

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2010**

TAB	DESCRIPTION	ACTION
1	INTERCOLLEGIATE ATHLETICS Financial Reports	Information item
2	INTERCOLLEGIATE ATHLETICS Employee Compensation Reports	Information item
3	INTERCOLLEGIATE ATHLETICS Gender Equity and Athletics Limits Reports	Motion to approve
4	AMENDMENT TO BOARD POLICY Section III.T. - Intercollegiate Athletics – 1 st Reading	Motion to approve
5	AMENDMENT TO BOARD POLICY Section V.D. – Fiscal Officer, Banking, and Investments, 2nd Reading	Motion to approve
6	AMENDMENT TO BOARD POLICY Section V.R.3.a.v. - Self-Support Certificate and Program Fees, 2nd Reading	Motion to approve
7	AMENDMENTS TO BOARD POLICY Section V.R.3. – Definitions and Types of Tuition and Fees, and Section V.Q.1. Revenue Deposited into Account, 2nd Reading	Motion to approve
8	BOISE STATE UNIVERSITY Micron Engineering Center - Infrastructure Improvements	Motion to approve
9	BOISE STATE UNIVERSITY IStrategy Software Licensing and Maintenance Fees	Motion to approve
10	BOISE STATE UNIVERSITY Design Approval – Bronco Stadium Expansion, Phase I	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2010**

TAB	DESCRIPTION	ACTION
11	IDAHO STATE UNIVERSITY Holt Arena Turf Replacement	Motion to approve
12	IDAHO STATE UNIVERSITY Upgrade Qwest TDM and ATM Services	Motion to approve
13	UNIVERSITY of IDAHO Starbucks at UI Bookstore	Motion to approve

**CONSENT AGENDA
FEBRUARY 17, 2011**

SUBJECT

Intercollegiate Athletics Reports of revenues, expenditures, participation

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Responsibility, management, control and reporting requirements for athletics are detailed in Board policy. The college and universities 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.

Board policy establishes limits on the amount of general education 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 are 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 addressing gender equity issues (i.e. proportionate financial assistance, equivalent benefits and opportunities, and accommodation of students' interests and abilities).

IMPACT

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

The report of fund balances on page 7 shows all the institutions except University of Idaho have positive fund balances. The University of Idaho treats the athletics fund balance as one of a larger fund group (auxiliary enterprises) which has a positive overall fund balance. At year end, any negative individual fund balance within this fund group is offset by positive balances in other individual funds within the same group. Board policy III.T.3.d requires that if an athletic department fund balance becomes negative, "reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance."

ATTACHMENTS

Attachment 1	Charts identifying the revenue by major source by Institution and as a percent of total athletics revenue	Page 3
Attachment 2	Chart identifying athletic departments fiscal year end fund balance by institution	Page 7
Attachment 3	Charts displaying total students participating in athletic Programs and number of full-ride scholarships	Page 8

**CONSENT AGENDA
FEBRUARY 17, 2011**

BSU Tab

Intercollegiate Athletic Report

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ISU Tab

Intercollegiate Athletic Report

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UI Tab

Intercollegiate Athletic Report

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LCSC Tab

Intercollegiate Athletic Report

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STAFF COMMENTS AND RECOMMENDATIONS

The Athletics Reports show actual results for fiscal years 2007 through 2010 and the forecast for fiscal year 2011. The amount of general and institutional funds allocated to athletics compared to the limits is shown below:

Institution	General Education Limit	FY 2011 Estimate
BSU	\$2,214,700	\$2,214,700
ISU	\$2,214,700	\$2,214,700
UI	\$2,214,700	\$2,214,700
LCSC	\$823,400	\$806,820

Institution	Institution Limit	FY 2011 Estimate
BSU	\$346,600	\$346,600
ISU	\$485,100	\$485,100
UI	\$693,100	\$617,500
LCSC	\$138,500	\$126,500

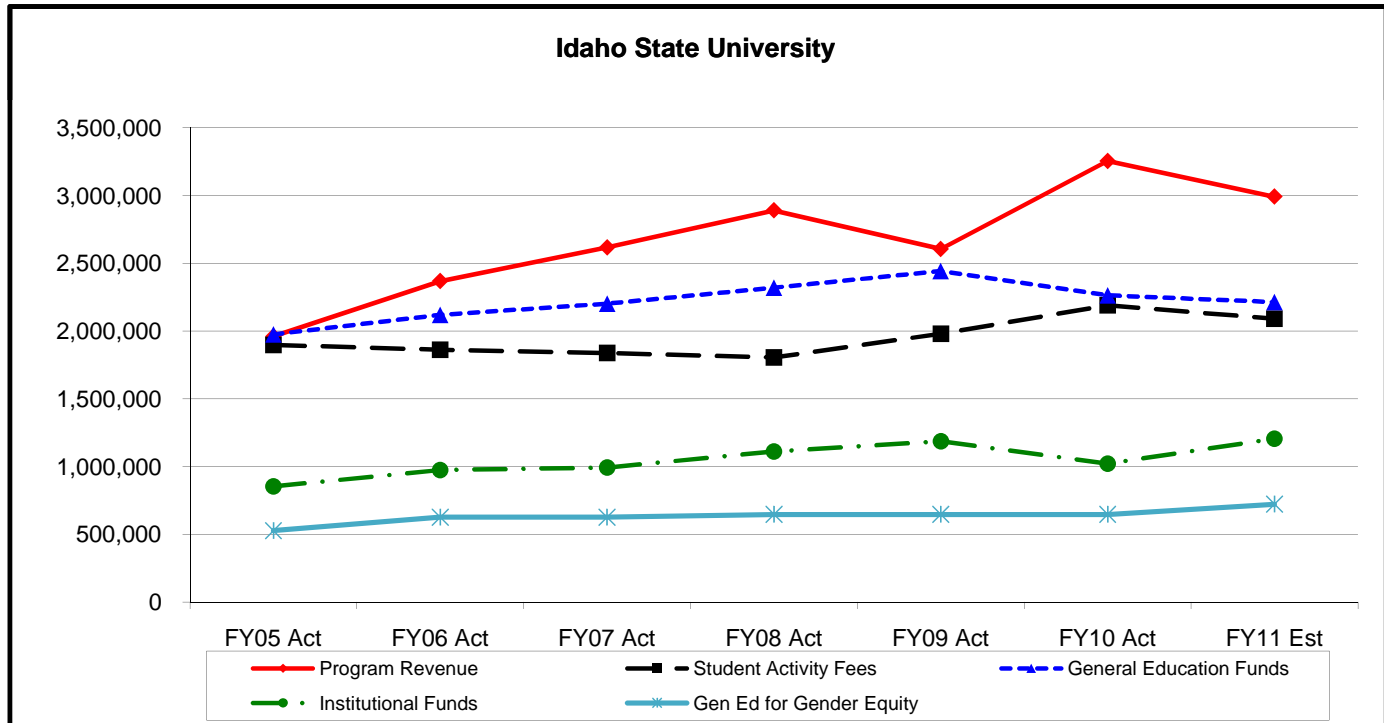
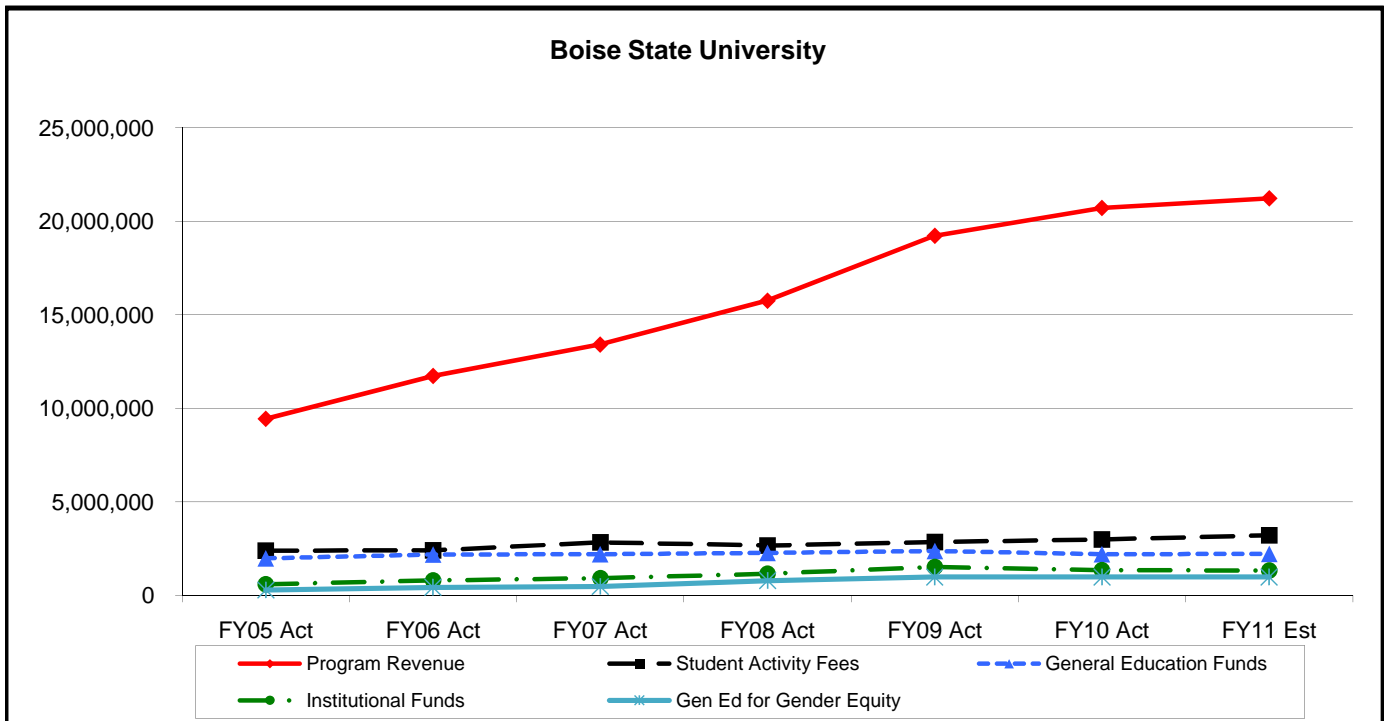
The fiscal year 2011 general education and institution fund limits fell due to the reduced General Fund appropriation even though student fees are projected to rise by over \$12M.

BOARD ACTION

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

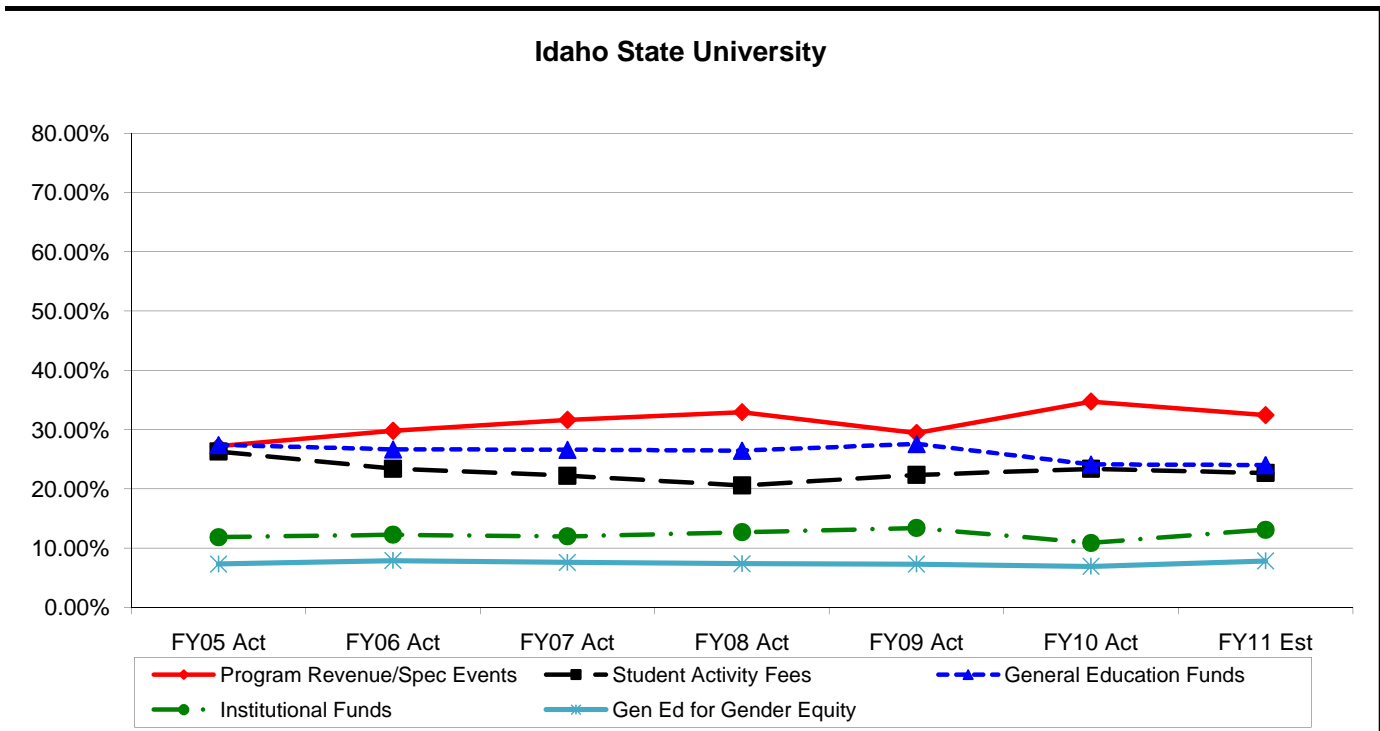
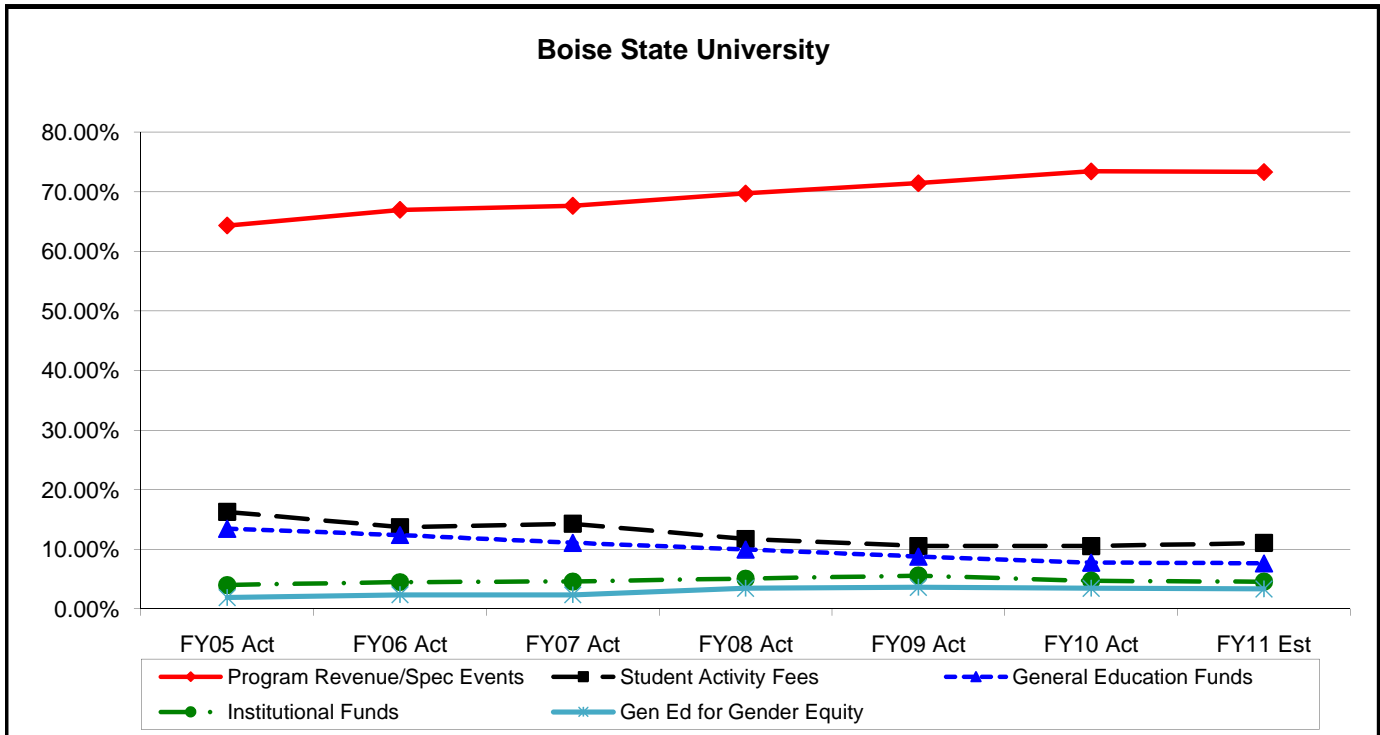
Intercollegiate Athletics Report

Revenue by Major Source



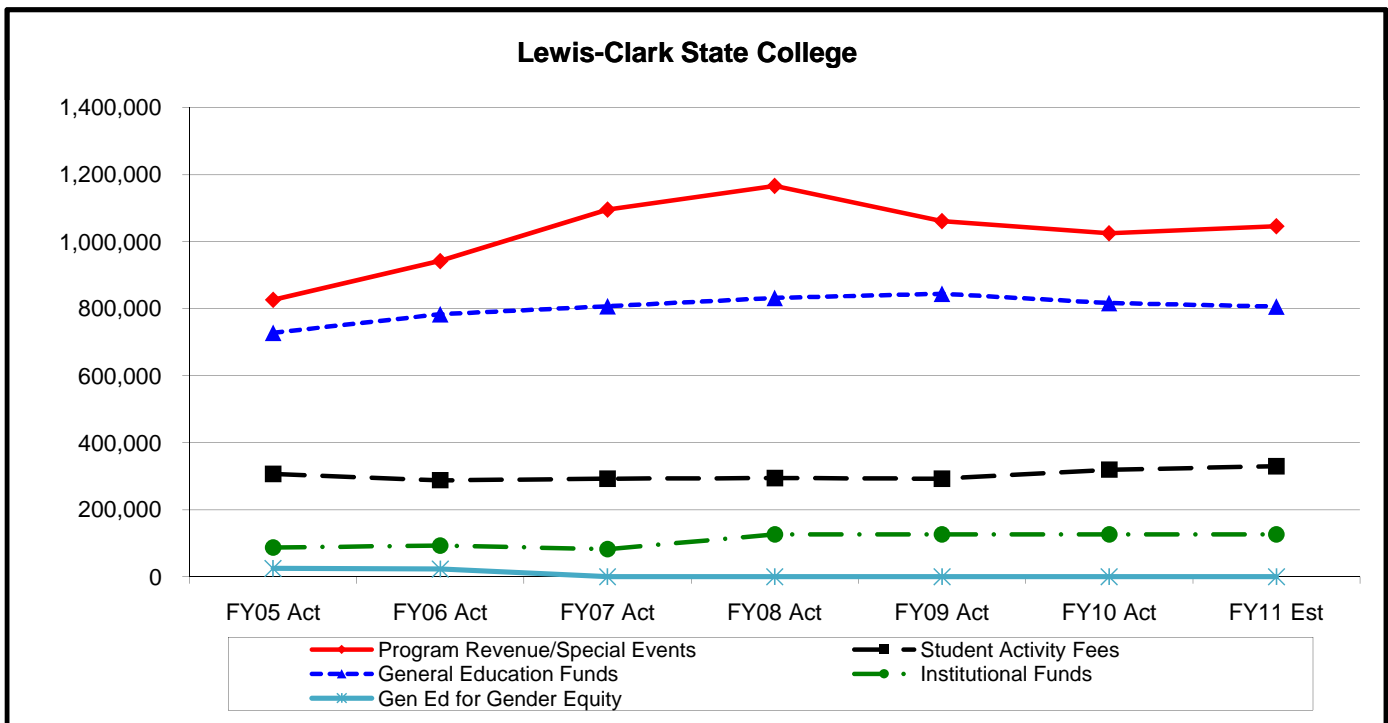
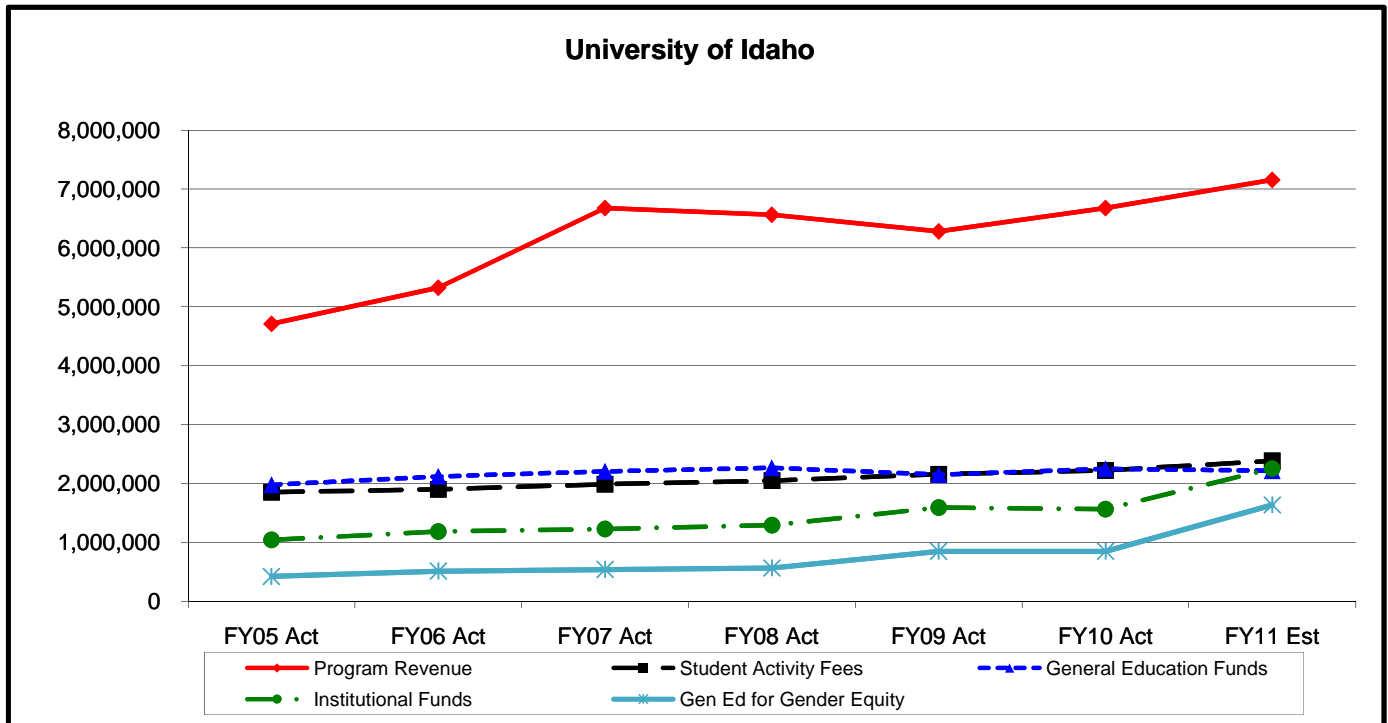
Intercollegiate Athletics Report

Revenue as a Percent of Total Revenue by Major Source



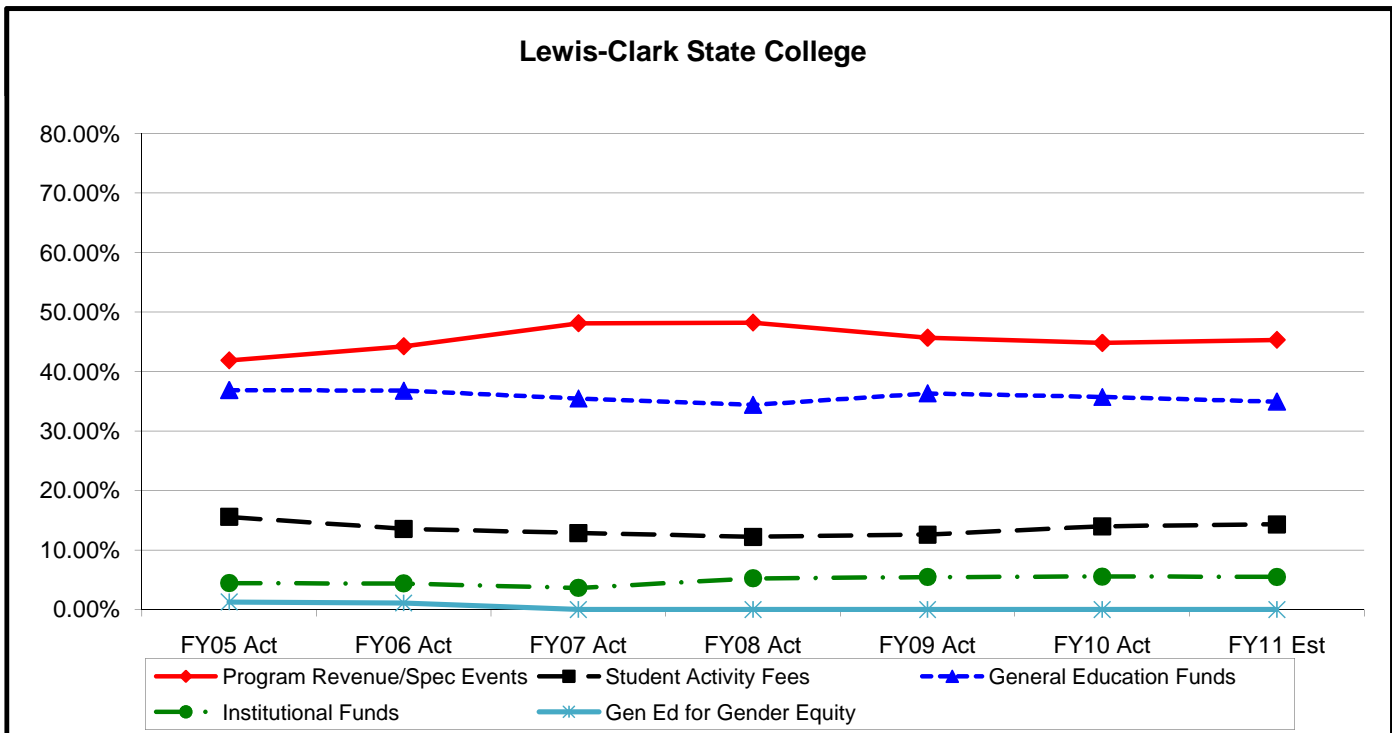
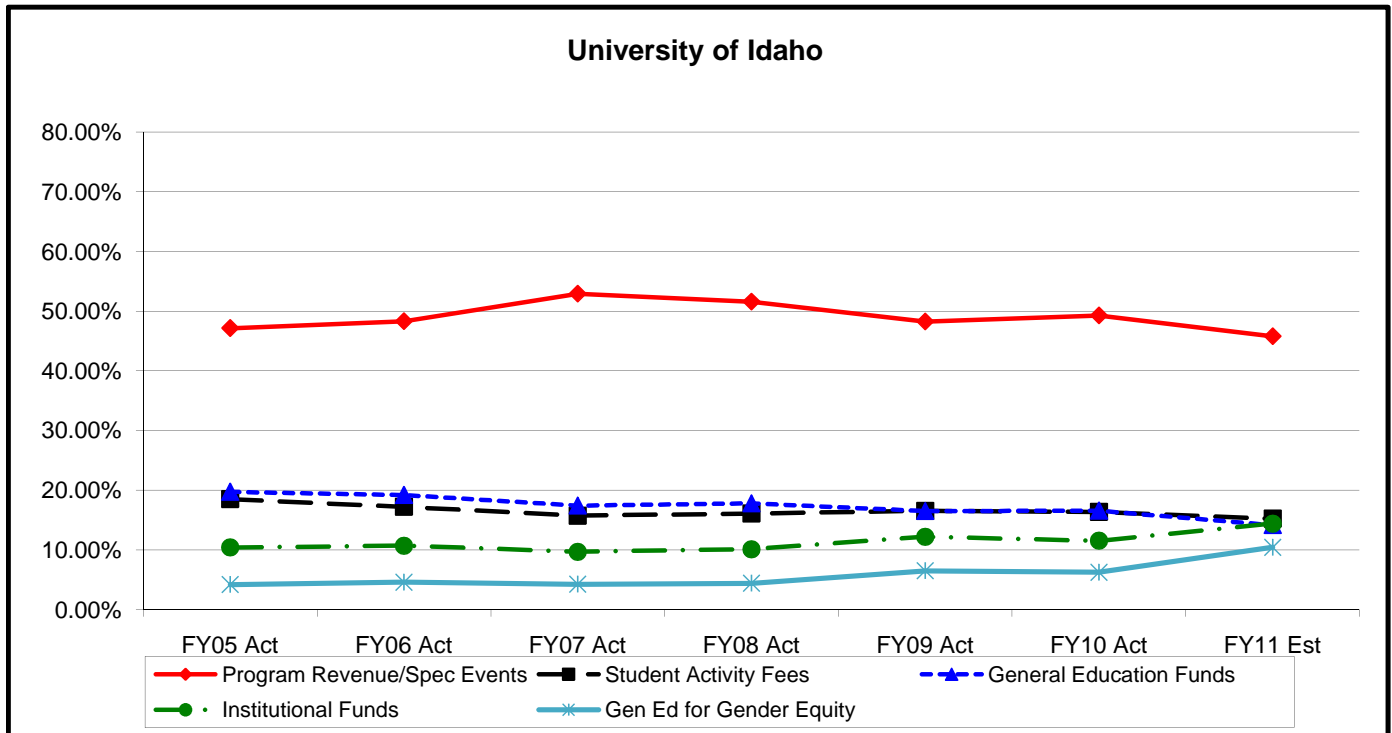
Intercollegiate Athletics Report

Revenue by Major Source



Intercollegiate Athletics Report

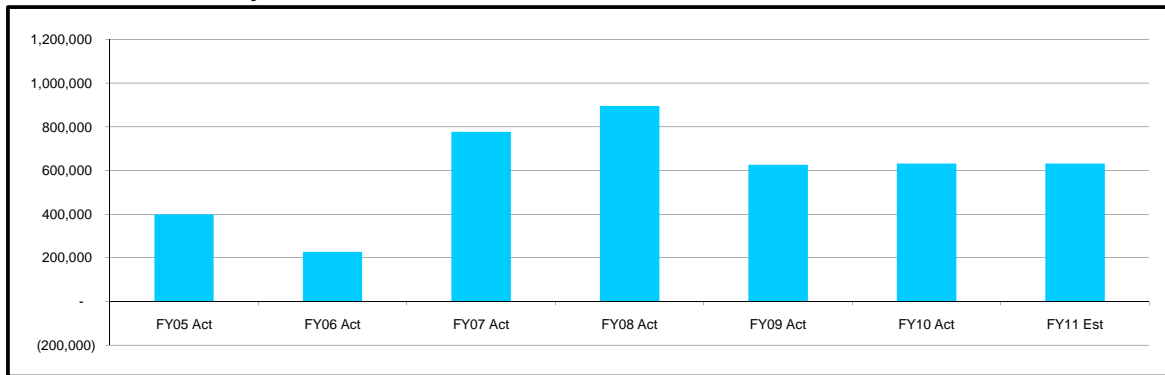
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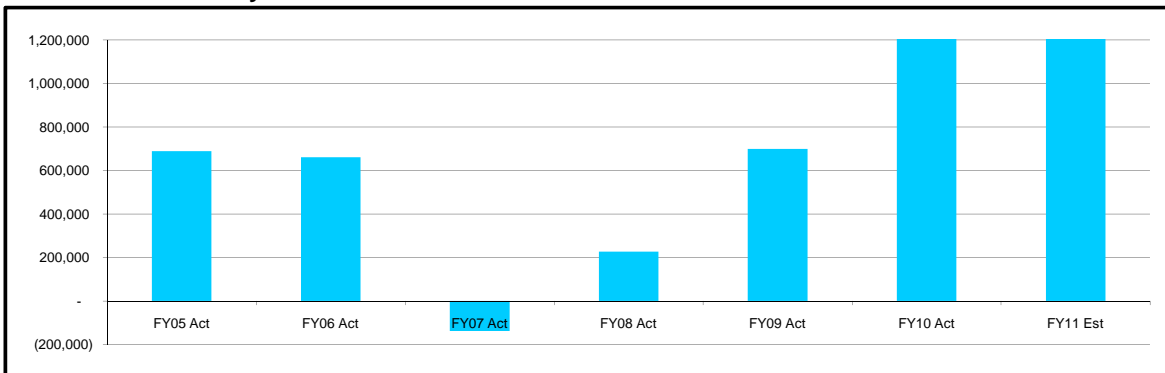
Intercollegiate Athletic Report

Fiscal Year Ending Fund Balance for Athletic Program by Institution

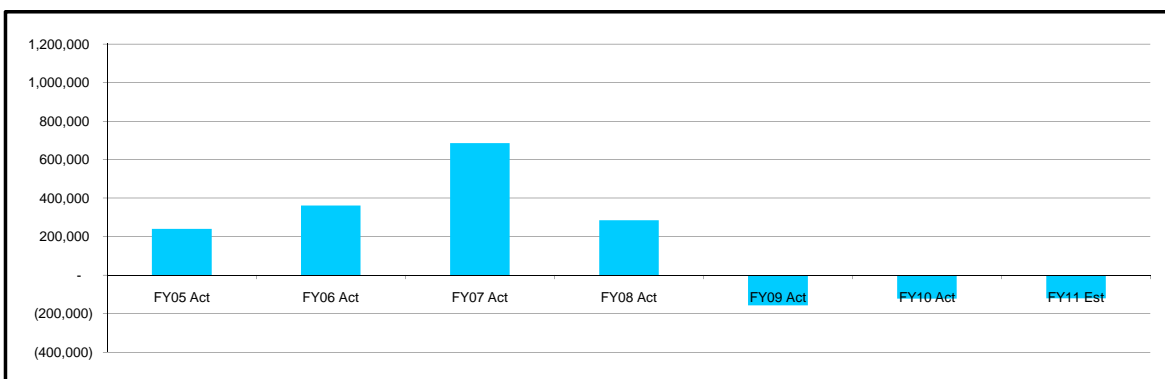
Boise State University



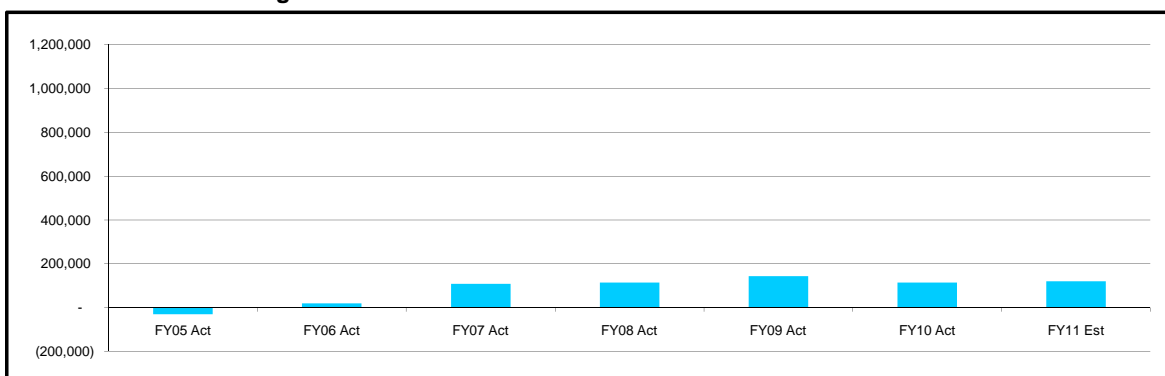
Idaho State University



University of Idaho



Lewis-Clark State College

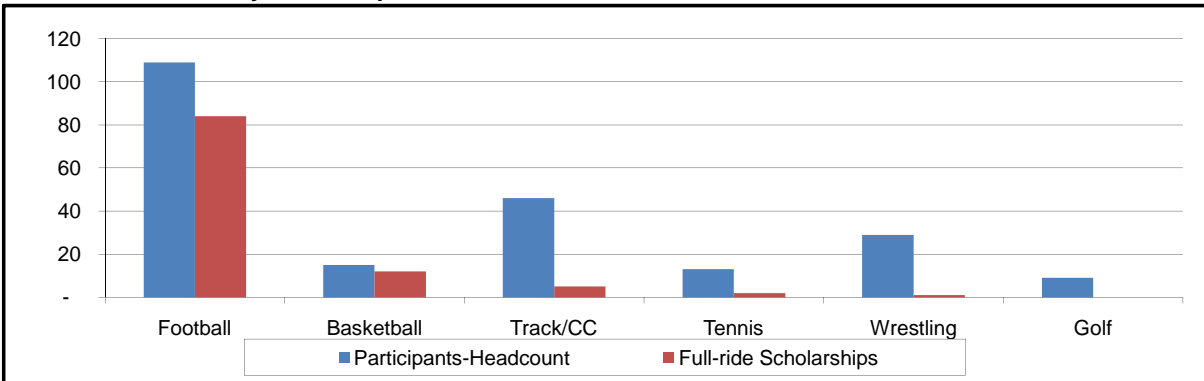


Intercollegiate Athletic Report

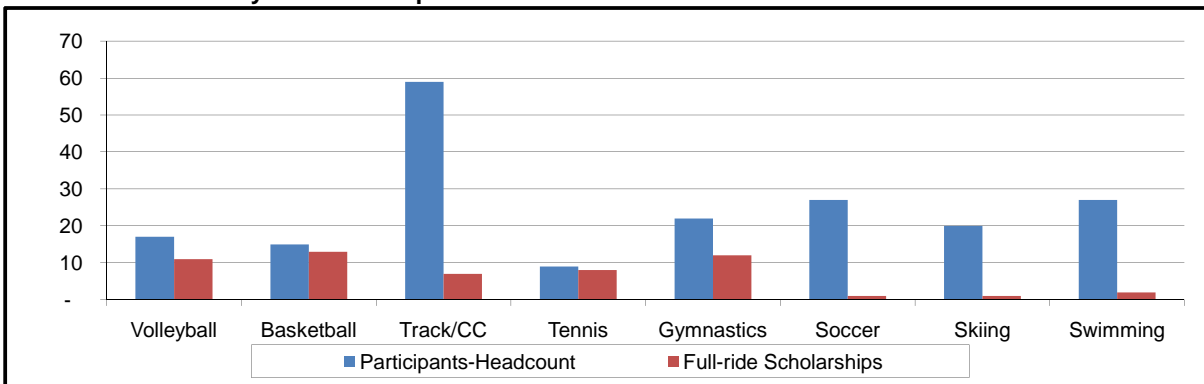
Number of Participants and Full-ride Scholarships by Sport

FY 2010

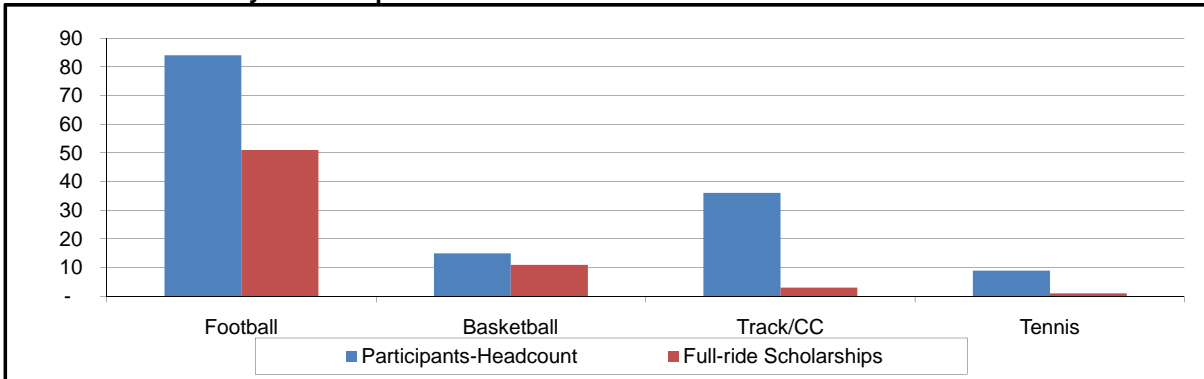
Boise State University - Men's Sports



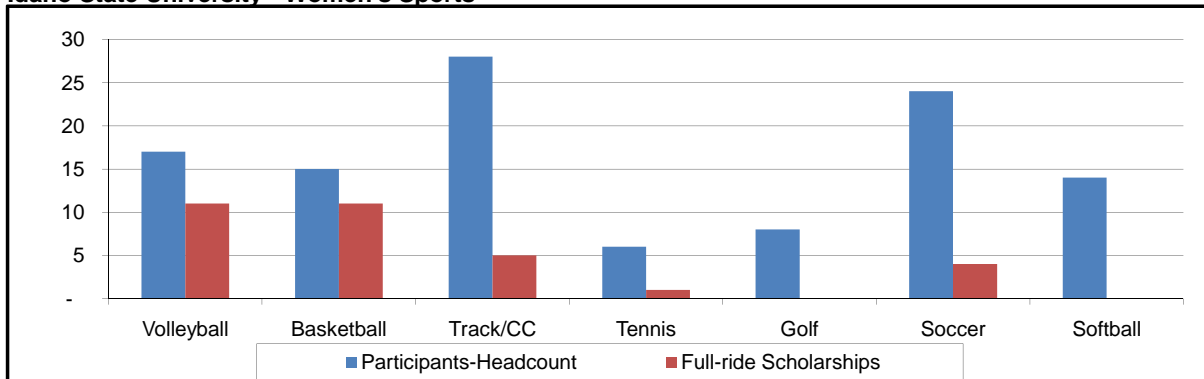
Boise State University - Women's Sports



Idaho State University - Men's Sports



Idaho State University - Women's Sports

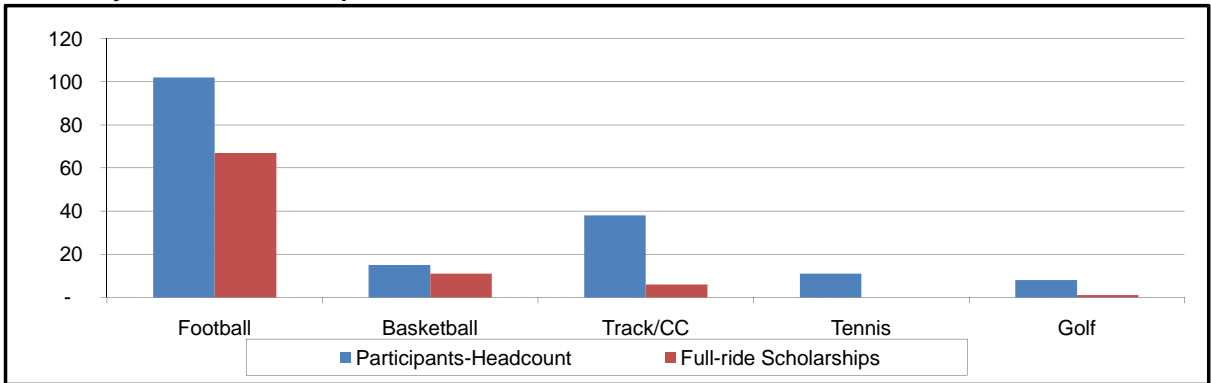


Intercollegiate Athletic Report

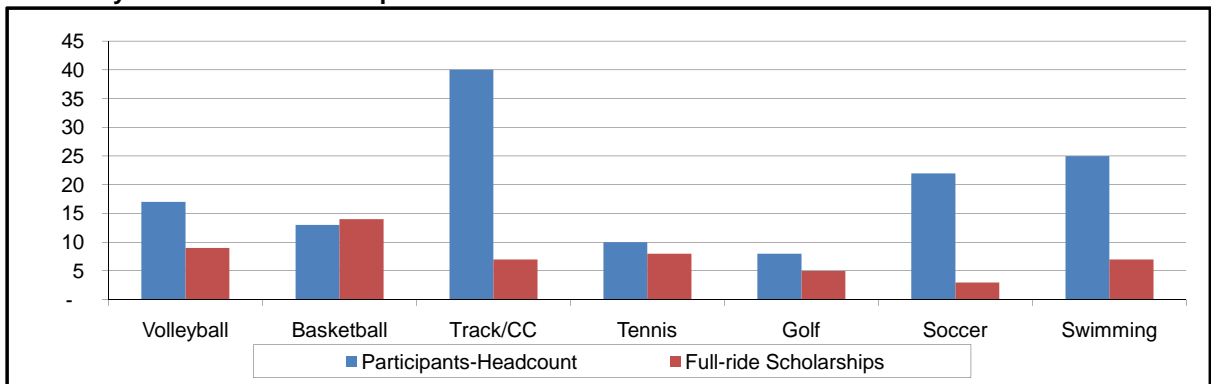
Number of Participants and Full-ride Scholarships by Sport

FY 2010

University of Idaho - Men's Sports



University of Idaho - Women's Sports



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

Revenues/Expend/Fund Balance	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
1 Revenue (Detail):							
2 Program Revenue:							
3 Ticket Sales	4,430,742	6,237,477	5,669,473	7,102,661	6,161,320	-13.3%	8.6%
4 Game Guarantees	415,650	626,500	600,000	580,000	1,450,000	150.0%	36.7%
5 Contributions	3,522,400	2,884,410	6,406,382	6,553,812	6,791,942	3.6%	17.8%
6 NCAA/Conference/Tournaments	1,762,971	2,062,996	1,684,765	1,835,720	2,164,638	17.9%	5.3%
7 TV/Radio/Internet Rights	19,093	142,046	188,096	126,678	75,000	-40.8%	40.8%
8 Program/Novelty Sales,							
9 Concessionns, Parking	619,942	650,896	958,955	932,558	837,603	-10.2%	7.8%
10 Royalty, Advertisement, Sponsorship	1,850,843	2,253,195	2,338,780	2,773,179	2,793,253	0.7%	10.8%
11 Endowment/Investment Income	414,287	475,000	196,690	0	349,000		-4.2%
12 Other	379,790	427,736	1,185,366	803,891	607,100	-24.5%	12.4%
13 Total Program Revenue	13,415,718	15,760,256	19,228,507	20,708,499	21,229,856	2.5%	12.2%
14 Non-Program Revenue:							
15 NCAA/Bowl/World Series	2,660,410	24,085	652,958	4,407,144	30,000	-99.3%	-67.4%
16 Student Activity Fees	2,833,090	2,657,499	2,839,814	2,980,056	3,204,466	7.5%	3.1%
17 General Education Funds	2,201,200	2,256,873	2,365,023	2,193,089	2,214,700	1.0%	0.2%
18 GenEd Funds for Gender Eq.	467,872	783,872	976,872	976,872	976,872	0.0%	20.2%
19 Institutional Funds	444,500	363,300	529,735	358,700	346,600	-3.4%	-6.0%
20 Subtotal State/Inst. Support	3,113,572	3,404,045	3,871,630	3,528,661	3,538,172	0.3%	3.2%
21 Total Non-Program Revenue	8,607,072	6,085,629	7,364,402	10,915,861	6,772,638	-38.0%	-5.8%
22 Subtotal Operating Revenue:	22,022,790	21,845,885	26,592,909	31,624,360	28,002,494	-11.5%	6.2%
23 Non-Cash Revenue							
24 Third Party Support	184,100	198,150	205,475	293,750	300,000	2.1%	13.0%
25 Indirect Institutional Support	1,770,143	1,377,827	1,583,739	2,209,387	1,678,531	-24.0%	-1.3%
26 Non-Cash Revenue				0	0		
27 Non-Resident Tuition Waivers	1,338,121	1,710,390	1,651,556	1,913,158	2,127,600	11.2%	12.3%
28 Subtotal Non-Cash Revenue	3,292,364	3,286,367	3,440,770	4,416,295	4,106,131	-7.0%	5.7%
29 Total Revenue:	25,315,154	25,132,252	30,033,679	36,040,655	32,108,625	-10.9%	6.1%
30 Expenditures:							
32 Operating Expenditures:							
33 Athletics Student Aid	2,619,095	3,075,365	3,300,409	3,739,015	4,262,990	14.0%	13.0%
34 Guarantees	485,980	640,449	495,000	789,500	500,000	-36.7%	0.7%
35 Coaching Salary/Benefits	4,574,184	5,114,878	5,695,266	7,219,755	7,596,063	5.2%	13.5%
36 Admin Staff Salary/Benefits	3,377,832	3,800,656	4,387,078	4,309,086	4,356,279	1.1%	6.6%
37 Fringe Benefits/Severence Payments							
38 Recruiting	349,514	359,735	330,559	281,642	373,500	32.6%	1.7%
39 Team Travel	1,505,170	1,571,519	1,861,684	1,966,291	1,982,614	0.8%	7.1%
40 Equipment, Uniforms and Supplies	1,085,182	1,815,709	1,471,877	1,483,833	999,579	-32.6%	-2.0%
41 Game Expenses	529,418	577,832	960,989	791,191	833,373	5.3%	12.0%
42 Fund Raising, Marketing, Promotion	407,156	389,334	450,369	550,524	279,937	-49.2%	-8.9%
43 Direct Facilities/Maint/Rentals	1,292,903	1,410,028	2,860,764	1,091,002	1,180,161	8.2%	-2.3%
44 Debt Service on Facilities	1,373,856	1,260,904	3,417,400	3,629,955	4,080,684	12.4%	31.3%
45 Spirit Groups	70,057	80,843	29,452	88,599	177,401	100.2%	26.1%
46 Medical Expenses & Insurance	65,304	123,475	121,543	104,918	69,595	-33.7%	1.6%
47 Memberships & Dues	478,007	487,382	489,003	482,578	510,287	5.7%	1.6%
48 NCAA/Special Event/Bowls	2,667,854	54,693	365,110	3,954,459	21,095	-99.5%	-70.2%
49 Other Operating Expenses	592,564	963,267	626,842	1,135,668	778,472	-31.5%	7.1%
50 Subtotal Operating Expenditures	21,474,076	21,726,069	26,863,345	31,618,016	28,002,030	-11.4%	6.9%
51 Non-Cash Expenditures							
52 3rd Party Coaches Compensation	184,100	198,150	205,475	293,750	300,000	2.1%	13.0%
53 3rd Party Admin Staff Compensation							
54 Indirect Facilities & Admin Support	1,770,143	1,377,827	1,583,739	2,209,387	1,678,531	-24.0%	-1.3%
55 Non-Cash Expense							
56 Non-Resident Tuition Waivers	1,338,121	1,710,390	1,651,556	1,913,158	2,127,600	11.2%	12.3%
57 Subtotal Non-Cash Expenditures	3,292,364	3,286,367	3,440,770	4,416,295	4,106,131	-7.0%	5.7%
58 Total Expenditures:	24,766,440	25,012,436	30,304,115	36,034,311	32,108,161	-10.9%	6.7%
59							
60 Net Income/(deficit)	548,714	119,816	(270,436)	6,344	464	-92.7%	-82.9%
61							
62 Ending Fund Balance 6/30	776,252	896,068	625,632	631,976	632,440	0.1%	-5.0%
63							
64 Sport Camps & Clinics							
65 Revenue	757,310	445,799	580,399	865,924	400,000	-53.8%	-14.7%
66 Coach Compensation from Camp	182,917	254,355	193,229	222,413	150,000	-32.6%	-4.8%
67 Camp Expenses	256,806	341,076	296,980	398,975	250,000	-37.3%	-0.7%
68 Total Expenses	439,723	595,431	490,209	621,388	400,000	-35.6%	-2.3%
69 Net Income from Camps	317,587	(149,632)	90,190	244,536	0	-100.0%	-100.0%

