

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

| TAB | DESCRIPTION | ACTION |
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| 1 | BOISE STATE UNIVERSITY General Revenue Bonds – Press Box/Sky Suites | Motion to approve |
| 2 | IDAHO STATE UNIVERSITY Request to Purchase Database Software | Motion to approve |
| 3 | IDAHO STATE UNIVERSITY Request to Purchase Database Hardware | Motion to approve |
| 4 | UNIVERSITY of IDAHO Sandpoint Education Center – Discussion of Memorandum of Understanding | Information item |
| 5 | UNIVERSITY of IDAHO Purchase of Optical Microscope | Motion to approve |
| 6 | UNIVERSITY of IDAHO Law Building Classroom Improvements Capital Project | Motion to approve |
| 7 | UNIVERSITY of IDAHO Technical Assessment & Feasibility Study | Information item |
| 8 | UNIVERSITY of IDAHO Events Pavilion Capital Project | Motion to approve |
| 9 | UNIVERSITY of IDAHO Potato Varieties Licensing Agreement | Motion to approve |
| 10 | UNIVERSITY of IDAHO Verizon Telephone Services Contract | Motion to approve |

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

| TAB | DESCRIPTION | ACTION |
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| 11 | INTERCOLLEGIATE ATHLETICS Financial Reports | Motion to approve |
| 12 | INTERCOLLEGIATE ATHLETICS Employee Compensation Reports | Motion to approve |
| 13 | EASTERN IDAHO TECHNICAL COLLEGE Purchase of Student Information System (SIS) Software | Motion to approve |

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

**INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY**

SUBJECT

Authorization to issue general revenue bonds in the amount of approximately \$28,000,000 to finance construction of the Press Box/Sky Suite facility at Bronco Stadium.

REFERENCE

| | |
|---------------|--|
| January 2005 | Information item to discuss the feasibility analysis of the proposed stadium expansion projects completed by Conventions Sports and Leisure International. |
| March 2005 | SBOE approval for Boise State to market the lease of Sky Suites and Club Seats. |
| December 2005 | SBOE approval to procure architectural services, not to exceed \$900,000, to complete preliminary design and programming through design development for a design-build project for the addition of a Press Box/Sky Suite facility to Bronco Stadium. |
| October 2006 | Information item to provide a project update and financing plans for the Press Box/Sky Suite facility. |
| November 2006 | Information item to provide a project update and financing plans for the Press Box/Sky Suite facility. |
| January 2007 | SBOE approves request to proceed with construction of the Press Box/Sky Suite Facility at a cost not to exceed \$35.9 million pending final approval of financing. |

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.F.
Section 33-3804, Idaho Code

BACKGROUND

Boise State University requests the Board's approval to issue approximately \$28,000,000 in revenue bonds (the "Series 2007B Bonds") pursuant to a Supplemental Bond Resolution to finance the construction of the Press Box/Sky Suite facility at Bronco Stadium.

DISCUSSION

The Press Box/Sky Suite facility will include four elevated levels to provide state-of-the-art media accommodations for written press, radio, and television; 38 Sky Suites for up to 16 spectators each (33 leaseable suites); club seating for 787 (685 leaseable seats); a level of loge seating for up to 172; club room, dining

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

facilities, catering support spaces, and additional restroom and concession facilities.

The project will be partially financed through taxable bonds. The IRS does not allow tax-exempt bonds for projects with more than 10% private use. Areas such as the premium seating, concessions, commercial kitchen and banquet rooms are not eligible for tax-exempt financing. The University has analyzed the private use associated with the project and determined that taxable bonds are required for a significant portion of the financing.

Debt service will be paid solely from project revenues. Current projections show significant excess revenues from operations, although these revenues are based on premium seat holders continuing to support the program. If the Athletics department were able to realize these excess revenues, they would be utilized to either pay-off existing debt or fund new initiatives. In addition to the 2007B Bonds, the Athletics department currently has approximately \$5 million in long-term debt in the form of capital leases and bank loans.

Principal Amount

Approximately \$28,000,000¹

Maturities

Term bonds due in 2017, 2027 and 2037.

Amortization Plan

The amortization schedule for the Series 2007B Bonds reflects level debt service.

Interest Rates

To be determined on the day of pricing. Estimated scale of yields is 5.50% in 2017 to 5.95% in 2037. A portion of the bonds will be taxable.²

Source of Security

General Revenue Pledge of the University. Excludes appropriated funds, grants and contract revenues and restricted gifts.

¹ Exact amount will be available at the meeting.

² Exact amount will be available at the meeting.

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

Ratings

Bonds are expected to be rated “Aaa/AAA” based on bond insurance from MBIA. Moody’s Investors Service and Standard & Poor’s each are expected to affirm ratings of “A1” and “A+” respectively, each with a stable outlook.

Bond Insurance and Cost

Bond insurance commitment received from MBIA. Premium quote of 0.198% of total debt service; the other bids ranged as high as 0.214% of total debt service. The increased interest cost for “A1/A+” rated bonds compared to “AAA” bonds would exceed the amount of this premium.¹

Documents to be Provided Immediately Prior to the Meeting

Once pricing is concluded, the University will be able to provide the following:

1. Bond sizing analysis showing final amounts, interest rates and maturities
2. Insert of pages _____ to Supplemental Bond Resolution showing rates and maturities of the Bonds
3. Insert of new Appendix A to Bond Purchase Agreement showing rates and maturities of the Bonds
4. Ratings agencies reports for 2007B issuance (see 2007A reports: Attch. 8)

Bond pricing will occur during the 22nd day of February, 2007. Agenda consideration after 2:00 pm MST is requested.

IMPACT

The resulting amount of total debt will increase the University’s debt service to operating budget ratio. Even so, the bond rating agencies did not downgrade the University’s credit rating and reaffirmed the A1/A+ rating for the 2007A issuance, with an expectation for the same rating on Series 2007B. Moody’s cited the consistently strong operating performance and the positive strategic direction that the University has adopted. In addition, they stated that the selected facilities are consistent with the strategic plan and that of a growing metropolitan university. Boise State has the financial capacity to incur this debt without negatively impacting access to future capital, and believes this level of borrowing is necessary to complete pending new buildings consistent with the University’s strategic plan.

¹ Exact amount will be available at the meeting.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

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

ATTACHMENTS

| | |
|--|----------|
| Attachment 1 – Cash Flow Analysis for Stadium Expansion Project | Page 5-6 |
| Attachment 2 – Ten Year Debt Projection (Spreadsheet) | Page 7 |
| Attachment 3 – Existing and Proposed Debt Service to Budget Post Series 2007A and 2007B Issuance (Graph) | Page 9 |
| Attachment 4 – Existing and Proposed Debt Service to Budget Post Series 2007A, 2007B & 2008A Issuance (Graph) | Page 10 |

Below items follow Attachment 4; not page-numbered for technical reasons:
Attachment 5 – Preliminary Official Statement (included separately due to size)
Attachment 6 – Supplemental Bond Resolution
Attachment 7 – Bond Purchase Agreement
Attachment 8 – Rating Agency Reports (2007A Issuance)

STAFF COMMENTS AND RECOMMENDATIONS

Staff and the Board have reviewed the reasons for this issuance in previous meetings. Based upon the assertions of bond counsel and the underwriting firm, staff believes the requested action does not represent undue risk to BSU.

Staff recommends approval.

BOARD ACTION

A Motion to approve a Supplemental Resolution for the Series 2007B Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION authorizing the issuance and sale of \$28,000,000¹ General Revenue Series 2007B, of the Board of Trustees of Boise State University; authorizing the execution and delivery of a Bond Purchase Agreement and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2007B Bonds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

[Note: motion must be approved by a majority of the members of the Board – the Board’s Bylaws provide for approval with a roll-call vote.]

¹ Exact amount will be available at the meeting.

BOISE STATE UNIVERSITY
CASH FLOW ANALYSIS FOR STADIUM EXPANSION PROJECT
January 23, 2007

Attachment 1

| REVENUES | <i>Note</i> | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | Yr 11-15 | Yr 16-20 | Yr 21-25 | Yr 26-30 | 30 Year Total |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|---------------|
| Project Revenues from New Seating Leases: | | | | | | | | | | | | | | | | |
| Club (685) | 67% Sold | 1,470,251 | 1,429,251 | 1,429,251 | 1,429,251 | 1,429,251 | 1,617,551 | 1,617,551 | 1,617,551 | 1,617,551 | 1,617,551 | 8,986,394 | 9,885,033 | 10,783,673 | 11,682,312 | 56,612,421 |
| Sky Suites (12) | Sold Out | 558,456 | 558,456 | 558,456 | 558,456 | 558,456 | 628,263 | 628,263 | 628,263 | 628,263 | 628,263 | 4,075,138 | 4,482,651 | 4,890,165 | 5,297,679 | 24,679,228 |
| Sky Suites (19) | Sold Out | 781,109 | 781,109 | 781,109 | 781,109 | 781,109 | 878,748 | 878,748 | 878,748 | 878,748 | 878,748 | 4,881,931 | 5,370,124 | 5,858,318 | 6,385,566 | 30,795,222 |
| Loge (42) | Sold Out | 500,520 | 443,520 | 443,520 | 443,520 | 443,520 | 523,908 | 523,908 | 523,908 | 523,908 | 523,908 | 3,274,425 | 3,929,310 | 3,929,310 | 4,256,753 | 20,283,938 |
| Potential Seat Revenues from Addition | 1 | 3,310,336 | 3,212,336 | 3,212,336 | 3,212,336 | 3,212,336 | 3,648,470 | 3,648,470 | 3,648,470 | 3,648,470 | 3,648,470 | 21,217,888 | 23,667,119 | 25,461,465 | 27,622,309 | 132,370,808 |
| Estimated Seat Revenue | 2 | 3,310,336 | 3,212,336 | 3,212,336 | 3,212,336 | 3,212,336 | 3,101,199 | 3,101,199 | 3,101,199 | 3,101,199 | 3,101,199 | 18,035,204 | 20,117,051 | 21,642,245 | 23,478,963 | 114,939,139 |
| Debt Service | 3 | (2,107,479) | (2,473,800) | (2,476,440) | (2,477,280) | (2,476,320) | (2,473,560) | (2,475,000) | (2,474,280) | (2,477,400) | (2,472,000) | (12,370,080) | (12,364,200) | (12,371,160) | (12,370,680) | (73,859,679) |
| Net of seating revenues and debt service | | 1,202,857 | 738,536 | 735,896 | 735,056 | 736,016 | 627,639 | 626,199 | 626,919 | 623,799 | 629,199 | 5,665,124 | 7,752,851 | 9,271,085 | 11,108,283 | 41,079,460 |
| Academic Capital Project Fund (ACPF) Contribution | 4 | (600,000) | (600,000) | (600,000) | (600,000) | (600,000) | (700,000) | (700,000) | (700,000) | (700,000) | (700,000) | (4,000,000) | (4,500,000) | (5,000,000) | (5,500,000) | (25,500,000) |
| Athletic Seat Revenues from Addition | | 602,857 | 138,536 | 135,896 | 135,056 | 136,016 | (72,361) | (73,801) | (73,081) | (76,201) | (70,801) | 1,665,124 | 3,252,851 | 4,271,085 | 5,608,283 | 15,579,460 |
| Cumulative Seat Revenues from Addition | | 602,857 | 741,393 | 877,289 | 1,012,345 | 1,148,361 | 1,076,000 | 1,002,199 | 929,118 | 852,917 | 782,116 | 2,447,241 | 5,700,092 | 9,971,177 | 15,579,460 | 15,579,460 |
| Other Revenues available for project if needed: | | | | | | | | | | | | | | | | |
| New U Club in Stadium | 5 | 515,000 | 515,000 | 515,000 | 515,000 | 515,000 | 612,500 | 612,500 | 612,500 | 612,500 | 612,500 | 3,550,000 | 4,037,500 | 4,525,000 | 4,525,000 | 22,275,000 |
| Facilities Rental Revenue | 6 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 121,665 | 121,665 | 121,665 | 121,665 | 121,665 | 1,110,183 | 1,110,183 | 1,110,183 | 1,110,183 | 5,299,059 |
| Total Non-seat Revenue Sources | | 565,000 | 565,000 | 565,000 | 565,000 | 565,000 | 734,165 | 734,165 | 734,165 | 734,165 | 734,165 | 4,660,183 | 5,147,683 | 5,635,183 | 5,635,183 | 27,574,059 |
| Total Identified Revenues Net of Debt Service and ACPF | | 1,167,857 | 703,536 | 700,896 | 700,056 | 701,016 | 661,804 | 660,364 | 661,084 | 657,964 | 663,364 | 6,325,308 | 8,400,534 | 9,906,268 | 11,243,466 | 43,153,519 |
| Operating Expenses: | | | | | | | | | | | | | | | | |
| Maintenance | 7 | 25,074 | 26,077 | 27,120 | 28,205 | 29,333 | 47,449 | 49,347 | 51,321 | 53,373 | 55,508 | 415,557 | 505,589 | 615,126 | 732,188 | 2,661,267 |
| Custodial | 8 | 8,736 | 9,085 | 9,448 | 9,826 | 10,219 | 16,531 | 17,192 | 17,880 | 18,595 | 19,339 | 144,776 | 176,143 | 214,304 | 260,734 | 932,808 |
| Utilities | 9 | 41,205 | 42,053 | 42,935 | 43,853 | 44,807 | 60,127 | 61,732 | 63,402 | 65,138 | 66,943 | 371,435 | 527,575 | 620,210 | 632,915 | 2,684,331 |
| Capital | 10 | 5,000 | 5,000 | 5,000 | 60,000 | 5,000 | 130,000 | 190,000 | 130,000 | 190,000 | 130,000 | 710,000 | 2,650,000 | 1,950,000 | 1,950,000 | 8,110,000 |
| Salaries | 11 | 125,000 | 130,000 | 135,200 | 140,608 | 146,232 | 204,082 | 212,245 | 220,735 | 229,564 | 238,747 | 1,626,503 | 1,978,889 | 2,407,621 | 2,929,239 | 10,724,665 |
| Food Service | 12 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Estimated Operating Expense | | 254,956 | 263,354 | 272,088 | 336,171 | 290,618 | 534,847 | 609,440 | 564,618 | 640,403 | 596,819 | 3,784,482 | 6,541,912 | 6,641,775 | 7,376,758 | 28,708,241 |
| Net Revenue | | 912,901 | 440,182 | 428,808 | 363,885 | 410,398 | 126,958 | 50,924 | 96,466 | 17,562 | 66,545 | 2,540,825 | 1,858,622 | 3,264,493 | 3,866,708 | 14,445,278 |
| Cumulative for Athletics | 13 | 912,901 | 1,353,084 | 1,781,892 | 2,145,776 | 2,556,174 | 2,683,132 | 2,734,056 | 2,830,522 | 2,848,084 | 2,914,629 | 5,455,454 | 7,314,076 | 10,578,570 | 14,445,278 | 14,445,278 |

BOISE STATE UNIVERSITY
PROJECTED REVENUE FOR STADIUM EXPANSION PROJECT
January 23, 2007

Assumptions:

- 1* Sales represent 100% sold. As of January 23rd, 526 of 787 club seats sold (up by 64 from January 8th) with 18 months remaining to sell inventory, suites and loges are sold out. Sales figures are averaging various contract lengths and rates in this model.
- 2* Premium seats assumed to be 100% sold in first five years and 85% sold in subsequent years. 83% occupancy in all years would generate enough funds for the model to support 1.2x debt service plus the proposed ACPF. 65% occupancy would generate enough funds to support 1.2x debt service. 55% occupancy would generate enough funds to support debt service alone.
- 3* Financing vehicle is University Bond, using a general pledge of all revenues. Debt service includes 1.2 coverage reserve. Amount assumes 6.0% rate and 100% taxable issuance.
- 4* ACPF would be used for academic capital projects to offset reduced debt capacity of the general revenue pledge.
- 5* The project will create 3 rows of covered seating on the west side of the stadium that may be sold at premium prices.
- 6* Facilities Rental will be generated from three 5,000 to 5,600 areas available for rental. Assumed to be rented for 50 events in initial year at \$1,000 per event. 100 events assumed in 6th year and 150 events assumed in 11th year. 4% annual escalation factor applied in year 6 and 11.
- 7* Maintenance is based on per foot per day cost in Student Union
- 8* Custodial is based on per foot per day cost in Student union.
- 9* Utilities are based on per foot per day cost in Student Union.
- 10* All furniture is expected to be replaced twice during life of loan. Kitchen equipment is expected to be replaced every 15 years. Amounts are allocated to renovate suites after each initial term expires.
- 11* Salaries escalate 4% per year and additional staff is added in year 6 and 11 when events are increased.
- 12* Food service is expected to break even as catering will be charged to the events. The only revenue generated off events is the rent included in assumption 9.
- 13* Revenues available to Athletics from revenues that were originally associated with project for other initiatives including gender equity.
- 14* Certain other revenues are currently allocated to Athletics debt for the 1996 Stadium expansion and the 2004 Indoor Practice Facility. As the related debt is paid, those funds could be diverted to this debt if occupancy does not hold strong.

Comments:

The purpose of this model is to show the viability of the project including:

That the seat revenues should cover debt service at 1.2X bond interest, and a significant contribution to academics.

That should Athletics fall short on seat revenues, there are other sources to cover expenses.

That operating expenses have been considered and can be absorbed.

The cumulative amount available to athletics for use on other initiatives for excellence should all assumptions hold.

**Boise State University
Ten Year Debt Projection
January 23, 2007**

Attachment 2

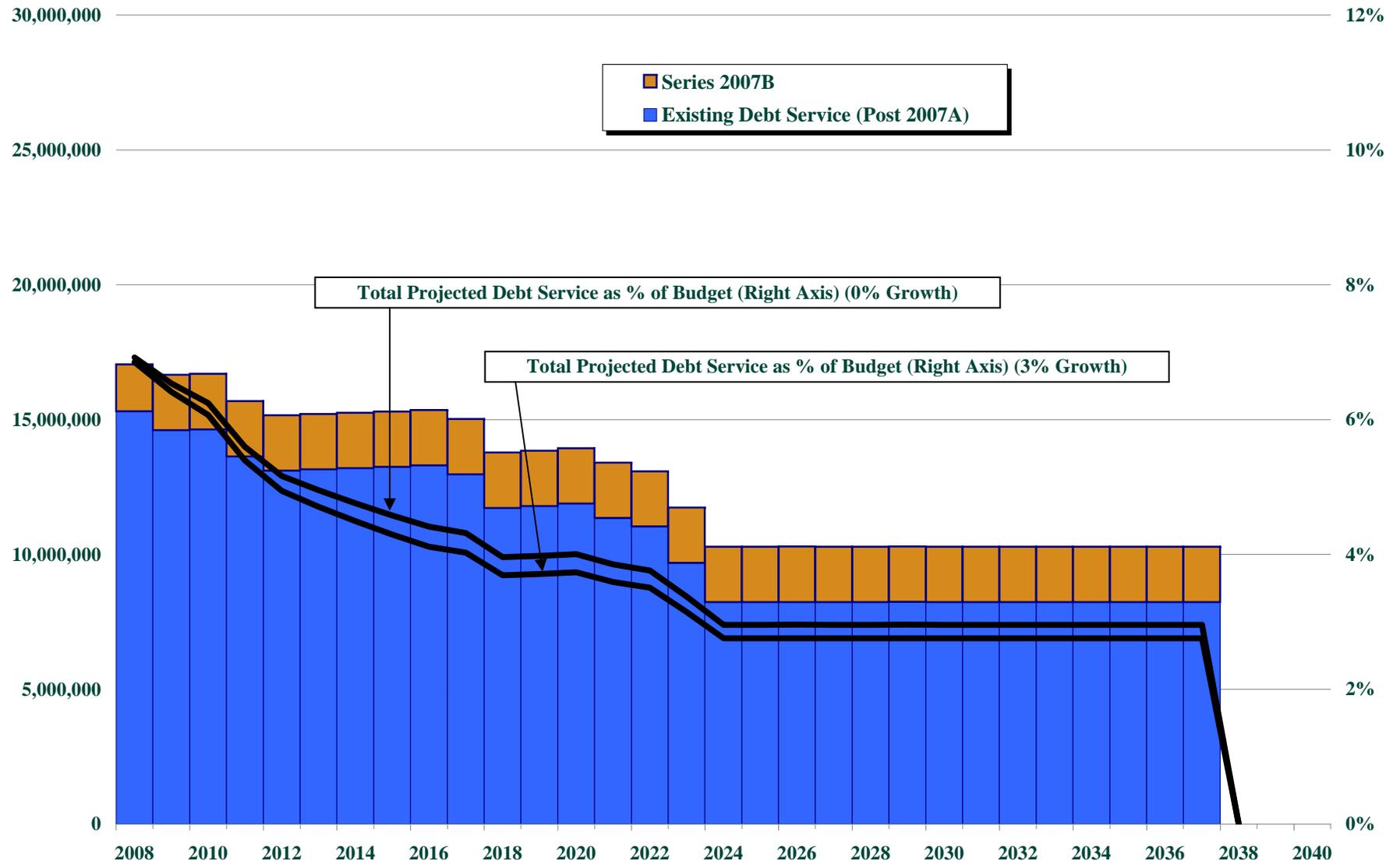
| | | FY 2006 | FY 2007 | FY 2008 | FY 2009 | FY 2010 | FY 2011 | FY 2012 | FY 2013 | FY 2014 | FY 2015 | FY2016 | Total | |
|---|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|----------------------------|--------------|
| 1 New Buildings | Cost | | | | | | | | | | | | | |
| | Est. Debt Financed | | | | | | | | | | | | | |
| | | | | | | | | | | | | | Annual Debt Service | |
| 2 | Stadium Suites | \$35,000,000 | | \$28,000,000 | | | | | | | | | | |
| 3 | 2007B | | | \$28,000,000 | \$1,754,667 | \$2,060,000 | \$2,062,200 | \$2,057,900 | \$2,062,400 | \$2,060,100 | \$2,061,300 | \$2,060,700 | \$2,058,300 | \$18,237,567 |
| 4 | CESED/Research Facility | \$35,000,000 | | \$31,000,000 | | | | | | | | | | |
| 5 | College of Business & Economic Building | \$30,000,000 | | \$15,000,000 | | | | | | | | | | |
| 6 | Student Housing | \$30,000,000 | | \$30,000,000 | | | | | | | | | | |
| 7 | 2008A | | \$76,000,000 | \$0 | 0 | \$2,611,000 | \$4,476,000 | \$5,566,000 | \$5,565,600 | \$5,566,300 | \$5,562,800 | \$5,565,100 | \$5,562,600 | \$40,475,400 |
| 8 | New Debt Financing | | \$104,000,000 | \$0 | \$0 | \$1,754,667 | \$4,671,000 | \$6,538,200 | \$7,623,900 | \$7,628,000 | \$7,626,400 | \$7,624,100 | \$7,625,800 | \$58,712,967 |
| 9 Beginning Facilities Fee Reserve | | \$0 | \$1,950,000 | \$6,192,000 | \$10,257,916 | \$15,722,645 | \$19,856,811 | \$23,252,790 | \$26,743,664 | \$30,329,542 | \$34,014,582 | \$37,795,325 | \$0 | |
| 10 | Debt Service | \$0 | \$0 | -\$4,462,366 | -\$6,986,375 | -\$8,853,575 | -\$9,939,275 | -\$9,943,375 | -\$9,941,775 | -\$9,939,475 | -\$9,941,175 | -\$9,936,275 | -\$79,943,666 | |
| 11 | SFF Fee revenue | \$1,950,000 | \$4,242,000 | \$6,273,615 | \$9,272,709 | \$9,365,436 | \$9,459,090 | \$9,553,681 | \$9,649,218 | \$9,745,710 | \$9,843,167 | \$9,941,599 | \$89,296,227 | |
| 12 | Pledges for debt service | | | \$500,000 | \$500,000 | \$500,000 | \$500,000 | \$500,000 | \$500,000 | \$500,000 | \$500,000 | \$500,000 | \$4,500,000 | |
| 13 | Project Revenues for debt service | | | \$1,754,667 | \$2,678,395 | \$3,122,305 | \$3,376,163 | \$3,380,568 | \$3,378,434 | \$3,378,805 | \$3,378,750 | \$3,375,758 | \$27,823,846 | |
| 14 Ending Facilities Fee Reserve | | \$1,950,000 | \$6,192,000 | \$10,257,916 | \$15,722,645 | \$19,856,811 | \$23,252,790 | \$26,743,664 | \$30,329,542 | \$34,014,582 | \$37,795,325 | \$41,676,407 | \$41,676,407 | |
| 15 Current University Debt Service | | | \$11,095,970 | \$15,051,342 | \$14,355,665 | \$14,386,156 | \$13,383,691 | \$12,700,250 | \$12,749,254 | \$12,795,586 | \$12,842,271 | \$12,894,209 | | |
| 16 Total Projected Debt Service | | \$0 | \$11,095,970 | \$16,806,009 | \$19,026,665 | \$20,924,356 | \$21,007,591 | \$20,328,250 | \$20,375,654 | \$20,419,686 | \$20,468,071 | \$20,515,109 | | |
| 17 Operating Budget (less direct loans, includes 3% growth in State support) | | \$242,140,615 | \$248,863,615 | \$259,947,327 | \$275,030,524 | \$290,729,321 | \$306,856,962 | \$323,167,370 | \$339,657,467 | \$356,333,299 | \$373,198,073 | | | |
| 18 Debt Service as a % of Operating Budget: | | | | | | | | | | | | | | |
| 19 3% Growth in State support | | | 4.58% | 6.75% | 7.32% | 7.61% | 7.23% | 6.62% | 6.30% | 6.01% | 5.74% | 5.50% | | |
| 20 2% Growth in State support | | | 4.58% | 6.78% | 7.37% | 7.68% | 7.32% | 6.72% | 6.42% | 6.13% | 5.87% | 5.63% | | |
| 21 1% Growth in State support | | | 4.58% | 6.80% | 7.42% | 7.75% | 7.40% | 6.82% | 6.53% | 6.25% | 6.00% | 5.77% | | |
| 22 0% Growth in State support | | | 4.58% | 6.82% | 7.46% | 7.83% | 7.49% | 6.92% | 6.63% | 6.37% | 6.12% | 5.90% | | |

Assumptions:

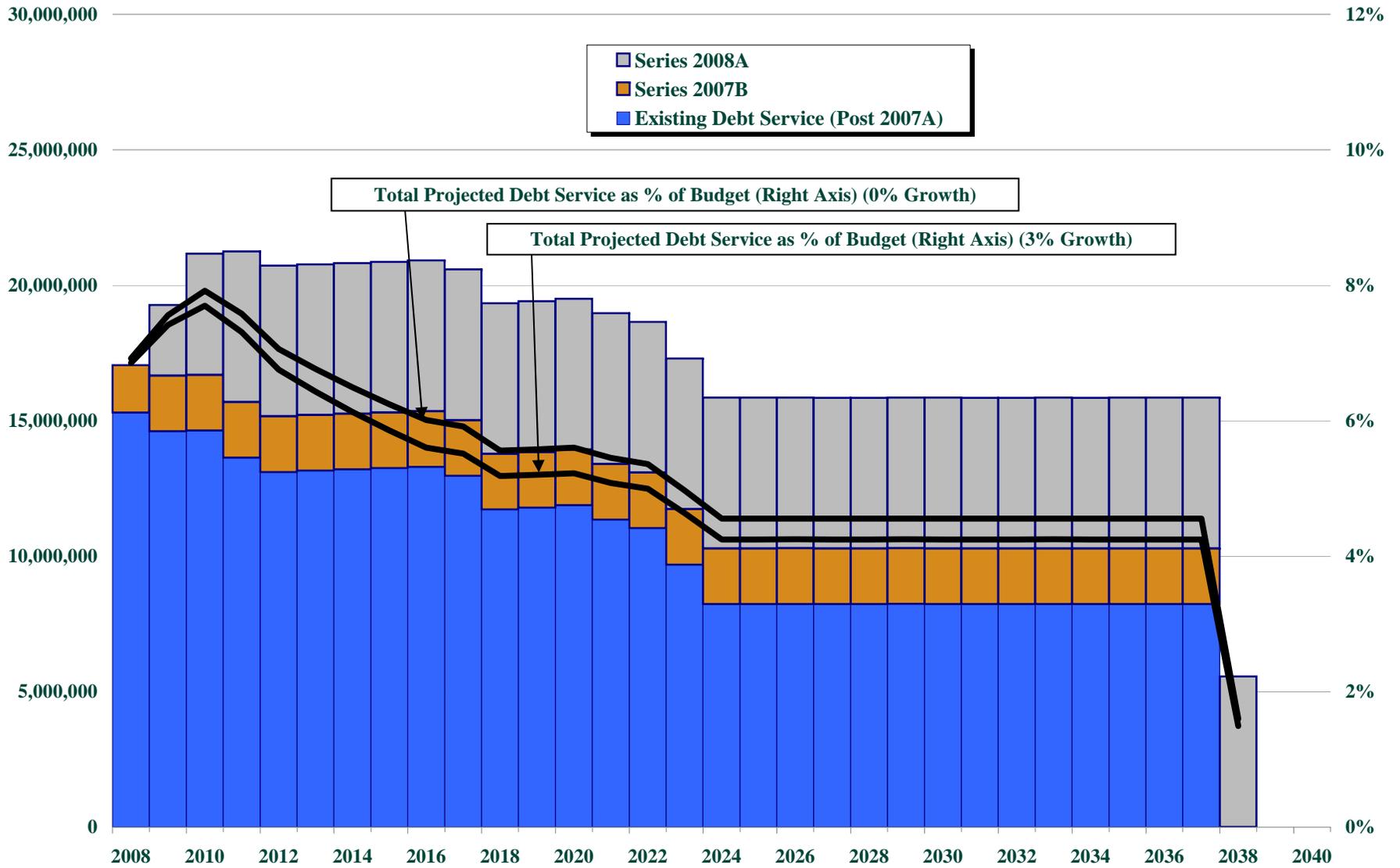
1. 1% growth in enrollment
2. \$1 SFF equals \$30,000 in annual funding, \$65 new fee in FY 2008 and \$95 new fee in FY 2009
3. Athletics revenues will equal debt service
4. Housing will pay 60% of debt service from operations
5. No new source of state funding for academic buildings
6. Debt Service on line 10 includes the amount of 2007A bonds that are being paid by the Strategic Facility Fee.

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Boise State University Existing and Proposed Debt Service to Budget Post Series 2007A and 2007B Issuance



**Boise State University
Existing and Proposed Debt Service to Budget
Post Series 2007A, 2007B and 2008A Issuance**



SUPPLEMENTAL RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF

\$ _____
BOISE STATE UNIVERSITY
GENERAL REVENUE BONDS, SERIES 2007B

AND

\$ _____
BOISE STATE UNIVERSITY
GENERAL REVENUE BONDS, SERIES 2007C (TAXABLE)

ADOPTED FEBRUARY 22, 2007

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SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION authorizing the issuance and sale of \$_____ General Revenue Bonds, Series 2007B and \$_____ General Revenue Bonds, Series 2007C (Taxable) of Boise State University; authorizing the execution and delivery of a Bond Purchase Agreement and a Continuing Disclosure Undertaking; and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2007 Bonds.

* * * * *

WHEREAS, Boise State University (the “*University*”) is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho; and

WHEREAS, the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the “*Board*”), is authorized, pursuant to Title 33, Chapter 38, Idaho Code, to issue bonds for “*projects*”, as defined in such act; and

WHEREAS, on September 17, 1992, the Board adopted a Resolution Providing for the Issuance of General Revenue Bonds (the “*Original Resolution*” and, as supplemented and amended, the “*Resolution*”); and

WHEREAS, the Board has determined to issue its \$_____ Boise State University General Revenue Bonds, Series 2007B (the “*Series 2007B Bonds*”) and \$_____ Boise State University General Revenue Bonds, Series 2007C (Taxable) (the “*Series 2007C Bonds*”) and, collectively with the Series 2007B Bonds, the “*Series 2007 Bonds*”) pursuant to Title 33, Chapter 38, Idaho Code, and Title 57, Chapter 5, Idaho Code (collectively, the “*Act*”), and the Resolution, to (i) finance a portion of the costs of the construction of an addition to the University’s football stadium, consisting of an enlarged and updated press box, stadium suites, premium seating, concourse upgrades to the west stadium entrance, concession stands, restrooms, and related facilities (the “*Series 2007 Project*”), (ii) pay costs of issuance of the Series 2007 Bonds, and (iii) with respect to the Series 2007B Bonds, to provide for capitalized interest on the Series 2007B Bonds; and

WHEREAS, in satisfaction of Section 33-3805 of the Act, the Board has determined that the Series 2007 Project is necessary for the proper operation of the University and is economically feasible;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions. (a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“Bond Purchase Agreement” means the Bond Purchase Agreement dated February 22, 2007, between the Board and the Underwriter, pursuant to which the Series 2007 Bonds are to be sold.

“Bond Register” means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2007 Bonds.

“Book-Entry System” means the book-entry system of registration of the Series 2007 Bonds described in Section 210 of this Supplemental Resolution.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking with respect to the Series 2007 Bonds, authorized by Section 205 of this Supplemental Resolution.

“DTC” means The Depository Trust Company, New York, New York.

“DTC Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

“Representation Letter” means the Blanket Representations Letter from the University to DTC dated June 18, 1999.

“Resolution” means the Resolution Providing for the Issuance of General Revenue Bonds, adopted by the Board on September 17, 1992, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution.

“Securities Depository” means DTC or any successor Securities Depository appointed pursuant to Section 211.

“Series 2007 Bondholder” means the holder of any Series 2007 Bond.

“*Series 2007 Bonds*” means, collectively, the Series 2007B Bonds and the Series 2007C Bonds.

“Series 2007B Bonds” means the University’s \$_____ Boise State University General Revenue Bonds, Series 2007B.

“Series 2007C Bonds” means the University’s \$_____ Boise State University General Revenue Bonds, Series 2007C (Taxable).

“*Series 2007 Costs of Issuance Fund*” means the special account created by Section 302 of this Supplemental Resolution, from which the Costs of Issuance of the Series 2007 Bonds shall be paid.

“*Supplemental Resolution*” means this Supplemental Resolution of the Board adopted on February 22, 2007, authorizing the Series 2007 Bonds.

“*Trustee*” means U.S. Bank National Association, Salt Lake City, Utah, and its successors and permitted assigns under the Resolution, as paying agent, trustee, and registrar for the Series 2007 Bonds.

“*2007 Insurer*” means MBIA Insurance Corporation, or any successor thereto.

“*2007 Policy*” means the financial guaranty insurance policy issued by the 2007 Insurer insuring the payment when due of the principal of and interest on the Series 2007 Bonds as provided therein.

“*Underwriter*” means Lehman Brothers Inc.

The terms “*hereby*,” “*hereof*,” “*hereto*,” “*herein*,” “*hereunder*,” and any similar terms as used in this Supplemental Resolution refer to this Supplemental Resolution.

Section 102. Authority for Supplemental Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2007 BONDS

Section 201. Authorization of Series 2007 Bonds, Principal Amount, Designation and Series. In order to provide funds to finance a portion of the cost of construction of the Series 2007 Project, pay Costs of Issuance of the Series 2007 Bonds, and, with respect to the Series 2007B Bonds, to provide for capitalized interest, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, two series of General Revenue Bonds are hereby authorized to be issued in the respective aggregate principal amounts of (i) with respect to the Series 2007B Bonds, \$_____, and (ii) with respect to the Series 2007C Bonds, \$_____. Such series of Bonds shall be designated “General Revenue Bonds, Series

2007B” and “General Revenue Bonds, Series 2007C (Taxable),” respectively. The Series 2007 Bonds shall be issued only in fully-registered form, without coupons. The Series 2007 Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

Section 202. Finding and Purpose. The Board hereby finds, determines and declares that, in satisfaction of Section 33-3805 of the Act, the Series 2007 Project is necessary for the proper operation of the University and is economically feasible, and the requirements of Article VII of the Resolution will have been complied with upon the delivery of the Series 2007 Bonds.

Section 203. Issue Date. The Series 2007 Bonds shall be dated the date of their original issuance and delivery.

Section 204. Series 2007 Bonds. (a) The Series 2007B Bonds shall bear interest at the rates and mature on the dates and in the principal amounts as follows:

| APRIL 1 OF THE YEAR | AMOUNT MATURING | INTEREST RATE |
|------------------------|--------------------|------------------|
| | \$ | % |

[(b) The Series 2007C Bonds shall mature on April 1, _____, and shall bear interest at the rate of ____% per annum.]

[(b) The Series 2007C Bonds shall bear interest at the rates and mature on the dates and in the principal amounts as follows:]

APRIL 1
OF THE YEAR

AMOUNT
MATURING

INTEREST
RATE

(c) The Series 2007 Bonds shall bear interest from their dated date, payable on October 1, 2007, and semiannually thereafter on each April 1 and October 1.

Section 205. Sale of Series 2007 Bonds. The Series 2007B Bonds authorized to be issued herein are hereby sold to the Underwriter at an aggregate purchase price equal to the principal amount of the Series 2007B Bonds, plus net original issuance premium of \$_____, on the terms and conditions set forth in the Bond Purchase Agreement. The Series 2007C Bonds authorized to be issued herein are hereby sold to the Underwriter at an aggregate purchase price equal to the principal amount of the Series 2007C Bonds, on the terms and conditions set forth in the Bond Purchase Agreement. To evidence the acceptance of the Bond Purchase Agreement, the Bursar and Vice President for Finance and Administration (the “*Bursar*”) is hereby authorized to execute and deliver, on behalf of the Board and the University, the Bond Purchase Agreement, in the form presented at this meeting.

The use of the final Official Statement (the “*Official Statement*”) of the University in connection with the sale of the Series 2007 Bonds, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the Bursar shall sign such Official Statement and deliver such Official Statement to the Underwriter for distribution to prospective purchasers of the Series 2007 Bonds and other interested persons, which signature shall evidence such approval. The use of the Preliminary Official Statement dated February 9, 2007, by the Underwriter and the actions of the University, including the certification by the Bursar deeming the Preliminary Official Statement final pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended (“*Rule 15c2-12*”) in connection with the offering of the Series 2007 Bonds, are hereby acknowledged, approved and ratified.

In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the Series 2007 Bonds that the University shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking is hereby ratified and approved in all respects, and the Bursar is hereby authorized to execute and deliver the Continuing Disclosure Undertaking in the form set forth in APPENDIX E to the Official Statement.

The Bursar of the University, the President of the Board (the “*President*”), and the Secretary of the Board (the “*Secretary*”) are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

Section 206. Execution and Delivery of Series 2007 Bonds. The Series 2007 Bonds shall be manually executed on behalf of the University by the President of the Board and the Bursar of the University, and attested by the Secretary of the Board. The Series 2007 Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the Resolution.

Section 207. Redemption of Series 2007 Bonds. (a) The Series 2007B Bonds maturing on or before April 1, 2017, shall not be subject to call or redemption prior to their stated dates of maturity. On or after April 1, 2017, at the election of the University, the Series 2007B Bonds maturing on or after April 1, 2018, shall be subject to redemption, in whole or in part, as selected by the University, upon notice as provided in Section 4.3(A) of the Resolution, at a price of 100% of the principal amount of the Series 2007B Bonds to be redeemed, plus accrued interest to the redemption date.

(b) The Series 2007B Bonds maturing on April 1, ____ shall be subject to redemption in part by operation of sinking fund installments, upon notice as provided in Section 4.3(A) of the Resolution, at a redemption price equal to 100% of the principal amount of the Series 2007 Bonds to be redeemed, together with accrued interest to the date of redemption, on the dates and in the Mandatory Redemption Amounts as follows:

| APRIL 1 OF THE YEAR | MANDATORY REDEMPTION AMOUNT |
|------------------------|--------------------------------|
| | \$ |

* Stated maturity.

(c) The Series 2007C Bonds are subject to optional redemption, upon notice as provided in Section 4.3(A) of the Resolution, on any date prior to their maturity, in whole or in part, with maturities to be designated by the University, at a redemption price equal to 100% of the principal amount of such Series 2007C Bonds plus the Make-Whole Premium (as defined below), if any, plus the accrued interest, if any, thereon to the redemption date.

The “*Make-Whole Premium*” with respect to any Series 2007C Bond to be redeemed will be equal to the excess, if any, of the sum of the present values, calculated as of the redemption date, of (i) each interest payment that, but for such redemption, would have been payable on the Series 2007C Bond or portion thereof being redeemed on each interest payment date occurring after the redemption date (excluding any accrued interest for the period prior to the redemption date), and (ii) the principal amount that, but for such redemption, would have been payable on the applicable mandatory distribution date or at the stated maturity, as applicable, of the Series 2007C Bond being redeemed, divided by the principal amount of the Series 2007C Bond being redeemed.

The present values of interest and principal payments referred to in the above paragraph will be determined in accordance with generally accepted principles of financial analysis. These present values will be calculated by discounting the amount of each payment of interest or principal from the date that each such payment would have been payable, but for the redemption, to the redemption date at a discount rate equal to the “comparable treasury yield” (as defined below) plus 12.5 basis points. The Make-Whole Premium will be calculated by an independent investment banking institution or independent financial advisor of national standing appointed by the University.

For purposes of determining the Make-Whole Premium, “comparable treasury yield” means a rate of interest per annum equal to the weekly average yield to maturity of United States Treasury Securities that have a constant maturity that corresponds to the remaining term to maturity of the Series 2007C Bonds, calculated to the nearest 1/12th of a year. The comparable treasury yield will be determined as of the third business day immediately preceding the applicable redemption date.

The weekly average yields of United States Treasury Securities will be determined by reference to the most recent statistical release published by the Federal Reserve Bank of New York and designated “H.15(519) Selected Interest Rates” or any successor release (the “*H.15 statistical release*”). If the H.15 statistical release sets forth a weekly average yield for United States Treasury Securities having a constant maturity that is the same as the remaining term calculated as set forth above, then the comparable treasury yield will be equal to such weekly average yield. In all other cases, the comparable treasury yield will be calculated by interpolation on a straight-line basis, between the weekly average yields on the United States Treasury Securities that have a constant maturity closest to and less than the remaining term (in each case as set forth in the H.15 statistical release or any successor release). Any weekly average yields calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward. If weekly average yields for United States Treasury Securities are not available in the H.15 statistical release or otherwise, then the comparable treasury yield will be calculated by interpolation of comparable rates selected by an independent investment banker or independent financial advisor, in the manner described above.

(d) If not previously redeemed as described above, the Series 2007C Bonds are subject to mandatory distribution, on a pro rata basis (and not by lot) in increments of \$5,000, at a price of par plus accrued interest to the date of distribution, on April 1 in the years and amounts shown below:

| APRIL 1 OF THE YEAR | MANDATORY DISTRIBUTION AMOUNT |
|------------------------|----------------------------------|
| | \$ |

* Stated maturity.

The portion of the principal amount of each Series 2007C Bond to be distributed (per \$5,000 original principal amount) on each mandatory distribution date and the resulting principal amount of each Series 2007C Bond remaining outstanding (per \$5,000 original principal amount) upon each such distribution are shown in the following table:

| DUE | PRINCIPAL DISTRIBUTED PER \$5,000 | REMAINING PRINCIPAL PER \$5,000 |
|-----|--------------------------------------|------------------------------------|
|-----|--------------------------------------|------------------------------------|

Section 208. Form of Series 2007 Bond. The Series 2007 Bonds are hereby authorized to be issued in the form set forth in *Exhibit A* attached hereto and incorporated herein by this reference.

Section 209. Submittal to Attorney General. There shall promptly be submitted to the Attorney General of the State of Idaho by the Secretary of the Board, a certified copy of this Supplemental Resolution, together with the proceedings relating to their adoption, in order that the Attorney General may examine and pass upon the validity of the Series 2007 Bonds and the regularity of such proceedings, in the manner and with the effect specified in the Act.

Section 210. Book-Entry-Only System. (a) The Series 2007 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2007 Bonds, except in the event that the Trustee issues Replacement Bonds, as provided below. It is anticipated that during the term of the Series 2007 Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the Series 2007 Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the Series 2007 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on the Series 2007 Bonds and all notices with respect to the Series 2007 Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the Series 2007 Bonds, and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the book-entry system of the Securities Depository, the University shall execute, and the Trustee shall authenticate and deliver, one or more Series 2007 Bond certificates (the "*Replacement Bonds*") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the Series 2007 Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2007 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the

Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to Series 2007 Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the Series 2007 Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the Series 2007 Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2007 Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the Series 2007 Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Bond Resolution, which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of the Resolution, the terms of the Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 211. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the Series 2007 Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of Series 2007 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 212. Bond Insurance. Payment of principal of and interest on the Series 2007 Bonds is guaranteed by the 2007 Insurer in accordance with the terms of the 2007 Policy. The

2007 Insurer's obligations are set forth in the 2007 Policy. The 2007 Policy is on file with the Trustee and may be obtained from the Trustee or the 2007 Insurer. So long as the Series 2007 Bonds shall be insured by the 2007 Policy and so long as the 2007 Insurer shall not be in payment default under the 2007 Policy, the following provisions, and other provisions herein referring to the 2007 Insurer, shall be in effect, and shall take precedence over any provision of the Resolution to the contrary:

A. In the event that, on the second Business Day, and again on the Business Day, prior to the payment date on the Series 2007 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Series 2007 Bonds due on the second following or following, as the case may be, Business Day, the Trustee shall immediately notify the 2007 Insurer or its designee on the same Business Day by telephone or telegraph, confirmed in writing by registered or certified mail, of the amount of the deficiency.

B. if the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the 2007 Insurer or its designee.

C. In addition, if the Trustee has notice that any 2007 Bondholder has been required to disgorge payments of principal or interest on the Series 2007 Bonds to a trustee in bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such 2007 Bondholder within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the 2007 Insurer or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

D. The Trustee is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Series 2007 Bondholders of the Series 2007 Bonds as follows:

1. If and to the extent there is a deficiency in amounts required to pay interest on the Series 2007 Bonds, the Trustee shall (a) execute and deliver to U.S. Bank Trust National Association, or its successors under the 2007 Policy (the "*Insurance Trustee*"), in form satisfactory to the Insurance Trustee, an instrument appointing the 2007 Insurer as agent for such Series 2007 Bondholders in any legal proceeding related to the payment of such interest and an assignment to the 2007 Insurer of the claims for interest to which such deficiency relates and which are paid by the 2007 Insurer, (b) receive as designee of the respective Series 2007 Bondholders (and not as Trustee) in accordance with the tenor of the 2007 Policy payment from the Insurance Trustee with respect to the, claims for interest so assigned, and (c) disburse the same to such respective Series 2007 Bondholders; and

2. If and to the extent of a deficiency in amounts required to pay principal of the Series 2007 Bonds, the Trustee shall (a) execute and deliver to the Insurance Trustee in form satisfactory to the Insurance Trustee an instrument

appointing the 2007 Insurer as agent for such Series 2007 Bondholder in any legal proceeding relating to the payment of such principal and an assignment to the 2007 Insurer of any of the Series 2007 Bond surrendered to the Insurance Trustee of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Insurance Trustee is received), (b) receive as designee of the respective Series 2007 Bondholders (and not as Trustee) in accordance with the tenor of the 2007 Policy payment therefor from the Insurance Trustee, and (c) disburse the same to such Series 2007 Bondholders.

E. Payments with respect to claims for interest on and principal of Series 2007 Bonds disbursed by the Trustee from proceeds of the 2007 Policy shall not be considered to discharge the obligation of the University with respect to such Series 2007 Bonds, and the 2007 Insurer shall become the owner of such unpaid Series 2007 Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

F. Irrespective of whether any such assignment is executed and delivered, the University and the Trustee hereby agree for the benefit of the 2007 Insurer that:

1. They recognize that to the extent the 2007 Insurer makes payments, directly or indirectly (as by paying through the Trustee), on account of principal of or interest on the Series 2007 Bonds, the 2007 Insurer will be subrogated to the rights of such Series 2007 Bondholders to receive the amount of such principal and interest from the University, with interest thereon as provided and solely from the sources stated in the Resolution and the Series 2007 Bonds; and

2. They will accordingly pay to the 2007 Insurer the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the fast paragraph of the 2007 Policy, which principal and interest shall be deemed past due and not to have been paid), with interest thereon as provided in this Series 2007 Supplemental Resolution and the Series 2007 Bond, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Series 2007 Bonds to Series 2007 Bondholders, and will otherwise treat the 2007 Insurer as the owner of such rights to the amount of such principal and interest.

G. In connection with the issuance of additional Bonds, the University shall deliver to the 2007 Insurer a copy of the disclosure document, if any, circulated with respect to such additional Bonds.

H. Copies of any amendments made to the documents executed in connection with the issuance of the Series 2007 Bonds which are consented to by the 2007 Insurer shall be sent to Standard & Poor's Corporation.

I. The 2007 Insurer shall receive notice of the resignation or removal of the Trustee and the appointment of a successor thereto.

J. The 2007 Insurer shall receive copies of all notices required to be delivered to 2007 Bondholders and, on an annual basis, copies of the University's audited financial statements and annual budget. Any notice that is required to be given to a holder of the Series 2007 Bond or to the Trustee pursuant to the Resolution shall also be provided to the 2007 Insurer. All notices required to be given to the 2007 Insurer under the Resolution shall be in writing and shall be sent by registered or certified mail addressed to MBIA Insurance Corporation, 113 King Street, Armonk, New York 10504 Attention: Surveillance.

K. The University agrees to reimburse the 2007 Insurer immediately and unconditionally upon demand, to the extent permitted by law, for all reasonable expenses, including attorneys' fees and expenses, incurred by the 2007 Insurer in connection with (i) the enforcement by the 2007 Insurer of the University's obligations, or the preservation or defense of any rights of the 2007 Insurer, under the Resolution and any other document executed in connection with the issuance of the Series 2007 Bonds, and (ii) any consent, amendment, waiver or other action with respect to the Resolution or any related document, whether or not granted or approved, together with interest on all such expenses from and including the date incurred to the date of payment at Citibank's Prime Rate plus 3% or the maximum interest rate permitted by law, whichever is less. In addition, the 2007 Insurer reserves the right to charge a fee in connection with its review of any such consent, amendment or waiver, whether or not granted or approved.

L. The University agrees not to use the 2007 Insurer's name in any public document including, without limitation, a press release or presentation, announcement or forum without the 2007 Insurer's prior consent; *provided however*, such prohibition on the use of the 2007 Insurer's name shall not relate to the use of the 2007 Insurer's standard approved form of disclosure in public documents issued in connection with the current Series 2007 Bonds to be issued in accordance with the terms of the Commitment; and *provided further* such prohibition shall not apply to the use of the 2007 Insurer's name in order to comply with public notice, public meeting or public reporting requirements.

M. The University shall not enter into any agreement nor shall it consent to or participate in any arrangement pursuant to which the Series 2007 Bonds are tendered or purchased for any purpose other than the redemption and cancellation or legal defeasance of such Series 2007 Bonds without the prior written consent of the 2007 Insurer.

N. Any notices required to be given by the University and/or Trustee shall be given to the 2007 Insurer, Attn: Insured Portfolio Management.

O. So long as the Series 2007 Bonds remain outstanding and the 2007 Insurer is not in default under the 2007 Policy, the consent of the 2007 Insurer must be obtained for amendments affecting the Series 2007 Bonds that are of the type referred to in

Section 10.1(A) of the Resolution, and for amendments that modify the obligations of the 2007 Insurer with respect to the 2007 Policy.

P. Notwithstanding any of the provisions of Article XI of the Resolution, after any Event of Default occurring under Section 11.1 of the Resolution, and subject to this Series 2007 Supplemental Resolution, the 2007 Insurer shall have the complete and exclusive right to pursue and enforce any and all remedies available to the Registered Owners of the Series 2007 Bonds under Article XI. The Series 2007 Bonds may not be accelerated or, in the event of acceleration, annulled, without the consent of the 2007 Insurer. The 2007 Insurer shall receive immediate notice of any Event of Default known to the Trustee or the University.

Q. In the event of defeasance of the Series 2007 Bonds, the 2007 Insurer shall be provided with an opinion of counsel acceptable to the 2007 Insurer that the Series 2007 Bonds have been legally defeased and the escrow agreement establishing such defeasance operates to legally defease the Series 2007 Bonds within the meaning of the Resolution. The Insurer shall receive (i) 15 business days' notice of any advance refunding of the Series 2007 Bonds and (ii) with respect to any defeasance in connection with an advance refunding of the Series 2007 Bonds, an accountant's report with respect to the sufficiency of the amounts deposited in escrow to defease the Series 2007 Bonds.

ARTICLE III

CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS

Section 301. Creation of Accounts. In accordance with Section 5.4(B) of the Resolution, there is hereby established in the Construction Fund a "Series 2007 Project Account," to be held by the University.

Section 302. Application of Proceeds of Series 2007 Bonds. The proceeds of the sale of the Series 2007 Bonds (net of (i) the \$_____ fee paid to the Underwriter for its services with respect to the Series 2007 Bonds; and (ii) the \$_____ amount paid to the Series 2007 Insurer by the Underwriter for the account of the University for the premium on the 2007 Policy) shall be deposited as follows:

(a) \$_____ for deposit into the Series 2007 Project Account, to acquire and construct the Series 2007 Project and to pay Costs of Issuance of the Series 2007 Bonds; and

(b) \$_____ for deposit into the Debt Service Account, representing capitalized interest on the Series 2007B Bonds.

Before any payment is made from the Series 2007 Project Account, the University shall execute a Written Certificate as required by Section 5.4(E) or 5.4(F), respectively, of the Resolution.

ARTICLE IV

MISCELLANEOUS

Section 401. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution should be contrary to law, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution, this Supplemental Resolution or the Series 2007 Bonds, but the Series 2007 bondholders shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 402. Conflicting Resolutions; Effective Date. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED AND APPROVED this 22nd day of February, 2007.

BOARD OF TRUSTEES OF BOISE STATE
UNIVERSITY

President

ATTEST:

Secretary

[SEAL]

EXHIBIT A

[FORM OF SERIES 2007 BONDS]

R-_____ \$_____

**UNITED STATES OF AMERICA
STATE OF IDAHO**

**BOISE STATE UNIVERSITY
GENERAL REVENUE BONDS, SERIES 2007[B][C (TAXABLE)]**

| | | | |
|------------------|------------------|---------------|-------|
| INTEREST RATE | MATURITY DATE | DATED DATE | CUSIP |
| _____% | April 1, ____ | _____, 2007 | _____ |

Registered Owner:

Principal Amount: ----- DOLLARS-----

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the “*University*”), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on October 1, 2007, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

THIS BOND IS AN OBLIGATION OF THE UNIVERSITY PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS HEREOF AND IS NOT AN OBLIGATION, GENERAL, SPECIAL, OR OTHERWISE OF THE STATE OF IDAHO, DOES NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE, OF THE STATE OF IDAHO, AND IS NOT ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT HEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE REVENUES, FEES, AND CHARGES PLEDGED THERETO IN THE RESOLUTION. The principal of, interest on, and redemption price of the Bonds is payable solely from Pledged Revenues, which consist principally of revenues from certain student fees and enterprises, as more particularly set forth in the Resolution. Pursuant to the Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund to provide for the prompt payment of the principal of, interest on, and redemption price of the Bonds. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security for the Bonds, reference is made to the provisions of the Resolution.

Principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the “*Bond Register*”) maintained by U.S. Bank National Association, Salt Lake City, Utah (the “*Trustee*”). Interest shall be paid to the registered owner whose name appears on the Bond Register on the 15th day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid to such registered owner on the due date, by check or draft of the Trustee or by wire or other transfer, at the address appearing on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee on or after the date of maturity or prior redemption.

This Bond is one of the General Revenue Bonds, Series 2007[B][C (Taxable)] (the “*Series 2007[B][C] Bonds*”), of the University issued in the aggregate principal amount of \$_____ for the purpose of (i) financing a portion of the costs of the construction of an addition to the University’s football stadium[, (ii) providing for capitalized interest] and [(iii)] paying costs of issuance of the Series 2007[B][C] Bonds. The Series 2007[B][C] Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Title 33, Chapter 38, Idaho Code, and a Resolution Providing for the Issuance of General Revenue Bonds, duly adopted and authorized by the Board of Trustees of the University (the “*Board*”) on September 17, 1992, as previously supplemented and amended, and as further supplemented and amended by a Supplemental Resolution adopted by the Board on February 22, 2007, authorizing the issuance of the Series 2007[B][C] Bonds (collectively, the “*Resolution*”).

[The Series 2007B Bonds maturing on or before April 1, 2017, are not subject to call or redemption prior to their stated dates of maturity. On or after April 1, 2017, at the election of the University, the Series 2007B Bonds maturing on or after April 1, 2018, are subject to redemption, in whole or in part, as selected by the University, upon notice as hereinafter provided, at a price of 100% of the principal amount of the Series 2007B Bonds to be redeemed, plus accrued interest to the redemption date.]

[The Series 2007B Bonds maturing on April 1, ____ shall be subject to redemption in part by operation of sinking fund installments, upon notice as provided in the Resolution, at a redemption price equal to 100% of the principal amount of the Series 2007B Bonds to be redeemed, together with accrued interest to the date of redemption, on the dates and in the Mandatory Redemption Amounts as follows:]

APRIL 1
OF THE YEAR

MANDATORY
REDEMPTION AMOUNT

\$

* Stated maturity.

[The Series 2007C Bonds are subject to optional redemption, upon notice as provided in Section 4.3(A) of the Resolution, on any date prior to their maturity, in whole or in part, with maturities to be designated by the University, at a redemption price equal to 100% of the principal amount of such Series 2007C Bonds plus the Make-Whole Premium (as defined below), if any, plus the accrued interest, if any, thereon to the redemption date.

The “*Make-Whole Premium*” with respect to any Series 2007C Bond to be redeemed will be equal to the excess, if any, of the sum of the present values, calculated as of the redemption date, of (i) each interest payment that, but for such redemption, would have been payable on the Series 2007C Bond or portion thereof being redeemed on each interest payment date occurring after the redemption date (excluding any accrued interest for the period prior to the redemption date), and (ii) the principal amount that, but for such redemption, would have been payable on the applicable mandatory distribution date or at the stated maturity, as applicable, of the Series 2007C Bond being redeemed, divided by the principal amount of the Series 2007C Bond being redeemed.

The present values of interest and principal payments referred to in the above paragraph will be determined in accordance with generally accepted principles of financial analysis. These present values will be calculated by discounting the amount of each payment of interest or principal from the date that each such payment would have been payable, but for the redemption, to the redemption date at a discount rate equal to the “comparable treasury yield” (as defined below) plus 12.5 basis points. The Make-Whole Premium will be calculated by an independent investment banking institution or independent financial advisor of national standing appointed by the University.

For purposes of determining the Make-Whole Premium, “comparable treasury yield” means a rate of interest per annum equal to the weekly average yield to maturity of United States Treasury Securities that have a constant maturity that corresponds to the remaining term to maturity of the Series 2007C Bonds, calculated to the nearest 1/12th of a year. The comparable treasury yield will be determined as of the third business day immediately preceding the applicable redemption date.

The weekly average yields of United States Treasury Securities will be determined by reference to the most recent statistical release published by the Federal Reserve Bank of New

York and designated “H.15(519) Selected Interest Rates” or any successor release (the “*H.15 statistical release*”). If the H.15 statistical release sets forth a weekly average yield for United States Treasury Securities having a constant maturity that is the same as the remaining term calculated as set forth above, then the comparable treasury yield will be equal to such weekly average yield. In all other cases, the comparable treasury yield will be calculated by interpolation on a straight-line basis, between the weekly average yields on the United States Treasury Securities that have a constant maturity closest to and less than the remaining term (in each case as set forth in the H.15 statistical release or any successor release). Any weekly average yields calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward. If weekly average yields for United States Treasury Securities are not available in the H.15 statistical release or otherwise, then the comparable treasury yield will be calculated by interpolation of comparable rates selected by an independent investment banker or independent financial advisor, in the manner described above.

If not previously redeemed as described above, the Series 2007C Bonds are subject to mandatory distribution, on a pro rata basis (and not by lot) in increments of \$5,000, at a price of par plus accrued interest to the date of distribution, on April 1 in the years and amounts shown below:]

| | |
|------------------------|----------------------------------|
| APRIL 1 OF THE YEAR | MANDATORY DISTRIBUTION AMOUNT |
| | \$ |

*

* Stated maturity.

[The portion of the principal amount of each Series 2007C Bond to be distributed (per \$5,000 original principal amount) on each mandatory distribution date and the resulting principal amount of each Series 2007C Bond remaining outstanding (per \$5,000 original principal amount) upon each such distribution are shown in the following table:]

| DUE | PRINCIPAL DISTRIBUTED PER \$5,000 | REMAINING PRINCIPAL PER \$5,000 |
|-----|--------------------------------------|------------------------------------|
|-----|--------------------------------------|------------------------------------|

The Series 2007[B][C] Bonds are initially issued in the form of a separate certificated, fully-registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“*DTC*”).

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE UNIVERSITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Notice of redemption shall be given by mailing notice to the registered owner thereof not less than 35 days nor more than 60 days prior to the redemption date at the address shown on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Provided that funds for the redemption price, together with interest to the redemption date, are on deposit at the place of payment at such time, the Series 2007[B][C] Bonds shall cease to accrue interest on the specified redemption date and shall not be deemed to be outstanding as of such redemption date.

Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation with respect to this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

The Series 2007[B][C] Bonds shall not be transferable or exchangeable except as set forth in the Resolution. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee. Upon such transfer, a new Series 2007[B][C] Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the other Series 2007[B][C] Bonds of this issue does not violate any constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board and the Bursar of the University, and attested by the Secretary of the Board, and a facsimile or original of the official seal of the University to be imprinted hereon, as of this ____ day of March, 2007.

BOISE STATE UNIVERSITY

By _____
President,
Board of Trustees

By _____
Bursar

ATTEST:

Secretary,
Board of Trustees

[SEAL]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Boise State University General Revenue Bonds, Series 2007[B][C (Taxable)], described in the within-mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signature

Date of Authentication: _____.

STATEMENT OF INSURANCE

MBIA Insurance Corporation (the “*Insurer*”) has issued a policy containing the following provisions, such policy being on file at U.S. Bank National Association, Salt Lake City, Utah.

The Insurer, in consideration of the payment of the premium and subject to the terms of this policy, hereby unconditionally and irrevocably guarantees to any owner, as hereinafter defined, of the following described obligations, the full and complete payment required to be made by or on behalf of the University to U.S. Bank National Association or its successor (the “*Paying Agent*”) of an amount equal to (i) the principal of (either at the stated maturity or by any advancement of maturity pursuant to a mandatory sinking fund payment) and interest on, the Obligations (as that term is defined below) as such payments shall become due but shall not be so paid (except that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments guaranteed hereby shall be made in such amounts and at such times as such payments of principal would have been due had there not been any such acceleration, unless the Insurer elects in its sole discretion, to pay in whole or in part any principal due by reason of such acceleration); and (ii) the reimbursement of any such payment which is subsequently recovered from any owner pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such owner within the meaning of any applicable bankruptcy law. The amounts referred to in clauses (i) and (ii) of the preceding sentence shall be referred to herein collectively as the “Insured Amounts.” “Obligations” shall mean:

\$ _____

**BOISE STATE UNIVERSITY
GENERAL REVENUE BONDS, SERIES 2007[B][C (TAXABLE)]**

Upon receipt of telephonic or telegraphic notice, such notice subsequently confirmed in writing by registered or certified mail, or upon receipt of written notice by registered or certified mail, by the Insurer from the Paying Agent or any owner of an Obligation the payment of an Insured Amount for which is then due, that such required payment has not been made, the Insurer on the due date of such payment or within one business day after receipt of notice of such nonpayment, whichever is later, will make a deposit of funds, in an account with U.S. Bank Trust National Association, in New York, New York, or its successor, sufficient for the payment of any such Insured Amounts which are then due. Upon presentment and surrender of such Obligations or presentment of such other proof of ownership of the Obligations, together with any appropriate instruments of assignment to evidence the assignment of the Insured Amounts due on the Obligations as are paid by the Insurer, and appropriate instruments to effect the appointment of the Insurer as agent for such owners of the Obligations in any legal proceeding related to payment of Insured Amounts on the Obligations, such instruments being in a form satisfactory to U.S. Bank Trust National Association, U.S. Bank Trust National Association shall disburse to such owners or the Paying Agent payment of the Insured Amounts due on such

Obligations, less any amount held by the Paying Agent for the payment of such Insured Amounts and legally available therefor. This policy does not insure against loss of any prepayment premium which may at any time be payable with respect to any Obligation.

As used herein, the term “owner” shall mean the registered owner of any Obligation as indicated in the books maintained by the Paying Agent, Boise State University (the “*University*”), or any designee of the University for such purpose. The term owner shall not include the University or any party whose agreement with the University constitutes the underlying security for the Obligations.

Any service of process on the Insurer may be made to the Insurer at its offices located at 113 King Street, Armonk, New York 10504 and such service of process shall be valid and binding.

This policy is non-cancellable for any reason. The premium on this policy is not refundable for any reason including the payment prior to maturity of the Obligations.

In the event the Insurer were to become insolvent, any claims arising under a policy of financial guaranty insurance are excluded from coverage by the California Insurance Guaranty Association, established pursuant to Article 14.2 (commencing with Section 1063) of Chapter 1 of Part 2 of Division 1 of the California Insurance Code.

MBIA INSURANCE CORPORATION

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

| | | | |
|---------|---|--|--|
| TEN COM | — | as tenants in common | UNIF TRAN MIN ACT— |
| TEN ENT | — | as tenants by the entirety | _____ Custodian _____ |
| JT TEN | — | as joint tenants with right of survivorship and not as tenants in common | (Cust) (Minor) under Uniform Transfers to Minors Act of _____ (State) |

Additional abbreviations may also be used though not in the list above.

For value received _____ hereby sells, assigns and transfers unto

INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of BOISE STATE UNIVERSITY, and hereby irrevocably constitutes and appoints _____ Attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

VALIDATION CERTIFICATE

I hereby certify that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within bond; that such proceedings and such bond conform to and show lawful authority for the issuance thereof in accordance with the provisions of Title 33, Chapter 38, Idaho Code, as amended. Such bond has been issued in accordance with the Constitution and laws of the State of Idaho and shall in any suit, action or proceeding involving its validity be conclusively deemed to be fully authorized by Title 33, Chapter 38, Idaho Code, and to have been issued, sold, executed, and delivered in conformity with the Constitution and laws of the State of Idaho and to be valid and binding and enforceable in accordance with its terms, and such bond is incontestable for any cause.

Hon. Lawrence Wasden
Attorney General

BOISE STATE UNIVERSITY

\$ _____
**GENERAL REVENUE BONDS,
SERIES 2007B**

AND

\$ _____
**GENERAL REVENUE BONDS,
SERIES 2007C (TAXABLE)**

BOND PURCHASE AGREEMENT

February 22, 2007

Boise State University
Attn: Stacy Pearson, Vice President
for Finance and Administration
1910 University Drive
Boise, Idaho 83725

Ladies and Gentlemen:

The undersigned, Lehman Brothers Inc., as underwriter (the "*Underwriter*"), hereby offers to enter into this Bond Purchase Agreement (the "*Purchase Agreement*") with Boise State University (the "*University*"), which, upon the acceptance by the University of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon the University and the Underwriter.

This offer is made subject to your acceptance and approval on or before 5:00 p.m. Mountain Time on the date hereof, and until so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the University by the Underwriter at any time prior to the execution and acceptance hereof by the University. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter defined Resolution.

ARTICLE I

Section 1.1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the University, and the University hereby agrees to sell to the Underwriter, all, but

not less than all, of the University's \$ _____ General Revenue Bonds, Series 2007B (the "*Series 2007B Bonds*") and \$ _____ General Revenue Bonds, Series 2007C (Taxable) (the "*Series 2007C Bonds*" and, collectively with the Series 2007B Bonds, the "*Bonds*"), for a purchase price (the "*Purchase Price*") equal to (i) with respect to the Series 2007B Bonds, \$ _____, representing the principal amount of the Series 2007B Bonds, plus net original issue premium of \$ _____, and (ii) with respect to the Series 2007C Bonds, \$ _____, being the principal amount of the Series 2007C Bonds. In consideration for its services, the University agrees to pay to the Underwriter fees of \$ _____ for the Series 2007B Bonds and \$ _____ for the Series 2007C Bonds (the "*Underwriter's Fees*").

Section 1.2. The Bonds. The Bonds are being issued to (i) finance the costs of the acquisition and construction of an addition to the University's Bronco Stadium; (ii) provide for capitalized interest on the Series 2007B Bonds; and (iii) pay costs of issuance of the Bonds.

The Bonds shall be dated as of their date of delivery, bear interest at the rates, mature in the amounts and on the dates, and be subject to redemption and distribution prior to maturity, as set forth in SCHEDULE I hereto. The Bonds shall be issued pursuant to the Resolution Providing for the Issuance of General Revenue Bonds, adopted by the Board on September 17, 1992, as previously supplemented and amended (the "*Master Resolution*"), and as further supplemented by a Supplemental Resolution adopted February 22, 2007 (the "*Supplemental Resolution*" and, together with the Master Resolution, the "*Resolution*") by the Board of Trustees of the University (the "*Board*"), substantially in the form heretofore delivered to the Underwriter, with only such changes therein as shall be mutually agreed upon between us.

The Bonds will be payable from and secured by a pledge of certain revenues of the University (as defined in the Resolution, the "*Pledged Revenues*"), on a parity with all bonds now outstanding under the Resolution (collectively, the "*Outstanding Parity Bonds*") and any additional bonds hereafter issued under the Resolution.

A financial guarantee insurance policy (the "*Insurance Policy*") to be issued by MBIA Insurance Corporation (the "*Bond Insurer*") concurrently with the issuance of the Bonds shall insure the Bonds.

Section 1.3. Official Statement; Continuing Disclosure. (a) The Bonds shall be offered pursuant to an Official Statement of even date herewith (which, together with the cover page and all appendices thereto, and with such changes therein and supplements thereto which are consented to in writing by the Underwriter is herein called the "*Official Statement*").

(b) Concurrently with the University's execution hereof, the University shall deliver or cause to be delivered to the Underwriter one copy of the Official Statement, substantially in the same form as the Preliminary Official Statement dated February __, 2007 (the "*Preliminary Official Statement*") with only such changes therein as shall have been accepted by the Underwriter, signed on behalf of the University by its Vice President for Finance and Administration. The University has previously deemed the Official Statement "final" as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission ("*Rule 15c2-12*"), and the University hereby authorizes the use of the Official

Statement by the Underwriter in connection with the public offering and sale of the Bonds. The University agrees to provide to the Underwriter, on or prior to the Closing Date, and in any event not later than seven business days after the date hereof, sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12 and Rule G-32 of the Municipal Securities Rulemaking Board.

