

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>FY 2012 SOURCES AND USES OF FUNDS REPORT</b>	Information item
2	<b>AMENDMENTS TO BOARD POLICY</b> Sections V.B., D., & V. – First Reading	Motion to approve
3	<b>AMENDMENT TO BOARD POLICY</b> Section V.E. - Gifts and Affiliated Foundations – Second Reading	Motion to approve
4	<b>BOISE STATE UNIVERSITY</b> KBSU Renovation Project - Design	Motion to approve
5	<b>BOISE STATE UNIVERSITY</b> Lincoln Avenue Recreation Field Project - Design	Motion to approve
6	<b>BOISE STATE UNIVERSITY</b> Enterprise System Roadmap Agreement	Motion to approve
7	<b>BOISE STATE UNIVERSITY</b> Yanke Research Park Lease Extension	Motion to approve
8	<b>BOISE STATE UNIVERSITY</b> Bronco Stadium Expansion - Update	Information item
9	<b>UNIVERSITY of IDAHO</b> Nicolls Building Renovation Project – Planning & Design	Motion to approve

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**SUBJECT**

FY 2012 College and University "Summary of Sources and Uses of Funds"

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.B.4.b.(1), V.B.5.c. and V.B.6.b.

**BACKGROUND/DISCUSSION**

The College and Universities receive funding from a variety of sources. A summary of the revenues sources is as follows:

Revenue types include:

Approp: General Funds – State appropriation of state funds

Approp: Federal Stimulus – American Recovery and Reinvestment Act of 2009

Approp: Endowment Funds – ISU, UI and LCSC are the beneficiaries of income from state endowment lands

Approp: Student Fees – Tuition and Fees approved by the Board; Legislature provides spending authority

Institutional Student Fees – Fees approved by the institution presidents

Federal Grants & Contracts – Grants and contracts awarded by the Federal government

State Grants & Contracts – Grants and contracts awarded by the State

Private Gifts, Grants & Contracts – Other non-governmental gifts, grants and contracts

Sales & Services of Educational Activities – Includes: (i) revenues that are related incidentally to the conduct of instruction, research, and public service and (ii) revenues of activities that exist to provide instructional and laboratory experience for students and that incidentally create goods and services that may be sold to students, faculty, staff, and the general public. Examples would include sales of scientific and literary publications, testing services, etc.

Sales & Services of Auxiliary Enterprises – An institutional entity that exists predominantly to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services. Examples include residence halls, food services, student unions, bookstores, copy centers, health centers, etc.

Indirect Costs/Other – Also known as Facilities and Administrative (F&A) Cost recovery, on many grants an institution may charge a grantor for indirect costs. The expense to the grant is not a specifically identifiable cash outlay but a "recovery" of general overhead costs.

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The institutions' expenditures fall into the following standard functional categories:

Expenditure Categories:

Instruction – expenses for all activities that are part of an institution's instruction program (credit and noncredit courses; academic, vocational, and technical instruction; remedial and tutorial instruction; etc.)

Research – all expenses for individual and/or project research as well as that of institutes and research centers

Public Service -- expenses for activities established primarily to provide non-instructional services beneficial to individuals and groups external to the institution (e.g. conferences, institutes, radio and television, consulting, museums, etc.)

Library – expenses for retention, preservation, and display of educational materials and organized activities that directly support the operation of a catalogued or otherwise classified collection

Student Services – expenses incurred for offices of admissions, registrar and financial aid, student activities, cultural events, student newspapers, intramural athletics, student organizations, etc.

Physical Plant – all expenses for the administration, supervision, operation, maintenance, preservation, and protection of the institution's physical plant.

Institutional Support – expenses for central, executive-level activities concerned with management and long-range planning for the entire institution, such as planning and programming operations and legal services; fiscal operations; activities concerned with community and alumni relations, including development and fund raising; etc.

Academic Support – expenses incurred to provide support services for the institution's primary missions: instruction, research, and public service (includes academic administration, galleries, A-V services, etc.)

Athletics – expenses for intercollegiate sports programs are a separately budgeted auxiliary enterprise

Auxiliary Enterprises – an enterprise which exists to furnish goods or services to students, faculty, staff, other institutional departments, or incidentally to the general public, and charges a fee directly related to, although not necessarily equal to, the cost of the goods or services. The distinguishing characteristic of an auxiliary enterprise is that it is managed to operate as a self-supporting activity. Examples include residence halls, food services, student unions, bookstores, copy centers, health centers, etc.

Scholarships/Fellowships – includes expenses for scholarships and fellowships (from restricted or unrestricted funds) in the form of grants to students.

Other – institution specific unique budgeted expenditures (e.g. \$10M for UI's Center for Livestock and Environmental Studies)

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**IMPACT**

The attached worksheets provide a high level overview of the institutions' sources of funding and expenditures based on the standard categories listed above. It's important to understand that these figures represent the institutions' operating budgets excluding any mid-year adjustments (i.e. holdbacks). The trend analysis shows how the allocation of budgeted revenues and expenditures has changed since fiscal year 2005.

**STAFF COMMENTS AND RECOMMENDATIONS**

Institution staff will be available to answer questions from the Board.

**ATTACHMENTS**

Attachment 1 – Summary Report	Page 5
Attachment 2 – Boise State University	Page 6
Attachment 3 – Idaho State University	Page 7
Attachment 4 – University of Idaho	Page 8
Attachment 5 – Lewis-Clark State College	Page 9

**BOARD ACTION**

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

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**College and Universities  
Sources and Uses of Funds**

a	b 2005	c 2006	d 2007	e 2008	f 2009	g 2010	h 2011	i 2012	i vs b	
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change	
<b>Revenues by Source:</b>										
1	Approp: General Funds	\$272,448,581	\$279,918,715	\$297,198,296	\$314,488,045	\$334,513,827	\$299,109,226	\$259,619,803	\$251,916,503	-8%
2	Approp: Federal Stimulus	\$0	\$0	\$0	\$0	\$0	\$15,140,600	\$4,305,900	\$0	0%
3	Approp: Endowment Funds	10,020,500	9,519,600	7,624,800	7,851,500	8,595,000	9,616,400	9,616,600	9,616,600	-4%
4	Approp: Student Fees	108,825,988	119,816,276	125,321,912	127,138,432	133,817,937	147,923,452	177,342,376	202,215,526	86%
5	Institutional Student Fees	52,006,853	49,669,497	60,248,455	53,727,411	68,778,167	70,354,988	66,974,551	71,649,406	38%
6	Federal Grants & Contracts	241,998,750	250,422,559	250,065,986	265,635,778	306,549,636	345,950,919	389,010,370	415,693,822	72%
7	State Grants & Contracts	33,309,177	26,981,445	28,005,013	29,078,797	22,579,764	19,547,568	19,791,273	21,583,007	-35%
8	Private Gifts, Grants & Contr	36,458,587	42,239,617	44,075,928	45,297,552	52,934,827	61,212,799	52,374,136	53,920,532	48%
9	Sales & Serv of Educ Act	40,369,744	41,522,693	40,712,881	53,122,434	37,016,556	36,919,925	36,783,785	30,744,992	-24%
10	Sales & Serv of Aux Ent	89,412,979	95,998,325	95,474,122	101,256,483	115,841,076	107,248,607	110,074,583	113,931,176	27%
11	Indirect Costs/Other	24,793,662	23,309,708	35,808,857	34,717,484	47,859,256	46,547,742	44,731,825	49,421,522	99%
12	<b>Total Revenues</b>	<b>\$909,644,821</b>	<b>\$939,398,435</b>	<b>\$984,536,249</b>	<b>\$1,032,313,916</b>	<b>\$1,128,486,046</b>	<b>\$1,159,572,226</b>	<b>\$1,170,625,202</b>	<b>\$1,220,693,086</b>	<b>34%</b>
13										
<b>14 Expenditures by Function</b>										
15	Instruction	\$260,771,739	\$267,682,477	\$288,176,766	\$296,335,596	\$308,044,914	\$291,533,121	\$294,191,076	\$301,572,754	16%
16	Research	116,516,484	121,739,799	120,728,803	129,378,452	127,785,344	125,105,050	128,674,626	127,060,429	9%
17	Public Service	34,587,177	37,755,661	40,543,600	47,171,968	47,864,534	49,677,930	49,068,029	47,316,195	37%
22	Academic Support	45,847,818	38,157,397	40,261,389	45,414,776	52,002,954	51,936,010	45,280,025	49,906,432	9%
18	Library	19,466,184	19,980,273	20,796,504	21,461,373	22,100,450	21,383,390	20,814,300	20,878,394	7%
19	Student Services	25,932,656	28,771,195	29,729,232	33,084,853	31,557,967	32,820,763	33,483,114	35,749,087	38%
21	Institutional Support	61,335,256	69,251,289	79,088,941	82,407,226	89,758,914	93,931,121	90,467,652	88,930,254	45%
20	Physical Plant	46,553,292	50,009,811	67,014,261	65,171,683	64,607,677	66,661,815	62,713,180	63,567,095	37%
25	Scholarships/Fellowships	173,107,479	179,488,176	175,476,100	182,353,547	232,823,600	266,065,077	294,625,270	330,513,313	91%
24	Auxiliary Enterprises	94,621,946	93,127,882	84,911,812	112,383,363	122,813,491	95,677,135	91,616,578	92,340,574	-2%
23	Athletics	29,400,421	31,573,554	37,804,304	42,079,331	49,026,816	49,707,574	57,338,387	58,102,906	98%
26	Other	0	390,486	277,400	237,100	1,020,367	14,171,537	3,045,065	2,641,078	100%
27										
28	<b>Total Bdgt by Function</b>	<b>\$908,140,452</b>	<b>\$937,928,000</b>	<b>\$984,809,112</b>	<b>\$1,057,479,268</b>	<b>\$1,149,407,028</b>	<b>\$1,158,670,523</b>	<b>\$1,171,317,303</b>	<b>\$1,218,578,511</b>	<b>34%</b>

**Boise State University  
Sources and Uses of Funds**

a	b	c	d	e	f	g	h	i	i vs b	
	2005	2006	2007	2008	2009	2010	2011	2012		
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change	
<b>Revenues by Source:</b>										
1	Approp: General Funds	\$74,953,295	\$77,159,390	\$82,700,657	\$87,917,018	\$95,700,847	\$78,835,980	\$70,506,500	\$68,005,800	-9%
2	Approp: Federal Stimulus	-	-	-	-	-	4,856,400	1,381,100	-	0%
3	Approp: Endowment Funds	0	0	0	0	0	0	0	0	0%
4	Approp: Student Fees	36,546,100	41,320,900	44,221,300	46,870,800	50,322,017	55,165,000	61,818,400	70,126,300	92%
5	Institutional Student Fees	21,969,390	19,080,195	26,231,241	18,728,250	30,380,097	29,373,721	24,094,812	27,302,419	24%
6	Federal Grants & Contracts	52,019,563	55,016,949	58,133,999	59,296,679	84,068,486	89,641,739	91,434,574	114,526,277	120%
7	State Grants & Contracts	7,108,132	7,883,212	7,647,024	7,799,964	3,246,324	2,840,328	2,897,135	3,379,468	-52%
8	Private Gifts, Grants & Contr	8,199,105	5,596,314	7,378,471	10,021,346	13,309,333	22,489,477	17,621,575	17,222,042	110%
9	Sales & Serv of Educ Act	3,395,575	4,257,000	1,800,000	1,108,983	0	0	0	0	-100%
10	Sales & Serv of Aux Ent	39,704,308	40,977,493	40,194,638	42,643,084	56,966,521	49,268,011	47,671,784	54,170,604	36%
11	Indirect Costs/Other	7,052,582	5,391,625	16,049,705	14,466,121	18,679,149	18,356,568	12,801,879	20,470,917	190%
12	<b>Total Revenues</b>	<b>\$250,948,050</b>	<b>\$256,683,078</b>	<b>\$284,357,034</b>	<b>\$288,852,245</b>	<b>\$352,672,774</b>	<b>\$350,827,224</b>	<b>\$330,227,759</b>	<b>\$375,203,827</b>	<b>50%</b>
13										
<b>14 Expenditures by Function</b>										
15	Instruction	\$80,525,521	\$82,157,835	\$87,296,917	\$89,639,975	\$95,003,418	\$86,989,423	\$90,631,721	\$92,024,606	14%
16	Research	8,866,706	11,655,171	11,740,987	13,413,787	17,891,374	18,088,831	15,026,939	19,967,082	125%
17	Public Service	7,775,245	10,225,134	10,229,817	10,884,802	13,130,655	12,534,632	12,786,895	12,177,939	57%
22	Academic Support	19,848,699	13,584,601	14,300,067	14,708,294	18,854,391	22,050,035	15,686,466	18,826,838	-5%
18	Library	6,422,078	6,625,894	6,968,244	7,135,544	7,407,503	7,160,147	6,997,873	6,902,947	7%
19	Student Services	7,131,625	7,084,052	7,427,013	9,166,797	10,269,955	13,195,914	11,941,830	12,117,207	70%
21	Institutional Support	14,056,505	19,040,763	23,277,272	22,961,137	30,496,067	33,745,968	26,710,970	28,989,836	106%
20	Physical Plant	11,876,716	12,381,078	23,045,219	14,597,502	17,037,209	18,189,410	15,081,111	15,398,849	30%
25	Scholarships/Fellowships	42,907,184	45,635,561	49,034,486	50,787,808	68,285,664	72,646,006	71,650,735	96,328,558	125%
24	Auxiliary Enterprises	36,119,667	33,136,189	34,750,662	58,090,714	67,963,096	38,904,476	33,068,047	38,755,931	7%
23	Athletics	13,969,848	14,934,908	16,889,631	19,719,525	25,584,503	26,312,240	32,806,108	33,540,533	140%
26	Other	0	0	0	0	0	800,000	1,381,100	530,400	100%
27										
28	<b>Total Bdgt by Function</b>	<b>\$249,499,794</b>	<b>\$256,461,186</b>	<b>\$284,960,315</b>	<b>\$311,105,885</b>	<b>\$371,923,835</b>	<b>\$350,617,082</b>	<b>\$333,769,795</b>	<b>\$375,560,726</b>	<b>51%</b>

**Idaho State University  
Sources and Uses of Funds**

a	b 2005	c 2006	d 2007	e 2008	f 2009	g 2010	h 2011	i 2012	i vs b	
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change	
<b>Revenues by Source:</b>										
1	Approp: General Funds	\$70,887,006	\$73,388,911	\$77,670,511	\$82,812,633	\$87,622,446	\$78,598,679	\$70,977,925	\$68,913,825	-3%
2	Approp: Federal Stimulus	-	-	-	-	-	4,126,300	1,173,500	-	0%
3	Approp: Endowment Funds	2,121,200	1,602,800	1,697,400	1,843,500	2,020,700	2,121,300	2,121,500	2,121,500	0%
4	Approp: Student Fees	29,382,188	32,442,976	32,294,712	32,365,532	34,013,220	37,588,552	46,318,776	53,342,096	82%
5	Institutional Student Fees	14,920,315	14,414,106	16,071,314	17,184,861	18,281,770	19,699,467	21,224,439	22,400,287	50%
6	Federal Grants & Contracts	80,065,987	81,665,610	80,075,287	85,056,199	89,146,950	103,935,280	120,640,296	121,810,845	52%
7	State Grants & Contracts	8,934,945	7,389,933	7,174,189	7,229,833	7,560,240	8,034,740	8,638,938	10,321,739	16%
8	Private Gifts, Grants & Contr	10,355,432	12,623,178	11,726,432	10,911,881	12,012,194	13,366,222	13,038,361	16,558,590	60%
9	Sales & Serv of Educ Act	1,605,669	3,324,093	3,779,481	4,462,051	4,930,056	5,146,525	5,124,285	5,427,392	238%
10	Sales & Serv of Aux Ent	17,110,969	20,061,353	21,152,209	21,976,328	22,222,614	20,371,796	20,904,227	21,275,772	24%
11	Indirect Costs/Other	5,080,880	5,709,483	7,785,852	8,405,673	9,560,307	8,728,874	10,195,746	10,584,135	108%
12	<b>Total Revenues</b>	<b>\$240,464,591</b>	<b>\$252,622,443</b>	<b>\$259,427,387</b>	<b>\$272,248,491</b>	<b>\$287,370,497</b>	<b>\$301,717,735</b>	<b>\$320,357,993</b>	<b>\$332,756,181</b>	<b>38%</b>
13										
<b>14 Expenditures by Function</b>										
15	Instruction	\$76,601,885	\$80,248,202	\$85,772,004	\$88,505,670	\$92,765,539	\$89,304,998	\$89,060,654	\$92,732,030	21%
16	Research	21,526,358	23,988,606	25,473,180	26,517,682	29,973,932	30,392,481	34,018,929	36,568,011	70%
17	Public Service	4,764,332	4,219,670	4,024,912	4,512,895	4,826,166	3,851,861	3,180,603	5,166,057	8%
22	Academic Support	9,806,524	9,757,741	10,216,285	11,792,910	13,319,827	12,668,776	12,764,214	13,196,267	35%
18	Library	4,671,191	4,892,400	5,111,275	5,372,714	5,390,026	4,939,251	4,924,218	4,923,422	5%
19	Student Services	7,133,083	8,158,477	7,985,965	8,144,786	8,455,009	7,804,741	7,563,755	7,592,089	6%
21	Institutional Support	14,464,158	15,539,433	17,009,000	16,998,353	18,575,992	18,432,015	22,035,515	22,336,175	54%
20	Physical Plant	12,041,190	13,648,045	14,192,706	15,045,944	15,576,677	18,031,943	16,804,498	17,545,953	46%
25	Scholarships/Fellowships	68,144,732	69,206,302	66,368,825	71,621,259	74,518,868	89,821,109	103,552,073	105,199,169	54%
24	Auxiliary Enterprises	17,023,428	17,939,811	16,061,787	18,208,958	17,470,121	16,583,859	16,971,281	17,382,243	2%
23	Athletics	4,753,597	4,239,977	7,800,380	7,935,703	8,019,039	7,949,803	8,045,694	8,182,213	72%
26	Other	0	0	0	0	0	2,534,237	1,425,765	2,110,678	100%
27										
28	<b>Total Bdgt by Function</b>	<b>\$240,930,478</b>	<b>\$251,838,664</b>	<b>\$260,016,319</b>	<b>\$274,656,874</b>	<b>\$288,891,196</b>	<b>\$302,315,074</b>	<b>\$320,347,200</b>	<b>\$332,934,307</b>	<b>38%</b>

