

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

TAB	DESCRIPTION	ACTION
1	FUNDING EQUITY	Motion to approve
2	PERFORMANCE BASED FUNDING INITIATIVE	Motion to approve
3	FY 2014 LINE ITEMS	Motion to approve
4	FY 2014 CAPITAL BUDGET REQUESTS	Motion to approve
5	INTERCOLLEGIATE ATHLETIC REPORTS NCAA Academic Progress Rate (APR) Scores	Information item
6	AMENDMENT TO BOARD POLICY Section V.B. Occupancy Costs – First Reading	Motion to approve
7	AMENDMENT TO BOARD POLICY Section V.X. Intercollegiate Athletics – Second Reading	Motion to approve
8	BOISE STATE UNIVERSITY Clearwire Lease	Motion to approve
9	BOISE STATE UNIVERSITY Math/Geoscience Remodel Project	Motion to approve
10	BOISE STATE UNIVERSITY Lincoln Recreation Field Project	Motion to approve
11	BOISE STATE UNIVERSITY Dona Larsen Park Project	Motion to approve

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TAB	DESCRIPTION	ACTION
12	BOISE STATE UNIVERSITY Yanke Family Research Park Purchase	Motion to approve
13	UNIVERSITY of IDAHO Kibbie Dome Enhancement Project Loan Modification	Information item
14	UNIVERSITY of IDAHO Hatley Way Sidewalk Dedication to City of Moscow	Motion to approve
15	UNIVERSITY of IDAHO Niccols Building Renovation - Plan/Design Phase	Motion to approve
16	UNIVERSITY of IDAHO Student Union Building Floor Renovation – Plan/Design Phase	Motion to approve

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SUBJECT

FY 2014 Line Item: Funding Equity

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.S.
Office of Performance Evaluations Report: *Equity in Higher Education Funding*

BACKGROUND/DISCUSSION

The Office of Performance Evaluations (OPE) submitted a report in November 2011 which reviewed funding equity in higher education. The two recommendations from the study follow:

- 1) The State Board of Education, in conjunction with the institutions, should develop a Board policy that sets an explicit standard of equitable funding levels. The Board should develop the standard by determining how it will measure whether funding is equitable and what factors explain why differences in funding levels are warranted. In setting a standard, the Board should consider the institution's missions, the historical rationale for each institution's base, the goals of policymakers, and the implications of continuing to use the current funding process.
- 2) The Board should develop a plan to bring funding levels into alignment with a formally established standard for equity. The Board should design this plan to pursue equity while considering the statewide priorities of the Legislature and the potential for economic conditions that limit the amount of new funds available to higher education. By considering the often competing priorities that the Legislature must balance, the Board will better position itself to develop a plan that can make progress toward achieving equity even in years when there is no additional funding from the Legislature.

The Board tasked the BAHHR Committee to work with the institutions to address the OPE report recommendations. Staff has met several times with the BAHHR Committee and the institutions to develop a definition for funding equity and alternatives to maintain equity among the 4-year institutions.

IMPACT

A proposed funding equity model and underlying methodology will be presented to the Board. In short, the methodology attempts to isolate Instruction from the appropriation and ultimately quantifies what it would take to reach funding equity for instructional costs among the institutions. All other costs are generically designated as General Operations costs. The underlying premise is that the only component of the college and universities' budget which is funded based on weighted student credit hours is Instruction by way of the Enrollment Workload Adjustment (EWA) formula, whereas Maintenance of Current Operations (MCO) and/or line items are funded (if at all) as a percent of base or base-plus. Therefore, there is a recognition in this approach that there are variances embedded in the institutions' General Operations base funding due to historical

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appropriations (line items funded, etc.) reflective of the differences in the institutions' role and missions.

STAFF COMMENTS AND RECOMMENDATIONS

The BAHR Committee has met with Board staff, Financial Vice Presidents and Budget Directors to review, discuss and refine the methodology. The specific proposal and supporting documentation will be provided to the Board in advance of the August Board meeting.

The proposed methodology addresses OPE's recommendation to develop an explicit standard of equitable funding levels while considering factors explaining differences in those funding levels. This is accomplished by separating the general fund appropriation between instruction costs, as measured by weighted credit hours and EWA funding, from all other General Operations, which reflect differences in role and mission, historical base adjustments, and goals of policymakers reflected in historical budget enhancements (line items).

The second recommendation in the OPE report is the need to develop a plan to bring the institutions into alignment with the new funding equity standard. The report emphasizes the need to do this in an economic environment that limits the amount of new funds available to higher education, and asks the Board to consider a funding plan that can make progress toward achieving equity even in years when there is no additional funding from the Legislature. The Board should consider how to be responsive to this recommendation.

Staff recommends including a line item in the FY 2014 budget request for each institution requesting new General Funds in order to achieve funding equity.

BOARD ACTION

I move to adopt the methodology presented to be used for measuring funding equity and to approve the addition of a line item in the FY 2014 College and Universities budget request to achieve funding equity for Boise State University, Idaho State University, and Lewis-Clark State College.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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SUBJECT

Performance-based Funding Initiative (PBFi)

REFERENCE

December 2010

PBFi Board work session

BACKGROUND / DISCUSSION

“Resource allocation models are the means to an end, not ends unto themselves. If there is not a clear statement of goals that has broad bipartisan acceptance, then there is almost no chance of creating a performance funding model that can last. ... The public agenda should state a limited set of goals that:

- Are tailored to the needs of the state, not borrowed from elsewhere
- Focus on the needs of the state and its citizens, not the institutions of higher education...

... Goals need to be the driving force for performance funding, not a rhetorical afterthought.”¹

The Complete College Idaho (CCI) Plan proposes focus on improving educational attainment in a way that is responsive to the needs of business and those who will hire the workforce of the future. It further addresses the need for a well-educated citizenry. From this plan, Idaho can build a system in which students graduate with the knowledge and skills that maximize their potential for success in the workforce and society while providing business with the necessary talent needed to thrive. The proposed strategies in this plan will aid in meeting the goal that 60% of Idahoans 25 to 34 have a postsecondary degree or certificate by 2020.

CCI Plan: KEY STRATEGY #4

**REWARD PROGRESS
& COMPLETION**

- Establish Metrics and Accountability Tied to Institutional Mission
- Recognize and Reward Performance
- Redesign the State’s Current Offerings of Financial Support for Postsecondary Students

The 60% goal related postsecondary degree and certificate projections and the CCI Plan provide the necessary analysis and framework for the Board to guide and direct the institutions regarding where to invest scarce resources.

The Board had a performance-based funding work session at its December 7, 2011 meeting. This provided the Board and institutions an opportunity to discuss and review the current funding methodology, guiding principles for PBFi, common metrics, and possible funding scenarios.

¹ Jones, Dennis. 2012. “Performance Funding: From Idea to Action.” Washington, DC: Complete College America (February).

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On January 13, 2012 a meeting of the provosts, vice presidents for finance, budget directors, and directors of institutional research was convened to discuss the technical aspects of a PBF. Outcomes from the meeting included: identification of core goals of performance-based funding and consensus on performance-based funding guiding principles. Specific metrics were discussed (primarily drawn from Complete College America (CCA) Common College Metrics), but the group decided it was too difficult to discuss metrics in the abstract without actual data behind them. This data was transmitted to Board staff in late spring, at which point staff worked with CCA and the institutions to identify and correct any reporting errors.

On July 13, 2012 a second meeting was convened with Board members Don Soltman and Richard Westerberg and representatives from each of the college and universities including provosts, vice presidents for finance, budget directors, and directors of institutional research. The group reviewed and discussed the merits of the individual CCA outcome and progress metrics. The group reached agreement on two outcome metrics to be brought to the Board for approval at its August 2012 Board meeting.

The group also agreed that each institution will provide up to four institution-specific and institution-defined metrics. Institution-specific metrics will be brought forward at the August Board meeting as an information item for Board review and comment. Each institution will propose their baseline or benchmark for all six metrics (i.e. two outcome metrics and up to four institution-specific metrics) at the October Board meeting for approval. Baselines are preferred to measure improvement over time, continuous improvement is not infinite. Benchmarks for some metrics may be used to establish goals.

IMPACT

The workgroup recommends the following two Outcome metrics to the Board for approval:

1. Graduate (i.e. total student) Production
 - a. Measured in absolute numbers, not rates
 - b. Graduate data must be unduplicated
 - c. Use baseline to measure performance
2. Cost per successfully completed weighted student credit hour (WSCH)
 - a. No Incompletes, Withdrawals or grade "F" counted
 - b. Includes remedial courses
 - c. Board finance staff will work with institution financial vice presidents to identify National Association of College & University Business Officers (NACUBO) functional categories to include in calculating the "cost" (i.e. expenditure) per WSCH.

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ATTACHMENTS

Attachment 1 – Minutes from July 13, 2012 PBFI Meeting	Page 5
Attachment 2 – BSU Institution-Specific Metrics	Page 9
Attachment 3 – ISU Institution-Specific Metrics	Page 13
Attachment 4 – UI Institution-Specific Metrics	Page 15
Attachment 5 – LCSC Institution-Specific Metrics	Page 17

STAFF COMMENTS AND RECOMMENDATIONS

The institution-specific metrics as presented in Attachments 2 – 5 are provided in order to give the Board an opportunity to offer comments and feedback so the institutions can refine their metrics for final Board approval in October.

The PBFI workgroup also recommends the Board approve a request for a FY 2014 PBFI line item equivalent to 3% of the FY13 college and universities' general fund base budget (~\$6.8M). The other key component of the PBFI will be to determine the funding formula. The Business Affairs and Human Resources Committee will continue to work with the PBFI workgroup to develop a proposed methodology for rewarding institutions that make progress in improving educational attainment.

Staff recommends approval.

BOARD ACTION

I move to approve the following two Outcome Metrics for use as system-wide metrics as part of a Performance-based Funding Initiative:

- (1) Graduate (i.e. total student) Production
- (2) Cost per successfully completed weighted student credit hour

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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Idaho State Board of Education
Performance-based Funding Initiative Meeting
Minutes
July 13, 2012

In attendance

Don Soltman, Vice President, State Board
Richard Westerberg, Past-President, State Board
Matt Freeman, CFO, Board Staff
Selena Grace, CAO, Board Staff
Scott Christie, Financial Manager, Board Staff
Leah Schultz, Research Analyst, Board Staff

Marty Schimpf, Provost, BSU
Stacy Pearson, VP for Finance & Administration, BSU
Jim Munger, Vice Provost for Academic Planning, BSU
Chris Rosenbaum, Budget Director, BSU
Steve Schmidt, IR Director, BSU

Jim Fletcher, VP for Finance & Administration, ISU
Laura Woodworth-Ney, Associate VP for Academic Affairs, ISU
Leo Herrman, Budget Director, ISU
Vince Miller, IR Director, ISU

Keith Ickes, Executive Director Planning & Budget, UI

Carmen Simone, Provost, LCSC
Trudy Alva, Budget Director, LCSC
Howard Erdman, IR Director, LCSC

1. Overview of 60% Goal and CCI Plan
2. Overview of PBFI guiding principles. Keith Ickes added that the metrics must measure something that can actually be changed by the institution.
3. Discussion of CCA Outcome Metrics
 - a. Richard Westerberg expressed a desire to see metrics fall within the following three categories:
 - i. Output (quantity)
 - ii. Quality
 - iii. Cost (efficiency)
 - b. Graduate (i.e. total student) Production -- **Recommended**
 - i. Better to use absolute numbers in lieu of rates
 - ii. Graduate data must be unduplicated
 - iii. Measures undergraduate (certificate, AA, BA) only? TBD
 - iv. Use baseline to measure performance
 - c. Graduation Rate (time to degree) -- **Not recommended**
 - i. Determined this metric was not appropriate due to unintended consequences surrounding non-traditional students and stop-outs
 - d. Cost per Credit Hour -- **Recommended**
 - i. Cost per successfully completed weighted student credit hour (WSCH)
 - ii. No Incompletes, Withdrawals or grade "F" counted
 - iii. Includes remedial courses
 - iv. OSBE staff to determine if data can be pulled from SLDS
 - v. OSBE finance staff will work with FVPs to identify NACUBO functional categories to include in calculating the "cost" (i.e. expenditure) per WSCH. The IPEDS finance report is another possible source for cost data.
 - e. Recommended Outcome metrics will be brought forward at August Board meeting for approval.
4. Discussion of CCA Progress Metrics
 - a. Remediation -- OSBE Academic Affairs is currently working on remediation reform which makes this metric inappropriate at this time.
 - b. All other CCA progress metrics are implicitly subsumed in the recommended outcome metrics.
5. Discussion of Institution-specific Metrics
 - a. DFM agency profiles and performance measure reports are possible sources for metrics
 - b. General Education Reform initiative will have competencies for system-wide student learning outcomes. Possible source for "quality" metric(s).
 - c. Each institution will provide up to four institution-specific measures -- **Recommended**

- i. Quality metric (mandatory)
 - ii. Progress metric (mandatory)
 - iii. Institution selected/defined metric (discretionary)
 - iv. Institution selected/defined metric (discretionary)
 - d. Institutions will submit their institution-specific measures (and any supporting narrative/ definition) to Matt Freeman by no later than close of business Wednesday, July 25, 2012.
 - e. Institution-specific measures will be brought forward at August Board meeting in an information item.
6. Each institution will propose their baseline or benchmark for all six metrics (i.e. two outcome metrics and up to four institution-specific metrics) at the October Board meeting for approval.
- a. Baselines are preferred so as to measure improvement over time.
 - b. Recognizing that continuous improvement is not infinite, benchmarks for some metrics may be used to establish goals. Goals need to be a stretch such that there is an element of risk as well as reward.
7. The Board will request a FY2014 PBFi line item equal to 3% of the FY13 General Fund base.

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Boise State University
Proposed Metrics for Performance Based Funding

Outcome Measures from All Institutions:

➔ **Graduate Production (Count of Distinct Students Receiving Awards)**

Notes:

- A. Defined as the count of distinct students receiving awards during the academic year (Summer-Fall-Spring) as opposed to the count of degrees awarded. The latter measure would be inflated by students who receive multiple awards.
- B. We will disaggregate along four dimensions:
 - Resident vs. Non-resident. Reasoning: It is only if a graduate remains in Idaho after graduation that the graduation of a student helps to attain the 60% goal and helps build our workforce. We have found that although a substantial number of our non-resident graduates remain in Idaho, the proportion is higher for resident graduates.
 - Degree level (Associate's, Bachelor's, Graduate Certificate, Master's, Doctorate). Reasoning: Identifying degree level helps to identify the level of contribution to the workforce. Higher level degrees are generally associated with careers of higher skill level.
 - Underrepresented group membership (First generation, rural, low socioeconomic status, Hispanic or Native American ethnicity). Reasoning: The greatest impact on the college completion rate in the state will result from facilitating the graduation from college of individuals from groups that are historically underrepresented as college graduates.
 - Discipline of major (Graduates from high demand disciplines, including STEM). Reasoning: Graduates from majors such as those in the STEM disciplines are in greater demand than others, and are likely to have a greater impact on workforce status.

➔ **Cost Per Weighted Credit Hour Successfully Completed.**

Notes:

- A. We will express this measure in two ways: (i) with cost adjusted using the Consumer Price Index, thereby providing cost in constant dollars, and (ii) with cost unadjusted.
- B. Credit hours will be weighted according disciplinary and degree-level weightings in EWA policy.
- C. "Cost" will need to be carefully and explicitly defined by the Board staff. At present it is unclear whether it will be total state appropriation, will be

limited to costs for instruction, instructional support, and student support, or will be some other definition of cost.

- D. “Successfully completed” refers to credit hours for classes for which grades of A, B, C, D, or Pass were received, excludes credit hours for which grades of I, F, NP, includes successfully complete credits for load for remedial coursework, and excludes courses that were audited.

Boise State University Proposed Institution-Specific Measures

Measure of Quality

→ Percent of students achieving competency University Learning Outcomes (ULOs).

Notes:

- A. Our ULOs are organized into the following four groups:
 - Written & oral communication (ULOs 1-2)
 - Critical inquiry, innovation, teamwork (ULOs 3-4)
 - Civic & Ethical foundations (ULOs 5-6)
 - Disciplinary Lens (ULO's 7-11)
- B. The specific measure we will use is the % of baccalaureate graduates who achieve a competency of “exemplary” or “good” for each of ULOs 1-6 (Intellectual foundations and Civic & ethical foundations) and for ULOs 7-11 (Disciplinary areas).
- C. Tentatively, our goal for this measure is that for each ULO, 90% of graduates will be rated as “good” or “exemplary”.

Measure of Progress

→ Graduates per 100 student FTE enrolled

Notes:

- A. Defined as distinct count of graduates per 100 FTE enrolled. One FTE is defined as being enrolled for 30 credit hours per academic year (undergraduate) or 24 credit hours per year (graduate).
- B. We will report baccalaureate and master's/doctorate numbers separately.

Measures of Productivity

→ Externally Funded Research Expenditures

Notes:

- A. Defined as the Total R&D Expenditures as reported to the National Science Foundation.
- B. This measure is regarded as the gold standard of measurement of research activity of a university.

→ Number of Graduates from Doctoral and Master's Programs

Notes:

- A. Defined as the number of distinct graduates in an academic year.
- B. We will report the following separately:
 - Professional degrees (e.g., EdD, MPA, MBA), which contribute substantially to the professional expertise in the state.
 - Academic Degrees (e.g., PhD and MS), which are key contributors to our research and creative activity.

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Idaho State University

Proposed Institution-Specific Metrics for Performance-based Funding

1. Quality: Number of current programs reviewed and revised as needed at least once every five years; programs being added or deleted are strategic decisions and tied to student demand and the workforce needs of the state. This metric ties to the ISU Strategic Plan Objective 1.2 - ISU provides a dynamic curriculum to ensure programs are current, relevant, and meet student and workforce needs.
2. Progress: Retention rates from freshmen to sophomore and sophomore to junior years, for full-time and part-time degree-seeking students. This metric ties to the ISU Strategic Plan Objective 2.2 - Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment and retention are in place (e.g., targeted recruitment, optimal scheduling of courses, early warning system to help students in need, etc.).

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University of Idaho*Proposed Institution-Specific Metrics for Performance-based Funding*

Measure of Quality: Use the National Survey of Student Engagement (NSSE) measure of “Level of Academic Challenge.” This is a composite measure that sums the results of nine (9) individual questions on the NSSE survey. These questions address such topics as: hours spent preparing for class; number of books assigned; number of written papers of various lengths; class emphasis on analysis, synthesis, judgment and application of theories and concepts; and a campus environment that emphasizes spending time on study and academic work. With the continued emphasis on efficiency in the Performance Funding plan, we believe an appropriate goal for this measure is to be able to sustain our level of academic challenge at current levels.

Measure of Progress: Use our six (6) year graduation rate as a “summative” measure of progress. For a land grant institution with a significant residential program, the traditional graduation rate is an appropriate and useful measure of our ability to attract, retain, counsel and move our students through our academic programs.

Institution Measure 1: Use the number of science, technology, engineering and mathematics (STEM) degrees awarded at all levels – bachelors, masters and doctorate - as a measure of performance in the critical STEM areas. This would be similar to overall Performance Measure One, but would include graduate degrees and focus on the University’s strength in the STEM disciplines.

Institution Measure 2: Use Research Expenditures per Faculty Member as a measure of research performance. With discussions underway in Washington, D.C. that appear headed for significant budget cuts in federal research programs, we believe an appropriate (near term) goal for this measure would be to sustain our current level of funding per faculty member.

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Lewis-Clark State College

Proposed Institution-Specific Metrics for Performance-based Funding

1. Successful placement rates of academic graduates (Quality);
2. Performance on nationally-normed exams (Quality);
3. Course completion rates on college-level academic courses (Progress).
4. Fall term to fall term retention rate of all academic degree-seeking students who do not graduate (Progress)

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2014 Line Item Budget Requests

REFERENCE

April 2012	Board approved guidance to the college and universities regarding submission of line item budget requests
June 2012	Board approved Occupancy Costs and directed the college and universities to identify specific line item expenditures related to EWA funding levels along with one other top priority line item for Board consideration at the August meeting

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Title 67, Chapter 35, Idaho Code

BACKGROUND/ DISCUSSION

The Board established the guidelines, timetable, and priority categories for reviewing and approving the FY 2014 budget requests at the April and June 2012 Board meetings. At the June 2012 Board meeting, the institutions and agencies presented their Line Item requests. The Board approved Occupancy Costs and the funding associated with Unfunded EWA as FY 2014 line items for the college and universities, and directed the college and universities to identify specific line item expenditures related to EWA funding levels along with one other top priority line item for Board consideration at the August meeting. The list of Line Items summarized on page 5 are listed in priority order and upon final approval will be included in the institution and agency budget submissions to the Legislative Services Office (LSO) and the Division of Financial Management (DFM).

The BAHHR Committee and the institutions have also been working on three initiatives that impact line items: Performance Based Funding, Funding Equity, and Zero-base Budgeting. Performance Based Funding and Funding Equity are currently included in the FY 2014 line items as placeholders.

IMPACT

Funding Equity is addressed in agenda item #1, and the funding for that initiative is included in the Line Items Summary for the College and Universities. Performance Based Funding is addressed in agenda item #2, and the funding for that initiative is included in the Line Items Summary for the College and Universities.

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The approved Line Items will be included with the FY 2014 budget requests and submitted to DFM and LSO for consideration by the Governor for his FY 2014 Budget recommendations and by the Joint-Finance Appropriations Committee for funding.

ATTACHMENTS

Line Items Summary: College & Universities.....	Page 5
Line Items Summary: Community Colleges and Agencies	Page 6-7
Occupancy Costs	Page 8
Individual Line Items.....	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

For many years, the Board has been informed that the Idaho state budget request process is based on Base-plus budgeting for anticipated uncontrollable and discretionary changes which are comprised of the following:

Base Budget:	Historical budget based on years of appropriations
MCO:	Maintenance of current operations; formula driven for uncontrollable factors such as general salary increases and cost inflation.
Line Items:	Enhancements for new programs and initiatives

Base budgeting allows the agencies and institutions to derive a reasonable dollar estimate in order to manage their programs and staffing levels from one year to the next. This is also true for the higher education institutions whose budgets are consolidated for four year institutions and for two year community colleges.

In the near future, the agencies and institutions are scheduled to undergo zero-base budgeting as required by DFM. The scheduled years are as follows:

2015

College and Universities
Community Colleges
Idaho Division of Professional-Technical Education
Agricultural Research and Extension
Idaho Division of Vocational Rehabilitation

Zero-base budgeting will focus each agency and institution on its core legal requirements, mission, strategic plan, and performance measures. Any resulting budget adjustments will be processed through the normal Idaho budget development process (i.e. Base adjustments, MCO and Line Items).

Staff recommends approval.

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BOARD ACTION

I move to approve the Line Items for the agencies and institutions as listed on Tab 3 pages 5-7, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to DFM and LSO on September 4, 2012.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE BOARD OF EDUCATION
FY 2014 Line Items - College and Universities

By Institution/Agency		FY 2013 Appropriation	Page	Priority	Occupancy Costs	Complete College Idaho	Other Initiatives	Total	vs. 2013 Approp	One-Time	Ongoing vs. 2013 Approp
1	System-wide Needs	4,518,100				2,000,000	7,200,000	9,200,000	203.6%		203.6%
	Performance Based Funding						6,800,000	6,800,000			
	Complete College Idaho - placeholder					2,000,000		2,000,000			
	Funding Equity - placeholder							0			
	HERC		9				400,000	400,000			
2	Boise State University	74,104,600			1,163,800	0	1,197,200	2,361,000	3.2%	0	3.2%
	VA Biomed Collaboration		13	1			1,197,200	1,197,200			
	Occupancy Costs		8	2	1,163,800			1,163,800			
3	Idaho State University	61,799,700			562,000	0	1,957,300	2,519,300	4.1%	1,957,300	0.9%
	Gross Anatomy Lab		17	1			1,957,300	1,957,300		1,957,300	
	Occupancy Costs		8	2	562,000			562,000			
4	University of Idaho	74,736,200			735,300	0	400,000	1,135,300	1.5%	0	1.5%
	Occupancy Costs		8	1	735,300			735,300			
	College of Law, Boise 2nd yr		21	2			400,000	400,000			
5	Lewis-Clark State College	12,791,900			0	1,086,000	0	1,086,000	8.5%	48,000	8.1%
	Complete College Idaho		25	1		1,086,000		1,086,000		48,000	
6	Total College and Universities	\$ 227,950,500			\$ 2,461,100	\$ 3,086,000	\$ 10,754,500	\$ 16,301,600	7.2%	\$ 2,005,300	6.3%
7	Percentage of FY 2013 Appropriation				1.1%	1.4%	4.7%	7.2%			

STATE BOARD OF EDUCATION
FY 2014 Line Items - Community Colleges and Agencies

Prio	By Institution/Agency	FY 2013 Appropriation	Page	Priority	FY 2014 Request	vs. 2013 Approp	One-Time	Ongoing vs. 2013 Approp	Comments
1	Professional-Technical Education	48,259,600			1,423,000	0.0%	0.0%	0.0%	
	State Leadership & Technical Asst.	1,892,000				0.0%		0.0%	
	General Programs	10,490,200				0.0%		0.0%	
	Complete College Idaho	34,906,800	29	1	1,423,000	4.1%		45.6%	Initiatives to Support CCI/60% Goal
	Related Services	970,600				0.0%		0.0%	
2	Community Colleges	27,749,900			10,128,300	36.5%	19,900	36.4%	
	College of Southern Idaho	11,544,300			923,400	8.0%	0	8.0%	
	Occupancy Costs		8	1	140,100	1.2%		1.2%	
	Nursing Positions		33	2	191,100	1.7%		1.7%	
	Voluntary Framework for Accountability		37	3	115,400	1.0%		1.0%	
	STEM Initiative		41	4	178,100	1.5%		1.5%	
	Idaho Falls Outreach Center		47	5	191,500	1.7%		1.7%	
	Graduation Rate Improvement		51	6	107,200	0.9%		0.9%	
	North Idaho College	9,677,200			789,300	8.2%	19,900	8.0%	
	Dual Credit Partnerships		57	1	352,200	3.6%		3.6%	
	Occupancy Costs		8	2	38,000	0.4%		0.4%	
	Veterans Center		63	3	96,800	1.0%	19,900	0.8%	
	Complete College Idaho		67	4	302,300	3.1%		3.1%	
	College of Western Idaho	6,528,400			8,415,600	128.9%	0	128.9%	
	Ensuring Student Success		71	1	6,961,100	106.6%		106.6%	
	Occupancy Costs		8	2	874,000	13.4%		13.4%	
	Nursing Program		75	3	580,500	8.9%		8.9%	
3	Agricultural Research/Extension	23,604,100			1,625,800	6.9%		6.9%	
	Operating Expenses		79	1	1,000,000	4.2%		4.2%	
	CEC increase for faculty & staff		81	2	572,300	2.4%		2.4%	
	Occupancy Costs		8	3	53,500	22.8%	0	64.3%	
4	Health Education Programs	10,119,300			535,500	5.3%	0	5.3%	
	WI Veterinary Education	1,782,300	85	1	14,000	0.8%		0.8%	CEC Increase for Faculty and Staff
	WWAMI Medical Education	3,465,200			134,700	3.9%	0	3.9%	
	Trust Program		89	1	112,600	3.2%		3.2%	
	CEC increase for faculty & staff		93	2	22,100	0.6%		0.6%	
	IDEP Dental Education	1,407,600				0.0%		0.0%	
	Univ. of Utah Med. Ed.	1,257,200				0.0%		0.0%	
	Family Medicine Residencies	1,953,900	97/101	1 & 2	136,800	7.0%		7.0%	
	WICHE	141,700				0.0%		0.0%	
	Psychiatry Residency	111,400	105	1	10,000	9.0%		9.0%	
	Internal Medicine Residency		0	109	240,000	0.0%		0.0%	

STATE BOARD OF EDUCATION
FY 2014 Line Items - Community Colleges and Agencies

Prio	By Institution/Agency	FY 2013 Appropriation	Page	Priority	FY 2014 Request	vs. 2013 Approp	One-Time	Ongoing vs. 2013 Approp	Comments
5	Special Programs	8,712,500			731,500	8.4%	6,000	8.3%	
	Forest Utilization Research	504,100			208,600	41.4%	3,000	40.8%	
	Rangeland Center		113	1	196,000	38.9%	3,000	38.3%	
	CEC increase for faculty & staff		117	2	12,600	2.5%		2.5%	
	Geological Survey	701,200	119	1	18,600	2.7%		2.7%	CEC Increase for Faculty and Staff
	Scholarships and Grants	6,663,300			504,300	7.6%	0	7.6%	
	Opportunity Scholarships		121	1	449,300	6.7%		6.7%	
	Scholarships Program Manager		123	2	55,000	0.8%		0.8%	
	Museum of Natural History	452,500				0.0%		0.0%	
	Small Bus. Development Centers	247,500				0.0%		0.0%	
	TechHelp	143,900				0.0%		0.0%	
6	State Board of Education	2,160,500	127	1	107,000	5.0%		5.0%	Director of Institutional Research
7	Idaho Public Television	1,587,000	131	1	116,500	7.3%	5,700	7.0%	Idaho Legislature Live/Multimedia Personnel
8	Vocational Rehabilitation	7,503,000			0	0.0%		0.0%	
	Renal Disease	422,700				0.0%		0.0%	
	Vocational Rehabilitation	3,200,000				0.0%		0.0%	
	Community Supported Employment	3,705,600				0.0%		0.0%	
	Council for the Deaf/Hard of Hearing	174,700				0.0%		0.0%	
9	Total	\$ 129,695,900			\$ 14,667,600	11.3%	\$ 31,600	11.3%	

STATE BOARD OF EDUCATION

FY 2014 Budget Request

Colleges & Universities

Calculation of Occupancy Costs

			% of Use for		(1)				(2)		(3)	(4)		(5)	Total	% qtrs	Revised
			Projected Date	Non-Aux.	Gross	Non-Aux.	Custodial Costs			Utility	Maintenance Costs						
			of Occupancy	Education	Sq Footage	Sq Footage	FTE	Sal & Ben	Supplies	Total	Estimate	Repl Value	Cost@1.5%	Other	Occ Cost	used in FY14	FY14
1	Institution/Project																
2																	
3	BOISE STATE UNIVERSITY																
4	Environmental Research Bldg. (PY unfunde	April-11	100%	89,000	89,000	0.00	0	0	0	0	22,500,000	300,000	0	300,000	100%	300,000	
5	Micron Business and Economics Bldg.	July-12	100%	71,324	71,324	2.74	92,400	7,100	99,500	124,800	37,000,000	555,000	84,500	863,800	100%	863,800	
6	* Yanke Center Space utilization is pending.					2.74	92,400	7,100	99,500	124,800		855,000	84,500	1,163,800		1,163,800	
7																	
8	IDAHO STATE UNIVERSITY																
9	Meridian Building	July-09	100%	107,378	107,378	4.13	138,600	10,700	149,300	187,200	16,000,000	240,000	95,500	672,000	100%	672,000	
10	Meridian Building - FY 2013 funding						-63,100	-10,700	-73,800	-36,200						(110,000)	
11						4.13	75,500	0	75,500	151,000		240,000	95,500	672,000		562,000	
12	UNIVERSITY OF IDAHO																
13	Idaho Water Center	Phased Aug 04 to Aug 10	32%	225,227	72,500	2.79	94,100	7,300	101,400	126,900	61,333,093	296,100	71,600	596,000	100%	596,000	
14	Idaho Water Center* (PYs Appr.)					-1.76	-58,600	-4,600	-63,200	-80,000		-166,900	(64,900)	-375,000	100%	(375,000)	
15	Collaborative Center for Applied Fish Studie	September-06	50%	13,493	6,762	0.26	8,800	700	9,500	11,800	3,650,021	27,400	6,700	55,400	100%	55,400	
16	Combustion Research Lab	October-12	100%	864	864	0.03	1,000	100	1,100	1,500	227,000	3,400	800	6,800	100%	6,800	
17	Pitkin Office & Classroom Bldg	October-13	100%	2,150	2,150	0.08	2,700	200	2,900	3,800	548,000	8,200	2,100	17,000	75%	12,800	
18						1.40	48,000	3,700	51,700	64,000		168,200	16,300	300,200		296,000	
19	UNIVERSITY OF IDAHO																
20	Agricultural Research & Extension Service																
21	Kimberly Lab/Storage Building	March-13	100%	2,880	2,880	0.11	3,700	300	4,000	5,000	150,000	2,300	2,300	13,600	100%	13,600	
22																	
23	College of Southern Idaho																
24	Advanced Technology and Innovation	September-13	100%	41,630	41,630	1.60	52,000	4,200	56,200	72,900	7,524,800	112,900	38,100	280,100	50%	140,100	
25																	
26	College of Western Idaho																
27	Micron Center for Prof-Tech Ed.	** August-12	98%	175,000	170,750	6.57	213,700	17,100	230,800	298,800	14,000,000	204,900	142,400	876,900	100%	876,900	
28						6.57	213,700	17,100	230,800	298,800		204,900	142,400	876,900		876,900	
29																	

35 (1)	FTE for the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.							(3)	Annual utility costs will be projected at \$1.75 per sq ft	1.75	
36 (2)	Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.							(4)	Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.		
37	Benefit rates as stated in the annual Budget Development Manual; workers comp rates reflect institution's rate for custodial category										
38	Salary	CU: \$19,635.00	CC: \$18,700.00								
39	Benefits						(5)	Other:			
40	FICA							IT Maintenance	1.5000 GSF		
41	SSDI salary to \$92,150	6.2000% x salary						Security	0.2200 GSF		
42	SSHI	1.4500% x salary						General Safety	0.0900 GSF		
43	Unemployment Insurance	0.3000% x salary						Research & Scientific Safety Costs	0.5000 GSF		
44	Life Insurance	0.6750% x salary						Total	2.3100		
45	Retirement: PERSI	11.3200% x salary	BSU	ISU	UI	LCSC	CSI	NIC	CWI	Too High - Used 1/3	0.7700 GSF
46	Workmans Comp	x salary	4.50%	3.71%	4.81%	4.51%	4.35%	4.35%	4.35%	Landscape Greenscape	0.0003 CRV
47	Sick Leave	0.6500% x salary								Insurance Costs	0.0005 CRV
48	Human Resources		0.306%	0.306%		0.554%	0.306%	0.306%	0.306%	Total	0.00080 CRV
49		20.5950% per position	25.4010%	24.6110%	25.4050%	25.6585%	25.2510%	25.2510%	25.2510%		
50	Health Insurance	\$9,100.00									
51	Supplies	0.10									

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: System-wide Needs

Agency No.: 501

FY 2014 Request

FUNCTION:

Function No.: 02

Page ____ of ____ Pages

ACTIVITY: Board approved category

Activity No.:

Original Submission X or
Revision No. ____

Higher Education Research Council					
A: Decision Unit No: 12.0x	Title: Council			Priority Ranking of	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Mission and Goals of HERC	400,000				400,000
TOTAL OPERATING EXPENDITURES:	400,000				400,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	400,000				400,000

Supports institution/agency and Board strategic plans:

This request supports the following areas in the State Board of Education's Strategic Plan:

GOAL 2: CRITICAL THINKING AND INNOVATION

The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.