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

Revenue by Program:		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
1	General Revenue:							
2	Student Fees	2,833,090	2,657,499	2,839,814	2,980,056	3,204,466	7.5%	3.1%
3	Contributions	3,522,400	2,884,410	6,406,382	6,553,812	6,791,942	3.6%	17.8%
4	State Support	2,201,200	2,256,873	2,365,023	2,193,089	2,214,700	1.0%	0.2%
5	Institutional Gender Equity	467,872	783,872	976,872	976,872	976,872	0.0%	20.2%
6	Institutional Support	444,500	363,300	529,735	358,700	346,600	-3.4%	-6.0%
7	NCAA/Conference	1,762,971	2,062,996	1,684,765	1,835,720	2,164,638	17.9%	5.3%
8	TV/Radio/Internet	19,093	142,046	188,096	126,678	75,000	-40.8%	40.8%
9	Concessions/program/etc.	619,942	650,896	958,955	932,558	837,603	-10.2%	7.8%
10	Advertising/sponsorship/Royalty	1,850,843	2,253,195	2,338,780	2,773,179	2,793,253	0.7%	10.8%
11	Endowments	414,287	475,000	196,690	-	349,000		-4.2%
12	NCAA/Special Event/Bowls	2,660,410	24,085	652,958	4,407,144	30,000	-99.3%	-67.4%
13	Other	379,790	427,736	1,185,366	803,891	607,100	-24.5%	12.4%
14	Total General Revenue	17,176,398	14,981,908	20,323,436	23,941,699	20,391,174	-14.8%	4.4%
15	Revenue By Sport:							
16	Men's Programs:							
17	Football							
18	Ticket Sales	3,813,464	5,408,108	4,993,955	6,657,518	5,685,926	-14.6%	10.5%
19	Game Guarantees	350,000	625,000	600,000	450,000	1,450,000	222.2%	42.7%
20	Other (Tourn/Bowl/Conf)							
21	Basketball							
22	Ticket Sales	558,700	742,607	617,467	373,570	441,012	18.1%	-5.7%
23	Game Guarantees	65,000			130,000	-	-100.0%	-100.0%
24	Other (Tourn/Bowl/Conf)							
25	Track & Field/Cross Country	2,002	7,110	2,716	3,658	2,587	-29.3%	6.6%
26	Tennis	5,486	1,500					
27	Baseball							
28	Ticket Sales							
29	Contributions (Fundraising)							
30	Wrestling	5,911	11,646	9,848	23,431	4,313	-81.6%	-7.6%
31	Golf							
32	Volleyball							
33	Total Men's Sport Revenue	4,800,563	6,795,971	6,223,986	7,638,177	7,583,838	-0.7%	12.1%
34	Women's Programs							
35	Volleyball							
36	Ticket Sales	6,005	11,384	3,924	5,284	3,738	-29.3%	-11.2%
37	Game Guarantees							
38	Other (Tourn/Bowl/Conf)							
39	Basketball							
40	Ticket Sales	28,926	21,622	22,550	13,596	5,629	-58.6%	-33.6%
41	Game Guarantees							
42	Other (Tourn/Bowl/Conf)							
43	Track & Field/Cross Country	2,002	7,110	2,716	3,658	2,588	-29.3%	6.6%
44	Tennis							
45	Gymnastics	4,448	14,392	6,036	8,128	5,751	-29.2%	6.6%
46	Golf							
47	Soccer	4,448	13,498	6,036	8,128	5,751	-29.2%	6.6%
48	Softball			4,225	5,690	4,025	-29.3%	
49	Skiing							
50	Swimming							
51	Total Women's Sport Rev	45,829	68,006	45,487	44,484	27,482	-38.2%	-12.0%
52	Total Revenue	22,022,790	21,845,885	26,592,909	31,624,360	28,002,494	-11.5%	6.2%

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

Expenditures by Admin/Sport		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
53 Administrative and General								
54	Athletic Director Office	1,078,224	1,137,606	1,297,780	1,316,953	1,379,354	4.7%	6.4%
55	Fund Raising Office	561,839	681,382	645,159	1,161,260	648,323	-44.2%	3.6%
56	Academic Support	572,738	782,313	854,136	1,008,813	902,498	-10.5%	12.0%
57	Media Relations	311,835	351,019	345,471	323,729	310,631	-4.0%	-0.1%
58	Marketing and Promotions	430,086	492,294	628,671	758,910	474,563	-37.5%	2.5%
59	Ticket Office	240,341	265,279	314,033	300,717	293,316	-2.5%	5.1%
60	Athletic Training Room	407,214	593,739	560,859	549,045	569,967	3.8%	8.8%
61	Memberships and Dues	478,007	487,382	489,003	482,578	510,287	5.7%	1.6%
62	Facilities Mtn & Debt Service	2,625,603	2,606,173	5,597,504	4,892,422	6,092,994	24.5%	23.4%
63	Capital Improvements	665,311	1,027,905	1,623,119	685,863	-	-100.0%	-100.0%
64	NCAA/Special Event/Bowls	2,667,854	37,591	365,110	3,954,459	21,095	-99.5%	-70.2%
65	Other Miscellaneous	1,605,344	1,686,734	1,810,171	1,874,379	2,224,217	18.7%	8.5%
66 Total Admin & General		11,644,396	10,149,417	14,531,016	17,309,128	13,427,245	-22.4%	3.6%
67								
68 Men's Programs:								
69	Football	4,644,875	5,772,723	5,673,268	6,850,396	7,038,627	2.7%	11.0%
70	Basketball	1,124,670	1,097,407	1,274,187	1,529,236	1,722,211	12.6%	11.2%
71	Track & Field/Cross Country	331,224	358,198	358,798	484,006	486,425	0.5%	10.1%
72	Tennis	273,000	310,932	332,123	381,888	277,920	-27.2%	0.4%
73	Baseball				-	-		
74	Wrestling	321,041	376,418	393,717	497,694	416,847	-16.2%	6.7%
75	Golf	144,336	171,692	175,395	162,284	164,513	1.4%	3.3%
76	Volleyball							
77	Rodeo							
78 Total Men's Programs		6,839,146	8,087,370	8,207,488	9,905,504	10,106,543	2.0%	10.3%
79								
80 Women's Programs								
81	Volleyball	478,642	509,694	493,647	456,679	523,099	14.5%	2.2%
82	Basketball	651,090	833,326	949,825	933,985	1,025,971	9.8%	12.0%
83	Track & Field/Cross Country	387,007	416,838	417,691	558,720	571,835	2.3%	10.3%
84	Tennis	233,531	271,551	321,629	353,075	280,805	-20.5%	4.7%
85	Gymnastics	436,812	438,173	523,170	561,430	455,468	-18.9%	1.1%
86	Golf	196,611	193,903	169,098	202,557	184,676	-8.8%	-1.6%
87	Soccer	388,377	419,012	438,758	473,646	453,380	-4.3%	3.9%
88	Softball	0	0					
89	Skiing	6,156	5,253	374,241	433,678	487,355	12.4%	198.3%
90	Swimming	212,308	401,532	436,782	429,614	485,653	13.0%	23.0%
91 Total Women's Programs		2,990,534	3,489,282	4,124,841	4,403,384	4,468,242	1.5%	10.6%
92								
93 Total Expenditures		21,474,076	21,726,069	26,863,345	31,618,016	28,002,030	-11.4%	6.9%

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

Participants by Sport		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
94	Men's Programs:							
95	Football	104	102	105	109	108	-0.9%	0.9%
96	Basketball	15	16	14	15	16	6.7%	1.6%
97	Track & Field/Cross Country	36	37	38	46	54	17.4%	10.7%
98	Tennis	10	13	12	13	10	-23.1%	0.0%
99	Baseball							
100	Wrestling	22	30	33	29	33	13.8%	10.7%
101	Golf	10	9	10	9	10	11.1%	0.0%
102	Volleyball							
103	Rodeo							
104	Total Male Participation	197	207	212	221	231	4.5%	4.1%
105	Women's Programs							
106	Volleyball	15	19	15	17	16	-5.9%	1.6%
107	Basketball	13	17	16	15	14	-6.7%	1.9%
108	Track & Field/Cross Country	28	38	47	59	61	3.4%	21.5%
109	Tennis	9	9	9	8	7	-12.5%	-6.1%
110	Gymnastics	16	25	22	18	19	5.6%	4.4%
111	Golf	10	8	10	9	9	0.0%	-2.6%
112	Soccer	27	28	27	29	28	-3.4%	0.9%
113	Softball	0	0	0	0	0		
114	Skiing	0	0	19	20	21	5.0%	
115	Swimming	14	26	31	27	28	3.7%	18.9%
116	Rodeo	0	0	0	0	0		
117	Total Female Participation	132	170	196	202	203	0.5%	11.4%
118	Total Participants	329	377	408	423	434	2.6%	7.2%

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

		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
Full Ride Scholarships (Hdct)								
119	Men's Programs:							
120	Football	81.0	74.0	69.0	84.0	85.0	1.2%	1.2%
121	Basketball	13.0	11.0	12.0	12.0	13.0	8.3%	0.0%
122	Track & Field/Cross Country	3.0	3.0	5.0	5.0	5.0	0.0%	13.6%
123	Tennis	3.0	3.0	2.0	2.0	2.0	0.0%	-9.6%
124	Baseball							
125	Wrestling	1.0	1.0	0.0	1.0	1.0	0.0%	0.0%
126	Golf	1.0	0.0	1.0	0.0	1.0		0.0%
127	Volleyball							
128	Subtotal	102.0	92.0	89.0	104.0	107.0	2.9%	1.2%
129	Women's Programs							
130	Volleyball	11.0	12.0	12.0	11.0	12.0	9.1%	2.2%
131	Basketball	13.0	14.0	15.0	13.0	15.0	15.4%	3.6%
132	Track & Field/Cross Country	7.0	4.0	5.0	7.0	5.0	-28.6%	-8.1%
133	Tennis	7.0	7.0	8.0	8.0	8.0	0.0%	3.4%
134	Gymnastics	10.0	9.0	12.0	12.0	12.0	0.0%	4.7%
135	Golf	3.0	3.0	1.0	0.0	1.0		-24.0%
136	Soccer	1.0	0.0	1.0	1.0	2.0	100.0%	18.9%
137	Skiing	0.0	0.0	1.0	1.0	2.0	100.0%	
138	Softball	0.0	0.0	0.0	0.0	0.0		
139	Swimming	0.0	1.0	1.0	2.0	2.0	0.0%	
140	Subtotal	52.0	50.0	56.0	55.0	59.0	7.3%	3.2%
141	Total Scholarships	154.0	142.0	145.0	159.0	166.0	4.4%	1.9%
142	Partial Scholarships by Sport (FTE)							
143	Men's Programs:							
144	Football	0.50	4.55	16.20	1.00	0.00	-100.0%	-100.0%
145	Basketball	0.00	0.46	0.50	0.40	0.00	-100.0%	
146	Track & Field/Cross Country	6.98	8.76	5.36	6.30	8.00	27.0%	3.5%
147	Tennis	1.04	1.47	1.87	2.49	2.50	0.4%	24.5%
148	Baseball							
149	Wrestling	8.42	6.97	9.55	8.07	8.90	10.3%	1.4%
150	Golf	2.47	3.50	2.41	3.79	3.50	-7.7%	9.1%
151	Volleyball							
152	Rodeo							
153	Subtotal	19.41	25.71	35.89	22.05	22.90	3.9%	4.2%
154	Women's Programs							
155	Volleyball	0.59	0.94	0.00	0.00	0.00		-100.0%
156	Basketball	0.04	1.01	0.50	0.78	0.00	-100.0%	-100.0%
157	Track & Field/Cross Country	8.57	10.47	9.26	8.12	13.00	60.1%	11.0%
158	Tennis	0.00	0.00	0.35	0.00	0.00		
159	Gymnastics	0.79	0.70	0.00	0.78	0.00	-100.0%	-100.0%
160	Golf	3.00	3.08	4.62	5.53	5.00	-9.6%	13.6%
161	Soccer	11.57	12.01	9.87	9.39	12.00	27.8%	0.9%
162	Softball							
163	Skiing	0.00	0.00	5.34	7.75	10.00	29.0%	
164	Swimming	1.76	5.98	9.33	10.02	12.00	19.8%	61.6%
165	Rodeo							
166	Subtotal	26.32	34.19	39.27	42.37	52.00	22.7%	18.6%
167	Total Scholarships	45.73	59.90	75.16	64.42	74.90	16.3%	13.1%

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

Revenues/Expend/Fund Balance	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
1 Revenue:							
2 Program Revenue:							
3 Ticket Sales	328,546	369,954	357,869	253,108	219,509	-13.3%	-9.6%
4 Game Guarantees	562,000	644,000	754,600	1,330,402	1,158,000	-13.0%	19.8%
5 Contributions	518,339	569,504	343,160	382,833	428,500	11.9%	-4.6%
6 NCAA/Conference/Tournaments	493,850	532,650	518,290	642,292	516,831	-19.5%	1.1%
7 TV/Radio/Internet Rights	9,692	6,180	3,148	8,559	0	-100.0%	-100.0%
8 Program/Novelty Sales,							
9 Concessionns, Parking	17,534	21,438	17,000	17,000	17,500	2.9%	0.0%
10 Royalty, Advertisement, Sponsorship	551,818	622,694	496,620	498,620	492,120	-1.3%	-2.8%
11 Endowment/Investment Income	23,870	28,660	30,840	23,710	30,650	29.3%	6.4%
12 Other	112,284	95,440	83,900	98,973	129,369	30.7%	3.6%
13 Total Program Revenue	2,617,932	2,890,521	2,605,427	3,255,497	2,992,479	-8.1%	3.4%
14 Non-Program Revenue:							
15 NCAA/Bowl/World Series	50,960	750	2,361	720	0	-100.0%	-100.0%
16 Student Activity Fees	1,839,156	1,805,222	1,980,502	2,191,453	2,091,523	-4.6%	3.3%
17 General Education Funds	2,201,200	2,319,642	2,442,600	2,262,900	2,214,700	-2.1%	0.2%
18 GenEd Funds for Gender Eq.	626,500	646,500	646,500	646,500	721,500	11.6%	3.6%
19 Institutional Funds	365,600	465,603	539,600	374,000	485,100	29.7%	7.3%
20 Subtotal State/Inst. Support	3,193,300	3,431,745	3,628,700	3,283,400	3,421,300	4.2%	1.7%
21 Total Non-Program Revenue	5,083,416	5,237,717	5,611,563	5,475,573	5,512,823	0.7%	2.0%
22 Subtotal Operating Revenue	7,701,348	8,128,238	8,216,990	8,731,070	8,505,302	-2.6%	2.5%
23 Non-Cash Revenue							
24 Third Party Support	0	39,946	42,512	42,013	35,000	-16.7%	
25 Indirect Institutional Support	0	0	0	0	0		
26 Non-Cash Revenue	566,206	585,593	653,306	629,269	600,000	-4.7%	1.5%
27 Non-Resident Tuition Waivers	905,919	977,670	1,122,888	1,251,295	1,158,372	-7.4%	6.3%
28 Subtotal Non-Cash Revenue	1,472,125	1,603,209	1,818,706	1,922,577	1,793,372	-6.7%	5.1%
29 Total Revenue:	9,173,473	9,731,447	10,035,696	10,653,647	10,298,674	-3.3%	2.9%
31 Expenditures							
32 Operating Expenditures:							
33 Athletics Student Aid	1,768,404	1,710,189	1,712,419	1,821,964	2,060,464	13.1%	3.9%
34 Guarantees	78,839	93,500	125,500	230,667	49,500	-78.5%	-11.0%
35 Coaching Salary/Benefits	1,738,418	1,736,433	1,865,526	1,822,432	2,124,689	16.6%	5.1%
36 Admin Staff Salary/Benefits	1,553,199	1,462,110	1,316,801	1,398,814	1,495,919	6.9%	-0.9%
37 Severance Payments	0	0	0	0	0		
38 Recruiting	301,128	254,262	238,792	308,441	218,803	-29.1%	-7.7%
39 Team Travel	895,509	841,437	836,283	830,424	750,411	-9.6%	-4.3%
40 Equipment, Uniforms and Supplies	399,028	216,320	206,111	249,711	253,518	1.5%	-10.7%
41 Game Expenses	265,853	310,724	283,017	268,359	237,840	-11.4%	-2.7%
42 Fund Raising, Marketing, Promotion	215,429	154,186	140,248	122,220	165,248	35.2%	-6.4%
43 Direct Facilities/Maint/Rentals	172,966	149,771	165,704	204,111	143,042	-29.9%	-4.6%
44 Debt Service on Facilities	0	0	0	0	0		
45 Spirit Groups	200,091	54,322	49,947	54,421	42,437	-22.0%	-32.1%
46 Medical Expenses & Insurance	307,129	266,042	307,924	325,110	282,810	-13.0%	-2.0%
47 Memberships & Dues	46,033	44,793	48,242	39,062	48,000	22.9%	1.1%
48 NCAA/Special Event/Bowls	46,595	2,983	1,810	762	0	-100.0%	-100.0%
49 Other Operating Expenses	511,704	466,619	446,338	385,075	603,291	56.7%	4.2%
50 Subtotal Operating Expenditures	8,500,325	7,763,692	7,744,661	8,061,573	8,475,972	5.1%	-0.1%
51 Non-Cash Expenditures							
52 3rd Party Coaches Compensation	0	35,526	37,977	37,484	30,000	-20.0%	
53 3rd Party Admin Staff Compensation	0	4,420	4,535	4,529	5,000	10.4%	
54 Indirect Facilities & Admin Support	0	0	0	0	0		
55 Non-Cash Expense	566,206	585,593	653,306	629,269	600,000	-4.7%	1.5%
56 Non-Resident Tuition Waivers	905,919	977,670	1,122,888	1,251,295	1,158,372	-7.4%	6.3%
57 Subtotal Non-Cash Expenditures	1,472,125	1,603,209	1,818,706	1,922,577	1,793,372	-6.7%	5.1%
58 Total Expenditures:	9,972,450	9,366,901	9,563,367	9,984,150	10,269,344	2.9%	0.7%
59							
60 Net Income/(deficit)	(798,977)	364,546	472,329	669,497	29,330	-95.6%	
61							
62 Ending Fund Balance 6/30	(137,735)	226,811	699,140	1,368,637	1,397,967	2.1%	
63							
64 Sport Camps & Clinics							
65 Revenue	168,462	227,303	192,822	197,065	150,000	-23.9%	-2.9%
66 Coach Compensation from Camp	97,398	49,190	20,074	104,025	90,000	-13.5%	-2.0%
67 Camp Expenses	82,432	193,807	135,595	137,041	60,000	-56.2%	-7.6%
68 Total Expenses	179,830	242,997	155,669	241,066	150,000	-37.8%	-4.4%
69 Net Income from Camps	(11,369)	-15,695	37,153	-44,001	0	-100.0%	-100.0%

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

		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
Revenue by Program:								
1	General Revenue:							
2	Student Fees	1,839,156	1,805,222	1,980,502	2,191,453	2,091,523	-4.6%	3.3%
3	Contributions	518,339	569,504	343,160	382,833	428,500	11.9%	-4.6%
4	State Support	2,201,200	2,319,642	2,442,600	2,262,900	2,214,700	-2.1%	0.2%
5	Institutional Gender Equity	626,500	646,500	646,500	646,500	721,500	11.6%	3.6%
6	Institutional Support	365,600	465,603	539,600	374,000	485,100	29.7%	7.3%
7	NCAA / Conference	493,850	532,650	518,290	642,292	516,831	-19.5%	1.1%
8	TV / Radio / Internet	9,692	6,180	3,148	8,559	0	-100.0%	-100.0%
9	Concessions / program / etc.	17,534	21,438	17,000	17,000	17,000	0.0%	-0.8%
10	Advertising / sponsorship / Royalty	551,818	622,694	496,620	498,620	492,120	-1.3%	-2.8%
11	Endowments	23,870	28,660	30,840	23,710	30,650	29.3%	6.4%
12	NCAA / Bowl / World Series	50,960	750	2,361	720	0	-100.0%	-100.0%
13	Other	102,189	98,842	88,329	98,973	121,313	22.6%	4.4%
14	Total General Revenue	6,800,707	7,117,686	7,108,950	7,147,560	7,119,237	-0.4%	1.2%
15	Revenue By Sport:							
16	Men's Programs:							
17	Football							
18	Ticket Sales	169,071	196,636	135,956	124,521	104,659	-16.0%	-11.3%
19	Game Guarantees	325,000	300,000	405,000	899,902	725,000	-19.4%	22.2%
20	Other (Tourn/Bowl/Conf)	0	0	0	0	0		
21	Basketball							
22	Ticket Sales	120,288	131,526	195,510	100,082	83,500	-16.6%	-8.7%
23	Game Guarantees	225,000	315,000	326,500	360,000	368,000	2.2%	13.1%
24	Other (Tourn/Bowl/Conf)	0	0	0	0	0		
25	Track & Field/Cross Country	4,605	4,136	1,822	2,710	2,000	-26.2%	-18.8%
26	Tennis	0	0	0	0	0		
27	Baseball	0	0	0	0	0		
28	Ticket Sales							
29	Contributions (Fundraising)							
30	Wrestling	0	0	0	0	0		
31	Golf	0	0	0	0	0		
32	Volleyball	0	0	0	0	0		
33	Total Men's Sport Revenue	843,964	947,298	1,064,788	1,487,215	1,283,159	-13.7%	11.0%
34	Women's Programs							
35	Volleyball							
36	Ticket Sales	3,198	3,063	2,688	3,449	3,853	11.7%	4.8%
37	Game Guarantees	0	0	3,600	2,000	4,000	100.0%	
38	Other (Tourn/Bowl/Conf)	0	0	0	0	0		
39	Basketball							
40	Ticket Sales	15,018	23,600	12,836	18,184	19,200	5.6%	6.3%
41	Game Guarantees	11,000	23,000	19,500	65,000	65,000	0.0%	55.9%
42	Other (Tourn/Bowl/Conf)	14,295	750	0	0	0		-100.0%
43	Track & Field/Cross Country	4,605	4,136	1,822	2,710	2,000	-26.2%	-18.8%
44	Tennis	0	0	0	0	0		
45	Gymnastics	0	0	0	0	0		
46	Golf	0	0	0	0	0		
47	Soccer	7,561	3,705	2,806	4,952	8,853	78.8%	4.0%
48	Softball	1,000	5,000	0	0	0		-100.0%
49	Skiing	0	0	0	0	0		
50	Swimming	0	0	0	0	0		
51	Total Women's Sport Rev	56,677	63,254	43,252	96,295	102,906	6.9%	16.1%
50	Total Revenue	7,701,348	8,128,238	8,216,990	8,731,070	8,505,302	-2.6%	2.5%

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

Expenditures by Admin/Sport		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
51	Administrative and General							
52	Athletic Director Office	841,585	839,554	680,826	725,477	737,749	1.7%	-3.2%
53	Fund Raising Office	222,109	188,197	180,814	171,829	192,155	11.8%	-3.6%
54	Academics Support	244,515	202,937	234,387	253,551	226,532	-10.7%	-1.9%
55	Media Relations	199,474	170,117	203,753	187,813	193,181	2.9%	-0.8%
56	Marketing and Promotions	277,479	153,193	172,010	235,799	194,658	-17.4%	-8.5%
57	Ticket Office	0	0	0	0	0		
58	Athletic Training Room	208,738	250,145	265,648	276,778	282,787	2.2%	7.9%
59	Memberships and Dues	46,033	44,793	48,242	39,062	35,000	-10.4%	-6.6%
60	Facilities Mtn & Debt Service	85,000	85,000	85,000	85,000	85,000	0.0%	0.0%
61	Capital Improvements	0	0	0	0	0		
62	NCAA/Special Event/Bowls	46,595	750	0	0	0		-100.0%
63	Other Miscellaneous	790,456	616,395	592,958	502,292	751,383	49.6%	-1.3%
64	Total Admin & General	2,961,984	2,551,081	2,463,638	2,477,601	2,698,445	8.9%	-2.3%
65								
66	Men's Programs:							
67	Football	1,953,471	1,817,596	1,935,488	2,107,695	2,145,946	1.8%	2.4%
68	Basketball	823,675	764,289	863,838	860,818	882,219	2.5%	1.7%
69	Track & Field/Cross Country	310,031	293,231	295,114	288,551	285,191	-1.2%	-2.1%
70	Tennis	95,857	96,929	81,891	97,807	103,819	6.1%	2.0%
71	Baseball	0	0	0	0	0		
72	Wrestling	0	0	0	0	0		
73	Golf	91,870	82,823	15,058	4,817	0	-100.0%	-100.0%
74	Volleyball	0	0	0	0	0		
75	Rodeo	0	0	0	0	0		
76	Total Men's Programs	3,274,904	3,054,868	3,191,389	3,359,688	3,417,175	1.7%	1.1%
77								
78	Women's Programs							
79	Volleyball	356,805	332,383	358,118	362,629	383,626	5.8%	1.8%
80	Basketball	598,824	594,512	566,118	602,524	616,847	2.4%	0.7%
81	Track & Field/Cross Country	385,315	338,039	317,268	344,213	404,906	17.6%	1.2%
82	Tennis	123,439	112,339	99,310	113,820	133,371	17.2%	2.0%
83	Gymnastics	0	0	0	0	0		
84	Golf	112,107	104,199	93,770	110,715	94,973	-14.2%	-4.1%
85	Soccer	357,435	370,437	386,330	394,806	403,526	2.2%	3.1%
86	Softball	329,512	305,834	268,720	295,577	323,103	9.3%	-0.5%
87	Skiing	0	0	0	0	0		
88	Swimming	0	0	0	0	0		
89	Total Women's Programs	2,263,437	2,157,743	2,089,634	2,224,284	2,360,352	6.1%	1.1%
90								
91	Total Expenditures	8,500,325	7,763,692	7,744,661	8,061,573	8,475,972	5.1%	-0.1%

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

Participants by Sport		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
92	Men's Programs:							
93	Football	84	87	80	84	85	1.2%	0.3%
94	Basketball	18	14	16	15	15	0.0%	-4.5%
95	Track & Field/Cross Country	46	37	38	36	32	-11.1%	-8.7%
96	Tennis	9	8	7	6	8	33.3%	-2.9%
97	Baseball							
98	Wrestling							
99	Golf	7	7	0	0	0		-100.0%
100	Volleyball							
101	Rodeo							
102	Total Male Participation	164	153	141	141	140	-0.7%	-3.9%
103	Women's Programs							
104	Volleyball	13	13	13	17	13	-23.5%	0.0%
105	Basketball	15	15	14	15	13	-13.3%	-3.5%
106	Track & Field/Cross Country	39	37	32	28	36	28.6%	-2.0%
107	Tennis	9	7	9	9	11	22.2%	5.1%
108	Gymnastics							
109	Golf	9	8	6	8	7	-12.5%	-6.1%
110	Soccer	23	22	23	24	28	16.7%	5.0%
111	Softball	20	20	17	14	15	7.1%	-6.9%
112	Skiing	-	-					
113	Swimming	-	-					
114	Rodeo							
115	Total Female Participation	128	122	114	115	123	7.0%	-1.0%
116	Total Participants	292	275	255	256	263	2.7%	-2.6%

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

Full Ride Scholarships (Hdct)		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
117	Men's Programs:							
118	Football	50.0	50.0	48.0	51.0	45.0	-11.8%	-2.6%
119	Basketball	12.0	11.0	13.0	11.0	13.0	18.2%	2.0%
120	Track & Field/Cross Country	1.0	2.0	3.0	3.0	2.0	-33.3%	18.9%
121	Tennis	0.0	0.0	0.0	0.0	0.0		
122	Baseball							
123	Wrestling							
124	Golf	0.0	0.0	0.0	0.0	0.0		
125	Volleyball							
126	Subtotal	63.0	63.0	64.0	65.0	60.0	-7.7%	-1.2%
127	Women's Programs							
128	Volleyball	9.0	9.0	10.0	11.0	12.0	9.1%	7.5%
129	Basketball	13.0	14.0	10.0	11.0	9.0	-18.2%	-8.8%
130	Track & Field/Cross Country	0.0	3.0	5.0	5.0	5.0	0.0%	
131	Tennis	4.0	4.0	1.0	1.0	4.0	300.0%	0.0%
132	Gymnastics							
133	Golf	0.0	0.0	0.0	0.0	0.0		
134	Soccer	3.0	3.0	4.0	4.0	2.0	-50.0%	-9.6%
135	Skiing	0.0	0.0	1.0	0.0	0.0		
136	Softball	0.0	0.0	0.0	0.0	0.0		
137	Swimming	0.0	0.0	0.0	0.0	0.0		
138	Subtotal	29.0	33.0	31.0	32.0	32.0	0.0%	2.5%
139	Total Scholarships	92.0	96.0	95.0	97.0	92.0	-5.2%	0.0%
140	Partial Scholarships by Sport (FTE)							
141	Men's Programs:							
142	Football	8.18	11.67	11.51	11.09	8.95	-19.4%	2.3%
143	Basketball	0.50	0.50	0.00	0.49	0.00	-100.0%	-100.0%
144	Track & Field/Cross Country	10.54	10.38	9.56	8.00	8.54	6.7%	-5.1%
145	Tennis	3.94	4.20	2.81	4.02	4.03	0.3%	0.6%
146	Baseball							
147	Wrestling							
148	Golf	2.50	2.62	0.00	0.00	0.00		-100.0%
149	Volleyball							
150	Rodeo							
151	Subtotal	25.66	29.37	23.88	23.60	21.52	-8.8%	-4.3%
152	Women's Programs							
153	Volleyball	1.44	1.47	0.95	0.00	0.00		-100.0%
154	Basketball	0.00	0.49	1.01	0.50	1.63	226.0%	
155	Track & Field/Cross Country	17.39	12.60	8.89	9.78	12.97	32.6%	-7.1%
156	Tennis	2.15	1.15	3.86	3.69	1.87	-49.3%	-3.4%
157	Gymnastics							
158	Golf	4.52	3.33	2.87	4.28	3.31	-22.7%	-7.5%
159	Soccer	8.42	9.16	7.33	8.75	9.16	4.7%	2.1%
160	Softball	7.44	7.54	7.90	7.70	8.31	7.9%	2.8%
161	Skiing							
162	Swimming							
163	Rodeo							
164	Subtotal	41.36	35.74	32.81	34.70	37.25	7.3%	-2.6%
165	Total Scholarships	67.02	65.11	56.69	58.30	58.77	0.8%	-3.2%

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

Revenues/Expend/Fund Balance	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
1 Revenue (Detail):							
2 Program Revenue:							
3 Ticket Sales	645,308	480,817	969,361	700,856	1,025,375	46.3%	12.3%
4 Game Guarantees	1,285,000	1,165,000	1,005,000	804,000	1,054,000	31.1%	-4.8%
5 Contributions	2,221,176	2,631,059	2,368,227	2,354,627	2,241,782	-4.8%	0.2%
6 NCAA/Conference/Tournaments	1,505,558	1,446,488	1,381,112	1,578,852	1,593,285	0.9%	1.4%
7 TV/Radio/Internet Rights	150,000	150,000	50,000	50,000	50,000	0.0%	-24.0%
8 Program/Novelty Sales,							
9 Concessionns, Parking	67,428	40,579	36,903	48,925	29,685	-39.3%	-18.5%
10 Royalty, Advertisement, Sponsorship	361,817	273,569	114,678	396,999	583,721	47.0%	12.7%
11 Endowment/Investment Income	220,184	245,278	285,056	265,469	233,300	-12.1%	1.5%
12 Other	223,157	129,704	73,749	77,003	345,961	349.3%	11.6%
13 Total Program Revenue	6,679,628	6,562,493	6,284,086	6,276,731	7,157,109	14.0%	1.7%
14 Non-Program Revenue:							
15 NCAA/Bowl/World Series				400,000	0	-100.0%	
16 Student Activity Fees	1,986,666	2,048,266	2,154,873	2,218,219	2,381,689	7.4%	4.6%
17 General Education Funds	2,201,200	2,263,906	2,150,549	2,246,527	2,214,700	-1.4%	0.2%
18 GenEd Funds for Gender Eq.	534,860	561,560	846,560	846,560	1,632,885	92.9%	32.2%
19 Institutional Funds	688,800	726,500	743,900	717,400	617,506	-13.9%	-2.7%
20 Subtotal State/Inst. Support	3,424,860	3,551,966	3,741,009	3,810,487	4,465,091	17.2%	6.9%
21 Total Non-Program Revenue	5,411,526	5,600,232	5,895,882	6,428,706	6,846,780	6.5%	6.1%
22 Subtotal Operating Revenue:	12,091,154	12,162,726	12,179,968	12,705,437	14,003,889	10.2%	3.7%
23 Non-Cash Revenue							
24 Third Party Support	215,500	260,750	262,900	270,100	381,000	41.1%	15.3%
25 Indirect Institutional Support	287,978	280,304	233,521	305,244	347,686	13.9%	4.8%
26 Non-Cash Revenue	409,878	474,493	539,460	421,655	500,000	18.6%	5.1%
27 Non-Resident Tuition Waivers	1,711,300	1,743,952	1,716,831	1,843,208	1,850,000	0.4%	2.0%
28 Subtotal Non-Cash Revenue	2,624,656	2,759,499	2,752,712	2,840,207	3,078,686	8.4%	4.1%
29 Total Revenue:	14,715,810	14,922,225	14,932,680	15,545,644	17,082,575	9.9%	3.8%
30							
31 Expenditures:							
32 Operating Expenditures:							
33 Athletics Student Aid	2,394,766	2,480,796	2,535,486	2,850,642	2,835,494	-0.5%	4.3%
34 Guarantees	160,374	288,486	298,916	138,132	264,800	91.7%	13.4%
35 Coaching Salary/Benefits	2,228,029	2,391,727	2,526,388	2,539,352	2,879,588	13.4%	6.6%
36 Admin Staff Salary/Benefits	1,769,848	1,898,039	1,952,361	1,904,159	1,874,053	-1.6%	1.4%
37 Severence Payments	109,140	94,118	148,901	1,934	0	-100.0%	-100.0%
38 Recruiting	477,736	491,207	408,036	469,594	396,365	-15.6%	-4.6%
39 Team Travel	1,581,545	1,470,544	1,798,219	1,518,534	1,738,649	14.5%	2.4%
40 Equipment, Uniforms and Supplies	423,464	371,074	394,646	373,182	493,395	32.2%	3.9%
41 Game Expenses	360,875	390,412	535,908	559,545	622,206	11.2%	14.6%
42 Fund Raising, Marketing, Promotion	224,791	223,699	168,362	207,435	194,700	-6.1%	-3.5%
43 Direct Facilities/Maint/Rentals	25,467	27,089	52,576	69,497	22,000	-68.3%	-3.6%
44 Debt Service on Facilities	0	0	0	0	0		
45 Spirit Groups	0	0	0	0	0		
46 Medical Expenses & Insurance	299,240	336,028	240,419	332,460	394,476	18.7%	7.2%
47 Memberships & Dues	415,452	415,144	412,144	414,380	409,100	-1.3%	-0.4%
48 NCAA/Special Event/Bowls	0	0	0	381,917	0	-100.0%	
49 Other Operating Expenses	1,296,699	1,684,310	1,148,759	910,891	1,876,810	106.0%	9.7%
50 Subtotal Operating Expenditures	11,767,426	12,562,673	12,621,121	12,671,654	14,001,636	10.5%	4.4%
51 Non-Cash Expenditures							
52 3rd Party Coaches Compensation	208,000	243,250	245,400	252,600	363,500	43.9%	15.0%
53 3rd Party Admin Staff Compensation	7,500	17,500	17,500	17,500	17,500	0.0%	23.6%
54 Indirect Facilities & Admin Support	287,978	280,304	233,521	305,244	347,686	13.9%	4.8%
55 Non-Cash Expense	409,878	474,493	539,460	421,655	500,000	18.6%	5.1%
56 Non-Resident Tuition Waivers	1,711,300	1,743,952	1,716,831	1,843,208	1,850,000	0.4%	2.0%
57 Subtotal Non-Cash Expenditures	2,624,656	2,759,499	2,752,712	2,840,207	3,078,686	8.4%	4.1%
58 Total Expenditures:	14,392,082	15,322,172	15,373,833	15,511,861	17,080,322	10.1%	4.4%
59							
60 Net Income/(deficit)	323,728	(399,947)	(441,153)	33,783	2,253	-93.3%	-71.1%
61							
62 Ending Fund Balance 6/30	685,575	285,628	(155,945)	(122,162)	(119,909)	-1.8%	
63							
64 Sport Camps & Clinics							
65 Revenue	266,395	285,983	194,220	137,542	250,000	81.8%	-1.6%
66 Coach Compensation from Camp	55,885	69,711	73,901	38,812	63,000	62.3%	3.0%
67 Camp Expenses	250,586	218,561	170,550	107,856	187,000	73.4%	-7.1%
68 Total Expenses	306,471	288,272	244,451	146,668	250,000	70.5%	-5.0%
69 Net Income from Camps	(40,076)	(2,289)	(50,231)	(9,126)	0	-100.0%	-100.0%

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

Revenue by Program:						1 YR	Ave Ann
	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	% Chg	% Chg
1 General Revenue:							
2 Student Fees	1,986,666	2,048,266	2,154,873	2,218,219	2,381,689	7.4%	4.6%
3 Contributions	2,221,176	2,631,059	2,368,227	2,354,627	2,241,782	-4.8%	0.2%
4 State Support	2,201,200	2,263,906	2,150,549	2,246,527	2,214,700	-1.4%	0.2%
5 Institutional Gender Equity	534,860	561,560	846,560	846,560	1,632,885	92.9%	32.2%
6 Institutional Support	688,800	726,500	743,900	717,400	617,506	-13.9%	-2.7%
7 NCAA/Conference	1,505,558	1,446,488	1,381,112	1,578,852	1,593,285	0.9%	1.4%
8 TV/Radio/Internet	150,000	150,000	50,000	50,000	50,000	0.0%	-24.0%
9 Concessions/program/etc.	67,428	40,579	36,903	48,925	29,685	-39.3%	-18.5%
10 Advertising/sponsorship/Royalty	361,817	273,569	114,678	396,999	583,721	47.0%	12.7%
11 Endowments	220,178	245,278	285,056	265,469	233,300	-12.1%	1.5%
12 Special Events	0	0		0			
13 Other	223,163	129,704	73,749	77,003	345,961	349.3%	11.6%
14 Total General Revenue	10,160,846	10,516,909	10,205,607	10,800,581	11,924,514	10.4%	4.1%
15 Revenue By Sport:							
16 Men's Programs:							
17 Football							
18 Ticket Sales	545,623	425,052	858,490	610,058	955,375	56.6%	15.0%
19 Game Guarantees	1,185,000	1,060,000	850,000	725,000	950,000	31.0%	-5.4%
20 Other (Tourn/Bowl/Conf)	0	0	0	400,000	0	-100.0%	
21 Basketball							
22 Ticket Sales	60,023	31,804	75,771	72,357	55,000	-24.0%	-2.2%
23 Game Guarantees	89,000	100,000	140,000	65,000	90,000	38.5%	0.3%
24 Other (Tourn/Bowl/Conf)	0	0	0	0	0		
25 Track & Field/Cross Country	421	0	3,873	3,104	0	-100.0%	-100.0%
26 Tennis	0	0					
27 Baseball							
28 Ticket Sales							
29 Contributions (Fundraising)							
30 Wrestling							
31 Golf	0	0		0	0		
32 Volleyball							
33 Total Men's Sport Revenue	1,880,067	1,616,856	1,928,134	1,875,519	2,050,375	9.3%	2.2%
34 Women's Programs							
35 Volleyball							
36 Ticket Sales	20,193	12,315	14,392	3,869	8,000	106.8%	-20.7%
37 Game Guarantees	0	0	0	0	4,000		
38 Other (Tourn/Bowl/Conf)	0	0	0	0	0		
39 Basketball							
40 Ticket Sales	18,627	11,645	13,460	8,310	7,000	-15.8%	-21.7%
41 Game Guarantees	11,000	5,000	15,000	14,000	10,000	-28.6%	-2.4%
42 Other (Tourn/Bowl/Conf)	0	0	0	0	0		
43 Track & Field/Cross Country	421	0	3,375	3,158	0	-100.0%	-100.0%
44 Tennis	0	0	0	0	0		
45 Gymnastics							
46 Golf	0	0	0	0	0		
47 Soccer	0	0	0	0	0		
48 Softball							
49 Skiing							
50 Swimming	0	0	0	0	0		
51 Total Women's Sport Rev	50,241	28,961	46,227	29,337	29,000	-1.1%	-12.8%
52 Total Revenue	12,091,154	12,162,726	12,179,968	12,705,437	14,003,889	10.2%	3.7%

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

Expenditures by Admin/Sport		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
53 Administrative and General								
54	Athletic Director Office	801,364	710,283	813,976	990,936	1,063,086	7.3%	7.3%
55	Fund Raising Office	398,229	376,990	269,717	309,804	319,360	3.1%	-5.4%
56	Academics Support	220,728	265,112	256,306	189,314	141,340	-25.3%	-10.5%
57	Media Relations	202,651	218,419	224,066	195,018	191,918	-1.6%	-1.4%
58	Marketing and Promotions	150,095	148,638	113,371	160,798	133,042	-17.3%	-3.0%
59	Ticket Office	39,151	30,369	61,302	75,780	231,877	206.0%	56.0%
60	Athletic Training Room	561,424	625,537	523,376	568,597	273,150	-52.0%	-16.5%
61	Memberships and Dues	415,452	415,144	412,144	406,768	409,100	0.6%	-0.4%
62	Facilities Mtn & Debt Service	0	0	40,265	63,922	0	-100.0%	
63	Capital Improvements	289,794	537,515	57,276	13,203	7,000	-47.0%	-60.6%
64	NCAA/Special Event/Bowls	0	0	0	381,917	0	-100.0%	
65	Other Miscellaneous	798,340	734,177	658,233	627,543	1,133,847	80.7%	9.2%
66 Total Admin & General		3,877,228	4,062,184	3,430,032	3,983,600	3,903,720	-2.0%	0.2%
67								
68 Men's Programs:								
69	Football	3,618,892	3,626,395	4,158,655	3,555,514	4,637,368	30.4%	6.4%
70	Basketball	978,109	1,107,745	1,229,641	1,184,482	1,319,740	11.4%	7.8%
71	Track & Field/Cross Country	360,532	384,230	395,861	415,926	386,319	-7.1%	1.7%
72	Tennis	99,653	110,977	134,539	166,566	173,636	4.2%	14.9%
73	Baseball	0	0	0	0	0		
74	Wrestling	0	0	0	0	0		
75	Golf	143,782	179,376	169,331	179,069	192,369	7.4%	7.5%
76	Volleyball	0	0	0	0	0		
77	Rodeo	0	0	0	0	0		
78 Total Men's Programs		5,200,968	5,408,723	6,088,027	5,501,557	6,709,432	22.0%	6.6%
79								
80 Women's Programs								
81	Volleyball	524,178	565,890	582,484	574,067	641,129	11.7%	5.2%
82	Basketball	721,839	803,362	871,047	819,638	918,418	12.1%	6.2%
83	Track & Field/Cross Country	423,565	529,622	469,861	492,382	456,608	-7.3%	1.9%
84	Tennis	142,365	138,986	211,775	170,545	217,125	27.3%	11.1%
85	Gymnastics	0	0	0	0	0		
86	Golf	172,610	207,810	197,558	209,922	214,131	2.0%	5.5%
87	Soccer	355,950	403,600	433,102	411,111	498,255	21.2%	8.8%
88	Softball	0	0	0	0	0		
89	Skiing	0	0	0	0	0		
90	Swimming	348,723	442,496	337,235	508,832	442,818	-13.0%	6.2%
91 Total Women's Programs		2,689,230	3,091,766	3,103,062	3,186,497	3,388,484	6.3%	5.9%
92								
93 Total Expenditures		11,767,426	12,562,673	12,621,121	12,671,654	14,001,636	10.5%	4.4%

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

Participants by Sport		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
94	Men's Programs:							
95	Football	125	107	108	102	105	2.9%	-4.3%
96	Basketball	16	16	17	15	15	0.0%	-1.6%
97	Track & Field/Cross Country	41	43	45	38	42	10.5%	0.6%
98	Tennis	12	10	7	11	9	-18.2%	-6.9%
99	Baseball							
100	Wrestling							
101	Golf	9	10	8	8	8	0.0%	-2.9%
102	Volleyball							
103	Rodeo							
104	Total Male Participation	203	186	185	174	179	2.9%	-3.1%
105	Women's Programs							
106	Volleyball	16	12	15	17	15	-11.8%	-1.6%
107	Basketball	16	14	14	13	15	15.4%	-1.6%
108	Track & Field/Cross Country	33	34	44	40	38	-5.0%	3.6%
109	Tennis	8	11	12	10	12	20.0%	10.7%
110	Gymnastics							
111	Golf	7	6	7	8	7	-12.5%	0.0%
112	Soccer	26	24	25	22	24	9.1%	-2.0%
113	Softball							
114	Skiing							
115	Swimming	25	25	24	25	28	12.0%	2.9%
116	Rodeo							
117	Total Female Participation	131	126	141	135	139	3.0%	1.5%
118	Total Participants	334	312	326	309	318	2.9%	-1.2%

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

		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
Full Ride Scholarships (Hdct)								
119 Men's Programs:								
120 Football		68.5	69.5	65.0	67.0	74.0	10.4%	1.9%
121 Basketball		12.0	10.0	12.0	11.0	11.0	0.0%	-2.2%
122 Track & Field/Cross Country		6.0	4.0	5.0	6.0	5.0	-16.7%	-4.5%
123 Tennis				1.0	0.0	0.0		
124 Baseball								
125 Wrestling								
126 Golf				2.0	1.0	1.0	0.0%	
127 Volleyball								
128 Subtotal		86.5	83.5	85.0	85.0	91.0	7.1%	1.3%
129 Women's Programs								
130 Volleyball		11.0	11.0	12.0	9.0	12.0	33.3%	2.2%
131 Basketball		14.0	14.0	11.0	14.0	13.0	-7.1%	-1.8%
132 Track & Field/Cross Country		7.0	9.0	7.0	7.0	9.0	28.6%	6.5%
133 Tennis		7.5	6.0	7.0	8.0	8.0	0.0%	1.6%
134 Gymnastics								
135 Golf		4.0	4.0	6.0	5.0	4.0	-20.0%	0.0%
136 Soccer		1.0	2.0	3.0	3.0	2.0	-33.3%	18.9%
137 Skiing								
138 Softball								
139 Swimming		7.0	7.0	6.0	7.0	7.0	0.0%	0.0%
140 Subtotal		51.5	53.0	52.0	53.0	55.0	3.8%	1.7%
141 Total Scholarships		138.0	136.5	137.0	138.0	146.0	5.8%	1.4%
142 Partial Scholarships by Sport (FTE)								
143 Men's Programs:								
144 Football		7.10	0.60	6.14	5.89	1.85	-68.6%	-28.6%
145 Basketball		0.00	1.99	0.00	1.61	0.74	-54.0%	
146 Track & Field/Cross Country		6.47	8.21	6.67	6.40	5.81	-9.2%	-2.7%
147 Tennis		4.13	4.20	3.47	4.49	4.50	0.2%	2.2%
148 Baseball								
149 Wrestling								
150 Golf		4.32	4.10	2.33	3.12	3.50	12.2%	-5.1%
151 Volleyball								
152 Rodeo								
153 Subtotal		22.02	19.10	18.61	21.51	16.40	-23.8%	-7.1%
154 Women's Programs								
155 Volleyball		0.00	0.00	0.00	1.40	0.00	-100.0%	
156 Basketball		0.00	0.00	1.08	0.46	0.51	10.9%	
157 Track & Field/Cross Country		9.86	7.71	9.63	9.27	7.61	-17.9%	-6.3%
158 Tennis		0.00	0.00	0.50	0.00	0.00		
159 Gymnastics								
160 Golf		1.82	1.66	0.00	0.69	1.96	184.1%	1.9%
161 Soccer		9.26	11.36	8.82	9.48	10.61	11.9%	3.5%
162 Softball								
163 Skiing								
164 Swimming		6.80	5.94	5.03	6.35	6.07	-4.4%	-2.8%
165 Rodeo								
166 Subtotal		27.74	26.67	25.06	27.65	26.76	-3.2%	-0.9%
167 Total Scholarships		49.76	45.77	43.67	49.16	43.16	-12.2%	-3.5%

