

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY</b> Student Services Center	Motion to approve
<b>2</b>	<b>BOISE STATE UNIVERSITY</b> Long Term Facilities Funding Plan	Information item
<b>3</b>	<b>IDAHO STATE UNIVERSITY</b> Land Exchange, Varsity Square	Motion to approve
<b>4</b>	<b>UNIVERSITY OF IDAHO</b> Building Purchase	Information item
<b>5</b>	<b>UNIVERSITY OF IDAHO</b> Student Fee Increase	Motion to approve
<b>6</b>	<b>UNIVERSITY OF IDAHO</b> Employee Health Insurance	Information item
<b>7</b>	<b>UNIVERSITY OF IDAHO</b> a. Water Center Tenant Improvements b. Water Center Sublease	Motions to approve
<b>8</b>	<b>UNIVERSITY OF IDAHO</b> Bond Refinance	Information item
<b>9</b>	<b>UNIVERSITY OF IDAHO</b> Young Land Gift	Motion to approve
<b>10</b>	<b>INTERCOLLEGIATE ATHLETICS - ANNUAL FINANCIAL REPORTS</b> Revenues/Expenditures/Number of Participants & Scholarships	Motion to approve
<b>11</b>	<b>INTERCOLLEGIATE ATHLETICS - EMPLOYEE COMPENSATION REPORTS</b>	Information item

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>12</b>	<b>AGENCY DASHBOARD REPORTS</b> a. Office of the Idaho State Board of Education (OSBE) b. Idaho School for the Deaf and the Blind (ISDB) c. Professional Technical Education (PTE) d. Career Information Systems (CIS) e. Idaho Division of Vocational Rehabilitation (IDVR) f. Idaho Public Television (IPTV) g. Idaho State Historical Society (ISHS) h. Idaho State Library (ISL)	Information item
<b>13</b>	<b>FY04 INSTITUTION AUDIT REPORTS</b> Deloitte and Touche	Motion to approve
<b>14</b>	<b>AUDIT FIRM SERVICES SELECTION</b>	Motion to approve
<b>15</b>	<b>IDAHO STATE LIBRARY</b> Occupancy Costs	Motion to approve
<b>16</b>	<b>LEWIS-CLARK STATE COLLEGE</b> New Residence Hall	Information item
<b>17</b>	<b>UNIVERSITY OF IDAHO</b> UI Foundation Request for Extension of Promissory Note	Motion to approve

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University requests approval to increase the project budget for the Student Services Center by \$3.5 million to include an additional 3,348 NSF (5,178 GSF) to accommodate the programming necessary to meet the “best practices” for a student services facility and to accommodate the significant increase in construction costs since the original building project was approved.

**REFERENCE**

February 2004: Board approved bond financing for the Student Services Center, the Interactive Learning Center, the Energy Performance Project, Stadium Health and Safety Improvements and West Campus Parking

January 2004: Board approval to plan, design, and construct the Student Services Center at a total cost not to exceed \$5,000,000

December 2003: Presentation on several projects and Single Bond System

October 2003: Presentation on Interactive Learning Center, Student Services Center and Stadium Health and Safety Improvements - Board granted concept approval

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.3

**BACKGROUND**

At the January 2004 Board meeting, the Board approved the Student Services Center as a \$5 million total project cost for a facility planned for 34,037GSF.

**DISCUSSION**

As the Student Services Center planning team met with the architects on the planning of this facility, it became apparent that the proposed facility could not properly accommodate all of the functions that were identified to be included during the initial planning of the facility. The new square footage added (5,178 GSF) accounts for \$880,260 of the increased budget. In addition, the cost per square foot for the proposed facility has increased significantly since the original plan was created. In order to meet the stated purposes for this facility, that is to both provide a “one stop shop” for student services and to create new academic space by the relocation of student service departments to the new facility, it is necessary to increase the project scope and budget prior to continuing with the planning and design of the facility and prior to bidding the construction of the facility. The construction cost per square foot is estimated to have increased from

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

\$110 per square foot at the time of the initial request to \$170 per square foot based on material cost increases over the last year. University staff has worked with the architect to estimate the space necessary to accommodate the programs necessary to meet the objective of a “one stop shop.”

**IMPACT**

The resulting cost increase of \$3.5 million will be financed by issuing bonds in the spring of 2005 in conjunction with the Student Health Wellness and Counseling Center if the Board approves the construction of this facility. The source of funding for this increase in project cost is university resources and a proposed increase in the University's facility fee. This facility fee increase will be brought to the Board at the meeting that student fees are set in 2005. The estimated annual additional debt service (30 years at 5 percent) for this project increase is approximately \$262,000 per year starting in FY2007. This equates to approximately a \$10 student fee amount.

**STAFF COMMENTS AND RECOMMENDATIONS**

The requested increase of \$3.5 million is 70% above the original proposal of \$5.0 million. Staff questions the process that occurred between initial and detailed design that results in such a significant programmatic and cost increase. Staff also questions if the construction cost estimates used are consistent with local or regional trends.

University officials will be available and prepared to make a detailed explanation of the programmatic changes involved, and the proposed increase in construction costs.

A Capital Project Tracking Sheet is included with the agenda material.

**BOARD ACTION**

A motion to approve the request by Boise State University to increase the total Student Services Center project cost for planning, design, and construction by \$3.5 million. The total cost of the project is not to exceed \$8,500,000.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOISE STATE UNIVERSITY**  
**Overall Space Summary**

Department	Proposed Net SF	Gross @65%	Unit Cost	Cost
Student Financials	1,690	2,600	\$170	\$442,000
Admissions Office	3,410	5,246	\$170	\$891,846
Disability Services	1,160	1,785	\$170	\$303,385
Registrar	3,390	5,215	\$170	\$886,615
Enrollment Services	230	354	\$170	\$60,154
VP Student Affairs	1,050	1,615	\$170	\$274,615
New Student Orientation	790	1,215	\$170	\$206,615
Financial Aid	2,490	3,831	\$170	\$651,231
Graduate Admissions	760	1,169	\$170	\$198,769
One Stop Shop	3,580	5,508	\$170	\$936,308
Technical Staff	1,180	1,815	\$170	\$308,615
Academic Support	2,500	3,769	\$170	\$653,846
Service Learning	390	600	\$170	\$102,000
Shared Spaces	2,870	4,415	\$170	\$750,615
Total Net Area	25,490			
Net/Gross Ratio	65.0%			
<b>Total Gross Area</b>	<b>39,215</b>			
<b>Estimated Construction Cost (Gross Area x Cost per SF)</b>		39,215	\$170	\$6,666,615
Inflation to mid-point of Construction Period				\$399,997
<b>TOTAL CONSTRUCTION COST</b>				<b>\$7,066,612</b>

**DPW PROJECT BUDGET**

Construction	\$7,066,612
Architect / Engineer Fees (9.5%)	\$671,328
Testing During Construction	\$35,000
Contingency and Change Orders (5%)	\$353,331
Design Level Contingency (5%)	\$353,331
Plan Check	\$14,133
<b>TOTAL PROJECT COST</b>	<b>\$8,493,735</b>

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of October 25, 2004

**History Narrative**

- 1 **Institution/Agency:** Boise State University      **Project:** Student Services Center
- 2 **Project Description:** Student Services building (25,490nsf) to house services to accommodate students in one building location so that they can complete admissions, registration, financial aid and payment plans in one convenient location vs. the multicampus locations currently used. Single location will better utilize staff resources and will also free up other spaces for classrooms, labs and office space.
- 3 **Project Use:** Student services "one-stop shop," including new student information services, new student orientation, admissions, service-learning program, registrar, disabled student services, financial aid and scholarships, academic support services, and student financial services.
- 4 **Project Size:** 39,200 GSF

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000	\$ 730,000	\$ 4,235,000	\$ 35,000	\$ 5,000,000
History of Revisions:								
Proposed Revision #1	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ 296,000	\$ 3,190,000	\$ 14,000	\$ 3,500,000
December, 2004	Architects recommended an additional 5,178GSF to accommodate needed functions. The estimated cost per square foot for the facility has increased from \$110 to \$170 since October 2003 due primarily to material cost increases. The project description, scope and purpose remain the same.							
Total Project Costs	\$ -	\$ -	\$ 8,500,000	\$ 8,500,000	\$ 1,026,000	\$ 7,425,000	\$ 49,000	\$ 8,500,000

History of Funding:	Institutional Funds				* Other Sources of Funds-----			
	PBF	ISBA	Student Revenue	Other	Total Other	Total Funding		
Jan-04	\$ -	\$ -	\$ 5,000,000		\$ 5,000,000	\$ 5,000,000		
Dec-04 Requested Increase			3,500,000		\$ 3,500,000	\$ 3,500,000		
Total	\$ -	\$ -	\$ 5,000,000	\$ 3,500,000	\$ -	\$ 8,500,000	\$ 8,500,000	

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
Subsection: K. Construction Projects

April 2002

**3. Fiscal Revisions to Previously Approved Projects**

Project revisions that substantially alter the use of the project causing changes in project costs between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) must first be submitted to the executive director for review and approval. Changes in project costs of more than five hundred thousand dollars (\$500,000) must first be submitted to the Board for its review and approval. Requests must be supported by a revised detailed project budget and justification for changes.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY**

**SUBJECT**

Long-term facilities funding plan.

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

Boise State University is in the process of updating its Campus Framework Master Plan. This document will set forth the proposed plan for the physical development of the campus. The current Master Plan was approved in 1997 and the University needed a new Master plan to meet its current strategic objectives as approved by the Board. The new Master Plan will take into account two very important documents that also require Board approval. First, the Master Plan will be designed to meet the programmatic needs as expressed in the Eight Year Academic Plan. Second, the Master Plan will coincide with the objectives of the new Five Year Strategic Plan that will be presented to the Board in 2005. Thus, in 2005 the Board will be able to review and approve the new University Strategic Plan and the new University Master Plan. To begin planning the implementation of those concepts, the University has developed a facilities funding plan that will be presented at the December meeting.

**DISCUSSION**

The University uses three funding sources for facilities renovation and improvement and for capital construction: the state permanent building fund, donations and gifts, and the revenue bond system. Historically, these three revenue sources for facilities construction and improvement have been considered separate, i.e. a particular building is identified as either a "state funded" building, a "donation funded" building, or a "student fee bond funded" building. The heart of the proposal is to move away from that system and to an integrated system where all funding sources are considered when financing the construction or improvement of a facility. This will allow the University to leverage state, federal and donated funds with institutional match funds while still respecting and adhering to the terms of the appropriation or gift. If the University focuses less on categorizing the funding source and shifts the focus to which capital expenditure is the true institutional priority, there should be a better result in decision making.

Boise State will then propose new facilities and capital projects based on the Master Plan, the Strategic Plan and the Eight Year Academic Plan. This process will reduce or eliminate the need to propose facilities based upon funding source

**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

availability. Instead, capital requests will be based on institutional need, prioritization, and meeting the Master, Strategic and Academic plans.

Thus, all three funding sources, individually or in some combination, will be considered for all capital projects to the extent the University is able (especially given the limitation on types of facilities that can be constructed with state permanent building fund dollars). The focus of the presentation will also discuss the more prominent role of the revenue bond system in the funding plan.

Idaho law is very clear that the University has only one method of financing facilities. The revenue bond system is the sole method by which the University can raise revenue (unless funds are given by the state or through donations) to finance facilities construction and improvement. However, historically the revenue bonds were limited to use on a case-by-case method. For example, approving a single \$65 fee to finance a recreation center and approving a single \$40 health center fee to build a health center. Since the University has primarily requested student fees to fund auxiliary buildings one at a time, this new proposal would allow student facility fees to be used to fund academic and research facilities in addition to auxiliary buildings to better meet the true institutional needs for space.

The new proposed system will create a student fee that is not tied to a particular facility but rather to the Master Plan. The fee will be used to help fund, along with state and private money, the institutional priorities as they are set by the University and the Board. The Board will retain the full authority over the construction projects and the funding sources as is currently done. However, the available funding sources will give more options to the Board.

This financing plan will also be used to renovate and improve existing facilities. As the University places new emphasis on research and graduate education, the nature of the types of facilities needed changes. Converting a single biology teaching lab into two biology research labs can cost over \$500,000. Given that there is no ongoing funding source for space remodels and improvements, the facility fee will be utilized as a source for these types of capital improvements.

The University proposes to phase this plan in over five years. The amount of the facility fee will be presented to the Board as part of the annual student fee request. As such, the Board will retain its oversight over the process. However, instead of asking for specific fees tied to particular buildings, the Board will see an annual funding proposal for capital facilities and will then have a chance to

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

review the institutional priorities for funding that year. The funding that is approved will then be matched to the prioritized projects, and the capital improvements that are most important to meeting the University's strategic goals can be funded as best as possible.

**IMPACT**

The University sees no impact that is substantively different than how the Board currently oversees both capital projects and bond financing. The same Board approvals for fees and construction projects will apply to the process. However, the real impact will be that the University will be able to utilize its one and only method of capital financing to meet its goals in a more planned and strategic method rather than on an ad hoc basis. Finally, it is not a matter of charging the students "more fees", it is a matter of using those fees in a manner that is consistent with the Master and Strategic Plans rather than on a case-by-case basis.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff notes that Board policy V.I. (Construction Projects) and V.R. (Establishment of Fees) will apply to future requests mentioned in this University agenda item, even if this same policy does not directly apply here. The approach summarized herein appears to be more logical from the standpoint of financing an entire spectrum of identified construction and renovation projects. Staff suggests the Board have a more detailed explanation of the plan being proposed than is presented here.

Revenue bonds (financed by student fees) are one method of financing available for capital project construction. State Permanent Building Fund revenues (as appropriated by the Legislature), and donations and gifts are also available, however uncertain these revenues have been historically.

This is a new concept that was just recently presented to Board staff. A more extensive review of the concept being presented today will occur before the next step, which is approval of the integrated facility and funding system, and individual or groups of projects.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion. Future Board action will be requested as projects are brought forward for Board approval and as student fees are set.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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

**SUBJECT**

Idaho State University (ISU) requests approval to exchange certain property owned by ISU for certain property owned by Varsity Square, LLC (Varsity).

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.1 and Section V.I.2.

**DISCUSSION**

ISU's College of Technology operates its diesel electric technology and building construction technology programs in the Dowling Building near the subject property. Varsity owns a distribution warehouse near the subject property. The exchange will facilitate locating ISU's and Varsity's parking areas contiguous to their respective buildings. Additionally, Varsity will pave the ISU parking area within nine months and ISU will provide a non-exclusive easement to Varsity. This will enable Varsity occasional access to conduct repairs or improvements upon its existing structure. The land area in question is 1 1/2 city lots owned by ISU and an equal amount of property owned by Varsity Square LLC.

**DOCUMENTS**

Documents relating to the exchange of property, provided as attached exhibits, are as follows:

Exhibit A	Idaho State University – Varsity Square, LLC <u>Agreement to Exchange Real Property</u>
Exhibit B	Easement Agreement
Exhibit C	Warranty Deed (Varsity)
Exhibit D	Warranty Deed (ISU)
Exhibit E	Picture of Properties

**IMPACT**

The proposed exchange will not involve the exchange of funds. The exchange will benefit ISU by providing a paved parking area contiguous to property in current use by ISU.

**STAFF AND COMMENTS AND RECOMMENDATIONS**

Staff has reviewed this request for consistency with Board policy and finds the proposal to be in the best interests of Idaho State University and the Board.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**BOARD ACTION**

A motion to approve a request by Idaho State University to exchange real property with Varsity Square, LLC, as follows:

Currently owned by Varsity Square, LLC: all of Lot 1 and the North ½ of Lot 2, Block 437, Pocatello Townsite, Bannock County, Idaho.

Currently owned by Idaho State University: all of Lot 4 and the North ½ of Lot 5, Block 437, Pocatello Townsite, Bannock County, Idaho,

Both are according to the Official Plat of Survey of said lands returned to the General Land Office by the Surveyor General. Subject to all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**Exhibit A**

**IDAHO STATE UNIVERSITY - VARSITY SQUARE, LLC**

**AGREEMENT TO EXCHANGE REAL PROPERTY**

1. Exchange Agreement. Varsity Square, LLC, an Idaho limited liability company (herein referred to as "Varsity"), hereby agrees with Alliance Title & Escrow Corp. (herein referred to as "Escrow Agent") and with the State of Idaho by and through the State Board of Education (herein referred to as the "Board") under this Exchange Agreement to exchange certain real property owned respectively by Varsity and the Board (hereinafter referred to collectively as the "Exchanged Properties"). Varsity and the Board intend for this transaction to qualify as a tax-free exchange under Section 1031 and related sections of the Internal Revenue Code of 1986, as amended.

2. Property to be Received by the Board. Varsity shall transfer to the Board that certain property owned by Varsity in Bannock County, Idaho, which property is more particularly described in Exhibit "A" attached hereto (herein referred to as the "Varsity Property"). The Varsity Property includes all interests of Varsity in the property described; including, but not limited to, all appurtenances to the property.

3. Property To Be Received By Varsity. The Board shall transfer to Varsity that certain property owned by the Board in Bannock County, Idaho, which property is more particularly described in Exhibit "A" attached hereto (herein referred to as the "ISU Property"). The ISU Property includes all interests of the Board in the property described; including, but not limited to, all appurtenances to the property.

4. Covenants and Warranties.

(a) The acquisition of title to the Exchanged Properties shall occur through escrow in a manner so as to facilitate the transaction.

(b) Each of the parties shall not be obligated to assume any mortgage, deed of trust, debt or lease obligation on the property that it is to receive in this transaction.

(c) Varsity warrants that it is the fee title owner of the Varsity Property and that such property is free and clear of any mortgage, deed of trust, debt or lease obligation. The Board warrants that it is the fee title owner of the ISU Property and that such property is free and clear of any mortgage, deed of trust, debt or lease.

(d) Each party shall be solely responsible for securing any preliminary title report or title insurance policy on the property which it is to receive in this transaction.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

**Exhibit A**

5. Closing. The closing shall take place at Alliance Title & Escrow Corp., 303 South 4<sup>th</sup> Avenue, Pocatello, Idaho, as soon as the closing documents can be prepared, which shall be on or before the 20<sup>th</sup> day of December, 2004.

6. Title. Title to the Exchanged Properties will be conveyed by Warranty Deed. Each of the parties has inspected the property which it is to receive in this transaction and agrees to accept such property in its present condition.

7. Prorations and Payment. All tax assessments or other charges on the Exchanged Properties shall be prorated as of the closing date. The parties shall equally pay all customary closing costs. No real estate commissions are to be paid by reason of the sale or transfer of the Exchanged Properties.

8. Possession. The parties shall be granted possession of the properties that they are to receive in this transaction as of the closing date.

9. Hold Harmless. Varsity agrees to hold the Board harmless from all claims in reference to the Varsity Property, and its use, up to and including the date of closing. The Board agrees to hold Varsity harmless from all claims in reference to the ISU Property, and its use, up to and including the date of closing.

10. Obligations of the Escrow Agent. The parties acknowledge that the Escrow Agent's only obligation will be to handle the closing and that Escrow Agent shall have no liability for performance of obligations hereunder, except as it may be authorized in acting as escrow in the exchange and the closing of this Agreement.

11. Default. In the event of default, the defaulting party agrees to pay the other party all costs incurred in enforcing this Agreement, including a reasonable attorneys fee in addition to all other amounts due hereunder and for damages caused by the default, whether or not court action is instituted.

12. Easement Agreement. In consideration of the exchange of properties provided in this Agreement, the parties further agree to enter into an easement agreement concurrent with the execution of this Exchange Agreement, which easement agreement shall be in the form attached hereto as Exhibit C.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with regard to the exchange of the Exchanged Property, and supersedes all previous agreements and understandings between the parties relating to the subject matter of this Agreement. No amendment or modification of this Agreement shall be deemed effective unless and until executed in writing by the parties hereto with the same formality which attended the execution of this Agreement. Escrow Agent need not be a party to this Agreement and the remaining parties agree that the terms of this



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

**Exhibit A**

Agreement are binding upon them.

DATED this \_\_\_\_\_ day of December, 2004.

THE STATE OF IDAHO by and through the      VARSITY SQUARE, LLC  
STATE BOARD OF EDUCATION

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

By: \_\_\_\_\_  
Its Manager

Escrow Agent signs on the condition that the Escrow Agent is not responsible for any performance of obligations, liable for any non-performance, by either party.

ALLIANCE TITLE & ESCROW CORP.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

**Exhibit A**

**Exhibit "A"**

**LEGAL DESCRIPTION OF VARSITY PROPERTY**

All of Lot 1 and the North ½ of Lot 2, Block 437, Pocatello Townsite, Bannock County, Idaho, according to the Official Plat of Survey of said lands returned to the General Land Office by the Surveyor General.

SUBJECT TO all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**Exhibit A**

**Exhibit "B"**

**LEGAL DESCRIPTION OF ISU PROPERTY**

All of Lot 4 and the North ½ of Lot 5, Block 437, Pocatello Townsite, Bannock County, Idaho, according to the Official Plat of Survey of said lands returned to the General Land Office by the Surveyor General.

SUBJECT TO all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

**Exhibit A**

**Exhibit "C"**

**EASEMENT AGREEMENT**

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**Exhibit B**

WHEN RECORDED, MAIL TO:  
Varsity Square, LLC  
Attention: David Hermansen  
315 South 5<sup>th</sup> Avenue  
Pocatello, Idaho 83201

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between THE STATE OF IDAHO by and through THE STATE BOARD OF EDUCATION (hereafter referred to as the "Board"); and VARSITY SQUARE, LLC, an Idaho limited liability company (hereafter referred to as "Varsity").

**RECITALS:**

- A. Pursuant to a written Exchange Agreement entered into on the same date as this Agreement, Varsity has become the owner of real property adjacent to Lot 3 of Block 437 of the Pocatello Townsite (hereinafter referred to as the "Subject Property"), more particularly described on Exhibit A attached hereto.
- B. Pursuant to the referenced Exchange Agreement, Varsity became the owner of all of Lot 4 and the North ½ of Lot 5, Block 437, Pocatello Townsite, and Varsity has been previously the owner of all of Lots 6, 7, 8, 9 and 10 and the South ½ of Lot 5 of Block 437, Pocatello Townsite.
- C. As a result of the exchange described in the Exchange Agreement, Varsity is now the owner of all of Lots 4, 5, 6, 7, 8, 9 and 10, Block 437, Pocatello Townsite, Bannock County, Idaho (hereinafter referred to as the "Varsity Property"), and the Board is now the owner of Lots 1, 2 and 3, Block 437, Pocatello Townsite (hereinafter referred to as the "ISU Property").
- D. The Board and Varsity desire to further document their agreement with regard to an easement over the Subject Property, which is a portion of the ISU Property.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, the parties hereto agree as follows:

1. The Board hereby grants, conveys and assigns to Varsity and its tenants, licensees, permittees, successors and assigns a non-exclusive right of way and

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**Exhibit B**

easement over and across the Subject Property described on Exhibit AA@ attached and made a part hereof. The easement shall be used for the purposes of construction and maintenance of improvements on the Varsity Property or any portion thereof, and for ingress and egress to and from the Varsity Property or any portion thereof. The easement granted herein shall be a private one and shall not be for public use.

2. Varsity shall make a single application of asphalt paving upon the entirety of the ISU Property as soon as weather permits following the execution of this Agreement, but in no event more than nine months from the date of the execution of this Agreement. Such asphalt application shall be performed in a workmanlike manner and to a standard of not less than that of the existing Varsity parking lot on the Varsity Property referred to in this Agreement.

3. The parties shall, at their own expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal and water and air quality.

4. The permission herein given is not exclusive, the Board reserving for itself, its agents, successors, assigns, agents, employees, and licensees the right to use said easement and rights jointly with Varsity. The Board shall not build any structures on the Subject Property and shall not erect any fences or obstruction which would preclude Varsity from its use of the easement for ingress and egress. Varsity shall otherwise cooperate with and accommodate the use of the Subject Property by the Board, and Varsity's use of the easement shall be performed in a manner to minimize the possibility of any interference with, or disruption of, the ownership of the Board, or the use and enjoyment of the Subject Property by the Board or its invitees.

5. The rights, easements and covenants of this Agreement are perpetual covenants and easements running with the land, and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

6. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE STATE OF IDAHO by and through VARSITY SQUARE, LLC  
THE STATE BOARD OF EDUCATION

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**Exhibit B**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_ Its Manager

STATE OF IDAHO )  
 :ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the Idaho State Board of Education, the governmental agency or entity that executed the foregoing instrument, and acknowledged to me that he/she executed the same for and on behalf of the Idaho State Board of Education.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires:

STATE OF IDAHO )  
 :ss.  
COUNTY OF BANNOCK )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the Manager of Varsity Square, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires:

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**Exhibit B**

**EXHIBIT A**

All of Lot 3, Block 437, Pocatello Townsite, Bannock County, Idaho, according to the Official Plat of Survey of said lands returned to the General Land Office by the Surveyor General.



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**Exhibit C**

***WARRANTY DEED***

FOR VALUE RECEIVED, VARSITY SQUARE, LLC, an Idaho limited liability company, the grantor, does hereby grant, bargain, sell and convey unto THE STATE OF IDAHO by and through the STATE BOARD OF EDUCATION, the grantee, whose address is Idaho State University Campus Box 8219; Pocatello, Idaho 83209 (Attn: Kenneth R. Prolo), the following described premises, in Bannock County, Idaho, to wit:

All of Lot 1 and the North ½ of Lot 2, Block 437, Pocatello Townsite, Bannock County, Idaho, according to the Official Plat of Survey of said lands returned to the General Land Office by the Surveyor General.

SUBJECT TO all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said grantee and its successors and assigns forever, and the said grantor does hereby covenant to and with the said grantee that it is the owner in fee simple of said premises and that they will warrant and defend the same from all lawful claims whatsoever.

Dated this \_\_\_\_\_ day of December, 2004.

Varsity Square, LLC

By: \_\_\_\_\_  
Its Manager

STATE OF IDAHO                    )  
  :ss.  
COUNTY OF BANNOCK        )

On the \_\_\_\_\_ day of December, 2004, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the Manager of Varsity Square, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said limited liability company.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**Exhibit C**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires:



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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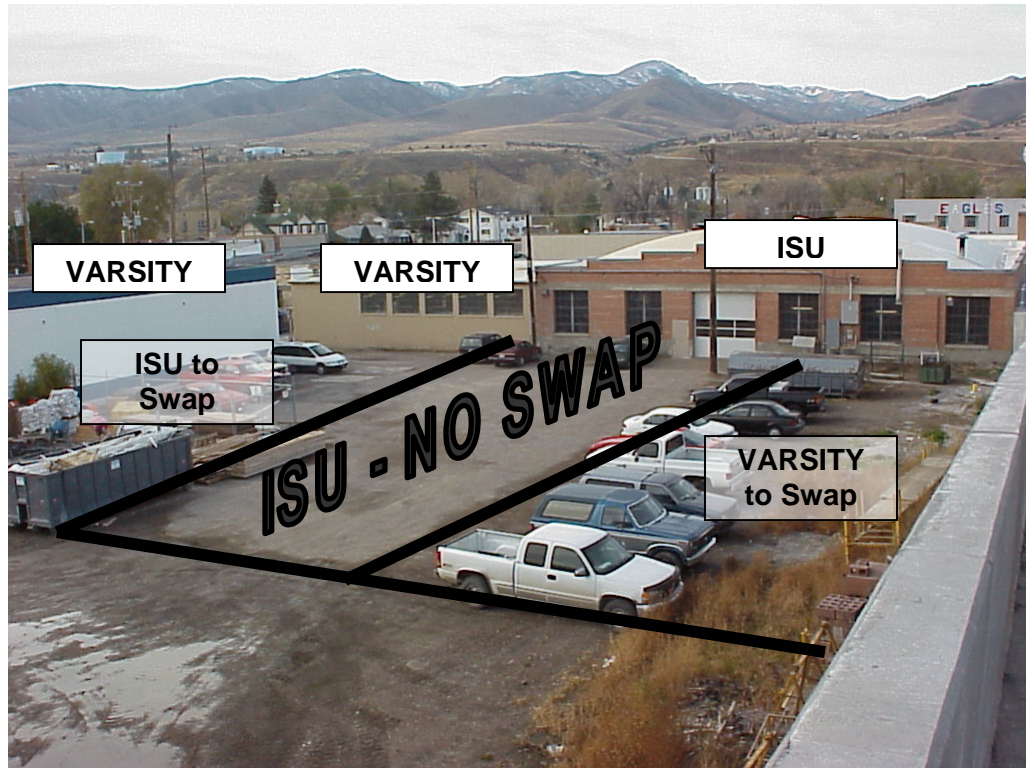
**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

**Exhibit D**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires:

PICTURE OF PROPERTIES



The building on the right is ISU's Dowling Building, with the parking area right in front of it owned by Varsity Contractors. The two buildings on the left are owned by Varsity Contractors, with the parking area right in front of them owned by ISU. The request is to exchange the two parking areas so that the individual using the buildings are able to park next to their respective buildings.

**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

**I. Real and Personal Property and Services**

**1. Authority**

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the executive director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

**2. Acquisition of Real Property**

- a. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.
- b. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the state of Idaho by and through the State Board of Education.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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- c. This does not preclude a foundation or other legal entity separate and apart from an institution, school or agency under Board governance from taking title to real property in the name of the foundation or other organization for the present or future benefit of the institution, school or agency. (See Section V.E.)
- d. Acquisition of an option, lease, or any other present or future interest in real property by or on behalf of an institution, school or agency requires prior Board approval if the term of the lease exceeds five (5) years or if the cost exceeds two hundred fifty thousand dollars (\$250,000) annually.
- e. Appraisal.

An independent appraiser must be hired to give an opinion of fair market value before an institution, school or agency acquires fee simple title to real property.

- f. Method of sale - exchange of property.

The Board will provide for the manner of selling real property under its control, giving due consideration to Section 33-601(4), applied to the Board through Section 33- 2211(5), and to Chapter 3, Title 58, Idaho Code. The Board may exchange real property under the terms, conditions, and procedures deemed appropriate by the Board.

- g. Execution.

All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions, school and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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

**SUBJECT**

Acquisition of building by University of Idaho.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Policies and Procedures, Section V.I.1 and Section V.I.2.

**BACKGROUND**

In 1962 the University of Idaho, in the name of the Board of Regents, entered into a "Site Agreement" wherein the Regents ground leased property on Nez Perce Drive in Moscow to Tau Kappa Iota Corporation for the construction of a fraternity house. In January 2003, the University of Idaho was notified that the TKE House would cease operations at the end of the spring semester. Based on that notification and subsequent discussions with representatives of TKI, the parties formed "a committee of three consisting of a member of the Regents, a member from the Corporation, and a neutral person selected by these two," as required by the 1962 Agreement, to establish a purchase price. Board of Regents member Paul Agidius served on the committee.

**DISCUSSION**

The "committee of three" has agreed upon a purchase price of \$400,102. Based on the obligations of the 1962 Site Agreement, the University will acquire the former fraternity house. The University plans to seek opportunities for other living groups or University-affiliated organizations to improve and utilize the facility through a new ground lease rather than, or prior to, improving and using the building for itself. (See Exhibit A -Capital Project Tracking; Exhibit B - Contract for Sale and Exhibit C - Site Agreement).

**IMPACT**

The purchase price for the house is \$400,102. Acquisition of the property will be provided through one-time, non-appropriated UI funds.

**STAFF COMMENTS AND RECOMMENDATIONS**

According to University staff, two appraisals were conducted on this structure: one using an "income" approach and one using a "cost of construction" approach. The committee of three evaluated both appraisals and agreed upon the proposed purchase price.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

Staff has reviewed the original agreement between the fraternity and the University and believes the process undertaken by the University is in compliance with that agreement.

**BOARD ACTION**

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

**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

Subsection: I. Real and Personal Property and Services

**April 2002**

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**1. Authority**

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the executive director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

**2. Acquisition of Real Property**

- a. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.
- b. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the state of Idaho by and through the State Board of Education.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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c. This does not preclude a foundation or other legal entity separate and apart from an institution, school or agency under Board governance from taking title to real property in the name of the foundation or other organization for the present or future benefit of the institution, school or agency. (See Section V.E.)

d. Acquisition of an option, lease, or any other present or future interest in real property by or on behalf of an institution, school or agency requires prior Board approval if the term of the lease exceeds five (5) years or if the cost exceeds two hundred fifty thousand dollars (\$250,000) annually.

e. Appraisal.

An independent appraiser must be hired to give an opinion of fair market value before an institution, school or agency acquires fee simple title to real property.

f. Method of sale - exchange of property.

The Board will provide for the manner of selling real property under its control, giving due consideration to Section 33-601(4), applied to the Board through Section 33- 2211(5), and to Chapter 3, Title 58, Idaho Code. The Board may exchange real property under the terms, conditions, and procedures deemed appropriate by the Board.

g. Execution.

All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions, school and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of September 24, 2004

**History Narrative**

1 **Institution/Agency:** University of Idaho      **Project:** Purchase of former Tau Kappa Epsilon residence  
2 **Project Description:** Purchase of 3-story plus basement residential building build in 1963 and located at 745 Nez Perce Dr. Moscow, Idaho  
3 **Project Use:** Undetermined (UI obligated to purchase per 1962 site agreement between UI and Tau Kappa Iota)  
4 **Project Size:** Approximately 14,350 gross square feet

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project			\$ 400,102	\$ 400,102			\$ 400,102	\$ 400,102
History of Revisions:								
				\$ -				\$ -
				\$ -				\$ -
				\$ -				\$ -
<b>Total Project Costs</b>	\$ -	\$ -	\$ 400,102	\$ 400,102	\$ -	\$ -	\$ 400,102	\$ 400,102

History of Funding:	* Other Sources of Funds-----						
	PBF	ISBA	Institutional Funds	Student Revenue	Other	Total Other	Total Funding
Sep-04			\$ 400,102			\$ 400,102	\$ 400,102
						-	-
						-	-
<b>Total</b>	\$ -	\$ -	\$ 400,102	\$ -	\$ -	\$ 400,102	\$ 400,102

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## CONTRACT OF SALE

THIS CONTRACT OF SALE ("**Contract**") is made as of the date last written below the signatures of the parties (the "**Effective Date**") by and between the **Board of Regents of the University of Idaho**, a state educational institution, and a body corporate organized and existing under the Constitution and laws of the state of Idaho ("**Buyer**"), and **Tau Kappa Iota Fraternity**, an Idaho nonprofit corporation ("**Seller**").

In and for the consideration of the payment of purchase price as hereinafter set forth, Buyer and Seller hereby agree as follows:

**1. Purchase.** Seller hereby agrees to sell and Buyer hereby agrees to purchase all improvements located on that certain real property located in the City of Moscow, County of Latah, State of Idaho, known as Lot No. 6 of South Nez Perce Drive and more particularly described as:

Beginning at a point 192.6 feet west and 13.6 feet north of the center section eighteen (18) township thirty-nine (39) north, range five (5) west of the Boise Meridian and running thence north 1° 36' west 194.9 feet; thence north 88° 31' east 73.7 feet; thence north 72° 21' east 73.7 feet; thence south 26° 04' east 187.8 feet; thence south 77° 09' west 226.6 feet more or less to the point of beginning and containing 0.80 acres more or less;

together with all easements and rights appurtenant to said improvements and all other right, title and interest of Seller under that certain Site Agreement entered into by and between Buyer and Seller on July 27, 1962 ("**Subject Property**") in accordance with the terms and conditions hereinafter set forth.

**2. Purchase Price.** The total Purchase Price for the Subject Property is the sum of Four Hundred Thousand One Hundred Two Dollars (\$400,102) payable on or before the Closing Date.

**3. Warranties.** The provisions of this Section 3 shall survive closing.

## **EXHIBIT B**

**(a) Property Condition.** Except as described in the Building Systems Evaluation prepared by Associated Architects, LLP dated July 14, 2003, Seller hereby represents and warrants to Buyer that the Subject Property is in good operating condition and repair, ordinary wear and tear excepted, and has been maintained in accordance with good business and maintenance practices. Seller does not know of any material latent defects in the Subject Property.

**(b) Seller's Authority.** Seller hereby represents and warrants to Buyer that Seller is a corporation duly formed and validly existing under the laws of the State of Idaho. The individuals entering into this Contract on behalf of Seller have the authority to bind the Seller. Entering into this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action and do not violate Seller's articles of incorporation, bylaws or any other agreement to which Seller is a party.

**(c) Clear Title.** Seller has and shall deliver to Buyer good and marketable title to the Subject Property, free and clear of all mortgages, pledges, security interests, liens and encumbrances. On or before the Closing Date and without limiting Seller's representation or warranty, Seller shall discharge and cause to be released those certain liens in favor of the Idaho Department of Labor filed of record with the Idaho Secretary of State as Instrument Nos. T184648 and T182397.

**(d) Buyer's Warranties.** Buyer hereby represents and warrants to Seller that any individuals entering into this Contract on behalf of Buyer have authority to bind Buyer. Entering into this Contract and consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not violate any agreement to which Buyer is a party.



**(e) Site Agreement.** Buyer and Seller acknowledge and agree that the Site Agreement by and between Buyer and Seller dated July 27, 1962 shall terminate and be of no further force or effect as of the Closing Date.

**4. Closing.**

**(a)** Closing shall occur within \_\_\_\_\_ (\_\_\_\_) days from the Effective Date or such earlier date mutually agreeable to Buyer and Seller ("**Closing Date**"). Closing shall occur at the office of Latah County Title Company, 106 E. Second St., Moscow, ID 83843 ("**Escrow Company**").

**(b)** On or before the Closing Date, Seller shall deliver to Escrow Company the following:

(i) A duly executed and acknowledged Quit Claim Deed, in the form of Exhibit "A" attached hereto and made a part hereof, conveying any right, title or interest Seller may have to the real property;

(ii) A duly executed and acknowledged Warranty Bill of Sale, in the form of Exhibit "B" attached hereto and made a part hereof, conveying the Subject Property to Buyer;

(iii) Instructions to Escrow Company to pay, discharge and release any lien or encumbrance against the Subject Property; and

(iv) All keys, security codes, manuals, instructions or other items or materials pertaining to the Subject Property.

**(c)** On or before the Closing Date, Buyer shall deliver to Escrow Company the purchase price in cash or its equivalent plus an amount sufficient to cover Buyer's share of the closing costs.

**(d)** Upon receipt of the Quit Claim Deed, Warranty Bill of Sale and the purchase price, Escrow Company shall cause any lien upon the Subject Property to be

## **EXHIBIT B**

released and record the Quit Claim Deed in the official records of Latah County, Idaho, deliver the balance of the purchase price to Seller (less Seller's share of the closing costs, amount to discharge any lien or encumbrance and amount delivered to the University of Idaho Foundation, Inc.) and deliver the Warranty Bill of Sale to Buyer. Buyer shall be entitled to possession of the Subject Property on the Closing Date.

**5. Costs.** Buyer shall pay the costs of recording the Quit Claim Deed. Escrow fees shall be shared equally between Buyer and Seller. At Closing, Buyer shall forgive and discharge Seller's debt to Buyer of \$3,389.40.

**6. Attorneys' Fees.** If a suit, action, or other proceeding arising out of or related to this Contract is instituted by any party to this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs (a) incurred in any settlement negotiations, (b) incurred in preparing for, prosecuting, or defending any suit, action, or other proceeding, and (c) incurred in preparing for, prosecuting or defending any appeal or any suit, action, or other proceeding. For purposes of this section, "attorneys' fees" shall mean and include attorneys' fees and any paralegal fees. This section shall survive closing and shall survive and remain enforceable notwithstanding any rescission of this Contract or any determination by a court of competent jurisdiction that all or any portion of the remainder of this Contract is void, illegal, or against public policy.

**7. Default.** Time is of the essence of this Contract. Upon the expiration of ten (10) days' written notice from either party stating the other party has failed to perform its obligations hereunder, such party shall be deemed to be in default unless such failure to perform is cured within the ten (10) day period. Upon a default, the non-defaulting party may seek such remedies as may be available at law or in equity, including, without

limitation, specific performance. Buyer and Seller acknowledge and agree that this Contract may be specifically enforced.

**8. Notices.** All notices given pursuant to this Contract shall be in writing and shall be given by personal service, U.S. Mail, certified, return receipt requested, or other reliable delivery service such as Federal Express or UPS, postage or delivery charges prepaid, addressed to the appropriate party at the address set forth below:

To Buyer: Regents of the University of Idaho  
Vice President, Finance and Administration  
P.O. Box 443168  
Moscow, ID 83844-3168

To Seller: Tau Kappa Iota Fraternity  
James O'Connor, President  
106 S. Hayes  
Moscow, ID 83843

All notices given pursuant to this Contract shall be deemed given upon receipt. For the purpose of this Contract, the term "**receipt**" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of receipt of the notice or other document by the person or entity to whom it was addressed; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**9. General.**

**(a) Successors.** This Contract shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

**EXHIBIT B**

**(b) Headings.** Section headings are for convenience only and shall not be deemed to define, limit or construe the contents of any terms, consents or conditions in this Contract.

**(c) Entire Agreement.** This Contract, together with the exhibits attached hereto, contains the entire agreement between the parties hereto and supersedes all prior understandings and agreements, oral or written, with respect to the subject matter hereof. The provisions of this Contract shall be construed as a whole and not strictly for or against any party, and may not be modified or amended in any manner except by an instrument in writing signed by both Buyer and Seller.

**(d) Third Party Beneficiary Rights.** This Contract is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

EXECUTED as of the date last written below.

**BUYER:**  
**Regents of the University of Idaho**

**SELLER:**  
**Tau Kappa Iota Fraternity**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**List of Exhibits**

Exhibit "A" – Quit Claim Deed  
Exhibit "B" - Warranty Bill of Sale

Recording Requested By and  
When Recorded Return to:

Board of Regents of the University of Idaho  
Office of Finance and Administration  
Administration Building Room 211  
P.O. Box 443168  
Moscow, ID 83844-3168

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## **EXHIBIT "A"**

### **Quit Claim Deed**

This quit claim deed is made by and between **Tau Kappa Iota Fraternity**, an Idaho nonprofit corporation ("**Seller**") and **Regents of the University of Idaho**, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("**Buyer**").

Seller, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt whereof is acknowledged, does by these presents remise, release and forever quitclaim unto Buyer and to Buyer's successors and assigns, all right, title and interest now owned or hereafter acquired in that certain parcel of land situate, lying, and being in the County of Latah, State of Idaho, bounded and particularly described as follows:

Beginning at a point 192.6 feet west and 13.6 feet north of the center section eighteen (18) township thirty-nine (39) north, range five (5) west of the Boise Meridian and running thence north 1° 36' west 194.9 feet; thence north 88° 31' east 73.7 feet; thence north 72° 21' east 73.7 feet; thence south 26° 04' east 187.8 feet; thence south 77° 09' west 226.6 feet more or less to the point of beginning and containing 0.80 acres more or less

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder or remainders, rents, issues, and profits thereof. To have and to hold all and singular and to its successors and assigns forever.

IN WITNESS WHEREOF, Seller has executed this Quit Claim Deed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SELLER:**  
**Tau Kappa Iota Fraternity**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF IDAHO            )  
  ) ss.  
County of Ada            )

On this \_\_\_\_\_ day of November, 2004, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of Tau Kappa Iota Fraternity, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

## EXHIBIT "B"

### WARRANTY BILL OF SALE

**Tau Kappa Iota Fraternity**, an Idaho nonprofit corporation ("**Seller**") in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid to Seller by **Regents of the University of Idaho**, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("**Buyer**"), hereby grants, sells, transfers, delivers and conveys to Buyer the following:

All improvements located on that certain real property located in the City of Moscow, County of Latah, State of Idaho, known as Lot No. 6 of South Nez Perce Drive and more particularly described as:

Beginning at a point 192.6 feet west and 13.6 feet north of the center section eighteen (18) township thirty-nine (39) north, range five (5) west of the Boise Meridian and running thence north 1° 36' west 194.9 feet; thence north 88° 31' east 73.7 feet; thence north 72° 21' east 73.7 feet; thence south 26° 04' east 187.8 feet; thence south 77° 09' west 226.6 feet more or less to the point of beginning and containing 0.80 acres more or less;

together with all easements and rights appurtenant to said improvements and all other right, title and interest of Seller under that certain Site Agreement entered into by and between Buyer and Seller on July 27, 1962 ("**Subject Property**").

Seller represents and warrants to Buyer that the Subject Property is free from any and all encumbrances and liens, that Seller has good and marketable title to the Subject Property and all rights and authority to convey the Subject Property to Buyer. Seller will warrant and defend clear title to the Subject Property against all claims and demands made against Buyer, and Buyer's successors, and assigns, forever.

IN WITNESS WHEREOF, Seller has executed this Warranty Bill of Sale this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SELLER:**

**Tau Kappa Iota Fraternity**

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

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

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



COPY

SITE AGREEMENT

WHEREAS, it has been the policy of The Regents of the University of Idaho for many years past to sponsor and provide living facilities for all students at the University of Idaho; and

WHEREAS, this basic policy and program is implemented and benefited when living groups construct and finance their own housing facilities thus relieving the University of the responsibility of financing further housing; and

WHEREAS, an area has been developed on the University campus in order to make available further building sites for living group houses, to be financed independently or by the University;

NOW, THEREFORE, this agreement is made and entered into this 27th day of July 1962 by and between The Regents of the University of Idaho, a body politic and corporate, organized and existing under and by virtue of the Constitution of the State of Idaho, which said party is hereinafter referred to as the University, and the Tau Kappa Iota Corporation, Moscow, incorporated under the laws of Idaho as a social and benevolent corporation and hereinafter referred to as the Corporation;

WITNESSETH:

The University does hereby let, demise and lease unto the Corporation Lot No. 6 on Nez Perce Drive for a period of ninety-nine years from the date of this contract with possession on signature of this contract; provided, however, that such rental is based upon full compliance of all provisions contained in this contract and the specific understanding that the building constructed upon the site shall not be used by the Corporation or any other party for any purpose than the housing of students enrolled at the University of Idaho, and such

care-takers, janitors, housekeepers, or other personnel of a character commonly housed by a chapter house; provided, however, that the primary purpose of such building shall be and remain the housing of students enrolled at the University of Idaho.

The Corporation agrees to pay to the University the rental sum of ten dollars for each fiscal year, with the first payment of ten dollars to be paid by 1 November 1962 to cover the year 1 July 1962 - 30 June 1963, and thereafter each payment shall be made on 1 July at the beginning of each fiscal year, and to construct on said site at its own expense a living unit to house sixty men, more or less, and to cost not less than one hundred fifty thousand dollars, furniture excluded.