(c) If at any time prior to 25 days after the “end of the underwriting period” (as defined below), any event shall occur of which the University has knowledge which might or would cause the Official Statement to contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the University shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the University will (i) supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and (ii) provide the Underwriter with such certificates and legal opinions as shall be requested by the Underwriter in order to evidence the accuracy and completeness of the Official Statement as so supplemented or amended. If the Official Statement is so supplemented or amended prior to the Closing (defined below), such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by written notification delivered to the University by the Underwriter at any time prior to the Closing if, in the judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

(d) For purposes of this Purchase Agreement, the “end of the underwriting period” shall mean the day of the Closing, or, if the University has been notified in writing by the Underwriter on or prior to the date of the Closing that the “end of the underwriting period” within the meaning of Rule 15c2-12 will not occur on the date of the Closing, such later date on which the “end of the underwriting period” within such meaning has occurred. In the event that the University has been given notice pursuant to the preceding sentence that the “end of the underwriting period” will not occur on the date of the Closing, the Underwriter agrees to notify the University in writing of the date it does occur as soon as practicable following the “end of the underwriting period” for all purposes of Rule 15c2-12; *provided, however*, that if the Underwriter has not otherwise so notified the University of the “end of the underwriting period” by the 90th day after the Closing, then the “end of the underwriting period” shall be deemed to occur on such 90th day unless otherwise agreed to by the University.

(e) In order to enable the Underwriter to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the Bonds, the University covenants and agrees with the Underwriter that it will execute and deliver a Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as APPENDIX E to the Preliminary Official Statement (the “*Continuing Disclosure Undertaking*”) on or before the Closing Date.

Section 1.4. Public Offering. The Underwriter agrees to make an initial public offering of all the Bonds at the public offering prices set forth on the inside cover page of the Official Statement.

Section 1.5. Closing. The “*Closing Date*” shall be March 15, 2007, or such other date as the University and the Underwriter shall mutually agree upon. The delivery of and payment for the Bonds and the other actions described in Sections 1.5 and 3.1 of this Purchase Agreement are referred to herein as the “*Closing*.” The Closing shall take place at the offices of _____ . On the Closing Date, the University will deliver the Bonds or cause the Bonds to be delivered to or for the account of The Depository Trust Company (“*DTC*”), duly executed and authenticated. The University will also deliver to the Underwriter at the Closing the other documents described below and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1.1 hereof in federal funds payable to the order of the University. The Bonds will be registered in the name of Cede & Co., as nominee of DTC.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE UNIVERSITY

To induce the Underwriter to enter into this Purchase Agreement, the University represents and warrants to the Underwriter as follows:

Section 2.1. The University has been duly organized and is validly existing under the Constitution and laws of the State of Idaho and has all power and authority to consummate the transactions contemplated by this Purchase Agreement and the Official Statement, including the execution, delivery and approval of all documents and agreements referred to herein or therein.

Section 2.2. The execution and delivery of the Resolution, the approval by the University of this Purchase Agreement and the Bonds, and the application of the proceeds of the Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, or any other agreement, resolution, mortgage, lease or instrument by which the University or any of its respective property is or may be bound.

Section 2.3. The University has duly authorized all necessary action to be taken by it for the issuance and sale of the Bonds by the University upon the terms and conditions set forth herein and in the Official Statement and the Resolution.

Section 2.4. Except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court or administrative body pending or, to the knowledge of the University, threatened against or affecting the University, or to the knowledge of the University, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the

financial condition of the University or the transactions contemplated by this Purchase Agreement and the Official Statement, or would have an adverse effect on the validity or enforceability of the Bonds, the Resolution or any agreement or instrument by which the University is or may be bound, or would in any way adversely affect the existence or powers of the University, or would in any way adversely affect the tax-exempt status of interest on the Bonds.

Section 2.5. The University is not in breach of or in default under any existing law, court or administrative regulation, decree or order, or any other agreement, resolution, mortgage, lease, sublease or other instrument to which the University is a party or by which it or its property is or may be bound, and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case in any manner or to such extent as could have a material adverse effect on the financial condition of the University or the transactions contemplated by this Purchase Agreement and the Official Statement, or would have an adverse effect on the validity or enforceability in accordance with their respective terms of the Bonds or the Resolution, or would in any way adversely affect the existence or powers of the University, or would in any way adversely affect the tax-exempt status of interest on the Bonds.

Section 2.6. The audited financial statements of the University as of June 30, 2006, and for the fiscal year then ended are a fair presentation of the financial position of the University, the results of the University's operations, and the University's changes in its net assets for the periods specified as of the dates indicated.

Except as described in the Preliminary Official Statement, since June 30, 2006, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement, the University, since June 30, 2006, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University's operations.

Section 2.7. Each representation, warranty or agreement stated in any certificate signed by any officer of the University and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty or agreement by the University upon which the Underwriter shall be entitled to rely.

ARTICLE III

CLOSING CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties herein and the performance by the University of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following conditions:

(a) The representations and warranties of the University contained herein shall be true, complete and correct in all material respects at the date hereof and on the Closing Date, as if made on the Closing Date. At the time of Closing (i) the Official Statement, the Resolution and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (ii) the proceeds of sale of the Bonds shall be paid to the Trustee of the Bonds for deposit or use as described in the Official Statement. On the Closing Date, no "Event of Default" shall have occurred or be existing under the Resolution nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an Event of Default under the Resolution, nor shall the University be in default in the payment of principal or interest on any of its obligations for borrowed money.

(c) The Underwriter shall have the right to terminate this Purchase Agreement by written notification delivered to the University by the Underwriter, if at any time on or prior to the Closing Date: (i) the Official Statement shall have been amended, modified or supplemented without the consent of the Underwriter; (ii) any event shall occur which makes untrue any statement of a material fact in the Official Statement or makes an omission of a fact that should be included in the Official Statement in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; (iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State of Idaho (the "*State*"), or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; (iv) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "*Securities Act*"), or that the Resolution needs to be qualified under the Trust Resolution Act of 1939, as amended and as then in effect (the "*Trust Resolution Act*"); (v) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that the Bonds or obligations of the general character of the Bonds are not exempt from registration under the Securities Act, or that the Resolution is not exempt

from qualification under the Trust Resolution Act; (vi) legislation shall have been passed by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or the State Legislature, or a decision shall have been rendered by a court of the United States or of the State or by the Tax Court of the United States, or a ruling or an official statement (including a press release) or proposal shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the University pursuant to the Resolution, or upon interest on obligations of the general character of the Bonds, or, with respect to State taxation of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated in connection herewith, or any other action or events shall have occurred which, in the judgment of the Underwriter, materially adversely affect the market for the Bonds or the market price generally of obligations of the general character of the Bonds; (vii) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (viii) a general banking moratorium shall have been established by federal, State or New York authorities; (ix) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or mobilization in anticipation thereof, any terrorist activities, or a national or international calamity or crisis, financial or otherwise, the effect of which on the financial markets of the United States would, in the reasonable opinion of the Underwriter, affect materially or adversely the ability of the Underwriter to market the Bonds; (x) any rating of the Bonds shall have been downgraded or withdrawn by a national rating service; or (xi) any action, suit or proceeding described in Section 2.4 or 3.1(d)(4) shall have been commenced; and

(d) At or prior to the Closing for the Bonds, the Underwriter shall receive the following documents:

(1) The approving opinion of Chapman and Cutler LLP (“*Bond Counsel*”), dated the date of Closing, in substantially the form included as APPENDIX F to the Official Statement;

(2) The opinion of Chapman and Cutler LLP, as Disclosure Counsel, dated the date of Closing and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit A*;

(3) The opinion of Kevin D. Satterlee, counsel to the University, in substantially the form attached hereto as *Exhibit B*;

(4) The University's certificate or certificates signed by its Vice-President for Finance and Administration dated the date of the Closing to the effect that(A) no litigation is pending or, to its knowledge, threatened: (i) to restrain or enjoin the collection of Pledge Revenues under the Resolution; (ii) in any way contesting or affecting any authority for the issuance of the Bonds, the validity of the Bonds, the Resolution, this Purchase Agreement or the exemption from federal income taxation of interest on the Bonds; or (iii) in any way contesting the powers or operation of the University; (B) to the best of her knowledge, the descriptions and information contained in the Official Statement relating to the University and its operational and financial and other affairs and the application of the proceeds of sale of the Bonds are correct in all material respects, as of the date of the Official Statement and as of the date of Closing; (C) such descriptions and information, as of the date of the Official Statement, did not, and, as of the date of Closing, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (D) at the time of the Closing, no default or event of default has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Resolution, this Purchase Agreement or any other material agreement or material instrument to which the University is a party or by which it is or may be bound or to which any of its property or other assets is or may be subject; (E) the Resolution of the University authorizing or approving the execution of this Purchase Agreement, the Continuing Disclosure Undertaking, the Official Statement, and the form of the Bonds has been duly adopted by the University and has not been modified, amended or repealed; (F) no event affecting the University has occurred since the date of the Official Statement that either makes untrue, as of the date of Closing, any statement or information relating to the same and contained in the Official Statement or that should be disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading; and (G) the representations of the University herein are true and correct in all material respects as of the date of Closing;

(5) A copy of the transcript of all proceedings of the University, including the Supplemental Resolution, relating to the authorization and issuance of the Bonds, certified by appropriate officials of the University;

(6) A certificate of the University relating to matters affecting the tax-exempt status of interest on the Bonds, including the use of proceeds of sale of the Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(7) Satisfactory evidence that the Bonds are rated "Aaa" by Moody's Investors Service, Inc. ("*Moody's*"), and "AAA" by Standard & Poor's ("*S&P*"),

based on the issuance of the Insurance Policy, and that the Bonds are rated “[A1]” and “[A+]” by Moody’s and S&P, respectively, without regard to the Insurance Policy;

(8) Copies of the Official Statement related to the Bonds executed on behalf of the University;

(9) An executed counterpart of the Continuing Disclosure Undertaking;

(10) A specimen Bond;

(11) A copy of the executed Information Return for Tax-Exempt Governmental Bond Issues, Form 8038-G, and evidence of filing thereof, with respect to the Series 2007B Bonds;

(12) Evidence that a copy of the Official Statement has been filed with the Treasurer of the State of Idaho, pursuant to Idaho Code Section 67-1222;

(13) Evidence satisfactory to the Underwriter that the Insurance Policy has been issued by the Bond Insurer in substantially the form set forth as APPENDIX G to the Official Statement;

(14) A favorable opinion of counsel to, and certificates of, the Bond Insurer, satisfactory in form and substance to the Underwriter, dated the date of the Closing and addressed to the Underwriter, as to the power and authority of the Bond Insurer to deliver the Insurance Policy, the validity and enforceability of the Insurance Policy, the accuracy and completeness of the information with respect to the Bond Insurer and the Insurance Policy contained in the Official Statement under the caption “Bond Insurance,” and as to such other matters as the Underwriter may reasonably request;

(15) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

If the University shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the University shall be under further obligation hereunder, except as further set forth in Article IV hereof. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the Bonds and payment therefor by the Underwriter shall be deemed a waiver of noncompliance with any of the conditions herein.

ARTICLE IV

FEES AND EXPENSES

All expenses and costs of the University incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the costs of printing of the Bonds; advertising costs; the costs of posting, printing, duplicating and mailing the Preliminary Official Statement and the Official Statement; the fees of consultants and the rating agencies; the cost of obtaining the Insurance Policy; the initial fee of the Trustee in connection with the issuance of the Bonds; and the fees and expenses of Bond Counsel, Disclosure Counsel, and counsel for the University, shall be paid out of funds made available by the University. All out-of-pocket expenses of the Underwriter (except for any expenses of the University advanced by the Underwriter for which the Underwriter will be reimbursed by the University), including advertising expenses in connection with the public offering of the Bonds, travel and other expenses, and the fees and expenses of any counsel employed by it, shall be paid by the Underwriter. To facilitate the Closing, the University hereby authorizes the Underwriter to (i) net from the Purchase Price of the Bonds the Underwriter's Fees and (ii) pay the premium for the Insurance Policy to the Insurer for the account of the University and reduce the Purchase Price payable to the University by an equal amount.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Notices. Any notice or other communication to be given to the University under this Purchase Agreement may be given by delivering the same in writing to the University's address set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Lehman Brothers Inc., 701 Fifth Avenue, Suite 7101, Seattle, Washington 98104.

Section 5.1. Entire Agreement. This Purchase Agreement, when executed by the University, shall constitute the entire agreement between the University and the Underwriter, and is made solely for the benefit of the University and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof.

Section 5.2. No Recourse. No recourse shall be had for any claim based on this Purchase Agreement, or any Resolution, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the University or of any successor body of the University.

Section 5.3. Execution in Counterparts. This Purchase Agreement may be executed in any number of counterparts, all of which, taken together, shall be one and the same instrument, and any parties hereto may execute this Purchase Agreement by signing any such counterpart.

Section 5.4. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5.5. Waiver or Modification. No waiver or modification of any one or more of the terms and conditions of this Purchase Agreement shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

Section 5.6. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

Section 5.7. Effective Date. This Purchase Agreement shall become effective upon its execution by the Underwriter and the acceptance and approval hereof by the University.

LEHMAN BROTHERS INC.

By _____
Richard B. King,
Senior Vice President

ACCEPTED:

BOISE STATE UNIVERSITY

By _____
Stacy Pearson,
Vice President for Finance and
Administration

SCHEDULE I

\$ _____

**BOISE STATE UNIVERSITY
GENERAL REVENUE BONDS, SERIES 2007B**

Interest on the Series 2007B Bonds is payable on October 1, 2007, and semiannually on each April 1 and October 1 thereafter.

The Series 2007B Bonds mature on the dates and bear interest at the rates, set forth below:

| APRIL 1 OF THE YEAR | PRINCIPAL AMOUNT | INTEREST RATE | YIELD | PRICE |
|------------------------|---------------------|------------------|-------|-------|
|------------------------|---------------------|------------------|-------|-------|

The Series 2007B Bonds are subject to optional and mandatory redemption as set forth in the Resolution.

\$ _____

**BOISE STATE UNIVERSITY
GENERAL REVENUE BONDS, SERIES 2007C (TAXABLE)**

Interest on the Series 2007C Bonds is payable on October 1, 2007, and semiannually on each April 1 and October 1 thereafter.

The Series 2007C Bonds mature on April 1, _____, and bear interest at the rate of ___% per annum.

The Series 2007C Bonds are subject to optional redemption and mandatory distribution as set forth in the Resolution.

required to be registered under the Securities Act of 1933, as amended, and the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

We have rendered legal advice and assistance to the University as to the requirements of Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the “*Rule*”), in connection with the preparation of its Continuing Disclosure Undertaking dated as of the date hereof (the “*Undertaking*”) for purposes of the Rule. Based upon our examination of the Undertaking, the Rule and such other documents and matters of law as we have considered necessary, we are of the opinion that, under existing law, the Undertaking complies in all material respects with the applicable requirements of the Rule; *provided, however*, no view is expressed regarding the items comprising Annual Financial Information (as defined in the Undertaking).

We have rendered assistance to the University in connection with, and have participated in the preparation of, the Official Statement and certain other matters related to the subject financing. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects and a limited review of certain documents, opinions and certificates of officers of the University and other appropriate persons. We also participated in telephone conferences with your representatives and other persons involved in the preparation of information for the Official Statement, during which the contents of the Official Statement and related matters were discussed and revised. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Official Statement, and we have not undertaken any obligation to verify independently any of the factual matters set forth therein. Moreover, many of the determinations required to be made in the preparation of the Official Statement involve matters of a non-legal nature. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, based upon our limited review of documents and participation in conferences as aforesaid, without independent verification, no facts have come to our attention which lead us to believe that the Official Statement (apart from (i) the information relating to The Depository Trust Company and its book-entry only system, (ii) the information relating to MBIA Insurance Corporation contained or incorporated in the Official Statement under the caption, “BOND INSURANCE,” and (iii) the financial statements or other financial, operating, statistical or accounting data contained therein, as to all of which we do not express any opinion or belief) contained as of its date or contains as of the date hereof any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This letter is solely for the benefit of the Underwriter. No attorney-client relationship has existed or exists between our firm and the Underwriter in connection with the Bonds or by virtue of this letter. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

EXHIBIT B

OPINION OF COUNSEL TO BOISE STATE UNIVERSITY

[TO BE DATE CLOSING DATE]

Boise State University
1910 University Drive
Boise, Idaho 83725

Chapman and Cutler LLP
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111

Lehman Brothers Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104

MBIA Insurance Corporation
113 King Street
Armonk, NY 10504

Re:

\$ _____
Boise State University
General Revenue Bonds,
Series 2007B

and

\$ _____
Boise State University
General Revenue Bonds,
Series 2007C (Taxable)

Ladies and Gentlemen:

As counsel to Boise State University (the "*University*"), I have reviewed certain documents in connection with the issuance and sale by the University of the above-captioned bonds (the "*Bonds*"), including the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992 by the Board of Trustees of the University (the "*Board*"), as previously supplemented and amended (the "*Master Resolution*"), and as further

supplemented and amended by the Supplemental Resolution of the Board adopted February 22, 2007, authorizing the issuance and sale of the Bonds (the “*Supplemental Resolution*,” and, together with the Master Resolution, the “*Resolution*”); the Preliminary Official Statement dated February __, 2007; the Official Statement dated February 22, 2007 (the “*Official Statement*”); the Bond Purchase Agreement, dated February 22, 2007, between the University and Lehman Brothers Inc. (the “*Purchase Agreement*”); the Continuing Disclosure Undertaking with respect to the Bonds (the “*Continuing Disclosure Undertaking*”); and such other documents as I deemed necessary to render this opinion. Capitalized terms used but not defined in this opinion have the meanings assigned to such terms in the Resolution. This opinion is rendered pursuant to the Purchase Agreement.

Based upon my examination, it is my opinion that:

1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Purchase Agreement, and the Continuing Disclosure Undertaking; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Purchase Agreement, and the Continuing Disclosure Undertaking.

2. The meeting of the Board on February 22, 2007, at which the Supplemental Resolution was duly adopted by the Board, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the Bonds, were legally and validly taken.

3. The adoption of the Resolution by the Board, the execution and delivery of the Purchase Agreement, and the Continuing Disclosure Undertaking, and the performance by the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any commitment, note, agreement or other instrument to which the University is a party or by which it or any of its property is bound, or any provision of the Idaho Constitution or laws or any existing law, rule, regulation, ordinance, judgment, order or decree to which the University or the Board is subject.

4. Based upon conferences with, and representations of officials of, the University, the statements in the Official Statement under the captions, “INTRODUCTION–Boise State University,” “SECURITY FOR THE SERIES 2007 BONDS,” “THE UNIVERSITY,” and “LITIGATION,” and in “APPENDIX B–SCHEDULE OF STUDENT FEES,” are true and correct in all material respects and do not contain an untrue statement or omission of a material fact, it being understood that, in rendering this opinion, I am not expressing an opinion with respect to financial, statistical or operating data contained under these captions of the Official Statement.

5. Except as described in the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending which (i) questions the existence or powers of the Board or the University or the title to office of any present official of the Board or the University; (ii) seeks to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Bonds or the execution and delivery of the Purchase Agreement, or the Continuing Disclosure Undertaking; (iii) affects the collection of the Pledged Revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of the revenues and other funds and accounts under the Resolution; (iv) contests the completeness or accuracy of the Official Statement; or (v) contests any authority for the issuance of the Bonds, and the adoption of the Resolution, or the execution and delivery of the Purchase Agreement, and the Continuing Disclosure Undertaking, or the validity of any proceedings taken by the University in connection with the issuance or sale of the Bonds.

Very truly yours,

Kevin D. Satterlee
University Counsel

New Issue: Boise State University, ID

MOODY'S ASSIGNS AN A1 RATING TO BOISE STATE UNIVERSITY'S \$50 MILLION OF GENERAL REVENUE AND REFUNDING BONDS, SERIES 2007A; OUTLOOK IS STABLE

UNIVERSITY WILL HAVE \$219.6 MILLION OF PRO-FORMA RATED DEBT INCLUDING SERIES 2007B BONDS TO BE ISSUED SHORTLY

Higher Education
ID

Moody's Rating

| ISSUE | RATING |
|---|---------------|
| General Revenue and Refunding Bonds, Series 2007A | A1 |
| Sale Amount \$50,000,000 | |
| Expected Sale Date 01/08/07 | |
| Rating Description Public University Revenue Bonds | |

Moody's Outlook Stable

Opinion

NEW YORK, Dec 22, 2006 -- Moody's Investors Service has assigned an A1 rating to Boise State University's (BSU) \$50 million of General Revenue and Refunding Bonds, Series 2007A. At this time we are affirming the A1 underlying rating.

USE OF PROCEEDS: Bond proceeds will be used to finance the costs of constructing an expansion of the Student Union Building and a Student Health, Wellness, Counseling, and Nursing building. In addition, bond proceeds will be used to refund portions of the Series 1998, 2001 and 2002 bonds.

LEGAL SECURITY: The Series 2007A Bonds are secured by Pledged Revenues which include student charges, auxiliary revenues, indirect cost recovery, etc. State appropriations and other externally restricted funds are not included in the Pledged Revenues. For certain of these revenues, the lien is subordinate to other outstanding debt until that debt either matures or is retired. Debt service covenant and additional bonds test to 1.1 times. There is no debt service reserve.

INTEREST RATE DERIVATIVES: None.

STRENGTHS

* Sound fundamental market position as an urban university in a growing metropolitan area which should lead to stable enrollment (13,771 full-time equivalent in fall 2006) and continued growth in student charges pledged to bondholders;

* Consistently strong operating performance despite constrained state appropriations, with a three-year average operating margin of 4.4% for FY 2006, and good three-year average debt service coverage of 2.8 times;

* Adequate financial resources (\$152.5 million of total financial resources) which have exhibited modest growth over the last few years driven by operating surpluses and improved fundraising and investment returns; Continued growth is expected with the anticipated launch of major fundraising campaign.

CHALLENGES

* Additional identified capital plans to be debt financed (up to \$123 million, including \$28 million to be issued shortly as Series 2007B) likely to further increase debt levels over next one to two years before moderating;

Following these issues, University will be highly leveraged in its rating category, ability to assume this level of debt at current rating levels contingent upon continuation of currently positive trends;

* Continued reliance on pressured state appropriations (36% of total University revenues), with the State providing minimal increases in operating appropriations following several years of reductions and no capital appropriations for new buildings;

* Growing research funding according to strategic plan in light of tight federal research funding environment; University has modest research base with \$11.7 million in research expenditures in FY 2006;

*Historically modest fundraising and endowment levels.

MARKET/COMPETITIVE POSITION: PUBLIC UNIVERSITY SERVES GROWING METROPOLITAN AREA

Moody's anticipates continued solid student demand and stable enrollment based on Boise State University's role as the sole public higher education provider for a growing metropolitan area. Moody's Economy.com estimates a population of 553,200 individuals in 2006 with favorable demographics and robust economic growth expected. Total full-time equivalent enrollment reached 13,711 in fall 2006, representing a 12.2% increase over the past five years. However, the number of freshmen applications had a second consecutive year of decline in Fall 2006, down 25% from a peak in 2004. Management attributes the decline to the implementation of more stringent admissions requirements in FY 2003. Nonetheless, we believe that the University's market position combined with management's focus on improving retention rates will result in relatively stable enrollment.

The University remains committed to growing research programs, with its strategic plan calling for it to develop into a "Metropolitan Research University of Distinction." However, with a modest research base (\$11.7 million of expenditures in FY 2006) and at best a flat federal budget for research funding, we believe this will be a challenge. The University is in the initial stages of organizing a fundraising campaign to provide funding for endowed faculty chairs and facilities that would support its vision. This would be the University's first major comprehensive fundraising effort.

The University serves as both a comprehensive urban four-year institution, as well as the community college for the area. In the summer of 2005, BSU opened its West Campus to serve as the headquarters for its community college programs. The campus functions as a separate college within the University's existing framework. With increased admissions requirements, management indicates over 700 students who previously would have been admitted were turned away in 2006. These students could potentially be served by the University's new campus.

OPERATING PERFORMANCE: CONSISTENT OPERATING MARGINS DESPITE CONSTRAINED STATE FUNDING

We believe the University will continue to produce positive to balanced annual operating performance, leading to good coverage of debt service. The University's demonstrated ability to achieve sound operating performance despite constrained state funding is viewed as a key credit strength and is a critical factor to sustaining the rating at the current level as the University increases its outstanding debt.

The University received a 7.12% increase in state support for FY 2007, due in large part to an equity adjustment and an increase in employee compensation. This, combined with continued expected growth in student-derived revenue, should support ongoing operating stability. In fiscal year 2006, the University posted a 4.4% three-year average operating margin. Operating cash flow provided solid 2.8 times three-year average coverage of comprehensive debt service responsibilities.

The University derives about 36% of its revenue on a Moody's adjusted basis from the state, although this is down materially from the 43.4% contribution ratio in FY 2002, as a result of reductions in state support and compensating increases in tuition and fees. We believe the environment for state support has largely stabilized. The State of Idaho is currently rated Aa2 with a stable outlook, which reflects the state's strong financial management, expanding economy, well-managed financial operations, and modest state debt levels. Offsetting these strengths are an above average dependence on the natural resource sector, particularly outside of the Boise area; volatile individual and corporate tax receipts; and lack of certain fiscal planning tools common among highly rated states. For more information, please see Moody's report dated September 20, 2006.

BALANCE SHEET POSITION: FINANCIAL RESOURCES GROWING; DEBT LEVELS WILL INCREASE

The University's financial profile has improved in recent years, with total financial resources at the end of FY 2006 of nearly \$153 million (including \$83.3 million of foundation resources). With \$104.6 million of expendable resources, coverage of debt and operations is adequate, with 0.5 times for pro-forma debt (including Series 2007B) and 0.5 times of operations. Financial resources increased 25% over the past three years due to improved fundraising and investment performance combined with favorable operating

performance. We anticipate continued growth as the University embarks on its first comprehensive capital campaign with a goal of \$195 million.

Beyond the current issue, the University has identified up to \$123 million of additional borrowing plans within the next two years. This amount includes \$28 million to be issued as Series 2007B revenue bonds for the expansion of the football stadium. Other projects include: \$35 million for the Center for Environmental Science and Economic Development, \$30 million for the College of Business and Economics building as well as \$30 million for additional student housing. Future capital projects will be used to enhance academic programs as well student life on campus, thereby strengthening BSU's long-term market position.

The University is already highly leveraged with expendable financial resources to debt of just 0.5 times, and debt to revenue of 1.0 time. Moody's expects that BSU will remain highly leveraged in the near-term due to the University's investment in academic and auxiliary facilities for its growing student population and the relative paucity of State funds to support capital projects. The University's ability to absorb any additional borrowing will be highly contingent on growth in liquidity, sustained strong operating performance and continued stable enrollment.

Outlook

The College's rating outlook is stable based on strong student demand and tuition revenue trends, leading to solidly positive operating performance and a stable financial resource base. Leverage is high and additional borrowing plans could pressure the rating outlook without continuation of strong cash flow generation and enrollment growth.

What could change the rating-UP

Notable success in increasing philanthropic support to both build the endowment and to finance strategic capital and academic initiatives, combined with ongoing enrollment growth and operating profitability

What could change the rating-DOWN

Borrowing beyond current expectations, deterioration of student market position or decline of financial resources

KEY INDICATORS (Fiscal year 2006 financial data; fall 2006 enrollment data):

Total Enrollment: 13,711 full-time equivalent students

Total Debt: \$219.6 million, including debt of affiliated foundation

Expendable Resources to Direct Debt: 0.5 times

Expendable Resources to Operations: 0.5 years

Total Resources per Student: \$11,124

Three-Year Average Operating Margin: 4.4%

Reliance on state funding (% of Operating Revenue): 35.6%

RATED DEBT:

General Bond System, including Housing System Bonds: A1 (Aaa based on municipal bond insurance)

Student Building Fee Bonds: A1 (Aaa based on municipal bond insurance)

Library Bonds: A1 (Aaa based on municipal bond insurance)

Boise State Foundation Multi-Modal Bonds, Series 1998: Aaa/VMIG1

CONTACTS:

Boise State University: Stacy Pearson, Vice President for Finance and Administration, 208-426-1200

Underwriter: Lehman Brothers, Richard King, 206-344-5838

Analysts

Karen Dulitz
Analyst
Public Finance Group
Moody's Investors Service

Susan Fitzgerald
Backup Analyst
Public Finance Group
Moody's Investors Service

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Research Clients: (212) 553-1653

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**STANDARD
& POOR'S**

One Market
Steuart Tower, 15th Floor
San Francisco, CA 94105-1000
tel 415 371-5004
reference no. 812996

January 4, 2007

Boise State University
1910 University Drive
Boise, ID 83725--1200
Attention: Ms. Stacy Pearson, V-P for Finance & Admin

Re: ***\$87,630,000 Boise State University, Idaho, General Revenue and Refunding Bonds, Series 2007A***

Dear Ms. Pearson:

Pursuant to your request for a Standard & Poor's rating on the above-referenced obligations, we have reviewed the information submitted to us and, subject to the enclosed *Terms and Conditions*, have assigned a rating of "A+". Standard & Poor's views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. This rating is based on financial information and documents we received prior to the issuance of this letter. Standard & Poor's assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on

Ms. Stacy Pearson

Page 2

January 4, 2007

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Please send all information to:

Standard & Poor's Ratings Services
Public Finance Department
55 Water Street
New York, NY 10041-0003

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Sincerely yours,

Standard & Poor's Ratings Services
a division of The McGraw-Hill Companies, Inc.

A handwritten signature in black ink, appearing to read "Standard & Poor's LRW".

zt

enclosures

cc: Mr. Richard B. King, Senior Vice President
Lehman Brothers

STANDARD &POOR'S

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Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Complete Agreement. This Agreement constitutes the complete agreement between the parties with respect to its subject matter. This Agreement may not be modified except in a writing signed by authorized representatives of both parties.

Governing Law. This Agreement and the rating letter shall be governed by the internal laws of the State of New York. The parties agree that the state and federal courts of New York shall be the exclusive forums for any dispute arising out of this Agreement and the parties hereby consent to the personal jurisdiction of such courts.

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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

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
FEBRUARY 21-22, 2007**

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY – continued

IDAHO STATUTES

TITLE 33
EDUCATION
CHAPTER 38

STATE INSTITUTIONS OF HIGHER EDUCATION BOND ACT

33-3804. POWERS AND DUTIES OF STATE INSTITUTIONS.

Every institution shall have power in its proper name as aforesaid:

- (a) To have a corporate seal and alter the same at pleasure;
- (b) To sue and be sued;
- (c) To acquire by purchase, gift or the exercise of the right of eminent domain and hold and dispose of real or personal property or rights or interests therein and water rights;
- (d) To make contracts and to execute all instruments necessary or convenient;
- (e) To acquire any project or projects, and to own, operate, and maintain such project;
- (f) To accept grants of money or materials or property of any kind from a federal agency, upon such terms and conditions as such federal agency may impose;
- (g) To borrow money, with or without the issuance of bonds and to provide for the payment of the same and for the rights of the holders of such bonds and/or of any other instrument of such indebtedness, including the power to fix the maximum rate of interest to be paid thereon and to warrant and indemnify the validity and tax exempt character;
- (h) To perform all acts and do all things necessary or convenient to carry out the powers herein granted, to obtain loans or grants or both from any federal agency, and to accomplish the purposes of sections 33-3801--33-3813, Idaho Code, and secure the benefits of the Recovery Act;
- (i) To issue refunding bonds, for the purpose of paying, redeeming, or refunding any outstanding bonds theretofore issued under authority of this chapter. Refunding bonds so issued shall have such details, shall bear such rate or rates of interest and shall be otherwise issued and secured as provided by the board authorizing the issuance of such bonds and as otherwise provided in this chapter, provided, however, that such changes in the security and revenues pledged to the payment thereof may be made by such board as may be provided by it in the proceedings authorizing such bonds, but in no event shall such refunding bonds ever be secured by revenues not authorized by this chapter to be pledged to the payment of bonds issued for other than refunding purposes. Refunding bonds issued hereunder may be exchanged for a like principal amount of the bonds to be refunded, may be sold in the manner provided in this chapter for the sale of other bonds, or may be exchanged in part and sold in part. If sold, the proceeds of such bonds may be deposited in escrow for the payment of the bonds to be refunded, provided such bonds mature or are callable for redemption under their terms within six (6) months from the date of the delivery of the refunding bonds.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

No refunding bonds may be issued hereunder in a principal amount in excess of the principal amount of the bonds to be refunded nor may any bonds not maturing or callable for redemption under their terms as above provided be refunded hereunder without the consent of the holders thereof. Refunding bonds so authorized and issued may in the discretion of the board be combined with other bonds to be authorized and issued under this chapter, and a single issue of bonds may be so authorized in part for improvement and in part for refunding purposes.

- (j) In connection with borrowing without the issuance of bonds, to fix fees, rents or other charges for utilization of any facility or project being financed by said borrowing and to pledge the same, together with any other revenue from such project or facility, as collateral for repayment of principal and interest in the same manner and to the same extent as provided in this chapter for securing the payment of bonds issued pursuant to this chapter.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

Idaho State University (ISU) requests approval to purchase database software.

REFERENCE

June 14, 2006 Approval granted to release a Request for Proposal to purchase an enterprise resource planning (ERP) system.

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND

RFP 01827 was released on June 15, 2006 for the purchase of an ERP system. ISU hired a professional project manager (David Alexander) to oversee the acquisition and implementation of the ERP system on September 18, 2006. Responses to the RFP were opened on November 9, 2006.

Two vendors responded by the RFP deadline, but both were deemed non-responsive by the State Division of Purchasing. ISU then received permission from the State Division of Purchasing to conduct a negotiated procurement directly with selected vendors (Attachments 1 and 2).

ISU decided to follow the original evaluation procedure developed for the RFP, and invited the two vendors (SunGard Higher Education and Datatel) who responded to the RFP to participate. A broadly representative evaluation committee of eleven university staff, chaired by the ERP Project Manager, has been responsible for the evaluation of proposals.

Both vendors were invited to demonstrate their proposed solutions on campus, but only SunGard Higher Education agreed to do so. Reference calls and a site visit were also conducted for the evaluation. The evaluation committee determined that the Banner system proposed by SunGard Higher Education met the needs of ISU, as defined in the RFP.

DISCUSSION

As the first step in the ERP implementation, the university proposes to begin the development of a data warehouse and reporting system, which will improve campus access to information and address a critical need identified during the 2004 accreditation report of the Northwest Commission on Colleges and Universities. In addition, a unified campus portal will be implemented which will provide improved services to faculty, staff, and students. Finally, the migration of administrative applications which are not included in ERP systems from our obsolete hardware platform will begin.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY – continued

In phase two of the ERP implementation, the university expects to propose the acquisition of finance, HR/Payroll, advancement and workflow software from SunGard Higher Education. During the implementation of these systems, approaches for the implementation of these systems, alternative approaches for the implementation of a student information and financial aid system will be explored.

Database software from Oracle will be required for the development of a data warehouse and portal, for the migration of non-ERP applications, and for the eventual implementation of an ERP system. ISU is requesting permission to purchase a campus wide license for Oracle database products for an amount not to exceed \$1,200,000. This amount includes approximately \$985,000 for licensing costs and \$208,000 for the first year's maintenance. Internal funds will be used to cover this cost, including the student fee for technology approved by the Board at the April 2006 meeting. Oracle is a state contract provider for database software, so no RFP will be required for this procurement.

ATTACHMENTS

- | | |
|---|---------|
| Attachment 1 - Letter from President Vailas to Mr. Jan Cox, State Division of Purchasing, requesting authority to negotiate procurement directly with selected vendors. | Page 5 |
| Attachment 2 - Letter from State Division of Purchasing to Dr. Vailas, granting permission to conduct a negotiated procurement directly with selected vendors. | Page 7 |
| Attachment 3 - ISU ERP Implementation Plan | Page 9 |
| Attachment 4 - ISU Database Configuration | Page 11 |

IMPACT

Development of a data warehouse and reporting system and a unified campus portal will provide increased integration and functionality and allow ISU to be in compliance with the recommendation by the Northwest Commission on Colleges and Universities accreditation report that ISU improve its data access and integration. The development of these applications will prepare the University for an eventual ERP implementation. A companion agenda item requests Board approval to purchase computer servers at a cost not to exceed 800,000. A full description of ISU's plan for the implementation of an ERP system is attached.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY – continued

STAFF COMMENTS AND RECOMMENDATIONS

As noted by ISU, there is a companion agenda item to follow, requesting the purchase of related hardware. Staff is aware of ISU's need for a new management information system and believes this proposed first step is prudent.

Following this first step, ISU will conduct a complete review of financing options, to be most likely followed in June 2007 with a request to purchase additional modules (human resources and finance).

The proposed Board action includes a dollar amount that has been increased above the ISU request to cover any unplanned cost increases.

Staff recommends approval.

BOARD ACTION

A motion to approve the purchase of database software at a cost not to exceed \$1,500,000, from Oracle for development of a data warehouse, portal and eventual deployment of an ERP system.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

Attachment 1



**Office of
the President**
Campus Box 8310
Pocatello, Idaho
83209-8310
(208) 282-3440
FAX (208) 282-4487

November 17, 2006

Mr. Jan Cox, Administrator
Division of Purchasing
5569 Kendall Street
Statehouse Mail
Boise, ID 83720

Dear Mr. Cox:

The request for proposal process for an enterprise system for ISU resulted in offers from two companies, Datatel and SunGuard. Regretfully, both of the proposals had to be declared "non-responsive" because of estimated pricing and alterations to the signature page.

Idaho State University is faced with a difficult dilemma. Time constraints prohibit starting over with another RFP. The ERP solution is part of our accreditation requirements with the Northwest Commission on Colleges and Universities. In addition, we want to avoid a 'system migration' project that is estimated to cost 1.5 million dollars.

IDAPA 38.05.01 084.02.a provides a solution that will allow us to move forward to realize our objective. "After a Competitive Solicitation. *Negotiations may be used under this rule when the administrator determines in writing that negotiations may be in the best interest of the state and that: A competitive solicitation has been unsuccessful because, without limiting other possible reasons, all offers are unreasonable, noncompetitive, or all offers exceed available funds and the available time and circumstances do not permit the delay required for re-solicitation.*"

We therefore, request authority to negotiate with both Datatel and SunGuard to determine if a successful agreement may be established and to secure a contract for our ERP solution.

Thank you for your consideration.

Sincerely,

Arthur C. Vailas, Ph.D.
President

cc: Ken Prolo
David Buck

ISU Is An Equal Opportunity Employer

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

Attachment 2



DIRK KEMPTHORNE
Governor
PAMELA I. AHRENS
Director
JAN COX
Administrator

State of Idaho

Department of Administration

Division of Purchasing

5569 Kendall Street (83706)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
FAX (208) 327-7320
www2.state.id.us/adm/purchasing

November 20, 2006

Arthur C. Vailas, Ph.D.
President
Idaho State University
Campus Box 8310
Pocatello, ID 83209-8310

Dear President Vailas:

This is in response to your request dated November 17, 2006 for authorization to conduct a negotiated procurement for an enterprise system for Idaho State University (ISU). The basis of the request is the authority vested in the Administrator of the Division of Purchasing by Idaho Code Section 67-5717(12) and the failure of the competitive process as provided in the Rules of the Division of Purchasing, IDAPA 38.05.01, 084.02.a.

The situation as presented provides that a solicitation for an enterprise system had been processed and that the two responses received were deemed to be nonresponsive. This resulted in an unsuccessful competitive solicitation and negotiation represents the most expeditious method to satisfy the requirement for acquiring the enterprise system, to meet accreditation requirements for ISU and to avoid system migration costs. Therefore, in accordance with the authority vested in me by Idaho Code Section 67-5717(12), the request to conduct negotiations to obtain the enterprise system is in the best interest of the state and is hereby approved.

Sincerely,

Jan G. Cox
Administrator

cc: Mark Little, State Purchasing Manager

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**Idaho State University
ERP Implementation Plan**

Idaho State University is committed to implementing a complete Enterprise Resource Planning (ERP) system to replace its current administrative computer systems. As a result of funding constraints, this implementation project will be conducted in phases, as outlined below.

Step 1: Purchase campus-wide Oracle database license

Begin implementation of unified campus portal, utilizing either open source (uPortal) or consortium-based (CampusEAI) software.

Begin implementation of a data warehouse and reporting system, utilizing tools provided within the Oracle database system.

Begin planning for the migration of applications not included in ERP systems to the Oracle platform.

Step 2: Purchase the Banner Finance, HR/Payroll, Advancement, and Workflow systems from SunGard Higher Education

Supplement these systems with the grants management system developed at the University of Houston

Step 3: Implement a student information and financial aid system

Explore options over the next two years to develop our own student information and financial aid systems, or utilize open source programs if they become available, or procure vendor-supported systems if funds become available.

The total cost of steps 1 and 2 for hardware, software, consulting services, staffing, and materials and supplies will be approximately \$12 million. Anticipated costs for step 3 cannot be estimated until the basic approach has been selected.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

Attachment 4

Idaho State University Database Software for ERP System

| | Estimated Cost (\$) | Annual Maintenance (\$) |
|--|--------------------------------|------------------------------------|
| Oracle Database Enterprise Edition | 450,000 | 100,000 |
| Oracle Internet Application Server | 340,000 | 75,000 |
| Diagnostics Pack | 35,000 | 8,000 |
| Tuning Pack | 35,000 | 8,000 |
| Configuration Management Pack | 35,000 | 8,000 |
| Internet Developer Suite – 15 named users | 40,000 | 8,500 |
| Programmer – 5 named users | 50,000 | 700 |
| TOTAL | 985,000 | 208,200 |

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

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

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.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

Idaho State University (ISU) requests approval to purchase Sun Microsystems hardware from Advanced System Group (ASG).

REFERENCE

June 14, 2006 Approval granted to release a Request for Proposal to purchase an Enterprise Resource Planning (ERP) system.

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND

In the previous agenda item before the Board today, ISU has requested approval to purchase an Oracle database system for use in the development of a data warehouse, portal and eventual deployment of an ERP system. New computer hardware will be required to operate this system.

DISCUSSION

Sun Microsystems servers are a standard hardware platform for Oracle database applications. These software systems have been optimized for efficient operation on this platform. ISU has previous investment in Sun hardware and has existing staff expertise in managing such systems.

ISU is requesting permission to purchase Sun Microsystems servers and related hardware from Advanced System Group (ASG) for an amount not to exceed \$870,000. ASG is the state contract provider for Sun Microsystems equipment, therefore, no RFP will be required for this procurement.

The proposed hardware has been carefully configured to meet the needs of the anticipated load. The configuration is designed for high availability through the use of redundant servers and network switches at each service level.

IMPACT

The development of a data warehouse, portal and ERP system will provide increased integration and functionality. This is in response to the recommendation by the Northwest Commission on Colleges and Universities accreditation report for ISU to improve its data integration.

ATTACHMENTS

| | |
|--|--------|
| Attachment 1 – ISU ERP Implementation Plan | Page 3 |
| Attachment 2 – ISU hardware Configuration | Page 5 |

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY – continued

STAFF COMMENTS AND RECOMMENDATIONS

As noted by ISU, there is a companion agenda item (previous item), requesting the purchase of software for the ERP. Staff is aware of ISU's need for a new management information system and believes this proposed step is prudent.

The proposed Board action includes a dollar amount that has been increased above the ISU request to cover any unplanned cost increases.

Staff recommends approval.

BOARD ACTION

Motion to approve the purchase of Sun Microsystems hardware from Advanced System Group (ASG), at a cost not to exceed \$925,000 for use in the development of a data warehouse, portal and eventual deployment of an ERP system.

Moved by _____ Seconded by _____ Carried Yes ___ No _____

**Idaho State University
ERP Implementation Plan**

Idaho State University is committed to implementing a complete Enterprise Resource Planning (ERP) system to replace its current administrative computer systems. As a result of funding constraints, this implementation project will be conducted in phases, as outlined below.

Step 1: Purchase campus-wide Oracle database license

Begin implementation of unified campus portal, utilizing either open source (uPortal) or consortium-based (CampusEAI) software.

Begin implementation of a data warehouse and reporting system, utilizing tools provided within the Oracle database system.

Begin planning for the migration of applications not included in ERP systems to the Oracle platform.

Step 2: Purchase the Banner Finance, HR/Payroll, Advancement, and Workflow systems from SunGard Higher Education

Supplement these systems with the grants management system developed at the University of Houston

Step 3: Implement a student information and financial aid system

Explore options over the next two years to develop our own student information and financial aid systems, or utilize open source programs if they become available, or procure vendor-supported systems if funds become available.

The total cost of steps 1 and 2 for hardware, software, consulting services, staffing, and materials and supplies will be approximately \$12 million. Anticipated costs for step 3 cannot be estimated until the basic approach has been selected.

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Idaho State University Preliminary Server Configuration for ERP System

| Purpose | Server | CPU's | Memory (GB) | Disk (GB) | Estimated Cost (\$) |
|---|---------------|--------------------------|-------------|-----------|---------------------|
| Database - Primary | SunFire V890 | 4* 1.8GHz UltraSPARC IV+ | 32 | 4 x 146 | 70,000 |
| Database - Failover | SunFire V890 | 4* 1.8GHz UltraSPARC IV+ | 32 | 4 x 146 | 70,000 |
| Database - Test/Development | SunFire V490 | 2* 1.8GHz UltraSPARC IV+ | 8 | 2 x 146 | 35,000 |
| Self Service Application - Primary | SunFire T2000 | 1 (8 core)* 1.0 GHZ T1 | 8 | 2 x 73 | 15,000 |
| Self Service Application - Failover | SunFire T2000 | 1 (8 core)* 1.0 GHZ T1 | 8 | 2 x 73 | 15,000 |
| Self Service Application - Test/Development | SunFire T2000 | 1 (8 core)* 1.0 GHZ T1 | 8 | 2 x 73 | 15,000 |
| ERP Application - Primary | SunFire V490 | 2* 1.8GHz UltraSPARC IV+ | 8 | 2 x 146 | 35,000 |
| ERP Application - Failover | SunFire V490 | 2* 1.8GHz UltraSPARC IV+ | 8 | 2 x 146 | 35,000 |
| Workflow | SunFire V490 | 2* 1.8GHz UltraSPARC IV+ | 8 | 2 x 146 | 35,000 |
| Data Warehouse | SunFire V490 | 2* 1.8GHz UltraSPARC IV+ | 16 | 2 x 146 | 40,000 |
| Portal - Primary | SunFire V890 | 4* 1.8GHz UltraSPARC IV+ | 16 | 4 x 146 | 65,000 |
| Portal - Failover | SunFire V890 | 4* 1.8GHz UltraSPARC IV+ | 16 | 4 x 146 | 65,000 |
| Portal - Test/Development | SunFire V490 | 2* 1.8GHz UltraSPARC IV+ | 8 | 2 x 146 | 35,000 |
| Installation Services | | | | | 65,000 |
| 3 Years Maintenance | | | | | 200,000 |

TOTAL

795,000

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

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

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.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Memorandum of Understanding describing the process to be used to construct and operate higher education facilities and programs in Sandpoint

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections III., V.E., V.I. & V.K.
Section 58-335, Idaho Code

BACKGROUND

The Board of Regents owns approximately 77 acres of agricultural property within the City of Sandpoint. See Attachment 1. The property is currently operated as the Sandpoint Research and Extension Center by the University's College of Agricultural and Life Sciences. The Wild Rose Foundation, (Wild Rose) a private charitable foundation, has proposed an arrangement between the University of Idaho and Wild Rose under which Wild Rose will create facilities for the delivery of higher education programs for the Sandpoint area on this property and convey them without cost to the University.

Since introduction of this proposal by Wild Rose, the University has investigated the demand for programs in the area and has assessed the ability of targeted programs to meet the State of Idaho's and the area's higher education needs at this location. The impact of this project will be immediate and substantive, bringing improved higher education opportunities to the North Idaho Panhandle and expanding the facilities of the University to go where the need lies, all in furtherance of the University's long term plan for delivery of education services.

DISCUSSION

The underlying concept for build-out and start-up of the Sandpoint Center leverages the University's resources in higher education, extension, research and secondary education, through the significant donation of educational and research facilities by Wild Rose to create a unique opportunity for education and research on a local, state and national level as follows:

Build-Out and Start-Up

Sale of University parcel to Wild Rose. The plan will call for the Regents to convey the 77-acre parcel to Wild Rose at market value (recently appraised at \$6.25 million). The property will be conveyed with covenants and restrictions to ensure educational use of the property.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

Construction of education facilities by Wild Rose. Wild Rose will then design and build capital improvements on the property in accordance with specifications and timing approved by the University and outlined in a comprehensive Development Agreement to be approved by the Regents prior to the initial conveyance of land.

Re-conveyance of completed facilities and underlying land to University. As the completed improvements become ready for operation of defined programs, Wild Rose will re-convey the land along with the completed improvements back to the Regents, at no cost, for operation of the defined programs.

Additional Parcel Donated for Ag Research and Extension Field Activities. Because some current field activities associated with the current Research and Extension Center would be displaced by this new campus development, Wild Rose will also simultaneously donate to the Regents approximately 15 acres of land that is nearby and is suitable for relocation of some of the displaced horticultural uses. Necessary facility improvements on the gifted 15-acre parcel will be constructed at the expense of the University.

Potential Co-location of Public School. Additionally, to provide a unique opportunity for synergy in education, a portion of the existing property acquired by Wild Rose will be made available to the local public school district for the construction of a public school adjacent to the contemplated higher education campus. If the school district is unable to gain approval and initiate construction of a public school within twenty years of Wild Rose's acquisition, the property will revert to the Regents at no cost.

Educational Concept

Ag Research and Extension Programs. The proposed new Sandpoint center begins with the current research and extension programs from the College of Agricultural and Life Sciences and houses them in the new modern educational venue supplied by Wild Rose. Added to these programs, in the new facilities, will be programs that are unique to Idaho and the region that are responsive to local economic and educational needs, along with programs intended to draw students and faculty to the center on a statewide and national basis. For the College of Agricultural and Life Sciences, the new facilities and faculty will allow the existing programs to be enhanced significantly to develop a nationally recognized center in value added horticultural crop research. Co-location of the Bonner County extension faculty and staff at the center will increase both the efficiency and synergism of program delivery and administrative support.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

Other New Academic Programs. Other new academic programs (undergraduate and graduate) will be added based on a Higher Education Needs Assessment that was completed for Bonner and Boundary counties in November 2006. The initial University of Idaho academic program offerings will include: an Executive MBA and a web based business undergraduate minor; undergraduate and graduate degrees in education; undergraduate degrees in psychology and general studies; a Bachelor's in Fine Arts completion program in music theatre; and a BS and MS in environmental sciences and interdisciplinary sciences. Professional development and continuing education programs will be developed based on the local needs and priorities identified through a local advisory committee.

Cooperative Agreements with NIC and Other Institutions. A cooperative agreement will be developed with NIC to house faculty and staff at the center so that they can increase their offerings to provide the first 2 years of the general education programs as well as selected associate degrees. Other colleges and universities will also be invited to use the facilities as programs develop in the area. Initially the University and NIC plan to provide joint student services and to share teaching classrooms and laboratories. The University will provide programs via a variety of methods including web based and web assisted delivery, live in person and compressed video delivery, and DVD video delivery. Interdisciplinary approaches will be the hallmark of all programs with a unique combination of sciences, education, business and the fine arts being incorporated in all areas. Total headcount for NIC in Sandpoint is currently 200 and it is expected that total headcount for the center for NIC and University programs combined will exceed 1000 within 5 years. Delivery of these new programs in Sandpoint is consistent with the University's established strategies for providing higher education opportunities in northern Idaho.

IMPACT

The fiscal impact of the Sandpoint Center will be spread among University operating funds, student and other appropriate fees, a request for new occupancy costs for the facilities as each facility comes on line, endowment earnings and matching funds from Wild Rose as follows:

Fund for Start-up Costs – Endowment for Ongoing Programmatic Costs. A portion of the \$6.25 million sales proceeds from the 77 acre parcel (\$500,000) will be set aside to help fund initial start up costs. The balance of the sales proceeds will fund an endowment the income from which will help fund programmatic costs at the Sandpoint Center. In addition, Wild Rose pledges to match (itself or through private giving) up to \$500,000 annually for the first 5 years of operations for programmatic costs.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

Revenue and Expenditure Projections. Attachment 2 hereto outlines projected revenue sources, expenditures and growth in net assets for the Center over the first 10 years of operation. The University will seek general funds for the ongoing occupancy costs of the facilities once they are transferred from Wild Rose, as well as for specialized equipment and needs for programs as they may arise.

ATTACHMENTS

| | |
|---|-------------|
| Attachment 1 - Pictures and Map | Pages 5-6 |
| Attachment 2 - Operating Projections | Pages 7-10 |
| Attachment 3 – Memorandum of Understanding & exhibits | Pages 11-22 |

STAFF COMMENTS AND RECOMMENDATIONS

Staff has not had sufficient time to undertake a comprehensive review all of the projections and assumptions contained in the agenda item. However, several of the footnotes contain assumptions related to enrollment and related revenue that appear to be critical to the overall project.

Revenue from the Enrollment Workload Adjustment is mentioned, which is based upon resident weighted credit hours. Demolition or upgrade of existing facilities, addition of roads, water/sewage/other infrastructure is noted but the associated cost isn't estimated. Prior to conveyance, the University will provide public notice of this disposal. Since this conveyance is one element of a multi-stage transfer, the above mentioned appraisal and the notice will satisfy the requirements of Idaho Code 58-335.

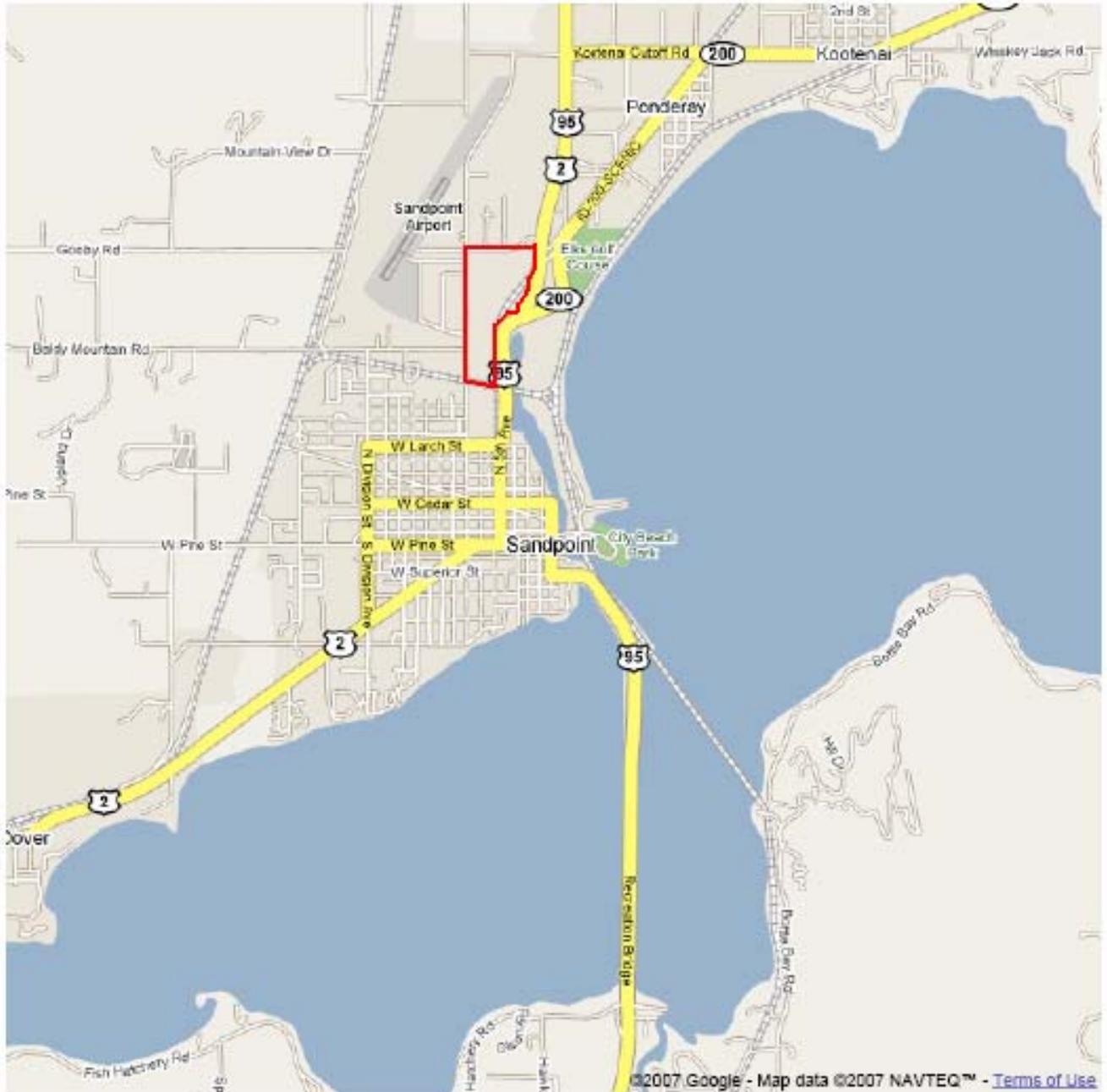
BOARD ACTION

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

Attachment 1

North



**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

North



Table 1. Sandpoint Center Business Plan Projection

| Sources of Revenue: | FY08 | FY09 | FY10 | FY11 | FY12 | FY13 | FY14 | FY15 | FY16 | FY17 |
|---|----------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Current Funding at Center ¹ (See Table 2, lines 12-20 for detail.) | | | 443,967 | 457,286 | 471,005 | 485,135 | 499,689 | 514,679 | 530,120 | 546,023 |
| Research Grants ² (See Table 2, lines 21-26 for detail.) | | | | | | | | | | |
| Program support | | | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 |
| Overhead | | | 36,000 | 36,000 | 36,000 | 36,000 | 36,000 | 36,000 | 36,000 | 36,000 |
| Sale Proceeds from Land sale to Wild Rose ³ | | | | | | | | | | |
| Endowment from sale proceeds | | 258,750 | 265,219 | 271,849 | 278,645 | 285,612 | 292,752 | 300,071 | 307,572 | 315,262 |
| Sale proceeds reserve | 500,000 | | | | | | | | | |
| Educational Fees ⁴ (See Table 3 for detail.) | | | | | | | | | | |
| Outreach-Center Operations | | | 179,100 | 184,473 | 190,007 | 195,707 | 201,579 | 207,626 | 213,855 | 220,270 |
| College | | | 1,044,191 | 1,075,517 | 1,107,782 | 1,141,015 | 1,175,246 | 1,210,503 | 1,246,818 | 1,284,223 |
| Facilities/computing/activity | | | 105,055 | 108,207 | 111,453 | 114,797 | 118,241 | 121,788 | 125,441 | 129,205 |
| Wild Rose/Community Core faculty support | | | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 0 | 0 | 0 |
| University funding (EWA, new or reallocated positions) | | 150,000 | 200,000 | 206,000 | 212,180 | 218,545 | 225,102 | 531,855 | 547,810 | 564,245 |
| Occupancy Costs ⁵ | | | 425,000 | 425,000 | 425,000 | 425,000 | 425,000 | 425,000 | 425,000 | 425,000 |
| Reserve | | 500,000 | 558,750 | 506,359 | 731,990 | 934,950 | 1,114,526 | 1,269,982 | 1,200,558 | 1,114,469 |
| Total | 500,000 | 908,750 | 3,957,282 | 3,970,690 | 4,264,062 | 4,536,762 | 4,788,134 | 4,817,504 | 4,833,175 | 4,834,698 |
| Uses: | | | | | | | | | | |
| Administration (See Table 2, lines 1-8 for detail.) | | | 379,496 | 390,881 | 402,607 | 414,686 | 427,126 | 439,940 | 453,138 | 466,732 |
| Academic Programs | | | | | | | | | | |
| Faculty, staff, and operating (See Table 2 for detail.) | | | 2,034,427 | 2,095,460 | 2,158,324 | 2,223,073 | 2,289,766 | 2,358,458 | 2,429,212 | 2,502,089 |
| Infrastructure Costs | | | | | | | | | | |
| Operations and Maintenance ⁶ | | | 500,000 | 515,000 | 530,450 | 546,364 | 562,754 | 579,637 | 597,026 | 614,937 |
| Technology (Phone and data) ⁷ | | | 12,000 | 12,360 | 12,731 | 13,113 | 13,506 | 13,911 | 14,329 | 14,758 |
| Capital Renewal ⁸ | | | 225,000 | 225,000 | 225,000 | 225,000 | 225,000 | 225,000 | 225,000 | 225,000 |
| Building Furniture, Fixtures and Equipment ⁹ | | | 0 | | | | | | | |
| Initial Infrastructure Costs at new R & E Center ¹⁰ | | 350,000 | | | | | | | | |
| Specialized Equipment ¹¹ | | | 300,000 | | | | | | | |
| Total | 0 | 350,000 | 3,450,923 | 3,238,701 | 3,329,112 | 3,422,235 | 3,518,152 | 3,616,947 | 3,718,705 | 3,823,516 |
| Net Revenue | 500,000 | 558,750 | 506,359 | 731,990 | 934,950 | 1,114,526 | 1,269,982 | 1,200,558 | 1,114,469 | 1,011,181 |
| Summary of Assets | | | | | | | | | | |
| Initial Commitment Wild Rose for Center Buildings ¹² | | | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 | 17,500,000 |
| Value of land for new R & E Center ¹³ | | | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| Accumulated Capital Renewal Fund | | | 225,000 | 450,000 | 675,000 | 900,000 | 1,125,000 | 1,350,000 | 1,575,000 | 1,800,000 |
| Accumulated Net Revenue - Operating reserve | 500,000 | 558,750 | 506,359 | 731,990 | 934,950 | 1,114,526 | 1,269,982 | 1,200,558 | 1,114,469 | 1,011,181 |
| Summary of assets at year end | 500,000 | 558,750 | 19,231,359 | 19,681,990 | 20,109,950 | 20,514,526 | 20,894,982 | 21,050,558 | 21,189,469 | 21,311,181 |

¹Based on FY07 funding for faculty, staff and operating expenses at CALS R&E Center and Bonner County Extension. Estimated annual increase included at 3% per year based in subsequent years.

²Based on 18% of overhead of \$200,000 annually in grants and contracts.

³\$6.25 million will be received for the sale of the current UI land. \$500,000 will be placed in a cash reserve and the remaining \$5.75 mill will be placed in an endowment with the UI Foundation.

Annual payout to the UI will be a minimum of 4.5% and any return above that will be reinvested in the endowment.

Estimated returns shown are based on an expected return on investment of 7.5%.

⁴Based on estimated enrollments for proposed programs and calculated revenue based on current off-campus fee rates (See Table 3).

To account for full-time reduced rates and other discounts, estimated revenue has been reduced by 10%. Expected annual increase included at 3% per year.

⁵Calculated occupancy costs based on UI gross sq. ft. in FY10 of 50,000 and \$15 mill value. Funding must be approved by SBOE and legislature.

⁶Based on estimated occupancy costs rate plus off campus costs estimates of 50,000 sq. ft. and \$15 mill value. Annual increase included at 3% per annum.

⁷One-time costs of \$800 per port plus \$120/mo/port for annual operating costs (100-400 ports). Annual increase included at 3% per annum.

⁸Calculated at 1.5% of estimated construction costs of \$15 million. Funds are for major system repair and replacement as well as minor capital replacement furnishings needed on an annual basis.

⁹Turnkey facilities will be provided by Wild Rose including FF&E in all areas. (Units may be responsible for furniture in some areas.)

¹⁰New land for center will require the demolition and or upgrade of existing facilities and addition of roads, water and sewage systems and other infrastructure needs.

\$150,000 to be used for addition of a storage/warehouse facility.

¹¹Includes technology for classrooms.

¹²Value of initial capital improvements to be completed and transferred to the university. Does not include value of the new center land to be transferred.

¹³Value of this land based on estimates from donor. Per the MOU, an appraisal will be completed on the land before transfer.

Table 2. Projected FY10 Annual Program Costs and Revenue at Sandpoint Center

| Line # | Program | FY Initiated | Projected FY10 Costs | Projected FY10 Revenue Sources | | | | | |
|--------|---|--------------|----------------------|--------------------------------|----------------|---------------|----------------|----------------|----------------|
| | | | | University | Fees | Wild Rose | Grants | County | Total |
| 1 | Administration | | | | | | | | |
| 2 | Center administration (AVP& UI Northern Idaho administrative staff in CDA will provide major oversight for these programs) | | | | | | | | |
| 3 | Support: Local site operations director | FY10 | 60,000 | | 60,000 | | | | 60,000 |
| 4 | Local facilities maintenance foreman | FY10 | 43,500 | | 43,500 | | | | 43,500 |
| 5 | Local registration coordinator | FY10 | 43,500 | | 43,500 | | | | 43,500 |
| 6 | Local IT support associate | FY10 | 50,000 | | 50,000 | | | | 50,000 |
| 7 | Local library/information professional/ and other support services | FY10 | 132,496 | | 132,496 | | | | 132,496 |
| 8 | Operating: OE, CO | FY10 | 50,000 | | 50,000 | | | | 50,000 |
| 9 | Totals | | 379,496 | | 379,496 | 0 | | 0 | 379,496 |
| 10 | | | | | | | | | |
| 11 | College of Agricultural and Life Sciences | | | | | | | | |
| 12 | Horticultural Research and Extension Program (Currently funded through ARES Funding) | | | | | | | | |
| 13 | Faculty: 1 FTE Horticulture professor (Director of R&E Center) | FY08 | 100,562 | 100,562 | | | | | 100,562 |
| 14 | Support: 1 FTE Farm Manager and 1 FTE Administrative Assistant | FY08 | 86,847 | 86,847 | | | | | 86,847 |
| 15 | Operating: OE, CO | FY08 | 43,000 | 43,000 | | | | | 43,000 |
| 16 | Bonner County Extension (Currently funded through ARES and Bonner County Funding) | | | | | | | | |
| 17 | Faculty: 1 FTE Community Development Extension Educator | FY08 | 53,179 | 51,679 | | | | 1,500 | 53,179 |
| 18 | 1 FTE Horticulture/Master Gardener Extension Educator | FY08 | 42,814 | 42,814 | | | | | 42,814 |
| 19 | Support: 1 FTE 4-H program assistant; 1 FTE Admin. Asst.; 1 FTE Receptionist | FY08 | 82,565 | | | | | 82,565 | 82,565 |
| 20 | Operating: OE, CO | FY08 | 35,000 | | | | | 35,000 | 35,000 |
| 21 | Research and extension in food processing (New) | | | | | | | | |
| 22 | Faculty: 1 FTE food science professor (research, extension and teaching) | FY10 | 93,331 | 23,331 | | 20,000 | 50,000 | | 93,331 |
| 23 | Operating and technical support: OE, CO, personnel | FY10 | 50,000 | | | | 50,000 | | 50,000 |
| 24 | Research and Extension in molecular genetics of small fruits (New) | | | | | | | | |
| 25 | Faculty: 1 FTE molecular biology professor | FY10 | 93,331 | 23,331 | | 20,000 | 50,000 | | 93,331 |
| 26 | Operating and technical support: OE, CO, personnel | FY10 | 50,000 | | | | 50,000 | | 50,000 |
| 27 | Totals | | 730,629 | 371,564 | 0 | 40,000 | 200,000 | 119,065 | 730,629 |
| 28 | | | | | | | | | |
| 29 | College of Education | | | | | | | | |
| 30 | MS in C&I and Conservation Biology-Science Certification | | | | | | | | |
| 31 | Faculty: 1 FTE Curriculum and Instruction professor | FY10 | 80,000 | | 40,000 | 40,000 | | | 80,000 |
| 32 | Contractual Faculty in Natural Resources | FY10 | 20,000 | | 20,000 | | | | 20,000 |
| 33 | Operating: OE, CO | FY10 | 5,000 | | 5,000 | | | | 5,000 |
| 34 | BS in Elementary Education | | | | | | | | |
| 35 | Faculty: 1 FTE Curriculum and Instruction professor | FY10 | 80,000 | | 40,000 | 40,000 | | | 80,000 |
| 36 | Operating: OE, CO | FY10 | 2,000 | | 2,000 | | | | 2,000 |
| 37 | MS in Educational Leadership | | | | | | | | |
| 38 | Faculty: Faculty from UI CDA and on-line | FY08 | 40,000 | | 40,000 | | | | 40,000 |
| 39 | Operating: OE, CO | FY08 | | | | | | | 0 |
| 40 | Totals | | 227,000 | 0 | 147,000 | 80,000 | 0 | 0 | 227,000 |
| 41 | | | | | | | | | |

Table 2. Projected FY10 Annual Program Costs and Revenue at Sandpoint Center

| Line # | Program | FY Initiated | Projected FY10 Costs | Projected FY10 Revenue Sources | | | | | |
|--------|---|--------------|----------------------|--------------------------------|------------------|----------------|----------------|----------------|------------------|
| | | | | University | Fees | Wild Rose | Grants | County | Total |
| 42 | College of Letters, Arts and Social Sciences | | | | | | | | |
| 43 | BS Psychology | | | | | | | | |
| 44 | Faculty: On-line and Adjunct faculty | FY08 | 60,000 | | 40,000 | 20,000 | | | 60,000 |
| 45 | Operating: OE, CO | FY08 | | | | | | | 0 |
| 46 | BS Fine Arts (Music Theatre) Completion Program | | | | | | | | |
| 47 | Faculty: 1 FTE Professor of Music | FY10 | 80,000 | | 40,000 | 40,000 | | | 80,000 |
| 48 | 1 FTE Professor of Theatre | FY10 | 80,000 | | 40,000 | 40,000 | | | 80,000 |
| 49 | Operating: OE, CO | FY10 | 5,000 | | 5,000 | | | | 5,000 |
| 50 | B.A. and B.S. Interdisciplinary Studies | | | | | | | | |
| 51 | Faculty: 1 FTE professor of chemistry/biology or other area | FY10 | 80,000 | | 40,000 | 40,000 | | | 80,000 |
| 52 | Operating: OE, CO | FY10 | | | | | | | 0 |
| 53 | Bachelor of General Studies (B.G.S.) | | | | | | | | |
| 54 | Faculty: Relevant faculty from all colleges | FY08 | 40,000 | | 40,000 | | | | 40,000 |
| 55 | BS Environmental Sciences | | | | | | | | |
| 56 | Faculty: 1 FTE Professor (Research and Teaching) | FY10 | 80,000 | | 40,000 | 40,000 | | | 80,000 |
| 57 | Operating: OE, CO | FY10 | 2,000 | | 2,000 | | | | 2,000 |
| 58 | Totals | | 427,000 | 0 | 247,000 | 180,000 | 0 | 0 | 427,000 |
| 59 | | | | | | | | | |
| 60 | College of Business and Economics | | | | | | | | |
| 61 | Minor in Business (on-line) | | | | | | | | |
| 62 | Faculty: Contractual | FY08 | 20,000 | | 20,000 | | | | 20,000 |
| 63 | | | | | | | | | |
| 64 | Executive MBA | | | | | | | | |
| 65 | Faculty: 0.4 FTE Administration | FY08 | 53,618 | | 53,618 | | | | 53,618 |
| 66 | 1 FTE Marketing Professor | FY08 | 134,045 | | 67,023 | 67,022 | | | 134,045 |
| 67 | 1 FTE Finance Professor | FY08 | 134,045 | | 67,023 | 67,022 | | | 134,045 |
| 68 | 1 FTE Management Professor | FY08 | 134,045 | | 68,089 | 65,956 | | | 134,045 |
| 69 | 0.6 FTE Operations Professor | FY08 | 80,427 | | 80,427 | | | | 80,427 |
| 70 | Contractual Faculty | | | | | | | | |
| 71 | 0.2 FTE Accounting Professor | FY08 | 26,809 | | 26,809 | | | | 26,809 |
| 72 | 0.2 FTE Economics Professor | FY08 | 26,809 | | 26,809 | | | | 26,809 |
| 73 | TOTAL | | 589,798 | 0 | 389,798 | 200,000 | | | 589,798 |
| 74 | Totals | | 609,798 | 0 | 409,798 | 200,000 | | 0 | 609,798 |
| 75 | | | | | | | | | |
| 76 | Professional Development and Continuing Education | | | | | | | | |
| 77 | Faculty: Contractual | FY08 | 40,000 | | 40,000 | | | | 40,000 |
| 78 | Totals | | 40,000 | 0 | 40,000 | 0 | | 0 | 40,000 |
| 79 | Overall Totals | | 2,413,923 | 371,564 | 1,223,294 | 500,000 | 200,000 | 119,065 | 2,413,923 |

| Table 3. Preliminary Projected FY10 Academic Year Student Enrollment and Fee Revenue at Sandpoint Center | | | | | | |
|---|------------------|----------------|--------------|--|----------------|------------------|
| Program | FY10 | | | FY10 Projected Fee Revenue | | |
| | Student # | Credits | SCH | Facilities/ Computing/ Activities | Center | College |
| College of Agricultural and Life Sciences | | | | | | |
| Horticultural Research and Extension Program (Currently funded through ARES Funding) | | | | | | |
| Faculty: 1 FTE Horticulture professor (Director of R&E Center) | 10 | 3 | 30 | | | |
| Research and extension in food processing | | | | | | |
| Faculty: 1 FTE food science professor (research, extension and teaching) (graduate) | 15 | 6 | 90 | | | |
| Research and Extension in Molecular Genetics of small fruits | | | | | | |
| Faculty: 1 FTE molecular biology professor (research and teaching) | 15 | 6 | 90 | | | |
| Totals | 40 | 15 | 210 | 4,809 | 8,400 | 28,791 |
| College of Education | | | | | | |
| M.S. in Curriculum and Instruction and Conservation Biology-Science Certification | | | | | | |
| Faculty: 1 FTE Curriculum and Instruction professor | 20 | 15 | 300 | | | |
| Contractual Faculty in Natural Resources | 20 | 5 | 100 | | | |
| B.S. in Elementary Education | | | | | | |
| Faculty: 1 FTE Curriculum and Instruction professor | 25 | 15 | 375 | | | |
| M.S. in Educational Leadership | | | | | | |
| Faculty: Faculty from UI CDA and on-line | 25 | 12 | 300 | | | |
| Totals | 90 | 47 | 1,075 | 24,618 | 43,000 | 166,282 |
| College of Letters, Arts and Social Sciences | | | | | | |
| B.S. Psychology | | | | | | |
| Faculty: On-line and Adjunct faculty | 40 | 15 | 600 | | | |
| B.S. Fine Arts (Music Theatre) Completion Program | | | | | | |
| Faculty: 1 FTE Professor of Music | 20 | 15 | 300 | | | |
| 1 FTE Professor of Theatre | 20 | 15 | 300 | | | |
| B.A. and/or B.S. Interdisciplinary Studies | | | | | | |
| Faculty: 1 FTE professor of chemistry/biology or other area | 20 | 15 | 300 | | | |
| Bachelor of General Studies (B.G.S.) | | | | | | |
| Faculty: Relevant faculty from all colleges | 20 | 15 | 300 | | | |
| B.S. Environmental Sciences | | | | | | |
| Faculty: 1 FTE Professor (Research and Teaching) | 20 | 15 | 300 | | | |
| Totals | 140 | 90 | 2,100 | 50,890 | 84,000 | 287,910 |
| College of Business and Economics | | | | | | |
| Minor in Business (on-line) | | | | | | |
| Faculty: Contractual | 25 | 6 | 150 | | | |
| Executive MBA | | | | | | |
| 4.0 FTE faculty | 30 | 48 | 1,440 | | | |
| Total | 55 | 54 | 1,590 | 36,411 | 63,600 | 645,429 |
| Professional Development and Continuing Education | | | | | | |
| Faculty: Contractual | 100 | 3 | 300 | | | |
| Totals | 100 | 3 | 300 | | | 31,800 |
| Overall Totals | 425 | 209 | 5,275 | 116,728 | 199,000 | 1,160,212 |

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho, (hereinafter “University”); and The Wild Rose Foundation, Inc., a not-for-profit charitable foundation (hereinafter “Wild Rose”), collectively “the Parties.”