**University of Idaho**  
**Sources and Uses of Ongoing Funds**

a	b	c	d	e	f	g	h	i	i vs b	
	2005	2006	2007	2008	2009	2010	2011	2012		
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change	
<b>Revenues by Source:</b>										
1	Approp: General Funds	\$111,820,100	\$114,000,200	\$120,350,000	\$126,053,100	\$130,916,100	\$124,207,900	\$102,473,100	\$99,891,100	-11%
2	Approp: Federal Stimulus	-	-	-	-	-	5,320,600	1,513,100	-	0%
3	Approp: Endowment Funds	6,528,600	6,314,000	4,859,600	4,853,000	5,307,300	6,164,400	6,164,400	6,164,400	-6%
4	Approp: Student Fees	36,454,400	38,737,000	40,956,300	39,755,400	40,948,900	45,653,000	58,422,800	67,004,730	84%
5	Institutional Student Fees	11,248,048	12,241,396	12,938,400	12,851,500	15,100,300	16,279,600	16,514,700	16,569,000	47%
6	Federal Grants & Contracts	98,200,400	99,966,700	98,064,100	106,582,900	117,534,200	131,373,900	152,535,500	155,156,700	58%
7	State Grants & Contracts	15,199,400	9,600,000	10,445,700	11,649,000	9,373,200	5,672,500	5,255,200	4,881,800	-68%
8	Private Gifts, Grants & Contr	15,391,850	21,481,525	23,131,525	22,364,325	25,713,300	23,757,100	19,914,200	18,139,900	18%
9	Sales & Serv of Educ Act	34,072,500	32,619,500	33,733,400	46,151,400	30,586,500	30,473,400	30,459,500	24,017,600	-30%
10	Sales & Serv of Aux Ent	31,364,902	32,911,179	32,578,575	34,080,385	34,199,300	34,999,600	39,162,600	36,091,700	15%
11	Indirect Costs/Other	12,074,600	11,239,800	10,577,100	10,695,690	18,569,800	18,762,300	20,934,200	17,638,070	46%
12	<b>Total Revenues</b>	<b>\$372,354,800</b>	<b>\$379,111,300</b>	<b>\$387,634,700</b>	<b>\$415,036,700</b>	<b>\$428,248,900</b>	<b>\$442,664,300</b>	<b>\$453,349,300</b>	<b>\$445,555,000</b>	<b>20%</b>
13										
<b>14 Expenditures by Function</b>										
15	Instruction	\$87,665,978	\$87,769,191	\$96,354,214	\$99,357,680	\$99,274,538	\$94,752,796	\$94,092,371	\$96,773,742	10%
16	Research	85,765,685	85,945,821	83,192,118	89,093,982	79,583,577	76,425,138	79,459,661	70,333,066	-18%
17	Public Service	20,860,200	20,923,357	23,473,500	29,259,100	27,589,351	31,426,724	31,565,877	28,069,242	35%
22	Academic Support	13,673,289	12,094,574	12,868,570	15,972,232	16,833,129	14,393,349	14,363,064	15,326,781	12%
18	Library	7,303,216	7,455,866	7,750,978	7,940,553	8,267,702	8,220,580	7,840,734	8,001,488	10%
19	Student Services	9,111,614	10,806,744	11,418,175	12,519,033	9,371,106	8,647,739	10,384,949	12,332,858	35%
21	Institutional Support	29,492,620	30,792,442	34,455,803	37,728,185	35,397,800	36,563,262	36,998,463	32,786,254	11%
20	Physical Plant	19,952,438	20,458,277	26,534,082	31,917,175	28,670,636	27,406,419	27,845,934	27,737,523	39%
25	Scholarships/Fellowships	49,988,863	52,538,013	48,193,989	47,203,780	76,068,868	83,854,362	95,965,062	105,082,386	110%
24	Auxiliary Enterprises	39,056,051	39,544,882	32,002,928	33,099,076	34,460,919	37,284,100	38,768,100	33,383,000	-15%
23	Athletics	9,116,746	10,504,469	11,102,793	12,144,504	13,086,274	13,213,731	14,181,585	14,077,060	54%
26	Other	0	0	0	0	0	10,000,000	0	0	0%
27										
28	<b>Total Bdgt by Function</b>	<b>\$371,986,700</b>	<b>\$378,833,636</b>	<b>\$387,347,150</b>	<b>\$416,235,300</b>	<b>\$428,603,900</b>	<b>\$442,188,200</b>	<b>\$451,465,800</b>	<b>\$443,903,400</b>	<b>19%</b>

**Lewis-Clark State College  
Sources and Uses of Funds**

a	b 2005	c 2006	d 2007	e 2008	f 2009	g 2010	h 2011	i 2012	i vs b	
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change	
<b>Revenues by Source:</b>										
1	Approp: General Funds	\$14,788,180	\$15,370,214	\$16,477,128	\$17,705,294	\$20,274,434	\$17,466,667	\$15,662,278	\$15,105,778	2%
2	Approp: Federal Stimulus	-	-	-	-	-	837,300	238,200	-	0%
3	Approp: Endowment Funds	1,370,700	1,602,800	1,067,800	1,155,000	1,267,000	1,330,700	1,330,700	1,330,700	-3%
4	Approp: Student Fees	6,443,300	7,315,400	7,849,600	8,146,700	8,533,800	9,516,900	10,782,400	11,742,400	82%
5	Institutional Student Fees	3,869,100	3,933,800	5,007,500	4,962,800	5,016,000	5,002,200	5,140,600	5,377,700	39%
6	Federal Grants & Contracts	11,712,800	13,773,300	13,792,600	14,700,000	15,800,000	21,000,000	24,400,000	24,200,000	107%
7	State Grants & Contracts	2,066,700	2,108,300	2,738,100	2,400,000	2,400,000	3,000,000	3,000,000	3,000,000	45%
8	Private Gifts, Grants & Contr	2,512,200	2,538,600	1,839,500	2,000,000	1,900,000	1,600,000	1,800,000	2,000,000	-20%
9	Sales & Serv of Educ Act	1,296,000	1,322,100	1,400,000	1,400,000	1,500,000	1,300,000	1,200,000	1,300,000	0%
10	Sales & Serv of Aux Ent	1,232,800	2,048,300	1,548,700	2,556,686	2,452,641	2,609,200	2,335,972	2,393,100	94%
11	Indirect Costs/Other	585,600	968,800	1,396,200	1,150,000	1,050,000	700,000	800,000	728,400	24%
12	<b>Total Revenues</b>	<b>\$45,877,380</b>	<b>\$50,981,614</b>	<b>\$53,117,128</b>	<b>\$56,176,480</b>	<b>\$60,193,875</b>	<b>\$64,362,967</b>	<b>\$66,690,150</b>	<b>\$67,178,078</b>	<b>46%</b>
13										
<b>14 Expenditures by Function</b>										
15	Instruction	\$15,978,355	\$17,507,249	\$18,753,631	\$18,832,271	\$21,001,419	\$20,485,904	\$20,406,330	\$20,042,376	25%
16	Research	357,735	150,201	322,518	353,001	336,461	198,600	169,097	192,270	-46%
17	Public Service	1,187,400	2,387,500	2,815,371	2,515,171	2,318,362	1,864,713	1,534,654	1,902,957	60%
22	Academic Support	2,519,306	2,720,481	2,876,467	2,941,340	2,995,607	2,823,850	2,466,281	2,556,546	1%
18	Library	1,069,699	1,006,113	966,007	1,012,562	1,035,219	1,063,412	1,051,475	1,050,537	-2%
19	Student Services	2,556,334	2,721,922	2,898,079	3,254,237	3,461,897	3,172,369	3,592,580	3,706,933	45%
21	Institutional Support	3,321,973	3,878,651	4,346,866	4,719,551	5,289,055	5,189,876	4,722,704	4,817,989	45%
20	Physical Plant	2,682,948	3,522,411	3,242,254	3,611,062	3,323,155	3,034,043	2,981,637	2,884,770	8%
25	Scholarships/Fellowships	12,066,700	12,108,300	11,878,800	12,740,700	13,950,200	19,743,600	23,457,400	23,903,200	98%
24	Auxiliary Enterprises	2,422,800	2,507,000	2,096,435	2,984,615	2,919,355	2,904,700	2,809,150	2,819,400	16%
23	Athletics	1,560,230	1,894,200	2,011,500	2,279,599	2,337,000	2,231,800	2,305,000	2,303,100	48%
26	Other	0	390,486	277,400	237,100	1,020,367	837,300	238,200	0	0%
27										
28	<b>Total Bdgt by Function</b>	<b>\$45,723,480</b>	<b>\$50,794,514</b>	<b>\$52,485,328</b>	<b>\$55,481,209</b>	<b>\$59,988,097</b>	<b>\$63,550,167</b>	<b>\$65,734,508</b>	<b>\$66,180,078</b>	<b>45%</b>

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**SUBJECT**

Board Policy, Section V. Subsections B., D., and V. – First Reading

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND / DISCUSSION**

Board staff has conducted a thorough audit of reporting requirements in State Board of Education policy. Some reports required by Board policy are no longer regularly submitted by the institutions, or collected and used by the Board office.

**IMPACT**

Updating Board policy will clarify and streamline reporting requirements, and focus Board policy on reports that are most relevant to the Board's governance responsibilities. Eliminating unnecessary reports will also free up time and resources at the institutions.

**ATTACHMENTS**

Attachment 1 – Policy V.B. Budget Policies	Page 3
Attachment 2 – Policy V.D. Fiscal Officer, Banking & Investments	Page 11
Attachment 3 – Policy V.V. Scholarships	Page 15

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff is continually reviewing Board policy for accuracy and relevance as circumstances and needs change over time.

All reports in Section V of policy relate to financial affairs. Staff finds that some reports are unnecessary, some should be triggered at a higher dollar threshold, and some should be discretionary or reported with less frequency.

Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of the amendments to Board Policy V. B., D., and V., as presented.

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

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SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

~~April 2010~~December 2011

**B. Budget Policies**

1. Budget Requests

For purposes of Items 1. and 10., the community colleges (CSI, CWI and NIC) are included.

a. Submission of Budget Requests

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

b. Direction by the Office of the State Board of Education

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

c. Preparation and Submission of Annual Budget Requests

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the Executive Director.

d. Presentation to the Board

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

2. Budget Requests and Expenditure Authority

- a. Budget requests must include projected miscellaneous receipts based on the enrollment of the fiscal year just completed (e.g., the FY 2003 budget request, prepared in the summer of 2001, projected miscellaneous receipts revenue based on academic year 2001 enrollments which ended with the Spring 2001 semester).

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- b. Approval by the Executive Director, or his or her designee, as authorized, for all increases and decreases of spending authority caused by changes in miscellaneous receipts is required.
  - c. Miscellaneous receipts collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in receipts.
3. Operating Budgets (Appropriated)
- a. Availability of Appropriated Funds
    - i. Funds appropriated by the legislature from the State General Account for the operation of the institutions, school and agencies (exclusive of funds for construction appropriated to the Permanent Building Fund) become available at the beginning of the fiscal year following the session of the legislature during which the funds are appropriated, except when appropriation legislation contains an emergency clause.
    - ii. These funds are generally allotted periodically or are disbursed on submission of expenditure vouchers to the Office of the State Controller.
  - b. Approval of Operating Budgets
    - i. The appropriated funds operating budgets for the institutions, school and agencies under Board supervision are based on a fiscal year, beginning July 1 and ending on June 30 of the following year.
    - ii. During the spring of each year, the chief executive officer of each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director for review and formal approval before the beginning of the fiscal year.
  - c. Budget Transfers and Revisions
    - i. Chief Executive Officer Approval
    - ii. The chief executive officer of each institution, agency, school, office, or department is responsible for approving all budget transfers.
    - iii. Allotment and Allotment Transfers
    - iv. Requests for allotments or changes in allotments are submitted by the institution, school or agency to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education. (Refer to allotment form in the Fiscal Reference Manual of the Division of

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Financial Management.) The Office of the State Board of Education will coordinate the request for allotments and changes to allotments for the college and universities.

4. Operating Budgets (Non-appropriated -- Auxiliary Enterprises)

a. Auxiliary Enterprises Defined

An auxiliary enterprise directly or indirectly provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. The distinguishing characteristic of most auxiliary enterprises is that they are managed essentially as self-supporting activities, whose services are provided primarily to individuals in the institutional community rather than to departments of the institution, although a portion of student fees or other support is sometimes allocated to them. Auxiliary enterprises should contribute and relate directly to the mission, goals, and objectives of the college or university. Intercollegiate athletics and student health services should be included in the category of auxiliary enterprises if the activities are essentially self-supporting.

All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs. However, rental charges for uses of the facilities or services provided by auxiliary enterprises may be assessed to departments or programs supported by state-appropriated funds.

b. Operating Budgets

i. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

~~ii. All proposed expenditures from accumulated operating reserves in excess of \$50,000 must be reported to the Board at the next scheduled meeting.~~

5. Operating Budgets (Non-appropriated -- Local Service Operations)

a. Local Service Operations Defined

Local service operations provide a specific type of service to various institutional entities and are supported by charges for such services to the user. Such a service might be purchased from commercial sources, but for reasons of convenience, cost, or control, is provided more effectively through a unit of the institution. Examples are mailing services, duplicating services, office machine maintenance, motor pools, and central stores.

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- b. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
  - c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.
6. Operating Budgets (Non-appropriated -- Other)
- a. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
  - b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.
7. Agency Funds
- a. Agency funds are assets received and held by an institution, school or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution, school or agency exercises no fiscal control.
  - b. Agency funds may be expended for any legal purpose prescribed by the individual or organization depositing the funds with the institution, school or agency following established institutional disbursement procedures.
8. Major Capital Improvement Project -- Budget Requests
- For purposes of Item 8., the community colleges (CSI, CWI and NIC) are included, except as noted in V.B.8.b. (2).
- a. Definition
    - A major capital improvement is defined as the acquisition of an existing building, construction of a new building or an addition to an existing building, or a major renovation of an existing building. A major renovation provides for a substantial change to a building. The change may include a remodeled wing or floor of a building, or the remodeling of the majority of the building's net assignable square feet. An extensive upgrade of one (1) or more of the major building systems is generally considered to be a major renovation.
  - b. Preparation and Submission of Major Capital Improvement Requests
    - i. Permanent Building Fund Requests

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Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the Executive Director. Only technical revisions may be made to the request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1.

ii. Other Requests

Requests for approval of major capital improvement projects from other fund sources are to be submitted in a format established by the Executive Director. Substantive and fiscal revisions to a requested project are resubmitted to the Board for approval. This subsection shall not apply to the community colleges.

c. Submission of Approved Major Capital Budget Requests

The Board is responsible for the submission of major capital budget requests for the institutions, school and agencies under this subsection to the Division of Public Works. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

9. Approval by the Board

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

10. Occupancy Costs.

a. Definitions.

- i. "Auxiliary Enterprise" is an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services.
- ii. "Eligible Space" means all space other than auxiliary enterprise space. Occupancy costs for "common use" space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use.
- iii. "Gross Square Feet" (GSF) means the sum of all areas on all floors of a building included within the outside faces of its exterior walls.

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- iv. "Occupancy costs" means those costs associated with occupying eligible space including custodial, utility, maintenance and other costs as outlined in the occupancy costs formula.
  
- b. Notification of New Eligible Space.
  - i. No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been received by the Governor and the Joint Finance-Appropriations Committee. Written notification shall be submitted by the Office of the State Board of Education or a community college within ten business days of final project approval by the State Board of Education or its executive director, or a community college board of trustees. Written notification shall include:
    - a. description of the eligible space, its intended use, and how it relates to the mission of the institution;
    - b. estimated cost of the building or facility, and source(s) of funds;
    - c. estimated occupancy costs; and
    - d. estimated date of completion.
  
  - ii. A facility approved by the Legislature and the Governor in the Permanent Building Fund budget satisfies the notice requirement for purposes of requesting occupancy costs.
  
- c. Sources of Funds. Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.
  
- d. Required Information. Requests for occupancy costs shall include the following information: (i) projected date of occupancy of the eligible space; (ii) gross square feet of eligible space; and (iii) number of months of the fiscal year the eligible space will be occupied (i.e. identify occupancy of eligible space for a full or partial fiscal year).
  
- e. Occupancy Costs Formula.
  - i. Custodial: For the first 13,000 GSF and in 13,000 GSF increments thereafter, one-half (.50) custodial FTE. In addition, 10¢ per GSF may be requested for custodial supplies.
  
  - ii. Utility Costs: \$1.75 per GSF.
  
  - iii. Building Maintenance: 1.5% of the construction costs, excluding pre-construction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.

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- iv. Other Costs:
  - (1) 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
  - (2) .0005 current replacement value (CRV) for insurance; and
  - (3) .0003 current replacement value (CRV) for landscape maintenance.
  
- v. The formula rates may be periodically reviewed against inflation.
  
- vi. Reversions.
  - (1) If eligible space which received occupancy costs is later:
    - a) razed and replaced with non-eligible space; or
    - b) converted to non-eligible space,then the institution shall revert back to the state the occupancy cost funding at the base level originally funded.
  - (2) If eligible space is razed and replaced with new eligible space, then the institution may retain the base occupancy costs, net the funded GSF against any additional GSF, and request funding for the difference.
  
- f. Unfunded Occupancy Costs. If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

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**ATTACHMENT 2**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: D. Fiscal Officer, Banking, and Investments**

~~February, 2014~~ **December 2011**

1. Bursars

Each institution 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 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 v. 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 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

Any employee of any institution 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

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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 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:

- i. Preservation of capital
- ii. Maintenance of liquidity
- iii. 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:**

- i. Specific investment and overall portfolio maturity
- ii. Ratings and ratings downgrades
- iii. Concentration limits
- iv. Periodic portfolio reviews
- v. 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)

**c. General Account funds may not be invested by the Board or any institution or agency under its governance.**

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

**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

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- 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
- xiv. State of Idaho run investment funds for state agencies and other governmental entities.
- 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 a~~ an annual report on the Consolidated Investment Trust shall be submitted to the Board upon request.