Objective B: Innovation and Creativity – Educate students who will contribute creative and innovative ideas to enhance society.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Performance Measures:

- Percentage of students participating in internships or undergraduate research

In addition to the Board's strategic plan this request also supports the Boards Higher Education Research Strategic Plan.

Goal 1 - Increase research collaboration among Idaho universities and colleges to advance the areas of research strengths and opportunities.

Objective b – Expand joint research ventures among the state universities, including EPSCoR and Institutional Development Award (IDeA) related programs.

PM – Number of collaborative, sponsored proposals submitted.

PM – Number of collaborative, sponsored projects awarded.

Goal 2 – Create research and development opportunities that strengthen the relationship between the state universities and the private sector.

Objective a – Leverage facility use between the state universities and private sector.

PM – Number of university/private sector facility use agreements (in both directions).

Objective b – Increase the number of sponsored research projects involving the private sector.

PM – Number of awarded sponsored projects with private sector.

Objective c – Encourage the exchange of ideas between the universities and the private sector.

Goal 3 – Contribute to the economic development of the State of Idaho.

Objective a – Increase the amount of university-generated intellectual property introduced into the marketplace.

PM – Number of technology transfer agreements.

PM – Number of invention disclosures.

PM – Number of non-disclosure agreements.

PM – Number of patent filings.

PM – Number of issued patents.

PM – Amount of licensing revenues

Objective b – Increase the number of university start-up companies.

PM – Number of start-up companies

PM – Number of jobs created by startup companies

Goal 4 – Enhance learning and professional development through research and scholarly activity.

Objective a – Increase the number of university and college students and staff involved in sponsored project activities.

PM – Number of undergraduate students supported by sponsored projects

PM – Number of graduate students supported by sponsored projects

PM – Number of faculty and staff involved in sponsored projects

Objective b – Increase the dissemination of research findings.

PM – Number of peer-reviewed publications (students and faculty).

BUSINESS AFFAIRS AND HUMAN RESOURCES
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PM – Number of theses and dissertations.

Description:

Idaho's universities seek to be a driving force in innovation, economic development and enhanced quality of life in the State of Idaho through nationally and internationally lauded research programs in strategic areas. By developing and leveraging the State's unique research expertise and strengths, Idaho's universities will serve as catalyst and engine to spur the creation of new knowledge, technologies, products and industries. This in turn will lead to new advances and opportunities for economic growth and enhance the State's reputation as a national and international leader in excellence and innovation. The Higher Education Research Council of the Idaho State Board of Education (HERC) provides guidance to Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho for a statewide collaborative effort to accomplish these goals and objectives. In addition, HERC provides direction for and oversees the use of the limited resources of the State of Idaho provided by the Legislature for research by promoting research activities that will have the greatest beneficial effect on the quality of education and the economy of the State. HERC is made up of eight members, four private sector partners and one representative from each of the institutions mentioned above.

Funds currently allocated to HERC are used to support:

- (1) individual and multi-disciplinary research projects;
- (2) extensive and rapid dissemination of the new knowledge and establishment of knowledge networks which would facilitate public, private, and academic institution interaction; and
- (3) collaborative relationships between academia and varied shareholders outside the academy.

And are used:

- (1) to maximize impact on the quality of education and economic development as a consequence of Idaho's investment in quality science, engineering, and other research.
- (2) to ensure accountability for the state's investment via demonstrable results.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? The State Board of Education's Higher Education Research Council is requesting new monies to support the mission and goals of HERC. Currently HERC uses a portion of the funding allocated to it as matching funds for the Idaho NSF-EPSCoR project. The current project will finish on August 31st, 2014. Idaho EPSCoR is currently working on a new proposal for the next round of awards. The matching requirement for the new proposal will be higher than the current proposal; the new match is calculated to be \$800,000. HERC's current funding level only allows for \$600,000 in matching funds. HERC is requesting \$400,000 in new monies to be able to completely cover the matching requirement for the EPSCoR award. The requests represents 50% of the required EPSCoR match and would allow HERC to fully cover the matching requirements as well as increase funding for other successful HERC programs. The additional \$200,000 would be used to increase the number and/or amount of Incubation Fund awards. The Incubation Fund is a gap fund program, intended to be used to provide funding for institution research projects that are close to being ready for commercialization. The council receives many more high quality proposals than they currently have funds to award. In FY13 the council received 21 Incubation Fund proposals, of those proposals the

BUSINESS AFFAIRS AND HUMAN RESOURCES
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council was able to fully fund 6 and partially fund 1. The council felt there were many additional proposals of high merit that would have benefited the state had them been able to provide the gap funding for them.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. N/A
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. N/A
 - c. List any additional operating funds and capital items needed. N/A
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The state as whole receives benefits from both the Idaho EPSCoR program and the ability to provide gap funding designed to decrease the time to commercialization of university research projects. The new EPSCoR proposal is a \$15M award over five years. There is an immediate return on the investment of the matching funds through the infusion of federal funding into the state. Additionally, the EPSCoR program is a partnership between Idaho's three research institutions (University of Idaho, Boise State University and Idaho State University) that helps to build the state's academic research base that serves as a backbone of many of Idaho's scientific and technological enterprises.

Through the incubation fund HERC is able to provide gap funding for university research projects to help them take the next step from research/theory to a commercial product or service. Increased funding for this program will allow for funding of more projects. These projects may lead to not only patents, but also new start-up companies and products that through partnerships with the private sector are marketed and sold by existing companies, the majority of which are located in Idaho. This program will not only help the universities to provide quality research experiences for their students but also helps to move the outcomes of this research to the private sector, helping Idaho businesses.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Boise State University
 FUNCTION: VA Biomolecular
 Research -- Initiative with VA Medical
 Center

Agency No.: 512

FY 2014 Request

Function No.: 01

Page ____ of ____ Pages
 Original Submission X or
 Revision No. ____

ACTIVITY: Research

Activity No.:

A: Decision Unit No: 12.01		Title: Biomedical Research			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	9.0				9.0
PERSONNEL COSTS:					
Salaries and Benefits for 3 Faculty,	930,000				930,000
6 Graduate Assistants (no FTE), 3 Post	249,200				249,200
Doc Assistants and 3 Technicians					
TOTAL PERSONNEL COSTS:	1,179,200				1,179,200
OPERATING EXPENDITURES by summary object:					
1. Operating Costs/Equipment	18,000				18,000
TOTAL OPERATING EXPENDITURES:	18,000				18,000
CAPITAL OUTLAY					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,197,200				1,197,200

How connected to institution/agency and Board strategic plans:

Boise State University has been developing the biomolecular sciences as a primary research focus since 2000, with particular emphasis on protein structure and function. This highly interdisciplinary effort directly targets diverse biomedical applications, and is central to the NIH-funded Biomedical Research Infrastructure Network (BRIN) and the IDeA Network for Biomedical Research Excellence (INBRE) collaborations that involve Boise State University, Idaho State University, the University of Idaho, and the Veterans Affairs Medical Center in Boise.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

Biomolecular and biomedical research infrastructure at Boise State University is the result of numerous NSF Major Research Instrumentation grants, funding of the Institute for Musculoskeletal Research by the Idaho Higher Education Research Council in 2007, a \$4M NIH grant to construct a vivarium, and the hiring of new faculty members in key areas.

The funds requested in this line item build on these earlier successes and continue the development of a strong collaborative research presence in Boise.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding totaling \$1,197,150 is requested to work collaboratively with the Veteran's Affairs Medical Center and other stakeholders to research diverse biomedical applications.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

3 new high level research faculty, 6 Graduate Assistants, 3 Post Doctoral Assistants and 3 Support Technicians. The specific titles, pay grades etc. will be determined as soon as possible.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- c. List any additional operating funds and capital items needed.

Operating funds for expendables, staff supplies, and computers of \$18,000.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

This is a request for State general funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Research and specifically new developments in biomedical research, can benefit everyone. If the request is not funded, then this research collaboration will not go forward at this time.

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5. If this is a high priority item, list reason non-appropriated Line Items from FY 2013 budget request are not prioritized first.

This has been a line item category and prioritized by Boise State for the past several years.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Idaho State University

Agency No.: 513

FY 2014 Request

FUNCTION: General Education

Function

No.: 1000

Page 1 of 3 Pages

ACTIVITY: Strategic Initiative

Activity No.:

Original Submission X or

Revision No.

Anatomy, Physiology and Neuroanatomy Lab at ISU					
A: Decision Unit No: 12.01	Title: Meridian Requirements			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Estimated Facility Remodel Costs	\$3,914,554				\$3,914,554
2. Less: Estimated Fund Raising	(1,957,277)				(1,957,277)
TOTAL NET CAPITAL OUTLAY:	\$1,957,277				\$1,957,277
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,957,277				\$1,957,277

Supports institution/agency and Board strategic plans:

SBOE Strategic Plan Goal 1, Objectives A – Access, B – Higher Level of Educational Attainment, and D - Transition; ISU Strategic Plan Goal 3, Objective 3.1 Increase the number of students admitted to ISU's health professions programs, where capacity exists, to meet the healthcare workforce needs of Idaho.

Currently, no state-of-the-art anatomy and physiology lab exists in the Treasure Valley where cadavers and virtual applications are combined for student and community learning (most medical schools are using a combination of cadaver and computer-based technology). A technologically advanced lab facility would serve ISU students in numerous programs of study and provide opportunities for professional education for health practitioners in the area.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Together with our Human Patient Simulation Lab (HPS), the Applied Biological Sciences Learning Center (ABSLC) consisting of cadaver, anatomy, physiology, and neuroanatomy labs, along with a Bioskills Surgical Training Lab (BSTL), would serve current and prospective ISU students in a variety of programs (e.g. Physician Assistant Studies, Pharmacy, Communication Sciences and Disorders, Dentistry), and allow for collaboration with the educational and health care institutions in SW Idaho, as well as high school students. As a result, ISU will continue to strengthen its leadership role in the health sciences within the Treasure Valley by providing the health care community with a facility that has a rich array for resources with which to teach human anatomy and physiology.

We currently use only simulation technology for our programs requiring anatomy in Meridian. While such technology is adequate, it has limitations. There is no physiology lab in Meridian, and it is critical for expansion of Physical Therapy in 2015 (SBOE 5-year plan).

Upkeep of the lab can be funded through student and professional fees and continuing education fees.

Description:

Idaho State University proposes the development of a state-of-the-art anatomy, physiology and neuroanatomy lab at ISU-Meridian. Gross anatomy is a foundational science required of the majority of our health-related professional programs. A laboratory equipped with a sufficient supply of cadaver's to support graduate level instruction and research in gross anatomy for our current programs (Physician Assistant Studies) and our programs planned for the future (Physical Therapy and Dentistry). This facility is critical to maintain equity between our Pocatello and Meridian programs. Students in Pocatello have access to a cadaver facility; Meridian students do not. No other cadaver facility exists in the Treasure Valley that is adequate to meet our program needs.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for the net cost of capital improvements of our Meridian facility (remodel for a cadaver lab). We are estimating that half of the gross costs will be covered by our fund raising effort for this project. No staffing is involved.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **N.A.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **N.A.**
 - c. List any additional operating funds and capital items needed.

Space for the lab is available in our Meridian facility. What is needed are funds to construct and equip the lab. Upkeep of the lab can be funded through student and professional fees and continuing education fees.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Our Meridian-based students do not have access to the same graduate level gross anatomy instruction as our Pocatello students. Our accreditation standards require that we offer comparable instruction irrespective of the location of the students.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: University of Idaho

FUNCTION: General Education

ACTIVITY: Complete College Idaho

Agency No.: 514

Function No.: 01

Activity No.:

FY 2014 Request

Page 1 of 2 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: College of Law – Boise 2nd Year Curriculum			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.00
PERSONNEL COSTS:					
1. Salaries	257,600				257,600
2. Benefits	86,400				86,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	344,000				344,000
OPERATING EXPENDITURES by summary object:					
1. On-Line Services	31,000				31,000
TOTAL OPERATING EXPENDITURES:	31,000				31,000
CAPITAL OUTLAY by summary object:					
1. Monographs – ON GOING	25,000				25,000
TOTAL CAPITAL OUTLAY:	25,000				25,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	400,000				400,000

Supports institution and Board strategic plans:

State Goal 1 Objective A:

The State Board's Goal 1 ("A Well Educated Citizenry") will be advanced at Objective A ("Access") through the increased accessibility of a cost-effective public legal education made possible by the second-year program in Boise. One of the performance measures for that objective, achieving diversity in attainment of postsecondary education, also will be advanced by increased accessibility of public legal education in Idaho's largest metropolitan area. Moreover, a "well educated citizenry" will be enhanced through the civic education outreach programs developed by the College of Law at the Idaho Law Learning Center.

State Goal 2 Objectives A and B:

The State Board's Goal 2 ("Critical Thinking and Innovation") will be advanced at Objectives A and B ("Critical Thinking, Innovation and Creativity") through the research, outreach, and service performed by law faculty and upper-division law students, especially in the curricular emphasis area of business law and entrepreneurship. Objective C ("Quality Instruction") will be advanced by the academic rigor of an American Bar Association-approved law school's program, delivered in the state capital.

State Goal 3 Objectives A and C:

The State Board's Goal 3 ("Effective and Efficient Delivery Systems") will be advanced at Objective A ("Cost Effective and Fiscally Prudent [Programs]") and Objective C ("Administrative Efficiencies") by achieving economies of scale and capitalizing upon the comparative advantages of both a land-grant campus location and a metropolitan location, by delivering legal education through complementary programs at Moscow and Boise by a unified, statewide law faculty and administration. These objectives also will be advanced through the cost-effectiveness and synergy of linking the JD degree instruction offered by the University of Idaho with concurrent MBA and Masters of Accountancy degree opportunities at Boise State University.

University Goal 1 Objective A:

The University's Goal 1 ("Teaching and Learning – Enable Student Success in a Rapidly Changing World") will be advanced at Objective A ("Build Adaptable, Integrative Curricula and Pedagogies") through the development and delivery of complementary curricula at Moscow and Boise, with distinctive areas of emphasis that utilize the advantages of the land-grant campus in Moscow and the metropolitan location in Boise.

University Goal 2 Objective A:

The University's Goal 2 ("Scholarly and Creative Activity – Promote Excellence in Scholarship and Creative Activity to Enhance Life Today and Prepare Us for Tomorrow") will be advanced at Objective A ("Strengthen All Scholarly and Creative Activities Consistent with the University's Strategic Missions and Signature Areas") through the research and outreach, particularly in the field of business law and entrepreneurship, of faculty and upper-division students in Boise. Expanding the Boise program from a third-year to a combined second-and-third year program (and ultimately a full three-year branch program) will enable the University carry out more effectively its Board-assigned statewide mission in legal education. In addition, Objective B ("Enable Faculty, Student, and Staff Engagement in Interdisciplinary Scholarship and Creative Activity") will be advanced through interactions between and among the University of Idaho's Boise program, the business-related concurrent degree programs at Boise State University, the business enterprises and nonprofit entities of southern Idaho, and the

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sources of interdisciplinary expertise residing at federal and state regulatory agencies in and near Boise.

University Goal 3 Objective B:

The University's Goal 3 ("Outreach and Engagement – Meet Society's Critical Needs by Engaging in Mutually Beneficial Partnerships") will be especially advanced at Objective B ("Strengthen and Expand Mutually Beneficial Partnerships with Stakeholders in Idaho and Beyond") through the University's collaboration with the Idaho Supreme Court on the Idaho Law Learning Center, through concurrent degree programs offered with Boise State University, through cooperative projects undertaken with the Idaho's legal and business communities, and through increased interaction with -- and service provided by law faculty and students to -- government agencies in and near Idaho's capital city.

University Goal 4:

The University's Goal 4 ("Community and Culture – Be a Purposeful, Ethical, Vibrant, and Open Community") will be advanced by enhancing enhanced access for, and inclusion of, diverse populations in legal education at a metropolitan location; by strengthening the viability and statewide relevance of the legal education program in Moscow through its connections to a complementary program in Boise; and by the enhancing the statewide visibility of the College of Law, which will benefit students in both Boise and Moscow who are in competition with graduates of other law schools in seeking and finding employment in and near Idaho's major center of population, commerce, and government.

Description:

The University of Idaho is requesting funding for a 2nd year curriculum in Boise. This would deepen the College's regulatory law curriculum, through proximity to the center of state government, to the location of major federal agencies in Idaho, and to the wide variety of local governments and special purpose governmental units in the Treasure Valley and across southern Idaho. Students would benefit from in-person instruction from government professionals as well as from practitioners in nonprofit and public interest entities that abound in metropolitan areas.

Questions:

- 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?**

This request includes two new tenure track faculty positions, one assistant director and irregular help funding for adjunct and other supplemental instruction needs. In addition we are requesting ongoing operating and capital outlay funding to fund on-line services and monographs.

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2. What resources are necessary to implement this request?

- a. 2 FTE tenure track faculty totaling \$272,000 with salary and benefits
1 FTE assistant director totaling \$66,000 with salary and benefits
0 FTE irregular help totaling \$6,000 with wages and benefits
- b. 1 to 2 existing Moscow faculty positions transferred to Boise
- c. \$56,000 in on-going operating and capital outlay funding

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is 100% recurring state general funds (no one-time funding is requested).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students: A second-year program in Boise would enable the College to increase the quality and depth of the existing third-year curriculum. It would enable students to make the transition from their first year of general law study to the increasingly focused preparation for a career in their second and third years at a location where two-year relationships can be built with the faculty and with the surrounding legal community. The second-year program in Boise would also give the participating students (and their spouses or partners) a chance to manage their educational debts by taking advantage of work opportunities in a metropolitan area working their way cost-effectively through two years, rather than one year, of law study if they choose to do so. The College seeks to provide students this opportunity.

Idaho: Affordable public legal education enables students to graduate with manageable debts; this, in turn, enables graduates to take jobs at Idaho entry-levels of compensation. The public receives a return on its investment because affordable legal education keeps legal services and justice within reach for local governments, small businesses, and people of ordinary means.

5. If this is a high priority item, list reason non-appropriated Line Items from the prior year are not prioritized first.

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AGENCY: Lewis-Clark State College

FUNCTION: General Education

ACTIVITY: Complete College Idaho

Agency No.: 511

Function No.:

Activity No.:

FY 2014 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Complete College Idaho			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	16.00				16.00
PERSONNEL COSTS:					
1. Salaries	692,000				692,000
2. Benefits	283,500				283,500
3. Group Position Funding	0				0
TOTAL PERSONNEL COSTS:	975,500				975,500
OPERATING EXPENDITURES by summary object:					
1. Supplies	20,500				20,500
2. Instructional Materials	32,000				32,000
3. Program Expenses	10,000				10,000
TOTAL OPERATING EXPENDITURES:	62,500				62,500
CAPITAL OUTLAY by summary object:					
1. Computers/office setup	48,000				48,000
TOTAL CAPITAL OUTLAY:	48,000				48,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,086,000				1,086,000

Supports institution/agency and Board strategic plans:

Goal 1: A WELL EDUCATED CITIZENRY The educational system will provide opportunities for individual achievement.

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Objective C: Adult Learner Re-Integration – Improve the processes and increase the options for re-integration of adult learners into the education system.

Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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GOAL 2: CRITICAL THINKING AND INNOVATION The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.

Objective B: Innovation and Creativity – Educate students who will contribute creative and innovative ideas to enhance society.

Objective C: Quality Instruction – Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

The positions and support funds requested in this line item request directly support the Academic Affairs tasks at Lewis-Clark State College. The mission and goal statement for LCSC calls for the following:

- In accordance with its role and mission statement approved by the State Board of Education, LCSC's primary emphasis areas are business, criminal justice, nursing, social work, teacher preparation, and professional-technical education.
- The State Board directs LCSC to maintain basic strengths in the liberal arts and sciences, which provide the core (general education) portion of the curriculum.
- Other assigned emphasis areas are the provision of select programs offered on and off campus, at non-traditional times, using non-traditional means of delivery, to serve a diverse student body.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Ten faculty positions are being requested, which would directly impact student learning at LCSC. Six of these positions are in core areas. Those in Natural Sciences (biology and chemistry), Humanities (English and communications), and Social Science would stabilize areas that have been impacted tremendously by growth in student numbers, especially in Nursing. Our recent transition to biannual admissions for this program has been very well received and it has become increasingly difficult to identify appropriately credentialed adjunct instructors to meet this demand. The faculty position in the library would allow us to provide necessary support for increased student enrollment across the board. The four remaining faculty positions directly support our primary emphasis areas – business, justice studies, and teacher education – which are also thriving program areas at LCSC.

Six support positions are also being requested. Increased enrollments have strained our faculty advising model. Program advisors have been successfully used at LCSC to accomplish the schedule building component of advising, while simultaneously freeing the faculty for more in depth conversations with upper classmen on careers. We are requesting funding for two additional program advisors, one in Nursing and the other in support of our PACE program in Coeur d'Alene. As you may recall, the Education Division's Pathways to Alternate Certification and Endorsement (PACE) program provides access to post-secondary programs by allowing individuals that are place-bound in rural and remote areas throughout Idaho to earn teacher certification through distance learning technologies. The

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two support positions within Community Programs being requested directly impact our efforts in distance learning. The first is for an instructional designer to work directly with faculty on course design following Quality Matters criteria. The second is for a support position working directly with students, answering questions arising from Blackboard implementation in distance learning courses. The final two support positions being requested are in Student Services. The first is a bilingual recruiter, which has been a need at LCSC for many years. This person would certainly help us reach communities that have been traditionally underrepresented in higher education, but for whom benefit would certainly follow. The final requested position is for a Director of Student Engagement. This position would be charged with researching and implementing enhanced retention strategies at LCSC, in keeping with statewide Complete College Idaho goals.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Assistant Professors (9): \$48,000 to \$45,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2014; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Assistant Professor Librarian (1): \$38,000 + fringe & health insurance; full-time 12 month; anticipated hire August 2014; critical support of students and faculty with library instruction.

Program Advisors (2): \$36,000 + fringe & health insurance; professional K-grade employees; support students and faculty in an advising capacity.

Distance Learning (2): \$40,000 + fringe & health insurance; support online environment; assist in course design and implementation; provide support for students and faculty.

Bilingual Recruiter (1): \$38,000 + fringe & health insurance benefits; assist the institution in reaching communities that have been traditionally underrepresented in higher education.

Director of Student Engagement (1) \$50,000 + fringe & health insurance; to provide supervision of Student Activities, Outdoor Recreation, Student Development Curriculum, Student Success Program, and New Student Orientation. These activities are currently being managed by other units. Consolidation into one unit will provide operational efficiency and consistency.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None
 - c. List any additional operating funds and capital items needed.

Operating funds: \$62,500 - instructional materials, supplies, direct program expenses

Capital: \$48,000 - computers and office setup; instructional computers
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

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On-going general funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

All Academic Affairs units within the college will be served by the addition of these primarily instructional positions. Each of the instructional positions has direct student contact and student support components that will provide for a positive college experience for the students.

The General Education credit load at LCSC has been assigned to the Natural Sciences, Humanities and Social Sciences Divisions. Collectively this group delivers a significant number of student credit hours, serving all students at the college in some capacity. As enrollment has increased, the need for full time faculty has become critical. The college's ability to find qualified adjuncts is getting less reliable each passing semester, creating the risk of not having critical sections available.

Included in the requested faculty positions is one Librarian. The recent NWCCU accreditation report and periodic external reviews suggested that LCSC add an additional Librarian to meet minimum institutional standards. If this request is not funded, we will not be able to fully meet student library needs (access to resources and library hours).

The Director of Student Engagement position will provide supervision of and leadership to Student Activities, Student Development Curriculum, Student Success Program, and New Student Orientation. The primary function would be to coordinate these departments to promote student engagement and to increase retention. If this request is not funded, we will not be able to expand the program which will limit access to student engagement activities.

The Distance Learning positions within Community Programs support increasingly large numbers of students and faculty. We are committed to delivering quality programs and services, and our growth in this area will be stifled without additional personnel.

5. If this is a high priority item, list reason unapproved Line Items from the prior year budget request are not prioritized first.

Portions of this request were included in FY2011, FY2012, and FY2013 budget requests. The additional positions are being requested for FY2014 to help address the continuing need for faculty and related positions.

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AGENCY: Division of Professional-Technical Education

FUNCTION: Postsecondary Programs

ACTIVITY:

Agency No.: 503

Function No.: 03

Activity No.:

FY 2014 Request

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Revision No. ____

PTE Initiative to Support Complete College Idaho 60% Goal					
A: Decision Unit No: 12.01	Title:	Priority Ranking 1 of 1			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	19.0				19.0
PERSONNEL COSTS:					
1. Salaries	774,100				774,100
2. Benefits	333,300				333,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	1,107,400				1,107,400
OPERATING EXPENDITURES by summary object:					
1. Supplies and services	122,600				122,600
TOTAL OPERATING EXPENDITURES:	122,600				122,600
CAPITAL OUTLAY by summary object:					
1. Instructional equipment	193,000				193,000
TOTAL CAPITAL OUTLAY:	193,000				193,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,423,000				1,423,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective B

Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Performance Measure:

Percent of Idahoans (ages 25-34) who have a college degree or certificate.

Benchmark: 60% by 2020

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

The postsecondary system of professional-technical education provides avenues to directly support the Idaho State Board of Education goal of achieving a 60% rate of documented work readiness (postsecondary and/or industry credentials) amongst 25-34 year old adults by 2020. These avenues include increased access and system capacity, along with student success initiatives that can contribute to increased retention and completion. This request includes the provision for new PTE programs as identified by the six technical colleges to increase the system capacity, along with various student support and intervention programs designed to increase the percentage of program participants who successfully persist and complete PTE programs. This strategy provides a two-pronged solution to the 60% challenge: information and data provided by the Office of the State Board of Education suggest that a combination of increased capacity and student support is the preferred strategy to increase the work readiness rate. This request will result in seven new or expanded programs in four of the technical colleges, ability to enhance workforce training delivery, along with student support programs at five of the colleges. The request was based on information requested from each school, with each having their own unique needs.

Request summary							request	institution
institution	program	FTP	salary	benefits	OE	capital outlay	total	total
CSI	Industrial Mechanics/Food Processing	1.0	39,000	18,300	10,000	140,000	207,300	265,100
	College Success Facilitator	1.0	36,100	18,200	3,500	-	57,800	
CWI	Hospitality Management/Software Development	4.0	176,000	80,000	20,000	30,000	306,000	306,000
EITC	ESTEC expansion	1.0	60,000	24,000	25,000	-	109,000	211,200
	Counselor and Tutor Coordinator	2.0	70,000	32,200	-	-	102,200	
ISU	Aircraft Maintenance expansion/Health IT	2.0	86,000	40,100	6,500	3,000	135,600	204,900
	Retention/Completion Specialist	1.0	45,000	17,800	5,000	1,500	69,300	
LCSC	PTEC (Coordination/Counseling/Case Management)	4.0	165,900	71,000	13,500	10,000	260,400	260,400
NIC	Bridge Math and Completion Coach	2.0	65,500	20,800	19,100	8,500	113,900	175,400
	Automotive IBEST	1.0	30,600	10,900	20,000	-	61,500	
total		19.0	774,100	333,300	122,600	193,000	1,423,000	1,423,000

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request includes personnel, operating expenses, and capital outlay to support the proposed instructional and student success programs intended to facilitate support for the State Board Goal 1, Objective B performance measure: 60% of Idahoans (ages 25-34) who have a college degree or certificate.

Neither staffing nor base funding is anticipated to be available for these activities for FY2014.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

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Full time professional-technical program faculty and student services personnel will be hired when institutions are authorized to do so and according to institutional grades, qualifications, benefits availability, and hiring protocols.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

As several of the activities expand current operations, the programs' respective impacts will vary at each institution. In general, existing human resources will not be redirected, but institutional operations will be somewhat affected by increased traffic due to the capacity enhancement nature of the request.

- c. List any additional operating funds and capital items needed.

None

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

See cover sheet

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Those served include the industry who will potentially hire additional trained technicians, the students who enroll in these requested as well as existing programs (consistent with current institutional student demographics), and the citizens of Idaho through advancement towards the 60% goal.

If this request is not funded, the ability of the system will be relatively hampered in the ability to expand the capacity and support that will be necessary to achieve the 60% goal.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

In the past year, the State Board of Education established the 60% goal as a high priority for the entire educational system in Idaho. Therefore, support for this goal has become a high priority for PTE. The Division of Professional-Technical Education is grateful to the Legislature for funding the sole FY2013 line item request for capital outlay instructional equipment.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: College of Southern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

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Original Submission X

or Revision No. ____

A: Decision Unit No: 12.02		Title: Nursing Positions			Priority Ranking 2 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.50				3.5
PERSONNEL COSTS:					
1. Salaries	131,200				131,200
2. Benefits	59,900				59,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	191,100				191,100
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	191,100				191,100

Supports Idaho State Board of Education 2013-2017 Strategic plan:

Goal 1: A well educated citizenry

Objective A: Access – Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system

Objective B: Higher Level Educational Attainment: Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Narrative Support:

In the Fall of 2007 we increased the number of registered nursing students we could serve from 100 to 240 students. In order to increase this capacity, both a program reorganization and additional staff had to be hired. Funding for the additional staff was obtained through one time community donations, soft money sources and the shifting of institutional

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resources. We continue to go through a process of trying to find funds each year to pay for these positions.

This proposal is provide state general fund support for registered two nursing instructors, a health care advisor and a simulation lab coordinator. This request is based upon an unfunded request for fiscal year 2008.

SBOE Performance Measures:

Percent of Idahoans (ages 25-34) who have a college degree or certificate. Benchmark: 60%

CSI Strategic Plan 2012-2017

Strategic Initiative 2: Responsiveness

Goal 2: Meet the diverse and changing needs and expectations of our students and the community we serve.

Objective 2.1.1 Offer quality educational programs and support services that meet the needs of students with diverse backgrounds, preparation levels, abilities and educational objectives.

Narrative Support:

In order to meet both a local and statewide need, the College of Southern Idaho increased the size of its registered nursing program from 100 students to 240 students. With the new Health Sciences and Human Services building, we are able to accommodate this growth but continue to struggle with funding the instructional costs of the program. Nursing is a high cost, low student – instructor ratio program.

This request is directly tied to our goal of responsiveness to community needs and providing high quality instruction in programs that lead to employment.

CSI Performance Measures:

The performance measure was to increase the size of the registered nursing program from 100 students to 200 students by the Fall of 2008. This measure has been achieved since there are 240 students in the registered nursing program this year.

Description:

The funds provided in this request will go directly for instruction in the registered nursing program. It will allow us to fully fund the program with on-going general fund revenues.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The funding of three and one half positions for the nursing program is being requested so that we can continue to provide nursing instruction at the expanded level we went to the fall of 2007.

The current agency staffing level for registered nursing is 22.10 FTE costing approximately \$1,566,600. The expansion staff of two nursing instructors, a health care advisor and half time simulation advisor has not been added into our state appropriated base.

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2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service

Position	FTE	Salary	Benefits	Total
Nursing instructor	1.0 FTE	\$40,600	\$17,700	\$58,300
Nursing instructor	1.0 FTE	\$40,600	\$17,700	\$58,300
Health Advisor	1.0 FTE	\$30,000	\$15,700	\$45,700
Simulation				
Coordinator.	.5 FTE	\$20,000	\$ 8,800	\$28,800

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing operations can accommodate the staff requested.

- c. List any additional operating funds and capital items needed.

Additional operating and equipment funds are in place to support this request.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is for general fund support of these positions.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students, employers and the public will be served by funding this request. This program has a proven track record of taking students from minimum wage jobs to positions earning in excess of \$20 per hour in just a few years. The economic impact upon both the students and our community is significant.

If this request is not funded we will continue to struggle to find funding to maintain our nursing program at its current level.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This request was originally submitted as a part of our fiscal year 2008 budget. It has remained a high priority but due to the financial challenged faced by the State of Idaho over the last four years, it has not been funded.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: College of Southern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

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Original Submission X

or Revision No. ____

Voluntary Framework for Accountability					
A: Decision Unit No: 12.03	Title: Accountability			Priority Ranking 3 of 6	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	80,000				80,000
2. Benefits	35,400				35,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	115,400				115,400
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	115,400				115,400

Supports Idaho State Board of Education 2013-2017 Strategic plan:

Goal 3: Effective and Efficient Delivery Systems- Ensure educational resources are used efficiently

Objective B: Data-driven Decision Making – Increase the quality, thoroughness and accessibility of data for informed decision-making and continuous improvements of Idaho's educational system.

Narrative Support:

This request is to provide additional support for our institutional research department. We currently have a part time institutional researcher with a half time assistant. With the setting up of the Student Longitudinal Data System and additional accountability reports being required, current demands for data are overwhelming.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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In addition, we want to participate in the American Association of Community Colleges Voluntary Framework of Accountability. Currently, fifty eight community colleges are participating in this program. The program involves insuring each item data is collected consistently in the same manner among all participants, a given set of data is required to be collected, data is accurate and comparable. The data is analyzed and shared among participants. Participants can also select various peer groups within the framework to compare themselves with.

The implementing of data integrity policies and the systematic approach to insuring data accuracy will require a significant amount of time. The analysis and presentation to decision makers will also be a part of this process.

Through this process, community colleges hope to identify strengths, weaknesses and best practices so actions can be taken that will increase completers and graduation rates.

Much of the current data and requirements are geared towards four year schools and do not provide meaningful information to community colleges. The Framework for Accountability will specifically address community colleges.

SBOE Performance Measures:

Develop P-20 to workforce longitudinal data system with the ability to access timely and relevant data. Complete by 2015.

CSI Strategic Plan 2012-2017

Strategic Initiative 3: Performance and Accountability

Goal 4: Committee to continuous improvement and institutional effectiveness

Objective 4.2: Continually assess and improve the quality of, relevancy, efficiency and effectiveness of our systems, programs, services and processes.