In event of any non-compliance by the Corporation with such provisions or regulations, and the suspension of the fraternity charter, or the suspension of the Tau Kappa Iota Corporation (Tau Kappa Epsilon) as a recognized fraternal group on the campus of the University of Idaho for a major period, then in such event the University shall purchase such building at its then depreciated current value in the manner set forth in Paragraph 20 hereinafter.

In the event that the Corporation shall not have substantially constructed a fraternity building on the designated site by 1 January 1965, this contract shall become void.

The University representative for the purpose of administration and operation of this agreement shall be the Financial Vice President.

This agreement is entered into and is dependent upon the following provisions and understanding:

1. PROPERTY DESCRIPTION

University Lot 6 abuts along the south side of Nez Perce Drive on the University of Idaho campus. Along the south side of Nez Perce Drive there is a concrete sidewalk running parallel to the street which is six feet wide. Lot 6 is further shown on the sketch attached hereto.

Moscow, Idaho, by metes and bounds, as established and recognized as follows:

Beginning at a point 192.6 feet west and 13.6 feet north of the center of section eighteen (18) township thirty-nine (39) north, range five (5) west of the Boise Meridian and running thence north  $1^{\circ} 36'$  west 194.9 feet; thence north  $88^{\circ} 31'$  east 73.7 feet; thence north  $72^{\circ} 21'$  east 73.7 feet; thence south  $26^{\circ} 04'$  east 187.8 feet; thence south  $77^{\circ} 09'$  west 226.6 feet more or less to the point of beginning and containing 0.80 acres more or less.

It is mutually understood that the Corporation shall have an unexclusive right to the use of Nez Perce Drive as access to the above property; subject to concurrent use by others and to such traffic and parking regulations as might be formally announced by the University.

Further, it is mutually understood that the University reserves the right-of-way for existing utilities and for any utilities to be constructed in the future that may have to pass through or over Lot No. 6 and the right to construct new or re-construct existing utilities in Lot No. 6.

## 2. UTILITY CONNECTIONS

### A. Water

The existing University Water Main enters Lot No. 6 approximately at the southeast corner of Lot No. 6 and thence runs west and crosses the west boundary approximately 35 feet north of the southwest corner of Lot 6. This water main is a six inch cast iron, Universal, water pipe. The Corporation shall connect to this existing University water main at a point designated by the University Engineer. The connection to the existing water main shall be made under the supervision of the University Engineer, and all water shut-off for purpose of connecting shall be authorized only by the University Engineer. The Corporation shall be responsible for installing a suitable and approved water meter for measuring the water used by the Corporation from the said water main. The

Corporation shall be responsible and shall bear all costs for the connection to the existing water main and for the installation of the said water meter, including the necessary shut-off valve in the water service line adjacent to the University water main.

B. Sewers

The storm sewer parallels the southeast boundary of Lots No. 3 & 4 and it shall be the responsibility of the Corporation to connect the storm drains from the proposed building to the storm sewer at a point approximately 250 feet east of the southwest corner of Lot 6. The sanitary sewer runs from south to north approximately 153 feet east of the southeast corner of Lot 6. The sanitary sewer from the building shall connect to this sewer. The cost of the services to these sewers will be the responsibility of the Corporation and connection to the sewers shall be at points designated by the University Engineer.

C. Electric Power

The electric power will be furnished by the local electric power company (currently the Washington Water Power Company). It shall be the responsibility of the Corporation, including all costs, to arrange for electric service from the utility company's overhead power line south of the said lot. This service will be metered in accordance with the electric code of the City of Moscow.

D. Gas

Gas will be furnished by the local gas company (currently the Washington Water Power Company) and connection to the gas line will be at points designated by the gas company and the University Engineer.

3. EXISTING LAWN SPRINKLER WATER LINES

There are three existing water sprinkler lines which cross Lot No. 6 from south to north. In order to construct the proposed building, it will be necessary to route these sprinkler lines around the building, and it shall be the responsibility of the Corporation to have these water sprinkler lines re-routed with

sprinkler heads located at points designated by the University Engineer, and the Corporation shall bear all costs for the re-routing operations including all necessary sprinkler heads. The existing water lines will have to be re-grouped so that all water used for lawn sprinkling purposes by the Corporation first passes through the water meter as set forth in Item 2, A.

4. CARE OF PROPERTY AND BUILDING

It shall be the responsibility of the Corporation to maintain both the property and the building in a condition which will enhance the general area of the campus. The Corporation shall plant and maintain all lawn and shrubs around the proposed building and shall bear all costs of planting of lawn and shrubs, and all sprinkling, including yearly maintenance of the lawn. Similarly, the Corporation shall be responsible and bear all costs for properly maintaining the proposed building. The Corporation shall be responsible for snow removal from the sidewalks on the premises.

5. CONSTRUCTION LIMITS

The Corporation shall set forth in their contract with their Contractor that during the construction of the proposed building, the contractor shall keep all of his operations and storage within the confines of the lot lines on the designated Lot No. 6.

6. ACCESS TO PROPERTY (LOT NO. 1)

During the construction, egress and ingress to Lot No. 6 shall be via Nez Perce Drive, unless other specific arrangements are made with the University Engineer. After construction, all egress and ingress to the property shall be only via or through the limits of Nez Perce Drive. Arrangements for a curb cut for a driveway to the property shall be made with the University Engineer and the Corporation shall be responsible for all costs.

7. BUILDING SET BACK

The minimum set back distance for the proposed building on lot No. 6 shall be 30 feet from Ear Perce Drive (as measured from the curbline) and 10 feet from either side line of the lot.

8. TELEVISION ANTENNA

Exterior television antenna will not be allowed on the proposed building and arrangements shall be made by the Corporation for connection of the University Master Antenna system to the proposed building. This connection shall be made from the overhead service at nearest utility pole. It shall be the responsibility of the Corporation, including all costs, to run from nearest utility pole to the building for required service.

9. WATER CHARGE

The monthly water charges shall be the same as those which are charged by the City of Moscow, the current charges being as follows:

500 cubic feet or less . . . . .	\$.42.60 minimum charge
Next 501 to 1,200 cubic feet . . . . .	.45 cents per 1,000 gallons
Next 1,201 to 3,000 cubic feet . . . . .	.33 cents per 1,000 gallons
Next 3,001 cubic feet and over . . . . .	.24 cents per 1,000 gallons

The monthly water charges will be paid by the Corporation directly to the University of Idaho.

10. SEWER CHARGES

In addition to the above water charge, monthly sewer service charge will be made in accordance with the rate established, or any rate hereafter established, by the City of Moscow, which current rate is 25¢ per occupant. This monthly service charge for sewer service will be paid by the Corporation directly to the City of Moscow, in accordance with billings from the City.

11. ELECTRIC POWER CHARGES

All electric power charges shall be paid by the Corporation directly to the Power Company in accordance with their monthly billing.

12. GAS CHARGES

All gas charges shall be paid by the Corporation directly to the Gas Company, in accordance with their monthly billing.

13. FIRE PROTECTION

The Corporation shall be responsible for all necessary fire protection measures as required for the proposed building. It agrees to allow inspection by the Moscow Fire Department and to carry out its instruction.

14. GARBAGE

Garbage service as provided by the City of Moscow shall be utilized and paid for by the Corporation.

15. PARKING OF OCCUPANT VEHICLES

There will be no specific areas provided for parking vehicles of the occupants of the building. Parking privileges for vehicles of the occupants will be allowed on Ben Parce Drive; however, all privileges for such parking will conform with any and all regulations set up for parking on this particular street and must be shared with other living groups in the area.

16. LIABILITY

The Corporation covenants and agrees that it will indemnify, protect and hold harmless the University against and from all claims, demands, causes of action, damages, suits or costs whatsoever asserted by any person, firm or corporation, whenever arising out of or in any way connected with the use and occupancy of said premises by the Corporation, and that should the Corporation fail or refuse to defend any such claims, the University shall have the right to defend such claims in the Corporation's name.

17. INSURANCE

The Corporation, at its expense, shall carry the following insurance:

- A. Fire and comprehensive insurance on the building in the amount of not less than the indebtedness on the property or 80% of depreciated current value, whichever amount is greater.
- B. Liability insurance in an amount not less than fifty thousand dollars.
- C. Boiler insurance.

18. BUILDING PLANS

Prior to initiation of construction, building plans will be submitted to the University for approval and also shall be approved by the Idaho Rating and Surveying Bureau for fire safety factors.

19. MORTGAGE

The Corporation shall not mortgage or borrow on the building more than 75% of the construction value of the building at the time of original financing. At no time shall borrowing on the building exceed 75% of depreciated current value of the building, exclusive of land.

In case of default on any obligation for which the building is pledged, and action is taken by the mortgagee to foreclose on the property, the University shall have the option to take title of the building by assuming the outstanding balance of the mortgage and said privilege shall exist for 180 days following written notice by the mortgagee to the University of intent to foreclose.

If the Corporation shall default on the mortgage and the University does not exercise its option to take over the building, resulting in possession of the building by the mortgagee, then, in that event, it is understood that the mortgagee may operate the property or lease or sell to another formal living group recognized by the University, provided that all provisions of this agreement shall apply to other parties and that the unit shall be used only for housing regular University students.



20. GENERAL

Failure of the Corporation to comply with the provisions of this contract, or Failure of Tau Kappa Iota Corporation to observe the social and moral regulations of the University to the extent that the Chapter shall have its charter suspended for a major period or revoked shall be just cause for the University to void this agreement, in which event the University shall purchase the living unit at depreciated current value, which amount shall be set by a committee of three consisting of a member of the Regents, a member from the Corporation, and a neutral person selected by these two.

At the end of the ninety-nine year period the building shall become the property of the University without payment.

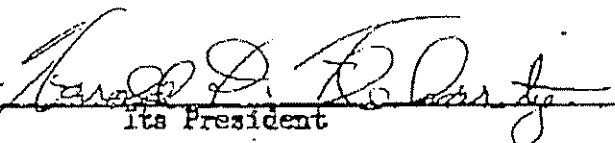
21. OTHER STRUCTURES

It is agreed that any and all structural and/or non-structural construction, including driveways, shall receive written approval from the University prior to initiation or accomplishment. It is understood that it is the intent of the University of Idaho to prohibit the development of any vehicular parking area within lot 6.

ATTACHMENT: Diagram of Lot 6, Nez Perce Drive, University of Idaho Campus.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

TAU KAPPA IOTA CORPORATION

by   
Its President

Attest:

  
Its Secretary

THE REGENTS OF THE UNIVERSITY OF IDAHO, a body  
politic and corporate organized and existing  
under and by virtue of the Constitution of the  
State of Idaho,

by Kenneth A. Dick  
Financial Vice President of the University  
of Idaho and duly authorized agent of The  
Regents of the University of Idaho.

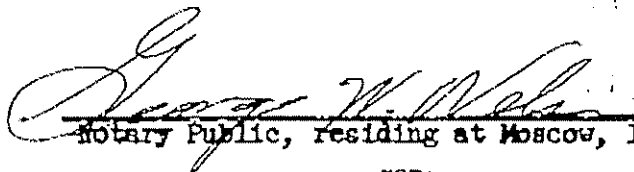
Attest:

[Signature]  
President of the University of Idaho.

STATE OF IDAHO       )  
County of Latah       ) ss.

On this 27th day of July, 1962, before me,  
George W. Nelson, a Notary Public in and for the  
State aforesaid, personally appeared D. R. Theophilus, to me known to  
be the President of the University of Idaho, and Kenneth A. Dick, to me  
known to be the Financial Vice President of the University of Idaho, and  
an authorized agent of The Regents of the University of Idaho, the  
Corporation whose name is subscribed to the above and foregoing agree-  
ment, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal the day and year last above  
written.

  
Notary Public, residing at Moscow, Idaho.

My commission expires 2-6-65  
GEORGE W. NELSON, Notary Public  
Latah County, Moscow, Idaho  
My Commission Expires 2-6-65

STATE OF IDAHO

County of LATAH

} ss.

On this 31<sup>st</sup> day of JULY, 1962, before me,

EDWARD L. JESSE,

a Notary Public in and for the

State aforesaid, personally appeared HAROLD D. FLEHARTY,

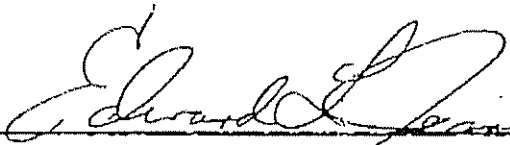
known to me to be the President of the Tau Kappa Iota Corporation, a  
social and benevolent corporation organized and existing under and by

virtue of the laws of the State of Idaho, being the Corporation whose

name is subscribed to the above and foregoing agreement, and acknowledged

to me that such Corporation executed the same.

WITNESS my hand and official seal at MOSCOW, Idaho, the  
day and year last above written.

  
\_\_\_\_\_  
Notary Public, residing at MOSCOW,

Idaho.

My commission expires 8-16-64

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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

**SUBJECT**

The University of Idaho seeks authority to request a mandatory fee increase above 10% when 2005-2006 student fees are proposed and discussed with the Board.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

Over the past several months, UI administrators have been actively engaged in discussions with students regarding a multi-year plan for student fees. Those discussions have included examination of fee structures, fee levels, and budget processes for establishing and distributing fee revenues. Both the students and university administration are interested in exploring different approaches to fee-setting and in partnering together to find sustainable strategies to provide essential educational and student services. At the time this agenda item was prepared, those discussions (and the fee proposal process) were ongoing. However, alternatives discussed to date have included additional professional fees for Business and Engineering and potential changes to the structure and management of student activity fees.

**DISCUSSION**

Current projections for FY2006 and future years anticipate that state funding resources will continue to be challenged to meet projected higher education funding needs. The University of Idaho will look to a diversity of funding resources, as well as expenditure controls and efficiencies, to meet its ongoing budget needs. Student fee revenues represent one part of the university's diversified funding portfolio. Student fee proposal discussions are ongoing, and the university is still working through its budget planning process for FY2006.

The University of Idaho requests authority to, if needed, bring to the Board a 2005-2006 fee increase request in excess of 10% and present it to the Board for consideration.

**IMPACT**

The impacts of the university's fee request to access, affordability, quality, programs, and services will be fully delineated with the university's fee proposal.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

The university correctly brought this item to the Board and staff's attention to allow sufficient time for review and analysis. However, without specific proposals present, staff is unable to make a recommendation relative to the University of Idaho's plan for revenue or expenditures. Because fees will be set at the April 2005 Board meeting, staff must have the final UI proposal available to Board staff no later than March 22, 2005 (deadline for submission of agenda materials for April meeting).

**BOARD ACTION**

A motion to approve the request by the University of Idaho to bring to the April Board meeting student fee increases in excess of 10%.

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

OR

A motion to NOT approve the request by the University of Idaho to bring to the April Board meeting student fee increases in excess of 10%.

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

**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

April 2002

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**R. Establishment of Fees**

**2. Board Policy on Student Fees**

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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

**SUBJECT**

The University of Idaho (UI) is notifying the Board of Regents of its intent to convert from a fully insured medical coverage program to a self-funded medical coverage program effective fiscal year 2006.

**REFERENCE**

April 17, 2003	The University of Idaho notified the Board of Regents of its intent to issue a Request for Proposals for its Employee Health Insurance Program and bring a full report on the selection process back to the Board.
April 30, 2003	The Board authorized the Board's Executive Committee, in conjunction with the Executive Director, to review and approve any new UI employee health insurance contract.
May 9, 2003	Approval memo from Gary Stivers to enter into a contract with Blue Cross of Idaho for medical insurance.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V. I. 3.a.

**BACKGROUND**

At the April 30, 2003 Board meeting, the Board delegated authority to the Executive Director, working with the Executive Committee, to approve the University of Idaho to enter into a contract with Blue Cross of Idaho to provide a fully insured medical program. The 2003 medical insurance bids included a self-funded option, and the resulting contract with Blue Cross of Idaho allows the University to move from a fully-insured policy to a self-funded program with 40 days notice to the carrier. The UI, working with its broker and consultant of record, Aon Consulting, has conducted an analysis of self-funding the UI's medical program; the analysis included the size and stability of the UI program as well as its historical claims experience. The University has determined that self-funding would reduce projected cost increases, and provide greater cash management and flexibility in containing rising health care costs, with a minimal amount of financial risk. Under the self-funded program, Blue Cross would provide administrative services for the plan, which would include claims adjudication, customer service and network access. Employees, retirees and dependents would see no difference in the plan.

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

**DISCUSSION**

The costs of health coverage, insured or self-funded, are projected to increase 12% to 15% annually over the next 10 years. Currently UI's medical program is fully insured with an estimated FY05 premium of \$17.2 million. Under a fully insured contract, the insurance carrier (Blue Cross of Idaho) assumes 100% of the financial risk and holds the plan's reserves. The carrier has 100% liability for claim payments and develops an annual premium to fund liability based upon the University's prior actual plan experience. The components of the premium include the cost of claims, reserves, profit, margin, premium tax, pooling charges, and retention. If the plan runs better than expected, the carrier pays the cost of the claims and retains the rest of the premium as profit. If the plan does not run as well as projected, the carrier assumes the full financial burden, which is mitigated by the margin and the carrier's large claims pooling charge.

The University, with the help of Aon Consulting, has carefully reviewed the risks and advantages of self-funding. Under a self-funding arrangement, the University sets an accrual rate to replace the premium rate using a formula similar to what the carrier would use, minus the profit, margin and taxes. The accrual covers administrative costs and the cost of claims on a "pay as you go" basis. The claims are projected each year using the same experience and underwriting approach as used by the carrier in a fully insured program. The University would assume the financial risk of the program; however, this risk is managed through the purchase of reinsurance (individual stop loss of \$150,000 per claim and aggregate stop loss of 115 to 120% of total expected claims for the entire group), which protects against unexpected claims experience. Additionally, a reserve would be established and held by the University to fund unexpected claims and to cover incurred-but-not-reported claims in the event that the self-funded arrangement is ever terminated. Plan reserves are built during the first three months of the self-funded program when there are few, if any, claims reported, and continue to grow during months with low claims experience.

The advantages of self-funding include increased cash flow through the funding of claims as they occur. Rather than sending a set monthly premium to Blue Cross, the University would only send payment to Blue Cross for the actual claims that occurred during the month, along with a fee for their administrative services. In addition, the University would gain interest earnings through better control of monthly cash flow and investments of reserves that it will hold. Self-funding also would eliminate the cost of premium tax, and provide UI with an opportunity to realize plan savings through the elimination of insurance company margin and profit.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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

The University will continue to evaluate the risks and advantages of a self-funding arrangement before it notifies Blue Cross of its decision.

**IMPACT**

With a self-funded program, the UI expects to reduce costs by 3-5% annually and increase flexibility in the design and administration of the medical plan. If the predicted annual increase in insurance premiums is 15%, the UI could expect to pay nearly \$20 million for a fully insured medical program in FY06. A self-funded program could save the University up to \$1 million next year, while providing the same coverage to employees. The UI would also have additional earnings from the investment of the cash reserves that it will hold for the self-funded program. Risks associated with self-funding will be managed through the reserves and the annual purchase of reinsurance ("stop loss"). Individual and aggregate stop loss will limit the maximum financial exposure on both an individual and total plan basis. The UI's risk position for reinsurance will be reevaluated each plan year through an actuarial analysis provided by Aon Consulting, who will continue to work with the UI in managing the self-funded program.

**STAFF COMMENTS AND RECOMMENDATIONS**

Although the Board is not being asked to make a decision on this item, it is important the Board be fully briefed on the issue, including the risk of entering into a self-funded employee health insurance program. Staff understanding is the Board approved a contract between the University and Blue Cross, which included the potential for conversion to the self-funded model proposed herein. While the University brings this item to the Board's attention at this time, it is important to have an understanding as to the potential date where the University might notify the carrier of a decision to change to a self-funded model. Staff has requested from the University material relating to the consultant's report and institutional analysis.

**BOARD ACTION**

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: I. Real and Personal Property and Services**

**April 2002**

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**I. Real and Personal Property and Services**

**3. Acquisition of Personal Property and Services**

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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

**SUBJECT**

The University of Idaho requests approval to execute the necessary contracts and agreements to complete tenant improvements at the Idaho Water Center to allow UI to vacate the MK Plaza and to meet obligations of a sublease to CH2M Hill.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

The UI currently occupies approximately 29,000 useable square feet in the Idaho Water Center (IWC). Another 70,000 useable square feet in the building currently exists in an unfinished condition, requiring tenant improvements for its use by the UI or other potential retail or commercial lease tenants. UI continues to occupy 18,822 square feet in the MK Plaza, at a cost of \$338,796 annually; the UI intends to vacate this space by June 30, 2005. It is necessary to initiate the design and construction of the tenant improvements at the Idaho Water Center in order to make equivalent spaces useable, which will permit UI to vacate MK Plaza by the lease expiration date.

**DISCUSSION**

Design and construction costs to accommodate additional UI programs in the Idaho Water Center are estimated at \$1,000,000. To eliminate lease obligations for uses that can be transferred to the Idaho Water Center, and support the most efficient administration and operations of UI Boise programs, the UI intends to transfer the following operations and programs to the Water Center under this tenant improvement package: Administration, Advancement, Student Services, Professional Development, and the Colleges of Law, Education, and Agriculture and Life Sciences.

It is in UI's financial best interest to complete these tenant improvements at this time. Under the current arrangements, UI is required to pay debt service on unoccupied space in the Water Center, as well as to make the rental payments at MK Plaza. The cost of the tenant improvement package is recovered through the savings in annual lease payments, with a payback period of about three years. The build out of this space will allow UI to consolidate a majority of UI Boise programs and operations in one building. This will improve operating and administrative efficiencies, as well as create opportunities for synergies between the various program units.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

The proposed tenant improvements to accommodate the CH2M Hill sublease and to complete remaining spaces in the IWC for other tenants is estimated at \$2,000,000.

The UI engaged Colliers International to provide leasing and property management services at the Water Center. Colliers intends to engage ZGA, a Boise architectural firm and part of the original facility design team, to produce the tenant improvement design package. Colliers will then competitively bid for and oversee the construction of the tenant improvements.

**IMPACT**

The Idaho State Building Authority has notified the University that, subject to final ISBA Board approval and Regents approval of the capital improvements, it is ready to release \$1.3 million remaining in the IWC project budget to complete a portion of the tenant improvements. The remaining improvements will be funded from UI institutional funds to be repaid through lease savings from the MK Plaza and through lease income from CH2M Hill and other tenants.

**STAFF COMMENTS AND RECOMMENDATIONS**

Below is a summary of the financial information provided above regarding this agenda item. The University will be better served to have a tenant in the currently vacant space in the Water Center, as the debt service payments are still required. Making the improvements will also allow the University to consolidate almost all of their Boise programs and operations into a single building.

	ISBA	UI Institutional Funds	Total
University of Idaho Space	\$ 1,000,000		\$ 1,000,000
CH2M Hill Space	300,000	1,700,000	2,000,000
Total	\$ 1,300,000	\$ 1,700,000	\$ 3,000,000

Representatives of the University will be present to discuss this agenda item.

**BOARD ACTION**

A motion to approve completion of tenant improvements by the University of Idaho in the unfinished portions of the Idaho Water Center, at a cost not to exceed \$3,000,000.

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

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of November 2, 2004

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Idaho Water Center Tenant Improvements
- 2 **Project Description:** Design and construction to complete the remaining unfinished space at the Idaho Water Center building in Boise, Idaho.
- 3 **Project Use:** Operations and programs to be transferred to the Water Center under this tenant improvement package include: Administration, Advancement, Student Services, Professional Development, and the Colleges of Law, Education, and Agriculture and Life Sciences. In addition, the university anticipates sub-leasing approximately 42,000 square feet of this space to a private tenant (CH2M Hill).
- 4 **Project Size:** 70,000 square feet

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project	\$	1,300,000	\$ 1,700,000	\$ 3,000,000	\$ 190,000	\$ 2,350,000	\$ 460,000	\$ 3,000,000
History of Revisions:								
Revision #1				\$ -				\$ -
				\$ -				\$ -
				\$ -				\$ -
<b>Total Project Costs</b>	\$ -	\$ 1,300,000	\$ 1,700,000	\$ 3,000,000	\$ 190,000	\$ 2,350,000	\$ 460,000	\$ 3,000,000

History of Funding:	* Other Sources of Funds-----						
	PBF	ISBA (1)	Institutional Funds	Student Revenue	Other (Gift Revenue)	Total Other	Total Funding
November, 2004		\$ 1,300,000	\$ 1,700,000			\$ 1,700,000	\$ 3,000,000
						-	-
						-	-
						-	-
<b>Total</b>	\$ -	\$ 1,300,000	\$ 1,700,000	\$ -	\$ -	\$ 1,700,000	\$ 3,000,000

(1) ISBA funding represents the estimated remaining balance in the \$48m Idaho Water Center project that can be used towards the cost of tenant improvements in the building.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
Subsection: K. Construction Projects

April 2002

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**K. Construction Projects**

**1. Major Project Approvals - Proposed Plans**

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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

**SUBJECT**

The University of Idaho requests approval to sublease 40-45,000 square feet of currently unfinished space in the Idaho Water Center to CH2M Hill (see Exhibit A).

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5. b(1)

**BACKGROUND**

As part of the Facilities Lease between the State of Idaho and the Idaho State Building Authority, the University of Idaho is leasing approximately 70,000 square feet of unfinished space within the Idaho Water Center. While UI will use some of this space for UI Boise programs, the remainder is suitable for commercial leasing and such use can offset some debt service costs associated with the completion of the Idaho Water Center Project.

**DISCUSSION**

The University of Idaho has tentatively negotiated a five-year sublease (with two, three-year options) with CH2M Hill, a large engineering services firm. The space desired is on the second, third and fourth floors. The sublease will provide options for an additional 10,000 square feet over the term of the sublease and its options. The sublease will generate approximately \$750,000 for the first year's lease revenue (\$18/sq ft) with 3% annual rent escalations. Operating costs covered by the rent payments will be adjusted to reflect actual cost adjustments over the term of the proposed sublease and its options. CH2M Hill as a tenant is also well-matched to the programmatic activities currently housed within the Idaho Water Center. The sublease will also require approval by the Idaho State Building Authority for compliance with bond covenants per the provisions of the Facilities Lease.

**IMPACT**

The proposed sublease will require UI to pay tenant improvement costs as covered in another capital project request from UI included in this agenda. The proposed lease requires UI payment of tenant operating costs. These costs estimated at \$250,000 will be covered by rent payment, and the terms of the lease provide for complete recovery of actual expenses should actual operating costs in the future exceed the costs anticipated in the base rent.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

Below is a summary of the material provided by the University regarding revenues and expenditures related to this agenda item. The University will be better served to have a tenant in the currently vacant space in the Water Center, as the debt service payments are still required.

	Year One
Estimated Sub-lease Revenue	\$ 750,000
Estimated Operating Expenses	(250,000)
Estimated Net Lease Return	\$ 500,000

Representatives of the University will be present to discuss this agenda item.

**BOARD ACTION**

A motion to approve a sublease of approximately 45,000 square feet of the Idaho Water Center to CH2M Hill for use as private office space, in the form presented to the Board, and to delegate signature authority in regard to such sublease to the Vice-President for Finance and Administration at the University of Idaho. This approval is subject to and contingent on the approval of the sublease by the Commissioners of the Idaho State Building Authority.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
Subsection:I. Real and Personal Property and Services

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April 2002

**I. Real and Personal Property and Services**

**5. Disposal of Real Property**

**b. Board approval of other transfers**

(1) Leases to use real property under the control of an institution, school or agency require prior Board approval - if the term of the lease exceeds five (5) years or if the lease revenue exceeds two hundred fifty thousand dollars (\$250,000).

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## SUBLEASE

This Sublease ("**Sublease**") dated \_\_\_\_\_, 2004 for reference only and being effective as of the date of the latest signature as indicated below, between the **Regents of the University of Idaho**, a state educational institution and a corporate body organized and existing under the Constitution and laws of the State of Idaho ("**Sublessor**") and **CH2M Hill, Inc.** an Oregon Corporation ("**Sublessee**").

### 1 BASIC PROVISIONS.

The following basic provisions are a part of this Sublease:

#### 1.1 Sublessor.»

The Board of Regents of the University of Idaho is the "**Sublessor**" whose current mailing address is Vice President for Finance and Administration, Moscow ID 83844-3168.

#### 1.2 Sublessee.»

CH2M Hill is the "**Sublessee**" whose current mailing address is .

**1.3 Underlying Lease.** This Sublease is subordinate to and subject to the terms and conditions of the Facilities Lease (Idaho Water Center) ("**Lease**") dated December 17, 2002, said Lease being entered into by and between the Idaho State Building Authority and the State of Idaho, as shown on attached **Exhibit A**. Sublessor shall receive any and all consents required to sublease as required by said Lease. Among the consents, the Idaho State Building Authority shall provide a non-disturbance agreement to Sublessee, guaranteeing (within the limits of that agreement) that in the event Sublessor terminates the Lease, the obligations and benefits of the Sublessor shall be assigned to the Idaho State Building Authority.

#### 1.4 Premises.»

The "**Premises**" are located within the Idaho Water Center, 322 E Front St, Boise ID and comprise approximately 40,000-45,000 rentable square feet, subject to space plans and BOMA standards and as shown on the attached **Exhibit B**. Should Sublessee occupy expansion space as provided in Section 1.9 of this Sublease, expansion space shall be considered as a part of Premises.

#### 1.3 »

#### 1.5 Permitted Use.»

The use of the Premises permitted under this Sublease shall be limited to general office uses for Sublessee, except as may otherwise be authorized in writing by Sublessor ("**Permitted Use**").

#### 1.6 Term and Commencement Date.»

This Sublease shall commence on July 1, 2005 (the "**Commencement Date**") and shall end on June 30, 2010 ("**Term**").

#### 1.7 Base Rent.»

Sublessee shall pay annual rent ("**Base Rent**"), at a rate of \$18 per rentable square foot per year for the first year of the Term. Base Rent shall be escalated 3% for each subsequent year of the Term. The Base Rent for the Term is inclusive of service and operating expenses as listed in **Exhibit C** subject to operating expense adjustment as described in Section 5.10 of this Sublease,

»

**1.8 Parking.** Sublessee is responsible for acquiring any parking permits Sublessee requires to utilize available "public parking facilities" as defined and described in the Parking Access Agreement attached as **Exhibit D**. Sublessor shall make reasonable efforts to negotiate reduced parking permit fees on behalf of Sublessee and other occupants of the Idaho Water Center. This Sublease does not provide any entitlement to the Sublessee for designated parking spaces or any discounted parking permits, nor does Sublessor warrant the availability of any parking permits at any given time.

**1.9 Expansion Space.** Sublessee, with written notice provided to Sublessor prior to July 1, 2007, shall be entitled to occupy additional space under the terms of this Sublease ("**Expansion Space**") as graphically shown on **Exhibit E**. Upon notification, Sublessor shall make Expansion Space available no later than January 1, 2008 and through the remainder of the Term of this Sublease. Upon the date that Sublessee begins occupation, or January 1, 2008, whichever occurs first, Sublessee shall pay at the rental rate (with appropriate escalation) established in Section 1.7 or (if a renewal is executed) Section 3.2. Should Sublessee extend this Sublease as provided by Section 3.2 of this Sublease, Sublessee shall be entitled to occupy additional space under the terms of this Sublease ("**Renewal Expansion Space**") as graphically shown in **Exhibit F** or as otherwise agreed to in writing by both parties. To secure the Renewal Expansion Space, Sublessee shall notify Sublessor of its intent to occupy along with its notice to take the renewal term provided in Section 3.2. Sublessee shall pay at the rental rate established in Section 3.2 for the first renewal term. For the purposes of the terms of this Sublease, all space included as Expansion Space or Renewal Expansion Space shall be also be considered Premises when occupied or possessed by Sublessee.

**1.10 Tenant Improvements.** Prior to July 1, 2005, Sublessor, at Sublessor's expense, shall complete space plans, architectural drawings, and tenant improvements in accordance with the plans, drawings and sign specifications shown in **Exhibit G** and subject to Section 5.4 of this Sublease. Should Sublessee exercise its option to secure the Expansion Space in accordance with the provisions of Section 1.9 of this Sublease, Sublessor shall provide tenant improvements in the Expansion Space at a level of quality reasonably consistent those provided for the original Premises. The tenant improvements specified in **Exhibit G** are the property of the Sublessor, subject to the terms of the Sublease.

**1.11 Contraction Space.** Sublessee, with six months written notice to Sublessor may terminate its lease for the space graphically shown in **Exhibit H**. Base Rent for the month subsequent to contraction shall be adjusted to reflect the reduced Premises.

**1.4** »

## **2 GRANT OF PREMISES AND POSSESSION.**

### **2.1 Grant of Premises.»**

Sublessor subleases to Sublessee and Sublessee subleases from Sublessor the Premises subject to the terms and conditions of this Sublease.

### **2.2 Possession.»**

Sublessor shall deliver possession of the Premises (including the rights, privileges, benefits, rights-of-way and easements now or in the future appurtenant to the Premises) to Sublessee on the Commencement Date. During the Term, Sublessor covenants on behalf of itself and its respective successors and assigns to provide quiet and peaceable possession of the Premises to Sublessee subject to the provisions of this Sublease and the Lease referenced in Section 1.3. Sublessor warrants, to the best of its knowledge that the project is in compliance with the Americans with Disabilities Act as it existed at the effective date of this Sublease, and that Sublessee shall not be responsible for costs to bring the common areas of the building into compliance with the Americans with Disabilities Act.

**2.3 Access.** Sublessee shall have access to Premises and operating elevators twenty-four hours per day, 365 days per year. Sublessee shall have non-exclusive use of any common areas convenient to access or support the use of Premises (including but not limited to bathrooms, service areas, building lobby, hallways, stairways).

### **3 TERM.**

#### **3.1 Term.»**

This Lease shall commence on July 1, 2005 and shall end on June 30, 2010.

**3.2 Renewal.** Sublessee, with written notice provided to Sublessor prior to January 1, 2010, shall be entitled to extend this Sublease from July 1, 2010 through June 30, 2013 ("**First Renewal Term**"). For the First Renewal Term, Sublessee shall pay \$21.00 per rentable square foot per year for the first year of the First Renewal Term as Base Rent. In the event Sublessee still occupies Premises at the time of required notification, Sublessee, with written notice provided to Sublessor prior to January 1, 2013, shall be entitled to extend its lease from July 1, 2013 through June 30, 2016 ("**Second Renewal Term**"). For the Second Renewal Term, Sublessee shall pay ninety-five percent (95%) of the then current market value (or any other amount mutually agreed upon in writing by both parties) for the first year of the Second Renewal Term. Base Rent for the First and Second Renewal Term shall be escalated 3% for each subsequent year of the First and Second Renewal Term. Extension of lease terms beyond June 30, 2016 shall require the mutual agreement and renegotiation of terms of any additional Sublease term.

### **4 RENT.**

#### **4.1 Definition of Rent.»**

The word "**Rent**" includes the amount identified in Section 1.7 and other costs, if any, assigned to the Sublessee by this Sublease.

#### **4.2 Payment of Rent.»**

Sublessee agrees to pay Sublessor, without offset or deduction for any reason, the Rent for the Premises as and when provided herein.

#### **4.3 Date and Form of Rent Payments.»**

Rent for the first month shall be paid on or before the Commencement Date and on or before the first day of each subsequent month for the duration of the Term, First Renewal Term, and Second Renewal Term, unless otherwise expressly agreed in writing by both parties. Payment to Sublessor shall be made payable to "Bursar, University of Idaho", and mailed to the attention of "Administrative Affairs, University of Idaho, Moscow ID 83844-3168" or such different address or person as Sublessor shall provide to Sublessee by written notice.

#### **4.4 Partial Payments.»**

Acceptance by Sublessor of any partial payment of Rent shall not constitute a waiver of the obligation of the Sublessee to pay the full amount of the Rent payment then due.»

### **5 OPERATION OF PREMISES.**

#### **5.1 Sublessee's Use of Premises.»**

The Premises shall be occupied and used by Sublessee only for the Permitted Use and for no other purpose. Sublessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures. Sublessee further covenants that it will return the Premises at the expiration of this Sublease to Sublessor in the same condition as originally received, reasonable wear and tear excepted.

#### **5.2 »**

#### **5.2 Sublessor's and Sublessee's Obligations.»**

Sublessor shall provide custodial, maintenance, and other services as shown on **Exhibit C.** Sublessor or Sublessor's contractor will perform all maintenance and repairs to the Premises. Any repairs or other work necessitated by the intentional conduct or omission of either party by its employees, agents, guests and invitees shall be paid exclusively by the party causing such repair or other work. Sublessee shall comply with all building rules and regulations as shown on **Exhibit I.** Sublessor shall notify Sublessee of any changes to these building rules and regulations made during the Term.

#### **5.3 Utilities.»**

Sublessor shall be responsible for and shall promptly pay all charges, when due, for water, natural gas, electricity, and any other utility or other service (excluding phone, cable television, and internet services used by Sublessee) used upon or furnished to the Premises. Sublessor shall provide HVAC on Monday through Saturday from 7:30 am to 10:30 pm. Should Sublessee require HVAC service outside the hours listed above, Sublessee shall pay at a rate consistent with the cost of providing the extra HVAC service. Unless failure or interruption of services is caused by the intentional act or omission of the Sublessor, Sublessor shall not be liable in damages or otherwise for any failure or interruption of (i) any utility service being furnished to the Premises, or (ii) the heating, ventilating and air conditioning system. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Sublessee to terminate this Sublease or to abate the payments Sublessee is required to make under this Sublease, unless such failure or interruption is caused by the intentional act or omission of the Sublessor. For the purposes of this section "intentional act" shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Sublessor or proper building management authority. To the extent any interruption can be scheduled or otherwise anticipated, Sublessor shall provide Sublessee with no less than twenty-four hour notice prior to such interruption.

#### **5.4 »**

#### **5.4 Signs.»**

No permanent signs (except such signs as are described on **Exhibit G**) shall be affixed to the Premises, or installed, replaced or improved by Sublessee without Sublessor's prior written consent,



which consent may not be unreasonably withheld, delayed or conditioned. All such installation, replacement, improvement or maintenance of signs shall be at Sublessee's sole expense (except to the extent such signs are described in **Exhibit G**). All signs placed or maintained on the Premises (including those shown in **Exhibit G**) are subject to and shall comply with all rules, applicable ordinances and public regulations (including standards and requirements established by the Civic Plaza Condominium Declaration).

## **5.5 Modification to Premises by Sublessee.»**

Sublessee shall neither make nor undertake any modification or improvement to the Premises unless and except Sublessor has given its prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. In all events, such modification of the Premises shall comply with all of the following requirements:

(a) Sublessee shall supply Sublessor with a complete set of construction drawings for Sublessor's review and approval at least thirty (30) days prior to Sublessee's proposed commencement of any construction work; and

(b) Sublessee may perform construction as provided by Section 5.5 or Sublessee shall retain a licensed and bonded contractor, approved in writing by Sublessor, to perform any construction work (for alterations, repair of fire or casualty, or other construction). The contractor shall carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction.

## **5.6 Hazardous Material Use.»**

Sublessee and Sublessor shall not cause or permit any Hazardous Material to be brought upon, kept, used, disposed, or discharged, in, on, from or about the Premises by their agents, employees, contractors, customers, clients, guests or invitees except as incidental to Sublessee's permitted use of the Premises, and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Sublessor shall comply with all applicable laws and regulations regulating the use, reporting, storage, discharge and disposal of Hazardous Material. As used in the Sublease, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl ("PCB"), (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. §6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601), (viii) defined as a "regulated substance" pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991, (ix) considered a "hazardous chemical substance and mixture" pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. § 2605), or (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136).

## **5.7 Real and Personal Property Taxes.**

### **5.7.1 Payment of Taxes.»**

Should any real property taxes be levied as a result of the Sublessee's (or permitted sub-tenant's) use of the Premises, Sublessor shall apply its rental income from this Sublease against any such property taxes. Sublessee shall be responsible for payment of any personal property taxes levied against the Sublessee's or its sub-tenant's personal property.

### **5.7.2 Tax on Rent.»**

Should any government impose a tax, assessment, gross receipts tax, transaction tax, privilege tax, sales tax or similar tax (other than an income or franchise tax) on the Rent, including taxes on any utility services, such taxes and assessments shall be paid by Sublessee.

### **5.8 Covenant Against Liens.»**

Sublessee will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Sublessee's sole expense, any mechanics' lien or similar lien against the Premises which is created or caused to be created by Sublessee's work on the Premises. Sublessee has no authority or power to cause or permit any mechanics' lien or similar lien created by act of Sublessee, operation of laws, or otherwise to attach to or be placed upon Sublessor's title or interest in the Premises. Any lien against the Sublessee shall attach only to Sublessee's leasehold interest in the Premises. Sublessee may contest, at Sublessee's sole expense, any lien, and the lien may remain pending resolution of the challenge. Sublessee shall indemnify and hold Sublessor harmless from any and all loss, damage or expense occasioned by the lien and shall provide such security as Sublessor may reasonably demand. If the lien is adjudged to be valid, Sublessee shall promptly pay and discharge the lien.

### **5.9 Sublessor's Right of Entry.»**

Sublessor shall be entitled to enter the Premises in a manner that does not unreasonably interfere with Sublessee's permitted use of the Premises.

**5.10 Operating Expense Adjustments.** Initial per square foot operating expenses are anticipated and included in the Base Rent amount for the first year of the Term ("Base Year"). If the per square foot operating costs as shown on **Exhibit C** are less than the actual per square foot operating expenses for each year of the Term, the difference in actual cost shall be assessed to Sublessee to ensure that Sublessee pays no less than the Premises pro-rata share of operating expenses for each year of the Term ("Adjustment Amount"). The Adjustment Amount shall be considered Rent and included in each subsequent year's Rent payment. The Base Year and methodology described above shall be used to adjust operating expense payment through the First and Second Renewal Terms (if any). In the last year of the Sublease Term or First or Second Renewal Terms, the Adjustment Amount shall be paid to Sublessor upon billing by Sublessor. Expense information to support the determination of per square foot operating expenses for each year shall be provided by Sublessor within a reasonable time upon request by Sublessee.

## **6 CHANGES IN THE PARTIES.**

### **6.1 Relationship of Parties.»**

Nothing contained in this Sublease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the method of computation of Rent nor any other provision of this Lease, nor any act of the parties, shall be deemed to create any relationship other than that of sublessor and sublessee.

### **6.2 Successors and Assigns.»**

This Sublease shall benefit and bind the successors and permitted assigns of the parties.

### **6.3 Sublessee Assignment and Sub-Sublease of Premises.»**

Sublessee may not assign or sublet all or a part of this Sublease unless Sublessee first obtains the written consent of Sublessor, which consent shall not be unreasonably withheld, delayed or conditioned. Approval of assignment and sub-sublease shall be subject to the provisions of the Lease and other legally recorded covenants or restrictions placed on the Premises. Any losses sustained from such sub-sublease shall accrue to the Sublessee and any profits shall be equally split between Sublessee and Sublessor after the costs of such subletting are deducted from the profits. Sublessor shall have the right to audit Sublessee's records in regards to collection of revenue from such sub-sublease.

#### **6.4 Sublessor's Transfer.»**

Sublessor may sell, assign or otherwise transfer the Premises. If Sublessor should sell, transfer, or terminate Sublessor's interest in the Premises, then effective with the date of the sale, transfer, or termination, Sublessor shall be released and discharged from any and all further obligations and responsibilities under this Sublease (except those already accrued) upon written assumption by the buyer or transferee of Sublessor's liabilities under this Sublease.

#### **6.5 Attornment.»**

Sublessee shall attorn to, and recognize as successor Sublessor under this Sublease, any person that purchases or obtains title to the Premises or to Sublessor's leasehold pursuant to a conveyance by Sublessor.

#### **6.6 Subordination.»**

Subject to the non-disturbance agreement referenced in Section 1.3 of this Sublease, Sublessee agrees that this Sublease is and shall remain subordinate to the Lease and any subsequent mortgage or deed of trust encumbering the Premises, together with any renewals, modifications or extensions of subsequent mortgages or deeds of trust. This subordination is self-operative without the need for any further document or instrument. Upon Sublessor's request, Sublessee shall execute reasonable instruments that are reasonably required to subordinate this Sublease to mortgages or deeds of trust made by Sublessor or the Idaho State Building Authority.

#### **6.7 Estoppel Certificate.»**

From time to time upon not less than fifteen (15) business days prior written request by a party, the other party will deliver to the requesting party a certificate in writing stating, if accurate (i) that this Sublease is unmodified and in full force and effect (or that the Sublease as modified is in full force and effect, describing the modifications), (ii) that the rents and other charges have been paid to date, and (iii) that the requesting party is not in default under any provision under this Sublease (or, if in default, the nature of the default). If the party shall fail to respond within thirty (30) business days of receipt the written request for the estoppel certificate, the party shall be deemed to have given the certificate without modification.

### **7 LOSS AND DAMAGE TO PREMISES.**

**7.1 Sublessee's Possession at Own Risk.** Sublessee covenants and agrees that neither Sublessor nor its agents shall be liable in any way for personal injuries or property damages sustained by Sublessee, its employees, visitors, or by any occupant of the subleased Premises, or by any other persons or organizations claiming through Sublessee, resulting from the condition, state of repair, or use of the subleased Premises, or any part thereof, or of any equipment therein or appurtenances thereto, or resulting from any act or negligence of Sublessee or of any other person or persons excepting the Sublessor or its agent. Neither Sublessor nor its agents shall be liable for damage to Sublessee's personal property or for any loss suffered by Sublessee caused in any manner whatsoever, except when Sublessor or its agents willfully or negligently causes such damage or loss.

## **7.2 Insurance.»**

As provided by the underlying Lease, the State of Idaho maintains an insurance policy (or policies) insuring the Premises.

## **7.3 Sublessee's Insurance.»**

No insurance is provided by Sublessor for Sublessee's personal property. Sublessee shall insure and be solely responsible for insurance coverage on personal property, of every kind or nature, which is not part of the Premises or owned by Sublessor. Sublessee shall, at Sublessee's sole cost and expense, either obtain the insurance Sublessee deems advisable, or shall be deemed to be self-insured. Sublessee waives all rights on insurance purchased by the Sublessor (if any).