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

Revenues/Expend/Fund Balance	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
1 Revenue (Detail):							
2 Program Revenue:							
3 Ticket Sales	31,939	40,859	34,339	37,188	35,000	-5.9%	2.3%
4 Game Guarantees							
5 Contributions	512,503	514,218	517,505	515,511	481,680	-6.6%	-1.5%
6 NCAA/Conference/Tournaments							
7 TV/Radio/Internet Rights	5,500	6,300	5,900	8,800	5,000	-43.2%	-2.4%
8 Program/Novelty Sales,							
9 Concessionns, Parking							
10 Royalty, Advertisement, Sponsorship							
11 Endowment/Investment Income							
12 Other							
13 Total Program Revenue	549,942	561,377	557,744	561,499	521,680	-7.1%	-1.3%
14 Non-Program Revenue:							
15 NCAA/Bowl/World Series	545,690	605,197	504,117	463,657	525,000	13.2%	-1.0%
16 Student Activity Fees	292,765	294,890	292,440	319,920	330,000	3.2%	3.0%
17 General Education Funds	807,341	831,880	844,675	817,036	806,820	-1.3%	0.0%
18 GenEd Funds for Gender Eq.	* See Note	* See Note	* See Note	* See Note	* See Note		
19 Institutional Funds	82,235	126,500	126,500	126,500	126,500	0.0%	11.4%
20 Subtotal State/Inst. Support	889,576	958,380	971,175	943,536	933,320	-1.1%	1.2%
21 Total Non-Program Revenue	1,728,031	1,858,467	1,767,732	1,727,113	1,788,320	3.5%	0.9%
22 Subtotal Operating Revenue:	2,277,973	2,419,844	2,325,476	2,288,612	2,310,000	0.9%	0.3%
23 Non-Cash Revenue							
24 Third Party Support	25,000	29,400	29,500	36,989	40,000	8.1%	12.5%
25 Indirect Institutional Support	121,784	151,604	162,004	184,703	162,500	-12.0%	7.5%
26 Non-Cash Revenue							
27 Non-Resident Tuition Waivers	542,868	688,692	979,004	1,001,002	1,077,900	7.7%	18.7%
28 Subtotal Non-Cash Revenue	689,652	869,696	1,170,508	1,222,694	1,280,400	4.7%	16.7%
29 Total Revenue:	2,967,625	3,289,540	3,495,984	3,511,306	3,590,400	2.3%	4.9%
* Institutional gender equity for FY2007 thru FY2010 is reflected in line 27 Non-Resident Tuition Waivers as a result of the increased Athletic Fee Waivers approved by Board action on August 10, 2006							
31 Expenditures:							
32 Operating Expenditures:							
33 Athletics Student Aid	361,116	406,892	450,610	455,825	403,500	-11.5%	2.8%
34 Guarantees	35,546	18,131	31,247	56,567	44,500	-21.3%	5.8%
35 Coaching Salary/Benefits	415,198	461,205	470,251	495,978	510,168	2.9%	5.3%
36 Admin Staff Salary/Benefits	287,002	275,516	257,402	212,584	200,102	-5.9%	-8.6%
37 Severence Payments							
38 Recruiting	17,763	38,229	25,905	33,810	20,900	-38.2%	4.1%
39 Team Travel	190,198	251,739	231,311	232,572	252,000	8.4%	7.3%
40 Equipment, Uniforms and Supplies	140,751	159,211	133,200	139,711	121,600	-13.0%	-3.6%
41 Game Expenses	79,653	72,188	75,964	83,699	72,850	-13.0%	-2.2%
42 Fund Raising, Marketing, Promotion					1,450		
43 Direct Facilities/Maint/Rentals					1,750		
44 Debt Service on Facilities							
45 Spirit Groups							
46 Medical Expenses & Insurance	27,068	20,000	20,000	16,800	17,000	1.2%	-11.0%
47 Memberships & Dues							
48 NCAA/Bowls/World Series	531,856	605,644	497,730	495,660	525,000	5.9%	-0.3%
49 Other Operating Expenses	103,281	105,450	102,401	94,268	134,180	42.3%	6.8%
50 Subtotal Operating Expenditures	2,189,432	2,414,205	2,296,021	2,317,474	2,305,000	-0.5%	1.3%
51 Non-Cash Expenditures							
52 3rd Party Coaches Compensation							
53 3rd Party Admin Staff Compensation							
54 Indirect Facilities & Admin Support	121,784	151,604	162,004	184,703	162,500	-12.0%	7.5%
55 Non-Cash Expense	25,000	29,400	29,500	36,989	40,000	8.1%	12.5%
56 Non-Resident Tuition Waivers	542,868	688,692	979,004	1,001,002	1,077,900	7.7%	18.7%
57 Subtotal Non-Cash Expenditures	689,652	869,696	1,170,508	1,222,694	1,280,400	4.7%	16.7%
58 Total Expenditures:	2,879,084	3,283,901	3,466,529	3,540,168	3,585,400	1.3%	5.6%
60 Net Income/(deficit)	88,541	5,639	29,455	(28,862)	5,000	-117.3%	-51.3%
62 Ending Fund Balance 6/30	108,536	114,175	143,630	114,768	119,768	4.4%	2.5%
64 Sport Camps & Clinics							
65 Camp Revenue	65,841	69,609	83,582	55,901	85,000	52.1%	6.6%
66 Coach Compensation from Camp	12,750	19,500	17,450	18,675	25,000	33.9%	18.3%
67 Camp Expenditures	43,557	39,814	45,027	33,252	40,000	20.3%	-2.1%
68 Total Expenses	56,307	59,314	62,477	51,927	65,000	25.2%	3.7%
69 Net Income from Camps	9,534	10,295	21,105	3,974	20,000	403.3%	20.3%

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

							1 YR	Ave Ann
Revenue by Program:		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	% Chg	% Chg
1	General Revenue:							
2	Student Fees	292,765	294,890	292,440	319,920	330,000	3.2%	3.0%
3	Contributions	180,711	138,686	181,674	79,845	220,000	175.5%	5.0%
4	State Support	807,341	831,880	844,675	817,036	806,820	-1.3%	0.0%
5	Institutional Gender Equity	* See Note	* See Note	* See Note	* See Note	* See Note		
6	Institutional Support	82,235	126,500	126,500	126,500	126,500	0.0%	11.4%
7	NCAA/Conference /World Series	545,690	605,197	504,117	463,657	525,000	13.2%	-1.0%
8	TV/Radio/Internet	5,500	6,300	5,900	8,800	5,000	-43.2%	-2.4%
9	Concessions/program/etc.							
10	Advertising/sponsorship/Royalty							
11	Endowments							
12	Special Events							
13	Other							
14	Total General Revenue	1,914,242	2,003,453	1,955,306	1,815,758	2,013,320	10.9%	1.3%
15	Revenue By Sport:							
16	Men's Programs:							
17	Football							
18	Ticket Sales							
19	Game Guarantees							
20	Other (Tourn/Bowl/Conf)							
21	Basketball	38,388	30,261	29,394	60,508	40,000	-33.9%	1.0%
22	Ticket Sales	7,027	8,989	7,555	8,181	7,700	-5.9%	2.3%
23	Game Guarantees							
24	Other (Tourn/Bowl/Conf)							
25	Track & Field/Cross Country	17,358	17,333	18,729	28,118	16,000	-43.1%	-2.0%
26	Tennis	11,738	17,180	24,183	28,315	9,000	-68.2%	-6.4%
27	Baseball	15,969	20,430	17,169	18,594	17,500	-5.9%	2.3%
28	Ticket Sales	65,018	76,494	51,037	69,558	67,000	-3.7%	0.8%
29	Contributions (Fundraising)							
30	Wrestling							
31	Golf	24,284	15,018	16,038	12,594	10,000	-20.6%	-19.9%
32	Volleyball							
33	Total Men's Sport Revenue	179,782	185,705	164,105	225,868	167,200	-26.0%	-1.8%
34	Women's Programs							
35	Volleyball	26,870	39,033	40,769	35,556	40,180	13.0%	10.6%
36	Ticket Sales	1,916	2,451	2,060	2,231	2,100	-5.9%	2.3%
37	Game Guarantees							
38	Other (Tourn/Bowl/Conf)							
39	Basketball	81,369	87,947	57,416	77,301	32,000	-58.6%	-20.8%
40	Ticket Sales	7,027	8,989	7,555	8,181	7,700	-5.9%	2.3%
41	Game Guarantees							
42	Other (Tourn/Bowl/Conf)							
43	Track & Field/Cross Country	29,582	42,004	47,284	58,318	28,500	-51.1%	-0.9%
44	Tennis	14,394	26,330	35,264	37,473	9,000	-76.0%	-11.1%
45	Gymnastics							
46	Golf	22,791	23,932	15,717	27,926	10,000	-64.2%	-18.6%
47	Soccer							
48	Softball							
49	Skiing							
50	Swimming							
51	Total Women's Sport Rev	183,949	230,686	206,065	246,986	129,480	-47.6%	-8.4%
52	Total Revenue	2,277,973	2,419,844	2,325,476	2,288,612	2,310,000	0.9%	0.3%

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

Expenditures by Admin/Sport						1 YR	Ave Ann
	FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	% Chg	% Chg
53 Administrative and General							
54 Athletic Director Office	402,784	395,358	350,040	318,686	330,000	3.6%	-4.9%
55 Fund Raising Office	5,217	2,114	6,381	595		-100.0%	-100.0%
56 Academic Support							
57 Media Relations							
58 Marketing and Promotions							
59 Ticket Office							
60 Athletic Training Room	47,879	53,614	52,083	46,440	47,500	2.3%	-0.2%
61 Memberships and Dues							
62 Facilities Mtn & Debt Service							
63 Capital Improvements							
64 NCAA/Special Event/Bowls							
65 Other Miscellaneous/World Series	531,856	605,644	497,730	495,660	525,000	5.9%	-0.3%
66 Total Admin & General	987,736	1,056,730	906,234	861,381	902,500	4.8%	-2.2%
67							
68 Men's Programs:							
69 Football							
70 Basketball	208,343	198,221	213,147	227,163	221,000	-2.7%	1.5%
71 Track & Field/Cross Country	45,835	56,957	45,480	59,148	47,500	-19.7%	0.9%
72 Tennis	31,756	22,094	32,749	40,353	41,400	2.6%	6.9%
73 Baseball	379,920	442,355	441,992	459,335	445,100	-3.1%	4.0%
74 Wrestling							
75 Golf	40,895	48,426	47,926	47,042	43,800	-6.9%	1.7%
76 Volleyball							
77 Rodeo							
78 Total Men's Programs	706,749	768,053	781,294	833,041	798,800	-4.1%	3.1%
79							
80 Women's Programs							
81 Volleyball	158,753	186,354	199,757	209,998	201,000	-4.3%	6.1%
82 Basketball	212,007	249,124	229,567	234,090	216,000	-7.7%	0.5%
83 Track & Field/Cross Country	45,066	69,331	82,642	92,151	84,400	-8.4%	17.0%
84 Tennis	29,351	30,958	38,828	49,462	43,100	-12.9%	10.1%
85 Gymnastics							
86 Golf	49,770	53,655	57,699	37,351	59,200	58.5%	4.4%
87 Soccer							
88 Softball							
89 Skiing							
90 Swimming							
91 Total Women's Programs	494,947	589,422	608,493	623,052	603,700	-3.1%	5.1%
92							
93 Total Expenditures	2,189,432	2,414,205	2,296,021	2,317,474	2,305,000	-0.5%	1.3%

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

Participants by Sport		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
94	Men's Programs:							
95	Football							
96	Basketball	12	10	13	10	13	30.0%	2.0%
97	Track & Field/Cross Country	6	16	17	18	15	-16.7%	25.7%
98	Tennis	9	8	13	15	13	-13.3%	9.6%
99	Baseball	44	37	42	37	42	13.5%	-1.2%
100	Wrestling							
101	Golf	5	8	8	7	10	42.9%	18.9%
102	Volleyball							
103	Rodeo							
104	Total Male Participation	76	79	93	87	93	6.9%	5.2%
105	Women's Programs							
106	Volleyball	12	13	17	16	21	31.3%	15.0%
107	Basketball	11	11	11	11	12	9.1%	2.2%
108	Track & Field/Cross Country	9	15	23	23	18	-21.7%	18.9%
109	Tennis	11	9	13	14	16	14.3%	9.8%
110	Gymnastics							
111	Golf	10	9	10	10	8	-20.0%	-5.4%
112	Soccer							
113	Softball							
114	Skiing							
115	Swimming							
116	Rodeo							
117	Total Female Participation	53	57	74	74	75	1.4%	9.1%
118	Total Participants	129	136	167	161	168	4.3%	6.8%

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

Full Ride Scholarships (Hdct)		FY07 Act	FY08 Act	FY09 Act	FY10 Act	FY11 Est	1 YR % Chg	Ave Ann % Chg
119	Men's Programs:							
120	Football	LCSC does not provide full-ride scholarships						
121	Basketball							
122	Track & Field/Cross Country							
123	Tennis							
124	Baseball							
125	Wrestling							
126	Golf							
127	Volleyball							
128	Subtotal	0.0	0.0	0.0	0.0	0.0		
129	Women's Programs							
130	Volleyball	LCSC does not provide full-ride scholarships						
131	Basketball							
132	Track & Field/Cross Country							
133	Tennis							
134	Gymnastics							
135	Golf							
136	Soccer							
137	Skiing							
138	Softball							
139	Swimming							
140	Subtotal	0.0	0.0	0.0	0.0	0.0		
141	Total Scholarships	0.0	0.0	0.0	0.0	0.0		
142	Partial Scholarships by Sport (FTE)							
143	Men's Programs:							
144	Football							
145	Basketball	6.64	6.39	7.98	5.64	6.43	14.0%	-0.8%
146	Track & Field/Cross Country	1.07	4.87	2.84	2.74	2.71	-1.1%	26.2%
147	Tennis	2.19	1.98	2.22	1.87	2.52	34.8%	3.6%
148	Baseball	11.31	11.54	10.95	9.83	10.70	8.9%	-1.4%
149	Wrestling							
150	Golf	1.57	2.53	1.69	1.55	1.78	14.8%	3.2%
151	Volleyball							
152	Rodeo							
153	Subtotal	22.78	27.31	25.68	21.63	24.14	11.6%	1.5%
154	Women's Programs							
155	Volleyball	4.45	6.06	5.43	2.96	4.63	56.4%	1.0%
156	Basketball	6.99	6.70	4.41	4.77	5.51	15.5%	-5.8%
157	Track & Field/Cross Country	2.52	3.12	2.64	2.98	2.72	-8.7%	1.9%
158	Tennis	2.19	1.67	2.18	1.36	2.12	55.9%	-0.8%
159	Gymnastics							
160	Golf	1.49	1.43	1.84	1.00	1.70	70.0%	3.4%
161	Soccer							
162	Softball							
163	Skiing							
164	Swimming							
165	Rodeo							
166	Subtotal	17.64	18.98	16.50	13.07	16.68	27.6%	-1.4%
167	Total Scholarships	40.42	46.29	42.18	34.70	40.82	17.6%	0.2%

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

SUBJECT

Intercollegiate Athletics Department, Employee Compensation Report

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections II.H. and III.T.4.

BACKGROUND/ DISCUSSION

In FY 1997, the Board adopted a form to report on the compensation of the employees of the Intercollegiate Athletic Departments and required the institutions to submit the report to the Board annually. The report details the contracted salary received by administrators and coaches, bonuses, additional compensation, and perquisites, if applicable. The reports, by institution, include FY 2010 actual compensation and FY 2011 estimated compensation.

IMPACT

Reports athletic employee compensation for FY10 (actual) and FY11 (estimated).

ATTACHMENTS

Attachment 1 - Boise State University	FY10 Actual	Pages 3-5
	FY11 Estimate	Pages 7-9
Attachment 2 - Idaho State University	FY10 Actual	Pages 11-12
	FY11 Estimate	Pages 13-14
Attachment 3 - University of Idaho	FY10 Actual	Pages 15-16
	FY11 Estimate	Pages 17-18
Attachment 4 - Lewis-Clark State College	FY10 Actual	Pages 19-20
	FY11 Estimate	Pages 21-22

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.

BOARD ACTION

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

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Intercollegiate Athletics Compensation Report
Boise State University
FY2010 Actual Compensation

Depart/Name/Title		Athletic FTE	Compensation			Contract Bonus				Perks			All Compensation			
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Academic Perform	Winning Perform	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Athletic Administration																
	Alison Bender	Director, Promotions	1.000	35,548	0	0	0	0	0	No	No	No	No		35,548	-
	Andy Atkinson	Systems Administrator	1.000	59,530	0	0	0	0	0	No	No	No	No		59,530	-
*	Anita Guerricabeitia	Asst AD - Tkt Operations	0.835	55,161	0	0	0	0	7,000	No	No	No	No		62,161	-
	AnnMarie Johnson	Asst to AD, Special Events/Pr	1.000	45,012	0	0	0	0	0	No	No	No	No		45,012	-
	Becca Faulds	Sports Information Director	1.000	38,002	0	0	0	0	0	No	No	No	No		38,002	-
	Bob Carney	Dir, Operations Press Box/Sky	1.000	40,020	0	0	0	0	0	No	No	No	No		40,020	-
	Bob Madden	Assoc AD, Development	1.000	104,500	0	0	1,200	0	0	Yes	Yes	No	No		104,500	1,200
	Brad Larrondo	Sr Asst AD - Mkting & Prom	1.000	58,490	0	Sr	Asst AD	0	0	Yes	No	No	No		58,490	-
	Brandon Voigt	Asst Athletic Trainer	1.000	37,544	0	0	0	0	0	No	No	No	No	37,544	-	-
	Brandon Zimmerman	Accountant	1.000	36,005	0	0	0	0	0	No	No	No	No	36,005	-	-
	Brent Moore	Coord, Corp Services	1.000	36,962	0	0	0	0	0	No	No	No	No		36,962	-
	Chelsie Herman	Academic Advisor	1.000	37,357	0	0	0	0	0	No	No	No	No	37,357	-	-
	Christina Van Tol	Sr. Assoc AD - SWA	1.000	85,010	0	Sr	Assoc AD	0	1,200	Yes	Yes	No	No	-	85,010	1,200
	Cindy Rice	Senior Accountant	1.000	46,072	0	0	0	0	0	No	No	No	No	46,072	-	-
	Curt Apsey	Sr. Assoc AD - Advancement	1.000	137,509	0	0	1,200	0	0	Yes	Yes	No	No		137,509	1,200
	Doug Link	Asst Sports Info Director	1.000	41,143	0	0	0	0	0	No	No	No	No		41,143	-
	Eric Kile	Academic Advisor	1.000	37,357	0	0	0	0	0	No	No	No	No	37,357	-	-
	Eric Thorpe	Dir, Game Operations/Events	0.750	25,881	500	0	0	0	0	No	No	No	No		25,881	500
	Gabe Rosenvall	Asst AD - Student Services	1.000	50,503	0	0	0	0	0	No	No	No	No	50,503	-	-
	Gene Bleymaier	Executive Director, Athletics	1.000	266,116	0	0	2,500	15,000	56,446	Yes	Yes	No	Yes		337,562	2,500
	Heather Little	Student Ins/HR Coord, Athleti	1.000	34,508	0	0	0	0	0	No	No	No	No		34,508	-
	Jeff Jones	Asst Coach, Strength	1.000	33,301	700	0	0	0	0	No	No	No	No	33,301	-	700
	Josh Dreher	Asst Athletic Trainer	1.000	34,508	200	0	0	0	0	No	No	No	No	34,508	-	200
	Karen Vickery	Academic Advisor	1.000	34,508	0	0	0	0	0	No	No	No	No	34,508	-	-
	Kathy Harris	Auction Coordinator	1.000	34,807	0	0	0	0	0	No	No	No	No		34,807	-
	Katy Ham	Asst Athletic Trainer	1.000	34,508	0	0	0	0	0	No	No	No	No	-	34,508	-
*	Kris Kamann	Assoc Director, BAA	0.436	23,164	0	0	0	0	0	No	No	No	No		23,164	-
	Lori Hays	Asst AD/Oper & Event Mgt	1.000	51,272	0	0	0	0	1,500	No	No	No	No		52,772	-
	Marc Paul	Asst AD/Athletic Trainer	1.000	72,010	0	0	0	0	0	No	No	No	No		72,010	-
	Matt Dimmitt	Coordinator, Video Services	1.000	34,861	0	0	0	0	0	No	No	No	No		34,861	-
	Max Corbet	Asst AD, Media Relations	1.000	55,661	0	0	0	0	0	No	No	No	No		55,661	-
	Michele Smith	Asst Sports Info Director	1.000	35,548	0	0	0	0	0	No	No	No	No	35,548	-	-
	Mike Sumpter	Assoc AD/Operations	1.000	81,661	0	0	1,200	0	7,500	Yes	Yes	No	No		89,161	1,200
	Mike Waller	Assoc AD/CFO	1.000	93,351	0	0	1,200	0	0	No	Yes	No	No		93,351	1,200
	Nicole Gamez	Asst AD/Business Mgr	1.000	60,404	0	0	0	0	0	No	No	No	No		60,404	-
*	Rachel Bickerton	Dir, Trademark Lic/Enforceme	0.500	35,007	0	Dir,	Trademark Lic/Enforceme	0	0	No	No	No	No		35,007	-
	Ron Dibelius	Asst to the AD, Major Gifts	1.000	56,660	0	0	0	0	0	Yes	Yes	No	No		56,660	-
	Ryan Becker	Marketing/Promotions Coor	1.000	34,508	0	0	0	0	0	No	No	No	No		34,508	-
	Ryan Russell/Steve Schulz	Assoc Coach, Strength & Cor	1.000	43,618	2,152	0	0	0	0	No	No	No	No		43,618	2,152
	Scott Hobbs	Asst AD, Compliance	1.000	55,016	0	0	0	0	0	No	No	No	No	55,016	-	-
	Shaela Priaulx	Asst Ticket Manager	1.000	40,269	0	0	0	0	0	No	No	No	No		40,269	-
	Tim Socha	Head Coach, Strength	1.000	86,154	8,900	0	1,500	0	13,734	No	Yes	No	No		99,888	10,400
	Tyler Smith	Assoc Athletic Trainer	1.000	41,829	0	0	0	0	0	No	No	No	No	41,829	-	-
	Valerie Cleary	Dir, Student-Ath Enhancemen	1.000	46,384	0	0	0	0	0	No	No	No	No	43,601	2,783	-
	Valerie Tichenor	Exec Dir, Press Box/Sky Suite	1.000	62,005	0	Exec	Dir, Press Box/Sky Suite	0	0	No	No	No	No		62,005	-

Intercollegiate Athletics Compensation Report

Boise State University

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Depart/Name/Title	FTE	Compensation			Contract Bonus				Perks			All Compensation				
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	
Men's Sports																
Football																
Chris Petersen	Head Coach	1.000	919,159	0	124,900	3,500	20,000	159,354	495,000	No	Yes	No	Yes		1,718,413	3,500
Chris Strausser	Assistant Coach	1.000	171,392	8,900	25,000	1,500	3,000	26,184	0	No	Yes	No	No		225,576	10,400
Bryan Harsin	Assistant Coach	1.000	190,133	8,900	25,000	1,500	3,000	28,683	0	No	Yes	No	No		246,816	10,400
Justin Wilcox/Pete Kwiatkowski	Assistant Coach	1.000	193,087	8,900	25,000	1,500	3,000	28,683	0	No	Yes	No	No		249,770	10,400
Keith Bhonapha	Assistant Coach	1.000	95,160	8,900	6,000	1,500	3,000	13,486	0	No	Yes	No	No		117,646	10,400
Marcel Yates	Assistant Coach	1.000	136,823	8,900	9,000	1,500	3,000	19,440	0	No	Yes	No	No		168,263	10,400
Jeff Choate	Assistant Coach	1.000	142,355	8,900	25,000	1,500	3,000	22,313	0	No	Yes	No	No		192,668	10,400
Pete Kwiatkowski/Bob Gregory	Assistant Coach	1.000	195,000	8,900	25,000	1,500	3,000	20,737	0	No	Yes	No	No		243,737	10,400
Scott Huff	Assistant Coach	1.000	127,754	8,900	5,000	1,500	3,000	17,668	0	No	Yes	No	No		153,422	10,400
Brent Pease	Assistant Coach	1.000	151,757	8,900	25,000	1,500	3,000	23,567	0	No	Yes	No	No		203,324	10,400
Vilami Tuivai	Director of FB Operations	1.000	68,869	8,900	0	750	3,000	9,181	0	No	Yes	No	No		81,050	9,650
Julius Brown	Director of FB Player Personr	1.000	50,004	8,900	0	750	0	6,667	0	No	No	No	No		56,671	9,650
Basketball																
Leon Rice	Head Coach	1.000	400,020	6,000	0	7,500	0	0	0	Yes	Yes	No	Yes		400,020	13,500
Greg Graham			362,268	0	0	0	0	0	0	No	No	No	Yes		362,268	-
Andy McClouskey/David Wojcik	Assistant Coach	1.000	120,019	5,350	0	1,250	900	0	0	No	Yes	No	No		120,919	6,600
Tim Cleary/Jeff Linder	Assistant Coach	1.000	74,500	5,350	0	1,500	900	0	0	No	Yes	No	No		75,400	6,850
James Bailey/Shawn Vandiver	Assistant Coach	1.000	60,511	5,350	0	1,250	900	0	0	No	No	No	No		61,411	6,600
Ryan Hellenthal/TBD	Director of BB Operations	1.000	34,515	6,000	0	0	0	0	0	No	No	No	No	34,515	-	6,000
Wrestling																
Greg Randall	Head Coach	1.000	63,253	1,200	0	416	0	12,000	0	Yes	Yes	No	No	53,269	21,984	1,616
Chris Owens	Assistant Coach	1.000	38,626	3,600	0	0	0	1,000	0	No	No	No	No	38,626	1,000	3,600
Kirk White	Assistant Coach	1.000	22,964	3,600	0	0	0	1,000	0	No	No	No	No	22,964	1,000	3,600
Golf																
Kevin Burton	Head Coach	1.000	40,893	0	0	416	0	0	0	Yes	Yes	No	No	40,893	-	416
Tennis																
Greg Patton	Head Coach	1.000	98,072	0	0	416	2,000	11,000	0	No	Yes	No	No		111,072	416
Ryan Roghaar	Assistant Coach	1.000	28,018	3,280	0	0	1,200	750	0	No	No	No	No	28,018	1,950	3,280
Men/Women's Track & Field																
JW Hardy	Head Coach	1.000	85,010	0	0	416	0	6,750	0	Yes	Yes	No	Yes		91,760	416
Jeff Petersmeyer	Assistant Coach	1.000	53,020	0	0	0	0	4,000	0	No	No	No	No	53,020	4,000	-
Brad Wick	Assistant Coach	1.000	28,018	0	0	0	0	2,500	0	No	No	No	No	28,018	2,500	-
Kelly Watson	Assistant Coach	1.000	32,012	0	0	0	0	2,500	0	No	No	No	No	32,012	2,500	-
Keith Vance	Assistant Coach	1.000	31,013	0	0	0	0	0	0	No	No	No	No		31,013	-

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Depart/Name/Title	FTE	Compensation			Contract Bonus				Perks			All Compensation				
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	
Women's Sports																
Basketball																
Gordon Presnell	Head Coach	1.000	174,912	0	5,100	416		4,000	0	No	Yes	No	Yes		184,012	416
Calamity McEntire	Assistant Coach	1.000	55,019	0	0	0			0	No	Yes	No	No	55,019	-	-
Heather Sower	Assistant Coach	1.000	54,873	1,300	0	0			0	No	Yes	No	No	54,873	-	1,300
Anthony Turner	Assistant Coach	1.000	75,001	0	0	0			0	No	No	No	No	55,019	19,982	-
Kelley Berglund/Cariann Ramirez	Dir, Women's BB Operations	1.000	34,515	2,800	0	0			0	No	No	No	No	34,515	-	2,800
Soccer																
Steve Lucas	Head Coach	1.000	49,925	0	0	416	0	0	0	No	Yes	No	No	49,925	-	416
Mark Hiemenz	Assistant Coach	1.000	35,121	0	0	0	0	0	0	No	No	No	No	35,121	-	-
Volleyball																
Shawn Garus	Head Coach	1.000	75,022	0	0	416	0	0	0	Yes	Yes	No	Yes		75,022	416
Chris Rushing	Assistant Coach	1.000	48,004	0	0	0	0	0	0	No	No	No	No	48,004	-	-
Candy Murphy	Assistant Coach	1.000	27,019	684	0	0	0	0	0	No	No	No	No	27,019	-	684
Gymnastics																
Neil Resnick	Co Head Coach	1.000	52,021	3,633	0	212	0	4,000	0	Yes	Yes	No	No	52,021	4,000	3,845
Tina Bird	Co Head Coach	1.000	52,021	3,633	0	212	0	4,000	0	Yes	Yes	No	No		56,021	3,845
Patti Murphy	Assistant Coach	1.000	26,021	3,633	0	0	0	1,000	0	No	No	No	No	26,021	1,000	3,633
Tennis																
Mark Tichenor	Head Coach	1.000	50,586	0	0	416	0	6,500	0	No	No	No	No	50,586	6,500	416
Tiffany Coll	Assistant Coach	1.000	26,000	0	0	0	0		0	No	No	No	No	26,000	-	-
Golf																
Nichole Harris	Head Coach	1.000	38,293	0	0	416	0	0	0	Yes	Yes	No	No	38,293	-	416
Softball																
Erin Thorpe	Head Coach	1.000	47,674	3,700	0	416	0	0	0	Yes	Yes	No	No	47,674	-	4,116
Justin Kloczko	Assistant Coach	1.000	32,012	3,715	0	0	0	0	0	No	No	No	No	32,012	-	3,715
Swimming																
Kristin Hill	Head Coach	1.000	45,012	1,247	0	416	0	1,000	0	Yes	Yes	Yes	No	45,012	1,000	1,663
Justin Brosseau	Assistant Coach	1.000	30,015	831	0	0	0	0	0	No	No	No	No	30,015	-	831

Notes:

BSU considers coaches 'total salary' equal to the base salary plus the media salary. Annualized change percentage on this spreadsheet reflects the change in 'total salary'.

* Employee works 1 FTE at the University. The FTE and Base Salary on this report reflect the amount of the employee's salary which is funded by Athletics.

** Other compensation for Chris Petersen includes \$250,000 for longevity & \$245,000 for deferred compensation.

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**Intercollegiate Athletics Compensation Report
Boise State University
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		Compensation				Contract Bonus			Perks			All Compensation				Base Salary	
Depart/Name/Title		Athletic FTE	Base Salary	Camps/ Clinics	**** Media	Equip Co & Other	Academic Perform	Winning Perform	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change ++
Athletic Administration																	
	Alison Bender	Director, Promotions	1.000	35,548	0	0	0	0	0	No	No	No	No		35,548	-	0%
	Andy Atkinson	Systems Administrator	1.000	59,530	0	0	0	0	0	No	No	No	No		59,530	-	0%
*	Anita Guerricabeitia	Asst AD - Tkt Operations	0.835	55,161	0	0	0	0	7,000	No	No	No	No		62,161	-	0%
	AnnMarie Johnson	Asst to AD, Special Events/Proj	1.000	45,012	0	0	0	0	0	No	No	No	No		45,012	-	0%
	Ashlee Anderson-Ching	Dir,Student-Ath Enhancement Prog	1.000	46,384	0	0	0	0	0	No	No	No	No	43,601	2,783	-	New
	Bob Carney	Dir,Operations Press Box/SkySuite	1.000	40,020	0	0	0	0	0	No	No	No	No		40,020	-	0%
	Bob Madden	Assoc AD, Development	1.000	104,500	0	0	1,200	0	0	Yes	Yes	No	No		104,500	1,200	0%
	Brad Larrondo	Sr Asst AD - Mktng & Prom	1.000	58,490	0	0	0	0	0	Yes	No	No	No		58,490	-	0%
	Brandon Voigt	Asst Athletic Trainer	1.000	37,544	0	0	0	0	0	No	No	No	No	37,544	-	-	0%
	Brandon Zimmerman	Accountant	1.000	36,005	0	0	0	0	0	No	No	No	No	36,005	-	-	0%
	Brent Moore	Coord, Corp Services	1.000	36,962	0	0	0	0	0	No	No	No	No		36,962	-	0%
	Chelsie Herman	Academic Advisor	1.000	37,357	0	0	0	0	0	No	No	No	No	37,357	-	-	0%
	Christina Van Tol	Sr. Assoc AD - SWA	1.000	95,012	0	0	1,200	0	0	Yes	Yes	No	No	-	95,012	1,200	12% Market
	Cindy Rice	Senior Accountant	1.000	46,072	0	0	0	0	0	No	No	No	No	46,072	-	-	0%
	Curt Apsey	Sr. Assoc AD - Advancement	1.000	150,010	0	0	1,200	0	0	Yes	Yes	No	No		150,010	1,200	9% Progression salary agreement
	Dale Holste	Dir of Athletic Equipment Operations	1.000	57,013	5,000	0	1,500	0	0	No	No	No	No		57,013	6,500	Position changed from
	Doug Link	Asst Sports Info Director	1.000	41,143	0	0	0	0	0	No	No	No	No		41,143	-	0%
	Eric Kile	Academic Advisor	1.000	37,357	0	0	0	0	0	No	No	No	No	37,357	-	-	0%
	Eric Thorpe	Dir, Game Operations/Events	0.750	25,881	500	0	0	0	0	No	No	No	No		25,881	500	0%
	Gabe Rosenvall	Asst AD - Student Services	1.000	55,516	0	0	0	4,000	0	No	No	No	No	55,516	4,000	-	10% Program success and market
	Gene Bleymaier	Executive Director, Athletics	1.000	266,116	0	0	2,500	42,500	104,352	0	Yes	Yes	No	Yes	412,968	2,500	0%
	Heather Little	Student Ins/HR Coord, Athletics	1.000	34,508	0	0	0	0	0	No	No	No	No		34,508	-	0%
	Jeff Jones	Asst Coach, Strength	1.000	33,301	700	0	0	0	0	No	No	No	No	33,301	-	700	0%
	Joe Nickell	Sports Information Director	1.000	42,120	0	0	0	0	0	No	No	No	No		42,120	-	New
	Jolenne Dimeo	Facility Operations Supervisor	1.000	42,245	0	0	0	0	0	No	No	No	No		42,245	-	Position changed from
	Josh Dreher	Asst Athletic Trainer	1.000	34,508	200	0	0	0	0	No	No	No	No	34,508	-	200	0%
*	Julie Stevens	Head Cheer and Maneline Dancer Coach	0.384	15,351	0	0	0	0	0	No	No	No	No		15,351	-	New
	Karen Vickery	Academic Advisor	1.000	34,508	0	0	0	0	0	No	No	No	No	34,508	-	-	0%
	Kathy Harris	Auction Coordinator	1.000	34,807	0	0	0	0	0	No	No	No	No		34,807	-	0%
	Katy Ham	Asst Athletic Trainer	1.000	34,508	0	0	0	0	0	No	No	No	No	-	34,508	-	0%
	Keita Shimada	Asst Athletic Trainer	1.000	34,820	0	0	0	0	0	No	No	No	No		34,820	-	New
*	Kris Kamann	Assoc Director, BAA	0.436	23,164	0	0	0	0	0	No	No	No	No		23,164	-	0%
	Lori Hays	Asst AD/Oper & Event Mgt	1.000	51,272	0	0	0	0	1,500	No	No	No	No		52,772	-	0%
	Marc Paul	Asst AD/Athletic Trainer	1.000	72,010	0	0	0	0	0	No	No	No	No		72,010	-	0%
	Matt Dimmitt	Coordinator, Video Services	1.000	34,861	0	0	0	0	0	No	No	No	No		34,861	-	0%
	Max Corbet	Asst AD, Media Relations	1.000	55,661	0	0	0	0	0	No	No	No	No		55,661	-	0%
	Michele Smith	Asst Sports Info Director	1.000	35,548	0	0	0	0	0	No	No	No	No	35,548	-	-	0%
	Mike Sumpter	Assoc AD/Operations	1.000	81,661	0	0	1,200	0	7,500	Yes	Yes	No	No		89,161	1,200	0%
	Mike Waller	Assoc AD/Administration	1.000	93,351	0	0	1,200	0	0	No	Yes	No	No		93,351	1,200	0%
	Nicole Gamez	Assoc AD - Finance	1.000	85,010	0	0	0	0	0	No	No	No	No		85,010	-	41% Promotion
*	Rachel Bickerton	Dir, Trademark Lic/Enforcement	0.500	35,007	0	0	0	0	0	No	No	No	No		35,007	-	0%
Position changed from Classified to Professional level for FY11.																	
	Raul Ibarra	Dir of Team Operations	1.000	41,205	0	0	0	0	0	No	No	No	No		41,205	-	0%
	Ron Dibelius	Asst to the AD, Major Gifts	1.000	56,660	0	0	0	0	0	Yes	Yes	No	No		56,660	-	0%
	Ryan Becker	Marketing/Promotions Coor	1.000	34,508	0	0	0	0	0	0	0	0	0		34,508	-	0%
Position changed from Classified to Professional level for FY11.																	
	Scott Duncan	Facility Maintenance Supervisor	1.000	39,416	0	0	0	0	0	0	0	0	0		39,416	-	0%
	Shaela Priaux/TBD	Asst Ticket Manager	1.000	40,269	0	0	0	0	0	No	No	No	No		40,269	-	0%
	Steve Schulz	Assoc Coach, Strength & Cond	1.000	43,618	2,152	0	0	0	0	No	No	No	No		43,618	2,152	0%
	TBD	Asst AD, Compliance	1.000	55,016	0	0	0	0	0	No	No	No	No	55,016	-	-	0%
	Tim Socha	Head Coach, Strength	1.000	94,328	8,900	0	1,500	0	10,180	0	No	Yes	No	No	104,508	10,400	9% Increase per contract
	Tyler Smith	Assoc Athletic Trainer	1.000	41,829	0	0	0	0	0	No	No	No	No	41,829	-	-	0%
	Valerie Tichenor	Exec Dir, Press Box/Sky Suite	1.000	62,005	0	0	0	0	0	No	No	No	No		62,005	-	0%

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Depart/Name/Title	Compensation				Contract Bonus				Perks			All Compensation				Base Salary	
	FTE	Base Salary	Camps/ Clinics	**** Media	Equip Co & Other	Grad Rate	Winning Perform.	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change ++	
Men's Sports																	
Football																	
*** Chris Petersen	Head Coach	1.000	1,044,059	0	0	3,500	20,000		445,000	No	Yes	No	Yes		1,509,059	3,500	0%
Bryan Harsin	Assistant Coach	1.000	259,520	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		265,520	10,400	21% Increase per contract.
Pete Kwiatkowski	Assistant Coach	1.000	259,520	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		265,520	10,400	19% Increase per contract.
Chris Strausser	Assistant Coach	1.000	233,666	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		239,666	10,400	19% Increase per contract.
Bob Gregory	Assistant Coach	1.000	220,000	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		226,000	10,400	New Hired spring of 2010
Brent Pease	Assistant Coach	1.000	210,308	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		216,308	10,400	19% Increase per contract.
Jeff Choate	Assistant Coach	1.000	199,117	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		205,117	10,400	19% Increase per contract.
Scott Huff	Assistant Coach	1.000	158,525	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		164,525	10,400	19% Increase per contract.
Marcel Yates	Assistant Coach	1.000	174,631	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		180,631	10,400	20% Increase per contract.
Keith Bhonapha	Assistant Coach	1.000	121,191	8,900	0	1,500	3,000	3,000	0	No	Yes	No	No		127,191	10,400	20% Increase per contract.
Viliami Tuivai/TBD	Director of FB Operations	1.000	68,869	8,900	0	750	1,500	3,000	0	No	Yes	No	No		73,369	9,650	0%
Julius Brown	Director of FB Player Personnel	1.000	50,004	8,900	0	750	1,500	3,000	0	No	No	No	No		54,504	9,650	0%
Lou Major	Asst Dir of FB Operations	1.000	40,020	8,900	0	0	0	0	0	No	No	No	No		40,020	8,900	New New position - started FY11
Basketball																	
Leon Rice	Head Coach	1.000	400,020	6,000	0	7,500	0	0	0	Yes	Yes	No	Yes		400,020	13,500	0%
Greg Graham			271,701	0	0	0	12,500	0	0	No	No	No	Yes		284,201	-	contract ends 3.31.2011
David Wojcik	Associate Head Coach	1.000	120,019	5,350	0	1,250	0	0	0	No	Yes	No	No		120,019	6,600	0%
Jeff Linder	Assistant Coach	1.000	74,500	5,350	0	1,500	0	0	0	No	Yes	No	No		74,500	6,850	0%
Shaun Vandiver	Assistant Coach	1.000	60,511	5,350	0	1,250	0	0	0	No	No	No	No		60,511	6,600	0%
John Rillie	Director of BB Operations	1.000	34,515	6,000	0	0	0	0	0	No	No	No	No	34,515	-	6,000	New
Wrestling																	
Greg Randall	Head Coach	1.000	69,576	1,200	0	416	0	7,000	0	Yes	Yes	No	No	53,269	23,307	1,616	10% Program success and market
Chris Owens	Assistant Coach	1.000	42,495	3,600	0	0	0	750	0	No	No	No	No	38,626	4,619	3,600	10% Program success and market
Kirk White	Assistant Coach	1.000	30,888	3,600	0	0	0	750	0	No	No	No	No	22,964	8,674	3,600	35% Program success and market
Golf																	
Kevin Burton	Head Coach	1.000	40,893	0	0	416	0	0	0	Yes	Yes	No	No	40,893	-	416	0%
Tennis																	
Greg Patton	Head Coach	1.000	98,072	0	0	416	1,800	2,000	0	No	Yes	No	No		101,872	416	0%
Ciancy Shields	Assistant Coach	1.000	26,624	3,280	0	0	750		0	No	No	No	No	26,624	750	3,280	New
Men/Women's Track & Field																	
JW Hardy	Head Coach	1.000	85,010	0	0	416	9,800	0	0	Yes	Yes	No	Yes		94,810	416	0%
Jeff Petersmeyer	Assistant Coach	1.000	53,020	0	0	0	4,450	0	0	No	No	No	No	53,020	4,450	-	0%
Kelly Watson	Assistant Coach	1.000	32,012	0	0	0	3,700	0	0	No	No	No	No	32,012	3,700	-	0%
Keith Vance	Assistant Coach	1.000	31,013	0	0	0	4,450	0	0	No	No	No	No		35,463	-	0%
Brad Wick	Assistant Coach	1.000	28,018	0	0	0	6,100	0	0	No	No	No	No	28,018	6,100	-	0%

Intercollegiate Athletics Compensation Report
Boise State University
FY2011 Estimated Compensation
Page 3

Page 3																	Base Salary
Depart/Name/Title		FTE	Compensation			Contract Bonus			Perks			All Compensation				Annualized Change ++	
			Base Salary	Camps/ Clinics	**** Media	Equip Co & Other	Grad Rate	Winning Perform.	Other**	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue		All Other
Women's Sports																	
Basketball																	
	Gordon Presnell	Head Coach	1.000	180,012	0	0	416	0	4,000	0	No	Yes	No	Yes	184,012	416	0%
	Anthony Turner	Assistant Coach	1.000	75,001	0	0	0	0	0	0	No	No	No	No	55,019	19,982	-
	Calamity McEntire	Assistant Coach	1.000	55,019	0	0	0	0	0	0	No	Yes	No	No	55,019	-	-
	Heather Sower	Assistant Coach	1.000	54,873	1,300	0	0	0	0	0	No	Yes	No	No	54,873	-	1,300
	Cariann Ramirez	Dir, Women's BB Operations	1.000	34,515	2,800	0	0	0	0	0	No	No	No	No	34,515	-	2,800
Soccer																	
	Steve Lucas	Head Coach	1.000	52,430	0	0	416	0	3,000	0	No	Yes	No	No	52,430	3,000	416
	Mark Hiemenz	Assistant Coach	1.000	36,895	0	0	0	0	1,000	0	No	No	No	No	36,895	1,000	-
	Stephanie Wieger	Assistant Coach	1.000	23,671	0	0	0	0	0	0	No	No	No	No		23,671	-
Volleyball																	
	Shawn Garus	Head Coach	1.000	75,022	0	0	416	0	1,500	0	Yes	Yes	No	Yes		76,522	416
	Chris Rushing	Assistant Coach	1.000	48,004	0	0	0	0	0	0	No	No	No	No	48,004	-	-
	Candy Murphy	Assistant Coach	1.000	27,019	684	0	0	0	0	0	No	No	No	No	27,019	-	684
Gymnastics																	
	Neil Resnick	Co Head Coach	1.000	57,221	3,633	0	212	0	3,500	0	Yes	Yes	No	No	57,221	3,500	3,845
	Tina Bird	Co Head Coach	1.000	57,221	3,633	0	212	0	3,500	0	Yes	Yes	No	No		60,721	3,845
	Patti Murphy	Assistant Coach	1.000	28,621	3,633	0	0	0	750	0	No	No	No	No	28,621	750	3,633
Tennis																	
	Ryan Roghaar	Interim Head Coach	1.000	52,874	0	0	416	1,600	10,500	0	No	No	No	No	52,874	12,100	416
	TBD	Assistant Coach	1.000	28,018	0	0	0	1,000	1,000	0	No	No	No	No	28,018	2,000	-
Golf																	
	Nichole Harris	Head Coach	1.000	38,293	0	0	416	0	0	0	Yes	Yes	No	No	38,293	-	416
Softball																	
	Erin Thorpe	Head Coach	1.000	52,458	3,700	0	416	0	0	0	Yes	Yes	No	No	47,674	4,784	4,116
	Justin Kloczko	Assistant Coach	1.000	35,215	3,715	0	0	0	0	0	No	No	No	No	32,012	3,203	3,715
	Shelly Prochaska	Assistant Coach	1.000	23,671		0	0	0	0	0	No	No	No	No		23,671	-
Swimming																	
	Kristin Hill	Head Coach	1.000	52,520	1,247	0	416	0	3,000	0	Yes	Yes	Yes	No	52,520	3,000	1,663
	Justin Brosseau	Assistant Coach	1.000	35,028	831	0	0	0	1,000	0	No	No	No	No	35,028	1,000	831
	David Legler	Assistant Coach	1.000	23,671	500	0	0	0	0	0	No	No	No	No		23,671	500

Notes:

* Employee works 1 FTE at the University. The FTE and Base Salary on this report reflect the amount of the employee's salary which is funded by Athletics.

** Other compensation for Chris Petersen includes \$245,000 for longevity incentive compensation & \$250,000 for deferred compensation.

*** Chris Petersen's salary will be revised in February 2011.

**** Beginning in August FY'11, media is paid through the University and is included in the base salary column.

++ BSU considers coaches' total salary' equal to the base salary plus the media salary. Annualized change percentage on this spreadsheet reflects the change in 'total salary'.