This MOU sets out the Parties’ intentions with regard to the construction of a campus facility and other uses with regard to certain real property located in Sandpoint, Bonner County, Idaho. The Parties specifically acknowledge that this MOU is statement of intent and is not binding on the Parties and that all actions of the University described herein that require approval by the University’s Board of Regents (“Board”), including but not limited to disposal of the University’s real property, entering into a Development Agreement and real property lease, and certain programmatic decisions, will require subsequent presentation to and approval by the Board notwithstanding the Board’s acknowledgement of this MOU.

1. Subject to completion of the necessary transactional documents, including, but not limited to a Development Agreement and future real property agreements, covenants, and reversions, University shall transfer to Wild Rose that certain parcel of property located in Sandpoint, Bonner County, Idaho, comprised of approximately 77 acres, described in Exhibit “A” attached hereto, for a purchase price of the fair market appraised value of \$6.25 million. If this transaction occurs more than

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one year after the date of execution of this MOU, then the property shall be reappraised and the purchase price shall be the then current appraised value.

2. Contemporaneously or within 60 days of said transfer, Wild Rose shall cause to be transferred to University a parcel approximately 15 acres in size, located on a southerly portion of an 80-acre parcel owned by a related party to Wild Rose, on North Boyer Avenue, near Sandpoint, Bonner County, Idaho. The value of such parcel shall be established by a subsequent appraisal of fair market value to be conducted by Wild Rose. A map of the 80-acre parcel, with no delineations yet of the parcel to be transferred to University is attached hereto as Exhibit "B." This parcel shall be transferred to University as a gift without any consideration paid for such gift.

3. The parcel described in Exhibit A, hereinafter described as the "Campus Parcel," upon its transfer, shall be impressed with a covenant restricting the use of said Campus Parcel for public educational, research, and supporting purposes only, and such restriction shall remain in force through December, 31, 2056. The parcel gifted to University by Wild Rose, described in Exhibit B, hereinafter described as the "Research Parcel," shall likewise contain a covenant restricting the use of said parcel for public educational, research, and supporting purposes only, and said covenant shall remain in force through December 31, 2056. Such restrictions shall not limit the extent or operation of the Research Parcel for experimental agricultural or other research uses as approved by University, nor shall such restrictions obligate University to continue or maintain programs on the Research Parcel.

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4. The Campus Parcel as depicted in Exhibit "C" is divided by a natural swale/slough that runs in an easterly-westerly direction. On the Campus Parcel north of said natural swale/slough division, hereinafter referred to as the "College Parcel," Wild Rose agrees to provide all capital improvements in accordance with the general description provided below in paragraph 5. As used herein, capital improvements shall include the campus facilities, including all interior roads, buildings, structures, and other related improvements and infrastructure. More precise specifications shall be detailed and described in the Development Agreement to be entered into by the Parties. The Development Agreement shall be executed prior to conveyance of real property. Wild Rose's commitment for funding and constructing such capital improvements shall be no less than Twenty Million Dollars (\$20,000,000), which may include up to Two Million, Five Hundred Thousand Dollars (\$2,500,000) dedicated for improvements for programs coordinated with other institutions on adjacent and/or nearby property acquired by Wild Rose or related parties. With the exception of said \$2,500,000 commitment, these capital improvements shall be for the exclusive use of University so that University, and such other educational institutions, particularly including North Idaho College, as well as other institutions of higher learning, may provide curriculum and programs as established or coordinated by University. Under no circumstances shall this MOU be construed to obligate the University to provide any funding for capital improvements in the event the sum provided by Wild Rose is inadequate to complete all of the capital improvements specified and agreed to in the Development Agreement.

5. Wild Rose will design and build capital improvements to enhance educational offerings, as well as allow for future growth potential. Initial education

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programs to be accommodated at the site will be in general education, general studies, teacher education, business, horticulture and plant sciences, environmental sciences, psychology, natural resources and fine arts. Capital improvements also will be provided to accommodate Bonner County Extension programs in horticulture and community and youth development as well as research and extension programs in horticulture, natural resources, food science and molecular biology, including greenhouses and plot space needed to accommodate these programs. With the completion of the capital improvements to the point where they have developed adequate campus facilities, University will expand on the current research, extension and teaching programs that it provides in Bonner County by adding new faculty and programs to the campus facility. University will collaborate with key representatives from Bonner and Boundary Counties, Lake Pend Oreille School District, North Idaho College, and other appropriate colleges and universities to develop a comprehensive educational master plan to identify specific educational programs and degrees that will be offered at the campus facilities for the next five years.

6. The College Parcel and campus facilities, including land, buildings, and all other related improvements, ("Educational Property"), subject to the provisions set out below, shall be owned and operated by Wild Rose until such time as they are transferred to University under appropriate covenants for the continued operation of said educational property, consistent with this MOU. It is specifically understood that such conveyances may be in phases as such capital improvements are completed and ready for use.

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7. The Parties will work together to create an advisory board for the overall program to be offered at the campus facilities. Such board shall have a membership representative of University, the community, and Wild Rose, including local public officials. Wild Rose, at its sole cost and discretion, may appoint an executive director responsible for identifying and advocating for the delivery of community higher education needs, and reporting such needs to said advisory board and through said board to University and community. The executive director and board will assist in identifying the higher educational needs and opportunities in the community, and facilitate communication and implementation strategies among the various parties to advance the programs on the College Parcel. Any tasks undertaken by an executive director or board would be subject to and would not supersede the responsibility and authority of the educational institutions or Wild Rose.

8. To the extent any portion of the Educational Property is completed and ready for occupancy by University under this MOU and related agreements, including a development agreement, Wild Rose shall gift and grant said property to University; provided, however, that for the period of no less than through December 31, 2028, or twenty (20) years from the date of such transfer of any portion of the Educational Property or any phase thereof, such property shall be subject to covenants that provide for the reasonable restriction of the use of such property by University and other institutions of higher learning for the educational purposes contemplated hereunder. Provided that University has continually delivered educational services at the Education Property through December 31, 2028, or twenty (20) years from any subsequent transfers of other phases, then such property shall revert to the ownership of University,

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without restriction. Said covenants and restrictions for transfers under this paragraph shall provide, otherwise, that should University be unable or unwilling to deliver educational services at the Educational Property during the period of the covenants, then and in that event, said property shall revert to Wild Rose, but shall continue to be subject to the covenants set out in paragraph 3, above.

9. Except for \$500,000 of the sale proceeds, all funds paid to University for the purchase of the Campus Parcel pursuant to paragraph 1 hereof, shall be invested by University in an endowment in the University of Idaho Foundation, with the return from said investment committed exclusively to the operations and staffing of University on the College Parcel. The \$500,000 withheld from the endowment shall be available for operations and staffing of University on the College Parcel during the first five years of operations.

10. With regard to the professional staff to be employed at University located on and within the Educational Property, and in addition to any existing staffing now present for University operations located in Bonner County, the Parties agree as follows:

10.1 Core Faculty Staffing. The University commits to maintaining a core staffing level of UI professors fully dedicated to the delivery of higher education programs and as identified as being essential to the delivery of the master programming plan identified in Section 5 above. Wild Rose and/or members of the local business community shall contribute up to \$500,000 per year to match the amount of funding allocated by University for program delivery. The

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matching funds shall be provided for a period of at least five (5) years. Wild Rose shall seek to have all or a substantial portion of its contribution come from the local business community. All funding from the business community shall be donated to the University of Idaho Foundation, for the purpose described herein. The Parties understand that to the extent University's obligations and liabilities are subject to annual funding from the appropriation of funds from the state of Idaho, such appropriation shall be in the state of Idaho's sole discretion, from revenues legally available to University for the ensuing fiscal year(s) for the purposes of this Project and that appropriated funds cannot be committed outside of the fiscal year for which they are appropriated.

10.2 Program Faculty Staffing. Additional staffing to support other programs not covered by the core faculty would be funded by University and any other educational institution present at their discretion, based on the Needs Assessment Survey, course enrollments, and their own resource availability. The three College of Agricultural and Life Sciences extension faculty positions currently located at the Sandpoint Research and Extension Center and the Bonner County Extension Office would be considered to be Program Faculty Staffing, , not Core Faculty Staffing.

10.3 Support Staffing. Support staffing will be determined, based on programs and needs. University acknowledges that the income from the endowment from the sale of the campus property will be available to cover a portion of the anticipated operational and support costs for its deliverables,

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including staffing. Shared support staffing with other educational institutions would be cost expensed pro rata to such institutions for their share of the use of said support staffing.

11. With regard to the property south of the swale/slough on the Campus Parcel, said property, hereinafter referred to as the "High School Parcel," shall be offered by Wild Rose to Lake Pend Oreille School District (hereinafter "School District") for the purposes of construction of a high school campus. Said property shall be offered upon the condition that School District has satisfactorily obtained the financial backing to construct such a campus through an appropriate levy, bond election, or other appropriate means. Said transfer to School District shall further be contingent upon School District making agreements, as appropriate, with the owner of the land, University, and other entities as necessary, to maximize utilization of the entire Campus Parcel for public educational purposes.

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12. In the event School District is unwilling or unable to construct a high school campus facility on the High School Parcel within twenty (20) years, then and in that event, ownership of the High School Parcel shall revert to University, subject to the covenant that the property shall not be utilized for purposes other than public educational, research, and supporting purposes. This restriction shall be terminated on December 31, 2057. In the event of reversion after twenty (20) years, University shall not be obligated to introduce any new uses on the former High School Parcel or continue or maintain programs, and University may maintain the property as vacant but subject to the use restrictions of this Section.

Dated _____

University of Idaho

By _____
Its _____

Dated _____

The Wild Rose Foundation, Inc.

By _____
Its _____

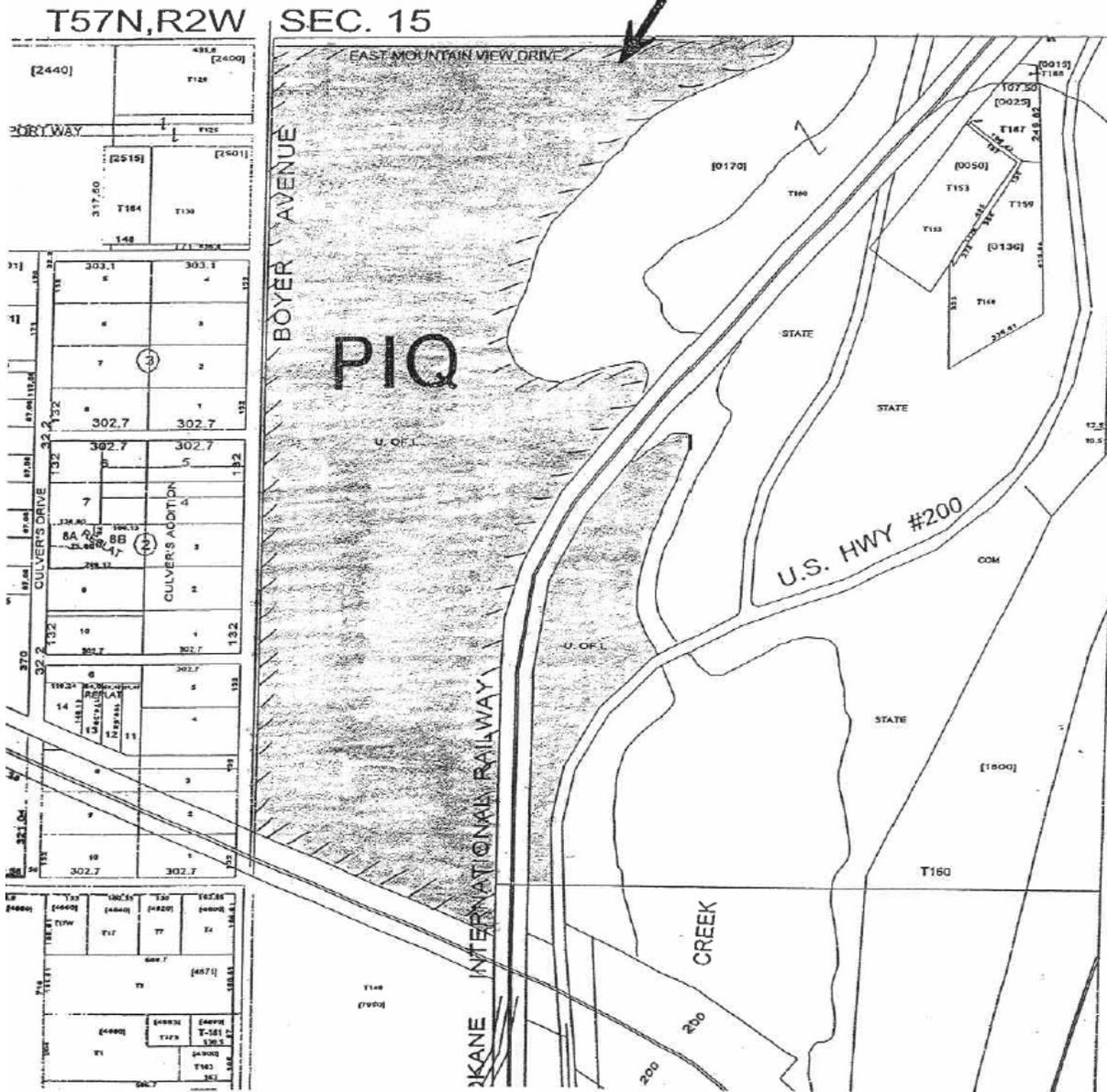
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Exhibit A



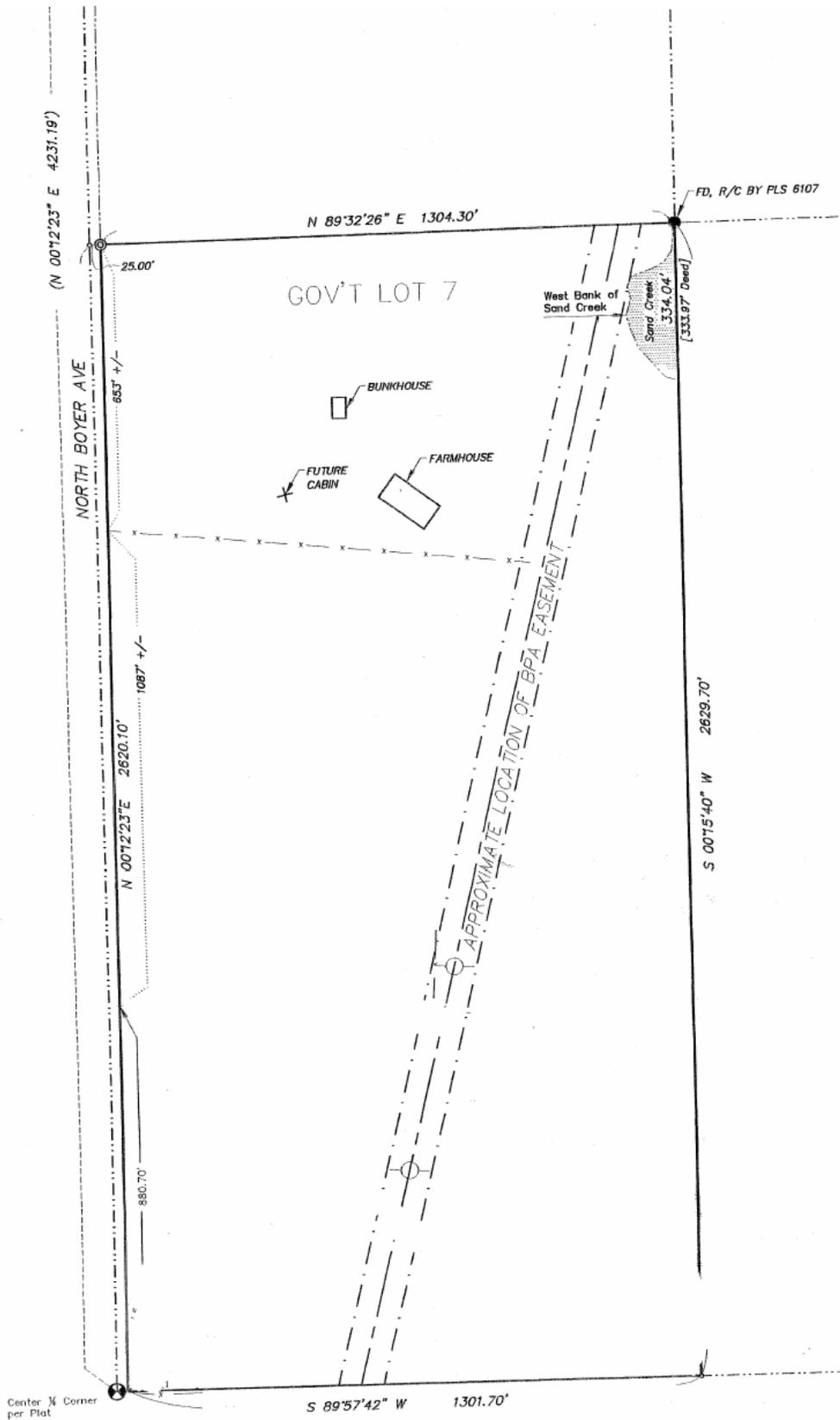
Exhibit A
University/Wild Rose MOU

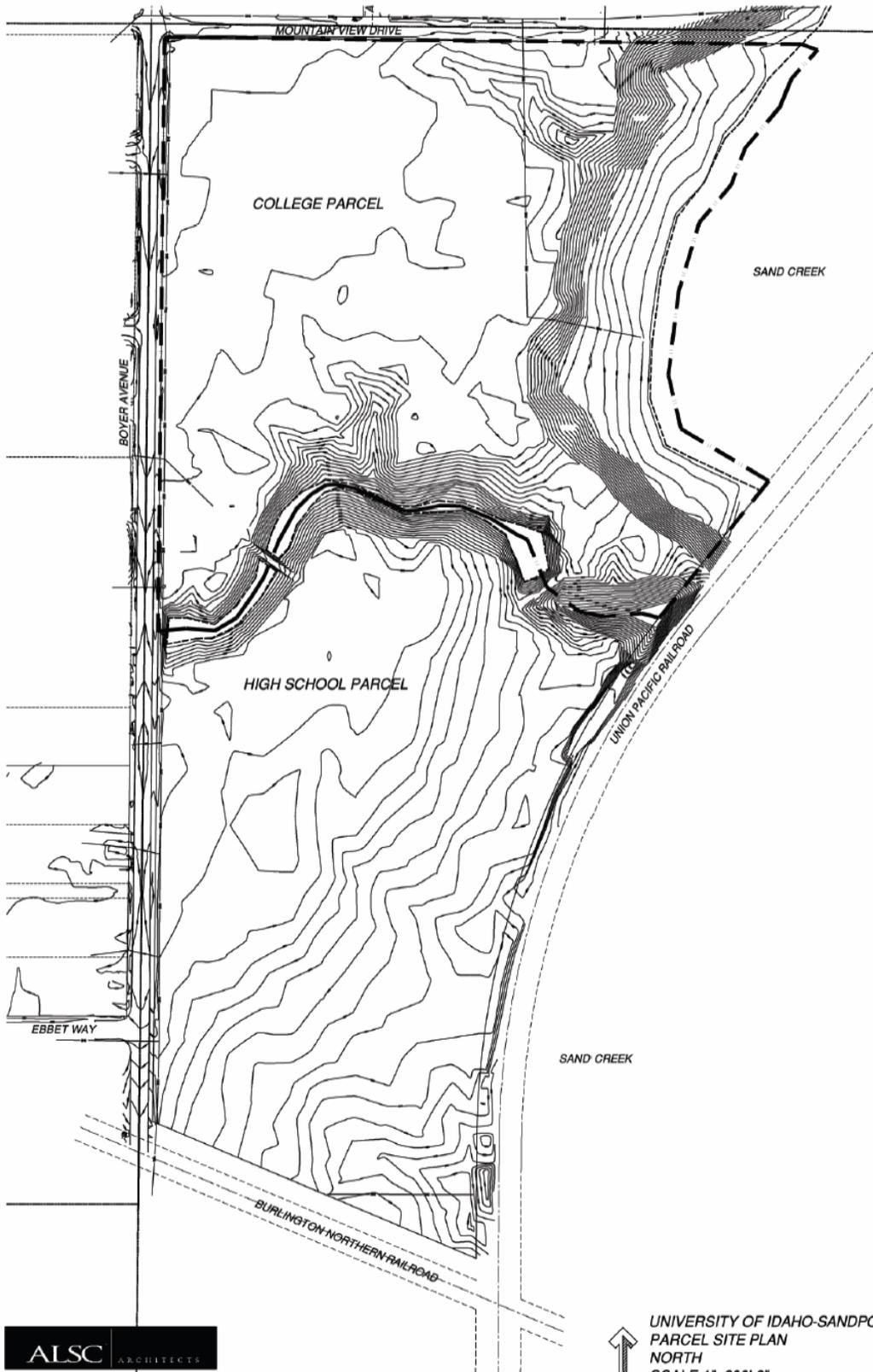
"This plat is made solely for the purpose of assisting in locating the land and the Company assumes no liability for variations, if any, with an actual survey."



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Exhibit B





REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

Subsection: G. Instructional Program Approval and Discontinuance

April 2005

G. Instructional Program Approval and Discontinuance

1. Authority and Scope

Instructional programs at the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College and the College of Southern Idaho are subject to the policies and procedures provided in this subsection pursuant to Idaho Code §33-107. This policy does not apply to instructional programs that are discontinued as a result of financial exigency as defined and discussed in Section II.N. of these policies.

The Board affirms that a major percentage of instructional program planning, assessment, and review rests with the institutions, both in theory and in practice. However, the Board has final authority and responsibility for how a program and the curriculum relate to other institutions, the system as a whole, and the needs of the consumers. The Board also anticipates that all postsecondary program approvals will include identifiable learning outcomes and competence measurements for graduates of their programs.

The Council on Academic Affairs and Programs (CAAP) is authorized to make recommendations on instructional program issues. The CAAP serves as the working unit of the Instruction, Research and Student Affairs (IRSA) committee at their direction and pleasure. Changes, duties, and responsibilities are at the discretion of IRSA and the Board.

2. Classifications and Definitions

a. Instructional Programs

(1) Academic Program

- (a) An academic program is a systematic, usually sequential, grouping of courses (i.e., curricula) that provides the student with the knowledge and competencies required for an academic certificate, or an associate, baccalaureate, master's, specialist, or doctoral degree (See definitions in Section III E.1.). There are several distinct degree and certificate programs depending upon time and orientation of the curriculum. A course or series of courses leading to an Academic Certificate of

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Completion is not considered an academic program for approval purposes.

(b) Academic Program Components

i. Major

A principal field of academic specialization that usually accounts for 25 to 50 percent of the total degree requirements; the concentration of coursework in a subject-matter major serves to distinguish one program from others leading to the same or a similar degree.

ii. Minor

A body of coursework that pertains to a secondary area of academic or specialization. The coursework usually amounts to between 15 to 25 percent of the total degree requirements.

iii. Emphasis

One of two or more alternatives within the same major but usually affecting only 20 to 40 percent of the requirements in the major.

iv. Option

One of two or more alternatives within the same major; the differences between the options usually amount to 50 percent or more of the requirements in the major.

(2) Professional-Technical Programs

(a) A professional-technical program is a systematic, usually sequential, grouping of courses (i.e., curricula) that provides the student with the knowledge and competencies required for a postsecondary technical certificate, a technical certificate, an advanced technical certificate, or an associate of applied science degree (See definitions in Section III E.1.). There are several distinct degree and certificate programs depending upon time and orientation of the curriculum. A course or series of courses leading to a technical certificate of completion is not considered a program for approval purposes.

(b) Option - provides alternative instructional paths to fields of specialized employment, consists of more than one specialized course, and may have a separate advisory committee. Justification is based on availability of employment requiring the optional specialized training.

b. Instructional Units

Instructional Units include: Departments, Institutes, Offices, Centers, Divisions, Schools, Colleges, Campuses, Branch Campuses, and Research Units.

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3. Program Planning

The Board affirms that instructional program approval is a collaborative process, which includes the Board, its staff, the institutions, the faculty, external advisory groups, regional and specialized accreditation bodies, and other interested parties. Consistent with the Board's philosophy of institutional autonomy in matters of internal management, each institution assumes primary responsibility for the creation of new programs, and for the internal review of existing programs, which may lead to changes or discontinuance. However, the Board provides the following general expectations related to program planning:

- a. With respect to academic programs, strategic planning permits the institutions to focus upon strengths distinctive from other institutions, and in accordance with its approved mission statement. The result is an opportunity for access to a broad spectrum of high quality programs.
- b. For professional-technical programs, strategic planning permits each institution to fulfill its role in serving the needs of its assigned service region. Input from local business and industry is expected.
- c. All existing instructional programs are reviewed systematically by the institution. The findings from these reviews permit the institutions to build program quality, respond to the needs of their constituents, and deliver cost effective and performance based programs to the citizens of Idaho.
- d. The standards for the program approval process are rigorously applied according to the Board's priorities for quality, unnecessary duplication, centrality to institutional role and mission, demand, and resource sharing.
- e. Institutional efforts are directed toward meeting those needs that are a high priority to the state.
- f. Expansion or reduction of programs and services is implemented consistent with institutional program priorities and statewide needs.
- g. Input from consumers, appropriate agencies and professional boards, (e.g., dentistry, medicine, nursing, pharmacy, etc.), and the Professional Standards Commission is expected when developing or modifying new programs.

4. Program Approval Policy

Program approval will take into consideration statewide and institutional objectives.

- a. New instructional programs, instructional units, majors, minors, options, and emphases require approval prior to implementation;

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(1) Board Approval – Board approval prior to implementation is required for any new:

- (a) academic professional-technical program, new major, minor, option, emphasis, or instructional unit with a financial impact* of \$250,000 or more per year; and
- (b) graduate program leading to a master's, specialist, or doctoral degree.

(2) Executive Director Approval – Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year.

b. Existing instructional programs, majors, minors, options, emphases and instructional units.

(1) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases, or instructional units with a financial impact of \$250,000 or more per year require Board approval prior to implementation.

(2) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000 require executive director approval prior to implementation. The executive director may refer any of the requests to the Board or a subcommittee of the Board for review and action. All modifications approved by the executive director shall be reported quarterly to the Board. Non-substantive name or title changes need not be submitted for approval.

c. Routine Changes

Non-substantive changes, credits, descriptions of individual courses, or other routine catalog changes do not require notification or approval. Institutions must provide prior notification of a name or title change for programs, degrees, departments, divisions, colleges, or centers via a letter to the Office of the State Board of Education.

5. Approval Procedures

a. Board Approval Procedures

(1) Subsequent to institutional review and consistent with institutional policies, all requests requiring Board approval will be submitted by the institution as a notice of intent in a manner prescribed by the Chief Academic Officer of the Board.

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- (2) The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. Professional-technical requests will be forwarded to the Idaho Division of Professional-Technical Education for review and recommendation prior to CAAP review and action. If the CAAP recommends approval, the proposal shall be forwarded to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the institution and the State Board of Education.
- (3) CAAP may, at its discretion, request a full proposal for any request requiring a notice of intent. A request for a new graduate program requires a full proposal. Full proposals should be forwarded to CAAP members at least two (2) weeks prior to the next CAAP meeting for initial review prior to being forwarded to the Board for approval.
- (4) As a part of the full proposal process, all doctoral program request(s) will require an external peer review. The external peer-review panel will consist of at least two (2) members and will be selected by the Board's Chief Academic Officer and the requesting institution's Chief Academic Officer. The review will consist of a paper and on-site review followed by the issuance of a report and recommendations by the peer-review panel. Considerable weight on the approval process will be placed upon the peer reviewer's report and recommendations.

b. Office of the State Board of Education Approval Procedures

- (1) All requests requiring approval by the Executive Director will be submitted by the institution as a notice of intent in a manner prescribed by the Chief Academic Officer of the Board. At the discretion of the Chief Academic Officer, the request may be forwarded to the CAAP for review and recommendation. Professional-technical requests will be forwarded to the Division of Professional-Technical Education for review and recommendation prior to CAAP review and action.
- (2) If the CAAP recommends approval of the request(s), the notice of intent will be submitted to the Executive Director for consideration and action. The Executive Director shall act on any request within thirty (30) days of receipt of the Chief Academic Officer's or CAAP's recommendation.
- (3) If the Executive Director denies the request he or she shall provide specific reasons in writing. The institution has thirty (30) days in which to address the issue(s) for denial of the request. The Executive Director has ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director decides to deny the request after re-consideration, the institution may send its request and the documents related to the denial to the president of the Board for final reconsideration.

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(4) Distance Learning Delivery and Residence Centers

All academic programs delivered to sites outside of the service area defined by the institution's role and mission statement shall be submitted to the Executive Director using a notice of intent.

6. Official Program Listing

The Office of the State Board of Education will maintain the Official Program and Degree Listing of Board approved academic and professional-technical programs offered at the public institutions. Changes or modifications to the Official Program and Degree Listing require prior OSBE approval. The official program and degree listing will use the U.S. Department of Education's most current classification of instruction program (cip) codes as a tracking and approval mechanism.

7. Criteria for Review of New Instructional Programs

The following criteria are used for the statewide review of requests for new academic and professional-technical programs. The CAAP is responsible for maintaining the criteria to reflect the current priorities of the IRSA committee and the Board for instructional program quality, unnecessary duplication, centrality to role and mission, and resource sharing as a method for improving quality, access, cost efficiency, and outcome measures.

- a. Quality – the full proposal must include documentation that the new instructional program will be of high quality. To ensure quality programs, the institution should address the following: curriculum, faculty, students, infrastructure support, funding resources, outcome and performance measures, business and industry support and partnerships, State Licensing Board acknowledgment, and other agency support where appropriate. Accreditation reviews, self-study reports, and external peer-review evaluations, etc. are encouraged as part of the documentation of quality.
- b. Duplication – the institution submitting the full proposal must document that the new instructional program avoids duplicating an existing program or presents evidence that duplication is warranted.
- c. Centrality – the institution must clearly document and ensure that the new instructional program is consistent with its Board approved role and mission statement.
- d. Demand – the institution seeking a new instructional program will address student, regional, and statewide needs. In addition to access and demand, (i.e., the anticipated number of students seeking admission to the proposed program), it is important to recognize the needs of other consumers such as business, industry, and governmental agencies. Further, communication and cooperation with the appropriate standard of practice agency (e.g., licensing board), as it

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relates to student graduate placements and needs of the respective professions, is expected.

- e. Resources – documentation concerning cost efficiency of the new instructional program is also required before the Board can take action on the full proposal. The institution must assure the Board of effective use of resources in promoting the new program. In addition, the impact that the new program will have on existing programs at the institution, faculty, facilities, library, etc. must be addressed. The budget for the proposed program clearly tracks the source and amount of funds (e.g., new funds, reallocation, resource sharing with business, industry, other institutions, contract agencies, federal government, etc.).

8. Instructional Program Discontinuance Policy

If in conflict, any policies of the Board of Trustees of North Idaho College, or the Board of Trustees of the College of Southern Idaho related to program discontinuance shall supersede the policies set forth herein.

- a. Discontinuance of professional-technical programs requires Board approval.
- b. Discontinuance of academic programs, majors, minors, options, emphases or instructional units with a financial impact of \$250,000 or more per year requires Board approval.
- c. Discontinuance of academic programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000 requires Executive Director approval. The Executive Director may refer any of the requests to the Board or a subcommittee of the Board for review and action. All discontinuances approved by the Executive Director shall be reported quarterly to the Board.

9. Instructional Program Discontinuance Criteria and Procedures

If in conflict, any criteria or procedures of the Board of Trustees of North Idaho College, or the Board of Trustees of the College of Southern Idaho related to program discontinuance shall supersede the policies set forth herein.

a. Criteria for Discontinuance of Academic Programs, Units or Components

The primary consideration in instructional program discontinuance will be whether the instructional program is an effective use of the institution's resources, and specific criteria supporting instructional program discontinuance will include, but will not be limited to:

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- (1) Quality – the institutions should address the following: curriculum, faculty, students, infrastructure, support, funding resources, outcome/performance measures, business industry support/partnerships, State Licensing Board acknowledgement, and other agency support where appropriate. Accreditation reviews, self-study reports, external peer review evaluations, etc. should also be considered when determining quality.
- (2) Duplication – the institution should consider whether the program duplicates an existing program or whether there is evidence that duplication is unwarranted.
- (3) Centrality – the institution should consider whether the program is inconsistent with the Board’s approved role and mission for the institution.
- (4) Demand – the institution should consider whether the program addresses student, regional, and statewide needs. In making this consideration, the institution should look at access to the program, the needs of other consumers such as business, industry, and governmental agencies, communication and cooperation with the appropriate standard practice of agency (e.g. licensing board).
- (5) Resources – the institution should consider whether the program is cost efficient and whether the program is an effective use of resources. In making this determination, the institution should consider the impact of the program on other programs, faculty, facilities, library, etc.

b. Procedures for Academic Program Discontinuance - Students and Employees

(1) Students

Institutions shall develop policies, in accordance with the Northwest Association of Schools and Colleges Accreditation Handbook, requiring that arrangements be made for enrolled students to complete affected programs in a timely manner and with minimum interruptions.

(2) Employees

This policy does not apply to instructional programs that are discontinued as a result of financial exigency as defined and discussed in Section II.N. of these policies. Any faculty or staff members whose employment the institution seeks to terminate due to the discontinuance of a program based upon Section III.G. shall be entitled to the following procedures:

- (a) Non-classified contract employees, including non-tenured faculty, may be dismissed or have their contracts terminated or non-renewed in accordance with Board and institutional policies.

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- (b) State of Idaho classified employees shall be subject to layoff as provided in the rules of the Division of Human Resources. Classified employees of the University of Idaho shall be subject to layoff as provided in the policies of the University of Idaho.
 - (c) Tenured faculty will be notified in writing that the institution intends to dismiss them as a result of program discontinuance. This notice shall be given at least twelve (12) months prior to the effective date of termination.
 - (d) An employee who receives a notice of termination as a result of program discontinuance is entitled to use the internal grievance procedures of the institution. The sole basis to contest a dismissal following a program closure is in compliance with these policies.
- c. Criteria for Discontinuance of Professional-Technical Programs or Components
- a. Complete criteria and procedures related to postsecondary professional-technical program discontinuance can be found in IDAPA 55.01.02.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: E. Gifts and Affiliated Foundations

July 2008

E. Gifts and Affiliated Foundations

1. Purpose of the Policy.

a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions, school, and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions, school, and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions, school, and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions, school, or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in every way possible with the work and mission of recognized affiliated foundations.

b. The Board recognizes that foundations:

(1) Provide an opportunity for private individuals and organizations to contribute to the institutions, school, and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions, school, and agencies;

(2) Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;

(3) Provide an instrument through which alumni and community leaders can help strengthen the institutions, school, and agencies through participation in the solicitation, management, and distribution of private gifts; and

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(4) Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.

c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions, school, and agencies under the Board's governance, adopts this policy with the following objectives:

(1) To preserve and encourage the operation of recognized foundations associated with the institutions, school, and agencies under the Board's governance; and

(2) To ensure that the institutions, school, and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.

2. Institutional Foundations.

The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board. Technology transfer organizations, including the Idaho Research Foundation, are not subject to this policy.

a. Board Recognition of Affiliated Foundations.

(1) The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.

(2) Upon the effective date of this policy, the institution chief executive officer shall provide a list of current affiliated foundations and an implementation plan to

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bring each foundation before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho, for one or more of the purposes previously described in this policy. Each foundation shall be brought into substantial conformance with these policies and, upon so doing, the institution shall provide prompt notice to the Board in order that the Board may recognize the affiliated foundation. Upon recognition by the Board, the organization of the nonprofit corporation or foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. Likewise, any new foundations established subsequent to implementation of this policy must be brought to the Board for formal recognition before such foundation begins operations.

b. General Provisions Applicable to all Affiliated Foundations recognized by the Board.

(1) All private support of an institution not provided directly to such institution shall be through a recognized affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to affiliated foundations.

(2) Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.

(3) The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.

(4) It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.

(5) Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be transferred from an institution to a foundation without prior Board approval when:

(a) A donor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended

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recipient of funds made payable to the Board or to an institution, then such funds may be deposited with or transferred to the affiliated foundation, provided that accompanying documents demonstrate that the foundation is the intended recipient. Otherwise, the funds shall be deposited in an institutional account, and Board approval will be required prior to transfer to an affiliated foundation; or

- (b) The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.

(6) Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding direct or indirect conflicts of interest between the institution and the affiliated foundation and those with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.

(7) Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.

(8) Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.

(9) Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.

(10) The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.

(11) A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of

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a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.

(12) Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions and regulations and all other applicable policies and guidelines.

(13) Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.

(14) Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.

(15) Foundations shall make clear to prospective donors that:

(a) The foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the institution; and

(b) Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in the foundation's governing board.

(16) Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be through the institution's chief executive officer in executive session pursuant to Idaho Code 67-2345 (1) (c).

c. Foundation Operating Agreements.

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be

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signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every two (2) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

(1) Institution Resources and Services.

(a) Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.

(b) Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:

(i) Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation shall comply with the institution's financial and administrative policies and procedures manuals);

(ii) Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;

(iii) Investment, management, insurance, benefits administration, and similar services; and

(iv) Development services, encompassing research, information systems, donor records, communications, and special events.

(c) Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so, the details of such arrangements.

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(d) Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.

(2) Management and Operation of Foundations.

(a) Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.

(b) Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).

(c) The liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.

(d) Description of the investment policies to be utilized by the foundation, which shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.

(e) Procedures that will be utilized to ensure that institution and foundation funds are kept separate.

(f) Detailed description of the organization structure of the foundation, which addresses conflict of interest in management of funds and any foundation data.

(3) Foundation Relationships with the Institutions.

(a) The institution's ability to access foundation books and records.

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- (b) The process by which the institution chief executive officer, or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
- (c) Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with normal practice. Employees shall not receive any payments or other benefits directly from the foundations.
- (4) Audits and Reporting Requirements.
- (a) The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.
- (b) The procedure foundations will use for reporting to the institution chief executive officer the following items:
- (i) Regular financial audit report;
 - (ii) Annual report of transfers made to the institution, summarized by department;
 - (iii) Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
 - (iv) A list of foundation officers, directors, and employees;
 - (v) A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
 - (vi) A list of all state and federal contracts and grants managed by the foundation; and
 - (vii) An annual report of the foundation's major activities;

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(viii) An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the institution; and

(ix) An annual report of any actual litigation involving the foundation during its fiscal year, as well as legal counsel used by the foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the foundation.

(5) Conflict of Interest and Code of Ethics and Conduct.

A description of the foundation's conflict of interest policy approved by the foundation's governing board and applicable to all foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct. Such policy must assure that transactions involving the foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the foundation's governing board. In addition, such policy must provide that directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest. Finally, such policy must assure that no director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

3. Foundations for Other Agencies and Idaho School for the Deaf and the Blind (ISDB).

Other agencies and ISDB under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' or school's operating purposes. These agencies and school are subject to the same policies as the institutional foundations. However, agency/school foundations with annual revenues less than \$100,000 are not required to obtain an independent audit. These agencies/school must instead submit an annual report to the Board of gifts received and the disposition of such gifts.

4. Idaho Educational Public Broadcasting System Foundations and Friends Groups.

Foundations and Friends groups that exist for the benefit of the Idaho Educational Public Broadcasting System (IEPBS) are required by Federal Communications Commission (FCC) regulations to have specific spending authority designated by the Board. Audits of the IEPBS Foundation and Friends groups will be conducted by the State Legislative Auditor.

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a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel 10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

5. Acceptance of Direct Gifts.

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of the state of Idaho that are made directly to the Board or to an institution, school, or agency under its governance. Gifts worth more than \$250,000 must be reported to and approved by the executive director of the Board before such gift may be expended or otherwise used by the institution, school, or agency. Gifts worth more than \$500,000 must be approved by the Board. The chief executive officer of any institution, school, or agency is authorized to receive, on behalf of the Board, gifts that do not require prior approval by the executive director or the Board and that are of a routine nature. This provision does not apply to transfers of gifts to an institution, school, or agency from an affiliated foundation (such transfers shall be in accordance with the written operating agreement between the institution, school, or agency and an affiliated foundation, as described more fully herein).

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

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.

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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.

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.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint

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endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

4. Hold of Personal Property

a. Inventory

An inventory of all items of chattel property valued at two thousand dollars (\$2,000) or limits established by Department of Administration owned or leased by any agency, school or institution must be maintained in cooperation with the Department of Administration as required by Section 67-5746, Idaho Code.

b. Insurance

Each agency, school and institution must ensure that all insurable real and personal property under its control is insured against physical loss or damage and that its employees are included under any outstanding policy of public liability insurance maintained by the state of Idaho. All insurance must be acquired through the State Department of Administration or any successor entity.

c. Vehicle Use

Vehicles owned or leased by an institution, school or agency must be used solely for institutional, school or agency purposes. Employees may not, with certain exceptions, keep institutional vehicles at their personal residences. Exceptions to this policy include the chief executive officers and other employees who have received specific written approval from the chief executive officer of the institution, school or agency.

5. Disposal of Real Property

a. Temporary Permits

Permits to make a temporary and limited use of real property under the control of an institution, school or agency may be issued by the institution, school or agency without prior Board approval.

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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(2) Easements to make a permanent use of real property under the control of an institution, school or agency require prior Board approval - unless easements are to public entities for utilities.

(3) The transfer by an institution, school or agency of any other interest in real property requires prior Board approval.

6. Disposal of Personal Property

Sale, surplus disposal, trade-in, or exchange of property with a value greater than two hundred fifty thousand dollars (\$250,000) requires prior Board approval.

a. First Refusal

When the property has a value greater than five thousand dollars (\$5,000), the institution, school or agency must first make a good faith effort to give other institutions, school and agencies under Board governance the opportunity of first refusal to the property before it turns the property over to the Department of Administration or otherwise disposes of the property.

b. Sale of Services

The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars (\$250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

c. Inter-agency Transfer

Transfer of property from one Board institution, school or agency to another institution, school or agency under Board governance may be made without participation by the State Board of Examiners or the Department of Administration, but such transfers of property with a value greater than two hundred fifty thousand dollars (\$250,000) require prior Board approval.

7. Litigation

The chief executive officer may negotiate settlement regarding litigation matters, or any claims made that may result in litigation, for up to \$25,000. All such settlements must be reported to the Board in executive session at the next regularly scheduled meeting.

8. Intellectual Property

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The chief executive officer may license intellectual property rights of their respective institutions, school and agencies up to (to be developed as the intellectual property policy is finalized).

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.

2. Project Approvals

Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board 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 be 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. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new 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. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.

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

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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.

4. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution, school or agency are accepted by the institution, school or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

5. Statute and Code Compliance

a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.

b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY – continued

Idaho Statutes

TITLE 58
PUBLIC LANDS
CHAPTER 3
APPRAISEMENT, LEASE, AND SALE OF LANDS

58-335. LANDS EXEMPT FROM ACT. This act shall not be construed as applying to any lands or properties acquired under the act of congress, known as the Idaho Admission Act, or in the subsequent operations of the various endowment funds of the state. Nor shall this act apply to any lands or properties in the custody of the board of regents of the University of Idaho in its corporate capacity: provided, however, that the board of regents, desiring to avail itself of the facilities of this act, for the sale, exchange or transfer of any such properties, may proceed to negotiate a sale, transfer or exchange with the state board of land commissioners as would any other tax-supported agency. If the board of regents of the University of Idaho does not avail itself of the facilities of this act, the board of regents shall use a process for disposal of real property that includes, at a minimum, a required appraisal and public notice of the proposed real property disposal prior to disposal; and for property disposals that are not part of an exchange or transfer, consideration given to granting a first option to purchase to local, state and federal governmental entities.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Purchase of a scanning, near-field, optical microscope.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies and Procedures, Section V.I.3.

BACKGROUND

In September 2006, the University of Idaho was awarded a National Science Foundation grant toward the purchase of a unique scanning near-field optical microscope (SNOM) with fully-integrated scanning confocal Raman microscopy and atomic force microscopy (AFM).

DISCUSSION

University of Idaho Purchasing Services issued Request for Proposals No. 07-41M. Two vendors responded, one with a price of \$527,050, and the other with a price of \$512,175. WITec Instruments Corporation's submission at \$527,050 was the only one that met all of the technical specifications and evaluation criteria.

In contrast to the WITec Instruments microscope, the alternative proposed microscope requires changing of hardware to change optical modes, and does not meet the requirements for the heating range of use for the long scanner or liquid cell imaging, among other shortcomings. The attached justification from Dr. Eric Aston explains the difference between the two proposals in greater detail.

Due to the difference in the technical specifications of the two proposals, the University requests authorization to purchase the WITec Instruments microscope, which meets all of the needs of the research program.

IMPACT

The purchase price is \$527,050.00. All of the funds for this purchase are from the National Science Foundation grant. No appropriated funds will be used for this purchase.

ATTACHMENTS

Attachment 1 - Justification from Dr. Eric Aston explaining the difference between the two proposals in greater detail Page 3

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

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

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the request for compliance with Board policy and recommends approval.

BOARD ACTION

A motion to approve the purchase of a scanning, near-field, optical microscope at a cost not to exceed \$535,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

Attachment 1



University of Idaho

Department of

P.O. Box 441021
Moscow, ID 83844-

Telephone: 208-

Fax: 208-885-7462
e-mail:

Date: 8 Jan 2007

Chemical Engineering
To: Julia McIlroy, Purchasing Office

1021

From: D. Eric Aston
885-6953

Re: Proposal No. 07-41M
aston@uidaho.edu

Scanning Near-field Optical Microscope Justification

In September 2006, we were awarded a National Science Foundation grant toward the purchase of a unique scanning near-field optical microscope (SNOM) with fully-integrated scanning confocal Raman microscopy and atomic force microscopy (AFM). WITec Instruments Corp. offered the only proposal that meets all of our technical specifications and evaluation criteria, for a grand total of \$527,050. NT-America is the only other company who responded to our request for proposals. Their quote included options that brought their NTegra system in compliance with many of our requirements for a grand total of \$512,175, but was still unable to meeting several key specifications, as outlined below. Our description below fully justifies the purchase of the better instrument at a slightly greater cost.

Besides being the only instrument that meets (and exceeds in some areas) our requirements, the main benefits of the WITec system from a specification point of view are:

- Is designed and assembled by a single company specifically for purposes of integrated performance.
- All required microscopy modes are available without removing sample or instrument parts, facilitating study of the same location, such as a single cell or other feature of interest, with all the power of the combined techniques.
- SNOM probes, unique to WITec, are made via automated manufacturing processes for reproducible quality; these probes also preserve light polarization, where other probes (bent fibers) do not.
- SNOM allows light of a large and continuous range (400-850 nm) without changing probe.
- AFM and SNOM modes may operate with the same assembly, changing only software settings.
- Has largest AFM vertical scan range (up to 20 microns).
- AFM spectroscopy mapping modes are both qualitative and quantitative through automated hardware-software design through digital pulsed force mode, providing chemical force microscopy and several other materials mapping capabilities on-line.
- Has optimized and integrated Raman spectroscopy system for chemical analysis and spectral mapping at required laser wavelengths.
- Has much broader spectral response range for Avalanche Photodiode Detector expanding both ultraviolet and infrared applications: 200-1100 nm compared to 400-1000 nm of competitor.

By contrast, the major technical deficiencies of the NTegra Spectra system are:

- The inverted optical microscope design does not allow AFM, SNOM and other optical modes to be accomplished without removing and replacing scanners, heads, probes or other hardware pieces. Furthermore, it does not allow the highest optical resolution to be attained from the same side of the sample as the AFM modes at the same sample location without replacing and realigning.
- Cannot use the long (100 micron) scanner up to our 200°C required heating range.
- Must change scanner and heating mount for access temperature range up to 200°C.
- The liquid cell imaging only allows up to 50°C heating.
- AFM scanning only possible up to 12 microns with additional, optional scanner head.
- Does not provide chemical force microscopy or sufficient software for spectroscopic data analysis.

Please contact me as soon as possible with questions or confirmation of making the SBOE agenda for February.

Respectfully submitted,
D. Eric Aston, Armando McDonald, David McIlroy, Peter Griffiths

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

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

April 2002

E. Real and Personal Property 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.

- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Menard Law Building Classroom Improvements

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

This is a request for additional authorization to design and construct improvements and technology enhancements to classrooms in the Menard Law Building, University of Idaho, Moscow, Idaho.

Existing project authorization stands at \$350,000, sought and received through the State of Idaho FY 2007 Permanent Building Fund Capital Budget Request Process in July 2005.

DISCUSSION

In 2005/06, The University of Idaho sought and received \$350,000 in FY07 State of Idaho Permanent Building Fund (PBF) monies in the Alteration and Repair category for the purpose of making improvements and technology enhancements to classrooms in the Menard Law Building, as further described in the attached Project Approval Form. The university submitted to the Office of the State Board of Education the referenced "Set B, Project Approval Form" as part of the FY 2007 Capital Budget Request describing the original scope of the project.

The request was approved, funded via the PBF, and the Division of Public Works was assigned to administer the project. DPW selected ALSC Architects to design the project and develop construction documents.

In parallel with this process, the university also has worked with ALSC to provide early feasibility analysis in relationship to the improvements recommended by the Courtroom 21 study for the Menard Law Building Moot Courtroom / Classroom. The scope of these improvements includes architectural, acoustical, universal access and technology enhancement elements.

The University, the Division of Public Works and the Architect have explored the feasibility of combining these two efforts under the auspices of the DPW administered project. There are significant project process and cost efficiencies to be realized in doing so. All three parties have defined additional and modified scope of work that includes architectural, acoustical, universal access and technology enhancement elements to the Moot Courtroom / Classroom and large classroom 104. The Division of Public Works is aware and supportive of this request.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

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

The total cost of the project with the additional improvements and expanded scope is \$950,000.00. The university is requesting authorization to expand the project scope and commit up to \$600,000.00 of institutional funds, inclusive of gift and professional fee funds, held by the College of Law. The project would continue to be administered by the Division of Public Works.

IMPACT

Source of Funding:

| | |
|--|------------------|
| <u>Permanent Building Fund (PBF):</u> | |
| FY07 Original Appropriation, A & R Category: | <u>\$350,000</u> |
| Subtotal PBF | <u>\$350,000</u> |
| <u>University of Idaho, Supplemental Allocation:</u> | |
| College of Law | <u>\$600,000</u> |
| Subtotal, UI Funds | <u>\$600,000</u> |
| | |
| Revised Total, All Project Funds | \$950,000 |

Authorization:

Current Authorization: \$350,000

Additional Authorization Requested: \$600,000

ATTACHMENTS

| | | |
|----------------|---|--------|
| Attachment 1 - | Office of the State Board of Education “Set B, Project Approval Form, Menard Law Building, Classroom Renovations and Improvements, July 2005.” | Page 4 |
| Attachment 2 - | Capital Project Tracking Sheet | Page 5 |

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

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

STAFF COMMENTS AND RECOMMENDATIONS

As part of the annual operating budget request process, agencies and institutions submit their Major Capital and Alterations/Repair budget requests to the Permanent Building Fund Advisory Council (PBFAC) through this office. The Board reviews the Major Capital requests at the August meeting. The Alterations/Repairs items are submitted directly to the PBFAC. The item requested here was submitted by the UI with their Alterations/Repair list.

Staff has reviewed this request and recommends approval.

BOARD ACTION

A motion to approve the authorization to expand the project scope of the Menard Law Building, Classroom Renovations and Improvements, at a cost not to exceed \$600,000, funding to come from institutional funds, inclusive of gift and professional fee funds, held by the College of Law.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

Attachment 1

OFFICE OF THE STATE BOARD OF EDUCATION

SET B

PROJECT APPROVAL FORM

| | | | |
|-----------------------|--|------------------------------|---------------------|
| Project Title: | Menard Law Building Classroom Renovations and Improvements | Institution/Agency: | University of Idaho |
| | | Fiscal Year: | FY07 |
| | | Estimated Total Cost: | \$350,000 |
| | | Budget Year Request: | \$350,000 |

This project request provides for physical improvements to 3 large classrooms and the courtroom/classroom located in the Menard Law Building. These improvements are necessary to make changes to the physical layout of the rooms and the building systems infrastructures of the rooms in support of the anticipated infusion of technology consistent with current curricula practices and teaching pedagogies. The request also anticipates removal of known asbestos containing materials (ACM) as necessary as a component of the scope of this project.

The College of Law has funded and engaged a nationally known consulting group, Courtroom 21, to provide the college with a series of recommendations aimed at ensuring that the University of Idaho College of Law curriculum is current with new and evolving uses of technology in the application of criminal and civil law. Courtroom 21 has specific expertise in the infusion of technology in courtroom environments and processes, and they have issued a series of recommendations to the college regarding the infusion of technology into the classrooms and the courtroom of the Menard Law Building.

The use of technology in support of the implementation and prosecution of law is evolving rapidly. Many aspects of the judicial system are moving to virtual and technology enhanced environments and processes. It is vital to the success of the university's College of Law graduates that they learn and train in an environment that is current and on par with the environments that they will experience upon entering the professional field. The need for the college and the university to maintain pace is the subject of specific citation in the reports issued by the American Bar Association Accreditation Committee.

This project is consistent with the university's strategic plan and its Long Range Campus Development Plan.

| Funding | | Estimated Budget | |
|---------------------|------------------|-------------------------|------------------|
| State: | \$350,000 | Construction: | \$289,200 |
| Federal: | 0 | A/E Fees: | 29,000 |
| Other (State & UI): | <u>0</u> | Contingency: | <u>31,800</u> |
| Total | \$350,000 | Total | \$350,000 |

Insert Capital Tracking Sheet

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of February 22, 2007

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Capital Project Additional Authorization Request, Menard Law Building Classroom Improvements, University of Idaho, Moscow, Idaho
- 2 **Project Description:** Architectural, acoustical, universal access and technology enhancement elements to the Moot Courtroom / Classroom and large classroom 104.
- 3 **Project Use:** Improvements necessary to make changes to the physical layout of the rooms and the building systems infrastructures of the rooms in support of the anticipated infusion of technology consistent with current curricula practices and teaching pedagogies. Architectural changes include acoustical issues and provision for improved universal access (ADA issues & concerns). The request also anticipates removal of known asbestos containing materials (ACM) as necessary as a component of the scope of this project. The project is consistent with a series of recommendations received by the College aimed at ensuring that the University of Idaho College of Law curriculum is current with new and evolving uses of technology in the application of criminal and civil law.
- 4 **Project Size:** 5,500 NASF

| | Sources of Funds | | | | Use of Funds | | | Total Uses |
|----------------------------------|------------------|------|------------|---------------|--------------|---------------------|-----------|------------|
| | PBF | ISBA | Other | Total Sources | Planning | Use of Funds* Const | Other** | |
| 9 Initial Cost of Project | \$ 350,000 | \$ - | \$ 600,000 | \$ 950,000 | \$ 131,000 | \$ 765,000 | \$ 54,000 | \$ 950,000 |
| 11 History of Revisions: | | | | | | | | |
| 14 Total Project Costs | \$ 350,000 | \$ - | \$ 600,000 | \$ 950,000 | \$ 131,000 | \$ 765,000 | \$ 54,000 | \$ 950,000 |

| History of Funding: | PBF | ISBA | * Other Sources of Funds | | | Total Other | Total Funding |
|---|------------|------|------------------------------------|-----------------|---------------------------------------|-------------|---------------|
| | | | Institutional Funds (Gifts/Grants) | Student Revenue | Other (Law College Professional Fees) | | |
| 18 Original Authorization, Jul 05, (FY 07 Capital Budget Request Process) | \$ 350,000 | | | | | \$ - | \$ 350,000 |
| 19 Add'l Authorization Request (Feb 07) | | | \$ 200,000 | | \$ 400,000 | \$ 600,000 | \$ 600,000 |
| 20 | | | | | | - | - |
| 21 | | | | | | - | - |
| 22 | | | | | | - | - |
| 23 Total | \$ 350,000 | \$ - | \$ 200,000 | \$ - | \$ 400,000 | \$ 600,000 | \$ 950,000 |

25 * Overall project cost estimate will be refined and improved as part of this planning process; UI will report back to the Board of Regents any resulting revisions to the project estimate and seek additional project authorization as may be required.

26 ** Project Contingency

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

April 2002

K. Construction Projects

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Technical Assessment & Feasibility Study, Proposed UI Events Pavilion and ASUI Kibbie Activity Center Improvements. Notification of the Immediate Code Compliance, Guest and Participant Safety Issues

REFERENCE

August 2006 Information Item to discuss the Technical Assessment & Feasibility Study, Proposed UI Events Pavilion and ASUI Kibbie Activity Center Improvements.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies and Procedures, Section V.K. (if project continues following feasibility study)

BACKGROUND

This is an information item regarding a feasibility study of future development consistent with the University's Long Range Campus Development Plan (LRCDP). This item is an update to an information item, same subject, as presented to the Board of regents in August 2006. It also alerts the Board to certain Code compliance, guest and participant safety issues documented in the technical assessment & feasibility study.

In the summer of 2006, The University of Idaho initiated a technical assessment feasibility study for a proposed University of Idaho Events Pavilion and proposed improvements to the ASUI Kibbie Activity Center. The Events Pavilion may or may not be attached to the ASUI Kibbie Activity Center. The intent of the Technical Assessment and Feasibility Study is to explore and update the 1995 Sports, Recreation, Athletics, and Special Events Study (SRASE) and Master Plan, and the 2000 Long Range Campus Development Plan recommendations.

The university identified the consulting team of Opsis Architecture and Hastings Chivetta Architects as the team best qualified to assist the university in this effort via a national Request for Qualifications (RFQ) process.

Over the course of the fall and winter, the consulting team worked closely with university staff, personnel, students and external stake holders to:

- Perform a technical audit of existing code compliance and code-related issues;
- Audit existing and projected programmatic needs;
- Identify conflicts and issues;
- Identify and analyze building systems and infrastructure capacities;

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

- Develop feasible options for improvements within the ASUI Kibbie Activity Center;
- Develop feasible options for construction of the proposed University Events Pavilion;
- Explore synergies between the Kibbie Dome and the proposed Events Pavilion;
- Develop options and possible solutions to issues uncovered;
- Develop architectural space needs/program relationships for proposed improvements
- Develop construction costs/total project costs estimates
- Develop phasing strategies.

Through a series of consensus building workshops with a wide range of university stakeholders, and through a series of investigations by specialty sub consultants, the team has developed the elements of needed infrastructure improvements, renovations and additions to the ASUI Kibbie Activity Center. These recommended actions and improvements will be contained in a final review draft Technical Assessment & Feasibility Study anticipated to be released prior to the February 21, 2007 Board meeting.

DISCUSSION

The Technical Assessment and Feasibility Study identifies elements of Infrastructure improvements, renovations and additions to the ASUI Kibbie Activity Center and Proposed Multi-Purpose Events Pavilion that are discussed below. At the end of the discussion are some additional recommendations from the study as well as a discussion of the next steps to be taken by the University.

1. **Element 1: Immediate Improvements to the ASUI Kibbie Activity Center, Code Compliance and Egress Improvements, Replacement of the Existing Artificial Turf Carpet, and Miscellaneous Related Facility Improvements.**

Element 1 encompasses Guest and Participant Safety issues.

The ASUI Kibbie Dome is a facility constructed in the mid-1970's. The Dome is a wood construction. Building and Life Safety codes related to such facilities have evolved dramatically in the 30 plus years since the Dome's original construction. As a result, and as to be naturally expected, the Dome today is not in full compliance with current iterations of building and life safety code.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

Improvements to be implemented as a part of Element 1 are design solutions that provide protection levels equivalent to the prescribed measures defined in current building codes. The proposed measures include additional fire detection, alarm and suppression systems, mechanical smoke ventilation, additional egress capacity from the floor of the existing Dome to the west, replacement of the end wall systems, and removal or relocation of the rolled, artificial turf carpet drum at the west end that currently blocks egress from the Dome floor to the west.

In addition, the existing artificial turf carpet itself would be replaced with a new turf system as the existing artificial turf carpet presents a safety hazard to intramural, general education, recreational, and varsity users of the carpet in its current state of repair.

2. Element 2: Multi-Purpose Events Pavilion.

Element 2 consists of a new, multi-purpose Events Pavilion adjacent to and connected to the north side of the existing ASUI Kibbie Activity Center. The Pavilion would function as a multi-use venue for a wide variety of campus and community events. It will be designed to accommodate speakers, conventions, concerts, shows, the concerts associated with the Lionel Hampton International Jazz Festival, and court-based varsity athletic events such as mens and womens Basketball as well as the potential for hosting Volleyball.

The Pavilion provides these events with an appropriate and appropriately scaled venue, increasing operational efficiencies, ameliorating event conflicts, allowing the Dome to better serve and support large scale events and field based educational, intramural, recreational and varsity use. It also provides the opportunity to attract events and performances to the community that are not suitable for the existing Dome.

The Pavilion would feature a high level of interior finish, quality sound and lighting systems, and circulation and support spaces appropriate to a modern, multi-use events venue. Seating will be in a combination of fixed and movable seating elements with a total capacity at or above 6,000.

Locating the Pavilion contiguous with the north concourse of the ASUI Kibbie Activity Center allows for the dual use of restrooms, elevators, concessions and other support spaces. Lobbies and exterior entry plazas will tie the new Pavilion to both the Dome and to the Vandal Athletic Center.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

Also included are elements related to improvements to the north concourse of the Dome, the proposed Events Pavilion and the Dome connection, site development, infrastructure development, parking improvements and the creation of additional exterior field resources to accommodate intramurals, recreation and varsity athletic sports such as women's soccer.

3. Element 3: Spectator & Guest Accommodation, Seating, and Sightline Improvements to the ASUI Kibbie Activity Center

Element 3 includes items intended to make the existing ASUI Kibbie Activity Center more efficient and functional as a venue for large events and field based intramural, recreation and varsity sports. This element improves sight lines for spectators, provides approximately 3,600 additional sideline seats for varsity football and other large, field based events, provides improvements to the north and south concourses and their facilities such as restrooms, concessions and finishes, improves press and media facilities, improves lighting, and improves service access and storage.

4. Element 4: Continued Improvements to the East End / Vandal Athletic Center and Additions.

Element 4 continues the good work of the past several years to make necessary and requisite improvements to the existing East End facilities, creating the Vandal Athletic Center. These improvements were described in the April 2004 Vandal Athletic Center Feasibility Study developed by the university and Lombard-Conrad Architects and Opsis Architecture. Much work has been accomplished towards the goals and objectives of the Vandal Athletic Center Feasibility Study, yet, there remains scope yet left to be done.

Included in the scope of this element are: the creation of an Academic Support Center that includes computer labs, classrooms and tutoring spaces, conferencing and team meeting rooms, offices, support spaces, lobbies and circulation spaces that provide a gracious entry and tie the Vandal Athletic Center to both the ASUI Kibbie Activity Center and the Events Pavilion, Hall of Fame, renovations and improvements to training facilities, offices and locker room spaces.

Additional recommendations:

In addition to these four, key elements, the Technical Assessment & Feasibility Study touches briefly on recommendations for possible or potential

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

additional facilities. These additional recommendations recognize that there is a long-term potential for these facilities, however, they are outside the key recommended actions presented by the study. They include:

- A stand-alone Indoor Tennis and/or Track facility(ies).
- Addition of a West End Seating Bowl that raises seating capacity of the ASUI Kibbie Activity Center to approximately 24,000.

As stated, these items represent recognition of potential, long-term future facilities, but, they are outside the key scope recommendations of the study.

Next Steps:

It is the intent of the university to evaluate the various project elements in light of the Strategic Plan and competing needs and priorities and to develop appropriate funding strategies. The university will report back to the Board of Regents and seek authorization as needed prior to undertaking any further feasibility or design steps.

IMPACT

There is no new fiscal impact. The university budgeted \$157,000 to perform the Technical Assessment & Feasibility Study, for the Proposed UI Events Pavilion and ASUI Kibbie Activity Center Improvements. The funding source for this effort was funds gifted for this express purpose.

The university's Contract with Opsis Architecture is in the amount of \$139,000. To date, expenditures total \$124,002.44 and the University does not contemplate future expenditures on the study beyond the budgeted amount.

STAFF COMMENTS AND RECOMMENDATIONS

Board and staff are generally aware of the items discussed in this information item based upon one previous information item from the UI and informal conversations. There are two, and possibly three, distinct components to Element #1: code compliance, replacement of the artificial turf, and 'miscellaneous related facility improvements'.

Element #2 summarizes the construction of a multi-purpose events pavilion, to be located on the North side of the Kibbe Dome.

Element #3 describes spectator and guest accommodations, seating and sightline improvements, including the addition of approximately 3,600 additional seats for football and other field-based events. Other items include concessions, press/media facilities and lighting.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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**INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued**

Element #4 includes the continuation of improvements to the east end of the Kibbe Dome facility.

Finally, there are additional projects referenced in the Technical Assessment document, but these projects are more long-term in nature. The projects include: stand-alone indoor tennis/track facilities and additional seating in the west end of the Kibbe Dome.

As of the time this agenda was being prepared, staff had not reviewed a copy of the Technical Assessment document; therefore is unable to discuss it in any detail.

BOARD ACTION

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Request for Approval to Proceed with Conceptual Architectural Design and Financial Feasibility and Fund-Raising for a University Events Pavilion

REFERENCE

August 2006 Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

This is an initial request for Regent's Authorization to initiate the conceptual architectural design and the financial feasibility processes for a new, multi-use University Events Pavilion to be located contiguous to the ASUI Kibbie Activity Center.

