

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA**

**SUBJECT**

Institution / Agency agenda items detailed on the following pages. The items for consideration include:

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**DISCUSSION**

The institutions / agencies have provided the background and discussion for each agenda item.

**IMPACT**

Impact as stated on individual issue description.

**STAFF COMMENTS**

Review Institution / Agency Agenda items. Include all items in the following motion or move nonroutine items to a separate motion.

**BOARD ACTION**

Motions are included with each item.

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY**

**SUBJECT**

Idaho State University requests authority to enter into a Facilities Lease between Idaho State University (the “University”), as lessee and the Idaho State Building Authority, as lessor, wherein the University leases space in the Idaho Place Project (“Idaho Place” or the “Project”) in Boise, Idaho, beginning in fiscal year 2004. Lease payments will be paid from institutional and appropriated funds for departments, programs, and services offered. The University of Idaho occupies separate portions of the Project under a separate lease with the Idaho State Building Authority and is responsible for rental attributable to its space.

**BACKGROUND**

The Idaho State Building Authority (the “Authority”) is an independent public body corporate and politic of the State of Idaho created to issue bonds and to finance projects for any department, board, commission or agency of the State. The 2002 session of the Idaho Legislature passed House Concurrent Resolution No. 60, which authorizes Idaho State University and the University of Idaho (the “Universities”) to enter into agreements with the Idaho State Building Authority to finance construction and acquisition of the Idaho Place, which will house programs of both Universities, shared services for the Universities (auditorium and various-sized conference rooms) and facilities for retail business use. The retail space will be operated for the benefit of Idaho State University and the University of Idaho.

The University of Idaho received State Board approval for their lease for this cooperative project at the January 21, 2002, Board meeting.

**DISCUSSION**

The University desires to enter into a Facilities Lease with the Authority to lease a portion of Idaho Place primarily for a health professions center with the opportunity to “lease to own.” This lease represents approximately thirty percent (30%) of the total Idaho Place project.

**IMPACT**

Rental payments under the facilities lease enable the Authority to pay debt service on the bonds. Some of these funds are currently being paid by the University for the lease of Boise Place on Explorer Drive in Boise. The Boise Place lease will expire when Idaho Place is ready for occupancy.

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY continued**

**STAFF COMMENTS**

The Idaho Place project has been presented to the Board and the Board has approved similar leases for the University of Idaho. HCR No. 60 was approved by the legislature so the University can proceed with formally contacting possible lease and equity partners. This is a very significant project which has received considerable interest from public and private entities.

**BOARD ACTION**

A motion to approve the request from Idaho State University to enter into a Facilities Lease with the Idaho State Building Authority with respect to Idaho Place in Boise, Idaho, beginning in fiscal year 2004, the rental payments due thereunder to be paid from currently budgeted lease payments upon expiration of the Boise Place leases and from other institutional and appropriated funds for University departments, programs and services occupying the Project.

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

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY continued**

**SUBJECT**

Idaho State University requests approval to amend the existing lease (EXHIBIT A) between Idaho State University (the "University"), lessee, and Wild Shamrock LLP, lessor, wherein the University is leasing space located at 12301 West Explorer Drive, Boise, ID 83713.

**BACKGROUND**

Idaho State University entered into a thirty-six (36) month lease agreement with Wild Shamrock LLP on November 6, 2001, for temporary office and classroom space for ISU Programs in Boise. The agreement was for lease of space, a total of 17,052 square feet at the rate of \$14.50 per square foot, per year, for a total yearly lease payment of \$247,254.00.

**DISCUSSION**

With the amended lease (EXHIBIT B), the total square footage is increased by 4,090 square feet, bringing the total square footage of the leased premises to 21,142 square feet, for a total yearly lease payment of \$306,559.00. The amended lease also increases the provided parking spaces from eighty-five (85) to one hundred five (105) lighted and paved parking spaces, as well as a tenant improvement allowance.

**IMPACT**

The additional leased space will cost an additional \$59,305 annually. New program revenue and/or a reallocation of funds will be used to cover the increased cost.

**STAFF COMMENTS**

The amended lease will provide the space required to fulfill the goals and objectives of the ISU Boise program until the Idaho Place project is completed, which is anticipated to be in fiscal year 2004.

**BOARD ACTION**

A motion to approve the request from Idaho State University (ISU) to amend the existing lease between ISU and Wild Shamrock LLP, for space located at 12301 West Explorer Drive, Boise, Idaho, increasing the total square footage by 4,090 to 21,142 and the yearly lease payment from \$247,254 to \$306,559.

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

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**EXHIBIT A**

**LEASE AGREEMENT FOR SPACE**

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **WILD SHAMROCK LLP C/O THORNTON OLIVER KELLER COMMERCIAL REAL ESTATE, 250 SOUTH FIFTH STREET, SECOND FLOOR, BOISE, IDAHO 83702, Tax ID # 82-0447860** (the "Lessor"), and the STATE OF IDAHO, by and through **IDAHO STATE UNIVERSITY** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

**WITNESSETH**

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. **Lease of Premises.** The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of **BOISE**, County of **ADA**, State of Idaho, known and described as follows: **12301 WEST EXPLORER DRIVE, BOISE, IDAHO 83713.**
2. **Term.** The term of this Lease Agreement is **THIRTY-SIX (36)** months from the commencement date of the Lease. As time is of the essence, the term of this Lease Agreement shall begin on **JANUARY 4, 2002**, or upon substantial completion of tenant improvements, and shall end thirty-six months from the commencement date. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.
3. **Payment.** The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **\$20,604.50** each. The lease payment shall be computed at a rate of **\$14.50** per square foot, per year. The total square footage of the Premises is **17,052**, subject to measurement using BOMA standard. The total yearly lease payment is **\$247,254.00**. Upon election by the Lessee to pay in advance      quarterly,      semi-annually, or **XX** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

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4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections.

In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 13 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services and Parking. The Lessor covenants that it will provide, perform, and pay for the services, maintenance and parking as follows:

A. Utilities:

Domestic water and sewer.  
Electricity.  
Natural Gas.  
Irrigation.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).  
Heating system and related equipment.  
Cooling and air handling system and related equipment.  
Electrical system and related equipment.  
Sewer and plumbing systems and related equipment.  
Exterior lighting, including landscaped areas, parking area and walkway.  
Cleaning ground and parking area of debris monthly X other:  
\_\_\_\_\_  
Common area janitorial service  daily (excluding weekends and holidays)  
\_ other: \_\_\_\_\_.  
Trash removal from property  weekly \_\_\_ other: \_\_\_\_\_.  
Furnishing of all washroom materials, including paper products, soap,  
cleaning supplies and equipment.  
Light bulb and fluorescent tube replacement.  
Ice and snow removal prior to start of each business day.  
Sign on building mansard with Lessee name.  
Door sign with Lessee name.  
Lawn and shrubbery care weekly during season.

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C. Custodial Services:

Complete Janitorial service  three times per week (excluding weekends and holidays).

Trash removal from Premises  three times per week (excluding weekends and holidays). Window cleaning  quarterly \_\_\_ other: \_\_\_\_\_

Carpet spot cleaning \_\_\_ semi-annually \_\_\_ annually  as needed.

Shampoo carpet  semi-annually \_\_\_ annually \_\_\_ as needed.

D. Parking:

A total of **EIGHTY-FIVE (85)** lighted and paved automotive parking spaces (including 0 of which will be secured) will be maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

7. Special Provisions.

a. Taxes. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.

b. Rent Escalation. The lease payment shall increase according to the following schedule:

Period	Rent/Mo	Rent/Yr	Rent/Sq Ft
<u>Months 13-24</u>	\$21,315.00	\$255,780.00	\$ 15.00
<u>Months 25-36</u>	\$22,025.50	\$264,306.00	\$ 15.50

b. Rent Proration. The lease payment for the first month of this Lease Agreement shall be adjusted according to the date of Lessee's acceptance of the Premises.

c. Tenant Improvement Allowance. Lessor will make every effort to complete the Premises in accordance with the Lessee's stated needs by January 4, 2002, provided that the Lessee shall provide Lessor's architect with a preliminary floor plan on or before November 6, 2001. An allowance of \$119,364.00 shall be provided to the Lessee. This allowance may be used to complete the Premises to meet Lessee's stated needs or towards the abatement of rent, or a combination of both.

d. Option To Expand. During the first year of the lease, the Lessee State University shall be provided with the right to lease the adjacent 4,090 at a lease rate of \$59,305.00 per year (\$14.50 per square foot). At the time the adjacent space is leased, an additional allowance of \$24,540 (\$6.00 per square foot) shall be provided to the Lessee to fund tenant improvements to the building or to offset rental expense. An additional 20 parking spaces shall be made available to accommodate Idaho State University's expansion area.

e. Option To Renew. Lessee shall have two (2) options to renew this Lease Agreement for a period of one year per option. The lease payment shall increase according to the following schedule:

Period	Rent/Mo	Rent/Yr	Rent/Sq Ft
1-01-2004 to 12-31-2004	\$22,736.00	\$272 832.00	\$ 16.00
1-01-2005 to 12-31-2005	\$23,446.50	\$281 358.00	\$ 16.50

Lessee shall give written notice to the Lessor of its intent to renew the Lease upon the above terms no later than ninety (90) days prior to the expiration of the Lease Agreement or any renewal period of the Lease.

f. Other Special Provisions. No other special provisions exist.

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8. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such

repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

9. Personal Injury Damages. Subject to any applicable provisions of the Idaho Tort Claims Act, Lessee agrees to defend and hold Lessor harmless for any and all claims based on proven personal injury damages suffered by public business invitees of the Lessee, provided, however, that Lessee shall have such obligation only for injuries and damages resulting from the negligent acts or omissions of employees or invitees of the Lessee and shall have no such obligation related to acts or omissions of employees or invitees of the Lessor.

10. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

11. Use of Premises. Lessee shall use the Premises for the following purposes: **THE BUSINESS OF IDAHO STATE UNIVERSITY, FOR CLASSROOMS AND ADMINISTRATIVE OFFICES.**

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

12. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate

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for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 12.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space and all relocation costs shall be at the sole expense of the Lessor. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

13. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

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14. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

15. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

16. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of

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this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at **WILD SHAMROCK LLP C/O THORNTON OLIVER KELLER COMMERCIAL REAL ESTATE, 250 SOUTH FIFTH STREET, SECOND FLOOR, BOISE, IDAHO 83702**, and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Pocatello, i.e., **IDAHO STATE UNIVERSITY, ATTN: PHYSICAL PLANT, POCATELLO, IDAHO 83209**. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. In the event that the Lessee shall prepay rent in the manner set forth in this Lease Agreement, the insurance policy (or policies) obtained and maintained by the Lessor shall identify the Lessee as a named insured under the terms of the policy. Any such insurance policy shall further state that the Lessee shall be entitled to receive insurance proceeds in the full amount of any prepaid rent prior to any distribution of insurance proceeds to the Lessor or any other third party not having an insurable interest in the Premises. The Lessor shall provide the Lessee with a copy of its insurance policy on or before the term this Lease Agreement commences. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

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24. Modification. This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party, but not on more favorable terms than offered to Lessee, without first giving Lessee Thirty (30) days to accept or reject those new terms.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of the Lessor.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

## BUSINESS AFFAIRS AND HUMAN RESOURCES

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28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

29. Executive Order 99-06. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

30. Executive Order 2001-04. Executive Order 2000-12 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the Uniform Building Code, 1997 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; (iv) "state-of-the-art" systems and equipment to conserve energy economically.

31. Executive Order 2000-01. Executive Order 2000-01 requires that all state-owned or state-lease buildings, facilities or area occupied by state employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

32. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

33. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

34. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.





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**EXHIBIT B**

**LEASE AMENDMENT**

THIS LEASE AMENDMENT, made and entered into this \_\_\_\_th day of January, 2002, by and between WILD SHAMROCK LLP, C/O THORNTON OLIVER KELLER COMMERCIAL REAL ESTATE, 250 S. 5TH STREET, SECOND FLOOR, BOISE, IDAHO 83702, (hereinafter referred to as "Lessor") and the STATE OF IDAHO, by and through the IDAHO STATE UNIVERSITY (hereinafter referred to as "Lessee"), is an amendment of the original LEASE AGREEMENT FOR SPACE between the LESSOR and the LESSEE entered into on NOVEMBER 6, 2001, for space located at 12301 WEST EXPLORER DRIVE, BOISE, IDAHO 83713.

**WITNESSETH**

WHEREAS, the parties desire to amend the LEASE AGREEMENT FOR SPACE and;

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

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

1. The Premises. The square footage of the Premises shall be expanded by 4,090 net rentable square feet, hereinafter referred to as "Expansion Space"). The total square footage of the Premises shall be increased to 21,142 net rentable square feet, as noted in Exhibit A attached to this Lease Amendment.
  
2. Lease Payments. Upon substantial completion of tenant improvements, which is projected to be May 15, 2002, the Lessee's lease payment shall increase to \$25,546.58 per month. The lease payment shall be based upon the following payment schedule:

PERIOD	RENT PER MONTH	RENT PER SQ FT	RENT PER YEAR	RENT PER YEAR WITH 3% DISCOUNT
5/15/02-5/31/02	\$14,009.41	\$14.50	N/A	N/A
6/01/02-1/31/03	\$25,546.58	\$14.50	N/A	N/A
2/01/03-1/31/04	\$26,427.50	\$15.00	\$317,130.00	\$307,616.00
2/01/04-1/31/05	\$27,308.42	\$15.50	\$327,701.00	\$317,869.97

The lease payments noted above shall be adjusted to reflect the date of the Lessee's acceptance of the Premises.

3. Parking. A total of one hundred five (105) lighted and paved automotive parking spaces will be maintained with adequate ingress and egress available.

4. Tenant Improvement Allowance. An additional allowance of \$24,540.00 (\$6.00 per square foot) shall be provided to the Lessee to fund tenant improvements to the Expansion Area or to offset rental expense.

5. Option To Renew. Lessee shall have two (2) options to renew the Lease Agreement for a period of one year per option for the 21,142 square feet. The lease payment shall increase according to the following schedule:





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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Ref: Regents' Minutes for June 19-20, 1997, p. 21

Request approval for the University of Idaho to grant an easement to Stepping Stones, Inc., to construct, operate, and maintain a utility and access easement across University property (EXHIBIT C). The affected University property is operated by the College of Agricultural and Life Sciences as part of the North Farm in Moscow.

**BACKGROUND**

In 1997, the Regents granted an easement to Stepping Stones, Inc., for vehicular access and utilities representing approximately .04 acres of land at the perimeter of the University's North Farm. That easement will expire this summer, but Stepping Stones is anticipating that they will receive the funding necessary to develop independent housing for developmentally disabled adults and they are requesting the University grant a new easement to make their next grant application to the U.S. Department of Housing and Urban Development viable.

**DISCUSSION**

Stepping Stones' proposed residential development has no other reasonable access to public roads or utilities, except across UI property. The operations of the North Farm will not be significantly affected by the proposed easement. The easement is perpetual, contingent upon Stepping Stones' ability to begin construction within the next five years.

**IMPACT**

There is no fiscal impact to the University. Stepping Stones, Inc., will be responsible for all costs associated with constructing and maintaining the easement. The University will incur no costs and will not receive compensation for the easement.

**STAFF COMMENTS**

UI states they will not be significantly affected by the proposed easement. Support their request for a perpetual easement.

**BOARD ACTION**

A motion to approve the University of Idaho's request to grant an easement to Stepping Stones, Inc., to construct, operate, and maintain a utility and access easement across University property as detailed in EXHIBIT C.

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

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Recording Requested By and  
When Recorded Return to:

**EXHIBIT C**

UNIVERSITY OF IDAHO  
Capital Planning & Budget  
Attn: Gerard Billington  
Moscow, Idaho 83844-3162

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**NON-EXCLUSIVE EASEMENT AGREEMENT**

This NON-EXCLUSIVE GRANT OF EASEMENT (this "Grant") is made this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between THE REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho ("Grantor"), whose address is Vice President for Finance and Administration, University of Idaho, Moscow, Idaho 83844-3168 and Stepping Stones, Inc, an Idaho Non-Profit Corporation, whose business address is 521 S. Main, Moscow, Idaho 83843 ("Grantee").

**RECITALS**

A. Grantor has agreed to grant to Grantee a non-exclusive utility and access easement through Grantor's property, which property is legally described on Exhibit A, and graphically shown in Exhibit C which are attached hereto and incorporated by reference herein ("Easement Parcel").

B. The Easement Parcel consists of real property to be utilized for the construction, operation, maintenance, repair, replacement, and removal of public or private utilities and for ingress and egress to Grantee's adjacent property which is legally described on Exhibit B attached hereto and incorporated by reference herein ("Grantee's Property").

NOW, THEREFORE, in consideration of the recitals above which are incorporated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. GRANT: Grantor hereby grants and conveys to Grantee, its successors, agents, and assigns, subject to all the terms, conditions and warranties contained herein, a perpetual (subject to the terms of this Grant), non-exclusive easement through the Easement Parcel, for the purpose of construction, operation, maintenance, repair, replacement and removal of public or private utilities and for those improvements reasonably necessary for vehicular and pedestrian ingress and egress to Grantee's Property ("Easement"). All construction, maintenance, operation, repair, replacement, and removal of the Easement shall be strictly limited to the Easement Parcel.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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2. NOTICE: Any notice under this Grant shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time-to-time direct in writing:

If to Grantor:

Vice President for Finance and Administration  
University of Idaho  
PO Box 443168  
Moscow, Idaho 83844-3168

If to Grantee:

Stepping Stones, Inc  
521 S. Main  
Moscow ID 83843  
Attn: Chair, Board of Directors

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

3. BINDING EFFECT: All provisions of this Grant, including the benefits and burdens, are binding upon and inure to the benefit, obligation, and use of the successors, agents, and assigns of the parties hereto. This Grant shall be a burden upon the Easement Parcel, for the benefit of and appurtenant to each and every part of Grantee's Property and shall run with the land.

4. NON-EXCLUSIVE RIGHT: Anything in this instrument to the contrary notwithstanding, Grantee agrees to the following conditions:

a. The Easement herein granted is subject to all easements and encumbrances of record and is non-exclusive, provided that later-granted easements shall be subject to Grantee's rights and uses;

b. All materials, equipment, and their related components and supports placed within the Easement Parcel by Grantee, or Grantee's agents or contractors pursuant to this instrument ("Grantee's Improvements") shall remain the property of the Grantee;

c. Grantor and its successors and assigns shall retain the right to full use of the surface and subsurface of the Easement Parcel, provided, however, that Grantor will not erect any permanent structure within the Easement Parcel without the written permission of the Grantee, which permission shall not be unreasonably withheld.

d. Grantee shall at all times maintain, repair and replace Grantee's Improvements in good and clean condition, consistent with or better than the quality and condition of the improvements to Grantor's surrounding property, including, without limitation, repaving and re-striping, when necessary, all paved surfaces to maintain a level, smooth and evenly covered surface. Grantee shall promptly repair and restore any improvements, landscaping or land disturbed by the construction, maintenance, repair or removal of Grantee's Improvements by Grantee or Grantee's agents or contractors to its prior condition; and

e. After recording this instrument, Grantee shall provide Grantor with a certified copy of the recorded instrument showing the date, instrument number, book, and page of recording.

5. **INDEMNITY:** The Grantee shall, to the extent permitted by law, indemnify, defend and save Grantor, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses (including, without limitation, reasonable attorneys' fees) which Grantor may incur as a result of any act or omission of the Grantee, and Grantee's agents, contractors, tenants, licensees and invitees, in their use of the Easement Parcel under this Grant. If any action, claim or demand is made against Grantor for any act or omission of the Grantee or Grantee's agents, contractors, tenants, licensees and invitees, Grantee agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against Grantor, and also, including all attorneys' fees and costs associated with any appeal proceeding.

6. **REMEDIES:** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Grant, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and costs, and also including reasonable attorney's fees and costs associated with any appeal proceedings. The failure of Grantor to insist upon strict performance of any of the terms or conditions of this Grant shall not be deemed a waiver of any rights or remedies that Grantor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms or conditions of the Grant by the same or any other person.

7. **MODIFICATION:** This Grant shall not be modified unless expressly agreed to by both parties in writing.

8. **RELOCATION:** The Grantor reserves the right to, and the Grantee agrees that, the Easement and Easement Parcel may be relocated at the Grantor's sole option and expense.

9. **EASEMENT IMPROVEMENTS:** Grantor and Grantee agree that Grantee shall, at its sole cost and expense, construct, operate, maintain, repair, replace, and remove the Easement, the Easement Parcel, and the fixtures and improvements therein as contemplated herein; provided however, prior to any such construction, maintenance, repair, replacement or removal, Grantee will make reasonable attempts to

notify and coordinate with Grantor the construction, maintenance, repair, replacement, or removal.

10. **RIGHT OF WAY CLEARING AND MAINTENANCE:** Grantee shall have the right to cut, trim, and remove any and all brush, branches, and trees located within the Easement Parcel. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of trees, brush, and other vegetation located within the Easement Parcel which could, in the opinion of the Grantee, interfere with the reliable operation of Grantee's fixtures and improvements or the exercise of Grantee's rights herein or create a hazard to Grantee's facilities.