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Intercollegiate Athletics Compensation Report

Idaho State University

FY 2010 Actual Compensation

			Compensation				Contract Bonuses			Perks			Funding				
Depart/Name/Title			FTE	Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Athletic Administration:																	
	Jeff Tingey	Athletic Director	1.00	94,622			2,500					Yes		No	94,622		2,500
	Jim Kramer	Asst Athl Dir/ UBO	1.00	65,000										No	65,000		
	Nancy Graziano	Assoc Athl Dir	1.00	66,206										No	66,206		
	Matthew Steuart	Asst AD - Academics	1.00	37,666										No		37,666	
	Joel Vickery	Compliance Dir	1.00	39,998										No	39,998		
	Frank Mercogliano	Asst Athl Dir/Media Rel	1.00	47,902										No	47,902		
	Katie Zigars	Asst Dir Media Rel	0.92	31,871										No	31,871		
	Jodi Wotowey	Hd Athl Trainer	1.00	43,701										No	43,701		
	Ryan Cromie	Assist Trainer	1.00	34,507										No	34,507		
	Greg Obray	Assist Trainer	1.00	34,507	240									No	34,507		240
	Thomas Brock	Assist Trainer	1.00	34,507	750									No	34,507		750
	Mark Campbell	Stngth Coach	1.00	41,413										No	41,413		
	Kalee Kopp	Asst Dir Market/Prom	1.00	34,507										No		34,507	
	Jay McMillin	Asst AD/Fund Raiser	1.00	43,264										No		43,264	
	David Molitor	Asst Fund Raiser	0.04	4,318										No	4,318		
	Cody Van Fleet	Dir of Basketball Ops	0.74	25,535	2,500									No		25,535	2,500
	Quinton Freeman	Academic Advisor	0.15	5,242										No		5,242	
Bengal Foundation																	
	Donna Hayes	Exec Dir Bengal Foun	1.00	44,782										No		44,782	
Men's Sports																	
Football																	
	John Zamberlin	Hd Coach	0.91	94,678	9,550	20,000						Yes		Yes	94,678	20,000	9,550
	Joseph Cullen	Asst Coach	0.72	30,677	2,865									No	30,677		2,865
	Josh Fetter	Asst Coach	0.28	11,082										No	11,082		
	Brandon Valeria	Asst Coach	0.62	20,964	2,865									No	20,964		2,865
	Junior Falevai	Asst Coach/Video Coor	1.00	34,640	2,865									No	34,640		2,865
	Brian Jensen	Asst Coach	0.42	26,892	2,865									No	26,892		2,865
	Phil Early	Asst Coach	0.43	26,542										No	26,542		
	John Clark	Asst Coach	0.45	9,468										No	9,468		
	Michael Havens	Asst Coach	0.55	11,571	2,865									No	11,571		2,865
	Brian Strandley	Asst Coach	1.00	48,006	2,865							Yes		No	48,006		2,865
	Drew Miller	Asst Coach	1.00	34,832	2,865									No	34,832		2,865
	Steve Amrine	Asst Coach	1.00	35,443	2,865									No	35,443		2,865
	Nick Whitworth	Asst Coach	1.00	34,836	2,865									No	34,836		2,865
Basketball																	
	Joe O'Brien	Hd Coach	0.96	98,128		22,500	2,500					Yes		Yes	98,128	22,500	2,500
	Geoffrey Alexander	Asst Coach	1.00	52,641	1,500		500					Yes		No	52,641		2,000
	Tim Walsh	Asst Coach	0.96	43,560	1,500		500							No	43,560		2,000
	Michael Brown	Asst Coach	0.04	4,401										No	4,401		
Tennis																	
	Robert Goeltz	Hd Coach	0.43	19,023										No	19,023		
Track & Field																	
	David Nielsen	Hd Coach	0.46	27,598										No	27,598		
	Jackie Poulson	Asst Coach	0.50	13,239										No	13,239		
Cross Country																	
	Brian Janssen	Hd Coach	0.50	23,629	164									No	23,629		164

Intercollegiate Athletics Compensation Report

Idaho State University

FY 2010 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
Women's Sports															
Basketball															
Seton Sebolewski	Hd Coach	0.96	82,465		5,000	500				Yes		Yes	82,465	5,000	500
Angela Munger	Assoc Head Coach	1.00	41,184	750		350				Yes		No	41,184		1,100
Jordan Green	Asst Coach	1.00	28,080	325		350						No	28,080		675
Holly Robertson	Asst Coach	0.04	2,494									No	2,494		
Volleyball															
Chad Teichert	Hd Coach	0.91	50,065	3,000						Yes		Yes	50,065		3,000
David HYTE	Asst Coach	1.00	35,589	1,000								No	35,589		1,000
Tennis															
Robert Goeltz	Hd Coach	0.43	19,025									No	19,025		
Track & Field															
David Neilsen	Hd Coach	0.45	27,598									No	27,598		
Jackie Poulson	Asst Coach	0.50	13,239									No	13,239		
Golf															
Kelly Hooper	Hd Coach	0.41	16,512									No	16,512		
Cross Country															
Brian Janssen	Hd Coach	0.50	23,629	164								No	23,629		164
Soccer															
Allison Gibson	Hd Coach	1.00	55,640	3,800						Yes		Yes	55,640		3,800
Rebecca Hogan	Asst Coach	1.00	29,997	1,910								No	29,997		1,910
Softball															
Andrea Wilson	Hd Coach	1.00	45,625									Yes	42,086	3,539	
Shelly Prochaska	Asst Coach	1.00	23,632									No	23,632		

(*) 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.

If a coach has an agreement with an apparel 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.

Intercollegiate Athletics Compensation Report

Idaho State University

FY 2011 Estimated Compensation

2024 Estimated Compensation																	
Depart/Name/Title		FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding			Base Salary
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	Annualized Change
Athletic Administration:																	
	Jeff Tingey	Athletic Director	1.00	95,014			2,500				Yes	No	95,014			2,500	0%
	Nancy Graziano	Assoc Athl Dir / Compliance	1.00	66,206								No	66,206				0%
	Jim Kramer	Asst Athl Dir/ UBO	1.00	65,000								No	65,000				0%
	Matthew Steuart	Dir Academic Services	1.00	39,603								No		39,603			5% Duty Change
	Quinton Freeman	Academic Advisor	0.50	17,254								No		17,254			0%
	Joel Vickery	Compliance Dir	1.00	39,998								No	39,998				0%
	Steve Schaak	Director Media Relations	1.00	47,902								No	47,902				New
	Katie Zigars	Asst Dir Media Relations	1.00	35,006								No	35,006				0%
	Jodi Wotowey	Head Athl Trainer	1.00	43,701								No	43,701				0%
	Ryan Cromie	Assist Trainer	0.46	15,873								No	15,873				0%
	Sara Vargas	Assist Trainer	0.54	18,634								No	18,634				New
	Greg Obray	Assist Trainer	1.00	34,507								No	34,507				0%
	Thomas Brock	Assist Trainer	1.00	34,507								No	34,507				0%
	Mark Campbell	Head Stngth Coach	1.00	41,413								No	41,413				0%
	Kalee Kopp	Director of Marketing & Promo	1.00	34,507								No		34,507			0%
	Jay McMillin	Asst AD/Fund Raiser	1.00	43,264								No		43,264			0%
	Cody Van Fleet	Dir of Basketball Ops	0.75	25,880	2,000							No		25,880	2,000		0%
	Andrea Wilson	Special Asst to the AD	1.00	46,010								No		46,010			New
	Bengal Foundation																
	Donna Hayes	Exec Dir Bengal Foun	1.00	44,782								No		44,782			0%
Men's Sports																	
Football																	
	John Zamberlin	(A) Hd Coach	0.91	94,678	6,000	20,000					Yes	Yes	94,678	20,000	6,000		0%
	Mike Kramer	(B) Hd Coach	0.46	68,519							Yes	Yes	68,519				New
	Josh Fetter	(A) Asst Coach	0.62	24,627	2,200							No	24,627		2,200		0%
	Derrick Roche	(B) Asst Coach	0.50	21,399								No	21,399				New
	Junior Falevai	(A) Asst Coach	0.62	21,530	2,200							No	21,530		2,200		0%
	Ruditsky Griffin	(B) Asst Coach	0.50	22,318								No	22,318				New
	Phil Earley	(A) Offensive Coordinator	0.50	36,928	2,200							No	36,928		2,200		New
	Donald Bailey	(B) Offensive Coordinator	0.50	39,046								No	39,046				New
	John Clark	(A) Asst Coach / Video Coordin	0.44	14,566	2,200							No	14,566		2,200		New
	Ryan Smaha	(B) Asst Coach / Video Coordin	0.88	16,049								No	16,049				New
	Brian Strandley	(A) Defensive Coordinator	0.62	29,542	2,200					Yes		No	29,542		2,200		0%
	Michael Rigell	(B) Defensive Coordinator	0.50	14,778						Yes		No	14,778				New
	Drew Miller	(A) Asst Coach	0.62	21,530	2,200							No	21,530		2,200		0%
	Daniel Drayton	(B) Asst Coach	0.50	19,704								No	19,704				New
	Steve Amrine	(A) Asst Coach	0.62	21,811	4,000							No	21,811		4,000		0%
	Matthew Troxel	(B) Asst Coach	0.50	14,778								No	14,778				New
	Nick Whitworth	(A) Asst Coach	0.62	21,530	2,200							No	21,530		2,200		0%
	Craig Stutzmann	(B) Asst Coach	0.50	21,399								No	21,399				New
	Basketball																
	Joe O'Brien	Hd Coach	0.96	98,128		27,500	2,500			Yes		Yes	98,128	27,500	2,500		0%
	Geoffrey Alexander	1st Asst Coach	1.00	52,998			500			Yes		No	52,998		500		1% Duty Change
	Tim Walsh	2nd Asst Coach	1.00	45,302			500					No	45,302		500		0%
	Tennis																
	Robert Goeltz	Hd Coach	0.43	19,027								No	19,027				0%
	Mark Rodel	Asst Coach	0.33	7,850								No	7,850				New

(A) = indicates previous coach & base salary does not include the vacation payoff
 (B) = indicates current coach

Intercollegiate Athletics Compensation Report
Idaho State University
FY 2011 Estimated Compensation

Depart/Name/Title		FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding			Base Salary Annualized Change
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
Track & Field																	
David Nielsen	Hd Coach	0.46	27,597										No	27,597			0%
Jackie Poulson	Asst Track & Field Coach	0.50	13,239										No	13,239			0%
Cross Country																	
Brian Janssen	Asst Track & Field Coach	0.50	23,629										No	23,629			0%
Women's Sports																	
Basketball																	
Seton Sebolewski	Hd Coach	0.96	82,614		5,000	500					Yes		Yes	82,614	5,000	500	0%
Angela Munger	Assoc Head Coach	1.00	41,184			350					Yes		No	41,184		350	0%
Jordan Green	Asst Coach	1.00	28,080			350							No	28,080		350	0%
Volleyball																	
Chad Teichert	Hd Coach	0.91	50,065								Yes		Yes	50,065			0%
David HYTE	Asst Coach	1.00	35,589										No	35,589			0%
Tennis																	
Robert Goeltz	Hd Coach	0.43	19,027										No	19,027			0%
Mark Rodel	Asst Coach	0.33	7,850										No	7,850			New
Track & Field																	
David Nielsen	Hd Coach	0.45	27,597										No	27,597			0%
Jackie Poulson	Asst Track & Field Coach	0.50	13,239										No	13,239			0%
Golf																	
Kelly Hooper	Hd Coach	0.50	20,000										No	20,000			0%
Cross Country																	
Brian Janssen	Asst Track & Field Coach	0.50	23,629										No	23,629			0%
Soccer																	
Allison Gibson	Hd Coach	1.00	55,640								Yes		Yes	55,640			0%
Rebecca Hogan	Asst Coach	1.00	30,014	1,600									No	30,014		1,600	0%
Softball																	
Julie Wright	Hd Coach	1.00	46,524								Yes		Yes	46,524			New
Jessica Rogers	Asst Coach	1.00	23,670										No	23,670			New

(*) 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.

If a coach has an agreement with an apparel company, cash payments (payroll) should be reported as compensation. Report the value of 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.

**Intercollegiate Athletics Compensation Report
University of Idaho
FY2010 Actual Compensation**

		Compensation					Contract Bonus			Other		All Compensation			
		FTE	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:															
	Rob Spear	Athletic Directr	1.00	169,998		15,000	1,200					yes	879	185,319	0
	John Wallace	Dir. of Compl.	1.00	74,048			630						0	74,678	0
	Becky Paull	Dir. Med. Rel	1.00	49,982			480						0	50,462	0
	Ian Klei	Asst. Med Rel	0.57	20,902			195						0	21,097	0
	Spencer Farrin	Asst Med Rel	0.50	16,130			384							16,514	
	Megan Borchert	Asst Trainer	1.00	40,331			384						0	40,715	0
	Nick Refvem	Asst Trainer	1.00	40,339	300		384						0	40,723	300
	Barrie Steele	Hd Trainer	1.00	71,156			480						0	71,636	0
#	Ana Tuiaaea-Ruud	Dir. Acad Ser	1.00	45,011			424	3,462					0	45,435	3,462
	David Potter	Coor Acad Sei	0.03	1,402			18						0	1,420	0
	Tom Sanford	Coor Acad Sei	0.88	28,901			339						0	29,240	0
	Joe Herold	Asst. Strength	1.00	34,777									0	34,777	0
	Scott Gadeken	Strength Coac	0.09	9,772			32						0	9,804	0
	Jake Scharnhorst	Strength Coac	0.86	43,002			297	3,846						43,299	3,846
	Matt Kleffner	Sr. Assoc AD	1.00	85,945	2,500	1,034							0	89,479	0
	Sam Teevens	Video Coor.	1.00	44,928			384	500					0	45,312	500
	Maureen Taylor Re	Asst. AD	1.00	54,683			510						0	55,193	0
	Damian Garnett	Dir. Equip Rm	1.00	45,011			480	500					0	45,491	500
	Megan Freshour	Asst. Equip Rr	1.00	32,302			384						0	32,686	0
	Tim Mooney	Assoc AD Ext	0.50	52,512			1,200			yes			4,768	48,944	0
	Jeremy Wang	Exec. Dir VSF	0.50	26,260	^		761						0	27,021	0
	Shelly Robson	Devl. Coor.	0.50	19,770	^		415			yes			0	20,185	0
	Nat Reynolds	Devl. Coor.	0.50	23,888	^		733			yes			0	24,621	0
	Nick Popplewell	Asst Dir/Prom	1.00	34,008			384							34,392	
Men's Sports															
Football															
	Robb Akey	Hd Coach	1.00	165,798		85,000	1,440	5,000	12,753	yes	yes		169,461	87,777	12,753
	Steve Axman	Assistant	1.00	116,605		8,600	1,440		8,969	yes			115,160	11,485	8,969
	Jonathan Smith	Assistant	0.57	30,493			830		4,115	yes			36,463	-5,140	4,115
	Al Pupunu	Assistant	0.30	13,503			0		0	yes			13,503	0	0
	Eti Ena	Assistant	1.00	50,003			1,440		3,846	yes			49,760	1,683	3,846
	Mark Criner	Assistant	1.00	112,320			1,440		8,640	yes			110,931	2,829	8,640
	Jeremy Thielbahr	Assistant	1.00	48,526			1,440		3,732	yes			48,526	1,440	3,732
	Luther Carr	Assistant	1.00	45,011			1,440		3,392	yes			44,209	2,242	3,392
	Patrick Libey	Assistant	1.00	48,526			1,440		3,732	yes			48,316	1,650	3,732
	Rob Christoff	Assistant	1.00	45,011			1,440		3,392				44,209	2,242	3,392
	Dan Finn	Assistant	1.00	50,752			1,440		3,392	yes			45,896	6,296	3,392
	Mark Vaught	Dir. of FB Ops	1.00	32,593			1,440		2,507				0	34,033	2,507
Basketball															
	Don Verlin	Hd Coach	1.00	127,355		60,000	1,200		16,884	yes	yes		124,870	80,569	0
	Ray Lopes	Assistant	1.00	80,017			1,200			yes			79,306	1,911	0
	Mike Score	Assistant	1.00	62,504		20,000	1,200			yes			62,080	21,624	0
	Mike Freeman	Assistant	1.00	25,001		10,000	1,200			yes			25,001	11,200	0

**Intercollegiate Athletics Compensation Report
University of Idaho
FY2010 Actual 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
Men's Track & XC															0
Wayne Phipps	Hd Coach	1.00	39,423	^^		8,000	960	450				yes	40,192	8,641	0
Julie Taylor	Assistant	0.50	16,556				312						16,539	329	0
Golf															0
Jon Reehoorn	Head Coach	1.00	36,004				960	1,000					8,153	29,811	0
Tennis															0
Jeff Beaman	Hd Coach	0.50	18,137				480						17,384	1,233	0
															0
Women's Sports															0
Basketball															0
Jon Newlee	Hd Coach	1.00	90,001			15,000	1,104	2,750		yes	yes		89,103	19,752	0
Gavin Petersen	Assistant	1.00	50,003	200			1,104			yes			49,744	1,363	200
Christa Sanford	Assistant	1.00	35,006	500			1,104			yes			34,924	1,186	500
Karen Petersen	Assistant	1.00	25,001	200			1,104			yes			25,995	110	200
Women's Track & XC															0
Yogi Teevens	Hd Coach	1.00	53,643				960	450				yes	53,328	1,725	0
Julie Taylor	Assistant	0.50	16,556				312						16,540	328	0
Volleyball															0
Debbie Buchanan	Hd Coach	1.00	83,034	7,000	15,000		1,056	6,387		yes	yes		82,245	23,232	7,000
Steve Whitaker	Assistant	1.00	35,422	4,500	5,000		1,065			yes			35,337	6,150	4,500
Moritz Moritz	Assistant	1.00	37,440	3,500	5,000		1,056						37,329	6,167	3,500
Women's Soccer															0
Peter Showler	Hd Coach	1.00	37,689	600	6,000		960	450		yes	yes		38,573	6,526	600
Katie Schoene	Assistant	1.00	24,856	1,400			624						24,838	642	1,400
Women's Golf															0
Lisa Johnson	Head Coach	1.00	42,016				960	1,000				yes	41,860	2,116	0
Tennis															0
Jeff Beaman	Hd Coach	0.50	18,137				480					yes	17,385	1,232	0
Women's Swimming															0
Tom Jager	Hd Coach	1.00	53,518		15,000		960	500		yes	yes		4,143	65,835	0
Adriana Quirke	Assistant	1.00	23,670				480						22,532	1,618	0

^other half paid by Development

*Amounts shown do not include furlough reductions

^^Amounts reflect full position; .5 FTE for 1/2 year due to Visa issues; some IH earnings not included

%includes cell phone stipend

Intercollegiate Athletics Compensation Report

University of Idaho

FY2011 Estimated Compensation

FY2011 Estimated Compensation													Base Salary			
Depart/Name/Title	Compensation					Contract Bonus			Other		Multi-Yr Contract	All Compensation			Annualized Change	
	FTE	Base Salary	Camps/ Clinics	Media	Equip Co & Other^	Grad Rate	Winning Perform.	Other	Club Memb.	Car		State Approp.	Program Revenue	All Other		
Athletic Administration:																
Rob Spear	Athletic Dir	1.00	169,998		15,000	1,200						yes	186,198	0%		
John Wallace	Dir. of Com	1.00	74,048			624							74,672	0%		
Becky Paull	Dir. Med. R	1.00	49,982			480							50,462	0%		
Spencer Farrin	Asst. Med F	1.00	32,260			384							32,644	0%		
Megan Borchert	Asst Trainer	1.00	40,331			384							40,715	0	0%	
Nick Refvem	Asst Trainer	0.11	4,437			384							4,821	0	0%	
Max Bertman	Asst Trainer	0.80	32,264			307							32,571		New	
Barrie Steele	Hd Trainer	1.00	71,156			480							71,636		0%	
Jeremy Wang	Exec Dir VS	0.50	26,260	^		624							26,884		0%	
Tim Mooney	Assoc AD	0.50	52,512	^		1,200				yes			53,712		0%	
Ana Tuiaaea-Ruud	Ass Dir Aca	1.00	45,011			480					0		45,491	0	0%	
Tom Sanford	Acad. Coor	1.00	32,843			480							33,323		0%	
Jake Scharnhorst	Strength Cc	1.00	50,003			298							50,301		0%	
Joe Herold	Asst Stren	1.00	34,777			0							34,777		0%	
Matt Kleffner	Sr. Assoc A	1.00	85,945		2,500	1,200							89,645		0%	
Sam Teevens	Video Coor.	1.00	44,928			384							45,312	0	0%	
Maureen Taylor Re	Asst. AD	0.50	34,184			321							34,505		25% gender equity	
Nick Popplewell	Asst. Dir/Pr	1.00	34,008			384							34,392		0%	
Damian Garnett	Dir. Equip R	1.00	45,011			480							45,491		0%	
Megan Freshour	Asst. Equip	1.00	32,302			384							32,686		0%	
Shelly Robson	Devl. Coor.	0.50	19,770	^		624				yes			20,394		0%	
Nat Reynolds	Devl. Coor.	0.50	23,888	^		624				yes			24,512		0%	
Scott Wallace	Ticket Mgr	1.00	45,011										45,011		New	
Kera Bardsley	Ticket Coor	0.50	16,754										16,754		New	
Men's Sports																
Football																
Robb Akey	Hd Coach	1.00	165,798		190,000	1,440				yes	yes		165,798	191,440	0	0%
Steve Axman	Assistant	1.00	130,083			1,440				yes			130,083	1,440	0	12% program success & market val
Al Pupunu	Assistant	1.00	62,732			1,440				yew			62,732	1,440	0	39% program success & market val
Eti Ena	Assistant	1.00	62,732			1,440				yes			62,732	1,440	0	25% program success & market val
Mark Criner	Assistant	1.00	125,777			1,440				yes			125,777	1,440	0	12% program success & market val
Jeremy Thielbahr	Assistant	1.00	67,995			1,440				yes			67,995	1,440	0	40% program success & market val
Luther Carr	Assistant	1.00	67,995			1,440				yes			67,995	1,440	0	51% program success & market val
Patrick Libey	Assistant	1.00	67,995			1,440				yes			67,995	1,440	0	40% program success & market val
Rob Christoff	Assistant	1.00	62,732			1,440				yes			62,732	1,440	0	39% program success & market val
Dan Finn	Assistant	1.00	69,222			1,440				yes			69,222	1,440	0	36% program success & market val
Mark Vaught	Dir. of FB O	1.00	45,323			1,440							45,323	1,440	0	39% program success & market val
Basketball																
Don Verlin	Hd Coach	1.00	135,475		60,000	1,200	5,000	8,023		yes			135,475	61,200	0	6% contract escalation
Tim Murphy	Assistant	0.80	50,003		15,000	960				yes			50,003	15,960	0	New
Mike Score	Assistant	0.15	9,376							yes			9,376	0	0	0%
Ray Lopes	Assistant	1.00	80,017		5,000	1,200				yes			80,017	6,200	0	0%
Mike Freeman	Assistant	1.00	25,001		10,000	1,200				yes			25,001	11,200	0	0%
Men's Track & XC																
Wayne Phipps	Hd Coach	1.00	55,232	%	8,000	960	450				yes		55,232	8,960	0	40%
Julie Taylor	Assistant	0.50	24,917	**		312							24,917	312	0	51%
VACANT	Assistant	0.25	4,139	**		312							4,139	312	0	New
Golf																
Jon Reehoorn	Hd Coach	0.07	2,520			67							2,520	67	0	0%
John Means	Hd Coach	0.76	27,363		5,000	729							27,363	5,729	0	New
Tennis																
Jeff Beaman	Hd Coach	0.50	18,137		3,000	480					yes		18,137	3,480	0	0%

Intercollegiate Athletics Compensation Report

University of Idaho

FY2011 Estimated Compensation

Depart/Name/Title	Compensation					Contract Bonus			Other		Multi-Yr Contract	All Compensation			Base Salary Annualized Change
	FTE	Base Salary	Camps/ Clinics	Media	Equip Co & Other^^	Grad Rate	Winning Perform.	Other	Club Memb.	Car		State Approp.	Program Revenue	All Other	
Women's Sports															
Basketball															
Jon Newlee Hd Coach	1.00	90,001			15,000			1,104	yes		yes	90,001	16,104	0	0%
Gavin Petersen Assistant	1.00	50,003						1,104	yes			50,003	1,104	0	0%
Christa Sanford Assistant	1.00	35,006						1,104	yes			35,006	1,104	0	0%
Karen Petersen Assistant	1.00	25,001						1,104	yes			25,001	1,104	0	0%
Women's Track & XC															
Yogi Teevens Hd Coach	0.38	20,384				450		364			yes	20,384	364	0	0%
Julie Taylor Assistant	0.50	24,917 **						312				24,917	312	0	51%
VACANT Assistant	0.25	4,139 **						312				4,139	312	0	New
Volleyball															
Debbie Buchanan Hd Coach	1.00	83,033	9,000	15,000	1,056				yes		yes	83,033	16,056	9,000	0%
Steve Whitaker Assistant	1.00	35,422	4,500	5,000	1,056							35,422	6,056	4,500	0%
Moritz Moritz Assistant	1.00	37,444	4,500	5,000	1,056							37,444	6,056	4,500	0%
Women's Soccer															
Peter Showler Hd Coach	1.00	37,689		6,000	960				yes		yes	37,689	6,960	0	0%
Katie Schoene Assistant	1.00	24,856			624							24,856	624	0	0%
Women's Golf															
Lisa Johnson Hd Coach	1.00	42,016			960		4,232					42,016	5,192	0	0%
Tennis															
Jeff Beaman Hd Coach	0.50	18,137		3,000	480						yes	18,137	3,480	0	0%
Women's Swimming															
Tom Jager Hd Coach	1.00	53,518		15,000	960				yes		yes	53,518	15,960	0	0%
Adriana Quirke Assistant	1.00	23,670			480							23,670	480	0	0%

^50 paid by Advancement

^^includes cell phone stipend

%Amounts reflect full position; .5 FTE for 3/4 year due to Visa issues; some IH earnings not included

** Expected restructure of Track Program will result in different wages for all coaches. Vacant postion is place holder for replacement for Yogi Teevens

**Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2010 Actual 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:														
Gary Picone	Director, Athletics	1.00	69,944						No	Yes	No	40,567		29,377
Brooke Cushman	Asst. Director	1.00	43,260						No	Yes	No	21,630		21,630
Tracy Collins	Trainer	1.00	37,598						No	No	No	37,598		
Burdette Greeny	Trainer Asst.	0.62	20,000						No	No	No			20,000
Paul Thompson	Athl. Advancement	0.31	9,903						No	No	No	9,903		
Robin Bogar	Admin. Asst. 1	1.00	28,371	600					No	No	No	28,371	600	
Julee King	Admin. Asst. 1	1.00	31,167						No	No	No	10,597		20,570
Men's Sports														
Basketball														
Tim Walker	Head Coach	1.00	45,669	7,800					No	Yes	No	45,669	7,800	
Tim Collins	Asst. Coach	0.16	5,000	3,000					No	No	No		8,000	
Baseball														
Ed Cheff	Head Coach	1.00	82,737						No	Yes	No	82,737		
Gus Knickrehm	Asst. Coach	1.00	37,814						No	No	No	37,814		
Allen Balmer	Asst. Coach	0.66	21,200						No	No	No	18,444	2,756	
Cross-Country														
Mike Collins	Head Coach	0.09	8,035						No	No	No	6,887	1,148	
Tennis														
Kai Fong	Head Coach	0.14	6,467						No	No	No	6,467		
Golf														
Paul Thompson	Head Coach	0.12	8,102						No	No	No	8,102		
Steve Tilden	Asst. Coach	0.08	2,500						No	No	No		2,500	

Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2010 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														
Brian Orr	Head Coach	1.00	47,451	7,125					No	Yes	No	47,451	7,125	
Janeen Nelson	Asst. Coach	0.16	5,000						No	No	No		5,000	
Cross-Country														
Mike Collins	Head Coach	0.09	8,030						No	No	No	6,882	1,148	
Track														
Mike Collins	Head Coach	0.13	11,298						No	No	No	10,149	1,149	
Volleyball														
Jennifer Greeny	Head Coach	1.00	43,672						No	Yes	No	43,672		
Burdette Greeny	Asst. Coach	0.16	5,000						No	No	No		5,000	
Amy Flaig	Asst. Coach	0.06	2,000						No	No	No		2,000	
Tennis														
Kai Fong	Head Coach	0.14	6,467						No	No	No	6,467		
Golf														
Paul Thompson	Head Coach	0.18	12,003						No	No	No	12,003		
Steve Tilden	Asst. Coach	0.08	2,500						No	No	No		2,500	

**Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2011 Estimated Compensation**

Depart/Name/Title	FTE	Compensation				Contract Bonus			Other			All Compensation			Base Salary
		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	Annualized Change
Athletic Administration:															
Gary Picone	Director, Athletics	1.00	69,944						No	Yes	No	40,567		29,377	0%
Brooke Cushman	Assoc. Director	1.00	53,610						No	Yes	No	31,980		21,630	24% vacancy
Tracy Collins	Trainer	1.00	37,598						No	No	No	37,598			0%
Burdette Greeny	Trainer Asst.	0.56	20,000						No	No	No		20,000		0%
Paul Thompson	Athl. Advancement	0.31	9,903						No	No	No	9,903			0%
Katie Savage	Admin. Asst. 1	1.00	28,371						No	No	No	28,371			0%
Julee King	Admin. Asst. 1	1.00	31,167						No	No	No	10,597		20,570	0%
Men's Sports															
Basketball															
Tim Walker	Head Coach	0.75	34,252	9,000					No	Yes	No	34,252	9,000		0%
Austin Johnson	Asst. Coach	0.16	5,000						No	No	No		5,000		0%
Baseball															
Vacant (Cheff)	Head Coach	1.00	24,503						No	Yes	No	24,503			0% Actual contract and vacation payoff in FY11 due to employee retirement
Gary Picone	Interim Head Coach		17,250						No	Yes	No	17,250			N/A One-time payment for additional duties as Baseball Head Coach
Gus Knickrehm	Asst. Coach	1.00	37,814						No	No	No	37,814			0%
Allen Balmer	Asst. Coach	0.70	21,200						No	No	No	21,200			0%
Cross-Country															
Mike Collins	Head Coach	0.09	8,026						No	No	No	6,841	1,185		0%
Tennis															
Kai Fong	Head Coach	0.14	6,467						No	No	No	6,467			0%
Golf															
Paul Thompson	Head Coach	0.12	8,102						No	No	No	8,102			0%
Clifford Carrick	Asst. Coach	0.08	2,500						No	No	No		2,500		0%

Intercollegiate Athletics Compensation Report
 Lewis-Clark State College
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 Page 2

Depart/Name/Title	FTE	Compensation				Maximum Contract		Bonuses		Perks		Multi-Yr Contract	All Compensation			Base Salary Annualized Change
		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																
Brian Orr Head Coach	1.00	47,451	5,750						No	Yes	No		47,451	5,750		0%
Derek Pegram Asst. Coach	0.16	5,000							No	No	No			5,000		0%
Cross-Country																
Mike Collins Head Coach	0.09	8,026							No	No	No		6,841	1,185		0%
Track																
Mike Collins Head Coach	0.13	11,311							No	No	No		10,124	1,187		0%
Volleyball																
Jennifer Greeny Head Coach	1.00	43,672							No	Yes	No		43,672			0%
Burdette Greeny Assoc. Head Coach	0.16	5,000							No	No	No			5,000		0%
Amy Flaig Asst. Coach	0.06	2,000							No	No	No			2,000		0%
Tennis																
Kai Fong Head Coach	0.14	6,467							No	No	No		6,467			0%
Golf																
Paul Thompson Head Coach	0.18	12,003							No	No	No		12,003			0%
Clifford Carrick Asst. Coach	0.08	2,500							No	No	No			2,500		0%

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

SUBJECT

Intercollegiate Gender Equity and Athletics Limits

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.T.2 and III.T.3.

BACKGROUND/DISCUSSION

Board policy III.T.3.a establishes limits on the amount of general education funds and institutional funds an institution can allocate to athletics. General education funds consist of state General Funds, endowment funds, and appropriated student fees. Institutional funds consist of revenues outside the athletics program and include, for example, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative fees charged to revenue-generating accounts across campus.

These limits are adjusted annually at the same rate of change as the general education appropriation. Historically the Board has not formally approved the limits, but those limits have been included in the athletics budgets accepted by the Board in June. Board policy provides that general education funds above the limit can be allocated for implementation of institutional gender equity plans. The Discussion section of the prior eight year's athletics agenda noted the intent of the Board by clarifying that general education funds above the limit can be allocated for additional women's programs, addressing gender equity issues.

Title IX of the Education Amendments of 1972 is the federal legislation that bans gender 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."

In regard to intercollegiate athletics, the US 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. All three tests must be met for an institution to be considered in compliance.

First, financial assistance must be substantially proportionate to the ratio of male and female athletes. Institutions within 1% variance are considered compliant.

Second, 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

Compliance is measured on a program-wide basis, not on a sport-by-sport basis.

Third, the selection of sports and the level of competition must accommodate the students' interests and abilities using one of 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.

IMPACT

Athletics Limits

Since the limit for general education funds is calculated on the total of state General Funds, endowment and appropriated student fees, some years the limit has increased when the state funding for higher education decreased. This is true for the limit calculated for FY 2012. As seen in Attachment 1 on page 7, line 8 shows the increase in general education funds of 7.52%. This is a result of a reduction in state funds (line 9) of -1.31% being offset by an increase in student fees (line 10) of 21.13%.

The resulting FY 2012 limit for general education funds for the universities (lines 12-13) would be \$2,381,200 which is a 7.52% increase over the FY 2011 limit of \$2,214,700, or \$166,500. The FY 2012 limit for general education funds for Lewis-Clark State College (lines 14-15) would be \$885,200 which is a 7.52% increase over the FY 2011 limit of \$823,300, or \$61,900. The limits for institutional funds would also increase by 7.52% for each institution (lines 18-26). Management of the institutions have the discretion to not spend up to the limit, however, all the universities have budgeted the total limit in their FY 2011 athletics budgets (while the overall General Fund appropriation dropped by 10.6%). The Board may want to consider whether the calculated athletic limit increase for FY 2012 is reasonable in the current economic climate.

Gender Equity

The Gender Equity Reports show an original base year of FY 2005, and the forecast through FY 2016. The reports also show the breakdown by gender of full-time students and athletes. Finally, the gender equity reports show the participants by sport for both men's and women's programs including the addition

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or elimination of any programs. With the current report, staff asked the institutions to break out the annual gender equity costs and funding sources.

For the base year FY 2005, ISU and UI show their annual gender equity costs, while BSU shows the annual gender equity costs for the two sports added since FY 1979. LCSC does not show gender equity costs because the institution did not exceed the Board established limits on athletic expenditures.

The gender equity reports, starting on page 9, show additional costs through FY 2016 for Student Aid (line 11), Benefits (line 12), and New Programs (line 13). Under New Programs, sports programs either being added or removed are listed. Start-up costs may be shown in the year prior to full implementation. Finally, a line for inflation on existing programs is included.

The institutions' estimates for general education funds above the limit allocated to gender equity plans for FY 2010 and FY 2011 are shown below. The first column shows the FY 2011 increase in estimated gender equity costs, and what those costs represent as a percent of the prior year's amount of gender equity funds above the general education funds limit. The second and third columns show the general education funds above the limit, and the fourth column shows the percentage increase in those funds.

	<u>FY11 Gender Equity Increase</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>% Inc.</u>
BSU	\$150,153 Aid/Inflation, 15.4%	\$ 976,872	\$ 976,872	0.0%
ISU	\$ 23,658 Student Aid, 3.7%	\$ 646,500	\$ 721,500	11.6%
UI	\$201,427 Non-program, 23.8%	\$ 846,560	\$1,632,885	92.9%

The same methodology as above is used to show the institutions' estimates for general education funds above the limit allocated to gender equity plans for FY 2011 and FY 2012:

	<u>FY12 Gender Equity Increase</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>% Inc.</u>
BSU	\$83,002 Inflation, 8.4%	\$ 976,872	\$1,026,872	5.0%
ISU	\$26,024 Student Aid, 3.6%	\$ 721,500	\$ 796,500	10.4%
UI	\$142,932 Non-program, 8.8%	\$1,632,885	\$1,632,885	0.0%

ATTACHMENTS

Attachment 1	Chart identifying the Board limits for general education and institutional funds	Page 5
Attachment 2	Boise State University Gender Equity Report	Page 7
Attachment 3	Idaho State University Gender Equity Report	Page 8
Attachment 4	University of Idaho Gender Equity Report	Page 9
Attachment 5	Lewis-Clark State College Gender Equity Report	Page 10

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STAFF COMMENTS AND RECOMMENDATIONS

The significant reductions in state funding for higher education over the past several years have been partially mitigated by increases in tuition and fees. As a result, the financial burden of the cost of college is slowly but steadily being shifted upon the students. In the current economic climate, higher education is certain to face another round of budget cuts in FY 2012.

When the realities of higher education funding are juxtaposed with the Board's 60% goal, it stands to reason that the Board must prioritize the institution's limited resources. As such, staff recommends no increase in the general education and institutional funds limits for athletics. While gender equity must remain a priority for the Board and the institutions, staff also recommends no increase in general education funds above the limit allocated for gender equity.

BOARD ACTION

I move to waive application of Board Policy III.T.3. and to freeze the general education funds and institutional funds limit for athletics at the FY 2011 level, and to freeze the general education funds above the limit allocated for gender equity costs at the FY 2010 level.

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:	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
2	General Education Funds:								
3	General Education Allocation:								
4	General Account	223,366,200	233,182,000	243,726,400	259,296,600	276,181,100	243,278,100	217,510,800	214,670,600
5	Endowment	10,020,500	9,519,600	7,624,800	7,851,500	8,595,000	9,616,400	9,616,400	9,616,600
6	Student Fee Revenue	97,207,800	107,907,800	119,823,900	124,329,300	127,108,700	133,651,800	146,341,600	177,262,700
7	Total	330,594,500	350,609,400	371,175,100	391,477,400	411,884,800	386,546,300	373,468,800	401,549,900
8	% Growth: General Ed. Funds	5.87%	6.05%	5.87%	5.47%	5.21%	-6.15%	-3.38%	7.52%
9	% Growth: General Account	2.46%	4.39%	4.52%	6.39%	6.51%	-11.91%	-10.59%	-1.31%
10	% Growth: Student Fees			11.04%	3.76%	2.24%	5.15%	9.49%	21.13%
11	Limits:	0.00%	11.01%						
12	Universities	1,960,500	2,079,200	2,201,200	2,321,600	2,442,600	2,292,300	2,214,700	2,381,200
13	% Growth from Prior Year	5.87%	6.05%	5.87%	5.47%	5.21%	-6.15%	-3.39%	7.52%
14	Lewis-Clark State College	728,900	773,000	818,300	863,100	908,100	852,200	823,400	885,300
15	% Growth from Prior Year	5.87%	6.05%	5.86%	5.47%	5.21%	-6.16%	-3.38%	7.52%
16									
17	Institutional Funds:								
18	Limits:								
19	Boise State University	306,800	325,400	344,500	363,300	382,200	358,700	346,600	372,700
20	% Growth from Prior Year	5.87%	6.06%	5.87%	5.46%	5.20%	-6.15%	-3.37%	7.53%
21	Idaho State University	429,400	455,400	482,100	508,500	535,000	502,100	485,100	521,600
22	% Growth from Prior Year	5.87%	6.05%	5.86%	5.48%	5.21%	-6.15%	-3.39%	7.52%
23	University of Idaho	613,500	650,600	688,800	726,500	764,400	717,400	693,100	745,200
24	% Growth from Prior Year	5.87%	6.05%	5.87%	5.47%	5.22%	-6.15%	-3.39%	7.52%
25	Lewis-Clark State College	122,700	130,100	137,700	145,200	152,800	143,400	138,500	148,900
26	% Growth from Prior Year	5.87%	6.03%	5.84%	5.45%	5.23%	-6.15%	-3.42%	7.51%

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Intercollegiate Athletics Gender Equity

Boise State University

			Base Year						Actual						Estimate					
			FY05	FY06	FY07	FY08	FY09	FY10							FY11	FY12	FY13	FY14	FY15	FY16
1	FT Students:	Male	4,820	4,820	4,868	5,313	5,430	5,594							5,650	5,706	5,764	5,821	5,879	5,938
2		Female	5,365	5,365	5,419	5,906	6,085	6,544							6,609	6,676	6,742	6,810	6,878	6,947
3	%	Male	47%	47%	47%	47%	47%	46%							46%	46%	46%	46%	46%	46%
4		Female	53%	53%	53%	53%	53%	54%							54%	54%	54%	54%	54%	54%
5	Athletes:	Male	208	190	195	248	261	266							271	273	260	259	259	259
6		Female	125	141	150	230	262	275							306	307	262	288	288	288
7	Female Student Athletes Needed		107	70	67	46	30	36							11	12	42	15	15	15
8	%	Male	62%	57%	57%	52%	50%	49%							47%	47%	50%	47%	47%	47%
9		Female	38%	43%	43%	48%	50%	51%							53%	53%	50%	53%	53%	53%
10	Gender Equity Costs		Legal Reference (Note B)																	
11	Student Aid	HEW OCR Policy Interpretation Part VII.A.	191,508	21,350	(400)	147,612	185,672	182,719							43,611					
12	Benefits	HEW OCR Policy Interpretation Part VII.B.	367,441	73,710	(4,250)	46,420	(12,370)	32,745												
13	New Programs	HEW OCR Policy Interpretation Part VII.C.																		
14	Skiing		115,992	42,940	(124,016)	(6,156)											146,000	644,108	(133,000)	73,000
15	Swimming				193,285	(47,803)	95,113	53,629												
16	Softball					70,869	705,662	(343,315)												
17	TBD																			
18	Inflation on existing GE costs			0	0	0									106,542	82,302	79,524	80,000	188,377	145,752
19	Total Gender Equity Costs		674,941	812,941	877,560	1,088,502	2,062,579	1,988,357							2,138,510	2,220,812	2,446,336	3,170,444	3,225,821	3,444,573
20	Gender Equity Costs per female participant		5,400	5,766	5,850	4,733	7,872	7,230							6,989	7,234	9,337	11,008	11,201	11,960
21	Percentage Increase			6.8%	1.5%	-19.1%	66.3%	-8.2%							-3.3%	3.5%	29.1%	17.9%	1.7%	6.8%
22	Gender Equity Funds																			
23	Student Fees		50,000	50,000	50,000	50,000	197,000	197,000							197,000	325,000	325,000	465,000	465,000	535,000
24	Program Revenue		150,000	150,000	150,000	30,487	376,000	200,000							310,836	185,160	254,510	259,140	369,848	351,723
25	Boosters/Foundation		35,935	23,663	66,646	0	248,898	274,765							298,688	300,000	425,000	540,982	400,000	425,000
26	Value of Student Fee Waivers		55,400	61,536	41,492	110,019	149,702	219,896							241,886	266,074	292,682	321,950	354,145	389,559
27	Institutional Funds		279,872	417,872	467,872	783,872	976,872	976,872							976,872	1,026,872	1,026,872	1,456,441	1,505,146	1,606,759
28	State General Funds		103,734	109,870	101,550	114,124	114,107	119,824							113,228	117,706	122,273	126,931	131,683	136,531
29	Total Gender Equity Funds		674,941	812,941	877,560	1,088,502	2,062,579	1,988,357							2,138,510	2,220,812	2,446,336	3,170,444	3,225,821	3,444,573
30	Participants by Sports (actual per EADA report)																			
31	Men's Programs: Note A																			
32	Football		108	101	106	102	106	109							109	110	106	105	105	105
33	Basketball		14	14	14	16	15	15							16	16	14	14	14	14
34	Track and Field/Cross Country		36	30	30	78	85	91							94	95	90	90	90	90
35	Tennis		10	10	10	13	14	13							11	12	10	10	10	10
36	Wrestling		30	25	25	30	32	29							32	30	30	30	30	30
37	Golf		10	10	10	9	9	9							9	10	10	10	10	10
38	Male Participants		208	190	195	248	261	266							271	273	260	259	259	259
39	Women's Programs: Note A																			
40	Basketball		14	15	15	17	15	15							15	13	15	15	15	15
41	Volleyball		13	15	15	19	15	17							16	15	15	15	15	15
42	Gymnastics		16	20	20	25	22	18							19	18	20	20	20	20
43	Swimming and Diving		0	0	15	26	30	27							28	27	30	30	30	30
44	Ski		5	10	0	0	0	0							0	0	0	0	0	0
45	Soccer		25	25	25	28	26	29							28	29	25	25	25	25
46	Golf		8	10	10	8	8	9							9	10	10	10	10	10
47	Tennis		8	10	10	9	8	8							8	10	10	10	10	10
48	Track and Field/Cross Country		36	36	40	98	119	132							162	165	117	117	117	117
49	Softball		0	0	0	0	19	20							21	20	20	20	20	20
50	TBD		0	0	0	0	0	0							0	0	0	26	26	26
51	TBD		0	0	0	0	0	0							0	0	0	0	0	0
52	Female Participants		125	141	150	230	262	275							306	307	262	288	288	288
53	Total Participants		333	331	345	478	523	541							577	580	522	547	547	547

Note A: All numbers based on Title IX Participant Definition. Excludes Degree Completion students.

Track and Field/Cross Country: Accounts for track indoor, track outdoor, x country as 3 sports.

Note B: Dept. of Health, Education, and Welfare; Office of Civil Rights; Policy Interpretation: Title IX and Intercollegiate Athletics, December 11, 1979

Boise State Footnotes:

1 FY05 (Base Year) Gender Equity Costs reflect the FY05 expenditure for soccer and skiing (the two sports added since 1979. Previous year's gender equity expenditures are not reflected in this report.

2 FY05-FY10 Gender Equity Costs reflect the incremental expenditures for the four sports BSU added since 1979

3 FY11-FY16 Inflation on existing GE costs reflect the annual incremental increase reflected on Boise State's gender equity plan to obtain proportionality.

Intercollegiate Athletics Gender Equity
Idaho State University

			See Note A Base Year						Estimate					
			Actual											
			FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
1	FT Students:	Male	2,946	2,946	3,520	3,196	3,301	3,687	3,724	3,761	3,799	3,837	3,875	3,914
2		Female	3,767	3,767	4,212	3,699	3,710	3,939	3,978	4,018	4,058	4,099	4,140	4,181
3	%	Male	44%	44%	46%	46%	47%	48%	48%	48%	48%	48%	48%	48%
4		Female	56%	56%	54%	54%	53%	52%	52%	52%	52%	52%	52%	52%
5	Athletes:	Male	168	224	223	198	186	186	178	176	176	176	176	176
6		Female	121	173	179	166	150	146	173	174	174	174	194	194
7	Female Student Athletes Needed		94	113	88	63	59	53	17	14	14	14	(6)	(6)
8	%	Male	58%	56%	55%	54%	55%	56%	51%	50%	50%	50%	48%	48%
9		Female	42%	44%	45%	46%	45%	44%	49%	50%	50%	50%	52%	52%
10	Gender Equity Costs: Legal Reference (Note B)													
11	Student Aid	HEW OCR Policy Interpretation Part VII.A.						21,836	23,658	26,024	28,626	39,361		
12	Benefits	HEW OCR Policy Interpretation Part VII.B.												
13	New Programs	HEW OCR Policy Interpretation Part VII.C.												
14	Softball			134,593	195,079	(23,838)	(37,120)	29,863				114,600	277,460	43,520
15	New Sport													
16	Inflationary Costs (Note C)			0	0	0	0	0	0	0	0	0	0	0
17	Total Gender Equity Costs		868,500	1,003,093	1,198,172	1,174,334	1,137,214	1,188,913	1,212,571	1,238,595	1,267,221	1,421,182	1,698,642	1,742,162
18	Gender Equity Costs per female participant		7,178	5,798	6,694	7,074	7,581	8,143	7,009	7,118	7,283	8,168	8,756	8,980
19	Percentage Increase			-19.2%	15.4%	5.7%	7.2%	7.4%	-13.9%	1.6%	2.3%	12.1%	7.2%	2.6%
20	Gender Equity Funds													
21	Student Fees		255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000
22	Program Revenue		55,000	4,176	19,653	48,029	6,503	5,692	29,253	5,000	5,000	5,000	5,000	5,000
23	Boosters/Foundation		32,000	30,723	38,071	44,753	39,768	33,859	34,883	35,187	35,200	35,904	36,622	37,355
24	Value of Student Fee Waivers													
25	Institutional Funds													
26	General Education Funds above limit		526,500	626,500	626,500	646,500	646,500	646,500	721,500	796,500	871,500	946,500	1,021,500	1,096,500
27	Total Gender Equity Funds		868,500	916,399	939,224	994,282	947,771	941,051	1,040,636	1,091,687	1,166,700	1,242,404	1,318,122	1,393,855
28	Participants by Sports (actual per EADA report)													
29	Men's Programs: Note D													
30	Football		86	92	84	87	80	81	85	85	85	85	85	85
31	Basketball		15	16	18	14	16	15	16	14	14	14	14	14
32	Track and Field/Cross Country		50	100	105	82	83	84	70	70	70	70	70	70
33	Tennis		7	8	9	8	7	6	7	7	7	7	7	7
34	Wrestling		0	0	0	0	0	0	0	0	0	0	0	0
35	Golf		10	8	7	7	0	0	0	0	0	0	0	0
36	Male Participants		168	224	223	198	186	186	178	176	176	176	176	176
37	Women's Programs: Note C													
38	Basketball		14	18	15	15	14	15	14	16	16	16	16	16
39	Volleyball		11	14	16	13	13	17	14	14	14	14	14	14
40	Gymnastics		0	0	0	0	0	0	0	0	0	0	0	0
41	Swimming and Diving		0	0	0	0	0	0	0	0	0	0	0	0
42	Ski		0	0	0	0	0	0	0	0	0	0	0	0
43	Soccer		21	23	23	22	23	24	28	24	24	24	24	24
44	Golf		11	10	9	8	6	8	7	9	9	9	9	9
45	Tennis		7	9	9	7	9	9	9	9	9	9	9	9
46	Track and Field/Cross Country		57	99	87	81	68	59	85	82	82	82	82	82
47	Softball		0	0	20	20	17	14	16	20	20	20	20	20
48	New Sport		0	0	0	0	0	0	0	0	0	20	20	20
49	TBD		0	0	0	0	0	0	0	0	0	0	0	0
50	Female Participants		121	173	179	166	150	146	173	174	174	174	194	194
51	Total Participants		289	397	402	364	336	332	351	350	350	350	370	370

Note A: Base Year FY 2005 should include annual costs to be in compliance with gender equity accumulated since implementation of gender equity initiatives

Note B: Dept. of Health, Education, and Welfare; Office of Civil Rights; Policy Interpretation: Title IX and Intercollegiate Athletics, December 11, 1979

Note C: Inflationary costs include inflation starting FY 2006 on accumulated gender equity costs through Base Year 2005

Note D: All numbers based on Title IX Participant Definition. Excludes Degree Completion students.