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ATTACHMENT 3

SECTION: V. FINANCIAL AFFAIRS

Subsection: V. Scholarships

~~April 2002~~

~~December 2011~~

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College and University License Plates (Idaho Code § 49-418A)

1. Funds from the college and university special license plate program shall be used only as follows:
  - a. To fund scholarships for Idaho residents attending the institution. Each institution may either create a new scholarship or fund existing scholarships so long as the scholarship recipients are Idaho residents as defined by Idaho Code and the rules of the Board.
  - b. To contribute to academic programs. Provided, however, that this use of such funds shall be on the following conditions:
    - (1) Such funds must be matched in at least equal amounts to non-state, non-federal, and non-local governmental funds.
    - (2) Such use requires prior approval of the Board. ~~Such approval request shall be made annually to the Board in conjunction with the annual report required in this subsection.~~
2. Each institution participating in the college and university license plate program shall, ~~by August 31 of each year~~upon request, present a detailed report to the Board of all recipients and distributions of all funds from said program.

Said report shall include, at a minimum; a complete accounting of the receipts; a complete accounting of the disbursements; what scholarships were funded and in what amounts; a brief description of the scholarship requirements or criteria; a list of the recipients of scholarships funded; the academic programs to which contributions were made and in what amounts; the amount and source of non-governmental matching funds contributed to academic programs in conjunction with the license plate funds; and any projected future use of said funds.

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

ATTACHMENT 3

SECTION: V. FINANCIAL AFFAIRS

Subsection: V. Scholarships

~~April 2002~~

December 2011

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**SUBJECT**

Board Policy, Section V.E.2.c. – second reading

**REFERENCE**

August 2011

Board approved first reading

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/ DISCUSSION**

In August 2011 the Board approved the first reading to amend Board policy V.E.2.c. on Gifts and Affiliated Foundations increasing the interval for resubmission of foundation operating agreements from two years to three years.

**IMPACT**

The Audit Committee has determined that the two (2) year interval for resubmission should be increased to three (3) years. In light of the infrequent amount and materiality of revisions, a longer period of review is sufficient for oversight purposes.

**ATTACHMENTS**

Attachment 1 – Revised Policy, Section V.E.2.c.

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

There were no changes from the first reading. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of the amendment to Board Policy V.E.2.c. Gifts and Affiliated Foundations, as submitted.

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

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## 2. Institutional Foundations

### c. Foundation Operating Agreements

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Renovation design for Boise State Public Radio

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

In 2008 the Board approved Boise State University to acquire, through the Boise State University Foundation, the Ron and Linda Yanke Family Research Park (Yanke). One of the planned future uses of the facility as presented to the Board at that time was to house Boise State Public Radio (KBSU) operations and production facilities.

The administrative offices of KBSU were relocated to Yanke as part of the initial renovation; the relocation of the production portion of KBSU is the subject of this request. The production studios and support spaces for KBSU are currently in the Simplot-Micron Technology building, located in the central core of campus. The vacated space, in the academic heart of campus, will be reassigned for other University uses.

Pursuant to the previously prepared Yanke facility master plan, the KBSU production and production support space will consist of approximately 8,000 gross square feet on the second floor in the facility. Early planning for the production space includes multiple studios for news, talk, and music programming, including control rooms and other production support spaces. Offices for news, programs, and engineering directors will also be included, as well as related conference rooms, storage space, a music library, a green room, and network and technical operation/repair and maintenance areas.

Other work will be necessary to support the production facilities including a new roof-top HVAC unit with associated distribution systems, roof repairs, and relocation of one roof-mounted satellite.

**IMPACT**

It is estimated that the design costs will be approximately \$125,000. Based on preliminary concept estimates, the total project costs (including design and construction of improvements) are estimated to be \$1.6 million. When the University returns to request approval to construct the improvements, a more detailed budget based on design documents will be presented.

The source of funds for this project is KBSU donations, operating funds and reserves.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The Board has several public broadcasting entities under its purview with similar resource requirements. For example, KBSU and IPTV both have needs for backup power supply (to provide continued broadcast through power outages), robust broadband connectivity, broadcast communications capability, etc. Not surprisingly, these two entities share similar human capital resources (e.g. general managers, engineers, producers, web and graphic designers, membership/development, finance, human resources, etc.).

IPTV recently installed a large generator that has excess backup power supply capacity. IPTV also shares transmitter and repeater/translator towers with KBSU.

IPTV was recently notified that approximately 6,000 square feet will become available for lease in its Boise (1455 North Orchard) building with an occupancy date of no later than October 1, 2012.

Staff has asked BSU to be prepared to discuss not only the technical details of their request, but also the larger issue of whether collocating and/or increased collaboration with IPTV might be beneficial.

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with design of the renovation and improvements needed to relocate KBSU to the Yanke Family Research Park for a cost not to exceed \$125,000.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Design of Lincoln Avenue Recreation Field

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University has one primary recreation field on the main campus to accommodate over 19,500 students. The field is used for various purposes including intramural/club sports, Department of Kinesiology youth programming, Athletic Department summer camps, student recreation and other outdoor campus activities. The over-utilization of this field has created a situation where some activities are not served, other activities are scheduled at inconvenient times when attendance and participation is less desirable, and where facilities staff are unable to properly maintain the green space due to the lack of sufficient time between events for the maintenance and recovery of the living grass. To address these issues and to provide more open green space on the campus, the University seeks to develop a second campus recreation field.

Both the Board-approved 2005 Master Plan and the 2008 update to the Master Plan contemplate future campus green spaces. One such area, located between Belmont Street and University Drive, adjacent to the west side of Lincoln Avenue, is in close proximity to student housing currently under construction. The University would now like to proceed with the development of that green space.

**IMPACT**

Design costs are estimated not to exceed \$92,000, of which \$7,000 is reserved for various entitlement work including legal, licenses, right of way, vacations, and related work.

Based on preliminary internal estimates, the total project cost for design and construction is expected to be \$850,000 to \$1.1 million. This estimate does not include any property acquisitions, and depending on final design, purchase of an additional parcel of property within the University's expansion zone (a single family dwelling currently used as a rental income property) may be necessary. As the project progresses and the University returns to the Board for design and construction approval, cost estimates will be updated. The project will be funded with student auxiliary funds and University reserves.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed green space, for which BSU is requesting approval, is consistent with BSU's Board-approved Master Plan. The proposed siting of this space is in close proximity to new student housing and the campus' south academic corridor. As a growing urban but landlocked institution, additional developed green space is important to maintaining a quality campus life experience for students.

The Board may desire to know whether the owner of the single family dwelling (currently used as a rental income property) within the University's expansion zone is a willing seller.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with design of the Lincoln Avenue recreation field for a cost not to exceed \$92,000.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Enterprise System Roadmap Systems Campus Solutions Services Agreement

**REFERENCE**

April 2011	Information item on Enterprise System Roadmap Implementation Project
April 2011	Board approves request to replace/upgrade PeopleSoft ERP system infrastructure
August 2011	Board approves request to enter agreement with Huron Consulting for Enterprise System Roadmap project management services

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Enterprise systems are the administrative and academic systems of record for Boise State University. These systems include student records, finance, research, learning management, HR/Payroll and other systems that enable Boise State to operate as a major metropolitan university.

Boise State University has developed a roadmap to not only transition us to a more sustainable and maintainable system state, but more importantly to gain more value and effectiveness from our enterprise systems, focus on core objectives for the University, and to adopt best practices for enterprise system operation and development. Upgrades to the existing finance, HR/Payroll and student services systems are all significant mile markers on the roadmap. The size and scope of the Enterprise Roadmap project make it necessary to supplement internal staff with external expertise.

**IMPACT**

The University issued a request for proposals using the best value procurement methodology for project management and functional and technical resources to implement the student services system (Campus Solutions) upgrade.

CIBER has been identified to manage the Campus Solutions upgrade for a cost not to exceed \$1.5 million. Services to be provided include, but are not limited to:

- Project management for Campus Solutions upgrade
- Fit/Gap review sessions for each module to be upgraded
  - Academic Advising
  - Campus Community
  - Financial Aid
  - Student Financials

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 20, 2011**

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- Student Records
- Functional Consulting
  - Evaluation and documentation of business processes
  - Process re-engineering
  - End-user training development and deployment
  - Support go-live
- Technical Consulting
  - Update and test interface and integration points
  - Analyze and if necessary retrofit customizations
- Database Administration and Security Consulting

The project is expected to be completed within 11 months. CIBER is an industry expert in the enterprise system consulting field and is a certified platinum Oracle/PeopleSoft partner.

The proposed agreement (Attachment 1) includes terms and conditions as well as a scope of work, contract summary and detailed risk mitigation plan.

**ATTACHMENTS**

Attachment 1 – Proposed Agreement

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

At the Board's April 2011 meeting, BSU brought an information item putting the Board on notice that it would be requesting Board approval for various enterprise system project-related expenditures at future Board meetings. This agenda item is the third such request for the Board's consideration. This request is for approval for BSU to engage a project manager and functional and technical consultant in support of the Enterprise Roadmap project as it relates to the student services system upgrade. The agreement terminates not later than December 31, 2015.

Staff comments in April were that where applicable BSU should ensure that each phase of this project supports, or at a minimum does not conflict with, the Board's ongoing work towards development of the postsecondary piece of a statewide longitudinal data system. This recommendation still stands. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to approve the agreement with CIBER, in substantial conformance to the contract submitted to the Board as Attachment 1, for the Campus Solutions system upgrade consulting services in conjunction with the Enterprise System Roadmap project for a total cost not to exceed \$1.5 million.

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

MASTER CONSULTING SERVICES AGREEMENT FOR  
ENTERPRISE SYSTEMS ROADMAP PROGRAM  
BETWEEN  
BOISE STATE UNIVERSITY AND  
CIBER, INC.

THIS MASTER CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (“Effective Date”), by and between Boise State University (“University”) and CIBER, Inc. (“CIBER”).

WHEREAS, University is a state institution of higher education;

WHEREAS, CIBER is an international IT outsourcing and software implementation and integration consulting company;

WHEREAS, University desires CIBER’s consulting services for the Enterprise Systems Roadmap Program (the “Services”) and CIBER agrees to provide said Services;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Incorporated Documents and Order of Precedence. This Agreement includes the following documents, which are attached hereto and incorporated by reference herein:
  - a. This Agreement;
  - b. State of Idaho Standard Contract Terms and Conditions (“Standard Terms and Conditions”) (Attachment 1) as amended by Appendix A, which is attached hereto and incorporated by reference herein;
  - c. Campus Solutions Statement of Work (Attachment 2);
  - d. Boise State Contract Summary Project 2 Campus Solutions (Attachment 3); and
  - e. Risk Management Plan for Campus Solutions Contract with Boise State (Attachment 4).

Any inconsistency between this Agreement, the Standard Terms and Conditions, and the attachments to the Agreement, shall be decided in the above order of precedence. Any reference to an order of precedence other than the order of precedence listed above by any incorporated document shall be superseded by this Section 1.

2. Term. The Term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2015, unless otherwise terminated pursuant to Section 3 herein.
3. Termination. Either party may terminate this Agreement or the Statement of Work (“SOW”) under the Agreement when the other party has been provided written notice of material default or non-compliance and has failed to cure such default or non-compliance

within thirty (30) calendar days. The non-defaulting party, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary, including, without limitation, an action for damages.

University may terminate this Agreement upon thirty (30) calendar days' advanced written notice. In the event of termination, CIBER will advise University of the extent to which performance has been completed and deliver any work in progress. CIBER will be paid for all work performed and expenses incurred through the date of termination, including charges for materials ordered by CIBER that cannot be returned for a full refund. University will pay (i) in full for all completed and accepted Services and Work Products, and (ii) on a percentage of work performed basis, as reflected in the most recent project status report, for Services and Work Products completed by CIBER, but not accepted by University.

4. Ownership of Intellectual Property. Unless the parties agree otherwise in writing, the tangible property and work products ("Work Products") developed by CIBER pursuant to this Agreement belong to University. University ownership of Work Products does not extend to third party works, products, or materials or to Contractor Materials (as hereinafter defined) that may be included in Work Products. University acknowledges that CIBER is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that CIBER will retain all right, title, and interest in and to all Contractor Materials. "Contractor Materials" means all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know-how, that CIBER, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of CIBER's duty of confidentiality to University. To the extent Contractor Materials are included in any Work Products, CIBER will grant University a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty-free license to use, execute, reproduce, and modify such Contractor Materials, but only for University's internal use in conjunction with the Work Products. CIBER's grant to University of any interest in the Services and Work Products is effective only upon University's payment of all fees and charges invoiced by CIBER. Either party shall be free to use Residuals (as hereinafter defined) from any Confidential Information (as defined in Section 5 herein) provided by the disclosing party for any purpose, including, without limitation, providing services or creating programming or materials for customers, subject to the obligation not to disclose, publish or disseminate such Confidential Information and subject to the patent rights and statutory copyrights of the other party. "Residuals" shall mean that information which may be retained in intangible form in the minds of those personnel of the receiving party, without intentionally reducing such information to memory, who have had access to Confidential Information in tangible form of the disclosing party during the term of this Agreement.
5. Confidential Information. Pursuant to this Agreement, either party may collect, or disclose to the other party, financial, personnel or other information that a party regards

as proprietary or confidential (“Confidential Information”). Confidential Information shall belong solely to the party disclosing such Confidential Information (“Disclosing Party”). The receiving party (“Receiving Party”) shall use such Confidential Information only in the performance of its Services under this Agreement and shall not disclose Confidential Information or any advice given by it to the Disclosing Party to any third party, except with the Disclosing Party’s prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the Disclosing Party. Disclosing Party may require that Receiving Party’s officers, employees, agents, or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to Disclosing Party upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that: (a) is or was in the possession of Receiving Party before being furnished by the Disclosing Party, provided such information or other data is not known by Receiving Party to be subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party; (b) becomes generally available to the public other than as a result of disclosure by Disclosing Party; (c) becomes available to Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by Receiving Party to be subject to a confidentiality agreement with or other obligation of secrecy to the Disclosing Party; or (d) is required to be disclosed under applicable law, subpoena or other legal process.

6. Non-Solicitation. During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party’s personnel who were involved in the provision or receipt of Services or Work Products under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Work Products under this Agreement until 365 days following the termination of the person’s or entity’s employment or engagement with the other party. For purposes herein, “solicit” does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party’s internet site. If a party hires or engages, directly or indirectly, any personnel of the other party in violation of (ii) above, the hiring/engaging party will pay the other party a finder’s fee equal to 50% of the complete compensation package offered by the hiring/engaging party to and accepted by the employee.
7. Warranty. CIBER warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it will perform the Services in a manner that complies with all applicable laws and regulations; and (c) it will provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive the warranty remedies, University must report any nonconforming Work Products to CIBER in writing within thirty (30) calendar days from the date of the University’s project acceptance milestone. University’s exclusive remedy and CIBER’s entire liability is to provide Services to correct the deficiencies. If CIBER is unable to correct the deficiencies to University’s sole satisfaction, University is entitled to recover the fees paid to CIBER. CIBER makes

no warranties regarding University or third party modifications of Work Products to the extent such modifications are not in accordance with CIBER's instructions and specifications, any portion of any deliverable developed by University or by any third party, including any third party software, hardware, or other third party products provided by CIBER.

8. Indemnification. The parties agree that to the extent permitted by law, each will indemnify, defend, and hold harmless the other party and its officers, directors, employees, and contractors from any third party claim for personal injury, property damage, which arises from the gross negligence or intentional wrongdoing of the indemnifying party. To the extent permitted by law, CIBER will indemnify, defend, and hold harmless the University from any third party claim that the Work Products or Services provided by CIBER and used in accordance with CIBER instructions or documentation infringe the intellectual property rights of said third parties. Notwithstanding the foregoing, nothing herein shall be construed as a waiver of University's sovereign immunity or any other protection afforded University as an entity of the State of Idaho, including, but not limited to, the protections afforded University under the Idaho Tort Claims Act. University acknowledges that CIBER makes no representations regarding and accepts no indemnification obligation with regard to any Oracle/PeopleSoft software. The foregoing indemnity shall not apply to any infringement claim arising from (i) a Service or Work Product that has been modified by any party other than CIBER; (ii) University's use of a Service or Work Product in combination with the products or services of parties other than CIBER where such combination gives rise to the infringement claim and where such use was not in accordance with CIBER instructions or documentation; (iii) University's use of a Service or Work Product after written notice to University to cease such use; (iv) a Service or Work Product not used in accordance with CIBER's instructions and specifications; (v) University's use of other than the current release of a Service or Work Product if such claim would have been avoided by the use of the current release provided by CIBER; (vi) University's use of a Service or Work Product with services or products not provided by CIBER; or (vii) CIBER's compliance with any design, specification or instruction of University.
9. Limited Liability. University's sole remedy hereunder shall be return of fees paid to CIBER for any service which University demonstrates to be in breach hereof or otherwise actionable by University. In no event shall either party be liable for consequential, indirect, exemplary, punitive, or incidental damages, including, without limitation, lost data or lost profits, however arising, even if it has been advised of a possibility of such damages. In no event shall CIBER's liability hereunder exceed the amount paid by University hereunder, whether arising out of contract, warranty, strict liability, or negligence. Liability of University shall at all times be governed by the Idaho Tort Claims Act. Nothing herein shall be construed as a waiver of the University's sovereign immunity or any other protection afforded to the University as an entity of the State of Idaho.
10. Acceptance. Acceptance criteria for Services and Work Products shall be set forth in the SOW. Except as otherwise agreed to in the SOW, upon CIBER's delivery of Services or

Work Products, University must inspect the Services and Work Products for conformance with specifications. If CIBER has not received written notice from University (the “Acceptance/Rejection Form”) within five (5) business days following completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by University. Furthermore, for other kinds of work performed by CIBER, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Work Products will be deemed accepted by University on the date of delivery unless CIBER receives an Acceptance/Rejection Form or other written notice from University specifying the reason for non-acceptance within three (3) business days after completion of the Services or delivery of the Work Products.