## **7.4 Waiver of Subrogation.»**

To the extent permitted by their respective insurers, Sublessor and Sublessee (and each person claiming an interest in the Premises through Sublessor or Sublessee) release and waive their entire right of recovery against the other for direct, incidental or consequential or other loss or damage arising out of, or incident to, the perils covered by insurance carried by each party, whether due to the negligence of Sublessor or Sublessee. If necessary, all insurance policies may be endorsed to evidence this waiver.

## **7.5 Effect of One Party's Actions on Other Party's Insurance.»**

Neither party shall do or permit to be done anything that shall invalidate any insurance carried by the other party.

## **7.6 Condemnation.»**

Subject to the provisions of Section 10.1 of the Lease (as defined in Section 1.3 of this Sublease), if any material portion of the Premises is permanently condemned or taken under any governmental law, ordinance or regulation, by right of eminent domain, or by deed in lieu, then either party may, at its sole option and upon written notice to the other given within fourteen (14) days following the date the condemning authority takes title or possession, whichever comes first ("date of taking"), terminate this Sublease effective on the date of taking. For purposes of this Section 7.6, a "material" portion of the building means such portion of the building as would render the remaining portion of the building insufficient for Sublessee's continuing needs. Upon receipt of notice of any proposed condemnation, the receiving party shall promptly notify the other party. Sublessor may reserve all rights to damages to the Premises for any taking or condemnation of all or any portion of the Premises.

**7.7 Damage or Destruction of Premises.** In the event of damage to or destruction of the improvements to the Premises by fire or other casualty, except for damage caused by the negligence or willful act or omission of Sublessee, and subject to the terms of the underlying Lease, the Sublessor may at its option either (a) promptly repair such damage or cause such damage to be repaired, in which event the Sublease shall continue in full force and effect, or (b) terminate the Sublease as of the date of such damage, by giving Sublessee written notice thereof within thirty (30) days of the damage. In the event the damage is caused by the negligence or willful act or omission of the Sublessee, Sublessee shall be obligated to provide insurance proceeds to the extent such proceeds are available to repair, restore or rebuild and Sublessee shall deliver all insurance proceeds and/or assign any causes of action it may possess against any person or entity to Sublessor. If Sublessor elects to proceed under subsection (a) above, during the period of damage, distribution, repair, restoration or rebuilding, this Sublease shall remain in effect; and there shall be no abatement of rent provided, however, Sublessee shall be entitled to recoup any loss of use over the twelve (12) months following restoration of the Premises.

## **8        DEFAULT BY SUBLESSEE OR SUBLESSOR.**

### **8.1        Default by Sublessee.»**

Sublessee shall be in default under this Sublease if any of the following occur: (i) Sublessee fails to pay when due any Rent or other payment required to be paid by Lessee under this Sublease; (ii) Sublessee fails to perform or observe any other covenant, agreement or condition which Sublessee is required to perform or observe and the failure shall not be cured within thirty (30) calendar days after delivery of written notice to Sublessee of the failure (or, if the cure cannot be effected within the thirty day period, then within the additional period of time as may be required to cure the default provided Sublessee is diligently and continuously pursuing the cure to completion); (iii) Sublessee is named as a debtor in any voluntary or involuntary bankruptcy proceeding; (iv) substantially all of Sublessee's assets are placed in receivership or are subjected to attachment or other judiciary seizure; (v) Sublessee makes or suffers a general assignment for the benefit of creditors; or (vi) Sublessee vacates all or a substantial portion of the Premises and also ceases payment of rent for any portion of the Premises.

### **8.2        Remedies of Sublessor.»**

In the event of Sublessee's default as set forth in Section 8.1, Sublessor shall have the remedies set forth in this Sublease by the giving of prior written notice to Sublessee at any time during the continuance of the event of default. Sublessor's remedies are cumulative and not alternative remedies.

#### **8.2.1      Legal and Equitable Remedies.»**

Sublessor and Sublessee shall have all remedies available at law or in equity.

#### **8.2.2      Termination of Sublease.»**

In the event of a Sublessee default, in addition to all other rights and remedies available to Sublessor in law and equity, Sublessor may (i) change the locks and lock the doors to the Premises and exclude Sublessee from the Premises, (ii) enter the Premises and remove all persons and personal property therefrom without being liable for prosecution or any claim for damages for the removal, (iii) declare the Sublease terminated, (iv) commence litigation for the Rent due and to become due under the Sublease, and for any damages sustained by Sublessor, (v) continue the Sublease in effect and re-let the Premises on such terms and conditions as Sublessor may deem advisable, and (vi) hold the Sublessee liable for the Rent, the reasonable cost of obtaining possession of the Premises, the reasonable cost of reletting the Premises (including attorney's fees, broker's commissions and tenant improvements), less the Rents actually received from the reletting, if any.

#### **8.2.3      Advance.»**

In the event of Sublessee's default, Sublessor may remedy the default for the account and at the expense of Sublessee. If Sublessor at any time, by reason of the default, is compelled to pay, or elects to pay, any money or do any act which will require the payment of any money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting or prosecuting any action or proceeding to enforce Sublessor's rights under this Sublease, the money paid by Sublessor, with interest from the date of payment, shall be additional rent and shall be due from Sublessee to Sublessor as Rent.

**8.2.4      Interest on Delinquent Sums.** Whenever any sum due under this Sublease is not paid when due, it shall bear interest thereafter at five percent (5%) per annum.

### **8.3        Default by Sublessor.»**

Sublessor shall be in default under this Sublease if Sublessor fails to supply agreed to services or otherwise perform or observe any covenant, agreement or condition which Sublessor is required to perform or observe and the failure shall not be cured within thirty (30) calendar days after delivery of written notice to Sublessor by Sublessee of the failure (or, if the cure cannot be effected within the thirty-day period, then within the additional period of time as may be required to cure the default provided Sublessor is diligently and continuously pursuing the cure to completion).

#### **8.4 Remedies of Sublessee.»**

In the event of Sublessor's default as set forth in Section 8.3, Sublessee shall have all rights provided at law or in equity. Sublessee's obligation to pay Rent is independent of all other rights, and Sublessee may not withhold Rent from Sublessor or pay Rent to other parties or into any escrow or holding account because of the default or alleged default of Sublessor.

### **9 TERMINATION OF SUBLEASE.**

#### **9.1 Events of Termination.»**

This Sublease shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Sublessor and Sublessee; (ii) by Sublessor pursuant to the express provisions of this Sublease; (iii) by Sublessee pursuant to the express provisions of this Sublease; (iv) upon expiration of the Term of this Sublease; (v) by reason of Section 7.6 or 7.7 relating to condemnation or destruction of the Premises.

#### **9.2 Surrender of Possession.»**

Upon termination of this Sublease, Sublessee will immediately surrender possession of the Premises to Sublessor. If possession is not immediately surrendered, Sublessor may, in compliance with the laws of the State of Idaho, re-enter and repossess the Premises and remove all persons or property.

#### **9.3 Holding Over.»**

If Sublessee fails to deliver actual possession of the Premises to Sublessor upon termination of this Sublease, Sublessor shall have all remedies available at law or in equity to a lessor or sublessor of real property in the State of Idaho, plus the following remedies: (i) Sublessor may recover damages from Sublessee in an amount equal to (a) the Rent applicable immediately prior to termination for each full or partial month that Sublessee fails to deliver actual possession of the Premises to Sublessor, and (b) all damages sustained by Sublessor by reason of Sublessee's failure to deliver actual possession of the Premises to Sublessor (including attorney's fees); or (ii) Sublessor may accept Sublessee's failure to deliver actual possession of the Premises to Sublessor as an irrevocable offer by Sublessee to renew this Sublease for a month to month period and shall entitle Sublessor to 150% of the prepaid Base Rent for the period that Sublessee fails to deliver actual possession of the Premises to Sublessor.

#### **9.4 Condition of Premises Upon Termination.»**

Sublessee, upon termination or abandonment of this Sublease or termination of Sublessee's right of possession, agrees as follows:

##### **9.4.1 Removal of Property.»**

Except as permitted by this Sublease, Sublessee shall not remove any alterations, improvements or additions made to the Premises by Sublessee or others, without the prior written consent of Sublessor, which consent may be withheld for any reason or for no reason. Sublessee shall



immediately remove, in a good and workmanlike manner, all personal property (including system furniture which may be attached to Premises) of Sublessee. Sublessee shall promptly repair all damage occasioned by such removal in a good and workmanlike manner. If Sublessee fails to remove any property, Sublessor may (i) accept the title to the property without credit or compensation to Sublessee, or (ii) remove and store the property, at Sublessee's expense, in any reasonable manner that Sublessor may choose. Unless explicitly permitted by Sublessor in writing, Sublessee shall not remove any tenant improvements specified in **Exhibit G** from the Premises prior to, during, or after termination of this Sublease.

#### **9.4.2 Restoration of Premises.»**

Sublessee shall restore the Premises to a broom clean condition and in the condition existing on the Commencement Date, with the exception of (i) ordinary wear and tear, and (ii) alterations, improvements and additions which Sublessor approved in writing prior to installation and which Sublessor has not directed Sublessee in writing to remove. If Sublessee fails to properly restore the Premises, Sublessor, at Sublessee's expense, may restore the Premises in any reasonable manner that Sublessor may choose.

### **10 CLAIMS AND DISPUTES.**

#### **10.1 Rights and Remedies Cumulative.»**

Except where expressly provided otherwise in this Sublease, each party's rights and remedies described in this Sublease are cumulative and not alternative remedies.

#### **10.2 Non-waiver of Remedies.»**

A waiver of any condition stated in this Sublease shall not be implied by any neglect of a party to enforce any remedy available by reason of the failure to observe or perform the condition. A waiver by a party shall not affect any condition other than the one specified in the waiver and a waiver shall waive a specified condition only for the time and in the manner specifically stated in the waiver. The acceptance by Sublessor of rent or other money from Sublessee after termination of the Sublease, after termination of Sublessee's right of possession, after the occurrence of a default, or after institution of any remedy by Sublessor shall not alter, diminish, affect or waive the Sublease termination, termination of possession, default or remedy.

#### **10.3 Indemnification.**

#### **10.4**

#### **10.5**

#### **10.6 »**

##### **10.6.1**

##### **10.3.1 By Sublessor.**

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Sublessor agrees to indemnify and hold harmless Sublessee, its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Sublessor's possession, operations or performance under this Sublease and

which are caused by the sole negligence of Sublessor, its agents and assigns. Sublessor shall promptly notify Sublessee of any such claims of which it has knowledge and shall cooperate fully with Sublessee or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligence on the part of the Sublessee, its agents or assigns.

#### **10.3.2 By Sublessee.**

Sublessee agrees to indemnify and hold harmless Sublessor, its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Sublessee's possession, operations or performance under this Sublease and which are caused by the sole negligence of the Sublessee, its agents or assigns. Sublessee shall promptly notify the Sublessor of any such claims of which it has knowledge and shall cooperate fully with the Sublessor or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligence on the part of the Sublessor, its agents or assigns.

### **10.4 Hazardous Material Indemnification**

#### **10.4.1 By Sublessor.**

During and after the Term of this Sublease, and subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Sublessor shall indemnify and hold Sublessee harmless from any and all costs (including costs of remediation or clean-up and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of Sublessor's breach of the obligations stated in Section 5.6 regarding Hazardous Material. This indemnification of Sublessee by Sublessor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by Sublessor results in any contamination of the Premises, Sublessor shall promptly take all actions at Sublessor's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

#### **10.4.2 By Sublessee.**

During and after the Term of this Sublease, Sublessee shall indemnify and hold Sublessor harmless from any and all costs (including costs of remediation or clean-up and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of Sublessee's breach of the obligations stated in Section 5.6 regarding Hazardous Material. This indemnification of Sublessor by Sublessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by Sublessee results in any contamination of the Premises, Sublessee shall promptly take all



actions at Sublessee's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

#### **10.5 Effect of Sublessor's Insurance on Sublessee's Obligation.»**

From time to time and without obligation to do so, Sublessor may purchase insurance against damage or liability arising out of or related to the Premises. The purchase or failure to purchase insurance shall not release or waive the obligations of Sublessee set forth in this Sublease. Sublessee waives all claims on insurance purchased by Sublessor. Sublessee's insurance shall be the primary insurance for claims which are the responsibility of the Sublessee as provided by this Sublease, notwithstanding Sublessor's purchase of any additional or supplemental insurance coverage.

#### **10.6 Dispute Resolution.»**

If the parties disagree regarding the performance of this Sublease, then the parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussions, then the parties may agree to attempt to settle the disagreement in an amicable manner by mediation. Thereafter, any unresolved disagreement arising from or relating to this Sublease or a breach of this Sublease shall be resolved as provided by law. The provisions of this Section 10.6 shall not apply to disputes arising from Sublessee's default in the performance of any obligation to pay Rent.

#### **10.7 Attorney Fees and Costs.»**

If a party is in default under this Sublease, then the defaulting party shall pay to the other party reasonable attorney fees and costs (i) incurred by the other party after default and referral to an attorney and (ii) incurred by the prevailing party in any litigation (including any reasonable attorney fees on appeal).

#### **10.8 Interpretation.»**

The law of the State of Idaho shall govern this Sublease. The courts in the State of Idaho shall have exclusive jurisdiction. The invalidity of any portion of this Sublease shall not affect the validity of any other portion of this Sublease. This Sublease constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations. Whenever the consent of either party is required to an action under this Sublease, consent shall not be unreasonably withheld or delayed, unless otherwise expressly provided.

### **11 GENERAL PROVISIONS.**

#### **11.1 Notices.»**

All notices of any kind and for any purpose under this Sublease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or by fax, or on the date of receipt if delivered by U.S. Mail or express courier. Proof of delivery shall be by affidavit of personal delivery, machine generated confirmation of fax transmission, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to the address set forth below:

**Sublessee:**

CH2M Hill

Phone  
Fax

**Sublessor:**

Regents of the University of Idaho  
Vice President for Finance and Administration  
PO Box 443168  
Moscow ID 83844-3168  
Phone (208) 885-6174  
Fax (208) 885-5504

**11.2 »****11.2 Brokers.»**

Each party hereto represents and warrants to the other party that the representing party has no arrangement with any realtor, broker or agent in connection with the negotiations of this Sublease other than Collier's International and CH2M Hill Commercial Real Estate, CCR. Sublessor shall be required to pay 6% of the total Base Rent for such broker services as per separate agreement between the brokers.. Each party agrees to defend, indemnify and hold the other party harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtor, broker or agent other than those listed above arising out of the actions of the indemnifying party with respect to this Sublease.

»

**11.3 Non-recording.»**

This Sublease shall not be recorded. A Memorandum of Sublease executed by both parties hereto may be recorded.

**11.4 Time is of the Essence.»**

Time is of the essence with respect to the obligations to be performed under this Sublease.

**11.5 Equal Opportunity.** Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Sublease, with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Sublease.

**11.6 Non-use of Names and Trademarks.** No party to this Sublease shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

**12 SIGNATURES.**

Sublessor:

Regents of the University of Idaho

Dated: \_\_\_\_\_, 2005

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

Jay D Kenton,  
Vice President Finance and Administration

Sublessee:

CH2M Hill

Dated: \_\_\_\_\_, 2005

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO**

**REFERENCE**

June 2003	Board approved Idaho State University Single Bond System Concept
October 2003	Presentation on Single Bond System Concept for Boise State University, no Board action
December 2003	Board approved Boise State University Single Bond System Concept

**SUBJECT**

Issue tax-exempt revenue bonds to refund bonds and to initiate a single bond system. To be presented for approval at the January 2005 board meeting.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V. F.

**BACKGROUND**

The board's approval will be requested at the January board meeting to issue approximately \$19,000,000 in tax-exempt bonds to refund selected maturities of the Series 1996 Telecommunications, Series 1997 Recreation Center, and Series 1999 Commons bonds to take advantage of lower interest rates and achieve debt service savings. At the same time it will be advantageous for the university to initiate the transition to a single bond system.

**DISCUSSION**

Refunding:

The University, with the assistance of its bond underwriter, periodically reviews outstanding bond issues to assess whether or not it is advisable to refinance bonds to take advantage of savings that may be available due to lower interest rates. The University will not be extending the maturity date of existing bonds, but rather achieving savings solely through current low interest rates. After careful review of outstanding bonds and interest rate risk, the University believes a refunding in January 2005 will be in the best interest of the University.

Single Bond System:

At the advice of bond experts and based upon best practices in the industry, the University proposes to conform its bond system to industry standards. This modernization will, over time, consolidate several revenue streams for current bond systems within the University, and utilize the efficiencies and economy of scale of a single system. The University's strategy in creating a single system is to enhance the security and source of payments for its bondholders, while increasing financial flexibility and still maintaining accountability for individual enterprises.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**IMPACT**

The University estimates that lower interest rates will result in total as well as present value debt service savings. The exact amounts will be determined when the bonds are priced on the same day as the January meeting.

**STAFF COMMENTS**

The University of Idaho's proposal is the same concept as already in place at BSU and ISU. The UI will bring forth their proposal at the January 2005 Board meeting. Staff will review the UI proposal in greater detail before that Board meeting.

**BOARD ACTION**

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

**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: F. Bonds and Other Indebtedness

April 2002

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**F. Bonds and Other Indebtedness**

**1. General Powers**

The University of Idaho, Idaho State University, Lewis-Clark State College, and Boise State University may, by a majority vote of all the members of the Board, borrow money with or without the issuance of bonds pursuant to Chapter 38, Title 33, Idaho Code. The Board must act by formal resolution. Such indebtedness is not an obligation of the state of Idaho but is an obligation solely of the respective institutions and the respective board of trustees. Any indebtedness is to be used to acquire a project, facility, or other asset that may be required by or be convenient for the purposes of the institution. Student fees, rentals, charges for the use of the projected facility, or other revenue may be pledged or otherwise encumbered to pay the indebtedness. Refunding bonds also may be issued.

Eastern Idaho Technical College is not authorized to borrow money under Chapter 38, Title 33, Idaho Code.

**2. Attorney General's Opinion**

The Board or the institution may request the Attorney General of Idaho to review and pass upon the validity of a proposed bond issue. If found valid, the bond is an incontestable, binding obligation on the institution.

**3. Private Sale**

A private sale of bonds is permitted only with the prior approval of the Board as the governing body of the institution. The chief executive officer of the institution must justify why a public sale is not desirable and explain the benefits of a private sale of bonds.

**4. Responsibility of the Chief Executive Officer**

The chief executive officer of the institution is responsible for compliance with state law and these provisions when any indebtedness is incurred.

5. Expenditure of Excess Revenue

Expenditure of project revenues over and above that pledged or otherwise encumbered to meet the indebtedness is limited to expenditures for projects identified in the bond's Official Statement. Expenditure of excess revenue for other projects requires prior Board approval. Expenditures between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval from the executive director and expenditures greater than five hundred thousand dollars (\$500,000) require prior Board approval.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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

**SUBJECT**

The University of Idaho requests approval of the acquisition of real property gifted to Regents by Merilee Young for the benefit of the UI College of Natural Resources (see Exhibits A - Gift Agreement and B – Deed attached. The Appraisal Report for this property is available upon request).

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E.1.  
Idaho State Board of Education Governing Policies & Procedures, Section V.I.1  
and V.I.2.

**BACKGROUND**

Merilee Young of Redmond, Oregon proposes to donate 160 acres of undeveloped forestland in Kootenai County, Idaho to the University of Idaho. The property is to be known as the “Harold W. and Geraldine E. Russell Tree Farm” and the proceeds generated from the property are, according to the gift agreement, to be “used for the maintenance and management of the property, and by the Dean’s discretion to advance the College of Natural Resources.”

**DISCUSSION**

Acceptance of this property (appraised value is \$44,000) will add to the College of Natural Resources’ inventory of productive forestlands it manages for direct educational and research benefits and as a source of revenue to support programs administered by the College. While the property has physical characteristics that make it unique for study and active forest management, should the College deem the property unsatisfactory for continued management, its location adjacent to federal, state and private forestland management entities will make the property useful for potential exchange or disposal that may otherwise benefit the College. Actual acceptance of the property shall be subject to satisfactory completion of appropriate environmental and title assessment already initiated by UI staff.

**IMPACT**

Aside from costs for due diligence and other real estate transaction costs, the fee interest in this property is being granted at no cost to the University. Management costs for the property are negligible and will be covered by the College’s existing experimental forest operations budget.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

The University indicated the proceeds from the property will eventually cover management expenses. Initially the trees will be allowed to grow; harvesting would occur later. Staff has been provided with a comprehensive appraisal report that was prepared in October 2004.

Staff has reviewed this agenda item for compliance with Board policy and recommends approval.

**BOARD ACTION**

A motion to approve the request by the University of Idaho to accept a donation of approximately 160 acres of undeveloped forest land in Kootenai County from Merilee Young.

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

**EXHIBIT A**

**GIFT AGREEMENT**

This agreement is made by MERILEE A. YOUNG, a married person dealing with her sole and separate property, ("**Grantor**") whose current address is 1219 SW 63<sup>rd</sup> St., Redmond, OR 97756, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant, convey, and confirm unto the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO ("**Grantee**"), whose current address is Office of Finance and Administration, Administration Building Room 211, PO Box 443168, Moscow, ID 83844-3168, County of Latah, State of Idaho, that certain real estate situated in Kootenai County, Idaho, more particularly described in Exhibit 'A' attached hereto and by this reference incorporated herein ("**Property**") and all rights appurtenant thereto.

WHEREAS it is the desire of the GRANTOR to gift the Property for the benefit of the University of Idaho College of Natural Resources.

WHEREAS it is the further desire for the Dean of the University of Idaho College of Natural Resources to utilize the proceeds generated from the use of the Property to benefit the College's Teaching and Research programs.

WHEREAS it is the desire of the GRANTEE to receive the Property according to the terms and conditions contained herein;

NOW THEREFORE, the GRANTOR does hereby agree to grant and convey to the GRANTEE the Property, including all improvements, water, water rights, timber mineral rights, easements, heritaments, and appurtenances thereto, in consideration for the GRANTEE's agreement to fulfill the following conditions:

1. The Property shall be known as the Howard W. and Geraldine E. Russell Tree Farm;
2. The GRANTEE, through the College of Natural Resources will manage the Howard W. and Geraldine E. Russell Tree Farm;
3. Proceeds generated from the Howard W. and Geraldine E. Russell Tree Farm will be used for maintenance and management of the Property, and by the Dean's discretion to advance the College of Natural Resources.

The GRANTEE shall be entitled to possession of the Property as of the date of recording of the Gift Deed included as Exhibit B, attached and made a part hereto, and shall be responsible to pay the taxes and assessments levied on the above described property for the 2004 calendar year. The Grantee may, at their own expense, purchase title insurance insuring good and marketable title of the Property.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**EXHIBIT A - continued**

The validity, meaning and effect of this agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that State. This agreement shall be binding upon and inure to the benefits of the heirs, personal representative, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, dated this \_\_\_\_ day of \_\_\_\_\_, 2004.

GRANTOR: Merilee A. Young

\_\_\_\_\_  
GRANTEE: Regents of the University of Idaho

\_\_\_\_\_  
Jay Kenton  
Vice President for Finance and Administration

Acknowledged by:

\_\_\_\_\_  
Steven B. Daley Laursen, Dean  
College of Natural Resources

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**EXHIBIT B**

Recording Requested By and  
When Recorded Return to:

Board of Regents of the University of Idaho  
Office of Finance and Administration  
Administration Building Room 211  
P.O. Box 443168  
Moscow, ID 83844-3168

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GIFT DEED**

MERILEE A. YOUNG, a married person dealing with her sole and separate property, ("**Grantor**") whose current address is 1219 SW 63<sup>rd</sup> St., Redmond, OR 97756, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant, convey, and confirm unto the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO ("**Grantee**"), whose current address is Office of Finance and Administration, Administration Building Room 211, PO Box 443168, Moscow, ID 83844-3168, County of Latah, State of Idaho, that certain real estate situated in Kootenai County, Idaho, more particularly described in Exhibit 'A' attached hereto and by this reference incorporated herein ("**Property**").

Except as otherwise expressly reserved herein, Grantors grant the Property to Grantee together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, water rights and profits thereof; and all estate, right, title, and interest in and to the Property, as well in law as in equity.

Grantee and its successors and assigns forever shall have and hold, all and singular the above-described Property together with the appurtenances unto.

Witness the hand of said Grantors this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Merilee A. Young

STATE OF IDAHO     )  
                                  ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me the undersigned, a Notary Public in and for said state, personally appeared Merilee A. Young, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**EXHIBIT B - continued**

IN WITNESS WHEREOF, I have set my hand and notarial seal the date last above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the state of Idaho,  
residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**EXHIBIT B - continued**

**EXHIBIT 'A'**

**Legal Description of Property**

The East half of the Northeast Quarter and the East half of the Southeast Quarter of Section 32,  
Township 48 North, Range 1 East, Boise Meridian, Kootenai County, Idaho.

**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: E. Gifts and Institutional Foundations**

**April 2002**

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**E. Gifts and Institutional Foundations**

**1. Acceptance of Gifts**

The Board may accept gifts, legacies, and devises (hereinafter "gifts") of real and personal property to the state of Idaho for the benefit of any institution, school or agency under its governance. Gifts worth more than \$10,000 must be accepted by the Board before the gift may be expended or otherwise used by the institution, school or agency. The chief executive officer of any institution, school or agency is authorized to receive, on behalf of the Board, gifts worth \$10,000 or less and of a routine nature. (Section 33-3714, Idaho Code.)



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY - continued**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: I. Real and Personal Property and Services**

**April 2002**

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**I. Real and Personal Property and Services**

**1. Authority**

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the executive director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

**2. Acquisition of Real Property**

- a. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.
- b. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the state of Idaho by and through the State Board of Education.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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- c. This does not preclude a foundation or other legal entity separate and apart from an institution, school or agency under Board governance from taking title to real property in the name of the foundation or other organization for the present or future benefit of the institution, school or agency. (See Section V.E.)
- d. Acquisition of an option, lease, or any other present or future interest in real property by or on behalf of an institution, school or agency requires prior Board approval if the term of the lease exceeds five (5) years or if the cost exceeds two hundred fifty thousand dollars (\$250,000) annually.
- e. Appraisal.

An independent appraiser must be hired to give an opinion of fair market value before an institution, school or agency acquires fee simple title to real property.

- f. Method of sale - exchange of property.

The Board will provide for the manner of selling real property under its control, giving due consideration to Section 33-601(4), applied to the Board through Section 33- 2211(5), and to Chapter 3, Title 58, Idaho Code. The Board may exchange real property under the terms, conditions, and procedures deemed appropriate by the Board.

- g. Execution.

All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions, school and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
COLLEGE AND UNIVERSITIES OF THE STATE BOARD**

**SUBJECT**

Intercollegiate Athletics Reports of revenues, expenditures, and number of participants.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III. T.4.

**BACKGROUND**

Responsibility, management, control and reporting requirements for Athletics are detailed in the policy. The institutions are required to submit regular financial reports as specified by the Board office. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors.

**DISCUSSION**

The Board policy establishes limits on the amount of general account and institutional funds an institution can allocate to athletics. These limits are adjusted annually at the same rate of change as the general education appropriation. Increases to the student activity fee supporting athletics, is limited to the rate of increase for the total student activity fees. There is no limit on program funds. Appropriated funds above the limit can be allocated for additional women's programs, addressing gender equity issues.

Board staff has reviewed the data submitted by the institutions; there does not appear to be any violations to the limit policy.

The following charts and worksheets are provided:

EXHIBIT A Page 5	Chart identifying the Board limits from general education appropriated funds and from institutional funds. All institutions are within the limits.
EXHIBIT B Page 7	Chart identifying the revenue by major source for each institution. Displays the relationship among the funding sources.
EXHIBIT C Page 8	Chart identifying the revenue by major source as a percent of the total athletic revenue.
EXHIBIT D Page 9	Athletic departments fund balance at fiscal year end.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
COLLEGE AND UNIVERSITIES OF THE STATE BOARD - continued**

- |                          |  |
|--------------------------|--|
| EXHIBIT E<br>Page 10     | Chart displaying students participating in athletic programs and the number of students participating who are on scholarships, both full-ride scholarships and partial scholarships.   |
| EXHIBIT F<br>Pages 11-33 | Intercollegiate Athletic report worksheets for each institution consisting of five pages each. The reports identify actual revenue and expenditures for Fiscal Years 2000 through 2004 and estimated revenue and expenditures for Fiscal Year 2005. For each institution, the first page summarizes revenue and expenditures; the second and third pages categorize revenue and expenditures by sport; the fourth page identifies the number of participants by sport; and the fifth page identifies the number of scholarships (both full-ride and partial) by sport. |

**IMPACT**

The reports present the financial status of the intercollegiate athletic programs and the participation of students in the various sport programs.

**STAFF COMMENTS AND RECOMMENDATIONS**

There are no estimated negative year-end end fund balances for any of the institutions (Exhibit D, Page 9). Program and student fee revenue decreased 1.4% overall as a percentage of total sources of revenue with State and institutional support making up the difference.

Staff recommends acceptance of the report.

**BOARD ACTION**

A motion to accept the Annual Intercollegiate Athletics Reports as presented.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: III. POSTSECONDARY AFFAIRS  
T. Intercollegiate Athletics

April 2002

**4. Financial Reporting.**

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The institutions will submit the following reports to the Board:

- a. 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.
- b. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.
- c. At the October Board meeting, institutions shall submit a statement of current funds, revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The following fiscal year's financial information will be reported by each institution:
  - (1) Estimated revenues and expenditures for the current fiscal year.
  - (2) Actual revenues and expenditures for the fiscal year most recently completed.
  - (3) Proposed operating budget for the next budget year beginning July 1. This report, however, will be submitted to the Board at its June meeting with other institutional operating budgets.
- d. An annual report of estimated (for the current year) and actual (for the most recently completed year) revenues and expenditures of the institution's booster organization, requested for submission to the Board for information only.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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- e. A general narrative paper explaining each institution's policy on grants-in-aid for men and women athletes (including nonresident tuition waivers), procedures for charging or allocating costs for facilities' use to athletic programs, and any allocations of personnel or operating expenses to or from the other departments or units of the institution.

# State Board of Education

## Intercollegiate Athletics Support Limits

Exhibit A

**Board Policy (III.T.3.) on funds allocated and used by athletic program from:**

**General Education Funds:**

"... In subsequent years, the limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans."

**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."

**Student Fee Revenue:**

"shall not exceed revenue generated from student activity fee dedicated for the athletic program. Increases to the student fee for the athletic program shall be at the same rate of increase as the total student activity fees."

**Program Funds:**

"the institutions can use the program funds generated, without restriction."

1	<b>Calculation of Limits:</b>					
		FY01	FY02	FY03	FY04	FY05
2	<b>General Education Funds:</b>					
3	General Education Allocation:					
4	General Account	214,986,500	235,939,800	213,558,800	218,000,000	223,366,200
5	Endowment	13,011,400	15,906,700	13,635,900	11,964,700	10,020,500
6	Student Fee Revenue	59,520,900	63,089,600	67,127,300	97,207,800	97,207,800
					(14,902,400)	
7	Total	287,518,800	314,936,100	294,322,000	312,270,100	330,594,500
8	% Growth from Prior Year	6.72%	9.54%	-6.55%	6.10%	5.87%
9						
10	Limits:					
11	Universities	1,704,900	1,867,500	1,745,300	1,851,700	1,960,400
12	% Growth from Prior Year	6.72%	9.54%	-6.54%	6.10%	5.87%
13	Lewis-Clark State College	633,800	694,200	648,800	688,400	728,800
14	% Growth from Prior Year	6.72%	9.53%	-6.54%	6.10%	5.87%
15						
16	<b>Institutional Funds:</b>					
17	Limits:					
18	Boise State University	266,800	292,200	273,100	289,800	306,800
19	% Growth from Prior Year	6.72%	9.52%	-6.54%	6.11%	5.87%
20	Idaho State University	373,500	409,100	382,300	405,600	429,400
21	% Growth from Prior Year	6.71%	9.53%	-6.55%	6.09%	5.87%
22	University of Idaho	533,600	584,500	546,200	579,500	613,500
23	% Growth from Prior Year	6.72%	9.54%	-6.55%	6.10%	5.87%
24	Lewis-Clark State College	106,700	116,900	109,200	115,900	122,700
25	% Growth from Prior Year	6.70%	9.56%	-6.59%	6.14%	5.87%

Note: House Bill 805 (HB805) provided an additional 1% (one-time) salary increase for eligible employees. For compliance with HB805, the institutions expended the following amounts in addition to the established limits for General Education at lines 11 and 13, and Institutional Limits between lines 18 and 25.

	FY 2005	
	General	Institutional
Institution	Funds Limit	Funds Limit
	Increases	Increases
Boise State University	\$15,518	\$27,701
Idaho State University	\$15,459	\$0
University of Idaho	\$13,971	\$8,087
Lewis Clark State College	\$3,500	\$0

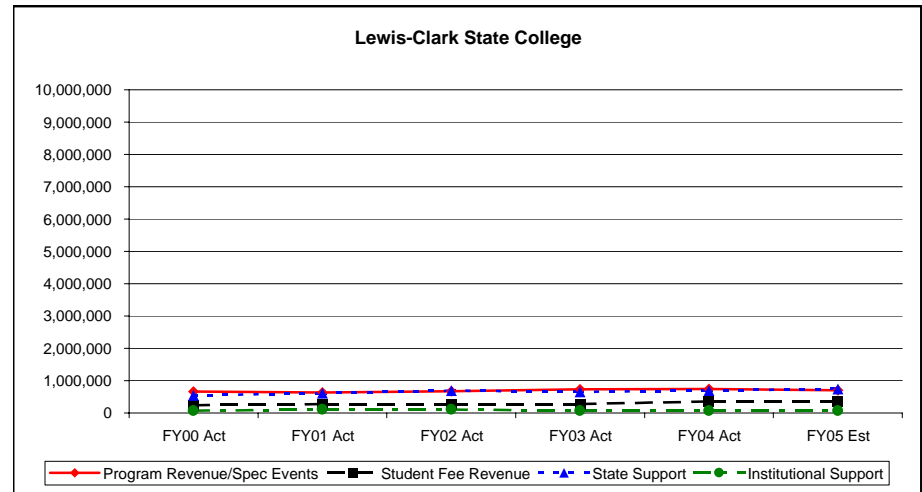
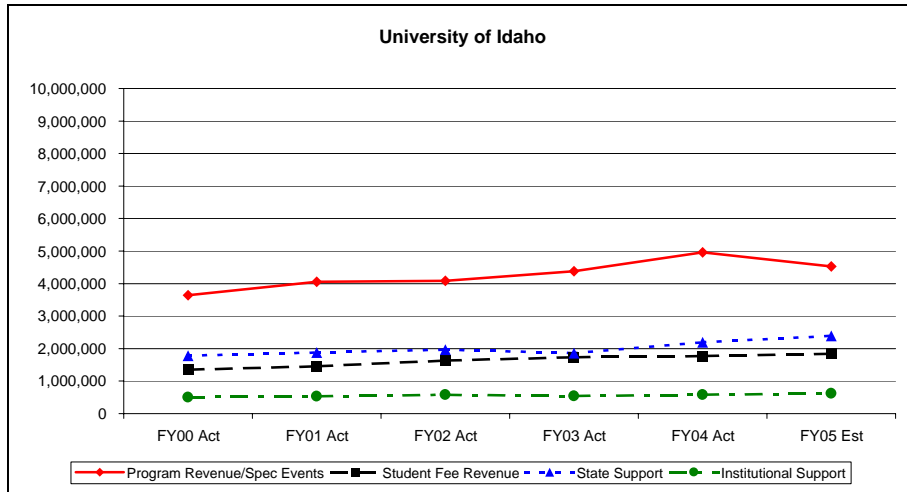
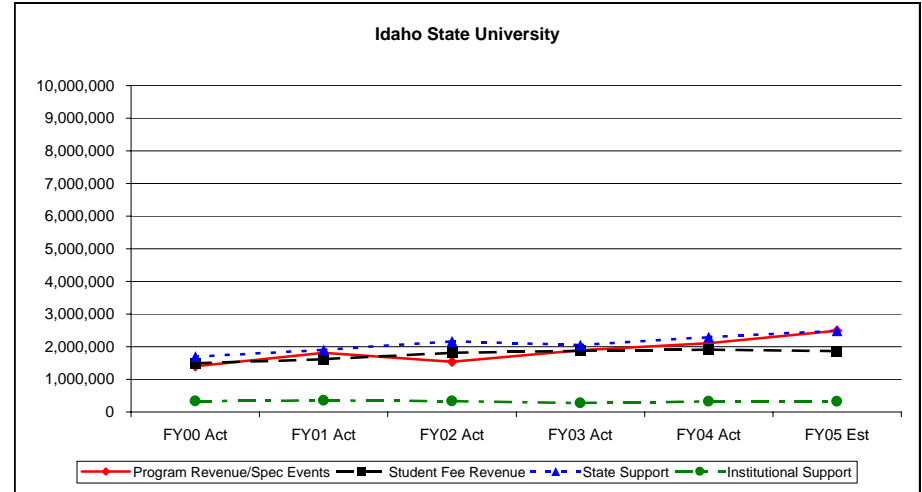
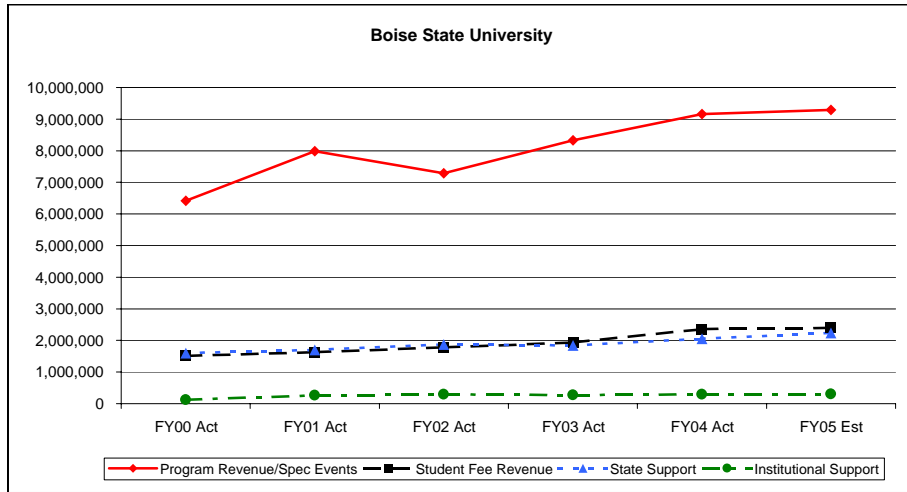
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# Intercollegiate Athletics Report

## Revenue by Major Source

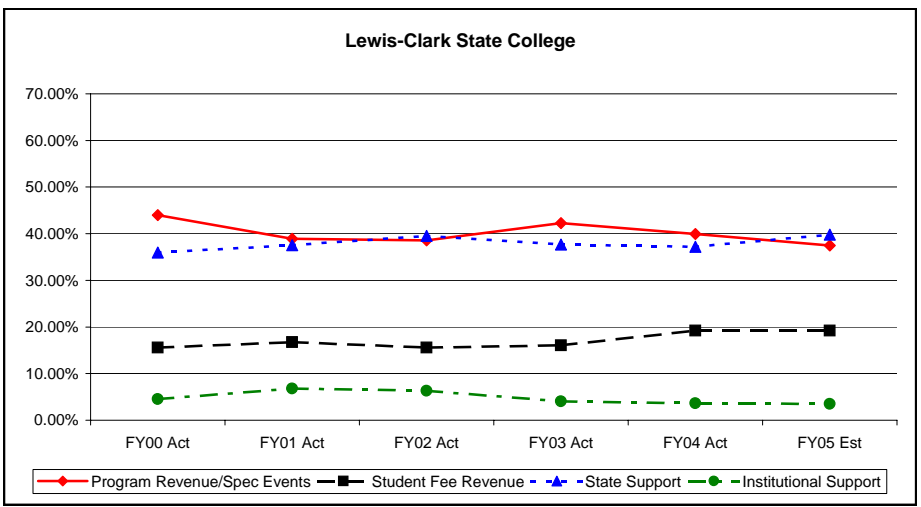
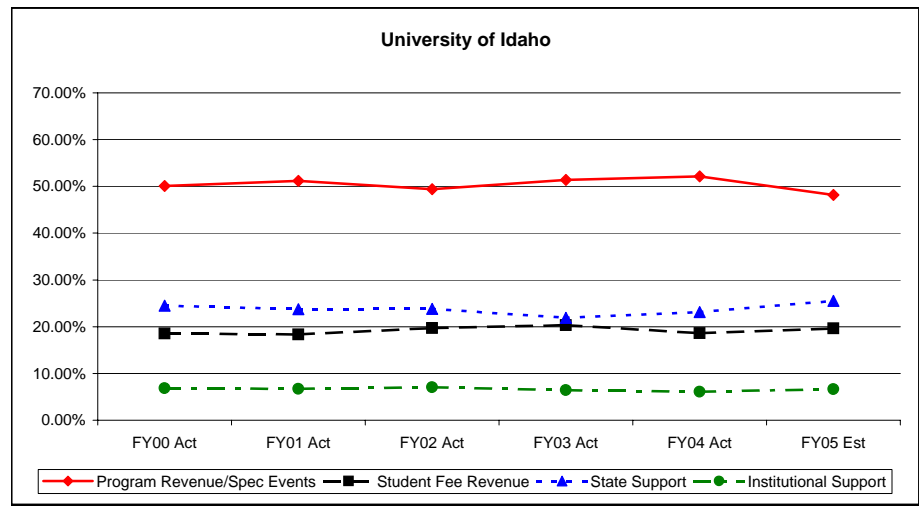
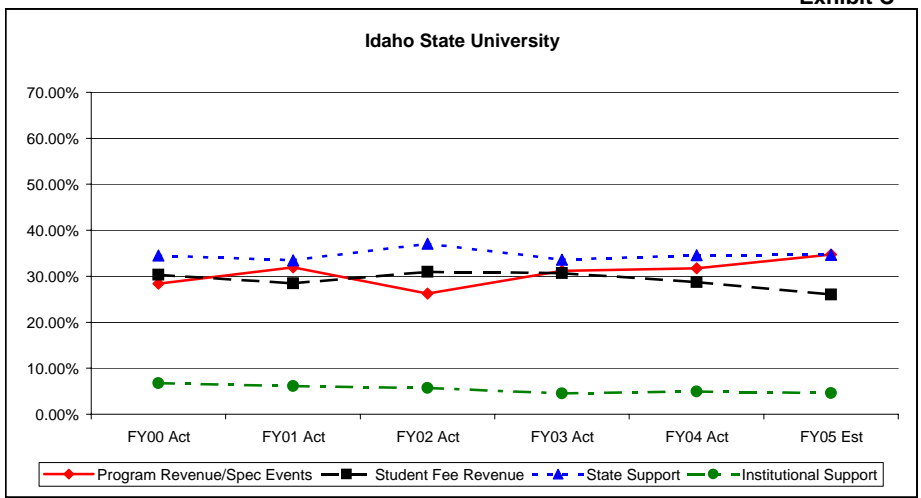
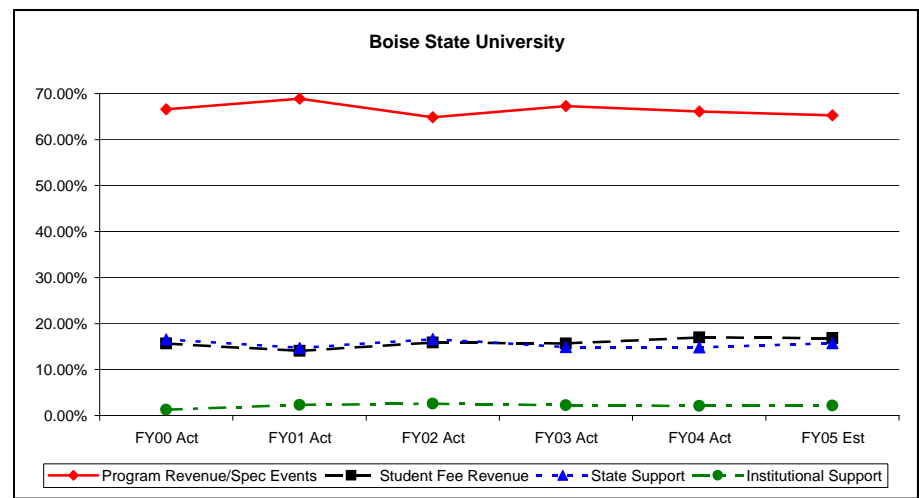
Exhibit B



# Intercollegiate Athletics Report

## Revenue as a Percent of Total Revenue by Major Source

Exhibit C

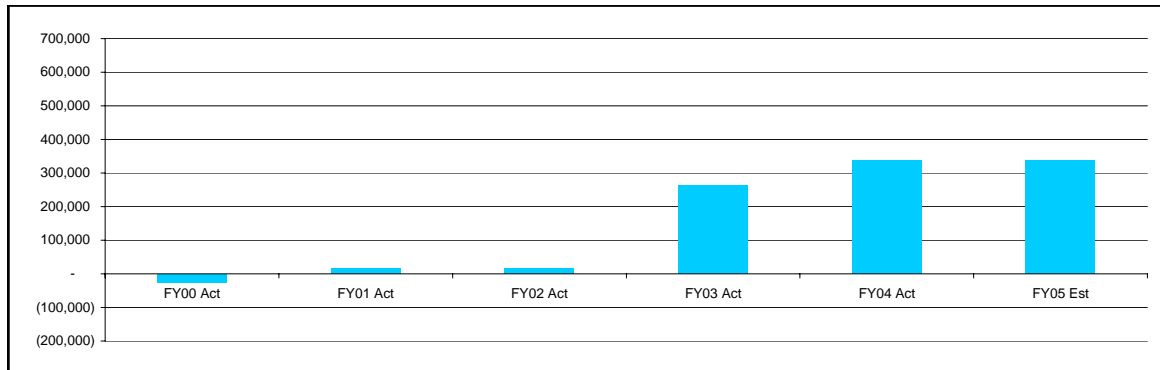


# Intercollegiate Athletic Report

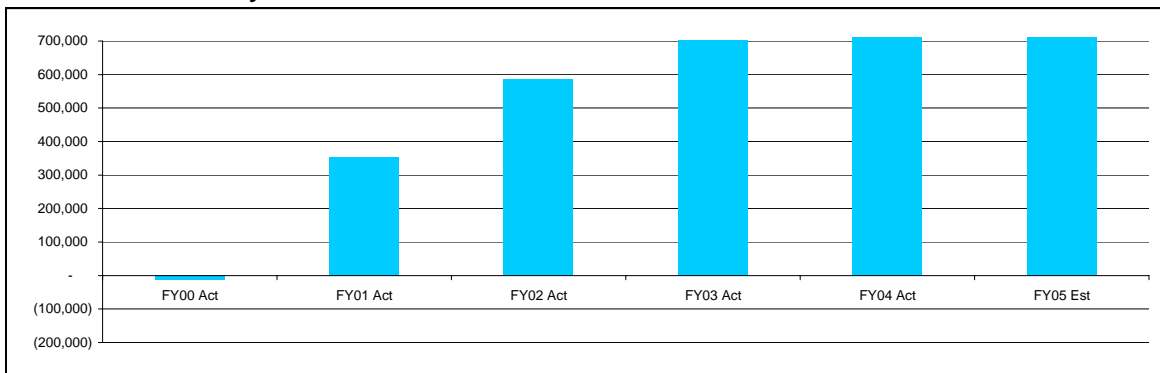
## Fiscal Year Ending Fund Balance for Athletic Program by Institution