Track and Field/Cross Country: Accounts for track indoor, track outdoor, x country as 3 sports.

Intercollegiate Athletics Gender Equity
University of Idaho

			See Note A Base Year						Estimate					
			Actual											
			FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
1	FT Students:	Male	4,562	4,419	4,325	4,367	4,400	4,561	4,651	4,745	4,669	4,719	4,814	4,910
2		Female	3,738	3,628	3,602	3,643	3,790	3,918	3,997	4,076	4,228	4,356	4,443	4,532
3	%	Male	55%	55%	55%	55%	54%	54%	54%	54%	53%	52%	52%	52%
4		Female	45%	45%	45%	45%	46%	46%	46%	46%	47%	48%	48%	48%
5	Athletes:	Male	245	246	252	240	238	221	224	225	223	222	222	220
6		Female	174	178	174	174	198	181	185	189	193	193	196	196
7	Female Student Athletes Needed		27	24	36	26	7	9	8	4	9	12	9	7
8	%	Male	58%	58%	59%	58%	55%	55%	55%	54%	54%	53%	53%	53%
9		Female	42%	42%	41%	42%	45%	45%	45%	46%	46%	47%	47%	47%
10	Gender Equity Costs: Legal Reference (Note B)													
11	Student Aid	HEW OCR Policy Interpretation Part VII.A.	419,460	62,526	35,460	(1,504)	24,283	111,985	89,304	93,769	98,458	103,381	108,550	113,977
12	Benefits	HEW OCR Policy Interpretation Part VII.B.		(187,704)	(69,757)	333,462	(44,480)	4,028	106,256	45,000	25,000	30,000	35,000	40,000
13	New Programs	HEW OCR Policy Interpretation Part VII.C.												
14														
15														
16	Inflationary Costs (Note C)			20,637	0	5,395	643	0	5,867	4,163	3,704	4,001	4,306	4,619
17	Total Gender Equity Costs		3,319,171	3,214,630	3,180,333	3,517,686	3,498,132	3,614,145	3,815,572	3,958,505	4,085,666	4,223,048	4,370,905	4,529,502
18	Gender Equity Costs per female participant		19,076	18,060	18,278	20,217	17,667	19,968	20,625	20,944	21,169	21,881	22,301	23,110
19	Percentage Increase			-5.3%	1.2%	10.6%	-12.6%	13.0%	3.3%	1.6%	1.1%	3.4%	1.9%	3.6%
20	Gender Equity Funds													
21														
22														
23														
24	Value of Female Student Fee Waivers (OST)		561,355	517,960	517,280	601,687	520,991	647,540	666,000	666,000	666,000	666,000	666,000	666,000
25	All other Funds		2,338,356	2,188,610	2,128,199	2,354,402	2,130,581	2,120,045	1,516,687	1,659,620	1,786,781	1,924,163	2,072,020	2,230,617
26	General Education Funds above limit		419,460	508,060	534,854	561,597	846,560	846,560	1,632,885	1,632,885	1,632,885	1,632,885	1,632,885	1,632,885
27	Total Gender Equity Funds		3,319,171	3,214,630	3,180,333	3,517,686	3,498,132	3,614,145	3,815,572	3,958,505	4,085,666	4,223,048	4,370,905	4,529,502
28	Participants by Sports (actual per EADA report, Full & Partial)													
29	Men's Programs: Note D													
30	Football		116	116	125	108	109	102	103	105	105	105	105	105
31	Basketball		22	15	16	16	17	15	15	15	15	15	15	15
32	Track and Field/Cross Country		87	94	90	97	97	85	87	87	86	85	85	83
33	Tennis		9	10	12	9	7	11	11	10	9	9	9	9
34	Wrestling		0	0	0	0	0	0						
35	Golf		11	11	9	10	8	8	8	8	8	8	8	8
36	Male Participants		245	246	252	240	238	221	224	225	223	222	222	220
37	Women's Programs: Note C													
38	Basketball		19	15	16	15	14	13	14	15	16	16	16	16
39	Volleyball		16	17	16	13	15	17	17	17	17	17	17	17
40	Gymnastics		0	0	0	0	0	0						
41	Swimming and Diving [FY04]		17	20	25	24	24	25	25	25	26	26	28	28
42	Ski		0	0	0	0	0	0						
43	Soccer [FY98]		23	24	26	25	25	22	23	24	25	25	26	26
44	Golf [FY94]		8	7	7	6	7	8	8	8	8	8	8	8
45	Tennis		9	9	8	10	12	10	11	12	12	12	12	12
46	Track and Field/Cross Country		82	86	76	81	101	86	87	88	89	89	89	89
47	Softball		0	0	0	0	0	0						
48	Lacrosse		0	0	0	0	0	0						
49	TBD		0	0	0	0	0	0						
50	Female Participants		174	178	174	174	198	181	185	189	193	193	196	196
51	Total Participants		419	424	426	414	436	402	409	414	416	415	418	416

Note A: Base Year FY 2005 should include annual costs to be in compliance with gender equity accumulated since implementation of gender equity initiatives

Note B: Dept. of Health, Education, and Welfare; Office of Civil Rights; Policy Interpretation: Title IX and Intercollegiate Athletics, December 11, 1979

Note C: Inflationary costs include inflation starting FY 2006 on accumulated gender equity costs through Base Year 2005

Note D: All numbers based on Title IX Participant Definition. Excludes Degree Completion students.

Track and Field/Cross Country: Accounts for track indoor, track outdoor, x country as 3 sports.

Intercollegiate Athletics Gender Equity
Lewis-Clark State College

			See Note A											
			Base Year		Actual				Estimate					
			FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16
1	FT Students:	Male	989	931	911	947	975	1,059	1,105	1,127	1,150	1,173	1,196	1,220
2		Female	1,338	1,348	1,343	1,325	1,370	1,467	1,628	1,661	1,694	1,728	1,762	1,797
3	%	Male	43%	41%	40%	42%	42%	42%	40%	40%	40%	40%	40%	40%
4		Female	57%	59%	60%	58%	58%	58%	60%	60%	60%	60%	60%	60%
5	Athletes:	Male	82	82	76	79	94	87	86	86	86	86	86	86
6		Female	67	59	53	81	119	109	86	86	86	86	86	86
7		Female Student Athletes Needed	44	60	59	30	13	12	41	41	41	41	41	41
8	%	Male	55%	58%	59%	49%	44%	44%	50%	50%	50%	50%	50%	50%
9		Female	45%	42%	41%	51%	56%	56%	50%	50%	50%	50%	50%	50%
10	Gender Equity Costs: Legal Reference (Note B)													
11	Student Aid	HEW OCR Policy Interpretation Part VII.A.												
12	Benefits	HEW OCR Policy Interpretation Part VII.B.												
13	New Programs	HEW OCR Policy Interpretation Part VII.C.												
14	Women's Track and Field													
15	Inflationary Costs (Note C)													
16	Total Gender Equity Costs		0	0	0	0	0	0	0	0	0	0	0	0
17	Gender Equity Costs per female participant		0	0	0	0	0	0	0	0	0	0	0	0
18	Percentage Increase			0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
19	Gender Equity Funds													
20	Student Fees													
21	Program Revenue													
22	Boosters/Foundation													
23	Value of Student Fee Waivers													
24	Institutional Funds													
25	State General Funds													
26	Total Gender Equity Funds		0	0	0	0	0	0	0	0	0	0	0	0
27	Participants by Sports (actual per EADA report)													
28	Men's Programs: Note D													
29	Football													
30		Baseball	38	44	44	37	42	37	35	35	35	35	35	35
31		Basketball	14	10	12	10	13	10	15	15	15	15	15	15
32		Track and Field/Cross Country	13	10	6	16	18	18	17	17	17	17	17	17
33		Tennis	8	9	9	8	13	15	10	10	10	10	10	10
34		Wrestling												
35		Golf	9	9	5	8	8	7	9	9	9	9	9	9
36	Male Participants		82	82	76	79	94	87	86	86	86	86	86	86
37	Women's Programs: Note C													
38		Basketball	12	10	11	11	11	11	15	15	15	15	15	15
39		Volleyball	13	14	12	13	17	16	21	21	21	21	21	21
40		Gymnastics												
41		Swimming and Diving												
42		Ski												
43		Soccer												
44		Golf	12	8	10	9	10	10	13	13	13	13	13	13
45		Tennis	13	11	11	9	14	14	11	11	11	11	11	11
46		Track and Field/Cross Country	17	16	9	39	67	58	26	26	26	26	26	26
47		Softball												
48		Lacrosse												
49		TBD												
50	Female Participants		67	59	53	81	119	109	86	86	86	86	86	86
51	Total Participants		149	141	129	160	213	196	172	172	172	172	172	172

Note A: Base Year FY 2005 should include annual costs to be in compliance with gender equity accumulated since implementation of gender equity initiatives

Note B: Dept. of Health, Education, and Welfare; Office of Civil Rights; Policy Interpretation: Title IX and Intercollegiate Athletics, December 11, 1979

Note C: Inflationary costs include inflation starting FY 2006 on accumulated gender equity costs through Base Year 2005

Note D: All numbers based on Title IX Participant Definition. Excludes Degree Completion students.

Track and Field/Cross Country: Accounts for track indoor, track outdoor, x country as 3 sports.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

SUBJECT

Athletics policy amendment – first reading

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

The current Board policy on intercollegiate athletics is in need of clarifying language as it relates to definitions of funding sources, athletics funds limits and gender equity.

Policy defines “general education funds” as “funds that are appropriated to the institutions (state general account).” Policy needs to be revised to clarify that “general education funds” include state General Funds, endowment funds, and appropriated student fees. The proposed policy revision also clarifies the possible sources of revenues for institutional funds.

Current policy, III.T.3.a., provides the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans. There is no definition of gender equity. The proposed revision adds the following:

- A brief definition of gender equity as provided under Title IX of the Higher Education Amendments Act of 1972,
- Requirement for an annual gender equity report, and
- Requirement that the limits on General Education Funds, Institutional funds, and any other funds used for achieving gender equity at each institution shall be approved annually by the Board.

Finally, the revisions would require Board approval of the annual limits on athletics expenditures and gender equity.

IMPACT

The proposed policy revisions for athletics will better define funding sources and gender equity, require Board approval for all athletics limits, and require an annual gender equity report. These changes will provide the Board, institutions, and staff clearer understanding of the source of athletics revenues, greater oversight by the Board, and a method to show how the institutions are addressing compliance with Title IX.

ATTACHMENTS

Attachment 1 - Section V.X. – Intercollegiate Athletics – First Reading	Page 3
Attachment 2 - Section III.T. – Student Athletes – First Reading	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The reports reviewed for athletics mainly pertain to revenues and expenses and staffing. Therefore, staff recommends moving the financial section of the

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

Intercollegiate Athletics policy from Section III, Postsecondary Affairs, to Section V, Financial Affairs. The policy would be included in Section V.X., Intercollegiate Athletics (only those changes that would be made to current policy are redlined.) Section III.T.5, Student Athletes-Conduct, would remain in Section III.

The substantive changes to the athletics policy include the clarification of funding sources and calculation of limits, definition of gender equity, reporting requirements for gender equity, and the requirement for Board approval on all athletics limits including gender equity. Also, the requirement for inclusion of athletic fee waivers is removed because the waivers are reported in April as part of the Tuition Waivers Report.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy moving Section III.T., Intercollegiate Athletics to Section V.X., Intercollegiate Athletics, and renumber Section III.T.5., Student Athletes – Conduct, as Section III.T.1. with all revisions as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: X. Intercollegiate Athletics

April 2011

1. Philosophy

The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for, and control of, institutional activities in this area rest with the Board.

In the area of intercollegiate athletics, the Board seeks to establish programs which:

- a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;
- b. reflect accurately the priorities and academic character of its institutions;
- c. fuel school spirit and community involvement; and
- d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation; and
- e. make continuous progress toward compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics.

Given these goals, the Board has a continuing concern and interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, ~~regulations~~ policies governing the conduct of athletic programs at its institutions.

2. Policies

The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.

The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds used by intercollegiate athletics shall be defined in the following categories:

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: X. Intercollegiate Athletics

April 2011

- a. General Education Funds – includes the funds ~~that are~~ appropriated to the institutions (state ~~g~~General ~~account~~ Funds, endowment funds, and appropriated tuition and student fees).
 - ~~b. Institutional Funds – includes any funds generated by the institution outside the athletic programs.~~
 - ~~e.b.~~ b. Student Activity Fee Revenue – includes revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program.
 - ~~d.c.~~ c. Program Funds – includes revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.
 - d. Institutional Funds – includes any funds generated by the institution outside the ~~athletic programs~~ funds listed in a., b., and c. above including, but not limited to, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative fees charged to revenue-generating accounts across campus.
3. Funds allocated and used by athletic program from the above sources are limited as follows:
- a. General ~~e~~E ~~f~~Funds – ~~shall not exceed \$665,500 for the universities and \$247,500 for Lewis Clark State College for Fiscal Year 1987. In subsequent years, t~~The limits for General Education Funds shall be computed by an adjustment for the limit approved by the Board in the previous year adjusted upward or downward to correspond to the rate of change in the current fiscal year on-going appropriated General eEducation fFunds compared to the ongoing General Education Funds allocated by the Board appropriated in the prior fiscal year. Such limits shall be approved annually 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.
 - b. 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 fiscal year 2000. In subsequent years, these~~The limits for Institutional Funds shall be computed by an adjustment for the limit approved by the Board in the previous year adjusted upward or downward to correspond to the rate of change in the current fiscal year on-going state gGeneral eEducation fFunds compared to the ongoing General Education Funds allocated by the Board appropriated in the prior fiscal year. Such limits shall be approved annually by the Board.

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GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: X. Intercollegiate Athletics

April 2011

- c. Student Activity ~~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.
- d. Program funds – the institutions can use the program funds generated, without restriction.

The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions ~~must~~ shall submit a plan ~~to the for~~ Board approval that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.

Donation to athletics at an institution must be made and reported according to policy. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.

4. Gender Equity

- a. Gender equity means compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics. Congress delegated authority to promulgate regulations (34 C.F.R. §106.41) for determining whether an athletics program complies with Title IX. The U.S. Department of Education, through its Office of Civil Rights (OCR) is responsible for enforcing Title IX.
- b. The limits for each institution as described in paragraph 3, above, may be raised for achieving gender equity. Such limits shall be approved annually by the Board.
- c. For the February Board meeting, the chief executive officer of each institution shall prepare a gender equity report (in summary format prescribed by the Executive Director) for review and formal approval by the Board.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: X. Intercollegiate Athletics

April 2011

45. Financial Reporting.

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

- a. 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.
 - (1) Actual revenues and expenditures for the fiscal year most recently completed.
 - (2) Estimated revenues and expenditures for the current fiscal year.
 - (3) Proposed operating budget for the next budget year beginning July 1.
- b. At the February Board meeting, the following fiscal year's financial information will be reported by each institution:
 - (1) Actual revenues and expenditures for the prior four (4) fiscal years
 - (2) Estimated revenues and expenditures for the current fiscal year.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. ~~Intercollegiate Athletics~~ Student Athletes

~~June 2007~~ April 2011

~~1. Philosophy~~

~~The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.~~

~~In the area of intercollegiate athletics, the Board seeks to establish programs which:~~

- ~~— a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;~~
- ~~b. reflect accurately the priorities and academic character of its institutions;~~
- ~~c. fuel school spirit and community involvement; and~~
- ~~d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation.~~

~~Given these goals, the Board has a continuing concern and interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, regulations governing the conduct of athletic programs at its institutions.~~

~~2. Policies~~

~~The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.~~

~~The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds used by intercollegiate athletics shall be defined in the following categories:~~

- ~~a. General Education Funds — includes the funds that are appropriated to the institutions (state general account).~~
- ~~b. Institutional Funds — includes any funds generated by the institution outside the athletic programs.~~

~~June 2007~~April 2011

- ~~c. Student Fee Revenue — includes revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program.~~
 - ~~d. Program Funds — includes revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.~~
- ~~3. Funds allocated and used by athletic program from the above sources are limited as follows:~~
- ~~a. General education funds — shall not exceed \$665,500 for the universities and \$247,500 for Lewis-Clark State College for Fiscal Year 1987. 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.~~
 - ~~b. 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 fiscal year 2000. 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.~~
 - ~~c. 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.~~
 - ~~d. Program funds — the institutions can use the program funds generated, without restriction.~~

~~The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions must submit a plan to the Board that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.~~

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. ~~Intercollegiate Athletics~~ Student Athletes

~~June 2007~~ April 2011

~~Donation to athletics at an institution must be made and reported according to policy. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.~~

~~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 athletic reports shall contain 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 institutions will submit the following reports to the Board:~~

~~a. 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.~~

~~—— (1) Actual revenues and expenditures for the fiscal year most recently completed.~~

~~—— (2) Estimated revenues and expenditures for the current fiscal year.~~

~~—— (3) Proposed operating budget for the next budget year beginning July 1.~~

~~b. At the February Board meeting, the following fiscal year's financial information will be reported by each institution:~~

~~—— (1) Actual revenues and expenditures for the prior four (4) fiscal years~~

~~—— (2) Estimated revenues and expenditures for the current fiscal year.~~

~~5~~1. Student Athletes - Conduct

a. Each public college and university shall have a written policy governing the conduct of student athletes. At a minimum, those policies shall include:

~~(4)~~i. A disclosure statement completed and signed by the student athlete prior to participation in any intercollegiate athletic endeavor, which shall include a description of (1) all prior criminal convictions, (2) all prior juvenile dispositions

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. ~~Intercollegiate Athletics~~ Student Athletes

~~June 2007~~ April 2011

wherein the student was found to have committed an act that would constitute a misdemeanor or felony if committed by an adult, and (3) all pending criminal charges, including juvenile proceedings alleging any act which would constitute a misdemeanor or felony if committed by an adult.

~~(2)~~ i. This statement will be kept in the office of the athletic director. Failure to accurately disclose all incidents may result in immediate suspension from the team.

- b. Institutions shall not knowingly recruit any person as a player for an intercollegiate athletic team who has been convicted of a felony or, in the case of a juvenile, who has been found to have committed an act which would constitute a felony if committed by an adult. Exemptions to this restriction shall be granted only by the President of the college or university upon recommendation of the athletic director and faculty athletics representative. Such decisions shall be reported in writing to the Executive Director of the State Board of Education at the time the exception is granted.
- c. A student athlete convicted of a felony after enrollment, including a plea of nolo contendere on a felony charge, shall be removed from the team and shall not be allowed to participate again in intercollegiate athletics at any Idaho public college or university. Further, an institution may cancel any athletic financial aid received by a student who is convicted of a felony while the student is receiving athletic financial aid subject to NCAA regulations and the institution's applicable student judicial procedure. Nothing herein shall be construed to limit an institution from exercising disciplinary actions or from implementing student athletic policies or rules that go beyond the minimum requirements stated herein.
- d. Subject to applicable law, all institutions shall implement a drug education and testing program and shall require all intercollegiate student athletes to give written consent to drug testing as a condition of the privilege of participating in intercollegiate athletics.
- e. Institutions shall require their athletic coaches to hold an annual team meeting with their respective teams at the beginning of each season. The coaches shall be required to verbally review the team rules with team members at the meeting. Attendance at this meeting shall be mandatory. Each team member shall receive a written copy of the team rules and sign a statement acknowledging receipt of the rules and attendance at the meeting where the rules were verbally reviewed.
- f. Reporting Requirements
 - ~~(4)~~ i. Student athletes shall immediately report any criminal charges to their head coach and to the athletic director. Coaches shall be obligated to inform the athletic director of any knowledge of charges against their athletes. The

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. ~~Intercollegiate Athletics~~ Student Athletes

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athletic director shall report the same to the chief student affairs officer and to the institutional president, who shall report the same in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after learning of the charges. The report to the Executive Director shall include a description of the alleged violation of law and the institution's proposed action, if any.

~~(2)~~ ii. Coaches shall immediately report the conviction of any student athlete to the athletic director and the institutional president, who shall report the conviction in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after the conviction. This report shall include a description of the violation of law and the institution's proposed action, if any.

~~g.~~ Review Clause

~~— This policy shall be reviewed by the Board one year from the time that it goes into effect (effective date – November 16, 1995).~~

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

SUBJECT

Fiscal Officer, Banking, and Investments, Board Policy V.D – second reading

REFERENCE

December 2010 Board approved first reading

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

In December 2010 the Board approved the first reading to amend Board Policy V.D. to add, change or clarify investments permitted by the Board and improve controls.

IMPACT

These changes would provide institutions flexibility in managing their investment portfolio; standardize key control elements designed to reduce investment risk consistent with prudent management and institutional requirements; and provide for potentially higher returns consistent with institutional and State Board of Education investment policy and objectives.

ATTACHMENTS

Attachment 1 - Proposed Policy Change, 2nd Reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There was only one minor correction from the first reading. A reference to "school" in V.D.2. was stricken. Board staff recommends approval of the second reading of Board Policy V.D. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy Section V.D. Fiscal Officer, Banking, and Investments, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: D. Fiscal Officer, Banking, and Investments

~~April 2002~~ February, 2011**D. Fiscal Officers, Banking, and Investments**

1. Bursars

Each institution, ~~school~~ and agency must have a fiscal officer, titled "bursar," designated by the Board. The fiscal officer is primarily responsible for receipt and remittance of money and other evidence of indebtedness and for making reports on fiscal matters directly to the Board. The Board may, from time to time, fix additional duties for the fiscal officers and fix the amount of any performance bond. The financial vice president of each of the institutions of higher education serves as the fiscal officer and/or bursar of that institution.

2. Deposits

Each institution, ~~school~~ and agency must deposit with the state treasurer all money and other evidence of indebtedness received for or on account of the state of Idaho (Section 59-1014, Idaho Code). The University of Idaho may deposit money and other evidence of indebtedness belonging to the University of Idaho in financial institutions approved by the Board of Regents. (*Melgard* ~~Vy~~ Eagleson, 31 Idaho 411 (1918).) Deposits with the state treasurer must be made daily when the amount is \$200 or more or weekly when the amount is less than \$200 in any 24-hour period. The depositor must take in exchange a receipt from the state treasurer (Section 59-1014, Idaho Code). The University of Idaho will make deposits at the intervals provided above. By resolution, the State Board of Examiners may authorize an institution, ~~school~~ or agency to make deposits with the state treasurer less frequently, but in no event less than once a month (Section 67-2025, Idaho Code). Prior approval by the Board is required if any financial institution other than the state treasurer is to receive deposits.

3. Treasurer for Non-State Monies

The Board may authorize the fiscal officer or other employee of any institution to act as treasurer for any organization or association of students or faculty at the institution and to collect, receive, deposit, and disburse money and other evidence of indebtedness on its behalf. (Section 67-2025, Idaho Code)

4. Local Depositories

Pending payment of money or other evidence of indebtedness to the state treasurer or to the person otherwise entitled to receive the same, an institution or agency may deposit the same in a suitable bank or trust company in the state of Idaho, subject to the provisions of the public depository law, whether the money is owned by the state of Idaho or otherwise.

5. Security of Funds

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Any employee of any institution, ~~school~~ or agency under the governance of the Board having money or other evidence of indebtedness in his or her physical custody or administrative control must at all times see that it is safe and secure from loss or theft. A cash receipt should be generated and a reasonable effort made for immediate deposit of the funds with the state treasurer or a suitable financial institution.

6. Misappropriation a Felony

Any employee of an institution, ~~school~~ or agency under the governance of the Board charged with receipt, safe-keeping, transfer, or disbursement of money or other evidence of indebtedness who willingly and wrongfully uses or keeps the same may be guilty of a felony under Sections 18-5701 and 18-5702, Idaho Code. (See also Section 59-1014, Idaho Code.)

7. Investments

a. Investment Objectives:

Each institution investing funds shall maintain a written investment policy in accordance with the following objectives, in priority:

1. Preservation of capital
2. Maintenance of liquidity
3. Achieve a fair rate of return

b. Each institution's investment policy shall include provisions designed to comply with the Board's Investment policy by establishing guidelines for:

1. Specific investment and overall portfolio maturity
2. Ratings and ratings downgrades
3. Concentration limits
4. Periodic portfolio reviews
5. Other standards consistent with the standard of conduct in managing and investing institutional funds under the Uniform Prudent Management of Institutional Funds Act (Section 33-5003, Idaho Code)

~~a.c.~~ General Account funds may not be invested by the Board or any institution, school or agency under its governance.

~~b.d.~~ Permanent Endowment funds are invested by the Permanent Endowment Fund Investment Board.

~~Other funds within the control of an institution, school or agency may be invested in FDIC passbook savings accounts, certificates of deposit, U. S. securities, federal funds repurchase agreements, reverse repurchase agreements, federal~~

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~~agency securities, large money market funds, bankers acceptances, corporate bonds of AA grade or better, mortgage backed securities of AA grade or better and commercial paper of prime or equivalent grade without prior Board approval. Authority to make investments in any other form requires prior Board approval. Such Board approval may be in the form of general authority to invest or reinvest cash, securities, and other assets obtained and becoming a part of foundation trusts such as the Consolidated Investment Trust of the University of Idaho. The Board requires an annual report on the Consolidated Investment Trust.~~

~~e.~~ Other funds within the control of an institution may be invested in the following vehicles without prior Board approval:

- i. FDIC passbook savings accounts
- ii. certificates of deposit
- iii. U.S. Government securities
- iv. federal funds repurchase agreements
- v. reverse repurchase agreements
- vi. federal agency securities
- vii. large money market funds
- viii. bankers acceptances
- ix. corporate bonds of A grade or better
- x. mortgage-backed securities of A grade or better
- xi. commercial paper of prime or equivalent grade
- xii. For the state of Idaho:
 - (1) general obligations or revenue bonds or other obligations for which the faith and credit of the state are pledged for the payment of principal and interest
 - (2) general obligations or revenue bonds of any county, city, metropolitan water district, municipal utility district, school district or other taxing district
 - (3) bonds, notes or other similar obligations issued by public corporations of the state of Idaho including, but not limited to, the Idaho state building authority, the Idaho housing authority and the Idaho water resource board
 - (4) tax anticipation notes and registered warrants
 - (5) tax anticipation bonds or notes and income and revenue anticipation bonds or notes of taxing districts
 - (6) revenue bonds of institutions of higher education

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xiii. State of Idaho run investment funds for state agencies and other governmental entities.

~~d.f.~~f. All investments must meet the ratings criteria (if applicable) in Section 7(e) at the time of acquisition.

g. Authority to make investments in any other form requires prior Board approval. Such Board approval may be in the form of general authority to invest or reinvest cash, securities, and other assets obtained and becoming a part of foundation trusts such as the Consolidated Investment Trust of the University of Idaho. The Board requires an annual report on the Consolidated Investment Trust.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

SUBJECT

Self-Support Certificate and Program Fees Board Policy V.R. – second reading

REFERENCE

December 2010 Board approved first reading

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

In December 2010 the Board approved the first reading to amend Board Policy V.A.3.a.v. on self-support program fees.

IMPACT

These changes will enhance student accessibility to self-support programs. On the institution side, the programs would continue to have to be fully self-supporting.

ATTACHMENTS

Attachment 1- Board Policy Section V.R.3.a.v.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes from the first reading. Board staff recommends approval of the second reading of Board Policy V.R.3.a.v.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy Section V.R.3.a.v. Self-Support Certificate and Program Fees, as presented

Moved by_____ Seconded by_____ Carried Yes____ No____

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R. Establishment of Tuition and Fees

1. Board Policy on Student Tuition and Fees

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

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

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

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

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

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3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

i. Tuition – University of Idaho

Tuition is defined as the fee charged for the cost of instruction at the University of Idaho. The cost of instruction shall not include those costs associated with the construction, maintenance, and operation of buildings and facilities, student services; or institutional support, which are complementary to, but not a part of, the instructional program. Tuition may be charged only to nonresident students enrolled in the University of Idaho, or to resident students enrolled in the University of Idaho who are in a professional program, college, school, or department approved by the State Board of Education and the Board of Regents of the University of Idaho; who are taking extra studies; or who are part-time students at the institutions.

ii. Matriculation Fee – University of Idaho

Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.

iii. Tuition – Boise State University, Idaho State University, Lewis-Clark State College

Tuition is defined as the fee charged for any and all educational costs at Boise State University, Idaho State University, and Lewis Clark State College. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

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iv. Professional-Technical Education Fee

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

v. Part-time Credit Hour Fee

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

vi. Graduate Fee

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

vii. Western Undergraduate Exchange (WUE) Fee

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

viii. Employee/Spouse Fee

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

ix. Senior Citizen Fee

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

x. In-Service Teacher Education Fee

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

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- (1) The student must be an Idaho public school teacher or other professional employee of an Idaho school district.
- (2) The costs of instruction are paid by an entity other than an institution.
- (3) The course must be approved by the appropriate academic unit(s) at the institution.
- (4) The credit awarded is for professional development and cannot be applied towards a degree program.

xi. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcribing the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be \$10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

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

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be

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charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

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

iv. Professional Fees

To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(1) Credentialing Requirement:

- a) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.
- b) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(2) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(3) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support Certificate and Program Fees

Self-support certificates and degree programs are a defined set of specific courses that ~~must all be once~~ successfully completed ~~in order to earn the result in the awarding of the~~ certificate or degree. ~~Such programs must be encapsulated, separate and distinct from the regular courses of the institution.~~ Institutions may offer self-support certificates and degree programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. ~~In addition, students pay a fee for the entire program and may not enroll for program courses on~~

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~~an individual course-by-course basis.~~ Students enrolled in the self-support programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish ~~such~~ fees [for self-support programs](#) on an individual program basis according to anticipated expenditures. Self-support certificate and [degree](#) program fees are retained by the institution [and shall be tracked and accounted for separately \(e.g. an institution could maintain a separate local fee account at the college or department level\).](#)

vi. Contracts and Grants

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

vii. Student Health Insurance Premiums or Room and Board Rates

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

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

i. Continuing Education

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

ii. Course Overload Fee

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

iii. Special Course Fees or Assessments

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

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

SUBJECT

Revisions to Board Policy V.R.3. and V.Q.1. to implement SJR 101 – 2nd Reading

REFERENCE

June 17-18, 2009	Motion to endorse SJR 101- carried unanimously
June 16-17, 2010	Motion to approve legislative ideas as submitted (including legislative change for University of Idaho tuition fees) – carried unanimously
December 2010	Board approved first reading

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.R.3. and V.Q.1.
Sections 33-3717 and 33-3717A, Idaho Code

BACKGROUND/DISCUSSION

In December 2010 the Board approved the first reading to amend Board Policy V.R.3. and V.Q.1. to remove references to matriculation fees.

IMPACT

The revisions will make Board policy consistent with legislation which would grant the State Board of Education the authority to set fees, including tuition fees, for all resident and nonresident students attending the University of Idaho.

ATTACHMENTS

Attachment 1 – Policy V.R.	Page 3
Attachment 2 – Policy V.Q.	Page 11
Attachment 3 – House Bill 20 (2011)	Page 13

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes from the first reading. Board staff recommends approval of the second reading of Board Policy V.R.3. and V.Q.1.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy section V.R.3.a. and section V.Q.1.a. as submitted, to be effective on the enactment of House Bill 20.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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R. Establishment of Tuition and Fees

1. Board Policy on Student Tuition and Fees

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

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

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

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

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

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3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

~~i. Tuition – University of Idaho~~

~~Tuition is defined as the fee charged for the cost of instruction at the University of Idaho. The cost of instruction shall not include those costs associated with the construction, maintenance, and operation of buildings and facilities, student services, or institutional support, which are complementary to, but not a part of, the instructional program. Tuition may be charged only to nonresident students enrolled in the University of Idaho, or to resident students enrolled in the University of Idaho who are in a professional program, college, school, or department approved by the State Board of Education and the Board of Regents of the University of Idaho; who are taking extra studies; or who are part-time students at the institutions.~~

~~ii. Matriculation Fee – University of Idaho~~

~~Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.~~

~~iii.~~ **Tuition fees– Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho**

Tuition fees are ~~is defined as~~ the fees charged for any and all educational costs at Boise State University, Idaho State University, ~~and~~ Lewis Clark State College and University of Idaho. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

~~vi~~[vii](#). Professional-Technical Education Fee

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

~~viii~~[viii](#). Part-time Credit Hour Fee

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

~~viiv~~[viiiv](#). Graduate Fee

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

~~viiiv~~[viiiv](#). Western Undergraduate Exchange (WUE) Fee

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

~~viiiiv~~[viiiiv](#). Employee/Spouse Fee

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

~~ixvii~~[ixvii](#). Senior Citizen Fee

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

~~xviii~~[xviii](#). In-Service Teacher Education Fee

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

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- (1) The student must be an Idaho public school teacher or other professional employee of an Idaho school district.
- (2) The costs of instruction are paid by an entity other than an institution.
- (3) The course must be approved by the appropriate academic unit(s) at the institution.
- (4) The credit awarded is for professional development and cannot be applied towards a degree program.

~~xix.~~ Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcribing the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be \$10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

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

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be

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charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

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

iv. Professional Fees

To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(1) Credentialing Requirement:

- a) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.
- b) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(2) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(3) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support Certificate and Program Fees

Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition, students pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support

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programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.

vi. Contracts and Grants

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

vii. Student Health Insurance Premiums or Room and Board Rates

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

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

i. Continuing Education

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

ii. Course Overload Fee

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

iii. Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~[February 2011](#)

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

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September 2009~~ [February 2011](#)

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS

ATTACHMENT 2

Subsection: Q. Deposits and Miscellaneous Receipts Accounts ~~August 2002~~ February 2011

1. Revenue Deposited into Account

To provide for greatest equity in distribution of state appropriated funds, all or a portion of the following fees or charges, as determined by the Board, are deposited into the following accounts:

a. Restricted Current Fund (0660-01)

~~(1) Matriculation fee~~

~~2~~i. Professional-Technical Education fee

b. Unrestricted Current Fund (0650-01)

i. General education fee.

ii. Nonresident tuition.

iii. Western Undergraduate Exchange (WUE) fee.

iv. Graduate fee.

v. In-service teacher education fee.

vi. Employee/spouse fee.

vii. Federal Morrill Act funds, if appropriated.

viii. Senior citizen fee.

ix. WICHE fee.

x. Revenue derived from rental of state-constructed and/or state-maintained facilities to non-institutional users

xi. Summer school fee

xii. Course overload fee

xiii. Workforce Training Credit Fee

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STATEMENT OF PURPOSE**RS20008**

The purpose of this legislation is to grant the State Board of Education the authority to set fees, including tuition fees, for all resident and nonresident students attending the University of Idaho. This legislation is in response to voter approval of SJR 101 in the 2010 general election to allow the University of Idaho to charge tuition fees and tuition, consistent with authority currently provided for the state's other higher education institutions. The purpose of this legislation is not to increase student fees. Rather, it is designed to clarify the purposes for which those funds may be used. The reason this legislation is needed is that the current law restricts the ability of the University of Idaho to charge tuition. Since the fees collected from the students cannot be used for instructional costs, the students cannot have their fees used to support core instructional activities, i.e., faculty salaries, additional faculty, library support, etc.

FISCAL NOTE

Under current law, University of Idaho student fees only can be used for designated purposes. The intent of this legislation is not designed to increase student fees, but rather to provide greater flexibility to the University of Idaho with respect to the use of fees to fund educational and instructional costs. This legislative proposal is not intended to increase student fees more than otherwise might occur. Accordingly, there will be no fiscal impact to the General Fund.

Contact:

Name: Mark Browning
Office: Office of the State Board of Education
Phone: (208) 332-1591

Statement of Purpose / Fiscal Note**#billnum**

LEGISLATURE OF THE STATE OF IDAHO
Sixty-first Legislature First Regular Session - 2011

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 20

BY EDUCATION COMMITTEE

AN ACT

RELATING TO EDUCATION; REPEALING SECTION 33-3717, IDAHO CODE, RELATING TO FEES AT THE UNIVERSITY OF IDAHO; AMENDING SECTION 33-3717A, IDAHO CODE, TO PROVIDE THAT THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO MAY PRESCRIBE FEES, INCLUDING TUITION FEES, FOR RESIDENT AND NONRESIDENT STUDENTS ENROLLED IN ALL STATE COLLEGES AND UNIVERSITIES; AMENDING SECTION 33-2101A, IDAHO CODE, TO DELETE A CODE REFERENCE; AND DECLARING AN EMERGENCY.

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

SECTION 1. That Section [33-3717](#), Idaho Code, be, and the same is hereby repealed.

SECTION 2. That Section 33-3717A, Idaho Code, be, and the same is hereby amended to read as follows:

33-3717A. FEES AT STATE COLLEGES AND UNIVERSITIES ~~OTHER THAN THE UNIVERSITY OF IDAHO~~. (1) The state board of education and the board of regents of the university of Idaho may prescribe fees, including tuition fees, for resident and nonresident students enrolled in all state colleges and universities ~~other than the university of Idaho~~. For purposes of this section, said fees, including tuition fees, may be used for any and all educational costs at the state colleges and universities including, but not limited to, costs associated with:

- (a) Academic services;
- (b) Instruction;
- (c) The construction, maintenance and operation of buildings and facilities;
- (d) Student services; or
- (e) Institutional support.

The state board of education also may prescribe fees for all students for any additional charges that are necessary for the proper operation of each institution.

(2) A resident student is a student who meets the residency requirements imposed by section 33-3717B, Idaho Code.

(3) Nothing contained in this section shall prevent the state board of education from waiving fees, including tuition fees, to be paid by nonresident students, as defined in section 33-3717C, Idaho Code, who are enrolled in the state colleges and universities.

(4) Nothing contained in this section shall apply to community colleges now or hereafter established pursuant to chapter 21, title 33, Idaho Code, or to postsecondary professional-technical schools now or hereafter established and not connected to or a part of a state college or university.

1 SECTION 3. That Section 33-2101A, Idaho Code, be, and the same is hereby
2 amended to read as follows:

3 33-2101A. JUNIOR COLLEGE SHALL MEAN COMMUNITY COLLEGE. Notwith-
4 standing any other provision of law, in sections 21-805, 21-806, 21-809,
5 23-404, 31-808, 33-101, 33-107, 33-107B, 33-601, 33-1252, 33-2101, 33-2102,
6 33-2103, 33-2104, 33-2105, 33-2106, 33-2107, 33-2107A, 33-2107B, 33-2107C,
7 33-2108, 33-2109A, 33-2110, 33-2110A, 33-2110B, 33-2111, 33-2112, 33-2113,
8 33-2114, 33-2115, 33-2116, 33-2117, 33-2118, 33-2119, 33-2121, 33-2122,
9 33-2123, 33-2124, 33-2125, 33-2126, 33-2130, 33-2135, 33-2137, 33-2138,
10 33-2139, 33-2141, 33-2142, 33-2143, 33-2144, 33-2211, 33-3716, ~~33-3717,~~
11 33-4001, 33-4003, 33-4004, 33-4006, 33-4201, 33-4306, 33-4315, 46-314,
12 50-1721, 57-1105A, 59-1324, 59-1371, 59-1374, 67-2320, 67-2322 and 67-5332,
13 Idaho Code, the term "junior college" shall mean and shall be denoted as
14 "community college."

15 SECTION 4. An emergency existing therefor, which emergency is hereby
16 declared to exist, this act shall be in full force and effect on and after its
17 passage and approval.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

BOISE STATE UNIVERSITY

SUBJECT

NSF Grant Funded Infrastructure Improvements in the Micron Engineering Center

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

The Boise State University (BSU) Micron Engineering Center (MEC), a 64,000 sq. ft. research-intensive lab facility, was constructed in 1999. This facility supports many different disciplines within the College of Engineering.

Changes in research activities, including new research functions, have created the need to upgrade and improve the infrastructure and building systems to better serve current and future research needs. More specifically, this project calls for the installation of 16 additional fume hoods, emergency showers, utility racks, a de-ionized water system, and a chilled water loop system to provide upper floors with cooling water for various research equipment. In addition, some general renovation of existing lab spaces will be completed.

In October 2010 the University was awarded a grant from the National Science Foundation (NSF) funded from the American Recovery and Reinvestment Act in the amount of \$1,870,343. This grant will fund the majority of the proposed improvements to this building.

IMPACT

Renovation costs, including soft costs, University costs and contingencies, are estimated at \$2,093,683. The source of funding for this project is a NSF grant of \$1,870,343 and University funds of \$223,340. The University funds will be used primarily to cover certain expenses and soft costs that are excluded under the terms of the grant award.

As required by the NSF grant award, this project will be procured through the University in accordance with a Memorandum of Understanding with the State of Idaho Department of Public Works. Items will be procured through the University's Purchasing Department as appropriate. Portions of the work may be bid as a series of alternates in an effort to assure a successful award within the budget.

Furniture, fixtures and equipment will be procured and installed within the existing budget.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

ATTACHMENTS

Attachment 1 – Project Budget

Page 3

Attachment 2 – Capital Project Tracking Sheet

Page 4

STAFF COMMENTS AND RECOMMENDATIONS

This is a request to proceed with infrastructure improvements to BSU's Micron Engineering Center. The source of funds is primarily a federal grant received in October 2010. The University will expend less than a quarter of a million of institutional funds for costs specifically excluded under terms of the grant.

As with all transactions involving procurement contracts for goods and services awarded under a non-procurement transaction (e.g. grant) in excess of \$25,000, the university should ensure that procurement of this project follows the suspension and debarment certifications process.

No new eligible space will be added, so no additional occupancy costs will be requested upon completion of this project.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to proceed with design and construction of lab and infrastructure upgrades of the MEC building for a total cost not to exceed \$2,093,683.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Attachment 1

**Architectural & Engineering Services
Project Budget**

Project Number:	TBD
Project Title:	MEC Building Improvements
Date:	1/6/2011

Category	Budget
Architectural Fees	126,803
Commissioning, Testing, Plan Check, Equip, Etc.	69,260
Construction Costs	1,531,324
Construction Contingency	76,566
Subtotal	1,803,953

University Costs	136,598
Project Contingency	153,132

Total Project	\$ 2,093,683
----------------------	---------------------

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
Feb-11

History Narrative

1 Institution/Agency:	Boise State University	Project:	MEC Building Improvements
2 Project Description:	University and NSF grant funds to renovate and upgrade portions of the MEC Building.		
3 Project Use:	Design and construction of MEC facility upgrades for systems and spaces for research.		
4 Project Size:	Approximately 28,232 square feet		

6		Sources of Funds				Use of Funds			
7					Total		Use of Funds		Total
8		PBF	ISBA	Other *	Sources	Planning	Const	Other	Uses
9	Initial Cost of Project	\$ -	\$ -	\$ 2,093,683	\$ 2,093,683	\$ 126,803	\$ 1,531,324	\$ 435,556	\$ 2,093,683
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22	Total Project Costs	\$ -	\$ -	\$ 2,093,683	\$ 2,093,683	\$ 126,803	\$ 1,531,324	\$ 435,556	\$ 2,093,683

	* Other Sources of Funds *						
	PBF	ISBA	Institutional Funds	Student Revenue	Other	Total Other	Total Funding
Feb-11	\$ -	\$ -	\$ 223,340	\$ -	\$ 1,870,343	\$ 2,093,683	\$ 2,093,683
					-	-	-
Total	\$ -	\$ -	\$ 223,340	\$ -	\$ 1,870,343	\$ 2,093,683	\$ 2,093,683

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

BOISE STATE UNIVERSITY

SUBJECT

iStrategy data warehouse license and software maintenance fees for Human Resources (HR), payroll, finance and financial aid modules

REFERENCE

January 2011 Board rejected motion to approve iStrategy licensing and maintenance fee

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Currently HR, finance and financial aid institutional reporting is performed directly against PeopleSoft, Boise State University's enterprise resource planning (ERP) system. Because ERP systems are designed to provide transactional data, this process is complex and cumbersome and does not meet the University's needs for accurate, reliable information. Licensing and implementation of iStrategy, a software system that integrates with higher education ERP systems, would resolve these issues. Using widely adopted higher education metrics and best practices for analytics, iStrategy enables guided analysis through key performance indicators, visualization components, and interactive reports, giving users a clear picture of what is happening and why. iStrategy would provide a data warehouse and true reporting environment.

In 2007 the University implemented the student portion of the data warehouse using iStrategy. The reports generated are used to prepare the analysis required for accreditation, course schedule planning, retention tracking, and many other purposes. They are also used to report student data needed for grant applications to external funding agencies and for the follow-up progress reporting required by those agencies.

This request is to move forward with the licensing and implementation of the remaining HR/Payroll, Financial, and Financial Aid modules of the data warehouse for a one-time fee of \$330,000. The annual software maintenance fee for FY2011 is \$42,000. The licensing and service pricing are from the 2007 iStrategy Student Warehouse RFP process and represent a substantial discount of more than \$120,000 (26%) from current pricing.

IMPACT

Boise State University (BSU) currently utilizes iStrategy's student module. BSU is now requesting approval for the purchase of iStrategy's finance, HR and payroll modules. iStrategy delivers a set of services along with a limited and

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

tailored data warehouse platform. Moving to a consolidated data warehouse environment for reporting and analysis will allow the University to perform data mining, online analytical processing, market research and decision support to help meet the needs of the University. Major impacts and benefits are:

- Consistency in reporting through use of a common data model and source
- Data integrity is improved as inconsistencies are identified and resolved
- Access to data is improved because of simplification and enhanced toolset to better support data driven decisions
- Security is enhanced as it will be simplified and easier to administer
- Provides a single, reliable, official source of truth by incorporating the required logic, which is often complex, into the data warehouse itself, rather than into each individual report.
- Greatly increases the efficiency of reporting and dramatically reduces the need for specialized custom reports to be developed directly within the PeopleSoft system, which is much more expensive and time-consuming.
- Allows for much more dynamic, interactive exploration and analysis of information than is possible with static standardized reports.
- Facilitates externally required reporting and internal reporting, analysis and decision-making.

A concern was raised by the Board regarding BSU installing these additional modules and being “locked in” and unable to participate in the P20 to Workforce (P20W) statewide longitudinal data system (SLDS) implementation. In actuality, the student module would enable Boise State to pull most of the data requested for the P20W from the data warehouse rather than running queries against Peoplesoft which reduces the resource impact to BSU when this data is requested.

While the option of installing iStrategy at all eight public postsecondary institutions is intriguing as a basis for building the SLDS, there are some insurmountable issues:

- Cost – no funds available for a purchase of this magnitude and the other institutions are content with the solutions in place at this time.
- iStrategy does not support the Jenzabar system at the College of Southern Idaho or the phased-out legacy system (FoxPro) at Idaho State University (historical data will not be loaded into ISU’s new Banner system).
- Timing
 - While iStrategy claims they can deploy base functionality in a matter of days, getting to a complete implementation in time to meet the September ARRA requirements is not possible.
 - The procurement process would be lengthy.

ATTACHMENTS

Attachment 1 – iStrategy Cost Proposal

Page 5

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011**

Attachment 2 – BSU iStrategy Purchase Delegated Authority

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STAFF COMMENTS AND RECOMMENDATIONS

While Boise State's existing iStrategy student data warehouse would likely serve as the source of data for input into SLDS, the SLDS system being discussed will not require data from financial, HR or financial aid modules, so this proposed acquisition would not impact SLDS.

Staff recommends approval of BSU's request to purchase the Finance, HR, and Payroll modules. Staff will work closely with BSU on the development of the P20W SLDS to ensure the investment is sound.

BOARD ACTION


I move to reconsider the motion of January 6, 2011, wherein the request to approve a one-time payment of iStrategy licensing and implementation fees and an annual software maintenance fee was rejected.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

I move to approve the request by Boise State University for a one-time payment of iStrategy licensing and implementation fees of \$330,000 and an annual software maintenance fee of \$42,000 for FY2011.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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		HigherEd Analytics Price Quote	
		Customer:	Boise State University - <i>Current Pricing Schema</i>
		Quote Date:	January 7, 2011
		FTE Size:	>10K-20K ← Select
Item	Price	Units	Total
Perpetual License:			
Individual Modules:			
Student Analytics	\$ 200,000		\$ -
Financial Management	\$ 70,000	1	\$ 70,000
Human Resources (HR)	\$ 70,000	1	\$ 70,000
Financial Aid	\$ 70,000	1	\$ 70,000
			\$ -
<i>Modules Previously Purchased (for Suite pricing)</i>			
Individual Module Subtotal			\$ 210,000
License Subtotal			
Baseline Implementation	Allocated Days		
Student Analytics	30	\$ 45,000	\$ -
Financial Management	30	\$ 45,000	\$ 45,000
Human Resources (HR)	25	\$ 37,500	\$ 37,500
Financial Aid	25	\$ 37,500	\$ 37,500
	11	\$ 16,500	\$ -
Subtotal Baseline Implementation			\$ 120,000
Additional Consulting Services		Units/Days	
Advanced Technical Training (3 days)	\$ 4,800		\$ -
Dimensional Data Model Training (1 day)	\$ 2,000		
Performance Point Dashboard Jump Start (5 days)	\$ 8,000		\$ -
Microsoft Reporting Services Jump Start (5 days)	\$ 8,000		\$ -
Additional Implementation Support (T&M Per Day)	\$ 1,600		\$ -
Subtotal Additional Consulting			\$ -
Support Option: Standard		← Select	
Total Cost*		First Year	Ongoing
Subtotal Perpetual License		\$ 210,000	\$ -
Subtotal Annual Support	20%	\$ 42,000	\$ 42,000
Subtotal Implementation		\$ 120,000	\$ -
Subtotal Additional Consulting		\$ -	\$ -
Total Cost		\$ 372,000	\$ 42,000

Terms & Conditions

*Pricing is based on iStrategy's RFP Response to Boise State University and is only applicable for Boise State

*Pricing subject to iStrategy standard agreement terms and conditions

*The pricing herein is for budgetary purposes. Actual pricing may vary based on the number of production installation instances, institutional entities and a validation of Student FTE Headcount.