11. **CONDITION OF PARCEL:** Following the construction, maintenance, repair, replacement, or removal of the Easement, Grantee shall repair and return the Easement Parcel, to the extent reasonably practical, to the same condition as the Easement Parcel was in prior to Grantee's construction, maintenance, repair, replacement, or removal activities. In the event that Grantee fails to repair and return the Easement Parcels to said same condition, then the Grantor, at its sole discretion, may restore the Easement Parcel, or any portion thereof, and Grantee shall reimburse Grantor for all costs associated therewith within thirty (30) days from receipt of an invoice therefor.

12. **TITLE INSURANCE AND ESCROW:** Should Grantee so desire, at its sole expense, Grantee may apply forthwith for a title insurance policy insuring the easement hereby granted and Grantor will make available for inspection by the title company any evidence of title in its possession.

13. **REPRESENTATIONS AND WARRANTIES:** Grantor and Grantee represent and warrant as of the date herein that they and the person(s) executing on their behalf have the power and authority to execute this Grant and to perform Grantor's and Grantee's obligations herein and if Grantor or Grantee are a corporation, all necessary corporate action to authorize this transaction has been taken.

14. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** Grantee hereby agrees to comply in all respects with any and all, federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the Easement and Easement Parcel. In addition, with respect to the construction, operation, maintenance, repair replacement, and removal of the Easement, Grantee agrees to comply with all applicable industry standards pertaining thereto.

15. **TERMINATION:** Grantee may terminate this Grant upon express written consent by Grantor and by recording a release with the Latah County Recorder's Office in recordable form with directions for delivery of the same to Grantor, whereupon all rights, duties, and liabilities hereby created shall terminate. In addition, in the event Grantee or its assigns do not construct on all or any portion of Grantee's Property independent housing for developmentally disabled residents within five (5) years of the date of this Grant and use Grantee's Property for the housing of developmental disabled residents for at least thirty (30) days or if (after the project is constructed) the Easement is not utilized for a continuous two (2) year period, all the rights granted to Grantee herein shall





**Exhibit A**

**Easement Parcel**

A parcel of land located in the SE1/4, Section 12, Township 39 North, Range 6 West, B.M., Latah County, Idaho, more particularly described as follows:

Beginning at the intersection of the East line of the SE1/4 of said Section 12 and the northeasterly right-of-way of A Street, being the beginning of a curve concave to the Northeast and opposite Station 14+79.61 according to the plans of Federal Aid Project No. M-7564(005), Sheet 39, now on file at the City of Moscow Engineer's Office, Moscow, Idaho; thence, northwesterly along said right-of-way curve, 35.0 feet; thence northeasterly on a radial line to the East line of said SE1/4; thence South on said East line to the Point of Beginning. The Easement Parcel is graphically shown on the attached Exhibit C.

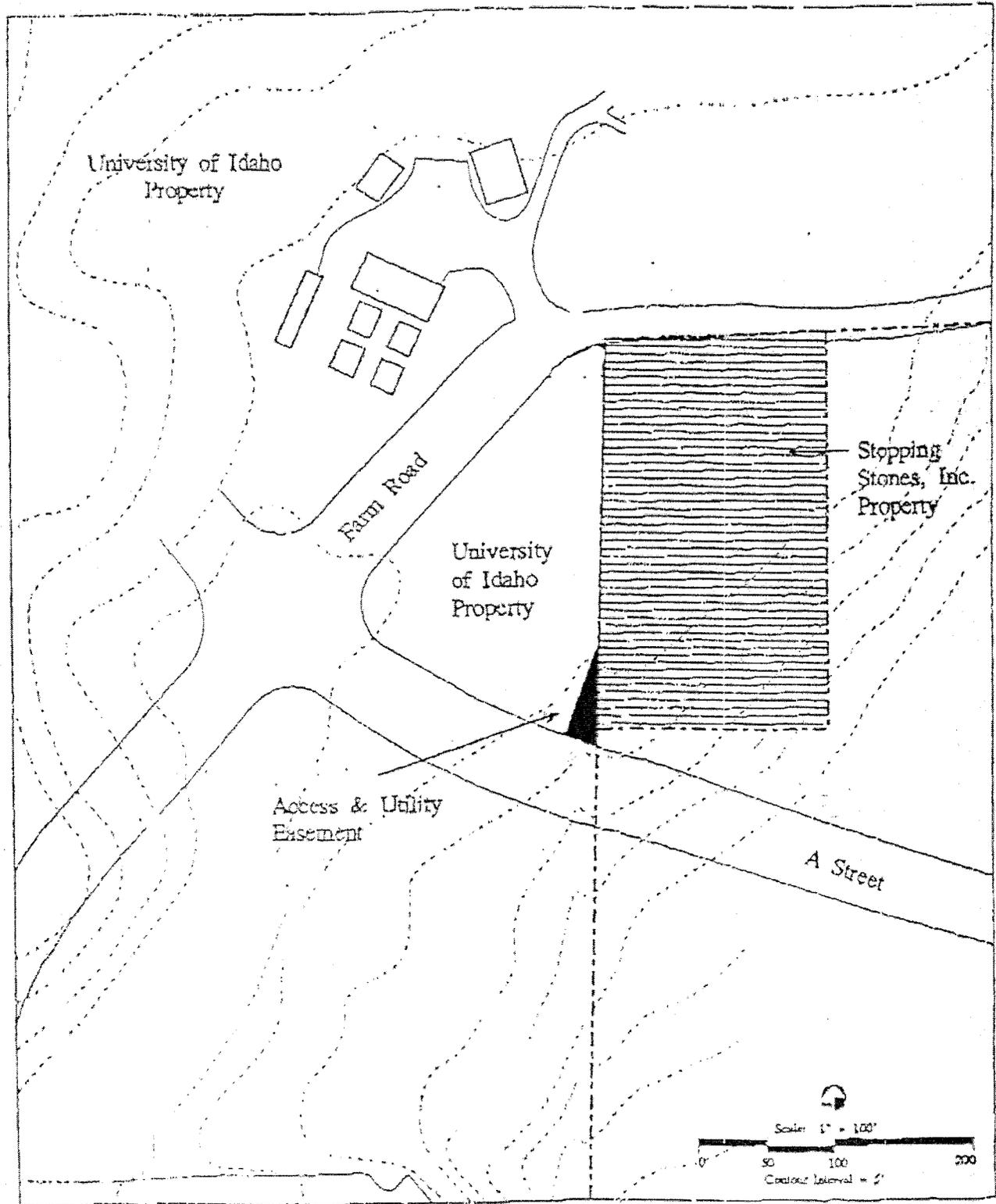
**Exhibit B**

**Stepping Stones, Inc. Parcel**

A tract of land located in the NW 1/4 of the SW 1/4 of Section 7, Township 39 North, Range 5 West, B.M. and described as follows:

Beginning at the West  $\frac{1}{4}$  corner of said Section 7, running thence East along the  $\frac{1}{4}$  section line a distance of 168 feet; thence South parallel to the West line of Section 7 a distance of 260 feet; thence West parallel to the said  $\frac{1}{4}$  section line a distance of 168 feet; thence North along the West line of Section 7 a distance of 260 feet to the point of beginning, and containing one acre more or less.

# EXHIBIT C: SITE PLAN



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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO continued**

**SUBJECT**

Purchase and sale of property and equipment.

Memorandum of Understanding for Higher Education Corridor, Coeur d'Alene.

Request approval for the University of Idaho to enter into a memorandum of understanding with the Idaho Department of Commerce, North Idaho College, the City of Coeur d'Alene, and Lake City Development Corporation (EXHIBIT D). The purpose of this memorandum is to formalize the existing cooperative efforts of these public entities in the development of an enhanced higher education corridor in the City of Coeur d'Alene, through land use planning, property acquisition, and public and private facility development near the City's existing public higher education facilities.

**BACKGROUND**

In the summer of 2001, the City, the University of Idaho, and North Idaho College began exploring opportunities to expand the UI's and NIC's facilities and programs in Coeur d'Alene. As those discussions progressed, it became clear that a more comprehensive land use strategy would be required to effectively address the community development and facility needs of the City, while enhancing the educational programs of the University and NIC and creating opportunities for private commercial development adjacent to the City's downtown district. These discussions revealed a framework for public and private ownership that could benefit from a coordinated re-distribution of property meeting the mutual goals of the participating entities.

**DISCUSSION**

The purpose of the MOU is to outline a strategy for the parties to jointly acquire property currently held by the City, a private industrial development along the Spokane River, and a railroad right-of-way that adjoins one of the City's primary commercial corridors. Master planning discussions revealed that the property could be re-distributed and developed for educational, recreational, and commercial purposes. This property re-distribution will ensure that each activity is integrated and supported by the adjacent activities. The University will benefit by its ability to meet the growing educational needs of the Coeur d'Alene area, permanently establishing a significant presence in the area, and complementing the University's locational and programmatic relationship to other higher education institutions. By the provisions of the memorandum the University may withdraw from the obligations of the memorandum with notification to the other parties.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO continued**

**IMPACT**

The MOU does not require the expenditure of University funds. The memorandum will be the basis for future agreements and arrangements with potential fiscal impacts upon the University. Those specific agreements will be presented to the Regents for approval, per Board policy.

**STAFF COMMENTS**

The MOU provides framework for the planning, development and improvements of the area identified in the proximity of NIC's campus and UI's property. Proper development will enhance the area for all parties.

**BOARD ACTION**

A motion to approve the University of Idaho entering into a memorandum of understanding with the Idaho Department of Commerce, North Idaho College, the City of Coeur d'Alene, and Lake City Development Corporation.

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

**PUBLIC ENTITIES**  
**MEMORANDUM OF UNDERSTANDING**

This PUBLIC ENTITIES MEMORANDUM OF UNDERSTANDING (this “Memorandum”) is entered into by and among the public entities listed below (hereinafter “Parties”) regarding the acquisition, disposition, and development of certain real property in which the Parties and Other Parties listed below have some interest. This Memorandum shall be effective as of the date executed by the last Party to execute this Memorandum.

**Parties:**

State of Idaho Department of Commerce (“Dept. of Commerce”)  
North Idaho College (“NIC”)  
City of Coeur d’Alene (“CDA”)  
University of Idaho (“UI”)  
Lake City Development Corporation (“LCDC”)

**Significant Individuals and Entities Related to this Matter (“Other Parties”):**

Stimson Lumber Company (“Stimson”)  
The Burlington Northern and Santa Fe Railway Company (“BNSF”)  
Union Pacific Railroad Company (“UP”)  
Bureau of Land Management (“BLM”)  
Riverstone (“Riverstone”)  
Lewis and Clark State College  
North Idaho College Foundation (“NIF”)

**GOALS**

The undersigned Parties agree to work together in good faith to accomplish the following goals and objectives:

1. Acquire available parcels of real property located between Northwest Boulevard and the Spokane River bounded to the South by NIC and to the North by U.S. 95 (hereinafter the “Site”).
2. Master plan, develop and improve the Site as a mixed-use, public/private, urban development center, in accordance with the stated objectives of CDA and LCDC, as well as the objectives of the anticipated end-users of the Site, including without limitation the Parties and Other Parties, collectively and individually.

**OBJECTIVES**

The Parties have agreed to collectively pursue the following objectives:

- Provide NIC with improved visibility in the City of Coeur d’Alene and space for expansion of NIC programs and facilities.
- Provide UI with improved visibility in the City of Coeur d’Alene and space for expansion of UI programs and facilities.
- Preserve and create jobs in Kootenai County, through this Memorandum. Designate high quality property for public recreational access complementing the educational and commercial opportunities set forth herein.
- Accommodate improvements to CDA’s wastewater treatment facility.
- Create public and private commercial development parcels within the Site, including parcels along Northwest Boulevard.
- Achieve the objectives and purposes of the Midtown, Northwest Boulevard, Downtown Urban Renewal Plan (hereinafter the “Urban Renewal Plan”).

**BENEFITS**

Each Party and Other Party will receive immediate and long-term benefits from this project, which go far beyond the value of the land acquired. These benefits include, without limitation, the following:

**North Idaho College:**

- Creation of a higher education corridor in the City of Coeur d’Alene;
- Acquisition of additional building sites;
- Security of the future of NIC as a downtown Coeur d’Alene campus;
- Creation of a new formal entrance to NIC to facilitate safer vehicle and pedestrian access, and greater visibility in the community; and
- Acquisition of immediate access to more parking to accommodate growth and meet the educational and community needs of the City of Coeur d’Alene.

**City of Coeur d’ Alene:**

- Increased public use of lands adjoining City Park, Memorial Field, North Idaho Museum, and along Northwest Boulevard;
- Expansion of the wastewater treatment facility;
- Safer and expanded ingress/egress to Fort Grounds area;
- Elimination of railroad track hazards and liability;
- Reduction of industrial traffic in downtown Coeur d’Alene;
- Additional tax and other revenues from acquisition and development of lands;

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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- Improved public access to Spokane River;
- Development of the Centennial Trail off of Northwest Boulevard; and
- Visual enhancement of Northwest Boulevard.

**University of Idaho:**

- Creates the opportunity to meet future education needs of area residents;
- Establishes a significant presence in the City of Coeur d'Alene;
- Creation of a higher education corridor in the City of Coeur d'Alene;
- Acquisition of additional land for additional buildings and expansion; and
- Creation of a formal entrance to UI to facilitate safer vehicle and pedestrian access, and greater visibility in the community.

**Lake City Development Corporation:**

- Investment into City of Coeur d'Alene infrastructure encouraging and facilitating economic development;
- Creation of campus open space;
- Potential for community and campus art;
- Improved aesthetics and public access along the Spokane River;
- Increased public use of lands adjoining City Park, Memorial Field, North Idaho Museum and along Northwest Boulevard;
- Improved visual enhancement of Northwest Boulevard.

**Private interests:**

- Access to additional land for private development;
- Elimination of railroad tracks that presently limit access to property;
- Enhancement of land values along Spokane River; and
- Improved access to Centennial Trail along Spokane River.

**OPPORTUNITY COSTS/ADVERSE CONSEQUENCES**

In the event the Parties are unable to carry out the goals set forth herein, the missed opportunity costs to the Parties and other Parties would be significant. Those costs include, but are not limited to, the following:

- Lost opportunities and the value of its associated property development, and property tax base, if unable to assemble the larger district for urban, mixed use development.
- The costs associated with establishing another location(s) outside of the downtown Coeur d'Alene area for the future growth of NIC, UI, and other higher education organizations.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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- Loss of related business development and business revenue base associated with private sector development on lands largely used now for railroad right-of-way.
- Loss of opportunity to develop the greenbelt for public access to the Spokane River and other areas, because of key areas that would be otherwise occupied.

**STIMSON MILL PROPERTY**

A key component in developing the Site is the current location of the Stimson mill site located in downtown Coeur d'Alene adjacent to NIC. The Parties agree to work together to identify possible alternatives, timing, and further actions necessary to accomplish the objectives of this Memorandum and preserve jobs within Kootenai County.

**TIMING**

The Parties agree to work cooperative in establishing and adopting an implementation schedule to proceed with the objectives set forth in this Memorandum.

**NECESSARY DEFINITIVE AGREEMENTS**

The Parties agree to work together to execute, deliver and perform any and all agreements necessary and appropriate to carry out the goals set forth herein, possibly including, but not limited to, the following agreements:

- Possible agreements for the acquisition of available property within the Site.
- Possible agreements for the acquisition of the abandoned Railroad Right of Way properties.
- Possible agreement in which BLM completes the abandonment of the Railroad Rights of Way in exchange for property acceptable to the BLM.
- Possible development agreements setting forth land uses, parcel configuration, maintenance agreements, easements, restrictive covenants, common improvements, cost sharing and funding/financing strategies and alternatives.
- Possible agreements among the Parties and Other Parties for the acquisition and disposition of individual parcels of property within the Site.
- Possible agreement between Parties to allocate property costs, professional costs, and other shared costs based upon the relative value of the property within the Site.
- Possible agreements between the Parties to retain such professionals as may be needed to accomplish the goals set forth herein, including without

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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- limitation, attorneys, architects, land planners, engineers, accountants, etc., and to provide for the sharing of fees for such professional services.
- Such other agreements as may be necessary to achieve the goals and carry out the objectives as set forth herein.

**ADDITIONAL DOCUMENTS**

In addition to the above listed agreements, the Parties agree to work cooperatively in accordance with this Memorandum to acquire and/or develop the following materials including, but not limited to:

- Map of entire property involved in transaction
- Aerial photographs of Site and adjacent areas
- Title reports of all property involved in transaction
- Breakdown of eventual ownership
- Cadastral Survey results
- Land Survey results
- A land acquisition plan and strategy
- A master land use plan (including infrastructure)
- A funding and financing plan
- Environmental reports and surveys

**COST SHARING**

The Parties intend to share in acquiring and applying resources associated with achieving the goals set forth herein in a manner to be agreed upon by the Parties. All costs and expenses shall be pre-approved in writing by all Parties and no Party shall be obligated to pay any cost or expense which has not been specifically approved as set forth herein or otherwise in an annual project budget approved by all of the Parties. If any Party terminates such Party's involvement under this Memorandum, such terminating Party shall remain responsible for its share of all costs agreed to prior to termination.

**MANAGEMENT**

In order to achieve the objectives set forth in this Memorandum, the Parties have organized a Public Entities Steering Committee (the "PESC") to be the decision making body which will govern the project during the acquisition/distribution phases. The PESC may adopt rules, create Committee offices, and appoint Committee officers of the PESC in its discretion. The Parties acknowledge, however, that each Party, and not the PESC, remains responsible for addressing the issues and abiding by the internal processes of each such Party. The Parties further acknowledge that in the future the project will likely be governed by an "owners association" consisting of those parties having an ownership interest in the real property acquired pursuant to the definitive agreements set forth herein.

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**FUNDING SOURCES**

Each Party needs to independently secure both short-term (down payment) and long-term funding sources to ensure success of the project. Each Party agrees to approach funding as if no other Party were involved in acquiring the property, whether collectively or individually. Possible funding sources include the following:

**Federal and State Sources**

Federal appropriation  
Worker relocation grants  
Water treatment facility funds  
State appropriation  
Non-endowed lands  
Economic Development Agency

**County and City Sources**

County-wide bonds  
City appropriation  
Urban renewal funds  
Visual City Capital funds

**Higher Education Sources**

University of Idaho Foundation  
North Idaho College Foundation

**Private Sources**

Sale of former BNSF right-of-way  
BNSF Foundation  
UP Foundation  
North Idaho Museum  
Carousel Group

**FURTHER APPROVALS**

This Memorandum is not intended to be a binding agreement upon or between any of the Parties hereto, but is intended as a good faith expression of the Parties' intent to enter into the Necessary Definitive Agreements referred to herein. Further, the execution of any of the Necessary Definitive Agreements is subject to all necessary and required approvals of the governing boards of the signatories below.

**TERMINATION**

This Memorandum will remain in effect until such time as the Parties enter into any other definitive agreements as set forth herein. The Parties shall negotiate toward the execution of the definitive agreements in good faith without unreasonable delay. If at any time a Party desires to withdraw from the PESC and to no longer be bound by this Memorandum, such withdrawal shall be effective after thirty (30) days written notice to the other Parties. The remaining Parties may elect to continue the PESC without unanimous approval and without the participation of the withdrawing Parties. As long as any Party elects to continue, this Memorandum shall remain in full force and effect and the PESC may retain the possession and use of all funds contributed thereto.

**COUNTERPARTS**

This Memorandum may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one Memorandum.

[end of text]

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum effective as of the date set forth above.

State of Idaho Department of Commerce

University of Idaho

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Jerry Wallace, Chief Financial Officer

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

North Idaho College

Lake City Development Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael Burke, Ph.D., President

Charles Nipp, Chairman of the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Coeur d'Alene

By: \_\_\_\_\_

Sandi Bloem, Mayor

Date: \_\_\_\_\_

**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO continued**

**SUBJECT**

INFORMATION ITEM

The University of Idaho Foundation wishes to recognize Mr. Fred Tingey's long service and leadership by naming the Administration Building at University Place in Idaho Falls in his honor. This building is owned by the Foundation. Mr. Tingey played a central role in the acquisition of the building for the Foundation, and this acquisition enabled the University of Idaho's classes and functions in Idaho Falls to be consolidated in one location. Mr. Tingey has contributed significantly to the University of Idaho, especially its outreach mission, by serving as the UI Director in Idaho Falls from 1979 to 1995. It was during Mr. Tingey's long and effective tenure as Director that the University developed a broad range of courses in Idaho Falls. Under his leadership, the center grew from providing services to INEEL students working toward graduate technical degrees to delivering undergraduate and graduate education to all of eastern Idaho.

Before his career as an educator, Mr. Tingey established a notable career in the nuclear materials handling industry, including service on the Ad Hoc Advisory Panel on Safeguarding Special Nuclear Materials (1966-67) and as the chairman of the Certification Board for the Institute of Nuclear Materials Management (INMM). Testament to his achievements in this field is the "Lifetime Achievement Award" he received from INMM in 1991.

This naming by the Foundation is made in recognition of the professional achievements of Fred Tingey in extending the University's mission in eastern Idaho.

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO SCHOOL FOR THE DEAF AND THE BLIND**

**SUBJECT**

Establish a General Fund Contingency Reserve.

**BACKGROUND**

The Idaho Legislature and Governor signed Senate Bill No. 1414 which states:

“The board of trustees of the Idaho school for the deaf and the blind may create and establish a general fund contingency reserve within the annual Idaho school for the deaf and the blind budget. Such general fund contingency reserve shall not exceed five per-cent (5%) of the total general fund appropriation to the Idaho school for the deaf and the blind. Disbursements from this continuously appropriated fund may be made as the board of trustees determines necessary for contingencies that may arise. The balance of the contingency fund may be accumulated beyond the budgeted fiscal year, but shall never exceed five percent (5%) of the current year’s appropriation to the Idaho school for the deaf and the blind.”