**Boise State University**

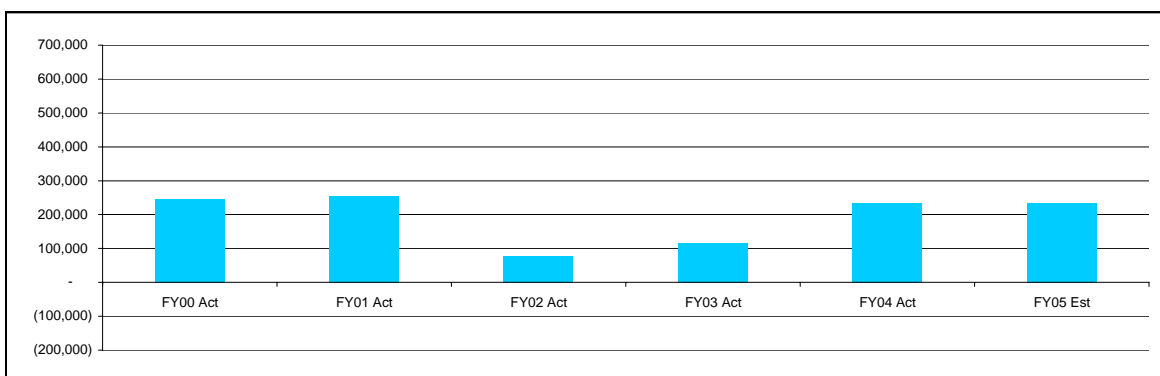
**Exhibit D**



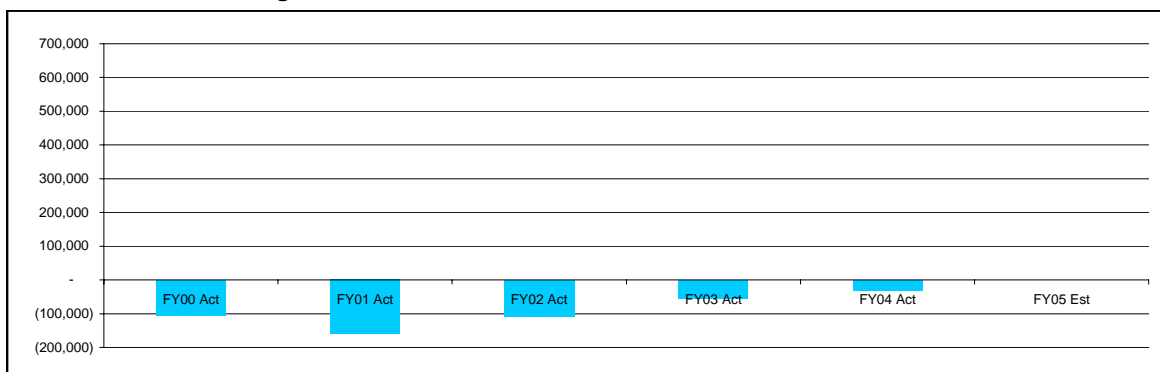
**Idaho State University**



**University of Idaho**



**Lewis-Clark State College**

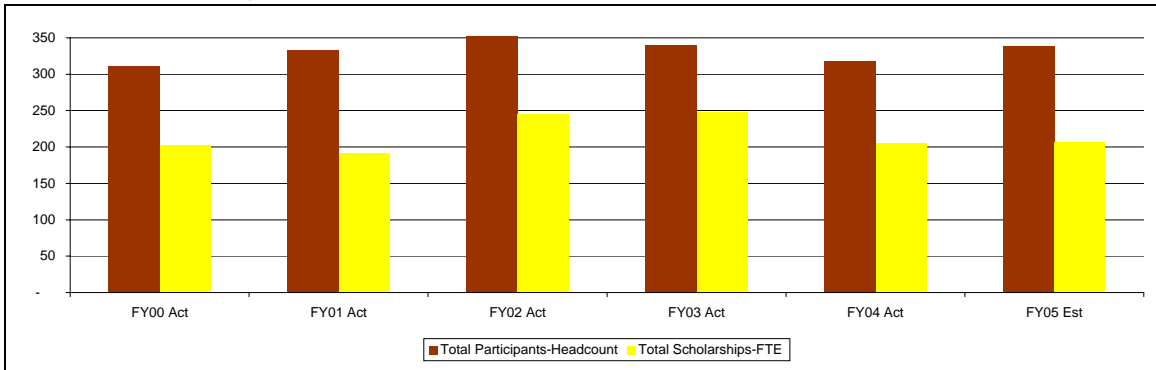


# Intercollegiate Athletic Report

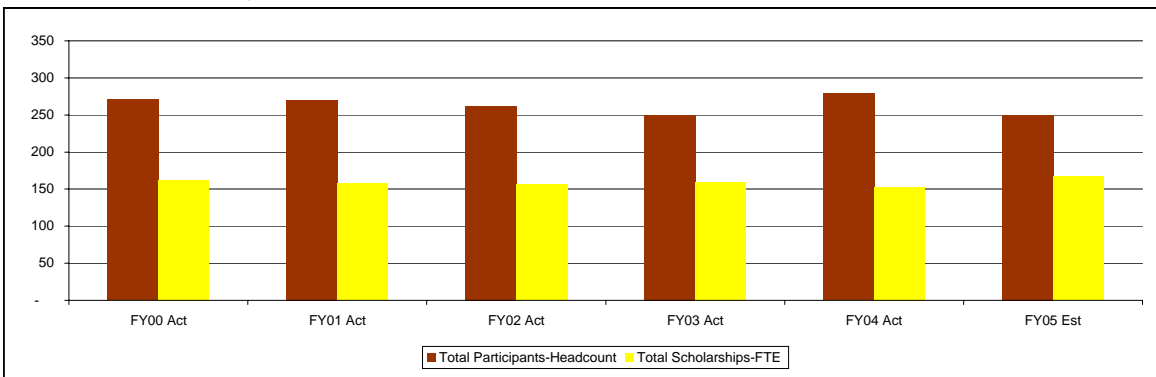
## Athletic Participation and Scholarships

### Boise State University

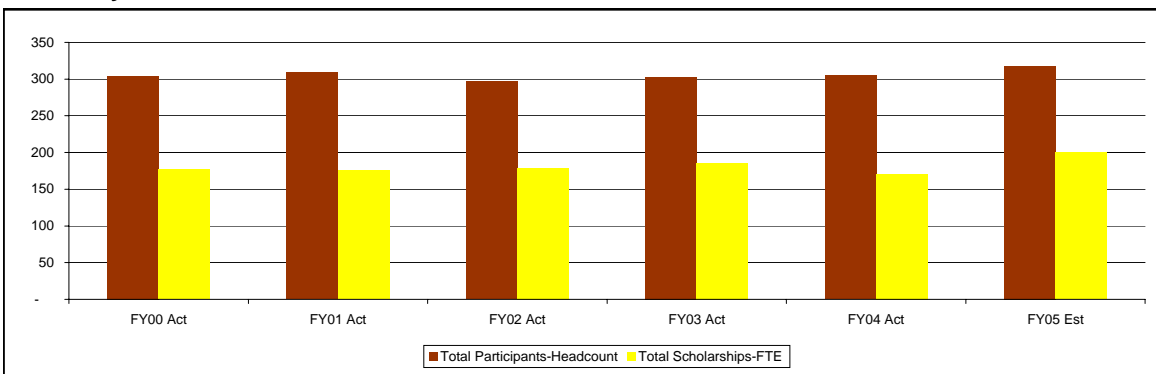
Exhibit E



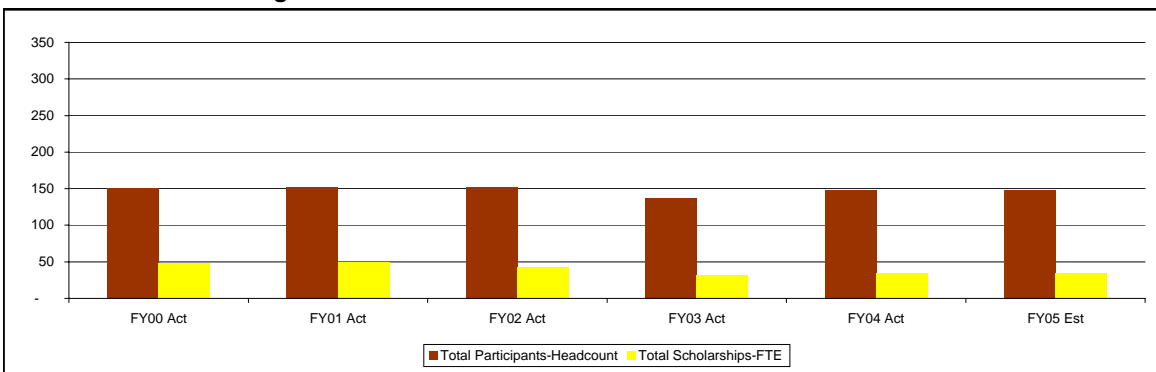
### Idaho State University



### University of Idaho



### Lewis-Clark State College



**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Boise State University**

Revenues/Expend/Fund Balance	FY00 Act	FY01 Act	FY02 Act	FY03 Act	FY04 Act	FY05 Est
<b>1 Revenue (Detail):</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales/Event Revenue	2,206,802	2,152,022	1,921,066	2,442,818	2,593,821	3,398,346
4 Tournament/Bowl/Conf Receipts	258,113	461,591	893,379	1,110,239	959,078	1,407,506
5 Media/Broadcast Receipts	132,852	282,518	175,050	94,750	748	464
6 Concessions/Prog/Parking/Advert	894,833	1,294,880	1,253,559	1,406,037	1,698,619	1,767,053
7 Game Guarantees	492,400	852,000	518,200	581,500	327,500	0
8 Foundation/Booster/Priv Donations	1,280,483	1,029,726	2,207,963	1,816,973	2,715,310	1,715,300
9 Other	584,100	184,417	183,391	354,486	441,916	501,107
10 Total Program Revenue	5,849,583	6,257,154	7,152,608	7,806,803	8,736,992	8,789,776
<b>11 Non-Program Revenue:</b>						
<b>12 Special Events Revenue:</b>						
13 NCAA Games/Humanitarian	566,218	1,731,162	134,815	518,162	425,833	503,000
<b>14 Student Fee Revenue:</b>						
15 Student Fees	1,506,316	1,632,101	1,785,622	1,935,752	2,358,376	2,400,000
<b>16 State Support::</b>						
17 Approp Funds - Limit	1,597,500	1,704,900	1,867,500	1,745,300	1,851,700	1,960,400
18 Approp Funds - Gender Equity				94,000	200,000	279,872
19 Total State Support	1,597,500	1,704,900	1,867,500	1,839,300	2,051,700	2,240,272
<b>20 Institutional Support:</b>						
21 Auxiliary Enterprises						
22 Institutional	120,000	266,800	292,200	273,100	289,800	306,800
23 Total Institutional Support	120,000	266,800	292,200	273,100	289,800	306,800
24 Total Non-Program Revenue	3,790,034	5,334,963	4,080,137	4,566,314	5,125,709	5,450,072
<b>25 Total Revenue:</b>	9,639,617	11,592,117	11,232,745	12,373,117	13,862,701	14,239,848
<b>26</b>						
<b>27 Expenditures:</b>						
28 Coaches Salaries & Bonuses	1,583,378	1,668,164	2,106,347	2,018,106	2,415,834	2,552,421
29 Other Salaries and Wages	1,462,833	1,660,102	1,446,693	1,620,609	1,770,897	2,150,709
30 Fringe Benefits	863,627	954,587	1,052,014	1,099,314	1,298,313	1,614,788
31 Athletic Scholarship/Grants in Aid	1,487,614	1,410,505	1,478,656	1,853,990	2,073,650	2,337,189
32 Game Guarantees	583,394	363,833	245,266	272,800	286,600	441,600
33 Medical Insurance/Medical Fees	14,463	40,108	45,314	63,899	52,410	34,655
34 Travel:						
35 Team and Coaches	886,862	870,288	1,165,340	1,008,151	1,203,302	960,934
36 Recruiting and Other	324,245	271,358	260,651	387,037	277,394	334,665
37 Supplies, Equip, Serv & Op Exp	1,540,319	1,653,770	2,166,451	1,996,648	2,623,531	1,933,759
38 Facility Use Charges	75,000	287,396	244,986	430,592	408,634	538,533
39 Debt Service on Athletic Facilities	408,976	697,243	823,069	839,591	868,116	892,262
40 Special Events	581,972	1,634,605	173,964	385,091	361,737	318,000
41 Capital Improvements	33,090	39,940	23,454	151,630	146,503	129,616
<b>42 Total Expenditures:</b>	9,845,773	11,551,899	11,232,205	12,127,458	13,786,921	14,239,131
<b>43</b>						
<b>44 Excess (Deficiency) of Revenues</b>						
<b>45 Over Expenditures</b>	(206,156)	40,218	540	245,659	75,780	717
<b>46</b>						
<b>47 Ending Fund Balance 6/30</b>	(24,382)	15,836	16,376	262,035	337,815	338,532
<b>48</b>						
<b>49 Nonresident Fee Waivers</b>	1,065,444	1,062,969	1,034,302	1,118,263	1,164,856	1,166,479
<b>50</b>						
<b>51 Athletic Camp Activity:</b>						
52 Camp Revenue	363,124	354,759	397,657	376,588	418,918	375,000
53 Camp Expenditures	326,267	315,800	404,317	389,797	325,073	375,000
<b>54 Camp Surplus/(Deficit)</b>	36,857	38,959	(6,660)	(13,209)	93,845	0

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Boise State University**

<b>Revenue by Program:</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
55	<b>General Revenue:</b>						
56	Foundation/Booster/Priv Donations	1,280,483	1,029,726	2,207,963	1,816,973	2,715,310	1,715,300
57	Student Fees	1,506,316	1,632,101	1,785,622	1,935,752	2,358,376	2,400,000
58	Appropriated Funds	1,597,500	1,704,900	1,867,500	1,745,300	1,851,700	2,240,272
59	Institutional Support	120,000	266,800	292,200	367,100	489,800	306,800
60	Special Events	566,218	1,731,162	134,815	518,162	425,833	503,000
61	Other	1,393,058	1,318,232	1,272,671	1,565,968	1,913,127	2,025,834
62	Total General Revenue	6,463,575	7,682,921	7,560,771	7,949,255	9,754,146	9,191,206
63	<b>Revenue By Sport:</b>						
64	<b>Men's Programs:</b>						
65	Football						
66	Ticket : Ticket Sales	1,400,586	1,465,846	1,310,537	1,857,899	1,885,801	2,656,751
67	Game Guarantees	475,000	815,000	475,000	575,000	325,000	0
68	Media/Broadcast Receipts	79,711	226,014	148,704	75,800	598	371
69	Other (Tourn/Bowl/Conf)	25,000	306,493	519,938	659,737	612,723	836,860
70	Basketball						
71	Ticket Sales	772,174	661,710	590,676	555,205	681,320	720,822
72	Game Guarantees	15,000	35,000	40,000	0		0
73	Media/Broadcast Receipts	53,141	56,504	49,146	18,950	150	93
74	Other (Tourn/Bowl/Conf)	32,804	147,928	178,809	221,603	201,881	282,929
75	Track & Field/Cross Country	38,282	23,888	46,105	58,364	50,301	71,104
76	Tennis	23,425	8,755	17,868	22,229	19,242	28,150
77	Baseball Ticket Sales						0
78	Wrestling	12,561	15,720	28,728	35,560	33,609	43,440
79	Golf	21,069	8,755	17,868	22,205	19,182	28,150
80	Media/Broadcast Receipts						0
81	Total Men's Sport Revenue	2,948,753	3,771,613	3,423,378	4,102,552	3,829,807	4,668,670
82	<b>Women's Programs</b>						
83	Volleyball						
84	Ticket Sales	2,135	1,792	1,307	0	2,541	2,186
85	Game Guarantees						
86	Other (Tourn/Bowl/Conf)	25,647	17,510	35,735	37,362	31,972	42,225
87	Basketball						
88	Ticket Sales	24,468	16,132	15,012	15,809	13,103	12,677
89	Game Guarantees				5,000		
90	Media/Broadcast Receipts						
91	Other (Tourn/Bowl/Conf)	30,452	17,833	30,971	38,329	35,239	49,174
92	Track & Field/Cross Country	35,462	26,612	55,039	67,966	58,392	85,179
93	Tennis	12,129	8,755	17,868	22,205	20,182	28,150
94	Gymnastics	47,751	22,684	39,062	43,820	35,594	47,780
95	Golf	21,944	8,755	17,868	24,205	19,182	28,150
96	Soccer	27,301	17,510	35,735	44,410	43,363	56,300
97	Skiing				22,205	19,182	28,150
98	Total Women's Sport Rev	227,289	137,583	248,597	321,311	278,750	379,971
99	<b>Total Revenue</b>	<b>9,639,617</b>	<b>11,592,117</b>	<b>11,232,745</b>	<b>12,373,118</b>	<b>13,862,703</b>	<b>14,239,847</b>

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Boise State University**

<b>Expenditures by Admin/Sport</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
100	<b>Administrative and General</b>						
101	Athletic Director Office	1,013,920	844,300	763,607	867,034	903,375	1,077,742
102	Fund Raising Office	223,334	681,556	638,987	1,038,848	1,145,545	733,329
103	Sports Information	235,129	296,904	247,702	232,845	280,771	285,290
104	Trainer/Equipment Manager	225,508	181,549	199,079	199,077	303,579	348,086
105	Equipment Manager	88,355	79,492	89,117	96,903	113,803	93,219
106	Ticket Office	141,952	141,310	174,230	165,323	176,757	229,864
107	Medical/Insurance	13,315	40,108	45,314	61,117	49,335	30,000
108	Special Events	581,972	1,634,605	173,964	385,091	361,737	328,505
109	Other Miscellaneous	300,120	640,878	733,368	866,355	1,021,035	1,255,975
110	Facilities Mtn & Debt Service		1,322,328	1,412,102	1,193,295	1,241,355	1,876,940
111	Capital Improvements	33,090	39,940	60,688	121,071	141,358	129,616
112	<b>Total Admin &amp; General</b>	2,856,695	5,902,970	4,538,158	5,226,959	5,738,650	6,388,566
113							
114	<b>Men's Programs:</b>						
115	Football	3,338,253	2,609,887	2,932,242	2,806,025	3,318,890	3,128,014
116	Basketball	802,283	562,797	783,070	771,674	849,573	959,582
117	Track & Field/Cross Country	289,879	176,164	267,707	258,541	298,858	310,606
118	Tennis	193,286	129,649	168,846	216,829	264,240	250,676
119	Baseball						
120	Wrestling	244,920	259,524	270,152	230,955	280,280	298,601
121	Golf	51,098	66,315	83,265	167,976	181,630	117,588
122	Volleyball						
123	Rodeo						
124	<b>Total Men's Programs</b>	4,919,719	3,804,336	4,505,283	4,452,000	5,193,471	5,065,067
125							
126	<b>Women's Programs</b>						
127	Volleyball	361,071	315,641	354,366	408,368	459,139	471,853
128	Basketball	643,065	466,846	539,275	615,368	649,773	646,325
129	Track & Field/Cross Country	235,667	244,908	335,100	304,661	349,718	362,085
130	Tennis	192,004	159,445	185,655	222,893	247,374	235,191
131	Gymnastics	295,703	312,049	330,064	309,759	382,997	389,674
132	Golf	112,138	97,838	139,628	201,316	234,223	158,933
133	Soccer	229,711	247,866	304,675	333,484	374,605	332,427
134	Skiing				52,650	156,971	189,011
135	<b>Total Women's Programs</b>	2,069,359	1,844,593	2,188,764	2,448,499	2,854,800	2,785,499
136							
137	<b>Total Expenditures</b>	9,845,773	11,551,899	11,232,205	12,127,460	13,786,921	14,239,132

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<b>Participants by Sport</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
138	<b>Men's Programs:</b>						
139	Football	101.0	105.0	118.0	111.0	115.0	112.0
140	Basketball	15.0	14.0	14.0	15.0	13.0	12.0
141	Track & Field/Cross Country	33.0	32.0	38.0	35.0	35.0	40.0
142	Tennis	12.0	11.0	11.0	11.0	9.0	10.0
143	Baseball						
144	Wrestling	27.0	33.0	27.0	31.0	22.0	31.0
145	Golf	10.0	13.0	11.0	12.0	12.0	11.0
146	Volleyball						
147	Rodeo						
148	Total Male Participation	198.0	208.0	219.0	215.0	206.0	216.0
149	<b>Women's Programs</b>						
150	Volleyball	13.0	15.0	18.0	15.0	13.0	13.0
151	Basketball	15.0	15.0	13.0	15.0	13.0	15.0
152	Track & Field/Cross Country	31.0	34.0	37.0	35.0	35.0	36.0
153	Tennis	9.0	9.0	8.0	8.0	8.0	9.0
154	Gymnastics	18.0	18.0	22.0	19.0	14.0	13.0
155	Golf	7.0	8.0	8.0	7.0	8.0	8.0
156	Soccer	20.0	26.0	27.0	26.0	21.0	24.0
157	Skiing						5.0
158	Total Female Participation	113.0	125.0	133.0	125.0	112.0	123.0
159	<b>Total Participants</b>	311.0	333.0	352.0	340.0	318.0	339.0



**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Boise State University**

<b>Full Ride Scholarships (Hdct)</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
160	<b>Men's Programs:</b>						
161	Football	79.0	71.0	72.0	77.0	85.0	85.0
162	Basketball	12.0	12.0	11.0	11.0	11.5	12.0
163	Track & Field/Cross Country	5.0	7.0	2.0	6.0	4.0	5.0
164	Tennis	0.0		0.0	0.0		1.0
165	Baseball						
166	Wrestling	1.0	2.0	0.0	2.0	0.0	0.0
167	Golf	0.0		0.0	0.0	0.0	0.0
168	Volleyball						
169	Subtotal	97.0	92.0	85.0	96.0	100.5	103.0
170	<b>Women's Programs</b>						
171	Volleyball	12.0	11.0	10.0	9.0	12.0	12.0
172	Basketball	15.0	10.0	10.0	12.0	13.0	14.0
173	Track & Field/Cross Country	3.0	5.0	4.0	4.0	5.0	6.0
174	Tennis	7.0	7.0	7.0	7.0	8.0	7.0
175	Gymnastics	11.0	10.0	10.0	11.0	11.0	12.0
176	Golf	5.0	3.0	2.0	2.0	1.0	3.0
177	Soccer	1.0	1.0	2.0	2.0	2.0	1.0
	Skiing					1.0	3.0
178	Subtotal	54.0	47.0	45.0	47.0	53.0	58.0
179	<b>Total Scholarships</b>	151.0	139.0	130.0	143.0	153.5	161.0
180	<b>Partial Scholarships by Sport (FTE)</b>						
181	<b>Men's Programs:</b>						
182	Football	6.00	8.91	7.00	6.00	1.11	0.42
183	Basketball	0.22	0.72	0.00	0.00	0.00	0.00
184	Track & Field/Cross Country	6.57	4.06	18.00	13.00	8.27	5.91
185	Tennis	4.18	3.82	8.00	8.00	3.78	3.19
186	Baseball						
187	Wrestling	9.55	7.90	21.00	20.00	8.40	9.53
188	Golf	3.74	4.42	8.00	8.00	4.01	4.07
189	Volleyball						
190	Rodeo						
191	Subtotal	30.26	29.83	62.00	55.00	25.57	23.12
192	<b>Women's Programs</b>						
193	Volleyball	0.00	0.71	3.00	0.00	0.00	0.00
194	Basketball	0.00	0.96	2.00	0.00	0.29	0.30
195	Track & Field/Cross Country	10.76	8.45	20.00	24.00	9.53	8.28
196	Tennis	0.50	0.55	0.00	0.00	0.25	0.38
197	Gymnastics	0.41	1.18	4.00	1.00	1.00	1.00
198	Golf	0.48	2.06	5.00	5.00	4.63	1.76
199	Soccer	9.52	8.64	19.00	20.00	9.02	10.33
200	Skiing					1.00	0.04
201	Subtotal	21.67	22.55	53.00	50.00	25.72	22.09
202	<b>Total Scholarships</b>	51.93	52.38	115.00	105.00	51.29	45.21

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**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Idaho State University**

<b>Revenues/Expend/Fund Balance</b>	<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
<b>1 Revenue (Detail):</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales/Event Revenue	359,979	439,619	348,763	441,856	526,837	577,500
4 Tournament/Bowl/Conf Receipts	244,765	345,510	284,136	373,151	423,041	350,000
5 Media/Broadcast Receipts	40,655	31,770	34,200	31,588	36,300	0
6 Concessions/Prog/Parking/Advert	258,520	325,272	283,668	279,861	381,585	635,000
7 Game Guarantees	45,000	126,250	141,000	211,888	185,510	102,500
8 Foundation/Booster/Priv Donations	427,085	460,340	418,576	513,066	510,695	800,000
9 Other	21,638	12,100	24,067	45,612	41,398	25,000
10 Total Program Revenue	1,397,642	1,740,861	1,534,410	1,897,022	2,105,366	2,490,000
<b>11 Non-Program Revenue:</b>						
<b>12 Special Events Revenue:</b>						
13 NCAA Games/Humanitarian		76,370	332			
<b>14 Student Fee Revenue:</b>						
15 Student Fees	1,492,185	1,619,987	1,812,229	1,867,895	1,908,073	1,865,738
<b>16 State Support::</b>						
17 Approp Funds - Limit	1,597,500	1,704,900	1,867,500	1,745,300	1,851,700	1,960,400
18 Approp Funds - Gender Equity	100,000	200,000	300,000	300,000	443,500	526,500
19 Total State Support	1,697,500	1,904,900	2,167,500	2,045,300	2,295,200	2,486,900
<b>20 Institutional Support:</b>						
21 Auxiliary Enterprises	46,000	46,000	46,000	46,000	46,000	46,000
22 Institutional	287,000	304,000	287,240	227,640	281,100	281,100
23 Total Institutional Support	333,000	350,000	333,240	273,640	327,100	327,100
24 Total Non-Program Revenue	3,522,685	3,951,257	4,313,301	4,186,835	4,530,373	4,679,738
<b>25 Total Revenue:</b>	4,920,327	5,692,118	5,847,711	6,083,857	6,635,739	7,169,738
<b>26</b>						
<b>27 Expenditures:</b>						
28 Coaches Salaries & Bonuses	911,661	917,151	961,688	1,054,190	1,051,731	1,173,444
29 Other Salaries and Wages	635,513	765,357	858,460	788,422	862,131	915,810
30 Fringe Benefits	453,219	494,834	550,516	574,174	588,376	744,099
31 Athletic Scholarship/Grants in Aid	1,107,374	1,204,564	1,255,692	1,305,437	1,410,249	1,700,000
32 Game Guarantees	71,923	34,100	63,600	70,500	115,888	65,000
33 Medical Insurance/Medical Fees	47,663	55,705	64,133	148,457	242,957	399,500
34 Travel:						
35 Team and Coaches	495,158	528,549	476,887	503,131	643,587	685,064
36 Recruiting and Other	185,542	185,873	202,329	209,937	210,111	227,474
37 Supplies, Equip, Serv & Op Exp	932,272	1,032,379	1,051,459	1,130,870	1,387,586	1,174,347
38 Facility Use Charges	85,000	85,000	85,000	85,000	85,000	85,000
39 Debt Service on Athletic Facilities						
40 Special Event:		60,399	0			
41 Capital Improvements	35,551	33,428	45,468	94,599		
<b>42 Total Expenditures:</b>	4,960,876	5,397,339	5,615,232	5,964,717	6,597,616	7,169,738
<b>43</b>						
<b>44 Excess (Deficiency) of Revenues</b>						
<b>45 Over Expenditures</b>	(40,549)	294,779	232,479	119,140	38,123	0
<b>46</b>						
<b>47 Ending Fund Balance 6/30</b>	(11,686)	351,550	584,029	703,169	741,292	741,292
<b>48</b>						
<b>49 Nonresident Fee Waivers</b>	751,620	789,360	792,480	764,460	815,100	920,400
<b>50</b>						
<b>51 Athletic Camp Activity:</b>						
52 Camp Revenue	118,112	106,848	212,310	162,157	120,804	160,000
53 Camp Expenditures	128,238	109,606	175,452	163,188	166,656	160,000
<b>54 Camp Surplus/(Deficit)</b>	(10,126)	(2,758)	36,858	(1,031)	(45,852)	0

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Idaho State University**

<b>Revenue by Program:</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
55	<b>General Revenue:</b>						
56	Foundation/Booster/Priv Donations	427,085	460,340	418,576	513,066	510,695	800,000
57	Student Fees	1,492,185	1,619,987	1,812,229	1,867,895	1,908,073	1,865,738
58	Appropriated Funds	1,697,500	1,904,900	2,167,500	2,045,300	2,295,200	2,486,900
59	Institutional Support	333,000	350,000	333,240	273,640	344,100	281,100
60	Special Events		76,370	332	0	0	0
61	Other	469,358	684,433	526,331	646,227	750,061	1,046,000
62	Total General Revenue	4,419,128	5,096,030	5,258,208	5,346,128	5,808,129	6,479,738
63	<b>Revenue By Sport:</b>						
64	<b>Men's Programs:</b>						
65	Football						
66	Ticket Sales	199,033	197,227	192,206	253,943	325,130	360,000
67	Game Guarantees	0	70,000	70,000	80,000	100,000	20,000
68	Media/Broadcast Receipts	24,425	18,678	17,400	18,887	21,054	0
69	Other (Tourn/Bowl/Conf)	17,741	20,248	7,637	13,103	12,925	0
70	Basketball						
71	Ticket Sales	148,643	149,853	131,896	167,212	175,653	190,000
72	Game Guarantees	45,000	55,000	67,000	122,798	77,430	80,000
73	Media/Broadcast Receipts	14,900	12,000	16,200	12,100	14,520	0
74	Other (Tourn/Bowl/Conf)	10,456	27,517	10,957	12,112	29,176	10,000
75	Track & Field/Cross Country	2,221	2,070	4,516	3,323	982	1,000
76	Tennis	164	1,162	1,236	1,849	855	
77	Baseball Ticket Sales						
78	Wrestling						
79	Golf	5,949	4,364	5,986	3,169	10,770	0
80	Media/Broadcast Receipts						
81	Total Men's Sport Revenue	468,531	558,119	525,034	688,496	768,494	661,000
82	<b>Women's Programs</b>						
83	Volleyball						
84	Ticket Sales	1,809	1,258	4,093	2,442	3,955	4,500
85	Game Guarantees				1,500	0	
86	Other (Tourn/Bowl/Conf)	1,086	2,693	945	3,765	2,578	
87	Basketball						
88	Ticket Sales	7,437	13,310	11,970	11,681	15,693	16,000
89	Game Guarantees		1,000	4,000	4,000	7,000	2,500
90	Media/Broadcast Receipts	1,330	892	600	600	726	0
91	Other (Tourn/Bowl/Conf)	12,947	4,331	5,887	2,723	12,299	0
92	Track & Field/Cross Country	2,856	2,417	5,008	2,337	4,223	1,000
93	Tennis	50	1,181	901	1,598	1,355	
94	Gymnastics						
95	Golf	1,610	3,055	5,490	1,393	2,205	
96	Soccer	3,543	7,832	8,573	17,194	9,082	5,000
97	Rodeo						
98	Total Women's Sport Rev	32,668	37,969	47,468	49,233	59,116	29,000
99	<b>Total Revenue</b>	<b>4,920,327</b>	<b>5,692,118</b>	<b>5,830,711</b>	<b>6,083,857</b>	<b>6,635,739</b>	<b>7,169,738</b>

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Idaho State University**

<b>Expenditures by Admin/Sport</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
100	<b>Administrative and General</b>						
101	Athletic Director Office	591,655	671,732	677,136	755,862	1,010,332	944,008
102	Fund Raising Office	136,241	168,190	198,403	201,231	270,118	275,000
103	Sports Information	110,739	110,952	131,320	115,355	128,113	125,000
104	Trainer/Equipment Manager	118,965	123,570	124,962	155,977	168,422	215,000
105	Equipment Manager	49,727	46,364	45,217	54,660	55,750	56,000
106	Ticket Office						
107	Medical/Insurance	84,218	74,535	83,014	70,882	254,721	24,000
108	Special Events		60,399	2,862			
109	Other Miscellaneous	128,937	240,453	278,667	285,752	281,327	282,893
110	FacilitiesMtn & Debt Service	85,000	85,000	85,000	85,000	85,000	85,000
111	Capital Improvements						
112	<b>Total Admin &amp; General</b>	<b>1,305,482</b>	<b>1,581,195</b>	<b>1,626,581</b>	<b>1,724,719</b>	<b>2,253,783</b>	<b>2,006,901</b>
113							
114	<b>Men's Programs:</b>						
115	Football	1,369,728	1,380,883	1,497,876	1,563,318	1,692,454	1,725,000
116	Basketball	515,895	551,957	558,904	636,429	616,423	625,000
117	Track & Field/Cross Country	183,182	201,459	222,320	238,627	218,541	333,352
118	Tennis	72,920	85,278	81,023	92,795	93,690	120,000
119	Baseball						
120	Wrestling						
121	Golf	63,576	77,230	55,890	54,658	59,919	85,000
122	Volleyball						
123	Rodeo						
124	<b>Total Men's Programs</b>	<b>2,205,301</b>	<b>2,296,807</b>	<b>2,416,013</b>	<b>2,585,827</b>	<b>2,681,027</b>	<b>2,888,352</b>
125							
126	<b>Women's Programs</b>						
127	Volleyball	284,742	293,438	313,022	323,934	339,875	385,000
128	Basketball	434,538	449,606	480,610	509,516	516,386	550,000
129	Track & Field/Cross Country	236,755	261,025	259,732	308,290	257,479	389,840
130	Tennis	95,421	112,329	127,278	118,660	137,650	155,000
131	Gymnastics						
132	Golf	98,916	88,390	71,778	64,479	100,775	110,000
133	Soccer	299,721	314,549	320,218	329,292	310,641	380,000
134	Rodeo/New Sport					0	304,645
135	<b>Total Women's Programs</b>	<b>1,450,093</b>	<b>1,519,337</b>	<b>1,572,638</b>	<b>1,654,171</b>	<b>1,662,806</b>	<b>2,274,485</b>
136							
137	<b>Total Expenditures</b>	<b>4,960,876</b>	<b>5,397,339</b>	<b>5,615,232</b>	<b>5,964,717</b>	<b>6,597,616</b>	<b>7,169,738</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

<b>Participants by Sport</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
138	<b>Men's Programs:</b>						
139	Football	90	85	85	81	86	81
140	Basketball	14	15	18	14	13	13
141	Track & Field/Cross Country	42	42	33	33	44	35
142	Tennis	7	9	8	10	12	8
143	Baseball						
144	Wrestling						
145	Golf	10	10	11	11	14	9
146	Volleyball						
147	Rodeo						
148	Total Male Participation	163	161	155	149	169	146
149	<b>Women's Programs</b>						
150	Volleyball	13	14	11	12	12	14
151	Basketball	15	15	18	14	14	15
152	Track & Field/Cross Country	44	43	39	38	46	38
153	Tennis	8	9	9	7	9	8
154	Gymnastics						
155	Golf	7	8	7	6	8	8
156	Soccer	21	20	23	24	21	21
157	Rodeo						
158	Total Female Participation	108	109	107	101	110	104
159	<b>Total Participants</b>	271	270	262	250	279	250

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Idaho State University**

<b>Full Ride Scholarships (Hdct)</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
160	<b>Men's Programs:</b>						
161	Football	52.0	47.0	53.0	52.0	51.0	60.0
162	Basketball	11.0	12.0	12.0	10.0	11.0	13.0
163	Track & Field/Cross Country	0.0	0.0	0.0	1.0	1.0	1.0
164	Tennis	0.0	0.0	0.0	0.0	0.0	0.0
165	Baseball						
166	Wrestling						
167	Golf	0.0	1.0	1.0	1.0	0.0	0.0
168	Volleyball						
169	Subtotal	63.0	60.0	66.0	64.0	63.0	74.0
170	<b>Women's Programs</b>						
171	Volleyball	11.0	10.0	10.0	11.0	12.0	12.0
172	Basketball	14.0	15.0	15.0	14.0	12.0	15.0
173	Track & Field/Cross Country	0.0	0.0	1.0	3.0	0.0	0.0
174	Tennis	6.0	5.0	6.0	6.0	6.0	8.0
175	Gymnastics						
176	Golf	5.0	5.0	3.0	0.0	5.0	5.0
177	Soccer	5.0	6.0	5.0	5.0	5.0	5.0
178	Subtotal	41.0	41.0	40.0	39.0	40.0	45.0
179	<b>Total Scholarships</b>	104.0	101.0	106.0	103.0	103.0	119.0
180	<b>Partial Scholarships by Sport (FTE)</b>						
181	<b>Men's Programs:</b>						
182	Football	12.20	13.36	6.70	10.35	10.60	3.00
183	Basketball	1.46	0.98	0.50	2.99	0.00	0.00
184	Track & Field/Cross Country	11.06	10.47	10.90	11.69	10.31	11.60
185	Tennis	4.35	4.09	4.02	4.61	4.50	4.50
186	Baseball						
187	Wrestling						
188	Golf	4.06	3.65	2.88	1.02	1.85	3.00
189	Volleyball						
190	Rodeo						
191	Subtotal	33.13	32.55	25.00	30.66	27.26	22.10
192	<b>Women's Programs</b>						
193	Volleyball	0.00	0.48	0.47	0.50	0.00	0.00
194	Basketball	0.00	0.00	0.00	0.00	0.50	0.00
195	Track & Field/Cross Country	16.32	15.95	13.20	13.46	14.03	18.00
196	Tennis	0.00	1.49	2.25	1.49	1.00	0.00
197	Gymnastics						
198	Golf	1.23	0.94	1.25	3.47	0.55	1.00
199	Soccer	7.53	4.96	8.26	6.90	6.89	7.00
200	Rodeo						
201	Subtotal	25.08	23.82	25.43	25.82	22.97	26.00
202	<b>Total Scholarships</b>	58.21	56.37	50.43	56.48	50.23	48.10

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**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**University of Idaho**

<b>Revenues/Expend/Fund Balance</b>	<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
<b>1 Revenue (Detail):</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales/Event Revenue	429,507	269,458	272,267	268,793	339,051	171,011
4 Tournament/Bowl/Conf Receipts	298,590	436,820	260,837	328,985	451,326	420,186
5 Media/Broadcast Receipts	61,000	81,000	68,308	132,273	155,921	146,500
6 Concessions/Prog/Parking/Advert	379,788	401,446	438,923	447,764	561,906	517,000
7 Game Guarantees	1,051,000	1,286,300	1,307,800	1,155,800	1,059,612	890,000
8 Foundation/Booster/Priv Donations	1,175,828	1,342,656	1,468,537	1,623,694	2,018,715	2,139,420
9 Other	245,606	239,709	270,129	420,310	373,959	239,661
10 Total Program Revenue	3,641,319	4,057,389	4,086,801	4,377,619	4,960,490	4,523,778
<b>11 Non-Program Revenue:</b>						
<b>12 Special Events Revenue:</b>						
13 NCAA Games/Humanitarian						
<b>14 Student Fee Revenue:</b>						
15 Student Fees	1,348,076	1,452,381	1,631,225	1,733,410	1,773,104	1,845,369
<b>16 State Support::</b>						
17 Approp Funds - Limit	1,597,500	1,704,900	1,780,143	1,587,400	1,851,700	1,974,371
18 Approp Funds - Gender Equity	184,504	174,700	191,800	275,760	346,660	419,496
19 Total State Support	1,782,004	1,879,600	1,971,943	1,863,160	2,198,360	2,393,867
<b>20 Institutional Support:</b>						
21 Auxiliary Enterprises	368,472	50,000	50,000	50,000	50,000	50,000
22 Institutional	131,528	483,600	534,500	496,200	529,500	571,587
23 Total Institutional Support	500,000	533,600	584,500	546,200	579,500	621,587
24 Total Non-Program Revenue	3,630,080	3,865,581	4,187,668	4,142,770	4,550,964	4,860,823
<b>25 Total Revenue:</b>	<b>7,271,399</b>	<b>7,922,970</b>	<b>8,274,469</b>	<b>8,520,389</b>	<b>9,511,454</b>	<b>9,384,601</b>
<b>26</b>						
<b>27 Expenditures:</b>						
28 Coaches Salaries & Bonuses	1,271,316	1,402,025	1,635,018	1,578,766	1,621,147	1,557,828
29 Other Salaries and Wages	1,010,002	1,190,158	1,215,949	1,185,633	1,117,886	1,179,769
30 Fringe Benefits	569,546	658,035	743,764	735,276	792,090	865,147
31 Athletic Scholarship/Grants in Aid	1,244,818	1,405,258	1,473,765	1,632,751	1,718,598	2,028,163
32 Game Guarantees	178,309	382,850	221,100	387,000	281,076	159,760
33 Medical Insurance/Medical Fees	169,564	150,578	171,092	184,304	238,712	268,808
34 Travel:						
35 Team and Coaches	893,532	892,834	1,015,220	906,823	1,153,186	1,236,290
36 Recruiting and Other	296,357	315,904	272,954	248,171	328,527	265,250
37 Supplies, Equip, Serv & Op Exp	1,467,337	1,397,374	1,523,623	1,515,403	1,875,374	1,725,338
38 Facility Use Charges	73,079	61,152	110,000	60,959	76,522	75,000
39 Debt Service on Athletic Facilities	0		0	0	0	0
40 Special Event:						
41 Capital Improvements	80,223	57,240	57,450	48,002	189,549	21,900
<b>42 Total Expenditures:</b>	<b>7,254,083</b>	<b>7,913,408</b>	<b>8,439,935</b>	<b>8,483,088</b>	<b>9,392,667</b>	<b>9,383,253</b>
<b>43</b>						
<b>44 Excess (Deficiency) of Revenues</b>						
<b>45 Over Expenditures</b>	17,316	9,562	(165,466)	37,301	118,787	1,348
<b>46</b>						
<b>47 Ending Fund Balance 6/30</b>	245,553	255,115	78,305	115,606	234,393	235,741
<b>48</b>						
<b>49 Nonresident Fee Waivers</b>	1,062,682	1,025,191	1,061,780	1,186,255	1,189,383	1,200,000
<b>50</b>						
<b>51 Athletic Camp Activity:</b>						
52 Camp Revenue	229,175	210,331	177,820	158,164	209,244	215,000
53 Camp Expenditures	234,220	216,334	177,820	121,041	202,459	215,000
<b>54 Camp Surplus/(Deficit)</b>	<b>(5,045)</b>	<b>(6,003)</b>	<b>0</b>	<b>37,123</b>	<b>6,785</b>	<b>0</b>

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**

<b>University of Idaho</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
<b>Revenue by Program:</b>							
55	<b>General Revenue:</b>						
56	Foundation/Booster/Priv Donations	1,175,828	1,342,656	1,468,537	1,623,694	2,018,715	2,139,420
57	Student Fees	1,348,076	1,452,381	1,631,225	1,733,410	1,773,104	1,845,369
58	Appropriated Funds	1,782,004	1,704,900	1,971,943	1,863,160	2,198,360	2,393,867
59	Institutional Support	500,000	708,300	584,500	546,200	579,500	621,587
60	Special Events						
61	Other	881,442	975,669	939,799	1,131,561	1,300,796	1,123,947
62	Total General Revenue	5,687,350	6,183,906	6,596,004	6,898,025	7,870,475	8,124,190
63	<b>Revenue By Sport:</b>						
64	<b>Men's Programs:</b>						
65	Football						
66	Ticket : Ticket Sales	380,747	233,986	242,795	223,606	289,501	121,011
67	Game Guarantees	950,000	1,240,000	1,260,000	1,090,000	1,010,000	855,000
68	Media/Broadcast Receipts	31,000	21,000	0	24,000	15,000	7,500
69	Other (Tourn/Bowl/Conf)	3,250	78,195	7,222	11,520	14,322	2,000
70	Basketball						
71	Ticket Sales	41,719	27,166	23,944	36,081	35,271	40,000
72	Game Guarantees	92,000	45,000	40,000	65,000	46,112	30,000
73	Media/Broadcast Receipts	30,000	0	0	0		0
74	Other (Tourn/Bowl/Conf)	11,377	24,111	0	11,954	14,322	14,000
75	Track & Field/Cross Country	10,405	0	4,910	8,024	9,971	4,000
76	Tennis	277	0	1,000	973		
77	Baseball Ticket Sales	NA	NA	NA	NA		
78	Wrestling	NA	NA	NA	NA		
79	Golf	1,427	300	8,795	5,680	4,920	5,400
80	Media/Broadcast Receipts	0	60,000	68,308	108,273	140,921	139,000
81	Total Men's Sport Revenue	1,552,202	1,729,758	1,656,974	1,585,111	1,580,340	1,217,911
82	<b>Women's Programs</b>						
83	Volleyball						
84	Ticket Sales	3,702	4,242	2,650	3,491	3,622	4,000
85	Game Guarantees	0	0	1,500	0		1,500
86	Other (Tourn/Bowl/Conf)	0	0	0	0	9,450	0
87	Basketball						
88	Ticket Sales	3,338	4,064	2,878	5,615	10,657	6,000
89	Game Guarantees	9,000	0	5,000	0	3,500	3,500
90	Media/Broadcast Receipts	0	0	0	0	0	0
91	Other (Tourn/Bowl/Conf)	0		0	11,200	15,119	14,000
92	Track & Field/Cross Country	10,330	0	4,988	10,152	9,971	4,000
93	Tennis	277	1,000	0	973	3,125	0
94	Gymnastics	NA		NA	NA		
95	Golf	3,685	0	4,475	5,610	5,195	4,500
96	Soccer	1,515		0	212		5,000
97	Rodeo	NA		NA	NA		
98	Total Women's Sport Rev	31,847	9,306	21,491	37,253	60,639	42,500
99	<b>Total Revenue</b>	<b>7,271,399</b>	<b>7,922,970</b>	<b>8,274,469</b>	<b>8,520,389</b>	<b>9,511,454</b>	<b>9,384,601</b>