*Baseline implementation costs are for a standard implementation and do not include any customizations. Actual implementation costs may vary based upon final agreed Scope of Work as specified in Services Work Order.

*Baseline implementation pricing noted above is for services only. All travel expenses will be billed at actual costs as incurred in addition to the service fees.

*Hardware, Microsoft SQL Servers Licenses, Microsoft ProClarity and other Reporting Tool Licenses are additional.

*The Software License Agreement (SLA) is a Perpetual License. Customer may modify application as desired; however, derived works are still subject to terms and conditions outlined in SLA.

*The iStrategy Perpetual Software License includes a fully functional Relational and OLAP Data Warehouse and is not subject to individual user licenses.

*Pricing is valid until February 28, 2011.

Billing and Payment Terms:

*All Payments Due Net 30 from Invoice Date

*Perpetual Software License Fee and First Year Support billed upon execution.

*Baseline Implementation Service Fee billed upon completion of baseline installation.

Price Schedule Effective Date: 07/07/2009

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IDAHO STATE BOARD OF EDUCATION

650 W. State Street P.O. Box 83720 Boise, ID 83720-0037

208/334-2270 FAX: 208/334-2632

e-mail: board@osbe.idaho.gov

www.boardofed.idaho.gov

September 24, 2007

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

RE: Data Warehouse and Reporting System

Dear Ms. Pearson:

You requested approval to purchase a Data Warehouse & Reporting System. You indicate the total cost to be \$299,375.

The State Board of Education requires this approval for the purchase of equipment, data processing software and equipment, and all contracts for consulting or professional services in excess of \$250,000 and less than \$500,000.

Staff has reviewed the request, which appears to be consistent with the Board's policies and applicable legal requirements. Accordingly, pursuant to the authority delegated to the Executive Director via Board Policy V.I.3.a., this correspondence will confirm authorization for Boise State University to execute the contract as requested.

Please note that it is the intent of the State Board of Education to create a coordinated system of student data sharing that will facilitate tracking, transferring and follow-up of students. Please insure that the contract for this Data and Warehouse and Reporting System will facilitate the development of this data sharing.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Rush".

Mike Rush
Interim Executive Director
State Board of Education

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BOISE STATE UNIVERSITY

SUBJECT

Bronco Stadium Expansion Projects Master Plan Presentation and Approval for Design of Phase 1

REFERENCE

April 2007	East Jr. High Purchase Agreement
June 2007	East Jr. High land swap and joint use agreement including Master Plan illustration
August 2009	East Jr. High Demolition of various structures
December 2010	Bronco Stadium Expansion future projects

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University has initiated a capital campaign for the future expansion of and upgrades to Bronco Stadium and Dona Larsen Park.

The University has retained the services of Ellerbe Beckett, an architectural firm from San Francisco that specializes in sports facilities, to develop a long-range plan for future stadium expansion. This planning document envisions multiple phases of development eventually leading to complete build-out at approximately 50,000 - 55,000 seats. The plan supports fundraising activities and helps to support decision making on near term projects ensuring that they fit within the long term vision for the completed complex.

The initial phase consists of constructing new track and field facilities for both men's and women's sports at Dona Larson Park, as well as building a new football complex and additional seating at Bronco Stadium. Details of this initial phase include:

- Dona Larsen Park
 - Running track and throwing areas
 - Football field (synthetic turf)
 - Bleachers for spectators, restrooms and press box
 - Parking
- Football Complex (approximately 60,000 sf facility)
 - Locker room and team room
 - Training room, equipment room and weight room

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

- Coaches offices and meeting rooms
- Academic area

Consistent with the stadium master plan, it is expected that the design professional will also evaluate approaches to increase stadium seating within the defined budget.

IMPACT

The cost of preliminary design for the project is estimated to not exceed \$2,460,000. Total project costs, including construction costs, contingency, design and engineering fees, equipment costs, miscellaneous testing, surveying and reports is initially estimated to be between \$20,500,000 and \$26,000,000, depending on the final scoping and design development details. The range of costs also relates to continued uncertainty in the current construction marketplace especially for competitively bid public sector work. This estimate includes escalation costs for the expected duration of the project design phase.

Boise State Athletics has commenced a fundraising campaign for the first phase of the multi-phased stadium expansion project which includes the renovation of Dona Larsen Park, the former site of East Jr. High. To date \$11.75 million has been raised.

The source of funds for this project is private gifts and athletics department operating revenues. A final budget will be presented to the Board when the project is brought for construction approval.

STAFF COMMENTS AND RECOMMENDATIONS

At the December 2010 meeting the Board approved BSU's request to begin formal planning for Phase 1 of its Bronco Stadium expansion projects. BSU is now seeking approval to proceed with preliminary design. The source of funds will be donor and athletics funds.

Without the benefit of being able to review Phase 1 against the stadium master plan, staff makes no recommendation(s). However, staff does identify several issues which the Board may want to consider in its deliberation on this project.

1. What are the home game attendance assumptions which make this type of expansion reasonable and viable?
2. Will the university issue debt to finance the construction of this project, using donor and athletics revenues as a repayment source? If so, how would this impact the university's debt capacity and debt/operating expenses ratio?

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 5

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

BOARD ACTION

I move to approve Boise State University's request to proceed with preliminary design for Phase I of a project to expand Bronco Stadium and move the track and field facilities to Dona Larson Park at a project cost not to exceed \$2,460,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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1	Institution/Agency:	Boise State University	Project:	Bronco Stadium Expansion and Donna Larsen Park Design and Planning
2	Project Description:	Planning and Design of Bronco Stadium Expansion and Donna Larsen Park		
3	Project Use:	Design of Bronco Stadium expansion and relocation of track and field to Donna Larsen Park		
4	Project Size:	60,000 sq ft football complex, additional stadium seating, track and field, track bleachers, and support facilities		

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BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

IDAHO STATE UNIVERSITY

SUBJECT

Replace the existing artificial turf surface in Holt Arena with a Sports Turf type product

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The existing turf playing surface (Astroturf) in Holt Arena is an outdated and injury-prone surface. This current system has posed problems for the recruiting and retention of student-athletes and for bringing in opponents to Idaho State University and Holt Arena for both the University and the local high schools.

Idaho State University seeks approval to replace its existing surface with a newer and more professional system to be used in Holt Arena for the University and high school home games and practices.

IMPACT

The cost for replacing the Holt Arena turf is anticipated to be approximately \$975,000, with funding generated through a gift from the ISU Credit Union, a gift from a group of local physicians, and from local funds within the University's athletic department.

Installation of a new turf system will positively impact the recruitment of student-athletes, the fundraising efforts of the athletic department, and the ability to sell advertising in Holt Arena. It is also anticipated that a new turf will result in a reduction of shoulder, ankle, and knee injuries.

STAFF COMMENTS AND RECOMMENDATIONS

This request is for Board approval of a capital project in excess of \$500,000. The source of funds is donor and athletics funds. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to proceed with the replacement of the existing turf in Holt Arena at a project cost of approximately \$975,000, and to authorize the vice president for finance and administration to execute all necessary related documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAHO STATE UNIVERSITY

SUBJECT

Contract to upgrade current Qwest TDM and ATM services to Qwest Metropolitan Optical Ethernet (QMOE)

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests approval to proceed with a contract to enhance voice, video and data service based on the following justifications:

ISU views this as an upgrade from current Qwest TDM (Time Division Multiplexing) and ATM (Asynchronous Transfer Mode) services to Qwest Metropolitan Optical Ethernet (QMOE). The Qwest proposal waives all costs related to installations, build-outs, and early termination fees (early termination fee for the remaining twenty months of ATM services would be \$55,000). By entering a 60-month contract for QMOE Services, Qwest will also waive all installation costs associated with the necessary fiber optic build-out in support of this upgrade.

Demand for secure, reliable, high bandwidth connectivity continues to rise. QMOE is a flexible, highly scalable solution that delivers switched Ethernet connectivity allowing ISU to extend its LAN, with control over routing and traffic prioritization, to meet this demand cost effectively.

The upgrade is a natural migration from outdated TDM and ATM services to the next generation of WAN connectivity.

QMOE provides:

- A more cost effective and transparent way to combine voice, video, data, and Internet over a single optical network with the ability to scale from 5Mbps to 1Gbps throughput while allowing granular routing and prioritization of content.
- Ease of configuration and management with a Layer2 Ethernet technology/design.
- Replacement of outdated self-limiting point-to-point and ATM T1, DS3 and OC3 WAN circuits/technology.
- A single vendor solution to interface ISU's outreach locations with the Pocatello campus.
- A significant increase of bandwidth capacity with ease of bandwidth control without changes in the transport layer as is common with DS and OC services.
- The capability for further expansion of ISU's VoIP deployment to its metropolitan locations and SIP trunking.

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The contract and purchase have been reviewed and approved by ISU legal counsel and the State Division of Purchasing.

IMPACT

It is in ISU's best interest to upgrade and bundle all current circuits providing our Pocatello, Meridian, Idaho Falls, Twin Falls, and other regional facilities with voice, video, and data access. The proposed contract totals \$1,136,256 (18,937.60 monthly for five years) which is less than the current \$20,910 monthly charges. Additionally, QMOE will replace existing services with a significant increase of bandwidth to key outreach locations. The University fully anticipates needing additional bandwidth and services over the five year lifetime of the contract due to growth and/or additional needs. There is no way to anticipate or estimate those additional costs at this time.

ATTACHMENTS

Attachment 1 – Qwest Capacity/Cost comparison
Attachment 2 – Proposed Contract

Page 3
Page 5

STAFF COMMENTS AND RECOMMENDATIONS

This is a request to authorize ISU to enter into a contract for services in excess of \$500,000. Approval will provide ISU with better voice, video and data service, and increased bandwidth at a cost lower than it is currently paying. The agreement waives all costs related to installations, build-outs, and early termination fees of current contract. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to proceed with the Qwest Metropolitan Optical Ethernet (QMOE) contract as submitted, in an amount not to exceed \$1,136,256.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

QWEST Capacity/Cost Comparison

ATTACHMENT 1

Bldg Name	Street Number	Street Name	City/Location	Current Circuits	Current Bandwidth	Current MRC	Design for	QMOE MRC
Magnuson Alumni House	554	S 7 AV	Pocatello	(1) P-P T1	1.5Mbps	\$135.00	5Mbps	\$640.00
Eli Oboler Library	850	9 AV S	Pocatello/Main Campus MPOP	OC12 w/(1) P-P DS3, (1) ATM DS3, (2x28 T1) Channelized DS3, (8) PRI BW DID	422Mbps	\$3,800.00	1 GIGE 500 Mbps	\$3,084.00
5th Street Apts	653	S 5 AV	Pocatello	(1)P-P T1/WiFi 802.11	1.5Mbps	\$135.00	5Mbps	\$640.00
Edward Dowling Diesel	510	S MAIN ST	Pocatello	DSL	1.5Mbps	\$90.00	5Mbps	\$640.00
West Campus Apts	745	S 5 AV	Pocatello	(2)P-P T1	3Mbps	\$270.00	10Mbps	\$720.00
Armory Diesel	1257	S 2 AV	Pocatello	DSL	1.5Mbps	\$90.00	5Mbps	\$640.00
Bengal Studios (Imperial 400)	1055	S 5 AV	Pocatello	(2)P-P T1	3Mbps	\$270.00	5Mbps	\$640.00
Law Enforcement (Jesse Clark Sch)	1480	BARTON RD	Pocatello	(1) P-P T1 Fractionalized	1.5Mbps	\$135.00	5Mbps	\$640.00
Center for Higher Ed (CHE)	1770	Science Center Dr	Idaho Falls/Campus	P-P DS3	45Mbps	\$3,200.00	100Mbps	\$1,200.00
Research Park	1651	ALVIN RICKEN RD	Pocatello	(1) P-P T1/WiFi 802.11	1.5Mbps	\$135.00	20Mbps	\$773.60
Eli Oboler Library	850	9 AV S	Pocatello/Main Campus MPOP	DS3 ATM	33Mbps	\$1,700.00	Disconnect	\$0.00
Evergreen Bldg (College of S Idaho)	315	Falls Ave	Twin Falls/CSI Campus	(3) T1 ATM IMA	6Mbps	\$1,500.00	10Mbps	\$720.00
ISU Meridian Health Science Center	1311	E Central Dr	Meridian	DS3 ATM	27Mbps	\$2,050.00	100Mbps	\$1,200.00
Qwest iQ Internet	850	9 Av S	Pocatello/Main Campus MPOP	OC3 Internet	155Mbps	\$7,400.00	300Mbps	\$7,400.00
Comparison Totals					703Mbps	\$20,910.00	1070Mbps	\$18,937.60

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Agreement Number: _____

This Qwest Metro Optical Ethernet Service Agreement ("Agreement") between **Idaho State University** ("Customer") and **Qwest Corporation** ("Qwest") is effective on the date of execution by Qwest ("Effective Date").

1. Scope.

1.1 Qwest Metro Optical Ethernet Service ("MOE" or "Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. "Demarcation Point" means the Qwest-designated physical interface between the Qwest-owned network and Customer's telecommunications equipment. Service is available over three designs: (a) Customer Premises, supporting transmission speeds as low as 5 Mbps in all markets (3 Mbps and 7Mbps are available in select markets) and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps; (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) Ethernet with Extended Transport (DS3 required), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps. Service is subject to technical publication 77411 located at <http://www.qwest.com/techpub/> ("Tech Pub"). "SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is controlled by the Tariff and Tech Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1.2 Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.3 Service provided herein is subject to network infrastructure availability and may require the expenditure of Qwest capital funds ("Funding") to provide Service to Customer. If a location requires Funding, Qwest will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of Qwest. In the event this Agreement is executed and the required Funding is not approved, Qwest agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

1.4 Customer understands and agrees that Qwest supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify Qwest of such use and to place an order for appropriate service. Qwest will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable Qwest Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

1.5 "Construction" means when Service may not be available due to facilities limitations and it is necessary for Qwest to construct facilities. "Funding" means charges to Customer over the term of a Service contract covering Qwest's calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer. Qwest may assess separate Construction charges if facilities are not available to meet an order for Service and Qwest constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed Qwest's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that Qwest would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to Qwest. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on this Agreement. That approval will be granted at the sole discretion of Qwest. In the event contract documents are signed under which Customer is ordering Service for which Funding is not approved, Qwest will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and Qwest may immediately terminate this Agreement, without penalty, if Funding of the contracted and alternate Service solutions are determined to not be possible.

2. Term.

2.1 This Agreement is effective on the date Qwest signs it, following Customer's execution of this Agreement ("Effective Date"), and it expires 60 months from the date Service is available to Customer, as evidenced by Qwest records ("Initial Term"). The Service shall have a "Minimum Service Period" of 12 months. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

2.2 After the Initial Term, Customer will pay for Service at Qwest's then-current rates. Qwest will inform Customer of its then-current rates for Service upon written request.

3. Installation/Provisioning of Service.

3.1 Qwest will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement.

3.2 Qwest will notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

3.3 Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. Qwest will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

4. Payment.

4.1 Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will pay the charges listed on Exhibit 1, including the charges for any MOE optional features on Exhibit 1. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from, and regardless of, Customer's purchase of any customer premises equipment or enhanced services from Qwest. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

4.2 The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service, specified on Exhibit 1, reflect the rates currently in effect in the Tariff. Service's MRC and NRC will be those in effect in the Tariff on the first date of installation of Service. Qwest will fix the MRCs during the Term so that Qwest will not pass through any Qwest initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing: ☐ Yes ☒ No Promotion Expiration Date: _____
Promotion Description, Title, or Code: _____

5. Changes to Service.

5.1 Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.2 A subsequent order to change or add a Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.5 Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

6. Termination. Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay Qwest the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

7. Licenses; Dispatch Fee.

7.1 If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) rights or licenses.

7.2 Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (b) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

8. Disclaimer Of Warranties. QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

9. Limitation of Liability. NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY, SET FORTH IN THE SLA. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

10. Personal Injury, Death, and Property Damage. Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to

damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

11. Indemnification. Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer or End Users. "End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

12. Confidentiality; Publicity. Except to the extent required by an open records act or similar law or as may be required under the policies of the State Board of Education in connection with approving Customer's signing of this Agreement, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of, this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

13. Governing Law; Dispute Resolution.

13.1 Governing Law; Forum. This Agreement will be governed by the laws of the state of Idaho, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

13.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. Notices. Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., # 900, Denver, CO 80202; fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

15. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving Qwest not less than 30 days prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination.

16. General Provisions. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances, and represents that it will not

resell the Service. This Agreement is intended solely for Qwest and Customer, and not to benefit any other person or entity (e.g., End User). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Agreement, and Qwest records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by Qwest.

Idaho State University

Qwest Corporation

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

FOR QC INTERNAL USE ONLY
FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS AND IN SITUATIONS WHERE THE AQCB PROCESS IS NOT NECESSARY)
AQCB Quote No.
Date Concurred:

Agreement Number: _____

Idaho State University

EXHIBIT 1

(COCC MRC required for Central Office design)

(EwET Customer Interface MRC and Total Chan Term & Transport Mileage MRC required for Ethernet with Extended Transport design)

(Show N/A, if an MRC does not apply)

[illegible]

Optional Features for MOE:

[illegible]

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

UNIVERSITY OF IDAHO

SUBJECT

Retail operations master licensing agreement – Starbucks Corporation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.3
V.K.1 and V.K.2.

BACKGROUND/DISCUSSION

University of Idaho management, after a review of current offerings on campus, has determined that there exists an unmet demand for a Starbucks location to offer Starbucks branded coffee and related items. The proposed location will be in the existing University Bookstore and will be operated by the University under a license agreement with Starbucks. Expectations are that the location will generate moderate income for the University and will enhance both the student life experience and improve the sales in the Bookstore through increased foot traffic.

This is a branded concept; direct negotiations were used in the procurement process.

IMPACT

The initial term of this agreement is for ten years with a termination option in year five. A small initial license fee and an ongoing royalty based on percentage of gross sales are anticipated to total \$460,000 over the term of the agreement. Additionally, an initial design and construction of the facility improvements is expected not to exceed \$528,000. Supplies, retail inventories and ingredients will be purchased from Starbucks through the licensing agreement using operating revenues from the location.

Total construction costs and anticipated licensing costs under the contract is \$988,000 over the full anticipated term. Attachment 3 is a pro-forma operating budget showing anticipated sales, expenses and net revenues over the life of the contract, with projected net revenues totaling \$1,325,093 (net of operating expenses including royalties).

ATTACHMENTS

Attachment 1 – Proposed Master Licensing Agreement	Page 3
Attachment 2 – Capital Projects Tracking Sheet	Page 63
Attachment 3 – Pro-forma Operating Budget	Page 64

STAFF COMMENTS AND RECOMMENDATIONS

This is a request to approve a licensing agreement and a related capital project in excess of \$500,000. The licensing agreement includes a one-time license fee

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 17, 2011

in the amount \$30,000. In addition, a royalty of 7% of gross revenue is payable throughout the term of the agreement. The University would provide facility improvements for the retail location at an estimated cost of \$528,000 (source of funds: university bookstore reserve and maintenance funds). Based on the pro-forma operating budget, the University would break-even at year five, with an internal rate of return calculated at 19% at the end of the 10 year agreement. Staff identifies several issues which the Board may want to evaluate in its deliberation on this project:

1. What are the University's assumptions behind gross sales and cost of goods sold?
2. What are the assumptions behind operating expenses (especially labor and royalties)?
3. Are the University's assumptions reasonable and the project viable?

BOARD ACTION

I move to approve the master licensing agreement for a coffee service location between the University of Idaho and Starbucks Corporation in substantial conformance to the form submitted to the Board. Contained within this motion is a request by the University of Idaho to implement a Capital Project to improve and upgrade to the Bookstore to facilitate this retail operation in an amount not to exceed \$528,000. Authorization includes the authority to execute all necessary and requisite consulting, construction and vendor contracts to implement the design and construction phases of the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STARBUCKS CORPORATION MASTER LICENSING AGREEMENT

THIS MASTER LICENSING AGREEMENT (this "Agreement") is by and between Starbucks Corporation, a Washington corporation ("Starbucks"), and the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Licensee") and is effective as of the Effective Date.

RECITALS

A. Starbucks operates specialty retail stores engaged in the sale of coffee, tea, and espresso and other beverages, whole bean coffee, related hardware items, food, and other retail merchandise.

B. Licensee and Starbucks desire to enter into this Agreement requiring Licensee to operate [REDACTED] Starbucks Store within the Licensed Site at the location in the United States (excluding Alaska, Hawaii and the territories, protectorates and commonwealths of the United States) designated on Exhibit A (the "Licensed Site").

C. Licensee desires to obtain the right to develop and operate the Starbucks Store as an amenity to service Licensee's customer base, and with the anticipation that the incremental revenues of Licensee attributable to the Starbucks Store operated pursuant hereto will qualify the arrangement provided for herein as an exempt "fractional franchise" or "sophisticated franchisee", as appropriate and as defined in Section 7.15.

D. Starbucks is willing to grant to Licensee such development and operating rights on the terms and subject to the conditions set forth in this Agreement in reliance on the written representations and warranties that Licensee has made to Starbucks in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, of the following terms and conditions, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

DEFINITIONS

The following terms used herein shall have the following definitions:

Advertising Fee. "Advertising Fee" shall have the meaning set forth in Section 2.11.

Agreement. "Agreement" shall mean this Agreement executed on the date first set forth above between Starbucks and Licensee, as defined in the preamble hereto.

Approved Licensee Trade Name. “Approved Licensee Trade Name” shall mean (i) “the University of Idaho”; and (ii) any other name used by Licensee for a university, if approved in writing by Starbucks, which approval may be granted or withheld in Starbucks sole and absolute discretion.

Change of Control. “Change of Control” shall mean any transaction or series of related transactions that result in a change in the identities of the persons or entities that possess, directly or indirectly, the right to vote a majority of the voting interests in the Licensee or any Parent Licensee (defined in Section 6.5.3), or that possess the right to determine a majority of the board of directors, management committee or similar governing body of the Licensee or any Parent Licensee.

Commencement Date. “Commencement Date” shall have the meaning set forth in Section 2.2.

Confidential Information. “Confidential Information” shall have the meaning set forth in Section 5.11.1.

Coupons. “Coupons” shall have the meaning set forth in Section 5.13.

Development Right and Obligation. “Development Right and Obligation” shall have the meaning set forth in Section 3.2.

Discounts. “Discounts” shall have the meaning set forth in Section 5.13.

Effective Date. “Effective Date” shall have the meaning set forth in Section 7.16.

Employee(s). “Employee(s)” shall have the meaning set forth in Section 4.1.

Fiscal Month. “Fiscal Month” shall have the meaning set forth in Section 2.3.

Gift Certificates. “Gift Certificates” shall have the meaning set forth in Section 5.13.

Gross Revenue. “Gross Revenue” shall have the meaning set forth in Section 2.2.

Initial and Advanced Store Training Programs. Starbucks “Initial Store Training Program” shall mean the program developed by and presented by Starbucks that trains employees concerning coffee and its preparation and in the operational aspects of Starbucks Store. Starbucks “Advanced Store Training Program” shall mean the program developed by and presented by Starbucks that trains managers in the product knowledge and operational aspects and managerial aspects of the Starbucks System and Starbucks Store, and that trains participants in how to train Regular Employees to do their jobs within Starbucks Store to the level of training as presented in the Initial Store Training Program.

Lessor. “Lessor” shall mean the party with whom Licensee has an Occupancy Agreement that allows Licensee to operate a concession, lease space, sublet or license or engage in other business ventures on property controlled by such Lessor. For definitional purposes, a party granting an Occupancy Agreement to Licensee shall be referred to as a Lessor even if Licensee and such party do not have a landlord-tenant relationship.

License. “License” shall have the meaning set forth in Section 1.1.

Licensee. “Licensee” shall mean the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho, as defined in the preamble hereto.

License Fee. “License Fee” shall have the meaning set forth in Section 2.1.

Licensed Site. “Licensed Site” shall have the meaning set forth in Recital B.

Management Employee. “Management Employee” shall have the meaning set forth in Section 4.1.

Manual. The “Manual” shall mean the series of documents, publications, and bulletins, as amended from time to time by Starbucks which supplement this Agreement and are designated as such by Starbucks as the mandatory guide (except where such Manual expressly indicates that any portion thereof is advisory or may be adopted by Licensee in its discretion) for the development and operation of the Starbucks Store, which is hereby incorporated by reference as if fully set forth herein and which shall be deemed to be proprietary to and Confidential Information of Starbucks. Starbucks shall have the continuing right to revise the Manual, and each update, modification, and expansion of and to the Manual adopted from time to time by Starbucks shall become a part thereof and accepted by Licensee.

Occupancy Agreements. “Occupancy Agreements” shall mean those agreements, however denominated, that allow Licensee to lease, manage and/or operate concessions and stores at property owned by third parties. Without limiting the foregoing, Occupancy Agreements include all leases, subleases, concession agreements, licenses, and similar arrangements between Licensee and third parties.

Operating Agreement. “Operating Agreement” shall have the meaning set forth in Section 3.1.

Regular Employee. “Regular Employee” shall have the meaning set forth in Section 4.1.

Royalty. “Royalty” shall have the meaning set forth in Section 2.2.

Starbucks. “Starbucks” shall mean Starbucks Corporation, a Washington corporation, as defined in the preamble hereto.

Starbucks Card License Agreement. “Starbucks Card License Agreement” shall mean the agreement attached hereto as Exhibit B.

Starbucks Store. “Starbucks Store” shall mean the Starbucks retail coffee bars or whole bean coffee stores, as the case may be, as operated by Licensee pursuant to this Agreement.

Starbucks System. “Starbucks System” shall mean the business operation system licensed on a nonexclusive basis to Licensee that allows Licensee to operate the Starbucks Store, including specifications for interior and exterior store design; other items of trade dress; specifications for equipment, fixtures, and uniforms; defined product and service offerings and preparation methods; standard operating and administrative procedures; and management and technical training programs, all as the same may exist today or as they may change from time to time, as specified in the Manual or as otherwise reasonably directed by Starbucks from time to time. The Starbucks System has been developed by Starbucks and is owned by Starbucks.

Trademarks. “Trademarks” means the trade name and service mark “Starbucks” and certain other trademarks, service marks, logos, designs, emblems, trade dress and other indicia of origin of Starbucks, and any variation thereof that Starbucks may approve in writing and any translation of any of the above.

Transfer. “Transfer” means any voluntary, involuntary, direct or indirect assignment, sale, issuance, gift or other transfer of any interest identified in Section 6.5.

ARTICLE 1.0 THE LICENSE

1.1 Grant of License. Subject to the terms and conditions of this Agreement, Starbucks hereby grants to Licensee a nonexclusive license (the “License”) to construct the Starbucks Store as set forth in Section 1.2.3 of this Agreement and to use the Starbucks System and the Trademarks to develop and operate the Starbucks Store to be located solely within the interior of the Licensed Site identified in Exhibit A to this Agreement, all in strict accordance with this Agreement. Except as Starbucks may otherwise expressly approve in writing and, in its sole and absolute discretion, the License granted hereunder shall terminate immediately as to the Licensed Site in the event that the Licensed Site ceases to do business under an Approved Licensee Trade Name. The grant of the License is further contingent upon the contemporaneous execution of the Starbucks Card License Agreement in the form attached hereto as Exhibit B.

1.2 Limitations on Grant.

1.2.1 Channels of Distribution. Except as otherwise expressly set forth herein, Licensee shall have the right to sell Starbucks products only by retail sale through the Starbucks Store operated in accordance with this Agreement. Licensee shall have no right to sell Starbucks products through any trade or distribution channel other than the Starbucks Store and without limiting the foregoing, Licensee shall not sell Starbucks products by wholesale, mail order, on-line computer sales or other computer sales methods, by specialty sales, or by any other means outside of the Starbucks Store.

1.2.2 Sublicenses. Licensee shall have no right to subfranchise, partially assign its rights or grant licenses to third parties under this Agreement.

1.2.3 Development and Operation. Licensee hereby agrees to construct, develop and operate, at its sole cost and expense, [REDACTED] Starbucks Store in accordance with this Agreement within the interior of the Licensed Site listed on Exhibit A, to be opened in accordance with the timetable set forth in Section 3.2. Licensee shall not be entitled to construct, develop and operate more than [REDACTED] Starbucks Store under this Agreement.

1.2.4 Location. Licensee agrees to operate the Starbucks Store within the Licensed Site at the specific location determined pursuant to this Agreement. The location of the Starbucks Store within the Licensed Site shall be initially proposed by Licensee but shall be subject to the approval of Starbucks in its sole and absolute discretion. Licensee acknowledges that (i) it will receive no exclusivity with respect to radius, area or territory, and that the License granted hereby is intended as an amenity and expanded product offering to serve Licensee's customer base; (ii) pursuant to certain agreements to which Starbucks is currently a party or to which it may in the future become a party, Starbucks may be subject to contractual or other legal limitations on its right to grant licenses within the specified geographic area in which Licensee requests to open the Starbucks Store and Starbucks can withhold its approval for Licensee to open the Starbucks Store to the extent so required; and (iii) further acknowledges that Starbucks may, in its sole and absolute discretion, establish additional Starbucks locations operated by Starbucks or by other parties in the immediate vicinity of the location licensed pursuant to this Agreement. Licensee acknowledges that its operations pursuant to this Agreement may be in competition with those of other licensees or operations of Starbucks or its affiliates. Licensee shall not assert and hereby agrees, upon request by Starbucks, to waive (solely to the extent it would otherwise restrict the operation of a Starbucks specialty retail store, kiosk, cart or other retail unit) the benefits of any exclusivity or protection against similar or competing businesses to which it may be entitled as of the date hereof or become entitled after the date hereof under any Occupancy Agreement or otherwise, beginning on the Effective Date of this Agreement through the termination or expiration of the last Operating Agreement. Licensee shall grant such waivers in the form attached hereto as Exhibit C or Starbucks then-current form. Furthermore, Licensee shall not (a) request or negotiate, or otherwise seek to obtain in the future any exclusivity rights or other protection against similar or competing businesses; or (b) enter into any agreement with a third party by which the Licensee would be restricted, in any manner, from selling the full line of Starbucks products at the Starbucks Store.

ARTICLE 2.0 FEES, ROYALTIES, AND PAYMENTS

2.1 License Fee. In consideration of the rights and obligations granted herein, Licensee will pay a fee (the "License Fee") in the amount of [REDACTED] for the Starbucks Store opened by Licensee in the Licensed Site, as set forth on Exhibit A. The License Fee paid hereunder is due to Starbucks on the execution of this Agreement and is considered fully earned and nonrefundable upon payment.

2.2 Royalty to Starbucks. Starting on the first day that the Starbucks Store in the Licensed Site opens to the public (the “Commencement Date”), Licensee shall pay Starbucks a royalty (the “Royalty”) equal to [REDACTED] of Gross Revenue from the Starbucks Store throughout the term of this Agreement.

“Gross Revenue” shall mean, with respect to the Starbucks Store operated pursuant hereto, the total of all revenues derived from the Starbucks Store during the term of the License, whether such revenues are evidenced by cash, services, property, or other means of exchange, and whether Starbucks offers such services or products in its other locations, and shall include without limitation, the following: (i) sales, monies, property, or receipts from sales, of any nature or kind whatsoever, derived by Licensee or by any other person or entity (including without limitation persons controlling, controlled by, or under common control with Licensee); (ii) sales of Starbucks products in contravention of this Agreement at locations other than the Starbucks Store; (iii) the proceeds of any business interruption insurance allocable to the Starbucks Store; (iv) sales from vending devices allocable to the Starbucks Store; (v) mail, Internet, or telephone orders or filled on or from the Starbucks Store; (vi) all deposits not refunded to purchasers; (vii) orders taken related to the Starbucks Store although filled elsewhere; and (viii) any other fees, commissions, or rental or license receipts, or other revenues received by Licensee related to the Starbucks Store. There shall be no reduction for the costs or expenses of operating the Starbucks Store at the Licensed Site for discounted or sale items, bad debt or for federal, state, or local income taxes or business and occupation taxes related to the Starbucks Store. “Gross Revenue” shall exclude (a) the amount of any state or local sales or use tax actually paid by Licensee attributable to the operations of the Starbucks Store, and (b) sales of fixtures or other capital items sold by Licensee after use thereof in the operation of the Starbucks Store.

2.3 Payment of Royalties. Licensee will calculate the Royalty due to Starbucks for each fiscal month (“Fiscal Month”) (based on a fiscal year of four (4) quarters of thirteen (13) weeks each) and submit payment to Starbucks in the manner required by Starbucks for the amount due together with a statement of Licensee’s Gross Revenue for the Fiscal Month no later than twenty-five (25) days following the expiration of the Fiscal Month for which such Royalty payment is due.

2.3.1 If (i) Licensee fails to pay the Royalty by the twenty-fifth (25th) day following the expiration of the Fiscal Month for which such Royalty payment is due; (ii) Starbucks gives Licensee notice of such failure and five (5) days within which to cure such failure; and (iii) Licensee fails to make payment within such five day period, Licensee shall pay a late fee in the amount of Twenty-Five Dollars (\$25) per day per Starbucks Store beginning on the twenty-sixth (26th) day following the expiration of the Fiscal Month for which such Royalty payment is due and continuing until such Royalty (and the interest accruing on such Royalty in accordance with Section 7.11) has been paid to Starbucks.

2.3.2 Further, without limiting the foregoing, in the event that Licensee fails to pay the Royalty by the twenty-fifth (25th) day following the expiration of the Fiscal Month for which such Royalty payment is due, Starbucks shall have the right to estimate the amount of such Royalty and invoice Licensee for such Royalty which shall constitute notice to Licensee of

its failure to pay pursuant to Section 2.3.1. Licensee shall submit payment within five (5) days of receipt of such invoice. Such estimate shall be in Starbucks sole and absolute discretion and may be based on (i) the monthly and/or weekly report(s) prepared and delivered to Starbucks in accordance with Sections 2.3 and 5.12.2 covering the period for which such Royalty is due; (ii) past weekly or monthly reports prepared and delivered to Starbucks in accordance with Sections 2.3 and 5.12.2; (iii) the volume of coffee and other products purchased for Licensee's Starbucks Store for the Fiscal Month for which such Royalty is due; and (iv) the Royalty paid by comparable licensees of Starbucks for the Fiscal Month for which such Royalty is due, in terms of the number and size of the Starbucks Stores operated by such licensees and the markets in which such stores operate. Notwithstanding anything herein to the contrary, in no event shall any estimate by Starbucks in accordance with this paragraph relieve Licensee of its obligation to timely pay any Royalty as calculated in accordance with Section 2.3 or late fee as calculated in accordance with Section 2.3.1, or allow Licensee to avoid the payment of any interest with respect to any late Royalty in accordance with Section 7.11 or any other penalties or further obligations Starbucks may impose upon Licensee in connection with Licensee's failure to accurately or otherwise report Gross Revenue or timely pay the Royalty, including without limitation those in Sections 5.12.2 and 6.1.2.

2.4 Supplies and Promotional Materials. Licensee shall purchase for the Starbucks Store it opens an initial supply of smallwares and promotional materials from Starbucks and, from time to time, shall purchase additional smallwares and promotional materials from Starbucks or a vendor approved by Starbucks to maintain that supply. Promotional materials are materials such as customer brochures and counter cards that contain the Trademarks. Starbucks will supply these materials to Licensee at the prices set by Starbucks which shall be within the range of prices prevailing in the industry and shall be set forth in the Manual or a supplemental price sheet delivered to Licensee.

2.5 Training and Fees. The form of training will be at Starbucks discretion and set forth in the Manual. Licensee shall pay for the fees and costs typically charged by Starbucks for training at least one (1) Management Employee and six (6) Regular Employees for the Starbucks Store, unless in Starbucks business judgment, the location or size of the Starbucks Store requires additional employees be trained prior to opening. For all other training requested by Licensee or required by Starbucks pursuant to Sections 4.4 and 5.4.2, Starbucks may charge reasonable fees and costs for materials and participation. Starbucks shall not be responsible for any out-of-pocket expenses, travel, hotel, or salary costs incurred during training by Licensee personnel (including without limitation any Management Employees or Regular Employees).

2.6 INTENTIONALLY DELETED. NUMBERING RESERVED.

2.7 Initial Design and Fabrication; Refurbishment Costs.

2.7.1 Design, Fabrication, and Set-up. Starbucks shall provide Licensee with the schematic design and design development drawings (but not permit drawings or detailed construction drawings) for the Starbucks Store at the Licensed Site set forth on Exhibit A, based on plans, specifications and criteria established by Starbucks in accordance with its trade dress and business practice and conformed to the floor plan specifications for the Starbucks Store.

Licensee shall hire an architect or engineer to engage in local code review and shall be responsible for all permitting and code compliance, including the preparation and submission of stamped construction plans acceptable for permit filings. Licensee shall be responsible for all other development expenses associated with the Starbucks Store, including without limitation, expenses necessary to prepare a Licensed Site for installation and construction of the Starbucks Store, expenses for acquiring all furniture, fixtures, signage, equipment and improvements for the Starbucks Store, and all expenses associated with the development, construction and opening of the Starbucks Store. Licensee shall pay for any site survey required for the Starbucks Store and provide the completed survey to Starbucks. Licensee shall build and install the Starbucks Store using a general contractor and Starbucks-approved installer, acting reasonably and diligently completing the construction related thereto in a good and workmanlike manner at Licensee's expense and in accordance with the details and specifications as defined in the design drawings. Licensee may not alter the design of the Starbucks Store without Starbucks prior written approval. The design plans and specifications provided to Licensee are proprietary and confidential information belonging to Starbucks, may not be copied or reproduced except to the extent necessary by Licensee's architects or contractors in the performance of their duties and must be returned to Starbucks upon the closing of the Starbucks Store. The design plans and specifications shall not be used as construction plans or blue-prints for the Starbucks Store, but only as required design concept drawings which shall be incorporated by Licensee and its architect and contractor in the preparation of construction documents. Licensee hereby releases and shall indemnify Starbucks and its agents, including architects and engineers employed or contracted by Starbucks, from any liability or damages arising from code compliance, omissions or structural flaws in the construction of the premises.

2.7.2 Refurbishment. From time to time, at Starbucks request, Licensee, at its expense, shall refurbish the Starbucks Store as needed to maintain the building design, trade dress, color schemes, and presentation then used by Starbucks in its other operations. Refurbishment may include, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements. Design fees related to refurbishment shall be paid for by the Licensee.

2.8 Purchase of Products.

2.8.1 Coffee and Tea. Licensee shall purchase from Starbucks (or any approved supplier specifically designated in writing by Starbucks) all coffee and tea sold in the Starbucks Store(s). Starbucks will sell to Licensee each type and size of the various blends and roasts of coffee to be used in the preparation of on-site beverages for resale and required to be sold in the Starbucks Store(s) at one or more Licensed Sites on the purchase order form required by Starbucks and at the prices set forth on Schedule 2.8 as of the execution of this Agreement, and thereafter at prices adjusted to reflect changes in Starbucks commodity and processing costs, as set forth in the Manual or supplemental price sheets provided to Licensee from time to time, which shall supersede the coffee prices set forth on Schedule 2.8, which is attached hereto. Notwithstanding the foregoing, prices for seasonal, varietal, and rare blend coffees shall be established and revised by Starbucks in its sole discretion.

2.8.2 Other Products. Licensee shall purchase all other products, services, and merchandise required or otherwise approved by Starbucks for sale through the Starbucks Store from either (i) Starbucks; or (ii) such other vendors that meet Starbucks specifications and that have been approved in writing by Starbucks. Items purchased from Starbucks shall be purchased on the purchase order form required by Starbucks. Licensee may submit samples of such products from other vendors to Starbucks for testing and approval under the procedures set forth in Section 5.9.1.

2.8.3 Shipment. All coffee and other products shall be delivered to Licensee's designated destination by Starbucks designated carrier. Policies with respect to products, returns, and product quality are contained in the Manual. The cost of freight for coffee and other products is set forth in Schedule 2.8 and in the product guides and price lists periodically provided to Licensee; except that if Starbucks is required to ship coffee or other products to Licensee's Starbucks Store(s) on an expedited basis for any reason including, without limitation, as a result of improper, inaccurate or insufficient ordering by Licensee, then Licensee shall reimburse Starbucks for the increased cost of freight resulting from such expedited coffee or product shipments.

2.9 Taxes. Licensee shall pay to Starbucks or the appropriate taxing authority, the amount of all sales taxes, gross receipt taxes, use taxes, real estate taxes, personal property taxes, and similar taxes imposed on, or paid on account of, any goods or services or licenses furnished by sale, lease, or otherwise by Starbucks, and all amounts that Starbucks may advance, pay, or become obligated to pay on Licensee's behalf for any reason whatsoever, except for income taxes or similar taxes imposed on net income. Licensee must provide Starbucks with valid and properly executed tax exemption certificates before any such exemption shall become effective.

2.10 Payment of Invoices. All invoices for products, services, fees, and expenses issued by Starbucks are due upon issuance and payable by Licensee in the manner required by Starbucks within thirty (30) days from the date of issuance except as otherwise provided herein.

2.11 Marketing Contribution. With respect to the Starbucks Store operated pursuant hereto, Licensee shall pay to Starbucks a monthly contribution (the "Advertising Fee") in an amount equal to [REDACTED] of the Gross Revenue of the Starbucks Store throughout the term of this Agreement. Licensee will calculate the Advertising Fee due Starbucks for each fiscal month and submit payment for the amount due no later than twenty-five (25) days following the expiration of the month for which such Advertising Fee is due. Starbucks shall direct all advertising and promotional programs, with sole discretion over the concepts, materials and media used in such programs and the placement and allocation thereof. Licensee agrees and acknowledges that the Advertising Fee is intended to maximize general public recognition and acceptance of the Starbucks System, and that Starbucks and its designees undertake no obligation to make expenditures for Licensee or any other participant therein which are equivalent or proportionate to its contribution and that Starbucks shall not be required to render any accounting of such Advertising Fee to Licensee.

Licensee shall independently expend on a quarterly basis an amount not less than one percent (1%) of the Gross Revenue of the Starbucks Store for local or regional advertising and

shall submit to Starbucks a written accounting of such advertising expenditures by the thirtieth (30th) day following the end of each of Starbucks fiscal quarters. Starbucks marketing and legal departments shall approve all such marketing materials, and any use of Starbucks Trademarks, prior to use by Licensee.

ARTICLE 3.0 TERM

3.1 Term of License. Subject to the termination rights of the parties as set forth in Article 6, this Agreement and the License granted in Section 1.1 for the use of the Starbucks System and Trademarks in operating the Starbucks Store (the "Operating Agreement") shall be for a term of [REDACTED] for the Starbucks Store commencing on the Commencement Date and expiring on the last day of the month in which the [REDACTED] anniversary of the Commencement Date for the Starbucks Store occurs. There are no renewal rights under this Agreement. Upon expiration of the Operating Agreement for the Starbucks Store, the parties may negotiate to enter into a new licensing agreement for the Starbucks Store. Any new licensing agreement shall be on Starbucks then-current form of licensing agreement and economic terms.

3.2 Term of Development Right and Obligation. Subject to the termination rights of the parties as set forth in Article 6, the License granted in Section 1.1 for the construction and development of the Starbucks Store at the Licensed Site (the "Development Right and Obligation"), but not the right to operate the existing Starbucks Store for the term set forth in Section 3.1, shall expire on the [REDACTED] anniversary of the Effective Date.

Failure to meet the Development Right and Obligation is a material breach of this Agreement. In the event Licensee does not fulfill the Development Right and Obligation set forth herein for any reason, Starbucks may, at its election, terminate Licensee's right to develop the Starbucks Store.

3.3 Term of Agreement. Subject to the termination rights of the parties as set forth in Article 6 below, this Agreement shall terminate upon the termination or expiration in accordance with Section 3.1 of all Operating Agreements for the Starbucks Store operated by Licensee hereunder.

ARTICLE 4.0 PREOPENING ASSISTANCE AND REQUIREMENTS

4.1 Training Programs. Licensee acknowledges that quality control and adherence to the Starbucks System are required to preserve and enhance the value of the Starbucks System and the License. As a condition precedent to Licensee's right hereunder to open the Starbucks Store to the public, all newly hired and replacement managers of Licensee's Starbucks Store ("Management Employees") shall successfully complete, to Starbucks satisfaction, the "Initial Store Training Program" and the "Advanced Store Training Program". Furthermore, all employees must complete the required training programs prior to working unsupervised in the Starbucks Store. Licensee and Starbucks shall determine training dates for Licensee's staff prior to opening the Starbucks Store. The determination of training dates shall be based on the

projected opening date for the Starbucks Store, the training requirements, and the availability of training locations and personnel. Licensee acknowledges that once training dates have been established the failure of Licensee to make its personnel available for training at the designated location may result in delays in opening, additional training costs and expenses, or other adverse consequences for which Licensee shall be solely responsible. Employees of Licensee having managerial responsibilities at Licensee's Starbucks Store shall have a skill level, training and experience commensurate with the demands of the position, and in keeping with Starbucks high standards for quality products, courteous service, and cleanliness of operations. Also, each non-Management Employee of Licensee who will work in the Starbucks Store ("Regular Employee") shall, prior to, and as a condition precedent to the opening of the Starbucks Store, complete training to Starbucks satisfaction to the level of Starbucks Initial Store Training Program. Such Management Employee(s) and Regular Employee(s) are referred to in this Agreement collectively or where no distinction is intended as "Employee(s)." Licensee shall pay training costs and related expenses of each person who attends any such training programs on its behalf. Starbucks shall not be responsible for paying the salaries and expenses (including without limitation travel, room and board expenses or any other out-of-pocket expenses) of employees of Licensee who are attending training programs. Subsequent to opening the Starbucks Store at the Licensed Site, training with respect to the Starbucks Store shall be governed by Sections 4.4 and 5.4.

4.2 Opening Assistance. Starbucks shall furnish to Licensee one (1) person experienced in the Starbucks System to assist Licensee for a minimum of ten (10) days in conjunction with, and prior to, the opening of the Starbucks Store.

4.3 Opening Timetable. Licensee shall locate the Starbucks Store within the Licensed Site listed on Exhibit A and obtain Starbucks approval for the location within the Licensed Site promptly following execution of this Agreement. Initial training for Licensee's employees will be scheduled [REDACTED] pursuant to this Section. Licensee acknowledges that once an opening date for the Starbucks Store has been established, any postponement of such opening date by Licensee may result in additional shipping costs for equipment, products or inventory, additional training costs and expenses, or other adverse consequences for which Licensee shall be solely responsible. Licensee shall commence construction promptly [REDACTED] and shall open the Starbucks Store promptly [REDACTED]. Within [REDACTED] from the Effective Date, Licensee shall have opened the Starbucks Store contemplated by this Agreement within the Licensed Site listed on Exhibit A.

4.4 Additional Training. Starbucks reserves the right to offer additional, ongoing and supplemental training programs at such times and locations as Starbucks may designate. Starbucks reserves the right to make certain of these training programs mandatory for Licensee, Licensee's management employees, and other key employees. Such training may or may not be at additional cost to Licensee, unless the training is requested by Licensee or required by Starbucks in accordance with Section 5.4.2 on account of (i) turnover of Licensee's Regular or Management Employees; (ii) noncompliance by Licensee with the Starbucks System or Starbucks operational standards, or (iii) failure to adequately staff the Starbucks Store in

accordance with the terms and conditions of this Agreement, in which case Licensee shall reimburse Starbucks for the costs, fees and expenses associated with such training, including without limitation travel, room and board, and a reasonable fee for the time of each Starbucks trainer used in the training. Nothing in this Section 4.4 or Section 5.4.2 shall obligate Starbucks to pay or reimburse Licensee for any salary costs or out-of-pocket expenses, including without limitation, travel and room and board incurred by Licensee in connection with its employees' attendance at training (including without limitation any Management Employees or Regular Employees).

ARTICLE 5.0 OPERATION OF THE BUSINESS

5.1 Standards of Performance and Quality. Licensee acknowledges and agrees that Starbucks (i) maintains high and consistent standards for beverage and food quality and customer service; (ii) has established a favorable public reputation; and (iii) has acquired and created substantial goodwill for specialty retail stores operated under the Starbucks System. Licensee agrees to operate the Starbucks Store in accordance with Starbucks high and consistent standards for merchandise quality and customer service and to maintain such reputation and goodwill. Licensee understands and acknowledges that it is important to Starbucks and Licensee to develop and maintain high and uniform operating standards, to increase the demand for Starbucks products and services, and to protect the reputation and goodwill of Starbucks and the Starbucks System. Without limiting the standards of performance set forth in the Manual, Licensee covenants and agrees as follows:

5.1.1 Licensee shall ensure that the Starbucks Store has continuous coverage during all hours of operation at the staffing levels specified in Section 5.1.18. The continuous coverage of the Starbucks Store must be provided only by Regular Employees who have completed, at a minimum, the Initial Store Training Program and by Management Employees who have completed both Initial Store Training Program and Advanced Store Training Program. In addition, Licensee must ensure that a Management Employee is supervising the Licensed Site during all hours of operation of the Starbucks Store.