DISCUSSION

In the summer of 2006, The University of Idaho initiated a technical assessment feasibility study for a proposed University of Idaho Events Pavilion and proposed improvements to the ASUI Kibbie Activity Center.

As reported in the previous Information and Update Agenda Item, the university has been working with architecture and design professional on a Technical Assessment & Feasibility Study. Among the key elements addressed in the Technical Assessment & Feasibility Study is the design and construction of a new, multi-use venue to be located to the immediate north of the ASUI Kibbie Activity Center.

This venue would share concourses and other systems with the ASUI Kibbie Activity Center and would greatly enhance the university's flexibility and ability to offer event programming in a gracious and efficient manner. This new multi-use venue would support the delivery of fine arts, athletics, general education, cultural, performance and community events and programming to the university, its stakeholders and to the greater community in general. The new facility would ameliorate severe scheduling conflicts that now regularly occur in the Dome, and would provide a much more suitable venue for events that do not require the large seating capacity and architectural volume of the Dome.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

The university is now requesting authorization to begin two processes:

- Development of Conceptual Designs.
- Completion of a Financial Feasibility Assessment and Capital Development Strategy.

These two processes are best run in parallel, each informing the other as they are developed, thereby allowing for adjustments in the overall project scope based on cost factors and funding factors identified in the parallel processes. The parallel processes will also enable the University to take action on earlier elements of the overall project in a fashion that is consistent with and advances the overall goals of the project.

The desired end result is a technically feasible architectural concept accompanied by reasonable and rational construction and project cost estimates, supported by a tested and feasible Capital Development Strategy.

Source of funds for this effort are remaining monies left on federal grants received by the university for the purpose of planning and developing a capital project with a performance venue element. These funds are in hand and currently available for expenditure. The university has confirmed the ability to expend these grant funds on this project effort with the appropriate member of the State of Idaho Federal Congressional delegation who sponsored the original grant award. This project effort is in alignment with the original intent of the funds.

The project is fully consistent with the university's strategic plan, its goals related to education, extension and outreach and with the Long Range Campus Development Plan (LRCDP).

IMPACT

Immediate fiscal impact of this effort is \$1,600,000.

| <u>Funding</u> | | <u>Estimate Budget</u> | |
|--------------------|-------------|------------------------|----------------|
| State | \$ 0 | Construction | \$ 0 |
| Federal (Grant): | 1,600,000 | A/E & Consultant Fees | 1,440,000 |
| Other (State & UI) | <u>0</u> | Contingency | <u>160,000</u> |
| Total | \$1,600,000 | Total | \$1,600,000 |

Attachments

Attachment 1 Capital Project Tracking Sheet Page 5

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

STAFF COMMENTS AND RECOMMENDATIONS

Staff believes these projects are consistent with ongoing capital improvement efforts at the UI.

Staff recommends approval.

BOARD ACTION

A motion authorizing the University of Idaho to proceed with development of conceptual designs and conducting a financial feasibility study to develop a capital development strategy for a University Events Pavilion, at a cost not to exceed \$1,600,000, to be funded with federal funds granted to the University for the purpose of planning and developing a capital project with a performance venue element.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Office of the Idaho State Board of Education
Capital Project Tracking Sheet
 As of February 22, 2007

History Narrative

1 Institution/Agency: University of Idaho **Project:** Conceptual Architectural Design and Financial Feasibility and Fundraising for University Events Pavilion, University of Idaho, Moscow, Idaho

2 Project Description: Development of Conceptual Design and completion of a Financial Feasibility Assessment for a proposed, new, multi-use venue to be located contiguous with the ASUI Kibbie Activity Center.

3 Project Use: Proposed new, multi-use venue to be located to the immediate north of the ASUI Kibbie Activity Center. This venue would share concourses and other systems with the ASUI Kibbie Activity Center and would greatly enhance the university's flexibility and ability to offer event programming in a gracious and efficient manner. This new multi-use venue would support the delivery of fine arts, athletics, general education, cultural, performance and community events and programming to the university, its stakeholders and to the greater community in general. The new facility would ameliorate severe scheduling conflicts that now regularly occur in the Dome, and would provide a much more suitable venue for events that do not require the large seating capacity and architectural volume of the Dome.

4 Project Size: Approx 6,000 Seats in Events Pavilion

| | Sources of Funds | | | | Use of Funds | | | Total Uses |
|--------------------------------|------------------|------|--------------|---------------|--------------|-------|------------|--------------|
| | PBF | ISBA | Other | Total Sources | Planning | Const | Other** | |
| Initial Cost of Project | \$ - | \$ - | \$ 1,600,000 | \$ 1,600,000 | \$ 1,440,000 | \$ - | \$ 160,000 | \$ 1,600,000 |
| History of Revisions: | | | | | | | | |
| Total Project Costs | \$ - | \$ - | \$ 1,600,000 | \$ 1,600,000 | \$ 1,440,000 | \$ - | \$ 160,000 | \$ 1,600,000 |

| History of Funding: | PBF | ISBA | * Other Sources of Funds | | | | Total Other | Total Funding |
|---------------------------------------|------|------|------------------------------------|-----------------|-------|--------------|--------------|---------------|
| | | | Institutional Funds (Gifts/Grants) | Student Revenue | Other | Total | | |
| Original Authorization Request, Feb 0 | \$ - | | \$ 1,600,000 | | | \$ 1,600,000 | \$ 1,600,000 | |
| | | | | | | - | - | |
| | | | | | | - | - | |
| Total | \$ - | \$ - | \$ 1,600,000 | \$ - | \$ - | \$ 1,600,000 | \$ 1,600,000 | |

25 * Overall project cost estimate will be refined and improved as part of this planning process; UI will report back to the Board of Regents any resulting revisions to the project estimate and seek additional project authorization as may be required.
 26 ** Project Contingency

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Authorization for exclusive license agreement for intellectual property rights stemming from potato varieties.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Sections V.I.6, V.I.8, and V.M.3.

BACKGROUND

Under University of Idaho policy and its agreement with the Idaho Research Foundation (IRF), the Foundation serves as the University's agent for commercializing all intellectual property owned by the University. In 2005, the University and the Foundation amended the agreement between the two entities to provide that intellectual property stemming from potato varieties that is or may be protectable under the Plant Variety Protection Act would remain under University control. Also in 2005, the Idaho Research Foundation assigned all existing potato variety intellectual property that it held to the University. Since that time, the University has been managing the intellectual property. For the 2006 growing season, the University entered into a short term interim license with the Idaho Potato Commission, subject to existing licenses and pending negotiation of a master license.

This license is the intended master license and will be between the University of Idaho and the Potato Variety Management Institute (PVMI), Inc., a nonprofit corporation organized under the Idaho Nonprofit Corporation Act, whose members currently are the Idaho Potato Commission, the Oregon Potato Commission, and the Washington Potato Commission.

DISCUSSION

This license represents the efforts of the University of Idaho, its College of Agricultural and Life Sciences, Oregon State University, the Idaho Potato Commission, Commissions of Oregon and Washington, and PVMI to develop an agreement that meets the needs of all institutions with respect to intellectual property stemming from potato varieties.

PVMI has been formed to serve as a marketing entity for the three potato commissions. Its goal is to maximize returns from potato intellectual property licensed to it, and to reinvest its net revenues into the research programs from which the intellectual property was developed. The University of Idaho and Oregon State University worked jointly with PVMI to reach agreement on the terms of this license.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

This license represents a unique opportunity for the University to maximize its returns and benefits from its potato research program. Under the terms of the license, licensing proceeds will first go towards the costs incurred by the University and PVMI. Any net revenues will then be distributed to the University and the Tri-State partner institutions, Oregon State University, Washington State University, and the United States Department of Agriculture's Agricultural Research Service, according to a formula that takes into account the contribution of the lead institution and the total revenue amount.

The total value of the license, which has renewable 5-year terms and a maximum 15 year term, is indeterminate at this point. However, the demand for the University's existing potato varieties that will be licensed hereunder is such that over the term of the license it is feasible for its total value to exceed \$250,000. In addition, the license acknowledges the opportunity for the parties to negotiate on new varieties and amend the license to add new varieties as a result of such negotiations. Given the potential value and the potential for amending the license, the University is seeking Board authorization of the license.

IMPACT

This license does not commit new expenditure or use of institutional resources. The University will be obligated to continue to seek Plant Variety Protection for its potato varieties, and will be reimbursed for those costs from sub-licensing revenues. The license represents a revenue source in an amount potentially greater than \$250,000.

ATTACHMENTS

Attachment 1 - Exclusive license agreement for Potato Varieties Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff is not able to determine independently the anticipated value of the royalty revenue, and requested that information from the UI, which is paraphrased below.

Board staff inquired regarding the revenue estimates provided by the UI. Previously, the IRF anticipated revenues of approximately \$40,000 from then-existing licensed varieties. PVMI believes it can improve on this annual amount. PCMI will generate revenue for the Tri-State Potato Group.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

The contract term is 15 years, broken into 3, 5-year increments, which allows the University to opt out at each 5th year anniversary. Therefore, a five-year term could anticipate \$200,000 in revenues from existing licenses. If the agreement continues for 15 years, there could be \$600,000 in total revenue (plus whatever new license revenue may be generated).

The UI reports that because revenues from the overall contract depend on revenues generated from intellectual property generated by other participating universities, it is not possible to predict future revenues with any degree of accuracy. The UI is using a revenue model that the Tri-state entity has successfully applied for a number of years.

The revenue sharing agreement (after recoupment of costs) is essentially 40% to the licensing party and 20% each to the remaining parties for the first \$1.0 million in revenues to the Tri-State Group, and 25% to the licensing party and 25% each to the remaining parties for licensing revenues in excess of \$1 million (see sections 3.4.1 and 3.4.2 of the contract).

The agreement appears to be in the best interests of the state and UI.

Staff recommends approval of the license agreement.

BOARD ACTION

A motion to authorize Vice President for Finance and Administration at the University of Idaho to enter into an exclusive license agreement with the Potato Variety Management Institute for intellectual property rights stemming from potato varieties in substantial conformance to the form submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

**DRAFT
EXCLUSIVE LICENSE AGREEMENT
for
POTATO VARIETIES**

Attachment 1

This Exclusive License Agreement for Potato Varieties (this "Agreement") is between the Board of 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 ("Institution"), with a principal place of business in Moscow, Idaho 83844 (the "Institution"), and the Potato Variety Management Institute, Inc., ("Licensee") a nonprofit corporation organized under the Idaho Nonprofit Corporation Act, whose members currently are the Idaho Potato Commission, the Oregon Potato Commission, and the Washington Potato Commission, with a principal place of business at Eagle, Idaho 83616.

I. Recitals

- A. The Institution has as one of its missions, the breeding of new varieties of crops for the betterment of Idaho agriculture. The Institution has developed and is the owner of certain improved varieties of potatoes (the "Cultivars") that may have fresh and processing commercial market applications, and the Institution is the owner of certain Intellectual Property Rights (defined below) pertaining to the Cultivars.
- B. Institution and the Idaho Potato Commission, entered into a Memorandum of Understanding dated February 8, 2006. Under the MOU, Institution agreed to offer the Idaho Potato Commission or its designee the first right to negotiate a worldwide, royalty bearing, exclusive license to the Cultivars, and to any new potato varieties developed with funding provided in whole or in part by the State of Idaho, the Commission, or a Cooperative State Research, Education and Extension Service special grant. By letter of January x, 2007 the Idaho Potato Commission designated Licensee as the entity with whom it wishes Institution to commence good faith negotiations to license the Cultivars.
- C. The Institution has developed the Cultivars in partnership with the United States Department of Agriculture's Agricultural Research Service (USDA-ARS). Licensee acknowledges that this Agreement includes rights in the Cultivars owned by USDA-ARS and licensed to the Institution.
- D. Institution desires to have the Cultivars utilized in the public interest by licensing the Intellectual Property Rights to Licensee on a long-term basis. Licensee desires to obtain a long-term license of the Intellectual Property Rights to further the Commercial Use of the Cultivars, and to support potato industry research at the Institution and the other Tri-State Partner Institutions.

Agreement

In consideration of their mutual covenants, and upon the express terms and conditions set forth in this Agreement, Institution and Licensee agree as follows:

1. Definitions.

"Administrative, Management and Marketing Costs" means all of Licensee's costs associated with reasonable and prudent business practices pertaining to Licensee's administration, management and activities in: (a) promoting, marketing, and sublicensing the Intellectual Property Rights; (b) evaluating,

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pursuing, perfecting, and enforcing Intellectual Property Rights (including plant breeder rights and licensed breeder rights) for the Cultivars as agent for Institution; and (c) performing Licensee's other obligations under this Agreement, including but not limited to the providing those associated with MTA Processes and Market Due Diligence with the Institution.

"Agreement" has the meaning set forth in the preamble.

"Commercial Evaluator" means any party that is not a scientist acting on behalf of either (a) another public or private research university in the United States or a USDA research facility, or (b) a foreign university or government agency under a specific agreement with Institution for reciprocal exchange of germplasm.

"Commercial Use" and "Commercialization" means any use, sale, transfer, or disposition of any Licensed Products, a variety or an experimental line for the purpose of exploitation of the variety (as "exploitation of the variety" is defined by the Plant Variety Protection Act, the USDA Regulations and Rules of Practice thereunder, and any associated authoritative judicial precedent).

"Cultivars" means the potato varieties listed in Schedule 2.1.

"Effective Date" means the date of last signature on this Agreement.

"Field of Use" means the propagation of Cultivars for use as seed potatoes and the sale of seed potatoes.

"First Selected Materials" means a pre-release potato line that has been field tested at least once and selected to be continued in the Institution's breeding program (or another Tri-State Partner Institution's breeding program) for further testing, where the potato line has been funded in whole or in part by the Idaho Potato Commission or a Cooperative State Research, Education and Extension Service special grant.

"Institution" has the meaning set forth in the preamble.

"Intellectual Property Rights" means with respect to the Cultivars (including but not limited to Licensed Products): (a) all certificates, registrations, and other rights under the U.S. Plant Variety Protection Act (PVP); (b) certificates, registrations, and other rights for International Plant Variety Protection pursuant to the Convention for the Protection of New Varieties of Plants and any other rights for the protection of plant varieties in all countries where such rights are available; and (c) all patent rights (including all applications, registrations and rights of registration, reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions).

"Know How" means unpatented discoveries, inventions, improvements, proprietary information, trade secrets, drawings, plans, designs, or specifications developed by Institution (pertaining to the Licensed Products), in Institution's possession as of the Effective Date, that Institution has the right to provide to Licensee.

"License" means the rights granted in Sections 2.1 and 2.2 below.

"Licensee" has the meaning set forth in the preamble.

"Licensing Proceeds" means gross revenues actually received from any sublicense of any of the Intellectual Property Rights under this Agreement, including but not limited to, sublicense fees,

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maintenance fees, royalties, execution fees, milestone fees, and revenue from sale of Licensed Products. Licensing Proceeds also means the net recovery or damages received by Licensee as a result of any litigation outcome or settlement to prosecute infringement of the Intellectual Property Rights, after deducting all of Licensee's costs in such matter (including but not limited to court costs, attorneys fees, and expert witness expenses).

"Licensed Products" means pre-nuclear tissue culture plantlets or mini-tubers, nuclear first field generations, and later generations of seed potatoes of Cultivars.

"Market Due Diligence" means assisting Institution, at the Institution's request, to investigate possible market opportunities for pre-release First Selection Materials and/or First Selection Materials associated with potato lines abandoned or discontinued by the Institution's breeding program (and the other Tri-State Partner Institutions' breeding programs) which are not Cultivars licensed hereunder, but have been recommended for release by the Northwest Potato Variety Development Committee, as described in Section 6.2.3 below.

"MTA Processes" means the Licensee's support functions and activities with respect to the Institution's Material Transfer Agreements for Licensed Products and First Selected Materials, as described in Section 7 below.

"Net Revenues" means Licensing Proceeds less PVP Costs paid to Institution, less Licensee's Administrative, Management and Marketing Costs, and less Returns to Institution's Administrative Activities.

"Northwest Potato Variety Development Committee" means that committee organized by and comprised of representatives of the respective potato commissions, state experiment stations, and principal university potato researchers in each of Oregon, Washington and Idaho, the USDA-ARS, and Licensee, which committee has the objective of (a) accelerating the development of new and improved potato varieties for use by the Northwest potato industry; (b) coordinating research activities and to identify research priorities/needs for the short, medium and long term; (c) coordinating all Pacific Northwest potato breeding and testing to assure maximum results from available resources; (d) coordinating research activities through formal potato variety release and licensing recommendations to state agricultural experiment stations; and (e) obtaining resources to assist in varietal development and directing these resources as deemed most effective and most advisable.

"Office of Technology Transfer" means University of Idaho's office designated with authority to sign Material Transfer Agreements for potato material. Unless and until Institution provides designation of a different office in writing, this office shall be the Potato Tissue Culture Lab.

"PVP Costs" means actual costs directly and reasonably associated with pursuing and/or obtaining rights for the Cultivars under the U.S. Plant Variety Protection Act, the Convention for the Protection of New Varieties of Plants, and any other similar certificated or registered rights for the protection of plant varieties where such rights are available.

"Returns to Institution's Administrative Activities" means 15% of any remaining Licensing Proceeds after deducting Institution's PVP Costs as set forth in Section 3.1 below and after deducting Licensee's Administrative, Management and Marketing Costs as set forth in Section 3.2 below, regardless of whether the costs directly or indirectly attributable to the Institution's administrative activities associated with the Cultivars are more or less than such amount.

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“Tri-State Partner Institutions” means Oregon State University, University of Idaho, Washington State University, and the United States Department of Agriculture’s Agricultural Research Service.

II. 2. Grant of License.

- 2.1 Exclusive License. Subject to Section 2.3 below, Institution grants Licensee a worldwide, exclusive license to the Intellectual Property Rights during the term of this Agreement: (a) for Commercial Use of the Licensed Products; and (b) to sublicense to third parties the foregoing rights in accordance with Section 2.4 below.
- 2.2 Know-How License. Institution grants Licensee a worldwide, non-exclusive license during the term of this Agreement to use Know-How.
- 2.3 Reservations. Notwithstanding the foregoing, Institution and Licensee acknowledge and agree that the License is subject to: (a) certain obligations to the United States Government as set forth in 35 U.S.C. § 204 and 37 CFR 404.5, pursuant to which the United States Government may have acquired an irrevocable, nonexclusive, nontransferable, royalty-free license to practice (or have practiced) the Intellectual Property Rights in research for or on behalf of the United States Government; (b) any license between the USDA-ARS and Institution for the Cultivars, the current version of which is attached as Exhibit A and incorporated herein; (c) Institution’s royalty-free right to practice the Intellectual Property Rights and possess, propagate, and use the Cultivars solely for non-commercial education and research purposes and for experimentation and testing to ascertain their characteristics; and (d) those existing licenses for the Cultivars listed in Schedule 2.2. Institution agrees to work with Licensee and the licensees named therein to convert the listed licenses to sublicenses pursuant to this Agreement on substantially the same business terms as the respective current licenses listed in Schedule 2.2. Institution represents to Licensee that: (x) Schedule 2.2 contains a full and complete list of all prior licensees with respect to the Cultivars; (y) Institution has provided to Licensee a full and complete copy of each such license agreement; and (z) unless otherwise expressly disclosed, to the best of Institution’s knowledge, each such license agreement is in good standing in full force and effect, without any material violation thereof by Institution or the applicable licensee.
- 2.4 Sublicensing; No Assignment. Licensee shall not assign any of its rights under this license, without the prior written consent of Institution; provided, however, that Licensee shall have the right to enter into sublicensing arrangements with third parties for all or a portion of the rights and privileges of the License, provided that any sublicense incorporates and requires compliance with this Agreement with respect to the obligations to Institution hereunder and only grants rights to the limit such rights are granted to Licensee hereunder. The term of any sublicense under this Agreement shall not exceed the longer of (a) one year, or (b) the remaining Term of this Agreement, without the written consent of Institution, which consent shall not be unreasonably withheld. Each sublicense granted by Licensee pursuant to this Agreement shall include an audit right by Institution of the sublicense of the same scope as provided in Section 4.3 with respect to Licensee, and certain quality control provisions as described in Section 6.3. Licensee agrees to forward to Institution a copy of any and all sublicense agreements, promptly upon execution thereof, but in no event later than thirty (30) calendar days after each such sublicense agreement has been executed by both parties thereto. Sublicensees shall have no further right to sublicense any of the Intellectual Property Rights, but Licensee may authorize its sublicensees to engage contract growers to produce crops utilizing the Licensed Products.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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2.5 Amending to Add Varieties. The parties, by mutual written agreement, may amend Schedule 2.1 to add additional potato varieties to the list of Cultivars, pursuant to future negotiations for each variety, where as a result of the negotiations, the parties agree to license the variety under the terms and conditions of this Agreement.

III. 3. Allocation of Licensing Proceeds.

3.1 PVP Costs. In consideration of the grant of the License provided in Section 2.1 above, Licensee agrees to reimburse the PVP Costs incurred by Institution from any Licensing Proceeds (from all Licensed Products hereunder) received by the Licensee. Institution's currently outstanding PVP Costs are set forth on Schedule 3.1. The Institution shall invoice Licensee for PVP Costs as they occur and payment shall be due within thirty (30) days of receipt of available Licensing Proceeds, until such time as all such PVP Costs are reimbursed.

3.2 Licensee Administrative, Management and Marketing Costs. Subject to reimbursement for the PVP Costs identified in Section 3.1, Licensee shall retain from any remaining Licensing Proceeds (from all Licensed Products hereunder) its reasonable Administrative, Management and Marketing Costs incurred in each six-month period ending December 31 and June 30 of each calendar year during the term of this Agreement.

3.3 Returns to Institution's Administrative Activities. Subject to reimbursement for PVP Costs as set forth in Section 3.1 above and subject to the retention of Licensee's Administrative, Management and Marketing Costs as set forth in Section 3.2 above, Licensee shall pay 15% of any remaining Licensing Proceeds to the Institution in consideration of its administrative activities associated with the Cultivars. Licensee's accounting for such Licensing Proceeds shall occur semiannually and payment of the Returns to Institution's Administrative Activities (if any) shall be paid within thirty (30) days after the six-month periods ending December 31 and June 30 in which they were earned

3.4 Net Revenues. After taking into account the reimbursement of the Institution's PVP Costs as set forth in Section 3.1 above, the retention of Licensee's Administrative, Management and Marketing Costs as set forth in Section 3.2 above, and the Returns to Institution's Administrative Activities described in Section 3.3 above, the Licensee shall then distribute any Net Revenues (from all Licensed Products hereunder) to the Tri-State Partner Institutions semiannually within thirty (30) days after the six-month periods ending December 31 and June 30 in which they were earned. Distributions of Net Revenues shall be allocated among Tri-State Partner Institutions as follows:

3.4.1 For the first \$1,000,000 of aggregate Licensing Proceeds received during the term of this Agreement, 40% of the Net Revenue will be distributed to Institution and the remaining 60% will be distributed in equal amounts to the other Tri-State Partner Institutions.

3.4.2 After more than \$1,000,000 of aggregate Licensing Proceeds has been received during the term of this Agreement, the 25% of the Net Revenue will be distributed to Institution and the remaining 75% will be distributed in equal amounts to the other Tri-State Partner Institutions.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- 3.5 Collection Efforts. Licensee shall at all times use reasonable and prudent business practices in the collection of Licensing Proceeds. Subject to and in accordance with Idaho Public Records Law, IC 9-337 to 9-350, the Institution will cooperate with Licensee's reasonable requests to provide certain records or other information maintained by Institution, to the extent necessary to support Licensee's collection efforts.
- 3.6 Institution's Use of Licensing Proceeds. The Institution agrees that Licensing Proceeds allocated to the Institution will be used to maintain, further, or enhance potato industry research at the Institution, subject to the Institution's then applicable guidelines and policies for the apportioning and use of licensing revenues.
- IV. **4. Reporting and Auditing**.
- 4.1 Semiannual Reports. During the term of this Agreement, Licensee agrees to make regular semiannual written reports to Tri-State Partner Institutions within thirty (30) days after the six-month periods ending December 31 and June 30. The semiannual reports shall include the following information: (a) the identity and contact information for applicable sublicensees; (b) the terms of number and region of anticipated or planted acres of Cultivars under sublicense agreements; (c) a summary of work completed and work in progress with respect to introduction, production, and sublicensing of Licensed Products in each country; (d) an updated schedule of anticipated events or milestones with respect to plant variety protection certifications; (e) a summary of the Licensing Proceeds received, PVP Costs reimbursed, Administrative, Management and Marketing Costs retained, and Net Revenues distributed for the reporting period.
- 4.2 Closing Report. Licensee agrees to make a written report to Institution within thirty (30) days after the date of any termination of this Agreement, stating in such report the information referenced in Section 4.1 with regard to any production upon which royalty is payable hereunder, but which was not previously reported to Institution.
- 4.3 Records. Licensee shall keep, and shall require its sublicensees to keep, accurate and correct records of Commercialization of Licensed Products under this Agreement, appropriate to determine the amount of royalties due hereunder to Institution. Such records shall be retained for at least three (3) years following a given reporting period. They shall be available during normal business hours for inspection, upon at least five (5) days prior notice, at the expense of Institution by Institution's Internal Audit Department, or by a Certified Public Accountant selected by Institution and approved by Licensee for the sole purpose of verifying reports and payments hereunder. Such accountant shall not disclose to Institution any information other than information relating to accuracy of reports and payments made under this Agreement. In the event that any such inspection shows an underreporting and underpayment in excess of five percent (5%) for any twelve (12) month period, then Licensee shall pay any additional sum that would have been payable to Institution had Licensee reported correctly.
- 4.4 Plans and Budgets. In order to facilitate communication and to align expectations about Licensee's Administrative Management, and Marketing Costs and Licensee's program for Commercialization of the Cultivars pursuant to Section 6.2.1 of this Agreement, Licensee will provide Institution, at least annually, with a copy of its then-current business and marketing plan, including prospective annual budgets. Such materials shall be for informational purposes only and the exchange of such information shall not create any binding rights or obligations financially or otherwise for either Licensee or Institution.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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V. 5. Maintenance of Plant Variety Protection.

- 5.1 Domestic Registrations. Institution has applied or shall apply for and seek timely registration of the Intellectual Property Rights in the United States, and shall take the appropriate administrative actions to maintain the registrations during the term of this Agreement. Such filings will indicate that the Institution is the record owner of the Intellectual Property Rights. Licensee acknowledges that a Plant Variety Protection Certificate for Cultivars may not be granted to Institution. Institution will deliver a copy all material correspondence and reports regarding the Intellectual Property Rights to Licensee within 30 days of delivery, receipt, or development by Institution. Licensee waives any right it may otherwise have to challenge any Plant Variety Protection Certificates licensed to it under this Agreement.
- 5.2 Foreign Intellectual Property Rights. For any foreign country for which the Institution does not have a registered or certificated Intellectual Property Right, Licensee may designate, in written notice to Institution, such foreign countries in which it desires to obtain protection of an Intellectual Property Right (i.e., Plant Breeder Rights (“PBR”)) for a specific Cultivar. Institution shall, by written notice delivered within 30 days of the Institution’s receipt of the Licensee’s notice, either object to such prosecution of a foreign Intellectual Property Right, or designate Licensee as its agent to seek the foreign Intellectual Property Right with Institution as the record owner. Licensee shall have the cooperation of the Institution in the prosecution, filing and maintenance of any such foreign Intellectual Property Rights. Licensee shall be responsible for all costs associated therewith, which costs shall be subject to Licensee’s retention of Administrative, Management and Marketing Costs from Licensing Proceeds as provided in Section 3 above.
- 5.3 Enforcement of Plant Breeder Rights. Licensee shall diligently enforce PBRs in those countries where Licensee either has direct activity or where Licensee sublicenses.
- 5.4 Abandonment. Licensee shall not abandon any application for protection of the Intellectual Property Rights without sixty (60) days prior written notice to Institution, and Institution shall not abandon any application for protection of the Intellectual Property Rights without sixty (60) days prior written notice to Licensee.

VI. 6. Diligence.

- 6.1 Domestic Plant Variety Protection. Institution will continue to pursue and maintain plant variety protection in the United States for each of the Cultivars, and will report the results of such activities to Licensee and not less frequently than semi-annually within thirty (30) days of the end of the six-month periods ending December 31 and June 30 each calendar year during the term of this Agreement. Institution will promptly report to Licensee any material communications to or from the USDA Plant Variety Protection Office that may relate to Institution’s representations or warranties under this Agreement or otherwise affect Licensee’s ability to promote, sublicense, or collect royalties with respect to any of the Cultivars as contemplated in this Agreement. Institution’s protection efforts shall include transfer of pre-release Licensed Products (if any) only in accordance with Section 7 below or pursuant to a sublicense granted by Licensee in accordance with this Agreement.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- 6.2 Commercial Use of Cultivars. Licensee shall commit itself to a thorough, vigorous and diligent program maximizing the Commercial Use of the Cultivars.
- 6.2.1 At a minimum, the Licensee's program shall entail, for all Cultivars: (a) regular publication of Cultivars available for licensing; (b) presentation at National Potato Council and regional organization conferences; and (c) publication of variety and licensing information on Licensee's website. Additional elements of this program shall reflect the current marketing plan in which Licensee is participating.
- 6.2.2 Prior to sublicensing a Cultivar in any country outside of the United States in which Institution has not previously obtained Foreign Intellectual Property Rights, Licensee shall obtain, or shall require its sublicensee to obtain, the necessary Foreign Intellectual Property Rights for the Cultivar in that country pursuant to Section 5.2 of this Agreement, provided that such protection is reasonably feasible to obtain.
- 6.2.3 Upon the request of Institution, by the Director of its Agricultural Experiment Station (or such other official as Institution may designate, upon notice to Licensee), Licensee will provide Market Due Diligence to investigate possible market opportunities for pre-release First Selection Materials and/or First Selection Materials associated with potato lines abandoned by the Institution's breeding program (and the other Tri-State Partner Institutions' breeding programs) which are not Cultivars licensed hereunder, but have been recommended for release by the Northwest Potato Variety Development Committee. In no event shall any such Market Due Diligence request constitute an extension or expansion of the License granted hereunder; until and unless the parties expressly amend the list of Cultivars as described in Section 2.4 above.
- 6.3 Sublicense Forms. Sublicenses granted by Licensee shall not extend any representation or warranty beyond those expressly agreed by the Institution as set forth in this Agreement. Sublicenses granted by Licensee shall incorporate reasonable provisions to insure the quality and reputation of the Cultivars, which provisions will include, as applicable:
- 6.3.1 that the Licensed Products be sold as Foundation or Certified seed;
- 6.3.2 that all packages and/or invoices for Licensed Products be marked with applicable indicators of identity (i.e., variety name, certificate numbers);
- 6.3.3 that catalogs, advertising and/or other commercial documents include a notice that the Licensed Products are protected under the applicable certificate number(s), if any;
- 6.3.4 that quality assurance standards should be implemented and monitored for all contract growers authorized for Commercial Use of Licensed Product;
- 6.3.5 that the sublicensee shall ensure that any Licensed Products it uses, sells, transfers, or otherwise disposes of are not defective and that any Licensed Product satisfies all applicable federal, state and local statutes, and rules and regulations; and
- 6.3.6 that Licensee, or its authorized representatives, shall have inspection rights for the purpose of verifying compliance with the terms of the sublicense agreement.
- 6.4 Business Reviews. At least annually, Institution and Licensee shall meet to review and discuss the matters described in Sections 3.1, 3.2, 4.1, 4.4, 6.1, and 6.2 with the mutual objective of improving the development, protection, and Commercialization of the Cultivars for the betterment of the potato industry in Idaho and elsewhere in the Pacific Northwest. Licensee has provided Institution with a copy of its business plan for development of the Cultivars. Licensee shall also provide Institution a copy of any and all updates to the business plan within 30 days of adoption.

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7. **MTA Processes.**

7.1 **MTA Forms.** Institution shall transfer First Selected Materials only after mutual execution (with the recipient) of a MTA on a form that has been approved by the Tri-State Institutions and Licensee, which approval shall not be unreasonably withheld. Such MTAs shall be executed on behalf of the Institution only by its Office of Technology Transfer (or such other official as the Institution may designate, upon notice to Licensee), in accordance with Institution's signature authority policies. Institution's transfers shall only be for research or experimentation or testing to ascertain the characteristics of First Selected Materials or the increase of First Selected Materials only for such purpose.

7.2 **Transfer Processes.** Institution desires Licensee's assistance to organize an orderly, prompt process for the review and approval (or disapproval) of all First Selected Materials, as follows:

7.2.1 With respect to any transfers of First Selected Materials from Institution to a scientist acting on behalf of either (a) another public or private research university in the United States or a USDA research facility, or (b) a foreign university or government agency under a specific agreement with Institution for reciprocal exchange of germplasm, the Office of Technology Transfer shall provide Licensee with a copy of each such applicable MTA in no less than 5 business days following its mutual execution.

7.2.2 With respect to any proposed transfer of First Selected Materials to any Commercial Evaluator, the Office of Technology Transfer shall forward each such request to Licensee, for Licensee to evaluate in accordance with the material transfer policies and guidelines agreed to by the Northwest Potato Variety Development Committee. Licensee shall complete its review within 5 business days and communicate the result of its review to the Office of Technology Transfer in writing, either via email or facsimile.

7.2.2.1 If Licensee in good faith determines that the proposed transfer to a Commercial Evaluator is consistent with the policies and guidelines Northwest Potato Variety Development Committee, then Licensee shall notify the Office of Technology Transfer of such recommendation, and following such review the Office of Technology Transfer may approve (or disapprove) such proposed transfer and execute the applicable MTA in its sole discretion. Institution shall provide Licensee with a copy of each such applicable MTA in no less than 5 business days following its mutual execution.

7.2.2.2 If Licensee in good faith determines that the proposed transfer to a Commercial Evaluator is inconsistent with the Northwest Potato Variety Development Committee policies and guidelines, then Licensee shall notify the Office of Technology Transfer of its recommendation that the transfer is inconsistent with such policies and guidelines. If following such recommendation, the Institution nonetheless believes that such proposed transfer is desirable, then its Office of Technology Transfer shall confer with the Executive Director of Licensee, or such other person as designated in writing by Licensee, (either by phone or in person) prior to executing the MTA. Following such review conference, the Office of Technology may approve (or disapprove) such proposed transfer and execute the MTA in its sole discretion. Institution shall provide Licensee with a copy of each such MTA in no less than 5 business days following its mutual execution.

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7.3 MTA Monitoring. Licensee will monitor activity under the Institution's MTAs for First Selected Materials for compliance with the terms and conditions of the MTAs it has been provided a copy of, and will report to Institution any material non-compliance it identifies, including Licensee's recommendations for addressing such non-compliance in accordance with the applicable policies and guidelines of the Northwest Potato Variety Development Committee. Institution will determine, in its sole discretion, whether to pursue enforcement action with respect to any such non-compliance.

8. Third Party Infringement.

8.1 Notice of Infringement. Should either party to this Agreement learn of unlicensed Cultivar production or marketing, or other infringement of the Intellectual Property Rights, that party shall immediately notify the other party in writing to that effect and the parties shall review and discuss how to most effectively address such infringement.

8.2 Infringement Actions by Licensee. During the term of this Agreement, Licensee shall have the right, but shall not be obligated, to prosecute at its own expense all infringements of the Intellectual Property Rights in the Field of Use if Licensee has notified Institution in writing of its intent to prosecute; provided, however, that such right to bring such an infringement action shall remain in effect only for so long as the License granted herein remains in effect. Before Licensee commences an action with respect to any such infringement, Licensee shall contact Institution to obtain Institution's view concerning any potential effects such an action may bring. Institution shall have a continuing right, but not an obligation, to intervene in any infringement suit involving the Intellectual Property Rights brought by Licensee against a third party. Licensee may not take any action to compel Institution to initiate a suit or to join any infringement suit. Licensee may request that Institution join in such suit if necessary to avoid dismissal of the suit. Neither Licensee nor any attorney engaged by Licensee shall prosecute the infringement in the name of the Institution, the State of Idaho, or any entity of the State of Idaho, nor purport to act as legal representative of the Institution, the State of Idaho or any entity thereof, without the prior written consent of Institution, and other state officials as necessary. No settlement, consent judgment or voluntary final disposition of the suit may be entered into without the consent of Institution, which consent shall not be unreasonably withheld, conditioned, or delayed. The Institution may, at its election, assume its own defense and settlement in the event the Institution determines that Licensee is prohibited from representing the Institution or is not adequately protecting its interests. Any settlement or other conclusion resulting in any recovery or damages for past infringement derived therefrom that is beyond the costs incurred by Licensee shall be treated as Licensing Proceeds as defined in Section 1 above.

8.3 Infringement Actions by Institution. If Licensee fails or elects not to prosecute an infringement action within six (6) months after the notice described in Section 8.1, Institution shall have the right, but shall not be obligated, to prosecute at its own expense any infringement of the Intellectual Property Rights, and Institution may, for such purposes, use the name of Licensee as a party plaintiff, without expense to Licensee, subject to approval by the Licensee's Board of Directors. In any such settlement or other conclusion, by litigation or otherwise by Institution, Institution may retain all recoveries derived therefrom.

8.4 Cooperation in Prosecution. In any infringement suit either party to this Agreement may institute against a third party to enforce the Intellectual Property Rights pursuant to this Agreement, unless otherwise agreed, the instituting party shall indemnify and hold harmless the other party from any expenses, fees, charges, or other costs related to or arising from such action, and the other party shall, at the request and expense of the party initiating such suit, cooperate in

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all respects and, to the extent practicable, have its employees testify when requested and make available relevant records, papers, information, samples, specimens and the like. Institution's indemnification obligations under this Section 8.4 are subject to the limitations and restrictions of the Idaho Tort claims Act, IC 6-901 through 6-929.

9. Indemnification.

9.1 Indemnification by Institution. Subject to the limitations of the Idaho Tort Claims Act, IC 6-901 through 6-929.

the Institution shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, Licensee, its officers, employees or agents against any liability, costs, and expenses (including attorneys' fees) for personal injury or damage to life or property arising from third party challenges to the Intellectual Property Rights, or arising from claims by third parties arising from Institution's breach of this Agreement, provided, however, Institution shall not be required to indemnify Licensee to the extent any such liability arises out of the acts of Licensee, its officers, employees or agents. Institution shall have control of the defense and settlement of any claim that is subject to this Section 9.1.

9.2 Indemnification by Licensee. Licensee shall indemnify the State of Idaho and Institution, and their officers, employees or agents against any liability, costs and expenses (including attorneys' fees) for personal injury or damage to life or property arising from Licensee's acts under this Agreement, provided, however, Licensee shall not be required to indemnify Institution to the extent any such liability arises out of the acts of Institution, its officers, employees or agents.

Licensee shall have control of the defense and settlement of any claim that is subject to this Section 9.2; however, neither Licensee nor any attorney engaged by Licensee shall defend the claim in the name of Institution, the State of Idaho or any agency of the State of Idaho, nor purport to act as legal representative of the Institution, the State of Idaho or any of its agencies, without first receiving from the Institution and the other state officials as needed, , in a form and manner determined by the Institution and/or the Stateal, authority to act as legal counsel for the Institution or the State of Idaho, nor shall Licensee settle any claim on behalf of the Institution or the State of Idaho without the approval of the Institution and other state officials as needed. . The Institution and/or the State of Idaho may, at its election and expense, assume its own defense and settlement in the event that the Institution and/or the State of Idaho determines that Licensee is prohibited form defending the Institution and/or the State of Idaho, or is not adequately defending the Institution and/or the State of Idaho's interests, or that an important governmental principle is at issue and the Institution and/or the State of Idaho desires to assume its own defense.

9.3 Condition on Obligation to Indemnify. Each party's obligation to indemnify the other as set forth in Sections 9.1 and 9.2 above is conditioned of prompt notification of any claim or threatened claim of which the indemnified party becomes aware that may be the subject of those sections.

9.4 Cooperation in Defense. In the event that either party is subject to a claim filed by a third party that is related to the performance of this Agreement, or any activity contemplated under or in connection with this Agreement, the other will reasonably cooperate in good faith in the investigation and defense of such claim. The party so cooperating will be reimbursed by the party against whom the claim is sought for any and all direct expenses actually incurred in cooperating as requested, if the cooperating party is not required to indemnify the party against whom the claim is sought for damages, costs and expenses arising out of the claim pursuant to the terms of this Agreement.

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10. Confidentiality.

- 10.1 Confidential Information. All information and tangible property provided to Licensee by Institution under this Agreement and clearly identified as “confidential,” “secret,” or the like shall be deemed “Confidential Information” of Institution. All information and tangible property supplied to Institution under the provisions of Section 4, and any other information provided to Institution by Licensee and clearly identified as “confidential,” “secret” or the like shall be deemed “Confidential Information” of Licensee.
- 10.2 Non-Disclosure. Each party (the “Receiving Party”) agrees to protect and keep secret the other party’s (the “Disclosing Party’s”) Confidential Information against disclosure to others with the same degree of care as it exercises with its own data of a similar nature, and agrees not to use the Disclosing Party’s Confidential Information for any purpose other than for the performance of this Agreement, provided that Institution has the right to share Confidential Information with any Tri-State Partner Institution.
- 10.3 Exceptions. The obligations of confidentiality provided in Sections 10.1 and 10.2 shall not apply to any information or property which: (a) is or becomes generally available to the public through no fault of the Receiving Party or its employees, consultants, agents, subcontractors or subsidiaries; (b) is published or disclosed by the Disclosing Party to the general public (including but not limited to, publication in trade or academic journals, or presentation at a trade or academic seminar, meeting, or similar events open to the general academic or trade community); (c) is disclosed by a third party having the lawful right to disclose same, without obligation of confidentiality to the Disclosing Party or its consultants or agents; (d) is required to be disclosed by the Receiving Party to a government agency for which the Receiving Party is unable to lawfully secure an obligation of confidentiality; (e) is approved for release by the Disclosing Party, and then only to the extent such written approval is granted; or, (f) is already known to or independently developed by Receiving Party.
- 10.4 Public Records Law. Licensee acknowledges and agrees that Institution’s obligations under this Section 10 may be limited by and subject to the Idaho Public Records Law, IC 9-337 to 9-350.

11. Insurance.

Licensee, during the term of this Agreement, will at its sole cost and expense obtain and keep in force a policy of commercial general liability insurance with bodily injury, death and property damage limits of at least \$1,000,000 in the aggregate. Further, in the event that Licensee provides Licensed Products to market or in any other way provides products for which it may have product liability exposure, it will obtain a policy of products liability with a limit of at least \$5,000,000. Each of such policies obtained by Licensee shall include an endorsement naming Institution as an additional insured insofar as this Agreement is concerned. The insurance carrier must be authorized to do business in the State of Idaho. Upon request of Institution at any time, and at reasonable intervals, Licensee will furnish a certificate of insurance, in form reasonably acceptable to Institution, evidencing such insurance and providing for at least thirty (30) days’ prior written notice to Institution of any cancellation, termination or change of such insurance coverage. Licensee shall file Certificates of insurance evidencing the coverage required above with the Institution’s Director of Business Services no later than fifteen (15) days after execution of this Agreement and annually thereafter. Such certificates shall provide that the insurer will give the Institution not less than thirty (30) days advance written notice of any material changes in or cancellation of coverage.

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12. Warranties and Exclusion of Warranties

- 12.1 Institution Warranties. Institution represents and warrants as follows: (a) this Agreement, when executed and delivered by Institution, will be the legal, valid and binding obligation of the Institution, enforceable against Institution in accordance with its terms; (b) other than the Federal Government interest, Institution is the owner of all right, title and interest in and to the Intellectual Property Rights licensed hereunder, and has not granted rights in or to the Intellectual Property Rights, except as set forth in Schedule 2.2; (c) to the best of the Institution's knowledge and belief, the Intellectual Property Rights are valid and do not infringe the proprietary rights of any third party; and (d) to the best of the Institution's knowledge and belief, the research which led to the filing of the Intellectual Property Rights was conducted solely by employees of Institution acting within the scope of their employment.
- 12.2 Licensee Warranties. Licensee represents and warrants as follows: (a) Licensee is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Idaho, and has all requisite corporate power and authority to execute, deliver and perform this Agreement; (b) this Agreement, when executed and delivered by Licensee, will be the legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms; and (c) the execution, delivery and performance of this Agreement by Licensee does not conflict with, or constitute a breach or default under, (i) the charter documents of Licensee, (ii) any law, order, judgment or governmental rule or regulation applicable to Licensee, or (iii) any provision of any agreement, contract, commitment or instrument to which Licensee is a party; and the execution, delivery and performance of this Agreement by Licensee does not require the consent, approval or authorization of, or notice, declaration, filing or registration with, any governmental or regulatory authority.
- 12.3 Negation of Implication. Except as otherwise expressly set forth in Section 12.2, Section 14, or elsewhere in this Agreement, nothing in this Agreement will be construed as:
- 12.3.1 a warranty or representation by Institution as to the validity or scope of any Intellectual Property Rights; or
 - 12.3.2 a warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of any intellectual property of third parties; or
 - 12.3.3 an obligation to bring or prosecute actions or suits against third parties for infringement (except to the extent and in the circumstances stated in Section 7); or
 - 12.3.4 an obligation to furnish any manufacturing or technical information outside the scope of this Agreement; or
 - 12.3.5 conferring a right to use in advertising, publicity, or otherwise any trademark or tradename of Institution.
- 12.4 Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, INSTITUTION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY INTELLECTUAL PROPERTY RIGHTS OR CULTIVARS OR LICENSED PRODUCTS HEREUNDER. INSTITUTION EXPLICITLY DISCLAIMS ALL WARRANTIES OF

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MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OF THE CULTIVARS OR LICENSED PRODUCTS UNDER THIS AGREEMENT.

- 12.5 No Incidental or Consequential Damages. IN NO EVENT SHALL EITHER INSTITUTION OR LICENSEE OR THEIR RESPECTIVE OFFICERS, MEMBERS, AGENTS OR EMPLOYEES BE LIABLE TO THE OTHER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER INSTITUTION SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT KNOW OF THE POSSIBILITY; provided, however, that the forgoing limitation shall not apply with respect to the parties' respective obligations to indemnify the other from third party claims as set forth in Section 9 above.

VII. 13. Term and Termination.

- 13.1 Term. Unless sooner terminated as set forth in Section 13.2 or 13.3 below, the initial term of this Agreement shall be for five (5) years from the Effective Date. The term will automatically extend for up two (2) consecutive, additional five (5) year periods, unless either party notifies the other party in writing of its intention not to extend, no later than ninety (90) days prior to the termination date of the then-current five year term. In no case shall the term of this Agreement, with extensions, extend beyond fifteen (15) years from the Effective Date, except upon the express written agreement of the parties.
- 13.2 Early Termination. If either party should at any time default or commit any breach of any covenant or any obligation of this Agreement, including but not limited to compliance with the provisions of Section 6 hereof (Diligence), and should fail to remedy any default or breach within sixty (60) days after written notice thereof by the other party, the injured party may, at its sole option, terminate this license by giving thirty (30) days notice in writing to the other party.
- 13.3 Automatic Termination. In the event an order for relief is entered against Licensee under the Federal Bankruptcy Code, an order appointing a receiver for substantially all of Licensee's assets is entered by a court of competent jurisdiction, or Licensee makes an assignment for the benefit of creditors, or a levy of execution is made upon substantially all of the assets of Licensee and such levy is not quashed or dismissed within thirty (30) days, or Licensee's membership votes to sell all or substantially all of its assets, or Licensee is dissolved by the vote of its membership, this Agreement and the rights, privileges and licenses granted hereunder shall automatically terminate effective the date of such order, or assignment, or in the case of such levy, the expiration of such thirty (30) day period, or membership vote in the case of sale of all assets or dissolution of the corporation, provided, however, that such termination shall not impair or prejudice any other right or remedy that Institution might have under this Agreement.
- 13.4 Matured Obligations Survive Termination; Return of Licensed Products. Termination of this Agreement for any reason shall not be construed to release either party from any obligation that matured prior to the effective date of such termination. Within thirty (30) days of the termination of this Agreement, Licensee shall duly account to Institution for inventory of Licensed Products in Licensee's possession as of the termination date, and either return them to Institution or certify in writing that they have been destroyed.
- 13.5 Assignment of Sublicenses following Termination. Upon termination of this Agreement for any reason, Institution shall have the right, at its option, to require Licensee to assign to Institution any or all of Licensee's sublicense agreements then in effect, and to assign and transfer to

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Institution all of the rights, privileges and licenses granted under such assigned sublicense agreements, provided that there then exists no circumstance that, with the giving of notice or the lapse of time or both, constitutes an event of default under any provisions of the sublicense agreement permitting termination of such sublicense for default. Licensee's rights under all sublicense agreements that are continued in effect at Institution's request under the provisions of this clause shall be deemed assigned to Institution effective on the date of termination of this Agreement, and Licensee agrees to execute any instrument reasonably requested to confirm such assignment. Such assignment of rights to Institution shall not impose any obligation on Institution other than to permit the exercise of the licenses granted by such sublicenses.

VIII. 14. Use of Names and Trademarks.

No party to this Agreement 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 of any of the foregoing) in advertising, publicity, or other promotional activities, except with the written permission of the other, and except with respect to Cultivars named by the Institution, which names Licensee shall have the right (but not the obligation) to continue using. Notwithstanding the foregoing, Licensee is encouraged to acknowledge that the Cultivars were developed by researchers at the Institution.

15. Applicable Law.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Idaho, without giving effect to the conflict of law principles thereof, and applicable federal law.

16. Third Party Beneficiaries.

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties.

17. Notices.

All notices, demands, payments, reports or other writing provided for in this Agreement shall be deemed to have been fully given, made or sent when made in writing and delivered by hand or on the third (3rd) business day after being deposited in the United States mail, first class, postage paid, and addressed as follows:

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

With copies to: Dean
 College of Agricultural and Life Sciences
 University of Idaho
 P.O. Box 442331
 Moscow, Idaho 83844-2331

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And for MTA's to: Administrator
 Potato Tissue Culture Lab

To Licensee: President
 Potato Variety Management Institute, Inc.
 661 South Rivershore Lane
 P.O. Box 1670
 Eagle, ID 83616-9104

With a copy to: Executive Director
 Potato Variety Management Institute, Inc.
 60830 Chickasaw Way
 Bend, OR 97702

The address to which any notice, demand, payment or report or other writing may be given, made or sent to any party may be changed upon written notice given by such party to the other.

18. Integration; Separability.

18.1 Entire Agreement; Non-Waiver. This instrument contains the entire and only agreement between the parties and supersedes all preexisting agreements between them regarding the subject matter herein, whether written or oral, including but not limited to the Interim License Agreement, which shall be deemed terminated by this Agreement. No modification, amendment, renewal, extension, waiver, discharge or termination of this Agreement shall be binding upon the party against whom enforcement of such modification, amendment, renewal, extension, waiver, discharge or termination is sought, unless made in writing and signed on behalf of such party by one of its contracting authorities. No waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other right arising under this Agreement.

18.1 Separability. The provisions of this Agreement shall be deemed separable. Therefore, if any provision of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or unenforceable as aforesaid shall substantially impair the value of the whole Agreement to either party.

19. Headings.

The section headings contained in this Agreement are included for convenience and form no part of this Agreement between the parties.

20. Force Majeure.

No party shall be liable for any default or delay in its performance hereunder caused by a contingency beyond its control, including, without limitation, war, restraints affecting shipping, strikes, lockouts, fires, accidents, floods, droughts, natural calamities, short or reduced supply of fuel or of materials or components, demands or requirements of the government or of any governmental agency, and restraining orders or decrees of any court or judge of competent jurisdiction.

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21. Dispute Resolution.

The parties hereto will attempt to settle any claim or controversy arising out of or relating to this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation, including but not limited to referring such claim or controversy to the senior executives of each party. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Latah County for the State of Idaho in Moscow, Idaho. Licensee hereby consents to the in personam jurisdiction of such court, waives any objection to venue in such court, and waives any claim that such forum is an inconvenient forum; provided, however, that if a claim must be brought in federal forum, then it will be brought and adjudicated solely and exclusively within the United States District Court for the District of Idaho. In no way will this Agreement be construed as a waiver by Institution or the State of Idaho of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. BY EXECUTION OF THIS AGREEMENT, LICENSEE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURT.

22. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

[remainder of page intentionally left blank; signatures on following page]

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007**

IN WITNESS WHEREOF, Institution and Licensee have executed this Agreement, in duplicate originals, by their respective duly authorized officers hereunto duly authorized, on the Effective Date set forth above.

INSTITUTION:
*THE BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO*

LICENSEE:
*POTATO VARIETY MANAGEMENT
INSTITUTE, INC.*

A.

_____ Date: _____
Lloyd E. Mues, Vice President
Finance and Administration

_____ Date: _____
Patrick Kole, President

Acknowledged by:

_____ Date: _____
John Hammel, Dean
College of Agricultural and Life Sciences

_____ Date: _____
Craig Sheward, Director
Office of Technology Transfer
Oregon State University

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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SCHEDULE 2.1

Cultivars

| Potato Variety | | |
|----------------|--|--|
| Bannock Russet | | |
| Ivory Crisp | | |
| Gemstar Russet | | |
| Gem Russet | | |
| Summit Russet | | |
| Ida Rose | | |
| Defender | | |
| Alturas | | |

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SCHEDULE 2.2

Existing Licensees

Existing Contracts:

1. Arnott's Snackfood Master License entered into 5/3/04
(non-exclusive)
2. C. Meijer B.V. Master License entered into 1/27/05 (exclusive)
3. Lamb-Weston/Con Agra Foods Master License entered into 3/16/04 (non-exclusive)
4. Kohm and Spychalla, LLC, License Agreement, entered into 12/5/04 (non-exclusive)
5. Cradle Isle Entrprises, LTD, Non-Exclusive License Agreement, entered into 1/14/05
6. Agri-Research, LTD, Non-Exclusive License Agreement, entered into 4/28/04
7. Rockyview Nuclear Tubers, Non Exclusive License Agreement, entered into 4/22/04
8. Summit Plant Laboratories, Inc., Non-Exclusive License Agreement, entered into
1/24/05
9. Valley Tissue Culture, Non-Exclusive License Agreement, entered into 4/9/04
10. Western Marketing, LLC, Exclusive License Agreement, entered into 1/31/05
11. Potandon Produce, LLC, Exclusive License Agreement, entered into 6/11/04
12. Idaho Variety Propagation Association, Exclusive License Agreement, entered into
2/23/04

SCHEDULE 3.1

PVP Costs

TBD

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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EXHIBIT A

UI/USDA-ARS AGREEMENT

[insert photocopy]

Pending

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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

I. Real and Personal Property and Services

6. Disposal of Personal Property

Sale, surplus disposal, trade-in, or exchange of property with a value greater than two hundred fifty thousand dollars (\$250,000) requires prior Board approval.

a. First Refusal

When the property has a value greater than five thousand dollars (\$5,000), the institution, school or agency must first make a good faith effort to give other institutions, school and agencies under Board governance the opportunity of first refusal to the property before it turns the property over to the Department of Administration or otherwise disposes of the property.

b. Sale of Services

The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars (\$250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

c. Inter-agency Transfer

Transfer of property from one Board institution, school or agency to another institution, school or agency under Board governance may be made without participation by the State Board of Examiners or the Department of Administration, but such transfers of property with a value greater than two hundred fifty thousand dollars (\$250,000) require prior Board approval.

8. Intellectual Property

The chief executive officer may license intellectual property rights of their respective institutions, school and agencies up to (to be developed as the intellectual property policy is finalized).

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: M. Intellectual Property

April 2002

M. Intellectual Property

3. Intellectual Property Transfer

- a. The State Board of Education and the Board of Regents of the University of Idaho delegate to Idaho's postsecondary educational institutions the right to transfer and convey ownership in intellectual properties developed within the institutions under the patents and copyright rule. This rule will allow the institutions to play appropriate roles in knowledge transfer and economic growth and development. Under this rule, the institutions may:
- (1) Grant rights to owned intellectual properties to research foundations for further development or transfer.
 - (2) Themselves act as licensors to convey intellectual property rights to commercial ventures.
 - (3) Grant exclusive rights to a licensee.
 - (4) Collect and disburse license payments to inventors and their departments and colleges, as well as to their institutions, for the general support of research within the institutions.
 - (5) Permit institutional employees the right to participate in ownership and governance of companies licensed by the institutions to produce and market the discoveries, provided the conflict of interest rules are followed.
- b. Each of Idaho's postsecondary institutions shall, within twelve (12) months of the promulgation of this rule, submit its policy on the transfer of intellectual properties (technology transfer) for State Board review and approval. At a minimum, the policy should include:
- (1) The name of the institutional position (or office) with the authority and responsibility for carrying out the policy and binding the institution contractually.
 - (2) Policy and plans for patent acquisition (i.e., who initiates, who pays the lawyers, and an enumeration of the duties, responsibilities, and a process for settling debates).

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

- (3) The range of allowable institutional involvement in the transfer process (i.e., from licensing to acceptance of institutional ownership interests, continued development in institutional facilities for the benefit of the licensee, business planning or production assistance).
- c. The appropriate officer of each postsecondary institution shall report, two (2) weeks in advance of the State Board meeting, on patent, copyright, and technology transfer activities that have occurred at the institution since the prior meeting of the Board. With respect to patents, the report shall include what public notice was given prior to the licensee(s) being selected. Further, that report will also indicate whether employees of the institution or its respective research foundation have a financial interest in the company to which the intellectual property was transferred. Terms of any license or technology transfer contract will be made available in confidence upon request for inspection by the State Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Request approval for a three year renewal of Verizon Centrex contract for local telephone services

REFERENCE

March 2004 Board approved University of Idaho Renewal of 3-year Verizon Contract

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies and Procedures, Section V.I.3

BACKGROUND

The University of Idaho has contracted for local Centrex services from Verizon (GTE) since 1994. Centrex is a solution whereby Verizon provides all telephony switching equipment, inter-building and inter-facility transport infrastructure, maintenance, repair, activation, deactivation, and location changes for those facilities based upon a monthly per line fee. The university maintains all intra-building infrastructure and equipment and works in very close coordination with Verizon to provide telephony services to the campus.

DISCUSSION

The University entered into the original contract with Verizon for Centrex services on April 4, 2004. This contract expired on March 14, 2002. The parties entered a new one year contract (ICB#ID0201155/ID9901110) signed by UI on January 29, 2003. This new contract provided approximately \$40,000 annual savings to the university over the previous pricing, was updated to reflect newer technologies, and provided tiered pricing that allows the university much more flexibility to pursue new solutions without long-term commitments.

Amendment 1 (ICB# 2003-248530), signed by UI on June 18, 2003, provided reduced feature pricing. Amendment 2 (ICB# 2004-275479), signed by UI on February 23, 2004, extended the agreement for two-months, pending Board approval. Amendment 3 (ICB# 2004-276479), approved by the Board on March 11, 2004, and signed by the UI on March 18, 2004, extended the agreement for three years and provided more favorable pricing than previous agreements.

The University is requesting approval of Amendment #4 (ICB# 2006-383318/ID0201155), which will extend the contract for another three years. The pricing is the same as agreed to in Amendment #3 and includes reduced pricing for vacation service (inactivating phone lines during the summer months) and no-cost monthly traffic reports.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

Based on current service levels, local service fixed costs under this contract will be approximately \$696,073 annually. (These costs do not include one-time variable costs for services such as new installations, location changes, software configuration changes, voice mail, and other miscellaneous charges that are for tariffed services that are not part of the contract. Those costs average \$1,000 - \$3,000 monthly.) Thus, the total approximate value of this contract over the three year period is \$2,088,219.

IMPACT

Approval of this agreement will allow the university to continue to receive local telephony communication services from Verizon at a cost effective rate. Verizon is the only local service provider available for this service. The impact of a non-approval of this agreement would cause the telephony rates for the university to revert to the State Centrex pricing agreement with Verizon which is currently \$9.99 per line for every line. This would increase the university's annual costs by approximately \$277,000 compared to the current agreement.

With the emergence of new technologies, the University of Idaho is in the process of researching alternative solutions with the intended purpose of identifying more cost effective methods of providing voice communications. The extension of this agreement will allow the university to pursue other solutions while maintaining current levels of service.

ATTACHMENTS

All follow this page

Attachment 1 - Agreement (ICB#ID0201155), signed 1/29/03

Attachment 2 - Amendment 1 (ICB# 2003-248530), signed 6/18/03

Attachment 3 - Amendment 2 (ICB# 2004-275479), signed 2/23/04

Attachment 4 - Amendment 3 (ICB# 2004-276479), signed 3/18/04

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the proposed agreement and believes the contract is in the best interests of the University of Idaho.

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

BOARD ACTION

A motion to approve a three-year renewal amendment to contract ICB# 2006-383318/ID0201155 between the Regents of the University of Idaho and Verizon and to authorize the University of Idaho Vice President for Finance and Administration to sign a contract amendment that is in substantially the same form as the amendment submitted with this agenda item.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AGREEMENT

This Agreement is entered into between Verizon Northwest Inc. in its capacity as a local exchange carrier (Verizon), located at 1800 41st Street, Everett, Washington 98201, and The Regents of the University of Idaho (Customer) located at 415 W. Sixth Street, Moscow, Idaho 83844. Verizon and the Customer are each individually referred to as "a Party" and collectively referred to as "the Parties."

In consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. **Services.** Verizon shall provide to Customer Centranet and other Services (the Service) at the rates, charges and terms set forth in this Agreement and in Attachment A, which are collectively referred to as this "Agreement." All facilities furnished by Verizon under this Agreement shall remain the property of Verizon.

2. **Term.** The term period shall be for one (1) year from the in-service date.

The Parties agree that this Agreement may be extended for two (2) additional one-year periods upon mutual agreement of the parties. The Parties shall document their concurrence to extend this Agreement by written confirmation signed and dated by both Parties at least 30 business days prior to the expiration of the then current term period.

Unless notified by Customer to cease delivery of Service upon expiration of this Agreement, the Service will revert to tariffed rates, if there is a tariffed rate available and no new agreement for the Service is effective as set out in Paragraph 3. Service will be disconnected as of the expiration date of this Agreement if there is no tariffed rate available and there is no new effective agreement for the Service.

3. **Effective Date.** This Agreement shall be effective upon execution by both Parties. This Agreement shall be filed with the Idaho Public Utilities Commission (Commission).

Customer acknowledges that the Service cannot be provided until the Agreement is fully executed and effective.

4. **In-Service Date.** The in-service date for the Service in this Agreement will be December 31, 2002 provided the Agreement is fully executed and effective on or before December 31, 2002.

5. **Commission/Tariffs/Other Applicable Charges.** This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.



This Agreement is subject to allowable federal, state and local surcharges and taxes.

This Agreement is governed by and subject to the terms and conditions contained in applicable Verizon tariffs unless such tariffs are expressly inconsistent with the express terms of this Agreement, in which case the terms of this Agreement shall apply.

6. **Payment.** Subject to Commission rules concerning back billing of charges, Customer shall be responsible for payment of all rates and charges from the in-service date of the Service notwithstanding any delay in the issuance of bills for services provided. Billing for the Service will be monthly, in advance, and payment is due within thirty (30) days of the billing date. Nonrecurring charges, when applicable, will be billed upon in-service.

7. **Access.** Verizon and its authorized employees and contractors shall have the right of ingress to and egress from the Customer's premises where its facilities are installed in order to provide the Service, in accordance with Customer's reasonable security procedures.

8. **Facilities and Equipment.** Verizon is not responsible for interconnection or compatibility of any of Customer's premise equipment with the Service provided under this Agreement. Verizon will terminate the Service on Customer's premise at the established demarcation point, as set forth in Exhibit 1. Verizon shall retain ownership of all facilities necessary to provide the Service to the established demarcation point, including specially constructed facilities, as defined in Attachment A, Note #10. Any extension of the Service beyond the demarcation point will be covered by separate agreement between Verizon and Customer.

9. **Default.** If Customer defaults in the payment of any amounts due hereunder, or violates any other provision of this Agreement, and if such default or violation is not cured within thirty (30) days after notice thereof from Verizon, Verizon may terminate this Agreement forthwith without any liability on the part of Verizon, and Customer shall be liable for any unpaid charges for the service incurred up to the time of the termination, plus any applicable basic termination liability charges as set forth in Attachment A.

10. **Limitation of Liability.** The liability of Verizon for any losses or damages arising out of the Services or this Agreement, including but not limited to defects, errors, delays, mistakes, omissions, or interruptions shall in all instances be limited to the pro rata charges to Customer for the periods during which the Service is so affected. Verizon shall in no instance be liable to Customer for any general compensatory, consequential, indirect, incidental, special or punitive damages, including but not limited to revenues or lost profits.



11. **Force Majeure.** Verizon's performance under this Agreement, or any obligation hereunder, shall be excused if said performance or obligation is prevented, restricted or interfered with due to any cause(s) beyond the reasonable control of Verizon or by reason of acts of God, war, revolution, civil commotion, acts of public enemy, embargo, fire, explosion, vandalism, cut cable, inclement weather, earthquake, acts of the Government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of facilities or equipment. Verizon shall not be liable for any delay or failure in its performance during the occurrence of such circumstances.

12. **Hazardous Substances.** Except as disclosed to Verizon in writing, Customer is not aware of any asbestos or other hazardous substance, as defined by any applicable state, federal or local hazardous waste or environmental protection law, as enacted or subsequently amended, with which Verizon may come into contact on Customer's premise in the course of performing work necessary to provide the Service. If during the performance of its obligations under this Agreement Verizon's employees, agents or contractors encounter any such substance on Customer's premises, Customer agrees to take whatever action is necessary, at its own expense, to remove or contain the asbestos or other hazardous substance(s) and to ensure the premises are tested to confirm that exposure does not exceed any applicable permissible exposure limit. Removal or containment shall comply with all applicable laws and regulations, and Verizon's agents, employees or contractors shall not be required to continue performance under this Agreement until abatement and/or encapsulation has been completed. Performance by Verizon of its obligations under this Agreement shall be extended day for day for any delay caused by such removal or containment. Customer's failure to remove or contain hazardous substances shall be sufficient justification for Verizon to refuse to perform the work affected by the hazardous substance(s) without liability to Customer. In the event of such termination, Customer agrees to reimburse Verizon for its actual expenses, if any, incurred in performing this Agreement until termination, in addition to the charges for Service rendered.

13. **Customer Indemnification.** Customer shall indemnify, defend and hold harmless Verizon against any claim, suit or dispute for libel, slander, infringement of patent, copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted pursuant to the Service.

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

If to Customer:

Attn: Vice Provost for Library and Information Technology and Chief Information Officer
University of Idaho



Mail Stop 443163, Admin Bldg., Rm 104
Moscow, ID 83844-3163
Voice: (208) 885-4985
Facsimile (208) 885-5050

With copies to:
Attn: Vice President for Finance and Administration
University of Idaho
Mail Stop 443168, Admin Bldg., Rm 211
Moscow, ID 83844-3168
Voice (208) 885-6174
Facsimile (208) 885-5504

Attn: Executive Director for Information Technology Services
University of Idaho
Mail Stop 443155, Admin Bldg., Rm 140
Moscow, ID 83844-3155
Voice (208) 885-6721
Facsimile (208) 883-7539

If to Verizon:
Dan Ralls
Verizon Northwest Inc.
2115 Government Way
PO Box C-6000
Coeur D Alene, ID 83816-1924
Phone (208) 765-4274
Facsimile: (208) 765-7990

With copies to:
Counsel – Enterprise Sales
Verizon Corporate Services
One Verizon Way, CA500LB
Thousand Oaks, CA 91362-3811
Facsimile: (805) 373-7515

Verizon Enterprise Sales Contracts Repository
MC: HQW02L25
700 Hidden Ridge
Irving, Texas 75038
Facsimile (972) 718-5893

Any notice shall be deemed to have been given on the earlier of (a) actual delivery, (b) the date of mailing by certified mail, or (d) the day facsimile delivery is verified.



15. **Modification/Waiver.** Paragraph 3 shall apply to this Agreement and to any subsequent changes, modifications or waivers, including applicable amendment(s). Any changes or modifications to this Agreement must be in writing, executed by both Parties, and timely filed with the Commission. Changes or modifications to this Agreement, in writing and fully executed, shall become effective as set out in Paragraph 3. The waiver of any term or condition under this Agreement by either Party is not a waiver of any other term or waiver of the same term at any other time. Any waiver must be in writing, executed by both Parties, and timely filed with the Commission. Waivers, in writing and fully executed, shall become effective as set out in Paragraph 3.

16. **Assignment.** Neither this Agreement nor any interest herein of Customer may be assigned, or in any manner transferred by Customer without the prior written consent of Verizon. Any attempted assignment or transfer in contravention of the preceding sentence shall be null and void.

17. **Resale.** Customer shall not under any circumstances resell the Service provided under this Agreement (see Note 8 in Attachment A).

18. **Captions/Headings.** Section or paragraph headings contained in this Agreement or any Addendum are for reference purposes only and shall not affect the meaning or interpretation of this Agreement or any Addendum.

19. **Construction.** This Agreement and the provisions contained in it, shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

20. **Governing Law.** This Agreement shall at all times be governed by the laws of the State of Idaho, excluding its choice of law rules, and by the regulations of the Commission.

21. **Entire Agreement.** Except for written amendments, supplements or modifications made after the execution of this Agreement in accordance with Paragraph 15 hereof, this Agreement represents the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements, either oral or written, made by or to any employee, officer, or agent of any Party, concerning regulated network services, including the agreement executed by the Parties on April 4, 1994, the First Amendment executed December 13, 1999 and filed with the Commission December 17, 1999 (SC5-99) and the Second Amendment executed March 14, 2002 and filed with the Commission March 19, 2002 (SC3-02) as such relate to Verizon's provision of regulated network services.

In addition to the regulated network services, the prior (1994) agreement included CPE as well as provision for leased space on Customer's premise for certain Verizon-owned and controlled network switching and other network facilities. The prior agreement will remain in full force and effect until it expires December 31, 2002 for the sole, limited purpose of addressing the CPE and other non-regulated activity until such time as the



Parties complete a new, separate agreement for such non-regulated business activity. The prior agreement will be deemed superseded by this Agreement, when this Agreement is effective and in-service, for purpose of the regulated network services.

22. **Authority.** The persons signing this Agreement on behalf of the Parties represent and warrant to have the respective Party's authority to execute this Agreement, and shall indemnify the other Party for any lack of such authority.

23. **Confidentiality.** Customer requests that its identity be kept confidential and not publicly disclosed by Verizon or the Commission, unless required by law.

24. **Equal Opportunity.** Verizon agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, 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 Agreement.

25. **Severability.** Customer and Verizon agree that if any term of this Agreement is held invalid, unlawful, or otherwise unenforceable, such holding shall not affect the validity of the remaining terms except to the extent reasonably necessary to preserve the intent of the parties as expressed herein. If any such invalidity prevents substantial performance of this Agreement by either party, Verizon or Customer may cancel this Agreement without penalty.