Narrative Support:

The Community College Framework of Accountability will not only require us to improve the quality of our data and define the data we need to collect but give us access to comparable data from community colleges all over the country.

CSI Performance Measures:

Acceptance into the Community College Framework for Accountability group.

Description:

This request will fund the necessary resources to get selective and high quality data to facilitate decision making that will positively impact students.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for a full time institutional researcher and a support staff position to complement our existing part time institutional research staff. Additional staffing is required to both meet the requirements of existing data requirements and to move forward into the Framework of Accountability program.

Currently a part time institutional researcher with a part time assistant is built into the base.

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2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service

Position	FTE	Salary	Benefits	Total
Institutional Researcher	1.0	\$50,000	\$19,700	\$69,700
Researcher Assistant	1.0	\$30,000	\$15,700	\$45,700

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing resources will be redirected and existing resources will not be negatively impacted.

- c. List any additional operating funds and capital items needed.

No additional operating funds or capital items will be needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is for the positions to be funded from the General Fund.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request will result in better data and better decision making based upon comparable data. It will have a positive impact upon the citizens of the State of Idaho and result in more efficient use of the dollars we have to get the results we want.

If this request is not funded, we will continue to do the best we can with what we have but will miss out on an opportunity to make meaningful, data driven changes to improve our operation.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This is the first year for this request.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: College of Southern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.: 501

Function No.: 02

Activity No.:

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.04		Title: CSI STEM Initiative			Priority Ranking 4 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.0
PERSONNEL COSTS:					
Full-time STEM Coordinator					
1. Salaries	106,500				106,500
2. Benefits	52,600				52,600
TOTAL PERSONNEL COSTS:	159,100				159,100
OPERATING EXPENDITURES by summary object:					
1. Travel	6,000				6,000
2. Office Supplies & Postage	3,000				3,000
3. Instructional Supplies	10,000				10,000
TOTAL OPERATING EXPENDITURES:	19,000				19,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	178,100				178,100

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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Supports institution/agency and Board strategic plans:

Supports Idaho State Board of Education 2013-2017 Strategic Plan

Goal 1: A Well Educated Citizenry

Objective B: Higher Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Goal 2: Critical Thinking and Innovation

Objective C: Quality Instruction – Increase student performance through the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

Narrative Support:

The i-STEM proposal supports Goal 1, Objective B by developing a highly qualified STEM workforce through teacher education preparation and in-service teacher professional development workshops, seminars, summer institutes, and activities. These opportunities strengthen curriculum development, pedagogical knowledge, and instructional delivery.

The i-STEM proposal supports Goal 2, Objective C by addressing the need of the State to develop, recruit, and retain highly qualified teachers in STEM subjects

The i-STEM proposal supports fostering relations between CSI and Region IV and State constituents to develop, promote, and foster STEM education, teacher professional development, and workforce training through collaborative efforts and opportunities

Performance Measures:

High School Graduation rate as defined in the Accountability Workbook.

Benchmark: 90%

Percent of student meeting proficient or advance placement on the Idaho Standards Achievement Test.

Benchmark: 100% for both 5th and 10th Grade students in Reading, Mathematics, Language, and Science subject areas.

CSI Strategic Plan 2012-2017:

Strategic Initiative 1: Student Learning and Success

Goal 1: Demonstrate a continued commitment to, and shared responsibility for student learning and success

Strategic Initiative 2: Responsiveness

Goal 2: Meet the diverse and changing needs and expectations of our students and the community we serve.

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Narrative Support:

The i-STEM proposal supports CSI Strategic Initiative 1 Goal 1 and Strategic Initiative 2 Goal 2 by preparing k-14 students and thus developing a highly qualified STEM workforce through teacher education preparation and in-service teacher professional development workshops, seminars, summer institutes, and activities.

CSI Performance Measures:

1. Increase the number of students entering in STEM education and utilizing STEM resources:
 - a. Develop a dual credit stem academy by 2014
 - a. Develop a CSI STEM club by Fall of 2013
 - b. Increase the number of CSI pre-service teachers (majors) in STEM fields by 10%
 - c. Develop a CSI STEM resource room by Fall of 2013
2. Improve student engagement in STEM subjects:
 - a. Offer at least one regional STEM fair, competition, camp, activity, and organization geared towards elementary and dual credit students. Examples include a STEM strand for "I'm Going to College" for 6th graders, "Girls in Technology," "Science Camp," and a dual credit STEM fair, a dual credit STEM club.
3. Increase in-service teachers participating in STEM-related activities:
 - a. Develop a STEM team in each school district in Region IV (22 districts) that actively participates in a Region IV STEM activity, institute, or program by 2013.
4. Increase the number of highly qualified teachers to meet the demand in STEM subjects:
 - a. maintain and increase professional development opportunities in STEM education--ongoing
5. Identify and respond to the specific STEM needs of external constituents:
 - a. Develop an advisory committee that includes members from CSI, k-12, university, industry, and employment organizations.

Description:

CSI is dedicated to STEM (Science, Technology, Engineering, Math). By providing a STEM Coordinator, faculty person, administrative support and operating expenditures, CSI can develop, organize, and offer ongoing activities and initiatives that promote STEM education in Idaho. Funding this request will provide CSI with the resources to develop a highly qualified STEM workforce through teacher education which involve in-service teacher development workshops, seminars, summer institutes and other support activities. These opportunities will strengthen curriculum development, pedagogical knowledge and instructional delivery. This program will also assist the State of Idaho in developing, recruiting and retaining highly qualified teachers in STEM subjects.

Although there are various activities and efforts between INEL, public schools, private grants and higher education to concerning getting students to pursue degrees in Science, Technology, Engineering and Math, there is no coordinated effort in Region IV. This decision unit will provide staffing to provide not only coordination but support for teachers in these subjects. The programs have to begin in k-12 and progress through high school and into college.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Our goal is to demonstrate an unwavering commitment to, and shared responsibility for, STEM education by engaging k-14 students in STEM activities, preparing and developing pre- and in-service teachers in STEM education, and addressing the needs of industry in STEM fields. We feel this can only happen by having a coordinated, comprehensive approach that involves administration, instructional support and clerical support.

Through this decision unit, we ensure that our children will gain the knowledge, skills, perspectives, and confidence to be successful in a global society and economy that is becoming increasingly dependent upon STEM fields.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CSI is requesting a full-time STEM coordinator (1FTE), a faculty person (1FTE) and office support personnel (1FTE) to develop, coordinate, and implement STEM activities and education on the CSI campus and throughout Region IV. This will enhance, develop, and promote excellence in STEM education and thus Idaho's future in STEM related fields.

CSI has conducted STEM activities on a limited basis with a part time instructor involved in bringing local school children to campus. These activities will continue with additional support from this decision unit. There is not funding in our base for STEM activities.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

1 FTE STEM Coordinator: \$45,000.00 (salary) \$19,600 (benefits)

1 FTE STEM Faculty: \$39,500 (salary) \$18,500

1 FTE STEM Office Specialist: \$22,000 (salary) \$14,500 (benefits)

Anticipated date of hire: July 1, 2013

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

All three positions will be new positions. The STEM Coordinator position will release concerted efforts and time for existing employees, allowing current employees to focus and funnel STEM-related activities and current duties.

- c. List any additional operating funds and capital items needed.

Operating Expenditures:

- Travel: \$6,000 (monies for STEM conferences/workshops, state and regional activities, i-STEM Summer Institute, and school districts and external constituents support.)
- Office Supplies: \$3,000 (monies for printing and duplicating, marketing, and promotion of STEM.)
- Instructional Supplies: \$10,000 (monies for instructional resources related to STEM development, enhancement, and support.)

BUSINESS AFFAIRS AND HUMAN RESOURCES
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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

The funding source for this project will be the General Fund. We will utilize these positions to assist in getting more funding into STEM programs through grants, donations and in-kind services

Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The primary benefactors of this project will be students. Additionally, K-12 teachers will receive training and support in delivering STEM activities. This request serves and greatly affects STEM in Region IV and the State, specifically CSI, K-16, SBOE, and industry.

4. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Occupancy costs were our number one priority in our 2013 request. This request was our number two priority last year and is again our number two priority this year. Occupancy costs for our new Applied Technology and Innovation Center is our number one priority for 2014.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: College of Southern Idaho

FUNCTION: Education

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

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A: Decision Unit No: 12.05		Title: Idaho Falls Outreach Center			Priority Ranking 5 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.0
PERSONNEL COSTS:					
1. Salaries	100,000				100,000
2. Benefits	49,500				49,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	149,500				149,500
OPERATING EXPENDITURES by summary object:					
Lease Payments	42,000				
TOTAL OPERATING EXPENDITURES:	42,000				42,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	191,500				191,500

Supports Idaho State Board of Education 2013-2017 Strategic plan:

Goal 1: A well educated citizenry

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Goal 3: Effective and Efficient Delivery Systems – Ensure educational resources are used efficiently.

Objective C: Administrative Efficiencies – Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.

Narrative Support:

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This request is to expand academic community college offerings in the Idaho Falls area. Working in cooperation with Eastern Idaho Technical College, we will establish an outreach center to provide the courses necessary for core certification for academic students. With the articulation agreements that are already in place, Idaho Falls students will be able to complete the first two years of college at an affordable price.

As we have experienced with our other outreach centers, it is critical to have staff living, working and being a part of the community to build and maintain educational programs. The outreach center director and staff will need to work very closely with EIVTC concerning course offerings, workforce training and community education.

We are proposing establishing a 4,000 square foot outreach center consisting of four classrooms and an office area to serve as a base of operations. Additional instructional space will be leased from local high schools and EITC as needed. Since we are already offering an extensive amount of dual credit in eastern Idaho, we should be able to integrate into the high schools fairly easily.

Student tuition and fees will be the same as those at the College of Southern Idaho. We will be able to pay for instructional costs and other variable operational costs associated with the Idaho Falls program with the tuition and fee revenue.

Performance Measures:

Percent of Idahoans (ages 25-34) who have a college degree or certificate.

Benchmark: 60% by 2020

Number of collaborative projects and amount of cost savings.

Benchmark: 10

CSI Strategic Plan 2012-2017

Goal 1: Demonstrate continued commitment to and shared responsibility for student learning and success.

Objective 1.1 Provide quality educational programs and experiences that prepare students to reach their educational and career goals

Narrative Support:

This request will provide community college classes at affordable prices in the Idaho Falls area. In cooperation with Eastern Idaho Technical College, community college services can be offered.

CSI Performance Measures:

Serve 500 students in lower division academic classes in Idaho Falls and the surrounding communities by the Fall of 2015.

Description:

This request is to fund personnel costs for a director, student advisor and student service specialist to provide direct services to students. The request also includes \$42,000 for space rental for classroom and office space.

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Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is to provide access to lower division academic programs at an affordable price to students in the Idaho Falls area. We are requesting fund to hire a director, student advisor and student service specialist to provide services in Idaho Falls.

This request also is for rental space for an outreach center in Idaho Falls. We are estimating that a four classroom area along with offices will require about 4,000 square feet. At a lease rate of approximately \$10.50 per square foot, this would cost approximately \$42,000.

There are currently no funds in our base for this activity.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service

Position	FTE	Salary	Benefits	Total
Center Director	1.0	\$43,000	\$18,200	\$61,200
Student Advisor	1.0	\$30,000	\$15,700	\$45,700
Student Service Specialist	1.0	\$27,000	\$15,600	\$42,600

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Our existing staff will absorb the supervision and mentoring of this new center staff. The students and staff will be absorbed into our existing operations. Existing operations will not be impacted by the addition of an Idaho Falls outreach center.

- c. List any additional operating funds and capital items needed.

Equipment and supplies will be provided by the College of Southern Idaho.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is for General Funds support for three staff positions.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students, employers and the public will all be served by the College of Southern Idaho opening an outreach center in Idaho Falls. The addition of academic lower division community college classes will provide an affordable alternative to students pursuing a degree. The

BUSINESS AFFAIRS AND HUMAN RESOURCES
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collaboration of CSI and EIVTC for workforce training and in the developing of programs to meet the needs of employers and the community will very positive.

If this request is not funded, Idaho Falls will continue to be one of the largest metropolitan areas in the state without community college services. Students, employers and the public will be impacted.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

The College of Southern Idaho has been assisting the College of Western Idaho over the last four years. With CWI achieving Candidacy status for accreditation and becoming responsible for their registration and financial aid systems, CSI's role is diminishing. Based upon our experience with CWI, CSI would like to bring the community college access model to Idaho Falls. We are looking forward to a model that is as successful as CWI.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: College of Southern Idaho
FUNCTION: Education
ACTIVITY:

Agency No.:
 Function No.:
 Activity No.:

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A: Decision Unit No: 12.06		Title: Graduation Rate Improvement			Priority Ranking 6 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	67,000				67,000
2. Benefits	34,200				34,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	101,200				101,200
OPERATING EXPENDITURES by summary object:					
1.Travel	5,000				5,000
2.Office Supplies & Postage	1,000				1,000
TOTAL OPERATING EXPENDITURES:	6,000				6,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	107,200				107,200

Supports Idaho State Board of Education 2013-2017 Strategic plan:

Goal 1: A Well Educated Citizenry

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Goal 3: Effective and Efficient Delivery Systems – Ensure educational resources are used efficiently.

Objective A: Cost Effective and Fiscally Prudent – Increased productivity and cost-effectiveness.

Narrative Support:

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The Graduation Rate Improvement proposal supports the SBOE strategic plan Goal 1, Objective B by focusing on systems that will encourage students to work towards a degree or certificate and stay on the proper educational track. The proposal also supports Goal 3 Objective A in that the efficiency of class offerings is increased as students work directly towards graduation.

SBOE Performance Measures:

Percent of Idahoans (ages 25-34) who have a college degree or certificate.

Benchmark: 60% by 2020

Percent of first-year freshmen returning for second year.

Benchmark: 60%

CSI Strategic Plan 2012-2017

Strategic Initiative I: Student Learning and Success

Goal 1: Demonstrate a continued commitment to, and shared responsibility for, student learning and success.

Strategic Initiative 2: Responsiveness

Goal 2: Meet the diverse and changing needs and expectations of our students and the communities we serve.

Narrative Support:

The Graduation Rate Improvement proposal is a critical part in meeting CSI's strategic initiatives as listed above. We can no longer provide just access but must focus on graduation and certification. Students who are not on a well defined path to graduation or certification will not be eligible for financial aid or scholarships. This will prevent many of them from attending college. This proposal will help us develop systems to keep students in college on a graduation track that will result in increased completion rates.

CSI Performance Measures:

Retention

- Increase the percentage of first-time full-time students who return to CSI to continue their studies the following fall from 54% to 60% within five years.
- Increase the percentage of first-time part-time students who return to CSI to continue their studies the following fall from 37% to 43% within five years.

Graduation

- Increase the percentage of first-time full-time students who graduate within 150% of "normal time" to completion for their program from 18% to 25% by 2015.

Transfer

- Increase the percentage of first-time full-time students who transfer within 150% of "normal time" to completion for their program from 14% to 20% by 2015.

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Description:

The College of Southern Idaho recognizes that focus has been shifting more and more from mere access to higher education to retention and student success: graduating with degrees or certificates that help students' secure gainful employment. The U.S. Department of Education, accrediting agencies, the Idaho State Board of Education, state and federal legislators, funding agencies, tax-payers and other constituents are calling for accountability and measurable outcomes. Funding agencies, including private foundations, are also focusing more and more on data and student success.

The Commission on Access, Admissions and Success in Higher Education, formed by the College Board, identified solutions to increase the number of students who graduate from college and are prepared to succeed in the 21st century. The Commission established 10 interdependent recommendations to reach its goal of ensuring that at least 55 percent of Americans hold a postsecondary degree by 2025.

The Commission recommended that the nation increases the number of 24- to 34-year olds who hold an associate degree or higher to 55 percent by the year 2025 in order to make America the leader in educational attainment in the world.

CSI is fully committed to do its part in ensuring the future competitiveness of our students, state, and nation.

The Retention and Graduation Specialist and Student Services Specialist will work collaboratively to develop, implement, document, and provide training on the systems, tools, resources, processes, and procedures designed to assist degree-seeking students in meeting or exceeding Standards of Satisfactory Academic Progress (SAP) and to facilitate retention and timely graduation. The two proposed staff members will work closely with the Advising Center, Financial Aid Office, Admissions and Records Office, faculty advisors, Advising Committee, Institutional Research, Information Technology Services (ITS), Instructional Technology Center (ITC), department chairs, faculty, and other constituents to improve graduation rates at CSI.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is for a full-time Retention and Graduation Specialist and a full time Student Service Specialist to develop systems, analyze data, and work with advisors, faculty, and students to increase retention and degree and certification completion rates. Improving graduation rates is a strategic initiative for both CSI and SBOE. Furthermore, tax payers, legislators, U.S. Department of Education, and funding agencies are all asking for improved students success and higher completion rates. Higher education attainment is critical to the future competitiveness of our students, institution, state, and nation. CSI will be implementing new Satisfactory Academic Progress (SAP) standards and policy. These standards are geared towards helping students focus on retention and graduation.

Currently students are advised by professional advising staff and faculty concerning requirements for degrees/certificates. The current system is geared towards getting students in the right classes for the right majors. Students change majors, take jobs, end up with a number of unnecessary credits or within a few credits of being able to graduate. There is not a single point of contact and students currently do not have adequate support to

BUSINESS AFFAIRS AND HUMAN RESOURCES
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help them meet or exceed standards of Satisfactory Academic Progress and ensure that they are making progress towards in their programs, and that they graduate in a timely fashion with a certificate or degree.

There is not currently staffing for this particular activity.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service

1 FTE - Retention & Graduation Specialist - \$40,000 salary, Benefits of \$18,600, Anticipated Hire Date – July 1, 2013

1 FTE - Student Service Specialist - \$27,000, Benefits of \$15,600, Anticipated Hire Date- July 1, 2013

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The Retention and Graduation Specialist and Student Services Specialist will work closely with existing staff from the Advising Center, Financial Aid Office, Admissions and Records Office, faculty advisors, Advising Committee, Institutional Research, Information Technology Services (ITS), Instructional Technology Center (ITC), department chairs, faculty, and students.

The addition of staff dedicated specifically to implementing CSI's graduation initiative will help CSI understand and remove barriers to graduation, increase students' understanding of graduation requirements and SAP standards, and will ultimately help student graduate in a timely fashion.

Existing operations will be modified to emphasize completion from the first contact with the prospective student through completion of their educational program.

- c. List any additional operating funds and capital items needed.

Operational funding needed is approximately \$5,000 for travel and \$1,000 for office supplies and postage. These will be ongoing operational expenses.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

We anticipate the salaries and operational costs to be paid for by our General Fund appropriation.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request directly serves students. The emphasis has changed from access to completion. New federal financial aid regulations require student academic progress towards graduation or certification. In order to retain students, help them graduate in a

BUSINESS AFFAIRS AND HUMAN RESOURCES
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timely fashion, prepare them for gainful employment while meeting the needs of employers, we must to change the way we advise students and create a culture of program completion.

If this request is not funded, we will continue to try to increase completion rates with existing staff. However, due to increased enrollment over the last few years, we are advising several hundred more students with the same number of advising staff, which does not leave time to carefully analyze data and develop systems, resources, and tools necessary to significantly impact graduation rates. Due to new student academic progress requirements and the sheer number of students advisors and faculty have to see, it will be difficult to make a significant impact without a new position to lead this effort. Students will be impacted as will the institution if completion rates are not improved. Improved graduation rates also benefit our state and nation.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This was also our number 3 priority last year behind our number 1 priority Occupancy Costs and our number 2 priority STEM Initiative.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: North Idaho College

FUNCTION: Education

ACTIVITY: Academic Initiative – Dual
Credit – Complete College Idaho

Agency No.:

Function No.: 02

Activity No.:

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Revision No. **Revised**
from FY13

Dual Credit Partnership with Region One Schools					
A: Decision Unit No: 12.02	Title:		Priority Ranking 1 of 4		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3				3
PERSONNEL COSTS:					
1. Dual Credit Advisor and two Faculty	120,000				120,000
2. Benefits	42,000				42,000
3. 50 Mentors & 50 HS teachers	155,200				155,200
TOTAL PERSONNEL COSTS:	317,200				317,200
OPERATING EXPENDITURES by summary object:					
1. Travel	10,000				10,000
2. HS Faculty Develop/Workshops	20,000				20,000
3. Orientation/advising to DC students	5,000				5,000
TOTAL OPERATING EXPENDITURES:	35,000				35,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	352,200				352,200

Supports institution/agency and Board strategic plans:

1. Supports NIC Strategic Plan Goals to:
 - a. Improve and expand educational opportunities, programs, and courses for the student population and community.
 - b. Develop and expand opportunities for high school students enrolled through NIC, emphasizing professional technical and dual credit enrollment programs.
2. Supports SBOE Goals to:
 - a. Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

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- b. Complete College Idaho to have 60% of Idahoans age 25 – 34 attain a degree or certificate by 2020.

Performance Measures:

1. Increase the number of dual credit courses *taught by high school teachers* in Region One school districts, in the five northern counties of Idaho, until each high school has a set of core college classes to offer their students, regardless of size of the high school.
2. Increase the number of college credits earned by dual credit high school students with the goal of 12 – 24 credits earned by high school graduation. (1 - 2 college classes per semester during junior and senior years in high school).

Narrative Support:

The Dual Credit program at NIC has been predominantly an on-campus program. This limits access to students who do not have the ability to travel to campus and/or do not have the desire to leave their high school campuses during the school day.

NIC wishes to expand course offerings *in the high schools* so that each high school in the northern counties, regardless of the size of the high school, has the ability to offer a suite of core dual credit courses to eligible students. The emphasis will be on core courses required to attain an AA/AS/AAS degree or attain a minimum of 24 credits in core transfer classes in the areas of English, Communications, Chemistry, Biology, History, Political Science, Psychology, Sociology, Philosophy, Theatre, Art, Foreign Languages, and Physical Education.

Description:

The goals of the program include:

1. *Increase the number of college-level core classes offered in the high schools.*

Provide a suite of core college courses that can be taught *in the high schools* with 30% of high school students in the northern five counties of Idaho achieving 12 – 24 transferable college credits by high school graduation.

2. *Provide career and course advising to dual credit students.*

Dual credit students are advised by high school counselors on what college courses count for high school graduation, but they don't have advising on their career and college plans from campus experts. Providing the high school counselors and dual credit students with a campus advising expert on *high school requirements and the college* is needed to enable dual credit students to plan their career and college paths as they increase the number of college credits earned prior to becoming a regular student.

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3. *Increase the pool of high school teachers who can be dual credit instructors for NIC.*

The pool of eligible candidates to teach for NIC is based upon qualification standards. While high school teaching experience is valuable, graduate credits in the discipline are also needed to teach college-level courses. Funds are needed to reimburse graduate tuition for high school teachers in key areas such as English, History and Political Science.

4. *Guarantee college courses taught in the high school are college-level courses.*

Using standards from the National Association of Concurrent Enrollment (NACEP), mentor all high school teachers who become dual credit instructors, provide professional development opportunities for the instructors, and collect evidence that illustrates college-level rigor to become nationally accredited by NACEP within five years.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

NIC is requesting general funds for:

- a. 100 site visits - Regional travel for faculty mentors to go to high schools to work with dual credit instructors due to geographic diversity of high schools.
- b. 2 classes at UI rates - Tuition reimbursement for five high school teachers to take graduate classes in their disciplines to become eligible to teach college-level classes to grow the pool of instructors.
- c. Dual credit instructor workshops and professional development for dual credit instructors.
- d. Orientation and advising materials for dual credit students.

2. What resources are necessary to implement this request?

- a. List by position
 - i. 1 full-time Dual Credit Advising Specialist as lead contact for high school counselors and dual credit students to serve as a dual credit advisor who understands both the high school graduation requirements and college core transfer and/or degree seeking classes to be able to guide dual credit students. (benefit eligible,\$40,000 plus 35% benefits)
 - ii. 2 faculty positions in disciplines where NIC does not have adequate faculty to supervise dual credit instructors – Communications and

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Political Science for example. (benefit eligible, \$40,000 each plus 35% benefits)

- iii. 50 mentors - Payments to hire part-time faculty to replace full-time faculty in the classroom in order to provide permanent faculty mentors to the dual credit instructors. (50 x 1 credit equivalency payment)
- iv. 50 part-time dual credit instructors - Payments to high school teachers/districts for teaching dual credit classes. It is not cost effective to hire a teacher to teach a college course for a few students – funds need to offset the expense for remote schools with few students. (not benefit eligible, 50 x 1 credit equivalency x 3 credits)

b. Current HR resources supporting:

- i. 1 FT Dual Credit Coordinator will oversee the DC Advising Specialist with input from NIC's Advising Director
- ii. 6 Division chairs oversee the faculty, faculty mentors and DC instructors

c. Operating funds

- i. Travel for 50 mentors for HS - \$10,000
- ii. Staff development – tuition for 5 teachers, 2 classes - \$10,020
- iii. DC Instructor Workshops for HS teachers - \$10,000
- iv. Orientation/advising materials for dual credit students - \$5,000

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.)

a. General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Dual credit students of northern Idaho are being served by this request. It will enable them to develop a college plan by beginning their college classes in the high school prior to high school graduation. In FY11, 227 students were taught in the high schools in northern Idaho, whereas CSI taught 2,071 in the same year. NIC has the potential to increase dual credit students tenfold.

If this is not funded, the NIC effort to expand its dual credit offerings with teachers in the high schools will be severely limited in providing a core suite of courses. Only those high schools that can provide large numbers of students per class will be able to be served by the dual credit program and only in disciplines where adequate full-time faculty exist to serve as mentors. This means the program cannot offer a suite of core courses needed at the high school to provide a transferable curriculum.

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Rather the courses offered will be based on hiring high school teachers with already adequate qualifications to teach college classes for NIC and where the high school can generate enough students to cover the cost.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: North Idaho College
FUNCTION: Education
ACTIVITY: Establish a Veteran's Center

Agency No.:
 Function No.: 02
 Activity No.:

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A: Decision Unit No: 12.04		Title: Veteran's Center			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	44,400				44,400
2. Benefits	15,000				15,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	59,400				59,400
OPERATING EXPENDITURES:					
Establish M & O budget:					
Travel	1,500				44,400
Staff Development	4,000				4,000
Supplies	5,000				5,000
Memberships	1,000				1,000
Subscriptions	1,000				1,000
Misc.	5,000				5,000
TOTAL OPERATING EXPENDITURES:	17,500				17,500
CAPITAL OUTLAY by summary object:					
Computers	5,000				5,000
Printer	900				900
Workstation	3,000				3,000
Furnish Center	10,000				10,000
IT infrastructure (drops & phones)	1,000				1,000
TOTAL CAPITAL OUTLAY:	19,900				19,900
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	96,800				96,800

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Supports institution/agency and Board strategic plans:

This initiative is supported by both the State Board of Education Strategic Plan and North Idaho College's Strategic Plan:

State Board of Education Strategic Plan:

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

Objective A: Access - Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Objective C: Adult learner Re-Integration – Improve the processes and increase the options for re-integration of adult learners into the education system.

North Idaho College Strategic Plan:

THEME II: STUDENT SUPPORT

Goal 1: Improve student access.

Goal 2: Implement initiatives to increase student success

North Idaho College Core Accreditation Themes

The college mission is reflected in its three accreditation core themes:

Student Success: Provide access to an education environment that helps students attain their education goals.

Educational Excellence: Enhance quality educational opportunities that promote student success, teaching excellence, and lifelong learning.

Community Engagement: Enhance the quality of life for our students and communities.

Performance Measures: Performance will be measured by assessing the total number of veterans that attend NIC, the retention and completion of their educational goals and their satisfaction with their experience at NIC.

Narrative Support: The need for support of veterans returning to school is well documented. Many veterans are returning from combat with traumatic brain injuries, PTSD and other physical and emotional insults. They have been in the military system which has a different mindset and way of operating than academia and they need additional support to learn how to adapt to the educational world. The faculty and staff need training on the challenges that are unique to student veterans. The veterans need the opportunity to connect and support each other. They are used to the camaraderie of military life. There is a need for people and a physical location specific to their needs and to help them successfully transition and become more independent for their educational and job success. It is important that they can get accurate information regarding their Veterans' benefits for school and any others that they may be eligible to receive.

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Description: The goal is to have a veteran's center that would house the veteran's benefits coordinator, an academic advisor and a center where the veterans can connect and feel safe. In addition to the social aspect, the center would also have computers where they could study and perhaps develop a peer tutoring program. The staff would work together to maintain an environment that is welcoming and supportive of the veterans and understanding of their special needs. They would also assess the veterans needs for any additional services, any pre-college programs to help them improve skills that would add to their academic success (i.e. reading, math, writing). Additionally, the staff has to be knowledgeable of community and veterans services to support the veterans and refer them as needed.

Questions:

1. **What is being requested and why?** The money requested is to support hiring an advisor and furnishing a physical space. That includes computers for student stations as well as for the staff.
2. **What is the agency staffing level for this activity and how much funding by source is in the base?** We currently have a veteran's benefits coordinator who assists them in completing the necessary paper-work and knows the guidelines for the various choices of GI bills that the student may have as options.
3. **What resources are necessary to implement this request?** Funding is needed to hire an advisor and establish a dedicated area on our campus for Veterans.
4. **Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).**

One-time funding request is for \$19,300 to establish an office and center. Personnel funds of \$59,918 are requested to fund a full-time advisor with benefits. On-going M & O funding of \$17,500 is requested for supplies, memberships, training, and programming.

Once the Veteran's center is up and running we will actively seek out grants to support and expand services. We will also advocate for general fund support.

5. **Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?** The veterans who attend North Idaho College are impacted by this request. If this funding is approved, we will have the ability to better serve the veterans who attend NIC as well as provide a welcoming environment to those who would come here but might choose to go someplace else that is more "Vet Friendly." Additionally, the staff and instructors that serve the current vet students will be impacted by not having the appropriate training and support to help them help the students succeed.
6. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: North Idaho College
FUNCTION: Education
ACTIVITY: Expansion of Sandpoint
 Outreach Center

Agency No.:
Function No.: 02
Activity No.:

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A: Decision Unit No: 12.04		Title: Sandpoint Outreach			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.0				
PERSONNEL COSTS:					
1. Salaries	178,400				
2. Benefits	55,900				
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	234,300				
OPERATING EXPENDITURES by summary object:					
Desks, Chairs, Computers	20,000				
Increase Lease costs for add'l space	28,000				
Travel	5,000				
Office Supplies	5,000				
Janitorial Cost	10,000				
TOTAL OPERATING EXPENDITURES:	68,000				
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	302,300				

Supports institution/agency and Board strategic plans:

GOAL 3: Effective and Efficient Delivery Systems – *Ensure educational resources are used efficiently.*

Objective C: Administrative Efficiencies – Create cross institutional collaboration designed to consolidate services and reduce costs in non-competitive business processes.

Performance Measures: Number of collaborative projects and amount of cost savings.

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Narrative Support:

In the summer of 2012, North Idaho College relocated its Sandpoint Center to downtown Sandpoint. The expansion of the existing lease will allow the college to expand its program offerings to include theater arts programming, culinary arts and to offer enough space to cooperatively work with the University of Idaho and Lewis Clark State College to offer education beyond the two year level to the citizens of Bonner county and surrounding areas. The college was able, with the help of the local Sandpoint Urban Renewal District, to obtain increased education space at a lower cost than the former location. By relocating and expanding the center we are allowing citizens of North Idaho to have greater access with less travel to the educational opportunities provided by North Idaho College.

Description:

North Idaho College's Sandpoint Outreach Center can be expanded to provide a more comprehensive set of services to this important part of NIC's service area. The current space does not easily allow NIC to offer a variety of courses, either for credit or on the non-credit side. Expansion would allow enough classroom space to accommodate programs being requested by our constituents in the area. As the center is a former high school the location provides a large multipurpose room and theater area that can be used to expand class offerings.

In addition, the larger space will allow for us to house NIC's Area Agency on Aging Sandpoint offices offering seniors support through that agency in conjunction with courses specifically designed for seniors. The new Sandpoint Center is also across the street from the Sandpoint Center of North Idaho College's Head Start program. This location allows for additional synergies between the entities and their programs.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - a. NIC is requesting funds to lease additional space and hire additional staff to expand course offerings and student support services for students in Bonner County. Current staffing level for the Sandpoint outreach office includes a full time center assistant and two full time faculty plus additional part staff as needed.
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - i. Salary requests is for 1 full time benefitted faculty member, two full-time benefitted professional staff members (an academic advisor and a financial aid advisor) and one full time admission and registration support staff.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - i. n/a
 - c. List any additional operating funds and capital items needed.

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- i. Additional lease space was calculated at current cost of \$14/square feet for an additional 2,000 square feet. Other operating expenses include costs for computers, desks and other office necessities for the four new positions. Travel is for the additional staff members to go to local schools and businesses as well as to come to the main campus for training and collaboration. The janitorial costs are for an outsourced cleaning service estimated at \$5 per additional square foot per year.
- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.)
 - a. The funding source for this project would be General Funds.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
 - a. Students of Bonner County, Boundary County and Northern Kootenai County will have more course options and services available to them locally. This will also better serve dual credit students in the high schools in these counties as well as provide addition support to the AAA and HS outreach centers in the area. It will allow us to customize training programs for the adult workforce in Bonner County to better support local industries and those currently unemployed.
 - b. If the request is not funded, students in the above mentioned areas will need to continue to travel to the main campus for programs and student support services not currently offered in Sandpoint.
- 5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Community Colleges
FUNCTION: College of Western Idaho
ACTIVITY:

Agency No.: 507
 Function No.: 07
 Activity No.:

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A: Decision Unit No: 12.01		Title: Ensuring Student Success			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	43.00				43.00
PERSONNEL COSTS:					
1. Salaries	\$ 3,133,300				\$ 3,133,300
2. Benefits	\$ 1,687,200				\$ 1,687,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$ 4,820,500				\$ 4,820,500
OPERATING EXPENDITURES by summary object:					
1. Operating Expenditures	\$ 799,500				\$ 799,500
TOTAL OPERATING EXPENDITURES:	\$ 799,500				\$ 799,500
CAPITAL OUTLAY by summary object:					
1. Busses for shuttle operations	\$ 350,000				350,000
2. Purchase leases, existing buildings	\$ 991,100				\$ 991,100
TOTAL CAPITAL OUTLAY:	\$ 1,341,100				\$ 1,341,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$ 6,961,100				\$ 6,961,100

Supports institution/agency and Board strategic plans:

CWI Goal # 2: Develop Systems to Support Faculty and Staff

The College of Western Idaho will prioritize support for faculty and staff as a way to optimize effective practice in pedagogy and service to students which thereby maximizes student success.