**DISCUSSION**

The Idaho School for the Deaf and the Blind does not have the ability to “save” funds beyond a fiscal year. This limits their ability to do financial planning and/or to respond to emergencies.

**IMPACT**

Idaho School for the Deaf and the Blind will be able to better manage their funds with the creation of this reserve especially in times of financial difficulty when they are not granted carry-over authority.

**STAFF COMMENTS**

Approve the establishment of a contingency reserve.

**BOARD ACTION**

A motion to create and establish a general fund contingency reserve for the Idaho School for the Deaf and the Blind according to Senate Bill No. 1414.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**INSTITUTIONAL / AGENCY AGENDA**  
**IDAHO SCHOOL FOR THE DEAF AND THE BLIND continued**  
**INFORMATION ITEM**

ISDB submits the attached record of the Student Activity Funds for Board review in accordance with Idaho Code 33-705.

**STUDENT ACTIVITY FUNDS AS OF MARCH 22, 2002. BELOW LISTING OF  
STUDENT ACTIVITY FUNDS IS A REPORT SUBMITTED TO STATE BOARD OF  
EDUCATION IN ACCORDANCE WITH IDAHO CODE 33-705.**

	BAL-02/19/02	BAL-03/22/02	INC/(DEC)
SALES TAX	393.31	424.04	30.73
ATHLETICS	7,740.91	7,725.91	-15.00
WSBC	6,975.17	4,615.47	-2,359.70
ATHLETIC APPAREL	404.55	25.72	-378.83
GIRLS SOCCER FUND	232.04	232.04	0.00
CHEERLEADING	415.37	415.37	0.00
M.S. CHEERLEADING	70.00	70.00	0.00
CLASS OF 2002	1,479.81	1,383.47	-96.34
CLASS OF 2003	1,460.43	1,460.43	0.00
CLASS OF 2004	151.05	140.68	-10.37
CLASS OF 2005	44.00	67.42	23.42
MAINT. BREAK ROOM	145.20	114.25	-30.95
COTTAGE FUND	313.07	313.07	0.00
ELEM ACTIVITIES	61.65	61.65	0.00
PARENTS ADVISORY COM	168.61	168.61	0.00
M.S. STUDENT COUNCIL	36.63	36.63	0.00
H.S. STUDENT COUNCIL	812.12	812.12	0.00
JOURNALISM	584.98	584.98	0.00
ED STAFF POP MACHINE	1,116.21	1,116.21	0.00
HEALTH & WELLNESS	391.00	351.00	-40.00
STUDENT ACT. FUND	5,131.08	5,269.14	138.06
WORK EXPERIENCE	67.17	67.17	0.00
RAPTOR JAVA (NEW)	409.46	473.69	64.23
STUDENT BOOK CLUB	142.10	142.10	0.00
ACCELERATED READER	69.22	69.22	0.00
DRAMA FUND	36.92	36.92	0.00
ADVENTURERS	116.09	116.09	0.00
SUMMER DEAF CAMP	4,539.41	4,539.41	0.00
ART FUND	276.52	276.52	0.00
YEARBOOKS	1,903.80	1,903.80	0.00
LIONS WINTER CAMP	2.17	2.17	0.00
HRG AID MOLD & REPAIRS	500.87	425.93	-74.94
HA GIFT F/HRG CM TCH	68.58	68.58	0.00
PERSONAL STUDENT ACCT	677.33	483.02	-194.31
STUDENT AID	<u>1,131.48</u>	<u>949.37</u>	<u>-182.11</u>
TOTALS	\$38,068.31	\$34,942.20	-\$3,126.11

**INSTITUTION / AGENCY AGENDA**  
**DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION**

**SUBJECT**

Allocation of the State Division of Professional-Technical Education Appropriation.

**BACKGROUND**

The Idaho Legislature appropriates funds for Professional-Technical Education to the Division of Professional-Technical Education in four designated programs: State Leadership and Technical Assistance, General programs, Postsecondary Programs, and Underprepared and Unprepared Adults/Displaced Homemakers. The Division of Professional-Technical Education requests approval of the allocation of the FY2003 appropriated funds EXHIBIT E.

**IMPACT**

The allocation is based on the level of funding in appropriation bill Senate Bill No. 1524, EXHIBIT F and the provisions of the State Plan for Professional-Technical Education. The postsecondary allocation is based on the Annual Plan and Budget Request from the respective Technical Colleges. The State General Fund appropriation reflects an overall reduction of 8.8%. The Legislature did not fund any enhancement requests or maintenance level increases except for personnel costs rollups.

**FISCAL IMPACT**

Establish FY2003 operating budget.

**BOARD ACTION**

A motion to approve the request from the Division of Professional-Technical Education for the allocation of the FY 2003 appropriation as detailed in EXHIBIT E.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**EXHIBIT E**

**DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION**  
**Allocation of State Division of Professional-Technical Education FY 2003**  
**Appropriation**

	FY02 Allocation	FY03 Allocation
Program 01 (State Leadership and Technical Assistance)		
By Standard Class:		
Personnel Costs	\$ 1,782,600	1,862,400
Operating Expenses	348,400	213,200
Capital Outlay	46,300	0
	\$ 2,177,300	\$ 2,075,600
Totals		
By Source of Revenue:		
General Funds	\$ 1,862,900	\$ 1,744,600
Federal Funds	314,400	331,000
	\$ 2,177,300	\$ 2,075,600
Totals		
Program 02 (General Programs)		
By Major Program Area:		
Secondary Formula	\$10,506,982	\$ 9,752,773
Professional-Technical School Added Cost Units	1,335,000	1,335,000
Special Programs		
Leadership	628,852	661,885
Tech Prep	649,906	652,082
Adult/Retraining	832,440	832,440
Fire Services/Haz Mat Training	404,400	396,700
Ancillary Services	1,426,520	1,426,520
Totals	\$15,784,100	\$15,057,400
By Source of Revenue		
General Funds	\$10,949,700	10,019,500
Federal Funds	4,767,600	4,971,100
Dedicated Funds	66,800	66,800
Totals	\$15,784,100	\$15,057,400

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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Program 03 (Postsecondary Programs)

By Technical College:		
Boise State University	\$ 6,775,388	\$ 6,156,679
College of Southern Idaho	5,459,492	4,961,109
Eastern Idaho Technical College	5,199,268	4,804,297
Idaho State University	9,614,185	8,774,616
Lewis-Clark State College	3,706,085	3,369,724
North Idaho College	<u>3,875,282</u>	<u>3,508,775</u>
Totals	\$34,629,700	\$31,575,200

By Source of Revenue:		
General Funds	\$34,412,700	\$31,293,500
Unrestricted Funds	<u>217,000</u>	<u>281,700</u>
Totals	\$34,629,700	\$31,575,200

Program 04 (Underprepared Adults/Displaced Homemaker Program)

By Major Program:		
Postsecondary Formula Displaced Homemaker Program	\$ 1,870,800	\$ 1,937,000
	<u>404,600</u>	<u>404,600</u>
Totals	\$ 2,275,400	\$ 2,341,600

By Source of Revenue:		
General Funds	\$ 234,600	\$ 234,600
Federal Funds	1,870,800	1,937,000
Dedicated Funds	<u>170,000</u>	<u>170,000</u>
Totals	\$ 2,275,400	\$ 2,341,600

Summary

By Source of Revenue:		
General Funds	\$47,459,900	\$43,292,200
Federal Funds	6,952,800	7,239,100
Dedicated Funds	236,800	236,800
Unrestricted Funds	217,000	281,700
Other Funds	<u>0</u>	<u>0</u>
Totals	\$54,866,500	\$51,049,800

**Exhibit F**

|||| LEGISLATURE OF THE STATE OF IDAHO ||||  
Fifty-sixth Legislature Second Regular Session - 2002

IN THE SENATE  
SENATE BILL NO. 1524  
BY FINANCE COMMITTEE

1 AN ACT  
2 APPROPRIATING MONEYS FOR PROFESSIONAL-TECHNICAL EDUCATION FOR FISCAL YEAR  
3 2003.

4 Be It Enacted by the Legislature of the State of Idaho:

5 SECTION 1. There is hereby appropriated to the State Board for  
6 Professional-Technical Education the following amounts, to be expended by the  
7 Division of Professional-Technical Education for the designated programs  
8 according to the designated expense classes from the listed funds for the  
9 period July 1, 2002, through June 30, 2003:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR TRUSTEE AND BENEFIT PAYMENTS	FOR LUMP SUM	TOTAL
14 I. STATE LEADERSHIP AND TECHNICAL ASSISTANCE:					
15 FROM:					
16 General					
17 Fund	\$1,570,100	\$174,500			\$ 1,744,600
18 Federal Grant					
19 Fund	<u>292,300</u>	<u>38,700</u>			<u>331,000</u>
20 TOTAL	\$1,862,400	\$213,200			\$ 2,075,600
21 II. GENERAL PROGRAMS:					
22 FROM:					
23 General					
24 Fund	\$ 233,400	\$ 34,600	\$ 9,751,500		\$10,019,500
25 Hazardous Materials/ 26 Waste Enforcement					
27 Fund			66,800		66,800
28 Federal Grant					
29 Fund	<u>181,800</u>	<u>15,000</u>	<u>4,774,300</u>		<u>4,971,100</u>
30 TOTAL	\$ 415,200	\$ 49,600	\$14,592,600		\$15,057,400
31 III. POSTSECONDARY PROGRAMS:					
32 FROM:					
33 General					
34 Fund				\$31,293,500	\$31,293,500
35 Unrestricted Current					
36 Fund				<u>281,700</u>	<u>281,700</u>
37 TOTAL				\$31,575,200	\$31,575,200
38 IV. UNDERPREPARED ADULTS/DISPLACED HOME MAKERS:					
39 FROM:					
40 General					
41 Fund			\$ 234,600		\$ 234,600
42 Displaced Homemaker					
43 Fund			170,000		170,000

1			999			
2		FOR	FOR	FOR		
3		PERSONNEL	OPERATING	TRUSTEE AND	FOR	
4		COSTS	EXPENDITURES	BENEFIT	LUMP SUM	TOTAL
5	Federal Grant			PAYMENTS		
6	Fund					
7	TOTAL			<u>1,937,000</u>		<u>1,937,000</u>
				\$ 2,341,600		\$ 2,341,600
8	GRAND					
9	TOTAL	\$2,277,600	\$262,800	\$16,934,200	\$31,575,200	\$51,049,800

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**ACTION ITEM**

**SUBJECT**

FY2003 College & Universities Allocation

**BACKGROUND**

Senate Bill No. 1487 (EXHIBIT G) appropriates \$294,322,000 to the State Board of Education and the Board of Regents monies for the general education programs at BSU, ISU, LCSC, UI, and systemwide needs for FY 2003. Legislative intent sections of SB No. 1487 provides funds not to exceed \$75,000 for systemwide needs, \$1,600,000 for Higher Education Research Council, \$1,750,000 for competitive technology learning grants and for Idaho's Electronic Campus, \$500,000 for teacher preparation activities associated with Idaho's Comprehensive Literacy Act, and \$1,300,000 for the College and University Excellence Initiative. EXHIBIT H is the fiscal note for SB No. 1487 which details the budget development. The Board allocates the lump-sum appropriation to the four institutions based on Board Policy, Section V.S. (EXHIBIT I).

**DISCUSSION**

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year base; 2) funds for the Enrollment Workload Adjustment; 3) funds for new occupancy costs; 4) funding of special allocations; and 5) a general allocation based on proportionate share to total budget request. For FY 2003, the big adjustment is the base reduction which was calculated on the FY 2002 funding levels. The fiscal note has become implied legislative intent, which allocates funds to the MCO items and for specific enhancements. EXHIBIT J represents the recommended allocation for FY 2003 to the four institutions.

**FISCAL IMPACT**

This action allocates the FY 2003 college and universities lump-sum appropriation to the institutions for the general education program and systemwide needs. The funds allocated along with revenue generated from potential fee increase will establish the operating budgets for the general education program for FY 2003.

**STAFF COMMENTS**

The allocation is based on Board policy.

**BOARD ACTION**

A motion to approve the FY 2003 allocation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and systemwide needs as presented on EXHIBIT J.

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

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IN THE SENATE  
 SENATE BILL NO. 1487  
 BY FINANCE COMMITTEE

AN ACT

1 APPROPRIATING MONEYS FOR GENERAL EDUCATION PROGRAMS AT BOISE STATE UNIVERSITY,  
 2 IDAHO STATE UNIVERSITY, LEWIS-CLARK STATE COLLEGE, THE UNIVERSITY OF IDAHO  
 3 AND FOR THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2003;  
 4 LIMITING THE AMOUNT OF THE GENERAL FUND APPROPRIATION TO BE USED BY THE  
 5 OFFICE OF THE STATE BOARD OF EDUCATION; ESTABLISHING AN AMOUNT OF THE GEN-  
 6 ERAL FUND APPROPRIATION THAT IS TO BE EXPENDED FOR RESEARCH; ESTABLISHING  
 7 AN AMOUNT OF THE GENERAL FUND APPROPRIATION TO BE EXPENDED FOR COMPETITIVE  
 8 TECHNOLOGY GRANTS, AND FOR PARTICIPATION IN THE WESTERN GOVERNORS'  
 9 ASSOCIATION'S VIRTUAL UNIVERSITY AND THE IDAHO ELECTRONIC CAMPUS; ESTAB-  
 10 LISHING AN AMOUNT OF THE GENERAL FUND APPROPRIATION TO BE EXPENDED FOR  
 11 TEACHER PREPARATION ACTIVITIES; ESTABLISHING AN AMOUNT OF THE GENERAL FUND  
 12 APPROPRIATION TO BE EXPENDED FOR THE GOVERNOR'S COLLEGE AND UNIVERSITY  
 13 EXCELLENCE INITIATIVE; MAKING CERTAIN IDAHO CODE PROVISIONS SPECIFICALLY  
 14 AVAILABLE TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE  
 15 UNIVERSITY OF IDAHO; REQUIRING THE STATE BOARD OF EDUCATION TO TRACK AND  
 16 REPORT FACULTY, NONFACULTY EXEMPT AND CLASSIFIED STAFF TURNOVER; AND RE-  
 17 APPROPRIATING ANY NON-GENERAL FUND UNEXPENDED AND UNENCUMBERED BALANCES.  
 18

19 Be It Enacted by the Legislature of the State of Idaho:

20 SECTION 1. There is hereby appropriated to the State Board of Education  
 21 and the Board of Regents of the University of Idaho for Boise State Univer-  
 22 sity, Idaho State University, Lewis-Clark State College, the University of  
 23 Idaho, and the Office of the State Board of Education the following amount, to  
 24 be expended for the designated programs from the listed funds for the period  
 25 July 1, 2002, through June 30, 2003:

26 FOR:

27 General Education Programs	\$294,322,000
28 FROM:	
29 General Fund	\$213,558,800
30 Agricultural College Endowment Fund	1,136,100
31 Charitable Institutions Endowment Earnings Fund	1,085,400
32 Normal School Endowment Earnings Fund	3,676,400
33 Science School Endowment Fund	4,241,700
34 University Endowment Fund	3,496,300
35 Unrestricted Current Fund	24,990,000
36 Restricted Current Fund	42,137,300
37 TOTAL	\$294,322,000

38 SECTION 2. Of the amount appropriated from the General Fund in Section 1  
 39 of this act, an amount not to exceed \$75,000 shall be used by the Office of  
 40 the State Board of Education for system-wide needs.

41 SECTION 3. Of the amount appropriated from the General Fund in Section 1  
 42 of this act, an amount not to exceed \$1,600,000 may be used for matching

1 awards, research centers, and infrastructure, with commercial application as a  
2 goal.

3 SECTION 4. Of the amount appropriated from the General Fund in Section 1  
4 of this act, an amount not to exceed \$1,750,000 may be used for a competitive  
5 grant program to foster innovative learning approaches using technology and to  
6 develop, enhance and promote the Idaho Electronic Campus; and for Idaho's par-  
7 ticipation in the Western Governors' Association's Virtual University.

8 SECTION 5. Of the amount appropriated from the General Fund in Section 1  
9 of this act, an amount not to exceed \$500,000 may be used for teacher prepara-  
10 tion activities associated with Idaho's Comprehensive Literacy Act as pre-  
11 scribed in Section 33-1207A, Idaho Code.

12 SECTION 6. Of the amount appropriated from the General Fund in Section 1  
13 of this act, an amount not to exceed \$1,300,000 may be used for the Governor's  
14 College and University Excellence Initiative.

15 SECTION 7. The provisions of Sections 67-3608, 67-3609, 67-3610 and  
16 67-3611, Idaho Code, are hereby made available to the State Board of Education  
17 and the Board of Regents of the University of Idaho for the period July 1,  
18 2002, through June 30, 2003, the provisions of Section 67-3516(1), Idaho Code,  
19 with respect to the Unrestricted Current Fund and Restricted Current Fund  
20 only, and Section 67-3516(3) and (4), Idaho Code, notwithstanding.

21 SECTION 8. The State Board of Education shall establish a standardized  
22 system for tracking and reporting meaningful data about faculty, nonfaculty  
23 exempt and classified staff turnover at the state's institutions for higher  
24 education. These statistics shall be included with each year's higher educa-  
25 tion appropriation request.

26 SECTION 9. There is hereby reappropriated to the State Board of Education  
27 and the Board of Regents of the University of Idaho for Boise State Univer-  
28 sity, Idaho State University, the University of Idaho, Lewis-Clark State Col-  
29 lege and the Office of the State Board of Education, the unexpended and unen-  
30 cumbered balance of any non-General Fund appropriation contained in Section 1,  
31 Chapter 314, Laws of 2001, to be used for nonrecurring expenditures, for the  
32 period July 1, 2002, through June 30, 2003.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

Statement of Purpose / Fiscal Impact

**EXHIBIT H**

**Statement of Purpose**

**RS11348**

This is the FY 2003 appropriation for the general education programs at the state's 4-year institutions of higher education: the University of Idaho, Idaho State University, Boise State University and Lewis-Clark State College.

**Fiscal Note**

	FTP	Gen	Ded	Fed	Total
<b>FY 2002 Original Appropriation</b>	<b>3,677.20</b>	<b>236,439,800</b>	<b>79,091,300</b>	<b>0</b>	<b>315,531,100</b>
Reappropriations	0.00	377,000	18,850,000	0	19,227,000
Holdback/Neg. Supp	0.00	(7,093,200)	0	0	(7,093,200)
Other Approp Adjustments	0.00	0	0	0	0
<b>FY 2002 Total Appropriation</b>	<b>3,677.20</b>	<b>229,723,600</b>	<b>97,941,300</b>	<b>0</b>	<b>327,664,900</b>
Expenditure Adjustments	77.92	0	4,044,100	0	4,044,100
<b>FY 2002 Estimated Expenditures</b>	<b>3,755.12</b>	<b>229,723,600</b>	<b>101,985,400</b>	<b>0</b>	<b>331,709,000</b>
Removal of One-Time Expenditures	0.00	(1,877,000)	(19,951,400)	0	(21,828,400)
Base Adjustments	0.00	0	0	0	0
Restore Holdback/Neg. Supp	0.00	7,093,200	0	0	7,093,200
Permanent Base Reduction	(212.00)	(23,751,700)	(1,270,800)	0	(25,022,500)
<b>FY 2003 Base</b>	<b>3,543.12</b>	<b>211,188,100</b>	<b>80,763,200</b>	<b>0</b>	<b>291,951,300</b>
Personnel Cost Rollups	0.00	672,400	188,200	0	860,600
Inflationary Adjustments	0.00	0	0	0	0
Nonstandard Adjustments	9.70	1,394,600	115,500	0	1,510,100
Change in Employee Compensation	0.00	0	0	0	0
Fund Shifts	0.00	303,700	(303,700)	0	0
<b>FY 2003 Program Maintenance</b>	<b>3,552.82</b>	<b>213,558,800</b>	<b>80,763,200</b>	<b>0</b>	<b>294,322,000</b>
<b>Enhancements</b>					
<b>College and Universities</b>					
1. Priorities	0.00	0	0	0	0
Lump-Sum or Other Adjustments	0.00	0	0	0	0
<b>FY 2003 Total</b>	<b>3,552.82</b>	<b>213,558,800</b>	<b>80,763,200</b>	<b>0</b>	<b>294,322,000</b>
Chg from FY 2002 Orig Approp	(124.38)	(22,881,000)	1,671,900	0	(21,209,100)
% Chg from FY 2002 Orig Approp.	(3.4%)	(9.7%)	2.1%		(6.7%)

This is a lump sum appropriation. Intent language is included to limit the amount of money that may be spent for system-wide needs to \$75,000, limit the amount that may be used for Higher Education Research Center grants to not more than \$1.6 million, limit the amount that may be used for technology incentive grants and related items to \$1.75 million, limit the amount that may be used for activities associated with Idaho's Comprehensive Literacy Act to \$500,000, limit the amount that may be used for the Governor's Excellence Initiative to \$1.3 million, make certain code sections available with regard to this appropriation, require the tracking and reporting of faculty and staff turnover statistics at the higher education institutions, and provide carryover authority from FY 2002 into FY 2003 for any unexpended and unencumbered non-General Fund money.