VERIZON NORTHWEST INC.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



**ATTACHMENT A
UNIVERSITY OF IDAHO
One (1) Year Term**

Customer must sign and date this Agreement on or before December 27, 2002 or the proposed Service arrangement and price will no longer be available. This Agreement will not be considered fully executed until signed by both Customer and Verizon.

Customer is currently receiving service under an agreement which will expire December 31, 2002. If this Agreement is signed and returned to Verizon on or before December 27, 2002, Verizon will sign so as to permit this Agreement to be effective and placed in-service December 31, 2002 as set forth in Paragraph 4 above, and Customer's existing agreement will terminate. If Customer chooses not to sign this Agreement by the date specified (December 27, 2002), Customer will continue to receive services under the existing agreement through December 31, 2002.

Description of Service:

Verizon will provide analog and digital CentraNet lines, ISDN B-Voice Channel, B-Data Channel, Multiline Business Key System (MBKS) Deluxe, Station Message Detail Recording, and Customer Moves and Changes.

Location(s) of Service:

See attached Exhibit 1, Locations of Service

Charges:

Monthly Recurring Charges (MRC)

Service

MRC

ANALOG CENTRANET (Tariffed Service / Rate)

| | |
|-----------------|-------------|
| 4501+ lines | \$5.75/line |
| 3001-4500 lines | \$6.00/line |
| 2001-3000 lines | \$6.25/line |
| 1001-2000 lines | \$6.75/line |
| 501-1000 lines | \$7.00/line |

FEATURE GROUPS (Non-Tariffed Service Offering)

| | |
|--------------------------------|-------------|
| Feature Group Administration | \$2.50/line |
| Feature Group Student Basic | \$0.90/line |
| Feature Group Student Enhanced | \$1.50/line |

Feature Groups are more fully defined in Exhibit 2 attached hereto.

The Feature Groups as configured and provided to Customer under this Agreement, are not presently available in Verizon's tariff. As such, in the event of any termination of this Agreement, the Feature Groups provided hereunder (Administration, Student Basic and Student Enhanced) will terminate and Customer will have access to any then current Feature Groups available under tariff.



**ATTACHMENT A
UNIVERSITY OF IDAHO
One (1) Year Term**

CENTRANET ISDN (Non-Tariffed Service Offering)

| | |
|-------------------------|--------------|
| Multipoint Line Access | \$15.00/line |
| B-Voice, per channel | \$3.00/line |
| B-Data, per channel | \$7.00/line |
| MBKS Deluxe | \$5.00/line |
| Singlepoint Line Access | \$14.00/line |
| B-Voice, per channel | \$3.00/line |
| B-Data, per channel | \$7.00/line |
| MBKS Deluxe | \$5.00/line |

STATION MESSAGE DETAIL RECORDING (SMDR) (Tariffed Service Offering)

per line \$0.40/line

CUSTOMER MOVES AND CHANGES (CMAC) (Tariffed Service Offering)

per line \$0.40/line

Note: SMDR, per line, is the same service as was previously provided as ICA and billed in blocks of 1,000. ICA is no longer provided in the old format. The CMAC pricing is now offered on a per line basis as opposed to the per system pricing previously offered.

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges.

*This Agreement covers existing services and related quantities of services (as of November 22, 2002, CentraNet line count of 4960, ISDN line count of 243). SMDR and CMAC Services will be applied to specific lines which the Customer will designate and the charges will apply, on a per line basis, only to those designated lines placed in-service. Nonrecurring Charges are not applicable for the services installed as of the Effective Date of this Agreement. Tariffed rates for Nonrecurring Charges will apply to Service (additional quantities and/or new locations, moves or changes) added after the Effective Date of this Agreement.

Minimum Quantity Requirement:

In the event Customer's combined in-service quantity of Analog CentraNet and ISDN Multipoint and Singlepoint lines falls below one thousand (1000), the basic termination liability charge below is applicable for the quantity of Service reduced and will be calculated based upon the total number of lines below 1000.

To maintain the pricing set forth in this Agreement, Customer must maintain a combined minimum quantity of five hundred and one (501) Analog CentraNet and ISDN Multipoint and Singlepoint lines in-service at all times during the term of this Agreement. In the event Customer's Analog CentraNet and ISDN Multipoint and Singlepoint lines falls below five hundred and one (501), basic termination liability will apply, the Agreement



ATTACHMENT A
UNIVERSITY OF IDAHO
One (1) Year Term

will terminate and Service will revert to applicable tariff (including tariff rates, terms and conditions) if a tariff service offering is available. If no tariff service offering is available, any Service defined in this Agreement as a non-tariffed Service offering will terminate.

Notes:

1. The Electronic Directory provided as a service option under the previous agreement is no longer a Customer requirement and is not included in this Agreement. "Extra Numbers" provided under Customer's prior Agreement are currently available in Verizon's tariff as Pseudo Numbers. If required by Customer, Customer may purchase Pseudo Numbers pursuant to applicable tariff.
2. Network Access Registers (NARs) are provided pursuant to applicable tariff and will be billed separately at prevailing tariff rates.

For NARs and all other tariffed rates/charges, tariff rates/charges are subject to change and Customer will be billed applicable prevailing business tariffed rates/charges.

3. Customer may add additional Locations of Services to this Agreement, if the additional Locations of Service are in Verizon's established exchange service area in the State of Idaho and the Service is technically and commercially available at the additional Location of Service. Additional Locations of Service and additional quantities to the Locations of Service shown below may be added using Verizon's established ordering procedures. Additional Locations of Service (Service locations and quantities) will be applied toward the minimum quantity requirement of this Agreement and will be subject to the terms of this Agreement, including applicable minimum quantity requirements and termination liability provisions. Any Locations of Service or additional quantities of Service added during the term of the Agreement will be coterminous with the Agreement.
4. Although it is the Parties intention and understanding that Customer will make all reasonable efforts to secure funding for this Agreement and the Services, Customer's purchase obligations under this Agreement are subject to the appropriation of funds from the State of Idaho, which appropriation is in the State of Idaho's sole discretion, from revenues legally available to the Customer for the ensuing fiscal year(s) for the purposes of this Agreement. The Customer agrees to notify Verizon, in writing, of any non-appropriations of funds at least thirty (30) calendar days prior to the date on which such Service is to be terminated and actually removed from service. Customer will be obligated to pay Verizon for Services provided to the Customer up to and including the date on which Service is removed and actually terminated, but no early termination charge will accrue to the Customer in the event this section is exercised and the Agreement and Services terminated. This termination for non-appropriation of funds shall not be construed so as to



ATTACHMENT A
UNIVERSITY OF IDAHO
One (1) Year Term

permit Customer to terminate this Agreement in order to acquire similar or replacement services from a third party.

5. Verizon understands that Customer's permission, by the Director of Facilities Maintenance and Operations, must be granted before proceeding with any installation work on utility poles, disturbance to campus grounds or the performance of any task necessitating cutting into or through any part of Customer's building structure. Customer warrants that it has obtained all authorizations, if appropriate, from lessors, lenders, or other third parties necessary for Verizon to provide the Service under this Agreement. Verizon is not responsible for any delay in performance of the Services which results from Customer's failure to provide required permission or obtain required authorizations.
6. Verizon affirms that it is currently properly licensed, as required in the State of Idaho, as a provider of telecommunications services, equipment, and products.
7. Maintenance for the Services provided pursuant to this Agreement are provided pursuant to Verizon's then current applicable Idaho PUC tariff No.8, Section III, Page 3.
8. As set forth in Section 17, Resale, Customer is not permitted to resell the Services provided under this Agreement. Customer is permitted to make the Services available for use by its authorized users, including those users who live in, occupy or use property owned or controlled by the Customer or use the Services for Customer-related University business, consistent with this Agreement. Customer is Verizon's only customer of record for the Services and this Agreement. Use of the Services by other users shall not create any Verizon obligation to, or any right of action on behalf of, any such third party.
9. Verizon shall follow and comply with all published rules and regulations of the Customer which are provided to Verizon in writing in advance of the commencement of Services hereunder. The University reserves the right to require the removal of any on-site Verizon worker who does not comply with such published rules and regulations. Verizon agrees to use reasonable efforts to replace any Verizon worker removed by Customer as quickly as possible, however, in such event, Verizon shall not be responsible for any delay in performance caused by the removal and / or replacement of a Verizon worker at the request of Customer.
10. As set forth in Section 8, Facilities and Equipment, Verizon retains ownership of all facilities necessary to provide the Service to the established demarcation point as set forth in Exhibit 1, including specially constructed facilities. "Facilities" are defined as any Verizon equipment, cables,



ATTACHMENT A
UNIVERSITY OF IDAHO
One (1) Year Term

termination blocks, etc. required to deliver Central Office based
CentraNet/ISDN Digital services to Customer.

Basic Termination Liability Charges:

If for any reason, except non-appropriation of funding as set out in Note No. 4 above, Customer terminates or reduces the Service prior to the expiration of the term of this Agreement, at the time of reduction or termination of Service Customer shall pay to Verizon an amount equal to twenty-five percent (25%) times the number of lines terminated below 1000 lines (as detailed in the Minimum Quantity Requirement paragraph above), times the monthly charge (per line, including line and feature group charges), times the number of months remaining in the term.

The termination liability will not apply if (1) Verizon and Customer execute a new agreement for network services wherein the monthly recurring charges equal or exceed the monthly recurring charges under this Agreement; or (2) Verizon and Customer execute a new agreement for the Service covered in this Agreement, or for increased quantities of the Services provided to the same locations for a greater period of time than the remaining term period for this Agreement. In all cases, any new agreement will be handled in the manner described in Paragraphs 3 and 15 above, including timely filing with the Commission.

Any termination liability charge is due and payable in one lump sum within thirty (30) days of billing.



EXHIBIT 1
UNIVERSITY OF IDAHO
SERVICE LOCATIONS AND DEMARCATION POINTS

| BLDG. I.D. # | BLDG. NAME | ADDRESS | TERMINAL |
|--|--|------------------------|-----------------|
| Moscow, Idaho 83844 (Main Campus) | | | |
| 000 | Parker Farm | 3751 Parker Road | 302P41 |
| 001 | Administration Building | 851 Campus Dr. | 553P-S1 |
| 003 | Art & Architecture North | 901 University Ave. | 551P4-S2 |
| 004 | Archie Phinney Hall | 701 S. Line St | 552P5-S5 |
| 005 | Food Research Center | 860 Idaho Ave. | 552P5-S4 |
| 006 | Graduate Art Studio | 670 Nez Perce Dr. | 553P6-S2 |
| 007 | Continuing Ed. | 1210 Blake Ave. | 51P6-S1 |
| 009 | Life Science North | 820 Pine St. | 582P3-S2 |
| 010 | Alumni Center | 1212 Blake Ave. | 1505P3 |
| 011 | Power Plant | 876 W. 6 th | 570P2-S3 |
| 012 | Student Health Service | 831 Ash St. | 551P6-S1 |
| 014 | Menard Law Building | 711 Rayburn St. | 587P3 |
| 015 | Memorial Gym | 1001 University Ave. | 556P2 |
| 016 | Art & Architecture | 835 Pine St. | 551P6-S4 |
| 017 | Morrill Hall | 820 Idaho Ave. | 582P5 |
| 018 | Ridenbaugh Hall (Music Annex) | 601 Campus Dr. | 553P7-S2 |
| 019 | Life Science South | 770 University Ave. | 582P2-S2 |
| 020 | Student Union Building | 709 Deakin Ave. | 552P19-S4 |
| 021 | Carol Ryrie Brink Hall | 801 S.Line St. | 552P5-S5 |
| 022 | Art & Architecture Building | 921 Campus Dr. | 553P1-S2 |
| 025 | Ag. Science Building | 606 Rayburn St. | 570P8-S2 |
| 026 | Hampton Music Building | 1010 Blake Ave. | 553P11 |
| 028 | Jansen Engineering Building | 840 W. 7th. | 572P3-S2 |
| 029 | Johnson Elect. Engr. | 620 S. Line St. | 572P6 |
| 030 | Niccolls Home EC. | 751 Campus Dr. | 553P6-S2 |
| 032 | Library | 850 Rayburn St. | 595P1 |
| 033 | Holm Vet. Science Building | 2222 W. 6th | 546P11-S2 |
| 034 | Steele House | 1150 Blake Ave. | 553P10-S1 |
| 035 | J.W. Martin Lab | 1355 W. 6th | 515P9-S4 |
| 036 | Radio- T.V. Center | 901 Campus Dr. | 553P4-S6 |
| 038 | College of Mines Building | 825 W. 7th | 552P11-S4 |
| 039 | McConnell Hall | 1020 W.6th | 578P2-S2 |
| 041 | Shoup Hall | 1028 W. 6th | 578P5 |
| 042 | Targhee Hall | 1305 Blake Ave. | 408P15-S2 |
| 043 | College of Education Building | 901 Campus Dr. | 555P1-S1 |
| 044 | Industrial Education Building | 404 Sweet Ave. | 516P5-S2 |
| 046 | Campus Police Substation | 880 W. 3rd | 550P9-S2 |
| 047 | Renfrew Hall | 804 Rayburn St. | 570P9-S3 |
| 048 | UI Foundation Office of Development | 619 Nez Perce Dr. | 517P11-S2 |



**EXHIBIT 1
UNIVERSITY OF IDAHO
SERVICE LOCATIONS AND DEMARCATION POINTS**

| BLDG. I.D. # | BLDG. NAME | ADDRESS | TERMINAL |
|--|--------------------------------------|-----------------------|--------------------------------|
| Moscow, Idaho 83844 (Main Campus) | | | |
| 049 | Engr. Isotopes Research Lab | 1240 W. 6th | 565P1 |
| 050 | Executive Residence | 1026 Nez Perce Dr. | 545P3 |
| 053 | Swim Center | 1030 Rayburn St. | 555P4 |
| 054 | Buchanan Engr. Lab | 607 Urquhart Ave. | 570P2-S5 |
| 055 | College of Natural Resources | 975 W. 6th | 588P3 |
| 056 | Physical Ed. Building | 1060 Rayburn St. | 555P4 |
| 058 | Animal Research Pavillion & Meat Lab | 1651 W. 6th | 515P19 & 19- |
| 060 | Human Resources & Purchasing | 415 W. 6th | 580P3 |
| 061 | Environmental Health and Safety | 1108 W. 6th | 565P1-S2 |
| 063 | Aquaculture Wet Lab | 1900 W. 6th | 546P8-S2 |
| 065 | Hartung Theatre | 625 Stadium Dr. | 515P4-S1 |
| 073 | Farm Operations | 1700 W. 6th | Under Construction |
| 079 | Vet. Research Barn | 2300 W. 6th | 546P9-S2 |
| 081 | Aquaculture Institute | 799 Poultry Hill Way | 569P3-S2 |
| 090 | Ag. Publications | 798 Poultry Hill Way | 569P7 |
| 091 | Jacob Monson Memorial Barn | 2300 W. 6th | 546P9-S2 |
| 092 | Dairy Center (Res. Milking Barn) | 245 & 255 Farm Road | 523P11 & 523P15 |
| 093 | Business Technology Incubator | 121 Sweet Ave. | 551P11-S6 |
| 094 | Early Childhood Center | 421 Sweet Ave. | 551P12-S4 |
| 095 | Kappa Delta | 514 Sweet Ave. | 516P2-S2 |
| 097 | Idaho Commons | 875 S.Line St. | 1500P1 |
| 099 | Greenhouse (W. 6th) | 1104 W. 6th | 565P4 |
| 100 | Golf Clubhouse | 1215 Nez Perce Dr. | 517P20 |
| 101 | Track Press Box | Track | 554P5 |
| 104 | Career Services Building | 865 W. 7th | 552P9-S4 |
| 106 | Art & Arch. Interior Design | 815 Pine St. | 551P6-S4 |
| 107 | Navy Building | 685 S. Line St. | 572P2-S3 |
| 108 | Women's Center | 1060 Rayburn St. | 555P4 |
| 109 | Theater Arts Annex | 840 University Ave | 557P6-S6 |
| 110 | McClure Hall | 810 W. 7th | 552P12-S1 |
| 111 | Engineering/ Physics Building | 690 Ash St. | 552P13-S1 |
| 113 | Manis Entomology Research Lab | 403 Farm Road | 1500P4-S2 |
| 114 | Kibbie-ASUI Activity Center | 1000 Stadium Dr. | 560P5-S3 (N)554P2-S6 (S) 554P7 |
| 115 | Track OFC | Track | 554P5 |
| 117 | PSF Forestry Nurs. Warehouse | 1025 Hwy. 8 E. | 300P80-S1 |
| 118 | North Campus Center | 645 W. Pullman Road | 592P6 |
| 120 | Sheep Center | 900&950&955 Farm Road | 1500P10 & 1500P15 |
| 123 | Vet. Research Barn | No Address | Drop served from Term.511P18 |
| 129 | Beef Cattle Center | 1 Beef Cattle Center | 515P18 |



EXHIBIT 1
UNIVERSITY OF IDAHO
SERVICE LOCATIONS AND DEMARCATION POINTS

| BLDG. I.D. # | BLDG. NAME | ADDRESS | TERMINAL |
|--|-------------------------------|--|-----------------|
| Moscow, Idaho 83844 (Main Campus) | | | |
| 133 | P.S.F Seeds | 1025 Hwy 8 E. | 300P80-S3 |
| 134 | P.S.F Greenhouse | 1025 Hwy 8 E. | 300P80-S3 |
| 137 | P.S.F Greenhouse | 1025 Hwy 8 E. | 300P80-S3 |
| 138 | P.S.F Pumphouse | 1025 Hwy 8 E. | 300P80-S3 |
| 139 | P.S.F House | 3751 Parker Road Bldg 6 (Parker Farm) | 302P41 |
| 140 | P.S.F. Chem. Storage | 1025 Hwy 8 E. | 300P80-S1 |
| 141 | P.S.F Agronomy Gar. | 1025 Hwy 8 E. | 300P80-S1 |
| 143 | Student Recreation Center | 1000 Paradise Creek St. | 550P5-S1 |
| 145 | Plant Sci. Farm Shop | 1025 Hwy 8 E. | 300P80-S3 |
| 146 | P.S.F Mach. Stor. Barn | 1025 Hwy 8 E. | 300P80-S3 |
| 147 | Ag. Extension Ed. Building | 1210 W. 6th | 565P2-S1 |
| 275 | Bookstore and Post Office | 704/706 Deakin Ave. 552P21 | 552P21 |
| 299 | Professional Building | 127 W. 3rd St. | 544P2-S2 |
| 341 | Feed Mill | 255 Farm Road | 523P14 |
| 365 | Manis Lab Res. | 401 Farm Road | 1500P4 |
| 403 | Recycling | 876 W. 6th | 570P2-S3 |
| 404 | Facilities Motor Pool | 901 Perimeter Dr. | 560P12-S3 |
| 420 | Campus Mail/ Surplus Building | 903 Perimeter Dr. | 560P12-S5 |
| 421 | Art & Architecture East | 237 College Ave. | 558P5 |
| 422 | Ag. Biotechnology Building | 604 Rayburn St. | 570P8-S1 |
| 423 | Gauss- Johnson Engr. Lab | 620 S.Line St. | 572P6 |
| 424 | J.A. Albertson Building | 875 Campus Drive | 553P3-S1 |
| 439 | Little Brown House | 615 W. 6th | 568P1-S2 |
| 441 | Alpha Kappa Lambda | 701 Nez Perce Dr. | 517P12-S2 |
| 442 | Alpha Tau Omega | 777 Deakin Dr. | 542P3-S1 |
| 443 | Beta Theta Pi | 727 Elm St. | 1501P2-S1 |
| 444 | Delta Chi | 908 Blake St. | 516P1-S3 |
| 445 | Delta Sigma Phi | 502 University Ave. | 516P2-S7 |
| 446 | Delta Tau Delta | 720 Idaho Ave. | 552P13-S6 |
| 447 | Farmhouse | 1101 Blake Ave. | 517P10-S2 |
| 448 | Kappa Sigma | 918 Blake Ave. | 516P1-S4 |
| 449 | Alpha Gamma Rho | 720 Deakin Ave. | 589P2-S1 |
| 451 | Phi Delta Theta | 804 Elm St. | 1503P2-S3 |
| 452 | Phi Gamma Delta | 600 University Ave. | 1501P5-S1 |
| 453 | Phi Kappa Tau | 620 Idaho Ave. | 1501P2-S2 |
| 454 | Pi Kappa Alpha | 715 Nez Perce Dr. | 517P13-S2 |



**EXHIBIT 1
UNIVERSITY OF IDAHO
SERVICE LOCATIONS AND DEMARCATION POINTS**

| BLDG. I.D. # | BLDG. NAME | ADDRESS | TERMINAL |
|--|--------------------------------|-------------------|-----------------------------|
| Moscow, Idaho 83844 (Main Campus) | | | |
| 455 | Sigma Alpha Epsilon | 920 Deakin Ave. | 516P4-S2 |
| 456 | Sigma Chi | 735 Nex Perce Dr. | 517P15-S2 & 4, 517P16-S2 |
| 459 | Scholars Residence (Theta Chi) | 620 Elm St. | 1506P1-S1 |
| 460 | Alpha Gamma Delta | 727 Nez Perce Dr. | 517P14-S2 |
| 461 | Alpha Phi | 604 Elm St. | 1506P2-S1 |
| 462 | Delta Delta Delta | 609 Elm St. | 568P1-S1 |
| 463 | Delta Gamma | 728 Elm St. | 542P3-S2 |
| 464 | Gamma Phi Beta | 709 Elm St. | 1501P1-S1 |
| 465 | Kappa Kappa Gamma | 805 Elm St. | 1501P4-S1 |
| 466 | Pi Beta Phi | 507 Idaho Ave. | 1503P2-S9 |
| 500 | South Hill Terrace Apts | 418 Taylor Ave | 518P3-S4 |
| 501 | South Hill Terrace Apts | 426 Taylor Ave | 518P4-S2 |
| 502 | South Hill Terrace Apts | 430 Taylor Ave | 518P6 |
| 503 | South Hill Terrace Apts | 458 Taylor Ave | 518P3-S3 |
| 504 | South Hill Terrace Apts | 464 Taylor Ave | 518P2-S7 |
| 505 | South Hill Terrace Apts | 470 Taylor Ave | 518P2-S3 |
| 506 | South Hill Terrace Apts | 486 Taylor Ave | 518P2-S6 |
| 507 | South Hill Terrace Apts | 492 Taylor Ave | 518P2-S8 |
| 508 | South Hill Residence | 506 Taylor Ave | 521P7 |
| 509 | South Hill Residence | 510 Taylor Ave | 521P5 |
| 510 | South Hill Residence | 528 Taylor Ave | 521P8 |
| 511 | South Hill Residence | 524 Taylor Ave | 521P4 |
| 512 | South Hill Residence | 514 Taylor Ave | 521P1-S3 |
| 513 | South Hill Residence | 518 Taylor Ave | 521P3 |
| 514 | South Hill Residence | 1020 Deakin Ave | 519P1 |
| 515 | South Hill Residence | 1011 Deakin Ave | 519P2 |
| 516 | South Hill Residence | 1012 Deakin Ave | 519P3 |
| 517 | South Hill Residence | 1016 Deakin Ave | 520P1 |
| 518 | South Hill Residence | 1010 Deakin Ave | 520P2 |
| 519 | South Hill Residence | 1006 Deakin Ave | 520P3 |
| 520 | South Hill Residence | 425 Sweet Ave. | 520P4 |
| 530 | South Hill Vista | 301 Sweet Ave. | 551P13-S1 |
| 531 | South Hill Vista | 303 Sweet Ave. | 597P3 |
| 532 | South Hill Vista | 307 Sweet Ave. | 597P2-S1 |
| 533 | South Hill Vista | 311 Sweet Ave. | 597P1-S1 |
| 534 | South Hill Vista | 315 Sweet Ave. | 551P12-S2 |
| 535 | South Hill Vista | 319 Sweet Ave. | 596P1-S1 |
| 536 | South Hill Vista | 380 Taylor St. | 596P3 |
| 537 | South Hill Vista | 374 Taylor St. | 596P2-S1 |
| 541 | South Hill Vista | 334 Taylor St. | 551P16 |
| 550 | Wallace Common | 1080 W. 6th | 511P4 |



**EXHIBIT 1
UNIVERSITY OF IDAHO
SERVICE LOCATIONS AND DEMARCATION POINTS**

| <u>BLDG. I.D. #</u> | <u>BLDG. NAME</u> | <u>ADDRESS</u> | <u>TERMINAL</u> |
|--|----------------------------------|-----------------------|------------------------|
| Moscow, Idaho 83844 (Main Campus) | | | |
| 551 | Wallace Stevens Wing | 1080 W. 6th | 511P4 |
| 552 | Wallace Ballard Wing | 1080 W. 6th | 511P4 |
| 553 | Wallace Wiley Wing | 1080 W. 6th | 511P4 |
| 554 | Wallace Gooding Wing | 1080 W. 6th | 511P4 |
| 555 | Gault Hall | 980 W. 6th | 570P5-S3 |
| 556 | Upham Hall | 1010 W. 6th. | 570P5-S3 |
| 569 | Elmwood Apts. | 627 Elm St. | 568P3-S1 |
| 570 | North Campus Center (Grad. Res.) | 645 W. Pullman Rd. | 592P6 |
| 666 | Gap Analysis | 530 S. Ashbury St. | 500P10-S1 |
| 667 | Food Co-op Building | 310 West 3rd | 537P1-2 |
| 689 | Facilities Management Complex | 875 Perimeter Dr. | 560P12-S2 |
| 696 | Motorpool/ Garage | 901 Perimeter Dr. | 560P12-S3 |

| <u>BLDG. I.D. #</u> | <u>BLDG. NAME</u> | <u>ADDRESS</u> | <u>TERMINAL</u> |
|-------------------------------|---------------------------------------|------------------------|------------------------|
| Post Fall, Idaho 83854 | | | |
| N/A | University of Idaho – (Research Park) | 510 S. Clearwater Loop | 598P2-S1 |

| <u>BLDG. I.D. #</u> | <u>BLDG. NAME</u> | <u>ADDRESS</u> | <u>TERMINAL</u> |
|------------------------------------|------------------------------------|-----------------------|------------------------|
| Coeur d' Alene, Idaho 83814 | | | |
| N/A | University of Idaho – Cybert Bldg. | 1000 W. Garden | 1770P3 & 4 |
| N/A | University of Idaho – Admin. Bldg. | 1000 W. Garden | 710P6-S2 |



**EXHIBIT 2
UNIVERSITY OF IDAHO
FEATURE GROUPS**

**Administration CentraNet Line
Line Individual Features:
Features:**

**Student CentraNet Line
Standard Features:**

**Student CentraNet
Enhanced**

Basic Operating Features:

Automatic Identification of Outward Dial
Dial
DID/DOD
Distinctive Ringing
Station-to-Station Calling
Touch Call

Basic Operating Features:

Automatic Identification of Outward Dial
DID/DOD
Distinctive Ringing
Station-to-Station Calling
Touch Call

Basic Operating Features:

Automatic Identification of Outward
Dial
DID/DOD
Distinctive Ringing
Station-to-Station Calling
Touch Call

Centranet Feature List:

Call Forwarding
Call Hold
Call Pick-Up (Direct, Extended, and Group)
Call Transfer
Call Waiting/Cancel
Call Waiting Terminating/Cancel
Dial Call Waiting
Hunting (Directory Number, Pilot Number,
and Secretarial)
Station Restriction
Three-Way Calling
Toll Restriction
Circular Hunting
Multiple Classes of Service
Uniform Call Distribution
Off-Hook Queuing
Ringback Queuing

Centranet Feature List:

Station Restriction
Toll Restriction

Centranet Feature List:

Call Forwarding
Call Hold
Call Transfer
Call Waiting/Cancel
Call Waiting Terminating/Cancel
Last Number Redial
Station Restriction
Three-Way Calling
Toll Restriction

DESCRIPTION - BASIC OPERATING FEATURES

**Automatic Identification of
Outward Dial -**

Identifies all calls leaving the customer group by the station number from which calls are placed.

Direct Inward Dialing -

Allows incoming calls from the exchange or toll network to reach a specific station without attendant assistance.

Direct Outward Dialing -

Allows station users to place external calls to the exchange network without attendant assistance.



**EXHIBIT 2
UNIVERSITY OF IDAHO
FEATURE GROUPS**

DESCRIPTION - BASIC OPERATING FEATURES (Continued)

- Distinctive Ringing -** Permits a station user to determine by the cadence of the ringing, whether a call is internal or external.
- Station-to-Station Calling -** Allows station users to call each other using intercom dialing.
- Touch Call -** Equips all station lines for touch call dialing.

DESCRIPTIONS – CENTRANET FEATURE LIST

- Call Forwarding -** Provides the option of fixed and/or variable forwarding of a station's incoming calls to a predetermined number. Fixed forwarding is established and changed by the Company. Variable forwarding is established and changed by the station user. This feature will forward all calls, or only those calls reaching a busy or no answer condition, to a predetermined number. Forwarding for hunt groups is available.
- Call Hold -** Allows a station user to place a call in progress on hold.
- Call Pick Up -** Direct - Permits a station user to pick up any ringing station in the business group by dialing a feature code plus the ringing station's intercom number. The ringing station is not required to be in the same pick-up group.
- Call Pick Up -** Extended - Permits a station user to dial a code to extend call pick-up to groups other than its own.
- Call Pick Up -** Group - Permits a station user to dial a code to answer a call that is ringing at another station within the call pick up group.
- Call Transfer -** Allows a station user to transfer a call to another party.
- Call Waiting/Cancel -** Allows a station user to cancel the Call Waiting feature for the duration of a single call.
- Call Waiting Terminating / Cancel** Alerts the called party, with a beep, that an incoming call is waiting.



**EXHIBIT 2
UNIVERSITY OF IDAHO
FEATURE GROUPS**

DESCRIPTIONS – CENTRANET FEATURE LIST (Continued)

- Dial Call Waiting -** Allows a station user to send a Call Waiting tone when calling a busy station, even if the called station does not have the Call Waiting feature. Dial Call Waiting is restricted to calls both placed and received within the same customer group.
- Hunting (Directory Number) -** Activates hunting when any of the directory numbers of the individual lines in the hunt group are called. If the called line is busy, hunting will start with the called line and continue to the end of the list.
- Hunting (Pilot Number) -** Searches for an idle line beginning with the first member of the hunt group and ending with the last member.
- Hunting (Secretarial) -** Searches for an idle line beginning with the group member dialed and ending with the last member in the group.
- Last Number Redial -** Allows a station user to redial the last number dialed by dialing a code instead of redialing the entire telephone number.
- Station Restriction -** Prevents a station user from making or receiving calls outside the business group. Calls cannot be routed beyond this restriction by an attendant or through any indirect means such as Call Transfer, Call Forwarding or Call Pick-Up.
- Three Way Calling -** Permits a station user to put one party on hold, reach a third party, and bring all three parties together in a three-way connection.
- Toll Restriction -** Prevents customer designated stations from placing chargeable toll calls.
- Circular Hunting -** Searches for an idle line beginning with the number dialed, proceeding to the last member in the hunt group, wrapping around to the first member, and ending with the member preceding the one that was dialed.
- Multiple Classes of Service -** Enables the customer to assign each station a class of service which defines the station's calling privileges and restrictions.



**EXHIBIT 2
UNIVERSITY OF IDAHO
FEATURE GROUPS**

DESCRIPTIONS – CENTRANET FEATURE LIST (Continued)

**Uniform Call Distribution
(UCD)**

Provides an even distribution of incoming network and intercom calls among the individual main stations of a hunt group.

Off-Hook Queuing -

Allows a station user to remain off-hook and wait for an idle trunk in order to complete a dialed call.

Ringback Queuing -

Permits a station user with activated queuing to hang up and wait for a trunk to become idle. When a trunk is available, the station user is notified by a distinctive ringing tone.



**AMENDMENT NO. 1
TO THE
AGREEMENT FOR CENRANET AND OTHER SERVICES
BETWEEN
THE REGENTS OF THE UNIVERSITY OF IDAHO
AND
VERIZON NORTHWEST INC. ("VERIZON")**

ATTACHMENT 2

This is Amendment No. 1 ("Amendment No. 1") to the Agreement for CentraNet and other Services (the "Agreement") between The Regents of the University of Idaho ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into an Agreement for CentraNet and other Services executed and effective February 3, 2003 and filed with the Commission February 20, 2003 as SC1-03;

Whereas, subsequent to the execution of the Agreement, Verizon determined that the network facilities used to provide the Service under this Agreement, including switching facilities, would not support the delivery of Last Number Redial, a feature included in "Feature Group Student Enhanced" Feature Package; and

Whereas, the purpose of this Amendment No. 1 is to modify the Agreement to reflect a prospective reduction in the Monthly Recurring Charge for "Feature Group Student Enhanced" Feature Package, remove Last Number Redial from the list of features supported under the "Feature Group Student Enhanced" Feature Package and provide Customer with a credit reflecting the difference between the revised charge and the charge billed and paid based on the number of lines with this Feature Package commencing when the affected lines were placed in-service under the Agreement.

The Agreement is modified as follows:

1. Attachment A. Under "Charges," the Monthly Recurring Charges ("MRC") for "Feature Group Student Enhanced" is adjusted as follows:

| <u>FEATURE GROUP</u> | <u>OLD MRC</u> | <u>NEW MRC</u> |
|--------------------------------|----------------|----------------|
| Feature Group Student Enhanced | \$1.50/line | \$1.46/line |

2. Exhibit A. "Last Number Redial" is removed from the CentraNet Feature List of the "Feature Group Student Enhanced". The revised Features for "Feature Group Student Enhanced" are as follows: Call Forwarding, Call Hold, Call Transfer, Call Waiting/Cancel, Call Waiting Terminating/Cancel, Station Restriction, Three-Way Calling, and Toll Restriction.
3. Verizon will issue Customer a credit for all "Feature Group Student Enhanced" lines placed in-service from the in-service date of the affected lines (those with "Feature Group Student Enhanced") to the effective date of this Amendment No. 1. Customer's credit will reflect the difference between the rate billed and paid for the "Feature Group Student Enhanced", and the revised rate Customer will pay for the "Feature Group Student Enhanced" without the Last Number Redial feature as set forth in item 1 above.
4. This rate reduction will become effective upon final execution of this Amendment No. 1 by both parties and will apply to the entire term of the Agreement.
5. Customer must sign, date and return this Amendment No. 1 to Verizon on or before August 31, 2003 or this reduction in the MRC for "Feature Group Student Enhanced", including credit for lines already placed in-service, will no longer be available.
6. This Amendment No. 1 will be co-terminus with the term period of the Agreement, which will expire February 23, 2004.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, The Regents of the University of Idaho and Verizon have caused this Amendment No. 1 to be executed by their duly authorized representatives.

“UNIVERSITY”
THE REGENTS OF THE UNIVERSITY OF IDAHO

“VERIZON”
VERIZON NORTHWEST INC.

Authorized Signature

Authorized Signature

Title

Title

Date

Date

**AMENDMENT NO. 2
TO THE
AGREEMENT FOR CENRANET AND OTHER SERVICES
BETWEEN
THE REGENTS OF THE UNIVERSITY OF IDAHO
AND
VERIZON NORTHWEST INC. ("VERIZON")**

ATTACHMENT 3

This is Amendment No. 2 ("Amendment No. 2") to the Agreement for CentraNet and other Services (the "Agreement") between The Regents of the University of Idaho ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into an Agreement for CentraNet and other Services executed and effective February 3, 2003 and filed with the Commission February 20, 2003 as SC1-03;

Whereas, the parties amended the Agreement by Amendment No. 1 executed and effective June 26, 2003 and filed with the Commission July 3, 2003 as SC1-03;

Whereas, the purpose of this Amendment No. 2 is solely to extend the term of the Agreement for no more than sixty (60) days in order to finalize the changes to the rates and charges as well as the term period for the Services covered under the Agreement.

The Agreement is modified as follows:

1. The term of the Agreement shall be extended only for the period February 23, 2004 through April 23, 2004 (the "Extension Term").
2. The Rates set forth in the Agreement, as amended, shall remain in effect for this limited Extension Term period.
3. Customer must sign, date and return this Amendment No. 2 to Verizon on February 23, 2004 so that Verizon may also sign and date this Amendment No. 2 on February 23, 2004. If this Amendment No. 2 is not fully executed by Verizon and Customer (signed and dated by both parties on February 23, 2004), the Agreement will be deemed expired, and Services reverted to tariff, or, disconnected if no tariff service is available. Once the Agreement is expired it can no longer be amended to extend the term or for any other purpose.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, AS AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, The Regents of the University of Idaho and Verizon have caused this Amendment No. 2 to be executed by their duly authorized representatives.

**"UNIVERSITY"
THE REGENTS OF THE UNIVERSITY OF IDAHO**

**"VERIZON"
VERIZON NORTHWEST INC.**

Authorized Signature

Authorized Signature

Title

Title

Date

Date

**AMENDMENT NO. 3
TO THE
AGREEMENT FOR CENRANET AND OTHER SERVICES
BETWEEN
THE REGENTS OF THE UNIVERSITY OF IDAHO
AND
VERIZON NORTHWEST INC. ("VERIZON")**

ATTACHMENT 4

This is Amendment No. 3 ("Amendment No. 3") to the Agreement for CentraNet and other Services (the "Agreement") between The Regents of the University of Idaho ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into an Agreement for CentraNet and other Services executed and effective February 3, 2003 and filed with the Commission February 20, 2003 as SC1-03;

Whereas, the parties amended the Agreement by Amendment No. 1 executed and effective June 26, 2003 and filed with the Commission July 3, 2003 as SC1-03;

Whereas, the parties amended the Agreement by Amendment No. 2 executed and effective February 23, 2004 and filed with the Commission on February 23, 2004;

Whereas, the purpose of this Amendment No. 3 is to extend the term of the Agreement for three (3) years, adjust the minimum quantity requirement, pricing and implement a trunk to total CentraNet Lines in Service ratio for the extension term.

The Agreement is modified as follows:

1. Provided that this Amendment No. 3 is executed and effective on or before April 23, 2004, the term of the Agreement shall be extended to April 23, 2007 (the "Extension Term"). Provided this Amendment No. 3 is executed and effective prior to April 23, 2004, the in-service date will be the date after this Amendment No. 3 has been filed with the Commission and on which Verizon has completed its order processing to implement the new Service rates reflect in this Amendment No. 3.
2. Section 2. Term. The second paragraph of this Section is deleted, and there are no further optional renewal periods available under the Agreement.
3. For the Extension Term, the following Monthly Recurring Charges will be in effect:

| <u>Service</u> | <u>MRC</u> |
|--------------------------------|--------------|
| ANALOG CENTRANET | |
| 4501+ lines | \$5.25/line |
| 3001-4500 lines | \$5.50/line |
| 2001-3000 lines | \$5.75/line |
| 1001-2000 lines | \$6.00/line |
| 501-1000 lines | \$6.25/line |
| FEATURE GROUPS | |
| Feature Group Administration | \$2.50/line |
| Feature Group Student Basic | \$0.90/line |
| Feature Group Student Enhanced | \$1.46/line |
| CENTRANET ISDN | |
| Multipoint Line Access | \$14.50/line |
| B-Voice, per channel | \$3.00/line |
| B-Data, per channel | \$7.00/line |
| MBKS Deluxe | \$5.00/line |
| Singlepoint Line Access | \$13.50/line |
| B-Voice, per channel | \$3.00/line |
| B-Data, per channel | \$7.00/line |
| MBKS Deluxe | \$5.00/line |

STATION MESSAGE DETAIL

Recording, per line \$0.40/line

OTHER:

Customer Moves and Changes, per line \$0.40/line

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges.

- 4. Early Termination Charge Exceptions as reflected in Verizon's tariff do not apply and are not available with respect to the Services under this Agreement, as amended.

- 5. Minimum Quantity Requirement. The Minimum Quantity Requirement in the Agreement is deleted and replaced with the following Minimum Quantity Requirement, which shall be effective during the Extension Term:

"In the event Customer's combined in-service quantity of Analog CentraNet and ISDN Multipoint and Singlepoint lines falls below five hundred one (501), the basic termination liability charge below is applicable for the quantity of Service reduced and will be calculated based upon the total number of lines below 501.

To maintain the pricing set forth in this Agreement the Customer must maintain a combined minimum quantity of five hundred and one (501) Analog CentraNet and ISDN Multipoint and Singlepoint lines in-service at all times during the term of the Agreement. In the event Customer's Analog CentraNet and ISDN Multipoint and Singlepoint lines falls below 501, basic termination liability will apply, the Agreement will terminate and Service will revert to applicable tariff (including tariff rates, terms and conditions) if a tariff service offering is available. If no tariff service offering is available, any Service defined in this Agreement as a non-tariffed Service offering will terminate."

- 6. During the Extension Term, the trunk (Network Access Register or NAR) to CentraNet station lines in-service (Analog & Digital) ratio will be 1:22. The Federal End-User Common Line Charge (EUCL or SLC) will be applied on a per-trunk basis. In the event Customer fails to maintain this ratio, the Agreement will terminate and Customer's Service will revert to tariff, if a tariff service offering is available. Any Service not provided pursuant to tariff will terminate. Verizon will adjust the NARs to a 1:22 ratio within ten (10) business days after the Effective Date of this Amendment No. 3 (the date when Amendment No. 3 is fully executed by both parties) and charges will be applied to Customer's account accordingly. Thereafter, for the term of Amendment No. 3, with each subsequent order from the Customer, Verizon will adjust the NARS to maintain the 1:22 ratio and charges will be billed accordingly.
- 7. This Amendment No. 3 must be fully executed (signed by both parties) on or before April 23, 2004. Customer must sign, date and return this Amendment No. 3 to Verizon on or before April 19, 2004. If this Amendment No. 3 is not fully executed and effective by April 23, 2004, the Agreement will terminate. Service provided pursuant to tariff will revert to tariff, including tariff rates, terms and conditions. If Service is not available pursuant to tariff, Service will terminate.
- 8. This Amendment No. 3 shall be effective upon execution by both parties. This Agreement shall be filed with the Idaho Public Utilities Commission. Customer acknowledges that Service (including the Monthly Recurring Charges shown above) cannot be provided until this Amendment is fully executed, effective and placed in-service.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, AS AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, The Regents of the University of Idaho and Verizon have caused this Amendment No. 3 to be executed by their duly authorized representatives.

1. **“UNIVERSITY”** **“VERIZON”**
THE REGENTS OF THE UNIVERSITY OF IDAHO **VERIZON NORTHWEST INC.**

Authorized Signature

Authorized Signature

Title

Title

Date

Date

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

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

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.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21 - 22, 2007

INSTITUTION / AGENCY AGENDA
COLLEGE AND UNIVERSITIES OF THE STATE BOARD

SUBJECT

Intercollegiate Athletics Reports of revenues, expenditures, number of participants, and gender equity plans.

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 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.

In fiscal years 2005 and 2006, the Legislature passed House Bill 805 (HB805), House Bill 395 (HB395), and Senate Bill 1263 (SB1263), respectively. These bills provided additional one-time salary increases for eligible state employees, and the institutions expended these additional amounts in addition to the established limits for both General Education and Institutional Limits as outlined at the bottom of page 3. Board staff has reviewed the data submitted by the institutions; there does not appear to be any violations to the limit policy.

The Finance Committee requested the institutions submit reports showing the status of attaining gender equity in athletics. Those reports are attached in Attachment 7. Title IX of the Education Amendments of 1972 is the federal legislation that bans sex discrimination in schools, whether it is in academics or athletics. Title IX states: "No person in the U.S. shall, on the basis of sex be excluded from participation in, or denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal aid."

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21 - 22, 2007

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

In regard to intercollegiate athletics, the Department of Education's Office for Civil Rights (OCR) issued a **Clarification of Intercollegiate Athletics Policy Guidance: The Three-Part Test** in 1996 to analyze if an institution is in compliance:

First, financial assistance must be substantially proportionate to the ratio of male and female athletes.

Second, the selection of sports and the level of competition must accommodate the students' interests and abilities using the three factors listed below:

1. Participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.
2. Where the members of one sex have been and are underrepresented among intercollegiate athletes, whether the institution can show a history and continuing practice of program expansion which is demonstrably responsive to the developing interests and abilities of that sex.
3. Where the members of one sex are underrepresented among intercollegiate athletes and the institution cannot show a continuing practice of program expansion, whether it can be demonstrated that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.

Third, all other benefits, opportunities, and treatments afforded sports participants are to be equivalent, but not necessarily identical including equipment and supplies, scheduling games and practices, travel expenses, availability and compensation of coaches, quality of facilities, medical services, housing, dining, and recruitment.

In March of 2005, new federal guidelines were released by the OCR that created an alternative way for colleges to be in compliance with the gender equity law. Schools may now use an e-mail survey to show an insufficient interest among female students which would indicate compliance under the third factor noted above.

However, in a USA Today article after the release of the new guidelines, NCAA President Myles Brand said he was "disappointed" and doubted if the new guidelines and use of the Internet would determine interest in or encourage the growth of women's sports stating "the e-mail survey suggested in the clarification will not provide an adequate indicator of interest among young women to participate in college sports, nor does it encourage young women to participate -- a failure that will likely stymie the growth of women's athletics and could reverse the progress made over the last three decades."

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21 - 22, 2007

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

Appraisal of compliance is on a program-wide basis, not on a sport-by-sport basis.

IMPACT

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

Also included are the gender equity reports for each institution showing an original base year of 1999, the current 2005 base year, and the number of years needed to attain equity. The reports also show the breakdown by gender of full-time students, athletes, and the annual student athlete aid. Finally, the gender equity reports show the participants by sport for both men's and women's programs which show the addition or elimination of any programs.

ATTACHMENTS

The following charts and worksheets are provided:

| | | |
|--------------|--|---------|
| Attachment 1 | Chart identifying the Board limits from general Education appropriated funds and from institutional funds. All institutions are within the limits. | Page 5 |
| Attachment 2 | Chart identifying the revenue by major source for institution. Displays the relationship among the funding sources. | Page 7 |
| Attachment 3 | Chart identifying the revenue by major source as a percent of the total athletic revenue. | Page 8 |
| Attachment 4 | Athletic departments fund balance at fiscal year end. | Page 9 |
| Attachment 5 | Chart displaying students participating in athletic Programs and the number of students participating who are on scholarships, both full-ride scholarships and partial scholarships. | Page 10 |

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21 - 22, 2007**

INSTITUTION / AGENCY AGENDA

COLLEGE AND UNIVERSITIES OF THE STATE BOARD - continued

- Attachment 6 Intercollegiate Athletic report worksheets for each institution consisting of five pages each. The reports identify actual revenue and expenditures for Fiscal Years 2002 through 2006 and estimated revenue and expenditures for Fiscal Year 2007. 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. Page 11-33
- Attachment 7 Gender Equity report plans for each institution Page 35-38

STAFF COMMENTS AND RECOMMENDATIONS

There are no estimated negative year-end end fund balances. (Page 9)

The format for the athletics report changed in FY 2006 in order to replicate the reports required by the National Collegiate Athletic Association (NCAA). Therefore, amounts in some rows will start in FY 2006 because they were not separately tracked in the old format or amounts will only be shown through FY 2005 as those are now included in other rows starting in FY 2006.

The table below shows how many years it will take each institution to attain gender equity when comparing enrollment and financial aid to the number of varsity athletes. The table also shows the primary revenue source (sport revenues, student fees, boosters, or state support) which will be relied upon to fund this progress toward attainment:

| | <u>Athletes</u> | <u>Fin. Aid</u> | <u>Revenue Source</u> |
|---------------------------|-----------------|-----------------|-----------------------|
| Boise State University | 14 years | + 16 years | State Support |
| Idaho State University | 7 " | + 7 " | State Support |
| University of Idaho | + 5 " | current | State Support |
| Lewis-Clark State College | + 5 " | 4 " | Fee Waivers |

Staff recommends acceptance of the report.

BOARD ACTION

A motion to accept the Annual Intercollegiate Athletics and Gender Equity reports as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

State Board of Education

Intercollegiate Athletics Support Limits

Attachment 1

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 Calculation of Limits: | FY03 | FY04 | FY05 | FY06 | FY07 | |
|-----------------------------------|-----------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 2 General Education Funds: | | | | | | |
| 3 General Education Allocation: | | | | | | |
| 4 | General Account | 213,558,800 | 218,000,000 | 223,366,200 | 233,182,000 | 243,726,400 |
| 5 | Endowment | 13,635,900 | 11,964,700 | 10,020,500 | 9,519,600 | 7,624,800 |
| 6 | Student Fee Revenue | 67,127,300 | 97,207,800 | 97,207,800 | 107,907,800 | 119,823,900 |
| 6b | | | (14,902,400) | | | |
| 7 | Total | <u>294,322,000</u> | <u>312,270,100</u> | <u>330,594,500</u> | <u>350,609,400</u> | <u>371,175,100</u> |
| 8 | % Growth from Prior Year | -6.55% | 6.10% | 5.87% | 6.05% | 5.87% |
| 9 | | | | | | |
| 10 | Limits: | | | | | |
| 11 | Universities | 1,745,400 | 1,851,800 | 1,960,500 | 2,079,200 | 2,201,200 |
| 12 | % Growth from Prior Year | -6.54% | 6.10% | 5.87% | 6.05% | 5.87% |
| 13 | Lewis-Clark State College | 648,900 | 688,500 | 728,900 | 773,000 | 818,300 |
| 14 | % Growth from Prior Year | -6.54% | 6.10% | 5.87% | 6.05% | 5.86% |
| 15 | | | | | | |
| 16 | Institutional Funds: | | | | | |
| 17 | Limits: | | | | | |
| 18 | Boise State University | 273,100 | 289,800 | 306,800 | 325,400 | 344,500 |
| 19 | % Growth from Prior Year | -6.54% | 6.11% | 5.87% | 6.06% | 5.87% |
| 20 | Idaho State University | 382,300 | 405,600 | 429,400 | 455,400 | 482,100 |
| 21 | % Growth from Prior Year | -6.55% | 6.09% | 5.87% | 6.05% | 5.86% |
| 22 | University of Idaho | 546,200 | 579,500 | 613,500 | 650,600 | 688,800 |
| 23 | % Growth from Prior Year | -6.55% | 6.10% | 5.87% | 6.05% | 5.87% |
| 24 | Lewis-Clark State College | 109,200 | 115,900 | 122,700 | 130,100 | 137,700 |
| 25 | % Growth from Prior Year | -6.59% | 6.14% | 5.87% | 6.03% | 5.84% |

Note: House Bills 805 (HB805, FY05) and 395 (HB395, FY 06) provided an additional 1% (one-time) salary increase for eligible employees. Senate Bill 1263 (SB1263, FY06) provided an additional 3% (ongoing) salary increase for eligible employees. For compliance with these statutes, 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.

| Institution | FY 2005 HB 805 | | FY 2006 HB 395 | |
|---------------------------|------------------------------|-------------------------------------|------------------------------|-------------------------------------|
| | General Fund Limit Increases | Institutional Funds Limit Increases | General Fund Limit Increases | Institutional Funds Limit Increases |
| Boise State University | \$15,418 | \$27,701 | \$25,531 | \$37,826 |
| Idaho State University | \$15,359 | \$0 | \$17,350 | \$0 |
| University of Idaho | \$13,971 | \$8,087 | \$18,000 | \$8,000 |
| Lewis Clark State College | \$3,634 | \$0 | \$3,549 | \$0 |

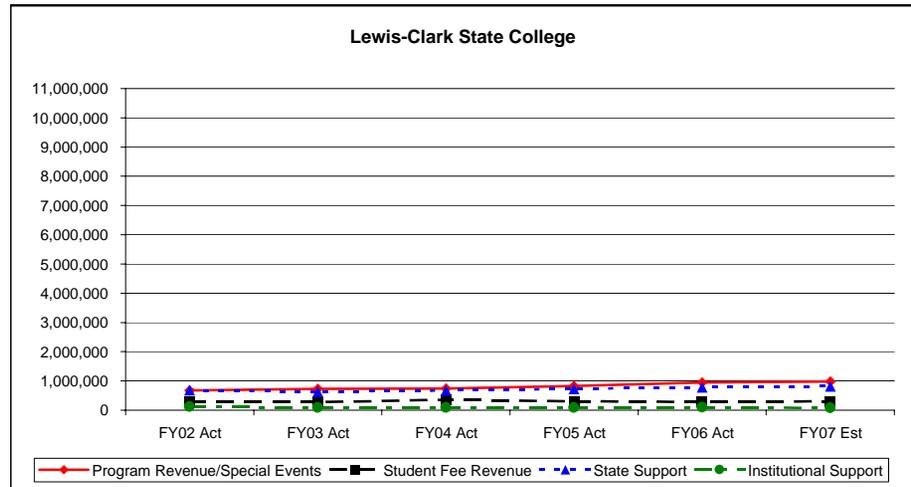
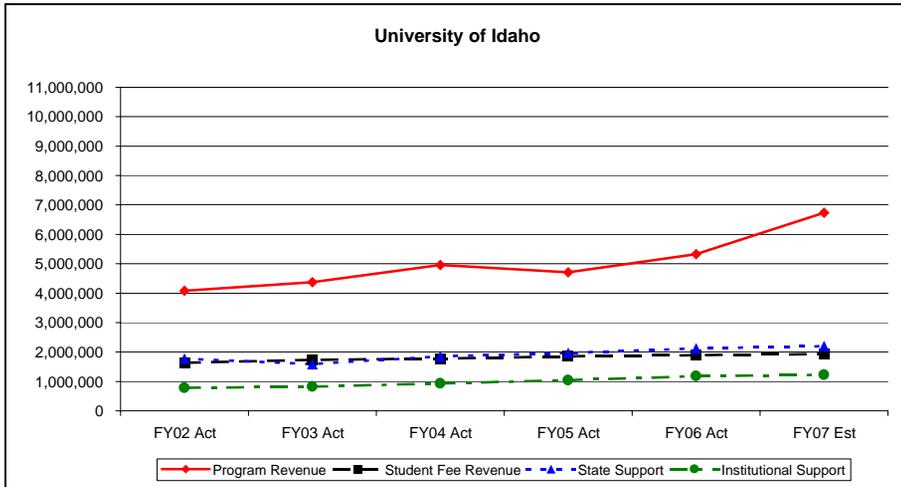
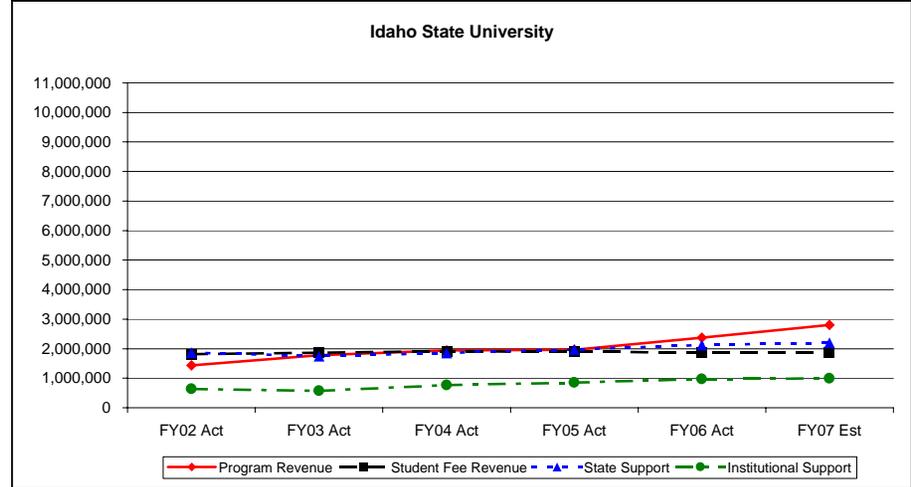
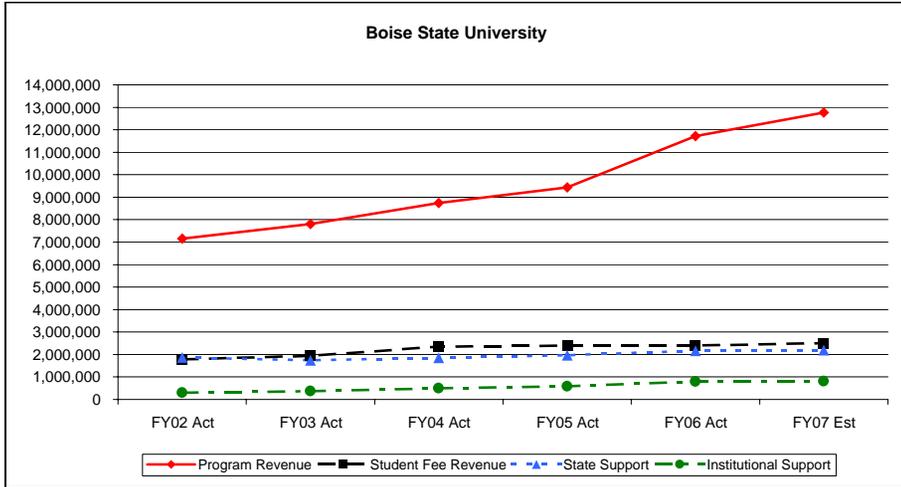
| Institution | FY 2006 SB 1263 | |
|---------------------------|------------------------------|-------------------------------------|
| | General Fund Limit Increases | Institutional Funds Limit Increases |
| Boise State University | \$11,534 | \$0 |
| Idaho State University | \$23,662 | \$0 |
| University of Idaho | \$21,600 | \$13,700 |
| Lewis Clark State College | \$7,240 | \$0 |

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Intercollegiate Athletics Report

Revenue by Major Source

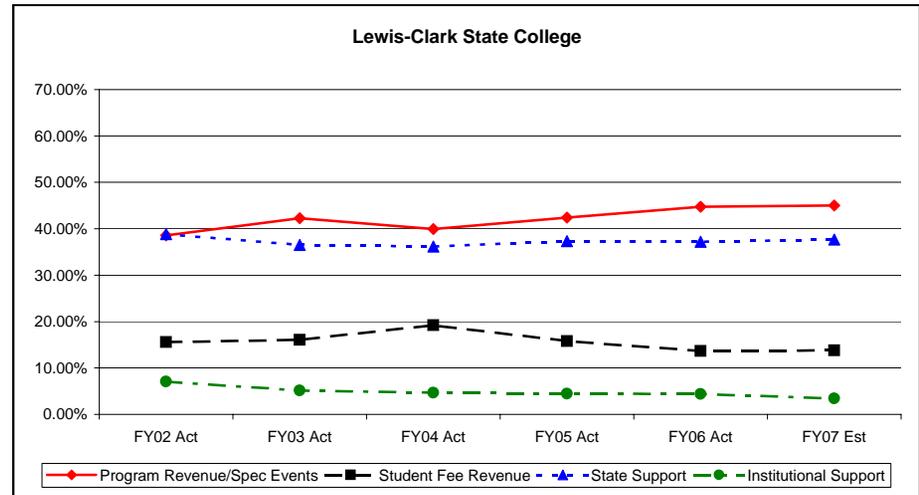
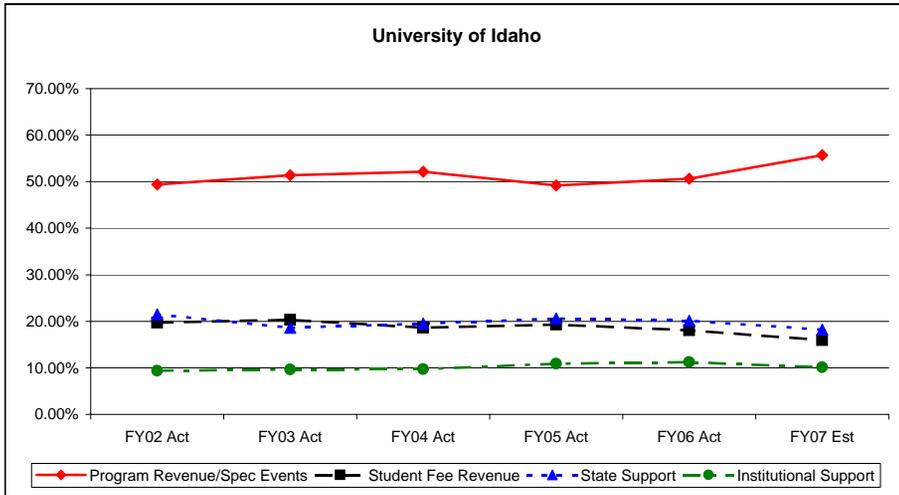
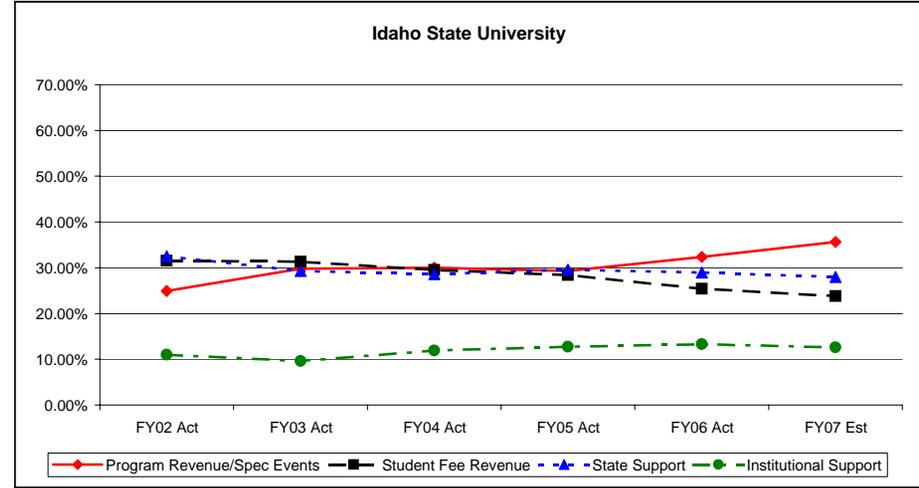
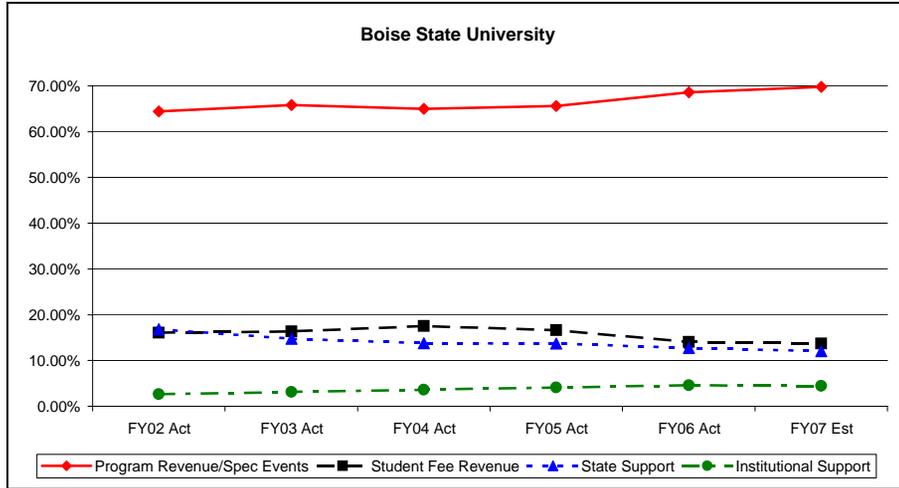
Attachment 2



Intercollegiate Athletics Report

Revenue as a Percent of Total Revenue by Major Source

Attachment 3

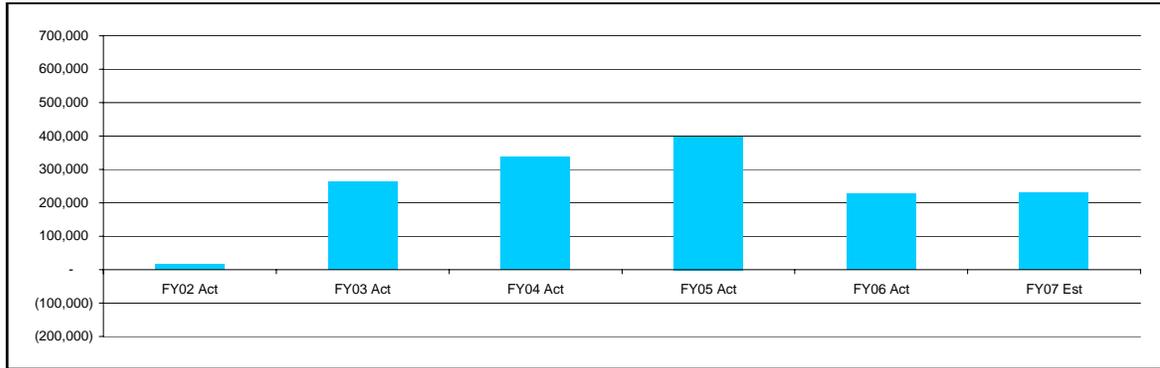


Intercollegiate Athletic Report

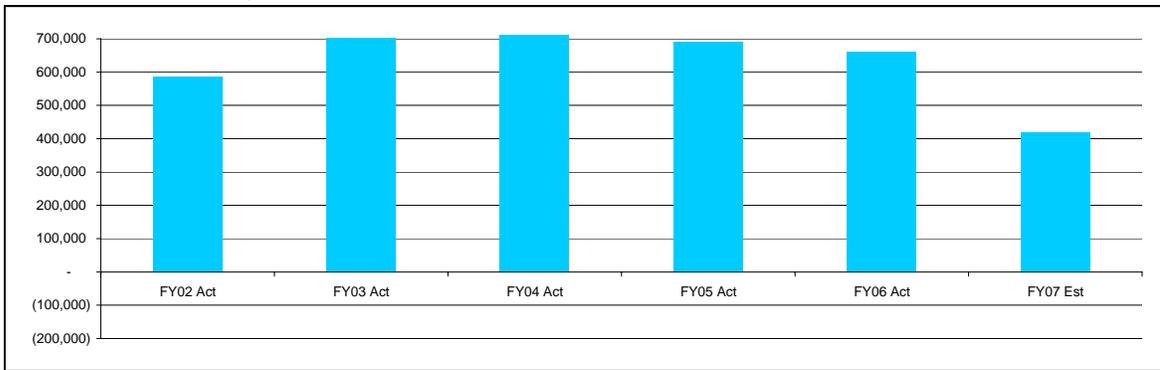
Fiscal Year Ending Fund Balance for Athletic Program by Institution

Boise State University

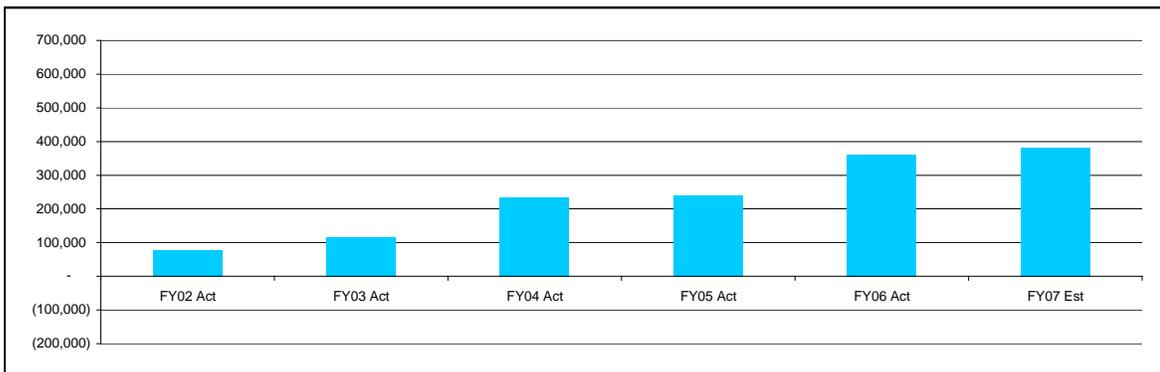
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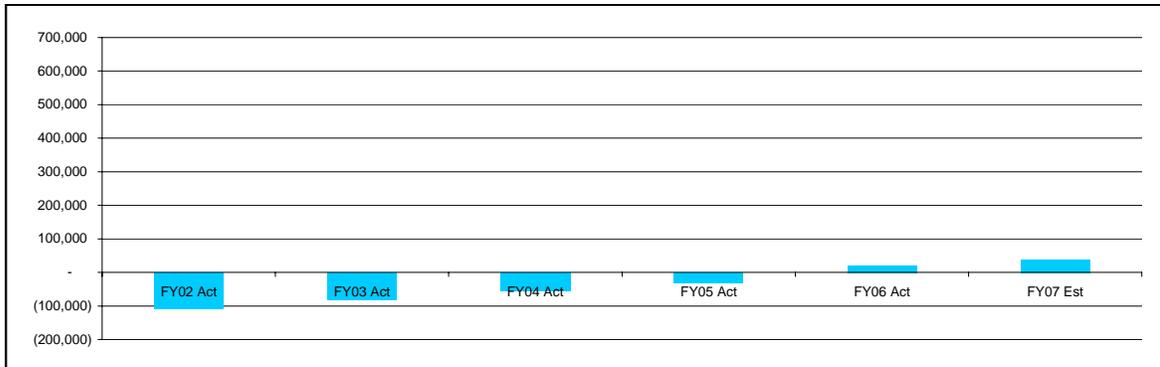
Idaho State University