11. Insurance. CIBER shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement: (a) Worker’s Compensation Insurance, as required by state statute for all CIBER employees engaged in the provision of Services to the University; (b) Commercial General Liability Insurance with limits not less than \$1 million per occurrence, \$2 million in aggregate; (c) Professional Liability Insurance with limits not less than \$3 million, including coverage for errors and omissions caused by CIBER’s negligence in the performance of its duties under this Agreement; (d) Automobile Liability Insurance, including non-owned and hired vehicles, with limits not less than \$1 million per occurrence for property damage and bodily injury. Prior to CIBER providing the Services to University, CIBER shall deliver to the University the certificates of insurance for each of the above described policies. The certificates must contain a written provision that, should any of the above-described insurance policies be canceled or non-renewed before the expiration date thereof, the issuing company must notify the University in writing, by certified or registered mail, receipt requested, at least thirty (30) days prior to any cancellation or non-renewal of any such insurance.
12. University Marks. University’s registered trademarks, as well as other names, seals, logos, college colors and other indicia (“University Marks”) that are representative of the University may not be used without prior written consent of the University. Such consent shall only be valid if obtained from the University’s Office of Trademark Licensing and Enforcement. Requests for approval should be submitted via email to [licensing@boisestate.edu](mailto:licensing@boisestate.edu).
13. Compliance. CIBER shall comply with all requirements of federal, state, and local laws and regulations applicable to CIBER and/or to the Services provided by CIBER pursuant to this Agreement, including without limitation, Executive Order 2007-9. For the Term of this Agreement, CIBER shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules.
14. Payment. CIBER shall submit monthly invoices to the University or as otherwise specified in the SOW, and University shall make payments to CIBER, as indicated on the Purchase Order(s) issued by the University. Notwithstanding the foregoing, the University shall pay all invoices within thirty (30) days of receipt of invoice.

15. Entire Agreement. This Agreement and the attached documents supersede all prior agreements between the parties only with regard to the services offered or provided and purchase orders issued in furtherance of RFP #ST11-106, and constitutes (along with the recitals hereto and the attached documents) a complete and exclusive statement of the terms of the agreement between the parties in all respects regarding RFP #ST11-106. This Agreement may not be amended except by a written agreement executed by both parties.
16. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is neither invalid, illegal, nor unenforceable.
17. Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning of interpretation of any of the terms or provisions of this Agreement.
18. Reference to Days. When any number of days is prescribed in this Agreement or any attachments hereto, it shall mean business days on which the University is open for business.
19. Dispute Resolution. Each party will promptly notify the other in writing of any dispute. The parties' designated representatives will meet within ten (10) days following the receipt of such written notice and will attempt to resolve the dispute within five (5) days of the initial meeting. Each party agrees that the prevailing party in any dispute shall be entitled to payment of its reasonable attorneys' fees and costs.
20. Notices. All notices, requests, demands and other communications required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand or on the third day after mailing if mailed by certified mail, postage prepaid, return receipt requested, as follows:

*If to University:* Boise State University  
Attn: Max Davis-Johnson  
1910 University Drive  
Boise, Idaho 83725-1415

*With a copy to:* Boise State University  
Office of the General Counsel  
1910 University Drive  
Boise, Idaho 83725-1002

*If to CIBER:* CIBER, Inc.  
Attn: Gary Somers, Ph.D.  
8625 S. 21<sup>st</sup> Place  
Phoenix, AZ 85042

*With a copy to:* CIBER, Inc.  
Attn: Legal Department  
6363 S. Fiddler's Green Circle, #1400  
Greenwood Village, CO 80111

IN WITNESS WHEREOF, the authorized representatives of CIBER and University, having full authority to do so, agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

**Boise State University**

**CIBER**

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

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

Name: Stacy Pearson

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

Title: Vice President, Finance and Administration

Title: \_\_\_\_\_

APPENDIX A TO  
MASTER CONSULTING SERVICES AGREEMENT FOR  
ENTERPRISE SYSTEMS ROADMAP PROGRAM  
BETWEEN  
BOISE STATE UNIVERSITY AND  
CIBER, INC.

The parties agree to amend the State of Idaho Standard Contract Terms and Conditions as follows:

**9. CONTRACT RELATIONSHIP.**

The second sentence shall be revised as follows:

“Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, ~~and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind.~~”

The parties agree to the liability provisions as provided in this Agreement.

**11. TAXES.**

“Or sales taxes or use taxes” shall be inserted in the fifth sentence after “personal property taxes.”

**18. INSTALLATION AND ACCEPTANCE**

This section is hereby deleted and the parties agree to provisions regarding the State’s acceptance of deliverables and services as provided in Section 10 of this Agreement.

Attachment 1

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

**1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

- A. Agreement – Any State written contract, lease or purchase order including solicitation or specification documents and the accepted portions of the submission for the acquisition of Property. An Agreement shall also include any amendments mutually agreed upon by both parties.
- B. Contractor – A vendor who has been awarded an Agreement.
- C. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- D. State – The State of Idaho including each agency unless the context implies other states of the United States.

**2. TERMINATION:** The State may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State’s placement of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

**3. RENEWAL OPTIONS:** Upon mutual agreement by both parties (unless otherwise modified by a special contract term, condition, or specification), this Agreement may be extended under the same terms and conditions for one (1) year intervals or the time interval equal to the original contract period.

**4. PRICES:** Prices shall not fluctuate for the period of the Agreement and any renewal or extension, unless otherwise specified by the State in the bidding documents or other terms of the Agreement. Prices include all costs associated with shipping and delivery to the F.O.B. destination address, prepaid and allowed. If installation is requested by the State or specified in the State’s solicitation documents, pricing shall include all charges associated with a complete installation at the location specified.

**5. ADMINISTRATIVE FEE:**

**A. Application of Administrative Fee:**

1. All Purchase Orders (PO) and Contract Purchase Orders (CPO) issued through the Idaho eProcurement System (IPRO) shall be subject to an Administrative Fee of one point two five percent (1.25%) of the value of the Agreement, unless the PO or CPO is exempted as described below. The Administrative Fee will apply to all PO and CPO Awards issued through IPRO, regardless of Contractor’s mode of response submission to the solicitation (i.e. manual or electronic).

2. Subsequent renewals, amendments or change orders to the initial PO or CPO, which result in an increased Agreement value, will constitute an incremental or additional award for which an additional Administrative Fee will apply; however, the additional Administrative Fee will be a Flat Fee, applied as follows:

<u>Original value + all amendments</u>	<u>Flat Fee</u>
\$50,000 - \$1 Million	\$ 500
\$1 Million - \$8 Million	\$ 1000
\$8 Million +	\$ 2000

3. Regardless of the number of renewals, amendments, and/or change orders, the total aggregate Administrative Fee assessed per PO or CPO will not exceed one hundred thousand dollars (\$100,000).

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

4. A contractor's failure to consider the Administrative Fee when preparing its solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor as a result of a PO or CPO Award issued through IPRO.

**B. Administrative Fee Exemptions:**

1. Notwithstanding any language to the contrary, the Administrative Fee referenced in Section 5.A, above, will not apply to contracts with an original awarded value of less than \$50,000; or to contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), Exempt Purchases (EXPO), awards issued under Delegated Purchase Authority (DPA), and orders placed against WSCA/NASPO or other cooperative contracts (PADD) that are exempt from the requirements for competitive bidding.

2. The Administrative Fee referenced in Section 5.A., above, will not apply to Blanket Purchase Orders (BPO) or Statewide Blanket Purchase Orders (SBPO); however, BPOs and SBPOs (like PADDs) may have a separate Administrative Fee applied to orders placed against the contract, as specifically described in the individual BPO or SBPO.

3. The State may also exempt a specific PO or CPO from the Administrative Fee requirement.

**C. Payment of Administrative Fee:** Contractor will remit the Administrative Fee applicable to a PO or CPO, as described in Section 5.A., above, to the IPRO Administrator, SicommNet, Inc., as follows:

1. **Awards with a firm delivery date:** SicommNet, Inc. will invoice Contractor for the Administrative Fee on or after the delivery date provided in the Agreement, with payment due thirty (30) days after receipt of invoice.
2. **Awards with a contract start and end date:** SicommNet, Inc. will invoice Contractor on either a quarterly, monthly or "per payment" basis; or may offer Contractor a prepayment option. Payment will be due thirty (30) days after receipt of each invoice.

**D. Refund of Administrative Fee:** In the event that a PO or CPO is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will direct SicommNet, Inc. to refund the Contractor any Administrative Fees remitted to SicommNet, Inc. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Agreement cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Agreement. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee assessed on the PO or CPO will not be refunded in whole or in part.

**E. Failure to Remit Administrative Fees:** If a Contractor fails to remit the Administrative Fee, as provided in Section 5.C. above, the State, at its discretion, may declare the Contractor in default; cancel the Agreement or award; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or Federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's online account.

6. **CHANGES/MODIFICATIONS:** Changes of specifications or modification of this Agreement in any particular can be affected only upon written consent of the Division of Purchasing, but not until any proposed change or modification has been submitted in writing, signed by the party proposing the said change.
7. **CONFORMING PROPERTY:** The Property shall conform in all respects with the specifications or the State's solicitation documents. In event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services.
8. **OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

- 9. CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that the State is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable workman's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The contractor must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The State does not assume liability as an employer.
- 10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this Agreement. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.
- 11. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Agreement, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Agreement becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to this Agreement at the time it becomes effective.
- 12. SAVE HARMLESS:** Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

- 13. ORDER NUMBERS:** The Contractor shall clearly show the State's Agreement order numbers or purchase order numbers on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 14. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.
- 15. SUBCONTRACTING:** Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under this Agreement. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.
- 16. COMMODITY STATUS:** It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the specifications. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain new or minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first customer and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or vendor warranty, whichever is longer.
- 17. SHIPPING AND DELIVERY:** All orders will be shipped directly to the ordering agency at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. "F.O.B. Destination", unless otherwise specified in the Agreement or solicitation documents, shall mean delivered to the State Agency Receiving Dock or Store Door Delivery Point. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Agreement. Time for delivery commences at the time the order is received by the Contractor.
- 18. INSTALLATION AND ACCEPTANCE:** When the purchase price does not include installation, acceptance shall occur fourteen (14) calendar days after delivery; unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. When installation is included, acceptance shall occur fourteen (14) calendar days after completion of installation; unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the State has notified the Contractor in writing that the order does not meet the State's requirements or otherwise fails to pass the Contractor's established test procedures or programs.
- 19. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

- 20. INVOICING: ALL INVOICES** are to be sent directly to the **ORDERING AGENCY ONLY**. The Agreement number and/or purchase order number is to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing.
- 21. ASSIGNMENTS:** No Agreement or order or any interest therein shall be transferred by the Contractor to whom such Agreement or order is given to any other party without the approval in writing of the Administrator, Division of Purchasing. Transfer of an Agreement without approval shall cause the annulment of the Agreement so transferred, at the option of the State. All rights of action, however, for any breach of such Agreement are reserved to the State. (Idaho Code Section 67-5726[1])
- 22. PAYMENT PROCESSING:** Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered."
- 23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.
- 24. PATENTS AND COPYRIGHT INDEMNITY:**
- A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.
  - B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.
  - C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.
- 25. CONFIDENTIAL INFORMATION:** Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- B. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**26. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**27. APPROPRIATION BY LEGISLATURE REQUIRED:** The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

**28. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

**29. GOVERNING LAW AND SEVERABILITY:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

**30. ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**31. PRIORITY OF DOCUMENTS:** This Agreement consists of and precedence is established by the order of the following documents:

- 1. This Agreement;
- 2. The Solicitation; and
- 3. Contractor's proposal as accepted by the State.

**ATTACHMENT 1**

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

The Solicitation and the Contractor's proposal accepted by the State are incorporated herein by this reference. The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's proposal differ from the terms in this Solicitation, the terms and conditions of this Solicitation shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in this solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

- 32. PUBLIC RECORDS:** Pursuant to Idaho Code Section 9-335, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.
- 33. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by facsimile, prepaid overnight courier or United States' mail as follows. For notice to the State, the address and facsimile number are:

State of Idaho  
Division of Purchasing  
650 W State Street – Room B15  
P.O. Box 83720  
Boise, ID 83720-0075  
208-327-7465 (phone)  
208-327-7320 (fax)

For notice to the Contractor, the address or facsimile number shall be that contained on the Contractor's bid, quotation or proposal. Notice shall be deemed delivered immediately upon personal service or facsimile transmission (with confirmation printout), the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address or facsimile number by giving written notice of the change to the other party.

- 34. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
- 35. ATTORNEYS' FEES:** In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.
- 36. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS:** Contractor warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not

**ATTACHMENT 1**

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract. If its contract is for the provision of services or for the sale or lease/licensing of computer software, Contractor further warrants that its contract is subject to Executive Order 2007-09 [ [http://gov.idaho.gov/mediacenter/execorders/eo07/eo\\_2007\\_09.html](http://gov.idaho.gov/mediacenter/execorders/eo07/eo_2007_09.html) ] and that it must notify the Division of Purchasing in advance if, during the term of its contract, it seeks to shift services or work that it represented would be done inside the United States to outside the United States. Failure to obtain the consent of the Division of Purchasing for such shift constitutes a material breach

Attachment 2



Practical **Innovation.**



Boise State University

Campus Solutions PeopleSoft Version 9.0

**Statement of Work**

September 15, 2011

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## 1. Introduction

Boise State University (Boise State) is a publicly-supported, multi-disciplinary institution of higher education recognized by the Carnegie Foundation for outreach and community engagement. The University has the largest student enrollment of any university in Idaho, with enrollment of 19,993 for the Fall semester of 2010 and is located in Boise, Idaho.

Boise State requires consulting assistance on the Oracle/PeopleSoft Enterprise Systems Roadmap Campus Solutions project. Boise State implemented its current ERP systems, PeopleSoft Financials and PeopleSoft Human Resources/Campus Solutions (PS-FS and PS-HRCS, respectively), in 1998. At the time, particularly in the case of Campus Solutions, core functionality was not fully developed and/or delivered by PeopleSoft. Boise State met this challenge with a large number of customizations across all three system areas to meet business needs. The systems have been upgraded several times since the original implementation. Although the delivered core functionality is now stable and mature, Boise State has continued to remain highly customized. Maintaining Boise State's current level of system customization reduces the ability to move forward.

The University is currently using Academic Advising, Admissions, Campus Community, Financial Aid, Student Financials and Student Records. Boise State is seeking expert project management, functional and technical resources to assist in their Campus Solutions (CS) 9.0 Project. Boise State seeks to leverage delivered functionality, consisting of population update, population selection, equation engine, packaging variables and 3C's, to eliminate current customizations. The deliverables will consist of business rules, system, process, and configuration assessment and definition, as well as working with Boise State functional and technical resources to implement new features and functionality of the CS 9.0 system. Boise State is expecting to have integration between CS modules reviewed and refined as needed. As part of this project Boise State also seeks to separate Campus Solutions 9.0 from HCM 9.1 and establish integration as they are currently in a shared environment. CIBER will be responsible for establishing inbound and outbound integrations with HCM. This project will also assess integration with 3<sup>rd</sup> party systems and state agencies. As part of Boise State's Enterprise Systems Roadmap program the primary goal of this project is to implement delivered functionality to provide flexibility, sustainability and to value configuration over customization. Boise State expects a significant reduction in current customized objects.

### Project Goals:

- Business Outcomes
  - More efficient, streamlined processes and workflow, applying automation and reducing paper where possible.
  - Easier to use and to learn Self Service applications.
  - Expanded self-service applications for students, faculty and staff.
  - Improved usability, ease of access, better performance, improved support, more services, and providing accurate and complete data.

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 Statement of Work
 

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- Improved auditing and status tracking for student academic transactions and changes to roles that provide levels of system access.
- All business processes and customizations are documented to a uniform standard.
  
- Technical Outcomes
  - Reduced customization by leveraging delivered functionality and best practices.
  - Reduced overhead in support and management of the target systems and increased sustainability. Bundles and Patches should take less time to apply with fewer customizations. Ability to go to Oracle for support is increased.
  - System live utilizing new configuration and functionality.
  - Separated HCM and CS environments with integration established.
  - New refunding solution implemented.
  - Establish inbound and outbound integrations with HCM and Finance.
  - Integrate third party solutions where necessary (i.e. SOA).
  - Staff trained on current systems as well as new functionality.
  - Successfully transition PeopleSoft Application Servers and Oracle Database Servers from AIX Unix to Red Hat Enterprise Linux.
  - Security assessment and documented changes related to revisions in business processes and system updates

## 2. Scope

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This Statement of Work (SOW) is incorporated into, made part of, and is subject to the terms and conditions of the Master Services Agreement between CIBER, Inc. ("CIBER") and Boise State University entitled **Master Consulting Services Agreement** (hereinafter referred to as the "Agreement") dated <<Contract/MSA\_Date>>.

This section describes the work that is considered In-Scope and Out-of-Scope for the Campus Solutions PeopleSoft Version 9.0 upgrade.

### 2.1. In-Scope

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CIBER's scope will consist of project management, and functional and technical consulting to support the Enterprise Systems Roadmap Campus Solutions project. This will consist of the following specific activities:

1. CIBER will provide project management consulting and will provide this management on-site throughout the CIBER engagement.
2. CIBER functional consultants will provide fit/gap review sessions with members of the Boise State University Enterprise Systems Roadmap Campus Solutions team. These sessions will require approximately two weeks to complete for each module (including documentation). The sessions will provide details of the differences in the functionality and usage between what Boise State is currently using and what is actually delivered in Oracle/PeopleSoft 9.0. Fit/Gap sessions will be handled for the following modules:
  - **Academic Advising**
  - **Admissions**
  - **Campus Community**
  - **Financial Aid**
  - **Student Financials**
  - **Student Records**
3. CIBER will provide functional consulting in order to:
  - a. evaluate and document business processes,
  - b. assist with business process re-engineering and documentation,
  - c. evaluate third party solutions,
  - d. test new and changed functionality,
  - e. analyze and retrofit customizations,
  - f. provide knowledge transfer,
  - g. develop end-user training,
  - h. support go-live activities.
4. CIBER will provide technical consulting to:
  - a. analyze, retrofit, remove/modify/add customizations,
  - b. update and test interface and integration points. Integration points needed between CS and HCM/FMS will be completed. Review of all current third party integrations and testing will be completed.
5. CIBER will provide Database Administration (DBA) and Security consulting. CIBER's security consultant will be responsible for a security assessment of the Campus Solutions system. CIBER's DBA will be responsible for:
  - a. creation of the new database without customizations
  - b. creation of a database with customizations to use as the source of customizations if a customization is deemed necessary.
  - c. Analyzing and designing the Campus Solutions/HCM split.



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**Statement of Work**

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- d. In addition to any other support already defined within the SOW, Provide technical assistance and guidance up to 60 hours to transition PeopleSoft Application Servers and Oracle Database Servers from AIX Unix to Red Hat Enterprise Linux.
- e. Documented recommended changes to security.

## 2.2. Out-of-Scope

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Work that is not specifically listed above as In-Scope or in CIBER's deliverables and responsibilities listed below is considered Out-of-Scope for this SOW. CIBER will address alterations to the scope of this SOW through the Project Change Management Process defined herein.