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**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: V. Scholarships**

**Revised January 2002**  
**Published July 2001**

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**S. Allocation of Lump Sum Appropriation**

**EXHIBIT I**

**1. Objectives**

- a. The funding process should offer maximum institutional flexibility to allocate funds internally to carry out roles and missions established by the Board.
- b. The funding process should be a straightforward approach that can be used by the Board to express system-wide priorities.
- c. There should be a clear and understandable relationship between institutional needs, the system-wide funding request, the legislative appropriations, the allocation of funds, and the ultimate use of the funds.
- d. The funding process should not penalize institutions as the result of decisions related to the internal allocation of resources by other institutions.
- e. Any incentives that the Board uses in the funding process should be explicit.
- f. The funding process should be applied consistently from year-to-year so that there can be some level of predictability in the allocation as well as increased confidence in the outcome.
- g. The funding process should encourage cooperative programs among institutions.
- h. The funding process should be compatible with the Statewide Plan for Higher Education.

**2. Methodology**

The allocation shall consist of the total of the lump sum general account appropriation and actual land grant endowment receipts. The allocation shall be made in the following order:

- a. Each institution shall be allocated its base allocation of the prior year.
- b. An Enrollment Workload Adjustment shall be applied to the allocation of each institution. The adjustment shall be calculated as follows:
  - (1) A three-(3) year moving average of credit hours multiplied by the program weights shall be used. The three (3) years to be used shall be those which precede the year of the allocation and shall consist of two (2) years of actual and one (1) year of estimated credit hours.
  - (2) Effective with the FY 1990 allocation, credit hours generated from externally funded sources and contracts shall be removed from this adjustment. Credit hours for in-service teacher education shall not be removed.

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- (3) The total budget base of the institutions shall be multiplied by 0.33 and divided by the three-(3)year moving average of total weighted credit hours for the prior year. The resultant amount per credit hour shall be multiplied by the change from the prior three-(3)year moving average of weighted credit hours for each institution to calculate the adjustment by institution.
- (4) Program weights are the weighting factors applied to four (4) categories of instructional disciplines with different weight factors by category and course level. The groups and factors follow.

<p><u>Group I</u></p> <p>Physical Education          Law          Letters          Library Sciences          Mathematics          Military Science          Psychology          Social Sciences</p>	<p><u>Group II</u></p> <p>Area Studies          Business &amp; Management          Education          Communications          Home Economics          Public Affairs          Interdisciplinary Studies</p>
<p><u>Group III</u></p> <p>Agricultural &amp; Natural Resources          Architecture &amp; Environmental Design          Biological Sciences          Fine &amp; Applied Arts          Foreign Languages          Physical Sciences</p>	<p><u>Group IV</u></p> <p>Engineering          Health Professions          Computer &amp; Information Sciences</p>

The weighting factors for the above categories are as follows:

<u>Course Level</u>	<u>Category</u>			
	I	II	III	IV
Lower Division	1.00	1.30	1.60	3.00
Upper Division	1.50	1.90	2.50	3.50
Graduate	3.50	3.50	6.00	6.50
Law	2.60	--	--	--

**Idaho State Board of Education**  
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An additional five percent (5%) emphasis factor is given to the Primary Emphasis areas at each institution. These areas are:

<u>Boise State University</u> Business Social Science (includes Economics) Public Affairs Performing Arts (excluding Art) Education Engineering	<u>Idaho State University</u> Health Professions Biological Sciences Physical Sciences Education
<u>University of Idaho</u> Agriculture Forestry Mines Engineering Architecture Law Foreign Languages Education	<u>Lewis-Clark State College</u> Business Criminal Justice Nursing Social Work Education

- c. Operations and maintenance funds (custodial, maintenance, and utilities) for new, major general education capital improvement projects shall be allocated to affect institutions.
- d. Decision units above the base shall be consistent with the legislative budget request. The allocation of these decision units to the institutions shall be based on the proportionate share of each institution in the total budget request for these decision units applied to the increase in appropriations above the base excluding special allocations.
- e. The Board may also allocate funds for special activities or projects at the discretion of the Board.

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# COLLEGE & UNIVERSITIES

## Allocation of FY2003 Appropriation Recommended Allocation

1	<b>Appropriation:</b>	<b>FY02 Appr</b>	<b>FY03 Appr</b>	<b>% Chge</b>	<b>Sys Needs:</b>	<b>FY02 Appr</b>	<b>FY03 Appr</b>
2	<b>General Educ Approp</b>				HERC	1,600,000	1,440,000
3	General Account	234,939,800	213,558,800	-9.10%	Tech Grants	1,750,000	1,575,000
4	Endowment Funds	14,906,700	13,635,900	-8.53%	Sys Nds	75,000	75,000
5	One-time Funding:				Land Purch	500,000	0
6	General Account	1,500,000	0		Total	<u>3,925,000</u>	<u>3,090,000</u>
7	Endowment Funds	1,000,000	0				
8	Total Gen Acct & Endow Funds	<u>252,346,500</u>	<u>227,194,700</u>	-9.97%			
9	Student Fees/Misc Revenue	63,089,600	67,127,300	6.40%			
10	Total Ongoing Gen Educ Approp	<u>315,436,100</u>	<u>294,322,000</u>	-6.69%			
11							
12							
13	<b>Allocation:</b>	<b>B.S.U.</b>	<b>I.S.U.</b>	<b>U.I.</b>	<b>L.C.S.C.</b>	<b>SYS-WIDE</b>	<b>TOTAL</b>
14	<b>FY02 Gen Acct &amp; Endow Funding</b>	73,724,700	66,995,100	94,124,200	13,577,500	3,925,000	252,346,500
15	Less:						
16	One-time Funding	(600,000)	(600,000)	(600,000)	(200,000)	(500,000)	(2,500,000)
17	Base Reduction/Endow Fds Loss	<u>(7,325,900)</u>	<u>(6,651,700)</u>	<u>(9,369,700)</u>	<u>(1,340,200)</u>	<u>(335,000)</u>	<u>(25,022,500)</u>
18	<b>FY03 Budget Base</b>	<u>65,798,800</u>	<u>59,743,400</u>	<u>84,154,500</u>	<u>12,037,300</u>	<u>3,090,000</u>	<u>224,824,000</u>
19	% Base Reduction	-9.94%	-9.93%	-9.95%	-9.87%	-8.54%	-9.92%
20	<b>Additional Funding for FY03:</b>						
21	MCO Adjustments:						
22	Personnel Benefits	269,800	232,600	300,000	58,200		860,600
23	Nonstandard Adjustments:						
24	Risk Mgmt/Controller/Treasurer	57,900	65,400	76,400	1,900		201,600
25	External Nonstandard Adjustments:						
26	New Occupancy Costs	271,500	0	530,700	54,000		856,200
27	One-time Alloc for Facilities Support	<u>134,200</u>	<u>121,900</u>	<u>171,700</u>	<u>24,500</u>		<u>452,300</u>
28	Total Addl Funding	<u>733,400</u>	<u>419,900</u>	<u>1,078,800</u>	<u>138,600</u>	<u>0</u>	<u>2,370,700</u>
29	<b>FY03 Gen Acct &amp; Endow Allocation</b>	<u>66,532,200</u>	<u>60,163,300</u>	<u>85,233,300</u>	<u>12,175,900</u>	<u>3,090,000</u>	<u>227,194,700</u>
30	% Change From FY02 Funding	-9.76%	-10.20%	-9.45%	-10.32%	-21.27%	-9.97%
31	% Chge From FY02 Fdg less One-time Fds	-9.02%	-9.39%	-8.86%	-8.98%	-9.78%	-9.07%
32							
33	FY03 Est Std Fee Rev (Per Request) *	<u>23,031,200</u>	<u>19,059,100</u>	<u>21,085,700</u>	<u>3,951,300</u>	<u>0</u>	<u>67,127,300</u>
34	FY03 Oper Bdgt Excluding Fee Rate Changes	<u>89,563,400</u>	<u>79,222,400</u>	<u>106,319,000</u>	<u>16,127,200</u>	<u>3,090,000</u>	<u>294,322,000</u>
35	* Does not include Recommended fee rate changes for FY03.						
36							
37							
38							
39	<b>Unfunded Enrollment Workload Adjustment That Will Become Part of Future Requests:</b>						
40	FY03 EWA Revised Request	(128,200)	397,100	675,700	(35,000)		909,600

# COLLEGE & UNIVERSITIES

## Allocation of FY2003 Appropriation Recommended Allocation

1 <b>Base Reduction Calculation by Fund:</b>	<b>B.S.U.</b>	<b>I.S.U.</b>	<b>U.I.</b>	<b>L.C.S.C.</b>	<b>SYS-WIDE</b>	<b>TOTAL</b>
2 <b>FY02 Original Allocation with Collaborative Ctr Funds Allocated:</b>						
3     General Account	73,724,700	63,674,200	83,613,100	11,502,800	3,925,000	236,439,800
4     Endowment Funds						
5         0481-03 Charitable Inst		1,246,200				1,246,200
6         0481-04 Normal School		2,074,700		2,074,700		4,149,400
7         0481-02 Agr School			1,427,100			1,427,100
8         0481-06 Science Sch			4,996,700			4,996,700
9         0481-08 University			4,087,300			4,087,300
10        Total Endow Funds	0	3,320,900	10,511,100	2,074,700	0	15,906,700
11     Total	<u>73,724,700</u>	<u>66,995,100</u>	<u>94,124,200</u>	<u>13,577,500</u>	<u>3,925,000</u>	<u>252,346,500</u>
12 <b>Remove One-Time Funds (C &amp; U and Land Purchase):</b>						
13     General Account	(600,000)	(550,000)	300,000	(150,000)	(500,000)	(1,500,000)
14     Endowment Funds						
15         0481-03 Charitable Inst		0				0
16         0481-04 Normal School		(50,000)		(50,000)		(100,000)
17         0481-02 Agr School			(150,000)			(150,000)
18         0481-06 Science Sch			(300,000)			(300,000)
19         0481-08 University			(450,000)			(450,000)
20        Total Endow Funds	0	(50,000)	(900,000)	(50,000)	0	(1,000,000)
21     Total	<u>(600,000)</u>	<u>(600,000)</u>	<u>(600,000)</u>	<u>(200,000)</u>	<u>(500,000)</u>	<u>(2,500,000)</u>
22 <b>FY03 Budget Base Prior to Base Reduction:</b>						
23     General Account	73,124,700	63,124,200	83,913,100	11,352,800	3,425,000	234,939,800
24     Endowment Funds						
25         0481-03 Charitable Inst		1,246,200				1,246,200
26         0481-04 Normal School		2,024,700		2,024,700		4,049,400
27         0481-02 Agr School			1,277,100			1,277,100
28         0481-06 Science Sch			4,696,700			4,696,700
29         0481-08 University			3,637,300			3,637,300
30        Total Endow Funds	0	3,270,900	9,611,100	2,024,700	0	14,906,700
31     Total	<u>73,124,700</u>	<u>66,395,100</u>	<u>93,524,200</u>	<u>13,377,500</u>	<u>3,425,000</u>	<u>249,846,500</u>
32     Institutional % Share	29.67%	26.94%	37.95%	5.43%		100.00%
33 <b>Base Reduction:</b>						
34     General Account						(23,751,700)
35     Endowment Funds						(1,270,800)
36     Total						<u>(25,022,500)</u>
37     % Base Reduction						-10.02%
38 <b>Base Reduction for HERC, Tech Grants &amp; Institutions:</b>						
39     Allocated Reductions	<u>(7,325,900)</u>	<u>(6,651,700)</u>	<u>(9,369,700)</u>	<u>(1,340,200)</u>	<u>(335,000)</u>	<u>(25,022,500)</u>
40						
41 <b>Base Reduction by Account:</b>						
42     General Account	<u>(7,325,900)</u>	<u>(6,304,400)</u>	<u>(8,632,700)</u>	<u>(1,153,700)</u>	<u>(335,000)</u>	<u>(23,751,700)</u>
43     Endowment Funds						
44         0481-03 Charitable Inst		(160,800)				(160,800)
45         0481-04 Normal School		(186,500)		(186,500)		(373,000)
46         0481-02 Agr School			(141,000)			(141,000)
47         0481-06 Science Sch			(455,000)			(455,000)
48         0481-08 University			(141,000)			(141,000)
49        Total Endow Funds	0	(347,300)	(737,000)	(186,500)	0	(1,270,800)
50     Total	<u>(7,325,900)</u>	<u>(6,651,700)</u>	<u>(9,369,700)</u>	<u>(1,340,200)</u>	<u>(335,000)</u>	<u>(25,022,500)</u>
51 <b>FY03 Budget Base:</b>						
52     General Account	65,798,800	56,819,800	75,280,400	10,199,100	3,090,000	211,188,100
53     Endowment Funds						
54         0481-03 Charitable Inst		1,085,400				1,085,400
55         0481-04 Normal School		1,838,200		1,838,200		3,676,400
56         0481-02 Agr School			1,136,100			1,136,100
57         0481-06 Science Sch			4,241,700			4,241,700
58         0481-08 University			3,496,300			3,496,300
59        Total Endow Funds	0	2,923,600	8,874,100	1,838,200	0	13,635,900
60     Total	<u>65,798,800</u>	<u>59,743,400</u>	<u>84,154,500</u>	<u>12,037,300</u>	<u>3,090,000</u>	<u>224,824,000</u>
	29.67%	26.94%	37.95%	5.43%		100.00%

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**ACTION ITEM**

**SUBJECT**

FY 2003 Community College Allocation

**BACKGROUND**

House Bill No. 722 (EXHIBIT K) appropriates to the State Board of Education \$18,821,600 for Community College Support. The Board allocates the funds equally between the College of Southern Idaho and North Idaho College.

**DISCUSSION**

Based on an agreement by the presidents of the two colleges, the funds are allocated equally to the two colleges. EXHIBIT L is the fiscal note that reflects the funding decisions.

**FISCAL IMPACT**

Each college would be allocated \$9,410,800 for FY2003. EXHIBIT M reflects the allocation.

**STAFF COMMENTS**

Approve the allocation as presented in EXHIBIT M.

**BOARD ACTION**

A motion to approve the FY 2003 allocation of community college support to College of Southern Idaho and to North Idaho College equally as shown on EXHIBIT M.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**EXHIBIT L**

**Statement of Purpose**

**RS11343**

This is the FY 2003 appropriation for Community College Support. Idaho's two community colleges are North Idaho College in Coeur d'Alene and the College of Southern Idaho in Twin Falls.

**Fiscal Note**

	FTP	Gen	Ded	Fed	Total
<b>FY 2002 Original Appropriation</b>	<b>0.00</b>	<b>20,581,400</b>	<b>0</b>	<b>0</b>	<b>20,581,400</b>
Holdback/Neg. Supp	0.00	(617,400)	0	0	(617,400)
<b>FY 2002 Total Appropriation</b>	<b>0.00</b>	<b>19,964,000</b>	<b>0</b>	<b>0</b>	<b>19,964,000</b>
Expenditure Adjustments	0.00	0	0	0	0
<b>FY 2002 Estimated Expenditures</b>	<b>0.00</b>	<b>19,964,000</b>	<b>0</b>	<b>0</b>	<b>19,964,000</b>
Restore Holdback/Neg. Supp	0.00	617,400	0	0	617,400
Permanent Base Reduction	0.00	(1,847,600)	0	0	(1,847,600)
<b>FY 2003 Base</b>	<b>0.00</b>	<b>18,733,800</b>	<b>0</b>	<b>0</b>	<b>18,733,800</b>
Personnel Cost Rollups	0.00	79,400	0	0	79,400
Inflationary Adjustments	0.00	0	0	0	0
Nonstandard Adjustments	0.00	7,200	0	0	7,200
Change in Employee Compensation	0.00	0	0	0	0
Fund Shifts	0.00	1,200	0	0	1,200
<b>FY 2003 Program Maintenance</b>	<b>0.00</b>	<b>18,821,600</b>	<b>0</b>	<b>0</b>	<b>18,821,600</b>
<b>Enhancements</b>					
<b>Community Colleges</b>					
1. Priorities	0.00	0	0	0	0
Lump-Sum or Other Adjustments	0.00	0	0	0	0
<b>FY 2003 Total</b>	<b>0.00</b>	<b>18,821,600</b>	<b>0</b>	<b>0</b>	<b>18,821,600</b>
Chg from FY 2002 Orig Approp	0.00	(1,759,800)	0	0	(1,759,800)
% Chg from FY 2002 Orig Approp.		(8.6%)			(8.6%)

EXHIBIT M

**COMMUNITY COLLEGES**  
FY 2003 ALLOCATION

<u>Appropriation</u>	<u>CSI</u>	<u>NIC</u>	<u>TOTAL</u>
1 Fiscal Year 2003			
2 House Bill No. 722			
3 Community College Support	\$9,410,800	\$9,410,800	\$18,821,600
4			
5			
6			
7 Fiscal Year 2002			
8 House Bill No. 758			
9 Community College Support	\$10,290,700	\$10,290,700	\$20,581,400
10			
11			
12 % Increase from FY01	-8.55%	-8.55%	-8.55%

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**ACTION ITEM**

**SUBJECT**

Approval of Student Fee and Tuition Rates for FY 2003

**BACKGROUND**

Section V.R. (EXHIBIT N) contains the Board policy on defining fees, the process of changing fees, and the approval level required (chief executive officer or the Board). Section V.R.2 states “fees shall be competitive with those of western peer institutions” and that “An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.” At the November 2001 Board meeting, the presidents requested authorization to recommend fee increases greater than 10%. The Board approved to raise the request limit to 12% for FY 2003. Section V.R.4.b. details the process the institutions use in proposing student fee rate changes. This involves issuing an initial notice and conducting a public hearing. BSU, ISU, UI, LCSC, and EITC have notified students of proposed fee increases, have conducted public hearings, and now recommend to the Board student fee and tuition rates for FY 2003.

**DISCUSSION**

EXHIBIT O summarizes the recommended fee and tuition increases followed by each institutions detailed schedules (EXHIBITS: P - BSU, Q - ISU, R - UI, S - LCSC, and T - EITC) The supporting schedules consist of: 1) a schedule detailing the fee and tuition changes; 2) a schedule projecting the amount of revenue generated from the fee and tuition changes; and 3) a narrative justification of the planned uses of the additional revenue.

The average for the WICHE states has been used historically for fee comparisons. EXHIBIT U compares WICHE states’ fees and tuition averages for residents and nonresidents for the universities and Lewis-Clark State College. EXHIBIT V provides a history of the average fees/tuition in Idaho versus WICHE states. EXHIBIT W compares fees as a percent of median household income and per capita personal income for the WICHE states. EXHIBIT X compares fees to each institution’s peers.

**FISCAL IMPACT**

Increasing student fees and tuition generates additional revenue to the institutions for the FY 2003 operating budget that will be used to decrease the fiscal impact of the general account base reduction.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**STAFF COMMENTS**

The base reduction for college and institutions was \$25,022,500 for FY 2003. The projected revenue generated from the recommended fee/tuition increases is \$13,550,000, thus reducing the negative fiscal impact of the base reduction by over half. Without the recommended fee/tuition increases, the institutions would be forced to further reduce their current operations.

**BOARD ACTION**

A motion to approve the fee and tuition rates for FY 2003 for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College as recommended and displayed on EXHIBITS P - T.

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

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: V. Scholarships**

**Revised January 2002**

**Published July 2001**

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**R. Establishment of Fees**

**EXHIBIT N**

**1. Definitions and Types of Fees**

The following definitions are applicable to fees charged to students at the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, and Eastern Idaho Technical College.

a. General Education Fees

General education fees are to be deposited into the unrestricted or restricted current fund accounts as required by Section V, Subsection Q.

(1) Tuition

Tuition is defined as the fee charged for the cost of instruction at the colleges and universities. The cost of instruction shall not include those costs associated with said colleges and universities, such as maintenance and operation of physical plant, student services and institutional support, which are complementary to, but not part of the instructional program. Tuition may be charged only to nonresident, full-time and part-time students enrolled in any degree-granting program and to Professional-Technical Education students enrolled in pre-employment, preparatory programs.

(2) Matriculation Fee

Matriculation fee is defined as the fee charged for maintenance and operation of physical plant, student services, and institutional support for full-time students enrolled in academic credit courses and Professional-Technical Education pre-employment, preparatory programs.

(3) Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

(4) Part-time Education Fee

Part-time education fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

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(5) Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post-baccalaureate degree-granting program.

(6) Summer School Fee

Summer school fee is defined as the fee charged for educational costs for students enrolled in academic programs in summer semester.

(7) Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the matriculation fee, facility fee, and activity fee.

(8) Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

(9) Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

(10) In-Service Teacher Education Fee

The fee shall be one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses. The following guidelines will determine if a course or individual qualifies for this special fee.

- (a) The student must be an Idaho public school teacher or other professional employee of an Idaho school district.
- (b) The costs of instruction are paid by an entity other than an institution.
- (c) The course must be approved by the appropriate academic unit(s) at the institution.

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(d) The credit awarded is for professional development and cannot be applied towards a degree program.

(11) Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

b. Local Fees

Local fees are both full-time and part-time student fees which are to be deposited into the local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

(1) Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of general education facilities.

(2) Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

(3) Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

(4) Professional Fee

Professional fee is defined as the additional fee charged for educational costs for students enrolled in specialized degree granting programs such as pharmacy, law, medicine, veterinary medicine, dentistry, physician assistant, physical therapy, architecture and landscape architecture.