University of Idaho



Lewis-Clark State College

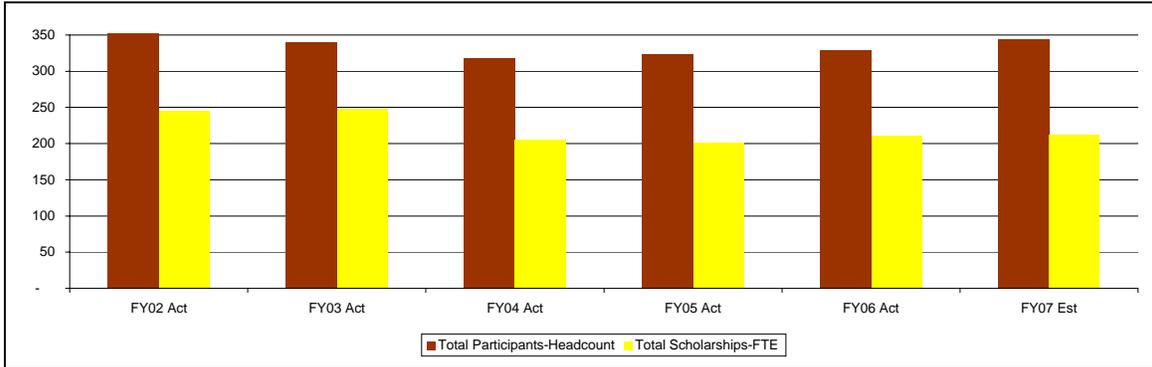


Intercollegiate Athletic Report

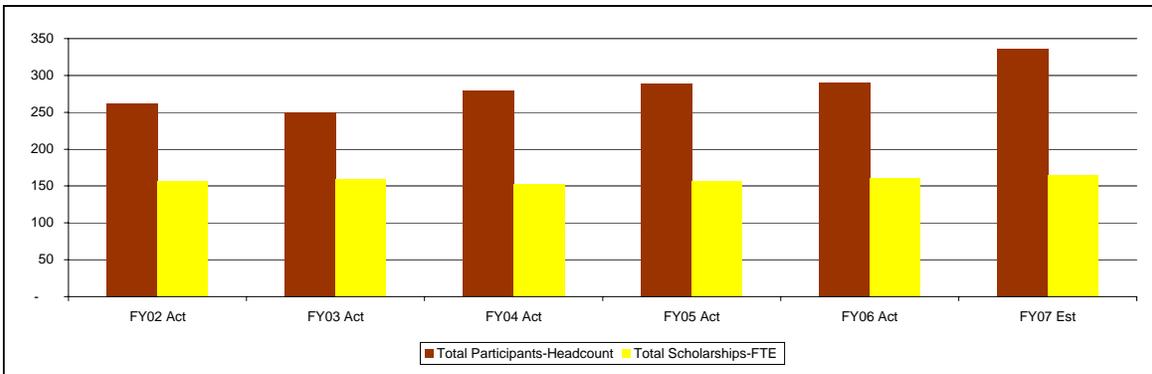
Athletic Participation and Scholarships

Boise State University

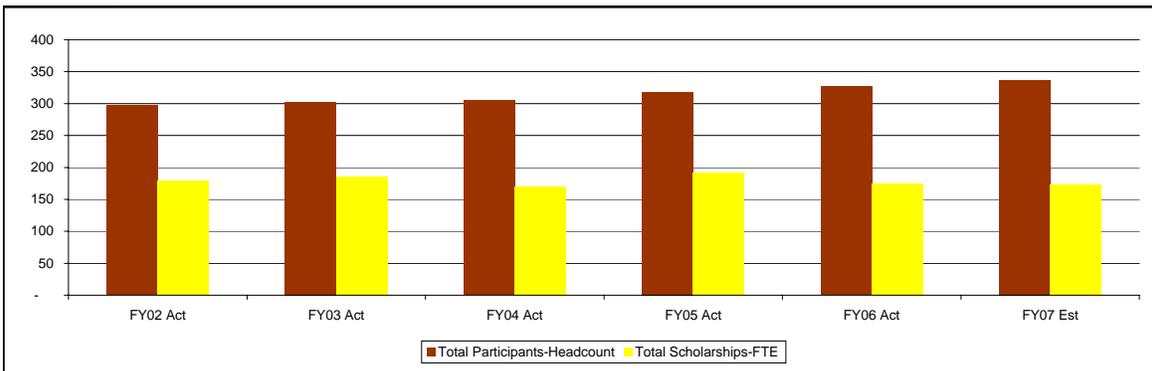
Attachment 5



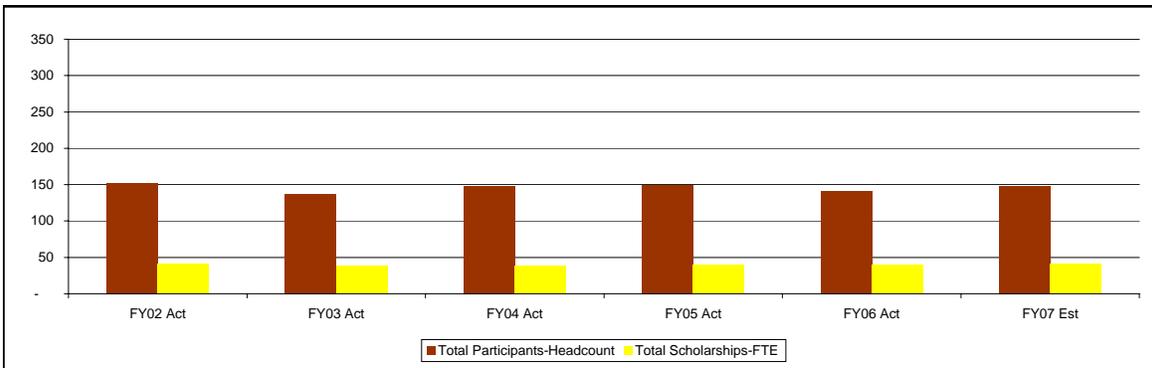
Idaho State University



University of Idaho



Lewis-Clark State College



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

| <u>Revenues/Expend/Fund Balance</u> | <u>FY02 Act</u> | <u>FY03 Act</u> | <u>FY04 Act</u> | <u>FY05 Act</u> | <u>FY06 Act</u> | <u>FY07 Est</u> |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 1 Revenue: | | | | | | |
| 2 Program Revenue: | | | | | | |
| 3 Ticket Sales | 1,921,066 | 2,442,818 | 2,593,821 | 3,568,743 | 3,845,490 | 3,763,701 |
| 4 Game Guarantees | 518,200 | 581,500 | 327,500 | | 767,850 | 360,000 |
| 5 Contributions | 2,207,963 | 1,816,973 | 2,715,310 | 1,921,897 | 2,771,494 | 3,632,921 |
| 6 NCAA/Conference/Tournaments | 893,379 | 1,110,239 | 959,078 | 1,711,618 | 1,350,712 | 1,899,478 |
| 7 TV/Radio/Internet Rights | 175,050 | 94,750 | 748 | 914 | 1,291 | 41,609 |
| 8 Program/Novelty/Concessions/Parking | 1,253,559 | 1,406,037 | 1,698,619 | 1,643,124 | 555,806 | 598,317 |
| 9 Royalty, Advertisement, Sponsorship | | | | | 1,809,906 | 1,825,814 |
| 10 Endowment/Investment Income | | | | | 310,000 | 403,245 |
| 11 Other | 183,391 | 354,486 | 441,916 | 591,234 | 310,644 | 236,315 |
| 12 Total Program Revenue | 7,152,608 | 7,806,803 | 8,736,992 | 9,437,530 | 11,723,193 | 12,761,400 |
| 13 Non-Program Revenue: | | | | | | |
| 14 NCAA/Bowl/World Series | 134,815 | 518,162 | 425,833 | 586,860 | 396,261 | 26,600 |
| 15 Student Fees | 1,785,622 | 1,935,752 | 2,358,376 | 2,390,045 | 2,401,225 | 2,510,052 |
| 16 Direct State/Govt Support | 1,867,500 | 1,745,300 | 1,851,700 | 1,975,918 | 2,173,601 | 2,201,200 |
| 17 Appropriated Gender Equity | | 94,000 | 200,000 | 279,872 | 417,872 | 467,872 |
| 18 Direct Institutional Support | 292,200 | 273,100 | 289,800 | 306,800 | 371,574 | 344,500 |
| 19 Subtotal State/Institutional Support | 2,159,700 | 2,112,400 | 2,341,500 | 2,562,590 | 2,963,047 | 3,013,572 |
| 20 Total Non-Program Revenue | 4,080,137 | 4,566,314 | 5,125,709 | 5,539,495 | 5,760,533 | 5,550,224 |
| 21 Subtotal Operating Revenue | 11,232,745 | 12,373,117 | 13,862,701 | 14,977,025 | 17,483,726 | 18,311,624 |
| 22 Non-Cash Revenue | | | | | | |
| 23 Third Party Support | | | | | 184,100 | 184,100 |
| 24 Indirect Institutional Support | | | | | | |
| 25 Non-Cash Revenue | | | | | | |
| 26 OST Revenue | | | | | 1,414,672 | 1,554,490 |
| 27 Subtotal Non-Cash Revenue | 0 | 0 | 0 | 0 | 1,598,772 | 1,738,590 |
| 28 Total Revenue: | 11,232,745 | 12,373,117 | 13,862,701 | 14,977,025 | 19,082,498 | 20,050,214 |
| 29 | | | | | | |
| 30 Expenditures | | | | | | |
| 31 Operating Expenditures: | | | | | | |
| 32 Athletics Student Aid | 1,478,656 | 1,853,990 | 2,073,650 | 2,326,436 | 2,493,504 | 2,848,382 |
| 33 Guarantees | 245,266 | 272,800 | 286,600 | 446,826 | 420,647 | 482,600 |
| 34 Coaching Salary/Benefits | 2,106,347 | 2,018,106 | 2,415,834 | 2,616,651 | 4,161,675 | 4,776,824 |
| 35 Admin Staff Salary/Benefits | 1,446,693 | 1,620,609 | 1,770,897 | 2,259,379 | 3,314,763 | 3,407,943 |
| 36 Fringe Benefits/Severance Payments | 1,052,014 | 1,099,314 | 1,298,313 | 1,493,325 | | |
| 37 Recruiting | 260,651 | 387,037 | 277,394 | 303,091 | 308,093 | 300,700 |
| 38 Team Travel | 1,165,340 | 1,008,151 | 1,203,302 | 995,236 | 1,451,587 | 1,488,722 |
| 39 Equipment, Uniforms and Supplies | 2,166,451 | 1,996,648 | 2,623,531 | 2,314,223 | 1,466,317 | 716,685 |
| 40 Game Expenses | | | | | 471,023 | 464,529 |
| 41 Fund Raising, Marketing, Promotion | | | | | 332,110 | 303,155 |
| 42 Direct Facilities/Maint/Rentals | 268,440 | 582,222 | 555,137 | 839,834 | 1,218,080 | 1,182,358 |
| 43 Debt Service on Facilities | 823,069 | 839,591 | 868,116 | 888,294 | 668,508 | 1,112,655 |
| 44 Spirit Groups | | | | | 23,077 | 61,465 |
| 45 Medical Expenses & Insurance | 45,314 | 63,899 | 52,410 | 29,819 | 49,427 | 42,140 |
| 46 Memberships & Dues | | | | | 450,613 | 529,782 |
| 47 NCAA/Special Event/Bowls | 173,964 | 385,091 | 361,737 | 403,297 | 264,748 | 25,204 |
| 48 Other Operating Expenses | | | | | 560,445 | 566,779 |
| 49 Subtotal Operating Expenditures | 11,232,205 | 12,127,458 | 13,786,921 | 14,916,411 | 17,654,617 | 18,309,923 |
| 50 Non-Cash Expenditures | | | | | | |
| 51 3rd Party Coaches Compensation | | | | | 184,100 | 184,100 |
| 52 3rd Party Admin Staff Compensation | | | | | | |
| 53 Indirect Facilities & Admin Support | | | | | | |
| 54 Non-Cash Expense | | | | | | |
| 55 OST Expense | | | | | 1,414,672 | 1,554,490 |
| 56 Subtotal Non-Cash Expenditures | 0 | 0 | 0 | 0 | 1,598,772 | 1,738,590 |
| 57 Total Expenditures: | 11,232,205 | 12,127,458 | 13,786,921 | 14,916,411 | 19,253,389 | 20,048,513 |
| 58 | | | | | | |
| 59 Net Income/(deficit) | 540 | 245,659 | 75,780 | 60,614 | (170,891) | 1,701 |
| 60 | | | | | | |
| 61 Ending Fund Balance 6/30 | 16,376 | 262,035 | 337,815 | 398,429 | 227,538 | 229,239 |
| 62 | | | | | | |
| 63 Sport Camps & Clinics | | | | | | |
| 64 Revenue | 397,657 | 376,588 | 418,918 | 411,925 | 245,242 | 400,000 |
| 65 Coach Compensation from Camp | | | | | 221,871 | 150,000 |
| 66 Camp Expenses | 404,317 | 389,797 | 325,073 | 447,947 | 172,366 | 250,000 |
| 67 Total Expenses | 404,317 | 389,797 | 325,073 | 447,947 | 394,237 | 400,000 |
| 68 Net Income from Camps | -6,660 | -13,209 | 93,845 | -36,022 | -148,995 | 0 |

Note: Revenue/expenses associated with Fiesta Bowl proceeds are not included in above numbers.

Ath. Dept . will provide estimates as soon as possible, with a full and detailed accounting to follow.

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

| Revenue by Program: | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 1 General Revenue: | | | | | | |
| 2 Student Fees | 1,785,622 | 1,935,752 | 2,358,376 | 2,390,045 | 2,401,225 | 2,510,052 |
| 3 Contributions | 2,207,963 | 1,816,973 | 2,715,310 | 1,921,897 | 2,771,494 | 3,632,921 |
| 4 State Support | 1,867,500 | 1,745,300 | 1,851,700 | 1,975,918 | 2,173,601 | 2,201,200 |
| 5 Appropriated Gender Equity | 0 | 94,000 | 200,000 | 279,872 | 417,872 | 467,872 |
| 6 Institutional Support | 292,200 | 273,100 | 289,800 | 306,800 | 371,574 | 344,500 |
| 7 NCAA/Conference | | | | | 1,350,712 | 1,899,478 |
| 8 TV/Radio/Internet | | | | | 1,291 | 41,609 |
| 9 Concessions/program/etc. | | | | | 555,806 | 598,317 |
| 10 Advertising/sponsorship/Royalty | | | | | 1,809,906 | 1,825,814 |
| 11 Endowments | | | | | 310,000 | 403,245 |
| 12 NCAA/Bowl/World Series | 134,815 | 518,162 | 425,833 | 586,860 | 396,261 | 26,600 |
| 13 Other | 1,272,671 | 1,565,968 | 1,913,127 | 1,948,473 | 310,644 | 236,315 |
| 14 Total General Revenue | 7,560,771 | 7,949,255 | 9,754,146 | 9,409,865 | 12,870,386 | 14,187,923 |
| 15 Revenue By Sport: | | | | | | |
| 16 Men's Programs: | | | | | | |
| 17 Football | | | | | | |
| 18 Ticket Sales | 1,310,537 | 1,857,899 | 1,885,801 | 2,933,633 | 3,303,872 | 3,224,512 |
| 19 Game Guarantees | 475,000 | 575,000 | 325,000 | | 725,000 | 360,000 |
| 20 Other (Tourn/Bowl/Conf) | 668,642 | 735,537 | 613,321 | 1,008,792 | | |
| 21 Basketball | | | | | | |
| 22 Ticket Sales | 590,676 | 555,205 | 681,320 | 609,254 | 518,411 | 510,230 |
| 23 Fundraising | | | | | | |
| 24 Game Guarantees | 40,000 | | | | 25,000 | |
| 25 Other (Tourn/Bowl/Conf) | 227,955 | 240,553 | 202,031 | 340,409 | | |
| 26 Track & Field/Cross Country | 46,105 | 58,364 | 50,301 | 87,141 | 2,085 | 1,468 |
| 27 Tennis | 17,868 | 22,229 | 19,242 | 38,732 | 1,000 | |
| 28 Baseball | | | | | | |
| 29 Wrestling | 28,728 | 35,560 | 33,609 | 52,865 | 1,175 | 2,446 |
| 30 Golf | 17,868 | 22,205 | 19,182 | 34,897 | | |
| 31 Volleyball | | | | | | |
| 32 Total Men's Sport Revenue | 3,423,379 | 4,102,552 | 3,829,807 | 5,105,723 | 4,576,543 | 4,098,656 |
| 33 Women's Programs | | | | | | |
| 34 Volleyball | | | | | | |
| 35 Ticket Sales | 1,307 | | 2,541 | 2,729 | 2,115 | 4,403 |
| 36 Fundraising | | | | | | |
| 37 Game Guarantees | | | | | | |
| 38 Other (Tourn/Bowl/Conf) | 35,735 | 37,362 | 31,972 | 51,249 | | |
| 39 Basketball | | | | | | |
| 40 Ticket Sales | 15,012 | 15,809 | 13,103 | 13,801 | 15,373 | 12,650 |
| 41 Fundraising | | | | | | |
| 42 Game Guarantees | | 5,000 | | | 11,000 | |
| 43 Other (Tourn/Bowl/Conf) | 30,971 | 38,329 | 35,239 | 59,276 | | |
| 44 Track & Field/Cross Country | 55,039 | 67,966 | 58,392 | 104,371 | 2,325 | 1,468 |
| 45 Tennis | 17,868 | 22,205 | 20,182 | 34,232 | | |
| 46 Gymnastics | 39,062 | 43,820 | 35,594 | 58,034 | 3,134 | 6,524 |
| 47 Golf | 17,868 | 24,205 | 19,182 | 35,049 | | |
| 48 Soccer | 35,735 | 44,410 | 43,363 | 68,465 | 2,850 | |
| 49 Softball | | | | | | |
| 50 Skiing | | 22,205 | 19,182 | 34,232 | | |
| 51 Swimming | | | | | | |
| 52 Total Women's Sport Rev | 248,597 | 321,311 | 278,750 | 461,438 | 36,797 | 25,045 |
| 53 Total Revenue | 11,232,747 | 12,373,118 | 13,862,703 | 14,977,026 | 17,483,726 | 18,311,624 |

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

| Expenditures by Sport | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 54 Administrative and General | | | | | | |
| 55 Athletic Director Office | 763,607 | 867,034 | 903,375 | 981,235 | 1,093,827 | 1,047,200 |
| 56 Fund Raising Office | 638,987 | 1,038,848 | 1,145,545 | 1,190,981 | 590,146 | 587,160 |
| 57 Academics Support | | | | | 612,474 | 687,478 |
| 58 Media Relations | 247,702 | 232,845 | 280,771 | 287,224 | 545,529 | 333,381 |
| 59 Marketing and Promotions | | | | | 427,625 | 387,401 |
| 60 Ticket Office | 174,230 | 165,323 | 176,757 | 199,302 | 513,198 | 279,750 |
| 61 Athletic Training Room | 199,079 | 199,077 | 303,579 | 340,717 | 388,608 | 410,311 |
| 62 Memberships and Dues | | | | | 450,613 | 529,782 |
| 63 Facilities Mtn & Debt Service | 1,501,219 | 1,290,198 | 1,355,158 | 1,628,859 | 1,774,643 | 2,375,246 |
| 64 Capital Improvements | 60,688 | 121,071 | 141,358 | 191,909 | 621,414 | 531,850 |
| 65 Other Miscellaneous | 952,646 | 1,312,563 | 1,432,107 | 1,751,440 | 1,831,083 | 1,746,326 |
| 66 Total Admin & General | 4,538,158 | 5,226,959 | 5,738,650 | 6,571,667 | 8,849,160 | 8,915,885 |
| 67 | | | | | | |
| 68 Men's Programs: | | | | | | |
| 69 Football | 2,932,242 | 2,806,025 | 3,318,890 | 3,482,093 | 4,007,802 | 4,460,651 |
| 70 Basketball | 783,070 | 771,674 | 849,573 | 974,026 | 942,367 | 1,031,134 |
| 71 Track & Field/Cross Country | 267,707 | 258,541 | 298,858 | 309,118 | 342,174 | 331,654 |
| 72 Tennis | 168,846 | 216,829 | 264,240 | 261,411 | 262,102 | 250,177 |
| 73 Baseball | | | | | | |
| 74 Wrestling | 270,152 | 230,955 | 280,280 | 324,303 | 306,217 | 331,814 |
| 75 Golf | 83,265 | 167,976 | 181,630 | 137,347 | 126,292 | 99,006 |
| 76 Volleyball | | | | | | |
| 77 Rodeo | | | | | | |
| 78 Total Men's Programs | 4,505,282 | 4,452,000 | 5,193,471 | 5,488,298 | 5,986,954 | 6,504,436 |
| 79 | | | | | | |
| 80 Women's Programs | | | | | | |
| 81 Volleyball | 354,366 | 408,368 | 459,139 | 437,285 | 443,030 | 453,245 |
| 82 Basketball | 539,275 | 615,368 | 649,773 | 678,056 | 646,831 | 663,311 |
| 83 Track & Field/Cross Country | 335,100 | 304,661 | 349,718 | 360,705 | 400,203 | 386,361 |
| 84 Tennis | 185,655 | 222,893 | 247,374 | 251,387 | 217,438 | 219,281 |
| 85 Gymnastics | 330,064 | 309,759 | 382,997 | 419,425 | 384,594 | 398,175 |
| 86 Golf | 139,628 | 201,316 | 234,223 | 200,946 | 189,529 | 141,933 |
| 87 Soccer | 304,675 | 333,484 | 374,605 | 356,601 | 378,530 | 360,284 |
| 88 Softball | | | | | | |
| 89 Skiing | | 52,650 | 156,971 | 152,041 | 159,666 | 0 |
| 90 Swimming | | | | | | 267,010 |
| 91 Rodeo | | | | | | |
| 92 Total Women's Programs | 2,188,763 | 2,448,499 | 2,854,800 | 2,856,446 | 2,819,821 | 2,889,600 |
| 93 | | | | | | |
| 94 Total Expenditures | 11,232,203 | 12,127,458 | 13,786,921 | 14,916,411 | 17,655,935 | 18,309,921 |

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

| Participants by Sport | | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|------------------------------|--------------------------------------|----------|----------|----------|----------|----------|----------|
| 95 | Men's Programs: | | | | | | |
| 96 | Football | 118 | 111 | 115 | 108 | 109 | 108 |
| 97 | Basketball | 14 | 15 | 13 | 14 | 13 | 14 |
| 98 | Track & Field/Cross Country | 38 | 35 | 35 | 29 | 31 | 35 |
| 99 | Tennis | 11 | 11 | 9 | 10 | 12 | 10 |
| 100 | Baseball | | | | | | |
| 101 | Wrestling | 27 | 31 | 22 | 30 | 28 | 25 |
| 102 | Golf | 11 | 12 | 12 | 10 | 11 | 13 |
| 103 | Volleyball | | | | | | |
| 104 | Rodeo | | | | | | |
| 105 | Total Male Participation | 219 | 215 | 206 | 201 | 204 | 205 |
| 106 | Women's Programs | | | | | | |
| 107 | Volleyball | 18 | 15 | 13 | 13 | 13 | 15 |
| 108 | Basketball | 13 | 15 | 13 | 14 | 13 | 14 |
| 109 | Track & Field/Cross Country | 37 | 35 | 35 | 34 | 29 | 30 |
| 110 | Tennis | 8 | 8 | 8 | 8 | 9 | 9 |
| 111 | Gymnastics | 22 | 19 | 14 | 16 | 15 | 18 |
| 112 | Golf | 8 | 7 | 8 | 8 | 8 | 10 |
| 113 | Soccer | 27 | 26 | 21 | 25 | 30 | 28 |
| 114 | Softball | | | | | | |
| 115 | Skiing | | | | 5 | 8 | 0 |
| 116 | Swimming | | | | | 0 | 15 |
| 117 | Rodeo | | | | | | |
| 118 | Total Female Participation | 133 | 125 | 112 | 123 | 125 | 139 |
| 119 | Total Participants | 352 | 340 | 318 | 324 | 329 | 344 |
| | Full Ride Scholarships (Hdct) | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
| 120 | Men's Programs: | | | | | | |
| 121 | Football | 72.0 | 77.0 | 85.0 | 85.5 | 85.0 | 85.0 |
| 122 | Basketball | 11.0 | 11.0 | 11.5 | 11.5 | 12.0 | 12.0 |
| 123 | Track & Field/Cross Country | 2.0 | 6.0 | 4.0 | 3.0 | 3.0 | 4.0 |
| 124 | Tennis | 0.0 | 0.0 | | 1.0 | 1.0 | 3.0 |
| 125 | Baseball | | | | | | |
| 126 | Wrestling | 0.0 | 2.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| 127 | Golf | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 128 | Volleyball | | | | | | |
| 129 | Subtotal | 85.0 | 96.0 | 100.5 | 102.0 | 101.0 | 105.0 |
| 130 | Women's Programs | | | | | | |
| 131 | Volleyball | 10.0 | 9.0 | 12.0 | 9.5 | 11.5 | 12.0 |
| 132 | Basketball | 10.0 | 12.0 | 13.0 | 12.5 | 13.0 | 14.0 |
| 133 | Track & Field/Cross Country | 4.0 | 4.0 | 5.0 | 5.0 | 7.0 | 6.0 |
| 134 | Tennis | 7.0 | 7.0 | 8.0 | 7.0 | 9.0 | 8.0 |
| 135 | Gymnastics | 10.0 | 11.0 | 11.0 | 11.0 | 9.0 | 12.0 |
| 136 | Golf | 2.0 | 2.0 | 1.0 | 4.0 | 4.0 | 4.0 |
| 137 | Soccer | 2.0 | 2.0 | 2.0 | 1.0 | 0.0 | 1.0 |
| 138 | Skiing | | | 1.0 | 3.0 | 0.0 | 0.0 |
| 139 | Softball | | | | | | |
| 140 | Swimming | | | | | | |
| 141 | Subtotal | 45.0 | 47.0 | 53.0 | 53.0 | 53.5 | 57.0 |
| 142 | Total Full Ride Scholarships | 130.0 | 143.0 | 153.5 | 155.0 | 154.5 | 162.0 |

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

| | | | | | | | |
|-----|--|--------|--------|-------|-------|-------|-------|
| 143 | Partial Scholarships by Sport (FTE) | | | | | | |
| 144 | Men's Programs: | | | | | | |
| 145 | Football | 7.00 | 6.00 | 1.11 | 0.00 | 0.00 | 0.00 |
| 146 | Basketball | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 147 | Track & Field/Cross Country | 18.00 | 13.00 | 8.27 | 7.85 | 8.76 | 5.88 |
| 148 | Tennis | 8.00 | 8.00 | 3.78 | 3.18 | 3.50 | 1.50 |
| 149 | Baseball | | | | | | |
| 150 | Wrestling | 21.00 | 20.00 | 8.40 | 9.14 | 9.63 | 8.69 |
| 151 | Golf | 8.00 | 8.00 | 4.01 | 3.69 | 4.00 | 4.30 |
| 152 | Volleyball | | | | | | |
| 153 | Rodeo | | | | | | |
| 154 | Subtotal | 62.00 | 55.00 | 25.57 | 23.86 | 25.89 | 20.37 |
| 155 | Women's Programs | | | | | | |
| 156 | Volleyball | 3.00 | 0.00 | | 1.53 | 1.19 | 0.00 |
| 157 | Basketball | 2.00 | 0.00 | 0.29 | 1.63 | 2.15 | 0.00 |
| 158 | Track & Field/Cross Country | 20.00 | 24.00 | 9.53 | 7.31 | 10.33 | 11.20 |
| 159 | Tennis | 0.00 | 0.00 | 0.25 | 0.00 | 0.00 | 0.00 |
| 160 | Gymnastics | 4.00 | 1.00 | 1.00 | 0.58 | 2.15 | 0.62 |
| 161 | Golf | 5.00 | 5.00 | 4.63 | 1.39 | 1.96 | 2.94 |
| 162 | Soccer | 19.00 | 20.00 | 9.02 | 9.74 | 11.44 | 12.38 |
| 163 | Softball | | | | | | |
| 164 | Skiing | | | 1.00 | 0.04 | 1.15 | 0.00 |
| 165 | Swimming | | | | | 0.00 | 2.23 |
| 166 | Rodeo | | | | | | |
| 167 | Subtotal | 53.00 | 50.00 | 25.72 | 22.22 | 30.37 | 29.37 |
| 168 | Total Partial Scholarships | 115.00 | 105.00 | 51.29 | 46.08 | 56.26 | 49.74 |

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

| Revenues/Expend/Fund Balance | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|---|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 Revenue: | | | | | | |
| 2 Program Revenue: | | | | | | |
| 3 Ticket Sales | 348,763 | 441,856 | 526,837 | 303,364 | 335,711 | 377,000 |
| 4 Game Guarantees | 141,000 | 211,888 | 185,510 | 287,500 | 271,000 | 550,000 |
| 5 Contributions | 289,558 | 367,848 | 343,327 | 329,975 | 601,112 | 625,000 |
| 6 NCAA/Conference/Tournaments | 284,468 | 373,151 | 423,041 | 394,651 | 408,261 | 422,000 |
| 7 TV/Radio/Internet Rights | 11,088 | 10,893 | 14,314 | 4,300 | 8,575 | 8,755 |
| 8 Program/Novelty/Concessions/Parking | 17,000 | 17,000 | 17,000 | 17,000 | 17,000 | 17,000 |
| 9 Royalty, Advertisement, Sponsorship | 266,668 | 262,861 | 364,585 | 547,001 | 607,938 | 685,000 |
| 10 Endowment/Investment Income | 24,550 | 23,870 | 470 | 46,730 | 23,590 | 24,370 |
| 11 Other | 47,179 | 66,307 | 63,384 | 29,736 | 95,268 | 96,000 |
| 12 Total Program Revenue | 1,430,274 | 1,775,674 | 1,938,468 | 1,960,257 | 2,368,455 | 2,805,125 |
| 13 Non-Program Revenue: | | | | | | |
| 14 NCAA/Bowl/World Series | | | | | | |
| 15 Student Fees | 1,812,229 | 1,867,895 | 1,908,073 | 1,896,971 | 1,862,016 | 1,872,529 |
| 16 Direct State/Govt Support | 1,867,500 | 1,745,300 | 1,851,700 | 1,975,859 | 2,120,212 | 2,201,200 |
| 17 Appropriated Gender Equity | 300,000 | 300,000 | 443,500 | 526,500 | 626,500 | 626,500 |
| 18 Direct Institutional Support | 333,240 | 273,640 | 327,100 | 327,200 | 347,700 | 365,500 |
| 19 Subtotal State/Institutional Support | 2,500,740 | 2,318,940 | 2,622,300 | 2,829,559 | 3,094,412 | 3,193,200 |
| 20 Total Non-Program Revenue | 4,312,969 | 4,186,835 | 4,530,373 | 4,726,530 | 4,956,428 | 5,065,729 |
| 21 Subtotal Operating Revenue | 5,743,243 | 5,962,509 | 6,468,841 | 6,686,787 | 7,324,883 | 7,870,854 |
| 22 Non-Cash Revenue | | | | | | |
| 23 Third Party Support | | | | | | |
| 24 Indirect Institutional Support | | | | | | |
| 25 Non-Cash Revenue | 104,468 | 121,348 | 166,898 | 134,965 | 671,436 | 225,000 |
| 26 OST Revenue | 792,480 | 764,460 | 815,100 | 849,600 | 920,150 | 992,400 |
| 27 Subtotal Non-Cash Revenue | 896,948 | 885,808 | 981,998 | 984,565 | 1,591,586 | 1,217,400 |
| 28 Total Revenue: | 6,640,191 | 6,848,317 | 7,450,839 | 7,671,352 | 8,916,469 | 9,088,254 |
| 29 | | | | | | |
| 30 Expenditures | | | | | | |
| 31 Operating Expenditures: | | | | | | |
| 32 Athletics Student Aid | 1,255,692 | 1,305,437 | 1,410,249 | 1,606,427 | 1,655,684 | 1,688,725 |
| 33 Guarantees | 63,600 | 70,500 | 115,888 | 39,500 | 47,500 | 42,750 |
| 34 Coaching Salary/Benefits | 1,280,987 | 1,387,210 | 1,392,989 | 1,495,688 | 1,710,132 | 1,913,677 |
| 35 Admin Staff Salary/Benefits | 1,089,677 | 1,029,576 | 1,109,249 | 1,246,438 | 1,337,241 | 1,458,876 |
| 36 Severance Payments | | | | | | |
| 37 Recruiting | 202,329 | 209,937 | 210,111 | 211,425 | 298,292 | 240,810 |
| 38 Team Travel | 476,887 | 503,131 | 643,587 | 617,600 | 679,810 | 922,822 |
| 39 Equipment, Uniforms and Supplies | 446,459 | 407,911 | 490,125 | 376,491 | 313,292 | 383,767 |
| 40 Game Expenses | 158,650 | 143,427 | 147,543 | 92,477 | 60,132 | 218,945 |
| 41 Fund Raising, Marketing, Promotion | 8,143 | 12,871 | 22,600 | 63,887 | 38,497 | 196,500 |
| 42 Direct Facilities/Maint/Rentals | 158,562 | 170,641 | 215,143 | 95,936 | 146,384 | 107,111 |
| 43 Debt Service on Facilities | | | | | | |
| 44 Spirit Groups | 59,233 | 77,776 | 100,194 | 144,613 | 104,906 | 136,111 |
| 45 Medical Expenses & Insurance | 50,090 | 134,183 | 227,823 | 227,357 | 256,778 | 294,932 |
| 46 Memberships & Dues | 42,494 | 43,416 | 41,266 | 41,739 | 40,051 | 46,335 |
| 47 NCAA/Special Event/Bowls | 0 | 0 | 0 | 0 | 0 | 0 |
| 48 Other Operating Expenses | 217,961 | 347,353 | 303,951 | 479,129 | 664,314 | 462,553 |
| 49 Subtotal Operating Expenditures | 5,510,764 | 5,843,369 | 6,430,718 | 6,738,707 | 7,353,013 | 8,113,914 |
| 50 Non-Cash Expenditures | | | | | | |
| 51 3rd Party Coaches Compensation | | | | | | |
| 52 3rd Party Admin Staff Compensation | | | | | | |
| 53 Indirect Facilities & Admin Support | | | | | | |
| 54 Non-Cash Expense | 104,468 | 121,348 | 166,898 | 134,965 | 671,436 | 225,000 |
| 55 OST Expense | 792,480 | 764,460 | 815,100 | 849,600 | 920,150 | 992,400 |
| 56 Subtotal Non-Cash Expenditures | 896,948 | 885,808 | 981,998 | 984,565 | 1,591,586 | 1,217,400 |
| 57 Total Expenditures: | 6,407,712 | 6,729,177 | 7,412,716 | 7,723,272 | 8,944,599 | 9,331,314 |
| 58 | | | | | | |
| 59 Net Income/(deficit) | 232,479 | 119,140 | 38,123 | (51,920) | (28,130) | (243,060) |
| 60 | | | | | | |
| 61 Ending Fund Balance 6/30 | 584,029 | 703,169 | 741,292 | 689,372 | 661,242 | 418,182 |
| 62 | | | | | | |
| 63 Sport Camps & Clinics | | | | | | |
| 64 Revenue | 212,310 | 162,157 | 120,804 | 131,802 | 174,387 | 130,000 |
| 65 Coach Compensation from Camp | 112,286 | 101,793 | 119,410 | 114,770 | 99,623 | 84,500 |
| 66 Camp Expenses | 63,166 | 61,395 | 47,246 | 34,114 | 60,045 | 45,500 |
| 67 Total Expenses | 175,452 | 163,188 | 166,656 | 148,884 | 159,668 | 130,000 |
| 68 Net Income from Camps | 36,858 | -1,031 | -45,852 | -17,082 | 14,719 | 0 |

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

| Revenue by Program: | | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|----------------------------|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 1 | General Revenue: | | | | | | |
| 2 | Student Fees | 1,812,229 | 1,867,895 | 1,908,073 | 1,896,971 | 1,862,016 | 1,872,529 |
| 3 | Contributions | 289,558 | 367,848 | 343,327 | 329,975 | 601,112 | 625,000 |
| 4 | State Support | 1,867,500 | 1,745,300 | 1,851,700 | 1,975,859 | 2,120,212 | 2,201,200 |
| 5 | Appropriated Gender Equity | 300,000 | 300,000 | 443,500 | 526,500 | 626,500 | 626,500 |
| 6 | Institutional Support | 333,240 | 273,640 | 327,100 | 327,200 | 347,700 | 365,500 |
| 7 | NCAA/Conference | 284,468 | 373,151 | 423,041 | 394,651 | 408,261 | 422,000 |
| 8 | TV/Radio/Internet | 11,088 | 10,893 | 14,314 | 4,300 | 8,575 | 8,755 |
| 9 | Concessions/program/etc. | 17,000 | 17,000 | 17,000 | 17,000 | 17,000 | 17,000 |
| 10 | Advertising/sponsorship/Royalty | 266,668 | 262,861 | 364,585 | 547,001 | 607,938 | 685,000 |
| 11 | Endowments | 24,550 | 23,870 | 470 | 46,730 | 23,590 | 24,370 |
| 12 | NCAA/Bowl/World Series | | | | | | |
| 13 | Other | 24,067 | 45,612 | 41,398 | 13,357 | 95,268 | 89,000 |
| 14 | Total General Revenue | 5,230,368 | 5,288,070 | 5,734,508 | 6,079,544 | 6,718,172 | 6,936,854 |
| 15 | Revenue By Sport: | | | | | | |
| 16 | Men's Programs: | | | | | | |
| 17 | Football | | | | | | |
| 18 | Ticket Sales | 192,206 | 253,943 | 325,130 | 167,432 | 178,384 | 165,000 |
| 19 | Game Guarantees | 70,000 | 80,000 | 100,000 | 190,000 | 200,000 | 325,000 |
| 20 | Other (Tourn/Bowl/Conf) | | | | | | |
| 21 | Basketball | | | | | | |
| 22 | Ticket Sales | 131,896 | 167,212 | 175,653 | 103,776 | 100,272 | 175,000 |
| 23 | Fundraising | | | | | | |
| 24 | Game Guarantees | 67,000 | 122,798 | 77,430 | 80,000 | 71,000 | 225,000 |
| 25 | Other (Tourn/Bowl/Conf) | | | | | | |
| 26 | Track & Field/Cross Country | 4,516 | 3,323 | 982 | 6,393 | 1,030 | 1,000 |
| 27 | Tennis | 1,236 | 1,849 | 855 | 1,316 | | |
| 28 | Baseball | | | | | | |
| 29 | Wrestling | | | | | | |
| 30 | Golf | 5,986 | 3,169 | 10,770 | 995 | | |
| 31 | Volleyball | | | | | | |
| 32 | Total Men's Sport Revenue | 472,840 | 632,294 | 690,820 | 549,912 | 550,686 | 891,000 |
| 33 | Women's Programs | | | | | | |
| 34 | Volleyball | | | | | | |
| 35 | Ticket Sales | 4,093 | 2,442 | 3,955 | 2,797 | 3,867 | 3,000 |
| 36 | Fundraising | | | | | | |
| 37 | Game Guarantees | | 1,500 | | | | |
| 38 | Other (Tourn/Bowl/Conf) | | | | | | |
| 39 | Basketball | | | | | | |
| 40 | Ticket Sales | 11,970 | 11,681 | 15,693 | 18,241 | 48,150 | 25,000 |
| 41 | Fundraising | | | | | | |
| 42 | Game Guarantees | 4,000 | 4,000 | 7,000 | 17,500 | | |
| 43 | Other (Tourn/Bowl/Conf) | | | | | | 10,000 |
| 44 | Track & Field/Cross Country | 5,008 | 2,337 | 4,223 | 8,128 | 1,030 | 1,000 |
| 45 | Tennis | 901 | 1,598 | 1,355 | 903 | | |
| 46 | Gymnastics | | | | | | |
| 47 | Golf | 5,490 | 1,393 | 2,205 | 1,508 | | |
| 48 | Soccer | 8,573 | 17,194 | 9,082 | 8,254 | 2,978 | 4,000 |
| 49 | Softball | | | | | | |
| 50 | Skiing | | | | | | |
| 51 | Swimming | | | | | | |
| 52 | Total Women's Sport Rev | 40,035 | 42,145 | 43,513 | 57,331 | 56,025 | 43,000 |
| 53 | Total Revenue | 5,743,243 | 5,962,509 | 6,468,841 | 6,686,787 | 7,324,883 | 7,870,854 |

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

| Expenditures by Sport | | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|------------------------------|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 54 | Administrative and General | | | | | | |
| 55 | Athletic Director Office | 662,196 | 749,284 | 997,345 | 1,063,878 | 714,640 | 717,260 |
| 56 | Fund Raising Office | 183,830 | 184,734 | 245,724 | 233,217 | 233,835 | 215,132 |
| 57 | Academics Support | 799 | 5,783 | 112,283 | 128,883 | 197,769 | 225,000 |
| 58 | Media Relations | 131,320 | 115,070 | 127,386 | 156,552 | 192,034 | 193,800 |
| 59 | Marketing and Promotions | 63,758 | 64,032 | 140,575 | 285,591 | 250,907 | 283,186 |
| 60 | Ticket Office | | | | | | |
| 61 | Athletic Training Room | 124,962 | 141,703 | 153,288 | 185,986 | 177,277 | 218,540 |
| 62 | Memberships and Dues | | | | | | |
| 63 | Facilities Mtn & Debt Service | 85,000 | 85,000 | 85,000 | 85,000 | 85,000 | 85,000 |
| 64 | Capital Improvements | | | | | | |
| 65 | Other Miscellaneous | 345,203 | 341,479 | 338,621 | 208,048 | 582,988 | 697,685 |
| 66 | Total Admin & General | 1,597,068 | 1,687,085 | 2,200,222 | 2,347,155 | 2,434,450 | 2,635,603 |
| 67 | | | | | | | |
| 68 | Men's Programs: | | | | | | |
| 69 | Football | 1,466,203 | 1,521,858 | 1,640,164 | 1,623,316 | 1,769,956 | 2,060,267 |
| 70 | Basketball | 538,383 | 620,685 | 591,507 | 598,677 | 699,624 | 734,594 |
| 71 | Track & Field/Cross Country | 221,299 | 236,858 | 217,127 | 263,652 | 265,017 | 303,244 |
| 72 | Tennis | 81,023 | 92,795 | 92,826 | 121,252 | 101,968 | 111,650 |
| 73 | Baseball | | | | | | |
| 74 | Wrestling | | | | | | |
| 75 | Golf | 55,890 | 54,466 | 59,767 | 68,414 | 82,268 | 85,069 |
| 76 | Volleyball | | | | | | |
| 77 | Rodeo | | | | | | |
| 78 | Total Men's Programs | 2,362,798 | 2,526,662 | 2,601,391 | 2,675,311 | 2,918,833 | 3,294,824 |
| 79 | | | | | | | |
| 80 | Women's Programs | | | | | | |
| 81 | Volleyball | 305,768 | 317,522 | 330,619 | 305,098 | 344,992 | 346,103 |
| 82 | Basketball | 467,688 | 493,817 | 495,251 | 531,939 | 601,505 | 598,221 |
| 83 | Track & Field/Cross Country | 259,732 | 308,290 | 257,479 | 303,016 | 312,553 | 360,203 |
| 84 | Tennis | 127,278 | 118,660 | 137,650 | 126,282 | 142,087 | 138,983 |
| 85 | Gymnastics | | | | | | |
| 86 | Golf | 71,778 | 64,479 | 100,775 | 107,397 | 96,166 | 104,592 |
| 87 | Soccer | 318,654 | 326,854 | 307,331 | 338,714 | 354,939 | 346,094 |
| 88 | Softball | | | | 3,795 | 147,488 | 289,291 |
| 89 | Skiing | | | | | | |
| 90 | Swimming | | | | | | |
| 91 | Rodeo | | | | | | |
| 92 | Total Women's Programs | 1,550,898 | 1,629,622 | 1,629,105 | 1,716,241 | 1,999,730 | 2,183,487 |
| 93 | | | | | | | |
| 94 | Total Expenditures | 5,510,764 | 5,843,369 | 6,430,718 | 6,738,707 | 7,353,013 | 8,113,914 |

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

| Participants by Sport | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|---------------------------------|------------|------------|------------|------------|------------|------------|
| 95 Men's Programs: | | | | | | |
| 96 Football | 85 | 81 | 86 | 86 | 92 | 88 |
| 97 Basketball | 18 | 14 | 13 | 15 | 16 | 15 |
| 98 Track & Field/Cross Country | 33 | 33 | 44 | 50 | 48 | 48 |
| 99 Tennis | 8 | 10 | 12 | 7 | 8 | 7 |
| 100 Baseball | | | | | | |
| 101 Wrestling | | | | | | |
| 102 Golf | 11 | 11 | 14 | 10 | 8 | 8 |
| 103 Volleyball | | | | | | |
| 104 Rodeo | | | | | | |
| 105 Total Male Participation | 155 | 149 | 169 | 168 | 172 | 166 |
| 106 Women's Programs | | | | | | |
| 107 Volleyball | 11 | 12 | 12 | 11 | 14 | 13 |
| 108 Basketball | 18 | 14 | 14 | 14 | 18 | 15 |
| 109 Track & Field/Cross Country | 39 | 38 | 46 | 57 | 44 | 46 |
| 110 Tennis | 9 | 7 | 9 | 9 | 9 | 9 |
| 111 Gymnastics | | | | | | |
| 112 Golf | 7 | 6 | 8 | 9 | 10 | 10 |
| 113 Soccer | 23 | 24 | 21 | 21 | 23 | 23 |
| 114 Softball | | | | | | 18 |
| 115 Skiing | | | | | | |
| 116 Swimming | | | | | | |
| 117 Rodeo | | | | | | |
| 118 Total Female Participation | 107 | 101 | 110 | 121 | 118 | 134 |
| 119 Total Participants | 262 | 250 | 279 | 289 | 290 | 300 |

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

| Full Ride Scholarships (Hdct) | | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|--------------------------------------|--|----------|----------|----------|----------|----------|----------|
| 120 | Men's Programs: | | | | | | |
| 121 | Football | 53.0 | 52.0 | 51.0 | 53.0 | 51.0 | 51.0 |
| 122 | Basketball | 12.0 | 10.0 | 11.0 | 12.0 | 13.0 | 13.0 |
| 123 | Track & Field/Cross Country | | 1.0 | 1.0 | 1.0 | 2.0 | 1.0 |
| 124 | Tennis | | | | | | |
| 125 | Baseball | | | | | | |
| 126 | Wrestling | | | | | | |
| 127 | Golf | 1.0 | 1.0 | | | | |
| 128 | Volleyball | | | | | | |
| 129 | Subtotal | 66.0 | 64.0 | 63.0 | 66.0 | 66.0 | 65.0 |
| 130 | Women's Programs | | | | | | |
| 131 | Volleyball | 10.0 | 11.0 | 12.0 | 10.0 | 11.0 | 9.0 |
| 132 | Basketball | 15.0 | 14.0 | 12.0 | 13.0 | 11.0 | 13.0 |
| 133 | Track & Field/Cross Country | 1.0 | 3.0 | 0.0 | 1.0 | 0.0 | 0.0 |
| 134 | Tennis | 6.0 | 6.0 | 6.0 | 4.0 | 6.0 | 5.0 |
| 135 | Gymnastics | | | | | | |
| 136 | Golf | 3.0 | 0.0 | 5.0 | 4.0 | 1.0 | |
| 137 | Soccer | 5.0 | 5.0 | 5.0 | 4.0 | 2.0 | 3.0 |
| 138 | Skiing | | | | | | |
| 139 | Softball | | | | | | |
| 140 | Swimming | | | | | | |
| 141 | Subtotal | 40.0 | 39.0 | 40.0 | 36.0 | 31.0 | 30.0 |
| 142 | Total Full Ride Scholarships | 106.0 | 103.0 | 103.0 | 102.0 | 97.0 | 95.0 |
| 143 | Partial Scholarships by Sport (FTE) | | | | | | |
| 144 | Men's Programs: | | | | | | |
| 145 | Football | 6.70 | 10.35 | 10.60 | 7.69 | 12.89 | 11.00 |
| 146 | Basketball | 0.50 | 2.99 | 0.00 | 0.00 | 0.00 | 0.00 |
| 147 | Track & Field/Cross Country | 10.90 | 11.69 | 10.31 | 11.16 | 10.60 | 11.10 |
| 148 | Tennis | 4.02 | 4.61 | 4.50 | 4.50 | 4.50 | 4.00 |
| 149 | Baseball | | | | | | |
| 150 | Wrestling | | | | | | |
| 151 | Golf | 2.88 | 1.02 | 1.85 | 2.43 | 3.34 | 2.50 |
| 152 | Volleyball | | | | | | |
| 153 | Rodeo | | | | | | |
| 154 | Subtotal | 25.00 | 30.66 | 27.26 | 25.78 | 31.33 | 28.60 |
| 155 | Women's Programs | | | | | | |
| 156 | Volleyball | 0.47 | 0.50 | | 0.48 | 0.52 | 1.44 |
| 157 | Basketball | | | 0.50 | 0.50 | 1.87 | |
| 158 | Track & Field/Cross Country | 13.20 | 13.46 | 14.03 | 16.34 | 16.97 | 17.70 |
| 159 | Tennis | 2.25 | 1.49 | 1.00 | 2.06 | 1.01 | 2.21 |
| 160 | Gymnastics | | | | | | |
| 161 | Golf | 1.25 | 3.47 | 0.55 | 1.83 | 2.90 | 4.52 |
| 162 | Soccer | 8.26 | 6.90 | 6.89 | 7.57 | 9.54 | 8.42 |
| 163 | Softball | | | | | | 7.58 |
| 164 | Skiing | | | | | | |
| 165 | Swimming | | | | | | |
| 166 | Rodeo | | | | | | |
| 167 | Subtotal | 25.43 | 25.82 | 22.97 | 28.78 | 32.81 | 41.87 |
| 168 | Total Partial Scholarships | 50.43 | 56.48 | 50.23 | 54.56 | 64.14 | 70.47 |

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

| <u>Revenues/Expend/Fund Balance</u> | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|---|-----------|-----------|------------|------------|------------|------------|
| 1 Revenue (Detail): | | | | | | |
| 2 Program Revenue: | | | | | | |
| 3 Ticket Sales | 272,267 | 268,793 | 339,051 | 140,363 | 537,322 | 571,816 |
| 4 Game Guarantees | 1,307,800 | 1,155,800 | 1,059,612 | 894,552 | 951,500 | 1,275,000 |
| 5 Contributions | 1,468,537 | 1,623,694 | 2,018,715 | 2,151,204 | 2,145,814 | 2,244,475 |
| 6 NCAA/Conference/Tournaments | 260,837 | 328,985 | 451,326 | 523,353 | 952,382 | 1,519,666 |
| 7 TV/Radio/Internet Rights | 68,308 | 132,273 | 155,921 | 128,042 | 138,928 | 200,000 |
| 8 Program/Novelty/Concessions/Parking | 438,923 | 447,764 | 561,906 | 610,764 | 21,671 | 67,000 |
| 9 Royalty, Advertisement, Sponsorship | | | | | 349,565 | 495,000 |
| 10 Endowment/Investment Income | | | | | 177,541 | 178,500 |
| 11 Other | 270,129 | 420,310 | 373,959 | 263,959 | 51,636 | 184,000 |
| 12 Total Program Revenue | 4,086,801 | 4,377,619 | 4,960,490 | 4,712,237 | 5,326,359 | 6,735,457 |
| 13 Non-Program Revenue: | | | | | | |
| 14 NCAA/Bowl/World Series | | | | | | |
| 15 Student Fees | 1,631,225 | 1,733,410 | 1,773,104 | 1,851,406 | 1,898,593 | 1,928,676 |
| 16 Direct State/Govt Support | 1,780,143 | 1,587,400 | 1,851,700 | 1,974,371 | 2,118,800 | 2,201,200 |
| 17 Appropriated Gender Equity | 191,800 | 275,760 | 346,660 | 419,460 | 508,060 | 534,857 |
| 18 Direct Institutional Support | 584,500 | 546,200 | 579,500 | 621,600 | 672,300 | 688,800 |
| 19 Subtotal State/Institutional Support | 2,556,443 | 2,409,360 | 2,777,860 | 3,015,431 | 3,299,160 | 3,424,857 |
| 20 Total Non-Program Revenue | 4,187,668 | 4,142,770 | 4,550,964 | 4,866,837 | 5,197,753 | 5,353,533 |
| 21 Subtotal Operating Revenue: | 8,274,469 | 8,520,389 | 9,511,454 | 9,579,074 | 10,524,112 | 12,088,990 |
| 22 Non-Cash Revenue | | | | | | |
| 23 Third Party Support | | | | | 212,500 | 215,500 |
| 24 Indirect Institutional Support | | | | | 324,268 | 391,580 |
| 25 Non-Cash Revenue | | | | | 402,160 | 434,410 |
| 26 OST Revenue | 1,061,780 | 1,186,255 | 1,189,383 | 1,526,899 | 1,599,725 | 1,700,000 |
| 27 Subtotal Non-Cash Revenue | 1,061,780 | 1,186,255 | 1,189,383 | 1,526,899 | 2,538,653 | 2,741,490 |
| 28 Total Revenue: | 9,336,249 | 9,706,644 | 10,700,837 | 11,105,973 | 13,062,765 | 14,830,480 |
| 29 | | | | | | |
| 30 Expenditures: | | | | | | |
| 31 Operating Expenditures: | | | | | | |
| 32 Athletics Student Aid | 1,473,765 | 1,632,751 | 1,718,598 | 2,094,309 | 2,209,423 | 2,498,488 |
| 33 Guarantees | 221,100 | 387,000 | 281,076 | 159,200 | 10,200 | 161,725 |
| 34 Coaching Salary/Benefits | 1,635,018 | 1,578,766 | 1,621,147 | 1,712,555 | 2,135,827 | 2,219,154 |
| 35 Admin Staff Salary/Benefits | 1,215,949 | 1,185,633 | 1,117,886 | 1,178,186 | 1,762,882 | 1,809,910 |
| 36 Fringe Benefits/Severance Payments | 743,764 | 735,276 | 792,090 | 859,134 | 63,294 | 192,729 |
| 37 Recruiting | 272,954 | 248,171 | 328,527 | 276,476 | 376,543 | 300,330 |
| 38 Team Travel | 1,015,220 | 906,823 | 1,153,186 | 1,255,730 | 1,185,098 | 1,522,881 |
| 39 Equipment, Uniforms and Supplies | 1,523,623 | 1,515,403 | 1,875,374 | 1,665,343 | 297,572 | 361,785 |
| 40 Game Expenses | | | | | 277,024 | 347,190 |
| 41 Fund Raising, Marketing, Promotion | | | | | 291,562 | 190,465 |
| 42 Direct Facilities/Maint/Rentals | 167,450 | 108,961 | 266,071 | 131,978 | 41,329 | 35,000 |
| 43 Debt Service on Facilities | | | | | | |
| 44 Spirit Groups | | | | | | |
| 45 Medical Expenses & Insurance | 171,092 | 184,304 | 238,712 | 240,383 | 326,065 | 316,315 |
| 46 Memberships & Dues | | | | | 415,810 | 408,850 |
| 47 NCAA/Special Event/Bowls | | | | | | |
| 48 Other Operating Expenses | | | | | 1,009,619 | 1,704,777 |
| 49 Subtotal Operating Expenditures | 8,439,935 | 8,483,088 | 9,392,667 | 9,573,294 | 10,402,248 | 12,069,599 |
| 50 Non-Cash Expenditures | | | | | | |
| 51 3rd Party Coaches Compensation | | | | | 207,500 | 208,000 |
| 52 3rd Party Admin Staff Compensation | | | | | 5,000 | 7,500 |
| 53 Indirect Facilities & Admin Support | | | | | 324,268 | 391,580 |
| 54 Non-Cash Expense | | | | | 402,160 | 434,410 |
| 55 OST Expense | 1,061,780 | 1,186,255 | 1,189,383 | 1,526,899 | 1,599,725 | 1,700,000 |
| 56 Subtotal Non-Cash Expenditures | 1,061,780 | 1,186,255 | 1,189,383 | 1,526,899 | 2,538,653 | 2,741,490 |
| 57 Total Expenditures: | 9,501,715 | 9,669,343 | 10,582,050 | 11,100,193 | 12,940,901 | 14,811,089 |
| 58 | | | | | | |
| 59 Net Income/(deficit) | (165,466) | 37,301 | 118,787 | 5,780 | 121,864 | 19,391 |
| 60 | | | | | | |
| 61 Ending Fund Balance 6/30 | 78,305 | 115,606 | 234,393 | 240,173 | 362,037 | 381,428 |
| 62 | | | | | | |
| 63 Sport Camps & Clinics | | | | | | |
| 64 Revenue | 177,820 | 158,164 | 209,244 | 284,316 | 370,345 | 367,900 |
| 65 Coach Compensation from Camp | | | | | 74,591 | 80,493 |
| 66 Camp Expenses | 177,820 | 121,041 | 202,459 | 262,762 | 254,477 | 285,367 |
| 67 Total Expenses | 177,820 | 121,041 | 202,459 | 262,762 | 329,068 | 365,860 |
| 68 Net Income from Camps | 0 | 37,123 | 6,785 | 21,554 | 41,277 | 2,040 |

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

| Revenue by Program: | | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|----------------------------|---------------------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|
| 1 | General Revenue: | | | | | | |
| 2 | Student Fees | 1,631,225 | 1,733,410 | 1,773,104 | 1,946,554 | 1,898,593 | 1,928,676 |
| 3 | Contributions | 1,468,537 | 1,623,694 | 2,018,715 | 204,650 | 2,145,814 | 2,244,475 |
| 4 | State Support | 1,780,143 | 1,587,400 | 1,851,700 | 1,974,371 | 2,118,800 | 2,201,200 |
| 5 | Appropriated Gender Equity | 191,800 | 275,760 | 346,660 | 419,460 | 508,060 | 534,857 |
| 6 | Institutional Support | 584,500 | 546,200 | 579,500 | 621,600 | 672,300 | 688,800 |
| 7 | NCAA/Conference | | | | | 952,382 | 1,519,666 |
| 8 | TV/Radio/Internet | | | | | 138,928 | 200,000 |
| 9 | Concessions/program/etc. | | | | | 21,671 | 67,000 |
| 10 | Advertising/sponsorship/Royalty | | | | | 349,565 | 495,000 |
| 11 | Endowments | | | | | 177,541 | 178,500 |
| 12 | Special Events | | | | | | |
| 13 | Other | 939,799 | 1,131,561 | 1,300,796 | 3,200,438 | 51,636 | 184,000 |
| 14 | Total General Revenue | 6,596,004 | 6,898,025 | 7,870,475 | 8,367,073 | 9,035,290 | 10,242,174 |
| 15 | Revenue By Sport: | | | | | | |
| 16 | Men's Programs: | | | | | | |
| 17 | Football | | | | | | |
| 18 | Ticket Sales | 242,795 | 223,606 | 289,501 | 95,500 | 440,610 | 521,316 |
| 19 | Game Guarantees | 1,260,000 | 1,090,000 | 1,010,000 | 855,000 | 860,000 | 1,185,000 |
| 20 | Other (Tourn/Bowl/Conf) | 7,222 | 35,520 | 29,322 | 12,218 | | |
| 21 | Basketball | | | | | | |
| 22 | Ticket Sales | 23,944 | 36,081 | 35,271 | 26,544 | 66,279 | 35,000 |
| 23 | Fundraising | | | | | | |
| 24 | Game Guarantees | 40,000 | 65,000 | 46,112 | 38,552 | 84,000 | 85,000 |
| 25 | Other (Tourn/Bowl/Conf) | | 11,954 | 14,322 | 10,992 | | |
| 26 | Track & Field/Cross Country | 4,910 | 8,024 | 9,971 | 3,993 | 1,749 | |
| 27 | Tennis | 1,000 | 973 | | 1,076 | | |
| 28 | Baseball | NA | NA | | | | |
| 29 | Wrestling | NA | NA | | | | |
| 30 | Golf | 8,795 | 5,680 | 4,920 | | | |
| 31 | Volleyball | 68,308 | 108,273 | 140,921 | 128,042 | | |
| 32 | Total Men's Sport Revenue | 1,656,974 | 1,585,111 | 1,580,340 | 1,171,917 | 1,452,638 | 1,826,316 |
| 33 | Women's Programs | | | | | | |
| 34 | Volleyball | | | | | | |
| 35 | Ticket Sales | 2,650 | 3,491 | 3,622 | 3,971 | 10,154 | 3,500 |
| 36 | Fundraising | | | | | | |
| 37 | Game Guarantees | 1,500 | | | | 1,000 | |
| 38 | Other (Tourn/Bowl/Conf) | | | 9,450 | | | |
| 39 | Basketball | | | | | | |
| 40 | Ticket Sales | 2,878 | 5,615 | 10,657 | 14,348 | 16,782 | 12,000 |
| 41 | Fundraising | | | | | | |
| 42 | Game Guarantees | 5,000 | | 3,500 | 1,000 | 6,500 | 5,000 |
| 43 | Other (Tourn/Bowl/Conf) | | 11,200 | 15,119 | 15,695 | | |
| 44 | Track & Field/Cross Country | 4,988 | 10,152 | 9,971 | 3,993 | 1,749 | |
| 45 | Tennis | | 973 | 3,125 | 1,076 | | |
| 46 | Gymnastics | NA | NA | | | | |
| 47 | Golf | 4,475 | 5,610 | 5,195 | | | |
| 48 | Soccer | | 212 | | | | |
| 49 | Softball | | | | | | |
| 50 | Skiing | | | | | | |
| 51 | Swimming | NA | NA | | | | |
| 52 | Total Women's Sport Rev | 21,491 | 37,253 | 60,639 | 40,083 | 36,185 | 20,500 |
| 53 | Total Revenue | 8,274,469 | 8,520,389 | 9,511,454 | 9,579,073 | 10,524,113 | 12,088,990 |

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

| Expenditures by Admin/Sport | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|--------------------------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| 54 Administrative and General | | | | | | |
| 55 Athletic Director Office | 660,186 | 716,728 | 600,203 | 529,978 | 722,123 | 790,336 |
| 56 Fund Raising Office | 276,368 | 343,935 | 259,892 | 271,706 | 352,662 | 361,570 |
| 57 Academic Support | | | | | 179,299 | 224,933 |
| 58 Media Relations | 163,933 | 156,313 | 162,123 | 173,574 | 178,861 | 217,678 |
| 59 Marketing and Promotions | | | | | 377,719 | 144,453 |
| 60 Ticket Office | 18,512 | 28,408 | 15,654 | 11,345 | 27,474 | 29,105 |
| 61 Athletic Training Room | 429,261 | 406,119 | 472,685 | 307,175 | 585,707 | 282,500 |
| 62 Memberships and Dues | | | | | 415,810 | 408,850 |
| 63 Facilities Mtn & Debt Service | | | | | | |
| 64 Capital Improvements | 57,450 | 48,002 | 185,861 | 42,082 | 41,255 | 502,460 |
| 65 Other Miscellaneous | 1,070,943 | 1,021,429 | 1,199,333 | 1,372,520 | 525,895 | 981,070 |
| 66 Total Admin & General | 2,676,653 | 2,720,934 | 2,895,751 | 2,708,380 | 3,406,805 | 3,942,955 |
| 67 | | | | | | |
| 68 Men's Programs: | | | | | | |
| 69 Football | 2,772,447 | 2,727,375 | 3,070,319 | 2,994,215 | 2,737,358 | 3,684,640 |
| 70 Basketball | 880,871 | 852,241 | 889,954 | 898,680 | 993,997 | 1,017,972 |
| 71 Track & Field/Cross Country | 235,168 | 252,776 | 279,437 | 293,957 | 343,359 | 341,370 |
| 72 Tennis | 95,123 | 75,889 | 95,584 | 79,210 | 94,956 | 104,739 |
| 73 Baseball | | | | | | |
| 74 Wrestling | | | | | | |
| 75 Golf | 88,029 | 82,474 | 109,724 | 114,858 | 125,273 | 148,001 |
| 76 Volleyball | | | | | | |
| 77 Rodeo | | | | | | |
| 78 Total Men's Programs | 4,071,638 | 3,990,755 | 4,445,018 | 4,380,920 | 4,294,943 | 5,296,722 |
| 79 | | | | | | |
| 80 Women's Programs | | | | | | |
| 81 Volleyball | 358,568 | 362,854 | 414,482 | 474,486 | 539,724 | 588,505 |
| 82 Basketball | 503,057 | 535,968 | 553,910 | 669,305 | 721,419 | 735,899 |
| 83 Track & Field/Cross Country | 280,652 | 326,814 | 408,912 | 397,542 | 419,445 | 434,758 |
| 84 Tennis | 140,484 | 113,757 | 148,000 | 135,289 | 149,902 | 157,568 |
| 85 Gymnastics | | | | | | |
| 86 Golf | 123,940 | 139,260 | 136,192 | 132,415 | 147,236 | 174,419 |
| 87 Soccer | 284,943 | 292,746 | 355,788 | 357,502 | 391,439 | 378,864 |
| 88 Softball | 284,943 | 292,746 | 355,788 | 357,502 | 391,439 | 378,864 |
| 89 Skiing | 284,943 | 292,746 | 355,788 | 357,502 | 391,439 | 378,864 |
| 90 Swimming | | | 34,613 | 317,218 | 331,336 | 359,909 |
| 91 Rodeo | | | | | | |
| 92 Total Women's Programs | 2,261,530 | 2,356,891 | 2,763,473 | 3,198,761 | 3,483,379 | 3,587,650 |
| 93 | | | | | | |
| 94 Total Expenditures | 9,009,821 | 9,068,580 | 10,104,242 | 10,288,061 | 11,185,127 | 12,827,327 |

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

| Participants by Sport | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|---------------------------------|------------|------------|------------|------------|------------|------------|
| 95 Men's Programs: | | | | | | |
| 96 Football | 116 | 119 | 113 | 111 | 120 | 119 |
| 97 Basketball | 10 | 12 | 15 | 17 | 14 | 17 |
| 98 Track & Field/Cross Country | 35 | 42 | 49 | 42 | 45 | 48 |
| 99 Tennis | 9 | 8 | 10 | 8 | 10 | 12 |
| 100 Baseball | | | | | | |
| 101 Wrestling | | | | | | |
| 102 Golf | 10 | 15 | 11 | 11 | 11 | 9 |
| 103 Volleyball | | | | | | |
| 104 Rodeo | | | | | | |
| 105 Total Male Participation | 180 | 196 | 198 | 189 | 200 | 205 |
| 106 Women's Programs | | | | | | |
| 107 Volleyball | 13 | 12 | 18 | 15 | 17 | 15 |
| 108 Basketball | 19 | 17 | 18 | 20 | 13 | 13 |
| 109 Track & Field/Cross Country | 40 | 36 | 32 | 37 | 38 | 38 |
| 110 Tennis | 8 | 8 | 8 | 8 | 9 | 8 |
| 111 Gymnastics | | | | | | |
| 112 Golf | 10 | 8 | 8 | 8 | 7 | 7 |
| 113 Soccer | 27 | 26 | 23 | 23 | 23 | 26 |
| 114 Softball | | | | | | |
| 115 Skiing | | | | | | |
| 116 Swimming | | | | 18 | 20 | 25 |
| 117 Rodeo | | | | | | |
| 118 Total Female Participation | 117 | 107 | 107 | 129 | 127 | 132 |
| 119 Total Participants | 297 | 303 | 305 | 318 | 327 | 337 |

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

| Full Ride Scholarships (Hdct) | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|--|--------------|--------------|--------------|--------------|--------------|--------------|
| 120 Men's Programs: | | | | | | |
| 121 Football | 82.0 | 81.0 | 73.5 | 76.5 | 73.5 | 75.0 |
| 122 Basketball | 10.5 | 9.0 | 12.5 | 13.0 | 11.0 | 12.0 |
| 123 Track & Field/Cross Country | 7.0 | 10.0 | 3.5 | 4.5 | 6.0 | 7.0 |
| 124 Tennis | | | | | | |
| 125 Baseball | | | | | | |
| 126 Wrestling | | | | | | |
| 127 Golf | | | | | | |
| 128 Volleyball | | | | | | |
| 129 Subtotal | 99.5 | 100.0 | 89.5 | 94.0 | 90.5 | 94.0 |
| 130 Women's Programs | | | | | | |
| 131 Volleyball | 11.5 | 11.5 | 11.0 | 11.0 | 12.0 | 12.0 |
| 132 Basketball | 13.5 | 13.5 | 12.0 | 14.5 | 15.0 | 15.0 |
| 133 Track & Field/Cross Country | 9.5 | 11.0 | 9.0 | 11.0 | 8.0 | 7.5 |
| 134 Tennis | 8.0 | 7.5 | 7.0 | 7.5 | | |
| 135 Gymnastics | | | | | | |
| 136 Golf | 2.0 | 1.0 | | 2.0 | 2.0 | 5.0 |
| 137 Soccer | 5.0 | 4.0 | 2.0 | 3.0 | 3.0 | 1.0 |
| 138 Skiing | | | | | | |
| 139 Softball | | | | | | |
| 140 Swimming | | | | 7.0 | 8.0 | 7.0 |
| 141 Subtotal | 49.5 | 48.5 | 41.0 | 56.0 | 48.0 | 47.5 |
| 142 Total Full Ride Scholarships | 149.0 | 148.5 | 130.5 | 150.0 | 138.5 | 141.5 |
| 143 Partial Scholarships by Sport (FTE) | | | | | | |
| 144 Men's Programs: | | | | | | |
| 145 Football | | 4.44 | 3.83 | 1.15 | 2.21 | 1.24 |
| 146 Basketball | | | | | 1.45 | 0.00 |
| 147 Track & Field/Cross Country | 3.80 | 6.07 | 5.56 | 6.18 | 6.39 | 4.66 |
| 148 Tennis | 4.50 | 3.66 | 4.26 | 4.00 | 4.44 | 4.50 |
| 149 Baseball | | | | | | |
| 150 Wrestling | | | | | | |
| 151 Golf | 3.50 | 3.55 | 3.55 | 4.29 | 4.27 | 4.41 |
| 152 Volleyball | | | | | | |
| 153 Rodeo | | | | | | |
| 154 Subtotal | 11.80 | 17.72 | 17.20 | 15.62 | 18.76 | 14.81 |
| 155 Women's Programs | | | | | | |
| 156 Volleyball | | | | 0.27 | | |
| 157 Basketball | | 0.89 | 0.26 | | | |
| 158 Track & Field/Cross Country | 7.50 | 7.48 | 7.64 | 6.43 | | |
| 159 Tennis | | | | 0.39 | | |
| 160 Gymnastics | | | | | | |
| 161 Golf | 3.90 | 4.38 | 5.45 | 3.71 | 3.60 | 0.83 |
| 162 Soccer | 6.50 | 7.11 | 9.51 | 8.71 | 9.00 | 9.45 |
| 163 Softball | | | | | | |
| 164 Skiing | | | | | | |
| 165 Swimming | | | | 6.19 | 5.65 | 6.92 |
| 166 Rodeo | | | | | | |
| 167 Subtotal | 17.90 | 19.86 | 22.86 | 25.70 | 18.25 | 17.20 |
| 168 Total Partial Scholarships | 29.70 | 37.58 | 40.06 | 41.32 | 37.01 | 32.01 |