Additionally, out of scope work may result from items identified in the Risk Management Plan for Campus Solutions Contract with Boise State.

## 3. CIBER Deliverables

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The following deliverables/services will be produced as part of the scope for this engagement and will conform to CIBER's defined processes. Acceptance criteria for each deliverable will be mutually agreed to by CIBER and Boise State University and documented as part of the Project Management Plan developed during the planning efforts of the project. Alterations to this list of deliverables/services will be managed via the Project Change Management Process defined herein.

**Table 1: Life Cycle Phases**

Phase	Project Deliverables / Services
Phase I: Assessment, Review, Analysis and Planning	<ul style="list-style-type: none"> <li>• Process Documentation (Document all future state business processes)</li> <li>• Environmental Setup/Creation of Boise State Database without Customizations</li> <li>• Fit Gap Documentation</li> <li>• Customization Review (Review viability of existing customizations that may address identified gaps)</li> <li>• Campus Solutions Security Assessment</li> <li>• Detailed Project Plan</li> </ul>
Phase II: Upgrade/Implementation	<ul style="list-style-type: none"> <li>• Design Completed</li> <li>• Development Completed</li> <li>• Recommend changes to security</li> <li>• Student Financials Refunding Solution</li> <li>• User Acceptance Testing Completed</li> <li>• HCM and CS split</li> </ul>
Phase III: Training, Change Management, and Go-Live	<ul style="list-style-type: none"> <li>• End User Training Completed</li> <li>• Support Documentation</li> <li>• Production Readiness Assessment</li> <li>• Executed Cutover</li> <li>• Two-weeks on-site Post Implementation Support</li> </ul>

### 3.1. Acceptance Management

Formal written acceptance by Boise State University of the project's deliverables and services indicates that the deliverables or services have been completed in accordance with this SOW.

The CIBER Project Manager will submit a deliverable or service acceptance form for each completed deliverable or service to the designated Boise State University approver.

- The Boise State University approver will accept or reject the deliverable or service within three (3) business days from the receipt of the Project Manager's notification of completion.
- If the Boise State University approver does not accept or reject the deliverable or service within three (3) business days from the receipt of the Project Manager's notification of completion and does not communicate a timeframe (up to 12 business days) in which a

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 Statement of Work
 

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decision will be made, the deliverable or service will be considered accepted. Boise State University and CIBER may mutually agree to extend the timeframe to be up to 20 business days.

- 1) Work will progress to maintain the established project schedule, with the understanding that any change to an accepted deliverable or service constitutes a change in scope.
  - 2) A Project Change Request (PCR) may result if modifications to the accepted deliverable or service are required and those modifications affect accepted or in-progress project work.
- If Boise State University rejects a deliverable or service, the cause for rejection and all defects to be addressed shall be documented by Boise State University and provided to CIBER for CIBER to correct or revise. Once CIBER corrects the cause for rejection, the deliverable will be sent back through the acceptance process for acceptance of the correction. Once a deliverable is accepted, further corrections or revisions will be addressed under the Warranty provision of the Agreement.

The following Boise State University person(s) has been designated as the approver of deliverables and services for the project:

Name: Max Davis-Johnson or his designee

Title: Associate Vice President of Office of Information Technology

## 4. Work Approach

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This section defines CIBER's approach to managing and delivering the work associated with this project. Changes to this approach could affect the project's schedule or budget and will be addressed through the Project Change Management Process defined herein.

### 4.1. Project Management

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CIBER will plan, execute, control, and communicate the progress of the project using the CIBER Project Management Methodology (CPMM).

CIBER's PMRx® Project site will be used to track project progress, information, and artifacts; and to capture, track, and communicate the overall status of the project.

## 4.2. Delivery Method

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### Phase I: Assessment, Review, Analysis and Planning:

This phase will encompass a full review of existing processes, customizations needed to support existing processes, and vanilla processes that are not currently in use. During this phase CIBER will review and document system rules, configuration and other foundational components that are needed and recommend any business process changes.

Boise State owns and has implemented a number of modules for PeopleSoft and the goal of this phase is to clearly define which components should be brought online to deliver the best service to the campus. The outcome of this phase will be process documentation, completion of a fit-gap and definition for what will be upgraded and implemented and how it will be accomplished.

Requirements for customizations, business process changes and testing criteria will be defined in this phases as well. For any gaps requiring a third party solution, CIBER will identify the needs and possible third party solutions.

During this phase CIBER will plan the CS and HCM split, which entails sequencing the split in relation to other elements of this scope of work document and appropriately including the split in subsequent phases, below.

### Phase II: Upgrade/Implementation:

During this phase CIBER will perform the required software upgrade and implement other changes to provide the defined outcomes from Phase I. In this phase there will be software installation, configuration, data migration planning and design, development, and testing at multiple levels. CIBER will create the split CS database without customizations in this phase. Boise State resources will be heavily involved in this phase, per the detailed project plan and will be trained on the new technology and changes.

### Phase III: Training, Change Management, and Go-Live:

This phase will encompass the steps that are required to take the defined environment from Phase I and II live to the campus. This phase will include any end-user training that is required for acceptance of the new system and processes. This phase will include implementing support documentation, changed business processes and help for users through the transition. This involves finalizing documentation and information for support once the system goes live. In this phase the system will go-live in a production environment and be turned over to the users for day-to-day operation.

#### 4.3. Technical Environment

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Boise State has a multi-platform environment consisting of eight IBM RS6000 servers (using AIX 5.2 and Oracle 11g) which run the University's PeopleSoft development, test, and production database and application servers. During fiscal year 2012, the University will upgrade the infrastructure for the PeopleSoft enterprise systems to Intel-based platforms running Red Hat operating systems, with Oracle 11g for the databases. This will be Boise State's go-live platform.

#### 4.4. Work Location

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The work described in this document will be delivered from the following locations:

1910 University Drive  
Boise, Idaho 83725

CIBER consultants may perform certain activities remotely that are still considered part of the billable services under the terms of this SOW.

#### 4.5. Work Schedule

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The schedule and price defined herein are based upon a 40-hour work week for core project team members, including BSU resources. However, the project may have "peak" periods where the project team will be expected to work outside normal business hours. Standard Boise State holidays that differ from the seven (7) holidays observed by CIBER will be scheduled work days for consultants.

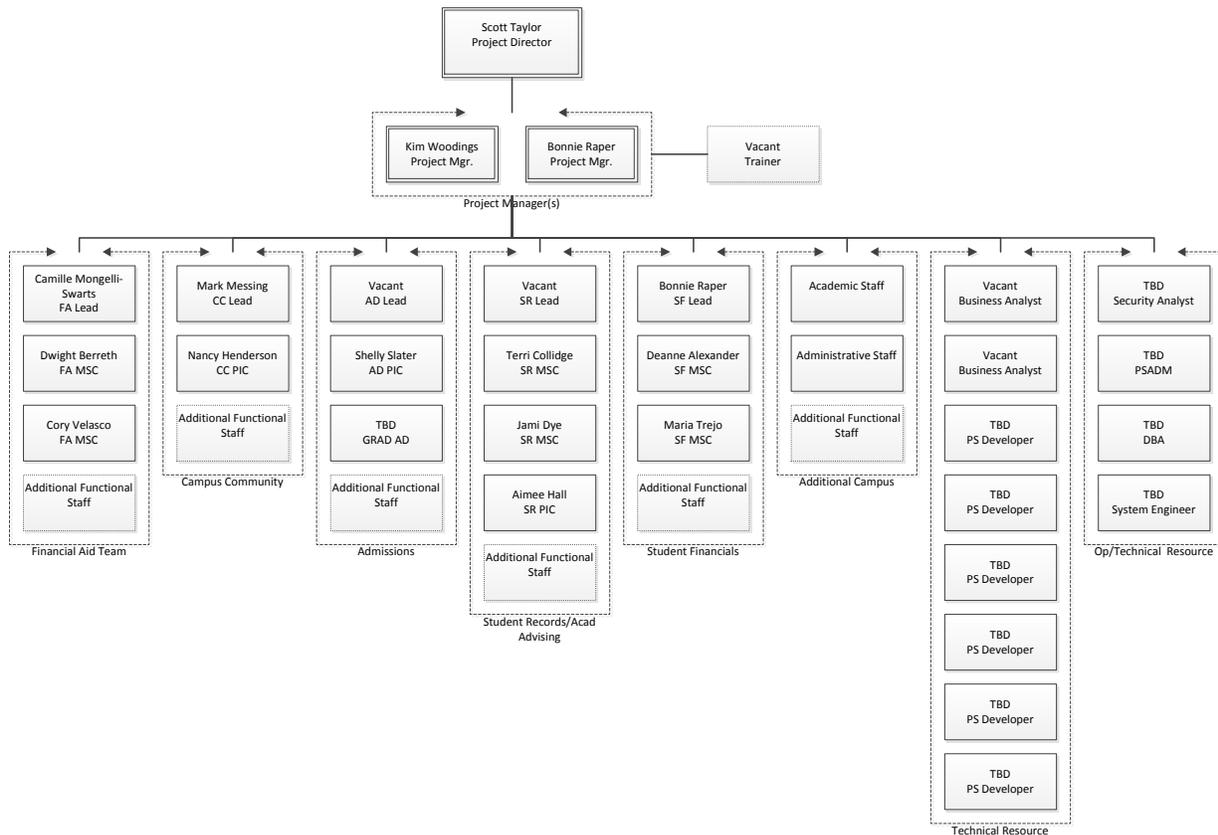
The Standard Project Work Week (work week) for consultants working at the BSU facility is Monday through Thursday, with four days onsite. The work-week is defined as 4-4-5— 4 nights and 4 days at Boise State facility and a 5th day at a remote work location as necessary to complete the work week. Work-site arrival time on Mondays will be no later than 10:00AM local time, with a work-site departure no earlier than 3:00 PM local time on Thursday. Modifications to the work week for individuals or specific work groups will be mutually agreed to by Boise State and CIBER project management.

## 5. CIBER Roles

### 5.1. Boise State Project Organization

The Organization Chart below depicts the key Boise State project roles and the anticipated communication channels for the project.

**Figure 1: Boise State Project Organizational Chart**



### 5.2. CIBER Roles

The following roles will be provided by CIBER to execute the scope of work defined in this SOW.

**Statement of Work**
**Table 2: CIBER Roles**

Role	Role Description
Account Executive:	<p>The Account Executive will serve as the contract manager for this engagement, and will work with Boise State to resolve all resourcing needs and contractual or invoicing issues. Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Evaluates the integrity of the project scope.</li> <li>• Provides assistance with issue resolution.</li> <li>• Makes decisions pertaining to CIBER personnel.</li> <li>• Actively manages project issues, risks and the staffing and scheduling of CIBER personnel.</li> <li>• Resolves contract issues.</li> </ul>
Project Manager:	<p>CIBER's Project Manager is responsible for following CIBER's Methodology and for completing the project deliverables. Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Develops the initial project plan.</li> <li>• Establishes the following project controls to verify the quality of project deliverables and minimize disruption to the project schedule:               <ul style="list-style-type: none"> <li>○ Change control</li> <li>○ Quality assurance</li> <li>○ Risk management</li> <li>○ Issue management</li> </ul> </li> <li>• Manages the day-to-day execution of CIBER services.</li> <li>• Provides weekly Status Reports to the Boise State Project Manager</li> </ul>

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Role	Role Description
DBA/Security/PS Admin	<p>CIBER's DBA/Security expert is responsible for performing all technical DBA/PS Admin/Security tasks that are within CIBER's scope.</p> <p>Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Creation of Vanilla Campus Solutions split database.</li> <li>• Creation of copy of current production Campus Solutions split database.</li> <li>• Works with CIBER technical lead to address the integration points to accommodate the HCM/CS split.</li> <li>• Maintains daily contact with Boise State personnel.</li> <li>• Transfers knowledge to project team.</li> <li>• Provides technical guidance to the project team.</li> <li>• Assists with testing the Oracle/PeopleSoft system, during User and System Acceptance testing, to verify the system meets requirements.</li> <li>• Provides deployment support during the final Move to Production.</li> <li>• Provides weekly Status Reports to the CIBER/Boise State University Project Manager.</li> <li>• Security Assessment</li> </ul>

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Role	Role Description
Functional Consultants:	<p>CIBER's Functional consultants provide functional guidance for all aspects of the upgrade/implementation, and will coordinate all functional upgrade/implementation tasks and activities with the CIBER Project Manager and client resources.</p> <p>Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Maintains daily contact with Boise State personnel.</li> <li>• Provides expertise and guidance in new or changed functionality in PeopleSoft version 9.0.</li> <li>• Assists in resolving gaps, whenever possible, and in retrofitting existing Boise State business processes and requirements into the new release.</li> <li>• Assists with setting up system tables for any newly implemented functionality.</li> <li>• Assists with testing the system during System Acceptance to verify the system meets requirements.</li> <li>• Reports project status, progress and issues to CIBER/Boise State's Project Manager in a timely manner.</li> <li>• Transfers knowledge to client staff.</li> <li>• Provides functional guidance to the client staff.</li> <li>• Provides options for issue resolution and identifies business process improvement opportunities.</li> <li>• Facilitates business process analysis and design.</li> </ul>

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Role	Role Description
Technical Lead:	<p>CIBER's Technical Lead to provide technical guidance related to development review and retrofitting, and data conversion or cleansing (if needed).</p> <p>Responsibilities consist of:</p> <ul style="list-style-type: none"> <li>• Maintains daily contact with Boise State personnel.</li> <li>• Transfers knowledge to project team.</li> <li>• Provides technical guidance to the project team.</li> <li>• Assists in resolving gaps whenever possible by recommending work-arounds, process improvements, or modifications.</li> <li>• Provides options for issue resolution and identifies business process improvement opportunities.</li> <li>• Assists with testing the Oracle/PeopleSoft system, during User and System Acceptance testing, to verify the system meets requirements.</li> <li>• Retrofits or modifies Oracle/PeopleSoft interfaces or integrations assigned.</li> <li>• Reports project status, progress and issues to the CIBER/Boise State University Project Manager in a timely manner.</li> </ul>
Technical Developers:	<p>CIBER's Technical consultants provide technical guidance related to custom development review and retrofitting, and data conversion or cleansing (if needed).</p> <p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Transfers knowledge to project team.</li> <li>• Retrofits or modifies Oracle/PeopleSoft interfaces or integrations assigned utilizing appropriate tools and technology.</li> <li>• Reports project status, progress and issues to the CIBER/Boise State University Project Manager in a timely manner.</li> </ul>

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Role	Role Description
Quality Assurance Lead	Quality Assurance Lead will perform routine QA reviews throughout the project. The purpose of the QA reports will be the following: <ul style="list-style-type: none"> <li>▪ Confirmation that the project is being managed in accordance with CIBER practices and methodologies.</li> <li>▪ Identifies measures of performance that can be monitored.</li> <li>▪ Provides opportunities for review and improvement of processes.</li> <li>▪ Leads to tighter control over the project.</li> <li>▪ Confirmation client objectives are being met.</li> <li>▪ Generates a joint agreement (client and CIBER) on acceptable quality, early in the project.</li> <li>▪ Provides early identification of any areas of dissatisfaction, allowing time for corrective action.</li> </ul>

## 6. Boise State University Roles and Responsibilities

If, during the execution of this engagement, roles and responsibilities defined herein cannot be fulfilled by Boise State University, CIBER will negotiate budget, schedule, or scope changes to address the deficiency in accordance with the Change Management process defined herein.

### 6.1. Boise State University Roles

The following roles will be provided by Boise State University to facilitate the scope of work defined in this SOW.

Boise State will allocate the following functional and technical resources to the project. Boise State University will provide a dedicated internal project manager and executive leadership to the project to ensure that the University is meeting and managing its obligations.

Role/Area	Maximum FTE	Requirements
Executive Sponsorship	Varies	Executive Sponsorship is required for a successful project. Executive participation varies widely depending on the meeting schedule, and could be as low as eight hours per

**Statement of Work**

Role/Area	Maximum FTE	Requirements
		month for each Executive. Participation must be higher at the beginning of the project (to build visibility and demonstrate support); during times when critical decisions must be reviewed and made; and during deployment.
Project Management	1.0	Project Management includes collaboration with the CIBER Project Manager to facilitate coordination of the University team, and scheduling and administration of all project activities. The Boise State Project Manager is responsible for the internal budgeting. Responsible for securing facilities and for significant project communication duties. Also monitors project progress and the quality of deliverables on an ongoing basis; reviews and approves deliverables prior to submission to Project Sponsors and helps to ensure consistency of activities and deliverables across teams. In collaboration with the CIBER Project Manager, communicates status and issues to Executive Steering Committee, ensures timely and adequate communication throughout the project team and creates and manages external communication strategy.
Functional Lead	5.0	Boise State will provide one dedicated functional lead for each functional area involved in the project. Subject Matter Experts (SMEs .25 FTE for each module) will be brought in as needed for the duration of the project.
Technical Lead	1.0	Collaborates with the CIBER Technical Lead to provide daily leadership to the University's technical resources and manages the University technical plan and schedule. Coordinates activities related to system security, and database administration. Responsible for coordination of activities related to interface, integration and software development efforts. With guidance from CIBER, mentors technical resources concerning methods, procedures, and



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Role/Area	Maximum FTE	Requirements
		standards to be used during design, development, unit testing and change management phases of system development projects. Also assists with technical development effort when needed, and communicates issues and status information to Project Management.
Technical Developers	5.0	Technical developers perform the work of custom development remediation and data cleansing.
Database Administration	0.5	The Boise State University DBA will share joint responsibility with the CIBER DBA on database administration tasks.
System Administration and Network	0.1	Respond to issues and complete assigned tasks and service request by due dates set in the project plan.
Security	0.2	Respond to issues and complete assigned tasks and service request by due dates set in the project plan.
Trainer	1.0	Works with CIBER to develop training plan and create training documentation. Performs first training session with CIBER oversight.