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(5) Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

(6) Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

**2. Board Policy on Student Fees**

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain fees that are competitive with those of western peer institutions. Therefore, the total fee for full-time undergraduate and graduate students for both residents and nonresidents shall not exceed the peer group average of the prior year. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

**3. Fees Approved by the Chief Executive Officer of the Institution**

a. Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

b. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the chief executive officer of the institution no later than three (3) months prior to the semester the change is to become effective. The chief executive officer shall report such changes to the Board at its June meeting.

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c. Activity and Facility Fees

The chief executive officer of the institution shall approve the amount of each of these fees prior to the April Board meeting. The change is to become effective prior to the beginning of the academic year following the change. The chief executive officer or his or her designee shall meet and confer with the associated student body before approving these fees. The institution shall hold a public meeting on the fee changes, and a report of the meeting shall be made available to the Board.

**4. Fees Approved by the Board**

a. Fees Requiring Board Approval

- (1) Tuition
- (2) Matriculation
- (3) Professional-Technical Education Fee
- (4) Part-time Education Fee
- (5) Graduate Fee
- (6) Summer School Fee
- (7) Professional Fee
- (8) Course Overload Fee

b. Initial Notice

A proposal to alter a student fee covered by Subsection V.R.4.a shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made. Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

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c. Board Approval

Generally, Board approval for fees will be considered annually at the April Board meeting. This requirement is intended to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

d. Effective Date

Any change in the rate of fees or tuition becomes effective on the date approved by the Board unless otherwise specified.

## Colleges & Universities

### Summary of FY2003 Annual Student Fees As Recommended by the Institutions

Institution	FY02 Fees	Recommended Fee Increases						Recomded FY2003 Fees	
		Board Apprd Fees		CEO Apprd Fees		Total Fees			
		Amount	% Incr	Amount	% Incr	Amount	% Incr		
<b>1 Full-time Fees &amp; Tuition:</b>									
<b>2 Resident Noninstructional Fees:</b>									
3 Undergraduate:									
4	Boise State University	\$2,664.50	\$369.50	13.87%	(\$50.00)	-1.88%	\$319.50	11.99%	\$2,984.00
5	Idaho State University	\$2,800.00	\$336.00	12.00%	\$0.00	0.00%	\$336.00	12.00%	\$3,136.00
6	University of Idaho	\$2,720.00	\$324.00	11.91%	\$0.00	0.00%	\$324.00	11.91%	\$3,044.00
7	Lewis Clark State College	\$2,550.00	\$315.00	12.35%	(\$13.00)	-0.51%	\$302.00	11.84%	\$2,852.00
8	Eastern Idaho Tech College	\$1,298.00	\$26.00	2.00%	\$26.00	2.00%	\$52.00	4.01%	\$1,350.00
9									
10 Graduate:									
11	Boise State University	\$3,262.50	\$417.50	12.80%	(\$50.00)	-1.53%	\$367.50	11.26%	\$3,630.00
12	Idaho State University	\$3,432.00	\$336.00	9.79%	\$0.00	0.00%	\$336.00	9.79%	\$3,768.00
13	University of Idaho	\$3,260.00	\$324.00	9.94%	\$0.00	0.00%	\$324.00	9.94%	\$3,584.00
14									
<b>15 Nonresident Tuition and Fees:</b>									
16 Undergraduate									
17	Boise State University	\$8,864.50	\$569.50	6.42%	(\$50.00)	-0.56%	\$519.50	5.86%	\$9,384.00
18	Idaho State University	\$9,040.00	\$336.00	3.72%	\$0.00	0.00%	\$336.00	3.72%	\$9,376.00
19	University of Idaho	\$8,720.00	\$1,044.00	11.97%	\$0.00	0.00%	\$1,044.00	11.97%	\$9,764.00
20	Lewis Clark State College	\$7,988.00	\$587.00	7.35%	(\$13.00)	-0.16%	\$574.00	7.19%	\$8,562.00
21	Eastern Idaho Tech College	\$4,758.00	\$164.00	3.45%	\$26.00	0.55%	\$190.00	3.99%	\$4,948.00
22									
23 Graduate:									
24	Boise State University	\$9,462.50	\$617.50	6.53%	(\$50.00)	-0.53%	\$567.50	6.00%	\$10,030.00
25	Idaho State University	\$9,672.00	\$336.00	3.47%	\$0.00	0.00%	\$336.00	3.47%	\$10,008.00
26	University of Idaho	\$9,260.00	\$1,044.00	11.27%	\$0.00	0.00%	\$1,044.00	11.27%	\$10,304.00
27									
28									
<b>29 Part-time Credit Hour Fees &amp; Tuition:</b>									
<b>30 Resident Fees:</b>									
31 Undergraduate:									
32	Boise State University	\$135.25	\$16.25	12.01%	(\$2.50)	-1.85%	\$13.75	10.17%	\$149.00
33	Idaho State University	\$140.00	\$17.00	12.14%	\$0.00	0.00%	\$17.00	12.14%	\$157.00
34	University of Idaho	\$140.00	\$14.00	10.00%	\$0.00	0.00%	\$14.00	10.00%	\$154.00
35	Lewis Clark State College	\$119.00	\$21.00	17.65%	\$0.00	0.00%	\$21.00	17.65%	\$140.00
36	Eastern Idaho Tech College	\$65.00	\$3.00	4.62%	\$0.00	0.00%	\$3.00	4.62%	\$68.00
37	In-Service Teacher Fee	\$45.00	\$5.00	11.11%	\$0.00	0.00%	\$5.00	11.11%	\$50.00
38									
39 Graduate:									
40	Boise State University	\$167.25	\$19.25	11.51%	(\$2.50)	-1.49%	\$16.75	10.01%	\$184.00
41	Idaho State University	\$172.00	\$17.00	9.88%	\$0.00	0.00%	\$17.00	9.88%	\$189.00
42	University of Idaho	\$167.00	\$14.00	8.38%	\$0.00	0.00%	\$14.00	8.38%	\$181.00
43	In-Service Teacher Fee	\$56.00	\$6.00	10.71%	\$0.00	0.00%	\$6.00	10.71%	\$62.00
44									
<b>45 Nonresident Tuition and Fees:</b>									
46 Additional Nonresident Cr Hr Tuition									
47	Idaho State University	\$90.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$90.00
48	University of Idaho	\$95.00	\$10.00	10.53%	\$0.00	0.00%	\$10.00	10.53%	\$105.00

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**BOISE STATE UNIVERSITY**  
**Recommendations for Changes to Student Fees for FY2003**  
**Annual Full-Time Fees and Part-Fime Credit Hours Fees**

	Bd Appv	FY02 Fees	FY03 Initial Notice	Recommended Fees		
				FY03 Fees	Amt Incr	% Incr
<b>Student Fees:</b>						
<b>Full-time Fees:</b>						
Matriculation Fee	**	\$1,492.00	\$1,861.50	\$1,861.50	\$369.50	24.77%
Technology Fee		82.50	82.50	82.50	0.00	0.00%
Facilities Fees		556.00	506.00	506.00	(50.00)	-8.99%
Student Activity Fees		534.00	534.00	534.00	0.00	0.00%
<b>Total Full-time Fees</b>		<u>\$2,664.50</u>	<u>\$2,984.00</u>	<u>\$2,984.00</u>	<u>\$319.50</u>	11.99%
<b>Part-time Credit Hour Fees:</b>						
Education Fee	**	\$86.15	\$102.40	\$102.40	\$16.25	18.86%
Technology Fee		4.40	4.40	4.40	0.00	0.00%
Facilities Fees		26.40	23.90	23.90	(2.50)	0.00%
Student Activity Fees		18.30	18.30	18.30	0.00	0.00%
<b>Total Part-time Cr Hr Fees:</b>		<u>\$135.25</u>	<u>\$149.00</u>	<u>\$149.00</u>	<u>\$13.75</u>	10.17%
<b>Summer Fees:</b>						
Education Fee	**	\$86.15	\$102.40	\$102.40	\$16.25	18.86%
Technology Fee		4.40	4.40	4.40	0.00	0.00%
Facilities Fees		26.40	23.90	23.90	(2.50)	-9.47%
Student Activity Fees		18.30	18.30	18.30	0.00	0.00%
<b>Total Summer Fees:</b>		<u>\$135.25</u>	<u>\$149.00</u>	<u>\$149.00</u>	<u>\$13.75</u>	10.17%
<b>Other Student Fees:</b>						
Graduate Fees:						
Full-time Grad/Prof	**	\$598.00	\$646.00	\$646.00	\$48.00	8.03%
Part-time Graduate/Hour	**	\$32.00	\$35.00	\$35.00	\$3.00	9.38%
Nonresident Tuition:						
Nonres Tuition	**	\$6,200.00	\$6,400.00	\$6,400.00	\$200.00	3.23%
Other Fees:						
Western Undergrad Exchge		\$1,332.25		\$1,492.00	\$159.75	11.99%
Overload fee		\$135.25	\$149.00	\$149.00	\$13.75	10.17%
In-service Fees/Cr Hr - Undergrad		\$45.00		\$50.00	\$5.00	11.11%
In-service Fees/Cr Hr - Grad		\$56.00		\$62.00	\$6.00	10.71%
<b>Total Other Student Fees</b>						

**BOISE STATE UNIVERSITY**  
**Potential Student Fee Revenue Changes for FY2003**  
**Due to Enrollment and Fee Changes**

	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes		Total Rev Chge	
	FY02	FY03	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
<b>Student Fees:</b>								
<b>1 Full-time Fees:</b>								
2 Matriculation Fee	10,200	10,200	\$0		\$3,768,900		\$3,768,900	
3 Technology Fee	10,200	10,200		0		0		0
4 Facilities Fees	10,200	10,200		0		(510,000)		(510,000)
5 Student Activity Fees	10,200	10,200		0		0		0
6 <b>Total Full-time Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$3,768,900</u>	<u>(\$510,000)</u>	<u>\$3,768,900</u>	<u>(\$510,000)</u>
7								
<b>8 Part-time Credit Hour Fees:</b>								
9 Education Fee	44,000	44,000	\$0		\$715,000		\$715,000	
10 Technology Fee	38,000	38,000		0		0		0
11 Facilities Fees	38,000	38,000		0		(95,000)		(95,000)
12 Student Activity Fees	38,000	38,000		0		0		0
13 <b>Total Part-time Cr Hr Fees:</b>			<u>\$0</u>	<u>\$0</u>	<u>\$715,000</u>	<u>(\$95,000)</u>	<u>\$715,000</u>	<u>(\$95,000)</u>
14								
<b>15 Summer Fees:</b>								
16 Education Fee	22,275	22,275	\$0		\$362,000		\$362,000	
17 Technology Fee	14,971	14,971		\$0		\$0		\$0
18 Facilities Fees	14,971	14,971		\$0		(\$37,400)		(\$37,400)
19 Student Activity Fees	14,971	14,971		\$0		\$0		\$0
20 <b>Total Summer Fees:</b>			<u>\$0</u>	<u>\$0</u>	<u>\$362,000</u>	<u>(\$37,400)</u>	<u>\$362,000</u>	<u>(\$37,400)</u>
21								
<b>22 Other Student Fees:</b>								
23 Graduate Fees:								
24 Full-time Grad/Prof	320	320	\$0		\$15,400		\$15,400	
25 Part-time Graduate/Hour	7,200	7,200	\$0		\$21,600		\$21,600	
26 Nonresident Tuition:								
27 Nonres Tuition-Fall	250	250	\$0		\$50,000		\$50,000	
28 Other Fees:								
29 Western Undergrad Exchge	225	225	\$0		\$35,900		\$35,900	
30 Overload Fee	360	360	\$0		\$5,000		\$5,000	
31 In-service Fees/Cr Hr - Undergrad			\$0		\$0		\$0	
32 In-service Fees/Cr Hr - Grad	6,200	6,200	\$0		\$37,200		\$37,200	
33 <b>Total Other Student Fees</b>			<u>\$0</u>	<u>\$0</u>	<u>\$122,900</u>	<u>\$0</u>	<u>\$122,900</u>	<u>\$0</u>
34								
35 <b>Total Additional Student Fee Revenue</b>			<u><u>\$0</u></u>	<u><u>\$0</u></u>	<u><u>\$4,968,800</u></u>	<u><u>(\$642,400)</u></u>	<u><u>\$4,968,800</u></u>	<u><u>(\$642,400)</u></u>
36								



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**IDAHO STATE UNIVERSITY**  
**Recommendations for Changes to Student Fees for FY2003**  
**Annual Full-Time Fees and Part-Time Credit Hours Fees**

	Bd	FY02	FY03	Recommended Fees		
	Appv	Fees	Initial Notice	FY03 Fees	Amt Incr	% Incr
<b>Student Fees:</b>						
<b>1 Full-time Fees:</b>						
2 Matriculation Fee	**	\$1,561.20	\$1,897.20	\$1,897.20	\$336.00	21.52%
3 Technology Fee		72.00	72.00	72.00	0.00	0.00%
4 Facilities Fees		360.00	360.00	360.00	0.00	0.00%
5 Student Activity Fees		806.80	806.80	806.80	0.00	0.00%
6 <b>Total Full-time Fees</b>		<u>\$2,800.00</u>	<u>\$3,136.00</u>	<u>\$3,136.00</u>	<u>\$336.00</u>	<u>12.00%</u>
7						
8 <b>Part-time Credit Hour Fees:</b>						
9 Education Fee	**	\$106.10	\$123.10	\$123.10	\$17.00	16.02%
10 Technology Fee		6.00	6.00	6.00	0.00	0.00%
11 Facilities Fees		0.00	0.00	0.00	0.00	0.00%
12 Student Activity Fees		27.90	27.90	27.90	0.00	0.00%
13 <b>Total Part-time Cr Hr Fees:</b>		<u>\$140.00</u>	<u>\$157.00</u>	<u>\$157.00</u>	<u>\$17.00</u>	<u>12.14%</u>
14						
15 <b>Other Student Fees:</b>						
16 Graduate Fees:						
17 Full-time Grad/Prof	**	\$632.00	\$632.00	\$632.00	\$0.00	0.00%
18 Part-time Graduate/Hour	**	\$32.00	\$32.00	\$32.00	\$0.00	0.00%
19 Nonresident Tuition:						
20 Nonres Tuition	**	\$6,240.00	\$6,240.00	\$6,240.00	\$0.00	0.00%
21 Part-time Nonres Tuition	**	\$90.00	\$90.00	\$90.00	\$0.00	0.00%
22 Professional Fees:						
23 PharmD - Resident	**	\$1,186.00	\$1,228.00	\$1,228.00	\$42.00	3.54%
24 PharmD - Nonres	**	\$4,060.00	\$4,206.00	\$4,206.00	\$146.00	3.60%
25 Phys Therapy - Resident	**	\$1,186.00	\$1,228.00	\$1,228.00	\$42.00	3.54%
26 Phys Therapy - Nonres	**	\$4,060.00	\$4,206.00	\$4,206.00	\$146.00	3.60%
27 Occu Therapy - Resident	**	\$1,186.00	\$1,228.00	\$1,228.00	\$42.00	3.54%
28 Occu Therapy - Nonres	**	\$4,060.00	\$4,206.00	\$4,206.00	\$146.00	3.60%
29 Physician Assistant - Res	**	\$9,150.00	\$9,750.00	\$9,750.00	\$600.00	6.56%
30 Physician Assistant - Nonres	**	\$11,100.00	\$11,100.00	\$11,100.00	\$0.00	0.00%
31 Nursing-MSN		\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	New
32 Idaho Dental Education (IDEP)		\$11,752.00	\$12,490.00	\$12,490.00	\$738.00	6.28%
33 Other Fees:						
34 Western Undergrad Exchge		\$1,400.00		\$1,568.00	\$168.00	12.00%
35 In-service Fees/Cr Hr - Undergrad		\$45.00		\$50.00	\$5.00	11.11%
36 In-service Fees/Cr Hr - Grad		\$56.00		\$62.00	\$6.00	10.71%
37						
38						
39						
40						

**IDAHO STATE UNIVERSITY**  
**Potential Student Fee Revenue Changes for FY2003**  
**Due to Enrollment and Fee Changes**

	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH Enrollment		Enrollment Changes		Fee Changes		Total Rev Chge	
	FY02	FY03	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
<b>Student Fees:</b>								
1 <b>Full-time Fees:</b>								
2 Matriculation Fee	8,775	9,035	\$405,900		\$3,035,800		\$3,441,700	
3 Technology Fee	8,775	9,035		18,700		0		18,700
4 Facilities Fees	8,775	9,035		93,600		0		93,600
5 Student Activity Fees	8,775	9,035		209,800		0		209,800
6 <b>Total Full-time Fees</b>			<u>\$405,900</u>	<u>\$322,100</u>	<u>\$3,035,800</u>	<u>\$0</u>	<u>\$3,441,700</u>	<u>\$322,100</u>
7								
8 <b>Part-time Credit Hour Fees:</b>								
9 Education Fee	32,800	34,270	\$156,000		\$582,600		\$738,600	
10 Technology Fee	32,800	34,270		8,800		0		8,800
11 Facilities Fees	32,800	34,270		0		0		0
12 Student Activity Fees	32,800	34,270		41,000		0		41,000
13 <b>Total Part-time Cr Hr Fees:</b>			<u>\$156,000</u>	<u>\$49,800</u>	<u>\$582,600</u>	<u>\$0</u>	<u>\$738,600</u>	<u>\$49,800</u>
14								
15 <b>Other Student Fees:</b>								
16 Graduate Fees:								
17 Full-time Grad/Prof	598	590	(\$5,100)		\$0		(\$5,100)	
18 Part-time Graduate/Hour	7,825	7,345	(15,400)		0		(15,400)	
19 Nonresident Tuition:								
20 Nonres Tuition	160	160	0				0	
21 Part-time Nonres Tuition	900	1,186	25,700				25,700	
22 Professional Fees:								
23 PharmD - Resident	174	181		8,300		7,600		15,900
24 PharmD - Nonres	34	27		(28,400)		3,900		(24,500)
25 Phys Therapy - Resident	41	34		(8,300)		1,400		(6,900)
26 Phys Therapy - Nonres	15	16		4,100		2,300		6,400
27 Occu Therapy - Resident	22	15		(8,300)		18,700		10,400
28 Occu Therapy - Nonres	2	0		(8,100)		0		(8,100)
29 Physician Assistant - Res	37	38		9,200		22,800		32,000
30 Physician Assistant - Nonres	2	9		77,700		0		77,700
31 Nursing-MSN	17	17		0		17,000		17,000
32 Idaho Dental Education (IDEP)	8	8		0		5,900		5,900
33 Other Fees:								
34 Western Undergrad Exchge	282	183	(69,300)		15,400		(53,900)	
35 In-service Fees/Cr Hr - Undergrad			0		0		0	
36 In-service Fees/Cr Hr - Grad	8,680	7,300	(77,300)		43,800		(33,500)	
37 <b>Total Other Student Fees</b>			<u>(\$141,400)</u>	<u>\$46,200</u>	<u>\$59,200</u>	<u>\$79,600</u>	<u>(\$82,200)</u>	<u>\$125,800</u>
38								
39 <b>Total Additional Student Fee Revenue</b>			<u>\$420,500</u>	<u>\$418,100</u>	<u>\$3,677,600</u>	<u>\$79,600</u>	<u>\$4,098,100</u>	<u>\$497,700</u>
40								

**IDAHO STATE UNIVERSITY**  
ANTICIPATED USE OF PROPOSED FEE REVENUE INCREASE  
FY 2002-2003

<i>Matriculation &amp; Other General Education Fees</i>	4,098,100	
Mitigation of State Funding Reduction		4,098,100

Student fee increases, in conjunction with the reorganization of current operations, will allow ISU to maintain a high level of service while accommodating anticipated enrollment increases and funding prior commitments to program enhancements.