Objectives

1. Make excellence in instruction and customer service a college priority through resource allocation, evaluations, and needed support and training.

Performance Measure: All faculty will meet or exceed the CWI hiring standards.

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Facilities - \$1,491,100

\$ 125,000 in Personnel Costs; 3 FTE

\$ 25,000 in Operating Expenses

\$ 1,341,100 in Capital Outlay

CWI would implement an intra- and inter-campus shuttle transportation system for students, faculty and staff, helping to alleviate parking and roadway congestion problems. The shuttle would interface with existing Valleyride routes.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

If this funding were provided, CWI would hire 10 new positions in Student Services, 30 faculty (plus additional adjunct faculty) in Instruction, and 3 positions in Facilities.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

As projected, existing human resources are not available to be redirected toward the new efforts described herein. Existing faculty and staff resources are being devoted to accommodating existing and projected enrollment growth. Existing support staff (accounting, payroll, human resources, etc.) would assist with accommodating the increased staff requested in this Line Item.

- c. List any additional operating funds and capital items needed.

None will be requested from the state. CWI will most likely be augmenting the Operating Expense costs for the shuttle transportation activity.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

All funds requested are State General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Student Services/Instruction/Facilities: all students, especially those requiring more intensive counseling, advising and remediation/tutoring services, will benefit from this request. Students, faculty and staff will benefit from a transportation shuttle system.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2013 budget request are not prioritized first. NA

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Community Colleges
FUNCTION: College of Western Idaho
ACTIVITY: Nursing Program Funding

Agency No.: 507
 Function No.: 07
 Activity No.:

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Nursing Program – Gen Fund					
A: Decision Unit No: 12.03	Title: Support			Priority Ranking 3 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	7.0				7.0
PERSONNEL COSTS:					
1. Salaries	366,100				366,100
2. Benefits	132,400				132,400
3. Group Position Funding	50,000				50,000
TOTAL PERSONNEL COSTS:	548,500				548,500
OPERATING EXPENDITURES by summary object:	30,000				30,000
TOTAL OPERATING EXPENDITURES:	30,000				30,000
CAPITAL OUTLAY by summary object:	2,000				2,000
TOTAL CAPITAL OUTLAY:	2,000				2,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	580,500				580,500

Supports institution/agency and Board strategic plans:

CWI Goal # 2: Develop Systems to Support Faculty and Staff

The College of Western Idaho will prioritize support for faculty and staff as a way to optimize effective practice in pedagogy and service to students which thereby maximizes student success.

Objectives

1. Make excellence in instruction and customer service a college priority through resource allocation, evaluations, and needed support and training.

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2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Seven positions are involved, all nursing faculty (total salary and benefits \$ \$98,500. The nursing faculty have 9.5 month appointments. All positions receive benefits. All seven positions are current employees of CWI. Group funds are being requested for Adjunct instructors, which will be used to augment full-time faculty.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

As noted above, all seven positions are currently employed by CWI. Existing operations will continue as planned. If additional state funding was approved, CWI resources would be freed up to assist with accommodating rapid enrollment growth.

- c. List any additional operating funds and capital items needed.

None will be requested.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

.All funds requested are State General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Nursing students at CWI will be directly served by these positions; CWI general education students will be indirectly served if State funds are directed to this purpose instead of having CWI operating funds used.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2013 budget request are not prioritized first.

CWI requested partial funding for this transition in the FY 2013 budget request, but Occupancy Costs were prioritized higher because the requested amount was greater than the nursing transition and the impact would have better benefitted the entire institution.

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AGENCY: Agricultural Research and Extension Service

Agency No.: 514

FY 2014 Request

FUNCTION: Agricultural Research & Extension

Function No.: 02

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 Original Submission X or

ACTIVITY:

Activity No.:

Revision No. ____

A: Decision Unit No: 12.01		Title: Operating Expenditures			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	1,000,000				1,000,000
TOTAL OPERATING EXPENDITURES:	1,000,000				1,000,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

Supports institution/agency and Board strategic plans:

Goal: Goal 3, Objective A

In order to meet society's critical needs in the area of agriculture, we must be able to adequately fund the operations of the ARES so that we can participate in the exchange of knowledge and resources and have a positive impact on Idaho and beyond.

Performance Measure: Align personnel costs with operating costs to achieve a balance that is sustainable.

Because ARES is severely underfunded in operating, we have qualified employees to conduct research and extension activities but lack the funding needed to allow them to succeed in their areas of expertise.

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Description:

The College of Agricultural and Life Sciences, its Idaho Agricultural Experiment Station and its Cooperative Extension System face a number of major program challenges in our responsibilities to serve the people of Idaho and meet the essential needs of the State's increasingly important agriculture industry. Among these challenges, several issues loom as extremely critical for Idaho's agriculture and constitute program areas for which we are inadequately invested in scientific and operational resources.

The costs of maintaining current operations increases annually due to inflation. ARES appropriated funding for operating budgets has not kept pace with inflation and in fact has been drastically reduced in recent years due to the poor economy. Because of this reduced funding our ARES base programs have suffered. Significant cost increases in travel, utilities, fuel, animal feed and agrichemicals, laboratory supplies, repair and maintenance of field and specialized laboratory equipment, and other expendable items have eroded our budget, along with the marked budget reductions, and decreased the college's ability to maintain minimally adequate support fund levels for college programs.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

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AGENCY: Ag Research and Extension

Agency No.: 504

FY 2014 Request

FUNCTION: Ag Research and Extension

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.02		Title: CEC increase for faculty and staff			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	463,400				463,400
2. Benefits	108,900				108,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	572,300				572,300
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	572,300				572,300

Supports institution and Board strategic plans:

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that

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impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 Ag Research and Extension salary budget of \$15,446,150. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital funds).

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is 100% state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our

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retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

- 5. If this is a high priority item, list reason non-appropriated Line Items from the prior year are not prioritized first.**

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Health Education Programs

FUNCTION: Wa-Id Veterinary Education

ACTIVITY:

Agency No.: 515

Function No.: 01

Activity No.:

FY 2014 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	11,300				11,300
2. Benefits	2,700				2,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	14,000				14,000
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	14,000				14,000

Supports institution and Board strategic plans:

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that

BUSINESS AFFAIRS AND HUMAN RESOURCES
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impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 WI salary budget of \$376,982. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital funds).

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is 100% recurring state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

- 5. If this is a high priority item, list reason non-appropriated Line Items from the prior year are not prioritized first.**

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Health Programs
FUNCTION: WWAMI Medical
Education

Agency No.:
515
Function No.:
02

FY 2014 Request

Page 1 of Pages
Original Submission X or
Revision No.

ACTIVITY: Strategic Initiative

Activity No.:

A: Decision Unit No: 12.01		Title: TRUST Program			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.80				.80
PERSONNEL COSTS:					
1. Salaries	70,000	70,000			140,000
2. Benefits	20,700	20,700			41,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	90,700	90,700			181,400
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	21,900	21,900			43,800
2. Travel					
3. IT					
TOTAL OPERATING EXPENDITURES:	21,900	21,900			43,800
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	112,600	112,600			225,200

Supports institution/agency and Board strategic plans:

Goal I: A WELL EDUCATED CITIZENRY –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

Objective A: Access – (SBOE) Set policy and advocate for increasing access; (WWAMI) recruit a strong medical student applicant pool for Idaho.

- **Performance measure:** the number of Idaho WWAMI medical school applicants per year, the number of funded medical student positions per

BUSINESS AFFAIRS AND HUMAN RESOURCES
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year, and the ratio of Idaho applicants per funded medical student position.

Objective B: Transition to Workforce - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho.

- **Performance measure:** Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.

GOAL 3: Effective and Efficient Delivery Systems – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- **Performance measure:** the number of WWAMI rural summer training placements in Idaho each year.

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- **Performance measure:** the number of WWAMI medical students completing clerkships in Idaho each year.

Objective C: Support and maintain interest in primary care medicine for medical career choice.

- **Performance measure:** Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.

Description:

This new program request is for five (5) additional positions for medical students in the Idaho WWAMI program, beginning in FY 14. More specifically, it is for five positions within a proposed **Targeted Rural and Under-Served Track (TRUST)** program, focused specifically on the physician workforce needs of Idaho's rural and underserved areas. **The goal of the TRUST program** is to provide an ongoing training connection between community workforce needs, medical education, and rural healthcare providers in Idaho. TRUST medical students will be specifically selected for their experiences and backgrounds in rural and underserved Idaho, and their commitment to returning to such communities to work as physicians where they are most needed. With a four-year curriculum that combines traditional medical training with additional classroom and clinical experiences developed around rural and underserved healthcare needs, TRUST students will develop long-term relationships with Idaho's rural communities and physicians. The TRUST program is designed to admit, educate, place, train, and retain local Idaho students as future Idaho physicians.

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Specific objectives of the TRUST program include:

- Increasing access to medical school for Idaho residents, by adding 5 new positions to Idaho WWAMI program specifically for TRUST program students
- Targeting admissions for Idaho TRUST students from rural and underserved backgrounds
- Developing scholarships for TRUST students to reduce debt load after medical school
- Targeting training experiences with rural communities in Idaho to develop ongoing relationships over the four years of medical school
- Increasing clinical training in Idaho, with increased exposure to healthcare systems, communities, and workforce needs in Idaho
- Targeting agreements with Idaho & WWAMI residency programs to accept TRUST students for advanced training in their specialty
- Increasing retention of Idaho medical students as physicians, especially in rural and underserved communities in Idaho, where physician workforce needs are greatest.

To accomplish these goals and objectives, the Idaho WWAMI program needs to be authorized and funded to admit five more students (new entering class total of 25 Idaho WWAMI students, Fall 2013), as well as the costs of educating these additional five students during the first year of medical school. This funding would come from a mix of General Fund appropriations and dedicated receipts (medical student tuition & fees). Specifically, new program costs are provided on page 1 of this request and would include:

1. Adding an Associate Director/TRUST Coordinator position (.8 FTE) to be filled by a local physician-educator (salary and benefits)
2. Operating expenses for educating the five additional medical students, including anatomy supplies and equipment, study resources, clinical instruction, and other program costs.

Justification for these costs include the unique, targeted focus of these additional seats, and the need for a dedicated physician faculty/administrator to provide development, coordination, and oversight of this program, its students, and its state-wide relationships with rural communities and physicians throughout Idaho. In addition to personnel requirements, any expansion in medical student enrollment would require a modest increase in operating expenses for teaching these additional students.

This request for increased WWAMI medical student positions, specifically for the TRUST program, would be an ongoing request. It requires a commitment to not only increased funding and medical students in year 1 (FY14), but also ongoing commitments in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation. Idaho WWAMI is currently at 20 students per year, or 80 total students in medical school. This request requires the addition of 5 students in the entering classes of FY14, FY15, FY16, and FY17, or 25 students per year, for a total of 100 Idaho WWAMI

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

students enrolled in medical school by FY17 (Fall 2016). This initial request is relatively small. The ongoing commitment to medical education, growing the Idaho WWAMI class from 80 to 100 students, is not a small commitment, but a necessary one for the future of Idaho communities.

This request also supports the recommendations of the State Board of Education's Medical Education Subcommittee from January, 2009; specifically, recommendations #2 (increased WWAMI students), #5 (admissions selection for rural and primary care interests), and #6 (ensuring rural training rotations in Idaho as a part of students' program).

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Health Education Programs

FUNCTION: WWAMI Medical Education

ACTIVITY:

Agency No.: 515

Function No.: 02

Activity No.:

FY 2014 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: CEC increase for faculty and staff			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	17,900				17,900
2. Benefits	4,200				4,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	22,100				22,100
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	22,100				22,100

Supports institution and Board strategic plans:

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 WWAMI salary budget of \$598,264. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital funds).

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is 100% state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

- 5. If this is a high priority item, list reason non-appropriated Line Items from the prior year are not prioritized first.**

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AGENCY: Health Education Programs

Agency No.: 513

FY 2014 Request

FUNCTION: ISU Family Medicine

Function No.:

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Residency

Original Submission X or

ACTIVITY:

Activity No.:

Revision No. ____

A: Decision Unit No: 12.01		Title: Increase Base Funding			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Operating support	61,100				61,100
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	61,100				61,100

Supports institution/agency and Board strategic plans:

GOAL THREE: Advance health sciences research and health professions education throughout the state to increase the quality of patient care, the number of practicing health care professionals, and to promote clinical and translational research.

OBJECTIVE 3.4: Expand postgraduate residency training programs throughout the state to meet increasing patient care and training needs.

Performance Measure: Number of ISU postgraduate residency and fellowship programs in medicine, pharmacy, dentistry, and other health professions.

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AUGUST 16, 2012

Description:

The mission of the ISU Family Medicine Residency (ISU-FMR) is to train physicians for successful rural family practice. The three-year program is a community-based, University-affiliated program designed to produce skilled, caring family practice physicians. The residency currently trains six residents per class and is expanding to seven residents per class.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The ISU-FMR is requesting \$61,100 in ongoing General Funds, which reflects a 7% increase, to provide additional base funding support for the program.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Not applicable.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing operations would benefit from new funding which would help compensate for reduced reimbursement rates and enable the program to continue to provide critical care to underserved populations.

- c. List any additional operating funds and capital items needed.

Not applicable.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Fund Source: Ongoing State General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

A core function of ISU-FMR is the provision of services to underserved populations in Idaho. Reimbursement for medical services has been declining, while program costs have been climbing. The ISU-FMR provides over \$2.2 million in medical services to Medicaid, Medicare, and the indigent. Approximately 50% of the \$3.5 million (or \$1.75 million) annual charges are written off to bad debt and contractual adjustments. The ISU-FMR staffs community services such as the Health Department, adolescent detention centers, prison services, free clinics and HIV clinics. The Indian Health Service, migrant workers, nursing

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home residents and the home-bound also receive medical support from the residents. Requested funding would help offset reduced reimbursement rates and enable ISU-FMR to continue to provide high quality care to underserved populations.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Family Medicine Residency of Idaho

Agency No.:

FY 2014 Request

FUNCTION:

Function No.:

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: Increase Base Funding			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	75,700				75,700
LUMP SUM:					
GRAND TOTAL	75,700				75,700

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

The Family Medicine Residency of Idaho (FMRI) 501(c)(3) is a three-year Family Medicine residency program established for the specific purposes of training outstanding family physicians for our community, state, and region and to serve the underserved. FMRI is also a Federally Qualified Health Center Look-Alike (FQHC Look-Alike) that operates five family medicine health centers in high need areas throughout Ada County. FMRI has 11 residents/year – 33 total. In addition, FMRI has two rural training tracks (Caldwell – 3 residents/year – 9 total) and Magic Valley (2 residents/year – 6 total)

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

FMRI is requesting \$75,700 in ongoing General Funds, which reflects a 7% increase, to provide additional base funding support for the program.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Not applicable.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing operations would benefit from new funding which would help compensate for reduced reimbursement rates and enable the program to continue to provide critical care to underserved populations.

- c. List any additional operating funds and capital items needed.

Not applicable.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Fund Source: Ongoing State General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

FMRI is the largest service provider for uninsured and underinsured in Ada County and the largest Medicaid provider in all of Idaho. Reimbursement for medical services has been declining, while program costs have been climbing. Requested funding would help offset

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

reduced reimbursement rates and enable FMRI to continue to provide high quality care to underserved populations.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Health Education Programs

FUNCTION: Psychiatry Residency

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

FY 2014 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Increase State Support			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	10,000				10,000
LUMP SUM:					
GRAND TOTAL	10,000				10,000

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

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Description:

The Idaho Advanced Clinician Track provides psychiatry residency training and practical experience in a variety of clinical settings. A major focus of the program is to teach psychiatrists how to become expert consultants for other physicians and healthcare providers. This clinician track prepares the next generation of psychiatrists to effectively diagnose and compassionately treat patients in multiple medical and community settings. Residents in the Idaho Advanced Clinician Track complete two years of training in Seattle in an academic university environment, followed by two years in the community setting of Boise, Idaho. Clinical rotations are designed to provide exposure to a wide variety of patient populations, increase levels of responsibility under supervision, and allow the resident to explore elective opportunities.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Psychiatry Residency program is requesting \$10,000 in ongoing General Funds, which reflects a 9% increase, to provide additional base funding support for the program.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Not applicable.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- c. List any additional operating funds and capital items needed.

Not applicable.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Fund Source: Ongoing State General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The third and fourth years in Boise focus on honing the resident's skills in consultation-liaison psychiatry and in outpatient treatment. Residents have outpatient clinics and supervision at the Family Medicine Residency of Idaho Outpatient Clinic, Boise VA Medical

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Center, and Boise State University Health Services. These rotations include treating selected outpatients over the full course of the third and fourth years, crisis intervention training, group and family therapy, outpatient substance abuse treatment, and public psychiatry. There is a strong emphasis on consultation liaison psychiatry on the medical and surgical wards of St. Luke's, St. Alphonsus, and the Boise VA, and on providing outpatient psychiatric consultation to family physicians and residents at the Family Medicine Outpatient Clinic. Each resident has the opportunity to work with outpatient chronic pain management, sleep medicine and movement disorders specialists.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Boise Internal Medicine

FUNCTION: Curriculum Support

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

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 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.01		Title: Boise Internal Medicine			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Curriculum Support	240,000				240,000
TOTAL OPERATING EXPENDITURES:	240,000				240,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	240,000				240,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective D: *Improve the ability of the educational system to meet educational needs and allow efficient and effective transition into the workforce.*

This is a request for vital curriculum support of the Boise Internal Medicine (BIM) residency program to allow training at rural and underserved sites in Idaho. BIM is a newly expanded three-year internal medicine residency of the University of Washington that is in a critical period of development. The formative years of a new program are crucial in establishing our reputation and focus. In March, we had a very poor intern match for the academic 2012-13 year and eventually filled with good candidates in the 'scramble'. When surveyed, the listed but not matched applicants identified limitations in outside rotations as one of their top three reasons for not coming to our program.

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Studies have demonstrated that having community-based rotations during internal medicine residency doubles the likelihood of intent to practice primary care, and significantly increases in-state retention. Our ability to provide these rotations to our first incoming class of interns has been hampered by the lack of state funding during the 2012 fiscal year. Continued lack of support from the state may jeopardize this programs ability to maintain a focus on rural and regional primary care internal medicine.

Performance Measure: *Percent of Boise Internal Medicine residency graduates practicing in Idaho.*

Benchmark: 50 percent

Description:

Expanding graduate medical education (GME or residency) training in Idaho has been identified as an educational and funding priority by the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08), the Legislative Medical Education Interim Committee (11/12/08), and the State Board of Education (1/26/09). The State Board of Education rank-ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations was: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise, and Idaho's colleges and Universities, the State of Idaho should promote and assist the funding of these programs."

Due to severe budgetary shortfalls the State of Idaho was unable to fund our requests the last two years. This resulted in our program having to restrict the very type of rotations (rural and underserved) that are unable to fund themselves but lead to increased interest in primary care practice and retention in Idaho.

The Department of Veterans Affairs is the major funder of the Boise Internal medicine residency. Support agreements have also been established with all other groups participating in the curriculum (Saint Luke's Regional Health Care System, Saint Alphonsus Regional Health Care System, University of Washington Medical Center, and Harborview Medical Center) to subsidize training within their systems. However, a small but critical portion of the curriculum is not funded by these mechanisms. Rotations at small non-affiliated offices such as dermatology, Terry Reilly Health Care System, and other community-based training sites go unfunded. These training experiences are critical to the attractiveness of the program, the completeness of training, and retention of newly trained physicians in the State of Idaho.

Our requested funding is calculated as follows: The best estimated cost of training a VA medicine resident for one year is approximately \$ 175,000. State funding for one four-week block of outside training per year (1/13 of the cost) would be \$13,500/resident. This request is for \$10,000 per resident, which covers salary, malpractice, and benefits during the rotation (we have no other way to cover this) and about half of the overhead required to support the rotation.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The legislature has demonstrated the importance of medical education to the state through their support of WWAMI and family medicine/psychiatry residencies. It is important to note that developing a graduate medical education infrastructure is the key to retaining providers and developing a medical education program.

Fiscal Year	# Residents	Amount/resident	Base	Request
FY2014	8 interns, 8 R2s, 8 R3s	\$ 10,000	\$ 240,000	\$ 240,000

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Special Programs
FUNCTION: Forest Utilization
Research

Agency No.: 516

FY 2014 Request

Function No.: 01

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ACTIVITY: Strategic Initiatives

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: FUR-Rangeland Center			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.50				1.50
PERSONNEL COSTS:					
1. Salaries	116,000				116,000
2. Benefits	32,000				32,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	148,000				148,000
OPERATING EXPENDITURES by summary object:					
1. Travel	25,000				25,000
2. Operating	20,000				20,000
TOTAL OPERATING EXPENDITURES:	45,000				45,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	3,000				3,000
TOTAL CAPITAL OUTLAY:	3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	196,000				196,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective B. Students will work in collaboration with industry, citizens and stakeholders off-campus on rangeland problems directly relevant to Idaho. The direct metrics of performance will be the number of undergraduate and graduate students in the Rangeland Center that are engaged in off-campus, integrative learning activities each year.

Goal 2, Objectives A & B: The Rangeland Center will take a leadership role in Idaho and address key research priorities that are established by an external board. The Center will leverage FUR support to increase extramural grants from non-state funds and will utilize an interdisciplinary approach to research. The Rangeland Center will

span several colleges on campus and by design is an interdisciplinary effort. The direct metrics of performance will be the number of non-state dollars generated by the center and the number of faculty from different colleges that are active in projects sponsored by the Rangeland Center.

Goal 3, Objectives A and B. Rangelands cover half of the State of Idaho and there are many problems that face Idaho rangelands such as wildfire, invasive species, loss of wildlife habitat, energy development and threatened and endangered species. The Rangeland Center will be very active in its outreach and engagement, extending applied research and existing knowledge to managers, ranchers and citizens that use rangelands. The direct metrics of performance will be the number of outreach projects in Idaho as well as results from standard assessment tools used to understand the effectiveness the Center's outreach projects.

Description:

Advancing the Rangeland Center at the University of Idaho by expanding the Idaho Forest Utilization Act.

Rangelands are vast natural landscapes that cover nearly half of Idaho. These grasslands, shrublands, woodlands and deserts produce a wide variety of goods and services including livestock forage, wildlife habitat, water resources, wildland recreation, open space, and ecosystem services such as water purification and carbon sequestration. Our ability to serve current and future generations will be influenced by our understanding of rangelands because these lands are vital to the ecological and economic health of Idaho.

Rangelands influence the lives and livelihoods of nearly all Idahoans because 90% of Idaho citizens live in places that are currently rangeland or cropland that once was rangeland (i.e., Boise, Twin Falls, Idaho Falls, and Pocatello). The economy of Idaho also depends heavily on rangelands as 65% of the total land area of Idaho is grazed by domestic cattle and sheep that support rural communities and agricultural enterprises. Rangelands are vitally important for recreation as landscapes for fishing, hunting, hiking, biking, horseback riding, and off road vehicle use.

Historically, rangelands were valued mostly for ranching, hunting and mining. Today, changes in the way we use rangelands and environmental conditions threaten the strength and integrity of rangelands. These threats take shape as unsustainable grazing practices, damaging fire regimes, infestations of invasive plants, landscapes fragmented by human development and destructive recreational activities. Advancing rangeland science and management in the current context of ecological and societal change will require newly integrative thinking and innovative practices to maintain and restore these lands and the human communities that rely on them.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The University of Idaho has created a Rangeland Center that brings together researchers and extension professionals throughout Idaho to address the modern challenges of rangeland management. The Rangeland Center was recognized this legislative session under the FOREST, WILDLIFE AND RANGE EXPERIMENT STATION Chapter, Chapter 7, Title 38, of the Idaho Code, in a new Section 715. Faculty and staff in the U-Idaho Rangeland Center will partner with ranchers and land managers to conduct applied research and develop outreach that builds rangeland understanding. The College of Natural Resources at the University of Idaho is requesting an increase in budget of \$192,960 Forest Utilization Research (FUR) budget to support establishment of the U-Idaho Rangeland Center.

2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

We are requesting the following resources:

Partial salary support (1/2 FTE) for the **Director of the Rangeland Center**. This person will be a tenured professor who conducts rangeland research, teaches courses and workshops focused on rangelands, and directs the faculty and staff of the Rangeland Center. The other half of the Center Directors salary will be provided by the College of Natural Resources.

Salary (1 FTE) for an **Outreach Coordinator** who will organize and promote the activities and outputs of the Rangeland Center. The outreach coordinator will assist Center Director and faculty members to develop workshops and symposia, articles for popular media, and extension publications.

Salary for two **graduate students** (20 hours/week) to conduct relevant applied research directed by rangeland center faculty. Research projects will focus on topics that have been identified in the Center's strategic plan with input from a stakeholder advisory committee.

Operating expenses for research including basic field equipment and electronic field tools such as palm top computers, GPS, and digital cameras to support research and monitoring projects. Operating expenses are also requested develop outreach documents, web pages, workshops, symposia and field tours to increase understanding of contemporary issues affecting rangelands.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Travel funds for the Center Director, Outreach Coordinator and Center faculty members to conduct research projects, outreach activities, and attend stakeholder meetings.

Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- b. List any additional operating funds and capital items needed.

Researchers and educators from seven departments, three colleges, and the University of Idaho Extension are coming together to implement an interdisciplinary research, education and outreach program focused on creating science and solutions for rangelands. The U-Idaho Rangeland Center will build on existing partnerships and create opportunities for new collaborations to advance the study and management of rangelands in Idaho and the region.

- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The work of the Rangeland Center and the requested resources will directly serve managers and owners of rangeland in Idaho. Research and outreach activities will empower rangeland users and managers with skills and tools to sustain and improve rangeland health and productivity. Ranchers, recreationists, and rural communities in Idaho benefit from productive rangelands that support economic enterprises, vigorous wildlife populations, weed-free landscapes, fertile soils and clean abundant water.

- 5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

This request was made last year and remains our highest priority.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Special Programs

FUNCTION: Forest Utilization Research

ACTIVITY:

Agency No.: 516

Function No.: 01

Activity No.:

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A: Decision Unit No: 12.02		Title: CEC increase for faculty and staff			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	10,200				10,200
2. Benefits	2,400				2,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	12,600				12,600
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	12,600				12,600

Supports institution and Board strategic plans:

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 FUR salary budget of \$340,285. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital funds).

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is 100% state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Special Programs

FUNCTION: Idaho Geological Survey

ACTIVITY:

Agency No.: 516

Function No.: 02

Activity No.:

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A: Decision Unit No: 12.01		Title: CEC increase for faculty and staff			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	15,100				15,100
2. Benefits	3,500				3,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	18,600				18,600
OPERATING EXPENDITURES by summary object:					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	18,600				18,600

Supports institution and Board strategic plans:

Goal 1 Objective 1: To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty and staff; continue the development of career advancement, professional development; and a compensation system that recognizes and rewards knowledge, skills and productivity.

Description:

The University of Idaho is a major economic engine for the state of Idaho and its faculty and staff generate more than \$930 million in annual economic impact statewide, through their activities of research, outreach and instruction. Our ability to generate that impact is critically dependent on the quality of faculty and staff we are able to recruit and retain.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The 2% CEC for FY13 has started the university down the road to being able to retain and recruit the necessary human resources needed to maintain the economic momentum of our efforts. Enterprising institutions nationwide are seeing the current economic environment as the time to make key investments in hiring the best and the brightest away from other institutions. A continued commitment by the state in the form of a salary raise in FY14 will help forestall those sorts of raids on our best individuals – the very individuals having the most significant impact on the Idaho economy.

The University of Idaho is requesting a CEC increase for FY 2014 in the amount of 3% of the estimated FY 2013 IGS salary budget of \$501,710. Salary enhancements of 3% would enable the University of Idaho to be more competitive when attracting faculty and staff thereby improving the instruction, research, and public service functions of the institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A base salary increase of 3% - in order to maintain the high quality faculty and staff currently in place at the University and to provide evidence of a fiscally viable environment as we try to recruit the best and brightest to join us here at the University of Idaho

2. What resources are necessary to implement this request?

Permanent state general funds from the state appropriation to cover the full 3% increase (no additional positions, redirection of existing human resources or operating/capital funds).

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This request is 100% state general funds (no one-time funds).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request impacts all employees at the University of Idaho. Despite the 2% CEC in FY13 the University continues to fall further and further behind peer institutions in the salary of its faculty and staff and it is becoming increasingly difficult to attract outstanding candidates to fill available positions. If the request is not funded, our retention and recruitment efforts will become more difficult and our ability to fulfill our role in energizing the Idaho economy will be reduced.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Special Education Programs

FUNCTION: Scholarships and Grants

ACTIVITY:

Agency No.: 516

Function No.: 03

Activity No.:

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A: Decision Unit No: 12.01		Title: Opportunity Scholarship			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	449,300				449,300
LUMP SUM:					
GRAND TOTAL	449,300				449,300

Supports institution/agency and Board strategic plans:

Category: New/Expanded Programs

Title: Opportunity Scholarship Programs

The Opportunity Scholarship is Idaho's primary need-based scholarship. It is designed on a shared responsibility model with state dollars being the "last dollars". This means that a student must apply for federal aid, and have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY07 and FY08, the initial years of this program, \$10 million dollars was put into an endowment fund and \$1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009

BUSINESS AFFAIRS AND HUMAN RESOURCES
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academic years. Approximately 700 students each year have received this renewable scholarship with the majority of students receiving the maximum award of \$3,000. Unfortunately, as a result of the financial difficulties during the last few years, funds were not available to fund neither the endowment nor the ongoing scholarships. The Board was permitted to use the earnings from the endowment and \$1,000,000 from the corpus for FY10, FY11 and FY12.

For FY13, the federal scholarship programs for Leveraging Educational Assistance Partnership (LEAP) and Special Leveraging Educational Assistance Partnership (SLEAP) were discontinued which also eliminated the state component for those scholarships. The \$711,700 of State General Fund appropriation allocated for LEAP and SLEAP was reallocated to the Opportunity Scholarship (\$550,700), Grow Your Own (\$56,000), and Minority at Risk (\$105,000). This request is for \$449,300 from the State General Fund to increase total ongoing funding for the Opportunity Scholarship program to \$1,000,000 in funding scholarships for fiscal year 2014.

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AGENCY: Special Programs
FUNCTION: Scholarship & Grants
ACTIVITY:

Agency No.: 501
 Function No.:
 Activity No.:

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A: Decision Unit No: 12.01		Title: Scholarship Program Manager			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries	40,300				40,300
2. Benefits	14,700				14,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	55,000				55,000
OPERATING EXPENDITURES by summary object:					
1. Operating support					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	55,000				55,000

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

Objective A: Access - Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

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Description:

The Office of the State Board of Education (OSBE) has been charged with managing scholarships authorized and funded by the Legislature. However, with the exception of the Opportunity Scholarship, no funding has been provided for scholarship management. OSBE has internally allocated resources to manage the scholarships, but budget cuts over the past several years have significantly eroded the funding available for this critical function. Scholarship management has become largely an unfunded mandate for the agency.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Ongoing General Funds in the amount of \$55,000 is requested to partially support an existing Scholarship Program Manager position. The position is currently funded with 76% soft money (i.e. federal grants and indirect costs). This funding request would provide funding sufficient to move the position to 100% ongoing funds.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The position is already established and filled.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Program management activities include, but are not limited to, promoting and disseminating information about scholarship programs, processing and reviewing applications, verifying eligibility, processing payment, and tracking and reporting program data. The effort to provide these services is significant. Existing operations would benefit by providing certainty in funding for a mission critical position.

- c. List any additional operating funds and capital items needed.

None.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Fund source: ongoing General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

OSBE manages almost \$8M in scholarships for Idaho postsecondary students. More than 8,000 students receive state scholarships each year. If this request is not funded, OSBE will continue to manage the scholarship programs to the best of its ability, but if and when soft money currently used to support the position goes away, it will clearly be detrimental to the state's scholarship programs and the thousands of students it serves.

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5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

AGENCY: Office of the State Board of Education

FUNCTION: OSBE Administration
 ACTIVITY: Board approved category

Agency No.: 501
 Function No.: 01
 Activity No.:

FY 2014 Request of ____
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Director of Institutional Research					
A: Decision Unit No: 12.01		Title: Research		Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	76,800				76,800
2. Benefits	24,200				24,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	101,000				101,000
OPERATING EXPENDITURES by summary object:					
1. Travel	6,000				6,000
TOTAL OPERATING EXPENDITURES:	6,000				6,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	107,000				107,000

Supports institution/agency and Board strategic plans:

Goal 3: Effective and Efficient Delivery Systems

Objective B: Data-driven Decision Making - Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

The Office of the State Board of Education requests 1 FTP and associated funding to recruit and fill a new position of Director of Institutional Research.

In accepting American Recovery and Reinvestment Act State Fiscal Stabilization Funds in 2009, the State agreed to certain education reform assurances. Of the four assurances, the second was that the State would establish a longitudinal data system. OSBE's Technology Program Manager has developed a P-20 to workforce statewide longitudinal data system (SLDS). This significant IT project was undertaken without any new or additional appropriated funding. Its development is on-time and on budget.

With the phased-in implementation of the SLDS, OSBE has identified the need for significant data and program analytics. In particular, a management level position overseeing data quality and predictive analytics is a necessary resource for the Board in order to make thoughtful and strategic decisions related to its 60% Goal and Complete College Idaho Plan.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

One FTP and \$107,000 in ongoing General Funds for a Director of Institutional Research to provide sophisticated data analytics to the Board and its staff. There is no current base funding for this position.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Director of Institutional Research, Pay Grade O, full-time, benefit eligible, date of hire: 7/1/2013

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing human resources will be redirected to this new effort. Existing operations will be enhanced with this new skill set.

- c. List any additional operating funds and capital items needed.

\$6,000 in ongoing operating expenses for travel and professional development.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Fund source is ongoing General Funds.

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The State Board of Education, and the public schools and institutions under the governance of the Board, will benefit from data analytics in support of strategically increasing postsecondary access and success.