6.2. Boise State University Responsibilities

Boise State University responsibilities will be coordinated by Boise State and CIBER Project Management. Boise State University is responsible for the following:

**Table 3:** Boise State University Responsibilities

Area	Project Responsibilities
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**Statement of Work**

Area	Project Responsibilities
Data Protection	Boise State University is responsible for all physical, administrative, network, and electronic data protection required by applicable law for its facilities, operations, policies, and data, including without limitation, providing appropriate notices and systems of records required under applicable law. Boise State University is responsible for compliance with all legal requirements.
Project Resources	Boise State University is responsible to ensure that all resources are available for project tasks as defined in this SOW and the baseline work plan or other communicated schedule of activities. Boise State University will ensure that assigned personnel are skilled in relation to their assignments, are available with the authority to perform the work and make decisions, and they fully participate in completing the effort of each task.
Project Information	Boise State University will ensure that all information supplied to CIBER with respect to this effort is complete and accurate, to the best of its knowledge. Incomplete, inaccurate or erroneous information may impact the project scope, budget and schedule.
Knowledge Transfer	Boise State University must assign resources to actively participate in assigned project activities and meetings, and must adequately complete assigned project tasks.
On-site workspace	Boise State University is responsible for providing work areas and access to shared printers and conference facilities for on-site CIBER team members.
Executive Sponsorship	Boise State University will ensure that all Enterprise Roadmap projects are sponsored at the executive level, and support for the projects is currently in place.
Governance	Boise State University will adhere to an overall program governance structure for the Enterprise Roadmap projects. This will consist of a day-to-day leadership and project management support, a dedicated project manager and overall program director, a steering committee and an overall governance committee. These will be shared between all projects, and will be utilized as frequently as needed.
Licensed Modules for Campus Solutions	Boise State University will ensure that it stays current with all applicable licenses, including the following: Admissions, Academic Advisement, Financial Aid, Student Financials, Campus Community, Student Records, Outreach, Community Directory, Learning Management, Community Access, Involvement, Personal Portfolio, Learner Services

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Area	Project Responsibilities
UPK Licenses and 10 developer licenses	Boise State University will stay current with its UPK licenses. Boise State is currently licensed for UPK to be leveraged in Boise State's production environment for PeopleSoft administrative users (400). Boise State currently owns content for all of our modules.
Other Enterprise Systems	Boise State University currently has a number of 3rd party applications for various systems around campus such as Blackboard, T2, Simplicity, and others. These applications need to integrate with Boise State's core PeopleSoft systems. Boise State will maintain current licenses for these systems, as well as, others may be identified or acquired over the course of this project.
PMO	Boise State University will utilize a common project management methodology throughout the Roadmap projects. To achieve this goal, a PMO resource will be added to the leadership team. The resource will work with Boise State University to insure commonality and standardization within all projects.

## 7. Project Tasks

This table below indicates CIBER's and Boise State's accountability for project activities: (A = Accountable, C = Contributor, CBR = CIBER, BSU = Boise State University)

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Project Charter Sessions	Interviews with BSU Project team, executives and stakeholders	CBR	BSU	Conduct and document interviews.	Schedule all interviews with BSU staff. Assist with note-taking.	Project Charter
Project Charter Review and Editing	Review and edit Project Charter drafts	CBR	BSU	Draft all Project Charter materials (strategies, controls, standards and procedures for managing	Review and provide edit and feedback for Project Charter drafts.	Project Charter

## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				the Project)and incorporate BSU edits from up to two edit cycles.		
Prepare Fit/Gap Schedule	Draft proposed Fit/Gap Schedule	CBR	BSU	Prepare proposed Fit/Gap schedule addressing all application areas in scope.	Revise Fit/Gap Schedule to accommodate BSU staff availability and needs.	Fit/Gap Schedules
Schedule Fit/Gap Sessions	Establish Fit/Gap session schedule and participants	BSU	CBR	Work with BSU to make sure all Fit/Gap activities have representation from all campuses.	Schedule BSU staff and facilities for Fit/Gap sessions. Communicate session schedule to stakeholders.	Fit/Gap Schedule
Fit/Gap Sessions	Fit/Gap Sessions	CBR	BSU	Conduct Fit/Gap sessions	Participate in Fit/Gap sessions. Provide BSU source Documentation such as configuration Documentation, desk procedure manuals and current reports.	Fit/Gap Document
Validate Fit/Gap	Secure validation of	BSU	CBR	Update Fit/Gap	Conduct Town Hall meetings or other	Validated Fit/Gap

**Statement of Work**

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Report	Fit/Gap report from BSU community (All Campuses).			report based on feedback from BSU Campuses.	validation activities to inform and gain agreement from the BSU campuses regarding the Fit/Gap recommendations.	Document
Configure Base System	Configure base System with BSU values	CBR	BSU	Lead configuration activities, and confirm all configuration tables are populated.	Participate in configuration activities. Complete configuration of tables under instruction from CIBER.	Configured Base System
Business Process Assessment	Define business processes and candidates for improvement using prior BSU BPR studies.	CBR	BSU	Draft Business Process Inventory.	Validate/edit Business Process Inventory. Survey users to determine effort and satisfaction ratings.	Business Process Inventory
Secure Final Scope Approval	Secure final scope Approval from university community.	BSU	CBR	Support Town Hall or other design Specifications validation activities	Conduct Town Hall or other design Specifications validation presentations to confirm that design Specifications are accurate and approved by BSU community	Approved Scope (in Fit/Gap document)
Project	Develop the final baseline	CBR	BSU	Update and create the	Review and provide input into tasks,	Detailed Project

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Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
Planning	detailed Project Workplan			detailed Project Workplan, and work with BSU to finalize.	resources, durations and sequencing of activities.	Workplan
Establish Hardware Environment	Establish Hardware Environment	BSU	CBR	Provide input to third-party hardware as needed.	Size, design, purchase and install hardware environment	PeopleSoft hardware environment
Install System Environment	Install Database Software and Operating Systems	BSU	CBR	None	Install Database software and Operating System to prepare for PeopleSoft install	Installed Database and Operating System Software
Install PeopleSoft Instances	Install PeopleSoft Instances	CBR	BSU	Install or Review PeopleSoft and Web environment, and create SYS and DMO	Participate in install in order to gain knowledge for additional instance creation.	Initial, tuned PeopleSoft Environment with 2 database instances
Create additional instances	Create additional PeopleSoft database instances	BSU	CBR	Provide transfer of Know-How to enable BSU to self-install data-base instances. Provide troubleshooting and guidance as	Create additional instances as needed during implementation	Additional PeopleSoft Database Instances

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Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				necessary.		
Define data conversion strategy and plan	Define all in-scope data conversion targets, and the method and tools to be used for ETL	CBR	BSU	Lead sessions to identify all in-scope data conversion sources. Work with BSU technical staff to define common file formats.	Inventory all possible data sources for conversion. Work with CIBER to define common file format.	Project Charter: Data Conversion Strategy; and Conversion Plan
Develop Functional/ Technical Specification for CIBER assigned Interfaces defined in this SOW	Create Specifications for Interfaces	CBR	BSU	Provide template for all Custom Development. Complete Specifications for all CIBER-assigned Interfaces.	Provide support and comments to plan  Review and approve Specification.	Interface Functional/ Technical Specifications
Develop Functional/ Technical Specification for BSU-assigned Interfaces	Create Specifications for Interfaces	BSU	CBR	Provide template for all Custom Development. Provide guidance and review of all BSU-created Specifications	Complete all Specifications for BSU-assigned Interfaces using CIBER template.	Interface Functional/ Technical Specifications
Develop Interfaces assigned to	Develop and test Interfaces	CBR	BSU	Develop all assigned Interfaces. Work with	Conduct code review. Review and validate technical solution	Technical Solution for Interfaces

## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
CBR				any 3rd party software providers as needed.	Documentation.  Work with any 3rd party software providers as needed.  Provide support, comments and testing support	
Develop Interfaces assigned to BSU	Develop and test Interfaces	BSU	CBR	Provide guidance and review of Documentation and code for all BSU-created Interfaces.	Develop all BSU-assigned Interfaces.	Technical Solution for Interfaces
Testing for Interfaces	Testing for Interfaces	BSU CBR	CBR BSU	Assist, Participate, and Support Testing	Conduct Testing of all Interfaces	Technical Solution for Interfaces
Security Strategy	Define high-level security strategy	CBR	BSU	Conduct security overview process.	Participate in interviews and provide information on current security policies and practices.	Security Strategy
Security Templates	Provide security	CBR	BSU	Provide template and training on	Understand security template and	Security Templates

## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
	template			how to complete it	complete it	
Security Plan	Define detailed steps required to implement security	CBR	BSU	Define detailed tasks and responsibilities to implement security.	Take responsibility for carrying out the plan.	Security Plan
Security Design	Functional Security Design within PeopleSoft	CBR	BSU	Define functional design for Application, Query, Process and Access Security	Participate in defining security design.	Functional Security Design and Matrices
Application Security	Build, Document and Implement security	BSU	CBR	Advise as needed for interpretation of security recommendation.	Build and Implement security.	Permission Lists and Roles
Define Testing Strategy	Define Testing Strategy	CBR	BSU	Provide a testing strategy template based on CIBER experience with other	Review and contribute to Testing Strategy.	Project Charter: Testing Strategy

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Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				clients.		
Define Test Plan	Define Test Plan including performance testing	CBR	BSU	Provide templates and draft the test plan. Work with BSU to complete test scenarios and finalize test plan.	Work with CIBER to complete test scenarios and finalize test plan.	Test Plan
Define Test Cases	Define Test Cases	CBR	BSU	Identify all test cases	Review and validate CIBER identified test cases.	Identified Test Cases
Develop Test Cases	Develop Test Cases	BSU	CBR	Provide a template and review test cases and provide feedback.	Develop actual test cases.	Test Cases
Conduct Functional Testing	Conduct Testing as outlined in the Test Strategy and Plan	BSU	CBR	Assist with BSU-led functional testing	Participate in functional testing	Completed tests
Acceptance	Confirm test completion and results	BSU		None	Approval and signature on Acceptance Form	Acceptance Document
Review Batch Process Schedule	Review Batch Process Schedule	CBR	BSU	Confirm Batch Process Schedule for all processes	Review and take ownership of schedule at deployment.	Batch Process Schedule

## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				scheduled at deployment.		
Load Testing	Load Testing	BSU	CBR	Assist with Load Testing	Perform Load testing using OpenLoad	Load Testing completed
Assess Readiness	Deployment Use Readiness Assessment	CBR	BSU	CIBER will assess institutional readiness to Deployment Use and recommend corrective actions where needed.	BSU will work with CIBER to address any issues identified.	Readiness Assessment
Plan Cutover	Plan Deployment Use cutover	CBR	BSU	CIBER will provide a template based on CIBER materials and will work with BSU to define events and responsibility.	BSU will work with CIBER to plan for cutover.	Cutover Event Schedule
Conduct "Go, No-Go" Meeting	Conduct "Go, No-Go" Meeting	BSU	CBR	Provide input to "Go, No-Go" Meeting	Conduct "Go, No-Go" Meeting	Cutover decision
Execute Cutover	Execute Cutover	BSU	CBR	Support cutover	BSU will execute the cutover with support from CIBER.	Cutover
Post	Provide 2	CBR	BSU	Post-	Manage issue	

## Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
implementation Support	weeks of post-implementation support			implementation on-site support	resolution Resolve BSU-assigned issues	
Define Training Strategy	Define Training Strategy for all Project members	CBR	BSU	Provide templates and guidance for appropriate training and timing of training.	Participate in defining Training Strategy.	Project Charter: Training Strategy
Define Training Plan	Define detailed Training Plan for end users	CBR	BSU	Provide templates and guidance on recommended courses.	Provide information on end users, facilities.	Training Plan
Training Content	UPK content customized for BSU use	BSU	CBR	Provide input and guidance in developing and modifying UPK content. CIBER will work with BSU in developing content.	Develop custom UPK content	Training Content
Conduct End-User Training	Conduct End-User Training	CBR BSU	CBR BSU	Conduct initial training sessions, provide feedback, and provide	Schedule classes and attendees. Assist in delivering and assess training as much as possible. Learn how to	Trained End Users



Statement of Work

Activity	Brief Description	A	C	CIBER Responsibility	BSU Responsibility	Deliverable
				templates for assessing success of training.	independently conduct training.	

## 8. Project Change Management

The following Project Change Management process will be used to manage alterations to the baseline scope, schedule, and cost of the project or changes to any other aspect of the project that has a potential impact to the project’s scope, schedule, or cost.

1. Notification of intended changes will be communicated in writing via a Project Change Request (PCR) form and provide justification for the change and the impact to the project’s scope, schedule, and cost.
2. The Boise State University approver will approve or reject the change request within three (3) business days from the receipt of the Project Change Request form.
3. If the Boise State University approver does not approve or reject the change request within three (3) business days from the receipt of the Project Change Request form and does not communicate a timeframe in which a decision will be made, the requested change will be considered deferred:
  - a. The change request status will be logged, tracked and managed as a ‘deferred’ request.
  - b. Work will progress without incorporating the requested change into the work plan.
  - c. Where an approval or rejection decision is necessary for the project to progress, the change request decision will be escalated as a project issue.
4. For change requests that are outside the stated project scope, the Boise State University approver will authorize budget and/or schedule allowance for CIBER on a time and materials basis for the initial analysis of a change request.
5. CIBER and Boise State University will work to resolve disputes regarding the ‘in scope’ or ‘out of scope’ classification of work according to the *Dispute Resolution* clause of the Agreement.

The following persons have been designated as the approvers of change requests for the project:



### Statement of Work

CIBER, Inc.	Boise State University
Name: Jeff Beech	Name: Max Davis-Johnson or Designee
Title: Delivery Director	Title: Associate Vice President of OIT

## 9. Project Schedule

The following project schedule is based upon an anticipated start date of <<Month, Day, Year>>. Any change to this start date or any other specified date in this SOW will affect schedule and deliverable dates accordingly. All dates displayed are estimated and will be affirmed during the planning process of the engagement. Updated milestones and dates will be identified during the project planning phase.

**Figure 2: Project Schedule**

Number	Milestone	Estimated Completion
1	Discovery - Project Charter Complete	Month 2
2	Delta/Fit Gap Documentation Complete	Month 4
3	Configuration Documented	Month 5
4	Customization Review Complete	Month 5
5	Retrofit Customizations Complete	Month 7
6	Integration Testing Complete	Month 8
7	User Acceptance Complete	Month 9
8	Go-Live Acceptance	Month 10
9	Project Acceptance	Month 11

## 10. Project Price

This engagement will be invoiced per the terms of the Agreement.

In line with professional practices CIBER has used due diligence and depended upon the accuracy of the information provided by Boise State University to estimate and price the scope of this work. Incomplete, inaccurate or erroneous information may cause an increase in contract price and schedule.



Statement of Work

If it is necessary to exceed the scope of this engagement, CIBER will inform Boise State University via the Project Change Management process defined herein. All changes to project cost and schedule will be agreed upon with Boise State University and documented and approved via a Change Request Form.

Fixed Price Project total: \$1,426,500

*PAYMENT SCHEDULE*

<b>Payments (monthly payments to be billed at end of month)</b>	<b>Amount</b>	<b>Estimated</b>
Initial Payment	\$103,700.00	Month1
Monthly Progress Payment	\$103,700.00	Month 1
Monthly Progress Payment	\$103,700.00	Month 2
Project Charter Completed	\$44,000.00	Month 2
Monthly Progress Payment	\$103,700.00	Month 3
Monthly Progress Payment	\$103,700.00	Month 4
Fit Gap Documentation Completed	\$50,000.00	Month 4
Monthly Progress Payment	\$103,700.00	Month 5
Configuration Documented	\$44,000.00	Month 5
Monthly Progress Payment	\$103,700.00	Month 6
Monthly Progress Payment	\$103,700.00	Month 7
Monthly Progress Payment	\$103,700.00	Month 8
Integration Testing Completed	\$44,000.00	Month 8
Monthly Progress Payment	\$103,700.00	Month 9
User Acceptance Testing Completed	\$44,000.00	Month 9
Monthly Progress Payment	\$103,700.00	Month 10
Project Acceptance	\$59,800.00	Month 11

## 11. Approvals

The terms and conditions of this SOW, including all rates and pricing provisions, shall not be binding on CIBER unless this SOW is signed by the authorized representatives of both CIBER and Boise State University.



Campus Solutions PeopleSoft Version 9.0  
upgrade



Statement of Work

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IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

BY:

BY:

CIBER, Inc.

Boise State University

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment 3

## Boise State Contract Summary Project 2 Campus Solutions

<b>Cost Summary</b>	
	<p>Project total \$1,426,500 – Based on scope and timeline as defined in the Statement of Work dated 9/15/2011. If additional effort is required due to scope or other changes the process outlined in Risk Plan will be followed.</p>
<b>Scope Statement</b>	
	<p>CIBER's scope will include project management, and functional and technical consulting to support the Enterprise Systems Roadmap Campus Solutions project. This will include the following specific activities:</p> <ol style="list-style-type: none"> <li>1. CIBER will provide project management, and functional and technical consulting as specified in the Statement of Work.</li> <li>2. CIBER functional consultants will provide fit/gap review sessions to members of the Boise State University Enterprise Systems Roadmap Campus Solutions team. These sessions will require approximately two weeks to complete for each module (including documentation). The sessions will provide details of the differences in the functionality and usage between what Boise State University is currently using and what is actually delivered in Oracle/PeopleSoft 9.0. Fit/Gap sessions will be handled for the following modules listed below: <ul style="list-style-type: none"> <li>➤ <b>Academic Advising</b></li> <li>➤ <b>Admissions</b></li> <li>➤ <b>Campus Community</b></li> <li>➤ <b>Financial Aid</b></li> <li>➤ <b>Student Financials</b></li> <li>➤ <b>Student Records</b></li> </ul> </li> <li>3. CIBER will provide functional consulting in order to evaluate business processes, test new and changed functionality, analyze and retrofit customizations and for go-live activities.</li> <li>4. CIBER will provide technical consulting to analyze, retrofit or remove customizations and to work on interface and integration points.</li> <li>5. CIBER will provide Database Administration and PeopleSoft Administration.</li> </ol>

6. CIBER plans to assign the following resources to this project:

Role	Name
Project Manager	Tony Otakpor
Admissions	Roselyn Fletcher
Student Records/AA	Genelle Charette
Student Financials	Sheena Porter
Financial Aid	John Tinney
DBA/Security Lead	Arthur Wharton
CS Tech	David Eggleston

- Any changes to project resources must be approved in advance by Boise State.
- The project manager is expected to be assigned to the project for the duration. Exceptions to this would be for circumstances beyond the control of CIBER, such as a medical situation, or the resource leaving the company or a similarly serious scenario.