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# UNIVERSITY OF IDAHO

## Recommendations for Changes to Student Fees for FY2003 Annual Full-Time Fees and Part-Time Credit Hours Fees

<b>Student Fees:</b>		Bd	FY02	FY03	Recommended Fees		
		Appv	Fees	Initial Notice	FY03 Fee	Amt Incr	% Incr
1	<b>Full-time Fees:</b>						
2	Matriculation Fee	**	\$1,371.20	\$1,695.20	\$1,695.20	\$324.00	23.63%
3	Technology Fee		117.00	134.00	134.00	17.00	14.53%
4	Facilities Fees		577.50	560.50	560.50	(17.00)	-2.94%
5	Student Activity Fees		654.30	654.30	654.30	0.00	0.00%
6	<b>Total Full-time Fees</b>		<u>2,720.00</u>	<u>3,044.00</u>	<u>3,044.00</u>	<u>324.00</u>	11.91%
7							
8	<b>Part-time Credit Hour Fees:</b>						
9	Education Fee	**	\$83.85	\$97.85	\$97.85	\$14.00	16.70%
10	Technology Fee		6.00	8.15	8.15	2.15	0.00%
11	Facilities Fees		20.85	18.70	18.70	(2.15)	0.00%
12	Student Activity Fees		29.30	29.30	29.30	0.00	0.00%
13	<b>Total Part-time Cr Hr Fees:</b>		<u>\$140.00</u>	<u>\$154.00</u>	<u>\$154.00</u>	<u>\$14.00</u>	10.00%
14							
15	<b>Other Student Fees:</b>						
16	Graduate Fees:						
17	Full-time Grad/Prof	**	\$540.00	\$540.00	\$540.00	\$0.00	0.00%
18	Part-time Graduate/Hour	**	\$27.00	\$27.00	\$27.00	\$0.00	0.00%
19	Summer Session 2003	**	\$154.00	\$167.00	\$167.00	\$13.00	8.44%
20	Continuing Educ/Outreach Programs	**	\$140.00	\$154.00	\$154.00	\$14.00	10.00%
21	Nonresident Tuition						
22	Nonres Tuition - Full-Time	**	\$6,000.00	\$6,720.00	\$6,720.00	\$720.00	12.00%
23	Part-time Nonres Tuition	**	\$95.00	\$105.00	\$105.00	\$10.00	10.53%
24	Professional Fees:						
25	Law-Resident & Nonresident	**	\$1,900.00	\$2,400.00	\$2,400.00	\$500.00	26.32%
26	Architecture Programs	**	\$616.00	\$704.00	\$704.00	\$88.00	14.29%
27	Other Fees:						
28	Western Undergrad Exchge	**	\$1,360.00		\$1,522.00	\$162.00	11.91%
29	In-service Fees/Cr Hr - Undergrad		\$45.00		\$45.00	\$0.00	0.00%
30	In-service Fees/Cr Hr - Grad		\$56.00		\$56.00	\$0.00	0.00%
31							
32							
33							
34							
35	1) Changes to Facility & Computing Fees						
36	Full-time						
37	Recreational Facilities R&R		\$37.00	(17.00)	\$20.00	(17.00)	-45.95%
38	Student Computing & Network Access		\$117.00	\$134.00	\$134.00	\$17.00	14.53%
39	Part-time						
40	Recreational Facilities R&R		\$2.15	(2.15)	\$0.00	(2.15)	-100.00%
41	Student Computing & Network Access		\$6.00	\$8.15	\$8.15	\$2.15	35.83%
42	2) Changes to Student Activity Fees:						
43	Full-time:						
44	Associated Students		\$90.00	\$98.00	\$98.00	\$8.00	8.89%
45	Kibbie Center Operations		\$14.00	\$17.00	\$17.00	\$3.00	21.43%
46	Student Recr Center Operations		\$42.00	\$55.00	\$55.00	\$13.00	30.95%
47	Student Health Services		\$80.00	(40.00)	\$40.00	(40.00)	-50.00%
48	Commons/Union Operations		\$121.00	\$137.00	\$137.00	\$16.00	13.22%

# UNIVERSITY OF IDAHO

## Potential Student Fee Revenue Changes for FY2003 Due to Enrollment and Fee Changes

	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes		Total Rev Chge	
	FY02	FY03	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
<b>Student Fees:</b>								
<b>1 Full-time Fees:</b>								
2 Matriculation Fee	8,420	9,010	\$809,000		\$2,919,200		\$3,728,200	
3 Technology Fee	8,420	9,010		69,000		153,200		222,200
4 Facilities Fees	8,420	9,010		340,700		(153,200)		187,500
5 Student Activity Fees	8,420	9,010		386,000		0		386,000
<b>6 Total Full-time Fees</b>			<b>\$809,000</b>	<b>\$795,700</b>	<b>\$2,919,200</b>	<b>\$0</b>	<b>\$3,728,200</b>	<b>\$795,700</b>
<b>7</b>								
<b>8 Part-time Credit Hour Fees:</b>								
9 Education Fee	5,140	6,350	\$101,500		\$88,900		\$190,400	
10 Technology Fee	5,140	6,350		7,300		13,700		21,000
11 Facilities Fees	5,140	6,350		25,200		(13,700)		11,500
12 Student Activity Fees	5,140	6,350		35,500		0		35,500
<b>13 Total Part-time Cr Hr Fees:</b>			<b>\$101,500</b>	<b>\$68,000</b>	<b>\$88,900</b>	<b>\$0</b>	<b>\$190,400</b>	<b>\$68,000</b>
<b>14</b>								
<b>15 Other Student Fees:</b>								
<b>16 Graduate Fees:</b>								
17 Full-time Grad/Prof	1,095	1,140	\$24,300		\$0		\$24,300	
18 Part-time Grad/Prof/CrHr	14,680	16,790	\$57,000		\$0		\$57,000	
19 Summer Session 2003	11,250	13,130	\$289,500		\$170,700		\$460,200	
20 Continuing Educ/Outreach Progr	10,600	11,590	\$138,600		\$162,300		\$300,900	
<b>21 Nonresident Tuition</b>								
22 Nonres Tuition - Full-Time	640	685	\$270,000		\$493,200		\$763,200	
23 Part-time Nonres Tuition	1,200	1,470	\$25,700		\$14,700		\$40,400	
<b>24 Professional Fees:</b>								
25 Law-Resident & Nonresident	270	290	\$38,000		\$145,000		\$183,000	
26 Architecture Programs	325	375	\$30,800		\$33,000		\$63,800	
<b>27 Other Fees:</b>								
28 Western Undergrad Exchge	520	515	(\$6,800)		\$83,400		\$76,600	
29 In-service Fees/Cr Hr - Undergrad			\$0		\$0		\$0	
30 In-service Fees/Cr Hr - Grad			\$0		\$0		\$0	
<b>31 Total Other Student Fees</b>			<b>\$867,100</b>	<b>\$0</b>	<b>\$1,102,300</b>	<b>\$0</b>	<b>\$1,969,400</b>	<b>\$0</b>
<b>32</b>								
<b>33 Total Additional Student Fee Revenue</b>			<b>\$1,777,600</b>	<b>\$863,700</b>	<b>\$4,110,400</b>	<b>\$0</b>	<b>\$5,888,000</b>	<b>\$863,700</b>
<b>34</b>								
<b>35 1 Changes to Facility &amp; Computing Fees</b>								
<b>36 Full-Time:</b>								
37 Recreational Facilities R&R	8,420	9,010		\$21,800		(\$153,170)		(\$131,370)
38 Student Cmpting & Ntwrk Acce:	8,420	9,010		\$69,000		\$153,170		\$222,170
<b>39 Part-time</b>								
40 Recreational Facilities R&R	5,140	6,350		\$2,600		(\$13,700)		(\$11,100)
41 Student Cmpting & Ntwrk Acce:	5,140	6,350		\$7,300		\$13,700		\$21,000
<b>42 2 Changes to Student Activity Fees:</b>								
<b>43 Full-time:</b>								
44 Associated Students	8,420	9,010		\$53,100		\$72,080		\$125,180
45 Kibbie Center Operations	8,420	9,010		\$8,300		\$27,030		\$35,330
46 Student Recr Center Operation:	8,420	9,010		\$24,800		\$117,130		\$141,930
47 Student Health Services	8,420	9,010		\$47,200		(\$360,400)		(\$313,200)
48 Commons/Union Operations	8,420	9,010		\$71,400		\$144,160		\$215,560

**University of Idaho**  
**Student Fees and Tuition Information**

**The Fee Process**

The fee process this year was a continuation of the process that was adopted last year. Student leaders are members of the university's fiscal emergency committee. Thus we began our work on the fee request with a shared understanding of the budget challenge we face. After an initial public presentation of requested fee increases and reallocations within existing activity fees, we continued to work with student leaders in regular weekly meetings after the start of the Spring semester. We discussed with student leadership all aspects of our fee increase, including a general restructuring of our student health services, the priorities for reallocating activity fees, and an initiative to temporarily reallocate facility fees to expand wireless internet access across the campus in FY03. Through a collaborative process we were able to reach consensus on a proposal that responds constructively to their suggestions, priorities, and concerns while implementing our financial plan for the budget challenge.

Proposals for increase in the Professional Fee in Law and Architecture were discussed with student leadership in these colleges. Those increases are continuing a multi-year phase-in of fee increases dedicated to those colleges and programs.

On the evening of March 11th, we held a community workshop in the Idaho Commons. The administration made a comprehensive presentation of the fee increase request including the impact of proposed professional fee increases for Architecture, Landscape Architecture, and Law. Comments by student leaders and all others were addressed to the assembled group.

Both the administration and student leaders are pleased with the reengineered process for developing the fee request. Not only have we significantly improved communications with student leaders, but we have also significantly expanded web-based access to information about fees for all students and stakeholders in the process.

**General Education Fees and Tuition:**

The attached worksheet, which estimates potential fee and tuition revenue changes for FY2003, is predicated on the fee and tuition rates contained in the UI Notice of Intent to Adopt Student Fee and Rate Increases and adjusted for current enrollment levels. The primary use for the new revenues generated by the fee and tuition increases will be the restoration of funds lost to the statewide General Account holdback. These funds are critical for sustaining programs and services.

Increases are also proposed for the Architecture Professional Fee and the Law Professional Fee. These requests represent multi-year-phased increases. The Architecture Professional Fee revenue increases will be used to address a variety of the college's needs including the computer studios (hardware, software, workstations), the

**University of Idaho**  
**Student Fees and Tuition Information - continued**

Visual Resource Center (slides, facility improvements, equipment), and other college equipment and resource needs. The Law College Professional Fee increases will be used to address needs such as faculty salaries, Law Library holdings, support funds, scholarships and support staff. The Law College Professional Fee is the 2<sup>nd</sup> year of a multi-year plan that projects increases into FY06.

Increases in the fees for Summer Programs and Outreach Programs (off campus programs) are also proposed. Both programs rely extensively on generated income and will use the additional revenues to enhance program offerings and sustain the delivery infrastructure. The university would like to expand access to off-campus and summer courses by allowing the published fee for some courses or sections of a course to vary from the typical fee by +/- 50%. The Summer Program fee for FY04 (summer of 2003) is included to enable Summer Programs to advertise Board-approved fee levels in advance.

**Non-General Education Fees:**

As noted above, some restructuring of activity and facility fees will take place in FY03. There are no increases planned to the total activity or facility fees, only reallocations within existing fee levels. The details of these restructured fees are shown on the attached worksheet. The following information briefly summarizes the reallocations:

Recreational Facilities R&R (\$153,170 reallocation): A temporary reallocation of a portion of this fee will direct resources into the Student Computing and Network Access fee. These one-time resources will be used to expand the wireless network infrastructure across the campus.

Student Health Services (\$360,400 reallocation): Following the restructuring of Student Health Services, reallocations of a portion of this fee will be used for the following:

- Commons/Union Operations (\$144,160): Operating funds for the Commons/Union facilities.
- Associated Students (\$72,080): Additional funds for ASUI activities programming.
- Student Recreation Center (\$117,130): Operating funds for the Student Recreation Center.
- Kibbie Dome (\$27,030): Operating funds for the Kibbie Dome facility.

**LEWIS-CLARK STATE COLLEGE**  
**Recommendations for Changes to Student Fees for FY2003**  
**Annual Full-Time Fees and Part-Time Credit Hours Fees**

	Bd Appv	FY02 Fees	FY03 Initial Notice	Recommended Fees		
				FY03 Fees	Amt Incr	% Incr
<b>Student Fees:</b>						
1						
2						
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# LEWIS-CLARK STATE COLLEGE

## Potential Student Fee Revenue Changes for FY2003 Due to Enrollment and Fee Changes

	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH	Enrollmt	Enrollment Changes		Fee Changes		Total Rev Change	
	FY02	FY03	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
<b>Student Fees:</b>								
<b>1 Full-time Fees:</b>								
2 Matriculation Fee	1,893	1,936	\$62,500		\$609,900		\$672,400	
3 Technology Fee	1,893	1,936		2,700		(3,900)		(1,200)
4 Facilities Fees	1,893	1,936		21,200		(3,900)		17,300
5 Student Activity Fees	1,893	1,936		23,600		(17,400)		6,200
<b>6 Total Full-time Fees</b>			<u>\$62,500</u>	<u>\$47,500</u>	<u>\$609,900</u>	<u>(\$25,200)</u>	<u>\$672,400</u>	<u>\$22,300</u>
<b>7</b>								
<b>8 Part-time Credit Hour Fees:</b>								
9 Education Fee	8,122	7,648	(\$39,500)		\$160,600		\$121,100	
10 Technology Fee	8,122	7,648		(1,200)		0		(1,200)
11 Facilities Fees	8,122	7,648		(7,000)		0		(7,000)
12 Student Activity Fees	8,122	7,648		(8,600)		0		(8,600)
<b>13 Total Part-time Cr Hr Fees:</b>			<u>(\$39,500)</u>	<u>(\$16,800)</u>	<u>\$160,600</u>	<u>\$0</u>	<u>\$121,100</u>	<u>(\$16,800)</u>
<b>14</b>								
<b>15 Other Student Fees:</b>								
16 Graduate Fees:								
17 None								
18 Nonresident Tuition:								
19 Nonres Tuition	56	52	(\$21,800)		\$14,100		(\$7,700)	
20 Nonres Tuition-Asotin County	47	45	(\$6,300)		\$0		(\$6,300)	
21 Professional Fees:								
22 None								
23 Other Fees:								
24 Western Undergrad Exchge	36	64	\$35,700		\$9,700		\$45,400	
25 In-service Fees/Cr Hr - Undergrad			\$0		\$0		\$0	
26 Overload (22 cr. or more)	0	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>27 Total Other Student Fees</b>			<u>\$7,600</u>	<u>\$0</u>	<u>\$23,800</u>	<u>\$0</u>	<u>\$31,400</u>	<u>\$0</u>
<b>28</b>								
<b>29 Total Additional Student Fee Revenue</b>			<u>\$30,600</u>	<u>\$30,700</u>	<u>\$794,300</u>	<u>(\$25,200)</u>	<u>\$824,900</u>	<u>\$5,500</u>
<b>30</b>								
<b>31</b>								
<b>32 1) Changes to Facility Fees</b>								
33 Full-time:								
34 Silverthorne Theatre Expansio	1,893	1,936		\$1,800		(\$3,900)		(\$2,100)
35 Part-time:								
36 None								
<b>37</b>								
<b>38 2) Changes to Student Activity Fees:</b>								
39 Full-time:								
40 Co-Curricular Activities	1,893	1,936		\$600		(\$1,900)		(\$1,300)
41 Loans	1,893	1,936		\$0		(\$7,700)		(\$7,700)
42 Student Handbook	1,893	1,936		\$100		(\$3,900)		(\$3,800)
43 Programming	1,893	1,936		\$600		(\$1,900)		(\$1,300)
44 Institutional Development	1,893	1,936		\$900		(\$1,900)		(\$1,000)
45 Other	1,893	1,936		\$21,400		\$0		\$21,400
46 Part-time:								
47 None								

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**Lewis-Clark State College**  
**Utilization of Proposed FY 2003 Fee**  
**Increase Revenues**

The college requests that that State Board of Education approve the following changes to its fee structure:

1. Increase the full-time resident fee by 11.8% (\$151 per semester)
2. Increase the part-time fee by 17.6% (\$21 per credit hour)
3. Increase nonresident tuition by 5% (\$136 per semester)
4. Implement an overload fee, as permitted by SBOE policy, which will charge students \$140 per credit hour for every hour taken over the 21 credits level.

Changes in the full-time fee include a 21.7% increase in the matriculation fee (\$157.50 per semester). The revenue realized from the increases to the matriculation fee, part-time fee and nonresident tuition will be utilized in the following ways:

1. To address needs in the areas of physical plant, student services and institutional support.
2. To help offset inflation of operating funds.
3. To minimize, to the extent possible, the effects of the budget cuts imposed by the 2002 Legislature. The institution has yet to finalize its budget plan for FY 2003 so it is too early to identify the specific areas that will benefit from the additional revenue generated from the fee increases.

In order to stay within the 12% limit set by the SBOE in November 2001, and to maximize revenue in the matriculation fee, the college also is reducing fees in other fee categories by \$6.50 per semester as follows:

1. Decrease the technology fee by \$1.00 per semester.
2. Decrease the Silverthorne Theater fee by \$1.00 per semester.
3. Decrease the following activity fees:
  - a. Co-curricular fee by \$.50.
  - b. Loan fee by \$2.00
  - c. Student Handbook fee by \$1.00
  - d. Student Programming fee by \$.50
  - e. Institutional Development fee by \$.50

The decreases listed above reflect the input of students. Students provided valuable feedback and opinions on various proposals presented during the fee discussions that have been occurring for the past few months.

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# EASTERN IDAHO TECHNICAL COLLEGE

## Recommendations for Changes to Student Fees for FY2003 Annual Full-Time Fees and Part-Time Credit Hour Fees

Annual Fees	Bd	FY02	FY03	Institutional Recommendation		
	Appv	Fees	Initial Notice	FY03 Fees	Amt Incr	% Incr
<b>Full-time Fees:</b>						
Vocational Education Fee	**	\$814.00	\$840.00	\$840.00	\$26.00	3.19%
Technology Fee		40.00	40.00	40.00	0.00	0.00%
Student Activity Fees 1)		444.00	470.00	470.00	26.00	5.86%
<b>Total Full-time Fees</b>		<u>\$1,298.00</u>	<u>\$1,350.00</u>	<u>\$1,350.00</u>	<u>\$52.00</u>	<u>4.01%</u>
<b>Part-time Credit Hour Fees:</b>						
Education Fee	**	\$65.00	\$68.00	\$68.00	\$3.00	4.62%
<b>Total Part-time Cr Hr Fees:</b>		<u>\$65.00</u>	<u>\$68.00</u>	<u>\$68.00</u>	<u>\$3.00</u>	<u>4.62%</u>
<b>Additional Nonresident Tuition:</b>						
Full-time Nonresident Tuition	**	\$3,460.00	\$3,598.00	\$3,598.00	\$138.00	3.99%
Part-time Nonresident Tuition/Cr	**	\$65.00	\$68.00	\$68.00	\$3.00	4.62%
1) Changes to Student Activity Fees:						
Full-time:						
Bookstore		\$16.00	\$16.00	\$16.00	\$0.00	0.00%
Institutional Development		\$30.00	\$30.00	\$30.00	\$0.00	0.00%
Library		\$158.00	\$158.00	\$158.00	\$0.00	0.00%
Parking		\$24.00	\$50.00	\$50.00	\$26.00	108.33%
Registration		\$98.00	\$98.00	\$98.00	\$0.00	0.00%
Scholarship		\$62.00	\$62.00	\$62.00	\$0.00	0.00%
Student Body		\$40.00	\$40.00	\$40.00	\$0.00	0.00%
Student Union		\$16.00	\$16.00	\$16.00	\$0.00	0.00%
<b>Total</b>		<u>\$444.00</u>	<u>\$470.00</u>	<u>\$470.00</u>	<u>\$26.00</u>	<u>5.86%</u>

# EASTERN IDAHO TECHNICAL COLLEGE

## Potential Student Fee Revenue Changes for FY2003 Due to Enrollment and Fee Changes

	Projected		Potential Revenue Generated Due to Enrollment and Fee Changes					
	HC/SCH Enrollmt		Enrollment Changes		Fee Changes		Total Rev Chge	
	FY02	FY03	Gen Educ	Local	Gen Educ	Local	Gen Educ	Local
1								
2	360	360	\$0.00		\$9,400.00		\$9,400.00	
3	360	360		0.00				0.00
4	360	360		0.00		9,360.00		9,360.00
5	<b>Total Full-time Fees</b>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,400.00</u>	<u>\$9,360.00</u>	<u>\$9,400.00</u>	<u>\$9,360.00</u>
6								
7								
8	3,200	3,200			\$9,600.00		\$9,600.00	
9	<b>Total Part-time Cr Hr Fees:</b>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,600.00</u>	<u>\$0.00</u>	<u>\$9,600.00</u>	<u>\$0.00</u>
10								
11								
12	0	0			\$0.00		\$0.00	
13	0	0			0.00		0.00	
14	<b>Total Other Student Fees</b>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
15								
16			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$19,000.00</u>	<u>\$9,360.00</u>	<u>\$19,000.00</u>	<u>\$9,360.00</u>
17								
18								
19								
20								
21	Bookstore	360	360	\$0.00		\$0.00	\$0.00	\$0.00
22	Institutional Development	360	360	\$0.00		\$0.00	\$0.00	\$0.00
23	Library	360	360	\$0.00		\$0.00	\$0.00	\$0.00
24	Parking	360	360	\$0.00		\$9,360.00	\$0.00	\$9,360.00
25	Registration	360	360	\$0.00		\$0.00	\$0.00	\$0.00
26	Scholarship	360	360	\$0.00		\$0.00	\$0.00	\$0.00
27	Student Body	360	360	\$0.00		\$0.00	\$0.00	\$0.00
28	Student Union	360	360	\$0.00		\$0.00	\$0.00	\$0.00
29	<b>Total</b>			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,360.00</u>	<u>\$9,360.00</u>

**Eastern Idaho Technical College**  
**Brief Discussion Related To Proposed FY 2003 Fee Increase**

Eastern Idaho Technical College is proposing to increase by 4% the full-time resident and full-time non-resident student enrollment fees for the 2002 – 2003 instructional year. Similarly, the College is proposing to increase the part-time resident and part-time non-resident enrollment fees by 4.6% as part of the College financial plan. As mentioned, the increase in student enrollment fees is anticipated to commence with the 2002 fall semester.

Further, the proposed student enrollment fee increases will generate approximately \$28,400. The College proposes to use the additional revenue in support of campus parking, enhance educational support and to help offset rising maintenance costs.