In addition, the Legislature, other state agencies, businesses and other entities in the state are increasingly relying on good data to make decisions. The education system is the biggest state investment and the largest data source in the state. Good analysis is essential to making these data effective and available.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Not applicable.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Idaho Public Television
FUNCTION: Idaho Public Television
ACTIVITY:

Agency No.: 520
 Function No.: 01
 Activity No.:

FY 2014 Request
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Idaho Legislature Live / Multimedia Personnel					
A: Decision Unit No: 12.01	Title:			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS - 4000:					
1. Salaries	75,900				75,900
2. Benefits	34,900				34,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	110,800				110,800
OPERATING EXPENDITURES - 5000 by sub object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY - 6000 by sub object:					
1. 6401 - Computers (2 laptops)	2,200				2,200
2. 6701 - Office equipment	3,500				3,500
TOTAL CAPITAL OUTLAY:	5,700				5,700
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	116,500				116,500

How connected to institution/agency and Board strategic plans:

Goal 1 SBoE Goal 1 is a well-educated citizenry. IdahoPTV objectives to meet this goal include: 1) provide access to IdahoPTV new media content to citizens anywhere in the state, which support citizen participation and education, 2) contribute to a well-informed citizenry and 3) provide relevant Idaho-specific information.

Description:

As a result of S1491 (2006), IdahoPTV was directed to oversee (in partnership with Legislative Services and the Department of Administration), Idaho Legislature Live coverage on the Web and broadcast.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Idaho Legislature Live currently includes gavel-to-gavel video coverage of the Idaho House, Senate, Joint Finance-Appropriations Committee (JFAC), House/Senate Auditorium, and live audio coverage of legislative committee rooms.

Since its inception, IdahoPTV has entirely self-funded the personnel and operational costs required to provide Idaho Legislature Live coverage.

IdahoPTV requests two positions to assist with this expanded coverage and to be available to enhance our new media activities at times when Idaho Legislature Live is not active. We believe that it is only reasonable that the state assist with a portion of the operational costs for this service that benefits citizens statewide. IdahoPTV will continue to provide additional in-kind personnel and basic operating cost to enable Idaho Legislature Live coverage, including: production management, engineering maintenance, website management and information technology support. We cannot maintain the current level of service indefinitely.

When Idaho Legislature Live functions are not active, the requested positions will work on educational IdahoPTV new media initiatives including content creation and archiving of content.

Questions:

1. What is being requested and why?

For the first years of coverage, no state funds were made available to cover the personnel costs associated with the Idaho Legislature Live coverage. These activities were funded with non-state resources. We request these funds to ensure sustainability of the expanded Idaho Legislature Live.

What is the agency staffing level for this activity and how much funding by source is in the base?

N/A

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full- or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Web Developer, pay grade L, full-time, classified, anticipated hire date July 1, 2013, salary cost estimated at \$46,800; benefited with benefit costs estimated at \$19,350, position on-going.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

PTV Digital Broadcast Systems Operator, pay grade I, full-time, classified, anticipated hire date July 1, 2013, salary cost estimated at \$29,100; benefited with benefit costs estimated at \$15,550, position on-going.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

If funded, IdahoPTV will continue to redirect the efforts of the following personnel to this effort:

- Broadcast System Operator: To supervise the requested two positions
- IT Systems Supervisor: To maintain current IT systems
- Broadcast Maint. Engineer: To maintain current camera systems
- Production Manager: To supervise the project

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

General Fund per matrix on page 1.

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The entire population of Idaho will benefit. Idaho Legislature Live is available via digital television and the Web.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

SUBJECT

FY 2014 Capital Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.c.

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

BACKGROUND/DISCUSSION

The capital projects request process is separate from the line item budget request process. The Permanent Building Fund Advisory Council (PBFAC), which is staffed by the Division of Public Works (DPW), has several major areas of focus: new, renovated or remodeled projects; Americans with Disabilities Act (ADA) projects; asbestos abatement/removal, and building demolition.

The annual capital project funding request process begins with DPW issuing a letter to agencies and institutions each spring requesting that they submit their project funding needs. DPW staff works with the agencies and institutions over the summer months to finalize requests. The State Board of Education also concurrently reviews and makes recommendations on major capital projects to PBFAC. DPW staff produces a fiscal year request notebook provided to PBFAC in early September. Agencies and institutions present their requests to PBFAC in early October; and at its November business meeting the Council reviews DPW staff funding recommendations and takes action on them. Between the October and November PBFAC meetings, DPW staff reviews the agency presentations and consults with agencies and institutions to clarify issues. DPW staff then goes through a process of deciding which projects should be funded and what the Permanent Building Fund (PBF) allocations should be for each requesting agency and institution. Also, in the month of October, the Division of Financial Management (DFM) informs DPW of the anticipated revenue amount for the fiscal year's funding. This sum is the basis for DPW staff's allocation recommendations which are presented to the PBFAC at its November meeting. Following the PBFAC's review and approval of its funding recommendations for the next fiscal year, DPW staff forwards those recommendations to DFM and the Legislative Services Office for inclusion in their respective budget publications. The Governor makes a recommendation regarding major capital projects to the Legislature. The Legislature appropriates funds to DPW for specific major capital projects and funding for general alterations and repairs, and other projects statewide.

In recent years the Board has not always chosen to prioritize or recommend new capital facilities to the PBFAC. Several times the Board has instead recommended that all funding efforts be directed primarily toward alterations & repairs, asbestos abatement, and other non-major capital items.

Institutions and agencies have prepared and submitted their FY 2014 capital budget requests to the Board office and DPW, as shown on Page 5.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

IMPACT

Only Board-approved major capital projects can be forwarded to the PBFAC. The PBFAC, Governor and Legislature will then be informed of the Board's emphasis based upon the priorities indicated (if any) at the Board's discretion.

Board policy V.K. now requires institutions and agencies to bring their six-year capital construction plan to the Board for review and approval at its regularly scheduled August meeting. The plan shall span six fiscal years going forward starting at the fiscal year next. The plan only includes capital projects for which the cost is estimated to exceed one million dollars (\$1,000,000) without regard to the source of funding. Board approval of a plan will constitute notice to the Board that an institution or agency may bring a request at a later date for approval for planning and design for one or more of the projects in their approved plan. The six-year capital construction plans are included in this agenda for Board approval.

ATTACHMENTS

Attachment 1-FY14 Major Capital Request Summary	Page 5
Attachment 2-Boise State University Six-year Plan	Page 7
Attachment 3-Idaho State University Six-year Plan	Page 8
Attachment 4-University of Idaho Six-year Plan	Page 9
Attachment 5-Lewis-Clark State College Six-year Plan	Page 10
Attachment 6-Eastern Idaho Technical College	Page 11
Attachment 7-Capital Project Summaries for agencies & institutions	Page 13

STAFF COMMENTS AND RECOMMENDATIONS

Projects listed on the following schedule have been prioritized by each institution or agency. Many of these projects were included in the FY 2013 institution request list.

The Board may recommend some or all of the projects to the Permanent Building Fund Advisory Council for consideration at its October 2012 meeting, or recommend no major capital funding for FY 2014 and have the PBFAC concentrate on alterations and repairs and other non-major capital projects. Previous discussions of the Board have concluded that a project's past ranking on any list should not influence future decisions about where that project should be ranked.

Another option available to the Board is to recommend a portion of a project or projects, for planning and design in FY 2014.

The community colleges' six-year capital construction plans are not included because those projects are approved by their local boards.

BOARD ACTION

I move to recommend to the Permanent Building Fund Advisory Council the major capital projects on page 5 for consideration in the FY 2014 budget process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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OR

I move to recommend to the Permanent Building Fund Advisory Council the following major capital project(s), in priority order, for consideration in the FY 2014 budget process.

- | | | |
|----|-------|-----------------------------|
| 1. | _____ | [select from Tab 4, Page 5] |
| 2. | _____ | " |
| 3. | _____ | " |
| 4. | _____ | " |

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

I move to recommend no major capital funding for FY 2014 and have the Permanent Building Fund Advisory Council concentrate upon Alterations and Repairs and other non-major projects.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the six-year capital construction plans for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

State Board of Education
FY14 Major Capital Request Summary
(\$ in 000's)

Board	Priority	Institution/Agency & Project	Detail Page	Total Project Cost		FY 2014 Request
				Perm. Building Fund	Total Funds	
		Boise State University				
1						
2	1	Institute for Arts & Humanities Building (planning/design)	13	1,800.0	1,800.0	1,800.0
3	2	Physical and Material Science Building (planning/design)	17	1,800.0	1,800.0	1,800.0
4	3	College of Business/Econ. Building (renovate/repurpose)	21	1,500.0	1,500.0	1,500.0
5		Idaho State University				
6	1	Anatomy/physiology/neuroanatomy lab at ISU-Meridian	25	2,500.0	3,914.6	2,500.0
7	2	Beckley Nursing Asbestos Mitigation	27	1,100.0	1,100.0	1,100.0
8	3	Eli Oboler Library	28	6,000.0	6,000.0	6,000.0
9	4	Holt Area/Install synthetic practice field for football	29	-	1,100.0	-
10		University of Idaho				
11	1	Integrated Research and Innovation Center	31	5,000.0	47,800.0	5,000.0
12	2	Northern Idaho Collaborative Ed. Facility (UI, LCSC, NIC)	43	8,420.8	12,420.8	4,000.0
13		Lewis-Clark State College				
14	1	Northern Idaho Collaborative Educ. Facility (see above)	43			
15		North Idaho College				
16	1	Northern Idaho Collaborative Educ. Facility (see above)	43			
17	2	Professional-Technical Building	47	12,000.0	12,000.0	12,000.0
18		College of Western Idaho				
19	1	Health Sciences Building	49	33,750.0	33,750.0	33,750.0
20	2	Nampa Campus Master Plan (Phase II)	50	210.0	210.0	210.0
21						
22		Total		\$ 74,080.8	\$ 123,395.4	\$ 69,660.0

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

SIX YEAR CAPITAL IMPROVEMENT PLAN
FY 2014 THROUGH FY 2019
(\$ in 000's)

Institution: Boise State University

Project Title	Est. Cost	Prev. Fund.	FY2014			FY2015			FY2016			FY2017			FY2018			FY2019		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
Arts and Humanities Institute - Planning and Prelim. Design	1,800		1,800		1,800															
Science & Research Building 2nd of 4 building science complex) Planning & Preliminary Design	1,800		1,800		1,800															
Former Business Building Planning & Programming	1,500		1,500		1,500															
Alumni Center (comprehensive campaign)	12,000				12,000															
Main Geo Building Renovation	5,800				5,800															
Science & Research Building 2nd of 4 building science complex) Design and Construction	62,000					31,000		31,000			62,000									
Bronco Stadium Expansion and Improvements	28,000							28,000			28,000									
Science & Research Building (3rd of 4 building science complex)	70,600					600		600			35,000			70,000						
Arts and Humanities Institute - Design and Construction	40,000								40,000		40,000									
Parking Structure (1500 space @ 16,000)	24,000								24,000		24,000									
Administrative Services Building	23,000								1,000		1,000			22,000			22,000			
Health Sciences Building	30,500														30,500		30,500			
New Student Housing (600 beds @ \$40,000)	36,000														36,000		36,000			
American Kinesiology Multi-Use Facility	25,000																			
	360,200	0	5,100	17,800	22,900	31,600	59,000	90,600	65,000	0	65,000	57,000	35,000	92,000	66,500	0	66,500	25,000	0	25,000

Other, not currently scheduled, priorities

YFRP - Phase 2 (KBSU Production) and Site Improvements	3,000
Special Events Center Upgrade	3,000
Science Building Improvements for Research	6,000
Downtown Partnership Developments	not defined
Potential West of Capitol Partnership Development	not defined
Demo Facilities Vacated by CWI (Applied and Mech Tech Bldg)	2,200
Develop Recreation Fields and Campus Quad Spaces	4,700
Construction Management Building	2,500
Student Union Food Service Expansion	1,000
Engineering & Technology Room 103 & 110	1,500
	<u>20,900</u>

Idaho State **UNIVERSITY**

DPW FY 2014 Request

Six Year Capital Improvement Budget Request

Description	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
ISU Meridian – Anatomy & physiology labs/cadaver room phase III (Agency to fund \$1,414,554)	3,914,554					
Beckley Nursing – Asbestos mitigation, ceiling system and lights.	1,100,000*					
Oboler Library - replace HVAC/duct work, ceiling, seismic compliance	6,000,000*					
Holt Area. Install synthetic practice field for football (Agency to fund \$1,100,000)	1,100,000*					
ISU Meridian Anatomy and physiology labs/cadaver room phase IV (Agency to fund \$1,000,000)		2,120,149				
Complete renovation ISU-Meridian build out		12,420,000*				
Remodel LEL second floor for additional labs		1,050,000*				
Campus Housing Renovations & Remodeling		10,000,000*				
New Museum of Natural History		22,444,000*				
College of Business - Modernization			25,000,000*			
Engineering Research Complex Renovation - Phase 3			2,036,000*			
Renovation/Addition of Life Sciences				40,885,920*		
Reroute campus traffic					8,000,000*	
Addition to Beckley Nursing						14,208,000*
Addition to College of Engineering						12,000,000*
Renovation of College of Business – front entry						1,300,000*
(6 year outlay total = \$163,578,623)	12,114,554*	48,034,149*	27,036,000*	40,885,920*	8,000,000*	27,508,000*

***Some Projects with no F.F.E. money**

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN (Major Capital Projects)
FY 2014 THROUGH FY 2019
 (\$ in 000's)

Institution: University of Idaho	Project Title	Est. Cost	Prev. Fund.	FY 2014			FY 2015			FY 2016			FY 2017			FY 2018			FY 2019		
				PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
	Administration Building HVAC System Improvements DPW 12-232 (FY2012 PBF A&R Category)	984	984	In Const. as of 1 Jul 12																	
	City of Moscow Intermodal Transit Center	1,300	1,300	In Const. as of 1 Jul 12																	
	Noodle Building HVAC System Improvements DPW 12-233 (FY2012 PBF A&R Category)	776	776	In Design as of 15 Aug 12																	
	Noodle Building Renovations & Improvements	1,824	1,824	In Design as of 15 Aug 12																	
	Student Union Building Second Floor Renovations	1,300	1,300	In Feasibility as of 1 Jul 12																	
	College of Education Student Envelope Repair	1,198	198	1,000		1,000															
	Integrated Research and Innovation Center #	47,000	0	5,000		5,000			21,500	21,500		21,200			21,200						
	Northern Idaho Collaborative Education Facility	12,421	421	4,000	2,000	6,000			4,000	2,000	6,000										
	Idaho Law Learning Center, Boise *	7,500	3,500	4,000		7,500															
	Admin Bldg Entry Foyer & Stair Life Safety Imp & Renovations	920	0				920														
	Union Engineering Building HVAC Upgrade, Ph 3	928	0				928														
	Education Building Renovation and Asbestos Remediation	15,000	0				15,000		15,000												
	White Hall Center for Livestock and Environmental Studies (HOLEB)	35,000	0						35,000	35,000											
	Buchanan Engineering Lab Life Safety Improvements, Phase 2	927	0							927											
	Life Sciences South HVAC Upgrades, Phase 3	1,059	0							1,059											
	Administration Building HVAC, Phase 2	1,110	0										1,110								
	Gibb Hall HVAC, Phase 2	1,057	0										1,057								
	Administration Building Exterior Envelope Repair	928	0										928								
	Gibb Hall HVAC, Phase 3	1,110	0												1,110						
	Kaiser Avenue Extension Repairs and Replacing	796	0												796						
	Art & Architecture Interdisciplinary Studio Facility #	3,500	0																		
	CALS Lab, Classroom & RE Improvements #	1,000	0																		
	Coll. of Law Expansion & Improvements, Moscow #	1,100	0																		
	Chemistry & Physics Lab Improvements #	1,000	0																		
	Library Special Collections and Archives #	1,000	0																		
	Varsity Soccer Pitch Upgrade	2,000	0																		
	ROTC Facility	3,000	0																		
	ASU Mobile Activity Center Seating Expansion #	27,000	0																		
	Events Pavilion #	70,000	0																		
		283,335	30,298	13,000	2,000	18,500	5,845	73,550	57,849	1,980	0	1,980	3,096	0	3,096	1,900	0	1,900	0	0	0

* PBF Request is under auspices of Department of Administration

Project is a component of the current Capital Project Development Campaign. Project schedule is TBD and dependent upon fundraising success.

SV Facility Capital Planning/Capital Budget FY 14 State Request Six Year Plan (Set C) FY 2014 Six Year Plan *

**CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2014 THROUGH FY 2019
CAPITAL IMPROVEMENTS**

AGENCY: Lewis-Clark State College							
PROJECT DESCRIPTION/LOCATION	FY 2014 \$	FY 2015 \$	FY 2016 \$	FY 2017 \$	FY 2018 \$	FY 2019 \$	
North Idaho Collaborative Education Facility	[see note]	[see note]					
Upgrade Administration Bldg (Phase II)			\$2,000,000				
Upgrade Spalding Hall				\$3,000,000			
Upgrade Sam Glenn Complex					\$2,500,000		
Replace International Programs Bldg						\$2,000,000	
TOTAL	[see note]	[see note]					

Note: LCSC, UI, and NIC are requesting \$4M from PBF in FY14 and \$4M in FY15 (and will provide another \$4M in agency funds) to build a joint student support/classroom facility on a site provided by North Idaho College.

**CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2014 THROUGH FY 2019
CAPITAL IMPROVEMENTS**

AGENCY: EASTERN IDAHO TECHNICAL COLLEGE

PROJECT DESCRIPTION/LOCATION	FY 2014 \$	FY 2015 \$	FY 2016 \$	FY 2017 \$	FY 2018 \$	FY 2019 \$
New Construction - Energy System Technology Building					\$4.5 M	
Expanded Construction - Phase 2 of Health Care Education Building						\$6 M
New Construction - Additional Parking Lot to Support Health Care Education Building						\$5 M
TOTAL					\$4.5 M	\$6.5 M

Agency Head Signature: *Heidi K. Albert*

Date: 5-31-12

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

OFFICE OF THE STATE BOARD OF EDUCATION

**SET A
PROJECT SUMMARY
FY2014**

Project Title: Planning and Design for
Arts & Humanities Institute Building
Boise Campus

Institution/Agency: Boise State University

Brief Description: A new building for the Arts and Humanities Institute will support the vision and operations of this new organization, and will connect scholarly activity in the arts and humanities with the larger community. An effective plan for this building initially requires a variety of planning and programming activities. These include – various siting studies, programming, and conceptual design. These studies will form the basis for development of a design development documents sufficient to confirm an overall project budget.

Project Scope: 39,500- 65,500 NASF 60,000-100,000 GSF

Estimated Total Planning and Design Cost: \$1,800,000

Date Approved by State Board of Education: August 2010: Set A request

Source of Construction Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$1,800,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
N/A	N/A

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$1,800,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The new Arts and Humanities Institute (AHI) building will likely be sited on the West edge of campus along Capitol Blvd. This siting is consistent with the 2005 Campus Master Plan. It is envisioned that, the AHI building, together with the new COBE building, will create a significant gateway to the campus.

A group of faculty members has developed the strategic plan and preliminary list of necessary and possible functions for AHI. In brief, the core mission of the AHI building will be to provide physical space for advancing academic research and creative activity in the arts and humanities and to cultivate appreciation of the same in the broader community. An outcome of the strategic planning exercise will be a determination as to what entities within the university will be brought together in this building so as to best facilitate research in the humanities and creative activity in the arts.

Funding is requested for the conceptual groundwork through design development for planning the new building, including (i) a comprehensive programming study that will determine the sizes and types of spaces that are needed to best support the arts and humanities and (ii) siting studies that will determine which spatial proximities and adjacencies would be the most strategically valuable and that will assess the technical feasibility of building at potential site locations, (iii) architectural plans through schematic and design development phases with associated cost estimating and project budget development.

The result of this planning effort will be a complete analysis and building program with design development documents, including estimates of construction costs for the project.

2. PROJECT COMPONENTS

The project will construct a new facility at the western edge of the campus. The facility will house the Arts and Humanities Institute. Preliminary planning activities have tentatively identified the following that will be supported by the AHI:

- Exploration: computer laboratories, conference rooms, and libraries for study and research; studio space for creative practices.
- Innovation: multiple-use spaces and laboratories containing new technologies will facilitate inventive and cross-disciplinary projects.
- Presentation: lecture hall, demonstration spaces, and workshop facilities for university faculty members and visiting scholars/artists to present their work.
- Exhibition: art and other museum spaces as permanent and rotating venues; archival space for research and project-related documents, books, and digital information.
- Performance: studios, rehearsal rooms, recital spaces as laboratories and showcases for new musical compositions, emerging choreography, staged readings, and performance art.

3. ALTERNATIVES

Major building efforts at Boise State are supporting the sciences, engineering, and most recently business and economics. Those efforts greatly facilitate scholarly activity in those fields and are an important way to focus community attention. By constructing a new structure for the arts and humanities, we will do the same: we will greatly facilitate research and creative activity in the arts and humanities and we will focus community attention. In addition, we will create a gateway to the university containing entities that are closely related to those of the nearby downtown.

It would be possible to renovate existing campus structures to house the AHI, however, to do so would not create the emphasis and focus that the campus seeks to bring to these important disciplines.

4. VACATED SPACES

In addition to providing up to date space for the uses described above, the new building would permit departments to vacate some space currently occupied in other campus buildings. These spaces would be made available to meet the critical classroom and faculty office space needs of the other departments. Because planning is in the early stages, the precise amount of space to be vacated is not defined.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

OFFICE OF THE STATE BOARD OF EDUCATION

**SET A
PROJECT SUMMARY
FY2014**

Project Title: Planning and Design for
Physical & Material Science Building
Boise Campus

Institution/Agency: Boise State University

Brief Description: Boise State University's Master Plan outlines the growth in the Southeast expansion area of science and engineering facilities supporting the Strategic Plan. The requested funds will pay for preliminary planning and design of the second of four new science buildings currently envisioned. Intermediate level planning to ensure the coordination of this building with the final build out of the science and engineering area will also be incorporated.

Project Scope: 65,000- 78,000 NASF 100,000-120,000 GSF

Estimated Total Cost: \$62,000,000

Estimated Total Planning and Design Cost: \$1,800,000

Date Approved by State Board of Education:

Source of Construction Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$62,000,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
N/A	N/A

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$1,800,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The proposed building will be the second of a new four-building science and engineering complex in the southeast expansion zone. The first of these projects, Environmental Research building, was recently completed.

Consistent with the 2005 Campus Master Plan, the new science research building will be part of a science and engineering complex designed to promote interdisciplinary research, education, and outreach. Each building of the complex will include science and engineering laboratories and facilities appropriate to specific interdisciplinary topic areas, with departmental culture preserved in office clusters. The buildings will be planned to promote collaboration between scientists and engineers on important research problems. Laboratories and work areas will be an open design with state of the art flexibility to permit rapid and inexpensive reconfiguration in response to changes in research participants, project needs, and extramural funding.

Current thinking is that this second building will focus on Chemistry, Physics, and Materials Science Engineering. In addition to planning the building, the future relationships and interactions of all science and engineering departments will be examined to determine the optimum set of adjacencies in the four building complex. This planning will help ensure that decisions regarding the particular building design will support the holistic vision put forth in the Master Plan of an integrated science and engineering complex.

2. PROJECT COMPONENTS

This proposed facility blends academic and research units from Chemistry, Physics, and Materials Science Engineering. The new building will support graduate and undergraduate academic programs in these disciplines, and promote interdisciplinary research. Program elements for this project include core research facilities such as research labs, teaching labs, offices, and administrative space. The new building will also support the Materials Science PhD program as well as the STEM (Science, Technology, Engineering, and Math) Education strategy by providing state of the art teaching and research labs that promote graduate and undergraduate participation.

3. ALTERNATIVES

Modular facilities could possibly be utilized to provide additional research, classrooms, and offices, but the use of these temporary structures are expensive and only meet the short term needs for the institution. It would not be prudent to utilize modular buildings for research or class laboratory space. The University has purchased land in the expansion zone to accommodate this new facility. Investing in temporary modulators would not be cost effective nor would it meet academic and research needs.

4. VACATED SPACES

In addition to providing up to date laboratory, classroom, and office space for several academic departments, this project would permit departments to vacate some space currently occupied in other campus buildings. These spaces would be made available to meet the critical classroom and faculty office space needs of the other growing departments. Because planning is in the early stages, the precise amount of space to be vacated is not defined. The expansion and relocation of these departments into vacated spaces in the historic center of campus is consistent with the Master Plan, which calls for that area to become a center for liberal arts education and research.

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SET A
PROJECT SUMMARY
FY2014

Brief Description: The existing Business Building is nearly forty years old and the College of Business and Economics will move to newly constructed facilities by Fall of 2012, making a large portion of this facility available for other pressing campus needs. In order to effectively plan for these needs a variety of planning and programming activities are needed. These include – structural evaluation, systems renewal needs (HVAC, plumbing, electrical, IT etc), energy efficiency improvements, space programming to determine best highest use for reassignment, and modernization of classroom and office space. These studies will form the basis for development of a comprehensive re-use, renovation, or replacement strategy.

Estimated Total Cost: \$1,500,000

Date Approved by State Board of Education: August 2010 – Set A request for planning studies

Source of Construction Funds (by fund source and amount):

<u>Total Project Cost</u>	
<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$1,500,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
N/A	N/A

Budget Year Request

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$1,500,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The Business Building is centrally located on the main quad of the Boise campus. While the facility needs significant renovation and renewal of systems, its central location make it a particularly important asset for the campus. A variety of reuse scenarios have been considered including consolidation of the College of SSPA or improvement of the existing facility for additional general assignment classrooms and faculty office space. These uses are consistent with the 2005 Campus Master Plan.

In order to effectively evaluate and plan for this reuse, detailed studies will need to be undertaken. These studies will include the space program evaluation to develop the most strategically valuable space reassignment strategy. Building systems will need to be evaluated for needed renewal and/or replacement. Technical studies evaluating the buildings structure, especially as it relates to current code requirements and other structural improvements, are also needed.

In addition, modern high quality classroom and office uses require access to daylight; it is anticipated that building shell improvements including the addition of glazing will be a part of these studies.

Completion of these studies and preliminary design will allow realistic renovation and/or replacement scenarios and associated estimates for the project to be developed. It is anticipated that, if necessary, major portions of the work could be implemented in a phased construction approach.

2. PROJECT COMPONENTS

The project will plan and program for the aging facility for modern classroom and office use. The renovated building will support graduate and undergraduate academic programs in a variety of disciplines, and promote interdisciplinary research.

3. ALTERNATIVES

A range of project scopes can be developed in the study phase to determine the most cost effective approach. The building was recently surveyed as part of a campus-wide facility assessment; approximately \$6 million of building renewal needs were identified. This cost would preserve the building in its current outmoded condition; additional expenditures will be needed to make the facility useful for current instructional purposes.

Should needed structural improvements and other programming directions approach the cost of new construction, the University would evaluate the efficacy of these costs as compared to demolition and possible future construction on the site.

4. VACATED SPACES

The reassignment of the space in this building would permit departments to vacate some space currently occupied in other campus buildings. These vacated spaces would be made available to meet other critical classroom and faculty office space needs of the other growing departments such as English, History, Education and others. Because planning is in the early stages, the precise amount of space to be vacated is not defined. The expansion and relocation of these departments into vacated spaces in the historic center of campus is consistent with the Master Plan, which calls for that area to become a center for liberal arts education and research.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 1 and 5

PROJECT DESCRIPTION/LOCATION: Development of a state-of-the-art anatomy, physiology and neuroanatomy lab at ISU-Meridian.

CONTACT PERSON: Joseph Han

TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Currently, no-state-of-the-art anatomy and physiology lab exists in the Treasure Valley where cadavers and virtual applications are combined for student and community learning (most medical schools are using a combination of cadaver and computer-based technology). A technologically advanced lab facility would serve ISU students in numerous programs of study and provide opportunities for professional education for health practitioners in the area. Together with our Human Patient Simulation Lab (HPS), the Applied Biological Sciences Learning Center (ABSLC) consisting of cadaver, anatomy, physiology, and neuroanatomy labs, along with a Bioskills Surgical Training Lab (BSTL), would serve current and prospective ISU students in a variety of programs (e.g. Physician Assistant Studies, Pharmacy, Communication Sciences and Disorders, Dentistry), and allow for collaboration with the educational and health care institutions in SW Idaho, as well as high school students. As a result, ISU will continue to strengthen its leadership role in the health sciences within the Treasure Valley by providing the health care community with a facility that has a rich array of resources with which to teach human anatomy and physiology.

(B) What is the existing program and how will it be improved?

We currently use only human simulation technology for our programs requiring anatomy in Meridian. While such technology is adequate, it has limitations. There is no physiology lab in Meridian, and it is critical for expansion of Physical Therapy in 2015 (SBOE 5-yr. plan).

(C) What will be the impact on your operating budget?

Upkeep of the lab can be funded through student and professional fees and continuing education fees.

(D) What are the consequences if this project is not funded?

Our Meridian-based students do not have access to the same graduate level gross anatomy instruction as our Pocatello students. Our accreditation standards require that we offer comparable instruction irrespective of the location of the students.

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CAPITAL BUDGET REQUEST – FY 2014

ESTIMATED BUDGET: Phase III		FUNDING:	
Land	\$ 0	PBF*	\$2,500,000
A/E fees	\$ 578,000	General Account	\$ 0
Construction (7,942 GSF incl. gen. cond. etc.)	\$2,894,554	Agency Funds	\$1,114,554
5% Contingency	\$ 152,000	Federal Funds	\$ 0
F F & E	\$ 175,000	Other Meridian Phase	\$ 300,000
Agency Contingency	\$ 45,000	2 Fund balance	
Other soft costs (IT/AV)	\$ 70,000		
Total	\$3,914,554	Total	\$3,914,554

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 2 of 4

PROJECT DESCRIPTION/LOCATION: Beckley Nursing Asbestos Mitigation

CONTACT PERSON: Joseph Han

TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

Concisely describe what the project is.

This project will mitigate the asbestos in the building, with emphasis on the open plenum supply design ceiling system. The work will require asbestos mitigation and the replacement of flooring, ceilings, and other materials removed or impacted by asbestos abatement. This project will also provide for renovation of office and classroom spaces within Beckley Nursing.

What is the existing program and how will it be improved?

Health and safety of building occupants and maintenance personnel. Even simple tasks of replacing ceiling tiles or replacing light bulbs can pose risks to staff.

What will be the impact on your operating budget?

This project does not add square feet of functional space but will require agency to provide funding for temporaries moves to accommodate the mitigating and related construction work.

What are the consequences if this project is not funded?

At this time, any maintenance work on lighting or ceiling panels required asbestos monitoring, which adds labor costs and delays in service response time. Additionally, some tasks are impossible to complete within the ceiling plenum. Finally, should there be some significant roof repairs; the building may need to be evacuated. If the required roof work takes place during the academic year, the disruptions to classes and labs would be intolerable.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 1,100,000
A/E fees	\$ 40,000	General Account	\$
Construction	\$ 1,000,000	Agency Funds	\$
5% Contingency	\$ 60,000	Federal Funds	\$
F F & E	\$ 0	Other	\$
Other	\$		\$
Total	\$ 1,100,000	Total	\$ 1,100,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 3 of 4

PROJECT DESCRIPTION/LOCATION: Eli Oboler Library

CONTACT PERSON: Joseph Han

TELEPHONE: 208-282-4002

PROJECT JUSTIFICATION:

Concisely describe what the project is. This project will remove the deteriorating fiberboard air ducting system, and replace it with an insulated steel duct system. This project will also address all seismic needs within the ceiling system and book stacks throughout the Library.

What is the existing program and how will it be improved?

The existing fiberboard ducting is actively degrading, with resulting ductwork particulates being spread throughout the library. All surfaces within the Library, including the ceiling, are coated with deteriorated ducting material. This project will remove the existing ceiling and lighting systems, remove all fiberboard ducting, address all seismic issues with the ceiling and lighting system, and with the book stacks throughout the Library. New insulated steel ducting, ceiling systems, and lighting will be installed.

What will be the impact on your operating budget?

The maintenance budget will be relieved in several areas as less custodial effort will be required to clean the Library, and repair work to deteriorating ductwork will no longer need to occur.

What are the consequences if this project is not funded?

Ductwork will continue to degrade and contaminate the interior of the Library. Additional efforts will continue to be expended in an attempt to clean the library.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 6,000,000
A/E fees	\$ 720,000	General Account	\$
Construction	\$ 5,016,000	Agency Funds	\$
5% Contingency	\$ 264,000	Federal Funds	\$
F F & E	\$ 0	Other	\$
Other	\$		\$
Total	\$ 6,000,000	Total	\$ 6,000,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
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CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 4 of 4

PROJECT DESCRIPTION/LOCATION: Holt Area/Install synthetic practice field for football

CONTACT PERSON: Joseph Han

TELEPHONE: 208-282-4002

PROJECT JUSTIFICATION:

Concisely describe what the project is. Construct/install a 120 yard, artificial turf practice field south of Holt Arena that would be used for soccer, football softball, and other sports needing a surface to practice on. We would also like to place a fence around the field for its own protection.

What is the existing program and how will it be improved?

The existing practice field is just a grassy area without the proper underlayment conditions required to prevent injuries. Uneven ground and worn-in pathways have rendered the field unusable. Athletes have to practice indoors year round or outdoors in a smaller area than what is required.

What will be the impact on your operating budget?

It should take less maintenance because there is no watering, mowing, and fertilizing required. The new artificial turf will be uniform and the underlayment will help to prevent injuries. The new turf will be sized properly.

What are the consequences if this project is not funded?

As it stands, no one can utilize the existing field or practice there and we will continue to seek other options for workouts and practice. Customarily, they can only practice indoors which doesn't prepare them for outdoor play. The only outdoor field available is a substandard-sized practice area to the West of Sports Medicine.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 0
A/E fees	\$ 170,225	General Account	\$
Construction	\$ 885,500	Agency Funds (donated)	\$ 1,100,000
5% Contingency	\$ 44,275	Federal Funds	\$
F F & E	\$ 0	Other	\$
Other	\$		\$
Total	\$ 1,100,000	Total	\$ 1,100,000

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OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: Integrated Research and Innovation Center *(Previously submitted as the Science and New Technologies / Interdisciplinary Research & Education Facility)*

Institution/Agency: University of Idaho

Brief Description:

The Integrated Research and Innovation Center (IRIC) project involves construction of a new laboratory facility providing robust, modern, well-equipped spaces supporting a broad range of leading edge, collaborative research programs. The IRIC will provide state of the art laboratory space and infrastructure for teams of scientists and researchers across a wide variety of disciplines to conduct joint, collaborative research on issues that span across multiple traditional research subjects. These collaborative teams will come together in the Integrated Research and Innovation Center for a limited period of time, perhaps 3 – 5 years, to work a specific research project. Once that research effort is completed, the space will be made available for a new and different team working yet another line of inquiry. The vision is that the Integrated Research and Innovation Center supports cutting edge research based around systems rather than individual disciplines and that the space is flexible and the research within it conducted changes over time.