Dominant Measurements

- Significant Reduction in Customizations, percentage to be mutually determined during planning phase
- All business processes and associated customizations documented to a mutually agreed uniform standard
- Complete Business process review, fit/gap, and documentation for all modules
- Successful separation of HCM and CS environments
- Successful integration of HCM and CS environments. Message failure rate between HCM and CS is less than 0.01%.
- Successful re-implementation of CS 9.0 environment with delivered functionality supporting processes identified in business process and customization review in Phase 1 of the project implementation.
- End user training completed on all new or retrofitted processes
- Implementation of a refunding solution
- Successfully reach all milestones listed in the Milestone Schedule, below, within the timelines established in the documented and approved project plan.
- Knowledge transfer to Boise State on the PeopleSoft 9.0 new functionalities
- Complete Business process review for all modules
- 90% Customer Satisfaction as measured by PIPS survey instrument

Risk & Mitigations

See attached Risk Mitigation Plan

	<ul style="list-style-type: none"> <li>• The post award contract will be managed using the weekly risk reporting system (WRR) described in the best value procurement process. The purpose of the WRR is to allow the Bidder to manage and document all risks that occur throughout a project. Risk is defined as anything that impacts project cost, quality or project schedule. This includes risks that are caused by the Bidder (or entities contracted by the Bidder), and risks that are caused by the University (scope changes, unforeseen conditions, etc). The University’s project manager may also require the Bidder to document risks that may impact customer or the University satisfaction. The full risk mitigation plan is attached to the Master Consulting Services Agreement.</li> <li>• Ineffective Project Management - CIBER Project Manager will work closely with Boise State Project management to ensure project management methodologies and best practices are followed.</li> <li>• Lack of Project Controls - Our first order of business on a new project whether it is an upgrade or a new implementation is to conduct a Project Charter. The Project Charter Process is a crucial first step in every project. It establishes a foundation for the project by ensuring that all project participants share a clear understanding of the project goals and objectives and agree on how these objectives will be achieved.</li> <li>• Lack of Boise State University resources available to the project - CIBER project management will have a detailed plan defining the exact needs and duration for different Boise State resources. By identifying these needs early, Boise State will be able to plan accordingly to maximize the available time of Boise State resources.</li> </ul>
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<b>Milestone Schedule</b>	<b>Taken from Statement of Work</b>
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	Number Milestone	Estimated Completion
	1 Discovery - Project Charter Complete	Month 2
	2 Delta/Fit Gap Documentation Complete	Month 4
	3 Configuration Documented	Month 5
	4 Customization Review Complete	Month 5
	5 Retrofit Customizations Complete	Month 7
	6 Integration Testing Complete	Month 8
	7 User Acceptance Complete	Month 9

	8	Go-Live Acceptance	Month 10
	9	Project Acceptance	Month 11
<b>Assumptions</b>			
	<p>Boise State will:</p> <ul style="list-style-type: none"> <li>• Provide access to all people and information necessary to complete the defined project tasks.</li> <li>• Provide the CIBER Consultants with access to the PeopleSoft System and supporting systems and hardware where necessary to complete the defined project tasks.</li> <li>• Provide the appropriate workspace, printer access, phone access, PC, VPN, and network connections for the CIBER Consultants.</li> <li>• Agree that all scope changes, role changes, development / testing methodology changes, project timeframe changes, and any other major change which could affect the outcome, timeframe, or cost of the project must be approved in writing by both CIBER and Boise State.</li> <li>• Promptly make decisions per the Statement of Work</li> </ul>		
<b>Term &amp; Conditions</b>	See Master Agreement and Statement of Work		

Attachment 4

Risk Management Plan for Campus Solutions Contract with Boise State

Risk	Likelihood	Impact	Mitigation Strategy
1.1 Ineffective Project Management from BSU	Low	Low	<p>CIBER and Boise State University (BSU) need to provide effective Project Management for this project to succeed. This will require a full-time dedicated Boise State Project Manager who has the proper Project Management skills, internal support, and communication skills to be effective.</p> <p>If the BSU Project Manager is ineffective the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 BSU will resolve any CIBER identified issue within 5 days.</li> <li>2 If the identified issues cannot be resolved, BSU will replace the Project Manager within 10 days.</li> <li>3 If BSU is unable to find and allocate a replacement Project Manager, CIBER will provide a project manager/administrator to temporarily or permanently replace the BSU Project Manager for additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.2 Lack of adherence to Project Controls identified in the Project Charter	Low	High	<p>The project management needs to prepare and adopt a Quality Assurance Strategy as part of the Project Charter that includes periodic monitoring and assessment of the effectiveness of Project Controls and include the monitoring and improvement tasks as part of the Project Plan.</p> <p>If the project controls identified in the Project charter are not adhered to by BSU the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will recommend alternative remedies.</li> <li>2 BSU will resolve any CIBER identified issue within 5 days.</li> <li>3 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to such issue.</li> <li>4 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>5 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
1.3 Lack of Boise State University resources available to the project.	Medium	Low-High	<p>CIBER will develop a detailed Project Plan defining the exact BSU resource requirements including schedule and duration. If BSU does not provide the required resources as identified in the Project Plan the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 BSU will resolve any CIBER identified issue within 5 days.</li> <li>2 If the identified issues cannot be resolved, BSU will replace the resource within 10 days</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			<ol style="list-style-type: none"> <li>3 If BSU is unable to find and allocate a replacement resource, CIBER will provide a Subject Matter Expert to temporarily or permanently replace the BSU resource for additional charge per the Resource Matrix Rate Schedule below.</li> <li>4 If BSU does not remedy the resource shortage, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to such issue.</li> <li>5 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>6 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
<p>1.4 Resistance to Change</p>	<p>High</p>	<p>Medium</p>	<p>Resistance to change is mitigated through transparency and open communications. CIBER will assist BSU in addressing any identified resistance to change, BSU needs to:</p> <ul style="list-style-type: none"> <li>• Conduct quarterly project updates on the current status of the project.</li> <li>• Communicate regularly with the University community on the potential impacts of the project.</li> <li>• Involve the campus continually and consistently to develop positive rapport and understanding to achieve quick turnaround requirements.</li> <li>• Follow escalation plan as stated in the Project Charter.</li> <li>• Maintain executive support.</li> </ul> <p>Resistance to change can negatively impact project progress and might be manifested in performance outcomes such as slow/late acceptance of deliverables, lack of sufficient effort and attention in testing, and ineffective training participation.</p> <p>If a BSU resource is resistance to change, the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 BSU will work with the individual to resolve the issue.</li> <li>2 If efforts to resolve the issue with the individual are unsuccessful, BSU will escalate the issue to the BSU Project Manager for resolution.</li> <li>3 If BSU Project Manager's efforts to resolve the issue are unsuccessful, the BSU Project Manager will escalate the issue to the Steering Committee for resolution.</li> <li>4 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the change resistance issue.</li> <li>6 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			<p>5 Relief of applicable performance obligations will include partial payment of completed deliverables.</p>
<p>1.5 Lack of commitment and participation to achieve knowledge gain towards self-sufficiency</p>	<p>Medium</p>	<p>Low AND High</p>	<p>The project management team needs to monitor daily/weekly attendance and participation of BSU designated team members. All team members need to report their accomplishments each week, their task assignment progress, their progress towards achieving individual objectives, and any issues or concerns they may have relating to the status and progress of the project.</p> <p>If BSU resource lacks commitment and participation, the following steps will be taken:</p> <ol style="list-style-type: none"> <li>1 BSU will work with individual to resolve the issue.</li> <li>2 BSU will escalate issue to BSU Project Manager for resolution.</li> <li>3 If BSU is unable to provide the business knowledge know-how CIBER will provide functional or technical consultants to meet the requirements for additional charge per the Resource Matrix Rate Schedule below.</li> <li>4 CIBER will be relieved of any responsibility to repeat any previously completed work.</li> </ol>
<p>1.6 BSU's IT staff failing to complete database backups and refreshes per the project plan.</p>	<p>Low</p>	<p>High</p>	<p>Project Management team will monitor all BSU IT staff support tasks and take remedial action immediately upon discovery of any lapse, effectiveness, or contention for resources.</p> <p>If BSU IT resources fail to complete database backup and refreshes escalation the following steps will be taken:</p> <ol style="list-style-type: none"> <li>1 BSU will escalate the issue to BSU Project Manager to resolve the issue.</li> <li>2 If BSU is unable to resolve the issue, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> <li>3 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the issue.</li> <li>7 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>4 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
<p>1.7 New equipment/software procurement, delivery, and setup delays "new Red Hat environment"</p>	<p>Low</p>	<p>High</p>	<p>BSU currently has a multi-platform environment consisting of eight IBM RS6000 servers (using AIX 5.2 and Oracle 11g) which run the University's PeopleSoft development, test, and production database and application servers. During fiscal year 2012, BSU will upgrade the infrastructure for the PeopleSoft enterprise systems to Intel-based platforms running Red Hat</p>

Risk	Likelihood	Impact	Mitigation Strategy
			<p>operating systems, with Oracle 11g for the databases.</p> <p>If BSU upgrade to the new infrastructure environment creates any delays to the Campus Solutions upgrade tasks, the following escalation process will be followed:</p> <ol style="list-style-type: none"> <li>1 CIBER will work with the BSU Project Manager to resolve the issue.</li> <li>2 BSU will empower the Infrastructure Team to resolve the issue.</li> <li>3 If necessary, BSU Project Manager will escalate to Steering Committee for resolution.</li> <li>4 If BSU is unable to resolve the issue, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> <li>5 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the issue.</li> <li>6 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>7 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
<p>1.8 Lapsed hardware or software support contracts</p>	<p>Low</p>	<p>Medium</p>	<p>BSU will maintain current hardware and software support contracts to provide the necessary on-going support required from Oracle during this project.</p> <p>If BSU hardware or software support lapses during the course of this project that leads to project delays the following will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will work with the BSU Project Manager to resolve the issue</li> <li>2 BSU Project Manager will escalate the issue to Steering Committee for resolution</li> <li>3 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the issue.</li> <li>4 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>5 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
<p>1.9 Data Conversion (Academic Structure)</p>	<p>Low</p>	<p>High</p>	<p>If the Academic structure is completely redefined the data conversion effort will be larger than currently scoped.</p> <p>If this occurs:</p> <ol style="list-style-type: none"> <li>1 CIBER will escalate the issue to BSU project manager.</li> <li>2 BSU can assign additional resources to this conversion task.</li> </ol>

Risk	Likelihood	Impact	Mitigation Strategy
			<ol style="list-style-type: none"> <li>3 CIBER will provide BSU with a Project Change Request Form.</li> <li>4 If BSU is unable to provide a resource, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.10 Data integration on HCM/FIN after the split	Medium	High	<p>After the HCM/CS database split, If additional CIBER integration support is needed by BSU the following will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will escalate the issue to BSU project manager.</li> <li>2 BSU can assign a resource to this conversion task.</li> <li>3 If BSU is unable to provide a resource, CIBER will provide a technical consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.11 Lack of client executive support for project.	Low	Medium	<p>Key BSU executives need to actively participate in project activities from start to finish. The Steering Committee needs to include representation and active participation from executive stakeholders. The project management team needs to routinely and consistently communicate project status and issues to the executives.</p> <p>If lack of BSU Executive Support results in deliverable review delays and delayed decision making, the following steps will occur:</p> <ol style="list-style-type: none"> <li>1 CIBER will escalate issue to BSU Project Manager for a decision.</li> <li>2 BSU Project Manager will escalate to Steering Committee for remedy.</li> <li>3 If BSU is unable to resolve the issue, CIBER shall be relieved of all applicable performance obligations that are contingent upon or related to the issue.</li> <li>4 A meeting between Boise State and CIBER Executive Leadership will be scheduled to discuss relief of applicable performance obligations and contract deliverable adjustments.</li> <li>5 Relief of applicable performance obligations will include partial payment of completed deliverables.</li> </ol>
1.12 Need for completely revamp of security	Low	Medium	<p>If the Campus Solutions security is completely redesigned the effort will be larger than currently scoped. If this occurs:</p> <ol style="list-style-type: none"> <li>1 CIBER will notify the BSU Project Manager of the scope change using the Project Change Request Form.</li> <li>2 BSU can assign a resource to the security setup task.</li> <li>3 If BSU is unable to provide a capable resource, CIBER will provide a Subject Matter Expert to temporarily or permanently resource for additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.13 Changes to State or Federal	Low	Medium	<p>If there is a Federal or State mandated requirement identified after the Fit/Gap documents are</p>

Risk	Likelihood	Impact	Mitigation Strategy
requirements			finalized, this will result in an out of scope business requirement. If this occurs: <ol style="list-style-type: none"> <li>1 BSU can assign a resource to work on the Federal or State requirements.</li> <li>2 CIBER will provide BSU with a Project Change Request Form.</li> <li>3 CIBER will provide Technical/Functional consultant for an additional charge per the Resource Matrix Rate Schedule below.</li> </ol>
1.14 Delays to overall project schedule	Medium	Medium	CIBER has proposed an 11 month project and is confident that its deliverables can be completed in 11 months. However, the current timing could involve going live in August which is not practical for a student system. As such the final timing will be determined during the project plan development during phase one. If CIBER has completed its deliverables and BSU elects to delay cutover from the date documented in the project plan, there is a risk that additional support outside of the initial scope may be required. If BSU chooses to delay cutover BSU will notify CIBER and identify the additional support required. If this occurs: <ol style="list-style-type: none"> <li>1. BSU can assign internal resources to provide the additional support</li> <li>2. CIBER will provide BSU with a Project Request Form</li> <li>3. CIBER will provide Technical/Functional consultant for additional charge per the Resource Matrix Rate Schedule below.</li> </ol>

**Resource Matrix Rate Schedule**

Role	Rate
Project Management	\$170.00
On Site Functional Consultant	\$170.00
On Site Senior Technical Consultant	\$170.00
On Site Technical Consultant	\$150.00
Off Site Functional Consultant - Global Delivery	\$75.00
Off Site Senior Technical Consultant - Global Delivery	\$75.00
Off Site Technical Consultant - Global Delivery	\$50.00

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Extension of building lease at 220 Parkcenter Boulevard

**REFERENCE**

April 2008

Board approved lease agreement

April 2009

Board approved request to make improvements to  
Yanke Family Research Park

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.  
Section 67-5708, Idaho Code

**BACKGROUND/DISCUSSION**

In April 2008, the Board approved Boise State University's request to enter into an agreement with the Boise State University Foundation for the lease of a 80,000 sq. ft. office building located at 220 East Parkcenter Boulevard (Yanke Family Research Park).

The Foundation acquired the property with the assistance of the seller providing the property as part gift and part sale, plus a lead pledged donation of \$5 million towards the \$7 million purchase price.

Section B.3. of the lease agreement (Attachment 1) provides for the extension of the lease beyond its initial three-year base term by the mutual agreement of both parties. The University and Foundation mutually agree and desire to exercise the right to extend the lease.

**IMPACT**

The University will exercise its right to extend the lease for an additional two years. This will extend the lease through October 2013, which is the maturity date for the debt service for the property. It is expected at that time the principal remaining on the loan will be approximately \$2 million. The University will continue to work with the Foundation to raise funds to purchase the facility during this time period. The University will also develop a contingency plan to fund the remaining balance using institutional funds should fundraising efforts fall short.

The total cost of this extension is a maximum of \$350,000. Per the agreed upon Board approved lease, the lease payments made by the University to the Foundation are equal to the interest-only payments the Foundation is making for the debt issued to purchase the property. As the Foundation continues to receive gift funds for this property, the loan's outstanding principal balance is reduced and therefore the corresponding interest amount decreases.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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When the debt has been fully satisfied, property ownership will be transferred from the Foundation to the University. The University has made significant improvements to the property and continues to have a significant interest and value in the property.

Pursuant to Board policy and Idaho Code, leases are procured through the Department of Administration. The University will coordinate with the Department of Administration for the lease extension.

**ATTACHMENTS**

Attachment 1 – Lease Agreement

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

In light of historically low interest rates, the Board may desire to know the rate the Foundation secured in 2008 on its purchase money loan for the property. The Board may also benefit from a report on gift funds pledged or received (beyond the original \$5M) to date for this property. Nothing in the lease would prevent the university and Foundation from mutually agreeing to extend the lease a second time beyond October 2013, however, as noted above, the Foundation's note on the property matures on that date.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to exercise the option to extend the lease for the property located at 220 Parkcenter Blvd. through October 2013.

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

**LAND AND BUILDING LEASE  
BETWEEN THE BOISE STATE UNIVERSITY FOUNDATION, INC. AND  
BOISE STATE UNIVERSITY**

This Agreement is made and entered into this 8<sup>th</sup> day of August, 2008 by and between Boise State University, a state institution of higher education, and the Boise State University Foundation, Inc, a non-profit corporation and State Board of Education recognized affiliated foundation of Boise State University.

**RECITALS**

WHEREAS, Boise State University (the "University") and Boise State University Foundation, Inc. (the "Foundation") are mutually interested in the acquisition of the real property located at 220 ParkCenter Boulevard, in Boise City, Ada County, Idaho; and,

WHEREAS, the University and the Foundation work cooperatively on numerous issues related to the goals of Boise State University; and,

WHEREAS, the Foundation has agreed to purchase the property located at 220 ParkCenter Boulevard; and,

WHEREAS, as a condition of the purchase of the property, the seller has required that the property be used for University use, and the Foundation desires to purchase the property for University purposes; and,

WHEREAS, in connection with the purchase of the Property, the University has agreed to reimburse certain of the Foundation's costs of the acquisition as further set forth in this Agreement; and,

WHEREAS, the Foundation and the University have agreed that the University will lease the property from the Foundation as further set forth in this Agreement; and,

WHEREAS, the Foundation and the University have further agreed that the University will deed the property to the University following the term of the lease as further set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants above recited and herein contained, the parties hereby agree as follows:

**A. ACQUISITION OF PROPERTY BY FOUNDATION**

1. The Foundation shall acquire a parcel of land consisting of approximately 8 acres with a building of approximately 80,000 square feet located at 220 Park Center Boulevard, in Boise City, Ada County, Idaho (the "Property") pursuant to the

terms of that certain Agreement of Purchase, Sale and Charitable Donation dated June 23, 2008, and all exhibits to such agreement (collectively, the "Purchase Agreement") attached as **Exhibit A**.