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## College & Universities

### State Ranking by Type of Institution - WICHE States 2001 - 2002 Tuition & Fees

#### Resident Undergraduate Annual Fees

Universities: (BSU, ISU,Uofl)			Amount	% of Average	Other Institutions: LCSC		
					Amount	% of Average	
1	Oregon	3,926	138.86%	1	South Dakota	3,638	126.57%
2	South Dakota	3,607	127.58%	2	Oregon	3,635	126.46%
3	Montana	3,451	122.06%	3	Montana	3,130	108.89%
4	Washington	3,353	118.60%	4	Washington	3,059	106.42%
5	Colorado	3,305	116.90%	5	North Dakota	2,909	101.20%
6	North Dakota	3,267	115.55%		<b>Average</b>	<b>2,874</b>	<b>100.00%</b>
7	Hawaii	3,253	115.06%	6	Colorado	2,614	90.94%
8	Alaska	3,143	111.17%	7	Idaho	2,554	88.85%
9	New Mexico	3,033	107.28%	8	Utah	2,223	77.34%
	<b>Average</b>	<b>2,827</b>	<b>100.00%</b>	9	New Mexico	2,221	77.27%
10	Utah	2,817	99.64%	10	Hawaii	2,166	75.36%
11	Wyoming	2,807	99.28%				
12	Idaho	2,728	96.49%				
13	Arizona	2,486	87.93%				
14	California	2,471	87.40%				
15	Nevada	2,415	85.42%				

#### Nonresident Undergraduate

Universities: (BSU, ISU,UI)			Amount	% of Average	Other Institutions: (LCSC)		
					Amount	% of Average	
1	Colorado	14,531	138.19%	1	Washington	10,679	123.08%
2	Oregon	13,752	130.78%	2	Oregon	9,683	111.60%
3	Washington	11,205	106.56%	3	Colorado	9,530	109.84%
4	California	10,953	104.17%	4	Montana	9,203	106.07%
5	New Mexico	10,707	101.82%		<b>Average</b>	<b>8,676</b>	<b>100.00%</b>
	<b>Average</b>	<b>10,515</b>	<b>100.00%</b>	5	New Mexico	8,131	93.71%
6	Arizona	10,352	98.45%	5	Idaho	7,992	92.11%
7	Montana	9,840	93.58%	6	South Dakota	7,721	88.99%
8	Hawaii	9,733	92.56%	7	Hawaii	7,518	86.65%
9	Idaho	8,875	84.40%	8	Utah	6,747	77.76%
10	Utah	8,653	82.29%	9	North Dakota	6,435	74.17%
11	Nevada	8,490	80.74%				
12	Wyoming	8,279	78.73%				
13	Alaska	8,213	78.11%				
14	North Dakota	7,866	74.81%				
15	South Dakota	7,690	73.13%				

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EXHIBIT V

History of WICHE States Fees and Tuition  
For Universities Only - Undergraduate

Status/State	FY96	FY97	FY98	FY99	FY00	FY01	FY02	% Chge FY96 - FY02
<b>Resident Fees</b>								
Alaska	2,478	2,544	2,605	2,774	2,853	2,938	3,143	26.84%
Arizona	1,950	2,009	2,058	2,158	2,259	2,344	2,486	27.49%
California	2,563	2,745	2,603	2,511	2,450	2,461	2,471	-3.59%
Colorado	2,795	2,869	2,957	3,037	3,086	3,158	3,305	18.25%
Hawaii	1,631	2,421	2,944	3,045	3,141	3,157	3,253	99.45%
Idaho	1,615	1,763	1,967	2,149	2,343	2,501	2,728	68.92%
Montana	2,397	2,495	2,654	2,823	2,966	3,073	3,451	43.97%
Nevada	1,830	1,920	1,995	2,070	2,145	2,340	2,415	31.97%
New Mexico	2,043	2,133	2,181	2,295	2,466	2,768	3,033	48.46%
North Dakota	2,369	2,469	2,622	2,780	2,921	3,049	3,267	37.91%
Oregon	3,292	3,443	3,505	3,586	3,616	3,666	3,926	19.26%
South Dakota	2,602	2,678	2,777	2,974	3,196	3,407	3,607	38.62%
Utah	2,250	2,301	2,388	2,477	2,552	2,650	2,817	25.20%
Washington	2,570	2,667	2,771	2,915	3,035	3,146	3,353	30.47%
Wyoming	2,005	2,144	2,326	2,330	2,416	2,575	2,807	40.00%
Average	2,446	2,522	2,586	2,627	2,640	2,710	2,827	15.58%
<b>Nonresident Fees &amp; Tuition</b>								
Alaska	6,798	6,954	7,105	7,394	7,623	7,858	8,213	20.81%
Arizona	7,707	8,093	8,415	8,765	9,066	9,459	10,352	34.32%
California	10,039	10,279	10,449	10,529	10,641	10,780	10,953	9.10%
Colorado	11,633	12,133	12,590	13,031	13,319	13,826	14,531	24.91%
Hawaii	4,825	7,869	9,429	9,525	9,621	9,637	9,733	101.72%
Idaho	7,000	7,320	7,853	8,189	8,383	8,581	8,875	26.79%
Montana	6,679	6,980	7,485	8,029	8,396	8,735	9,840	47.33%
Nevada	6,730	7,020	7,460	7,840	8,492	9,320	8,490	26.15%
New Mexico	7,170	7,487	7,663	8,057	8,669	9,831	10,707	49.33%
North Dakota	5,893	5,993	6,356	6,724	7,063	7,398	7,866	33.48%
Oregon	10,375	11,146	11,494	11,895	12,424	13,078	13,752	32.55%
South Dakota	5,257	6,128	6,410	6,649	7,015	7,359	7,690	46.28%
Utah	6,875	7,040	7,307	7,527	7,749	8,050	8,653	25.86%
Washington	8,369	8,996	9,423	9,907	10,255	10,506	11,205	33.89%
Wyoming	6,403	6,872	7,414	7,418	7,684	7,693	8,279	29.30%
Average	8,730	9,112	9,422	9,745	9,886	10,162	10,515	20.45%

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## Resident Student Fees

### Comparison of Median Household Income & Per Capita Personal Income As a Percent of 2000 - 2001 Resident Undergraduate Annual Fees Universities Only

Universities:	2001-2002 Fees		Median Household Income				Per Capita Personal Income			
	Amount	Rank	2000 Med Inc		Fees/Med Hs Inc		2000 Pers Inc		Fees/Pers Inc	
			Amount	Rank	%	Rank	Amount	Rank	%	Rank
Alaska	3,143	8	50,746	1	6.19%	12	29,597	4	10.62%	10
Arizona	2,486	13	41,456	9	6.00%	13	24,991	10	9.95%	13
California	2,471	14	46,802	4	5.28%	15	32,225	2	7.67%	15
Colorado	3,305	5	48,506	2	6.81%	9	32,441	1	10.19%	12
Hawaii	3,253	7	48,026	3	6.77%	10	27,819	6	11.69%	7
Idaho	2,728	12	37,462	11	7.28%	7	23,640	12	11.54%	8
Montana	3,451	3	32,045	15	10.77%	1	22,541	14	15.31%	1
Nevada	2,415	15	44,755	6	5.40%	14	29,551	5	8.17%	14
New Mexico	3,033	9	35,254	14	8.60%	5	21,883	15	13.86%	4
North Dakota	3,267	6	35,349	13	9.24%	4	24,780	11	13.18%	5
Oregon	3,926	1	42,440	7	9.25%	3	27,649	7	14.20%	2
South Dakota	3,607	2	36,172	12	9.97%	2	25,993	9	13.88%	3
Utah	2,817	10	45,230	5	6.23%	11	23,364	13	12.06%	6
Washington	3,353	4	42,024	8	7.98%	6	31,129	3	10.77%	9
Wyoming	2,807	11	39,026	10	7.19%	8	27,436	8	10.23%	11
Average	3,071		41,686		7.53%		27,003		11.55%	

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**College & Universities  
Peer Comparisons  
Resident Undergraduate Tuition and Fees \***

		2001-2002	2000-2001	INCREASE	
				AMOUNT	PERCENT
<b>BOISE STATE UNIVERSITY</b>					
BSU	Cleveland State University	\$ 4,464	\$ 4,110	\$ 354	8.6%
BSU	George Mason University (Virginia)	3,792	3,768	24	0.6%
BSU ISU	Portland State University	3,720	3,525	195	5.5%
BSU ISU	University of Northern Iowa	3,440	3,130	310	9.9%
BSU ISU	University of Nebraska - Omaha	3,225	3,011	214	7.1%
BSU	University of Texas El Paso	3,200	2,985	215	7.2%
BSU	Eastern Washington University	3,069	2,895	174	6.0%
BSU	University of Alaska Anchorage	3,052	2,769	283	10.2%
<i>AVERAGE</i>		<i>2,977</i>	<i>2,815</i>	<i>162</i>	<i>5.6%</i>
BSU ISU	University of Northern Colorado	2,811	2,753	58	2.1%
BSU ISU	Wichita State University	2,798	2,759	39	1.4%
<b>Boise State University</b>		<b>2,664</b>	<b>2,450</b>	<b>214</b>	<b>8.7%</b>
BSU	Arizona State University West	2,486	2,344	142	6.1%
BSU ISU	Northern Arizona University	2,486	2,344	142	6.1%
BSU ISU	University of Nevada Las Vegas	2,415	2,340	75	3.2%
BSU	Weber State University	2,252	2,118	134	6.3%
BSU	California State University – Fresno	1,762	1,746	16	0.9%
<b>IDAHO STATE UNIVERSITY</b>					
ISU	Indiana State University	\$ 3,794	\$ 3,564	\$ 230	6.5%
ISU BSU	Portland State University	3,720	3,525	195	5.5%
ISU BSU	University of Northern Iowa	3,522	3,204	318	9.9%
ISU	University of Montana	3,521	3,066	455	14.8%
ISU UI	Montana State University Bozeman	3,381	3,079	302	9.8%
ISU	University of North Dakota	3,261	3,088	173	5.6%
ISU BSU	University of Nebraska - Omaha	3,225	3,011	214	7.1%
<i>AVERAGE</i>		<i>3,056</i>	<i>2,857</i>	<i>199</i>	<i>6.8%</i>
ISU UI	New Mexico State University	3,006	2,790	216	7.7%
ISU	University of Colorado Denver	2,934	2,698	236	8.7%
ISU BSU	University of Northern Colorado	2,811	2,753	58	2.1%
ISU UI	University of Wyoming	2,807	2,575	232	9.0%
<b>Idaho State University</b>		<b>2,800</b>	<b>2,578</b>	<b>222</b>	<b>8.6%</b>
ISU BSU	Wichita State University	2,798	2,759	39	1.4%
ISU BSU	Northern Arizona University	2,486	2,344	142	6.1%
ISU BSU	University of Nevada Las Vegas	2,415	2,340	75	3.2%
ISU UI	University of Nevada Reno	2,415	2,340	75	3.2%

**College & Universities  
Peer Comparisons  
Resident Undergraduate Tuition and Fees \***

		2001-2002	2000-2001	INCREASE		
				AMOUNT	PERCENT	
<b>UNIVERSITY OF IDAHO</b>						
UI	Oregon State University	\$ 3,987	\$ 3,654	\$ 333	9.1%	
UI	University of Arkansas - Fayetteville	3,956	3,669	287	7.8%	
UI	Washington State University	3,898	3,658	240	6.6%	
UI	University of Nebraska - Lincoln	3,790	3,450	340	9.9%	
UI	Texas Tech University	3,489	3,274	215	6.6%	
UI	Iowa State University	3,442	3,204	238	7.4%	
UI ISU	Montana State University - Bozeman	3,381	3,079	302	9.8%	
UI	Colorado State University	3,252	3,135	117	3.7%	
		<i>AVERAGE</i>	<i>3,177</i>	<i>2964</i>	<i>213</i>	<i>7.1%</i>
UI ISU	New Mexico State University	3,006	2,790	216	7.7%	
UI	Kansas State University	2,835	2,781	54	1.9%	
UI ISU	University of Wyoming	2,807	2,575	232	9.0%	
UI	Oklahoma State University	2,779	2,587	192	7.4%	
		<b>University of Idaho</b>	<b>2,720</b>	<b>2,476</b>	<b>244</b>	<b>9.9%</b>
UI	Utah State University	2,590	2,403	187	7.8%	
UI	University of Arizona	2,486	2,344	142	6.1%	
UI ISU	University of Nevada Reno	2,415	2,340	75	3.2%	
<b>LEWIS-CLARK STATE COLLEGE</b>						
LCSC	Lock Haven University of Pennsylvania	\$ 4,890	\$ 4,548	\$ 342	7.5%	
LCSC	Lake Superior State (Michigan)	4,334	4,014	320	8.0%	
LCSC	University of Maine Farmington	4,227	3,956	271	6.9%	
LCSC	University of South Carolina Aiken	3,828	3,648	180	4.9%	
LCSC	Dakota State University (South Dakota)	3,774	3,568	206	5.8%	
LCSC	Central State University (Ohio)	3,723	3,573	150	4.2%	
LCSC	Southwest State University (Minnesota)	3,717	3,394	323	9.5%	
LCSC	Eastern Oregon University	3,621	3,387	234	6.9%	
LCSC	Valley City State University (North Dakota)	3,306	3,173	133	4.2%	
LCSC	Texas A&M Galveston	3,233	3,113	120	3.9%	
		<i>AVERAGE</i>	<i>3,215</i>	<i>3,023</i>	<i>192</i>	<i>6.3%</i>
LCSC	University of Arkansas - Monticello	2,935	2,680	255	9.5%	
LCSC	University of Montana Northern	2,865	2,692	173	6.4%	
LCSC	Western Montana University	2,723	2,603	120	4.6%	
		<b>Lewis Clark State College</b>	<b>2,554</b>	<b>2,360</b>	<b>194</b>	<b>8.2%</b>
LCSC	Western State College (Colorado)	2,423	2,270	153	6.7%	
LCSC	University of Hawaii Hilo	2,354	2,330	24	1.0%	
LCSC	Southeastern Oklahoma State University	2,250	2,066	184	8.9%	
LCSC	Southern Utah University	2,194	2,066	128	6.2%	
LCSC	New Mexico Highlands University	2,134	1,992	142	7.1%	

\* SOURCES:  
WICHE Tuition & Fees In Public Higher Education in the West  
Washington Higher Education Coordinating Board Tuition and Fee Rates  
The Chronicle of Higher Education

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**ACTION ITEM**

**SUBJECT**

Idaho Promise Scholarship - Category A Award

**BACKGROUND**

The intent of the Idaho Promise Category A scholarship is to encourage the best and brightest Idaho students to attend an Idaho college or university. Applicants are ranked based on academic and professional-technical high school records, and ACT or COMPASS scores. Seventy-five percent of the scholarships are awarded to students pursuing academic programs and twenty-five percent are awarded to professional-technical students.

The provisions of Idaho Code §33-4307.2.a require the State Board of Education to annually set the amount of the award. The amount of the scholarship was increased in FY 98 from \$2,650 to \$2,750 and in FY02 from \$2,750 to \$3,000 per year (\$1,500 per semester).

**DISCUSSION**

The FY03 appropriation for the Promise Category A Scholarship is \$341,400. Historically, the Board has awarded an average of 25-40 new scholarships per year depending on the number of continuing recipients from previous years.

There are sufficient funds to award 40 new Promise, Category A Scholarships for the 2002-03 school year at \$3,000 per student renewable for up to 4 years for academic programs and 2 years for professional-technical programs.

**IMPACT**

With 40 new awards in addition to the anticipated 74 continuing students, if the scholarship were set at \$3,000, the total amount awarded to students in FY03 would be \$342,000. That could result in a slight shortfall of \$600 that could easily be made up from the likely attrition of some students in the spring semester, or from another scholarship program if necessary.

**STAFF COMMENTS**

Staff recommends that the State Board of Education award 40 \$3,000 annual Idaho Promise Category A Scholarships to the top 30 academic students and to the top 10 professional-technical students.

**BOARD ACTION**

A motion to recommend to the Board that the amount of the Category A Promise Scholarship be set at \$3,000 per year for qualified students in the 2002-03 academic year.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**ACTION ITEM**

**SUBJECT**

Idaho Promise Scholarship – Category B Award

**BACKGROUND**

During the 2001 session, the Idaho Legislature appropriated \$3.0 M to fund the Idaho Promise Scholarship Program for FY02. In this first year, the scholarship is \$500 per year, for all Idaho students attending college for the first time and who have a high school grade point average of at least 3.0 or an ACT score of 20 or above. The Idaho Promise Scholarship is limited to two years and to students younger than 22 years of age. Students must maintain at least a 2.5 GPA while taking an average of 12 credits to remain eligible for the scholarship.

**DISCUSSION**

The Joint Finance and Appropriations Committee recommended a reduction in the FY02 base budget from \$3 million to \$2.7 million as well as an enhancement of \$1.6 million for a total of \$4.3 million in ongoing General Fund money to provide Promise Category B scholarships during the 2002-03 academic year. The FY03 appropriation will fund the second year of the award for current students who maintain their eligibility and a second class of eligible freshmen entering in the 2002-03 academic year. The statute requires the State Board of Education to annually set the amount of the award based on the legislative appropriation and the number of eligible students.

JFAC also recommended that the Promise Category B Scholarship be reduced from the current \$500 per year to \$400 per year. Based on preliminary estimates of eligible students provided by the colleges and universities in November 2001 and updated in March 2002, the FY03 appropriation will be sufficient to provide a \$400 annual Promise Scholarship to all eligible students.

**FISCAL IMPACT**

Idaho's colleges and universities have estimated the number of eligible freshman in the academic year 2002-03 to be approximately 5,844 students. If the award is set at the JFAC recommended amount of \$400 per student per year, the total amount awarded to all eligible students would be \$4,283,200. This leaves approximately \$17,000 unawarded, which will provide a small degree of flexibility if the number of eligible students changes.

**STAFF COMMENTS**

Approve the \$400 per year award since it will fit within the budget for FY 2003 based on current eligibility projections.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**BOARD ACTION**

A motion to recommend to the Board that the amount of the Idaho Promise Scholarship, Category B, be \$400 per student for those current recipients who maintain eligibility and for qualified first year entering students under the age of 22 in the academic year 2002-03.

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

**INFORMATION ITEM**

**SUBJECT**

Intercollegiate Athletic Report.

**BACKGROUND**

Board policy requires a series of financial reports for the Intercollegiate Athletic programs. It states "At the April Board meeting, the institutions shall submit a budget plan for the upcoming fiscal year beginning July 1. The plans shall detail the sources of revenue by category."

**DISCUSSION**

EXHIBIT Y provides the budget plan for FY 2003 as compared to revised budgets for FY 2002. The sources of revenue are detailed on the first page. This is a preliminary athletic budget for FY 2003. The Board will be presented with a final FY 2003 Athletic Operating Budget for approval at the June meeting.

**IMPACT**

The current and projected revenue for general account and institutional support are within the limits established by Board policy.

**FISCAL IMPACT**

Information only.

**STAFF COMMENTS**

By Board policy, limits have been placed on the amount of funds institutions can allocate from the general account and institutional support. EXHIBIT Z displays these limits.

**BOARD ACTION**

No action required.