This project was formerly known as the Science and New Technologies / Interdisciplinary Research & Education Facility and previous requests of the Permanent Building Fund were submitted under that title.

Previous iterations of the University's request for this project under the former title envisioned a larger facility of approximately 100,000 to 115,000 GSF. In 2009, the university revisited the project and revised the project vision downward towards a smaller, more efficient facility that still accomplishes the goals and aspirations of the overall effort. In 2012, the university engaged in a further exercise to refine the proposed facility program and cost estimates. This effort was aimed to ensure that the proposed facility is both efficient and sized and programmed correctly to best meet the goals and intent of the stated project need. This work was completed in April of 2012.

This year's FY 2012 request reflects this recent program refinement and the fact that the university is pursuing this new, more efficient vision for the desired Integrated Research and Innovation Center.

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As with all previous requests, the intent is that the IRIC facility will be designed to foster interdisciplinary collaboration and interaction and will include flexible systems and support infrastructure, allowing reconfiguration of spaces supporting changes in programs and research needs over time.

Project Scope:	NASF	GSF
Building size:	31,500	52,900
Site and Utility infrastructure		
All project fees and related expenses		
Fixed Research Equipment NIC		
Movable Furnishings, Fixtures and Equipment NIC		

Estimated Total Cost:
\$47,800,000 (2012 Dollars)

Date Approved by State Board of Education:

First request, July 1999

Fourteenth Request, July 2012, (*First request for the revised and newly envisioned IRIC Facility.*)

Source of Construction Funds (by fund source and amount):

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$ 5,000,000
Other Funding		
Bond Financing		\$27,800,000
Gifts		<u>\$15,000,000</u>
Total (2012 Dollars)		\$47,800,000

<u>Fund Source</u>	<u>Previous Appropriations</u>	<u>Amount</u>
Fed FY05 Federal Funding		\$892,500
<i>The University received a federal FY 05 grant that allowed for an initial assessment and Feasibility Study. This preliminary feasibility work is not included in the amounts listed above.</i>		

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$5,000,000

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1. PROJECT DESCRIPTION AND JUSTIFICATION

As the land grant university for the State of Idaho, the University of Idaho places emphasis on problems and challenges facing Idaho and Idahoans. In both undergraduate and graduate education disciplines, especially in scientific and technical fields, enrollment growth and focus upon the university's interdisciplinary programs is leading to a need for additional modern, technically-equipped laboratory and support space. Further, as Idaho's research university, the UI is a main force for research and development in the state with emphasis on selected areas that are key to the economic health and development of Idaho industry. Areas of emphasis in which laboratory space is critical are: Food and Fiber Production, Molecular Biology, Environmental Sciences and Technology, Materials Science, Infrastructure/Construction and Transportation, Computing/Software Systems, and Telecommunications.

The University sought, and received, a federal FY 05 grant to allow the university to conduct an initial, predesign Technical Analysis and Feasibility Study for this project effort. In the fall of 2006, the University selected NBBJ architects to assist the university and to conduct that analysis and study via a Request for Qualifications process. An initial report was finalized and prepared in the Spring of 2008, and this report served as the basis for the July 2008 request.

Subsequently, Dr. John McIver joined the university as the Vice President for Research, bringing a fresh, new vision for the University's research efforts. Under Dr. McIver's leadership, the University has re-examined the underlying assumptions that support the desires and aspirations for the facility proposed under the title of the Science and New Technologies / Interdisciplinary Research & Education Facility. While the need for the proposed facility was confirmed, a slightly smaller and much more efficient vision of the facility emerged. Hence this request for a facility that is approximately smaller and less costly than previous requests, and its new title: the Integrated Research and Innovation Center.

In support of both the initial assessment and this year's revised work, the university and the consultant conducted an exhaustive and detailed process that included an audit and assessment of existing science and research facilities, an audit and assessment of building level and campus level infrastructure systems to determine the capacity to support the desired program of research, site selection, programmatic analysis, research team composition and optimization, desired levels of occupancy in the proposed structure, etc. NBBJ delivered their revised, final report and recommendations for the new vision of the project in April 2012. This request captures the recommendations and results of the revised Technical Analysis and Feasibility Study.

This project addresses the specialized laboratory needs of these disciplines for undergraduate, graduate and research programs. The synergies among the various levels of study and scholarship will be fostered in a facility integrating a broad cross section of technical and scientific personnel and programs. Specific facility features and attributes have been preliminarily identified in the Technical Analysis and Feasibility Study, and will be further detailed during the planning and design phases.

2. PROJECT COMPONENTS

The majority of the project complex will consist of research laboratories and laboratory support areas (e.g., instrument labs, specialized containment labs, shared equipment rooms, computer laboratories, seminar and conference areas, and offices). Purchase of major fixed research

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equipment necessary to outfit the laboratories, support areas and connections, and necessary enhancements to the university's infrastructure systems is not yet currently included in the project, as these items as are yet to be identified. Movable and portable furnishings and fixtures are not included in the current costs estimates.

3. ALTERNATIVES

Four alternatives have been studied to date.

Alternative 1: Construct Multiple Smaller Laboratory Additions

This alternative involves construction of separate undergraduate, graduate and research laboratories, by discipline, as additions to, or immediately adjacent to, existing College buildings. This alternative would provide the necessary space to support the programs, however, project costs are expected to be significantly higher since there would be multiple sites and projects. In addition, this approach does not readily support interdisciplinary interaction and collaboration. The university rejected this alternative.

Alternative 2: Renovate Existing Laboratory & Research Spaces in Existing Buildings as Necessary to Accomplish the programmatic Goals for Interdisciplinary Research

As noted above a Technical Analysis and Feasibility Study was conducted by the University and its consultant, NBBJ Architects in 2008 and revisited and revised in 2012. This effort included an exhaustive assessment and audit of the existing research facilities, spaces, and building level infrastructure systems on campus. The summary conclusion of this effort is that the existing facilities and spaces are not equipped or suitable in their current state to facilitate the sorts of interdisciplinary programs envisioned and needed. Further the renovation costs to bring these facilities up to the standards necessary would far exceed the cost of a new build. And further still, such dispersed renovations would not produce the desired synergies and interdisciplinary relationships set out as the major programmatic goals and vision for the project effort. The university has therefore rejected this alternative based upon the results of the Technical Analysis and Feasibility Study.

Alternative 3: Construct Separate Laboratory Complexes for Undergraduate and Graduate/Research Programs

This alternative consists of construction of an interdisciplinary laboratory complex for undergraduate instructional and research programs and one for graduate and research programs. This alternative would provide the necessary space to support the programs, however, project costs are expected to be higher since there would be two projects with unnecessary duplication. In addition, this approach does not readily support interdisciplinary interaction and collaboration between undergraduate and graduate students, and researchers. The university rejected this alternative.

Alternative 4: Construct a Single Interdisciplinary Laboratory Facility

This option would entail constructing a single complex that integrates undergraduate and graduate/research laboratories into an interdisciplinary science and technology center facilitating collaboration and creating new synergies across academic levels and disciplines. Overall project expenses are expected to be less under this approach since there will be only

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one site and construction of a single building allows elimination of unnecessary duplication of building systems. The recently completed Technical Analysis and Feasibility Study verifies this alternative as the most viable alternative conducive to the goals and vision for the effort, and as the most efficient and least costly alternative. This is the university's preferred alternative.

4. VACATED SPACE

It is not anticipated that a great deal of space will be vacated upon completion of the proposed project. The proposed IRIC is envisioned as a facility in which researchers from a variety of disciplines across campus will have a place to work together in collaborative teams on specific research projects. Upon the conclusion of any one specific project, the team members will vacate the space and a new team with a new project will take over. It may be that some , limited space currently used for instructional laboratories and some research laboratories may be vacated. If there is any such space vacated, it will be very limited and it is anticipated that it may be reused to meet additional laboratory space demand. Other prospective uses of vacated space may be for offices and specialized learning areas including computer laboratories, seminar areas, team and group rooms, etc.

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**SET A
PROJECT APPROVAL FORM**

Project Title: Integrated Research and Innovation Center

CAPITAL PROJECT COST AND FUNDINGSOURCE SUMMARY

Building Statistics:
 NASF: 31,500
 GSF: 52,900
 Net to Gross 60% +/- Target

	Estimated Total Cost	Prior to Budget Year	Budget Year - FY14	2nd Year FY15	3rd Year FY16	4th Year FY17	5th Year FY18	6th Year FY19
PROJECT SUMMARY:								
A. Arch. & Engr. (Project Planning & Pre-Design)		892,500						
PreDesign Technical Analysis & Feasibility Study (Prior work not included in costs below.)								
Planning & Design	4,500,000		3,600,000	500,000	400,000			
Schematic Design	inc. above							
Design Development	inc. above							
Construction Documents	inc. above							
Construction Supervision	inc. above							
B. Asbestos Abatement Arch/Eng/Hygienist Fees								
C. Tests, Permits	610,000		160,000	225,000	225,000			
SUBTOTAL ARCH. & ENGR.	5,110,000	892,500	3,760,000	725,000	625,000	0	0	0
D. Moving, Administration, Demolition, Project Costs	2,000,000		250,000	1,250,000	500,000			
E. Asbestos Abatement	inc. above							
F. Construction								
Estimated Bid Cost, May 2012 Est.	30,350,000			15,000,000	15,350,000			
Construction Contingency	3,035,000			1,000,000	2,035,000			
Furnishings/Moveable Equipment	1,000,000				1,000,000			
G. Contingency (Project) Includes Escalation Allowance for our years.	6,305,000		500,000	2,800,000	3,105,000			
TOTAL PROJECT REQUEST	47,800,000	892,500	4,510,000	20,775,000	22,615,000	TBD	TBD	TBD

SOURCE OF FUNDS:

Permanent Building Fund	5,000,000		5,000,000	0	0	0	0	0
General Education								
Federal		892,500						
Bond Sale								
Bond Reserve	27,800,000		27,800,000					
Parking Funds								
Housing/Food Service Revenue								
Other Funds, including Gifts (UI Funds)	15,000,000		5,000,000	5,000,000	5,000,000			
TOTAL	47,800,000	892,500	37,800,000	5,000,000	5,000,000	0	0	0

Utilities	TBD						TBD	TBD
Custodial	TBD						TBD	TBD
Repairs & Maintenance	TBD						TBD	TBD

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.)

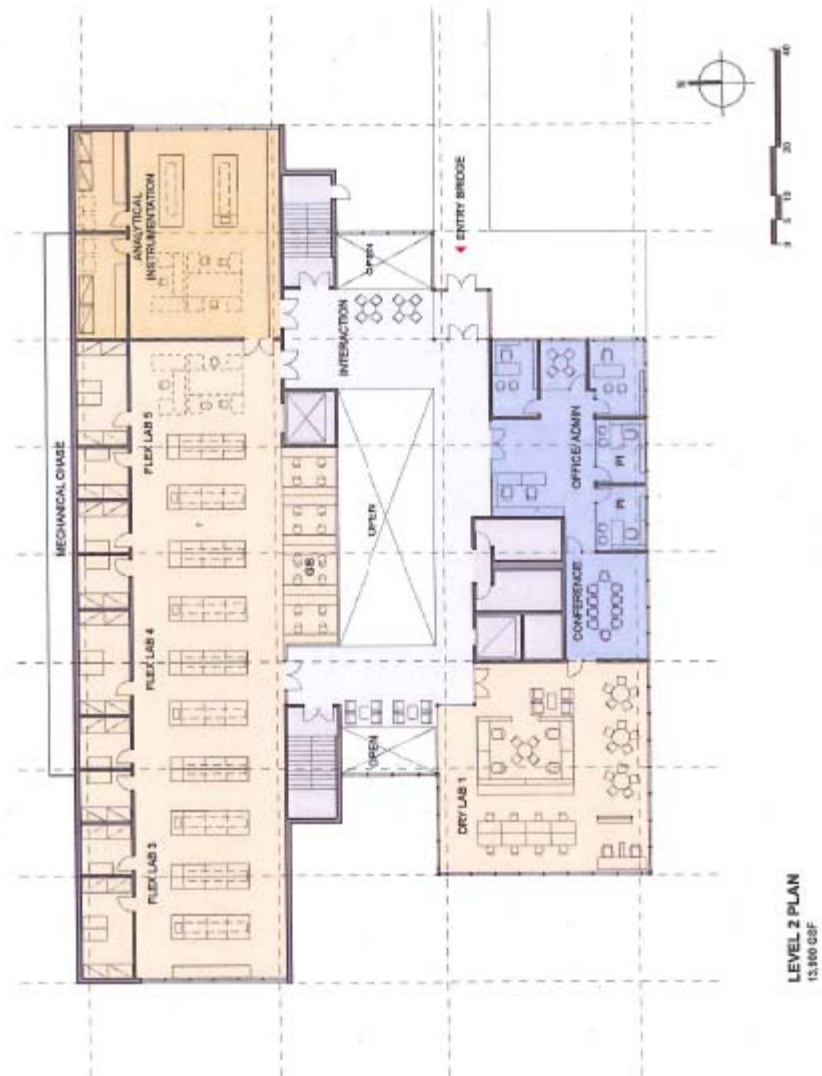
General Education



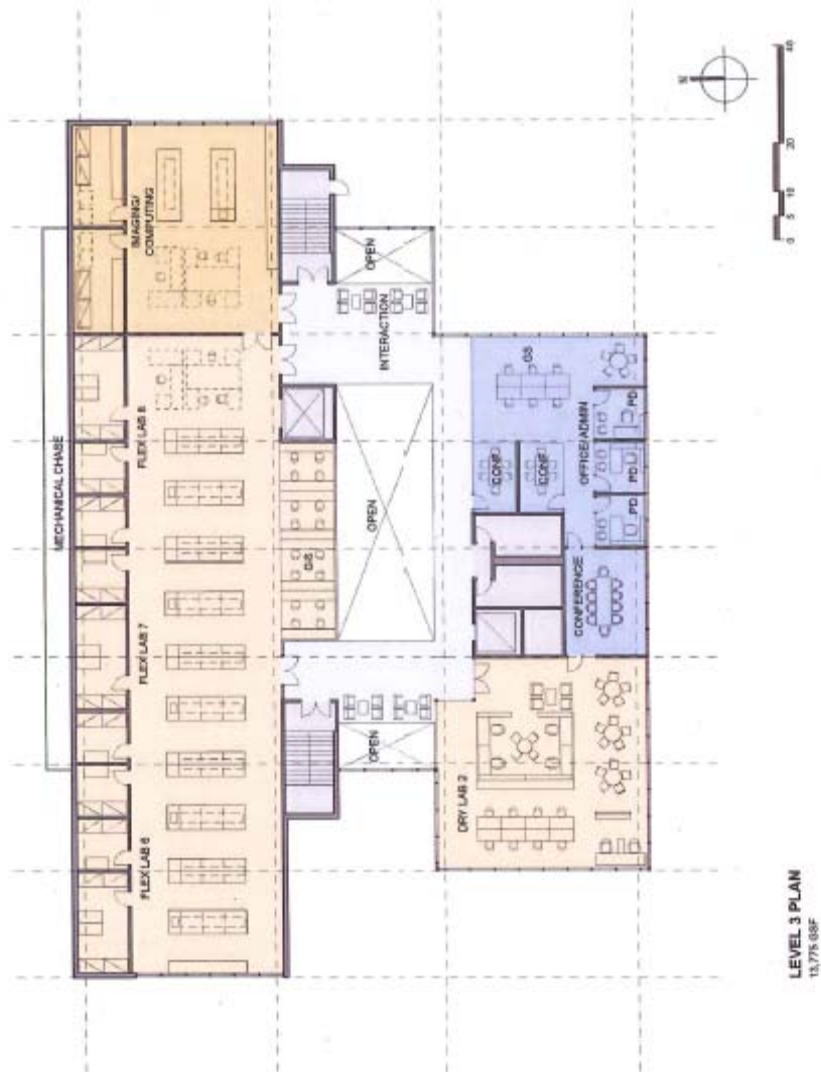
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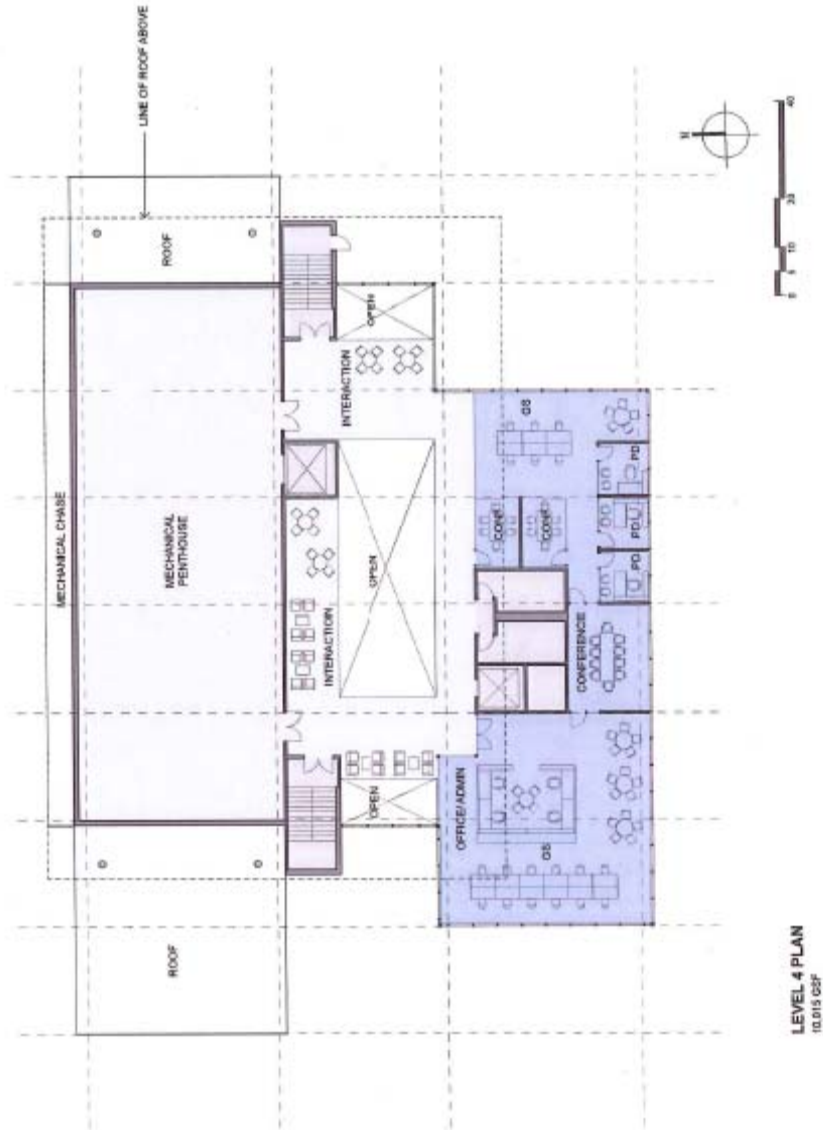
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OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: Northern Idaho Collaborative Education Facility

Institution/Agency: North Idaho College, Lewis Clark State College, University of Idaho

Brief Description:

North Idaho College, Lewis Clark State College, and the University of Idaho envision the creation of an education corridor in Coeur d'Alene stretching along the banks of the Spokane River and adjacent to North Idaho College. Higher Education programmatic growth in the Coeur d'Alene area will be concentrated in this education corridor. Additional facilities and resources are needed to service the growing population and the corresponding demand for access to higher education programs and content. The collaboration potential afforded by co-location of three institutions of higher education in this proposed facility will provide increased access and higher education opportunities for students of all levels in the area.

Project Scope:

Building size:

Site and utility infrastructure

Furnishings, Fixtures and Equipment

All project fees and related expenses

NASF

TBD

GSF

TBD

Estimated Total Cost:

\$12,420,800

Date Approved by State Board of Education:

First request, July 2006 *(Note: As the Northern Idaho Classroom and Office Facility)*

Second request, July 2007

Third request, July 2008

Fourth request, July 2009

Fifth request, July 2010

Sixth Request, July 2011

Seventh Request, July 2012 *(Note: Facility size and project scope dramatically reduced)*

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Source of Construction Funds (by fund source and amount):

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$8,420,800
Gifted Funds		\$4,000,000
	Total:	\$12,420,800

<u>Fund Source</u>	<u>Previous Appropriations</u>	<u>Amount</u>
Permanent Building Fund (FY 09)		\$420,800

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$4,000,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

North Idaho College, Lewis Clark State College, and the University of Idaho propose a collaborative facility housing units of each institution to be located on property owned by the North Idaho College Foundation and leased to North Idaho College. Such a collaborative facility will allow North Idaho College, Lewis Clark State College, and the University of Idaho to consolidate programs located in various facilities at one location and better serve the citizens of the area, each institution in accordance with the corresponding role and mission statements. The proximity of this location to North Idaho College is of an advantage as it provides the ability and opportunity to leverage the existing facilities of North Idaho College and to develop collaborative joint programs with North Idaho College faculty and staff.

2. PROJECT COMPONENTS

This facility will be approximately TBD square feet and will house classrooms and faculty and staff offices, along with ancillary support spaces. The preliminary cost estimate for the building is \$12,420,800. The State provided \$420,800 in FY09 funding to the University of Idaho to support initial programming and pre-design work. The initial programming and pre-design phase was initiated, however, it was placed in a hiatus status while the three institutions began discussion aimed at a revised conceptualization of the facility as a much smaller facility than that which was initially envisioned.

Once restarted, work products from the pre-design phase will include detailed program definition, site analysis and feasibility review, infrastructure needs and impacts, room data sheets, adjacency diagrams, and a refined project cost estimate.

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For FY 2014, North Idaho College, Lewis Clark State College, and the University of Idaho are jointly requesting \$4,000,000 from the state funding via the Permanent Building Fund to support completion of the design and construction documents for the facility. The remainder of the State support, an additional \$4,000,000 will be requested in FY 2015. North Idaho College, Lewis Clark State College, and the University of Idaho will seek to jointly raise a total of \$4,000,000 in gifted funds through their respective capital campaigns to complete the funding picture.

The facility will be designed and constructed in such a manner to support the potential future expansion of the building to accommodate additional academic programs and needs. Such additional program space would possibly include a tiered classroom, various breakout rooms, as well as reception and kitchen/dining services. The date of any such future expansion is yet to be determined and would be subject to further review and approval of the Board of Regents.

3. VACATED SPACE

North Idaho College and Lewis Clark State College expect to vacate a number of temporary modular facilities once the new facility is completed.

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SET A
PROJECT APPROVAL FORM

Project Title: Northern Idaho Collaborative Education Facility

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: Northern Idaho Collaborative Education Facility									
		Building Statistics:				NASF:		TBD	
						GSF:		TBD	
						Net to Gross		Target 75%	
	Estimated Total Cost	Prior to Budget Year	1st Year FY14	2nd Year FY15	3rd Year FY16	4th Year FY17	5th Year FY18	6th Year FY19	
PROJECT SUMMARY:									
A.	Arch. & Engr. (Project Planning & Pre-Design)	420,800	0	0	0	0	0	0	
	Schematic Design	191,000	0	191,000	0	0	0	0	
	Design Development	254,700	0	254,700	0	0	0	0	
	Construction Documents*	509,400	0	509,400	0	0	0	0	
	Construction Supervision**	318,400	0	0	318,400	0	0	0	
B.	Asbestos Abatement Arch/Eng/Hygienist Fees	0	0	0	0	0	0	0	
C.	Tests, Permits, Fees, Etc.	100,000	0	35,000	65,000	0	0	0	
	SUBTOTAL ARCH. & ENGR.	1,794,300	420,800	990,100	383,400	0	0	0	
D.	Moving, Administration	14,000	0	6,000	8,000	0	0	0	
E.	Asbestos Abatement	0	0	0	0	0	0	0	
F.	Construction*** (Preliminary Estimate)	9,050,000	0	0	9,050,000	0	0	0	
G.	Furnishings/Moveable Equipment	657,500	0	0	657,500	0	0	0	
H.	Contingency (Project)	905,000	0	90,000	815,000	0	0	0	
	TOTAL PROJECT REQUEST	12,420,800	420,800	1,086,100	10,913,900	0	0	0	
SOURCE OF FUNDS:									
	Permanent Building Fund	8,420,800	420,800	4,000,000	4,000,000	0	0	0	
	General Education								
	Federal								
	Bond Sale								
	Bond Reserve								
	Parking Funds								
	Housing/Food Service Revenue	4,000,000	0	2,000,000	2,000,000	0	0	0	
	Other Funds, including Gifts (UI Funds)								
	TOTAL	12,420,800	420,800	6,000,000	6,000,000	0	0	0	

Utilities TBD
 Custodial TBD
 Repairs & Maintenance TBD
 PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.) General Education

* Includes Reimbursable Expenses
 ** Includes Fees for On-Site Observation
 *** Preliminary Estimate

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

CAPITAL BUDGET REQUEST
FY 2014

Capital Improvement Project Description
(New Buildings, Additions or Major Renovations)

AGENCY: **North Idaho College**

AGENCY PROJECT PRIORITY: **2**

PROJECT DESCRIPTION/LOCATION: **Professional Technical Building**

CONTACT PERSON: **Ron Dorn**

TELEPHONE: **208-769-3340**

PROJECT JUSTIFICATION:

- (A) Concisely describe what the project is. To construct a new Professional Technical Building to create additional space for existing programs, expansion of new professional technical education programs, and to partner with local school districts to provide facilities to support their professional technical education programs as well.
- (B) What is the existing program and how will it be improved? Currently there are business and professional programs, health professions and trades an industry programs. These programs are near capacity with 12% of the student body enrolled in those programs. Nationally, 40% or more enrollments would be in these programs. Construction of this facility would expand professional technical education opportunities, keep up with rapid changes in technology, and increase student enrollments.
- (C) What will be the impact on your operating budget? Would increase in the areas of staffing, utilities and maintenance costs.
- (D) What are the consequences if this project is not funded? In coming and continuing students, local businesses and industries, and local public school districts would not be able to rely on NIC to provide expanded programs or enrollments.

ESTIMATED BUDGET:

Land	
A/E fees	960,000
Construction	9,600,000
5% Contingency	480,000
F F & E	<u>960,000</u>
Other	
Total	\$12,000,000

FUNDING:

PBF	\$12,000,000
General Account	
Agency Funds	
Federal Funds	
Other	
Total	\$12,000,000

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: College of Western Idaho (CWI)	AGENCY PROJECT PRIORITY: 1
--	----------------------------

PROJECT DESCRIPTION/LOCATION: New Health Sciences Building
--

CONTACT PERSO: Craig Brown, Vice President TELEPHONE: 208-562-3412

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

New 75,000 square foot health sciences building. Existing CWI programs to be housed will include: dental assisting, surgical technician, nursing (Associate and assistant), paramedic, etc. Will include biology/chemistry laboratories, classrooms, study and common areas for students, and faculty offices.

(B) What is the existing program and how will it be improved?

Currently, CWI has health science programs and course offerings spread across the two-county area. There is a strong need to consolidate courses and programs to allow students and faculty to focus their efforts, and to be in synergy with local health care providers. This will allow for more effective use of clinical sites.

(C) What will be the impact on your operating budget?

Impact will be additional utility, custodial and maintenance costs. CWI will request Occupancy Costs through the FY 2014 State Board of Education and Governor/Legislative process, but will be prepared to use existing tuition revenue to maintain the new facility. CWI would attempt to raise external funds for a portion of the furniture, fixtures and equipment.

(D) What are the consequences if this project is not funded?

CWI would continue to offer health science and related courses at a variety of campus and center locations spread across Ada and Canyon counties

ESTIMATED BUDGET:		FUNDING:	
Land	\$ <u> 0</u>	PBF	\$ <u> 33,750,000</u>
A/E fees	<u> 2,500,000</u>	General Account	
Construction	<u> 25,000,000</u>	Agency Funds	
5% Contingency	<u> 1,250,000</u>	Federal Funds	
F F & E	<u> \$ 5,000,000</u>	Other	
Other			
Total	\$ <u> 33,750,000</u>	Total	\$ <u> 33,750,000</u>

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012**

**CAPITAL BUDGET REQUEST
FY 2014
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: College of Western Idaho (CWI)

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Nampa Campus Master Plan (Phase II)

CONTACT PERSON: Craig Brown, Vice President

TELEPHONE: 208-562-3412

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

This project is the second of two phases which will provide the development plan for the 100-acre Nampa campus. Phase I has been completed; Phase II will be completed after development begins.

(B) What is the existing program and how will it be improved?

Phase II will complement Phase I by completing the work begun with Phase I, and after the first round of building has started. At that time CWI will know what additional master planning activity is needed.

(C) What will be the impact on your operating budget?

If funded through the PBFAC process, there should be minimal, if any, impact upon the CWI operating budget.

(D) What are the consequences if this project is not funded?

Not being able to complete the overall campus master planning process might result in uncoordinated land use/building placement on the Nampa Campus.

ESTIMATED BUDGET:

Land	\$	
A/E fees		<u>200,000</u>
Construction		
5% Contingency		<u>10,000</u>
F F & E		
Other		
Total	\$	<u>210,000</u>

FUNDING:

PBF	\$	<u>210,000</u>
General Account		
Agency Funds		
Federal Funds		
Other		
Total	\$	<u>210,000</u>

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

**BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY &
UNIVERSITY OF IDAHO**

SUBJECT

University National Collegiate Athletic Association (NCAA) Academic Progress Rate (APR) Scores

BACKGROUND/DISCUSSION

The APR is determined by using the eligibility and retention for each student-athlete on scholarship during a particular academic year. Student-athletes are awarded points for each semester they are enrolled and for each semester they are eligible for intercollegiate competition. The APR is calculated by taking the number of possible points and dividing that number by the total number of points earned from retention and eligibility over the same period of time.

The NCAA instituted the APR requirements beginning in the 2003-04 academic year. Beginning in the fall of 2007, the APR is based on four years of data and every year thereafter, the most current year's data will be added and the oldest year will be removed to create a four-year rolling rate. The benchmark minimum score is 925.

IMPACT

Contemporaneous financial aid penalties can be applied if an athletic team's APR score is below 925. Teams that fall under the contemporaneous penalties risk the loss of future scholarships.

This is the sixth year institutions will be subject to historically based penalties. In the first stage of that structure, teams with APRs below 900 will receive a public warning. If those same teams continue to fall below the 900 cut line, they will be subject to a variety of playing and practice season restrictions, based on a formula that includes a measurement of the team's improvement over the last several years.

After public warnings, penalties become progressively more severe, eventually banning teams from postseason play.

ATTACHMENTS

Institution narrative and NCAA 2010 – 2011 Academic Progress Rates	
Boise State University APR Report	Page 3
Idaho State University APR Report	Page 9
University of Idaho APR Report	Page 17

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

STAFF COMMENTS AND RECOMMENDATIONS

Each institution provided a statement regarding APR and how the NCAA requirement affects that institution. Following the statement from each institution are the NCAA APR sheets for all sports at that institution.

Staff commends the Board for requesting that institutions use the APR in head coach's contracts to a greater extent than it has in the past. Continuing to increase the incentive for academic achievement will help place a higher priority on the life-learning needs of the student-athletes.

BOARD ACTION

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Boise State University
Spring 2011 APR Report Summary

Boise State University Athletic Department continues to improve its Academic Progress Rate in the 2011 NCAA APR Report. This statistical analysis covers a four-year period for the academic years of 2006-07 to 2009-10. The overall Boise State Athletic Department 4-year APR is 972. Along with Boise State leading the Western Athletic Conference's APR efforts in football and men's basketball, the Broncos ranked second among league schools in seven other sports - women's golf, gymnastics, women's tennis, men's outdoor track and field, men's indoor track and field, men's cross country and women's outdoor track and field. The NCAA honored the Bronco football team (981 APR) with an APR Public Recognition Award. The award is presented to a school which posts multi-year APR rates in the top 10 percent for its specific sport.

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/16/2012

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2007-08, 2008-2009, 2009-10 and 2010-11 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (297)	NA	NA	NA	NA	965	959	976	970	961	961
Basketball (344)	956	898	50th-60th	20th-30th	950	943	965	954	946	951
Cross Country (314)	991	1000	70th-80th	70th-80th	973	970	980	979	970	973
Football (243)	989	984	90th-100th	70th-80th	948	943	963	952	944	NA
Fencing (18)	NA	NA	NA	NA	970	958	975	981	971	948

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of teams represented.

¹ Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

² Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

³ Denotes APR that does not subject the team to ineligibility for postseason competition due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 900 for that team to be subject to ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/16/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Golf (298)	931	875	1st-10th	1st-10th	973	969	981	980	969	970
Gymnastics (16)	NA	NA	NA	NA	983	983	980	983	987	970
Ice Hockey (58)	NA	NA	NA	NA	982	975	989	980	993	980
Lacrosse (60)	NA	NA	NA	NA	972	970	973	981	973	962
Skiing (11)	NA	NA	NA	NA	975	964	995	975	985	963
Soccer (203)	NA	NA	NA	NA	968	960	976	968	972	966
Swimming (137)	NA	NA	NA	NA	974	969	982	976	972	975
Tennis (260)	928	875	1st-10th	1st-10th	973	969	979	977	970	972
Track, Indoor (258)	969	1000	50th-60th	30th-40th	963	956	979	965	960	964
Track, Outdoor (277)	959	963	30th-40th	20th-30th	965	958	980	966	963	965
Volleyball (23)	NA	NA	NA	NA	976	971	982	977	982	978
Water Polo (22)	NA	NA	NA	NA	979	978	980	988	993	965
Wrestling (80)	931	926	10th-20th	1st-10th	960	955	973	964	956	957
By Sport - Women's										
Basketball (342)	956	1000	20th-30th	20th-30th	970	965	980	971	968	971

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/16/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Bowling (34)	NA	NA	NA	NA	957	948	976	985	949	973
Cross Country (341)	961	922	10th-20th	20th-30th	981	978	988	984	978	982
Fencing (22)	NA	NA	NA	NA	978	974	981	973	991	969
Field Hockey (78)	NA	NA	NA	NA	990	987	992	987	992	989
Golf (254)	984	1000	40th-50th	60th-70th	985	982	990	987	984	983
Gymnastics (62)	990	1000	40th-50th	70th-80th	988	988	993	988	993	985
Ice Hockey (34)	NA	NA	NA	NA	987	984	989	989	994	981
Lacrosse (91)	NA	NA	NA	NA	987	986	987	990	988	982
Rowing (84)	NA	NA	NA	NA	986	983	988	984	990	983
Skiing (12)	NA	NA	NA	NA	983	975	994	968	994	985
Soccer (321)	966	991	10th-20th	30th-40th	980	976	987	981	977	981
Softball (288)	944	959	1st-10th	10th-20th	978	974	988	981	975	978
Swimming (196)	985	991	40th-50th	60th-70th	985	983	988	985	984	986
Tennis (321)	966	963	10th-20th	30th-40th	982	980	986	985	980	982

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/16/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Track, Indoor (312)	966	944	30th-40th	30th-40th	974	969	986	975	972	974
Track, Outdoor (318)	988	980	60th-70th	60th-70th	975	970	987	976	974	975
Volleyball (327)	948	1000	1st-10th	10th-20th	980	976	988	982	978	980
Water Polo (33)	NA	NA	NA	NA	980	973	986	979	988	978
By Sport - Co-Ed										
Rifle (23)	NA	NA	NA	NA	973	977	949	983	956	948

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

Idaho State University
Spring 2011 APR Report Summary

The 2009-10 one year score for the whole department was tied for the highest ever at 939. This tied the 2006-07 one-year score. The 939 score was up 19 points from the 2008-09 score of 920.