5.1.2 Licensee shall operate the Starbucks Store in accordance with the standards of service, advertising, product assortment, promotion, environmental protection, management, and cleanliness prescribed by Starbucks; comply with all business policies, practices, and procedures required by Starbucks; maintain the physical facilities of each Starbucks Store at a "like new" level of cosmetic appearance; offer and sell at the Starbucks Store only those services and products approved by Starbucks; maintain around the perimeter of the Starbucks Store unobstructed aisle space that permits reasonable pedestrian circulation (subject only to portions of the perimeter that consist of or adjoin external walls or other permanent structural features included within the approved design for the Starbucks Store); open and operate continuously no fewer than twelve (12) hours daily, unless approved in writing by Starbucks; refrain from displaying within ten (10) feet from the counter of the Starbucks Store any products, services or other items not approved in writing by Starbucks in its sole and absolute discretion; refrain from otherwise displaying, offering or selling any products, services or other items not approved in writing by Starbucks in its sole and absolute discretion in such a

manner as to suggest an unauthorized association with the Starbucks Store or to denigrate the goodwill and reputation of the Starbucks Store; and maintain the interior and exterior of the Starbucks Store in a sound, clean, and attractive condition.

5.1.3 Except as Starbucks may otherwise direct in writing, Starbucks shall be the sole supplier of coffee, tea and other proprietary items for the Starbucks Store. Subject to Section 5.9.1, Licensee may purchase non-proprietary items from vendors that have been approved by Starbucks. All such non-proprietary items shall meet Starbucks specifications and standards. Licensee agrees to carry Starbucks core items designated by Starbucks which may be modified from time to time. Licensee shall not use, sell, display or promote any other products or merchandise without prior written consent from Starbucks, which may be granted or withheld in Starbucks sole and absolute discretion. Licensee shall obtain and use materials distinctive to the operations of the Starbucks Store (napkins, paper bags, etc.) only of the kind now or hereafter marketed or licensed by Starbucks in accordance with its specifications. Without limiting the foregoing, Licensee specifically acknowledges and agrees that the cup used to serve Starbucks coffee is an integral and valuable part of the Starbucks system. Licensee therefore agrees to use in the operation of its Starbucks Store only cups that comply with Starbucks specifications which are subject to change by Starbucks from time to time.

5.1.4 Licensee shall operate each Starbucks Store solely as a Starbucks Store and for no other purpose. Licensee shall not alter, add to, or delete from any portion of the Starbucks Store, Starbucks System, Trademarks, or Starbucks products as licensed hereunder without Starbucks prior written consent, which Starbucks may grant or withhold in its sole and absolute discretion.

5.1.5 Licensee shall purchase all furniture, fixtures, equipment, supplies, and signage, including replacements, in accordance with Starbucks specifications, and from suppliers approved by Starbucks under Section 5.9.1.

5.1.6 Licensee shall use at all times the methods, materials, and equipment designated by Starbucks to serve customers.

5.1.7 Licensee shall maintain at all times an inventory of goods and supplies sufficient to satisfy customer demand and shall adhere to Starbucks standards concerning beverage preparation and product shelf life.

5.1.8 Licensee shall cause all of its Employees working in the Starbucks Store to follow the dress code designated by Starbucks (including the wearing of certain apparel and conforming their personal appearance) and render competent and courteous service to customers. Licensee's Employees, while working in the Starbucks Store or wearing the Starbucks apron, shall be dedicated solely to such Starbucks Store. Such Employees shall not work at any other business owned or operated by Licensee while working in the Starbucks Store, while wearing the apparel designated by Starbucks dress code, or while wearing items containing Starbucks trade names, service marks or logos.

5.1.9 Licensee shall operate the Starbucks Store as a retail business only under the name “Starbucks Coffee” without any additional or accompanying words or symbols unless otherwise directed or approved by Starbucks in writing, in Starbucks sole and absolute discretion; provided, however, Licensee shall identify itself as a licensed owner of the business in conjunction with any use of the Trademarks, which shall include, but not be limited to, uses on invoices, order forms and contracts, and shall display a conspicuously placed notice of its licensee status at the Starbucks Store licensed pursuant hereto. Licensee shall implement all changes in identification required by Starbucks within forty-five (45) days after receipt of a notice setting out an alternate Trademark pursuant to Section 5.10.2. Licensee shall have no right to allow any other business to be conducted by Licensee or any other person within the Starbucks Store in accordance with this Agreement.

5.1.10 Licensee shall promptly pay when due all trade and supplier accounts, all federal, state, and local taxes (including, but not limited to, income, business and occupation, gross receipts, sales, goods and services, use, property, customs, duties and excise taxes), lease payments, and indebtedness of any kind incurred by Licensee in the operation of the Starbucks Store.

5.1.11 Licensee shall secure, maintain in force, and give evidence to Starbucks on request of all business licenses, permits, registrations, and certificates legally required to operate the Starbucks Store and shall comply with all applicable laws, ordinances, and regulations.

5.1.12 Licensee shall faithfully observe and timely perform all covenants to be observed and performed by it pursuant to any Occupancy Agreements for the location for the Starbucks Store.

5.1.13 Licensee shall replace or install new items of equipment that are obsolete or otherwise mechanically impaired to the extent they require replacement, or as Starbucks may require. Licensee shall maintain the Starbucks Store in the highest degree of repair and condition, and otherwise in a manner consistent with such standards as Starbucks may require, shall promptly make such repairs and replacements thereto as may be required, including, without limitation, repainting, repairs to equipment, and replacement of obsolete signs.

5.1.14 Licensee shall sell no Starbucks branded or co-branded coffee products or other products supplied by Starbucks outside of the Starbucks Store nor to any customer for the purpose of resale by the customer, and all sales by Licensee shall be for retail consumption only.

5.1.15 Licensee shall notify Starbucks in writing within ten (10) days of the commencement of any action, suit, or proceeding, or the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality that pertains to the Starbucks Store or that may adversely affect Licensee’s operation of the Starbucks Store or ability to meet its obligations hereunder.

5.1.16 Starbucks shall lend a copy or copies of its proprietary Manual to Licensee for its use during the term of this Agreement. Alternatively, Starbucks may choose to lend Licensee an electronic copy of the Manual. Licensee agrees that at the termination or expiration of this Agreement, Licensee shall return all copies of the Manual loaned to it by Starbucks. Licensee shall not at any time copy, publish, disclose or distribute the Manual or any part thereof. Starbucks may from time to time revise the contents of the Manual, and Licensee expressly agrees to comply with each new or changed standard set forth therein.

5.1.17 Licensee agrees to keep the copy or copies of the proprietary Starbucks Manual loaned to it by Starbucks current and in a secure location. If a dispute occurs relating to the contents of the Manual, the copies maintained by Starbucks at its principal place of business shall be controlling. Licensee may not at any time copy, duplicate, record, otherwise reproduce or disclose any part of the Manual or use the Manual for any purpose other than the operation of the Starbucks Store. Starbucks reserves the right to impose a fee for any replacement Manual requested by Licensee, if the replacement is necessitated by Licensee's failure to maintain or update the Manual as provided above or by Licensee's loss of the Manual.

5.1.18 Licensee shall hire such Employees for the Starbucks Store as may be necessary or appropriate to staff the Starbucks Store and to provide for the continuous operation at the store. There shall be a minimum of two (2) Employees for the Starbucks Store who are dedicated solely to staffing the Starbucks Store during all hours of operation. Licensee shall provide all goods and services in accordance with the Manual. Licensee will be exclusively responsible for the terms and conditions of employment and compensation of all Employees working in the Starbucks Store.

5.2 Inspection. Licensee agrees to permit representatives of Starbucks to inspect Licensee's business locations and operating methods during normal business hours to determine the condition of the Starbucks Store and Licensee's compliance with this Agreement. Starbucks shall have the right to remove samples of items or other products sold at the Starbucks Store. Licensee agrees to present to its customers all evaluation forms periodically prescribed by Starbucks, and participate and/or request Licensee's customers to participate in any surveys performed by Starbucks or its designee.

5.3 Prices. Starbucks shall give Licensee, upon execution of this Agreement and twice per year thereafter, a list of prices charged by Starbucks at its company-owned stores in the metropolitan area closest to the Starbucks Store. Licensee shall determine the prices charged by it to its customers at the Starbucks Store, and failure to accept or follow any such list of prices will not hinder or adversely affect the business relationship between Licensee and Starbucks or any other person, firm or corporation; provided, however, should applicable federal and state law permit, Starbucks reserves the right to make a maximum price designation and thereby require that prices designated by Licensee shall be no higher than [REDACTED] of the prices on the list provided by Starbucks for stores in the metropolitan area closest to the Starbucks Store.

5.4 Employee Training.

5.4.1 Licensee agrees that each Management Employee and each Regular Employee must at all times meet the training requirements specified by Starbucks. Notwithstanding any training provided by Starbucks, Starbucks has no responsibility for the quality of any products provided by Licensee to its customers except for beans and other products manufactured by Starbucks and provided to Licensee.

5.4.2 Starbucks shall provide the initial training of Licensee's initial staff at the locations designated by Starbucks. Licensee shall bear any direct costs and fees associated with any additional training requested by Licensee, and Licensee shall also bear such costs and fees if Starbucks reasonably determines based upon its systemwide experience that the training is required due to (i) turnover of Licensee's Regular or Management Employees at the Starbucks Store; or (ii) noncompliance by Licensee with the Starbucks System or Starbucks operational standards in the Starbucks Store, or as a result of the failure by Licensee to adequately staff the Starbucks Store prior to such store's opening in accordance with the terms and conditions of this Agreement. For any such training that Starbucks determines to be required in accordance with the foregoing, Starbucks shall be entitled to charge Licensee for the costs, fees and expenses associated with such training, including without limitation travel, room and board, and a reasonable fee for the time of each Starbucks trainer used to complete the training. Starbucks shall provide any other training suggested by Starbucks and paid for by Licensee, but not otherwise required hereunder. In any event, Licensee shall pay all travel, room and board, salary and salary-related expenses, and other costs and expenses of each person who attends any Starbucks training program on Licensee's behalf.

5.5 Advertising.

5.5.1 All advertising for its Starbucks Store conducted by Licensee must be dignified and must conform to the highest ethical advertising standards and to policies prescribed by Starbucks. All advertising, promotional, or marketing plans and materials that Licensee uses shall be developed by Starbucks, or shall be developed by Licensee and approved (except with respect to prices charged) in writing by Starbucks before use, which approval may be granted or withheld in Starbucks sole and absolute discretion. Starbucks shall approve or reject such advertising, promotional, or marketing plans and materials within thirty (30) days of request for approval by Licensee. If Starbucks does not approve the request within such thirty (30) day period, the advertising, promotional, or marketing plans and materials shall be deemed disapproved.

5.5.2 Licensee agrees to keep visible to customers at its Starbucks Store at all times a display, a counter card, a supply of catalogs, or such other items promoting Starbucks mail order, e-commerce or other computer sales business as Starbucks may reasonably designate, provided that Starbucks gives such materials to Licensee without charge.

5.5.3 Licensee agrees to participate, at its expense, in the national promotional calendar designated by Starbucks for Licensee's Starbucks Store.

5.6 Insurance.

5.6.1 At all times during the term of this Agreement, Licensee shall keep in effect the following types of insurance: (i) such insurance as may be required by any Occupancy Agreements covering the Starbucks Store premises, including but not limited to course of construction insurance, all-risk commercial property insurance and business interruption insurance in an amount that is at least equal to the replacement cost of the building and its contents; (ii) workers' compensation or qualified self-insurance; (iii) commercial general liability insurance or qualified self-insurance, including products liability, completed operations hazard, insured contracts liability, premises liability, contractual liability, advertising injury liability and personal injury liability insurance, Starbucks acknowledges that the Licensee's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management and limits of liability are Five Hundred Thousand Dollars (\$500,000) Combined Single Limits, which amount is the Licensee's limit of liability under the Idaho Tort Claims Act; (iv) such other insurance as may be required by law; and (v) such other policies or increased coverage limits as Starbucks may reasonably require from time to time. Licensee's commercial general liability insurance policy shall name Starbucks as an additional insured, and shall provide that Starbucks shall receive thirty (30) days prior written notice of termination, expiration, lapse, cancellation, or material change or amendment of any such policy.

All policies shall be written with insurers with a rating of A-VII or better in Best's insurance guide and each insurer shall be licensed to do business in the jurisdiction in which the Starbucks Store is located. Licensee may also obtain such other or additional insurance as it deems proper in connection with the operation of the Starbucks Store. Nothing herein contained shall be construed as a representation or warranty by Starbucks that such insurance as may be specified or suggested by Starbucks from time to time will insure Licensee against all insurable risks or amounts of loss which may or can arise out of or in connection with this Agreement, the License or the operation of the Starbucks Store. Maintenance of any such insurance or compliance by Licensee with its rights under this Section shall not relieve Licensee of its liability under the indemnification provisions of this Agreement as set forth in Section 5.15.

5.6.2 Licensee shall notify Starbucks of the effective date of each insurance policy and shall submit to Starbucks annually a current certificate of insurance that provides evidence that the required coverage is in effect. The certificate of insurance shall specifically note that Starbucks is an additional insured on Licensee's commercial general liability insurance policy.

5.6.3 Starbucks or its insurer shall have the right to participate in discussions with Licensee's insurance carrier and shall have the right to participate with Licensee's insurance carrier in discussions with any claimant regarding any action relating to Licensee's Starbucks Store in which Starbucks or its insurer is named as a codefendant, and Licensee agrees to adopt Starbucks reasonable recommendations to Licensee's insurance carrier regarding the defense or settlement of any such claims.

5.7 Procurement of Insurance. If Licensee at any time fails to maintain in effect any insurance coverage required by Starbucks or to furnish satisfactory evidence thereof,

Starbucks in addition to its other rights and remedies under this Agreement at law or in equity, may, but need not, obtain such insurance coverage on behalf of Licensee, and Licensee shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to Starbucks on demand any premiums and any expenses of procurement incurred by Starbucks.

5.8 Signs. Licensee shall pay all costs and expenses of signage, and shall use in connection with its Starbucks Store only those signs that Starbucks, in its sole and absolute discretion, has approved in writing. Licensee shall, at all times, maintain and display signs that reflect the current image of the Starbucks System, which shall be the color, size, design, and materials specified by Starbucks, in its sole and absolute discretion, and subject to the approval of any applicable governing entity or the Lessor that controls the Licensed Site if required by any applicable Occupancy Agreement. Such signs shall be placed by Licensee in the locations specified by Starbucks, in its sole and absolute discretion, and subject to the approval of any applicable governing entity or the Lessor that controls the Licensed Site if required by any applicable Occupancy Agreement. Licensee agrees that it shall not use any handwritten signs (unless expressly permitted by Starbucks). On receipt of notice by Starbucks of a requirement to alter any existing sign on its premises, Licensee will, at its cost and expense, make the required changes within forty-five (45) days, subject to the approval of the applicable governing entity or body or Lessor for the Licensed Site, if required. Licensee shall not place or allow to be placed additional signs or posters on its premises without the prior written consent of Starbucks, which may be granted or withheld in Starbucks sole and absolute discretion.

5.9 Purchases from Starbucks and Approved Suppliers.

5.9.1 To promote the uniformity and quality of the Starbucks System, Licensee shall purchase for the Starbucks Store all coffee and tea used in or sold from the Starbucks Store from Starbucks or its approved supplier, except as Starbucks may otherwise direct in writing from time to time, and all goods, products, and supplies used in or sold from the Starbucks Store only from Starbucks or from suppliers approved in writing by Starbucks, acting in its sole and absolute discretion. In considering its approval, Starbucks may require Licensee to submit samples or specifications of any goods or supplies from a proposed supplier to Starbucks or to any other person for testing and Licensee shall bear any cost of such testing. Starbucks will notify Licensee of the grant or denial of such approval or of Starbucks need for additional information or samples within thirty (30) days of the submission of specifications or samples and if Starbucks does not notify Licensee within such thirty (30) day period, Starbucks shall be deemed to have disapproved such goods, products or supplies, as the case may be. All coffees, teas, goods, products, and supplies purchased from Starbucks shall be purchased in accordance with the order format and ordering system required by Starbucks as it may designate from time to time.

5.9.2 Starbucks may change the prices, delivery terms, payment terms, and other terms relating to its sale of goods, products and supplies to Licensee, other than coffee prices, without prior notice, and may change coffee prices as set forth on Schedule 2.8 and in Section 2.8.1 herein. Starbucks, in its sole and absolute discretion, may discontinue the sale of

any product at any time if in Starbucks sole judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable.

5.9.3 Starbucks shall not be liable to Licensee for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of Starbucks.

5.9.4 Starbucks may act as a manufacturer or wholesaler of goods, products, and/or supplies purchased by Licensee and shall be entitled to a reasonable return comparable to other wholesalers or other manufacturers for similar items in the marketplace. In addition to the foregoing, Licensee agrees to pay the price set by Starbucks, which shall be within the range of prices prevailing in the industry, for all goods, products, and supplies ordered and purchased directly from Starbucks, except for coffees purchased at prices set forth in Schedule 2.8 or as adjusted in accordance therewith, with the actual prices for such items prevailing from time to time to be set forth in the Manual or a supplemental price sheet delivered to Licensee. In addition to the foregoing, Licensee acknowledges and agrees that Starbucks shall have the right to receive from third parties (including but not limited to third parties from which the Licensee may be required to purchase goods, products, and/or supplies) payments, rebates, license fees, and other compensation, which amounts may be based upon the amount of Licensee's purchases from such third parties and which amounts may be retained by Starbucks and used for any corporate purposes Starbucks deems appropriate.

5.9.5 On the termination or expiration of this Agreement, Starbucks shall not be obliged to fill or ship any orders then pending or made any time thereafter by Licensee.

5.9.6 Equipment or other products that are not manufactured by Starbucks but which are sold or otherwise provided to Licensee by Starbucks for sale or use in the Starbucks Store will be accompanied by a warranty, if any, only from the manufacturer or supplier to the Starbucks Store customer purchasing such equipment or products or to Licensee, as the case may be, and only to the extent any such warranty extended to Starbucks is transferable. Starbucks will not itself offer or make any warranty to such Starbucks Store customer or to Licensee. Starbucks will not be responsible for providing warranty service to any such Starbucks Store customer or to Licensee for such equipment or products.

5.9.7 EXCEPT FOR THE WARRANTIES REFERENCED IN SECTION 5.9.6 ABOVE WHICH MAY BE PASSED THROUGH TO THE STARBUCKS STORE CUSTOMERS OR TO LICENSEE FROM MANUFACTURERS OR SUPPLIERS, STARBUCKS PROVIDES NO WARRANTY TO THE STARBUCKS STORE CUSTOMERS OR TO LICENSEE WITH RESPECT TO EQUIPMENT OR OTHER PRODUCTS NOT MANUFACTURED BY STARBUCKS BUT WHICH ARE SOLD OR OTHERWISE PROVIDED TO LICENSEE BY STARBUCKS FOR SALE OR USE IN THE STARBUCKS STORE. THE WARRANTIES, IF ANY, OF THE MANUFACTURER OR SUPPLIER OF SUCH EQUIPMENT OR PRODUCTS TO THE STARBUCKS STORE CUSTOMER PURCHASING SUCH EQUIPMENT OR PRODUCTS OR TO LICENSEE, AS THE CASE MAY BE, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED,

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE.

5.9.8 If Licensee becomes aware that any products purchased by Licensee hereunder, or any ingredient or component thereof, is or may become harmful to persons or property, or that the same is mislabeled, Licensee shall immediately give notice of such problem or defect to Starbucks and shall provide to Starbucks all information in its possession with respect to such problem or defect. Licensee shall take such steps as may be required by applicable law to protect the interests of the public, and such additional steps as Starbucks may specify, and comply diligently with all product recall procedures established by Starbucks and/or any applicable government agency. If Licensee fails or refuses to comply with any such steps or recall procedures, Starbucks may (but is not required to) take such action as it deems necessary to suspend the sale of such products at Licensee's Starbucks Store to consumers, and Licensee shall reimburse Starbucks for any costs and expenses it incurs.

5.10 Trademarks.

5.10.1 Licensee agrees that all references in this Agreement regarding rights of ownership and all benefits of ownership and the use of the Trademarks are understood to run, and it is agreed that such rights and benefits shall run, to Starbucks, or its successors in interest, as owner of the Trademarks. Licensee agrees that it shall use only the Trademarks in the operation of the Starbucks Store and no other trade name or trademark and shall use the Trademarks only for the term of this Agreement.

5.10.2 Starbucks expressly reserves the right to change the Trademarks or substitute any other trade name, trademark, service name, or service mark at any time. If Starbucks makes such a change, each new mark or name shall be a "Trademark" for purposes of this Agreement and shall replace the appropriate discontinued mark or name used in this Agreement.

5.10.3 Licensee agrees that it will not use or display any Trademark or any variation thereof other than in strict conformity with Starbucks specifications and the provisions of this Agreement, that Licensee has no right to license any person to use any Trademark, and that Licensee shall not use any Trademark or any phonetically or visually similar name or mark or any combination or variation thereof in any legal name of any corporation, partnership, or other organization or business without Starbucks express prior written consent, which may be granted or withheld in Starbucks sole and absolute discretion. Neither during nor after the term of this Agreement, shall Licensee take, permit or participate in any action that does or may adversely affect the goodwill associated with any Trademark. Without limiting the foregoing, without Starbucks express prior written consent, which may be granted or withheld in Starbucks sole and absolute discretion, Licensee shall not use any Trademark in any computer or other media network and shall not establish a website or "home page" or other advertising or reference source relating to any Trademark in any computer or other media network.

5.10.4 Licensee shall not imprint or authorize any person to imprint any Trademark on any product without the express prior written approval of Starbucks. Licensee

shall not use the Trademarks in connection with any offering of securities or any request for credit without the prior express written approval of Starbucks. Starbucks may withhold or condition any approval related to the Trademarks, including those described in this Section, in its sole and absolute discretion.

5.10.5 If Licensee learns of the use of the name “Starbucks”, any other Trademark, or any phonetically or visually similar name or mark by another, Licensee shall promptly inform Starbucks. If another person claims that Licensee’s use of a Trademark infringes upon the rights of such other person, Licensee shall promptly notify Starbucks. Starbucks shall wholly control any litigation or other proceeding with respect to any Trademark, shall be solely responsible for all of its attorneys’ fees associated with such litigation or other proceeding, and shall be entitled to all damages awarded based on infringement of any Trademark.

5.10.6 If Starbucks changes any Trademark, Licensee agrees to comply with the change within forty-five (45) days after notice thereof by Starbucks, at Licensee’s expense.

5.10.7 Licensee acknowledges and recognizes exclusive ownership of the Trademarks by Starbucks, the interest therein of Starbucks and the validity of the Trademarks, and agrees that its use of the Trademarks inures to the benefit of Starbucks. Licensee agrees not to contest or assist anyone in contesting at any time during or after the term of this Agreement, in any manner, the validity of any Trademark or its registration, and Licensee further agrees to maintain the integrity of the Trademarks and to prevent their dilution. Licensee agrees that nothing in this Agreement shall grant Licensee any right, title, or interest in the Trademarks.

5.10.8 Starbucks makes no representation or warranty about the rights of Starbucks or Licensee to use the Trademarks.

5.11 Confidential Information.

5.11.1 Licensee has or will have knowledge concerning the Starbucks System and other confidential matters necessary or useful to the successful development of the Starbucks Store, such as Starbucks plans, strategy, costing, prospects, potential locations and all information in the Manual and any and all information pertaining to the Starbucks System (the “Confidential Information”). Confidential Information does not include information that is or has become a part of the public domain through publication or communication by others, or that Licensee can show was already legally in Licensee's possession before receipt from Starbucks. Licensee acknowledges that the Confidential Information is confidential, proprietary information, and a trade secret of Starbucks.

5.11.2 Licensee hereby covenants to treat as confidential at all times the Confidential Information and to use all reasonable efforts to keep such information confidential. The parties agree to honor the terms of their existing Confidentiality and Nondisclosure Agreement which is incorporated by reference into this Agreement. Licensee acknowledges that the unauthorized use or publication or disclosure of such Confidential Information will cause incalculable and irreparable injury to Starbucks. Licensee accordingly agrees that it shall not at

any time during or after the term of this Agreement publish, disclose or use or permit the use (except as may be required by applicable law or authorized by this Agreement) of the Confidential Information, in whole or in part, or otherwise make the same available to any unauthorized person or source without Starbucks prior written consent, which may be granted or withheld in its sole and absolute discretion.

5.11.3 Licensee shall grant access to the Confidential Information to its employees only on a need-to-know basis, and shall ensure that its Management Employees do not, during the term of their employment or thereafter, communicate, divulge, or use for the benefit of anyone, any Confidential Information that they may acquire during their employment with Licensee at the Starbucks Store.

5.11.4 If Licensee has any reason to believe that any Management Employee has violated the provisions of the Confidentiality and Nondisclosure Agreement, Licensee shall promptly notify Starbucks and shall cooperate with Starbucks to protect Starbucks against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the judgment of Starbucks, such action is necessary or advisable.

5.11.5 In view of the importance of the Trademarks and the Confidential Information and the incalculable and irreparable harm that would result to Starbucks if Licensee were to breach its covenants and agreements in connection with these matters, Licensee agrees that Starbucks may seek specific performance and/or injunctive relief without being required to post any bond or other security to enforce the covenants and agreements in this Agreement, in addition to any other relief to which Starbucks may be entitled at law or in equity.

5.11.6 Licensee shall not disclose the substance of this Agreement to any third party. If Licensee needs to disclose the substance of this Agreement to inform entities from which it is seeking Occupancy Agreements or as necessary to obtain any governmental permits, licenses, approvals, etc., or to the extent required by the lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over Licensee, then Licensee must obtain Starbucks prior written consent. If University, after consultation with counsel, determines that disclosure of the substance or terms of this Agreement, the Manual or other Confidential Information is necessary pursuant to the requirements of any applicable law, University shall be required to consult Starbucks within a reasonable amount of time before such disclosure is first delivered (but in no case less than three (3) days before the delivery date) in regards to the scope of the required disclosure. However, in any case, University shall seek confidential treatment of the material economic terms of this Agreement, including, but not limited to: (i) the number of Starbucks Stores licensed hereunder, (ii) the License Fee, (iii) the Royalty, (iv) the prices of any products or supplies sold to Licensee by Starbucks, (v) the Advertising Fee, (vi) the term, renewal term or term of development rights contained in Article 3 of this Agreement, (vii) the opening timetable contained in Section 4.3 of this Agreement, (viii) the percentage increase limit on prices contained in Section 5.3 of this Agreement, and (ix) the Coffee Price Adjustment Calculation contained in Schedule 2.8 or any later addendum to Schedule 2.8.

5.11.7 Starbucks and Licensee shall cooperate with one another and shall mutually agree upon any press release or other public announcement by Licensee or Starbucks regarding or relating to the existence or substance of this Agreement.

5.12 Accounting, Reports, and Records.

5.12.1 Licensee shall prepare, and keep for a period of not less than three (3) years following the end of each of its fiscal years, adequate books and records with respect to the Starbucks Store, which shall be segregated from the general books and records of Licensee's operations, showing inventories and receipts of all inventory, daily receipts in, at, or from the Starbucks Store, applicable sales, goods and services and similar tax returns (if any), all pertinent original serially numbered sales slips and cash register records, and such other sales records as may be required by Starbucks from time to time, in a form suitable for an audit or review of its records by an authorized auditor or agent of Starbucks. Licensee shall permit Starbucks or its duly authorized auditor or agent to inspect, audit, review, examine and make copies from Licensee's books and accounting records for the Starbucks Store at any reasonable time during normal business hours.

5.12.2 Licensee shall submit reports of Gross Revenue for the Starbucks Store to Starbucks weekly, for the preceding week, and monthly as required by Section 2.3, and at such other intervals as Starbucks may reasonably require. Starbucks agrees that this information is confidential (except to the extent that applicable law requires disclosure or that Starbucks uses it to prepare reports detailing average sales and income and similar statistics). Reports shall be in the form required by Starbucks, including sales breakdowns by category or item. Licensee shall also submit information reasonably deemed necessary by Starbucks to determine the success of the store or marketing efforts, such as total customers or transaction counts for the Starbucks Store or for the Licensed Site in which the Starbucks Store is located. Starbucks may require that Licensee connect the Starbucks Store to Starbucks point-of-sale system at Licensee's cost or otherwise give daily reports of sales to Starbucks, for example, via the Internet, or via an intranet or extranet. Starbucks may require Licensee to submit annual reports of Gross Revenue for the Starbucks Store prepared at Licensee's expense and reviewed and approved by Licensee's internal audit staff. Starbucks also has the right to conduct an audit or review of the books of Licensee's Starbucks Store at any time, and Licensee shall cooperate fully in such audit or review. If an audit or review reveals that any Gross Revenue for the Starbucks Store has been understated in any report to Starbucks, then Licensee shall pay Starbucks the Royalty and Advertising Fee due on the understated Gross Revenue immediately on demand, together with interest at twelve percent (12%) per annum or, if lower, the maximum rate permitted by law. In addition, if an audit or review reveals that Gross Revenue for the Starbucks Store was understated by two percent (2%) or more during the period audited, Licensee shall reimburse Starbucks for all costs and expenses incurred in connection with the audit or review. The foregoing remedies shall be in addition to any other remedies available to Starbucks at law or in equity.

5.13 Promotional Programs. Licensee acknowledges and agrees that the best interests of the Starbucks System and of its Starbucks Store are likely to be maximized by a cooperative and consistent approach on a systemwide basis to certain Starbucks promotional

marketing campaigns. Accordingly, upon notification by Starbucks of any proposed promotional campaign involving Gift Certificates, Coupons or Discounts (each as defined hereunder), then Licensee shall honor all Gift Certificates, Coupons, Discounts, and similar promotions provided by Starbucks in connection with such promotional campaign that are presented by Licensee's Starbucks Store customers. For the purposes hereof (i) "Gift Certificates" shall mean certificates, tokens or other instruments sold for their face value, or a portion thereof, and entitling each holder or bearer to a credit in the amount of such face value for goods or services at the Starbucks Store operated by Licensee or other operators in the Starbucks System; (ii) "Coupons" shall mean certificates, tokens or other instruments distributed without consideration for promotional purposes and entitling each holder or bearer to a credit or discount with respect to goods or services generally or with respect to designated goods or services at the Starbucks Store operated by Licensee or other operators in the Starbucks System; and (iii) "Discounts" shall mean advertised credits or discounts with respect to goods or services generally or with respect to designated goods or services not represented by certificates, tokens or other instruments and generally available to any customer complying with the conditions thereof at the Starbucks Store operated by Licensee or other operators in the Starbucks System. Starbucks shall reimburse Licensee for any direct costs incurred by Licensee with respect to any redeemed Gift Certificates presented under any such program, but Starbucks shall have no obligation to reimburse Licensee for Coupons, Discounts, and other similar promotions.

5.14 Customer Lists. Starbucks may, from time to time, provide to Licensee cards designated to collect customer information whereby customers voluntarily mail the completed card to Starbucks or its designee (e.g., comment cards). Licensee agrees that all rights in any such customer information shall belong solely to Starbucks, and Licensee shall not have any right to use, sell, or disclose this information to any third party without the express written permission of Starbucks.

5.15 Indemnification. Licensee, subject to the limits of liability as specified in Idaho Code section 6-926, hereby agrees to indemnify, defend, protect and hold harmless Starbucks, its officers, directors, shareholders, employees, agents, and attorneys, and each of them, in their corporate and individual capacities, from any expense, liability or damage any of them may incur, including reasonable attorneys' fees, as a result of claims, demands, costs, awards or judgments of any kind or nature, by anyone whomsoever, arising out of or otherwise connected with this Agreement (including without limitation any claim that Licensee's execution and performance of this Agreement is in violation of contractual rights or obligations owed by Licensee to any third party), the License, the Trademarks, the Confidential Information, the ownership, maintenance, or operation of the Starbucks Store, or any act of omission or commission by Licensee or its officers, directors, shareholders, partners, employees, or agents, except to the extent such liability or damage is due to the negligence or fault of Starbucks (it being acknowledged and agreed to by the parties that any claims related to the temperature of coffee beverages sold at the Starbucks Store shall not be attributable to the negligence or fault of Starbucks). Licensee's obligations to indemnify and the rights of Starbucks and its officers, directors, shareholders, employees, agents, and attorneys to indemnification under this Section shall survive assignment, transfer, termination or expiration of this Agreement.

Licensee shall immediately undertake the defense of any legal action against or involving Starbucks and shall retain reputable, competent and experienced counsel to represent the interests of Starbucks. Licensee shall notify Starbucks of the identity of such counsel not less than forty-eight (48) hours prior to retaining them. Starbucks shall have the right to obtain separate counsel and to participate in the defense, compromise or settlement of the action. Starbucks shall not be required to seek recovery from third parties or otherwise mitigate its losses to recover the full amount of its indemnified losses and expenses from Licensee. Licensee shall not settle or compromise any legal action without the specific prior written consent of Starbucks, which may be granted or withheld in its sole and absolute discretion.

ARTICLE 6.0 TERMINATION; TRANSFERS

6.1 Termination; Default.

6.1.1 The License and this Agreement may be terminated at any time by mutual agreement of Licensee and Starbucks. In addition, either Licensee or Starbucks may terminate the License and this Agreement on the fifth anniversary of the Commencement Date for the Starbucks Store.

6.1.2 Starbucks may terminate the License and this Agreement due to default by Licensee by written notice to Licensee at any time before its expiration on any of the following grounds:

6.1.2.1 Licensee's failure to pay Starbucks any sums due and owing Starbucks under this Agreement, including, but not limited to the License Fee, Royalties and Advertising Fee, as applicable, within five (5) days after receipt of written notice of default.

6.1.2.2 Licensee's failure to comply with the Trademark provisions of this Agreement within five (5) days after receipt from Starbucks of notice of default.

6.1.2.3 By giving Licensee not less than thirty (30) days prior written notice of termination (or such longer notice as may be required by applicable law) on the failure of Licensee to comply with any terms required to be observed by Licensee under this Agreement or any other agreement between Starbucks and Licensee, or on any grounds that are a basis for termination of the License under applicable law and, in the case of any such default capable of being cured, failure to cure such default within thirty (30) days after receipt of written notice of such default.

6.1.2.4 On the third (3rd) default by Licensee within any twelve (12) month period, after two (2) such defaults of which Licensee was given notice and an opportunity to cure, regardless of whether previous defaults were cured, and without affording Licensee any additional time to cure such default.

6.1.2.5 On not less than thirty (30) days prior written notice on the occurrence of any one or more of the following events: (i) a condemnation or transfer in lieu of

condemnation, or the withdrawal of permission from the applicable Lessor that results in Licensee's inability to continue operation of the Starbucks Store; (ii) casualty damage to the Starbucks Store that cannot reasonably be repaired or replaced within thirty (30) days; (iii) closing of the Starbucks Store required by law if such closing was not the result of a violation by Starbucks.

6.1.2.6 Licensee's filing of a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or Licensee's admission or failure to contest the material allegations of any such pleading filed against it, the entry of an order for relief against Licensee under the Bankruptcy Code, the adjudication of Licensee as insolvent, the appointment of a receiver for a substantial part of the assets of Licensee or its Starbucks Store, the abatement of the claims of creditors of Licensee or the Starbucks Store under any law, or the making of an assignment for the benefit of creditors, or similar disposition of the assets of the Starbucks Store.

6.1.2.7 Licensee's participation in fraud or criminal misconduct relating to operation of the Starbucks Store or if Licensee or any of its officers, directors, or key employees is convicted of or pleads guilty or *nolo contendere* to a charge of any felony, or any law, the violation of which will adversely affect the Starbucks Store, any Trademark, any Confidential Information, or the reputation of Starbucks or Licensee.

6.1.2.8 Licensee's assignment, transfer, or attempt to assign or transfer its ownership interest in (i) the Starbucks Store, this License or the Agreement, or Licensee in whole or in part; or (ii) any portion of the premises upon which the Starbucks Store is located, in a manner inconsistent with the provisions of Section 6.5 of this Agreement.

6.1.2.9 Licensee's failure to have its Employees complete successfully and timely the Initial Store Training Program.

6.1.2.10 Licensee's submission to Starbucks on three (3) or more separate occasions at any time during the term of the License a periodic report, financial statement, tax return or schedule, or other information that understates the Gross Revenue of the Starbucks Store for any period by more than two percent (2%).

6.1.2.11 Licensee's unauthorized use, disclosure, or duplication of the Confidential Information.

6.1.2.12 Licensee's cessation of operations, surrender or transfer of control of the Starbucks Store without Starbucks prior written consent, which may be granted or withheld in its sole and absolute discretion.

6.1.2.13 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Starbucks Store.

6.1.2.14 Starbucks discovers that Licensee made a material misrepresentation or omitted a material fact in the information that was furnished to Starbucks in

connection with its decision to enter into this Agreement or Licensee knowingly falsifies any report required to be furnished to Starbucks or makes any material misrepresentation in its dealings with Starbucks or fails to disclose any material facts to Starbucks during the term of this Agreement.

6.1.2.15 If Licensee, at any time (i) offers for sale from the Starbucks Store under this Agreement any coffee products, coffee-based beverages or offers for sale any other unauthorized items in the Starbucks Store other than those approved by Starbucks; or (ii) if Licensee enters into any agreement with a third party that would prohibit Licensee from selling a complete line of Starbucks products at the Starbucks Store.

6.1.3 Termination shall be without prejudice to any other rights or remedies that Starbucks shall have in law or in equity.

6.2 Computation of Liquidated Damages. If Starbucks terminates pursuant to Section 6.1.2 of this Agreement (i) this entire Agreement; or (ii) an individual Starbucks Store, then, within thirty (30) days after the effective date of termination, Licensee will pay Starbucks liquidated damages for each terminated Starbucks Store as follows:

6.2.1 If the termination date is on or after the first anniversary of the Commencement Date for the Starbucks Store at issue, damages shall include (as liquidated damages and not as a penalty) an amount equal to:

- (i) the average sum of Royalties and Advertising Fees due and payable under this Agreement for the last twelve (12) full calendar months of the Starbucks Store's operation multiplied by thirty-six (36), or multiplied by the number of months actually left in the term if less than thirty-six (36); plus
- (ii) the average sum of products purchased by Licensee from Starbucks for the last twelve (12) full calendar months of the Starbucks Store's operation multiplied by twelve (12), or multiplied by the number of months actually left in the term if less than twelve (12).

6.2.2 If the termination date is prior to the first anniversary of the Commencement Date for the Starbucks Store at issue, damages shall include (as liquidated damages and not as a penalty) an amount equal to:

- (i) the Royalties and Advertising Fees due and payable by the Starbucks Stores over the last full calendar month of the Starbucks Store's operation multiplied by thirty-six (36); plus
- (ii) the sum of products purchased by Licensee from Starbucks over the last full calendar month of the Starbucks Store's operation multiplied by twelve (12).

6.2.3 In either case, Licensee shall pay all applicable taxes on such payments. The parties acknowledge and agree that Licensee's payment of liquidated damages is not a penalty, and is intended by the parties to represent just compensation for lost future revenues resulting from Licensee's breach of this Agreement, which otherwise would be difficult to estimate accurately because of that breach. If any court of competent jurisdiction holds that this liquidated damages Section is not enforceable, then Starbucks shall be entitled to collect consequential damages resulting from Licensee's breach.

6.3 Licensee's Obligations upon Termination or Expiration. On termination or expiration of this Agreement for any reason, with respect to the Starbucks Store, Licensee agrees as follows:

6.3.1 Licensee shall immediately pay all sums due and owing to Starbucks, including any expenses incurred by Starbucks in obtaining injunctive relief for the enforcement of this Agreement.

6.3.2 Licensee shall immediately cease to operate the Starbucks Store, and shall not thereafter, directly or indirectly, hold the location out as a Starbucks Store.

6.3.3 Licensee shall immediately cease using all of the Confidential Information, the Trademarks, and any confusingly similar names, marks, systems, insignia, symbols, or other rights, procedures, and methods. Licensee shall, subject to the provisions of Section 6.4, deliver all goods and materials containing the Trademarks to Starbucks and Starbucks shall have the sole and exclusive use of any items containing the Trademarks. Licensee shall immediately make any specified changes to the location as Starbucks may reasonably require for this purpose, which shall include, but not be limited to, removal of the signs, custom decorations, and promotional materials.

6.3.4 Licensee shall immediately cease representing itself as then or formerly a licensee or other affiliate of Starbucks.

6.3.5 Licensee shall immediately return all copies of the Manual and all written materials incorporating Confidential Information and any copies thereof to Starbucks.

6.3.6 Licensee shall immediately cancel all assumed name or equivalent registrations relating to its use of any Trademark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers and web search engines of the termination or expiration of Licensee's right to use any telephone number and any classified or other telephone directory listings Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with its Starbucks Store, and authorize their transfer to Starbucks.

6.3.7 If Starbucks so elects, at its sole option, upon any termination or expiration of this Agreement, Licensee will sell to Starbucks such equipment and furnishings as Starbucks may designate that are associated with the Starbucks Store (other than product and

inventory, which shall be handled in accordance with Section 6.4) at its net book value, using a five (5)-year amortization period.

6.4 Product, Inventory, and De-identification.

6.4.1 If Starbucks terminates this Agreement with respect to the Starbucks Store due to a default by Licensee, or upon any other termination or expiration of this Agreement, Licensee shall not receive any compensation for any remaining product and supplies inventory at the terminated Starbucks Store. Upon Starbucks request and at Licensee's expense, Licensee shall return any remaining product and supplies inventory to a location designated by Starbucks. Licensee shall ensure that all proprietary espresso equipment (including but not limited to, the Verismo 801 and/or Mastrena) is sent by Licensee to an approved recycling center within ten (10) days of termination. Licensee acknowledges and agrees that it shall not utilize espresso equipment previously used in the Starbucks Store for any purpose after the termination of this Agreement and that such use shall cause Starbucks immediate and irreparable harm. Starbucks shall have the right to enter the premises of the terminated Starbucks Store using such reasonable force as is necessary in the circumstances to recover and take possession of such inventory, at Licensee's expense and without being guilty of trespass or incurring any liability for such entry. In such an event, Licensee shall also bear the expense of de-identifying the Starbucks Store subject to such termination.

6.4.2 Upon any termination or expiration, the Starbucks Store shall be de-identified to the standard set forth in the Manual, or, if no standard is included in the Manual, to such standards as Starbucks may then have in effect for its company-owned operations.

6.5 Transferability of Interest; Change of Control.

6.5.1 This Agreement shall inure to the benefit of the successors and assigns of Starbucks. Starbucks shall have the right, without Licensee's consent, to transfer or assign its interest in this Agreement to any person, persons, partnership, association, corporation, or other entity and Licensee agrees promptly to execute any documents in connection therewith. If Starbucks assignee assumes all the obligations of Starbucks hereunder and sends Licensee written notice of the assignment so attesting, Licensee agrees promptly to execute a general release of Starbucks, and any affiliates of Starbucks, from claims or liabilities of Starbucks under this Agreement. Licensee may not sell, assign, or transfer its interest in the License or this Agreement, including transfers for security, without Starbucks prior written approval, which Starbucks may withhold in its sole and absolute discretion, and any attempt or purported assignment or transfer shall constitute a breach of this Agreement and be void and shall be cause for termination.

6.5.2 Without limiting Starbucks discretion to approve any assignment of this Agreement or the License for security, Licensee shall grant no security interest in this Agreement, the License, the Starbucks Store, or any of its assets at the Starbucks Store (other than to Licensee's lenders) unless the secured party agrees that it shall give Starbucks prior notice of any attempt to foreclose on its security interest, Starbucks shall have the right and

option to be substituted as obligee to such secured party, and Starbucks shall have the right to cure any default of Licensee.

6.5.3 Licensee acknowledges and agrees that Starbucks has granted Licensee the rights under this Agreement due in part to the qualifications of the persons or companies that directly or indirectly own a majority interest in or control Licensee (a "Parent Licensee" or "Parent Companies") and the relationship between Licensee and the Parent Companies. Accordingly, Licensee must give ninety (90) days' prior written notice to Starbucks of any Change of Control. In the event that Starbucks does not approve such Change of Control, Starbucks shall have the right to terminate this Agreement effective upon delivery of Starbucks written notice to Licensee. In the event of such termination, Licensee shall not be liable to Starbucks for liquidated damages set forth in Section 6.2 of this Agreement.

Furthermore, Starbucks has the right to disapprove, in its sole and absolute discretion, of any person or entity or any transaction that would change the actual, legal, or effective control of this Agreement, the License or the Starbucks Store upon a sale, transfer, or change of ownership of Licensee, this Agreement, the License, or the Starbucks Store. Without limiting the foregoing, Starbucks may disapprove an assignment, sale, or transfer of this Agreement, the License, or the Starbucks Store by Licensee or its owners unless:

6.5.3.1 The assignment or transfer complies with all applicable laws and regulations, all obligations of Licensee created by this Agreement, and any other agreement between Starbucks and Licensee, and the relationships created hereunder are assumed by the transferee (or, at Starbucks option, in the event Starbucks is then offering any comparable licensing programs, the transferee shall execute Starbucks then-current forms of agreements), provided however, that no such assignment or assumption shall relieve Licensee of any such obligations;

6.5.3.2 All debts of Licensee to Starbucks are paid;

6.5.3.3 Licensee is not in default under this Agreement or any other related agreement;

6.5.3.4 The transferee and its Management and Regular Employees satisfactorily complete the training required of new licensees on Starbucks then-current terms before the transfer;

6.5.3.5 Licensee reasonably satisfies Starbucks that the transferee meets all requirements of Starbucks for new licensees under any comparable licensing program of Starbucks which may then be in effect or, if no such program exists, such requirements as Starbucks may then determine to be applicable to provide reasonable assurance to Starbucks of the transferee's good prospects for successfully operating the Starbucks Store pursuant hereto including, but not limited to, experience, skill, franchise exemption, aptitude, good reputation and character, business acumen, financial strength, and other business conditions;

6.5.3.6 Such assignor or transferee pays to Starbucks, in advance (i) a License Fee for the Starbucks Store to be transferred; and (ii) Starbucks internal and out-of-pocket costs associated with acting on the transfer request, including without limitation all of Starbucks costs and attorneys' fees associated with the transfer; and

6.5.3.7 Transferee agrees, at its sole cost and expense, to reimagine, renovate, refurbish and modernize the Starbucks Store, within the time frame required by Starbucks, including the building design, parking lot, landscaping, equipment, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies and other products and materials to meet Starbucks then-current standards, specifications and design criteria for Starbucks stores, as contained in the then current Manual (as defined herein) or otherwise in writing, including, without limitation, such structural changes, remodeling and redecoration and such modifications to existing improvements as may be necessary to do so; and

6.5.3.8 There shall not be any suit, action, or proceeding pending, or to the knowledge of Licensee any suit, action, or proceeding threatened, against Licensee or Starbucks with respect to the Starbucks Store.

6.5.4 Any consent to assignment or transfer shall be without prejudice to Starbucks rights against Licensee hereunder or to any right (including right of indemnity), remedy, or relief vested in or to which Starbucks may be entitled by reason of the default, breach, or nonobservance of any covenant, term, provision or condition that occurred before the sale or assignment or transfer. Without limiting the foregoing, it is expressly understood and agreed that Starbucks consent to an assignment or transfer of this Agreement or transfer of the License shall not waive (i) any payment or other duty owed by Licensee to Starbucks under this Agreement before such assignment or transfer; or (ii) Licensee's duty of indemnification and defense as set forth in Section 5.15, whether before or after such assignment or transfer; or (iii) the obligation to obtain Starbucks consent to any subsequent assignment or transfer.

6.5.5 Licensee shall not assign the License or this Agreement as security for the payment of any obligation that may arise by reason of such sale or assignment.

6.6 Noncompetition.

6.6.1 During the term of this Agreement and for a period of three (3) years following its assignment, transfer, termination or expiration, Licensee shall not without first obtaining Starbucks written consent, which may be granted or withheld in Starbucks sole and absolute discretion, solicit or contact personnel of Starbucks or its related or affiliated companies or personnel in an attempt to hire or employ said personnel. The foregoing shall not restrict Licensee from using general advertising with respect to employment opportunities and, in connection therewith, from responding to unsolicited inquiries arising therefrom by any such Starbucks employee.

6.6.2 During the term of this Agreement, Licensee shall not, except as authorized under the License or any additional or successor license granted by Starbucks, or as

consented to by Starbucks in writing in its sole and absolute discretion, have any interest, direct or indirect, in the ownership or operation of (i) any retailer at the Licensed Site selling espresso drinks or premium branded coffee by the cup other than Starbucks (or grant any right of operation at the Licensed Site to any retailer that would permit any of the foregoing activities); (ii) any entity whose primary product is premium branded coffee; or (iii) any coffee mail-order or Internet business. Additionally, for one year after termination or expiration of this Agreement for any reason, with respect to each Licensed Site and within a one-half mile radius of each such Licensed Site, Licensee shall not have any interest, direct or indirect, in the ownership or operation of any business engaged in the sale of services or products the same as, similar to, or competitive with those offered by Starbucks.