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

| <u>Revenues/Expend/Fund Balance</u> | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|--|------------------|------------------|------------------|------------------|------------------|------------------|
| 1 Revenue (Detail): | | | | | | |
| 2 Program Revenue: | | | | | | |
| 3 Ticket Sales | 22,059 | 22,666 | 25,110 | 23,253 | 26,868 | 28,500 |
| 4 Game Guarantees | | | | | | |
| 5 Contributions | 252,623 | 300,961 | 314,713 | 378,110 | 381,590 | 422,700 |
| 6 NCAA/Conference/Tournaments | | | | | | |
| 7 TV/Radio/Internet Rights | 4,800 | 5,280 | 5,280 | 5,280 | 5,000 | 5,000 |
| 8 Program/Novelty/Concessions/Parking | | | | | | |
| 9 Royalty, Advertisement, Sponsorship | | | | | | |
| 10 Endowment/Investment Income | | | | | | |
| 11 Other | 9,754 | 10,894 | 12,442 | 22,000 | 21,152 | 25,500 |
| 12 Total Program Revenue | 289,236 | 339,801 | 357,545 | 428,643 | 434,610 | 481,700 |
| 13 Non-Program Revenue: | | | | | | |
| 14 NCAA/Bowl/World Series | 387,217 | 388,515 | 384,250 | 398,319 | 508,185 | 495,000 |
| 15 Student Fees | 273,821 | 276,339 | 357,235 | 307,332 | 288,415 | 300,000 |
| 16 Direct State/Govt Support | 681,200 | 629,800 | 671,765 | 728,171 | 783,789 | 818,300 |
| 17 Appropriated Gender Equity | 13,000 | 19,000 | 19,000 | 25,000 | 23,000 | * See Note |
| 18 Direct Institutional Support | 110,604 | 70,000 | 68,000 | 62,632 | 70,285 | 75,000 |
| 19 Subtotal State/Institutional Support | 804,804 | 718,800 | 758,765 | 815,803 | 877,074 | 893,300 |
| 20 Total Non-Program Revenue | 1,465,842 | 1,383,654 | 1,500,250 | 1,521,454 | 1,673,674 | 1,688,300 |
| 21 Subtotal Operating Revenue: | 1,755,078 | 1,723,455 | 1,857,795 | 1,950,097 | 2,108,284 | 2,170,000 |
| 22 Non-Cash Revenue | | | | | | |
| 23 Third Party Support | | | | | 25,000 | 25,000 |
| 24 Indirect Institutional Support | | | | | 116,815 | 112,800 |
| 25 Non-Cash Revenue | | | | | | |
| 26 OST Revenue | 333,619 | 259,237 | 415,402 | 388,964 | 474,084 | 496,255 |
| 27 Subtotal Non-Cash Revenue | 333,619 | 259,237 | 415,402 | 388,964 | 615,899 | 634,055 |
| 28 Total Revenue: | 2,088,697 | 1,982,692 | 2,273,197 | 2,339,061 | 2,724,183 | 2,804,055 |
| 29 * Institutional gender equity for FY2007 is now reflected in line 27 OST Revenue as a result of | | | | | | |
| 30 Expenditures: the increased Athletic Fee Waivers approved by Board action on August 10, 2006 | | | | | | |
| 31 Operating Expenditures: | | | | | | |
| 32 Athletics Student Aid | 280,440 | 260,051 | 279,052 | 311,949 | 309,155 | 363,000 |
| 33 Guarantees | | | | | 17,233 | 26,330 |
| 34 Coaching Salary/Benefits | 250,449 | 253,511 | 268,381 | 259,693 | 414,261 | 422,252 |
| 35 Admin Staff Salary/Benefits | 201,676 | 189,661 | 250,171 | 249,731 | 327,922 | 339,548 |
| 36 Fringe Benefits/Severance Payments | 130,171 | 135,388 | 159,607 | 180,016 | | |
| 37 Recruiting | 6,800 | 12,082 | 12,849 | 14,170 | 24,008 | 26,900 |
| 38 Team Travel | 218,331 | 176,719 | 178,827 | 224,279 | 198,425 | 186,461 |
| 39 Equipment, Uniforms and Supplies | 255,481 | 266,227 | 265,187 | 276,372 | 98,238 | 130,849 |
| 40 Game Expenses | | | | | 76,202 | 80,000 |
| 41 Fund Raising, Marketing, Promotion | | | | | | |
| 42 Direct Facilities/Maint/Rentals | 32,473 | 32,028 | 53,441 | 28,092 | | |
| 43 Debt Service on Facilities | | | | | | |
| 44 Spirit Groups | | | | | | |
| 45 Medical Expenses & Insurance | 11,040 | 31,601 | 29,030 | 27,476 | 34,567 | 25,000 |
| 46 Memberships & Dues | | | | | | |
| 47 NCAA//Bows/World Series | 318,217 | 338,515 | 336,250 | 353,319 | 430,657 | 450,000 |
| 48 Other Operating Expenses | | | | | 127,293 | 101,900 |
| 49 Subtotal Operating Expenditures | 1,705,078 | 1,695,783 | 1,832,795 | 1,925,097 | 2,057,961 | 2,152,240 |
| 50 Non-Cash Expenditures | | | | | | |
| 51 3rd Party Coaches Compensation | | | | | | |
| 52 3rd Party Admin Staff Compensation | | | | | 116,815 | 112,800 |
| 53 Indirect Facilities & Admin Support | | | | | 25,000 | 25,000 |
| 54 Non-Cash Expense | | | | | | |
| 55 OST Expense | 333,619 | 259,237 | 415,402 | 388,964 | 474,084 | 496,255 |
| 56 Subtotal Non-Cash Expenditures | 333,619 | 259,237 | 415,402 | 388,964 | 615,899 | 634,055 |
| 57 Total Expenditures: | 2,038,697 | 1,955,020 | 2,248,197 | 2,314,061 | 2,673,860 | 2,786,295 |
| 58 | | | | | | |
| 59 Net Income/(deficit) | 50,000 | 27,672 | 25,000 | 25,000 | 50,323 | 17,760 |
| 60 | | | | | | |
| 61 Ending Fund Balance 6/30 | (108,000) | (80,328) | (55,328) | (30,328) | 19,995 | 37,755 |
| 62 | | | | | | |
| 63 Sport Camps & Clinics | | | | | | |
| 64 Camp Revenue | 39,330 | 43,224 | 58,061 | 42,379 | 59,439 | 65,000 |
| 65 Coach Compensation from Camp | | | | | 9,446 | 11,950 |
| 66 Camp Expenditures | 27,578 | 33,463 | 47,093 | 27,465 | 36,199 | 40,000 |
| 67 Total Expenses | 27,578 | 33,463 | 47,093 | 27,465 | 45,645 | 51,950 |
| 68 Net Income from Camps | 11,752 | 9,761 | 10,968 | 14,914 | 13,794 | 13,050 |

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

| Revenue by Program: | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 1 General Revenue: | | | | | | |
| 2 Student Fees | 273,821 | 276,339 | 357,235 | 307,332 | 288,415 | 300,000 |
| 3 Contributions | 252,623 | 300,961 | 314,713 | 378,110 | 113,665 | 223,700 |
| 4 State Support | 681,200 | 629,800 | 671,765 | 728,171 | 783,789 | 818,300 |
| 5 Appropriated Gender Equity | 13,000 | 19,000 | 19,000 | 25,000 | 23,000 | * See Note |
| 6 Institutional Support | 110,604 | 70,000 | 68,000 | 62,632 | 70,285 | 75,000 |
| 7 NCAA/Conference /World Series | | | | | 508,185 | 495,000 |
| 8 TV/Radio/Internet | | | | | | |
| 9 Concessions/program/etc. | | | | | | |
| 10 Advertising/sponsorship/Royalty | | | | | | |
| 11 Endowments | | | | | | |
| 12 Special Events | 387,217 | 388,515 | 384,250 | 398,319 | | |
| 13 Other | 9,754 | 10,894 | 12,442 | 22,000 | 21,152 | 25,500 |
| 14 Total General Revenue | 1,728,219 | 1,695,509 | 1,827,405 | 1,921,564 | 1,808,491 | 1,937,500 |
| 15 Revenue By Sport: | | | | | | |
| 16 Men's Programs: | | | | | | |
| 17 Football | | | | | | |
| 18 Ticket Sales | | | | | | |
| 19 Game Guarantees | | | | | | |
| 20 Other (Tourn/Bowl/Conf) | | | | | | |
| 21 Basketball | | | | | | |
| 22 Ticket Sales | 3,882 | 4,330 | 3,646 | 3,600 | 6,000 | 7,000 |
| 23 Fundraising | | | | | 27,455 | 32,000 |
| 24 Game Guarantees | | | | | | |
| 25 Other (Tourn/Bowl/Conf) | | | | | | |
| 26 Track & Field/Cross Country | | | | | 23,599 | 8,000 |
| 27 Tennis | | | | | 12,508 | 8,000 |
| 28 Baseball | 11,190 | 12,887 | 15,610 | 15,600 | 49,951 | 56,500 |
| 29 Wrestling | | | | | | |
| 30 Golf | | | | | 33,331 | 20,000 |
| 31 Volleyball | | | | | | |
| 32 Total Men's Sport Revenue | 15,072 | 17,217 | 19,256 | 19,200 | 152,844 | 131,500 |
| 33 Women's Programs | | | | | | |
| 34 Volleyball | | | | | | |
| 35 Ticket Sales | 2,642 | 1,310 | 1,471 | 1,500 | 3,682 | 3,500 |
| 36 Fundraising | | | | | 21,163 | 19,000 |
| 37 Game Guarantees | | | | | | |
| 38 Other (Tourn/Bowl/Conf) | | | | | | |
| 39 Basketball | | | | | | |
| 40 Ticket Sales | 4,345 | 4,139 | 4,383 | 2,553 | 6,020 | 7,500 |
| 41 Fundraising | | | | | 58,324 | 32,000 |
| 42 Game Guarantees | | | | | | |
| 43 Other (Tourn/Bowl/Conf) | | | | | | |
| 44 Track & Field/Cross Country | | | | | 15,760 | 9,500 |
| 45 Tennis | | | | | 7,674 | 9,500 |
| 46 Gymnastics | | | | | | |
| 47 Golf | | | | | 34,326 | 20,000 |
| 48 Soccer | | | | | | |
| 49 Softball | | | | | | |
| 50 Skiing | | | | | | |
| 51 Swimming | | | | | | |
| 52 Total Women's Sport Rev | 6,987 | 5,449 | 5,854 | 4,053 | 146,949 | 101,000 |
| 53 Total Revenue | 1,750,278 | 1,718,175 | 1,852,515 | 1,944,817 | 2,108,284 | 2,170,000 |

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

| Expenditures by Admin/Sport | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|--------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 54 Administrative and General | | | | | | |
| 55 Athletic Director Office | 247,276 | 257,596 | 278,697 | 283,100 | 411,786 | 435,066 |
| 56 Fund Raising Office | 44,663 | 39,404 | 50,298 | 82,052 | 50,950 | 53,600 |
| 57 Academic Support | | | | | | |
| 58 Media Relations | | | | | | |
| 59 Marketing and Promotions | | | | | | |
| 60 Ticket Office | | | | | | |
| 61 Athletic Training Room | 33,456 | 53,267 | 60,731 | 56,269 | 44,765 | 48,000 |
| 62 Memberships and Dues | | | | | | |
| 63 Facilities Mtn & Debt Service | | | 53,441 | 28,092 | | |
| 64 Capital Improvements | | | | | | |
| 65 Other Miscellaneous/World Series | 329,257 | 515,234 | 515,077 | 577,598 | 430,657 | 450,000 |
| 66 Total Admin & General | 654,652 | 865,501 | 958,244 | 1,027,111 | 938,158 | 986,666 |
| 67 | | | | | | |
| 68 Men's Programs: | | | | | | |
| 69 Football | | | | | | |
| 70 Basketball | 206,874 | 171,545 | 201,681 | 218,215 | 183,478 | 202,294 |
| 71 Track & Field/Cross Country | 15,509 | 20,003 | 31,715 | 33,528 | 43,289 | 45,580 |
| 72 Tennis | 28,307 | 27,075 | 32,397 | 36,311 | 36,333 | 36,540 |
| 73 Baseball | 317,996 | 329,028 | 318,178 | 333,313 | 373,491 | 365,178 |
| 74 Wrestling | | | | | | |
| 75 Golf | 24,852 | 17,396 | 12,852 | 34,936 | 35,555 | 34,698 |
| 76 Volleyball | | | | | | |
| 77 Rodeo | | | | | | |
| 78 Total Men's Programs | 593,538 | 565,047 | 596,823 | 656,303 | 672,146 | 684,290 |
| 79 | | | | | | |
| 80 Women's Programs | | | | | | |
| 81 Volleyball | 110,995 | 119,728 | 161,994 | 137,722 | 148,616 | 151,552 |
| 82 Basketball | 199,993 | 165,273 | 173,366 | 185,739 | 187,121 | 200,112 |
| 83 Track & Field/Cross Country | 32,205 | 40,474 | 43,445 | 48,589 | 37,950 | 49,582 |
| 84 Tennis | 30,005 | 36,225 | 33,869 | 32,484 | 33,999 | 33,990 |
| 85 Gymnastics | | | | | | |
| 86 Golf | 14,305 | 24,367 | 15,468 | 28,624 | 39,971 | 46,048 |
| 87 Soccer | | | | | | |
| 88 Softball | | | | | | |
| 89 Skiing | | | | | | |
| 90 Swimming | | | | | | |
| 91 Rodeo | 67,174 | | | | | |
| 92 Total Women's Programs | 454,677 | 386,067 | 428,142 | 433,158 | 447,657 | 481,284 |
| 93 | | | | | | |
| 94 Total Expenditures | 1,702,867 | 1,816,615 | 1,983,209 | 2,116,572 | 2,057,961 | 2,152,240 |

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

| Participants by Sport | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|---------------------------------|------------|------------|------------|------------|------------|------------|
| 95 Men's Programs: | | | | | | |
| 96 Football | | | | | | |
| 97 Basketball | 11 | 12 | 14 | 14 | 10 | 14 |
| 98 Track & Field/Cross Country | 9 | 8 | 9 | 13 | 10 | 12 |
| 99 Tennis | 12 | 8 | 10 | 8 | 9 | 9 |
| 100 Baseball | 46 | 44 | 47 | 38 | 44 | 44 |
| 101 Wrestling | | | | | | |
| 102 Golf | 11 | 10 | 12 | 9 | 9 | 9 |
| 103 Volleyball | | | | | | |
| 104 Rodeo | | | | | | |
| 105 Total Male Participation | 89 | 82 | 92 | 82 | 82 | 88 |
| 106 Women's Programs | | | | | | |
| 107 Volleyball | 15 | 13 | 14 | 13 | 14 | 13 |
| 108 Basketball | 12 | 12 | 12 | 12 | 10 | 11 |
| 109 Track & Field/Cross Country | 11 | 12 | 13 | 17 | 16 | 14 |
| 110 Tennis | 10 | 11 | 10 | 13 | 11 | 12 |
| 111 Gymnastics | | | | | | |
| 112 Golf | 6 | 7 | 7 | 12 | 8 | 10 |
| 113 Soccer | | | | | | |
| 114 Softball | | | | | | |
| 115 Skiing | | | | | | |
| 116 Swimming | | | | | | |
| 117 Rodeo | 9 | | | | | |
| 118 Total Female Participation | 63 | 55 | 56 | 67 | 59 | 60 |
| 119 Total Participants | 152 | 137 | 148 | 149 | 141 | 148 |

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

| Full Ride Scholarships (Hdct) | | FY02 Act | FY03 Act | FY04 Act | FY05 Act | FY06 Act | FY07 Est |
|--------------------------------------|--|----------|----------|----------|----------|----------|----------|
| 120 | Men's Programs: | | | | | | |
| 121 | Football | N/A | N/A | N/A | N/A | N/A | N/A |
| 122 | Basketball | N/A | N/A | N/A | N/A | N/A | N/A |
| 123 | Track & Field/Cross Country | N/A | N/A | N/A | N/A | N/A | N/A |
| 124 | Tennis | N/A | N/A | N/A | N/A | N/A | N/A |
| 125 | Baseball | N/A | N/A | N/A | N/A | N/A | N/A |
| 126 | Wrestling | N/A | N/A | N/A | N/A | N/A | N/A |
| 127 | Golf | N/A | N/A | N/A | N/A | N/A | N/A |
| 128 | Volleyball | N/A | N/A | N/A | N/A | N/A | N/A |
| 129 | Subtotal | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 130 | Women's Programs | | | | | | |
| 131 | Volleyball | N/A | N/A | N/A | N/A | N/A | N/A |
| 132 | Basketball | N/A | N/A | N/A | N/A | N/A | N/A |
| 133 | Track & Field/Cross Country | N/A | N/A | N/A | N/A | N/A | N/A |
| 134 | Tennis | N/A | N/A | N/A | N/A | N/A | N/A |
| 135 | Gymnastics | N/A | N/A | N/A | N/A | N/A | N/A |
| 136 | Golf | N/A | N/A | N/A | N/A | N/A | N/A |
| 137 | Soccer | N/A | N/A | N/A | N/A | N/A | N/A |
| 138 | Skiing | N/A | N/A | N/A | N/A | N/A | N/A |
| 139 | Softball | N/A | N/A | N/A | N/A | N/A | N/A |
| 140 | Swimming | N/A | N/A | N/A | N/A | N/A | N/A |
| 141 | Subtotal | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 142 | Total Full Ride Scholarships | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| 143 | Partial Scholarships by Sport (FTE) | | | | | | |
| 144 | Men's Programs: | | | | | | |
| 145 | Football | | | | | | |
| 146 | Basketball | 3.85 | 7.06 | 7.07 | 8.14 | 5.49 | 5.25 |
| 147 | Track & Field/Cross Country | 2.60 | 1.89 | 2.27 | 2.14 | 2.02 | 2.00 |
| 148 | Tennis | 4.82 | 2.67 | 1.69 | 1.12 | 4.32 | 4.25 |
| 149 | Baseball | 11.74 | 11.53 | 9.80 | 10.70 | 9.89 | 9.75 |
| 150 | Wrestling | | | | | | |
| 151 | Golf | 1.52 | 1.11 | 1.62 | 2.47 | 1.57 | 1.50 |
| 152 | Volleyball | | | | | | |
| 153 | Rodeo | | | | | | |
| 154 | Subtotal | 24.53 | 24.26 | 22.45 | 24.57 | 23.29 | 22.75 |
| 155 | Women's Programs | | | | | | |
| 156 | Volleyball | 5.75 | 4.01 | 4.56 | 4.91 | 4.25 | 4.50 |
| 157 | Basketball | 6.35 | 5.84 | 5.78 | 3.74 | 4.70 | 5.00 |
| 158 | Track & Field/Cross Country | 1.39 | 1.07 | 2.79 | 1.88 | 2.32 | 3.25 |
| 159 | Tennis | 2.79 | 2.22 | 2.13 | 2.24 | 3.22 | 3.50 |
| 160 | Gymnastics | | | | | | |
| 161 | Golf | 1.11 | 1.29 | 1.16 | 2.87 | 2.76 | 3.00 |
| 162 | Soccer | | | | | | |
| 163 | Softball | | | | | | |
| 164 | Skiing | | | | | | |
| 165 | Swimming | | | | | | |
| 166 | Rodeo | | | | | | |
| 167 | Subtotal | 17.39 | 14.43 | 16.42 | 15.64 | 17.25 | 19.25 |
| 168 | Total Partial Scholarships | 41.92 | 38.69 | 38.87 | 40.21 | 40.54 | 42.00 |

As reported to the NAIA

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Intercollegiate Athletics

Summary of Gender Equity Plans

| | Original Base Year FY99 | Current Base Year FY05 | Estimate | | | | | | | | | | | | | | | | |
|---------------------------------|-------------------------------|------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| | | | FY06 | FY07 | FY08 | FY09 | FY10 | FY11 | FY12 | FY13 | FY14 | FY15 | FY16 | FY17 | FY18 | FY19 | FY20 | FY21 | |
| Boise State University | | | | | | | | | | | | | | | | | | | |
| FT Students: Male | 3,712 | 4,820 | 4,820 | 4,868 | 4,917 | 4,966 | 5,016 | 5,066 | 5,117 | 5,168 | 5,219 | 5,272 | 5,324 | 5,378 | 5,431 | 5,486 | 5,540 | 5,596 | |
| Female | 4,669 | 5,365 | 5,365 | 5,419 | 5,473 | 5,528 | 5,583 | 5,639 | 5,695 | 5,752 | 5,810 | 5,868 | 5,926 | 5,986 | 6,045 | 6,106 | 6,167 | 6,229 | |
| % Male | 44% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | 47% | |
| Female | 56% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | 53% | |
| Athletes: Male | 212 | 208 | 190 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | 195 | |
| Female | 112 | 125 | 141 | 150 | 157 | 177 | 177 | 177 | 177 | 177 | 203 | 203 | 203 | 203 | 203 | 225 | 225 | 225 | |
| Female Student Athletes Needed | 155 | 107 | 70 | 67 | 60 | 40 | 40 | 40 | 40 | 40 | 14 | 14 | 14 | 14 | 14 | (8) | (8) | (8) | |
| % Male | 65% | 62% | 57% | 57% | 55% | 52% | 52% | 52% | 52% | 52% | 49% | 49% | 49% | 49% | 49% | 46% | 46% | 46% | |
| Female | 35% | 38% | 43% | 43% | 45% | 48% | 48% | 48% | 48% | 48% | 51% | 51% | 51% | 51% | 51% | 54% | 54% | 54% | |
| Gender Equity Costs | 224,540 | 571,207 | 709,207 | 759,207 | 1,075,685 | 1,765,257 | 1,626,254 | 1,764,673 | 1,853,652 | 2,115,254 | 2,729,823 | 2,778,528 | 2,990,141 | 3,130,156 | 3,596,097 | 4,592,145 | 4,790,166 | 5,178,260 | |
| Anticipated Sources of Revenue: | | | | | | | | | | | | | | | | | | | |
| Student Fees | 50,000 | 50,000 | 50,000 | 50,000 | 120,000 | 190,000 | 190,000 | 230,000 | 230,000 | 300,000 | 440,000 | 440,000 | 510,000 | 510,000 | 585,000 | 725,000 | 800,000 | 800,000 | |
| Sport Revenue | 115,492 | 150,000 | 150,000 | 150,000 | 175,000 | 175,000 | 175,000 | 193,979 | 200,000 | 225,000 | 225,000 | 250,000 | 250,000 | 275,000 | 285,000 | 290,000 | 300,000 | 300,000 | |
| Boosters/Foundation | 59,048 | 91,335 | 91,335 | 91,335 | 95,589 | 120,000 | 120,000 | 120,000 | 140,000 | 150,000 | 170,000 | 170,000 | 185,000 | 185,000 | 200,000 | 210,000 | 220,000 | 230,000 | |
| Appropriated Support | 0 | 279,872 | 417,872 | 467,872 | 710,096 | 1,280,257 | 1,141,254 | 1,239,673 | 1,289,673 | 1,465,254 | 1,894,823 | 1,943,528 | 2,045,141 | 2,185,156 | 2,536,097 | 3,372,145 | 3,480,166 | 3,848,260 | |
| Total Revenue | 224,540 | 571,207 | 709,207 | 759,207 | 1,075,685 | 1,765,257 | 1,626,254 | 1,764,673 | 1,853,652 | 2,115,254 | 2,729,823 | 2,778,528 | 2,990,141 | 3,130,156 | 3,596,097 | 4,592,145 | 4,790,166 | 5,178,260 | |
| Costs Less Revenue | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| <hr/> | | | | | | | | | | | | | | | | | | | |
| Annual Student Aid | | | | | | | | | | | | | | | | | | | |
| Male | 1,375,739 | 1,329,042 | 1,464,059 | 1,610,465 | 1,771,511 | 1,948,663 | 2,143,529 | 2,357,882 | 2,593,670 | 2,853,037 | 3,138,340 | 3,452,175 | 3,797,392 | 4,177,131 | 4,594,844 | 5,054,329 | 5,559,762 | 6,115,738 | |
| Female | 901,301 | 997,394 | 1,095,562 | 1,205,118 | 1,358,630 | 1,639,033 | 1,885,436 | 2,129,210 | 2,342,131 | 2,576,344 | 2,956,778 | 3,330,736 | 3,756,518 | 4,132,170 | 4,545,387 | 5,205,525 | 5,857,518 | 6,587,854 | |
| Total Annual Student Aid | 2,277,040 | 2,326,436 | 2,559,621 | 2,815,583 | 3,130,141 | 3,587,696 | 4,028,965 | 4,487,092 | 4,935,801 | 5,429,381 | 6,095,119 | 6,782,911 | 7,553,910 | 8,309,301 | 9,140,231 | 10,259,854 | 11,417,280 | 12,703,591 | |
| Annual Student Aid % | | | | | | | | | | | | | | | | | | | |
| Male | 60% | 57% | 57% | 57% | 57% | 54% | 53% | 53% | 53% | 53% | 51% | 51% | 50% | 50% | 50% | 49% | 49% | 48% | |
| Female | 40% | 43% | 43% | 43% | 43% | 46% | 47% | 47% | 47% | 47% | 49% | 49% | 50% | 50% | 50% | 51% | 51% | 52% | |
| Total Annual Student Aid % | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | |
| <hr/> | | | | | | | | | | | | | | | | | | | |
| Participants by Sports | | | | | | | | | | | | | | | | | | | |
| Men's Programs: | | | | | | | | | | | | | | | | | | | |
| Football | | 108 | 101 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | |
| Basketball | | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | |
| Track and Field/Cross Country | | 36 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | |
| Tennis | | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | |
| Wrestling | | 30 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | |
| Golf | | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | |
| Male Participants | | 208 | 190 | 195 | |
| Women's Programs: | | | | | | | | | | | | | | | | | | | |
| Basketball | | 14 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | |
| Volleyball | | 13 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | |
| Gymnastics | | 16 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | |
| Swimming and Diving | | 0 | 0 | 15 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | |
| Ski | | 5 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Soccer | | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | |
| Golf | | 8 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | |
| Tennis | | 8 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | |
| Track and Field/Cross Country | | 36 | 36 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | |
| Softball | | 0 | 0 | 0 | 0 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | |
| Lacrosse | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | 26 | 26 | 26 | 26 | 26 | 26 | 26 | |
| TBD | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | 22 | 22 | |
| Female Participants | | 125 | 141 | 150 | 157 | 177 | 177 | 177 | 177 | 177 | 203 | 203 | 203 | 203 | 203 | 225 | 225 | 225 | |

* FY99 amounts originally included OST waivers. Those are excluded by new definitions. Amts shown are adjusted to exclude them

Intercollegiate Athletics

Summary of Gender Equity Plans

| | | Original Base Year FY99 | Current Base Year FY05 | FY06 | FY07 | FY08 | FY09 | FY10 | FY11 | FY12 |
|---------------------------------|--------------------------------|-------------------------------|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Idaho State University | | | | | | | | | | |
| FT Students: | Male | 2,754 | 2,946 | 2,946 | 2,975 | 3,005 | 3,035 | 3,066 | 3,096 | 3,127 |
| | Female | 3,577 | 3,767 | 3,767 | 3,805 | 3,843 | 3,872 | 3,910 | 3,940 | 3,979 |
| | % Male | 44% | 44% | 44% | 44% | 44% | 44% | 44% | 44% | 44% |
| | Female | 56% | 56% | 56% | 56% | 56% | 56% | 56% | 56% | 56% |
| Athletes: | Male | 160 | 168 | 170 | 165 | 160 | 158 | 158 | 158 | 158 |
| | Female | 101 | 121 | 105 | 147 | 149 | 159 | 161 | 181 | 201 |
| | Female Student Athletes Needed | 107 | 94 | 112 | 64 | 56 | 43 | 41 | 20 | 0 |
| | % Male | 61% | 58% | 62% | 53% | 52% | 50% | 50% | 47% | 44% |
| | Female | 39% | 42% | 38% | 47% | 48% | 50% | 50% | 53% | 56% |
| Gender Equity Costs | | 223,000 | 868,500 | 968,500 | 968,500 | 1,018,500 | 1,068,500 | 1,118,500 | 1,268,500 | 1,418,500 |
| Anticipated Sources of Revenue: | | | | | | | | | | |
| | Increased Student Fees | 86,000 | 255,000 | 255,000 | 255,000 | 255,000 | 255,000 | 255,000 | 255,000 | 255,000 |
| | Sport Revenue | 55,000 | 55,000 | 55,000 | 55,000 | 55,000 | 55,000 | 55,000 | 55,000 | 55,000 |
| | Boosters/Foundation | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 | 32,000 |
| | Appropriated Support | 50,000 | 526,500 | 626,500 | 626,500 | 676,500 | 726,500 | 776,500 | 926,500 | 1,076,500 |
| Total Revenue | | 223,000 | 868,500 | 968,500 | 968,500 | 1,018,500 | 1,068,500 | 1,118,500 | 1,268,500 | 1,418,500 |
| Costs Less Revenue | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| <hr/> | | | | | | | | | | |
| Annual Student Aid | | | | | | | | | | |
| | Male | 1,074,105 | 1,387,351 | 1,387,351 | 1,387,351 | 1,387,351 | 1,387,351 | 1,387,351 | 1,387,351 | 1,387,351 |
| | Female | 631,010 | 960,521 | 1,128,612 | 1,204,932 | 1,224,012 | 1,266,942 | 1,276,482 | 1,352,802 | 1,414,812 |
| Total Annual Student Aid | | 1,705,115 | 2,347,872 | 2,515,963 | 2,592,283 | 2,611,363 | 2,654,293 | 2,663,833 | 2,740,153 | 2,802,163 |
| Annual Student Aid % | | | | | | | | | | |
| | Male | 63% | 59% | 55% | 54% | 53% | 52% | 52% | 51% | 50% |
| | Female | 37% | 41% | 45% | 46% | 47% | 48% | 48% | 49% | 50% |
| Total Annual Student Aid % | | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| <hr/> | | | | | | | | | | |
| Participants by Sport | | | | | | | | | | |
| Men's Programs: | | | | | | | | | | |
| | Football | 96 | 86.0 | 90.0 | 90.0 | 85.0 | 85.0 | 85.0 | 85.0 | 85.0 |
| | Basketball | 14 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 |
| | Track & Field/Cross Country | 34 | 50.0 | 50.0 | 45.0 | 45.0 | 43.0 | 43.0 | 43.0 | 43.0 |
| | Tennis | 7 | 7.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 |
| | Baseball | | | | | | | | | |
| | Wrestling | | | | | | | | | |
| | Golf | 9 | 10.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 |
| | Volleyball | | | | | | | | | |
| | Rodeo | | | | | | | | | |
| | Male Participation % | 160 | 168.0 | 170.0 | 165.0 | 160.0 | 158.0 | 158.0 | 158.0 | 158.0 |
| | | 61.30% | 58.13% | 61.82% | 52.88% | 51.78% | 49.84% | 49.53% | 46.61% | 44.01% |
| <hr/> | | | | | | | | | | |
| Women's Programs | | | | | | | | | | |
| | Volleyball | 13 | 11.0 | 12.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 |
| | Basketball | 14 | 14.0 | 12.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 | 15.0 |
| | Track & Field/Cross Country | 36 | 57.0 | 44.0 | 54.0 | 54.0 | 54.0 | 54.0 | 54.0 | 54.0 |
| | Tennis | 7 | 9.0 | 8.0 | 10.0 | 10.0 | 10.0 | 10.0 | 10.0 | 10.0 |
| | Gymnastics | | | | | | | | | |
| | Golf | 11 | 9.0 | 7.0 | 9.0 | 9.0 | 9.0 | 9.0 | 9.0 | 9.0 |
| | Soccer | 20 | 21.0 | 22.0 | 28.0 | 28.0 | 28.0 | 28.0 | 28.0 | 28.0 |
| | Softball | | | | 16.0 | 18.0 | 20.0 | 20.0 | 20.0 | 20.0 |
| | New Sport 1 | | | | | | 8.0 | 10.0 | 10.0 | 10.0 |
| | New Sport 2 | | | | | | | | 20.0 | 24.0 |
| | New Sport 3 | | | | | | | | | 16.0 |
| | Total Female Participation | 101 | 121.0 | 105.0 | 147.0 | 149.0 | 159.0 | 161.0 | 181.0 | 201.0 |
| | Female Participation % | 38.70% | 41.87% | 38.18% | 47.12% | 48.22% | 50.16% | 50.47% | 53.39% | 55.99% |
| Total Participants | | 261 | 289.0 | 275.0 | 312.0 | 309.0 | 317.0 | 319.0 | 339.0 | 359.0 |

Intercollegiate Athletics

Summary of Gender Equity Plans

| | | Original Base Year | Current Base Year | Estimate | | | | |
|---------------------------------|--------------------------------|-----------------------|----------------------|----------|---------|---------|---------|---------|
| | | FY99 | FY05 | FY06 | FY07 | FY08 | FY09 | FY10 |
| University of Idaho | | | | | | | | |
| FT Students: | Male | 4,313 | 4,511 | 4,511 | 4,556 | 4,602 | 4,648 | 4,694 |
| | Female | 3,675 | 3,633 | 3,633 | 3,669 | 3,706 | 3,743 | 3,781 |
| % | Male | 54% | 55% | 55% | 55% | 55% | 55% | 55% |
| | Female | 46% | 45% | 45% | 45% | 45% | 45% | 45% |
| Athletes: | Male | 190 | 189 | 188 | 189 | 190 | 191 | 192 |
| | Female | 110 | 129 | 133 | 136 | 139 | 141 | 145 |
| | Female Student Athletes Needed | 52 | 23 | 18 | 16 | 14 | 13 | 10 |
| % | Male | 63% | 59% | 59% | 58% | 58% | 58% | 57% |
| | Female | 37% | 41% | 41% | 42% | 42% | 42% | 43% |
| Gender Equity Costs | | 138,800 | 419,460 | 508,060 | 534,854 | 561,597 | 589,677 | 619,160 |
| Anticipated Sources of Revenue: | | | | | | | | |
| Increased Student Fees | | | | | | | | |
| Sport Revenue | | | | | | | | |
| Boosters/Foundation | | | | | | | | |
| Appropriated Support | | | | | | | | |
| | | 138,800 | 419,460 | 508,060 | 534,854 | 561,597 | 589,677 | 619,160 |
| Total Revenue | | 138,800 | 419,460 | 508,060 | 534,854 | 561,597 | 589,677 | 619,160 |
| Costs Less Revenue | | 0 | 0 | 0 | 0 | (0) | (0) | 0 |

| | | | | | | | | |
|----------------------------|--------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Annual Student Aid | | | | | | | | |
| | Male | 721,446 | 1,165,261 | 1,235,206 | 1,257,300 | 1,320,165 | 1,386,173 | 1,455,482 |
| | Female | 411,576 | 868,471 | 858,266 | 971,550 | 1,056,132 | 1,121,540 | 1,190,849 |
| Total Annual Student Aid | | 1,133,022 | 2,033,732 | 2,093,472 | 2,228,850 | 2,376,297 | 2,507,713 | 2,646,331 |
| Annual Student Aid % | | | | | | | | |
| | Male | 64% | 57% | 59% | 56% | 56% | 55% | 55% |
| | Female | 36% | 43% | 41% | 44% | 44% | 45% | 45% |
| Total Annual Student Aid % | | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

* FY99 amounts originally included OST waivers. Those are excluded by new definitions. Amts show

University of Idaho

| Participants by Sport | | | | | | | | |
|-------------------------|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Men's Programs: | | | | | | | | |
| 1 | Football | 105.0 | 111.0 | 110.0 | 111.0 | 111.0 | 111.0 | 111.0 |
| 2 | Basketball | 15.0 | 17.0 | 15.0 | 15.0 | 16.0 | 16.0 | 16.0 |
| 4 | Track & Field/Cross Country | 46.0 | 42.0 | 43.0 | 43.0 | 43.0 | 44.0 | 45.0 |
| 5 | Tennis | 8.0 | 8.0 | 9.0 | 9.0 | 9.0 | 9.0 | 9.0 |
| 6 | Baseball | | | | | | | |
| 7 | Wrestling | | | | | | | |
| 8 | Golf | 16.0 | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 |
| 9 | Volleyball | | | | | | | |
| 10 | Rodeo | | | | | | | |
| 11 | Total Male Participation | 190.0 | 189.0 | 188.0 | 189.0 | 190.0 | 191.0 | 192.0 |
| Women's Programs | | | | | | | | |
| 13 | Volleyball | 13.0 | 15.0 | 17.0 | 17.0 | 17.0 | 17.0 | 17.0 |
| 14 | Basketball | 14.0 | 20.0 | 19.0 | 19.0 | 19.0 | 19.0 | 19.0 |
| 15 | Track & Field/Cross Country | 38.0 | 37.0 | 40.0 | 42.0 | 43.0 | 44.0 | 45.0 |
| 16 | Tennis | 9.0 | 8.0 | 8.0 | 8.0 | 9.0 | 9.0 | 10.0 |
| 17 | Gymnastics | | | | | | | |
| 18 | Golf | 9.0 | 8.0 | 7.0 | 7.0 | 7.0 | 7.0 | 8.0 |
| 19 | Soccer | 27.0 | 23.0 | 23.0 | 24.0 | 25.0 | 25.0 | 26.0 |
| 20 | Rodeo | | | | | | | |
| | Swimming | | 18.0 | 19.0 | 19.0 | 19.0 | 20.0 | 20.0 |
| 21 | Total Female Participation | 110.0 | 129.0 | 133.0 | 136.0 | 139.0 | 141.0 | 145.0 |
| 22 | Total Participants | 300.0 | 318.0 | 321.0 | 325.0 | 329.0 | 332.0 | 337.0 |

Intercollegiate Athletics

Summary of Gender Equity Plans

| | | Original Base Year | Current Base Year | Actual | | Estimate | | |
|----------------------------------|--------------------------------|--|----------------------|------------|------------|------------|------------|------------|
| | | FY99 | FY05 | FY06 | FY07 | FY08 | FY09 | FY10 |
| Lewis-Clark State College | | | | | | | | |
| FT Students: | Male | 815 | 990 | 931 | 940 | 950 | 959 | 969 |
| | Female | 1,108 | 1,339 | 1,348 | 1,361 | 1,375 | 1,389 | 1,403 |
| % | Male | 42% | 43% | 41% | 41% | 41% | 41% | 41% |
| | Female | 58% | 57% | 59% | 59% | 59% | 59% | 59% |
| Athletes: | Male | 85 | 82 | 82 | 77 | 75 | 73 | 69 |
| | Female | 60 | 67 | 57 | 62 | 64 | 66 | 69 |
| | Female Student Athletes Needed | 56 | 44 | 62 | 49 | 45 | 40 | 31 |
| % | Male | 59% | 55% | 59% | 55% | 54% | 53% | 50% |
| | Female | 41% | 45% | 41% | 45% | 46% | 47% | 50% |
| Gender Equity Costs | | 122,640 | 227,264 | 211,698 | 241,614 | 257,510 | 274,061 | 295,554 |
| Anticipated Sources of Revenue: | | | | | | | | |
| | Increased Student Fees | The increase in student fee waivers granted by the Board in August 2006 will be the primary source of funding. | | | | | | |
| | Sport Revenue | | | | | | | |
| | Boosters/Foundation | | | | | | | |
| | Appropriated Support | | | | | | | |
| Total Revenue | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Costs Less Revenue | | 122,640 | 227,264 | 211,698 | 241,614 | 257,510 | 274,061 | 295,554 |
| <hr/> | | | | | | | | |
| Annual Student Aid | | | | | | | | |
| | Male | 298,287 | 423,849 | 503,467 | 516,592 | 549,831 | 540,621 | 561,178 |
| | Female | 195,648 | 277,064 | 279,772 | 342,663 | 444,798 | 512,003 | 551,426 |
| Total Annual Student Aid | | 493,935 | 700,913 | 783,239 | 859,255 | 994,629 | 1,052,623 | 1,112,604 |
| Annual Student Aid % | | | | | | | | |
| | Male | 60% | 60% | 64% | 60% | 55% | 51% | 50% |
| | Female | 40% | 40% | 36% | 40% | 45% | 49% | 50% |
| Total Annual Student Aid % | | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| In-State Fees | | 2,044 | 3,392 | 3,714 | 3,897 | 4,024 | 4,152 | 4,283 |
| OST Waiver | | 4,848 | 6,240 | 6,552 | 6,944 | 7,359 | 7,800 | 8,266 |
| In-State full ride | | 6,892 | 9,632 | 10,266 | 10,841 | 11,383 | 11,952 | 12,550 |
| Estimated Increase in Fees | | | | | | 5% | 5% | 5% |
| <hr/> | | | | | | | | |
| Participants by Sport | | | | | | | | |
| Men's Programs: | | | | | | | | |
| Football | | | | | | | | |
| | Basketball | 12 | 14 | 10 | 13 | 12 | 12 | 12 |
| | Track & Field/Cross Country | 5 | 13 | 10 | 10 | 10 | 10 | 10 |
| | Tennis | 9 | 8 | 9 | 9 | 8 | 8 | 8 |
| | Baseball | 45 | 38 | 44 | 40 | 35 | 35 | 35 |
| | Wrestling | | | | | | | |
| | Golf | 7 | 9 | 9 | 9 | 9 | 9 | 9 |
| | Volleyball | | | | | | | |
| | Rodeo | 7 | | | | | | |
| Total Male Participation | | 85 | 82 | 82 | 81 | 74 | 74 | 74 |
| Male Participation % | | 58.62% | 55.03% | 58.16% | 53.64% | 50.68% | 50.00% | 50.00% |
| Women's Programs | | | | | | | | |
| | Volleyball | 15 | 13 | 14 | 14 | 14 | 14 | 14 |
| | Basketball | 13 | 12 | 10 | 10 | 10 | 10 | 10 |
| | Track & Field/Cross Country | 9 | 17 | 16 | 19 | 21 | 23 | 23 |
| | Tennis | 10 | 13 | 11 | 18 | 18 | 18 | 18 |
| | Gymnastics | | | | | | | |
| | Golf | 5 | 12 | 8 | 9 | 9 | 9 | 9 |
| | Soccer | | | | | | | |
| | Softball | | | | | | | |
| | Rodeo | 8 | | | | | | |
| | New Sport 1 | | | | | | | |
| | New Sport 2 | | | | | | | |
| Total Female Participation | | 60 | 67 | 59 | 70 | 72 | 74 | 74 |
| Female Participation % | | 41.38% | 44.97% | 41.84% | 46.36% | 49.32% | 50.00% | 50.00% |
| Total Participants | | 145 | 149 | 141 | 151 | 146 | 148 | 148 |

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21 - 22, 2007

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21 - 22, 2007

institution's booster organization, requested for submission to the Board for information only.

- 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

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 FY06 actual compensation and FY07 estimated compensation.

DISCUSSION

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

IMPACT

Reports athletic employee compensation for FY05 (actual) and FY06 (estimated).

ATTACHMENTS

| | | |
|--|---------------|-------------|
| Attachment 1 - Boise State University | FY06 Actual | Pages 3-5 |
| | FY07 Estimate | Pages 7-9 |
| Attachment 2 - Idaho State University | FY06 Actual | Pages 11-13 |
| | FY07 Estimate | Pages 15-17 |
| Attachment 3 - University of Idaho | FY06 Actual | Pages 19-21 |
| | FY07 Estimate | Pages 23-25 |
| Attachment 4 - Lewis-Clark State College | FY06 Actual | Pages 27-28 |
| | FY07 Estimate | Pages 29-30 |

STAFF COMMENTS AND RECOMMENDATIONS

The Board has delegated to the chief executive officer of each institution 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

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

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Intercollegiate Athletics Compensation Report
Boise State University
FY2006 Actual Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Perks | | | Multi-Yr Contract | All Compensation | | | | |
|---|------|--------------|---------------|-------|------------------|----------------|------------------|-------|---------------|-----|-------|-------------------|------------------|-----------------|-----------|--|--|
| | | Base Salary | Camps/Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | | |
| Athletic Administration | | | | | | | | | | | | | | | | | |
| 1 Gene Bleymaier Athletic Director | 1.00 | 220,000 | 0 | 0 | 750 | 6,000 | 30,500 | 0 | Yes | Yes | No | Yes | 113,212 | 143,288 | 750 | | |
| 2 Curt Apsey Sr. Assoc AD | 1.00 | 93,643 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | - | 93,643 | | | |
| 3 Lisa Parker Sr. Assoc AD | 1.00 | 80,000 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | 60,000 | 20,000 | | | |
| 4 Bob Madden Assoc AD | 1.00 | 86,100 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | - | 86,100 | | | |
| 5 Herb Criner Assoc AD | 1.00 | 70,641 | 0 | 0 | 0 | 0 | 0 | 7,500 | Yes | Yes | No | No | | 78,141 | | | |
| 6 Mike Waller Assoc AD | 1.00 | 65,597 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | | 65,597 | | | |
| 7 Brad Larrondo Asst AD - Market & Promo | 1.00 | 51,000 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | No | No | No | | 51,000 | | | |
| 8 Gary Craner Asst AD - Trainer | 1.00 | 55,778 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 55,778 | | | | |
| 9 Anita Guerricabeitia Asst AD - Tkts | 1.00 | 49,000 | 0 | 0 | 0 | 0 | 0 | 5,000 | No | No | No | No | | 54,000 | | | |
| 10 Max Corbet Asst AD - SID | 1.00 | 49,000 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | No | No | No | | 49,000 | | | |
| 11 Gabe Rosenvall Asst AD - Academics | 1.00 | 41,775 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 41,775 | | | | |
| 12 Nicole Gamez Business Mgr | 1.00 | 49,000 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 49,000 | | | |
| 13 Jeff Pitman Strength Coordinator | 1.00 | 53,530 | 8,100 | 0 | 0 | 0 | 5,000 | 0 | No | Yes | No | No | | 58,530 | 8,100 | | |
| 14 Valerie Tichenor Asst to the AD | 1.00 | 47,736 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 47,736 | | | |
| 15 Lori Hays Sports Information Dir | 1.00 | 41,828 | 0 | 0 | 0 | 0 | 0 | 600 | No | No | No | No | | 42,428 | | | |
| 16 Matt Billings Compliance Director | 1.00 | 40,800 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 40,800 | | | |
| 17 Megan Levi Asst BAA Director | 1.00 | 40,000 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 40,000 | | | |
| 18 Cindy Satterfield Assoc Athletic Trainer | 1.00 | 38,210 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 38,210 | | | | |
| 19 George Goodridge Assoc Athletic Trainer | 1.00 | 38,199 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 38,199 | | | | |
| 20 Todd Miles Assistant SID | 1.00 | 37,760 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 37,760 | | | |
| 21 Doug Link Assistant SID | 1.00 | 37,266 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 37,266 | | | |
| 22 Kevin Bunker Information Technology | 1.00 | 35,109 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 35,109 | | | |
| 23 Anna Marie Kaus Academic Advisor | 1.00 | 33,959 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 33,959 | | | |
| 24 Oscar Duncan Academic Advisor | 1.00 | 33,959 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 33,959 | | | |
| 25 Cindy Rice Accountant | 1.00 | 33,760 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 33,760 | | | |
| 26 Shaela Priaux Ticket Office Manager | 1.00 | 32,460 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 32,460 | | | |
| 27 Adam Parker Director of Promotions | 1.00 | 32,460 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 32,460 | | | |
| 28 Brent Moore Corp Services Coord | 1.00 | 32,460 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 32,460 | | | |
| 29 Brandon Voigt Asst Athletic Trainer | 1.00 | 32,000 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 32,000 | | | | |
| 30 Jared Aurich Asst Strength Coach | 1.00 | 30,600 | 7,180 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 30,600 | 7,180 | | |
| 31 Jordan McCoy Asst Strength Coach | 1.00 | 30,600 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 30,600 | | | |

Intercollegiate Athletics Compensation Report
Boise State University
FY2006 Actual Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Perks | | | Multi-Yr Contract | All Compensation | | | | |
|--|------|--------------|---------------|---------|------------------|----------------|------------------|-------|---------------|-----|-------|-------------------|------------------|-----------------|-----------|--|--|
| | | Base Salary | Camps/Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | | |
| 32 Men's Sports | | | | | | | | | | | | | | | | | |
| 33 Football | | | | | | | | | | | | | | | | | |
| 34 Dan Hawkins Head Coach | 1.00 | 423,350 | 0 | 101,650 | 3,500 | 0 | 41,666 | 0 | Yes | Yes | No | Yes | 141,744 | 424,922 | 3,500 | | |
| 35 Chris Peterson Assistant Coach | 1.00 | 152,536 | 9,300 | 25,000 | 750 | 0 | 15,992 | 0 | No | Yes | No | No | | 193,528 | 10,050 | | |
| 36 Ron Collins Assistant Coach | 1.00 | 109,960 | 9,300 | 25,000 | 750 | 0 | 11,728 | 0 | No | Yes | No | No | 105,210 | 41,478 | 10,050 | | |
| 37 Kent Riddle Assistant Coach | 1.00 | 85,758 | 9,300 | 6,750 | 750 | 0 | 8,396 | 0 | No | Yes | No | No | | 100,904 | 10,050 | | |
| 38 Chris Strausser Assistant Coach | 1.00 | 85,780 | 9,300 | 6,750 | 750 | 0 | 7,998 | 0 | No | Yes | No | No | 84,497 | 16,031 | 10,050 | | |
| 39 Marcel Yates Assistant Coach | 1.00 | 51,999 | 9,300 | 0 | 750 | 0 | 4,333 | 0 | No | Yes | No | No | | 56,332 | 10,050 | | |
| 40 Bryan Harsin Assistant Coach | 1.00 | 50,118 | 19,000 | 3,000 | 750 | 0 | 4,588 | 0 | No | Yes | No | No | 49,548 | 8,158 | 19,750 | | |
| 41 Romeo Bandison Assistant Coach | 1.00 | 54,573 | 9,300 | 0 | 750 | 0 | 4,958 | 0 | No | Yes | No | No | | 60,174 | 10,050 | | |
| 42 Steve Smyte Assistant Coach | 1.00 | 53,232 | 9,300 | 10,850 | 750 | 0 | 6,942 | 0 | No | Yes | No | No | | 71,024 | 10,050 | | |
| 43 Robert Tucker Assistant Coach | 1.00 | 52,004 | 9,300 | 0 | 750 | 0 | 4,992 | 0 | No | Yes | No | No | 52,004 | 4,992 | 10,050 | | |
| 44 | | | | | | | | | | | | | | | | | |
| 45 Basketball | | | | | | | | | | | | | | | | | |
| 46 Greg Graham Head Coach | 1.00 | 245,013 | 10,000 | 0 | 7,500 | 0 | 0 | 0 | No | Yes | No | Yes | 135,013 | 110,000 | 17,500 | | |
| 47 Andy McClousky Assistant Coach | 1.00 | 60,500 | 8,000 | 0 | 1,250 | 0 | 0 | 0 | No | Yes | No | No | | 60,500 | 9,250 | | |
| 48 Tim Cleary Assistant Coach | 1.00 | 55,500 | 8,000 | 0 | 1,500 | 0 | 0 | 0 | No | Yes | No | No | | 55,500 | 9,250 | | |
| 49 Julious Coleman Assistant Coach | 1.00 | 33,600 | 8,000 | 0 | 1,250 | 0 | 0 | 0 | No | No | No | No | | 33,600 | 9,250 | | |
| 50 | | | | | | | | | | | | | | | | | |
| 51 Wrestling | | | | | | | | | | | | | | | | | |
| 52 Greg Randall Head Coach | 1.00 | 44,768 | 0 | 0 | 0 | 0 | 5,000 | 0 | No | Yes | No | No | | 49,768 | | | |
| 53 Chris Owens Assistant Coach | .83 | 32,758 | 0 | 0 | 0 | 0 | 500 | 0 | No | No | No | No | | 33,258 | | | |
| 54 Rusty Cook Assistant Coach | .75 | 18,375 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 18,375 | | | |
| 55 Golf | | | | | | | | | | | | | | | | | |
| 56 Kevin Burton Head Coach | 1.00 | 30,000 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | | 30,000 | | | |
| 57 Tennis | | | | | | | | | | | | | | | | | |
| 58 Greg Patton Head Coach | 1.00 | 88,000 | 0 | 0 | 0 | 0 | 2,000 | 0 | No | Yes | No | No | | 88,000 | | | |
| 59 Morgan Shepard Assistant Coach | 1.00 | 15,018 | 0 | 0 | 0 | 0 | 750 | 0 | No | No | No | No | | 15,018 | | | |
| 60 | | | | | | | | | | | | | | | | | |
| 61 Men/Women's Track & Field | | | | | | | | | | | | | | | | | |
| 62 Mike Maynard Head Coach | 1.00 | 74,158 | 0 | 0 | 0 | 0 | 6,000 | 0 | No | Yes | No | No | | | | | |
| 63 David Welch Assistant Coach | 1.00 | 34,000 | 0 | 0 | 0 | 0 | 1,750 | 0 | No | No | No | No | 34,000 | 1,750 | | | |
| 64 Petros Kyprianou/Jaki Assistant Coach | 1.00 | 34,000 | 0 | 0 | 0 | 0 | 1,500 | 0 | No | No | No | No | 29,269 | 6,231 | | | |
| 65 Amy Christoffersen Assistant Coach | 1.00 | 34,307 | 0 | 0 | 0 | 0 | 1,500 | 0 | No | No | No | No | 34,307 | 1,500 | | | |

Intercollegiate Athletics Compensation Report
Boise State University
FY2006 Actual Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Perks | | | Multi-Yr Contract | All Compensation | | | | |
|--------------------------------------|------|--------------|-------------------|-------|---------------------|----------------|------------------|-------|---------------|-----|-------|-------------------|------------------|-----------------|-----------|--|--------|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | | |
| 66 Women's Sports | | | | | | | | | | | | | | | | | |
| 67 Basketball | | | | | | | | | | | | | | | | | |
| 68 Gordon Presnell Head Coach | 1.00 | 84,900 | 0 | 5,100 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | Yes | 83,207 | 6,793 | | |
| 69 Ali Payne Assistant Coach | 1.00 | 41,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | No | 35,500 | 5,500 | | |
| 70 Heather Sower Assistant Coach | 1.00 | 38,000 | 7,750 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | No | 38,000 | | | 7,750 |
| 71 Toriano Towns Assistant Coach | 1.00 | 41,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 41,000 | | |
| 72 Soccer | | | | | | | | | | | | | | | | | |
| 73 Steve Lucas Head Coach | 1.00 | 45,232 | 13,500 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | No | 45,232 | | | 13,500 |
| 74 Michelle Zentz Assistant Coach | 1.00 | 32,768 | 3,500 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 32,768 | | | 3,500 |
| 75 Volleyball | | | | | | | | | | | | | | | | | |
| 76 Scott Sandel Head Coach | 1.00 | 66,009 | 3,200 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | No | 66,009 | | | 3,200 |
| 77 Keisha Demps Assistant Coach | 1.00 | 38,003 | 4,000 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 38,003 | | 4,000 |
| 78 Chelsie Schaefer Assistant Coach | 1.00 | 30,000 | 3,400 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 30,000 | | | 3,400 |
| 79 Gymnastics | | | | | | | | | | | | | | | | | |
| 80 Sam Sandmire Head Coach | 1.00 | 55,189 | 1,100 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | 53,189 | 2,000 | | 1,100 |
| 81 William Steinbach Assistant Coach | 1.00 | 33,904 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 33,904 | | | |
| 82 Tina Bird Assistant Coach | 1.00 | 34,400 | 1,100 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,400 | | 1,100 |
| 83 Tennis | | | | | | | | | | | | | | | | | |
| 84 Mark Tichenor Head Coach | 1.00 | 39,377 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 39,377 | | | |
| 85 Alissa Ayling Assistant Coach | 1.00 | 15,018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 15,018 | | | |
| 86 Golf | | | | | | | | | | | | | | | | | |
| 87 Lisa Wasinger Head Coach | 1.00 | 31,676 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | 31,676 | | | |
| 88 Ski | | | | | | | | | | | | | | | | | |
| 89 Chris Hendrickson Head Coach | 1.00 | 38,760 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | Yes | No | | 38,760 | | |
| 90 Aniya Dietz Assistant Coach | 1.00 | 20,000 | | | | | | | | No | No | No | No | | 20,000 | | |

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Intercollegiate Athletics Compensation Report
Boise State University
FY2007 Estimation of Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Perks | | | Multi-Yr Contract | All Compensation | | | | |
|---|------|--------------|---------------|-------|------------------|----------------|------------------|-------|---------------|-----|-------|-------------------|------------------|-----------------|-----------|-------|--|
| | | Base Salary | Camps/Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | | |
| 1 Athletic Administration | | | | | | | | | | | | | | | | | |
| 2 Gene Bleymaier Athletic Director | 1.00 | 226,596 | 0 | 0 | 750 | 6,000 | 30,500 | 0 | Yes | Yes | No | Yes | 110,030 | 153,066 | | 750 | |
| 3 Curt Apsey Sr. Assoc AD | 1.00 | 98,509 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | | 98,509 | | | |
| 4 Bob Madden Assoc AD | 1.00 | 90,460 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | | 90,460 | | | |
| 5 Lisa Parker Sr. Assoc AD | 1.00 | 86,549 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | 61,808 | 24,741 | | | |
| 6 Mike Waller Assoc AD | 1.00 | 76,357 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | | 76,357 | | | |
| 7 Mike Sumpter Assoc AD | 1.00 | 70,013 | 0 | 0 | 0 | 0 | 0 | 7,500 | Yes | Yes | No | No | | 70,357 | | | |
| 8 Lori Hays Asst AD - Facilities | 1.00 | 46,946 | 0 | 0 | 0 | 0 | 0 | 1,500 | No | No | No | No | | 46,946 | | | |
| 9 Brad Larrondo Asst AD - Market & Promo | 1.00 | 52,541 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | No | No | No | | 52,541 | | | |
| 10 Gary Craner Asst AD - Trainer | 1.00 | 56,909 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 56,909 | | | | |
| 11 Anita Guerricabeitia Asst AD - Tkts | 1.00 | 50,482 | 0 | 0 | 0 | 0 | 0 | 5,000 | No | No | No | No | | 55,482 | | | |
| 12 Max Corbet Asst AD - SID | 1.00 | 50,482 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | No | No | No | | 50,482 | | | |
| 13 Gabe Rosenvall Asst AD - Academics | 1.00 | 42,599 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 42,599 | | | | |
| 14 Nicole Gamez Business Mgr | 1.00 | 50,482 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 50,482 | | | |
| 15 Tim Socha Strength Coordinator | 1.00 | 65,000 | 7,000 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | No | | 65,000 | | 7,000 | |
| 16 Valerie Tichenor Asst to the AD | 1.00 | 55,016 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 55,016 | | | |
| 17 Matt Billings Compliance Director | 1.00 | 41,621 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 51,621 | | | |
| 18 Megan Levi Advancement | 0.50 | 27,508 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 27,508 | | | |
| 19 Michel Bourgeau Advancement | 0.50 | 27,508 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 27,508 | | | |
| 20 Kris Kammon Asst Dir of BAA | 1.00 | 49,000 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 49,000 | | | |
| 21 Cindy Satterfield Assoc Athletic Trainer | 1.00 | 39,000 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 39,000 | | | | |
| 22 Tyler Smith Asst Athletic Trainer | 1.00 | 35,007 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 35,007 | | | | |
| 23 Todd Miles Assistant SID | 1.00 | 38,522 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 38,522 | | | |
| 24 Doug Link Assistant SID | 1.00 | 38,023 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 38,023 | | | |
| 25 Joe Nickell | | 34,500 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,500 | | | |
| 26 Andy Atkinson Information Technology | 1.00 | 55,016 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 55,016 | | | |
| 27 Valerie Cleary Academic Advisor | 1.00 | 34,716 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,716 | | | |
| 28 Chelsie Herman Academic Advisor | 1.00 | 34,050 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,050 | | | |
| 29 Eric Kile Academic Advisor | 1.00 | 34,508 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,508 | | | |
| 30 Cindy Rice Accountant | 1.00 | 34,508 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,508 | | | |
| 31 Shaela Priaulx Ticket Office Manager | 1.00 | 34,508 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,508 | | | |
| 32 Adam Parker Director of Promotions | 1.00 | 34,508 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,508 | | | |
| 33 Brent Moore Corp Services Coord | 1.00 | 34,508 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,508 | | | |
| 34 Brandon Voigt Asst Athletic Trainer | 1.00 | 35,007 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 35,007 | | | |
| 35 Jared Aurich Asst Strength Coach | 1.00 | 35,007 | 7,000 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 35,007 | | 7,000 | |
| 36 Ron Dibelius Asst to the AD | 1.00 | 50,000 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | | 50,000 | | | |
| 37 Ryan Russell Asst Strength Coach | 1.00 | 32,000 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 30,600 | | | |

Intercollegiate Athletics Compensation Report
Boise State University
FY2007 Estimation of Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Perks | | | Multi-Yr Contract | All Compensation | | | | | |
|---|------|---|---------------|---------|------------------|----------------|------------------|---------------------------|---------------|-----|-------|-------------------|------------------|-----------------|-----------|--|--|--|
| | | Base Salary | Camps/Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | | | |
| 38 Men's Sports | | | | | | | | | | | | | | | | | | |
| 39 Football | | | | | | | | | | | | | | | | | | |
| 40 Chris Peterson Head Coach | 1.00 | 602,971 | | 100,000 | 3,500 | 0 | 166,667 | 0 | Yes | Yes | No | Yes | 150,000 | 719,638 | 3,500 | | | |
| 41 Sean Kugler Assistant Coach | 1.00 | 178,510 | 11,000 | | 750 | 0 | 19,950 | 0 | No | Yes | No | No | | 198,460 | 11,750 | | | |
| 42 Bryan Harsin Assistant Coach | 1.00 | 141,604 | 11,000 | 25,000 | 750 | 0 | 18,620 | 0 | No | Yes | No | No | | 185,224 | 11,750 | | | |
| 43 Justin Wilcox Assistant Coach | 1.00 | 141,604 | 11,000 | 25,000 | 750 | 0 | 18,620 | 0 | No | Yes | No | No | 105,214 | 80,010 | 11,750 | | | |
| 44 Viliami Tuivai Assistant Coach | 1.00 | 83,265 | 11,000 | 6,000 | 750 | 0 | 9,975 | 0 | No | Yes | No | No | | 99,240 | 11,750 | | | |
| 45 Marcel Yates Assistant Coach | 1.00 | 106,152 | 11,000 | 8,000 | 750 | 0 | 11,305 | 0 | No | Yes | No | No | | 125,457 | 11,750 | | | |
| 46 Jeff Choate Assistant Coach | 1.00 | 119,007 | 11,000 | | 750 | 0 | 13,300 | 0 | No | Yes | No | No | 15,503 | 116,804 | 11,750 | | | |
| 47 Pete Kwiatkowski Assistant Coach | 1.00 | 100,210 | 11,000 | | 750 | 0 | 10,640 | 0 | No | Yes | No | No | 49,548 | 61,302 | 11,750 | | | |
| 48 Scott Huff Assistant Coach | 1.00 | 73,211 | 11,000 | 4,150 | 750 | 0 | 8,645 | 0 | No | Yes | No | No | | 86,006 | 11,750 | | | |
| 49 Brent Pease Assistant Coach | 1.00 | 105,154 | 11,000 | | 750 | 0 | 11,305 | 0 | No | Yes | No | No | 52,000 | 64,459 | 11,750 | | | |
| 50 Keith Bhonapha Dir of FB Operations | 1.00 | 47,620 | 11,000 | | 0 | 0 | 5,320 | 0 | No | Yes | No | No | | 52,940 | 11,000 | | | |
| 51 | | FY07 salary including 5 months of salary increase (Feb 1 - June 30, 2007) | | | | | | Winning & BCS Fiesta Bowl | | | | | | | | | | |
| 52 | | | | | | | | | | | | | | | | | | |
| 53 Basketball | | | | | | | | | | | | | | | | | | |
| 54 Greg Graham Head Coach | 1.00 | 265,013 | 10,000 | 0 | 7,500 | 0 | 0 | 0 | Yes | Yes | No | Yes | 135,013 | 130,000 | 17,500 | | | |
| 55 Andy McClousky Assistant Coach | 1.00 | 62,317 | 8,000 | 0 | 1,250 | 0 | 0 | 0 | No | Yes | No | No | | 62,317 | 9,250 | | | |
| 56 Tim Cleary Assistant Coach | 1.00 | 57,180 | 8,000 | 0 | 1,500 | 0 | 0 | 0 | No | Yes | No | No | | 57,180 | 9,500 | | | |
| 57 Julious Coleman Assistant Coach | 1.00 | 34,986 | 8,000 | 0 | 1,250 | 0 | 0 | 0 | No | No | No | No | | 34,986 | 9,250 | | | |
| 58 | | | | | | | | | | | | | | | | | | |
| 59 Wrestling | | | | | | | | | | | | | | | | | | |
| 60 Greg Randall Head Coach | 1.00 | 45,677 | 0 | 0 | 0 | 0 | 5,000 | 0 | No | Yes | No | No | | 50,677 | - | | | |
| 61 Chris Owens Assistant Coach | 0.83 | 33,426 | 0 | 0 | 0 | 0 | 500 | 0 | No | No | No | No | | 33,926 | - | | | |
| 62 Kirk White Assistant Coach | 0.75 | 18,949 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 18,949 | - | | | |
| 63 Golf | | | | | | | | | | | | | | | | | | |
| 64 Kevin Burton Head Coach | 1.00 | 32,303 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | | 32,303 | - | | | |
| 65 Tennis | | | | | | | | | | | | | | | | | | |
| 66 Greg Patton Head Coach | 1.00 | 90,647 | 0 | 0 | 0 | 0 | 2,000 | 0 | No | Yes | No | No | | 92,647 | - | | | |
| 67 Morgan Shepard Assistant Coach | 1.00 | 17,000 | 0 | 0 | 0 | 0 | 750 | 0 | No | No | No | No | | 17,750 | - | | | |
| 68 | | | | | | | | | | | | | | | | | | |
| 69 Men/Women's Track & Field | | | | | | | | | | | | | | | | | | |
| 70 Mike Maynard Head Coach | 1.00 | 75,650 | 0 | 0 | 0 | 0 | 6,000 | 0 | No | Yes | No | No | | 81,650 | - | | | |
| 71 David Welch Assistant Coach | 1.00 | 35,028 | 0 | 0 | 0 | 0 | 1,750 | 0 | No | No | No | No | 29,487 | 7,291 | - | | | |
| 72 Petros Kyprianou/Jak Assistant Coach | 1.00 | 35,028 | 0 | 0 | 0 | 0 | 1,500 | 0 | No | No | No | No | 30,161 | 6,367 | - | | | |
| 73 Amy Christoffersen Assistant Coach | 1.00 | 40,020 | 0 | 0 | 0 | 0 | 1,500 | 0 | No | No | No | No | 34,644 | 6,876 | - | | | |

Intercollegiate Athletics Compensation Report
Boise State University
FY2007 Estimation of Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Perks | | | Multi-Yr Contract | All Compensation | | | |
|-----------------------------------|------|--------------|---------------|-------|------------------|----------------|------------------|-------|---------------|-----|-------|-------------------|------------------|-----------------|-----------|-------|
| | | Base Salary | Camps/Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | |
| 74 Women's Sports | | | | | | | | | | | | | | | | |
| 75 Basketball | | | | | | | | | | | | | | | | |
| 76 Gordon Presnell Head Coach | 1.00 | 93,912 | 0 | 5,100 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | Yes | 93,912 | 5,100 | |
| 77 Ali Payne Assistant Coach | 1.00 | 42,245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | No | 36,579 | 5,666 | |
| 78 Heather Sower Assistant Coach | 1.00 | 40,165 | 7,750 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | No | 40,165 | | 7,750 |
| 79 Toriano Towns Assistant Coach | 1.00 | 42,245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 42,245 | |
| 80 Soccer | | | | | | | | | | | | | | | | |
| 81 Steve Lucas Head Coach | 1.00 | 46,584 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | No | 46,584 | | |
| 82 Michelle Zentz Assistant Coach | 1.00 | 33,763 | 3,500 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 33,763 | | 3,500 |
| 83 Volleyball | | | | | | | | | | | | | | | | |
| 84 Robin Davis Head Coach | 1.00 | 70,013 | 3,200 | 0 | 0 | 0 | 0 | 0 | 0 | No | Yes | No | Yes | 68,000 | 2,013 | 3,200 |
| 85 Doug English Assistant Coach | 1.00 | 34,008 | 4,000 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 34,008 | 4,000 |
| 86 Kelle Bond Assistant Coach | 1.00 | 35,007 | 3,400 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 35,007 | | 3,400 |
| 87 Gymnastics | | | | | | | | | | | | | | | | |
| 88 Sam Sandmire Head Coach | 1.00 | 56,328 | 1,100 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | 54,269 | 2,059 | 1,100 |
| 89 Neil Resnick Assistant Coach | 1.00 | 40,020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 40,020 | | |
| 90 Tina Bird Assistant Coach | 1.00 | 35,090 | 1,100 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | | 35,090 | 1,100 |
| 91 Tennis | | | | | | | | | | | | | | | | |
| 92 Mark Tichenor Head Coach | 1.00 | 40,165 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 44,182 | | |
| 93 TBD Assistant Coach | 1.00 | 15,642 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No | No | No | No | 17,000 | | |
| 94 Golf | | | | | | | | | | | | | | | | |
| 95 Lisa Wasinger Head Coach | 1.00 | 32,303 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | No | No | 32,303 | | |
| 96 Swimming | | | | | | | | | | | | | | | | |
| 97 Kristin Hill Head Coach | 1.00 | 40,020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Yes | Yes | Yes | No | | 40,020 | |
| 98 Laurel Hill Assistant Coach | 1.00 | 22,007 | | | | | | | | No | No | No | No | | 22,007 | |