The 2009-10 four-year average for the whole department was the highest ever at 934. The department as a whole went up seven points in the four-year average score.

- Men's Basketball continues to climb in the four-year average score. They have reached a score of 923. The one-year score went down to a 870, however a score of 827 from the 2005-06 school year dropped off causing their four-year score to increase.
- Football improved slightly in both their one-year score and their four-year score. However the improvements were not enough to avoid Historic Level 3 penalties. Those penalties include:

Scholarship reduction, practice reduction and postseason competition ban.
The four-year score went from an 881 to an 888.

- Men's Tennis scored a perfect 1000 and saw another huge jump for the third year in a row. Their single-year score for the 2006-07 year was 792. The single-year score for the 2007-08 year was 889. The single-year score for the 2008-09 year 952. Finally, the single-year score for 2009-10 was a perfect 1000. This helped raise their four year score up to a 951.
- Women's Cross Country scored a perfect 1000 for the fourth year in a row and earned a perfect 1000 for their four-year average. They are the second team to do that at Idaho State University. The first team was the Women's Cross Country team in the 2008-09 year.
- Women's Soccer jumped 13 points on their one-year score earning a 976 for 2009-10 and a four-year score of 975. This is the second year in a row that the team has increased in their one-year score.
- Women's Basketball saw a huge jump in their one-year score. They went from an 857 in 2008-09 to a 955 in 2009-10. Their four-year score is currently a 931.
- Men's Outdoor Track dropped slightly in the one-year score but saw an increase in their four-year score from a 922 in 2008-09 to a 930 in 2009-10. They should see a huge jump next year as they will lose an 868 score from the 2006-07 year.
- Women's Golf had their second perfect 1000 single-year score in the last 3 years. This propelled their four-year average up to a 958.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

- Women's Softball saw a huge single-year jump of 134 points. They scored an all-time high for Softball with a single year score of 959.
- Women's Tennis saw a big one-year improvement of 28 points. Their one-year score is a 929.
- Women's Outdoor track saw an 18 point increase in their one-year score.
- Women's Volleyball saw their second perfect 1000 for a single-year score in the last 3 years. This propelled their four-year average to a 977.
- Of the teams on the ISU campus, only Men's Basketball (923), Football (888), and Softball (893) have scores below the 925 mark. With Men's Basketball climbing every year they should be over the 925 mark by next year. Football has continued to make slight increases and will continue to climb. The Softball team made a large jump in the single-year score and will continue to climb, shooting to have the four-year average over 925 after the 2012-13 school year.

Academic Highlights for the 2011-12 Academic Year

- Fall 2011
 - Overall Department GPA for Fall 2011: 3.17
 - 17 students with a 4.0 (*department record*)(*Previous Record was 16 in AF10*)
 - 41 students with a 3.75+ (*department record is 51 in AF10*)
 - 116 students with a 3.5+ (*department record*)(*Previous record was 80 in AS11*)
 - 190 students with a 3.0 or higher (*department record*)(*Previous record was 151 in AF10 and AS11*)
 - 41 Fall Big Sky Academic All Conference – *The record for Idaho State for Fall is 42 (Fall 2010)*
 - 7 Fall Big Sky Academic All Conference from Cross Country – (*ISU Record is 8 AF10*)
 - 17 Fall Big Sky Academic All Conference from Football - *Idaho State Record*
 - 10 Fall Big Sky Academic All Conference from Soccer – (*ISU Record is 12 AF10*)
 - 41 Winter Big Sky Academic All Conference – *Ties a record for Idaho State for Winter (Winter 2010)*
 - 2 Winter Big Sky Academic All Conference from Men's Basketball (*ISU Record is 3 last achieved in 2008*)
 - 7 Winter Big Sky Academic All Conference from Women's Basketball – *Idaho State Record*
 - 9 Winter Big Sky Academic All Conference from Men's Indoor Track (*ISU Record is 17 in 2000*)
 - 23 Winter Big Sky Academic All Conference from Women's Indoor Track – *Idaho State Record*
 - Women's Tennis achieved the highest GPA in their history and the third highest in Athletic Department History in Fall 2011: 3.56
 - Football achieved the highest GPA in their History in Fall 2011: 3.06
 - Women's Soccer achieved the highest GPA in their history in Fall 2011: 3.37
 - Softball achieved the highest GPA in their history in Fall 2011: 3.24
 - Women's Volleyball achieved the second highest GPA in their history and the second highest in the Athletic Department History in Fall 2011: 3.62
 - 3 Former ISU football players graduated in Fall 2011 (Barnett, Sicardo and Henry)
 - 2 other Former ISU Athletes (Doma and Hall) graduated in Fall 2011
 - 7 current student athletes graduated in Fall 2011 (A total of 12 SA's graduated AF11)
- Spring 2012
 - Overall Department GPA for Spring 2012: 3.20
 - 13 students with a 4.0(*department record is 17 in AF11*)
 - 46 students with a 3.75+(*department record is 51 in AF10*)
 - 91 students with a 3.5+ (*department record is 116 in Fall 2011*)
 - 182 students with a 3.0+ (*department record is 190 in Fall 2011*)
 - 53 Football students with a 3.0 or higher for the semester
 - Football achieved the highest GPA in their history for the 3rd semester in a row in Spring 2012: 3.16
 - Women's Tennis named to the Intercollegiate Tennis Association All Academic Team
 - 3 players also named to the individual team

- Men's Tennis achieved the highest GPA in their history in Spring 2012: 3.49. This was also the 5th highest single semester GPA in the history of ISU athletic department.
 - Named to the Intercollegiate Tennis Association All Academic Team
 - 3 players also named to the individual team
- Volleyball achieved the 3rd highest GPA in their history in Spring 2012: 3.51. This was also the 4th highest single semester GPA in the history of the ISU athletic department. Volleyball now holds 7 of the top 10 all time single semester GPA's for the Idaho State Athletic Department.
- 35 student-athletes graduated in Spring 2012 (total of 47 for the entire year)
- 47 Spring Big Sky Academic All Conference (beats the old record by 11)
- Overall
 - Big Sky Scholar Athlete Award Winners : Karissa Legaux (Volleyball) and Trevor White (Men's Track and Field)
 - 47 total student-athletes graduated in the 2011-12 school year (more in August)
 - 129 Big Sky All Academic beats the previous record of 110 for the 2010-11 school year. Tied for 1st place in the Big Sky for the 2011-12 school year.
 - ISU APR Overall:
 - Graduation Rates:

Overall Student Body:	4 year rate: 30%	6 year rate: 31%
Student Athletes:	4 year rate: 45%	6 year rate: 37%

NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/19/2012

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2007-08, 2008-2009, 2009-10 and 2010-11 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (297)	NA	NA	NA	NA	965	959	976	970	961	961
Basketball (344)	914	865	10th-20th	1st-10th	950	943	965	954	946	951
Cross Country (314)	976	969	40th-50th	40th-50th	973	970	980	979	970	973
Football (243)	881 ⁸	903	1st-10th	1st-10th	948	943	963	952	944	NA
Fencing (18)	NA	NA	NA	NA	970	958	975	981	971	948

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/19/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Golf (298)	NA	NA	NA	NA	973	969	981	980	969	970
Gymnastics (16)	NA	NA	NA	NA	983	983	980	983	987	970
Ice Hockey (58)	NA	NA	NA	NA	982	975	989	980	993	980
Lacrosse (60)	NA	NA	NA	NA	972	970	973	981	973	962
Skiing (11)	NA	NA	NA	NA	975	964	995	975	985	963
Soccer (203)	NA	NA	NA	NA	968	960	976	968	972	966
Swimming (137)	NA	NA	NA	NA	974	969	982	976	972	975
Tennis (260)	926	875	1st-10th	1st-10th	973	969	979	977	970	972
Track, Indoor (258)	960	1000	40th-50th	20th-30th	963	956	979	965	960	964
Track, Outdoor (277)	965	1000	40th-50th	30th-40th	965	958	980	966	963	965
Volleyball (23)	NA	NA	NA	NA	976	971	982	977	982	978
Water Polo (22)	NA	NA	NA	NA	979	978	980	988	993	965
Wrestling (80)	NA	NA	NA	NA	960	955	973	964	956	957
By Sport - Women's										
Basketball (342)	931	956	1st-10th	1st-10th	970	965	980	971	968	971

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/19/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Bowling (34)	NA	NA	NA	NA	957	948	976	985	949	973
Cross Country (341)	986	942	50th-60th	60th-70th	981	978	988	984	978	982
Fencing (22)	NA	NA	NA	NA	978	974	981	973	991	969
Field Hockey (78)	NA	NA	NA	NA	990	987	992	987	992	989
Golf (254)	991	1000	50th-60th	70th-80th	985	982	990	987	984	983
Gymnastics (62)	NA	NA	NA	NA	988	988	993	988	993	985
Ice Hockey (34)	NA	NA	NA	NA	987	984	989	989	994	981
L a c r o s s e (91)	NA	NA	NA	NA	987	986	987	990	988	982
Rowing (84)	NA	NA	NA	NA	986	983	988	984	990	983
Skiing (12)	NA	NA	NA	NA	983	975	994	968	994	985
Soccer (321)	967	979	10th-20th	30th-40th	980	976	987	981	977	981
Softball (288)	896 ⁸	942	1st-10th	1st-10th	978	974	988	981	975	978
Swimming (196)	NA	NA	NA	NA	985	983	988	985	984	986
Tennis (321)	936	1000	1st-10th	1st-10th	982	980	986	985	980	982

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NCAA Division I 2010 - 2011 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/19/2012

Sport (N)	Multiyear APR	2010-2011 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Track, Indoor (312)	962	961	20th-30th	20th-30th	974	969	986	975	972	974
Track, Outdoor (318)	961	961	20th-30th	20th-30th	975	970	987	976	974	975
Volleyball (327)	983	1000	40th-50th	50th-60th	980	976	988	982	978	980
Water Polo (33)	NA	NA	NA	NA	980	973	986	979	988	978
By Sport - Co-Ed										
Rifle (23)	NA	NA	NA	NA	973	977	949	983	956	948

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

University of Idaho
Spring 2011 APR Report Summary

The University of Idaho sponsors 16 NCAA sports and of those, 15 currently maintain a 4-year average of at least 940. That number is up one from last year. Football is the only sport below 940. Football has a 923 four-year average, an increase of 15 points over the prior four-year average.

Football had a single year APR of 972 in 2009-10. As a result of having an average below 925 and having an individual student earn neither of the possible two points during a semester, the football program was subject to a contemporaneous penalty of 24 initial counters and 84 overall counters. That penalty must be served within two years of the 09-10 data. The institution made the decision to serve the penalty in the 2010-11 academic year instead of the more traditional route of delaying the penalty until the 2011-12 academic year. As a result of taking the penalty during 2010-11, the football program has a full complement of scholarships available for 2011-12. The football program should raise the team APR average above the 925 cutline after the 2010-11 data is reported.

Fresno is the only WAC institution without at least one team ranked last in Conference APR standings. The University of Idaho has two (men's golf and men's outdoor track). Boise has two (men's tennis and women's volleyball). Louisiana Tech has one (men's indoor track). Nevada has three (baseball, women's cross country, and women's swimming). New Mexico State has four (football, men's basketball, women's indoor track and women's outdoor track). San Jose has three (women's basketball and women's soccer). Hawaii has one (women's golf). Utah State has two (men's cross country, women's tennis).

Idaho's average APR score, by sport, is 961.88. That is an increase of over four points compared to the prior four-year average.

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NCAA Division I 2010 - 2011 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/26/2012

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2007-08, 2008-09, 2009-10 and 2010-11 academic years. The multiyear rate will be reported publicly in 2012. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2010 - 2011 (N)	Multiyear Rate	2010 - 2011	Multiyear Rate	2010 - 2011
Men's Basketball	960 (53)	N/A	913 (13)	980	957	929	870
Men's Cross Country	948 (25)	978	875 (6)	918	833	979	917
Football	934 (321)	N/A	921 (82)	916	894	946	940
Men's Golf	920 (35)	N/A	806 (8)	899	750	926	867
Men's Tennis	963 (36)	N/A	895 (10)	971	947	926	842
Men's Track, Indoor	950 (64)	N/A	950 (5)	926	1000	967	900
Men's Track, Outdoor	948 (82)	N/A	939 (17)	909	909	967	939
Women's Basketball	961 (60)	N/A	942 (14)	983	962	939	923
Women's Cross Country	994 (43)	N/A	1000 (9)	988	1000	1000	1000
Women's Golf	981 (27)	995	1000 (7)	1000	1000	942	1000
Women's Soccer	971 (90)	N/A	976 (21)	982	976	959	976
Women's Swimming	978 (92)	N/A	969 (25)	972	959	972	958
Women's Tennis	984 (33)	N/A	969 (8)	1000	1000	969	938
Women's Track, Indoor	961 (96)	N/A	967 (23)	937	935	979	1000
Women's Track, Outdoor	961 (98)	N/A	966 (22)	938	932	979	1000

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NCAA Division I 2010 - 2011 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/26/2012

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2010 - 2011 (N)	Multiyear Rate	2010 - 2011	Multiyear Rate	2010 - 2011
Women's Volleyball	1000 (50)	N/A	1000 (12)	1000	1000	1000	1000

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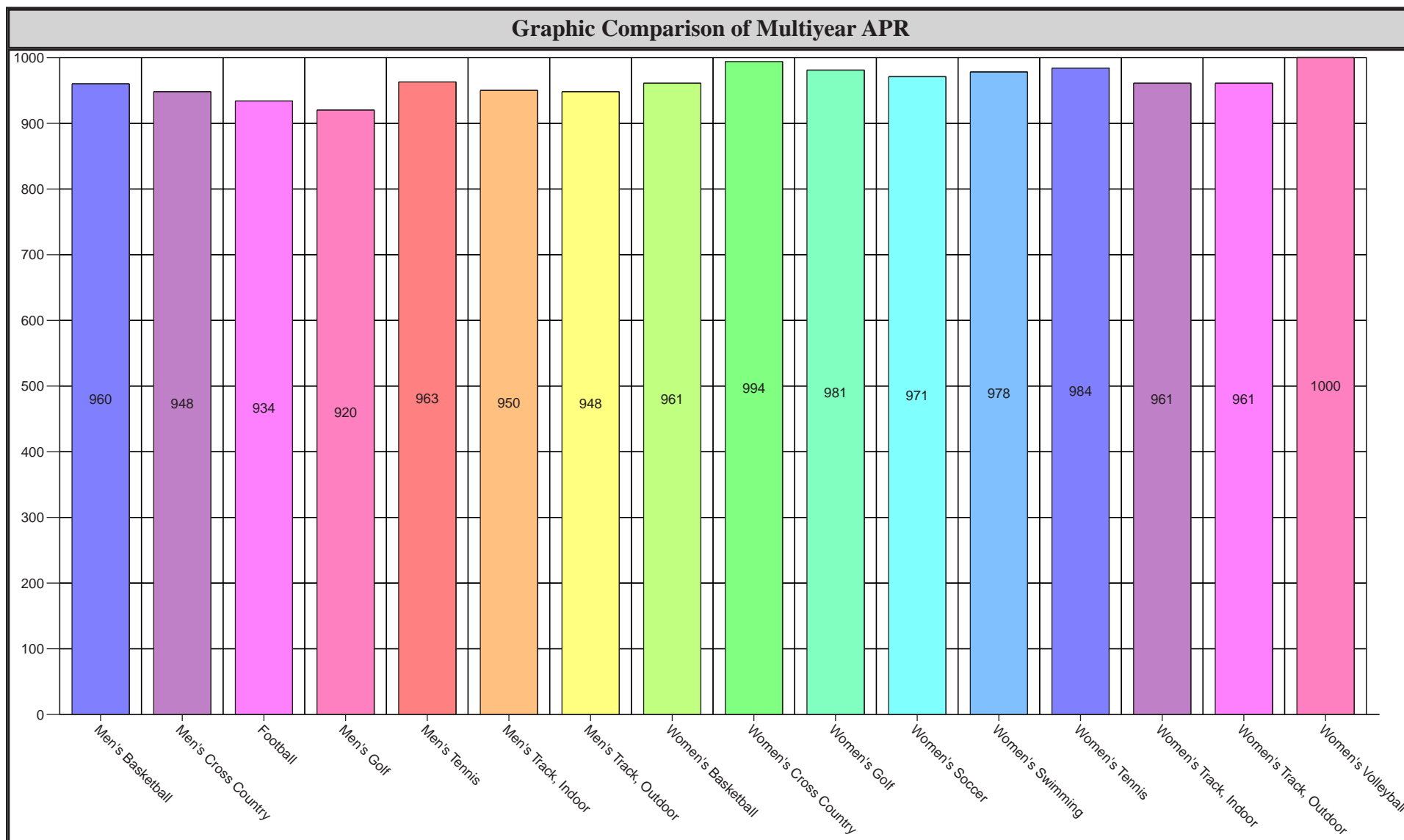
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NCAA Division I 2010 - 2011 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/26/2012

Sport-by-Sport APR Comparison:



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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

SUBJECT

Budget Policies V.B. – first reading

REFERENCE

April 2010

Board adopted Occupancy Costs policy

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

In 2010, the Board codified a 2008 Joint Finance Appropriations Committee (JFAC)-developed policy to define terms and document the formula used to calculate occupancy costs. Since that time, staff has worked with JFAC staff to identify several sections of the policy which are in need of clarification, and to recommend revisions.

IMPACT

- 1) No notification is required for capital projects that are named in the Permanent Building Fund appropriation bill; however, for projects in the lump sum alterations and repair category of the Permanent Building Fund appropriation bill, notification according to the policy procedures is required.
- 2) Only the space of an existing facility that was expanded, remodeled, or converted should become eligible for occupancy costs, rather than the entire facility.
- 3) If an institution leases facility space to another entity, only the non-leased or owner-occupied space or replacement cost of the facility would be eligible for occupancy costs.
- 4) Once an institution has taken occupancy of the facility, or the remodeled or expanded area, the institution would provide verification to the Legislative Services Office and the Division of Financial Management of the gross square footage, construction costs, current replacement value, and current or proposed leased space.
- 5) Notification period would be extended from 10 business days to 30 calendar days from time of project approval.

ATTACHMENTS

Attachment 1 – Proposed Policy V.B.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

At JFAC's interim meeting in June a unanimous consent request was made to agree to items 1 – 4 listed in Impact, above. JFAC also expressed its opinion that it will not reconsider projects that did not meet the policy notification deadline. As such, staff added the fifth item to provide adequate time to process and submit notice under the policy. JFAC staff confirmed that even though JFAC did not take action to modify its policy, these proposed changes, if accepted by the Board, would document JFAC's intent in Board policy. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOARD ACTION

I move to approve the first reading of the proposed amendments to Board Policy V.B. as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

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).

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.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

- 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 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.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

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

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

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.

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.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

February-October 2012

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

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

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Subsection: B. Budget Policies

February-October 2012

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 owner-occupied space other than auxiliary enterprise space. Space owned by an institution but leased to another entity is not eligible space. Occupancy costs for "common use" space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use. When funds are used to expand, remodel, or convert existing space, the eligible space shall be limited to square footage of the expanded, remodeled or converted space, only.
- 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.
- 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.

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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~~ provided to the ~~Governor Division of Financial Management (DFM) and the Joint Finance Appropriations Committee Legislative Services Office, Budget and Policy Analysis Division (LSO-BPA).~~ Written notification shall be ~~submitted by the Office of the State Board of Education or a community college provided to DFM and LSO-BPA by the approving entity or institution~~ within ~~ten~~ thirty (30) business calendar days of final project approval by:
- 1) the State Board of Education or its executive director,
 - 2) the vice-president for finance and administration (or functional equivalent) in the case of a locally approved project, or
 - ~~i-3)~~ a community college board of trustees.

Written notification shall include:

- 1) description of the eligible space, its intended use, and how it relates to the mission of the institution;
- 2) estimated cost of the building or facility, and source(s) of funds;
- 3) estimated occupancy costs; and
- 4) estimated date of completion.

- ii. A facility or project specifically identified by name and approved by the Legislature and the Governor in the capital projects category of the Permanent Building Fund ~~budget appropriation bill~~ satisfies the notice requirement for purposes of requesting occupancy costs. All other facilities and projects for which occupancy costs may be requested shall follow the notification requirements of this policy.

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).

- ~~d-e.~~ Once an institution has taken occupancy of a facility, or the remodeled or expanded area of a facility, the institution shall provide verification to DFM and LSO-BPA of the gross square footage, construction costs, current replacement value, and, if applicable, current or proposed lease space.

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e-f. 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.
- 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-g. 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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BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

SUBJECT

Athletics Board Policy III.T. and V.X. – second reading

REFERENCE

April 2012

Board approved athletics limits for fiscal year 2013

June 2012

Board approved first reading

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

This amendment to Board policy moves paragraphs 1-4 of Section III.T. to a new Section V.X. related to policies on athletic revenues, expenses and financial reporting. Only Section III.T.5, Student Athletes-Conduct, would remain in Section III.

The proposed amendments to V.X. clarify “sources of funds” and “gender equity” as defined terms, requires an annual gender equity report, and requires Board approval of all annual limits on athletics expenditures. The General Fund appropriation is used for the purpose of calculating the limit on State General Funds. For the purpose of computing the limit on Institutional Funds, the policy uses the rate of change of total Appropriated Funds as the calculator.

IMPACT

These changes will provide the Board, institutions, and staff a more precise understanding of the source of athletics revenues, greater oversight by the Board, and a method to show how the institutions are addressing compliance with Title IX.

ATTACHMENTS

Attachment 1 – Section V.X.– Second Reading

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Attachment 2 – Section III.T. – Second Reading

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STAFF COMMENTS AND RECOMMENDATIONS

There were no changes between first and second reading. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy moving Section III.T., paragraphs 1-4, Intercollegiate Athletics to Section V.X., Intercollegiate Athletics, and renumber Section III.T.5., Student Athletes – Conduct, as Section III.T.1. with all revisions as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS
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1. Philosophy

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

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

- a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;
- b. reflect accurately the priorities and academic character of its institutions;
- c. fuel school spirit and community involvement;
- d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation; and
- e. actively and strategically progress toward compliance with Title IX of the Higher Education Amendments Act of 1972.

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

2. Policies

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

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

- a. State General Funds – means state General Funds (as defined in section 67-1205, Idaho Code) appropriated to the institutions.

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SECTION: V. FINANCIAL AFFAIRS
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- b. Student Athletic Fee Revenue – means revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program pursuant to policy V.R.3.b.ii.
 - c. Program Funds – means revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.
 - d. Institutional Funds – means any funds generated by the institution outside the funds listed in a., b. and c. above. Institutional Funds do not include tuition and fee revenue collected under policy V.R.3. Examples of Institutional Funds include, but are not limited to, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative overhead charged to revenue-generating accounts across campus.
3. Funds allocated and used by athletics from the above sources are limited as follows:
- a. State General Funds –
 - i. The limit for State General Funds shall be allocated in two categories: General Funds used for athletics and General Funds used to comply with Title IX.
 - ii. The Board set the following FY 2013 General Fund limits:
 - 1) General Funds for Athletics:

a) Universities	\$2,424,400
b) Lewis-Clark State College	\$ 901,300
 - 2) General Funds for Gender Equity:

a) Boise State University	\$1,069,372
b) Idaho State University	\$ 707,700
c) University of Idaho	\$ 926,660
d) Lewis-Clark State College	\$ 0
 - iii. The methodology for computing the limits for both categories of State General Funds shall be to calculate the rate of change for the next fiscal year ongoing State General Funds compared to the ongoing State General Funds in the current fiscal year, and then apply the rate of change to both limits approved by the Board in the previous year. Such limits shall be approved annually by the Board.
 - b. Institutional funds –

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SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: X. Intercollegiate Athletics

August 2012

i. The Board set the following FY 2013 limits:

1. Boise State University	\$ 386,100
2. Idaho State University	\$ 540,400
3. University of Idaho	\$ 772,100
4. Lewis-Clark State College	\$ 154,300

ii. The methodology for computing the limits for Institutional Funds shall be to calculate the rate of change for the next fiscal year ongoing Appropriated Funds compared to the ongoing Appropriated Funds in the current fiscal year, and then apply the rate of change to the limit approved by the Board in the previous year. Such limits shall be approved annually by the Board. For purposes of this paragraph, "Appropriated Funds" means all funds appropriated by the Legislature to the institutions, including but not limited to, State General Funds, endowment funds, and appropriated tuition and fees.

c. Student Activity Fee Revenue – shall not exceed revenue generated from student activity fee dedicated for the athletic program. Institutions may increase the student fee for the athletic program at a rate not more than the rate of change of the total student activity fees.

d. Program funds – the institutions can use the program funds generated, without restriction.

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

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

It is the intent of the Board that increases in program revenues should be maximized before increases to the athletic limits under subsection 3 will be considered.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

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

August 2012

4. Gender Equity

- a. Gender equity means compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics. Congress delegated authority to promulgate regulations (34 C.F.R. §106.41) for determining whether an athletics program complies with Title IX. The U.S. Department of Education, through its Office of Civil Rights (OCR) is responsible for enforcing Title IX.
- b. Title IX measures gender equity in athletics in three distinct areas: participation, scholarships, and equivalence in other athletics benefits and opportunities.
- c. The chief executive officer of each institution shall prepare a gender equity report for review and formal approval by the Board in a format and time to be determined by the Executive Director. The gender equity report will show the status of an institution's compliance with Title IX. The gender equity report will show the changes to the athletics programs necessary to comply with Title IX over time.

5. Financial Reporting.

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The fund balances as of June 30 shall be included in the report. The general format of the report will be consistent with the format established by the Executive Director. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The institutions will submit the following reports to the Board:

- a. The institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format and time to be determined by the Executive Director.
 - (1) Actual revenues and expenditures for the fiscal year most recently completed.
 - (2) Estimated revenues and expenditures for the current fiscal year.
 - (3) Proposed operating budget for the next budget year beginning July 1.
- b. The following fiscal year's financial information will be reported by each institution in a format and time to be determined by the Executive Director:

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

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- (1) Actual revenues and expenditures for the prior four (4) fiscal years
- (2) Estimated revenues and expenditures for the current fiscal year.

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. Student Athletes

June 2012

Student Athletes - Conduct

- a. Each public college and university shall have a written policy governing the conduct of student athletes. At a minimum, those policies shall include:
 - i. A disclosure statement completed and signed by the student athlete prior to participation in any intercollegiate athletic endeavor, which shall include a description of (1) all prior criminal convictions, (2) all prior juvenile dispositions wherein the student was found to have committed an act that would constitute a misdemeanor or felony if committed by an adult, and (3) all pending criminal charges, including juvenile proceedings alleging any act which would constitute a misdemeanor or felony if committed by an adult.
 - ii. This statement will be kept in the office of the athletic director. Failure to accurately disclose all incidents may result in immediate suspension from the team.
- b. Institutions shall not knowingly recruit any person as a player for an intercollegiate athletic team who has been convicted of a felony or, in the case of a juvenile, who has been found to have committed an act which would constitute a felony if committed by an adult. Exemptions to this restriction shall be granted only by the President of the college or university upon recommendation of the athletic director and faculty athletics representative. Such decisions shall be reported in writing to the Executive Director of the State Board of Education at the time the exception is granted.
- c. A student athlete convicted of a felony after enrollment, including a plea of nolo contendere on a felony charge, shall be removed from the team and shall not be allowed to participate again in intercollegiate athletics at any Idaho public college or university. Further, an institution may cancel any athletic financial aid received by a student who is convicted of a felony while the student is receiving athletic financial aid subject to NCAA regulations and the institution's applicable student judicial procedure. Nothing herein shall be construed to limit an institution from exercising disciplinary actions or from implementing student athletic policies or rules that go beyond the minimum requirements stated herein.
- d. Subject to applicable law, all institutions shall implement a drug education and testing program and shall require all intercollegiate student athletes to give written consent to drug testing as a condition of the privilege of participating in intercollegiate athletics.
- e. Institutions shall require their athletic coaches to hold an annual team meeting with their respective teams at the beginning of each season. The coaches shall be required to verbally review the team rules with team members at the meeting. Attendance at this meeting shall be mandatory. Each team member shall receive a written copy of the team rules and sign a statement acknowledging receipt of the rules and attendance at the meeting where the rules were verbally reviewed.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 2

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: T. Student Athletes

June 2012

f. Reporting Requirements

- i. Student athletes shall immediately report any criminal charges to their head coach and to the athletic director. Coaches shall be obligated to inform the athletic director of any knowledge of charges against their athletes. The athletic director shall report the same to the chief student affairs officer and to the institutional president, who shall report the same in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after learning of the charges. The report to the Executive Director shall include a description of the alleged violation of law and the institution's proposed action, if any.
- ii. Coaches shall immediately report the conviction of any student athlete to the athletic director and the institutional president, who shall report the conviction in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after the conviction. This report shall include a description of the violation of law and the institution's proposed action, if any.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Educational Broadband Service Long-Term De Facto Transfer Lease Agreement with Clearwire Spectrum Holdings III, LLC

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.6.

BACKGROUND/DISCUSSION

In the early 1990's, the Federal Communications Commission (FCC) licensed broadcast bandwidth to universities to provide for Instructional Television Fixed Service stations, now known as Educational Broadband Service (EBS) stations. Boise State University was granted four channels. EBS licensees are authorized to lease excess capacity ("white space") on EBS stations to commercial entities as long as minimum educational use requirements are met.

On May 21, 2004, Boise State University entered into a lease agreement with Wireless Broadband Services of America, LLC (a predecessor in interest to Clearwire Spectrum Holdings III, LLC) for the commercial use of the excess capacity in the University's EBS channels. The current lease has a 5 year term with two 5 year automatic renewal periods. The second renewal term under the current lease is set to expire in 2016.

The FCC is currently allowing existing licensees to apply for unused bandwidth that is adjacent to the currently licensed spectrum. There are two additional channels (B3/B4) available to the University. On May 14, 2012, the University applied to the FCC for licenses for these two additional channels. The FCC has not yet acted on the application, but the University anticipates the licenses will be granted. Both the University and Clearwire would like to renegotiate the lease before expiration of the second renewal term, as the current payment terms need to be adjusted.

IMPACT

The University engaged the services of specialized outside counsel from Washington, D.C. to assist in negotiating the new lease agreement. Counsel for the University confirmed that Clearwire's lease terms are within the range of fair market value.

This agreement is not contingent upon the University obtaining approval from the FCC for the additional channels. However, the additional channels will change the monthly fee and service credits, as outlined in the chart below. The initial term of the lease will begin on the date of issuance by the FCC notice announcing the grant of the FCC Long Term Lease Application. The agreement will renew automatically for successive terms on the date that the licenses are

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renewed by the FCC, for a maximum duration of thirty (30) years. Clearwire must notify the University twelve (12) months in advance if it chooses not to automatically renew the agreement.

Clearwire will pay an up-front fee of \$75,000 to assist the University in obtaining equipment (such as mobile devices that may be used by departments on campus) used to meet the FCC's educational use requirement.

In addition, Clearwire will pay a monthly service fee as follows:

	Monthly Fee w/out additional channels	Monthly Fee w/ additional channels
Year 1	\$6,200	\$9,300
Year2	\$6,386	\$9,579
Year 3	\$6,578	\$9,866
Year 4	\$6,775	\$10,162
Year 5	\$6,978	\$10,467
Year 6	\$7,187	\$10,781
Year 7	\$7,403	\$11,105
Year 8	\$7,625	\$11,438
Year 9	\$7,854	\$11,781
Year 10	\$8,090	\$12,134
Year 11	\$8,332	\$12,498
Year 12	\$8,582	\$12,873
Year 13	\$8,840	\$13,260
Year 14	\$9,105	\$13,657
Year 15	\$9,378	\$14,067
Year 16	\$9,659	\$14,489
Year 17	\$9,949	\$14,924
Year 18	\$10,248	\$15,371
Year 19	\$10,555	\$15,833
Year 20	\$10,872	\$16,308
Year 21	\$11,198	\$16,797
Year 22	\$11,534	\$17,301
Year 23	\$11,880	\$17,820
Year 24	\$12,236	\$18,354
Year 25	\$12,603	\$18,905
Year 26	\$12,981	\$19,472
Year 27	\$13,371	\$20,056
Year 28	\$13,772	\$20,658
Year 29	\$14,185	\$21,278
Year 30	\$14,611	\$21,916
TOTAL	\$294,967	\$442,450

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The above monthly service fee(s) will be prorated based on the increase or decrease of capacity or a change in size or location of the Geographic Service Area (GSA) from that which existed on the effective date. In addition, the University will receive wireless services at a value defined at fair market value.

ATTACHMENTS

Attachment 1 – Proposed Lease Agreement
Attachment 2 – May 2004 Lease Agreement

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STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve Boise State University's request to enter into an Educational Broadband Service Long-Term De Facto Transfer Lease Agreement with Clearwire Spectrum Holdings III, LLC, and to authorize the vice-president for finance and administration to execute the lease agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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EDUCATIONAL BROADBAND SERVICE LONG-TERM *DE FACTO* TRANSFER LEASE AGREEMENT

THIS Educational Broadband Service (“EBS”) Long-Term *De Facto* Transfer Lease Agreement (the “**Agreement**”) is entered into as _____, 2012 (the “**Effective Date**”), by and between Idaho State Board of Education on behalf of Boise State University, an Idaho public institution of higher education (the “**Licensee**”), and Clearwire Spectrum Holdings III LLC, a Nevada limited liability company (“**Clearwire**”) (each sometimes referred to as “**Party**” and collectively as “**Parties**”).