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**

		University of Idaho					
Expenditures by Admin/Sport		FY00 Act	FY01 Act	FY02 Act	FY03 Act	FY04 Act	FY05 Est
100	Administrative and General						
101	Athletic Director Office	835,422	626,709	660,186	716,728	600,203	683,406
102	Fund Raising Office	238,818	344,019	276,368	343,935	259,892	276,302
103	Sports Information	134,663	150,931	163,933	156,313	162,123	162,480
104	Trainer/Equipment Manager	211,849	384,442	429,261	406,119	472,685	326,660
105	Equipment Manager						
106	Ticket Office	13,680	20,899	18,512	28,408	15,654	21,910
107	Medical/Insurance	293,667	150,578	316,202	315,836	442,805	483,752
108	Special Events	0	0	0	0	0	0
109	Other Miscellaneous	510,362	676,407	754,741	705,593	756,528	767,622
110	Facilities Mtn & Debt Service						
111	Capital Improvements	80,223	57,240	57,450	48,002	185,861	26,823
112	Total Admin & General	2,318,684	2,411,225	2,676,653	2,720,934	2,895,751	2,748,955
113							
114	Men's Programs:						
115	Football	2,300,668	2,635,569	2,772,447	2,727,375	3,070,319	2,876,748
116	Basketball	705,678	799,035	880,871	852,241	889,954	857,703
117	Track & Field/Cross Country	232,615	223,248	235,168	252,776	279,437	288,678
118	Tennis	76,138	84,065	95,123	75,889	95,584	89,707
119	Baseball						
120	Wrestling						
121	Golf	79,893	85,217	88,029	82,474	109,724	124,787
122	Volleyball						
123	Rodeo						
124	Total Men's Programs	3,394,992	3,827,134	4,071,638	3,990,755	4,445,018	4,237,623
125							
126	Women's Programs						
127	Volleyball	325,013	321,579	358,568	362,854	414,482	472,056
128	Basketball	522,396	545,933	503,057	535,968	553,910	650,212
129	Track & Field/Cross Country	265,841	292,395	280,652	326,814	408,912	375,935
130	Tennis	115,339	131,760	140,484	113,757	148,000	133,034
131	Gymnastics						
132	Golf	85,773	113,859	123,940	139,260	136,192	139,208
133	Soccer	226,045	269,523	284,943	292,746	355,788	341,572
134	Rodeo						
	Swimming					34,613	284,659
135	Total Women's Programs	1,540,407	1,675,049	1,691,644	1,771,399	2,051,897	2,396,676
136							
137	Total Expenditures	7,254,083	7,913,408	8,439,935	8,483,088	9,392,666	9,383,254

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**

Participants by Sport		University of Idaho					
		FY00 Act	FY01 Act	FY02 Act	FY03 Act	FY04 Act	FY05 Est
138	Men's Programs:						
139	Football	116.0	115.0	116.0	119.0	113.0	111.0
140	Basketball	14.0	16.0	10.0	12.0	15.0	17.0
141	Track & Field/Cross Country	38.0	38.0	35.0	42.0	49.0	42.0
142	Tennis	7.0	10.0	9.0	8.0	10.0	8.0
143	Baseball						
144	Wrestling						
145	Golf	13.0	9.0	10.0	15.0	11.0	11.0
146	Volleyball						
147	Rodeo						
148	Total Male Participation	188.0	188.0	180.0	196.0	198.0	189.0
149	Women's Programs						
150	Volleyball	15.0	14.0	13.0	12.0	18.0	15.0
151	Basketball	16.0	16.0	19.0	17.0	18.0	20.0
152	Track & Field/Cross Country	40.0	43.0	40.0	36.0	32.0	37.0
153	Tennis	7.0	8.0	8.0	8.0	8.0	8.0
154	Gymnastics						
155	Golf	9.0	11.0	10.0	8.0	8.0	8.0
156	Soccer	29.0	29.0	27.0	26.0	23.0	23.0
157	Rodeo						
158	Swimming						18.0
159	Total Female Participation	116.0	121.0	117.0	107.0	107.0	129.0
160	Total Participants	304.0	309.0	297.0	303.0	305.0	318.0

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**

<b>University of Idaho</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
<b>Full Ride Scholarships (Hdct)</b>							
161	<b>Men's Programs:</b>						
162	Football	77.0	78.0	82.0	81.0	73.5	84.0
163	Basketball	13.0	11.5	10.5	9.0	12.5	13.0
164	Track & Field/Cross Country	8.0	6.5	7.0	10.0	3.5	6.0
165	Tennis	0.0	0.0	0.0	0.0	0.0	0.0
166	Baseball						
167	Wrestling						
168	Golf	1.0	0.0	0.0	0.0	0.0	0.0
169	Volleyball						
170	Subtotal	99.0	96.0	99.5	100.0	89.5	103.0
171	<b>Women's Programs</b>						
172	Volleyball	11.0	11.0	11.5	11.5	11.0	12.0
173	Basketball	14.5	14.0	13.5	13.5	12.0	15.0
174	Track & Field/Cross Country	13.5	11.0	9.5	11.0	9.0	8.0
175	Tennis	7.0	7.0	8.0	7.5	7.0	8.0
176	Gymnastics						
177	Golf	1.0	1.0	2.0	1.0	0.0	2.0
178	Soccer	5.0	5.0	5.0	4.0	2.0	2.0
179	Swimming						6.0
180	Subtotal	52.0	49.0	49.5	48.5	41.0	53.0
181	<b>Total Scholarships</b>	151.0	145.0	149.0	148.5	130.5	156.0
182	<b>Partial Scholarships by Sport (FTE)</b>						
183	<b>Men's Programs:</b>						
184	Football	1.9	2.10	0.00	4.44	3.83	0.53
185	Basketball	0.0	0.20	0.00	0.00	0.00	0.00
186	Track & Field/Cross Country	2.1	3.50	3.80	6.07	5.56	5.19
187	Tennis	4.2	3.80	4.50	3.66	4.26	4.23
188	Baseball						
189	Wrestling						
190	Golf	3.1	4.10	3.50	3.55	3.55	4.37
191	Volleyball						
192	Rodeo						
193	Subtotal	11.3	13.70	11.80	17.72	17.20	14.32
194	<b>Women's Programs</b>						
195	Volleyball	0.0	0.00	0.00	0.00	0.00	0.00
196	Basketball	0.0	0.00	0.00	0.89	0.26	0.00
197	Track & Field/Cross Country	4.4	6.60	7.50	7.48	7.64	9.77
198	Tennis	0.0	0.00	0.00	0.00	0.00	0.00
199	Gymnastics						
200	Golf	4.4	4.00	3.90	4.38	5.45	3.67
201	Soccer	6.0	6.20	6.50	7.11	9.51	9.87
202	Rodeo						
203	Swimming						6.65
204	Subtotal	14.80	16.80	17.90	19.86	22.86	29.96
205	<b>Total Scholarships</b>	26.1	30.50	29.70	37.58	40.06	44.28

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**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Lewis Clark State College**

<b>Revenues/Expend/Fund Balance</b>	<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
1 <b>Revenue (Detail):</b>						
2 <b>Program Revenue:</b>						
3 Ticket Sales/Event Revenue	22,765	22,619	22,059	22,666	25,110	25,000
4 Tournament/Bowl/Conf Receipts						
5 Media/Broadcast Receipts	3,600	3,600	4,800	5,280	5,280	5,400
6 Concessions/Prog/Parking/Advert						
7 Game Guarantees						
8 Foundation/Booster/Priv Donations	274,707	257,493	252,623	300,961	314,713	310,000
9 Other	13,487	7,805	9,754	10,894	12,442	11,000
10 Total Program Revenue	314,559	291,517	289,236	339,801	357,545	351,400
11 <b>Non-Program Revenue:</b>						
12 <b>Special Events Revenue:</b>						
13 World Series	347,173	345,265	387,217	388,515	384,250	350,000
14 <b>Student Fee Revenue:</b>						
15 Student Fees	234,228	274,478	273,821	276,339	357,235	360,000
16 <b>State Support:</b>						
17 Approp Funds - Limit	533,247	605,064	681,200	629,800	671,765	726,677
18 Approp Funds - Gender Equity	7,400	10,000	13,000	19,000	19,000	19,000
19 Total State Support	540,647	615,064	694,200	648,800	690,765	745,677
20 <b>Institutional Support:</b>						
21 Auxiliary Enterprises						
22 Institutional	67,900	111,200	110,604	70,000	68,000	65,000
23 Total Institutional Support	67,900	111,200	110,604	70,000	68,000	65,000
24 Total Non-Program Revenue	1,189,948	1,346,007	1,465,842	1,383,654	1,500,250	1,520,677
25 <b>Total Revenue:</b>	1,504,507	1,637,524	1,755,078	1,723,455	1,857,795	1,872,077
26						
27 <b>Expenditures:</b>						
28 Coaches Salaries & Bonuses	216,402	199,098	250,449	253,511	268,381	273,749
29 Other Salaries and Wages	178,936	241,055	201,676	189,661	250,171	250,000
30 Fringe Benefits	124,031	107,224	130,171	135,388	159,607	170,000
31 Athletic Scholarship/Grants in Aid	186,521	256,559	280,440	260,051	279,052	280,000
32 Game Guarantees						
33 Medical Insurance/Medical Fees	15,949	12,000	11,040	31,601	29,030	30,000
34 Travel:						
35 Team and Coaches	171,922	180,280	218,331	176,719	178,827	180,000
36 Recruiting and Other	21,509	21,151	6,800	12,082	12,849	13,000
37 Supplies, Equip, Serv & Op Exp	259,149	322,931	253,270	241,941	265,804	260,000
38 Facility Use Charges	32,877	49,828	32,473	32,028	53,441	35,000
39 Debt Service on Athletic Facilities						
40 Special Event: World Series	264,196	302,820	318,217	338,515	336,250	350,000
41 Capital Improvements						
42 <b>Total Expenditures:</b>	1,471,492	1,692,946	1,702,867	1,671,497	1,833,412	1,841,749
43						
44 <b>Excess (Deficiency) of Revenues</b>						
45 <b>Over Expenditures</b>	33,015	(55,422)	52,211	51,958	24,383	30,328
46						
47 <b>Ending Fund Balance 6/30</b>	(103,458)	(158,880)	(106,669)	(54,711)	(30,328)	0
48						
49 <b>Nonresident Fee Waivers</b>	330,016	381,337	333,619	259,237	415,402	400,000
50						
51 <b>Athletic Camp Activity:</b>						
52 Camp Revenue	36,828	27,919	39,330	43,224	58,061	55,000
53 Camp Expenditures	24,429	20,561	27,578	33,463	47,093	50,000
54 <b>Camp Surplus/(Deficit)</b>	12,399	7,358	11,752	9,761	10,968	5,000

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Lewis Clark State College**

<b>Revenue by Program:</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
55	<b>General Revenue:</b>						
56	Foundation/Booster/Priv Donations	274,707	257,493	252,623	300,961	314,713	310,000
57	Student Fees	234,228	274,478	273,821	276,339	357,235	360,000
58	Appropriated Funds	540,647	615,064	694,200	648,800	690,765	745,677
59	Institutional Support	67,900	111,200	110,604	70,000	68,000	65,000
60	Special Events	347,173	345,265	387,217	388,515	384,250	350,000
61	Other	13,487	7,805	9,754	10,894	12,442	11,000
62	Total General Revenue	1,478,142	1,611,305	1,728,219	1,695,509	1,827,405	1,841,677
63	<b>Revenue By Sport:</b>						
64	<b>Men's Programs:</b>						
65	Football						
66	Ticket Sales						
67	Game Guarantees						
68	Media/Broadcast Receipts						
69	Other (Tourn/Bowl/Conf)						
70	Basketball						
71	Ticket Sales	3,083	3,355	3,882	4,330	3,646	3,600
72	Game Guarantees						
73	Media/Broadcast Receipts						
74	Other (Tourn/Bowl/Conf)						
75	Track & Field/Cross Country						
76	Tennis						
77	Baseball Ticket Sales	15,735	12,791	11,190	12,887	15,610	15,600
78	Wrestling						
79	Golf						
80	Media/Broadcast Receipts	3,600	3,600	4,800	5,280	5,280	5,400
81	Total Men's Sport Revenue	22,418	19,746	19,872	22,497	24,536	24,600
82	<b>Women's Programs</b>						
83	Volleyball						
84	Ticket Sales	967	1,199	2,642	1,310	1,471	1,500
85	Game Guarantees						
86	Other (Tourn/Bowl/Conf)						
87	Basketball						
88	Ticket Sales	2,980	5,274	4,345	4,139	4,383	4,300
89	Game Guarantees						
90	Media/Broadcast Receipts						
91	Other (Tourn/Bowl/Conf)						
92	Track & Field/Cross Country						
93	Tennis						
94	Gymnastics						
95	Golf						
96	Soccer						
97	Rodeo						
98	Total Women's Sport Rev	3,947	6,473	6,987	5,449	5,854	5,800
99	<b>Total Revenue</b>	<b>1,504,507</b>	<b>1,637,524</b>	<b>1,755,078</b>	<b>1,723,455</b>	<b>1,857,795</b>	<b>1,872,077</b>



**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Lewis Clark State College**

<b>Expenditures by Admin/Sport</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
100	<b>Administrative and General</b>						
101	Athletic Director Office	235,380	308,718	247,276	257,596	278,697	280,000
102	Fund Raising Office	40,425	43,000	44,663	39,404	50,298	51,000
103	Sports Information						
104	Trainer/Equipment Manager	29,586	32,000	33,456	53,267	60,731	58,370
105	Equipment Manager						
106	Ticket Office						
107	Medical/Insurance	15,949	12,000	11,040	31,601	29,030	30,000
108	Special Events	264,196	302,820	318,217	338,515	336,250	350,000
109	Other Miscellaneous						
110	Facilities Mtn & Debt Service					53,441	35,000
111	Capital Improvements						
112	<b>Total Admin &amp; General</b>	585,536	698,538	654,652	720,383	808,447	804,370
113							
114	<b>Men's Programs:</b>						
115	Football						
116	Basketball	160,976	182,929	206,874	171,545	201,681	200,000
117	Track & Field/Cross Country	8,881	13,805	15,509	20,003	31,715	31,000
118	Tennis	17,530	19,315	28,307	27,075	32,397	32,000
119	Baseball	318,946	374,794	317,996	329,028	318,178	330,000
120	Wrestling						
121	Golf	8,550	8,612	24,852	17,396	12,852	15,000
122	Volleyball						
123	Rodeo						
124	<b>Total Men's Programs</b>	514,883	599,455	593,538	565,047	596,823	608,000
125							
126	<b>Women's Programs</b>						
127	Volleyball	106,502	110,005	110,995	119,728	161,994	161,000
128	Basketball	186,857	190,429	199,993	165,273	173,366	176,200
129	Track & Field/Cross Country	10,827	18,975	32,205	40,474	43,445	43,000
130	Tennis	17,094	18,610	30,005	36,225	33,869	33,000
131	Gymnastics						
132	Golf	6,916	7,536	14,305	24,367	15,468	16,179
133	Soccer						
134	Rodeo	42,877	49,398	67,174	0	0	0
135	<b>Total Women's Programs</b>	371,073	394,953	454,677	386,067	428,142	429,379
136							
137	<b>Total Expenditures</b>	1,471,492	1,692,946	1,702,867	1,671,497	1,833,412	1,841,749

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Lewis Clark State College**

<b>Participants by Sport</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
138	<b>Men's Programs:</b>						
139	Football						
140	Basketball	11	12	11	12	14	14
141	Track & Field/Cross Country	6	10	9	8	9	9
142	Tennis	11	12	12	8	10	10
143	Baseball	42	33	46	44	47	47
144	Wrestling						
145	Golf	9	11	11	10	12	12
146	Volleyball						
147	Rodeo						
148	Total Male Participation	79	78	89	82	92	92
149	<b>Women's Programs</b>						
150	Volleyball	14	14	15	13	14	14
151	Basketball	10	12	12	12	12	12
152	Track & Field/Cross Country	9	14	11	12	13	13
153	Tennis	12	9	10	11	10	10
154	Gymnastics						
155	Golf	8	4	6	7	7	7
156	Soccer						
157	Rodeo	19	21	9			
158	Total Female Participation	72	74	63	55	56	56
159	<b>Total Participants</b>	151	152	152	137	148	148

**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**Lewis Clark State College**

<b>Full Ride Scholarships (Hdct)</b>		<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Est</b>
160	<b>Men's Programs:</b>						
161	Football	N/A	N/A	N/A	N/A	N/A	N/A
162	Basketball	N/A	N/A	N/A	N/A	N/A	N/A
163	Track & Field/Cross Country	N/A	N/A	N/A	N/A	N/A	N/A
164	Tennis	N/A	N/A	N/A	N/A	N/A	N/A
165	Baseball	N/A	N/A	N/A	N/A	N/A	N/A
166	Wrestling	N/A	N/A	N/A	N/A	N/A	N/A
167	Golf	N/A	N/A	N/A	N/A	N/A	N/A
168	Volleyball	N/A	N/A	N/A	N/A	N/A	N/A
169	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0
170	<b>Women's Programs</b>						
171	Volleyball	N/A	N/A	N/A	N/A	N/A	N/A
172	Basketball	N/A	N/A	N/A	N/A	N/A	N/A
173	Track & Field/Cross Country	N/A	N/A	N/A	N/A	N/A	N/A
174	Tennis	N/A	N/A	N/A	N/A	N/A	N/A
175	Gymnastics	N/A	N/A	N/A	N/A	N/A	N/A
176	Golf	N/A	N/A	N/A	N/A	N/A	N/A
177	Soccer	N/A	N/A	N/A	N/A	N/A	N/A
178	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0
179	<b>Total Scholarships</b>	0.0	0.0	0.0	0.0	0.0	0.0
180	<b>Partial Scholarships by Sport (FTE)</b>						
181	<b>Men's Programs:</b>						
182	Football						
183	Basketball	8.10	8.90	8.71	6.99	8.88	8.88
184	Track & Field/Cross Country	0.90	1.00	0.31	0.36	0.58	0.58
185	Tennis	3.12	3.00	0.89	0.80	1.38	1.38
186	Baseball	11.60	11.00	11.62	9.63	7.89	7.89
187	Wrestling						
188	Golf	0.30	0.20	0.48	0.31	0.35	0.35
189	Volleyball						
190	Rodeo						
191	Subtotal	24.02	24.10	22.01	18.09	19.08	19.08
192	<b>Women's Programs</b>						
193	Volleyball	5.80	6.00	6.77	4.98	4.99	4.99
194	Basketball	8.60	8.50	10.45	6.70	7.64	7.64
195	Track & Field/Cross Country	1.50	1.70	0.62	0.59	0.96	0.96
196	Tennis	3.10	3.20	1.27	1.62	1.46	1.46
197	Gymnastics						
198	Golf	1.00	1.00	0.18	0.36	0.46	0.46
199	Soccer						
200	Rodeo	4.30	4.50	2.00			
201	Subtotal	24.30	24.90	21.29	14.25	15.51	15.51
202	<b>Total Scholarships</b>	48.32	49.00	43.30	32.34	34.59	34.59

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION/AGENCY AGENDA  
COLLEGE AND UNIVERSITIES OF THE STATE BOARD**

**SUBJECT**

Intercollegiate Athletics Department, Employee Compensation Report.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III. T.4.

**BACKGROUND**

In FY97, the Board adopted an annual report on the compensation of the employees of the Intercollegiate Athletic Departments. The report details the contracted salary received by administrators and coaches, bonuses, additional compensation, and perquisites, if applicable. The reports, by institution, report FY04 actual compensation and FY05 estimated compensation (Reference pages 4-19).

**DISCUSSION**

The reports are for information only and do not require Board action.

**IMPACT**

Reports athletic employee compensation for FY04 (actual) and FY05 (estimated).

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board has delegated to the chief executive officer of the institutions the appointing authority for all athletic department positions except multi-year contracts for head coaches and athletic directors. The compensation reports identify the contracted salary and any additional compensation and perquisites, if received.

**BOARD ACTION**

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: III. POSTSECONDARY AFFAIRS  
T. Intercollegiate Athletics

April 2002

**4. Financial Reporting.**

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The institutions will submit the following reports to the Board:

- a. 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.
- b. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.
- c. At the October Board meeting, institutions shall submit a statement of current funds, revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The following fiscal year's financial information will be reported by each institution:
  - (1) Estimated revenues and expenditures for the current fiscal year.
  - (2) Actual revenues and expenditures for the fiscal year most recently completed.
  - (3) Proposed operating budget for the next budget year beginning July 1. This report, however, will be submitted to the Board at its June meeting with other institutional operating budgets.
- d. An annual report of estimated (for the current year) and actual (for the most recently completed year) revenues and expenditures of the institution's booster organization, requested for submission to the Board for information only.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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- e. A general narrative paper explaining each institution's policy on grants-in-aid for men and women athletes (including nonresident tuition waivers), procedures for charging or allocating costs for facilities' use to athletic programs, and any allocations of personnel or operating expenses to or from the other departments or units of the institution.

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# Intercollegiate Athletics Compensation Report

## Boise State University

### FY2004 Actual Compensation

BAHR - SECTION II

Depart/Name/Title	FTE	Compensation				Total Actual Comp.	Contract Bonus			Perks			Multi-Yr Contract
		Base Salary	*Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
1 Athletic Administration													
2 Gene Bleymaier Athletic Director	1.00	116,660	0	25,000	750	142,410	5,000	10,000	66,667	Yes	Yes	No	Yes
3 Bob Madden Associate Athletic Director	1.00	78,144	0	0	0	78,144	0	0	0	Yes	Yes	No	No
4 Herb Criner Associate Athletic Director	1.00	65,951	0	0	0	65,951	0	0	0	Yes	Yes	No	No
5 Lisa Parker Associate Athletic Director	1.00	56,805	0	0	0	56,805	0	0	0	Yes	Yes	No	No
6 Curt Apsey Associate Athletic Director	1.00	66,314	0	12,000	0	78,314	0	0	0	Yes	Yes	No	No
7 Mike Waller Associate Athletic Director	1.00	49,723	0	0	0	49,723	0	0	0	Yes	No	No	No
8 Mark Urick Assistant BAA Direcotor	1.00	35,000	0	0	0	35,000	0	0	0	Yes	No	No	No
9 Gabe Rosenvall Assistant Athletic Director	1.00	39,000	0	0	0	39,000	0	0	0	No	No	No	No
10 Anita Guerricabeit Assistant Athletic Director	1.00	41,800	0	0	0	41,800	0	0	0	No	No	No	No
11 Gary Craner Assistant Athletic Director	1.00	52,060	0	0	0	52,060	0	0	0	No	No	No	No
12 Lori Hays Sports Information Director	1.00	38,658	0	0	0	38,658	0	0	0	No	No	No	No
13 Todd Miles Assistant Sports Info. Dir.	1.00	35,000	0	0	0	35,000	0	0	0	No	No	No	No
14 Doug Link Assistant Sports Info. Dir.	0.54	17,907	0	0	0	17,907	0	0	0	No	No	No	No
15 Tammy Pascoe Associate Athletic Trainer	1.00	38,675	0	0	0	38,675	0	0	0	No	No	No	No
16 Anna Marie Kaus Academic Advisor	1.00	32,000	0	0	0	32,000	0	0	0	No	No	No	No
17 Oscar Duncan Academic Advisor	1.00	32,000	0	0	0	32,000	0	0	0	No	No	No	No
18 Max Corbet Assistant Athletic Director	1.00	45,234	0	0	0	45,234	0	0	0	Yes	No	No	No
19 Brad Larrondo Director of Promotions	1.00	37,000	0	0	0	37,000	0	0	0	Yes	No	No	No
20 Jeff Pitman Strength Coordinator	1.00	45,001	5,752	0	0	50,753	0	1,625	0	No	Yes	No	No
21 Geneva Wyett Asst. to the Athletic Director	1.00	33,418	0	0	0	33,418	0	0	0	No	No	No	No
22 Nicole Gamez Business Manager	1.00	45,015	0	0	0	45,015	0	0	0	No	No	No	No
23 Cindy Rice Accountant	1.00	31,824	0	0	0	31,824	0	0	0	No	No	No	No
27 Men's Sports													
28 Football													
29 Dan Hawkins Head Coach	1.00	141,750	1,000	158,250	3,500	304,500	0	50,000	20,850	Yes	Yes	No	Yes
30 Chris Peterson Assistant Coach	1.00	107,917	5,752	25,000	750	139,419	0	15,421	0	No	Yes	No	No
31 Ron Collins Assistant Coach	1.00	73,345	5,752	20,000	750	99,847	0	10,896	0	No	Yes	No	No
32 Kent Riddle Assistant Coach	1.00	66,366	5,752	6,750	750	79,618	0	7,874	0	No	Yes	No	No
33 Chris Strausser Assistant Coach	1.00	66,366	5,752	6,750	750	79,618	0	7,872	0	No	Yes	No	No
34 Marcel Yates Assistant Coach	1.00	42,016	5,752	0	750	48,518	0	4,550	0	No	Yes	No	No
35 Bryan Harsin Assistant Coach	1.00	40,000	11,674	3,000	750	55,424	0	4,652	0	No	Yes	No	No
36 Romeo Bandison Assistant Coach	1.00	40,837	6,152	4,000	750	51,739	0	4,950	0	No	Yes	No	No
37 Robert Prince Assistant Coach	1.00	43,337	9,488	14,850	750	68,425	0	7,501	0	No	Yes	No	No
38 Robert Tucker Assistant Coach	1.00	37,943	5,752	5,315	750	49,760	0	5,094	0	No	Yes	No	No
40 Basketball													
41 Greg Graham Head Coach	1.00	115,000	5,250	40,000	6,000	166,250	0	0	0	Yes	Yes	No	Yes
42 Andy McClousky Assistant Coach	1.00	52,500	5,250	0	1,000	58,750	0	0	0	No	Yes	No	No
43 Tim Cleary Assistant Coach	1.00	47,500	5,250	0	1,000	53,750	0	0	0	No	Yes	No	No
44 Julious Coleman Assistant Coach	1.00	30,000	5,250	0	1,000	36,250	0	0	0	No	No	No	No

TAB 11 Page 5

# Intercollegiate Athletics Compensation Report

## Boise State University

### FY2004 Actual Compensation

BAHR - SECTION II

Depart/Name/Title	FTE	Compensation				Total Actual Comp.	Contract Bonus			Perks			Multi-Yr Contract
		Base Salary	*Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
45 Men's Sports continued													
46 Wrestling													
47 Greg Randall Head Coach	1.00	41,000	0	0	0	41,000	500	6,000	0	No	Yes	No	No
48 Chris Owens Assistant Coach	.83	30,000	0	0	0	30,000	0	500	0	No	No	No	No
49 Rusty Cook Assistant Coach	.75	15,018	0	0	0	15,018	0	500	0	No	No	No	No
50 Golf													
51 Mike Young Head Coach	0.48	28,000	0	0	0	28,000	0	0	0	Yes	Yes	No	No
52 Valerie Tichenor Assistant Coach	0.50	12,500	0	0	0	12,500	0	0	0	No	No	No	No
53 Tennis													
54 Greg Patton Head Coach	1.00	60,008	0	0	0	60,008	0	3,000	0	No	Yes	No	No
55 Jarad Burnham Assistant Coach	1.00	27,000	0	0	0	27,000	0	0	0	No	No	No	No
56													
57 Men/Women's Track & Field													
58 Mike Maynard Head Coach	1.00	60,610	0	0	0	60,610	0	0	0	No	Yes	No	No
59 David Welch Assistant Coach	1.00	27,500	0	0	0	27,500	0	0	0	No	No	No	No
60 Jake Jacoby Assistant Coach	1.00	37,000	0	0	0	37,000	0	0	0	No	No	No	No
61 Amy Christoffers Assistant Coach	1.00	28,080	0	0	0	28,080	0	0	0	No	No	No	No
62 Women's Sports													
63 Basketball													
64 Jen Warden Head Coach	1.00	80,000	5,400	5,000	0	90,400	2,000	0	0	Yes	Yes	No	Yes
65 Dana McGraw Assistant Coach	1.00	47,000	600	0	0	47,600	0	0	0	No	Yes	No	No
66 Heather Sower Assistant Coach	1.00	31,500	1,800	0	0	33,300	750	0	0	No	Yes	No	No
67 Eliot Reynolds Assistant Coach	1.00	26,500	1,800	0	0	28,300	750	0	0	No	No	No	No
68 Soccer													
69 Steve Lucas Head Coach	1.00	43,475	7,000	0	0	50,475	0	0	0	No	Yes	No	No
70 Michelle Zentz Assistant Coach	1.00	31,508	2,000	0	0	33,508	0	0	0	No	No	No	No
71 Volleyball													
72 Scott Sandel Head Coach	1.00	60,008	0	0	0	60,008	0	0	0	No	Yes	No	No
73 Keisha Demps Assistant Coach	1.00	27,019	5,486	0	0	32,505	0	0	0	No	No	No	No
74 Mark Pryor Assistant Coach	1.00	38,002	1,231	0	0	39,233	0	0	0	No	No	No	No
75 Gymnastics													
76 Sam Sandmire Head Coach	1.00	50,119	0	2,000	0	52,119	1,500	2,000	0	Yes	Yes	No	No
77 William Steinbach Assistant Coach	1.00	31,943	500	0	0	32,443	750	750	0	No	No	No	No
78 Tina Bird Assistant Coach	1.00	32,427	0	0	0	32,427	750	750	0	No	No	No	No
79 Tennis													
80 Mark Tichenor Head Coach	1.00	37,108	0	0	0	37,108	2,000	0	0	No	No	No	No
81 Dean Owens Assistant Coach	1.00	13,062	0	0	0	13,062	750	0	0	No	No	No	No
82 Golf													
83 Lisa Wasinger Head Coach	1.00	29,496	0	0	0	29,496	0	0	0	Yes	Yes	No	No
84 Valerie Tichenor Assistant Coach	0.50	12,500	0	0	0	12,500	0	0	0	No	No	No	No
85 Ski													
86 Uros Pavlovic Head Coach	1.00	30,000	0	0	0	30,000	0	0	0	No	Yes	Yes	No

TAB 11 Page 6

# Intercollegiate Athletics Compensation Report

## Boise State University

### FY2005 Estimated Compensation

BAHR - SECTION II

Depart/Name/Title	FTE	Compensation					Total Potential Comp.	Potential Contract Bonus			Perks			Multi-Yr Contract
		Base Salary	*Camps/ Clinics	Media	Equip Co & Other			Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
1 Athletic Administration														
2 Gene Bleymaier Athletic Director	1.00	140,183	0	11,349	750		152,282	5,000	17,500	33,333	Yes	Yes	No	Yes
3 Bob Madden Associate Athletic Director	1.00	82,054	0	0	0		82,054	0	0	0	Yes	Yes	No	No
4 Herb Criner Associate Athletic Director	1.00	69,256	0	0	0		69,256	0	0	0	Yes	Yes	No	No
5 Lisa Parker Associate Athletic Director	1.00	60,008	0	0	0		60,008	0	0	0	Yes	Yes	No	No
6 Curt Apsey Associate Athletic Director	1.00	69,627	0	12,000	0		81,627	0	0	0	Yes	Yes	No	No
7 Mike Waller Associate Athletic Director	1.00	59,634	0	0	0		59,634	0	0	0	Yes	Yes	No	No
8 Mark Urick Assistant BAA Director	1.00	36,408	0	0	0		36,408	0	0	0	Yes	No	No	No
9 Gabe Rosenvall Assistant Athletic Director	1.00	40,956	0	0	0		40,956	0	0	0	No	No	No	No
10 Anita Guerricabeiti Assistant Athletic Director	1.00	44,025	0	0	0		44,025	0	0	0	No	No	No	No
11 Gary Craner Assistant Athletic Director	1.00	54,684	0	0	0		54,684	0	0	0	No	No	No	No
12 Cyndia Satterfield Associate Athletic Trainer	1.00	37,461	0	0	0		37,461	0	0	0	No	No	No	No
13 George Goodridge Associate Athletic Trainer	1.00	37,450	0	0	0		37,450	0	0	0	No	No	No	No
14 Heather Garris Assistant Athletic Trainer	1.00	34,341	0	0	0		34,341	0	0	0	No	No	No	No
15 Max Corbet Assistant Athletic Director	1.00	48,000	0	0	0		48,000	0	0	0	Yes	No	No	No
16 Lori Hays Sports Information Dir.	1.00	41,008	0	0	0		41,008	0	0	0	No	No	No	No
17 Todd Miles Assistant Sports Info. Dir.	1.00	37,020	0	0	0		37,020	0	0	0	No	No	No	No
18 Doug Link Assistant Sports Info. Dir.	1.00	36,535	0	0	0		36,535	0	0	0	No	No	No	No
19 Anna Marie Kaus Academic Advisor	1.00	33,293	0	0	0		33,293	0	0	0	No	No	No	No
20 Oscar Duncan Academic Advisor	1.00	33,293	5,752	0	0		39,045	0	0	0	No	No	No	No
21 Brad Larrondo Director of Promotions	1.00	41,075	0	0	0		41,075	0	0	0	Yes	No	No	No
22 Jeff Pitman Strength Coordinator	1.00	47,713	0	0	0		47,713	0	1,500	0	No	Yes	No	No
23 Jared Aurich Assistant Strength Coach	1.00	30,000	0	0	0		30,000	0	0	0	No	No	No	No
24 Jordan McCoy Assistant Strength Coach	1.00	30,000	0	0	0		30,000	0	0	0	No	No	No	No
25 Adam Parker Corporate Sponsorships	1.00	31,824	0	0	0		31,824	0	0	0	No	No	No	No
26 Nicole Gamez Business Manager	1.00	46,813	0	0	0		46,813	0	0	0	No	No	No	No
27 Cindy Rice Accountant	1.00	33,098	0	0	0		33,098	0	0	0	No	No	No	No
28 Valerie Tichenor Assistant to the AD - Special Projects	1.00	46,800	0	0	0		46,800	0	0	0	No	No	No	No
29 Matt Billings Compliance	1.00	40,000	0	0	0		40,000	0	0	0	No	No	No	No
30 Kevin Bunker Information Technology	1.00	34,332	0	0	0		34,332	0	0	0	No	No	No	No
31 Men's Sports														
32 Football														
33 Dan Hawkins Head Coach	1.00	186,750	1,000	158,250	3,500		349,500	2,000	57,500	100,000	Yes	Yes	No	Yes
34 Chris Peterson Assistant Coach	1.00	124,190	5,752	30,600	750		161,292	750	12,899	0	No	Yes	No	No
35 Ron Collins Assistant Coach	1.00	88,412	5,752	20,000	750		114,914	750	9,034	0	No	Yes	No	No
36 Kent Riddle Assistant Coach	1.00	70,995	5,752	6,750	750		84,247	750	6,479	0	No	Yes	No	No
37 Chris Strausser Assistant Coach	1.00	71,006	5,752	6,750	750		84,258	750	6,480	0	No	Yes	No	No
38 Bryan Harsin Assistant Coach	1.00	41,637	5,752	3,000	750		51,139	750	3,720	0	No	Yes	No	No
39 Romeo Bandison Assistant Coach	1.00	45,860	11,674	4,000	750		62,284	750	4,155	0	No	Yes	No	No
40 Steve Smyte Assistant Coach	1.00	43,000	6,152	14,850	750		64,752	750	4,821	0	No	Yes	No	No
41 Marcel Yates Assistant Coach	1.00	43,697	9,488	0	750		53,935	750	3,641	0	No	Yes	No	No
42 Robert Tucker Assistant Coach	1.00	43,701	5,752	5,315	750		55,518	750	4,085	0	No	Yes	No	No
43 Basketball														
44 Greg Graham Head Coach	1.00	135,013	5,250	40,000	6,000		186,263	0	10,000	0	Yes	Yes	No	Yes
45 Andy McClousky Assistant Coach	1.00	60,500	5,250	0	4,000		69,750	0	500	0	No	Yes	No	No
46 Tim Cleary Assistant Coach	1.00	55,500	5,250	0	4,000		64,750	0	500	0	No	Yes	No	No
47 Julious Coleman Assistant Coach	1.00	33,600	5,250	0	4,000		42,850	0	500	0	No	No	No	No

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# Intercollegiate Athletics Compensation Report

## Boise State University

### FY2005 Estimated Compensation

BAHR - SECTION II

Depart/Name/Title	FTE	Compensation				Equip Co & Other	Total Potential Comp.	Potential Contract Bonus			Perks			Multi-Yr Contract
		Base Salary	*Camps/ Clinics	Media				Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
48 Men's Sports continued														
49 Wrestling														
50 Greg Randall Head Coach	1.00	43,890	0	0	0		43,890	0	8,000	0	No	Yes	No	No
51 Chris Owens Assistant Coach	.83	32,116	0	0	0		32,116	0	1,250	0	No	No	No	No
52 Rusty Cook Assistant Coach	.75	18,015	0	0	0		18,015	0	1,250	0	No	No	No	No
53 Golf														
54 Mike Young Head Coach	0.48	28,000	0	0	0		28,000	0	0	0	Yes	Yes	No	No
55 Tennis														
56 Greg Patton Head Coach	1.00	62,410	0	0	0		62,410	0	0	1,000	No	Yes	No	No
57 Morgan Shepard Assistant Coach	1.00	15,000	0	0	0		15,000	0	0	0	No	No	No	No
58 Men/Women's Track & Field														
59 Mike Maynard Head Coach	1.00	72,704	0	0	0		72,704	0	9,500	1,000	No	Yes	No	No
60 David Welch Assistant Coach	1.00	28,621	0	0	0		28,621	0	2,750	0	No	No	No	No
61 Jake Jacoby Assistant Coach	1.00	37,810	0	0	0		37,810	0	2,250	0	No	No	No	No
62 Amy Christoffersen Assistant Coach	1.00	33,634	0	0	0		33,634	0	2,750	0	No	No	No	No
63 Women's Sports														
64 Basketball														
65 Jen Warden Head Coach	1.00	83,207	5,400	5,000	0		93,607	2,000	0	0	Yes	Yes	No	Yes
66 Dana McGraw Assistant Coach	1.00	35,371	1,800	0	0		37,171	750	0	0	No	Yes	No	No
67 Heather Sower Assistant Coach	1.00	37,960	1,800	0	0		39,760	750	0	0	No	Yes	No	No
68 Eliot Reynolds Assistant Coach	1.00	27,562	1,800	0	0		29,362	750	0	0	No	No	No	No
69 Soccer														
70 Steve Lucas Head Coach	1.00	43,493	7,000	0	0		50,493	1,500	0	0	No	Yes	No	No
71 Michelle Zentz Assistant Coach	1.00	31,508	2,000	0	0		33,508	750	0	0	No	No	No	No
72 Volleyball														
73 Scott Sandel Head Coach	1.00	60,008	0	0	0		60,008	0	0	0	No	Yes	No	No
74 Keisha Demps Assistant Coach	1.00	27,020	5,486	0	0		32,506	0	0	0	No	No	No	No
75 Mark Pryor Assistant Coach	1.00	38,002	1,231	0	0		39,233	0	0	0	No	No	No	No
76 Gymnastics														
77 Sam Sandmire Head Coach	1.00	51,146	0	2,000	0		53,146	0	2,000	0	Yes	Yes	No	No
78 William Steinbach Assistant Coach	1.00	33,239	500	0	0		33,739	0	750	0	No	No	No	No
79 Tina Bird Assistant	1.00	33,725	0	0	0		33,725	0	750	0	No	No	No	No
80 Tennis														
81 Mark Tichenor Head Coach	1.00	38,605	0	0	0		38,605	0	0	0	No	No	No	No
82 Dean Owens Assistant Coach	1.00	15,000	0	0	0		15,000	0	0	0	No	No	No	No
83 Golf														
84 Lisa Wasinger Head Coach	1.00	29,496	0	0	0		29,496	0	0	0	Yes	Yes	No	No
85 Ski														
86 Chris Hendrickson Head Coach	1.00	31,216	0	0	0		31,216	0	0	0	No	Yes	Yes	No

TAB 11 Page 8

# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2004 Actual Compensation

BAHR - SECTION II

Depart/Name/Title	FTE	Compensation				Total Actual Comp.	Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other	
1 Athletic Administration:													
2 James Senter Athl Dir	1.00	110,925			100	111,025					Yes		Yes
3 David Nall Fiscal Officer	1.00	49,412				49,412							
4 Frank Mercogliano Sports Info Dir	1.00	37,436				37,436							
5 Derek Smolik Asst Sports Inf Dir	0.64	15,428				15,428							
6 Phillip Luckey Men's Trainer	0.91	41,053	198			41,251							
7 Hale Abubo Assoc Trainer	1.00	34,787	260			35,047							
8 Thomas Brock Asst Trainer	0.08	8,578				8,578							
9 Barry Johnson Stngth Coach	1.00	38,821	1,000			39,821							
10 David Hofmaier Asst Stngth Coach	0.34	10,832				10,832							
11 Reggie Barton Asst Stngth Coach	0.40	11,465				11,465							
12 Nancy Graziano Assoc Athl Dir	1.00	55,137				55,137							
13 Thomas Furr Market/Prom Dir	1.00	53,535				53,535							
14													
15 Bengal Foundation													
16 John Colaanni Director	0.58	26,174				26,174							
17 Paul Bubb Asst Dir of Devel	0.85	47,277				47,277					Yes		
18 Donna Hayes Fund Raiser	1.00	31,259				31,259							
19													
20 ISU Bengal Dance													
21 Hiliary Hofmaier Coach	0.45	16,931				16,931							
22													
23 Men's Sports													
24 Football													
25 Larry Lewis Hd Coach	0.91	86,912	18,000	7,353	1,000	113,264					Yes		Yes
26 Bruce Barnum Asst Coach	1.00	50,581	4,392			54,973					Yes		
27 Jeffrey Copp Asst Coach	0.20	6,479	1,600			8,079							
28 Mark Rhea Asst Coach	1.00	30,545	4,392			34,937							
29 Joe Borich Asst Coach	1.00	30,545	4,392			34,937					Yes		
30 Joe Lorig Asst Coach	1.00	31,344	4,392			35,736					Yes		
31 Bryant Thomas Asst Coach	1.00	27,230	5,392			32,622							
32 David Muir Asst Coach	0.38	11,750				11,750							
33 Jeff Banks Asst Coach	0.61	18,588	4,392			22,980							
34 Johnny Nansen Asst Coach	0.65	14,723	3,722			18,445							
35 Torey Hunter Asst Coach	0.49	19,498	4,387			23,885							
36 Basketball													
37 Doug Oliver Hd Coach	0.96	91,210		7,914	2,000	101,124					Yes		Yes
38 Louis Wilson Asst Coach	1.00	40,468	2,751		500	43,720		1,600					
39 Jay McMillin Asst Coach	1.00	40,468	2,791		500	43,759		1,600			Yes		
40 Tennis													
41 Robert Goeltz Hd Coach	0.43	16,948				16,948							
42 Tom Goodwin Asst Coach	0.21	5,529				5,529							

# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2004 Actual Compensation

Depart/Name/Title	FTE	Compensation				Total Actual Comp.	Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other	
43 Track & Field													
44 David Nielsen Hd Coach	0.46	23,112		143	375	23,630							
45 Trenton Huntsinger Asst Coach	0.01	182				182							
46 Stacy Dragila Asst Coach	0.03	1,635				1,635							
47 Golf													
48 Scott Busch Hd Coach	0.29	9,448				9,448							
49 Crosscountry													
50 Brian Janssen Hd Coach	0.50	20,364		93		20,457							
51 Women's Sports													
52 Basketball													
53 Jon Newlee Hd Coach	0.96	65,493	725	1,914		68,132		2,616			Yes		Yes
54 Margaret Swadener Asst Coach	0.05	1,662	725			2,387							
55 Jessica Schutt Asst Coach	0.99	34,769				34,769		1,346					
56 Mindy Lasater Asst Coach	1.00	26,240				26,240		1,000			Yes		
57 Volleyball													
58 (*) Mike Welch Hd Coach	0.91	47,540	6,465	317		54,322					Yes		Yes
59 Jody Paperno Asst Coach	1.00	31,280	1,050			32,330							
60 Jamie Ivers Asst Coach	0.08	4,728	50			4,778							
61 Tennis													
62 Robert Goeltz Hd Coach	0.43	16,948				16,948							
63 Tom Goodwin Asst Coach	0.21	5,530				5,530							
64 Irene Kakulia Asst Coach	0.08	4,128				4,128							
65 Track & Field													
66 David Neilsen Hd coach	0.45	23,112		141	375	23,628							
67 Trenton Huntsinger Asst Coach	0.01	182				182							
68 Stacy Dragila Asst Coach	0.03	1,635				1,635							
69 Steven Deming Asst Coach	0.04	2,418				2,418							
70 Golf													
71 Busch, Scott Hd Coach	0.29	9,448				9,448							
72 Crosscountry													
73 Brian Janssen Hd Coach	0.50	20,364		95		20,459							
74 Soccer													
75 Gordon Henderson Hd Coach	0.63	30,294		175		30,469		1,847	2,000				
76 Mark Salisbury Hd Coach	0.38	19,772				19,772					Yes		Yes
77 Kori Ermigarat Asst Coach	0.08	6,809				6,809							
78 Daniel Jordahl Asst Coach	0.08	5,996				5,996		261					
79 Amanda Fox Asst Coach	0.01	461				461							
80 Christina Nelson Asst Coach-GTA	0.08	10,594	1,100			11,694							

(\*) These coaches receive pay for their participation in off-campus clinics or events.  
 These earnings are not reflected in the Regular Salary payroll costs for Idaho State University.

# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2005 Estimated Compensation

Depart/Name/Title	FTE	Compensation				Total Potential Comp.	Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other	
1 Athletic Administration:													
2 James Senter Athl Dir	1.00	112,216				112,216					Yes		Yes
3 David Nall Fiscal Officer	1.00	49,982				49,982							
4 Frank Mercogiano Sports Info Dir	1.00	37,856				37,856							
5 Jason Erickson Asst Sports Inf Dir	1.00	22,988				22,988							
6 Phillip Luckey Men's Trainer	0.91	41,509	248			41,757							
7 Jody Wotowey Assoc Trainer	1.00	28,870				28,870							
8 Hale Abubo Assoc Trainer	0.17	5,624				5,624							
9 Tom Brock Asst Trainer	1.00	29,417	1,102			30,519							
10 Barry Johnson Stngth Coach	1.00	39,270				39,270							
11 David Hofmaier Asst Stngth Coach	0.42	13,737				13,737							
12 Reggie Barton Asst Stngth Coach	0.42	13,226				13,226							
13 Nancy Graziano Assoc Athl Dir	1.00	55,765				55,765							
14 Thomas Furr Market/Prom Dir	0.18	10,054				10,054							
15 Michael Prichett Dir/Athl Facilities	0.88	23,885				23,885							
16													
17 Bengal Foundation													
18 Daniel Ingram Dir/Annl Giving	0.84	29,352				29,352							
19 Paul Bubb Sr. Assoc Athl Dir	1.00	57,949				57,949					Yes		
20 Donna Hayes Fund Raiser	1.00	31,928				31,928							
21													
22 ISU Bengal Dance Team													
23 Hilary Hofmaier Coach	0.45	17,007				17,007							
24													
25 Men's Sports													
26 Football													
27 Larry Lewis Hd Coach	0.91	87,845	16,000	7,000	1,000	111,845					Yes		Yes
28 Bruce Barnum Asst Coach	1.00	51,646	3,637			55,284					Yes		
29 Jeffrey Copp Asst Coach	0.42	15,154	12,000			27,154							
30 Mark Rhea Asst Coach	1.00	31,179	3,637			34,816							
31 Joe Borich Asst Coach	1.00	31,179	3,637			34,816					Yes		
32 Joe Lorig Asst Coach	1.00	35,006	3,637			38,644					Yes		
33 Bryant Thomas Asst Coach	1.00	27,789	3,637			31,426							
34 David Muir Asst Coach	1.00	27,269	3,637			30,906							
35 Torey Hunter Asst Coach	1.00	27,789	3,637			31,426							

# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2005 Estimated Compensation

Depart/Name/Title	FTE	Compensation				Total Potential Comp.	Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other	
36 Basketball													
37 Doug Oliver Hd Coach	0.96	92,189		7,500	2,000	101,689					Yes		Yes
38 Louis Wilson Asst Coach	1.00	41,309	2,064		500	43,873							
39 Jay McMillin Asst Coach	1.00	41,309	1,238		500	43,047					Yes		
40 Tennis													
41 Robert Goeltz Hd Coach	0.43	17,138				17,138							
42 Tom Goodwin Asst Coach	0.21	5,575				5,575							
43 Track & Field													
44 David Nielsen Hd Coach	0.46	23,357		100	350	23,807							
45 Vacant Asst Coach	0.01	12,501				12,501							
46 Golf													
47 David Molitor Hd Coach	0.50	14,810				14,810							
48 Crosscountry													
49 Brian Janssen Hd Coach	0.50	20,582		90		20,672							
50 Women's Sports													
51 Basketball													
52 Jon Newlee Hd Coach	0.96	66,187	824	1,900		68,911					Yes		Yes
53 Jessica Schutt Asst Coach	0.16	5,854	300			6,154							
54 Gavin Petersen Asst Coach	0.96	31,613				31,613							
55 Mindy Lasater Newlee Asst Coach	1.00	29,890	824			30,714					Yes		
56 Volleyball													
57 Mike Welch Hd Coach	0.91	48,058	6,000	300		54,358					Yes		Yes
58 Jody Paperno Asst Coach	0.13	4,261				4,261							
59 Jay Hosack Asst Coach	0.34	9,120	1,131			10,251							
60 Vacant Asst Coach	0.65	20,753				20,753							
61 Tennis													
62 Robert Goeltz Hd Coach	0.43	17,138				17,138							
63 Tom Goodwin Asst Coach	0.21	5,575				5,575							
64 Track & Field													
65 David Neilsen Hd coach	0.45	23,357		100	350	23,807							
66 Vacant Asst Coach	0.25	12,501				12,501							
67 Golf													
68 David Molitor Hd Coach	0.50	14,810				14,810							
69 Crosscountry													
70 Brian Janssen Hd Coach	0.50	20,582		90		20,672							
71 Soccer													
72 Mark Salisbury Hd Coach	1.00	52,998	6,147	175		59,321					Yes		Yes
73 Amanda Fox Asst Coach	1.00	29,417	1,238			30,655							



# Intercollegiate Athletics Compensation Report

## University of Idaho

### FY 2004 Actual Compensation

Depart/Name	Title	FTE	Compensation				Total Actual Comp.	Maximum Contract Bonuses			Perks			Multi-Yr Contract
			Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
1 Athletic Administration:														
2 Mike Bohn	Athl Dir	0.31	66,934				66,934				yes	yes		yes
3 Rob Spear	Interim AD	0.69	59,159		5,000		64,159				yes	yes		
4 Dee Menzies	Sr Assoc AD	1.00	66,300				66,300							
5 Becky Paull	SID	1.00	42,276				42,276							
6 Michele Loftis	Asst Trainer	1.00	32,178	700			32,878							
7 Jackie Williams	Asst Trainer	0.50	18,158				18,158							
8 Barrie Steele	Hd Trainer	0.95	58,942				58,942							
9 Rick Darnell	Assoc AD	1.00	17,500				17,500					yes		
10 Pete Isakson	Marketing	0.09	11,496				11,496					yes		
11 Bryan Knox	Academics	0.27	14,643				14,643							
12 Jennifer Boese	Academics	0.65	25,968				25,968							
13 Jon Francis	Strength Coach	0.83	32,071	1,000			33,071							
14 Aaron Ausmus	Strength Coach	0.17	4,848				4,848							
15 Matt Kleffner	Assoc AD	1.00	69,914				69,914							
16 Sam Teevens	Video Coord.	1.00	38,011	100			38,111							
17 Maureen Taylor	Asst. AD	1.00	42,354				42,354							
18 Tom Morris	Asst. AD	1.00	50,003				50,003							
19 Shawn Vasquez	Dir. Equip Rm	1.00	35,006	1,000			36,006							
20 Mahmood Sheikh	Devl. Coord.	1.00	40,019				40,019					yes		
21 Men's Sports														
22 Football														
23 Tom Cable	Hd Coach	0.62	87,140		50,000	1,000	138,140				yes	yes		yes
24 Ed Lamb	Assistant	0.65	40,165	1,600			41,765					yes		
25 Bret Ingalls	Assistant	0.65	42,906	1,600			44,506					yes		
26 Spence Nowinsky	Assistant	0.65	29,301	1,600			30,901					yes		
27 Greg Jackson	Assistant	0.65	23,110	1,600			24,710					yes		
28 Gary Coston	Assistant	0.65	28,089	3,200			31,289					yes		
29 Chris Bishop	Assistant	0.65	21,257	1,000			22,257							
30 Rich Scangarello	Assistant	0.65	25,456	1,600			27,056							
31 Rich Fisher	Assistant	0.65	27,926	1,600			29,526					yes		
32 Tarn Sublett	Assistant	0.65	27,560	1,600			29,160					yes		
33 Nick Holt	Hd Coach	0.50	67,506				67,506					yes		yes
34 Nate Kaczor	Assistant	0.50	34,467				34,467					yes		
35 Jeff Mills	Assistant	0.50	34,467				34,467					yes		
36 Joel Thomas	Assistant	0.50	34,467				34,467					yes		
37 Chad Brown	Assistant	0.42	14,810				14,810							
38 Jason Eck	Assistant	0.42	16,931				16,931					yes		
39 Jonathon Smith	Assistant	0.46	18,461				18,461					yes		
40 Johnny Nansen	Assistant	0.50	19,691				19,691					yes		
41 Alundis Brice	Assistant	0.42	14,810				14,810					yes		
42 James Cregg	Assistant	0.42	21,155				21,155					yes		
43														

# Intercollegiate Athletics Compensation Report

## University of Idaho

### FY 2004 Actual Compensation

Depart/Name	Title	FTE	Compensation				Total Actual Comp.	Maximum Contract Bonuses			Perks			Multi-Yr Contract
			Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
44 Men's Sports continued														
45 Basketball														
46 Leonard Perry	Hd Coach	1.00	114,426	600	50,000	4,000	169,026	4,424		4,424		yes		yes
47 Mark Leslie	Assistant	1.00	47,008	3,600			50,608					yes		
48 Chris Lancaster	Assistant	1.00	40,383	600			40,983					yes		
49 Brynjar Brynjarsson	IH Assist.	1.00	29,820	600			30,420							
50 Men's Track & XC														
51 Wayne Phipps	Hd Coach	1.00	36,498				36,498							
52 Julie Taylor	Assistant	0.50	11,258				11,258							
53 Leo Slack	IH Assist.	0.50	2,500				2,500							
54 Golf														
55 Brad Rickel	Hd Coach	0.50	19,838		2,000		21,838					yes		
56 Tennis														
57 Greg South	Hd Coach	0.50	20,835				20,835							
58														
59 Women's Sports														
60 Basketball														
61 Mike Divilbiss	Hd Coach	1.00	79,825	2,900			82,725				yes	yes		yes
62 Debbie Roueche	Assistant	1.00	46,009	2,900			48,909					yes		
63 Shannon Haselhun	Assistant	0.42	12,276	2,900			15,176							
64 Women's Track & XC														
65 Yogi Teevens	Hd Coach	1.00	43,893				43,893					yes		
66 Julie Taylor	Assistant	0.50	11,258				11,258							
67 Leo Slack	IH Assist.	0.50	2,500				2,500							
68 Volleyball														
69 Debbie Buchanan	Hd Coach	1.00	60,586	8,500			69,086					yes		yes
70 Ken Murphy	Assistant	1.00	39,859	5,000			44,859					yes		
71 Corie Isaacson	Assistant	0.62	12,262	3,000										
72 Sarah McFarland	Assistant	0.21	3,810				3,810							
73 Women's Soccer														
74 Royce Busey	Hd Coach	1.00	30,775		4,000		34,775							
75 Steve Crum	Assistant	1.00	25,836				25,836							
76 Women's Golf														
77 Brad Rickel	Hd Coach	0.50	19,838		2,000		21,838					yes		
78 Tennis														
79 Greg South	Hd Coach	0.50	20,835				20,835							
80 Swimming														
81 Tom Jager	Hd Coach	0.35	15,237				15,237					yes		

# Intercollegiate Athletics Compensation Report

## University of Idaho

### FY 2005 Estimated Compensation

BAHR - SECTION II

Depart/Name	Title	FTE	Compensation				Total	Maximum Contract Bonuses			Perks			Multi-Yr Contract
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Potential Comp.	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
1	Athletic Administration:													
2	Rob Spear	Athletic Directo	1.00	130,000		5,000		135,000				yes	yes	yes
3	Dee Menzies	Sr Assoc AD	1.00	66,290				66,290						
4	Becky Paul	SID	1.00	42,266				42,266						
5	Michele Loftis	Asst Trainer	0.26	8,365	750			9,115						
6	Vacant	Asst Trainer	0.62	19,802				19,802						
7	Jackie Williams	Asst Trainer	0.20	7,109				7,109						
8	Barrie Steele	Hd Trainer	1.00	58,947				58,947						
9	Rick Darnell	Assoc AD	1.00	65,000				65,000				yes		
10	Jennifer Boese	Academics	0.19	9,621				9,621						
11	Vacant	Academics	0.50	22,505				22,505						
12	Aaron Ausmus	Strength Coac	1.00	42,016	600			42,616						
13	Matt Kleffner	Assoc AD	1.00	69,909				69,909						
14	Sam Teevens	Video Coord.	1.00	38,002				38,002						
15	Maureen Taylor	Asst. AD	1.00	42,349				42,349						
16	Tom Morris	Dir. Sales	1.00	50,003				50,003				yes		
17	Shawn Vasquez	Dir. Equip Rm	1.00	35,006	1,200			36,206						
18	Mahmood Sheikh	Devl. Coord.	1.00	40,019				40,019						
19	Men's Sports													
20	Football													
21	Nick Holt	Hd Coach	1.00	135,013		70,000	1,000	206,013				yes	yes	yes
22	Nate Kaczor	Assistant	1.00	70,013	1,200			71,213					yes	
23	Jeff Mills	Assistant	1.00	70,013	3,000			73,013					yes	
24	Joel Thomas	Assistant	1.00	70,013	1,200			71,213					yes	
25	Chad Brown	Assistant	1.00	35,006	2,800			37,806					yes	
26	Jason Eck	Assistant	1.00	40,019	1,200			41,219					yes	
27	Jonathon Smith	Assistant	1.00	39,998	1,200			41,198						
28	Johnny Nansen	Assistant	1.00	39,998	1,200			41,198						
29	Alundis Brice	Assistant	1.00	35,006	1,200			36,206					yes	
30	James Cregg	Assistant	1.00	50,003	600			50,603					yes	
31														

# Intercollegiate Athletics Compensation Report

## University of Idaho

### FY 2005 Estimated Compensation

Depart/Name	Title	FTE	Compensation				Total Potential Comp.	Maximum Contract Bonuses			Perks			Multi-Yr Contract
			Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
32	Men's Sports continued													
33	Basketball													
34	Leonard Perry	Hd Coach	1.00	115,003		60,000	4,000	179,003	4,423			yes		yes
35	Mark Leslie	Assistant	1.00	47,008		3,000		50,008				yes		
36	Chris Lancaster	Assistant	1.00	50,003				50,003				yes		
37	Brynjjar Brynjarsson	Assistant	1.00	31,013				31,013				yes		
38	Men's Track & XC													
39	Wayne Phipps	Hd Coach	1.00	38,002				38,002						
40	Julie Taylor	Assistant	0.50	11,253				11,253						
41	Golf													
42	Brad Rickel	Hd Coach	0.50	19,833		2,000		21,833				yes		
43	Tennis													
44	Katrina Perlman	Hd Coach	0.50	15,014	617			15,631						
45														
46	Women's Sports													
47	Basketball													
48	Mike Divilbiss	Hd Coach	1.00	80,018		10,000		90,018	6,155		yes	yes		yes
49	Debbie Roueche	Assistant	1.00	46,010	4,780			50,790				yes		
50	Jeff Crouse	Assistant	0.97	28,179	2,000	6,000		36,179				yes		
51	Women's Track & XC													
52	Yogi Teevens	Hd Coach	1.00	45,406				45,406				yes		
53	Julie Taylor	Assistant	0.50	11,253				11,253						
54	Volleyball													
55	Debbie Buchanan	Hd Coach	1.00	60,611	2,000	10,000		72,611	4,662	4,662		yes		yes
56	Ken Murphy	Assistant	1.00	40,019	2,000	5,000		47,019				yes		
57	Sarah McFarland	Assistant	1.00	18,013	2,000			20,013						
58	Women's Soccer													
59	Royce Busey	Hd Coach	1.00	32,011		4,000		36,011						
60	Lori Scheider	Assistant	1.00	26,000				26,000						
61	Women's Golf													
62	Brad Rickel	Hd Coach	0.50	19,833		2,000		21,833				yes		
63	Tennis													
64	Katrina Perlman	Hd Coach	0.50	15,014	617			15,631						
65	Women's Swimming													
66	Tom Jager	Hd Coach	1.00	44,013				44,013				yes		

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2004 Actual Compensation

BAHR - SECTION II

Depart/Name/Title	FTE	Compensation				Total Actual Comp.	Maximum Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
1 Athletic Administration:													
2 Vacant Athl Dir	1.00	60,008				60,008				No	No		N/A
3 Tracy Collins Trainer	1.00	31,824				31,824				No	No		No
Jamie White Dir of Aux	1.00	60,000								No	No		No
Svcs/NAIA Series													
4 Coord.					769	60,769							
5 Cindi Durgan Athl Devl Officer	0.48	16,550				16,550				No	No		No
6 Laurie Wilson Comm Relations	0.75	23,868				23,868				No	No		No
7						0							
8 Men's Sports						0							
9 Basketball						0							
10 George Pfeifer Head Coach	1.00	45,115	3,000			48,115				No	Yes		No
11 Tim Walker Asst. Coach	0.50	5,356				5,356				No	No		No
12						0							
13 Baseball						0							
14 Ed Cheff Head Coach	1.00	66,872				66,872				No	Yes		No
15 Gary Picone Asst. Coach	1.00	32,947	1,000		4,900	38,847				No	Yes		No
16 Gus Knickrehm Asst. Coach	0.73	13,149	1,000			14,149				No	No		No
17						0							
18 Cross-Country						0							
19 Mike Collins Head Coach	0.20	7,500				7,500				No	No		No
20						0							
21 Tennis						0							
22 Kai Fong Head Coach	0.14	5,504				5,504				No	No		No
23						0							
24 Golf						0							
25 Paul Thompson Head Coach	0.15	2,500				2,500				No	No		No
26													

TAB 11 Page 17

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2004 Actual Compensation

BAHR - SECTION II

Depart/Name/Title			FTE	Compensation			Total Actual Comp.	Maximum Contract Bonuses			Perks			Multi-Yr Contract
				Base Salary	Camps/ Clinics	Media		Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	
27	Women's Sports													
28	Basketball													
29	Brian Orr	Head Coach	1.00	40,206	2,500		42,706				No	No		No
30	Kyla Harris	Asst. Coach	0.15	5,000			5,000				No	No		No
31							0							
32	Cross-Country						0							
33	Mike Collins	Head Coach	0.20	7,500			7,500				No	No		No
34							0							
35	Volleyball						0							
36	Jason Zoeteman	Head Coach	0.25	20,009			20,009				No	No		No
37	Jerry Pruitt	Asst. Coach	0.75	40,019	2,500		42,519				No	No		No
38	Tim Stone	Asst. Coach	0.01	250			250				No	No		No
39							0							
40	Tennis						0							
41	Kai Fong	Head Coach	0.14	5,504	1,600		7,104				No	No		No
42							0							
43	Golf						0							
44	Paul Thompson	Head Coach	0.15	2,500			2,500				No	No		No

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2005 Estimated Compensation

Depart/Name/Title	FTE	Compensation				Total Potential Comp.	Maximum Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
1 Athletic Administration:													
2 Vacant Athl Dir	1.00	60,008				60,008				No	No		No
3 Tracy Collins Trainer	1.00	32,460				32,460				No	No		No
Jamie White Dir of Aux	1.00	61,200								No	No		No
4 Svcs/NAIA Series Coord.						61,200							
5 Cindi Durgan Athl Devl Officer	0.75	24,345				24,345				No	No		No
6 Laurie Wilson Comm Relations	0.75	24,345				24,345				No	No		No
7													
8 Men's Sports													
9 Basketball													
10 George Pfeifer Head Coach	1.00	46,017	2,877			48,894				No	Yes		No
11 Tim Walker Asst. Coach	0.50	5,356				5,356				No	No		No
12													
13 Baseball													
14 Ed Cheff Head Coach	1.00	68,210				68,210				No	Yes		No
15 Gary Picone Asst. Coach	1.00	33,606	1,000		4,900	39,506				No	Yes		No
16 Gus Knickrehm Asst. Coach	0.73	13,149	1,000			14,149				No	No		No
17													
18 Cross-Country													
19 Mike Collins Head Coach	0.20	7,650				7,650				No	No		No
20													
21 Tennis													
22 Kai Fong Head Coach	0.14	5,614	0			5,614				No	No		No
23													
24 Golf													
25 Paul Thompson Head Coach	0.15	2,750				2,750				No	No		No
26 Steve Tilden Asst. Coach	0.01	1,000				1,000				No	No		No
27													

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2005 Estimated Compensation

Depart/Name/Title	FTE	Compensation				Total Potential Comp.	Maximum Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other		Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
28 Women's Sports													
29 Basketball													
30 Brian Orr Head Coach	1.00	41,010	2,877			43,887				No	No		No
31 Scott Thompson Asst. Coach	0.15	2,500				2,500				No	No		No
32													
33 Cross-Country													
34 Mike Collins Head Coach	0.20	7,650				7,650				No	No		No
35													
36 Volleyball													
37 Jerry Pruitt Head Coach	1.00	40,819				40,819				No	No		No
38													
39 Tennis													
40 Kai Fong Head Coach	0.14	5,614				5,614				No	No		No
41													
42 Golf													
43 Paul Thompson Head Coach	0.15	2,750				2,750				No	No		No
44 Steve Tilden Asst. Coach	0.01	1,000				1,000				No	No		No



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
AGENCIES OF THE STATE BOARD**

**SUBJECT**

Reports from Board Agencies

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

Each agency of the Board has prepared a series of reports that allow a quick but informative view of each organization. The reports include financial data for the current and prior fiscal years, and a short list of agency-selected performance measures from their strategic plan.

Agency directors and financial staff have worked with the Office of the State Board of Education in the development of these reports.

**DISCUSSION**

Data on the first page of each agency group includes one set of graphs that compares the prior fiscal year (FY 2004) to the current fiscal year-to-date (FY 2005) by actual quarterly expenditures. The second page represents four prior year actual expenditures broken down by "object code" (personnel costs, operating expense, capital outlay, and trustee & benefits). The third page of each agency displays a spreadsheet that breaks out Operating Expenditures into more detailed categories. This report compares the data from three prior years and the current fiscal year-to-date. Agencies have also included selected performance measures from their Strategic Plans (fourth page).

The working title for this group of mini-reports is "dashboard reports".

**IMPACT**

Board members and other interested parties will have a quick and easy method to review historical and current financial and strategic plan information for Board agencies. Agency directors and fiscal staff will have a tool that allows easy presentation of commonly-requested operational data.

**STAFF COMMENTS AND RECOMMENDATIONS**

At the request of the Executive Director, agencies and Board staff have developed these mini-reports over the course of the past few months. This is the "roll-out" of that effort. If changes to format are required based upon Board member comment, a new version will be made available.

Reports will be incorporated into agendas on a quarterly basis.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

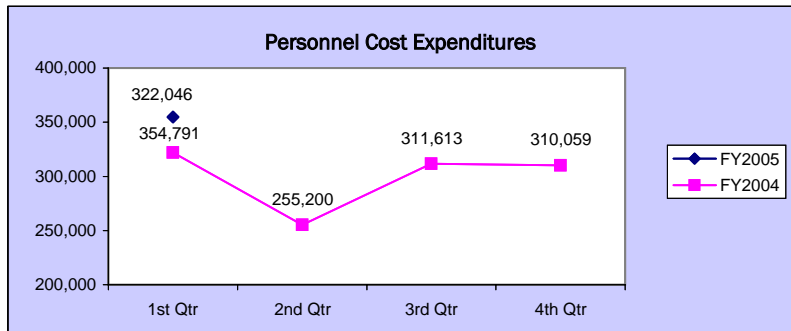
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**INSTITUTION / AGENCY AGENDA  
AGENCIES OF THE STATE BOARD - continued**

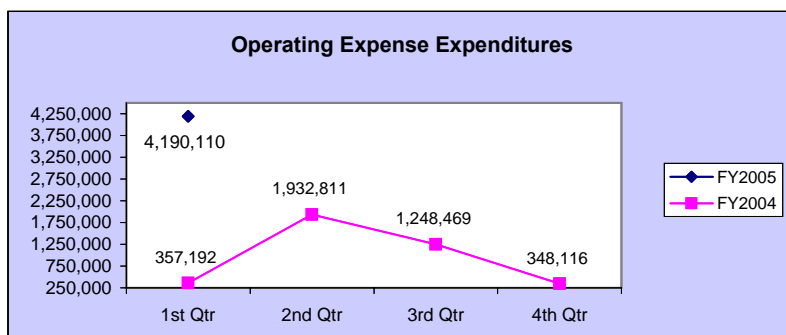
**BOARD ACTION**

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

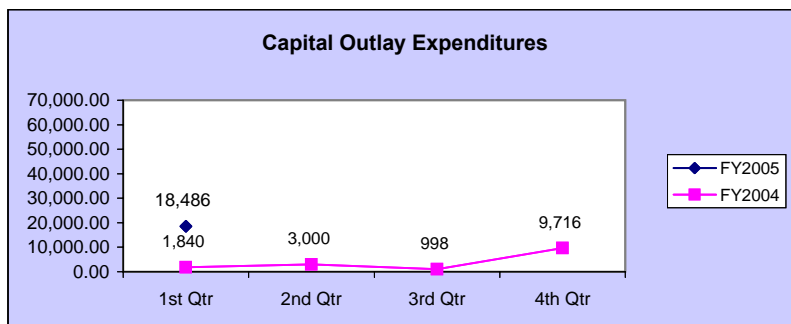
**Office of the State Board of Education  
Performance Report to the State Board of Education  
Quarterly Financial Data for FY 2004 and FY 2005**



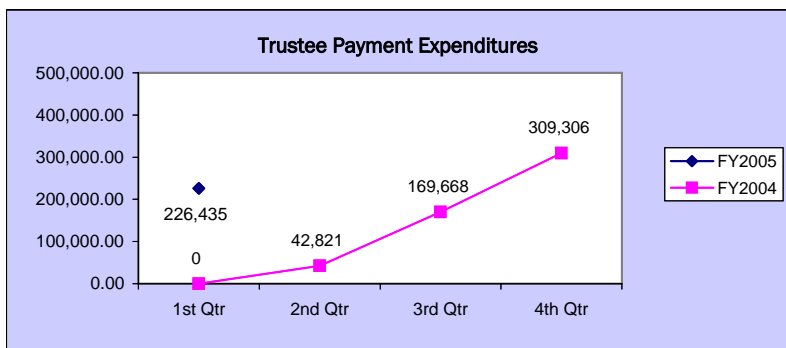
**Personnel Cost Expenditures:** Fluctuation is due to having three payrolls in the 1st and 3rd quarters for FY 2004. In FY 2005 the first and second quarters have three payrolls.



**Operating Expense Expenditures:** The increase in FY 2005 is due to an increase in State and Federal Funds, mainly for the Assessment and Accountability program.



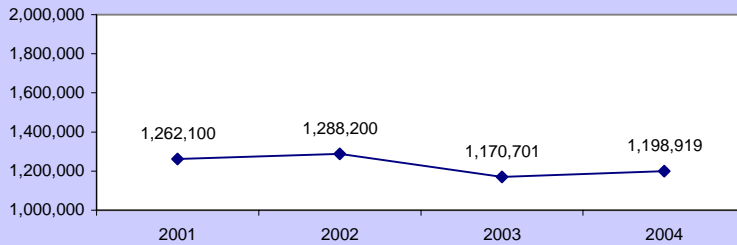
**Capital Outlay Expenditures:** .



**Trustee Payment Expenditures:** Trustee payment expenditures are dependent on Trustee claim patterns which are extremely variable. The increase in FY 2005 is due to an increase in Federal Funds for the English Language Acquisition Grant.

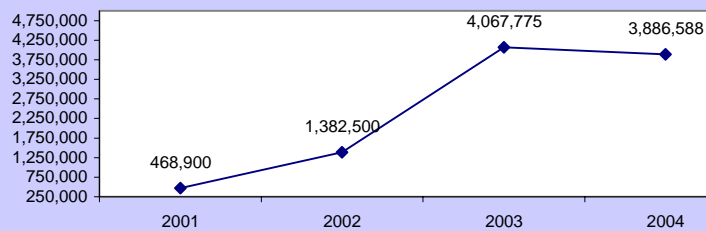
**Office of the State Board of Education  
Performance Report to the State Board of Education  
Prior Four Year Comparison**

**Personnel Cost Expenditures**



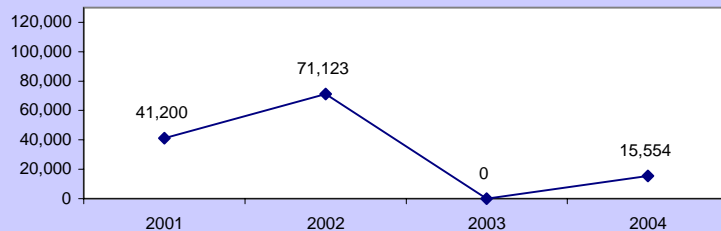
**Personnel Cost Expenditures:** FY 2003 and FY2004 are lower due to vacant positions.

**Operating Expense Expenditures**



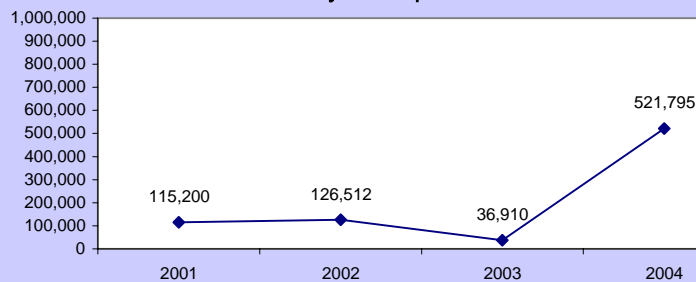
**Operating Expense Expenditures:** The spike in FY 2003 includes a \$3.5 million increase in the General Fund for the Assessment & Accountability program.

**Capital Outlay Expenditures**



**Capital Outlay Expenditures:** FY03 reduction was due to a base reduction in funding.

**Trustee Payment Expenditures**



**Trustee Payment Expenditures:** The increase in FY 2004 is due to an increase in Federal Fund spending authority. The federal fund increase is used for the state assessments and for teacher quality and language acquisition activities in public schools.

**Office of the State Board of Education**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through September 2004**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 Appropriation	2,667,500	1,170,600	3,838,100	5,247,700	1,537,800	6,785,500	3,574,300	5,715,500	9,289,800	4,107,200	5,364,700	9,471,900
ACTUAL EXPENDITURES												
2 Salary & Benefits	1,147,107	141,093	1,288,200	1,054,674	116,027	1,170,701	1,066,818	132,101	1,198,919	278,641	76,151	354,791
3 Communication Costs	18,523	7,572	26,094	26,262	9,989	36,251	20,802	1,756	22,558	5,123	131	5,254
4 Employee Development	7,998	683	8,681	7,342	618	7,960	4,556	365	4,921	4,324	370	4,694
5 General Services	30,937	142	31,079	12,297	8,608	20,906	79,656	32,586	112,242	2,055	-	2,055
6 Professional Services	867,606	122,928	990,534	3,229,459	421,051	3,650,510	1,846,312	1,624,290	3,470,602	652,216	349,355	1,001,571
7 Repair & Maintenance Services	20,022		20,022	10,092	-	10,092	4,719	-	4,719	1,057	-	1,057
8 Administrative Services	6,691	20,447	27,138	7,454	2,769	10,224	11,386	406	11,792	1,079	5,171	6,250
9 Computer Services	27,558		27,558	14,839	-	14,839	18,298	9,000	27,298	425	2,980,000	2,980,425
10 Employee Travel	58,541	3,839	62,380	59,425	2,807	62,232	55,497	5,602	61,100	12,582	2,661	15,242
11 Administrative Supplies	8,568	709	9,277	4,531	556	5,087	10,460	934	11,393	4,597	638	5,235
12 Fuel Costs			-	-	-	-	-	-	-	-	-	-
13 Manufacturing & Merchandise Costs			-	-	-	-	-	-	-	-	-	-
14 Computer Supplies	9,586	292	9,877	12,116	1,160	13,276	8,980	676	9,656	2,876	1,000	3,876
15 Repair & Maintenance Supplies	1,923		1,923	27	-	27	405	-	405	-	-	-
16 Institutional & Residential Supplies			-	-	-	-	-	-	-	-	-	-
17 Specific Use Supplies			-	-	-	-	14	53	68	45	275	320
18 Insurance	4,361		4,361	4,312	-	4,312	4,006	-	4,006	-	-	-
19 Utility Charges			-	-	-	-	-	-	-	-	-	-
20 Rental & Operating Leases	53,205		53,205	52,735	2,973	55,708	52,382	460	52,842	26,357	218	26,574
21 Miscellaneous	42,240	68,129	110,369	79,567	96,784	176,352	55,932	37,054	92,986	122,891	14,665	137,556
22 Subtotal Operating Expenditures	1,157,759	224,741	1,382,500	3,520,458	547,317	4,067,775	2,173,406	1,713,181	3,886,588	835,626	3,354,484	4,190,110
23 Capital Outlay	71,123		71,123				4,457	11,097	15,554	16,290	2,195	18,486
24 Trustee & Benefits	119,512	7,000	126,512	29,410	7,500	36,910	42,821	478,974	521,795	-	226,435	226,435
25 TOTAL	2,495,501	372,834	2,868,335	4,604,542	670,844	5,275,386	3,287,502	2,335,353	5,622,856	1,130,557	3,659,264	4,789,821
26 % Change Over/Under Prior Year	65%	0%	52%	85%	80%	84%	-29%	248%	7%			
27 % of Appropriation Remaining										72%	32%	49%
28 % of Months Remaining										75%	75%	75%

**Comments:**

FY 2002: The increase in FY 2002 over FY 2001 is due primarily from the transfer of \$500,000 in ongoing General Fund money for Achievement Standards Assessment from the Office of the Superintendent of Public Instruction to the Office of the State Board of Education.

FY 2003: \$3.5 million in ongoing General Fund money was appropriated for the Assessment & Accountability effort. Support of the MOST program was shifted from the Albertson Foundation grant to federal Title II funding.

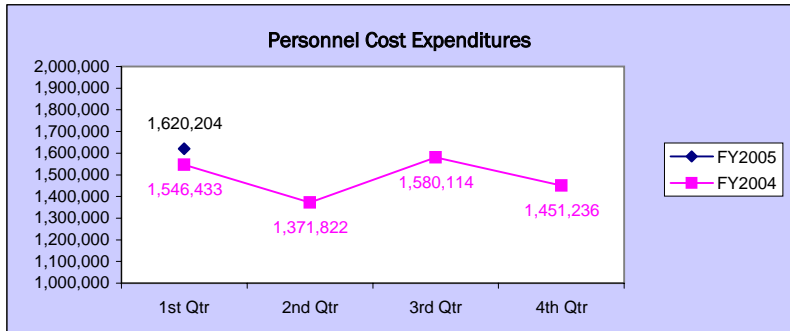
There was a reduction in the FY 2003 base of \$1,107,800 for one-time expenditures.

FY 2004: The FY 2003 General Fund base was reduced by \$687,400 due to low revenue projections. The Federal Fund appropriation increased \$5,114,800. OSBE is the State Education Agency (SEA) for the federal funds that come from the U.S. Department of Education. OSBE is responsible for the administration of the expanded Assessment and Accountability program, Teacher Standards, Limited English Proficiency program and supervision of federally-funded programs across all school districts.

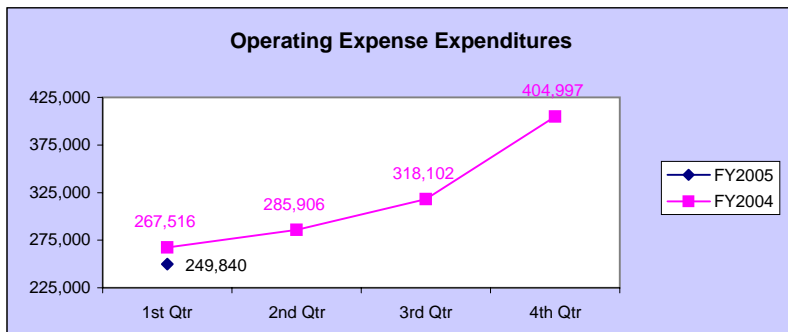
FY 2005: During the first quarter the Assessment and Accountability program paid over \$5 million for the Plato program and part of the NWEA contract. This was paid from federal funds.

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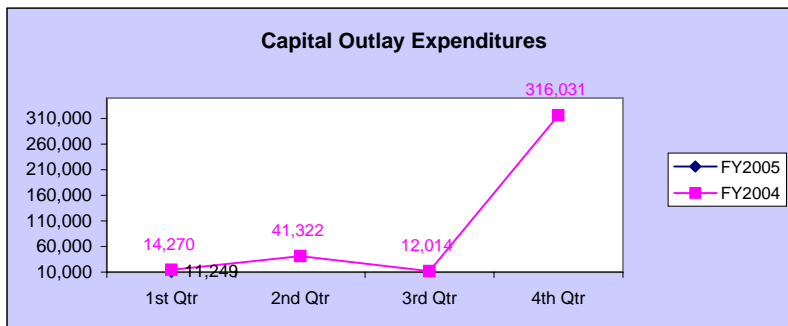
**Idaho School for the Deaf and the Blind**  
**Performance Report to the State Board of Education**  
**Quarterly Financial Data for FY 2004 and FY 2005**



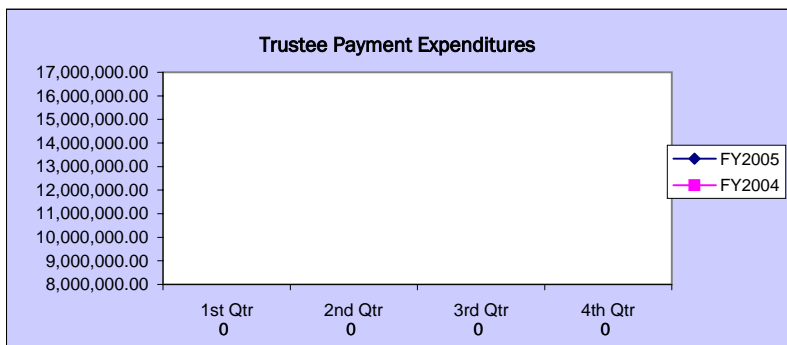
**Personnel Cost Expenditures:** Paid out 1% bonus in 1st quarter of FY05. (\$56,200)



**Operating Expense Expenditures:** Fluctuation is mainly due to lower fees paid to State agencies (SCO, etc.).

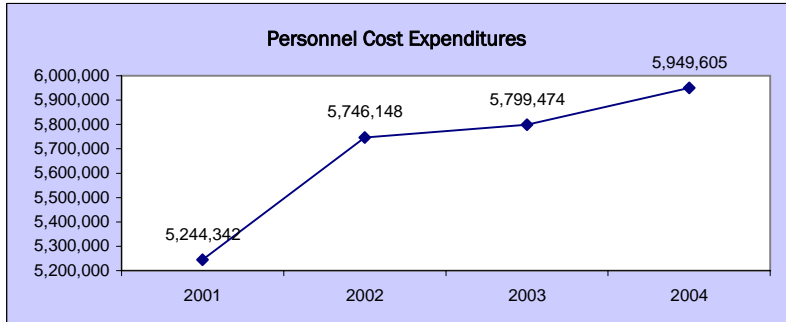


**Capital Outlay Expenditures:** Capital Expenditures were delayed until the 4th quarter to ensure budget issues were handled.

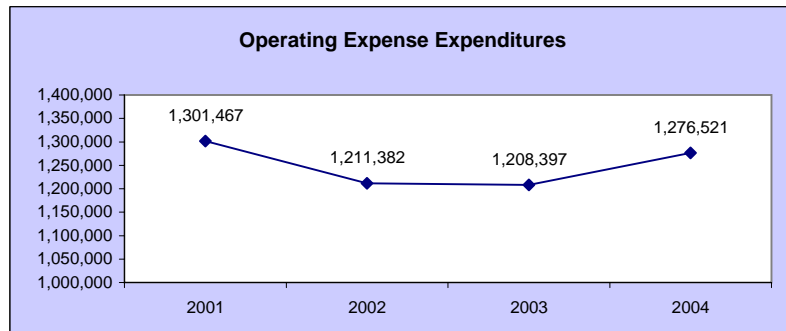


**Trustee Payment Expenditures:** ISDB does not have any trustee payments.

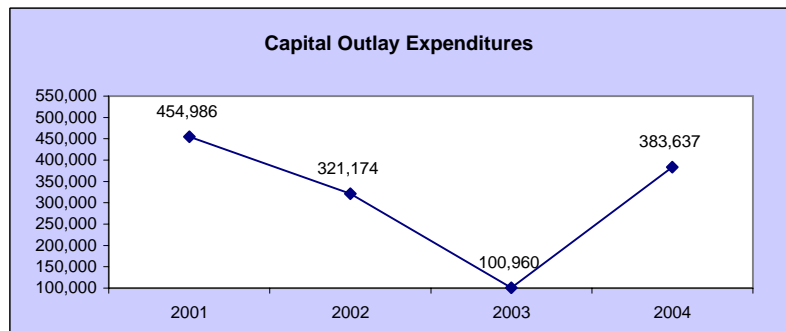
**Idaho School for the Deaf and the Blind  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



**Personnel Cost Expenditures:** In FY02, received \$236,800 in CEC increases; \$50,000 for salary competitiveness increase and \$47,000 for a post secondary transition staff member. FY02 was a lump sum budget allocation, with a \$404,000 allocation increase for PC.



**Operating Expense Expenditures:** FY01 includes \$106,171 of transfers from PC into OE, whereas FY00 includes \$74,894 of transfers out of OE into CO to cover CO needs. This is a fluctuation of almost \$256,000.



**Capital Outlay Expenditures:** Decrease in FY03 due to putting PC savings into Contingency Fund rather than transferring to CO. Balances in FY00-02 were due to transfers into CO from PC due to PC savings from unfilled / open positions.



**Idaho School for the Deaf and the Blind**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through September 2004**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION	7,371,800	421,500	7,793,300	7,051,500	417,200	7,468,700	7,183,600	431,700	7,615,300	7,449,300	368,700	7,818,000
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	5,731,980	14,168	5,746,148	5,793,039	6,435	5,799,474	5,945,974	3,631	5,949,605	1,620,204	-	1,620,204
OPERATING EXPENDITURES												
3 Communication Costs	55,086	5	55,091	68,150	5	68,155	65,807	-	65,807	19,776	-	19,776
4 Employee Development	33,305	610	33,915	26,039	1,403	27,442	29,840	3,413	33,253	2,398	-	2,398
5 General Services	9,374	127	9,501	11,102	-	11,102	14,071	400	14,471	4,640	-	4,640
6 Professional Services	80,199	55,379	135,578	122,876	(871)	122,005	106,703	81,837	188,540	(30,342)	54,775	24,433
7 Repair & Maintenance Services	53,495	1,416	54,911	40,687	800	41,487	95,311	594	95,905	18,758	-	18,758
8 Administrative Services	7,725	707	8,432	10,923	131	11,054	14,991	485	15,476	3,399	38	3,437
9 Computer Services	12,569	-	12,569	12,758	-	12,758	19,447	-	19,447	2,684	-	2,684
10 Employee Travel	42,086	663	42,749	30,469	2,585	33,054	40,966	2,515	43,481	14,480	1,959	16,439
11 Administrative Supplies	16,946	-	16,946	20,735	-	20,735	22,156	-	22,156	5,524	-	5,524
12 Fuel Costs	36,096	-	36,096	42,484	-	42,484	47,116	-	47,116	5,237	133	5,370
13 Manufacturing & Merchandise Costs	208	-	208	91	-	91	13	-	13	13	-	13
14 Computer Supplies	80,336	32,201	112,537	46,297	2,088	48,385	38,452	12,418	50,870	23,766	-	23,766
15 Repair & Maintenance Supplies	70,606	709	71,315	97,829	-	97,829	82,414	-	82,414	19,099	-	19,099
16 Institutional & Residential Supplies	85,890	12,940	98,830	66,005	19,663	85,668	63,505	29,896	93,401	5,223	7,262	12,485
17 Specific Use Supplies	89,349	15,364	104,713	106,999	1,552	108,551	83,103	15,616	98,719	8,420	12,736	21,156
18 Insurance	30,726	-	30,726	30,351	-	30,351	35,126	-	35,126	462	-	462
19 Utility Charges	119,417	55,652	175,069	41,106	113,564	154,670	40,965	104,268	145,233	19,379	2,305	21,684
20 Rental & Operating Leases	51,678	6,151	57,829	48,615	-	48,615	50,860	600	51,460	13,369	-	13,369
21 Miscellaneous	152,519	1,848	154,367	239,825	4,136	243,961	165,051	8,582	173,633	30,421	3,926	34,347
22 Subtotal Operating Expenditures:	1,027,610	183,772	1,211,382	1,063,341	145,056	1,208,397	1,015,897	260,624	1,276,521	166,706	83,134	249,840
23 CAPITAL OUTLAY:	236,061	85,113	321,174	34,999	65,961	100,960	225,098	158,539	383,637	7,577	3,672	11,249
24 TRUSTEE & BENEFITS:	-	-	-	-	-	-	-	-	-	-	-	-
25 GRAND TOTAL:	6,995,651	283,053	7,278,704	6,891,379	217,452	7,108,831	7,186,969	422,794	7,609,763	1,794,487	86,806	1,881,293
26 % Change Over/Under Prior Year	n/a	n/a	n/a	-1%	-23%	-2%	4%	94%	7%			
27 % of Appropriation Remaining										76%	76%	76%
28 % of Months Remaining										75%	75%	75%

**STRATEGIC PLAN & KEY ISSUES UPDATE**  
**Idaho School for the Deaf and the Blind**  
**Performance Measures**

In reference to the ISDB Strategic Plan, listed below are the 3 – 5 key elements of concern or focused interest this quarter. Under each key element are listed 2 – 4 bullets explaining exactly what ISDB is doing to correct the problem or what the agency has done to accomplish the goal.