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Intercollegiate Athletics Compensation Report
 Idaho State University
 FY 2006 Actual Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonuses | | | Perks | | | Multi-Yr Contract | Funding | | |
|---------------------------------------|------|--------------|-------------------|-------------------|---------|------------------|------------------|---------------|---------------|-----|-------|-------------------|---------------|-----------------|-----------|
| | | Base Salary | Camps/ Clinics | Equip Co Media | & Other | Grad Rate | Winning Perform. | Acad Perform. | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other |
| Athletic Administration: | | | | | | | | | | | | | | | |
| 1 Paul Bubb Athl Dir | 1.00 | 128,739 | | | | | | | 1,200 | Yes | | No | 128,739 | 1,200 | |
| 2 Jim Kramer Fiscal Officer | 1.00 | 37,000 | | | | | | | | | | No | 37,000 | | |
| 3 Frank Mercogliano Sports Info Dir | 1.00 | 44,141 | | | | | | | | | | No | 44,141 | | |
| 4 Jason Erickson Asst Sports Inf Dir | 1.00 | 26,206 | | | | | | | | | | No | 26,206 | | |
| 5 Phillip Luckey Men's Trainer | 0.91 | 44,908 | 276 | | | | | | | | | No | 44,908 | | 276 |
| 6 Jody Wotowey Assoc Trainer | 1.00 | 35,529 | 300 | | | | | | | | | No | 35,529 | | 300 |
| 7 Thomas Brock Asst Trainer | 1.00 | 32,450 | | | | | | | | | | No | 32,450 | | |
| 8 David Hofmaier Stngth Coach | 1.00 | 40,609 | | | | | | | | | | No | 40,609 | | |
| 9 Kaci Williams Asst Stngth Coach | 0.87 | 25,492 | | | | | | | | | | No | 22,129 | 3,363 | |
| 10 Zach Nott Asst Stngth Coach | 0.13 | 3,154 | | | | | | | | | | No | 3,154 | | |
| 11 Nancy Graziano Assoc Athl Dir | 1.00 | 61,021 | | | | | | | | | | No | | 61,021 | |
| 12 Matthew Steuart Dir Acad Service | 1.00 | 31,932 | | | | | | | | | | No | | 31,932 | |
| 13 Michael Pritchett Market/Prom Dir | 1.00 | 31,838 | | | | | | | | | | No | | 31,838 | |
| 14 Michelle Railsback Media Relations | 0.50 | 15,787 | | | | | | | | | | No | 7,132 | 8,655 | |
| 15 Mark Salisbury Adm Counselor | 1.00 | 20,792 | | | | | | | | | | No | | 20,792 | |
| 16 Rance Pugmire Sr. Assoc Athl Dir | 1.00 | 60,065 | | | | | | | 1,200 | Yes | | No | | 61,265 | |
| 17 Donna Hayes Fund Raiser | 1.00 | 34,688 | | | | | | | | | | No | | 34,688 | |
| 18 | | | | | | | | | | | | | | | |
| 19 Bengal Foundation | | | | | | | | | | | | | | | |
| 20 Daniel Ingram Dir/Annl Giving | 1.00 | 37,939 | | | | | | | | | | No | | 37,939 | |
| 21 | | | | | | | | | | | | | | | |
| 22 | | | | | | | | | | | | | | | |
| 23 ISU Bengal Dance | | | | | | | | | | | | | | | |
| 24 Hiliary Hofmaier Coach | 0.45 | 18,089 | | | | | | | | | | No | 18,089 | | |
| 25 | | | | | | | | | | | | | | | |

Intercollegiate Athletics Compensation Report
 Idaho State University
 FY 2006 Actual Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonuses | | | Perks | | | Multi-Yr Contract | Funding | | | | |
|----------------------------------|------|--------------|-------------------|--------|---------------------|------------------|------------------|---------------|---------------|-----|-------|-------------------|---------------|-----------------|-----------|--|--|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Acad Perform. | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | | |
| 26 Men's Sports | | | | | | | | | | | | | | | | | |
| 27 Football | | | | | | | | | | | | | | | | | |
| 28 Larry Lewis Hd Coach | 0.91 | 96,343 | 2,400 | 11,500 | | | | | Yes | | Yes | 96,343 | 11,500 | 2,400 | | | |
| 29 Bruce Barnum Asst Coach | 1.00 | 55,451 | 2,400 | | | | | | | | No | 55,451 | | 2,400 | | | |
| 30 Nick Whitworth Asst Coach | 1.00 | 25,798 | 2,400 | | | | | | | | No | 25,798 | | 2,400 | | | |
| 31 Mark Rhea Asst Coach | 0.77 | 25,514 | 2,400 | | | | | | | | No | 25,514 | | 2,400 | | | |
| 32 William Plemons Asst Coach | 0.23 | 7,386 | | | | | | | | | No | 7,386 | | | | | |
| 33 Joe Borich Asst Coach | 1.00 | 33,478 | 2,400 | | | | | | Yes | | No | 33,478 | | 2,400 | | | |
| 34 Joe Lorig Asst Coach | 1.00 | 37,615 | 2,400 | | | | | | Yes | | No | 37,615 | | 2,400 | | | |
| 35 Bryant Thomas Asst Coach | 1.00 | 29,863 | 2,400 | | | | | | | | No | 29,863 | | 2,400 | | | |
| 36 Torey Hunter Asst Coach | 1.00 | 29,863 | 2,400 | | | | | | | | No | 29,863 | | 2,400 | | | |
| 37 Stacy Collins Asst Coach | 1.00 | 21,321 | 1,400 | | | | | | | | No | 10,340 | 10,981 | 1,400 | | | |
| 38 | | | | | | | | | | | | | | | | | |
| 39 Basketball | | | | | | | | | | | | | | | | | |
| 40 Doug Oliver Hd Coach | 0.78 | 93,734 | | 6,065 | | | | | Yes | | No | 93,734 | 6,065 | | | | |
| 41 Joe O'Brien Hd Coach | 0.18 | 21,990 | | | | | | | Yes | | Yes | 21,990 | | | | | |
| 42 Louis Wilson Asst Coach | 0.85 | 44,500 | 2,564 | | | | | 2,856 | | | No | 44,500 | 2,856 | 2,564 | | | |
| 43 Geoffrey Alexander Asst Coach | 0.15 | 7,850 | | | | | | | Yes | | No | 7,850 | | | | | |
| 44 Jay McMillin Asst Coach | 0.85 | 44,285 | 2,564 | | | | | 2,856 | Yes | | No | 44,285 | 2,856 | 2,564 | | | |
| 45 Steve Swanson Asst Coach | 0.15 | 6,924 | | | | | | | Yes | | No | 6,924 | | | | | |
| 46 | | | | | | | | | | | | | | | | | |
| 47 Tennis | | | | | | | | | | | | | | | | | |
| 48 Robert Goeltz Hd Coach | 0.43 | 18,079 | | | | | | | | | No | 18,079 | | | | | |
| 49 Tom Goodwin Asst Coach | 0.21 | 5,986 | | | | | | | | | No | 5,986 | | | | | |
| 50 | | | | | | | | | | | | | | | | | |
| 51 Track & Field | | | | | | | | | | | | | | | | | |
| 52 David Nielsen Hd Coach | 0.46 | 25,426 | 63 | | | | | 481 | | | No | 25,426 | 481 | 63 | | | |
| 53 Jackie Poulson Asst Coach | 0.50 | 8,333 | 63 | | | | | | | | No | 8,333 | | 63 | | | |
| 54 | | | | | | | | | | | | | | | | | |
| 55 Golf | | | | | | | | | | | | | | | | | |
| 56 David Molitor Hd Coach | 0.50 | 18,845 | | | | | | | | | No | 18,845 | | | | | |
| 57 | | | | | | | | | | | | | | | | | |
| 58 Cross Country | | | | | | | | | | | | | | | | | |
| 59 Brian Janssen Hd Coach | 0.50 | 22,323 | 175 | | | | | 420 | | | No | 22,323 | 420 | 175 | | | |
| 60 | | | | | | | | | | | | | | | | | |

Intercollegiate Athletics Compensation Report
 Idaho State University
 FY 2006 Actual Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonuses | | | Perks | | | Multi-Yr Contract | Funding | | | |
|------------------------------------|------|--------------|-------------------|-------|---------------------|------------------|------------------|---------------|---------------|-----|-------|-------------------|---------------|-----------------|-----------|--|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Acad Perform. | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | |
| 61 Women's Sports | | | | | | | | | | | | | | | | |
| 62 Basketball | | | | | | | | | | | | | | | | |
| 63 Jon Newlee Hd Coach | 0.96 | 71,518 | 880 | | | | 1,338 | | | Yes | | Yes | 71,518 | 1,338 | 880 | |
| 64 Gavin Petersen Asst Coach | 1.00 | 35,653 | 413 | | | | | | | | | No | 35,653 | | 413 | |
| 65 Mindy Lasater Newlee Asst Coach | 1.00 | 32,450 | 880 | | | | | | | Yes | | No | 32,450 | | 880 | |
| 66 | | | | | | | | | | | | | | | | |
| 67 Volleyball | | | | | | | | | | | | | | | | |
| 68 (*) Mike Welch Hd Coach | 0.91 | 51,492 | 1,500 | | | | | 1,031 | | Yes | | Yes | 51,492 | 1,031 | 1,500 | |
| 69 Mika Robinson Asst Coach | 1.00 | 31,520 | 2,666 | | | | | | | | | No | 31,520 | | 2,666 | |
| 70 | | | | | | | | | | | | | | | | |
| 71 Tennis | | | | | | | | | | | | | | | | |
| 72 Robert Goeltz Hd Coach | 0.43 | 18,079 | | | | | | | | | | No | 18,079 | | | |
| 73 Tom Goodwin Asst Coach | 0.21 | 5,986 | | | | | | | | | | No | 5,986 | | | |
| 74 | | | | | | | | | | | | | | | | |
| 75 Track & Field | | | | | | | | | | | | | | | | |
| 76 David Neilsen Hd Coach | 0.45 | 25,426 | 63 | | | | 481 | | | | | No | 25,426 | 481 | 63 | |
| 77 Jackie Poulson Asst Coach | 0.50 | 8,333 | 63 | | | | | | | | | No | 8,333 | | 63 | |
| 78 | | | | | | | | | | | | | | | | |
| 79 Golf | | | | | | | | | | | | | | | | |
| 80 David Molitor Hd Coach | 0.50 | 18,845 | | | | | | | | | | No | 18,845 | | | |
| 81 | | | | | | | | | | | | | | | | |
| 82 Cross Country | | | | | | | | | | | | | | | | |
| 83 Brian Janssen Hd Coach | 0.50 | 22,323 | 175 | | | | 420 | | | | | No | 22,323 | 420 | 175 | |
| 84 | | | | | | | | | | | | | | | | |
| 85 Soccer | | | | | | | | | | | | | | | | |
| 86 Mark Salisbury Hd Coach | 0.65 | 35,846 | 4,036 | | | | | 2,079 | | Yes | | No | 35,846 | 2,079 | 4,036 | |
| 87 Allison Gibson Hd Coach | 0.35 | 18,351 | | | | | | | | Yes | | Yes | 18,351 | | | |
| 88 Amanda Fox Asst Coach | 1.00 | 34,098 | 3,754 | | | | | | | | | No | 34,098 | | 3,754 | |
| 89 | | | | | | | | | | | | | | | | |
| 90 Softball | | | | | | | | | | | | | | | | |
| 91 Larry Stocking Hd Coach | 1.00 | 44,245 | | | | | | | | Yes | | Yes | 44,245 | | | |

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Intercollegiate Athletics Compensation Report
Idaho State University
FY 2007 Estimated Compensation

| Depart/Name/Title | FTE | Compensation | | | Contract Bonuses | | | Perks | | | Multi-Yr Contract | Funding | | |
|--|------|--------------|---------------|------------------|------------------|------------------|---------------|---------------|-----|-------|-------------------|---------------|-----------------|-----------|
| | | Base Salary | Camps/Clinics | Equip Co & Other | Grad Rate | Winning Perform. | Acad Perform. | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other |
| Athletic Administration: | | | | | | | | | | | | | | |
| 1 Paul Bubb Athl Dir | 1.00 | 125,445 | | | | | | 1,300 | Yes | | No | 125,445 | 1,300 | |
| 2 Jim Kramer Fiscal Officer | 1.00 | 54,600 | | | | | | | | | No | 54,600 | | |
| 3 Vacant Compliance Dir | 0.50 | 16,006 | | | | | | | | | No | 16,006 | | |
| 4 Vacant Video Coordin | 1.00 | 28,018 | | | | | | | | | No | 28,018 | | |
| 5 Frank Mercogliano Sports Info Dir | 1.00 | 43,035 | 100 | | | | | | | | No | 43,035 | | 100 |
| 6 Jason Erickson Asst Sports Inf Dir | 1.00 | 29,751 | | | | | | | | | No | 29,751 | | |
| 7 Phillip Luckey Men's Trainer | 0.91 | 43,796 | 325 | | | | | | | | No | 43,796 | | 325 |
| 8 Jodi Wotowey Assoc Trainer/Ins | 1.00 | 37,002 | 385 | | | | | | | | No | 37,002 | | 385 |
| 9 Thomas Brock Asst Trainer | 1.00 | 31,554 | | | | | | | | | No | 31,554 | | |
| 10 David Hofmaier Stngth Coach | 1.00 | 39,603 | 50 | | | | | | | | No | 39,603 | | 50 |
| 11 Kaci Williams Asst Stngth Coach | 1.00 | 24,731 | | | | | | | | | No | 24,731 | | |
| 12 Mark Salisbury Admission Coun. | 1.00 | 33,267 | | | | | | | | | No | | 33,267 | |
| 13 Matthew Steuart Dir Acad Service | 1.00 | 32,635 | | | | | | | | | No | | 32,635 | |
| 14 Nancy Graziano Assoc Athl Dir | 1.00 | 60,070 | | | | | | | | | No | | 60,070 | |
| 15 Michelle Railsback/Vacant Media Relations | 0.16 | 2,853 | | | | | | | | | No | 2,853 | | |
| 16 Michael Pritchett Market/Prom Dir | 1.00 | 31,242 | | | | | | | | | No | | 31,242 | |
| 17 Rance Pugmire/Vacant Asst Dir of Devel | 0.35 | 20,462 | | | | | | 1,300 | Yes | | No | | 21,762 | |
| 18 Donna Hayes Fund Raiser | 1.00 | 36,215 | | | | | | | | | No | | 36,215 | |
| 19 | | | | | | | | | | | | | | |
| 20 Bengal Foundation | | | | | | | | | | | | | | |
| 21 Jay McMillin Dir/Annl Giving | 1.00 | 36,317 | | | | | | | | | No | | 36,317 | |
| 22 | | | | | | | | | | | | | | |
| 23 | | | | | | | | | | | | | | |
| 24 ISU Bengal Dance | | | | | | | | | | | | | | |
| 25 Hilary Hofmaier Coach | 0.45 | 17,885 | | | | | | | | | No | 17,885 | | |
| 26 | | | | | | | | | | | | | | |

Intercollegiate Athletics Compensation Report
 Idaho State University
 FY 2007 Estimated Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonuses | | | Perks | | | Multi-Yr Contract | Funding | | | | |
|------------------------------------|------|--------------|---------------|--------|------------------|------------------|------------------|---------------|---------------|-----|-------|-------------------|---------------|-----------------|-----------|--------|--|
| | | Base Salary | Camps/Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Acad Perform. | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | | |
| 27 Men's Sports | | | | | | | | | | | | | | | | | |
| 28 Football | | | | | | | | | | | | | | | | | |
| 29 Larry Lewis (A) Hd Coach | 0.91 | 93,732 | 3,472 | 12,500 | 45,927 | | | | | Yes | | Yes | 93,732 | 12,500 | | 49,399 | |
| 30 John Zamberlin (B) Hd Coach | 0.46 | 45,510 | | | | | | | | Yes | | Yes | 45,510 | | | | |
| 31 Bruce Barnum (A) Asst Coach | 0.50 | 36,288 | 3,472 | | | | | | | | | No | 36,288 | | | 3,472 | |
| 32 Mike Orthmann (B) Asst Coach | 0.50 | 22,506 | | | | | | | | | | No | 22,506 | | | | |
| 33 Stacy Collins (A) Asst Coach | 0.50 | 19,110 | 4,960 | | | | | | | | | No | 19,110 | | | 4,960 | |
| 34 Brandon Valeria (B) Asst Coach | 0.50 | 12,501 | | | | | | | | | | No | 12,501 | | | | |
| 35 William Plemons (A) Asst Coach | 0.50 | 16,156 | 3,472 | | | | | | | | | No | 16,156 | | | 3,472 | |
| 36 Aaron Hineine (B) Asst Coach | 0.50 | 14,997 | | | | | | | | | | No | 14,997 | | | | |
| 37 Joe Borich (A) Asst Coach | 0.50 | 21,910 | 3,472 | | | | | | Yes | | | No | 21,910 | | | 3,472 | |
| 38 Brian Jensen (B) Asst Coach | 0.50 | 17,254 | | | | | | | | | | No | 17,254 | | | | |
| 39 Joe Lorig (A) Asst Coach | 0.50 | 30,282 | 3,472 | | | | | | Yes | | | No | 30,282 | | | 3,472 | |
| 40 Brian Strandley (B) Asst Coach | 0.50 | 22,506 | | | | | | | | | | No | 22,506 | | | | |
| 41 Bryant Thomas (A) Asst Coach | 0.50 | 19,544 | 3,293 | | | | | | | | | No | 19,544 | | | 3,293 | |
| 42 Drew Miller (B) Asst Coach | 0.50 | 13,998 | | | | | | | | | | No | 13,998 | | | | |
| 43 Torey Hunter (A) Asst Coach | 0.50 | 19,544 | 3,472 | | | | | | | | | No | 19,544 | | | 3,472 | |
| 44 Steve Amrine (B) Asst Coach | 0.50 | 16,702 | | | | | | | | | | No | 16,702 | | | | |
| 45 Nick Whitworth Asst Coach | 1.00 | 27,456 | 3,472 | | | | | | | | | No | 27,456 | | | 3,472 | |
| 46 | | | | | | | | | | | | | | | | | |
| 47 Basketball | | | | | | | | | | | | | | | | | |
| 48 Joe O'Brien Hd Coach | 0.96 | 90,739 | 0 | 10,000 | | | | | Yes | | | Yes | 90,739 | 10,000 | | | |
| 49 Geoffrey Alexander Asst Coach | 1.00 | 40,019 | 1,118 | | | | | | | | | No | 40,019 | | | 1,118 | |
| 50 Steve Swanson Asst Coach | 1.00 | 50,003 | 1,118 | | | | | | Yes | | | No | 50,003 | | | 1,118 | |
| 51 Rodrick Rhodes Asst Coach | 1.00 | 24,003 | 2,525 | | | | | | | | | No | 24,003 | | | 2,525 | |
| 52 | | | | | | | | | | | | | | | | | |
| 53 Tennis | | | | | | | | | | | | | | | | | |
| 54 Robert Goeltz Hd Coach | 0.43 | 17,838 | | | | | | | | | | No | 17,838 | | | | |
| 55 Orhwerakpojemre Okoh Asst Coach | 0.21 | 5,804 | | | | | | | | | | No | 5,804 | | | | |
| 56 | | | | | | | | | | | | | | | | | |
| 57 (A) = indicates previous coach | | | | | | | | | | | | | | | | | |
| 58 (B) = indicates current coach | | | | | | | | | | | | | | | | | |
| 59 Track & Field | | | | | | | | | | | | | | | | | |
| 60 David Nielsen Hd Coach | 0.46 | 25,023 | | | | | | | | | | No | 25,023 | | | | |
| 61 Jackie Poulson Asst Coach | 0.50 | 12,366 | | | | | | | | | | No | 12,366 | | | | |
| 62 | | | | | | | | | | | | | | | | | |
| 63 Golf | | | | | | | | | | | | | | | | | |
| 64 David Molitor Hd Coach | 0.50 | 18,210 | | | | | | | | | | No | 18,210 | | | | |
| 65 | | | | | | | | | | | | | | | | | |
| 66 Cross Country | | | | | | | | | | | | | | | | | |
| 67 Brian Janssen Hd Coach | 0.50 | 21,840 | | | | | | | | | | No | 21,840 | | | | |
| 68 | | | | | | | | | | | | | | | | | |

Intercollegiate Athletics Compensation Report
Idaho State University
FY 2007 Estimated Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonuses | | | Perks | | | Multi-Yr Contract | Funding | | | |
|------------------------------------|------|--------------|---------------|-------|------------------|------------------|------------------|---------------|---------------|-----|-------|-------------------|---------------|-----------------|-----------|--|
| | | Base Salary | Camps/Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Acad Perform. | Club Mbership | Car | Other | | State Approp. | Program Revenue | All Other | |
| 69 Women's Sports | | | | | | | | | | | | | | | | |
| 70 Basketball | | | | | | | | | | | | | | | | |
| 71 Jon Newlee Hd Coach | 0.96 | 76,417 | 2,000 | 5,000 | | | | | Yes | | Yes | 76,417 | 5,000 | 2,000 | | |
| 72 Gavin Petersen Asst Coach | 1.00 | 38,106 | 500 | | | | | | | | No | 38,106 | | 500 | | |
| 73 Jordan Green Asst Coach | 1.00 | 20,010 | 650 | | | | | | | | No | 20,010 | | 650 | | |
| 74 Christa Brossman Asst Coach | 1.00 | 25,002 | | | | | | | | | No | 25,002 | | | | |
| 75 | | | | | | | | | | | | | | | | |
| 76 Volleyball | | | | | | | | | | | | | | | | |
| 77 (*) Mike Welch Hd Coach | 0.91 | 49,762 | 6,000 | | | 1,052 | | 1,052 | Yes | | Yes | 49,762 | 2,104 | 6,000 | | |
| 78 Mika Robinson Asst Coach | 1.00 | 33,238 | 2,000 | | | | | | | | No | 33,238 | | 2,000 | | |
| 79 | | | | | | | | | | | | | | | | |
| 80 Tennis | | | | | | | | | | | | | | | | |
| 81 Robert Goeltz Hd Coach | 0.43 | 17,838 | | | | | | | | | No | 17,838 | | | | |
| 82 Orhwerakpojemre Okoh Asst Coach | 0.21 | 5,804 | | | | | | | | | No | 5,804 | | | | |
| 83 | | | | | | | | | | | | | | | | |
| 84 Track & Field | | | | | | | | | | | | | | | | |
| 85 David Neilsen Hd Coach | 0.45 | 25,023 | | | | | | | | | No | 25,023 | | | | |
| 86 Jackie Poulson Asst Coach | 0.50 | 12,366 | | | | | | | | | No | 12,366 | | | | |
| 87 | | | | | | | | | | | | | | | | |
| 88 Golf | | | | | | | | | | | | | | | | |
| 89 David Molitor Hd Coach | 0.50 | 18,210 | | | | | | | | | Yes | 18,210 | | | | |
| 90 | | | | | | | | | | | | | | | | |
| 91 Cross Country | | | | | | | | | | | | | | | | |
| 92 Brian Janssen Hd Coach | 0.50 | 21,840 | | | | | | | | | Yes | 21,840 | | | | |
| 93 | | | | | | | | | | | | | | | | |
| 94 Soccer | | | | | | | | | | | | | | | | |
| 95 Allison Gibson Hd Coach | 1.00 | 47,123 | 1,000 | | | | | 1,731 | Yes | | Yes | 47,123 | 1,731 | 1,000 | | |
| 96 Hideki Nakada Asst Coach | 1.00 | 24,003 | | | | | | | | | No | 24,003 | | | | |
| 97 | | | | | | | | | | | | | | | | |
| 98 Softball | | | | | | | | | | | | | | | | |
| 99 Larry Stocking Hd Coach | 1.00 | 47,070 | | | | | | | Yes | | Yes | 47,070 | | | | |
| 100 Andrea Wilson Asst Coach | 1.00 | 24,003 | | | | | | | | | No | 24,003 | | | | |

(*) 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.

Include all budgeted exempt positions. Compensation includes all payments made through the college/universities payroll system.

If a coach has an agreement with an apparell company, cash payments (payroll) should be reported as compensation. Report the value of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.

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Intercollegiate Athletics Compensation Report
University of Idaho
FY2006 Actual Compensation

| Depart/Name | Title | FTE | Compensation | | | | Maximum Contract Bonuses | | | Perks | | | All Compensation | | |
|--------------------------|-----------------|-----|-------------------|-------------------|---------|---------------------|--------------------------|---------------------|-------|------------------|-----|----------------------|------------------|--------------------|--------------|
| | | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Multi-Yr Contract | State Approp. | Program Revenue | All Other |
| Athletic Administration: | | | | | | | | | | | | | | | |
| 1 | Rob Spear | | Athletic Director | 1.00 | 148,747 | | 5,000 | | | | yes | yes | yes | | 5,000 |
| 2 | Dee Menzies* | | Sr Assoc AD | 0.25 | 25,785 | | | | | | | | | | |
| 3 | John Wallace | | Dir. Compl | 0.57 | 37,676 | | | | | | | | | | |
| 4 | Becky Paull | | SID | 1.00 | 48,283 | | | | | | | | | | 400 |
| 5 | Refvem, Nick | | Asst Trainer | 0.87 | 32,584 | 400 | | | | | | | | | 2,300 |
| 6 | Megan Borchert | | Asst Trainer | 1.00 | 37,531 | 2,300 | | | | | | | | | |
| 7 | Jackie Williams | | Asst Trainer | 0.10 | 10,547 | | | | | | | | | | |
| 8 | Barrie Steele | | Hd Trainer | 1.00 | 65,733 | | 50 | | | | | | | | 50 |
| 9 | Rick Darnell | | Assoc AD | 1.00 | 72,183 | | | | | | yes | | | | |
| 10 | Kelly Zimmerman | | Academics | 1.00 | 48,504 | | | | | | | | | | 1,500 |
| 11 | Scott Gadeken | | Strength Coac | 1.00 | 44,978 | 1,500 | | | | | | | | | |
| 12 | Matt Kleffner | | Assoc AD | 1.00 | 78,003 | | | | | | | | | | 1,000 |
| 13 | Sam Teevens | | Video Coor. | 1.00 | 41,894 | 1,000 | | | | | | | | | |
| 14 | Maureen Taylor | | Asst. AD | 1.00 | 48,570 | | | | | | | | | | |
| 15 | Tom Morris | | Dir. Sales | 0.70 | 43,580 | | | | | | yes | | | | |
| 16 | Devon Thomas | | Asst. Promo | 1.00 | 35,755 | | | | | | | | | | 1,150 |
| 17 | Shawn Vasquez | | Dir. Equip Rm | 1.00 | 38,941 | 1,150 | | | | | | | | | |
| 18 | Mahmood Sheikh | | Devl. Coor. | 1.00 | 47,247 | | | | | | yes | | | | |
| 19 | Shelly Femreite | | Devl. Coor. | 0.83 | 32,886 | | | | | | | | | | |

Intercollegiate Athletics Compensation Report
University of Idaho
FY2006 Actual Compensation

| Depart/Name | Title | FTE | Compensation | | | | Maximum Contract Bonuses | | | Perks | | | All Compensation | | | |
|-------------|------------------|------------|--------------|-------------------|-------|---------------------|--------------------------|---------------------|-------|------------------|-----|----------------------|------------------|--------------------|--------------|-------|
| | | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Multi-Yr Contract | State Approp. | Program Revenue | All Other | |
| 20 | Men's Sports | | | | | | | | | | | | | | | |
| 21 | Football | | | | | | | | | | | | | | | |
| 22 | Nick Holt | Hd Coach | 0.66 | 111,215 | | 70,000 | 1,000 | | | | yes | yes | yes | 111,215 | 70,000 | 1000 |
| 23 | Nate Kaczor | Assistant | 0.77 | 67,368 | 1,250 | | | | | | | yes | | 67,368 | | 1,250 |
| 24 | Jeff Mills | Assistant | 1.00 | 78,099 | 3,250 | | | | | | | yes | | 78,099 | | 3,250 |
| 25 | Joel Thomas | Assistant | 0.66 | 58,909 | 1,250 | | | | | | | yes | | 58,909 | | 1,250 |
| 26 | Chad Brown | Assistant | 0.59 | 27,493 | 2,300 | | | | | | | yes | | 27,493 | | 2,300 |
| 27 | Jason Eck | Assistant | 1.00 | 44,439 | 2,850 | | | | | | | yes | | 44,439 | | 2,850 |
| 28 | Jonathan Smith | Assistant | 1.00 | 45,766 | 2,850 | | | | | | | yes | | 45,766 | | 2,850 |
| 29 | Johnny Nansen | Assistant | 1.00 | 44,422 | 2,650 | | | | | | | yes | | 44,422 | | 2,650 |
| 30 | Alundis Brice | Assistant | 1.00 | 39,058 | 2,650 | | | | | | | yes | | 39,058 | | 2,650 |
| 31 | James Cregg | Assistant | 1.00 | 55,109 | 2,650 | | | | | | | yes | | 55,109 | | 2,650 |
| 32 | Dennis Erickson | Hd Coach | 0.37 | 51,174 | | | | | | | | | | 51,174 | | |
| 33 | Dan Cozzetto | Assistant | 0.37 | 30,468 | 1,000 | | | | | | | | | 30,468 | | 1,000 |
| 34 | J. Gregg Smith | Assistant | 0.37 | 27,698 | 1,000 | | | | | | | | | 27,698 | | 1,000 |
| 35 | Jamie Christian | Assistant | 0.37 | 17,139 | 1,000 | | | | | | | | | 17,139 | | 1,000 |
| 36 | Basketball | | | | | | | | | | | | | | | |
| 37 | Leonard Perry | Hd Coach | 1.00 | 121,824 | 821 | 60,000 | 4000-merch | 4,423 | | | | yes | yes | 121,824 | 64,423 | 4,821 |
| 38 | Nate Tessmer | Assistant | 0.77 | 29,653 | 4,678 | | | | | | | yes | | 29,653 | | 4,678 |
| 39 | George Pfeifer | Asst./Head | 1.00 | 64,238 | 3,119 | 10,000 | | | | | | yes | | 64,238 | 10,000 | 3,119 |
| 40 | Leroy Washington | Assistant | 1.00 | 53,525 | 410 | 10,000 | | | | | | yes | | 53,525 | 10,000 | 410 |
| 41 | Brian Hancock | Assistant | 0.18 | 8,173 | | | | | | | | | | 8,173 | | |
| 42 | DeMarlo Slocum | Assistant | 0.18 | 8,173 | 500 | | | | | | | | | 8,173 | | 500 |
| 43 | Men's Track & XC | | | | | | | | | | | | | | | |
| 44 | Wayne Phipps | Hd Coach | 1.00 | 45,274 | | | | 2,000 | | | | | | 45,274 | 2,000 | |
| 45 | Julie Taylor | Assistant | 0.50 | 15,421 | | | | | | | | | | 15,421 | | |
| 46 | Golf | | | | | | | | | | | | | | | |
| 47 | Brad Rickel | Hd Coach | 0.50 | 21,858 | | 2,750 | | | | | | yes | | 21,858 | 2,750 | |
| 48 | Tennis | | | | | | | | | | | | | | | |
| 49 | Katrina Perlman | Hd Coach | 0.50 | 16,570 | | | | | | | | | | 16,570 | | |
| 50 | | | | | | | | | | | | | | | | |

Intercollegiate Athletics Compensation Report
University of Idaho
FY2006 Actual Compensation

| Depart/Name | Title | FTE | Compensation | | | | Maximum Contract Bonuses | | | Perks | | | All Compensation | | | | |
|-------------|--------------------|-----------|--------------|-------------------|--------|---------------------|--------------------------|---------------------|-------|------------------|-----|----------------------|------------------|--------------------|--------------|--------|--------|
| | | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | Multi-Yr Contract | State Approp. | Program Revenue | All Other | | |
| 51 | Women's Sports | | | | | | | | | | | | | | | | |
| 52 | Basketball | | | | | | | | | | | | | | | | |
| 53 | Mike Divilbiss | Hd Coach | 1.00 | 95,988 | | 15,000 | 1,000 | 6,155 | | | | yes | yes | yes | 95,988 | 21,155 | 1,000 |
| 54 | Debbie Roueche | Assistant | 1.00 | 51,166 | 4,780 | | | | | | | | yes | | 51,166 | | 4,780 |
| 55 | Jeff Crouse | Assistant | 1.00 | 34,745 | 2,000 | 6,000 | | | | | | | yes | | 34,745 | 6,000 | 2,000 |
| 56 | Women's Track & XC | | | | | | | | | | | | | | | | |
| 57 | Yogi Teevens | Hd Coach | 1.00 | 50,643 | | | | 2,000 | | | | | | | 50,643 | 2,000 | |
| 58 | Julie Taylor | Assistant | 0.50 | 15,421 | | | | | | | | | | | 15,421 | | |
| 59 | Volleyball | | | | | | | | | | | | | | | | |
| 60 | Debbie Buchanan | Hd Coach | 1.00 | 72,823 | 2,450 | 15,000 | | 4,662 | 4,662 | | | | yes | yes | 72,823 | 24,324 | 2,450 |
| 61 | Ken Murphy | Assistant | 0.77 | 36,731 | 5,650 | 5,000 | | | | | | | yes | | 36,731 | 5,000 | 5,650 |
| 62 | Mike Bryant | Assistant | 0.07 | 2,703 | | | | | | | | | | | 2,703 | | |
| 63 | Sarah McFarland | Assistant | 0.96 | 22,363 | 4,000 | 5,000 | | | | | | | | | 22,363 | 5,000 | 4,000 |
| 64 | Women's Soccer | | | | | | | | | | | | | | | | |
| 65 | Peter Showler | Hd Coach | 1.00 | 35,156 | 2,700 | 6,000 | | | | | | | | | 35,156 | 6,000 | 2,700 |
| 66 | Morgan Crabtree | Assistant | 1.00 | 21,671 | 900 | | | | | | | | | | 21,671 | | 900 |
| 67 | Women's Golf | | | | | | | | | | | | | | | | |
| 68 | Brad Rickel | Hd Coach | 0.50 | 21,858 | | 2,750 | | | | | | | yes | | 21,858 | 2,750 | |
| 69 | Tennis | | | | | | | | | | | | | | | | |
| 70 | Katrina Perlman | Hd Coach | 0.50 | 16,570 | | | | | | | | | | | 16,570 | | |
| 71 | Women's Swimming | | | | | | | | | | | | | | | | |
| 72 | Tom Jager | Hd Coach | 1.00 | 57,517 | 24,000 | | | | | | | | yes | | 57,517 | | 24,000 |

*incl. Annual leave payoff

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Intercollegiate Athletics Compensation Report
 University of Idaho
 FY2007 Estimated Compensation
 Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Other | | Multi-Yr Contract | All Compensation | | |
|---------------------------------|------|--------------|-------------------|-------|---------------------|----------------|------------------|-------|------------|-----|-------------------|------------------|-----------------|-----------|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Memb. | Car | | State Approp. | Program Revenue | All Other |
| Athletic Administration: | | | | | | | | | | | | | | |
| 1 Rob Spear Athletic Director | 1.00 | 145,995 | | 5,000 | 2,000 | | | | yes | yes | yes | 139484 | 11,511 | 2000 |
| 2 John Wallace Dir. of Compl. | 1.00 | 63,856 | | | | | | | | | | | | |
| 3 Becky Paull Dir. Med. Rel | 1.00 | 48,505 | | | | | | | | | | | | |
| 4 Ian Klei Asst. Med Rel | 0.96 | 31,376 | | | | | | | | | | | | |
| 5 Megan Borchert< Asst Trainer | 0.86 | 32,073 | 1,000 | | | | | | | | | | | 1,000 |
| 6 Nick Refvem Asst Trainer | 1.00 | 37,284 | 500 | | | | | | | | | | | 500 |
| 7 Barrie Steele Hd Trainer | 1.00 | 65,166 | | | | | | | | | | | | |
| 8 Rick Darnell Assoc AD | 1.00 | 72,113 | | | | | | | yes | | | | | |
| 9 Kelly Zimmerman Academics | 0.11 | 6,133 | | | | | | | | | | | | |
| 10 Matt Leituala Dir. Acad. | 0.61 | 29,542 | | | | | | | | | | | | |
| 11 Chris Dyko Assoc Dir. Acad | 0.65 | 26,166 | | | | | | | | | | | | |
| 12 Scott Gadeken Strength Coach | 1.00 | 45,011 | 850 | | | | | | | | | | | 850 |
| 13 Matt Kleffner Sr. Assoc AD | 1.00 | 78,707 | | 2,500 | | | | | | | | | 2,500 | |
| 14 Sam Teevens Video Coord. | 1.00 | 41,537 | 850 | | | | | | | | | | | 850 |
| 15 Maureen Taylor Asst. AD | 1.00 | 50,086 | | | | | | | | | | | | |
| 16 Devon Thomas Dir. Mar/Prom | 1.00 | 43,014 | | | | | | | | | | | | |
| 17 Shawn Vasquez Dir. Equip Rm | 1.00 | 41,288 | 1,175 | | | | | | | | | | | 1,175 |
| 18 Mahmood Sheikh Asst. AD/Dev | 1.00 | 49,171 | | | | | | | yes | | | | | |
| 19 Shelly Femreite Devl. Coord. | 1.00 | 38,001 | | | | | | | yes | | | | | |

Intercollegiate Athletics Compensation Report
 University of Idaho
 FY2007 Estimated Compensation
 Compensation

| Depart/Name/Title | FTE | Compensation | | | Contract Bonus | | | Other | | Multi-Yr Contract | All Compensation | | |
|--------------------------------|------|--------------|-------------------|---------------------|----------------|------------------|-------|------------|-----|-------------------|------------------|-----------------|-----------|
| | | Base Salary | Camps/ Clinics | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Memb. | Car | | State Approp. | Program Revenue | All Other |
| 20 Men's Sports | | | | | | | | | | | | | |
| 21 Football | | | | | | | | | | | | | |
| 22 Dennis Erickson* Hd Coach | 0.50 | 80,655 | | 70,000 | | | | yes | yes | | 80,655 | 70,000 | |
| 23 Robb Akey Hd Coach | 0.50 | 76,308 | | | | | | | yes | | 76,308 | | |
| 24 Dan Cozzetto*^ Assistant | 0.50 | 43,667 | 1,700 | | | | | yes | | | 43,667 | 1,700 | |
| 25 Steve Axman# Assistant | 0.46 | 50,160 | 1,500 | | | | | | | | 50,160 | | 1,500 |
| 26 Jeff Mills**^ Assistant | 1.00 | 80,017 | 1,700 | | | | | yes | | | 80,017 | | 1,700 |
| 27 J. Gregg Smith*^ Assistant | 0.50 | 45,656 | 1,700 | | | | | yes | | | 45,656 | | 1,700 |
| 28 Jamie Christian*^ Assistant | 0.50 | 25,685 | 8,700 | | | | | yes | | | 25,685 | | 8,700 |
| 29 Jason Eck**^ Assistant | 1.00 | 45,011 | 4,450 | | | | | yes | | | 45,011 | | 4,450 |
| 30 Jonathan Smith^ Assistant | 1.00 | 50,003 | 1,700 | | | | | yes | | | 50,003 | | 1,700 |
| 31 Johnny Nansen^ Assistant | 1.00 | 45,011 | 1,700 | | | | | yes | | | 45,011 | | 1,700 |
| 32 Alundis Brice**^ Assistant | 1.00 | 42,973 | 1,700 | | | | | yes | | | 42,973 | | 1,700 |
| 33 James Cregg**^ Assistant | 1.00 | 54,641 | 1,700 | | | | | yes | | | 54,641 | | 1,700 |
| 34 Mark Criner# Assistant | 0.42 | 44,431 | 1,500 | | | | | yes | | | 44,431 | | 1,500 |
| 35 Rod Plummer# Assistant | 0.42 | 23,276 | 1,500 | | | | | yes | | | 23,276 | | 1,500 |
| 36 Luther Carr# Assistant | 0.42 | 17,353 | 1,500 | | | | | yes | | | 17,353 | | 1,500 |
| 37 Patrick Libey# Assistant | 0.46 | 18,470 | 1,500 | | | | | yes | | | 18,470 | | 1,500 |
| 38 Al Genatone# Assistant | 0.50 | 19,548 | 1,500 | | | | | yes | | | 19,548 | | 1,500 |
| 39 Dan Finn# Assistant | 0.42 | 16,931 | 1,500 | | | | | yes | | | 16,931 | | 1,500 |
| 40 Basketball | | | | | | | | | | | | | |
| 41 Leonard Perry Hd Coach | 0.20 | 23,462 | | | | | | | | | 23,462 | | |
| 42 George Pfeifer Hd Coach | 1.00 | 99,970 | | 45,000 | | | | yes | yes | | 99,970 | 45,000 | |
| 43 Leroy Washington Assistant | 1.00 | 53,560 | 500 | 16,500 | | | | yes | | | 53,560 | 16,500 | 500 |
| 44 Brian Hancock Assistant | 1.00 | 42,515 | 500 | 5,000 | | | | yes | | | 42,515 | 5,000 | 500 |
| 45 DeMarlo Slocum Assistant | 1.00 | 42,515 | 500 | 5,000 | | | | yes | | | 42,515 | 5,000 | 500 |
| 46 Men's Track & XC | | | | | | | | | | | | | |
| 47 Wayne Phipps Hd Coach | 1.00 | 44,803 | | | | 2,000 | | | yes | | 44,803 | 2,000 | |
| 48 Julie Taylor Assistant | 0.50 | 15,309 | | | | | | | | | 15,309 | | |
| 49 Golf | | | | | | | | | | | | | |
| 50 Brad Rickel Hd Coach | 0.50 | 21,673 | | 2,750 | | | | yes | yes | | 21,673 | 2,750 | |
| 51 Tennis | | | | | | | | | | | | | |
| 52 Jeff Beaman Hd Coach | 0.42 | 13,921 | | | | | | | | | 13,921 | | |
| 53 | | | | | | | | | | | | | |

Intercollegiate Athletics Compensation Report
 University of Idaho
 FY2007 Estimated Compensation
 Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Other | | Multi-Yr Contract | All Compensation | | |
|------------------------------|------|--------------|-------------------|-------|---------------------|----------------|------------------|-------|------------|-----|-------------------|------------------|-----------------|--------------|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Memb. | Car | | State Approp. | Program Revenue | All Other |
| 54 Women's Sports | | | | | | | | | | | | | | |
| 55 Basketball | | | | | | | | | | | | | | |
| 56 Mike Divilbiss Hd Coach | 1.00 | 90,001 | | | 15,000 | | | | | yes | yes | yes | 90,001 | 15,000 |
| 57 Alison Chase Assistant | 0.96 | 43,660 | | | | | | | | | yes | | 43,660 | |
| 58 Jeff Crouse Assistant | 1.00 | 41,724 | 5,000 | | | | | | | | yes | | 41,724 | 5,000 |
| 59 Women's Track & XC | | | | | | | | | | | | | | |
| 60 Yogi Teevens Hd Coach | 1.00 | 49,608 | | | | | 2,000 | | | | yes | | 49,608 | 2,000 |
| 61 Julie Taylor Assistant | 0.50 | 15,309 | | | | | | | | | | | 15,309 | |
| 62 Volleyball | | | | | | | | | | | | | | |
| 63 Debbie Buchanan Hd Coach | 1.00 | 76,065 | 7,500 | | 15,000 | | 5,851 | | | yes | yes | | 76,065 | 13,351 7,500 |
| 64 Mike Bryant Assistant | 1.00 | 37,003 | 5,000 | | 7,000 | | | | | yes | | | 37,003 | 7,000 5,000 |
| 65 Moritz Moritz Assistant | 1.00 | 29,784 | 5,000 | | 3,000 | | | | | | | | 29,784 | 3,000 5,000 |
| 66 Women's Soccer | | | | | | | | | | | | | | |
| 67 Peter Showler Hd Coach | 1.00 | 34,840 | 1,500 | | 6,000 | | | 833 | | | | | 34,840 | 6,000 2,333 |
| 68 Morgan Crabtree Assistant | 1.00 | 23,670 | 1,300 | | | | | | | | | | 23,670 | 1,300 |
| 69 Women's Golf | | | | | | | | | | | | | | |
| 70 Brad Rickel Hd Coach | 0.50 | 21,675 | | | 2,750 | | 1,667 | | | yes | yes | | 21,675 | 4,417 |
| 71 Tennis | | | | | | | | | | | | | | |
| 72 Jeff Beaman Hd Coach | 0.42 | 13,921 | | | | | | | | | | | 13,921 | |
| 73 Women's Swimming | | | | | | | | | | | | | | |
| 74 Tom Jager Hd Coach | 1.00 | 48,110 | | | 15,000 | | 500 | | | yes | yes | | 48,110 | 15,500 |

*includes annual leave payout - resigned to coach at Arizona State)
 **not retained by new football coach but paid until end of contract (June 30)
 ^actual pay summer 2006
 #estimated summer camp pay 2007
 <balance paid by HPERD for teaching

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Intercollegiate Athletics Compensation Report

Lewis-Clark State College

FY 2006 Actual Compensation

| Depart/Name/Title | FTE | Compensation | | | | Bonus paid in FY06 | | | Other | | | All Compensation | | |
|---|------|--------------|-------------------|-------|---------------------|--------------------|---------------------|-------|---------------|-----|----------------------|------------------|--------------------|--------------|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Memb. | Car | Multi-Yr Contract | State Approp. | Program Revenue | All Other |
| Athletic Administration: | | | | | | | | | | | | | | |
| 1 Vacant Athletic Director | 1.00 | 60,008 | | | | | | | No | No | No | | | |
| 2 Tracy Collins Trainer | 1.00 | 34,765 | | | | | | | No | No | No | 34,765 | | |
| | | | | | | | | | | | | | | |
| 3 Jamie White Dir of Aux Svc/NAIA Series Coord. | 1.00 | 64,673 | | | | | | | No | No | No | 37,510 | 27,163 | |
| 4 Cindi Durgan Athl Devl Officer | 0.75 | 27,557 | | | | | | | No | No | No | 27,557 | | |
| 5 | | | | | | | | | | | | | | |
| 6 Men's Sports | | | | | | | | | | | | | | |
| 7 Basketball | | | | | | | | | | | | | | |
| 8 Tim Walker Head Coach | 1.00 | 43,469 | 3,248 | | | | | | No | Yes | No | 43,469 | 3,248 | |
| 9 Rick Dessing Asst. Coach | 0.16 | 5,000 | | | | | | | No | No | No | | 5,000 | |
| 10 | | | | | | | | | | | | | | |
| 11 Baseball | | | | | | | | | | | | | | |
| 12 Ed Cheff Head Coach | 1.00 | 70,958 | | | | | | | No | Yes | No | 67,410 | 3,548 | |
| 13 Gary Picone Asst. Coach | 1.00 | 34,964 | 2,500 | | 5,056 | | | | No | No | No | 34,964 | 2,500 | 5,056 |
| 14 Gus Knickrehm Asst. Coach | 0.73 | 16,149 | 450 | | | | | | No | No | No | 7,892 | 3,438 | 5,269 |
| 15 | | | | | | | | | | | | | | |
| 16 Cross-Country | | | | | | | | | | | | | | |
| 17 Mike Collins Head Coach | 0.14 | 7,958 | | | | | | | No | No | No | 6,488 | 1,470 | |
| 18 | | | | | | | | | | | | | | |
| 19 Tennis | | | | | | | | | | | | | | |
| 20 Kai Fong Head Coach | 0.14 | 6,061 | | | | | | | No | No | No | 6,061 | | |
| 21 | | | | | | | | | | | | | | |
| 22 Golf | | | | | | | | | | | | | | |
| 23 Paul Thompson Head Coach | 0.30 | 5,580 | | | | | | | No | No | No | 5,580 | | |
| 24 Steve Tilden Asst. Coach | 0.05 | 1,500 | | | | | | | No | No | No | | 1,500 | |

Intercollegiate Athletics Compensation Report

Lewis-Clark State College

FY 2006 Actual Compensation

Page 2

| Depart/Name/Title | FTE | Compensation | | | | Maximum Contract Bonuses | | | Perks | | Multi-Yr Contract | All Compensation | | |
|-------------------|----------------|--------------|-------------------|--------|---------------------|--------------------------|------------------|-------|---------------|-----|-------------------|------------------|-----------------|-----------|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | | State Approp. | Program Revenue | All Other |
| Women's Sports | | | | | | | | | | | | | | |
| Basketball | | | | | | | | | | | | | | |
| 25 | Brian Orr | Head Coach | 1.00 | 43,882 | 3,248 | | | | No | Yes | No | 43,882 | 3,248 | |
| 26 | Scott Thompson | Asst. Coach | 0.16 | 5,000 | | | | | No | No | No | | 5,000 | |
| 27 | | | | | | | | | | | | | | |
| Cross-Country | | | | | | | | | | | | | | |
| 28 | Mike Collins | Head Coach | 0.14 | 7,958 | | | | | No | No | No | 6,488 | 1,470 | |
| 29 | | | | | | | | | | | | | | |
| 30 | | | | | | | | | | | | | | |
| Volleyball | | | | | | | | | | | | | | |
| 31 | Erin Mellinger | Head Coach | 1.00 | 47,626 | | | | | No | No | No | 47,626 | | |
| 32 | Angela Kulm | Asst. Coach | 0.08 | 2,500 | | | | | | | | | 2,500 | |
| 33 | | | | | | | | | | | | | | |
| 34 | | | | | | | | | | | | | | |
| Tennis | | | | | | | | | | | | | | |
| 35 | Kai Fong | Head Coach | 0.14 | 6,061 | | | | | No | No | No | 6,061 | | |
| 36 | | | | | | | | | | | | | | |
| 37 | | | | | | | | | | | | | | |
| Golf | | | | | | | | | | | | | | |
| 38 | Paul Thompson | Head Coach | 0.30 | 5,598 | | | | | No | No | No | 5,598 | | |
| 39 | Steve Tilden | Asst. Coach | 0.05 | 1,500 | | | | | No | No | No | | 1,500 | |
| 40 | | | | | | | | | | | | | | |

*= Camps are only estimates until all expenses have been paid.

Intercollegiate Athletics Compensation Report

Lewis-Clark State College

FY 2007 Estimated Compensation

| Depart/Name/Title | FTE | Compensation | | | | Contract Bonus | | | Other | | | All Compensation | | |
|-----------------------------------|------|--------------|-------------------|-------|---------------------|----------------|---------------------|-------|---------------|-----|----------------------|------------------|--------------------|--------------|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Memb. | Car | Multi-Yr Contract | State Approp. | Program Revenue | All Other |
| Athletic Administration: | | | | | | | | | | | | | | |
| 1 Gary Picone Director, Athletics | 1.00 | 64,673 | | | | | | | No | No | No | 37,510 | | 27,163 |
| 2 Brooke Cushman Asst. Director | 1.00 | 40,000 | | | | | | | No | No | No | 40,000 | | |
| 3 Tracy Collins Trainer | 1.00 | 34,765 | | | | | | | No | No | No | 34,765 | | |
| 4 Cindi Durgan Athl Devl Officer | 1.00 | 36,733 | | | | | | | No | No | No | 36,733 | | |
| 5 | | | | | | | | | | | | | | |
| 6 Men's Sports | | | | | | | | | | | | | | |
| 7 Basketball | | | | | | | | | | | | | | |
| 8 Tim Walker Head Coach | 1.00 | 42,227 | 4,200 | | | | | | No | Yes | No | 42,227 | 4,200 | |
| 9 Rick Dessing Asst. Coach | 0.50 | 8,300 | 250 | | | | | | No | No | No | | 8,550 | |
| 10 | | | | | | | | | | | | | | |
| 11 Baseball | | | | | | | | | | | | | | |
| 12 Ed Cheff Head Coach | 1.00 | 73,025 | | | | | | | No | Yes | No | 69,374 | 3,651 | |
| 13 Gus Knickrehm Asst. Coach | 1.00 | 34,964 | 1,000 | | | | | | No | No | No | 34,964 | 1,000 | |
| 14 Tyler Best Asst. Coach | 0.63 | 21,205 | 1,000 | | | | | | No | No | No | | 3,842 | 18,363 |
| 15 | | | | | | | | | | | | | | |
| 16 Cross-Country | | | | | | | | | | | | | | |
| 17 Mike Collins Head Coach | 0.14 | 7,958 | | | | | | | No | No | No | 6,366 | 1,592 | |
| 18 | | | | | | | | | | | | | | |
| 19 Tennis | | | | | | | | | | | | | | |
| 20 Kai Fong Head Coach | 0.14 | 5,980 | | | | | | | No | No | No | 5,980 | | |
| 21 | | | | | | | | | | | | | | |
| 22 Golf | | | | | | | | | | | | | | |
| 23 Paul Thompson Head Coach | 0.24 | 7,400 | | | | | | | No | No | No | 7,400 | | |
| 24 Steve Tilden Asst. Coach | 0.05 | 1,600 | | | | | | | No | No | No | | 1,600 | |

Intercollegiate Athletics Compensation Report

Lewis-Clark State College

FY 2007 Estimated Compensation

Page 2

| Depart/Name/Title | FTE | Compensation | | | | Maximum Contract Bonuses | | | Perks | | Multi-Yr Contract | All Compensation | | | |
|-------------------|----------------|--------------|-------------------|--------|---------------------|--------------------------|------------------|-------|---------------|-----|-------------------|------------------|-----------------|-----------|--|
| | | Base Salary | Camps/ Clinics | Media | Equip Co & Other | Grad Rate | Winning Perform. | Other | Club Mbership | Car | | State Approp. | Program Revenue | All Other | |
| Women's Sports | | | | | | | | | | | | | | | |
| Basketball | | | | | | | | | | | | | | | |
| 25 | Brian Orr | Head Coach | 1.00 | 42,656 | 5,000 | | | | No | Yes | No | 42,656 | 5,000 | | |
| 26 | Robin Bogar | Asst. Coach | 0.16 | 5,000 | | | | | No | No | No | | 5,000 | | |
| 27 | | | | | | | | | | | | | | | |
| Cross-Country | | | | | | | | | | | | | | | |
| 28 | Mike Collins | Head Coach | 0.14 | 7,958 | | | | | No | No | No | 6,367 | 1,591 | | |
| 29 | | | | | | | | | | | | | | | |
| 30 | | | | | | | | | | | | | | | |
| Volleyball | | | | | | | | | | | | | | | |
| 31 | Erin Mellinger | Head Coach | 1.00 | 42,441 | | | | | No | No | No | 42,441 | | | |
| 32 | Angela Kulm | Asst. Coach | 0.08 | 2,500 | 500 | | | | No | No | No | | 3,000 | | |
| 33 | | | | | | | | | | | | | | | |
| 34 | | | | | | | | | | | | | | | |
| Tennis | | | | | | | | | | | | | | | |
| 35 | Kai Fong | Head Coach | 0.14 | 5,980 | | | | | No | No | No | 5,980 | | | |
| 36 | | | | | | | | | | | | | | | |
| 37 | | | | | | | | | | | | | | | |
| Golf | | | | | | | | | | | | | | | |
| 38 | Paul Thompson | Head Coach | 0.36 | 11,100 | | | | | No | No | No | 11,100 | | | |
| 39 | Steve Tilden | Asst. Coach | 0.08 | 2,400 | | | | | No | No | No | | 2,400 | | |
| 40 | | | | | | | | | | | | | | | |

*= Camps are only estimates until all expenses have been paid.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

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
FEBRUARY 21-22, 2007

- 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Eastern Idaho Technical College (EITC) requests approval to negotiate and execute a contract with Datatel, Inc. for the purchase of Student Information System (SIS) software.

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND

EITC has been advised that support for its existing system will no longer be available as of July 1, 2007. The College has the opportunity now to move into current generation technology and services that the existing software system simply cannot provide.

DISCUSSION

SIS requirements were identified through a series of discussions with campus stakeholders. In cooperation with the Idaho Division of Purchasing (IDP), a Request for Proposal (RFP) was developed and issued on April 19, 2006. A copy of the RFP has been reviewed by Board staff and is available for review.

That process resulted in responses from three vendors: Datatel, Inc., Campus Management Corporation and Three Rivers Systems, Inc. After reviewing and considering the responses, IDP determined that all proposals did not meet the requirements of the RFP and consequently all were declared non-responsive.

EITC had the opportunity to review the products offered by Datatel, Inc. and Campus Management Corporation. The evaluation team awarded the highest number of points to Datatel, Inc. for its software structure and conformance with specification requirements. Because the RFP process had failed, EITC requested and was granted permission to negotiate with Datatel, Inc.

Negotiations with Datatel, Inc. resulted in a proposal of \$492,377 to include: application software, partner products and implementation services.

Estimated additional initial costs of implementing this system include: hardware upgrades totaling \$62,200, additional staffing of \$50,000 and first year training costs of \$30,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 21-22, 2007

INSTITUTION / AGENCY AGENDA
EASTERN IDAHO TECHNICAL COLLEGE — continued

IMPACT

A new system will provide increased integration and functionality and allow EITC to take advantage of current generation technology and services. EITC has reached the limitations of the current system and thus needs to consider a replacement of some type. Today's students expect online and real time access and services. The existing system does not and cannot offer this functionality.

Effort associated with a new, comprehensive, integrated SIS is expected to decrease significantly, while the quality of service, efficiency, effectiveness and improved process flow are expected to increase just as dramatically.

EITC proposes to fund the implementation of this system primarily with state general fund monies allocated through the Idaho Division of Professional-Technical Education with support from other sources as appropriate and necessary.

ATTACHMENTS

| | |
|--------------------------------------|---------|
| Attachment 1 — Risk Assessment | Page 3 |
| Attachment 2 — Cost Benefit Analysis | Page 11 |

STAFF COMMENTS AND RECOMMENDATIONS

In compliance with Board Policy V.I.3.b, EITC management reviewed the proposed hardware and software acquisition with the Executive Director. Staff believes this acquisition is in the best interests of the institution. Although the EITC request is specifically to purchase software, the institution notes under 'Discussion' that additional for hardware (\$62,200, one-time), staffing (\$50,000, ongoing) and training (\$30,000, first year) will occur.

The maximum approval amount in the following motion has been increased from the requested amount of \$492,377 to \$525,000 to cover unforeseen cost increases.

Staff recommends approval.

BOARD ACTION

Motion to approve Eastern Idaho Technical College's request to negotiate and execute a contract with Datatel, Inc., for the purchase of Student Information System (SIS) software, at a cost not to exceed \$525,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Student Information System Risk Assessment

PURPOSE:

In compliance with the Information Technology Resource Management Council (ITRMC) *Policy 2040 and Guidelines 210 & 215*, Eastern Idaho Technical College (EITC) has completed this initial risk assessment.

TIMELINE:

This is an initial assessment coincident with the release and evaluation of Request for Proposal (RFP). Periodic reviews to this and other critical information and reviews will be made throughout the project cycle.

ASSESSMENT:

The following questions and responses are consistent with those outlined in *ITRMC Guideline 215, Risk Assessment Model* sections IV through VIII:

IV. STRATEGIC RISK

1. *To what degree is the project's purpose aligned with the Agency's overall business strategy?*

This question assesses the degree of alignment between the project objectives and the Agency's business objectives.

- A. The project direction is consistent with the business strategy, but the relationship has not been clearly documented

2. *How clearly are the expected project outcomes defined?*

This question is concerned with the way in which project objectives have been set. Vague objectives increase the probability that project outcomes will vary from the expectations/input of the project supervisors.

- A. Expected outcomes are well defined.

3. *Have metrics been established to verify the successful completion of each project phase?*

This question addresses the need to have a means of measuring project completion. Without these means, risk is increased.

- A. Metrics have been established for each phase of the project.

4. *To what extent are senior management committed to the project and its outcomes?*

The project is at much risk without the commitment from the senior management team.

A. Senior management are fully committed and have openly endorsed the project.

5. *How severe would be the result of late delivery?*

This question probes the urgency to which the new system is needed to perform the business processes.

A. Major disruption to the business because the new system is critical to the core business functions.

V. FINANCIAL RISK

1. *What is the end-to-end expenditure that this project will require?*

This question assesses the overall financial risk to the State for the entire project (including all phases).

A. Less than \$10 M.

2. *Are the cost-benefits clearly defined with a documented write-up?*

This question will gauge the economic feasibility of the project. Without clear financial need for the proposed system, there is a risk that management will not see the need for the project.

A. Yes, a cost-benefit analysis has been performed by a qualified, experienced resource.

3. *Is there a clearly defined payback for this system?*

This measures the economic justification for a project. Projects with little or no payback often get canceled.

A. There is not a clearly defined payback, but the system is necessary regardless (i.e., for public safety, etc.).

4. *What is the payback time for the project?*

It is necessary to determine if the length of time to pay off the project investment is short enough to justify continuing the project.

A. The payback period will be greater than four (4) years.

5. *To what degree have existing expenditures met budgeted amounts?*

This question will assess the current budget performance to-date.

A. Existing expenditures have consistently been within budget amounts.

6. *Is the vendor well established in the business community, with a strong financial background?*

This question is intended to measure the vendor's viability in the community.

A. The vendor is well established and in good financial condition.

VI. PROJECT MANAGEMENT RISK

1. *Does the project management team have relevant experience?*

This question determines the degree of experience in dealing with similar-sized projects.

A. Members of the project management team have experience leading projects of similar size and complexity.

2. *To what extent has a work plan been developed for the entire project lifecycle?*

This question determines if the proper resource levels have been ascertained throughout the whole project.

A. A detailed work plan has been created using an industry-accepted methodology and experience from projects of similar size and scope;

3. *To what degree have critical checkpoints and milestones been established for this project?*

This question determines if established checkpoints have been made for the project, and will allow the project managers to more effectively reach project milestones.

A. Milestones have been created for the project but dates are not firmly set.

4. *What is the total elapsed time of the project from start to finish?*

Longer projects typically are at more risk than shorter ones. This is because more influencing factors may be introduced throughout the life of the project.

A. 7 - 12 months.

5. *Have scope changes occurred which appear to exert pressure on schedule demands?*

This question will determine if the business requirements of the project have recently changed. Any such change can negatively impact the success of the project.

A. No scope changes have occurred.

6. *To what degree have “open issues” been tracked and included as part of ongoing management processes?*

This question probes the level of management involvement in day-to-day activities. Issue tracking is important so that unresolved issues do not pose a threat to the success of the project.

A. There is a method of issue tracking and resolution currently in place, which is generally used by all parties.

7. *Is the project development team organized and deployed to a single location?*

The project contains more risk if the development sites are spread out in various locations.

A. Development team members are in multiple locations but meet regularly.

8. *To what degree are the development and user skill requirements defined?*

This question explores the level of detail to which skill requirements have been defined.

A. Skill requirements have been clearly documented for all phases of the project, but do not include corresponding timeframe requirements.

VII. TECHNOLOGY RISK

1. *Is there a plan for ensuring that deliverables meet the need of the users?*

This question intends to evaluate whether or not users are sufficiently included in the most important phase, final delivery.

A. There is a plan to ensure that the needs of the users are thoroughly met.

2. *Is there a system load test or other measures to ensure good system performance (i.e., measures to test response time, system efficiency, etc.)?*

This question measures system performance and the risk associated with failing to test for performance.

A. There is a load test for system performance in accordance with accepted industry standards.

3. *How thoroughly have the technology options been evaluated?*

This question explores how the options for all aspects of the hardware and software environment have been selected.

A. Experienced technical specialists performed a comprehensive evaluation of options using a proven methodology.

4. *What is the knowledge of the proposed technology environment?*

This question is concerned with the degree of knowledge available to the staff of the chosen hardware and operating system.

A. There are parts of the platform that are very clearly understood, however, aspects of the new platform will be seen for the first time.

5. *Do the key technologies appear to be the appropriate foundation, given the system design?*

This question assesses the degree to which the chosen technologies will be maintainable and upgradeable.

A. There is every reason to believe that the proposed technology represents a solid foundation for the foreseeable future.

6. *How many existing computer systems must the project system interact with?*

This question addresses the number of different computer interfaces that must be managed in order to complete the project.

A. A limited number of interfaces.

7. *To what extent will the new system enable de-installation of the existing system?*

This question will assess the degree to which the proposed system replaces an existing system process.

A. The new system will completely replace an existing system, or an existing system does not exist.

8. *What is the vendor's ability to implement the technology?*

This question measures the risk associated with vendor experience or lack of it.

A. The vendor has successfully completed a number of previous implementations.

VIII. CHANGE MANAGEMENT / OPERATIONAL RISK

1. *How is the acceptance testing plan being developed?*
This question explores the assumptions about the way in which testing has been planned and conducted.
 - A. Acceptance planning is being developed using an industry-accepted methodology, with comprehensive input from user experts.

2. *Is the current operations organization prepared to support the new system?*
This question assesses the degree to which the current operations unit can support the new system.
 - A. Operations has experience with similar environments but will probably require some degree of training.

3. *Is the proposed hardware/software environment in production already within the organization (i.e., mainframe, client server, middleware, etc.)?*
This question addresses the additional problems that might be posed by introducing new and possible unfamiliar facilities, as well as a new system.
 - A. The environment is in production and is well established.

4. *How clearly defined are the system operating procedures (backups, restart/recovery, etc.)?*
This question evaluates the thoroughness of system documentation for maintenance purposes.
 - A. Maintenance procedures exist and some documentation exists.

5. *How severely would business be impacted by a system failure?*
This question probes the reliance that the business will place upon the system when it is operational.
 - A. Significant impact – system is critical to the business and contingency plan relies on work-around.

6. *What will be the magnitude of change that the new system will impose upon the users?*
This question will determine how much change the system will inflict upon the organization. The more change a project brings to the organization, the less likely people are willing to accept it.
 - A. The new system will require significant changes by the users and will require training.

7. *Are department staff willing to accept this change?*

This question determines if the staff is positive and committed to accepting the new system.

A. Yes – staff are well informed about the change and show strong enthusiasm.

8. *Will staff numbers be reduced as a result of implementing the system?*

This question determines if employees will be threatened by the new system. If so, risk of users not accepting the system increases.

A. There will not be a reduction in staff as a result of the new system.

9. *Will multiple business organization units be affected by the new system?*

This question will determine the number of business units that will be affected by the new system. The more business units involved increases risk of the project.

A. Multiple business units within the same Agency will be affected.

10. *To what degree are changes to the current business processes being managed?*

This question assesses how well changes to current processes have been planned.

A. New process changes have been considered, but are not clearly defined and documented.

11. *What is the level of user involvement in the project?*

This question measures the level of user involvement, with the notion that less user involvement increases risk of success.

A. The users are involved and have a permanent presence on the staff.

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Student Information System (SIS) Cost Benefit Analysis (CBA)

PURPOSE:

In compliance with the Information Technology Resource Management Council (ITRMC) *Policy 2030 and Guideline 225*, Eastern Idaho Technical College (EITC) has completed this cost benefit analysis (CBA).

TIMELINE:

This is an initial assessment coincident with the release and evaluation of Request for Proposal (RFP). Periodic reviews to this and other critical information and reviews will be made throughout the project cycle.

ASSESSMENT:

The following questions and responses are consistent with those outlined in *ITRMC Guideline 225, Cost Benefit Analysis*:

1. Software Acquisition and Maintenance:

1. Initial project estimates for purchase and installation (including travel and conversion) are approximately \$492,377. Ongoing maintenance is estimated at \$65,954 per year beginning in the second year.

2. Software Development and Maintenance:

1. This project requires no special development costs outside of those identified in the RFP (e.g. interface to existing systems). This cost will be part of the overall project total and will not be billed separately.

3. Personnel:

1. A successful contract award will require the addition of one (1) member to the Information Technology (IT) staff. Successful award will also require additional training for new and current staff to support the ongoing needs of the system and users. Salary and training expenses are estimated to be \$80,000.

4. Legal/Administrative:

1. Outside of State of Idaho requirements as outlined in the RFP, the new system will require no additional costs associated with legal support.

5. Systems Integration:

1. Eastern Idaho Technical College (EITC) has outlined the systems and services that must be interfaced with any new SIS. These include, but are not limited to, BlackBoard Learning System, the Idaho STARS financial system, the State of Idaho Human Resources program, etc.
2. These integrations were included as part of the formal RFP and have been reviewed and agreed to by potential vendors.
3. System integration costs are included as part of the final bid proposal of submitting vendors.

6. Supplies:

1. The SIS will require equipment purchases through existing state contracts. These purchases will include items like network servers, integrated storage systems, etc.

7. Training:

1. There are two aspects of training associated with any new system.
 1. Initial user and network support training will be provided by the successful vendor and is included as part of the final bid price.
2. Training of new and current IT staff will be in addition to bid pricing. The type and extent of training will depend on the successful bidders proposed system.

8. Operations:

1. Once initial training is completed, ongoing operations will be supported from existing appropriated funds and, based on evaluation of other schools, should have a negligible increase in funding support.
2. Ongoing maintenance costs will be determined based on the successful bidder. Every effort will be made to cover ongoing costs with funding reallocations within EITC's existing budget.

9. Documentation:

1. All documentation will be provided by the successful vendor. This will be a function of the overall bid price and will not increase EITC's initial or ongoing costs.

10. Hardware Purchase, Lease, Upgrade, & Maintenance:

1. As mentioned previously, EITC will be required to purchase hardware under current state contracts to support any new SIS.
2. Estimated new costs based on current bidders total \$62,200.

11. Telecommunications Systems and Services:

1. Not Applicable

12. Professional Services:

1. Not Applicable

13. Opportunity Costs:

1. EITC currently uses the Sooner Student System. Sunk costs of this system total \$61,186 and ongoing maintenance of this system currently costs \$2,000/year. These costs are already incurred by the college and would be transferred to any new system. The RFP process will identify proposed spending associated with a new system and are currently carried as estimates.

14. Intangible Costs:

1. The intangible or “soft” costs associated with this project are varied. The primary focus of this analysis is on man-hours, efficiency and effectiveness, and process flow.
2. Man-hours associated with a new, comprehensive, integrated SIS are expected to decrease dramatically. Estimates in this area include actual work processes, redundant efforts, and non-automated functions. As an evaluation point, the student registration process was reviewed under both systems (current and proposed). Direct man-hour reductions related to the registrar and associated services are approximately 1 hour per student. Redundant man-hour reductions are approximately 2 hours per student. Non-automated reductions are approximately 1 hour per student. The total per student reduction in this single illustrative process is 4 hours, for a total cost savings of approximately \$80 per student. Multiplied by the current student load at EITC, an annualized cost savings would be approximately \$60,000.
3. Efficiency and effectiveness are much more difficult to measure. Based on interviews with personnel involved in the student process, there is an estimated loss of 2 hours per student because of incorrect entries, varied format entries, etc. Per student costs are then estimated at \$40, for an annualized expected savings of \$30,000.
4. Process flow involves not only saved time in current processes, but also attempts to evaluate lost or reduced time focused on efforts other than student processing. Again based on interviews, estimated improvements in process flows and ability to focus on additional tasks would account for approximately 3000 total man-hours per annum. This is a potential realized savings of approximately \$60,000.
5. Total expected savings associated with intangible costs are expected to be approximately \$150,000 per year.

CONCLUSIONS:

Costs and expected savings are outlined in the chart below:

| Cost/Benefit | First Year | Subsequent Years |
|-----------------------------|-------------------|-------------------------|
| SIS | (492,377) | - |
| Hardware | (62,200) | - |
| Additional Staff/Training | (80,000) | (50,000) |
| Maintenance | 2,000 | (63,954) |
| Intangible Savings | 150,000 | 150,000 |
| Total (Cost) Benefit | (482,577) | 36,046 |

As expected, first year costs will exceed current spending and will likely require support from state appropriated funding and other institutional funding sources. However, second and subsequent year cost savings, almost exclusively in “soft” costs, will far exceed estimated expenditures. Although there will likely be a need for increased budgetary allowance overall, EITC feels the man-hour and efficiency returns will greatly outweigh this additional ongoing expenditure.

EITC has an opportunity to move into current generation technology and services that the existing system simply cannot provide. EITC has reached the limitations of the current Sooner software, and thus needs to consider a replacement system of some type. It should also be noted that today’s students expect online and real time access. Sooner does not and cannot offer this functionality. While it’s virtually impossible to measure the number of students who choose another school over EITC because of these factors, it’s safe to say that it does happen. A similar example was demonstrated when EITC purchased a course management system. Student response to expanded access was very favorable.

Based on measurable and intangible review the overall conclusion is that EITC needs to consider a replacement system for the current Sooner database. While the cost calculations may not look overly favorable, EITC feels the underlying service to students and increased employee efficiency are well worth the proposed expenditure.

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

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.

b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

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