2. The cash purchase price of the Property is \$7,000,000. The Foundation has received a pledge of \$5,000,000 towards the purchase price and \$1,000,000 of that amount has already been paid to the Foundation. The Foundation shall apply the \$1,000,000 already donated to it for the purchase of the Property and shall finance the remaining \$6,000,000 via an interest only loan. The Foundation will make reasonable efforts to obtain an interest rate of five percent (5%) or less for such loan.
3. The Foundation shall apply all future donations that are designated toward the purchase of the Property to the principal of the purchase money loan.

#### **B. LEASE OF PROPERTY TO THE UNIVERSITY**

1. The Foundation shall lease the Property to the University and provide the University with the quiet enjoyment of the Property during the term of this lease commencing on the date on which the Foundation acquires ownership of the Property (the "Effective Date").
  - a. The University shall, as rent, pay (i) the interest accrued on the purchase money loan as such sums become due to the Foundation, (ii) any loan fees or other costs, fees and expenses associated with the financing of the Foundation's purchase of the Property, and (iii) any and all expenses incurred by the Foundation in connection with the Property ("Additional Expenses"), including, without limitation, any insurance costs paid by the Foundation, closing costs associated with the purchase of the Property, and any property tax(es) against the Property assessed, incurred and/or becoming due and payable on or before December 31, 2008, provided that the Foundation will incur no such costs without the prior consent of the University, and such consent will not be unreasonably withheld and shall be provided as timely as possible. The intent of the parties is that the University cover all, but only all and no more, of the Foundation's interest obligation on its purchase money loan for the Property, plus all Additional Expenses.
  - b. By way of example, if the outstanding loan balance in year one is \$6,000,000 and the interest rate is 5%, then the University shall pay \$300,000 in rent that year (plus any Additional Expenses), but if the outstanding loan balance in year two of the lease is paid down to a sum of \$5,000,000, then the rent payment obligation of the University will be \$250,000 for that year (plus any Additional Expenses).

2. The University will take immediate possession of the Property on the Effective Date, and such date shall be the first day of this lease. The University shall remain in continuous, uninterrupted possession and control of the Property post closing and through the term of the lease provided for herein. The University shall not assign or sublet this lease, except as follows: The University may assign or sublet portions of the Property during the term of this lease to entities it partners with on projects related to a University purpose, so long as (i) any use of the Property by any third party is in compliance with the terms of this Lease and the Purchase Agreement, and (ii) the Foundation provides prior consent to the lease or sublease of the Property, which consent will not be unreasonably withheld.
3. The initial term of this lease shall be for three years from its start date. Nothing herein shall be construed as to prohibit the parties to extend the term of this lease by mutual agreement and pursuant to any approval required by the State Board of Education.
4. The University acknowledges and agrees that the Property may be used only for the purposes set forth in the Purchase Agreement, which are primarily for educational and research purposes (the "Permitted Use"), and such incidental uses related to the Permitted Use including (without limitation) (i) faculty meetings, (ii) community informational meetings, and (iii) general office use in direct support of the educational and research endeavors.
5. During the term of the lease, the University's use of the Property shall at all times be in compliance with all law applicable to the University or the Foundation.
6. The Foundation shall secure all insurance for the Property, and the University shall, as part of the Additional Expenses, reimburse the Foundation all costs paid for insurance. To the extent any loss on or of the Property is not covered by the Foundation's insurance, the University shall bear all risk of loss of the improvements on the Property. If the buildings or improvements are destroyed or rendered unusable by an event covered by the Foundation's insurance, the proceeds of such insurance shall belong to the Foundation.
7. The University does hereby agree to indemnify and defend the Foundation from and against any and all claims in any way related to the Property or its use by the University or any person or entity. This indemnification is intended to be construed as broadly as possible, and shall relate to any claims whatsoever involving the Property and its use, extending, without limitation, to claims that result from the University's breach of any provision in this lease as well as claims that do not result from the University's breach of any provision of this lease. Nothing in this Agreement shall be construed as to obligate the University beyond the limits of the Idaho Tort Claims Act.

8. The University shall be responsible for all maintenance, utility, repair and operational expenses of the Property. The University shall use its sole discretion in what maintenance or repair is required and shall perform the same at its own expense; provided, however, that the University shall keep the Property in good operating condition at all times during the term of this Lease, and agrees to promptly repair and restore the Property to a condition as good as received by the University from the Foundation or as thereafter improved, reasonable wear and tear excepted. All costs, utilities, assessments or any other obligation associated with the use and occupation of the Property shall be borne by the University. The University shall be allowed to make such changes or improvements to the Property as it sees fit, so long as (i) the changes or improvements themselves do not cause the value of the Property to fall below the purchase money loan obligation of the Foundation, (ii) all changes or improvements are made in accordance with any laws applicable to the University or Foundation, and (iii) none of the changes and improvements violate the terms of the Purchase Agreement. The University shall maintain and operate the Property in accordance with all applicable laws, rules, codes and regulations of any applicable governmental entity(ies), including without limitation the Americans With Disabilities Act of 1990, as amended from time to time (the "ADA"). The University shall not enter into any change of use of the Property, whether approved by the Foundation or not, if such change in use would result in increased liability of the Foundation under the ADA or any shifting of liability between the University and the Foundation as a result of any such change of use. The University shall indemnify and hold the Foundation harmless from and against any and all claims arising from non-compliance or alleged non-compliance with the provisions of the ADA in effect during the term of the lease, including any extensions and renewals, due to the University's changes or alterations to the Property and/or the passageways, pedestrian walkways, sidewalks or parking in the vicinity of the Property, and from and against all costs, attorneys fees, expenses and liabilities incurred in or from any such claim.
9. The University shall have the right to name and provide signage to the Property in its sole discretion, so long as (i) the signage is in accordance with all applicable laws and regulations affecting the Property; and (ii) the signage is permissible pursuant to the terms of the Purchase Agreement.
10. The Foundation shall have no duty whatsoever as landlord for the condition of the premises and all such duties or responsibilities are hereby assumed by the University. The Foundation's sole duties are those specifically set forth herein.
11. The University has conducted its own investigation and review of the Property with its own experts. The Foundation makes no representations of warranties of any kind regarding the Property. The University is leasing the Property in as-is condition.

12. If the University shall default in any way of its obligations under this lease, the University shall have a period of 60 days from the date of written notice from the Foundation within which to cure any default. Upon an uncured default of this Agreement by the University such default shall be considered a "dispute" arising from this Agreement that shall be processed as outlined in section D below. If, at the end of such process, the default remains uncured, the Foundation shall have the right to terminate this Agreement, reenter the property, and relet or sell the property as allowed by law.
13. If the Foundation shall default in any way of its obligations under this lease, the University shall be entitled to all rights and remedies available to it in law or in equity.

### **C. DEED OF PROPERTY TO UNIVERSITY**

Once the purchase money loan is paid in full by the Foundation, the Foundation will immediately deed the Property in fee simple to the University for no additional consideration.

### **D. MISCELLANEOUS**

1. The parties agree that the advent of litigation between the two arising from the terms of this Agreement will be a waste of resources. As such the parties agree that any disputes that arise from this Agreement will be resolved by the appropriate staff of the parties. If the staff cannot resolve the dispute, then the dispute will be referred to the President of the Foundation and the President of the University. If the Presidents cannot resolve the dispute, then the dispute will be referred to the Executive Committee of the Foundation and the President of the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall hire a mutually acceptable mediator to help resolve the dispute. If and only if all the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation arising from this Agreement.
2. This Agreement is subject to the approval of the State Board of Education. This Agreement is also subject to the closing of the purchase of the Property pursuant to the Purchase Agreement. In the event that either of these conditions fail to occur, this Agreement shall be null and void.

Signature page follows.

**Boise State University**



By: Stacy Pearson  
Its: Vice President of Finance and Administration

**The Boise State University Foundation, Inc.**



By: William Ilett  
Its: Chair

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 20, 2011**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Bronco Stadium Expansion Project, Phase I

**REFERENCE**

December 2010

Bronco Stadium future projects update

February 2011

Board approves request to for Bronco Stadium  
Expansion Project Master Plan and Phase I Design

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

In February 2011, the State Board of Education authorized Boise State University to proceed with preliminary design of the Bronco Stadium Expansion project, Phase I, at a cost not to exceed \$2.46 million. Phase I of this project included two major components, development of the sports fields, facilities and track at Dona Larsen Park, and development of a new Bronco Stadium Football Complex. In addition, Phase I involved studies regarding additional seating options.

Approval to construct the improvements at Dona Larsen Park was secured at the Board's special meeting on Sept. 9, 2011 with a total budget not to exceed \$6 million.

The design process for the Football Complex is underway. Utilizing the standard process through the Division of Public Works, the design teams of Hummel Architects and Populous Architects and the construction manager Kreizenbeck Construction have been retained. The consultants have completed schematic design and developed a preliminary estimate based on these documents. The facility program of approximately 69,000 gross square feet includes all-sports training and hydrotherapy facilities, a strength training and cardiovascular room, football team locker room, football team meeting rooms, football coaches' offices, football coach and staff locker rooms, academic study areas, recruiting lounge, equipment storage/checkout, loading dock and other infrastructure support spaces.

Based on the schematic level documents, early indications are that the cost of this portion of the project will exceed the \$20 million projected for this portion of the project (at the time of Board approval to design in February 2011) by approximately \$2 - \$3 million. In addition to the impact of market uncertainty on the project budget, during the schematic design phase some additional information was discovered which will impact the project budget including:

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- Early cost assumptions were based only on general planning information; detailed information developed from the specific designs appears to have a somewhat higher overall unit cost of construction.
- Some added needs of the football program were identified during the design process increasing the overall size of the project.
- A small portion of the increased cost is related to larger structural members being incorporated in this phase which will support future upper deck seating.

The design team is continuing efforts to minimize additional costs while meeting the program needs. It is expected that the request for approval to construct, based on further development of the design, will be brought forward at the December 2011 Board meeting. Bidding is scheduled to begin in mid to late January 2012 with construction commencing by mid-March and anticipated construction completion in mid-summer 2013.

This project also presents an opportunity to upgrade and expand bleacher seating. The existing north and south portable bleachers will be relocated to Dona Larsen Park; upgraded replacement bleachers, including up to approximately 3,300 additional seats, will be placed primarily in the south end of the stadium, tying into the current east and west concourses. A smaller compliment of bleachers will be placed at the north end in a free-standing configuration. In addition to providing additional bleacher seating, this arrangement also makes way for the more permanent seating at the north end as envisioned in the Stadium master plan.

**IMPACT**

The \$2.46 million approved by the Board in February 2011 is estimated to be sufficient to progress design services through construction documents and studies related to the added bleachers, therefore no additional funding authorization is being requested at this time.

Depending upon the final number of seats and associated site development and exiting requirements, it is expected that approximately \$2.5 - \$3.1 million in additional funds will be needed for the replacement/expanded bleachers. Increased revenue from ticket sales on the net increase in seats will be used to help finance this improvement. The source of funds for this project is private gifts and Athletic Department operating revenues.

A final budget and financing plan will be presented to the Board when the project is brought for construction approval, currently planned for December 2011. While significant cash donations will be available for the project, it is expected that a portion of the funding will be from central reserves and new bond proceeds which will be repaid from pledged donations and athletic operating revenues. Any central reserves utilized will be repaid with interest from Athletics' operating revenues over a three to five year period.

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**STAFF COMMENTS AND RECOMMENDATIONS**

The Board may desire more information on the following:

1. Whether central reserves could include any appropriated General Funds or student tuition and fees; and if doing so could negatively impact cash flow for academic programming.
2. How new bonding for this project may impact the university's overall bonding capacity and bond ratings.

**BOARD ACTION**

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

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Niccolls Family and Consumer Sciences Building Renovations, Planning and Design Phases

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/ DISCUSSION**

The Niccolls Family and Consumer Sciences Building on the Moscow campus of the University of Idaho houses the Margaret Ritchie School of Family and Consumer Sciences. Constructed in 1951, it remains virtually untouched from that era, with only the most modest of renovations and improvements over the years. Architectural spaces and finishes are all extremely dated. Programmatic elements such as the Foods Laboratory were designed to support a science-based curricula focused on home and family. This curriculum has expanded to include quantity food production and dietary requirements for special health needs. An upgraded Foods Laboratory will sustain accreditation with the American Dietary Association.

In the Fall of 2009, the University initiated a Technical Assessment & Feasibility Study to look at needs, requirements and potential renovations of the Niccolls Building. A team of consultants headed by Castellaw Kom Architects of Lewiston teamed with Hummel Architects of Boise conducted a technical evaluation of the facility and identified a series of prioritized programmatic and infrastructure improvements necessary to support the programs of the Margaret Ritchie School within the Niccolls Building. The feasibility study was completed in April 2010 and focused on six general areas of needed improvements

- Foods Laboratory
- Child Development Laboratory
- Departmental Smart Classroom Development
- Future Interior Space Needs
- Future Exterior Building Envelope Needs
- Infrastructure Needs

Once the general needs of the building were identified, the consultants and the facility stakeholder committee focused on priorities for the programmatic improvements. That discussion led to recognizing the Foods Laboratory and Child Development Laboratory as the top tier programmatic priorities. The Margaret Ritchie School and the College of Agricultural and Life Sciences then began to have preliminary discussions with donors to test the feasibility of raising funds to address these priority needs.

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Those conversations have led to early leadership gifts. Accordingly, the University requests authorization to begin a limited scope design effort to plan and develop a project to address the needed improvements in the Foods Laboratory and Child Development Laboratory.

***Overall Project Description***

The existing Food Development Laboratory is outdated and based on an outmoded model of education. It is equipped with residential equipment and was initially conceived and designed to support a residential-based educational model. The current need is to educate students in the ability to study the dietetic nutritional needs and preparation of food for large groups – be that in support of the hospitality industry, schools, institutions and other large group settings. The stations are small and cramped, the space does not have adequate air conditioning or make up air, and large southern windows add to the heat load generated by the equipment, creating an overly warm environment even on cool days. Ventilation is insufficient, and finishes are outdated and in need of repair by replacement. Circulation of occupants within and through the space is poorly planned, and there is no ability to provide for a convenient or flexible dining arrangement within the Laboratory.

The Child Development Laboratory has several spatial issues which should be addressed. These issues limit lab activities and make visual observation of children difficult. Architectural finishes are outdated and in need of repair by replacement. There are issues with the flow of drop-off activities for the parents. A washer and dryer are not located within the space. and storage options are limited. An immediate need is to add a food preparation area specific to the needs of the Child Development Laboratory. Currently teachers must use the Foods Laboratory, one floor above, and not secure against food allergies. This addition sustains the accreditation of the CDL by the National Association for the Education of Young Children.

It is the intent of this project to address these and other related issues. First priority and heavy emphasis will be placed upon the Food Development Laboratory as that is the first priority identified by the stakeholder committee and the area most needing architectural revision. Improvements will be considered for the Child Development Laboratory as can be achieved within available funds.

***Authorization Request***

This request is for a Capital Project Authorization to plan and design renovations and improvements to the Food Preparation Laboratory and Child Development Laboratory at the Niccolls Building. This request is sought for the Planning and Design phases only – construction authorization is not being sought at this time.

The anticipated eventual total project effort is valued at \$1,300,000 to include design phase and construction costs and appropriate and precautionary contingency allowances.

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The University currently seeks authorization to expend up to \$150,000 on Planning and Design Phase activities.

Upon the conclusion of the Planning and Design Phase Activities, the University will return to the Board of Regents with a separate authorization request for Construction Phase activities.

***Additional Information***

Project Delivery: In parallel to the effort to raise funds to support the programmatic needs, the University submitted a request to the Permanent Building Fund to support a project effort aimed at making needed and necessary HVAC infrastructure improvements to the building. That request has resulted in a FY 2012 PBF allocation for the HVAC improvements. The State Division of Public Works is ready to initiate that project.

Given that the University funded project described in this request will require close coordination with the State funded HVAC infrastructure project, it is the intent of the university to combine the project described here with the project to be administered by the State for purposes of project delivery. The University is in contact with the State Division of Public Works and understands that DPW is agreeable to this cooperative arrangement. In this way, both projects may be delivered more efficiently with greater coordination and collaboration.

Coordination with the University's Strategic Plan: This project directly supports the University's strategic plan and its education and outreach goals. The project is in alignment with the strategic goals and objectives of the College of Agricultural and Life Sciences. Further, it is fully consistent with the stated goals and intents of the Technical Assessment & Feasibility Study for the Nicolls Building, the University's Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan.

**IMPACT**

The immediate fiscal impact of this effort is \$150,000.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 150,000
Other (UI/Bond)	\$ 0	Contingency	\$ 0
Private	\$ 150,000		
Total	\$ 150,000	Total	\$ 150,000

The overall, projected eventual impact assuming that the desired Construction Phase is eventually authorized upon successful completion of this Planning and Design Phase is \$1,300,000.

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**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

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**STAFF COMMENTS AND RECOMMENDATIONS**

The UI is seeking to leverage donor funds with state Permanent Building Fund alteration and repair moneys to perform needed renovations and improvements to the Niccolls building. If additional eligible space is created as a result of this project, it would be eligible for occupancy costs.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to implement the Planning and Design Phase of the Niccolls Family and Consumer Sciences Building Renovations in the amount of \$150,000. Authorization includes the authority to execute all requisite consulting, design, and vendor contracts necessary to fully implement the Planning and Design Phases of the project. Construction Authorization will require a separate Authorization action at a later date to be determined.

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

**Office of the Idaho State Board of Education  
Capital Project Tracking Sheet  
As of October, 2011**

**History Narrative**

- 1 Institution/Agency:** University of Idaho      **Project:** Niccolls Family and Consumer Sciences Building Renovations and Improvements, University of Idaho, Moscow, Idaho
- 2 Project Description:** Design phase work towards an eventual series of renovations and improvements to the Niccolls Family and Consumer Sciences Building located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 Project Use:** Project will renovate and improve spaces within the Niccolls Family and Consumer Sciences Building, University of Idaho, Moscow, Idaho. In the main, the spaces to be improved are the Foods Lab and Child Development Lab. This initial project authorization request is for planning and design phase. Total Project Cost to include the future construction phase is eventually estimated to be \$1,300,000
- 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	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 135,000	\$ -	\$ 15,000	\$ 150,000
History of Revisions:								
<b>Total Project Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 135,000</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 150,000</b>

History of Funding:	PBF	ISBA	* Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
Initial Authorization Request, Planning and Design Phase Only, Oct 11			\$ 150,000				\$ 150,000	\$ 150,000
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>

27 \* Privately developed gift revenue raised specifically 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

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