**1. Educational Staff Pay Equity**

- a. Current pay scale 23% behind surrounding "peer" organizations
- b. State pay increases consistently lagging behind local school districts
- c. #1 issue in AHC priority drill this year

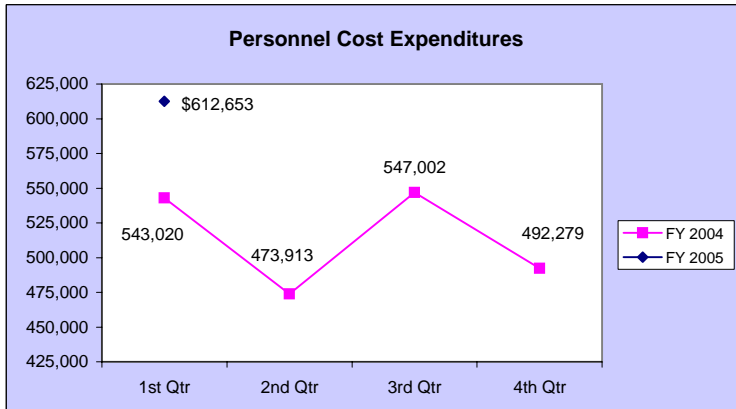
**2. Legislative Relief for a Single, Unified Payroll System for all ISDB Staff**

- a. Submitted proposal thru OSBE for statute change
- b. Employees benefit from year-round pay check and benefits
- c. Agency has more flexibility in scheduling workforce around school year needs
- d. Both Classified & Non-Classified employees will enjoy the same stability

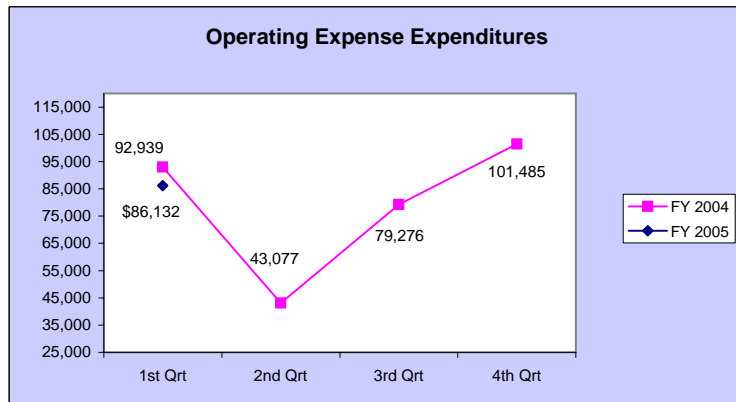
**3. Study on Development of Regionally Based Service Delivery Options**

- a. Develop strategic plans for conducting study to determine feasibility
- b. Explore potential for reducing overall cost while improving service in rural areas
- c. Benchmarking with other states that currently employ this model
- d. Require outside consultant; neither OSBE or ISDB has manpower to spare

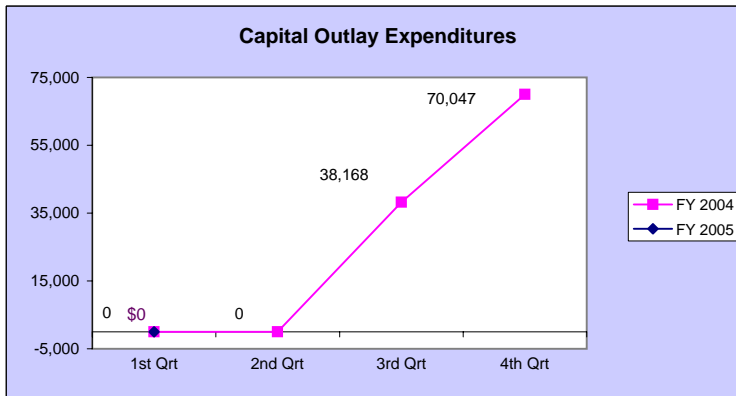
**Division of Professional - Technical Education  
Performance Report to the State Board of Education  
Quarterly Financial Data for FY 2004 and FY 2005**



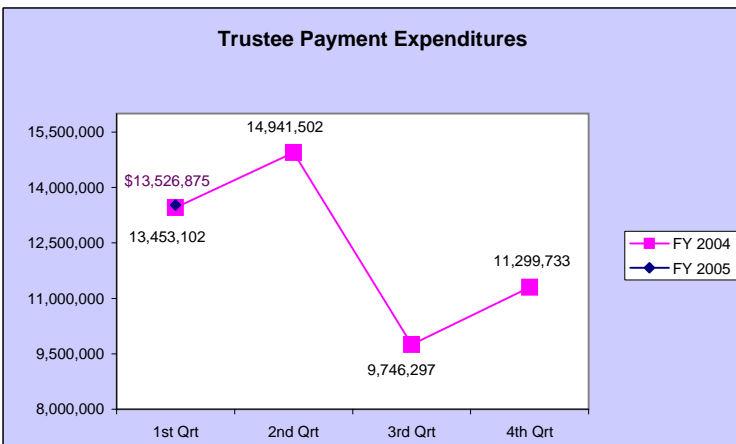
**Personnel Cost Expenditures:** Fluctuation is due to having three payrolls in the 1st and 3rd quarters. FY05 1st quarter expenditures includes House Bill 805 1% payments.



**Operating Expense Expenditures:** Fluctuation is due to fixed operating costs for rent due in 1st and 3rd quarters. FY04 4th quarter expenditures included one-time non-reoccurring expenditures for computer programming.

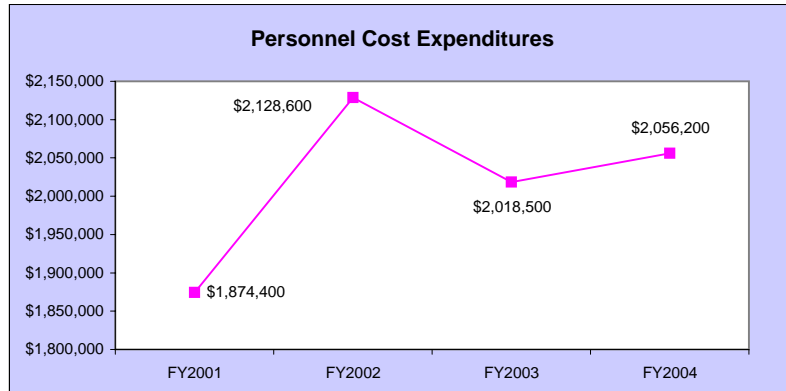


**Capital Outlay Expenditures:** FY04 Capital Expenditures were delayed until the 3rd and 4th quarter due to unknown budget issues related to holdbacks and vacant positions.

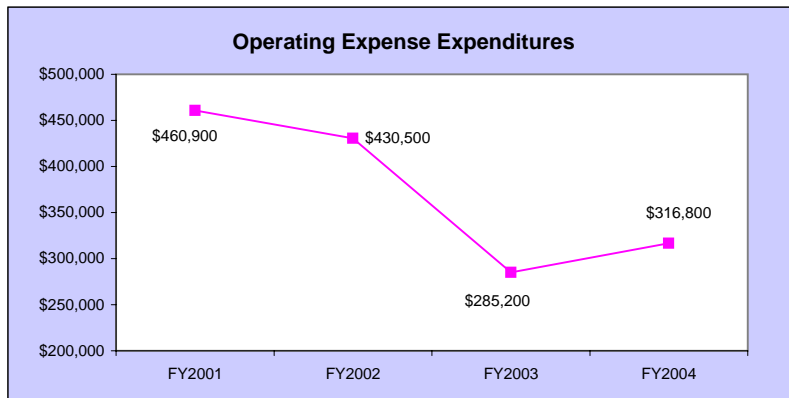


**Trustee Payment Expenditures:** Trustee Payment expenditures are dependent on Trustee claim patterns which are extremely variable. Seventy percent payments for secondary schools and professional-technical schools are made in the 2nd or 3rd quarter.

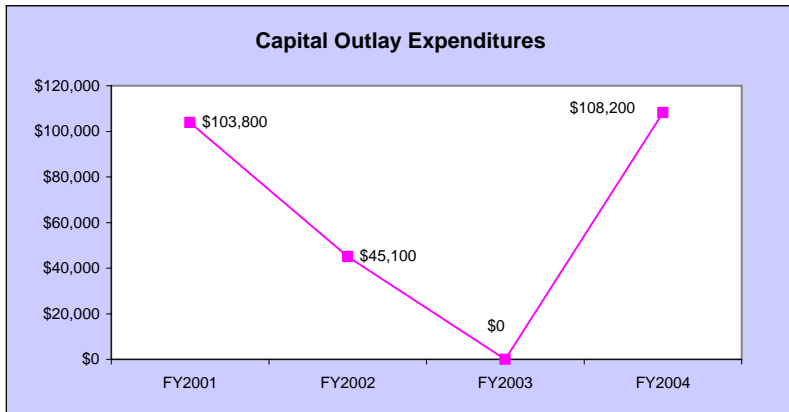
**Division of Professional - Technical Education  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



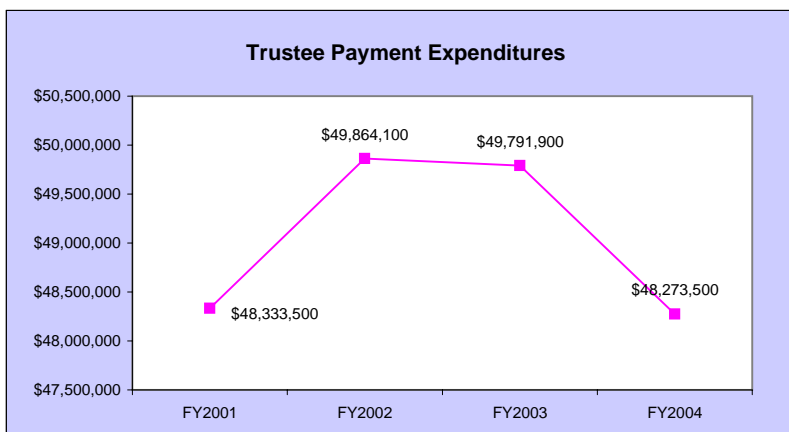
**Personnel Cost Expenditures:** Increase from FY01 to FY02 was due to a vacant position in FY01 and to appropriation increases for employee benefits, CEC and one new position in FY02. Decrease for FY03 was due to a base reduction in funding.



**Operating Expense Expenditures:** Fluctuation in FY03 was due to a base reduction in funding.



**Capital Outlay Expenditures:** Fluctuation in FY02 was due to less carry over funds available. FY03 reduction was due to a base reduction in funding and no carry over or transfer authority.



**Trustee Payment Expenditures:** Trustee Payment expenditures are dependent on Trustee claim patterns which are extremely variable. Base reduction in funding is not recognized due to prior year encumbrance clearance.

**Division of Professional-Technical Education**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through September 2004**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION	51,333,458	11,742,884	63,076,342	47,585,174	12,420,763	60,005,937	47,651,853	12,234,158	59,886,011	50,835,726	12,019,292	62,855,018
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	1,711,374	417,196	2,128,570	1,596,234	422,284	2,018,517	1,621,323	434,891	2,056,214	488,430	124,223	612,653
OPERATING EXPENDITURES												
3 Communication Costs	41,508	1,007	42,515	26,529	2,870	29,399	16,770	6,264	23,033	9,376	-	9,376
4 Employee Development	6,879	4,659	11,537	3,316	1,109	4,424	2,727	1,768	4,494	2,664	-	2,664
5 General Services	770	5,637	6,407	2,384	50	2,434	1,902	4,078	5,980	5,551	-	5,551
6 Professional Services	10,053	-	10,053	6,000	-	6,000	6,000	-	6,000	6,000	-	6,000
7 Repair & Maintenance Services	2,538	1,025	3,563	1,558	265	1,823	1,446	-	1,446	366	-	366
8 Administrative Services	23,105	2,064	25,168	3,292	2,820	6,112	4,401	2,558	6,958	940	-	940
9 Computer Services	74,315	15,292	89,607	41,396	5,523	46,918	75,502	50	75,552	-	-	-
10 Employee Travel	62,266	23,832	86,098	30,845	29,379	60,224	34,108	24,430	58,537	5,471	388	5,859
11 Administrative Supplies	10,151	3,628	13,779	6,424	2,792	9,215	7,263	2,382	9,645	2,653	-	2,653
12 Fuel Costs	38	16	53	-	-	-	-	-	-	-	-	-
13 Manufacturing & Merchandise Costs	-	-	-	-	-	-	-	-	-	-	-	-
14 Computer Supplies	14,059	1,319	15,378	2,512	625	3,137	8,944	1,077	10,021	30	-	30
15 Repair & Maintenance Supplies	425	308	733	-	-	-	299	-	299	-	-	-
16 Institutional & Residential Supplies	-	-	-	-	-	-	-	-	-	-	-	-
17 Specific Use Supplies	10	81	91	-	86	86	119	44	163	-	-	-
18 Insurance	3,016	-	3,016	3,235	-	3,235	5,146	-	5,146	-	-	-
19 Utility Charges	-	-	-	-	-	-	-	-	-	-	-	-
20 Rental & Operating Leases	90,635	9,610	100,245	59,126	39,819	98,946	57,109	36,749	93,858	28,051	17,493	45,544
21 Miscellaneous	21,710	572	22,281	13,224	-	13,224	15,589	55	15,644	7,149	-	7,149
22 Subtotal Operating Expenditures:	361,476	69,049	430,525	199,839	85,337	285,176	237,324	79,454	316,778	68,251	17,881	86,132
23 CAPITAL OUTLAY:	45,128	-	45,128	-	-	-	108,215	-	108,215	-	-	-
24 TRUSTEE & BENEFITS:	43,008,776	6,855,316	49,864,092	42,356,946	7,434,947	49,791,892	40,816,067	7,457,421	48,273,488	10,696,900	2,829,975	13,526,875
25 GRAND TOTAL:	45,126,754	7,341,561	52,468,314	44,153,018	7,942,567	52,095,586	42,782,929	7,971,766	50,754,695	11,253,581	2,972,079	14,225,660
26 % Change Over/Under Prior Year	n/a	n/a	n/a	-2%	8%	-1%	-3%	0%	-3%			
27 % of Appropriation Remaining										78%	75%	77%
28 % of Months Remaining										75%	75%	75%

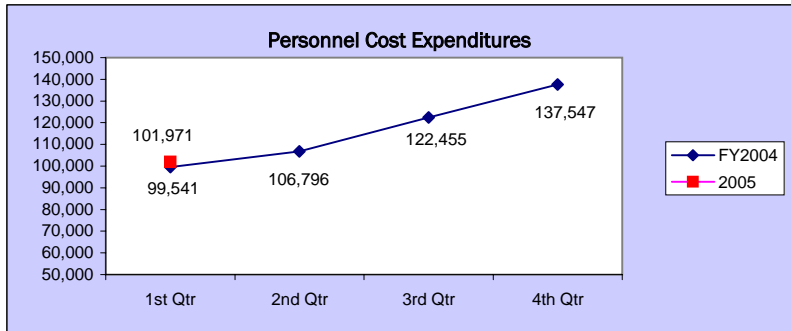
**STRATEGIC PLAN AND KEY ISSUES UPDATE**  
**Division of Professional - Technical Education**  
**Performance Measures**

In reference to the DPTE Strategic Plan, listed below are 3-5 key elements of concern or focused-interest this quarter. Under each key element are listed 2-4 bullets explaining what DPTE is doing to correct the problem or what DPTE has done to accomplish the goal.

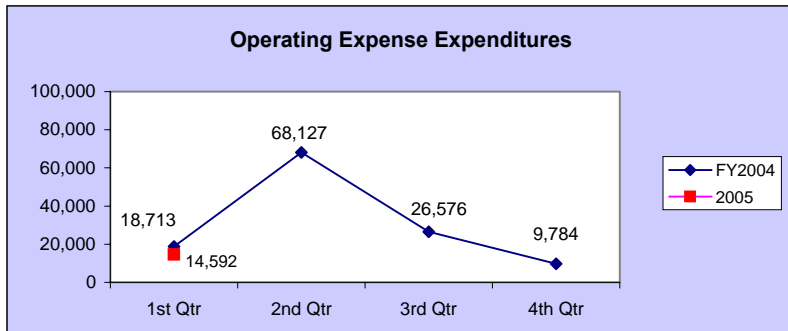
1. Develop effective and cost efficient professional-technical models of education. (G-IV, Obj  
a. Target Perkins funds to meet secondary/postsecondary student needs  
b. Implement career clusters to improve organization and delivery  
c. Expand partnership opportunities to meet needs for new programs
2. Increase the number of qualified professional-technical educators. (G-I, Obj 4)  
a. Coordinate additional teacher pre-service and in-service workshops  
b. Improve teacher certification to target specific needs  
c. Increase participation of PTE instructors in academic integration training
3. Support placement and completion rates for professional-technical students. (G- III, Obj 6)  
a. Increase student leadership activities.  
b. Increase student organization membership  
c. Address special population, minority and other at risk populations in PTE
4. Assess and prioritize professional-technical workforce development needs. (G-III, Obj 1)  
a. Conduct faculty and staff training on ISIMS project  
b. Improve delivery of fire service and hazardous materials training  
c. Increase the percent of adults served by workforce education

**Idaho Career Information System (CIS)  
Performance Report to the State Board of Education  
Quarterly Financial Data for FY 2004 and FY 2005**

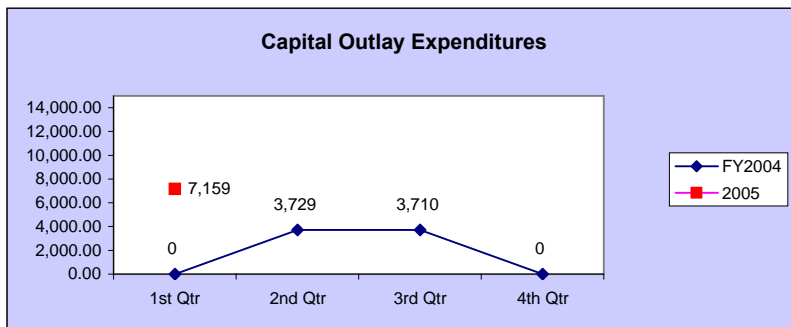
**All Sources**



**Personnel Cost Expenditures:** There were no salary increases or vacancies in 2004. Increases are due to employee benefit cost increases, primarily in health care costs.

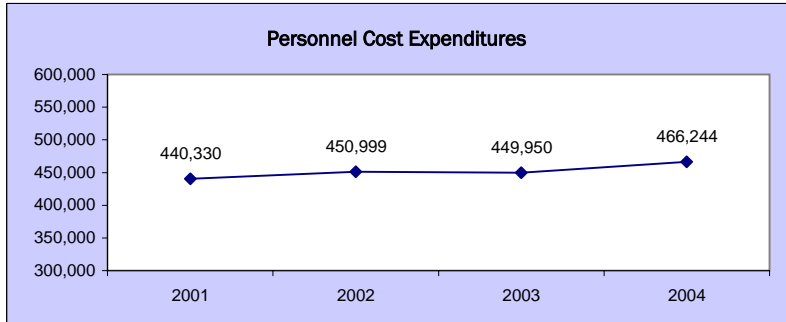


**Operating Expense Expenditures:** The largest operating expenses are generally reflected in the 2nd Qtr. expense report. The single largest expenditure is the intoCareers contract for the CIS licensed software, joint purchase of national school and scholarship information, and internet hosting and delivery services..

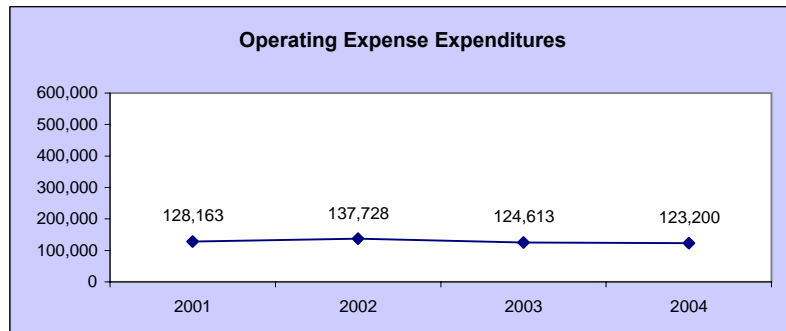


**Capital Outlay Expenditures:** Some capital expenditures were delayed in 2003 due to unknown budget regarding a possible holdback. FY04 expenditures reflect normal computer rotation and a new office printer.

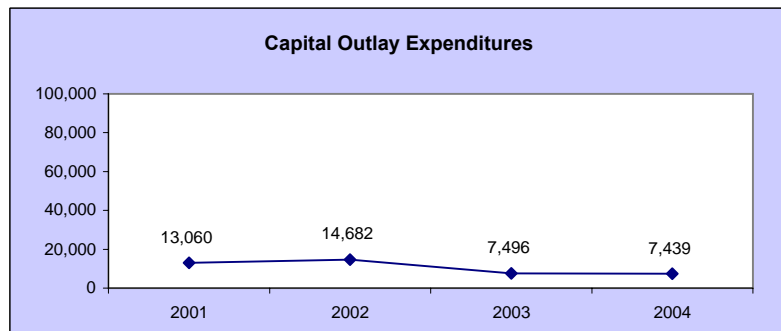
**Idaho Career Information System (CIS)  
Performance Report to the State Board Of Education  
Prior Four Year Comparison**



**Personnel Cost Expenditures:** There is very little fluctuation in personnel costs because there has been no staff turnover since FY 2001. Increases are primarily due to increases in the cost of health care.



**Operating Expense Expenditures:** Reductions in operating costs is primarily due to savings achieved from moving to Windows and MAC platforms to internet delivery of career information.



**Capital Outlay Expenditures:** Expenditures reflect the normal course of computer rotation plus the purchase of two new office printers.



**Idaho Career Information System**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through September 2004**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION		679,709	679,709		679,832	679,832		685,044	685,044		703,020	703,020
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:		449,401	449,401		452,595	452,595		458,501	458,501		132,020	132,020
OPERATING EXPENDITURES												
3 Communication Costs		6,041	6,041		4,538	4,538		4,431	4,431		60	60
4 Employee Development		2,754	2,754		1,893	1,893		2,383	2,383		130	130
5 General Services		500	500		1,135	1,135		-	-		-	-
6 Professional Services		1,919	1,919		822	822		503	503		61	61
7 Repair & Maintenance Services		-	-		-	-		62	62		-	-
8 Administrative Services		19,799	19,799		11,062	11,062		5,516	5,516		2,653	2,653
9 Computer Services		81,903	81,903		75,673	75,673		74,985	74,985		-	-
10 Employee Travel		13,128	13,128		12,298	12,298		12,220	12,220		633	633
11 Administrative Supplies		3,293	3,293		4,062	4,062		1,703	1,703		715	715
12 Fuel Costs		-	-		-	-		-	-		-	-
13 Manufacturing & Merchandise Costs		-	-		-	-		-	-		-	-
14 Computer Supplies		4,963	4,963		3,122	3,122		1,933	1,933		735	735
15 Repair & Maintenance Supplies		225	225		136	136		40	40		-	-
16 Institutional & Residential Supplies		-	-		-	-		-	-		-	-
17 Specific Use Supplies		-	-		450	450		447	447		-	-
18 Insurance		-	-		-	-		-	-		-	-
19 Utility Charges		-	-		-	-		-	-		-	-
20 Rental & Operating Leases		17,388	17,388		16,912	16,912		16,580	16,580		9,108	9,108
21 Miscellaneous		1,710	1,710		1,416	1,416		2,784	2,784		669	669
22 Subtotal Operating Expenditures:	-	153,623	153,623	-	133,519	133,519	-	123,587	123,587	-	14,765	14,765
23 CAPITAL OUTLAY:		14,682	14,682		7,996	7,996		7,248	7,248		7,159	7,159
24 TRUSTEE & BENEFITS:												
25 GRAND TOTAL:	-	617,706	617,706	-	594,109	594,109	-	589,336	589,336	-	153,944	153,944
26 % Change Over/Under Prior Year	n/a	n/a	n/a		-4%	-4%		-1%	-1%			
27 % of Appropriation Remaining											78%	78%
28 % of Months Remaining											75%	75%

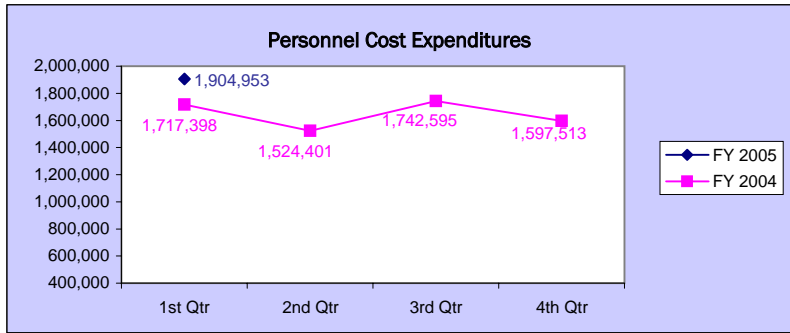
Comments: CIS is funded from fund 0348 Federal Fund and fund 0349 Miscellaneous Revenue Fund.

**STRATEGIC PLAN & KEY ISSUES UPDATE**  
**The Idaho Career Information System Mission and Goals**  
**Performance Measures**

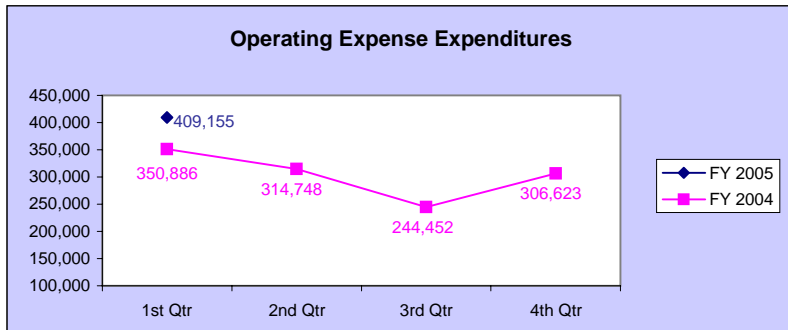
As part of the PTE Strategic Plan, CIS develops career information about Idaho and the nation that is developmentally appropriate, delivers it to people throughout Idaho using the most current technology and helps career development professionals integrate it into their school and agency programs.

1. Develop and maintain career Information about Idaho and the nation that is accurate, current, locally relevant, unbiased, and understandable.
  - a. Meet industry standards as defined by the Association of Computer-Based Systems for Career Information (ACSCI).
  - b. Participate in a two-day professional development conference with CIS Information Analysis staff throughout the country who develop career information.
  - c. Continually review and update CIS information files as data becomes available
2. Deliver Career Information to schools and agency offices throughout Idaho using the most current and sophisticated technology available.
  - a. Participate in a meeting with CIS Directors from throughout the country in December.
  - b. Maintain and update monthly the eCIS front page
  - c. Provide information and incentives for current user sites to eCIS only.
3. Provide training, technical assistance and marketing to those who need and can benefit from it.
  - a. Participate in the ACRN and ACSCI conferences in December.
  - b. Maintain and update the CIS web site monthly.
  - c. Compile evaluative information about the seven regional fall workshops.

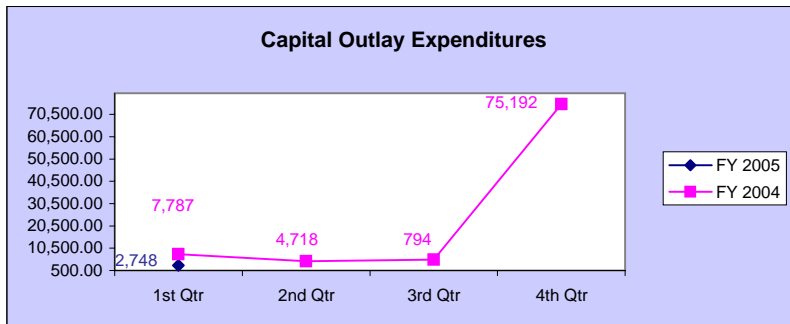
**Division of Vocational Rehabilitation**  
**Performance Report to the State Board of Education**  
**Quarterly Financial Data for FY 2004 and FY 2005**



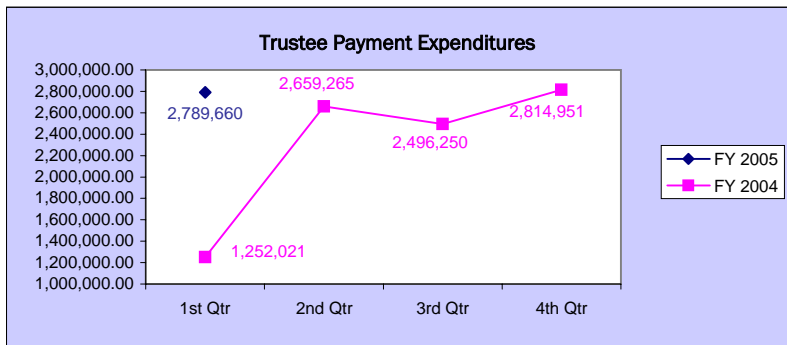
**Personnel Cost Expenditures:** Fluctuation in the third quarter is due to more vacancies at the end of FY 2003 compared to FY 2004 and also having three payrolls in the 1st and 3rd quarters. The increase between first quarter last year and this year is primarily due to the CEC for the FY 2005 and also a decrease in vacant positions in this quarter compared to the same in FY 2004.



**Operating Expense Expenditures:** Fluctuation is due to the payment of some rents in the first quarter of FY 2005 and not in the first quarter of FY 2004. The increase also reflects an increase in rents due to inflation and also the elimination of cash discounts accepted by lessors in FY 2004 and not in FY 2005.

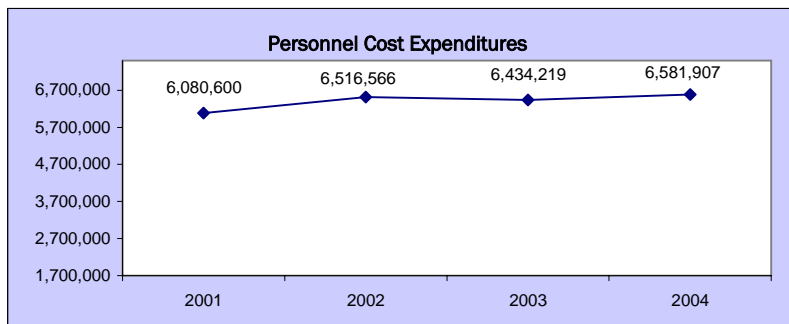


**Capital Outlay Expenditures:** Capital Expenditures were delayed until the 3rd quarter due to unknown budget issues related to holdbacks and vacant positions. The agency has made a practice of purchasing capital outlay in the last quarter of the year. We have not been appropriated funds for replacement capital outlay since FY 2003.

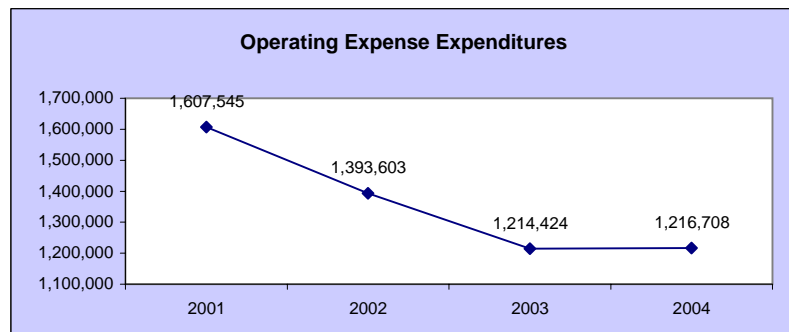


**Trustee Payment Expenditures:** Trustee Payment expenditures increased significantly in FY 2005 due to management decisions made in prior years creating a \$2.1 million carryover of the prior year's federal grant of which was allotted to trustee payments for direct client services. The first quarter of the state fiscal year is the last quarter of the federal fiscal year and the natural winding down of expenditures occurs during this quarter. There is also the significant tuition bills for clients that occur in the second and fourth quarters.

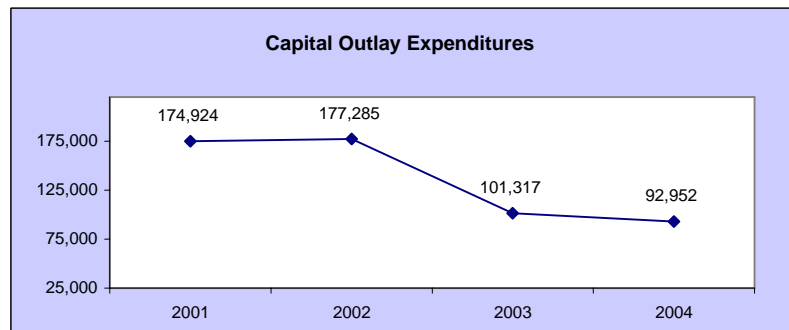
**Division of Vocational Rehabilitation**  
**Performance Report to the State Board of Education**  
**Prior Four Year Comparison**



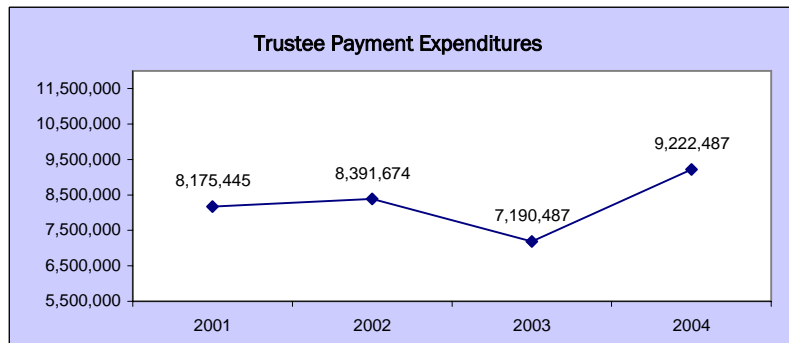
**Personnel Cost Expenditures:** The increase between FY 2001 and FY 2002 was partly due to an approximately \$200,000 Change in Employee Compensation (CEC) package implemented in July 2001, as well as a \$60,000 bonus package. Management also changed the timing of promotions from the end of the fiscal year to awarding these throughout the year in FY 2002, which resulted in increased expenditures in that year. The decrease in FY03 was due to an intentional delay in hiring to curtail overall spending due to the economic conditions.



**Operating Expense Expenditures:** Fluctuations between FY 2001 to FY 2002 and then to FY 2003 were driven by an approximate \$200,000 emergency negative supplemental in FY 2001 by Senate Bill 1238, and then a \$164,100 negative supplemental in FY 2002 and then another \$133,700 holdback in FY 2003. These holdbacks are reflected in Operating Expenditures. The agency significantly cut travel and training expenditures in FY 2002 and 2003 due to the economic conditions.



**Capital Outlay Expenditures:** Due to the economic conditions, the agency has not been appropriated Capital Outlay authority since FY 2001. Of the \$277,200 appropriated in FY 2001, only \$174,924 was expended. Future expenditures in FY 2002, 2003 and 2004 were accomplished by transfers of authority from salary savings and trustee and benefit and were only completed for items necessary for normal operations. The agency vacated its four year replacement cycle for capital outlay and only replaced items of necessity.



**Trustee Payment Expenditures:** The fluctuations in spending in Trustee Payments is explained partly by the implementation of certain caps on certain expenditures for client services. The decrease in FY 2003 is explained by the implementation of caps during that year and the holdbacks and negative supplemental experienced in 2003. Part of the increase in FY 2004 is due to the loosening of some of those caps on expenditures but also due to a \$2.1 million carryover of the Federal Grant from FY 2003. The agency requested and received non-cog authority in 2004 in the amount of \$1.7 million in order to spend this carryover.

**Division of Vocational Rehabilitation**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through September 2004**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION	3,939,500	13,594,770	17,534,270	3,635,400	13,878,700	17,514,100	3,673,000	15,474,900	19,147,900	7,659,900	14,271,500	21,931,400
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	-	6,516,566	6,516,566	-	6,434,219	6,434,219	-	6,581,907	6,581,907	13,775	1,891,178	1,904,953
OPERATING EXPENDITURES												
3 Communication Costs	-	226,249	226,249	-	223,999	223,999	-	357,095	357,095	-	68,522	68,522
4 Employee Development	-	16,724	16,724	-	25,023	25,023	-	47,398	47,398	-	15,604	15,604
5 General Services	-	51,807	51,807	-	53,406	53,406	-	25,873	25,873	-	9,877	9,877
6 Professional Services	-	17,395	17,395	-	20,574	20,574	-	24,867	24,867	-	2,727	2,727
7 Repair & Maintenance Services	-	14,715	14,715	-	61,652	61,652	-	111,437	111,437	-	21,317	21,317
8 Administrative Services	-	19,725	19,725	-	11,550	11,550	-	7,388	7,388	-	732	732
9 Computer Services	-	145,082	145,082	-	1,355	1,355	-	85,985	85,985	25,000	3,139	28,139
10 Employee Travel	-	106,202	106,202	-	97,067	97,067	-	121,443	121,443	-	44,784	44,784
11 Administrative Supplies	-	44,408	44,408	-	38,915	38,915	-	44,377	44,377	-	15,021	15,021
12 Fuel Costs	-	11,440	11,440	-	13,440	13,440	-	14,919	14,919	-	5,010	5,010
13 Manufacturing & Merchandise Costs	-	-	-	-	-	-	-	-	-	-	-	-
14 Computer Supplies	-	206,309	206,309	-	82,164	82,164	-	15,508	15,508	-	6,271	6,271
15 Repair & Maintenance Supplies	-	19,561	19,561	-	10,733	10,733	-	18,711	18,711	-	6,494	6,494
16 Institutional & Residential Supplies	-	-	-	-	-	-	-	-	-	-	-	-
17 Specific Use Supplies	-	991	991	-	412	412	-	1,130	1,130	-	120	120
18 Insurance	-	10,730	10,730	-	9,610	9,610	-	8,912	8,912	-	-	-
19 Utility Charges	-	1,668	1,668	-	2,246	2,246	-	2,402	2,402	-	456	456
20 Rental & Operating Leases	-	407,656	407,656	-	467,497	467,497	-	368,941	368,941	13,310	114,320	127,630
21 Miscellaneous	-	92,940	92,940	-	94,780	94,780	-	124,001	124,001	-	52,524	52,524
22 Subtotal Operating Expenditures:	-	1,393,603	1,393,603	-	1,214,424	1,214,424	-	1,380,389	1,380,389	38,310	366,918	405,228
23 CAPITAL OUTLAY:		228,480	228,480	-	169,528	169,528	-	228,902	228,902	-	2,748	2,748
24 TRUSTEE & BENEFITS:	3,939,483	5,016,383	8,955,866	3,635,357	5,390,564	9,025,921	3,662,152	6,248,035	9,910,187	1,676,768	1,052,500	2,729,268
25 GRAND TOTAL:	3,939,483	13,155,032	17,094,515	3,635,357	13,208,735	16,844,092	3,662,152	14,439,233	18,101,385	1,728,852	3,313,344	5,042,196
26 % Change Over/Under Prior Year	n/a	n/a	n/a	-8%	0%	-1%	1%	9%	7%			
27 % of Appropriation Remaining										77%	77%	77%
28 % of Months Remaining										75%	75%	75%

Comments:

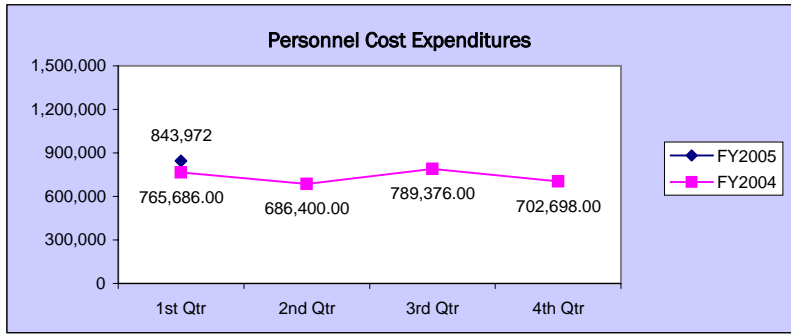
Encumbered amounts at end of year are included in expenditures.

**STRATEGIC PLAN AND KEY ISSUES UPDATE**  
**Division of Vocational Rehabilitation**  
**Performance Measures**

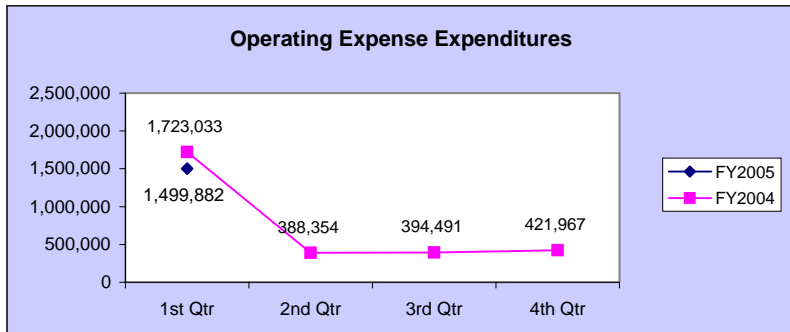
In reference to the Idaho Division of Vocational Rehabilitation Strategic Plan, listed below are key elements of concern or focused interest this quarter. Under each key element are listed bullets explaining exactly what IDVR is doing to correct the problem or what the agency has done to accomplish the goal.

1. More fully utilize the expertise of the Field Services Employee Council (FSEC).
  - a. Elected a new Chairman of the FSEC.
  - b. Developed a Mission Statement to guide and direct the activities of the FSEC.
  - c. The Administrator has met with the FSEC to discuss and clarify their responsibilities.
  - d. The Council was expanded to include all support staff as well as VR Counselors and Field Services Staff.
  - e. Recommendations from the FSEC were incorporated into the planning of the Agency's In-Service Training.
2. Establish statewide consistency for orientation and training to ensure continuity among all levels of staff.
  - a. Developed an electronic newsletter to better disseminate information throughout the agency.
  - b. Purchased equipment to set up video conferencing capabilities throughout the agency.
  - c. Staff attended the National Employment Conference in Washington D.C. increase employment development efforts statewide.
  - d. Regional Managers and Central Office Staff attended federal and RSA Region X meetings.
3. Adequately meet the needs of the increasing Adult Corrections population statewide.
  - a. Development of and participation in the Team Mentoring Project designed to provide support to offenders being released to the community to support their vocational rehabilitation.
  - b. Developed and implemented an agreement with the Idaho Department of Correction for a Vocational Rehabilitation Counselor who provides services to eligible VR clients prior to release from the institution and during transition into the community and employment.
  - c. Organized a work group to apply for a Department of Justice Grant to provide additional services to VR eligible individuals in the Correction's population.
4. Cultivate and maintain close collaborative relationships with our community partners.
  - a. Administrator attended the Idaho Association of Community Rehabilitation Programs meetings
  - b. Hired two staff to run the Community Supported Employment/Work Services program.
  - c. Successfully implemented a bill paying system for Community Rehabilitation Programs for the Community Support Employment/Work Services program.

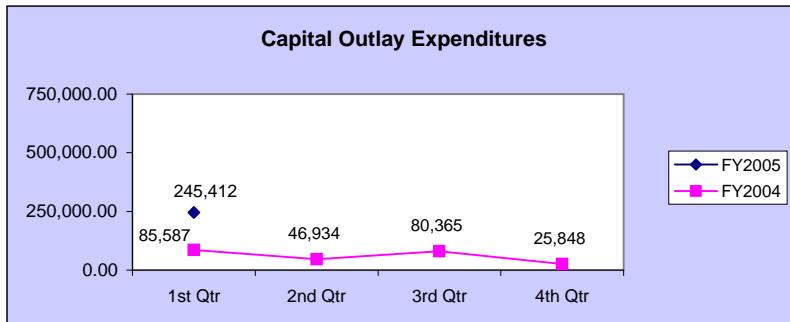
**Idaho Public Television**  
**Performance Report to the State Board of Education**  
**Quarterly Financial Data for FY 2004 and FY 2005**



**Personnel Cost Expenditures:** Increased personnel and benefit costs account for increased personnel costs in the first quarter 2005. No new FTE were added.

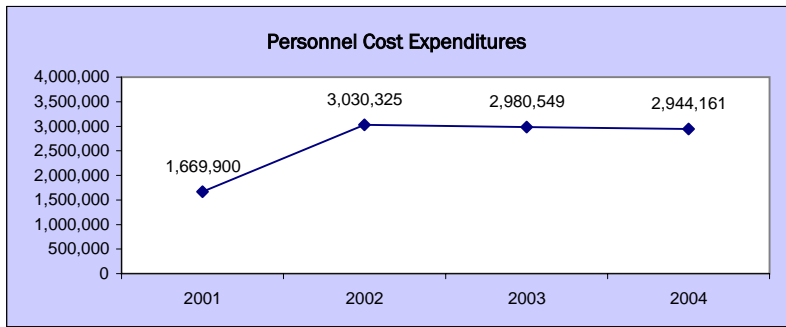


**Operating Expense Expenditures:** Please note that high expenditures in 1st Qtr are the result of the payment PBS programming fees and building lease costs.

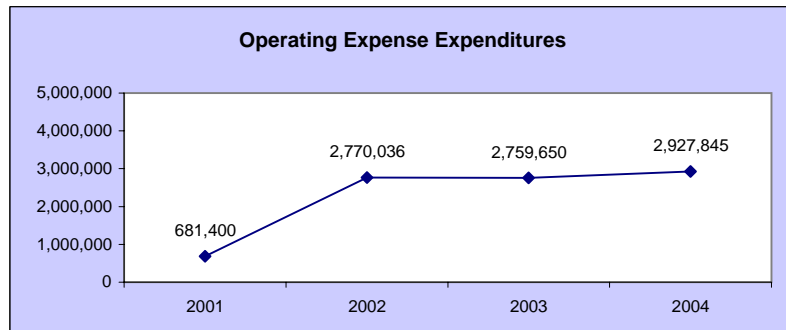


**Capital Outlay Expenditures:** Capital Expenditures are a result of grant funded projects including phone and computer upgrades and two field engineering trucks.

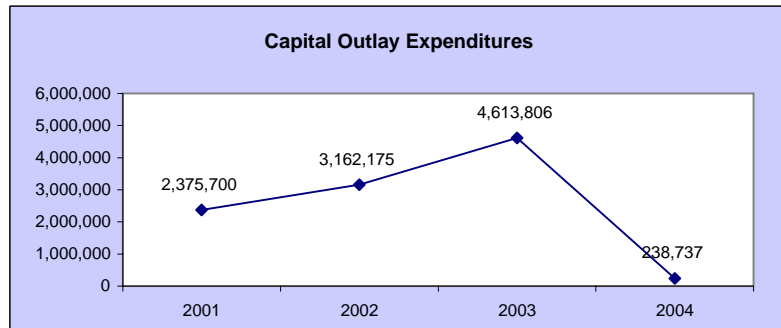
**Idaho Public Television  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



**Personnel Cost Expenditures:** As reported in previous SBoE Quarterly Dashboard Reports, IdahoPTV Personnel Costs have trended down over the last three fiscal years as a result of reductions in support from the State of Idaho.