6.6.3 At no time during or after the term of this Agreement shall Licensee:

6.6.3.1 Commit, permit or participate in any act that adversely affects the Starbucks Store, any Trademark or any Confidential Information; or

6.6.3.2 Except as authorized under the License or any additional or successor license granted by Starbucks, use, in connection with the operation of any business wherever located, the Starbucks System, any Trademark, or any Confidential Information, or cause or permit any such business to imitate the Starbucks System or to be operated in a manner tending to have such effect.

6.6.4 The parties agree that (i) if any provision of this Section 6.6 is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as though the invalid or unenforceable part had not been included; and (ii) if any geographical area or term or period of this Section 6.6 is held to be invalid or unenforceable, such geographical area or term or period shall be valid and enforceable over a reasonable geographical area or a reasonable term or period of time.

ARTICLE 7.0 MISCELLANEOUS

7.1 INTENTIONALLY OMITTED. NUMBERING RESERVED.

7.2 Relationship of Parties.

7.2.1 Licensee is an independent contractor and is not, and shall not hold itself out as, a partner, joint-venturer, affiliate, associate, agent, employee, contractor or legal representative of Starbucks, and is not otherwise authorized to act for or on behalf of Starbucks as a result of this Agreement or any other agreement and cannot act for nor legally bind Starbucks. Licensee is not authorized to make any agreement, warranty, covenant, or other representation nor to create any obligation, express or implied, on behalf of Starbucks, nor shall Licensee represent that it has any right or power to do so.

7.2.2 Licensee shall hire and be exclusively responsible for the compensation and training of all Employees of its Starbucks Store except for the training provided by

Starbucks; and Licensee shall have sole responsibility to collect and promptly pay when due all federal, state, FICA, FUTA, withholding tax, and other applicable payroll taxes, workers' compensation contributions, employment insurance premiums, and all similar taxes, fees, and charges. Licensee acknowledges that it is acting as an independent contractor, and not as an agent for Starbucks, in connection with all matters described in this Section.

7.3 Limitation of Remedy. If Starbucks should breach this Agreement or any related agreement, Licensee may pursue whatever remedies may be available at law or in equity, provided, that in no event shall Licensee have the remedy of withholding any payment due Starbucks under this Agreement. If Licensee breaches this Agreement or any related agreement, Starbucks may pursue any remedies that may be available at law or in equity.

7.4 Entire Agreement. This Agreement and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the entire agreement between Starbucks and Licensee in respect to the subject matter hereof, and supersedes all prior agreements between Starbucks and Licensee in connection with its subject matter. No officer, employee, or other servant or agent of Starbucks or Licensee is authorized to make any representation, warranty, or other promise not contained in this Agreement. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Starbucks or Licensee unless in writing and signed by Starbucks and Licensee.

7.5 Severability. If any provision or portion of this Agreement or the application of any provision or portion to any person or to any circumstance is determined to be invalid or unenforceable, then such determination shall not affect any other provision or portion of this Agreement or the application of such provision or portion to any other person or circumstance, all of which other provisions or portions shall remain in full force and effect. Starbucks and Licensee intend that if any provision or portion of this Agreement is susceptible to two or more constructions, one of which would render the provision or portion enforceable and the other or others of which would render the provision or portion unenforceable, then the provision or portion shall be given the meaning that renders it enforceable.

7.6 Waiver and Consent. No waiver by either party of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall be construed as a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Acceptance by Starbucks of any payments due it hereunder shall not be deemed to be a waiver of any preceding breach by Licensee of any terms, provisions, covenants, or conditions of this Agreement.

7.7 Modification. To be effective, any modification of this Agreement must be in writing and signed by Licensee and Starbucks, except for modifications to the Manual from time to time or other matters as to which express provision is made herein for unilateral action by a party hereto.

7.8 Section Headings; Pronouns. This Agreement may be executed in duplicate originals, each of which shall be deemed an original. The Section headings are for convenience

of reference only and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and gender.

7.9 INTENTIONALLY OMITTED. NUMBERING RESERVED.

7.10 Attorneys' Fees and Costs. If either party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement, then the prevailing party will be entitled to recover from the nonprevailing party the amount of all reasonable fees of counsel and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

7.11 Interest. Any sum owed to Starbucks by Licensee or paid by Starbucks on Licensee's behalf shall bear interest from the date due until paid by Licensee at the rate of twelve percent (12%) per annum or, if lower, the maximum lawful rate.

7.12 Notices. Notices under this Agreement shall be in writing, and shall be delivered in person or by overnight, registered or certified mail, return-receipt requested, prepaid, addressed as follows:

If to Starbucks:	Starbucks Corporation 2401 Utah Avenue South Suite 800, S-LA3 Seattle, Washington 98134 Attn: Department of Law and Corp. Affairs
If to Licensee:	University of Idaho 875 Perimeter Drive Moscow, ID 83844 Attn: _____

or such other address any party shall have specified in a written notice to the other.

7.13 Successors and Assigns. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. Starbucks may transfer or assign this Agreement or its rights hereunder, by operation of law or otherwise, to any third party and, without limiting the foregoing, Starbucks reserves the right to delegate to one or more of its affiliates at any time, any and all of its rights, obligations or requirements under this agreement, and may require that Licensee submit any relevant materials and documents otherwise requiring approval by Starbucks under this Agreement to such affiliate, and approval by such affiliate shall be conclusively deemed to be approval by Starbucks. Any act or direction by such affiliate with respect to this Agreement shall be deemed the act or direction of Starbucks. Starbucks may revoke any such delegation or designation at any time. Licensee acknowledges and agrees that such delegation may result in one or more affiliates of Starbucks which operate, license, or otherwise support brands other than the Starbucks brand exercising or performing on behalf of Starbucks any or all rights, obligations or requirements under this Agreement or performing shared services on behalf of Starbucks.

7.14 Incorporation of Exhibits and Schedules. The terms of the Manual, as the same may change from time to time, and all Exhibits and Schedules hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein.

7.15 Acknowledgments.

7.15.1 Starbucks expressly disclaims the making of, and Licensee acknowledges that it has not received or relied upon, any warranty or guaranty, express or implied, as to the potential volume, profits, or success of the business venture contemplated by the License and this Agreement. Licensee represents and acknowledges that (i) Licensee has been in business for at least five (5) years; and (ii) has net assets of at least Five Million Dollars (\$5,000,000), and, as a result of the representations in clauses (i) and (ii) of this Section, the arrangement provided for herein qualifies Licensee as an exempt “sophisticated licensee” within the meaning of 16 CFR 436.8(a)(5)(ii) and applicable state law.

The Licensed Site identified on Exhibit A is within Idaho, and the parties hereto acknowledge the need to comply with, or establish a basis for exemption from, any similar laws of any other jurisdiction before Licensee will be authorized to develop and operate a Starbucks Store within such other jurisdiction. In particular, in order to open and operate a Starbucks Store within the states of Maryland or Rhode Island, Starbucks and Licensee may be required to seek an exemption from registration and disclosure under applicable franchise disclosure or registration laws. In such case, Licensee hereby acknowledges that the development of any Licensed Sites proposed in such states may be delayed by the exemption process and Starbucks shall not be held accountable for such delays. Starbucks will prepare and submit the application necessary to obtain any such exemptions, and will bear the expenses directly related to any such application, including any applicable filing fees and Starbucks legal expenses, other than legal expenses Licensee may elect to incur or other miscellaneous or internal expenses incurred by Licensee in connection therewith. Each party hereby represents and warrants to the other party that each party shall use its reasonable efforts to cooperate with the other regarding any application or consultation necessary to obtain an exemption from registration and disclosure under such applicable franchise disclosure or registration laws.

7.15.2 It knows of no representation by Licensee, or its officers, directors, shareholders, employees, agents, or servants, about the Licensee that is contrary to the terms of this Agreement or the documents incorporated herein, and further represents to Starbucks as an inducement to its entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

7.16 Effective Date. This Agreement shall be effective as of the date it is executed by an authorized representative of Starbucks (the “Effective Date”).

7.17 General Release. With the exception of any claims related to indemnity or royalties and other fees due to Starbucks under this Agreement the parties hereby release and forever discharge each other (as well as their respective officers, directors, partners, members, employees, agents, independent contractors, assigns, representatives, and attorneys), and their

respective corporate parents, subsidiaries and affiliates, predecessors and successors (and their respective officers, directors, partners, members, employees, agents, independent contractors, assigns, representatives, and attorneys), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, restitution, indemnities and obligations of every kind and nature, at law, in equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, rising out of or relating in any manner to the License or this Agreement prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year indicated below.

EXECUTED by Licensee this ____ day of _____, 2010.

UNIVERSITY OF IDAHO

By: _____

Print Name: _____

Its: _____

EXECUTED by Starbucks this ____ day of _____ 2010.

STARBUCKS CORPORATION

By: _____

Print Name: _____

Its: _____

EXHIBIT A

Name of Location

[REDACTED]

City, State

[REDACTED]

Commencement Date

[REDACTED]

SCHEDULE 2.8

Coffee Adjustment Calculation

[illegible]

ADDENDUM TO SCHEDULE 2.8

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT B
STARBUCKS CARD LICENSE AGREEMENT

STARBUCKS CORPORATION

STARBUCKS CARD LICENSE AGREEMENT

This Starbucks Card License Agreement (the "**Agreement**") is made as of _____ (the "**Effective Date**") by and between Starbucks Corporation, a Washington corporation ("**Starbucks**") and University of Idaho, a _____ corporation ("**Licensee**"). "Party" or "Parties" shall refer to Starbucks, Licensee, or both, as the context dictates.

RECITALS

A. Starbucks and Licensee are parties to a certain Starbucks Corporation Master Licensing Agreement executed concurrently herewith (the "**Licensing Agreement**") under which Licensee is authorized to operate Starbucks stores and sell Starbucks-branded merchandise.

B. Starbucks sells and administers a stored value card program consisting of (a) a standard stored value card in association with a third party payment processor, ValueLink, Inc. ("**ValueLink**"), and (b) the DUETTO dual function VISA/stored value card (the "**Program**"). Under the Program, customers may purchase a Starbucks branded, declining balance, reloadable stored value card or apply for and, upon approval of credit, obtain the DUETTO dual function card (collectively the "**Starbucks Card**"). The Starbucks Cards carry balances that are only redeemable for purchases of goods and services of Starbucks.

C. Starbucks and Licensee desire to enter into this Agreement to permit Licensee to activate, reload and redeem the Starbucks Card at Licensee's authorized Starbucks Stores as such term is used in the Licensing Agreement.

NOW, THEREFORE, in consideration of the agreements, conditions and covenants set forth in the Recitals and below, the parties agree as follows:

AGREEMENT

1. Definitions.

1.1 General. Capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the Licensing Agreement. The following terms shall have the following meanings, unless the context otherwise requires. Certain other terms are defined elsewhere in this Agreement.

"**Activate**" or "**Activation**" means the process of loading monetary value on a Starbucks Card for the first time as prescribed by this Agreement and the Starbucks Card Manual.

"**Customer**" and "**Consumer**" are used interchangeably to refer to Starbucks Store customers.

"Licensed Site" means each location operated by Licensee and authorized by Starbucks under the Licensing Agreement.

"Net Settlement Process" means the process through which debits and credits associated with the Activation, Reloading and Redemption of the Starbucks Cards are reconciled between Starbucks and Licensee pursuant to the Starbucks Card Manual.

"Program Materials" mean Starbucks Cards, card sleeves and any other items related to the Starbucks Cards and any other items required to activate Starbucks Cards.

"Program Vendor" means the third-party service provider that provides certain software and back-office processing capabilities that support the Program, including, but not limited to, requirements for the Activation, Reloading and Redemption of the Starbucks Cards.

"Redeem" or "Redemption" means the method of accepting the Starbucks Card as payment for the purchase of Starbucks Merchandise as prescribed by this Agreement and the Starbucks Card Manual.

"Reload" or "Reloading" means the process of loading additional monetary value on an existing Starbucks Card as prescribed by this Agreement and the Starbucks Card Manual.

"Starbucks Card" means Starbucks branded stored value card, which can be used to purchase Starbucks Merchandise from Starbucks, as further described in the Starbucks Card Manual attached as Exhibit 1.

"Starbucks Card Manual" means the series of documents, publications, and bulletins, as amended from time to time, that outline the policies and procedures for participation in the Program. A current version of the Starbucks Card Manual is attached as Exhibit 1. Terms used in this Agreement that are also stated in the Manual shall have the same meaning. Starbucks reserves the right to update, modify and amend the Starbucks Card Manual at any time in its sole discretion and any such changes shall become a part of the Starbucks Card Manual.

"Starbucks Merchandise" means Starbucks products purchased by Licensee that are sold through the Licensed Site and are subject to a royalty under the Licensing Agreement. Starbucks Merchandise may include additional products as specified in the Product Restrictions section of the Starbucks Card Manual and other products approved in writing by Starbucks and attached to this Agreement as Exhibit 2.

"Starbucks Store" shall have the same meaning set forth in the Licensing Agreement; provided that, for purposes of clarification for this Agreement, the Starbucks Store refers to the retail coffee bar or whole bean coffee store operated within a Licensed Site. Pursuant to the Licensing Agreement, more than one Starbucks Store may be operated in each Licensed Site.

"Technical Requirements" means the functional requirements for computer hardware, operating system, software, network connectivity and parameters, equipment, point of sale

terminals and other relevant elements that are necessary for the Activation, Reloading and Redemption of the Starbucks Card at the Starbucks Store.

"Third-Party Materials" shall have the meaning set forth in Section 3.5.2.

"Trademarks" shall have the meaning given it in the Licensing Agreement.

2. License.

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Starbucks hereby grants to Licensee a non-exclusive license (the "**License**") to (a) Activate, Reload, and Redeem the Starbucks Card in accordance with the Starbucks Card Manual and (b) use the Trademarks in connection with Activation, Reloading, Redemption and promotion of the Starbucks Card in accordance with guidelines established by Starbucks.

2.2 Restrictions. Unless expressly authorized in this Agreement or the Starbucks Card Manual, Licensee shall not act in contravention of the following provisions:

2.2.1 Channel Distribution. Licensee shall have the right to Activate, Reload, and Redeem the Starbucks Card only at the Starbucks Store(s) at the Licensed Site(s) in accordance with this Agreement and the Starbucks Card Manual. Without limiting the foregoing, Licensee shall have no right to Activate, Reload or Redeem the Starbucks Card through any other location, trade or distribution channel, including, but not limited to, wholesale, mail order, on-line computer sales or sales outside of the Licensed Site.

2.2.2 Starbucks Merchandise. Licensee may only Redeem the Starbucks Card for the purchase of Starbucks Merchandise. Without limiting the foregoing, Licensee shall have no right to Redeem the Starbucks Card for the purchase of other merchandise sold or distributed by Licensee in the ordinary course of business.

2.2.3 Point of Sale. Licensee may only Activate, Reload or Redeem the Starbucks Card at point of sale terminals located at the Starbucks Store(s) at the Licensed Site(s).

2.2.4 No Cash Redemption. Licensee acknowledges that the Starbucks Cards are Activated as pre-paid cards. Except as expressly provided in the Starbucks Card Manual, the Starbucks Cards may not be Redeemed for cash.

2.2.5 Sublicenses. Licensee shall have no right to subfranchise or grant licenses of any kind to third parties under this Agreement.

3. Implementation; Requirements.

3.1 Participation Requirement. During the term of this Agreement, Licensee shall implement and actively participate in the Program in all Starbucks Stores in accordance with terms of this Agreement and the Starbucks Card Manual. As a participant in the Program, Licensee shall permit the Reloading and Redemption, and may permit the Activation, of the Starbucks Card at each Starbucks Store. If Licensee opts to Activate the Starbucks Card, Licensee shall notify Starbucks in writing of such election and implement necessary operational

requirements as set forth in the Starbucks Card Manual or as otherwise specified by Starbucks. Licensee shall bear all risk of financial loss, and is solely responsible for taking adequate precautionary measures, associated with its Activation and Reloading of Starbucks Cards, including but not limited to, losses arising from bad checks, counterfeit tender, chargebacks, reversals, and fraudulent credit card charges.

3.2 Schedule. Licensee and Starbucks shall cooperate to develop a mutually acceptable schedule for initial implementation of the Program for the participating Starbucks Stores. The parties shall use commercially reasonable efforts to meet such schedule in accordance with this Agreement. Notwithstanding the foregoing, both parties recognize that meeting the schedule is dependent on development, resource availability, assistance, and other factors that may cause delay or interfere with completion.

3.3 Program Vendor.

3.3.1 Changes. Licensee acknowledges that Starbucks has retained a Program Vendor to support and administer the Program. The current Program Vendor is ValueLink. Starbucks reserves the right to select a different Program Vendor at any time or administer the Program in house. In the event of such migration, Starbucks shall provide Licensee (a) prior notice of the migration, (b) an implementation schedule for the migration, and (c) a list of technical requirements associated with migration as provided in the Program Change section of the Starbucks Card Manual.

3.3.2 Migration Costs. If Starbucks changes the Program Vendor or elects to administer the Program itself and such change requires a migration to different systems, hardware or software, Licensee is responsible for all costs associated with such migration, including any changes in the Technical Requirements, at Licensee's Licensed Site(s).

3.4 Program Materials. Licensee shall purchase Program Materials from Starbucks, the Program Vendor or other vendor approved by Starbucks. Program materials include the Starbucks Cards, card sleeves and display units for the Starbucks Cards. Minimum order quantities may apply. Starbucks Card materials that serve as disclosures to the customer, registration forms and similar information regarding the Starbucks Card shall be provided to Licensee at no cost.

3.5 Technical Requirements.

3.5.1 General. Licensee acknowledges that participation in the Program requires Licensee to acquire, integrate and implement certain equipment, software, telecommunications and transmission facilities and connectivity, and accessories, including the Technical Requirements, as may be required to enable Licensee to electronically transmit Starbucks Card transaction information, in a form and format acceptable to Starbucks and its Program Vendor, from each Licensed Site to Starbucks or its Program Vendor (collectively, "**Card Authorization Equipment**"). At Licensee's sole expense, Licensee shall provide, operate and maintain the proper operating environment necessary to participate in the Program and provide all necessary personnel to operate and maintain the Card Authorization Equipment. Licensee shall ensure that all personnel resources are qualified for the tasks assigned to them and that the Card Authorization Equipment is of good quality, and is in good operating condition. Licensee shall be solely responsible for the adequacy and accuracy of the Card Authorization

Equipment. For so long as Licensee participates in the Program, Licensee shall be responsible for ensuring that its Card Authorization Equipment is compatible with all Starbucks Cards used in the Program. In addition, Starbucks shall not be responsible for troubleshooting, repairing, or configuring the Card Authorization Equipment, except as provided in this Agreement. Licensee shall also be responsible for any systems modifications and/or programming to the Card Authorization Equipment that may be necessary from time to time to enable Licensee to utilize any upgrades to the Program Vendor's software or services which may be released by the Program Vendor from time to time.

3.5.2 Third-Party Materials. Licensee acknowledges that the proper operation and implementation of the Program requires certain equipment, software, applications or other code, including, but not limited to, the Card Authorization Equipment, provided by third party suppliers or licensors, including the Program Vendor necessary to support and participate in the Program ("**Third-Party Materials**"). Licensee is responsible for securing the necessary license agreements and authorizations to use such Third-Party Materials.

3.6 Certification. Licensee must be certified by Starbucks or its designee prior to participation in the Program. Certification is required for each platform (e.g., fully integrated or stand-alone). Starbucks may require Licensee to be recertified in the event that Licensee makes any changes to its point of sale system that impacts Licensee's ability to Activate, Reload or Redeem the Starbucks Card. Licensee shall bear all costs associated with its certification.

3.7 Program Management. Licensee acknowledges that Starbucks has sole discretion as to the operation and administration of the Program and may change or discontinue the Program at any time. In the event of a change, Starbucks shall follow the process set forth in the Program Change section of the Starbucks Card Manual. Starbucks shall bear no liability for any losses claimed as a result of or in connection with such a change.

3.8 Reporting. Each party or its designee shall provide reports concerning total billings, Net Settlement Processing, transaction reconciliation, and such other matter as specified in the Starbucks Card Manual. All reports shall be in a form and format determined by Starbucks; provided, however, that if Starbucks changes requirements following initial implementation, Licensee shall have a commercially reasonable time within which to make necessary changes.

3.9 Audit Rights. Starbucks reserves the right to audit Licensee for compliance, performance, or quality standards specified in this Agreement and the Starbucks Card Manual. Such audit may include the evaluation of the Licensee's ability to accurately process Starbucks Card transactions through Licensee's systems, satisfaction of the applicable Technical Requirements, and proper processing of Activations, Reloads and Redemptions of the Starbucks Card with the Program Vendor. Issues identified during the audit will be documented and change requests submitted by Starbucks to the Licensee to resolve those issues in a commercially reasonable time.

4. Marketing.

4.1 Promotion of the Starbucks Card.

4.1.1 Promotional Programs. Licensee's promotional activities involving the Starbucks Card are subject to Starbucks prior approval. Consistent with and subject to the Licensing Agreement, Licensee shall participate in all marketing programs related to the Starbucks Card. Starbucks shall have sole and exclusive approval over any marketing or promotional activities involving the Starbucks Card or the Trademarks.

4.1.2 Promotional Materials. From time to time, Licensee shall purchase promotional materials from Starbucks or a vendor approved by Starbucks. Promotional materials are materials such as posters, banners and counter cards. Starbucks shall apprise Licensee on a regular basis of marketing and promotional plans as they relate to the Starbucks Cards licensed pursuant to this Agreement. Licensee is responsible for the cost of these materials plus handling and shipping costs.

5. Payment Terms and Costs.

5.1 Licensee Costs.

5.1.1 Integration/Installation Costs. Licensee is responsible for all costs associated with the Technical Requirements and training costs required to participate in the Program.

5.1.2 Promotional Materials. Marketing collateral shall be automatically shipped and invoiced per current processes for similar materials purchased under the Licensing Agreement, subject to Section 4.1 hereof.

5.1.3 Transaction Fees. Licensee will be charged a "Transaction Fee" equal to \$.07 U.S. (\$.10 CAD) for each attempted Redemption. No Transaction Fee will be charged for voids and timeout reversals of Redemptions or Redemptions that occur outside of the Licensed Site (ex: Sales Reconciliation and Consumer Dispute Resolution). Transaction Fees will be paid via the daily Net Settlement Process described in the Starbucks Card Manual. Starbucks reserves the right to make fair and reasonable changes to the Transaction Fee on October 1st of each calendar year. Upon request Starbucks will provide Licensee with back-up documentation sufficient to demonstrate that the changes to Transaction Fee are based on estimated costs of operating the Program. Starbucks reserves the right to modify the billing process over time after sixty (60) days' prior notice to Licensee. Transaction Fee adjustments shall be made prospectively, and Starbucks shall not process catch-up billings or refunds at year-end (9/30).

5.2 Consumer Dispute Adjustments. Adjustments made to a consumer's Starbucks Card as a result of a dispute shall be allocated between the parties as set forth in the Customer Service section of the Starbucks Card Manual.

5.3 Settlement. Starbucks and Licensee agree to use the Net Settlement Process specified in the Starbucks Card Manual to reconcile and settle payments between the parties. Net Settlement shall include Starbucks Card transactions only and shall not include payments due under the Licensing Agreement. All credits or other payments to Licensee's account are provisional and are subject to Starbucks final audit. Starbucks will debit or credit Licensee's account for any deficiencies and overages or deduct such amounts from settlement funds due to

Licensee and issue reports to Licensee of any such adjustments. Starbucks is not liable for any delays in receipt of funds or errors in debit and credit entries caused by entities other than Starbucks, including but not limited to any financial institution that is used to receive settlement funds. Licensee authorizes Starbucks and its bank to collect all adjustments, fees and other amounts due pursuant to this Agreement by deducting such amounts from the settlement amounts due from Starbucks or by debiting Licensee's bank account. If there are insufficient funds available to be withheld or debited to pay amounts owed, Licensee must immediately reimburse Starbucks upon demand. If Licensee believes adjustments are needed with respect to any debits or credits effected by Starbucks, or if Licensee has any other questions or concerns regarding net settlement, Licensee shall notify Starbucks in writing within ten (10) business days after such debit or credit is effected. If Licensee notifies Starbucks after such time period, Starbucks shall not have any liability to effect any related adjustment absent gross negligence or willful misconduct by Starbucks. Any voluntary efforts by Starbucks to investigate such matter shall not create any obligation to continue such investigation or to investigate any future notice of a question, concern or possible adjustment that is not timely submitted. Starbucks reserves the right to finally resolve any disputes that are not resolved via the Net Settlement Process.

5.4 Sales Reconciliation. Starbucks and Licensee agree to use the Sales Reconciliation process outlined in the Starbucks Card Manual to reconcile discrepancies. Any disputes that remain after following the process set forth in the Starbucks Card Manual will be audited and finally resolved in accordance with Section 5.7.

5.5 Relationship to Licensing Agreement. The fees and payments specified in this Agreement are independent of and have no effect on the amounts payable under the Licensing Agreement. Without limiting the foregoing, (a) any amounts owed due to Redemption shall not be interpreted as a credit against any royalties or fees due under the Licensing Agreement; (b) all Redemptions should be treated as "like cash" transactions under the Licensing Agreement for purposes of calculating Gross Sales therein; and (c) Activations and Reloads of the Starbucks Cards shall not be considered for purposes of calculating Gross Sales under the Licensing Agreement.

5.6 Own Costs. Except as expressly provided in this Agreement, each party shall be responsible for all costs, expenses, or losses incurred by it in connection with the negotiation, execution, and performance of this Agreement.

5.7 Auditing. Starbucks has the right at its sole discretion to conduct or cause to be conducted, upon reasonable written notice to Licensee, an inspection and audit of point of sale, financial records and data relating to Starbucks Card transactions (including Activation, Redemption, or Reloading of Starbucks Cards) that arise in connection with this Agreement. Any such audit will be conducted during the Licensee's regular business hours and in its offices. All information and data subject to review shall be treated as the confidential and proprietary property of Licensee. Such audit shall be at Starbucks expense unless such audit discloses Licensee has under or over reported the billing or payments for any three month period by more than five percent (5%), in which event such audit expenses shall be paid by Licensee, and any underpayments or overpayments shall immediately be corrected resulting in full credit for any adjustments. Upon completion of the audit, Licensee may, within ten (10) days, dispute such determination. If such determination is disputed, the parties shall agree upon an independent

accounting firm, shall instruct such accounting firm to audit such records, such determination to be made within forty-five (45) days of appointment of such independent accounting firm and such determination to be final, conclusive, and binding on all parties to this Agreement. In the event that the independent audit does not vary from the results of the Starbucks audit by more than ten percent (10%), Licensee shall pay for the costs of the independent audit; otherwise Starbucks shall pay for such audit. This Section 5.7 shall survive for a period of one (1) year after the termination or expiration of this Agreement.

6. Term and Termination

6.1 Program Term. This Agreement shall continue in full force and effect for the duration of the Licensing Agreement, unless earlier terminated pursuant to this Section 6.

6.2 Termination for Default. Either party may terminate this Agreement due to default by the other party (the "**Defaulting Party**") by providing written notice to the Defaulting Party at any time prior to expiration of the Agreement as follows:

6.2.1 Material Breach. In the case of a material breach, this Agreement may be terminated by giving the Defaulting Party not less than thirty (30) days' prior written notice of termination (or such longer notice as may be required by applicable law) based on the failure of the Defaulting Party to comply with any terms required to be observed by the Defaulting Party under this Agreement or any other agreement between the Defaulting Party and the terminating party, or on any grounds that provide a basis for termination of this Agreement under applicable law and, in the case of any default capable of being cured, failure to cure such default within thirty (30) days after receipt of written notice of default.

6.2.2 Successive Defaults. In the event of successive defaults, this Agreement may be terminated on the fourth default by the Defaulting Party within any 12-month period, after three such defaults of which the Defaulting Party was given notice and an opportunity to cure, regardless of whether previous defaults were cured, and without affording the Defaulting Party any additional time to cure such default.

6.2.3 Insolvency. The Defaulting Party's filing of a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or the Defaulting Party's admission or failure to contest the material allegations of any such pleading filed against it, the entry of an order for relief against the Defaulting Party under the Bankruptcy Code, the adjudication of the Defaulting Party as insolvent, the appointment of a receiver for a substantial part of the assets of the Defaulting Party, the abatement of the claims of creditors of the Defaulting Party under any law, or the making of an assignment for the benefit of creditors or similar disposition of assets shall be grounds to terminate this Agreement.

6.2.4 Wrongful Conduct. This Agreement may be terminated (i) due to the Defaulting Party's participation in fraud or criminal misconduct, or (ii) if the Defaulting Party or any of its officers, directors, or key employees is convicted of or pleads guilty or nolo contendere to a charge of any felony, or violation of any law, the violation of which will adversely affect the other party's trademarks, reputation or customer loyalty.

6.2.5 Breach of Confidentiality. The Defaulting Party's unauthorized use, disclosure or duplication of the Confidential Information of the terminating party shall be grounds for termination of the Agreement.

6.3 Termination by Starbucks.

6.3.1 Termination of Program. Starbucks may terminate this Agreement or participation of one or more of Licensee's Licensed Sites in select states with thirty (30) days' prior written notice if (a) Starbucks ceases to make the Program generally available to its licensees by business segment; (b) Starbucks elects to terminate the Program completely, or (c) the imposition of legal or regulatory burdens after the Effective Date make the administration of the Program unduly burdensome or commercially impractical in the state(s) in which the Licensed Site(s) is located.

6.3.2 Suspension. Starbucks may suspend Licensee's participation in the Program under this Agreement if, in Starbucks reasonable discretion, Licensee fails to meet any material obligation under this Agreement, including, but not limited to, satisfying the requirements set forth in the Starbucks Card Manual. In the event of such a suspension, Starbucks shall provide written notice to Licensee and Licensee shall have ten (10) days to correct the basis for the suspension. If Licensee does not correct the basis of the suspension within such ten-day period, Starbucks may terminate this Agreement pursuant to Section 6.2.1 (notwithstanding the cure period therein).

6.4 Relationship to License Agreement. Any default under the Licensing Agreement shall constitute a default for the like provision under this Agreement, and if no such similar provision exists, for purposes of Section 6.2.1. Likewise, a default under this Agreement shall be considered a default or breach of the Licensing Agreement.

6.5 Effect of Termination. Upon the expiration or termination of this Agreement or termination with respect to select Licensed Sites, all license grants herein shall terminate for the applicable Licensed Sites and Licensee shall for each applicable Licensed Site (a) immediately cease issuing, reloading, redeeming, promoting or otherwise marketing the Starbucks Card, and (b) return or destroy all promotional materials related to the Starbucks Card. Notwithstanding the termination or expiration of this Agreement, in addition to any fees or other amounts outstanding arising prior to the effective date of termination, the following Sections shall survive in accordance with their terms: Sections 1, 2, 3.9, 5.3, 5.4, 5.5, 5.6, 5.7, 6.5, 7, 8, 9, 10, 11 and 12.

7. Customer Information; Confidentiality.

7.1 Non-Disclosure Agreement. The parties have previously executed a Confidentiality and Non-Disclosure Agreement, the terms of which are hereby incorporated by reference into this Agreement. This paragraph and all other provisions of this Agreement referencing Confidential Information augment and do not supersede any written Confidentiality Agreement or Non-Disclosure Agreement existing between the parties.

7.2 Consumer Data. Licensee shall not take, nor authorize any third party to take, any action to (a) associate the Activation, Reloading or Redemption of a Starbucks Card to any identifiable individual other than for purposes of issuing a sales receipt to such person, or (b) track the sales or usage of any specific Starbucks Card. All consumer information is property of Starbucks. Both Parties shall adhere to all applicable consumer privacy laws as they relate to the Starbucks Card.

8. Acknowledgement Regarding Banking Laws.

To the best of Starbucks knowledge, the Activation, Reloading, and Redemption of stored value cards for the goods and services of Starbucks as administered under the Program are not currently subject to federal and state banking, money transmission, sale of checks or similar finance or banking laws (collectively, "**Banking Laws**"). The parties acknowledge that such Banking Laws, implementing regulations, and current interpretations by regulatory authorities are subject to change. In the response to such changes, Starbucks may change the Program and amend the Starbucks Card Manual or terminate this Agreement or participation of Licensed Sites pursuant to Section 6.3.1. Starbucks does not represent or warrant that the Program and Activation, Reloading, or Redemption of the Starbucks Card are compliant with Banking Laws. Licensee assumes all risk of loss or regulation associated with its participation in the Program.

9. Representations and Warranties; Disclaimers.

9.1 Licensee's Representations and Warranties. Licensee represents and warrants to Starbucks that: (a) Licensee has full power and authority to enter into and perform this Agreement; (b) the execution and delivery of this Agreement has been duly authorized; (c) this Agreement does not violate any law or breach any other agreement to which Licensee is a party or is bound; (d) Licensee's participation in the Program, including, but not limited to, the Activation, Reloading, and Redemption of the Starbucks Card, will be for lawful purposes and will not violate any applicable law, ordinance or regulation (including, but not limited to, privacy laws); (e) Licensee will not make any representation or warranty for or on behalf of Starbucks contrary to the information provided by or statements made and approved by Starbucks; and (f) Licensee will comply at all times with the terms and conditions of this Agreement and the Starbucks Card Manual.

9.2 Starbucks Representations and Warranties. Starbucks hereby represents and warrants to Licensee that: (a) Starbucks has full power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, and (c) subject to Section 8 and to the best of Starbucks knowledge, this Agreement does not violate any law or breach any other Agreement to which Starbucks is a party or is bound.

9.3 Third-Party Materials. Third-Party Materials or parts thereof, are not manufactured or developed by Starbucks, but may be supplied or sublicensed by Starbucks under this Agreement. Licensee hereby releases Starbucks and its suppliers from any and all claims, causes of action, damages, losses and expenses incurred by Licensee with respect to Licensee's use or inability to participate in the Program arising out of or related to such Third-Party

Materials. Third-Party Materials or parts thereof that are not manufactured by Starbucks are warranted only to the extent, and subject to the terms of the original warrant given by the manufacturer. Starbucks shall have no responsibility or liability with respect to such Third-Party Materials.

9.4 Disclaimer. Starbucks does not make any representation, warranty, covenant or guarantee as to the availability or performance of the Program, any Starbucks Card, or the quality or timeliness of performance of the Program Vendor. Licensee acknowledges that it assumes all financial risk associated with its participation in the Program and any Activation, Reloading or unauthorized Redemption of a Starbucks Card, except as specifically provided in this Agreement.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS MADE BY STARBUCKS, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PROGRAM, THE PROGRAM VENDOR, THE STARBUCKS CARD, THE PROMOTIONAL MATERIALS OR ANY OTHER ITEM OR SERVICE PROVIDED BY STARBUCKS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, IMPLIED CONDITIONS OR WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. STARBUCKS FURTHER DOES NOT REPRESENT OR WARRANT, AND SHALL HAVE NO LIABILITY, THAT THE PROGRAM OR THE STARBUCKS CARDS WILL MEET ALL OF LICENSEE'S OR ITS CUSTOMERS' REQUIREMENTS, OR WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR VIRUS-FREE.

10. Limitation of Liability.

STARBUCKS WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, REPLACEMENT GOODS, OR INTERRUPTION OF USE OF THE PROGRAM, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF STARBUCKS HAD BEEN ADVISED OF THE POSSIBILITY THEREOF. IN THE EVENT STARBUCKS BECOMES LIABLE FOR ANY DAMAGES TO LICENSEE, STARBUCKS AGGREGATE LIABILITY TO LICENSEE UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH LICENSEE BRINGS ITS CLAIM.

11. Indemnification.

11.1 General. Licensee hereby agrees to indemnify and hold harmless Starbucks, its officers, directors, shareholders, employees, agents, and attorneys, and each of them, in their

corporate and individual capacities, from any liability or damage any of them may incur, including reasonable attorneys' fees, as a result of claims, demands, costs, or judgments of any kind or nature, by anyone whomsoever, arising out of or otherwise connected with (a) any act of omission or commission by Licensee or its officers, directors, shareholders, partners, employees, or agents, except to the extent such liability or damage is due to the negligence or fault of Starbucks, (b) the License, (c) the Trademarks (other than as a result of Licensee's use thereof in the manner expressly authorized herein), and (d) any financial loss by Starbucks for monetary value debited or credited to a Starbucks Card due to Licensee's Activation, Reloading or Redemption of a Starbucks Card. The obligation of Licensee to provide such indemnification to Starbucks and its officers, directors, shareholders, employees, agents, and attorneys shall survive termination or expiration of this Agreement. Starbucks agrees to indemnify and hold harmless Licensee for any claim based on Starbucks negligence or intentional acts of Starbucks committed or omitted in administering the Starbucks Card. In addition, Starbucks will indemnify and hold Licensee harmless from any third party claim or loss based on Starbucks wrongful failure to honor a Starbucks Card provided that indemnification shall be limited to replacement of such Starbucks Card(s).

11.2 Terms of Defense. Each party shall immediately undertake the defense of any legal action against or involving the other party (and as to which the first named party shall, in accordance with the proviso set forth hereunder, be presumptively required to provide such indemnification) and shall retain reputable, competent and experienced counsel to represent the interests of the party being indemnified ("the Indemnitee"). The indemnifying party (the "Indemnitor") shall notify the Indemnitee of the identity of such counsel not less than forty eight (48) hours prior to retaining them, and Indemnitee shall have the right during this period to approve or disapprove any such counsel; such approval shall not be unreasonably withheld. Licensee shall not settle any legal action involving Starbucks without the specific prior written consent of Starbucks, such consent not to be unreasonably withheld. Starbucks shall have the right to obtain separate counsel and to participate in the defense, compromise or settlement of the action. Neither party shall be required to seek recovery from third parties or otherwise mitigate its losses to recover the full amount of its indemnified losses and expenses from the indemnifying party.

12. General Provisions.

12.1 INTENTIONALLY OMITTED. NUMBERING RESERVED

12.2 Relationship of Parties; Limited Agent. Licensee is an independent contractor and is not, and shall not hold itself out as, a partner, joint-venturer, agent, employee, or legal representative of Starbucks, and is not otherwise authorized to act for or on behalf of Starbucks as a result of this Agreement or any other agreement and cannot act for nor legally bind Starbucks. Licensee is not authorized to make any agreement, warranty, covenant, or other representation or to create any obligation, express or implied, on behalf of Starbucks, nor shall Licensee represent that it has any right or power to do so.

12.3 Limitation of Remedy. If Starbucks should breach this Agreement or any related agreement, Licensee may pursue whatever remedies may be available at law or in equity (except as specifically and expressly waived hereunder), provided, that in no event shall Licensee have a

general offset remedy of withholding any undisputed payment due Starbucks under this Agreement. If Licensee breaches this Agreement or any related agreement, Starbucks may pursue any remedies that may be available at law or in equity.

12.4 Severability. If any provision of this Agreement or the application of any provision to any person or to any circumstance is determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. Starbucks and Licensee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

12.5 Waiver and Consent. No waiver by either party of any covenant or condition or the breach of any covenant of this Agreement to be kept or performed by the other party shall be construed as a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Acceptance by Starbucks of any payments due it hereunder shall not be deemed to be a waiver of any preceding breach by Licensee of any terms, covenants, or conditions of this Agreement.

12.6 Modification. To be effective, any modification of this Agreement must be in writing and signed by Licensee and Starbucks, except for modifications to the Starbucks Card Manual from time to time or other matters as to which express provision is made herein for unilateral action by a party hereto.

12.7 Section Headings; Pronouns. This Agreement may be executed in duplicate originals, each of which shall be deemed an original. The Section headings are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and gender.

12.8 Dispute Resolution; Attorneys' Fees and Costs. Any controversy or claim arising out of or in any way connected with this Agreement or the alleged breach hereof shall be resolved by the parties as follows: Any dispute that cannot be resolved informally will be escalated to the corporate counsel, vice president or above level of the respective parties for resolution. If it remains unresolved, the parties may agree to mediate the dispute or to pursue legal remedies. If either party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement (including enforcing any obligations surviving termination or expiration), then the prevailing party will be entitled to recover from the nonprevailing party the amount of all reasonable fees of counsel and all other expenses reasonably incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

12.9 Interest. Any sum owed to Starbucks by Licensee, or paid by Starbucks on Licensee's behalf as expressly authorized in this Agreement or permitted under law or equity, shall bear interest from the date due until paid by Licensee at the rate of twelve percent (12%)

per annum or, if lower, the maximum lawful rate. Any sum owed by Starbucks to Licensee shall bear interest from the date due until paid by Starbucks at the rate of twelve percent (12%) per annum or, if lower, the maximum lawful rate.

12.10 Notices. Notices under this Agreement shall be in writing, and shall be delivered in person or by certified mail, return-receipt requested, prepaid, to the notice address of each party as set forth in the Licensing Agreement or to such other address any party shall have specified in a written notice to the other.

12.11 Successors and Assigns. Licensee may not assign or delegate its rights and obligations under this Agreement except as provided in the Licensing Agreement. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

12.12 Incorporation. The terms of the Starbucks Card Manual, as the same may change from time to time, are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein; provided that to the extent any term or condition of the Starbucks Card Manual conflicts or is inconsistent with a term or condition of this Agreement, this Agreement shall control.

12.13 Acknowledgments. Licensee acknowledges that:

12.13.1 Starbucks expressly disclaims the making of, and Licensee acknowledges that it has not received or relied upon, any warranty or guaranty, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

12.13.2 It knows of no representation by Starbucks, or its officers, directors, shareholders, employees, agents, or servants, about Licensee that is contrary to the terms of this Agreement or the documents incorporated herein, and further represents to Starbucks as an inducement to its entry into this Agreement, that it has made and makes no representations to Starbucks except as expressly set forth in this Agreement in obtaining this Agreement.

12.14 Force Majeure. Nonperformance of either party, except nonperformance of payment obligations, will be excused to the extent that performance is rendered impossible by any act of God or circumstances beyond the control of a party and without its fault or negligence, including without limitation, fire, war, riots, flood, earthquake, failure of third party hardware or software, governmental acts or orders or restrictions, or power or communications failure (a "**Force Majeure Event**"), provided that the non-performing party gives prompt notice of such Force Majeure Event to the other party and makes all commercially reasonable efforts to remove such causes of nonperformance promptly and perform whenever such Force Majeure Event has ceased. In the event that the Force Majeure Event continues for greater than thirty (30) days, either party may terminate this Agreement upon written notice to the other party, and upon such termination, neither party shall have any further obligation or liability to the other except as set forth in Section 6.5.

12.15 Advice of Counsel. Each party agrees that it has had adequate time to review this Agreement and consult with counsel and has entered into this Agreement with a full understanding of its rights and obligations herein.

12.16 Entire Agreement. This Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the entire agreement between Starbucks and Licensee in respect of the subject matter hereof, and supersedes all prior agreements between Starbucks and Licensee in connection with its subject matter. No officer, employee, or other servant or agent of Starbucks or Licensee is authorized to make any representation, warranty, or other promise not contained in this Agreement. No change, termination, or attempted waiver of any provision of this Agreement shall bind Starbucks or Licensee unless in writing and signed by Starbucks and Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year indicated below.

EXECUTED by Licensee, this ____ day of _____, 2010.

University of Idaho

By: _____
Its: _____

EXECUTED by Starbucks at Seattle, Washington, this ____ day of _____, 2010.

Starbucks Corporation

By: _____
Its: _____

EXHIBIT 1 to STARBUCKS CARD LICENSE AGREEMENT

STARBUCKS CARD MANUAL

[Attach Current Manual]

EXHIBIT 2 to STARBUCKS CARD LICENSE AGREEMENT**APPROVED PRODUCTS**

The Starbucks Card may be used to purchase Starbucks Merchandise. Starbucks Merchandise includes all products sold through the Licensed Site that are subject to a royalty under the Licensing Agreement, plus the following items for Licensed Sites that source these products through alternative channels:

- Starbucks Bottled Frappuccino
- Starbucks Double Shot
- Starbucks Ice Cream
- Starbucks Packaged Coffee
- Packaged and Bottled Tazo Tea Products

EXHIBIT C

**REQUEST FOR WAIVER OF
LEASE EXCLUSIVITIES OR PROTECTIONS**

This request is made pursuant to Section _____ of the Master Licensing Agreement between Starbucks Corporation ("Starbucks") and _____ ("Licensee") dated _____ (the "Agreement").

Any capitalized terms not defined in this form shall have the meanings given to them in the Agreement.

Starbucks requests that Licensee not assert and hereby waive (solely to the extent it would otherwise restrict the operation of a Starbucks specialty retail store, kiosk, cart or other retail store owned by Starbucks) the benefits of any exclusivity or protection against similar or competing businesses to which it may be entitled under the Occupancy Agreement covering the subject proposed store listed below. Licensee shall provide Starbucks with a copy of this waiver following execution.

Store	
Site Name	
Address	
City, State, Zip	
Occupancy Agreement	

AGREED:
[Licensee]

SUBMITTED BY:
Starbucks Corporation

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

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Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of October, 2010

History Narrative

1 **Institution/Agency:** University of Idaho **Project:** Starbucks coffee retail operation within University Bookstore

2 **Project Description:** Capital Project to improve and upgrade the retail sales floor to accommodate a Starbuck coffee service location, located on the main campus of the University of Idaho, Moscow, Idaho

3 **Project Use:** Project will address items such as access, utility service, case and equipment installation ,finishes, and code required improvements.

4 **Project Size:** N/A

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 528,000	\$ 528,000	\$ 43,000	\$ 395,000	\$ 90,000	\$ 528,000
History of Revisions:								
Total Project Costs	\$ -	\$ -	\$ 528,000	\$ 528,000	\$ 43,000	\$ 395,000	\$ 90,000	\$ 528,000

History of Funding:	* Other Sources of Funds					
	PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total Funding
Initial Authorization Request, Oct 10					\$ 528,000	\$ 528,000
Total	\$ -	\$ -	\$ -	\$ -	\$ 528,000	\$ 528,000

27 * University of Idaho Bookstore reserve and maintenance funds set aside for this purpose . UI will report back to the Board of Regents any resulting revisions to the project estimate resulting from the bid process and seek additional project authorization as may be required.

28 ** Project Contingency

		Yr 1	2	3	4	5	6	7	8	9	10	
Gross Sales		\$ 500,000	\$ 540,000	\$ 572,400	\$ 589,572	\$ 607,259	\$ 625,477	\$ 644,241	\$ 663,568	\$ 683,476	\$ 703,980	
COGS		\$ 190,000	\$ 205,200	\$ 217,512	\$ 224,037	\$ 230,758	\$ 237,681	\$ 244,812	\$ 252,156	\$ 259,721	\$ 267,512	
Gross Margin		\$ 310,000	\$ 334,800	\$ 354,888	\$ 365,535	\$ 376,501	\$ 387,796	\$ 399,430	\$ 411,412	\$ 423,755	\$ 436,467	
GM as % of sales		62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	
Op Expenses												
Labor		\$ 125,000	\$ 135,000	\$ 143,100	\$ 147,393	\$ 151,815	\$ 156,369	\$ 161,060	\$ 165,892	\$ 170,869	\$ 175,995	
Royalties		\$ 35,000	\$ 37,800	\$ 40,068	\$ 41,270	\$ 42,508	\$ 43,783	\$ 45,097	\$ 46,450	\$ 47,843	\$ 49,279	\$ 429,098
Advertising		\$ 10,000	\$ 10,800	\$ 11,448	\$ 11,791	\$ 12,145	\$ 12,510	\$ 12,885	\$ 13,271	\$ 13,670	\$ 14,080	\$ 122,599
Utilities Mtc		\$ 5,000	\$ 5,400	\$ 5,724	\$ 5,896	\$ 6,073	\$ 6,255	\$ 6,442	\$ 6,636	\$ 6,835	\$ 7,040	
License Fee		\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Total Op Expenses		\$ 205,000	\$ 189,000	\$ 200,340	\$ 206,350	\$ 212,541	\$ 218,917	\$ 225,484	\$ 232,249	\$ 239,216	\$ 246,393	\$ 581,698
Risk Reserve		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 300,000
Gross profit w/o depreciation		\$ 75,000	\$ 115,800	\$ 124,548	\$ 129,184	\$ 133,960	\$ 138,879	\$ 143,945	\$ 149,164	\$ 154,538	\$ 160,075	\$ 1,325,093
IRR Calculation	(528,000)	\$ 75,000	\$ 115,800	\$ 124,548	\$ 129,184	\$ 133,960	\$ 138,879	\$ 143,945	\$ 149,164	\$ 154,538	\$ 160,075	19%
NPV Calculation @ 15%	(528,000)	\$ 75,000	\$ 115,800	\$ 124,548	\$ 129,184	\$ 133,960	\$ 138,879	\$ 143,945	\$ 149,164	\$ 154,538	\$ 160,075	\$63,549.24
Break-even	(558,000)	\$ (453,000)	\$ (337,200)	\$ (212,652)	\$ (83,468)	\$ 50,492	\$ 189,371	\$ 333,316	\$ 482,480	\$ 637,018	\$ 797,093	Yr 5