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**College & Universities  
Intercollegiate Athletics Report  
Revised Estimates for FY02 and Proposed Spending Plan for FY03**

	Boise State University				Idaho State University				University of Idaho				Lewis Clark State Coll.			
	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj
<b>Revenues/Expend/Fund Balance</b>																
<b>1 Revenue (Detail):</b>																
<b>2 Program Revenue:</b>																
3 Ticket Sales/Event Revenue	1,944,573	1,759,935	2,245,515	485,580	364,500	331,308	366,000	34,693	379,000	276,574	379,000	102,426	23,500	24,000	23,500	(500)
4 Tournament/Bowl/Conf Receipts	383,900	360,222	410,345	50,123	238,000	279,188	255,000	(24,188)	296,743	284,837	317,000	32,163				0
5 Media/Broadcast Receipts	186,300	185,300	200,000	14,700	33,500	30,000	31,500	1,500	215,000	176,800	200,000	23,200	3,600	3,600	3,600	0
6 Concessions/Prog/Parking/Advert	913,914	1,257,959	1,342,681	84,722	233,000	218,408	249,000	30,592	429,000	429,000	479,000	50,000				0
7 Game Guarantees	515,000	515,000	575,000	60,000	129,000	141,000	179,000	38,000	1,338,500	1,346,700	1,136,000	(210,700)				0
8 Foundation/Booster/Priv Donations	1,631,960	2,023,077	1,587,134	(435,943)	411,358	409,363	411,358	1,995	1,281,303	1,243,610	1,387,110	143,500	335,400	267,600	281,000	13,400
9 Other	209,824	219,610	317,685	98,075	5,000	2,500	0	(2,500)	199,504	205,128	185,500	(19,628)	12,000	12,000	12,000	0
10 Total Program Revenue	5,785,471	6,321,103	6,678,360	357,257	1,414,358	1,411,767	1,491,858	80,092	4,139,050	3,962,649	4,083,610	120,961	374,500	307,200	320,100	12,900
<b>11 Non-Program Revenue:</b>																
<b>12 Special Events Revenue:</b>																
13 NCAA/Bowl/World Series	575,000	575,000	0	(575,000)				0	0	0	0	0	350,000	350,000	350,000	0
<b>14 Student Fee Revenue:</b>																
15 Student Fees	1,763,536	1,763,536	1,763,536	0	1,768,823	1,801,444	1,768,823	(32,621)	1,539,440	1,585,161	1,632,920	47,759	255,000	257,000	262,000	5,000
<b>16 State Support::</b>																
17 Approp Funds - Limit	1,867,500	1,867,500	1,745,300	(122,200)	1,867,500	1,867,500	1,745,300	(122,200)	1,867,500	1,779,728	1,587,400	(192,328)	628,000	674,500	628,000	(46,500)
18 Approp Funds - Gender Equity			94,000	94,000	300,000	300,000	300,000	0	192,200	182,785	275,760	92,975	19,700	19,700	19,700	0
19 Total State Support	1,867,500	1,867,500	1,839,300	(28,200)	2,167,500	2,167,500	2,045,300	(122,200)	2,059,700	1,962,513	1,863,160	(99,353)	647,700	694,200	647,700	(46,500)
<b>20 Institutional Support:</b>																
21 Auxiliary Enterprises			0	0	46,000	46,000	46,000	0	50,000	50,000	50,000	0				0
22 Institutional	285,000	292,200	273,100	(19,100)	363,100	363,100	336,300	(26,800)	534,500	534,500	496,200	(38,300)	128,000	100,000	100,000	0
23 Total Instit Support	285,000	292,200	273,100	(19,100)	409,100	409,100	382,300	(26,800)	584,500	584,500	546,200	(38,300)	128,000	100,000	100,000	0
24 Total Non-Program Revenue	4,491,036	4,498,236	3,875,936	(622,300)	4,345,423	4,378,044	4,196,423	(181,621)	4,183,640	4,132,174	4,042,280	(89,894)	1,380,700	1,401,200	1,359,700	(41,500)
<b>25 Total Revenue:</b>	10,276,507	10,819,339	10,554,296	(265,043)	5,759,781	5,789,811	5,688,281	(101,530)	8,322,690	8,094,823	8,125,890	31,067	1,755,200	1,708,400	1,679,800	(28,600)
<b>26</b>																
<b>27 Expenditures:</b>																
28 Coaches Salaries & Bonuses	1,885,506	1,933,003	1,925,812	(7,191)	1,003,324	919,324	1,003,324	84,000	1,467,683	1,540,332	1,491,180	(49,152)	228,300	224,400	246,800	22,400
29 Other Salaries and Wages	1,608,546	1,662,764	1,644,462	(18,302)	831,114	837,668	818,114	(19,554)	1,267,828	1,238,501	1,102,420	(136,081)	178,000	120,000	141,500	21,500
30 Fringe Benefits	1,021,752	1,052,266	1,092,155	39,889	582,021	574,508	592,248	17,740	751,858	746,680	756,999	10,319	138,600	113,100	126,900	13,800
31 Athletic Scholarship/Grants in Aid	1,628,931	1,660,509	1,842,163	181,654	1,353,434	1,222,558	1,397,237	174,679	1,476,344	1,458,712	1,544,903	86,191	240,000	264,500	214,700	(49,800)
32 Game Guarantees	271,800	258,224	268,800	10,576	67,500	65,000	50,500	(14,500)	221,100	221,100	398,600	177,500				0
33 Medical Insurance/Medical Fees	30,000	30,000	30,700	700	62,500	54,845	201,500	146,655	182,500	144,000	145,500	1,500	20,000	20,000	20,000	0
34 Travel:			0	0			0	0			0	0				0
35 Team and Coaches	1,075,444	1,075,444	958,373	(117,071)	499,428	515,400	541,800	26,400	998,870	960,998	851,923	(109,075)	185,000	164,500	132,500	(32,000)
36 Recruiting and Other	245,700	239,700	250,238	10,538	207,400	211,500	222,400	10,900	276,900	251,525	226,400	(25,125)	24,000	14,000	17,500	3,500
37 Supplies, Equip, Serv & Op Exp	1,147,810	1,247,797	1,465,365	217,568	1,067,277	1,114,189	776,159	(338,030)	1,524,368	1,516,329	1,480,176	(36,153)	341,000	382,000	372,000	(10,000)
38 Facility Use Charges	359,374	343,549	334,464	(9,085)	85,000	85,000	85,000	0	110,000	110,000	110,000	0	30,000	30,000	30,000	0
39 Debt Service on Athletic Facilities	401,800	710,762	710,762	0	0	0	0	0	0	0	0	0				0
40 Special Events	575,000	575,000	10,000	(565,000)	0	0	0	0	0	0	0	0	290,000	325,000	325,000	0
41 Capital Improvements	21,000	30,000	19,400	(10,600)	0	0	0	0	44,275	50,613	15,100	(35,513)				0
42 Total Expenditures:	10,272,663	10,819,018	10,552,694	(266,324)	5,758,998	5,599,992	5,688,281	88,289	8,321,726	8,238,790	8,123,201	(115,589)	1,674,900	1,657,500	1,626,900	(30,600)
<b>43</b>																
<b>44 Excess (Deficiency) of Revenues</b>																
<b>45 Over Expenditures</b>	3,844	321	1,602		783	189,819	(0)		964	(143,967)	2,689		80,300	50,900	52,900	
<b>46</b>																
<b>47 Ending Fund Balance 6/30</b>	19,680	16,157	17,759		283,876	472,912	472,912		256,079	111,148	113,837		(78,580)	(107,980)	(55,080)	
<b>48</b>																
<b>49 Nonresident Fee Waivers</b>	1,060,000	1,060,000	1,060,000	0	705,120	829,920	829,920	0	1,080,000	1,050,320	1,100,000	49,680	325,000	325,000	325,000	0
<b>50</b>																
<b>51 Athletic Camp Activity:</b>																
52 Camp Revenue	350,000	350,000	350,000	0	100,000	170,901	120,000	(50,901)	254,175	260,326	260,326	0	30,000	30,000	30,000	0
53 Camp Expenditures	350,000	350,000	350,000	0	100,000	170,364	120,000	(50,364)	254,175	260,326	260,326	0	20,000	20,000	20,000	0
54 Camp Surplus/(Deficit)	0	0	0	0	0	537	0	(537)	0	0	0	0	10,000	10,000	10,000	0

**College & Universities  
Intercollegiate Athletics Report  
Revised Estimates for FY02 and Proposed Spending Plan for FY03**

	<b>Boise State University</b>				<b>Idaho State University</b>				<b>University of Idaho</b>				<b>Lewis Clark State Coll.</b>			
	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj
<b>Revenue by Program:</b>																
55 <b>General Revenue:</b>																
56 Foundation/Booster/Priv Donations	1,631,960	2,023,077	1,587,134	(435,943)	411,358	409,363	411,358	1,995	1,281,303	1,243,610	1,387,110	143,500	335,400	267,600	281,000	13,400
57 Student Fees	1,763,536	1,763,536	1,763,536	0	1,768,823	1,801,444	1,768,823	(32,621)	1,539,440	1,585,161	1,632,920	47,759	255,000	257,000	262,000	5,000
58 Appropriated Funds	1,867,500	1,867,500	1,745,300	(122,200)	2,167,500	2,167,500	2,045,300	(122,200)	2,059,700	1,962,513	1,863,160	(99,353)	647,700	694,200	647,700	(46,500)
59 Institutional Support	285,000	292,200	367,100	74,900	363,100	363,100	336,300	(26,800)	584,500	584,500	546,200	(38,300)	128,000	100,000	100,000	0
60 Special Events	575,000	575,000	0	(575,000)	0	0	0	0	0	0	0	0	350,000	350,000	350,000	0
61 Other	957,778	1,308,375	1,498,584	190,210	489,900	539,096	532,500	(6,596)	845,947	869,665	905,600	35,935	12,000	12,000	12,000	0
62 Total General Revenue	7,080,774	7,829,688	6,961,654	(868,033)	5,200,681	5,280,503	5,094,281	(186,222)	6,310,890	6,245,449	6,334,990	89,541	1,728,100	1,680,800	1,652,700	(28,100)
63 <b>Revenue By Sport:</b>																
64 <b>Men's Programs:</b>																
65 Football																
66 Ticket Sales	1,225,108	1,208,365	1,682,844	474,479	200,000	173,487	200,000	26,514	320,000	242,574	330,000	87,426				0
67 Game Guarantees	475,000	475,000	575,000	100,000	70,000	70,000	80,000	10,000	1,285,000	1,293,200	1,090,000	(203,200)				0
68 Media/Broadcast Receipts	166,140	165,340	168,740	3,400	6,600	8,500	8,500	0	15,000	15,000	0	(15,000)				0
69 Other (Tourn/Bowl/Conf)	273,476	265,340	301,472	36,132	20,000			0	37,000	7,000	34,000	27,000				0
70 Basketball																
71 Ticket Sales	694,392	529,070	541,201	12,131	150,000	150,000	150,000	0	50,000	25,000	40,000	15,000	3,400	3,400	3,400	0
72 Game Guarantees	40,000	40,000	0	(40,000)	55,000	67,000	95,000	28,000	45,000	45,000	41,000	(4,000)				0
73 Media/Broadcast Receipts	65,160	64,960	54,260	(10,700)	5,100	8,500	8,500	0	0	0	0	0				0
74 Other (Tourn/Bowl/Conf)	85,145	81,538	91,302	9,764	20,000	10,000	15,000	5,000	24,000	24,000	24,000	0				0
75 Track & Field/Cross Country	19,955	18,731	21,114	2,383	1,000	1,500	1,500	0	4,000	4,000	4,000	0				0
76 Tennis	7,678	7,204	8,207	1,002				0	1,000	1,000	0	(1,000)				0
77 Baseball Ticket Sales				0				0				0	13,600	14,100	13,600	(500)
78 Wrestling	12,784	12,007	13,306	1,299				0				0				0
79 Golf	7,678	7,204	8,207	1,002				0	5,550	5,550	5,400	(150)				0
80 Media/Broadcast Receipts				0		10,000	10,000	0	200,000	161,800	200,000	38,200	3,600	3,600	3,600	0
81 Total Men's Sport Revenue	3,072,517	2,874,759	3,465,653	590,894	527,700	498,987	568,500	69,514	1,986,550	1,824,124	1,768,400	(55,724)	20,600	21,100	20,600	(500)
82 <b>Women's Programs</b>																
83 Volleyball																
84 Ticket Sales	0			0	1,000	3,728	2,500	(1,228)	4,000	4,000	4,000	0	1,200	1,200	1,200	0
85 Game Guarantees	0			0				0	1,500	1,500	0	(1,500)				0
86 Other (Tourn/Bowl/Conf)	17,637	16,569	18,206	1,637	500			0	100	100	0	(100)				0
87 Basketball																
88 Ticket Sales	16,624	14,500	14,834	334	8,000	8,000	8,000	0	5,000	5,000	5,000	0	5,300	5,300	5,300	0
89 Game Guarantees	0			0	4,000	4,000	4,000	0	5,000	5,000	5,000	0				0
90 Media/Broadcast Receipts	0			0	400	3,000	3,000	0	0			0				0
91 Other (Tourn/Bowl/Conf)	14,664	13,999	15,704	1,705	13,000	3,000	3,000	0	0			0				0
92 Track & Field/Cross Country	23,794	22,333	25,218	2,885	1,000	1,500	1,500	0	4,000	4,000	4,000	0				0
93 Tennis	7,678	7,204	8,207	1,002				0	1,000	1,000	0	(1,000)				0
94 Gymnastics	19,785	18,673	20,199	1,526				0				0				0
95 Golf	7,678	7,204	8,207	1,002				0	4,650	4,650	4,500	(150)				0
96 Soccer	15,356	14,409	16,414	2,005	3,500	4,093	3,500	(593)				0				0
97 Rodeo				0				0				0				0
98 Total Women's Sport Rev	123,216	114,892	126,989	12,097	31,400	27,321	25,500	(1,821)	25,250	25,250	22,500	(2,750)	6,500	6,500	6,500	0
99 <b>Total Revenue</b>	10,276,507	10,819,339	10,554,296	(265,043)	5,759,781	5,806,811	5,688,281	(118,530)	8,322,690	8,094,823	8,125,890	31,067	1,755,200	1,708,400	1,679,800	(28,600)

**College & Universities**  
**Intercollegiate Athletics Report**  
**Revised Estimates for FY02 and Proposed Spending Plan for FY03**

	<b>Boise State University</b>				<b>Idaho State University</b>				<b>University of Idaho</b>				<b>Lewis Clark State Coll.</b>			
	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj	FY02 Est as of 10/01	FY02 Est as of 4/02	FY03 Proj as of 4/02	Variance 4/02Est-Proj
<b>Expenditures by Admin/Sport</b>																
<b>100 Administrative and General</b>																
101 Athletic Director Office	856,554	795,766	850,740	54,974	833,517	829,500	801,213	(28,287)	673,385	652,795	628,312	(24,483)	240,000	263,000	313,900	50,900
102 Fund Raising Office	539,214	1,033,654	1,038,070	4,416	171,680	179,543	156,680	(22,863)	378,727	258,065	284,237	26,172	50,600	40,000	50,600	10,600
103 Sports Information	241,686	241,686	236,270	(5,416)	120,138	123,583	114,804	(8,779)	175,532	173,532	121,362	(52,170)				0
104 Trainer/Equipment Manager	192,373	232,373	231,713	(660)	132,180	132,750	147,861	15,111	378,048	343,410	306,302	(37,108)	37,000	37,000	37,000	0
105 Equipment Manager	77,225	77,225	77,225	0	49,201	49,100	49,437	337	0	0	0	0				0
106 Ticket Office	197,881	195,758	184,661	(11,097)				0	17,503	17,503	17,952	449				0
107 Medical/Insurance	30,000	30,000	30,700	700	93,956	84,681	201,500	116,819	386,015	342,168	338,922	(3,246)	20,000	20,000	20,000	0
108 Special Events	575,000	575,000	10,000	(565,000)				0	0	0	0	0	290,000	325,000	325,000	0
109 Other Miscellaneous	734,414	747,657	788,017	40,360	151,554	167,633	178,361	10,728	711,966	776,701	550,044	(226,657)				0
110 Facilities Maint. & Debt Service	1,086,133	1,073,638	1,110,433	36,795				0	0	0	0	0				0
111 Capital Improvements	21,000	30,000	19,400	(10,600)				0	44,275	50,613	15,100	(35,513)				0
<b>112 Total Admin &amp; General</b>	<b>4,551,480</b>	<b>5,032,757</b>	<b>4,577,229</b>	<b>(455,528)</b>	<b>1,552,226</b>	<b>1,566,790</b>	<b>1,649,856</b>	<b>83,066</b>	<b>2,765,451</b>	<b>2,614,787</b>	<b>2,262,231</b>	<b>(352,556)</b>	<b>637,600</b>	<b>685,000</b>	<b>746,500</b>	<b>61,500</b>
113																
<b>114 Men's Programs:</b>																
115 Football	2,534,555	2,569,982	2,631,600	61,618	1,451,034	1,458,534	1,411,749	(46,785)	2,644,025	2,744,781	2,870,513	125,732				0
116 Basketball	639,549	623,090	621,222	(1,867)	555,594	557,344	534,656	(22,688)	795,304	791,386	859,104	67,718	189,900	186,600	168,600	(18,000)
117 Track & Field/Cross Country	238,846	239,001	244,096	5,095	227,121	224,500	219,896	(4,604)	232,939	235,964	227,951	(8,013)	14,000	14,000	29,200	15,200
118 Tennis	146,323	146,364	147,445	1,081	88,086	77,500	84,473	6,973	88,161	87,809	79,886	(7,923)	22,000	21,100	22,600	1,500
119 Baseball				0				0		0	0	0	337,600	331,000	321,000	(10,000)
120 Wrestling	237,590	238,370	242,035	3,665				0		0	0	0				0
121 Golf	44,894	61,144	54,172	(6,972)	61,207	67,500	55,693	(11,807)	88,803	85,920	94,807	8,887	9,500	20,000	2,000	(18,000)
122 Volleyball				0				0				0				0
123 Rodeo				0				0				0				0
<b>124 Total Men's Programs</b>	<b>3,841,758</b>	<b>3,877,951</b>	<b>3,940,570</b>	<b>62,619</b>	<b>2,383,042</b>	<b>2,385,378</b>	<b>2,306,467</b>	<b>(78,911)</b>	<b>3,849,232</b>	<b>3,945,860</b>	<b>4,132,261</b>	<b>186,401</b>	<b>573,000</b>	<b>572,700</b>	<b>543,400</b>	<b>(29,300)</b>
125																
<b>126 Women's Programs</b>																
127 Volleyball	338,939	349,239	339,585	(9,654)	310,157	318,500	282,726	(35,774)	374,662	368,212	384,856	16,644	160,700	113,000	128,000	15,000
128 Basketball	483,217	482,529	488,451	5,922	492,424	460,424	464,887	4,463	511,601	488,943	513,108	24,165	206,600	186,200	162,700	(23,500)
129 Track & Field/Cross Country	279,897	280,033	285,825	5,792	305,493	288,750	295,009	6,259	291,524	295,417	285,099	(10,318)	16,000	16,000	17,000	1,000
130 Tennis	159,238	159,368	161,543	2,174	128,250	117,250	124,668	7,418	135,667	133,575	128,839	(4,736)	22,000	21,100	22,600	1,500
131 Gymnastics	265,810	266,241	282,445	16,204				0		0	0	0				0
132 Golf	92,183	108,563	117,624	9,060	86,663	89,350	85,345	(4,005)	118,740	118,523	131,493	12,970	9,500	12,500	1,000	(11,500)
133 Soccer	260,141	262,336	265,033	2,697	320,090	323,550	297,023	(26,527)	274,849	273,473	285,314	11,841				0
134 Rodeo/New Sport			94,390	94,390	180,653	50,000	182,300	132,300				0	49,500	51,000	5,700	(45,300)
<b>135 Total Women's Programs</b>	<b>1,879,426</b>	<b>1,908,310</b>	<b>2,034,895</b>	<b>126,585</b>	<b>1,823,730</b>	<b>1,647,824</b>	<b>1,731,958</b>	<b>84,134</b>	<b>1,707,043</b>	<b>1,678,143</b>	<b>1,728,709</b>	<b>50,566</b>	<b>464,300</b>	<b>399,800</b>	<b>337,000</b>	<b>(62,800)</b>
136																
<b>137 Total Expenditures</b>	<b>10,272,663</b>	<b>10,819,018</b>	<b>10,552,694</b>	<b>(266,324)</b>	<b>5,758,998</b>	<b>5,599,992</b>	<b>5,688,281</b>	<b>88,289</b>	<b>8,321,726</b>	<b>8,238,790</b>	<b>8,123,201</b>	<b>(115,589)</b>	<b>1,674,900</b>	<b>1,657,500</b>	<b>1,626,900</b>	<b>(30,600)</b>

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## State Board of Education Intercollegiate Athletics Support Limits

### Board Policy on funds allocated for athletic programs from:

General Education Funds:

".....the limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board."

Institutional Funds:

"shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis-Clark State College for FY2000.

In subsequent years, these limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board."

1 <b>Calculation of Limits:</b>	FY00	FY01	FY02	FY03
2 <b>General Education Funds:</b>				
3     Gen Educ Allocation:				
4         General Acct	201,960,100	214,986,500	235,939,800	213,558,800
5         Endowment	12,340,000	13,011,400	15,906,700	13,635,900
6         Std Fees	55,108,400	59,520,900	63,089,600	67,127,300
7             Total	<u>269,408,500</u>	<u>287,518,800</u>	<u>314,936,100</u>	<u>294,322,000</u>
8             % Growth from Prior Year	4.95%	6.72%	9.54%	-6.55%
9     Limits:				
10       Universities	1,597,500	1,704,900	1,867,500	1,745,300
11       % Growth from Prior Year	4.95%	6.72%	9.54%	-6.54%
12       LCSC	593,900	633,800	694,200	648,800
13       % Growth from Prior Year	4.95%	6.72%	9.53%	-6.54%
14				
15 <b>Institutional Funds:</b>				
16     Limits:				
17       Boise State University	250,000	266,800	292,200	273,100
18       % Growth from Prior Year		6.72%	9.52%	-6.54%
19       Idaho State University	350,000	373,500	409,100	382,300
20       % Growth from Prior Year		6.71%	9.53%	-6.55%
21       University of Idaho	500,000	533,600	584,500	546,200
22       % Growth from Prior Year		6.72%	9.54%	-6.55%
23       Lewis-Clark State College	100,000	106,700	116,900	109,200
24       % Growth from Prior Year		6.70%	9.56%	-6.59%

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 11-12, 2002**

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**ACTION ITEM**

**SUBJECT**

Discussion of FY 2004 Budget Request Process

**BACKGROUND**

Board approved budget requests for FY 2004 must be submitted to the executive and legislative branches of government by September 1, 2002. To meet this deadline, the Board must establish the process for developing the requests that will be finalized at the August meeting. The requests are developed in two parts as directed by the Division of Financial Management's Budget Development Manual: maintenance of current operations (MCO) and enhancements. The MCO requests are calculated using the state guidelines and Board policy. Enhancement requests are defined by the Board, representing the unique needs of the institutions and agencies. The Board's budget request guidelines focuses on the development of the enhancement requests, the capital budget requests, special one-time requests and the timeframe for presenting and approving the requests.

**DISCUSSION**

The traditional request guidelines allow institutions/agencies to request enhancements limited to 1% of their budget base. This process involves a comprehensive development process on campus or at an agency that raises the expectations of potential funding. In light of the current economic conditions, the Board may want to consider limiting enhancement requests to a few specific items foregoing the more complex process.

**FISCAL IMPACT**

The institutions and agencies can lobby the governor and legislators for additional funding only for Board approved requests. The fiscal impact depends on the requests that are ultimately funded by the legislature.

**STAFF COMMENTS**

With the prospects of funding for FY 2004 not very promising, the development process should focus on the MCO needs and seeking additional funding for selected items.

**BOARD ACTION**

Potential action based on discussion.

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