**Operating Expense Expenditures:** As reported in previous SBoE Quarterly Dashboard Reports, IdahoPTV Operating Expenses have trended flat over the last three years.



**Capital Outlay Expenditures:** As reported in previous SBoE Quarterly Dashboard Reports, Capital Outlay Expenditures were high in FY 2002 and 2003 because of the mandated conversion of transmitters to digital.



**IDAHO PUBLIC TELEVISION**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through September 2004**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION	7,620,400	800,400	8,420,800	5,417,954	804,600	6,222,554	1,553,200	995,200	2,548,400	1,595,000	861,800	2,456,800
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	1,006,089	800,400	1,806,489	878,900	804,600	1,683,500	845,000	820,200	1,665,200	234,629	239,037	473,667
OPERATING EXPENDITURES												
3 Communication Costs	25,865		25,865	12,169		12,169	30,482		30,482	19,535		19,535
4 Employee Development	22,586		22,586	5,638		5,638	8,359		8,359	10,888		10,888
5 General Services	1,211		1,211	631		631	3,191		3,191	518		518
6 Professional Services	38,454		38,454	63,458		63,458	39,954	9,693	49,647	36,970		36,970
7 Repair & Maintenance Services	18,776		18,776	15,948		15,948	30,671		30,671	13,286		13,286
8 Administrative Services	17,467		17,467	3,356		3,356	17,706		17,706	300		300
9 Computer Services	-		-	-		-	-		-	-		-
10 Employee Travel	11,465		11,465	10,961		10,961	13,884		13,884	7,481		7,481
11 Administrative Supplies	4,550		4,550	620		620	3,330		3,330	1,590		1,590
12 Fuel Costs	2,946		2,946	3,097		3,097	1,345		1,345	3,792		3,792
13 Manufacturing & Merchandise Costs	-		-	70		70	-		-	-		-
14 Computer Supplies	33,725		33,725	136		136	4,540	6,750	11,290	3,415		3,415
15 Repair & Maintenance Supplies	14,994		14,994	5,829		5,829	16,308		16,308	6,150		6,150
16 Institutional & Residential Supplies	-		-	-		-	-		-	-		-
17 Specific Use Supplies	9,371		9,371	958		958	1,404		1,404	162		162
18 Insurance	11,535		11,535	22,091		22,091	34,608		34,608	(12)		(12)
19 Utility Charges	22,598		22,598	72,683		72,683	58,963		58,963	22,877		22,877
20 Rental & Operating Leases	347,916		347,916	341,235		341,235	357,781		357,781	348,734		348,734
21 Miscellaneous	11,295		11,295	22,219		22,219	60,674	32,102	92,776	52,035		52,035
22 Subtotal Operating Expenditures:	594,754	-	594,754	581,100	-	581,100	683,200	48,545	731,745	527,724	-	527,724
23 CAPITAL OUTLAY:	2,514,046		2,514,046	3,821,754	-	3,821,754	25,000	71,238	96,238	-	-	-
24 TRUSTEE & BENEFITS:	-	-	-	-	-	-	-	-	-	-	-	-
25 GRAND TOTAL:	4,114,889	800,400	4,915,289	5,281,754	804,600	6,086,354	1,553,200	939,983	2,493,183	762,354	239,037	1,001,391
26 % Change Over/Under Prior Year	n/a	n/a	n/a	28%	1%	24%	-71%	17%	-59%			
27 % of Appropriation Remaining										52%	72%	59%
28 % of Months Remaining										75%	75%	75%

## **STRATEGIC PLAN AND KEY ISSUES UPDATE**

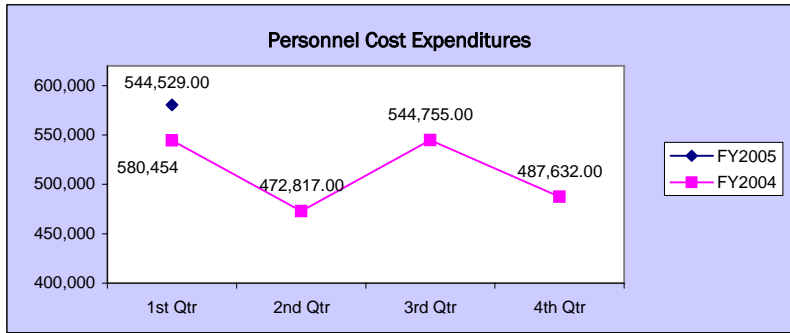
### **Idaho Public Television**

### **Performance Measures**

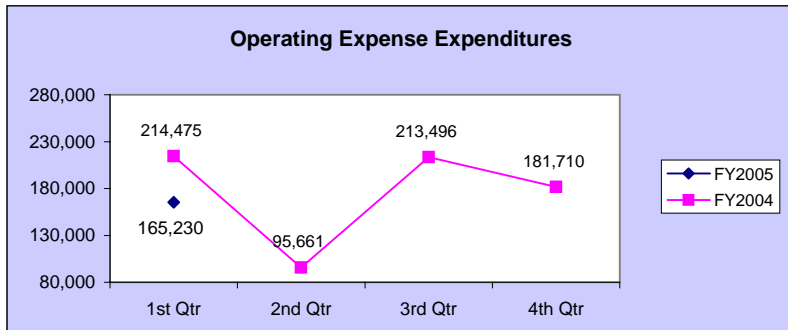
In reference to the IdahoPTV Strategic Plan, listed below are key elements of concern or focused interest this quarter. Under each key element are listed bullets explaining exactly what IdahoPTV is doing to accomplish the goal.

1. Provide access to citizens anywhere of IdahoPTV/PBS resources via the WWW.
  - a. In 1Q2005, Idaho PTV.org had 2,039,365 hits, 259,626 visits, with an average visit length of 3:50.
  - b. In September, Idaho PTV launched a new website for "Moments in Time," readings from the Lewis & Clark Journals, in conjunction with sending DVDs to public schools statewide.
  - c. In September, Idaho PTV launched a website for the new "Outdoor Idaho" program on Priest Lake.
  - d. In September, Idaho PTV premiered a new year of providing regional news from newspapers statewide with Headwater News/University of Montana.
2. Progress towards DTV implementation.
  - a. Signed grant contract with U.S. Department of Agriculture for funds to replace 7 Idaho PTV/KUID translators with digital ready units.
  - b. Began first experimental digital translator service in the northwest with K45HP/Cascade.
  - c. In collaboration with Cable One/Treasure Valley, completed the installation of fiber optic cabling to allow for 24 x 7 high definition service.
  - d. Idaho PTV & DirecTV begin service in September to subscribers in the Boise TV market.
3. Provide relevant Idaho-specific information.
  - a. On July 13, 2004, Idaho PTV provided technical facilities for Gov. Kempthorne to appear on PBS's NewsHour with Jim Lehrer.
  - b. IdahoPTV produced a special Dialogue program in July looking at the life of former Governor Smylie.
  - c. Idaho PTV produced and aired a new Outdoor Idaho program on young people challenging themselves in the outdoors.
  - d. In September, Idaho PTV distributed 1500 DVDs of "Lewis & Clark: Moments in Time" free to Idaho schools statewide with website.
4. Seek increased levels of state, federal and private support.
  - a. Applied for and received an emergency equipment grant totaling \$158,745 from the U.S. Department of Commerce for a video switcher.
  - b. Applied for an emergency equipment grant totaling \$158,745 from the Corporation for Public Broadcasting. Due to the award of the USDC grant, Idaho PTV withdrew this application.
  - c. Applied for and received private matching grants totaling \$20,000 from the Cimino Foundation and Idaho State Broadcasters Assn. for a video switcher.
  - d. Signed grant contract with U.S. Department of Agriculture for \$675,000 to replace the 7 translators of IdahoPTV/KUID to digital ready.

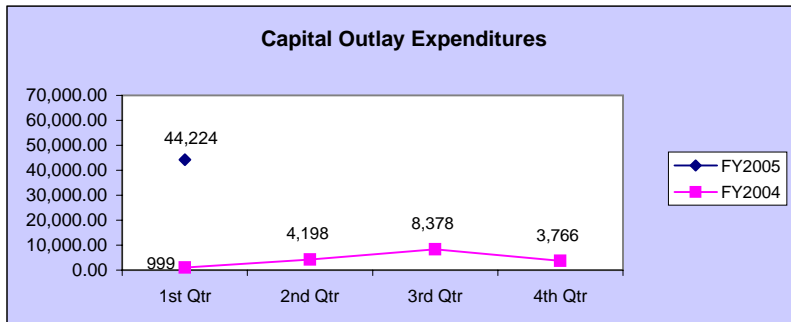
**Idaho State Historical Society**  
**Performance Report to the State Board of Education**  
**Quarterly Financial Data for FY 2004 and FY 2005**



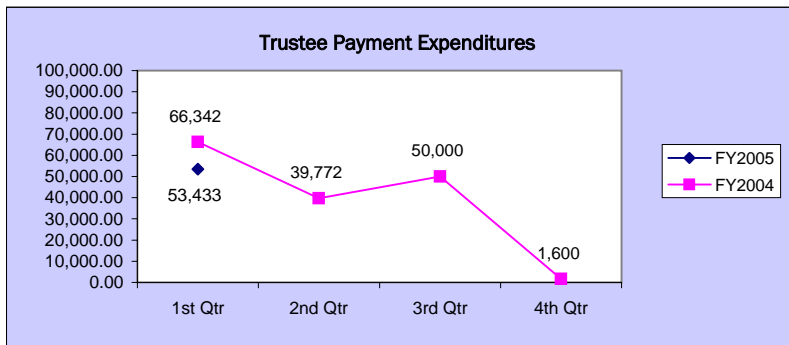
**Personnel Cost Expenditures:** Fluctuation is due to having three payrolls in the 1st and 3rd quarters.



**Operating Expense Expenditures:** Fluctuation is due to timing difference of payment of rents.



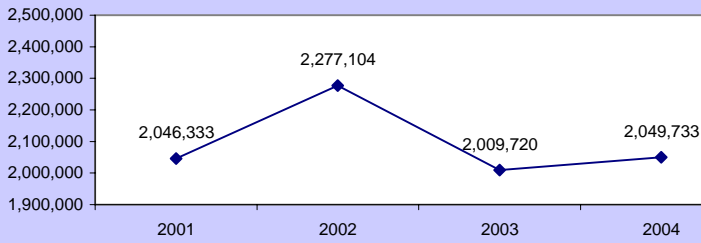
**Capital Outlay Expenditures:** Fluctuation is minimal.



**Trustee Payment Expenditures:** Trustee Payment expenditures are dependent on grants paid from Idaho Governor's Lewis and Clark Trail Bicentennial Committee.

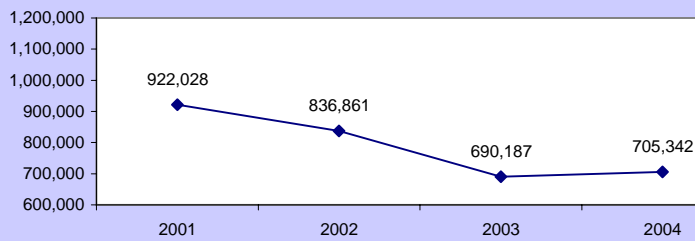
**Idaho State Historical Society**  
**Performance Report to the State Board of Education**  
**Prior Four Year Comparison**

**Personnel Cost Expenditures**



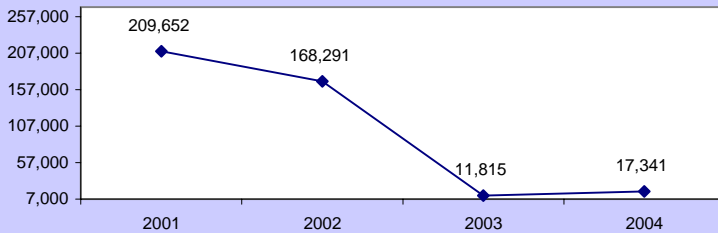
**Personnel Cost Expenditures:** Fluctuation in FY03 and FY04 was due to mandated budget reduction which resulted in loss of staff.

**Operating Expense Expenditures**



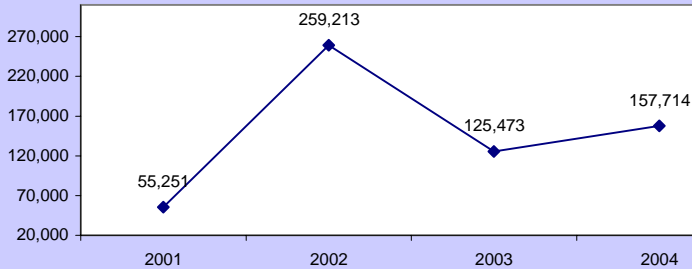
**Operating Expense Expenditures:** Fluctuation in FY03 and FY04 was due to a base reduction in funding as a result of mandated budget cutbacks.

**Capital Outlay Expenditures**



**Capital Outlay Expenditures:** Reduction in FY03 and FY04 was due to the elimination of the budget to purchase books and periodicals for the historical library.

**Trustee Payment Expenditures**



**Trustee Payment Expenditures:** Trustee Payment expenditures are primarily dependent on grants paid from the Idaho Governor's Lewis and Clark Trail Bicentennial Committee.

**IDAHO STATE HISTORICAL SOCIETY**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through September 2004**

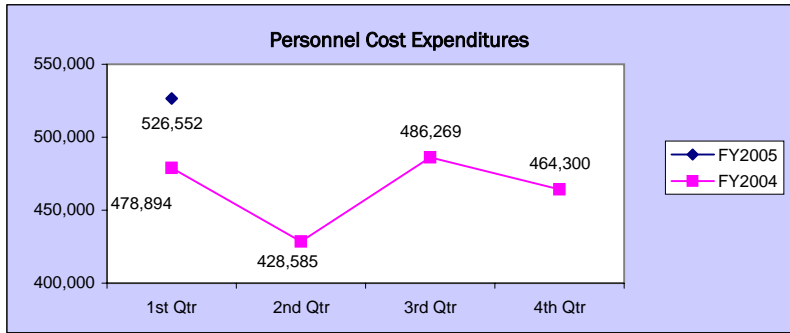
Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION	2,466,025	1,564,100	4,030,125	1,907,100	1,613,800	3,520,900	1,923,700	1,857,600	3,781,300	1,973,800	1,795,500	3,769,300
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	392,530	233,512	626,042	368,175	189,999	558,174	357,404	187,125	544,529	383,243	197,211	580,454
OPERATING EXPENDITURES												
3 Communication Costs	11,525	1,315	12,840	15,685	533	16,218	17,322	652	17,974	12,062	993	13,055
4 Employee Development	3,314	2,850	6,164	837	338	1,175	1,657	440	2,097	1,262	4,167	5,429
5 General Services	6,144	550	6,694	4,868	100	4,968	460	1,966	2,427	4,648	1,205	5,852
6 Professional Services	6,854	8,346	15,200	11,638	2,425	14,063	15,549	1,049	16,599	1,085	2,365	3,450
7 Repair & Maintenance Services	10,225	1,325	11,550	2,968	2,117	5,085	15,164	5,843	21,007	11,209	3,325	14,534
8 Administrative Services	5,091	8,691	13,782	1,453	8,634	10,087	1,355	2,960	4,315	3,421	2,448	5,869
9 Computer Services	1,735	1,217	2,953	1,263	405	1,668	1,484	366	1,850	1,943	(118)	1,825
10 Employee Travel	11,819	8,286	20,104	5,459	4,131	9,590	5,859	7,927	13,786	8,731	4,658	13,389
11 Administrative Supplies	4,468	1,194	5,662	1,198	252	1,450	2,270	920	3,190	1,705	4,149	5,854
12 Fuel Costs	2,143	4,598	6,741	1,690	164	1,854	1,072		1,072	739		739
13 Manufacturing & Merchandise Costs			-		6,416	6,416		5,218	5,218		1,883	1,883
14 Computer Supplies	1,212	10	1,222	57	156	213	874	141	1,016	262		262
15 Repair & Maintenance Supplies	3,872	626	4,498	2,932	1,480	4,412	2,609	2,368	4,977	2,566	1,709	4,275
16 Institutional & Residential Supplies			-			-			-			-
17 Specific Use Supplies	1,878	1,151	3,029	375	2,660	3,034	1,341	9,154	10,495	1,056	958	2,014
18 Insurance	6,304			12,689		12,689	18,123		18,123			-
19 Utility Charges	13,865	1,975	15,841	15,230	1,857	17,087	16,555	1,484	18,039	15,785	1,312	17,096
20 Rental & Operating Leases	51,354	1,802	53,156	50,897	2,777	53,674	41,939	671	42,610	48,058	933	48,991
21 Miscellaneous	11,464	7,649	19,113	20,467	13,524	33,991	21,573	8,108	29,681	12,712	8,000	20,712
22 Subtotal Operating Expenditures:	153,268	51,585	204,853	149,705	47,970	197,675	165,207	49,268	214,475	127,243	37,987	165,230
23 CAPITAL OUTLAY:	13,550	600	14,149			-		999	999		44,224	44,224
24 TRUSTEE & BENEFITS:		17,400	17,400		3,000	3,000		66,342	66,342		53,433	53,433
25 GRAND TOTAL:	559,347	303,096	862,444	517,880	240,968	758,849	522,611	303,734	826,345	510,485	332,855	843,340
26 % Change Over/Under Prior Year	n/a	n/a	n/a	-7%	-20%	-12%	1%	26%	9%			
27 % of Appropriation expended										74%	91%	30%
28 % of Fiscal Year expended										75%	75%	75%

**STRATEGIC PLAN AND KEY ISSUES UPDATE**  
**Idaho State Historical Society**  
**Performance Measures**

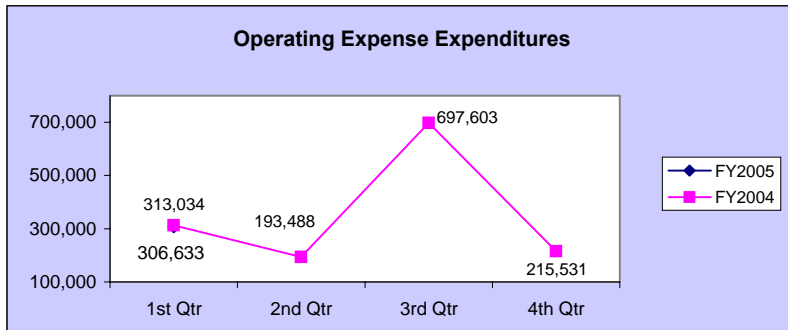
In reference to the Idaho State Historical Society Strategic Plan, listed below are the 3 – 5 key elements of concern or focused interest this quarter. Under each key element are listed 2 – 4 bullets explaining exactly what the Idaho State Historical Society is doing to correct the problem or what the agency has done to accomplish the goal.

1. Idaho State Historical Society provides access to historic resources and information on the heritage of the state.
  - a. Broke ground in August on 35,800 square foot Phase II addition to the Idaho History Center to provide additional research facilities and increased access to historical library and archival holdings.
  - b. Updated “search” capabilities on ISHS website (idahohistory.net) to speed internet access to more than 1,000 items in the Reference Series of articles on historic events, people and locations.
  - c. Completed \$80,000 restoration on Relic Hall at Franklin using TEA-21 grant funds from the Idaho Department of Transportation, and began the refurbishing process and updating to interpretation of artifact on display in the building.
2. Idaho State Historical Society identifies, protects, records and conserves the historic resources of Idaho.
  - a. Reviewed 390 federal construction projects under Section 106 guidelines of the national Historic Preservation Act to assure no negative impact on historic resources of Idaho.
  - b. Processed and stored 1578 additional cubic feet (apprx 31 ton) of permanent city, county, district and state government records at State Archives facilities.
  - c. Recorded and/or processed 15 oral history interviews in Idaho in conjunction with the national World War II oral history project.
3. Idaho State Historical Society provides education and outreach programs to improve the interpretation and appreciation of Idaho history.
  - a. Completed editing work on revived Idaho Yesterdays academic journal in preparation for its fourth quarter publications as a joint project of the ISHS, Idaho State University and Boise State University.
  - b. Completed construction of Lewis and Clark Bicentennial Pavilion (using historic hands-on woodworking processes) to be used as an adjunct outdoor education facility by the Idaho Historical Museum.
  - c. Recorded paid attendance of 6,121 visitors at the Idaho Historical Museum and 5,738 visitors at the Old Idaho Penitentiary during the quarter.

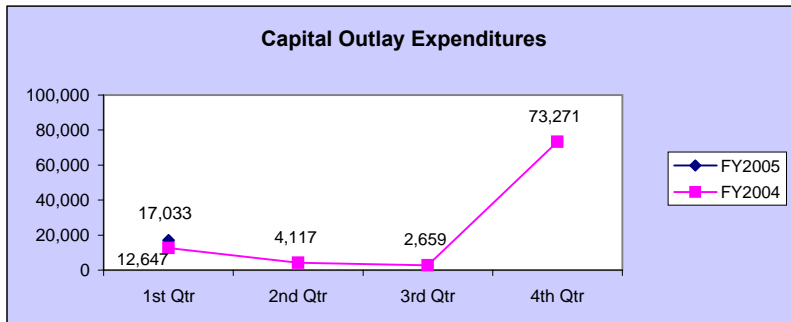
**Idaho State Library**  
**Performance Report to the State Board of Education**  
**Quarterly Financial Data for FY 2004 and FY 2005**



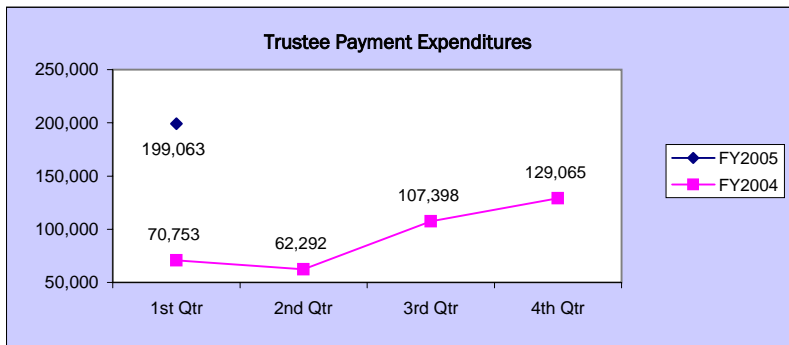
**Personnel Cost Expenditures:** Fluctuation is due to an extra payroll in the 1st and 3rd quarters. ISL was fully staffed and raises were effective the first quarter of FY05.



**Operating Expense Expenditures:** Fluctuation is due to fixed operating costs for rent due in 1st and 3rd quarters and the LiLI Database payment in January. FY05 expenditures are \$306,633.

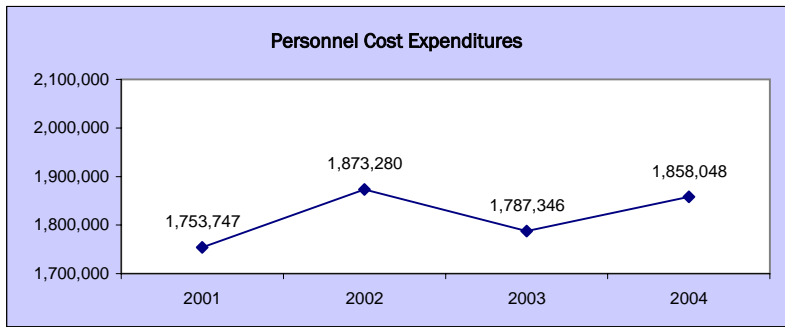


**Capital Outlay Expenditures:** ISL's general fund appropriation in FY04 was \$0 and FY05 was \$40,000. FY04 expenditures were delayed until the 4th quarter due to unknown budget issues related to holdbacks and vacant positions. FY05 expenditures are \$17,033.

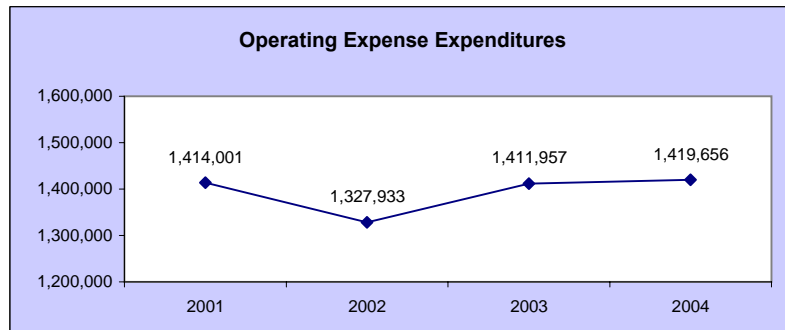


**Trustee Payment Expenditures:** Trustee Payment expenditures are dependent on Trustee claim patterns and amounts awarded to sub-grantees which are extremely variable.

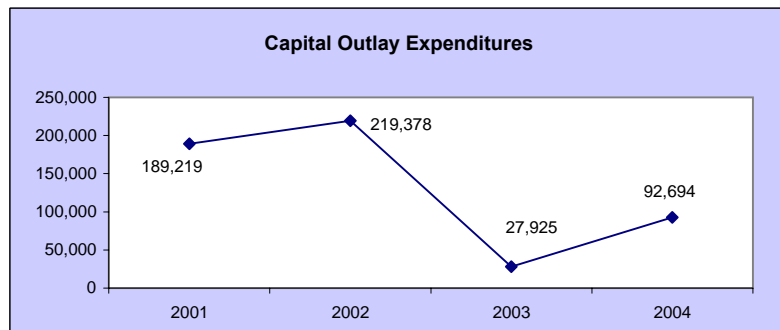
**Idaho State Library  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



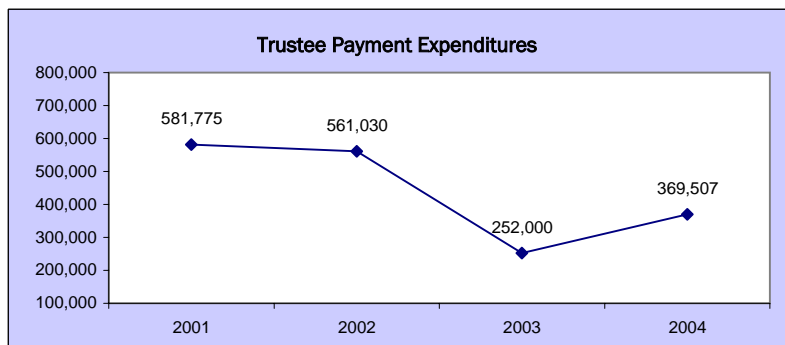
**Personnel Cost Expenditures:** Fluctuations are due to vacant positions and the decrease in FY03 includes the loss of 3 FTE. The increase in FY04 reflects full staffing and the expenditure of salary savings at the end of the fiscal year.



**Operating Expense Expenditures:** Fluctuation in the timing of federal expenditures and one-time grants are reflected in the decrease in operating in FY02.



**Capital Outlay Expenditures:** Fluctuation in FY03 and FY04 was due to the loss of capital outlay appropriation in the general fund. Object transfers were used for these expenditures.



**Trustee Payment Expenditures:** Trustee Payment expenditures are dependent on Trustee claim patterns and the amounts awarded to sub-grantees which are extremely variable.



**Idaho State Library**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through September 2004**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION			-			-	2,418,600	1,157,300	3,575,900	2,537,100	1,435,400	3,972,500
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:			-			-	1,687,980	170,067	1,858,048	477,634	48,918	526,552
OPERATING EXPENDITURES												
3 Communication Costs			-			-	21,980	13,434	35,414	7,724	1,647	9,371
4 Employee Development			-			-	11,905	3,899	15,804	4,896	755	5,651
5 General Services			-			-	23,096	10,200	33,296	1,287	600	1,887
6 Professional Services			-			-	15,797	191,061	206,858	6,485	42,059	48,544
7 Repair & Maintenance Services			-			-	11,256	1,344	12,601	1,210		1,210
8 Administrative Services			-			-	20,221	79,557	99,778	3,091	10,555	13,646
9 Computer Services			-			-	234,086	323,169	557,255	7,163		7,163
10 Employee Travel			-			-	39,761	31,957	71,717	12,000	7,463	19,463
11 Administrative Supplies			-			-	5,668	2,492	8,161	2,002	1,226	3,228
12 Fuel Costs			-			-	1,736	1,304	3,040	1,000		1,000
13 Manufacturing & Merchandise Costs			-			-			-			-
14 Computer Supplies			-			-	13,568	613	14,181	4,739	38	4,777
15 Repair & Maintenance Supplies			-			-	154		154			-
16 Institutional & Residential Supplies			-			-			-			-
17 Specific Use Supplies			-			-	3,815	30,277	34,092	2,311	2,882	5,193
18 Insurance			-			-	8,152		8,152			-
19 Utility Charges			-			-	1,720		1,720	101		101
20 Rental & Operating Leases			-			-	223,522	14,081	237,603	109,156	2,350	111,507
21 Miscellaneous			-			-	19,176	60,653	79,829	12,720	61,172	73,892
22 Subtotal Operating Expenditures:	-	-	-	-	-	-	655,614	764,041	1,419,655	175,886	130,748	306,633
23 CAPITAL OUTLAY:			-			-	74,996	17,698	92,694	16,096	936	17,033
24 TRUSTEE & BENEFITS:							-	369,507	369,507		199,063	199,063
25 GRAND TOTAL:	-	-	-	-	-	-	2,418,591	1,321,313	3,739,904	669,616	379,666	1,049,282
26 % Change Over/Under Prior Year	n/a	n/a	n/a									
27 % of Appropriation Remaining										74%	74%	74%
28 % of Months Remaining										75%	75%	75%

**STRATEGIC PLAN AND KEY ISSUES UPDATE**  
**Idaho State Library**  
**Performance Measures**

1. Idaho State Library educates Idahoans in library, literacy, and information skills.
  - a. Began planning for a statewide Futures Conference for library services to be held in calendar year 2005.
  - b. Development of Southwest Idaho Library Cooperative (Boise State University, Boise Public Schools, and Boise Basin District Library) slowed by Boise Basin District Library being unable to continue at this time and Boise Public Schools having to slow its participation due to lack of resources, both fiscal and personnel.
  - c. Successful Summer Institute with two week-long tracks: Building Strong Foundations (for school media aides) and Improving Library Services: Cooperation, Collaboration, and Communication.
2. Idaho State Library is a central resource that provides statewide leadership and services to maximize the common efforts of Idaho libraries.
  - a. Continued development of LiLI Unlimited, a group subscription to OCLC cataloging and interlibrary loan services, with a target date for implementation of the first phase beginning January 1, 2005.
  - b. Continued to develop plans for designing and implementing a facility for the digital recording of materials to support the Talking Book Library.
  - c. Submitted a grant request to the Bill and Melinda Gates Foundation for over \$200,000 to upgrade internet connections to broadband, replace computer equipment in high poverty area libraries, and for training in public access computing.
3. Idaho State Library promotes and advocates values of libraries serving all citizens.
  - a. Consultants worked with library supporters in Gem and Valley counties on district library formation.
  - b. Island Park area of Fremont County unsuccessfully sought to partially dissolve existing district with the intention of creating a separate, smaller district.
  - c. Read to Me project continued to work in promoting the importance of early childhood development in preparing children to read and be successful in early years of their formal education.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
COLLEGE AND UNIVERSITIES OF THE STATE BOARD**

**REFERENCE**

Previous agendas	Regular December meetings of the State Board of Education
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**SUBJECT**

Presentation of annual financial audit by Deloitte & Touche LLP.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.H.3.

**BACKGROUND**

The Board has contracted with Deloitte & Touche LLP (D&T), an independent certified public accounting firm, to conduct the annual financial audit for the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, and Eastern Idaho Technical College.

The original D&T contract was awarded in 1994. In June, 1999, the Board voted to continue the D&T contract for a five-year period ending December 31, 2004. The Board has conducted a Request For Proposal process to select a new auditor beginning January 1, 2005.

The audits are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), and include an auditor's opinion on the basic financial statements. This is the third year the statements are presented using the required Governmental Accounting Standards Board (GASB) format.

**DISCUSSION**

Along with this agenda Board members will receive from D & T two documents:

- "Financial Statements for the Year Ended June 30, 2004 and Independent Auditors' Reports" which contains the Independent Auditors' Report, Management's Discussion and Analysis (MDA) Financial Statements;
- "2004 Audit Executive Summary".

D&T representatives will use the latter document for their discussion with the Board.

The auditor will not be issuing any Letters of Comments and Recommendations for the year ended June 30, 2004, because of the lack of findings to report.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
COLLEGE AND UNIVERSITIES OF THE STATE BOARD - continued**

**IMPACT**

The State Board of Education will be informed, via documents and the Deloitte & Touche presentation, of the financial condition of the five institutions for Fiscal Year 2004. Institutions that have been audited will also be made aware of their particular financial condition, and recommended changes to procedures regarding financial matters.

**STAFF COMMENTS AND RECOMMENDATIONS**

The financial statements present the total financial activity at an institution. Audit Committee chairperson Agidius and OSBE staff had a preliminary review of the financial statements with the auditor. Previously, the Audit Committee and other Board members have discussed the use of various indicators (including financial ratios) that could be used to evaluate the financial condition of the institutions based upon the data presented in the financial statements. Further discussion will occur with institutional staff and the new auditor in this regard.

**BOARD ACTION**

A motion to accept the Fiscal Year 2004 financial audit reports for the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, and Eastern Idaho Technical College, as presented by Deloitte & Touche LLP.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
H. Audits

April 2002

3. External Audits

Items 3 and 4 apply to the institutions only (Boise State University, Idaho State University, the University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College).

a. Financial Statements

Financial statement audits shall be conducted annually by an independent certified public accountant that is selected by the Board, subject to the bid and contract requirements set forth by the State Division of Purchasing. These audits shall be conducted in accordance with generally accepted auditing standards and shall include the auditor's opinion on the basic financial statements.

In the event that material weaknesses in the internal control structure of the colleges and universities is found, the auditors shall report it in a letter directly to the BAHR Committee. In addition, management letters shall be written that identify the auditor's findings and recommendations concerning non-material internal control items and productivity issues. These letters shall include the institutions' responses to the findings and recommendations. The audited financial statements and management letters shall be distributed to Board members, the Board's executive director, the chief executive officers, and the chief financial officers of the institutions prior to the formal presentation of the audit to the full Board.

b. Federal Single Audits

Federal Single Audits shall be conducted in accordance with federal and state laws and requirements. These reports shall be distributed to the appropriate federal and state agencies by the institutions. In addition, these reports shall be distributed to the BAHR Committee, the Board's executive director, the chief executive officers, and the chief financial officers of the institutions.

c. Management Consulting Services

Plans for management consulting services that are included as part of the auditing services contract for the Board shall be reviewed and approved by the Board's executive director. The results of these consultation services shall be reported to the BAHR Committee.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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d. Work Contracted Directly with the Institutions

All National Collegiate Athletic Association (NCAA) and National Association of Intercollegiate Athletics (NAIA) audits and agreed-upon procedures reports shall be forwarded by the chief executive officer of the institutions to the BAHR Committee and the Board's executive director. All other external audit reports for work contracted directly with the institutions shall be forwarded to the Board's executive director.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA**  
**COLLEGE AND UNIVERSITIES OF THE STATE BOARD**

**SUBJECT**

Auditing Services Selection

**REFERENCE**

April 22-23, 2004

Board approved initiation of Request for Proposal (RFP) process to select auditor

October 21-22, 2004

Update to Board regarding status of selection process

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures; Bylaws, Section H.4.

**BACKGROUND**

The present auditing services contract for the five colleges and universities, including Eastern Idaho Technical College, concludes with the completion of the FY2004 audit reports to the Board in December 2004. At the April, 2004 Board meeting, the Board approved initiation of a Request For Proposal process for external audit services beginning with FY2005.

The Audit Committee (Committee) of the Board has responsibility for the development of the RFP, evaluating proposals, and selecting the auditor.

**DISCUSSION**

An Evaluation Team was selected, consisting of: Board members Paul Agidius and Milford Terrell; Jeff Shinn of the Board staff; Stacy Pearson (Boise State University) representing the institutions; Ray Ineck, supervisor of audits for the Legislative Services Office and Tim Wendland with the State Controller's Office.

The raw scores from the evaluators were tabulated, weights as determined by the institutions' controllers were applied to each criteria, and a total score was then calculated. The resulting total scores were then normalized based on a formula provided by Division of Purchasing. This "normalizing" of scores is performed in order that the highest-ranked proposal will receive the total number of points available.

Normalized scores of the cost proposals were added to the normalized scores from the technical proposals to arrive at a total score. The total score was based on a maximum possible score of 1,000 points. The overall evaluation process resulted in a ranking that determined the low responsive and responsible bidder, which will be presented at the Board meeting.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
COLLEGE AND UNIVERSITIES OF THE STATE BOARD – continued**

**IMPACT**

The Evaluation Team submitted its findings to the Division of Purchasing, which has accepted those findings. The Committee has accepted the recommendation of the Evaluation Team and the state Division of Purchasing. The Committee selected the lowest responsive and responsible bidder and presents that selection to the Board for ratification. Subsequent to ratification, the Committee will recommend the selected firm to the Division of Purchasing for contract award subject to the completion of the procurement process.

It is expected that the new contract for auditing services will be for a term of five (5) years with an option to extend the contract term for an additional three (3) years, which may be exercised twice for a total of six (6) extension years.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff believes the evaluation process was completely objective, and resulted in the selection of the most-qualified firm to provide auditing services for the Board and institutions.

**BOARD ACTION**

A motion to ratify the Audit Committee's selection of \_\_\_\_\_  
for the contractor for auditing services beginning with the Fiscal Year 2005.

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



**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: BYLAWS**

**Revised October 2004**

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**H. Committees of the Board**

**4. Audit Committee**

**a. Purpose**

The Audit Committee (hereinafter referred to as the Committee) is appointed by the Board in fulfilling its fiscal oversight responsibilities. The Committee provides oversight to the organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

**b. Composition**

The Committee members shall be appointed by the Board and shall consist of six or more members. Three members of the Committee shall be current Board members and three members shall be independent non-Board members who are permanent residents of the state of Idaho. Each Committee member who is a Board member shall be independent, free from any relationship that would interfere with the exercise of her or his independent judgment. The chief financial officers of the institutions and Board office shall serve as ex-officio members of the Committee.

All members shall have an understanding of the Committee and financial affairs and the ability to exercise independent judgment, and at least one member of the Committee shall have current accounting or related financial management expertise in the following areas:

- 1) an understanding of generally accepted accounting principles, experience in preparing, auditing, analyzing, or evaluating complex financial statements, and;
- 2) the ability to assess the general application of such principles in the accounting for estimates, accruals, and reserves, and;
- 3) experience in preparing or auditing financial statements and;
- 4) an understanding of internal controls.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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Appointments shall be for a three-year term. Terms will be staggered such that two members exit and two new members are added each year. The Committee chair shall be appointed by the Board President.

c. Responsibilities and Procedures

It is not the Committee's duty to plan or conduct audits or to determine that the institution's financial statements are complete, accurate and in accordance with generally accepted accounting principles. Management is responsible for the preparation, presentation, and integrity of the financial statements and for the appropriateness of the accounting principles and reporting policies used. The following shall be the principle duties and responsibilities of the Committee:

- 1) Approve the appointment, establish the compensation, and evaluate and oversee the work of the independent auditors. The Committee must approve any services prior to being provided by the independent auditor. The independent auditing firm shall report directly to the Committee and the auditor's "engagement letter" shall be addressed to the Committee and the President of each institution. The Committee shall have the authority to engage the Board's legal counsel and other consultants necessary to carry out its duties.
- 2) Discuss with the independent auditors the audit scope, focusing on areas of concern or interest;
- 3) Review the financial statements, adequacy of internal controls and findings with the independent auditor. The independent auditor's "management letter" shall include management responses and be addressed to the Audit Committee and President of the institution.
- 4) Present the financial statements to the Board and provide detail and summary reports as appropriate.
- 5) Oversee standards of conduct (ethical behavior) and conflict of interest policies of the Board and the institutions under its governance including establishment of confidential complaint mechanisms.
- 6) Monitor the integrity of each organization's financial accounting process and systems of internal controls regarding finance, accounting and stewardship of assets;
- 7) Monitor the independence and performance of each organization's independent auditors and internal auditing departments;
- 8) Provide general guidance for developing risk assessment models for all institutions.
- 9) Provide an avenue of communication among the independent auditors, management, the internal audit staff and the Board.
- 10) Maintain audit review responsibilities of institutional affiliates to include but not limited to foundations and booster organizations.
- 11) As a matter of independence, the Committee will not approve policy.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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The Committee will meet as needed. The Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief fiscal officer, under the direction of the chair, prepares the agenda for and schedules each meeting of the Committee and maintains a written record of the Committee's activities and recommendations. A copy of the written record is included in the official minutes of the State Board of Education and Board of Regents of the University of Idaho.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE LIBRARY**

**SUBJECT**

Office Space Occupancy Costs – Idaho State Library

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures; Section V.B.1.

**BACKGROUND**

The Idaho State Historical Society and the Idaho State Library currently share space in the Library building at 325 W. State Street. The Historical Society will be vacating its portion of the building (8,200 square feet) in September 2005 to move to the new Idaho History Center at the Old Penitentiary. The original completion estimate for the new Historical Society facility was FY 2007, however, the two agencies were informed on October 18, 2004, of an earlier completion date, allowing the Library building space to be available during FY 2006.

**DISCUSSION**

The Idaho State Library currently uses a 10,000 square foot facility on Rose Street in Boise for storage. The Library would like to consolidate its collections at 325 W. State Street when space becomes available. The Library will be selling the storage facility and will use those funds to adapt the new space to fit their needs and to offset the cost of moving. The Idaho State Library requests to revise its FY 2006 budget request in order to pay rent charges for new space at the Library building. This increase will be for 9 months of FY 2006 in an amount of \$61,000, General Funds. The annual cost of the new space will be \$81,300. The State Library Board of Trustees approved this action and directed the State Librarian to submit a budget revision to the Board of Education office.

**IMPACT**

This budget enhancement will allow the Idaho State Library to consolidate its collections at the 325 W. State Street site.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed this request with the Division of Financial Management and recommends approval.

**BOARD ACTION**

A motion by the Idaho State Library to approve an FY 2006 budget revision for new occupancy costs in the amount of \$61,000.

Moved by\_\_\_\_\_ Seconded by\_\_\_\_\_ Carried Yes\_\_\_\_\_No\_\_\_\_\_

**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
B. Budget Policy**

**April 2002**

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**1. Budget Requests**

For purposes of Item 1., the community colleges (CSI and NIC), the State Historical Society, and the State Library are included.

**a. Submission of Budget Requests**

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

**b. Direction by the Office of the State Board of Education**

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

**c. Preparation and Submission of Annual Budget Requests**

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the executive director.

**d. Presentation to the Board**

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA**  
**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Construct a new residence hall, using a public/private partnership. The College may need to sell land to the developer for this project to occur.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

At the October 2004 meeting, President Dene Thomas informed the Board of Education that Lewis-Clark State College was short of modern residence hall space. At that time, President Thomas indicated that the College would bring information back to the Board regarding a possible private/public partnership as a method of providing the needed residence hall space for the campus.

**DISCUSSION**

Lewis-Clark State College has just over 183 beds available for traditional students which are divided between two residence halls located on campus. Both residence halls are old with inadequate heat and cooling systems, lacking modern electrical wiring, proper ventilation, and adequate insulation. Even with rooms in disrepair, the College has close to a 100 percent occupancy rate, provides 13 beds from off campus rentals and contracts with a local hotel for 38 extra student rooms. In addition, the College carries a waiting list that was near 70 students as of the end of August, 2004.

Faced with this need for additional on-campus housing, the College is pursuing a partnership with a Spokane developer (ConoverBond Inc.) to build a residence hall facility to provide 100-120 new beds, on either privately-owned land near the campus or college-owned land that would be sold by the College for this purpose. The private developer would own the land, finance, design and build the structure. The College would lease the building from the developer for a fixed period of time (20-25 years) and then vacate, purchase, or extend the lease. The College would assume the responsibility for all management activities as well as all maintenance and operating costs.

**IMPACT**

In order to evaluate the financial impact of the decision, the College intends to sign a "Letter of Intent to Lease" with the developer. This agreement calls for a \$10,000 payment to the developer to initiate architectural design, cost estimates for the project and site selection. If the results of the process are beneficial, the College will come back to the Board for permission to proceed with the necessary authorization and approvals.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
LEWIS-CLARK STATE COLLEGE - continued**

**STAFF COMMENTS**

Staff has discussed this agenda item with representatives from Lewis Clark State College. President Thomas has previously informed the Board of the college's need for residential housing and the college's ongoing evaluation of alternatives. The current agenda item relates to a proposed maximum expenditure of \$10,000, well below the threshold for Executive Director or Board approval. The college has correctly noted they will bring forward further requests for Board approval should this phase of the project result in a decision to move forward.

The project developer requires the \$10,000 payment as an assurance the College is serious about the project. This amount is intended to cover the substantial design and architectural fees being incurred. The College has the option to purchase the residence hall for an agreed-upon amount. The College will also have the option to sign an additional lease or walk away from the residence hall at the expiration of the initial lease.

Staff recommends the Board direct LCSC to continue with their project and keep the Board informed well in advance of any necessary decisions.

**BOARD ACTION**

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



**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: K. Construction Projects

April 2002

**K. Construction Projects**

**1. Major Project Approvals - Proposed Plans**

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 2, 2004**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO**

**SUBJECT**

A request by the University of Idaho Foundation, supported by the University of Idaho, for approval by the Board of Regents of the University of Idaho of an extension of the Promissory Note Extension Agreement.

**APPLICABLE STATUTE, RULE, OR POLICY**

Item submitted for review and approval according to the terms of the Promissory Note Extension Agreement and Board Policy Section V., Financial Affairs.

**DISCUSSION**

The University of Idaho Foundation has been diligently pursuing recovery efforts related to the Boise project. The Promissory Note Extension Agreement, with a principal amount of \$5,041,758.69, comes due on December 31, 2004. The Foundation, with the support of the University, requests approval of the extension of this note for one year, to December 31, 2005, to allow it to fully pursue all available recovery.

**IMPACT**

Approval of the extension will allow the University and the Foundation to continue to pursue certain issues, including potential recovery from third parties, prior to the note coming due.

**BOARD ACTION**

A motion approving a one year extension (to December 31, 2005) of the Promissory Note Extension Agreement entered into on October 14, 2003, with a principal amount of \$5,041,758.69, in substantially the same form as the draft extension provided for Board review.

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