WHEREAS the Federal Communications Commission (“**FCC**”) has authorized EBS channels B1, B2 and D3, D4 to Licensee under call signs WHR688 and WHR689, respectively (the “**Licenses**”) and Licensee has submitted an application to the FCC to add channels B3 and B4 under call sign WHR688 (collectively, such currently licensed channels together with any associated guardband channels and such additional channels that may be granted by the FCC, the “**Channels**”) to transmit in the Boise, ID area (the “**Market**”); and

WHEREAS, Licensee and Wireless Broadband Services of America, LLC, an affiliate of Clearwire (“**Clearwire Affiliate**”), are parties to that certain Amended and Restated ITFS Excess Capacity Lease Agreement dated as of May 21, 2004 pursuant to which the Clearwire Affiliate leases from Licensee the Leased Excess Capacity on the Channels (the “**Original Lease**”);

WHEREAS, the Parties desire to replace the Original Lease in its entirety with this Agreement; and

WHEREAS the Parties have agreed to enter into this Agreement for Licensee to lease to Clearwire the capacity on the Channels which, pursuant to the rules, regulations and policies of the FCC (the “**FCC Rules**”), can be made available for commercial use, in accordance with the terms and conditions below, and subject to FCC approval;

THEN, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. LEASE TERM AND RENEWAL

(a) **Initial Term and Extension.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, the initial term will begin on the date of issuance by the FCC of a public notice announcing the grant of the FCC Long Term Lease Application (as hereinafter defined) filed by the Parties with respect to this Agreement pursuant to Section 9 of this Agreement (the “**Commencement Date**”), and will end on the date that the then-current Licenses expire (the “**Initial Term**”).

(b) **Renewal.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, this Agreement will renew for successive terms on the date that the Licenses are renewed by the FCC (“**Renewal Date**”) and expire when the renewed Licenses expire (each, a “**Renewal Term**”); provided that the final Renewal Term will conclude thirty (30) years after the Commencement Date, for a maximum Agreement duration of thirty (30) years. The Renewal Terms will occur automatically unless Clearwire notifies the Licensee in writing at least twelve (12) months prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement. The terms and conditions of this Agreement apply to each Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the “**Term**”.

(c) **Renewal of Licenses and Extension of Agreement.** If the Licenses expire during the Initial Term and/or any Renewal Term, then this Agreement will also expire at such time unless the Licenses are renewed and FCC authorization for this Agreement is extended. Licensee and Clearwire will cooperate to timely file a renewal application for the Licenses, in conjunction with a request for an extension of the then-applicable Initial Term or Renewal Term of this Agreement, to the date that is ten (10) years from the beginning of such Initial Term or Renewal Term, except that in the case of the final Renewal Term, to the date that is thirty (30) years after

the Commencement Date. This Agreement will continue to apply unless the FCC denies by Final Order any application for renewal of the Licenses or extension of the Term. "Final Order" means an order issued by the FCC that is in full force and effect and as to which (i) no timely filed petition for reconsideration, application for review or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.

2. COMPENSATION

(a) **Monthly Fee.** Beginning within ten (10) business days of the Commencement Date, and on the first day of each month thereafter throughout the Term, Clearwire will pay Licensee a monthly fee as specified in the attached Schedule 2(a) (or Schedule 2(b) if channels B3 and B4 are added to the Channels) (the "**Monthly Fee**") for use of Clearwire Capacity (as defined below). The Monthly Fee due for any partial calendar month, at the commencement of the Initial Term or expiration of the Term, will be prorated accordingly. Clearwire's obligation to pay the Monthly Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit A) and (ii) payment instructions in the form attached as Exhibit B or otherwise in a form acceptable to Clearwire.

(b) **Adjustment to Monthly Fee.** The Monthly Fee will be reduced or increased on a pro rata basis during the Term of this Agreement in the event that: (i) the amount of Clearwire Capacity (as defined in Subsection 5(a) below) increases or decreases from the amount of Clearwire Capacity available as of the Effective Date, or (ii) there is a change in the size or location of the Geographic Service Area ("**GSA**") for any Channel as compared to the GSA that exists as of the Effective Date. For the purpose of the foregoing, the pro-ration of the Monthly Fee with respect to increases or decreases in Clearwire's Capacity will be based on the number of megahertz ("**MHz**") of capacity made available to Clearwire as a result of such increase or decrease as compared to the number of MHz of capacity contemplated to be made available to Clearwire under this Agreement. The pro-ration of the Monthly Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be based on the number of MHz per population made available to Clearwire as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement (relying on the GSA map attached hereto as Exhibit C). In making either calculation, however, the J and K channels associated with the Channels following the Transition (as hereinafter defined) will not be considered to be unavailable to Clearwire as a result of any determination by Clearwire that such J and K channel capacity is not, at any given time, configurable or usable in a manner that is commercially useful to Clearwire.

(c) **Prepaid Fee.** Within ten (10) business days of the date upon which the FCC grant of the FCC Long Term Lease Application becomes a Final Order, Clearwire will pay to Licensee the amount of Seventy-Five Thousand Dollars (\$75,000) (the "**Prepaid Fee**"). Clearwire's obligation to pay the Prepaid Fee is subject to Licensee delivering to Clearwire (i) a completed IRS Form W-9 (attached hereto as Exhibit A) and (ii) payment instructions in the form attached as Exhibit B or otherwise in a form acceptable to Clearwire.

(d) **Refund of Prepaid Fee.** If this Agreement is terminated by reason of uncured default by Licensee during the first five (5) years of the Agreement, all or a portion of the Prepaid Fee will be refunded to Clearwire ("**Refund**"). The amount of the Refund will be equal to the Prepaid Fee distributed equally over five (5) years and adjusted on a pro rata basis to account for the remaining time between the date of the termination and the expiration of five (5) years following the Commencement Date. There will be no Refund if the termination occurs after the first day of the sixth (6th) year of the Agreement.

3. EXCLUSIVITY AND RIGHT OF FIRST REFUSAL

(a) **Exclusivity.** During the Term, Licensee will not negotiate or contract with any third party to lease, sell, assign, transfer or use any of the capacity of the Channels or any option therefor. The foregoing notwithstanding, during the last six (6) months of the final Renewal Term, and during the Initial Term or any other Renewal Term following Clearwire's notice to Licensee that it has elected not to renew the Agreement, in accordance with Subsection 1(b), if any, Licensee may negotiate and contract with any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the ROFR set forth in Subsection 3(b). Furthermore, nothing in this Agreement will be deemed to prohibit Licensee from utilizing Licensee's

Reserved Capacity consistent with Section 5(c) or from negotiating and entering into any assignment of the Licenses or transfer of control transaction that Licensee may undertake pursuant to Section 10.

(b) Right of First Refusal ("ROFR"). During the Term and for the twenty-four (24) months following the expiration or termination of this Agreement (unless this Agreement is terminated as a result of Clearwire's default or is not renewed as a result of Clearwire's notice that it declines to renew as provided in Section 1(b)), and except with respect to any utilization of Licensee's Reserved Capacity consistent with Section 5(c), or any assignment of the Licenses or transfer of control transaction that Licensee may undertake without Clearwire's prior written consent pursuant to Section 10, Clearwire or Clearwire's designee will have a ROFR with respect to any and all bona fide offers, of any kind, received by Licensee to acquire the Licenses (if FCC Rules allow it and the Licensee desires to sell), lease or otherwise use any of the capacity on the Channels (or any part thereof) in any other manner, or to acquire an option to acquire, lease or otherwise use any of the capacity on the Channels (or any part thereof) from a third party which offer Licensee otherwise intends to accept. Licensee will notify Clearwire in writing of any such bona fide offer, including the terms of the offer, within thirty (30) days following Licensee's determination to accept the offer. Clearwire will notify Licensee within thirty (30) days following receipt of such notification if it is exercising its ROFR. In the event that Clearwire fails to exercise its ROFR, Licensee will have ninety (90) days from the expiration of Clearwire's thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to Clearwire. If, within the ninety (90) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire's ROFR will remain in effect pursuant to the terms stated in this Subsection. If, within the ninety (90) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Clearwire, then Clearwire's ROFR will terminate; provided, however, that should Licensee's agreement with the offeror be terminated within twenty-four (24) months after the expiration or termination of this Agreement, Clearwire's ROFR will be reinstated for the remainder of the twenty-four (24) month period or for a period of one hundred eighty (180) days, whichever is longer. The terms of any agreement between Clearwire (or its designee) and Licensee resulting from the exercise of Clearwire's ROFR will be ratified in a separate agreement. All materials exchanged under this ROFR are subject to the non-disclosure provisions of Section 14 of this Agreement.

(c) Form of Consideration and Determination of Value. Subject to, and without limiting Clearwire's rights described in Subsection 3(b), if the whole or any part of the consideration of the third party offer is in a form other than cash, then Clearwire may meet such non-cash consideration using cash, comparable non-cash consideration, or both in its acceptance notice. If Licensee does not accept Clearwire's offer of a cash substitute for the non-cash consideration, then Licensee must notify Clearwire in writing of Licensee's estimate of a fair cash substitute within fifteen (15) days after Licensee's receipt of Clearwire's acceptance notice. Licensee's failure to notify Clearwire of its estimate of a fair cash substitute within the prescribed fifteen (15) day period shall be deemed an acceptance of Clearwire's cash-substitute offer. If Licensee rejects Clearwire's cash-substitute offer, then Clearwire will have ten (10) days from receipt of Licensee's rejection to notify Licensee of its election to (i) adopt Licensee's stated cash value, or (ii) submit the valuation issue for determination by binding arbitration. In any case where the right to arbitrate is invoked, Clearwire's ROFR will remain open until thirty (30) days after Clearwire is notified of the arbitrators' decision, during which time Clearwire may revise its acceptance notice to adopt the arbitrators' findings or waive its ROFR with respect to the third party offer, provided that Licensee and third party execute a contract to implement the third-party offer within ninety (90) days of the end of Clearwire's thirty (30) day time period to consider the arbitration decision. Licensee's failure to accept the third-party offer restores this ROFR.

(d) Right to Participate. Except in the event this Agreement terminates as a result of Clearwire's default, if Licensee decides to consider, issue or solicit bids, proposals or offers for the sale (if permitted by the FCC), assignment, transfer or use of any part or the whole of the Channels at any time before eighteen (18) months after the end of this Agreement, then Licensee will provide Clearwire with an opportunity no less favorable in timing or substance than the opportunity provided to any other entity: (i) to receive and/or submit bids, proposals and offers for the Channels; (ii) to receive information with respect to such bids, proposals, offers and counters thereto; (iii) to discuss any of the same with Licensee; (iv) to counter any such bids, proposals or offers; and (v) to be provided with copies (to the extent allowed by law) of all open bids, proposals, offers, counter-bids and counter-offers promptly after they are received by Licensee. This right to participate does not limit in any manner, and is in addition to, the ROFR set forth in Subsection 3(b).

4. RESERVED

5. CAPACITY REQUIREMENTS AND USES

(a) **Clearwire Capacity.** Upon consent by the FCC to the FCC Long Term Lease Application described in Section 9(a), Clearwire will have the exclusive right to use all of the capacity under the Channels other than Licensee's Reserved Capacity ("**Clearwire Capacity**").

(b) **Licensee's Reserved Capacity.** The term "**Licensee's Reserved Capacity**" shall mean the capacity on the Channels that is required to be set aside for Licensee's use pursuant to FCC Rules, as the same may change from time to time. Consistent with FCC Rules, and as designated by Clearwire from time to time, Licensee's Reserved Capacity may be shifted or loaded on any Channel and/or other EBS or BRS channels that Clearwire controls in the Market, or portion thereof. If, in accordance with the foregoing sentence, Clearwire elects to shift or load Licensee's Reserved Capacity on any channels other than the Channels, then Clearwire shall ensure the authorized GSA(s) of the channel(s) to which the Licensee's Reserved Capacity is shifted or loaded substantially overlaps the GSA for the Channels. To the extent that Licensee's Reserved Capacity is determined as a percentage or portion of the digital capacity on the Channels, such capacity will be determined by Clearwire in accordance with the processes generally used by it to determine capacity use.

(c) **Use of Capacity.** Clearwire may use Clearwire Capacity in any manner and for any purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by the FCC. Clearwire will use the Clearwire Capacity in compliance with FCC Rules and all other laws and regulations applicable to Clearwire's use of the Clearwire Capacity. Licensee may use Licensee's Reserved Capacity for any purpose that furthers the educational mission of an accredited school, college or university, including to satisfy the minimum educational use requirements for EBS channels pursuant to FCC Rules. Licensee may also rely on the use of Clearwire's products and services made available pursuant to Section 7 to satisfy such requirements.

(d) **Section 27.1214(e) Amendments.** Pursuant to Section 27.1214(e) of the FCC's rules, on the date that is fifteen (15) years after the Effective Date and every five (5) years thereafter, Licensee will have a period of sixty (60) days to request a review of its minimum educational use requirements, at which time the Parties will negotiate in good faith an amendment to this Agreement that accommodates any *bona fide* changes in educational needs, technology and other relevant factors affecting Licensee's Reserved Capacity requirements. Notwithstanding the foregoing, the following will apply to any such amendment: (i) with respect to Licensee and any Permitted End Users (defined below) for whom Clearwire has provided Internet Access Equipment (as defined in Subsection 7(b) below), Clearwire will make available any equipment, services or software upgrades that Clearwire makes generally available to Clearwire's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities; (ii) to the extent such amendment materially increases Clearwire's monthly costs either to operate its leased capacity or to meet Licensee's changed educational use requirements, the amendment may provide that such costs will be offset by a reduction in Clearwire's Monthly Fee for the remainder of the Term, a refund in an amount to be agreed upon by both Parties, or both; (iii) Clearwire may accommodate changes in Licensee's Reserved Capacity through any reasonable means available so as to avoid disruption to the advanced wireless services provided by Clearwire; and (iv) Clearwire will not be required to accommodate changes in Licensee's Reserved Capacity in a manner that has a negative economic impact on Clearwire or Clearwire's commercial operations under the Agreement.

(e) **Channel Swapping; Costs.** With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Clearwire may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Market (the "**Swapped Channels**"), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee's previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any swap under which the Swapped Channels provide fewer MHz of spectrum collectively, or less contiguous spectrum is licensed to Licensee, as compared with Licensee's previous

Channels. Clearwire agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee's engineering consultants and attorneys.

6. EQUIPMENT

(a) **Operation and Maintenance of Licensee Equipment.** Licensee represents, warrants and covenants that as of the Commencement Date, no equipment owned or controlled by Licensee will be operated on the Clearwire Capacity or on Licensee Capacity other than such equipment that is provided pursuant to Section 7 of this Agreement.

(b) **Operation and Maintenance of Clearwire Equipment.** Clearwire will, at its expense, operate and maintain the transmission equipment used for the Clearwire Capacity ("Clearwire Equipment"). Clearwire will construct, operate and maintain facilities for the Channels that provide transmission capability sufficient to satisfy minimum build-out or performance requirements applicable to EBS Channels under standards prevailing at any given time under FCC Rules.

(c) **Dedicated Equipment Purchase Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option, upon giving notice to Clearwire within thirty (30) days of such termination, to purchase or to lease at Clearwire's option that portion of the transmission equipment (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee's Reserved Capacity on the Channels (the "**Dedicated Equipment**"), or comparable equipment. The price for such equipment will be equal to the fair market value of the Dedicated Equipment at the time of Licensee's notice or, if comparable equipment is provided, Clearwire's cost in obtaining such equipment.

(d) **Shared Equipment Purchase or Lease Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option upon giving notice to Clearwire within thirty (30) days of such termination to purchase or lease at Clearwire's option any equipment owned by Clearwire and used in connection with the transmission of Licensee's Reserved Capacity on the Channels that is not Dedicated Equipment, or comparable equipment (not including any tower rights) (the "**Shared Equipment**"), at a price equal to the Shared Equipment's fair market value for such purchase or lease as applicable.

7. ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS

(a) **Service Credits.** After commercial launch by Clearwire of its wireless services on the Channels in the Market, Licensee may request at no cost to Licensee, via submission of an Order Form (as defined below), wireless broadband services and associated Internet Access Equipment, if any, for Permitted End Users that are located within Clearwire's then-serviceable area of the Wireless System. Clearwire will approve Licensee's Order Form, provided that such Order Form is consistent with the terms of this Agreement as well as the terms of use and service described in subsection (c) below. Such wireless services will be specified by Licensee and will be among Clearwire's standard retail service offerings in the Market with a value not to exceed the dollar amounts per month listed on Schedules 2(a) and 2(b) ("**Service Credits**"). Any unused Service Credits may not be transferred, credited to a subsequent month or redeemed for cash and will expire on the last day of the month in which they are made available. Licensee must comply with all laws and obtain any necessary governmental permits or approvals, and third party approvals, which are necessary in order for Licensee to accept the wireless services and Internet Access Equipment for its Permitted End Users.

(b) **Definitions.** "**Order Form**" has the meaning set forth in the terms of service referenced in Subsection 7(c) below. "**Internet Access Equipment**" means the customer premises Internet access equipment package made generally available to Clearwire's retail customers in the Market, at the time Clearwire receives Licensee's Order Form, who subscribe to the same tier of wireless service over BRS or EBS capacity. "**Permitted End Users**" means Licensee itself and any educational institution or not-for-profit organization or site in the Market with whom Licensee is working in furtherance of its educational goals.

(c) **Terms of Use.** Licensee's ordering and use of the wireless services and Internet Access Equipment by Permitted End Users, will be governed by the acceptable use policy and terms of service, and such other policies of general applicability which apply to such services, which are subject to amendment and may be found at <http://www.clearwire.com/legal/aup> or such other URL as may be designated; provided, however, that financial terms contained in the terms of service will not apply to such services to Licensee or Permitted End Users that are provided free of charge pursuant to this Section 7. In addition to the foregoing policies, Clearwire may specify from time to time, in its sole discretion, reasonable procedures for the activation, addition, deletion or substitution of services to Licensee and Permitted End Users.

(d) **Equipment and Software.** For Licensee and any Permitted End Users for whom Clearwire has provided wireless services and/or Internet Access Equipment, Clearwire will make available any equipment, services or software upgrades that Clearwire makes generally available to Clearwire's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities. In the event that any equipment upgrade involves replacement of equipment, the replaced equipment will be returned to Clearwire or its designee and title to the replacement equipment will transfer to Licensee or its designee.

(e) **Title.** All equipment provided by Clearwire to Licensee as part of Internet Access Equipment for Permitted End Users will be the property of Licensee or its designee(s), free and clear of all liens and encumbrances, when paid in full (if any payment is required). Licensee will own, and be solely responsible for the maintenance and operation of, all Internet Access Equipment installed at Licensee's locations and receive sites, including the sites of its Permitted End Users.

8. INTERFERENCE CONSENTS

Licensee will enter into interference consents with third parties relating to the Channels ("**Interference Consents**"), as Clearwire reasonably requests and without any additional compensation, provided that such Interference Consents do not result in a reasonably foreseeable material degradation in the value of the Channels; and provided further that Interference Consents that involve fair and reciprocal rights and limitations for and on the operation of Licensee's facilities and the facilities of the other party in connection with system coordination inside GSAs and at GSA boundaries will not be deemed to cause material degradation in value. Clearwire will negotiate and draft the Interference Consents and make any consideration payments due to third parties under the Interference Consents. Licensee will not enter into or issue any Interference Consents without Clearwire's prior written consent.

9. APPLICATIONS, COSTS AND FEES

(a) **FCC Long Term Lease Application.** If not already on file, within five (5) business days of the Effective Date, Licensee shall either (i) file the FCC Form 602 Ownership Disclosure Information for the Wireless Telecommunications Services (the "**Ownership Report**") with the FCC and deliver to Clearwire evidence of such filing or (ii) complete the Ownership Report and authorize Clearwire to file such Ownership Report with the FCC. Provided that the Licensee has either filed the Ownership Report with the FCC or has delivered the completed Ownership Report to Clearwire and authorized Clearwire to file such report with the FCC, within ten (10) business days following the Effective Date and prior to consummating the transfer of *de facto* control of the Channels, the Parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to obtain the FCC's consent to this Agreement and satisfy the FCC's requirements for long term *de facto* lease approval as set forth in 47 C.F.R. § 1.9030(e) ("**FCC Long Term Lease Application**"). Each Party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including responding to any petitions for reconsideration or FCC reconsiderations of the grant of the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated by this Agreement. The Parties will disclose in the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the License. The Parties further covenant and agree to include a request in any License renewal application, or separately request, as necessary, an extension of the lease approval for the renewal term of the License (or until the end of the final Renewal Term of this Agreement, if shorter), if this Agreement contemplates renewal of this Agreement for or during any part of such License renewal term. To the extent Licensee is required to file this Agreement with the FCC, the Licensee shall

first notify and consult with Clearwire, and will to the extent permitted by the FCC redact all information from the Agreement which Clearwire reasonably designates as confidential including, but not limited to, all payment information.

(b) Application Preparation. In addition to the obligations in Section 9(a), Clearwire will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the proper operation of Clearwire Capacity and permitted to be submitted by Clearwire under FCC Rules. Licensee, with assistance from Clearwire, will prepare and submit all lawful applications, amendments, petitions, requests for waivers, and other documents necessary for the modification, maintenance and renewal of the Licenses or reasonably requested by Clearwire that may only be filed by Licensee under FCC Rules. The Parties will cooperate in the preparation and submission of all lawful applications, amendments, petitions, requests for waivers, and other documents necessary to secure any FCC approval, consent or other action required to effectuate this Agreement.

(c) Application Costs. Clearwire will, at its own expense, prepare all applications, notices, certificates, exhibits, consent agreements, approvals or authorizations that Clearwire submits to the FCC or seeks to have Licensee submit to the FCC pursuant to the Agreement. Clearwire will also promptly pay or reimburse Licensee for its reasonable, documented out-of-pocket costs for renewal of the Licenses and any other filings requested or required of Licensee by the FCC to hold the Licenses and provide Clearwire Capacity to Clearwire, and in connection with activities undertaken by Licensee in response to any request by Clearwire under this Agreement; provided, however, that Licensee shall not seek reimbursement for any cost or expense in excess of \$500 unless such cost or expense is approved by Clearwire, which approval shall not be unreasonably withheld. In addition, Clearwire will pay any FCC filing fees associated with the Licenses.

(d) Regulatory Fees/Transition Reimbursements. Clearwire will pay any federal regulatory fees associated with the Licenses upon receipt of notice from the FCC that such fees are due, or upon receipt of at least thirty (30) days advance written notice from Licensee that such fees are due in the event that notice is sent to Licensee. Clearwire will also pay any Transition reimbursements required by FCC Rules to be paid to the Proponent.

(e) Additional FCC Matters. Clearwire and Licensee will cooperate to prepare and file any additional FCC filings to protect, maintain or enhance the Channels including but not limited to filings to increase the capacity on the Channels, GSA expansions or License modifications. Clearwire and Licensee will also cooperate to support FCC experimental licensing procedures with respect to the Channels pursuant to the Code of Federal Regulations Title 47, Part 5—Experimental Radio Service (Other Than Broadcast). Clearwire may allow experimental licensees, as granted by the FCC, to use the Clearwire Capacity without prior consent from Licensee pursuant to the terms of this Agreement.

10. TRANSFERS OR ASSIGNMENTS

Subject to Subsections 16(f)-(g), neither Clearwire nor Licensee may assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree as follows:

(a) Clearwire may, without the prior consent of Licensee: (i) assign any of its rights under this Agreement as collateral; or (ii) sell, assign, sublease, delegate or transfer this Agreement or any of its rights or obligations hereunder to (X) any affiliate of Clearwire, (Y) any entity that acquires Clearwire or its affiliates, or (Z) to any entity with the capability to perform the obligations of Clearwire hereunder.

(b) Licensee may, without the prior consent of Clearwire transfer control or assign the Licenses for the Channels and this Agreement to any public institution or agency or to any bona fide local private educational institution with students actually enrolled in local classroom instruction (except for any such public or private educational institution that is an Affiliate of a national EBS licensee), subject to such transferee's or assignee's agreement to be bound by the terms of this Agreement. For purposes of the foregoing sentence, "Affiliate" means, with respect to any national EBS licensee, any other person or entity that, directly or indirectly, alone or through one or more intermediaries, controls, is controlled by or is under common control with such national EBS licensee. For

purposes of this definition, “**control**” means the power to direct or cause the direction of the management and policies of a person or entity, directly or indirectly, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(c) Each Party shall also be entitled, without the consent of the other Party, to undertake a pro forma assignment or transfer of this Agreement.

11. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate with respect to the Licenses or affected Channel(s) upon the earlier of: (i) an FCC Final Order denying any application for approval of this Agreement including any extensions of the Term thereof; (ii) the loss or expiration without renewal of the License; (iii) an FCC Final Order revoking, terminating or canceling the License; or (iv) Clearwire’s acquisition of the Licenses or some of the Channels pursuant to an agreement between Clearwire and Licensee.

(b) This Agreement may be terminated by either Party upon material breach of the other Party, provided that the breaching Party shall be provided with written notice by the non-breaching Party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice; provided, however, that in the event of a breach other than a failure to make payments due under this Agreement, if the breaching Party proceeds with reasonable diligence during such thirty (30) day period and is unable, because of circumstances beyond its control or because of the nature of the breach, to cure the breach within such applicable time period, the time for cure shall be extended, but in no event beyond one hundred eighty (180) days after receipt of written notice from the non-breaching Party. Notwithstanding the foregoing, in the event that an FCC order that is effective and not stayed requires termination of this Agreement, this Agreement may be terminated by either Party within the time frame for notice and termination required by the FCC.

(c) Licensee may terminate this Agreement pursuant to Subsection 16(b).

(d) Either Party may terminate this Agreement if an FCC Final Order approving the FCC Long Term Lease Application has not occurred within twelve (12) months following the Effective Date.

(e) The Parties will notify the FCC of the termination of this Agreement with respect to the Licenses or any of the Channels within ten (10) calendar days following the termination.

(f) Except as expressly set forth in this Agreement, upon the expiration or termination of this Agreement, each Party will pay its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties will have no further liability to each other except by reason of any breach of this Agreement occurring prior to the date of expiration or termination. Any termination or expiration of this Agreement, regardless of cause, will not release either Licensee or Clearwire from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination. The general and procedural provisions of this Agreement, which may be relevant to enforcing the obligations or duties of the Parties, as well as any other provisions that by their terms obligate either Party following expiration or termination, will survive the expiration or termination of this Agreement until the obligations or duties are performed or discharged in full.

12. REVENUES AND EXPENSES

Each Party will pay its own expenses incident to any amendments or modifications to the Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering and accounting expenses. Clearwire is entitled to one hundred percent (100%) of the revenue generated from the use of the Clearwire Capacity.

13. COMPETITION

Licensee agrees that it will not, during the Term of this Agreement, use Licensee's Reserved Capacity to compete with Clearwire and/or its affiliates in any business activity or business or service offering in the GSA of the Channels. Nothing in this section prohibits Licensee from (i) leasing the capacity of the Channels to a third party after the termination or expiration of this Agreement if (X) the capacity is being used solely to undertake noncommercial activities advancing Licensee's educational purposes or (Y) Licensee has complied with the ROFR provisions in Section 3(b), (ii) using the Service Credits, or any Internet Access Equipment acquired thereby, to provide educational services to itself or other schools, colleges, universities or other governmental or nonprofit entities for purposes of satisfying the Licensee's minimum educational use requirements for EBS channels under FCC Rules, or (iii) leasing other EBS channels licensed to Licensee or other spectrum to any other party for any purpose.

14. CONFIDENTIALITY AND NON-DISCLOSURE

(a) **Confidentiality of the Terms of this Agreement.** The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications or notices submitted to the FCC will be kept strictly confidential by the Parties and their agents, which confidentiality obligation will survive the termination or expiration of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law (including as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules), and to employees, shareholders, agents, attorneys and accountants (collectively, "**Agents**") as required to perform obligations under the Agreement, provided, however, that the Parties will cause all Agents to honor the provisions of this Section. In addition, Clearwire may disclose this Agreement to its affiliates, strategic partners, actual or potential investors, lenders, acquirers, merger partners, and others whom Clearwire deems in good faith to have a need to know such information for purposes of pursuing a transaction or business relationship with Clearwire, so long as Clearwire secures an enforceable obligation from such third party to limit the use and disclosure of this Agreement as provided herein. The Parties will submit a confidentiality request to the FCC in the event the FCC seeks from the Parties a copy of this Agreement or any other confidential information regarding its terms.

(b) **Non-Disclosure of Shared Information.** As used herein, the term "Information" shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The term Information does not include information which: (i) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (ii) prior to disclosure hereunder, is property within the legitimate possession of the receiving Party which can be verified by independent evidence; (iii) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party's or the receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or (iv) is independently developed by the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence. During the Initial Term or any Renewal Term of this Agreement, the Parties may be supplying and/or disclosing to each other Information relating to the business of the other Party. The Information will, during the Initial Term and any Renewal Term of this Agreement, and for a period of three (3) years after the termination or expiration of the Agreement, be kept confidential by the Parties and not used for any purpose other than implementing the terms of this Agreement. The receiving Party will be responsible for any improper use of the Information by it or any of its Agents. Without the prior written consent of the disclosing Party, the receiving Party will not disclose to any entity or person the Information, or the fact that the Information has been made available to it, except for disclosures required by law, including Information as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Clearwire pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules. Each person to whom Information is disclosed must be advised of its confidential nature and must agree to abide by the terms of this Subsection.

15. ASSUMPTION OF LIABILITIES

Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to customer obligations) except as required by the FCC and this Agreement.

16. FCC-MANDATED LEASING ARRANGEMENT OBLIGATIONS

(a) Licensee and Clearwire are familiar with the FCC Rules affecting spectrum leasing and the provision of EBS, the Communications Act of 1934, as amended ("**Communications Act**"), the Code of Federal Regulations, and all other applicable FCC Rules, and agree to comply with all such laws and regulations.

(b) Clearwire assumes primary responsibility for complying with the Communications Act, and any FCC Rules that apply to the Channels and License, and the Agreement may be revoked, cancelled or terminated, in accordance with Section 11, by Licensee or by the FCC if Clearwire fails to comply with applicable laws and regulations.

(c) Neither Licensee nor Clearwire will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the Licenses and the Channels.

(d) If the Licenses are revoked, cancelled, terminated or otherwise ceases to be in effect, Clearwire has no continuing authority or right to use the leased spectrum unless otherwise authorized by the FCC.

(e) The Agreement is not an assignment, sale or transfer of either License itself.

(f) The Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the FCC Rules.

(g) Licensee will not consent to an assignment of a spectrum leasing arrangement unless such assignment complies with applicable FCC Rules.

(h) Licensee and Clearwire must each retain a copy of the Agreement and make it available upon request by the FCC, in accordance with the confidentiality provisions in Section 14.

17. LICENSEE'S AUTHORIZATIONS

Licensee will use its best efforts to maintain in full force and effect through the Term the Licenses and any associated authorizations for the Channels, and will remain eligible under the FCC Rules to provide the Clearwire Capacity. Licensee will use best efforts to renew the License, and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend or refuse to renew the License.

18. REPRESENTATIONS AND WARRANTIES

(a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement will not violate any applicable existing regulations, FCC Rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligations.

(b) **Licensee's Representations and Warranties.** Further, Licensee represents and warrants to Clearwire that: (i) the Licenses are in effect, (ii) Licensee's operations and activities pursuant to the License, if any, are being conducted in material compliance with all FCC Rules, including its educational use requirements, (iii) Licensee has no claim or other unresolved objection arising out of the transition pursuant to Sections 27.1230 through 27.1235 of the FCC's Rules, and (iv) there is no proceeding now pending or to the knowledge of Licensee,

threatened against the Licensee before any local, state or federal regulatory body with respect to the License, or any acts or omissions by Licensee or its agents, as of the Effective Date, that could have a material, adverse effect on the License.

19. INDEMNIFICATION

(a) Licensee will defend, indemnify and hold Clearwire harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Licensee of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Licensee's construction or operation of the EBS Equipment or its offering and provision of services thereon. Licensee's obligations under this Section will survive the expiration or termination of this Agreement.

(b) Clearwire will defend, indemnify and hold Licensee harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Clearwire of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Clearwire's construction or operation of the Wireless System or its offering and provision of services thereon. Clearwire's obligations under this Section will survive the expiration or termination of this Agreement.

20. MISCELLANEOUS

(a) **Cooperation.** The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

(b) **Notices.** Any notice required to be given by one Party to the other under this Agreement will be delivered using a reliable national express overnight delivery service and will be effective upon receipt. All notices will be delivered to Licensee and Clearwire at the mailing addresses specified on the signature page of this Agreement. Either Party may change its addresses for receipt of notice or payment by giving notice of such change to the other Party as provided in this Section.

(c) **Force Majeure.** Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery.

(d) **Independent Parties.** None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

(e) **Specific Performance.** Licensee acknowledges that the Licenses and Channels subject to this Agreement are unique and the loss to Clearwire due to Licensee's failure to perform this Agreement could not be easily measured with damages. Clearwire will be entitled to injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by Licensee.

(f) **Applicable Law and Venue.** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without regard to the principles of conflict of laws. Each Party hereto irrevocably consents to the exclusive jurisdiction and venue of any court within Ada County, Idaho, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws

of the State of Idaho for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.

(g) **Attorneys' Fees.** If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court hearing the action.

(h) **Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

(i) **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

(k) **Headings.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

(l) **Construction.** The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

(m) **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their affiliates regarding this subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties. Licensee, Clearwire and Clearwire Affiliate each agree that, effective as of the Commencement Date, this Agreement shall supersede and replace the Original Lease. Neither Licensee, nor Clearwire, nor Clearwire Affiliate shall have any further obligations under the Original Lease and each of Licensee, Clearwire and Clearwire Affiliate hereby releases the other Parties from any and all claims, known or unknown, that such Party has or may have arising out of or related to the Original Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

AGREED TO:

CLEARWIRE SPECTRUM HOLDINGS III LLC

**IDAHO STATE BOARD OF EDUCATION on
behalf of BOISE STATE UNIVERSITY**

By: _____

By: _____

Name: Hope Cochran

Name: Stacy Pearson

Title: Chief Financial Officer

Title: Vice President of Finance and Administration

Notice Address for Clearwire:

Notice address for Licensee:

Clearwire Spectrum Holdings III LLC
1475 120th Avenue NE
Bellevue, WA 98005
Attn: Hope Cochran, Chief Financial Officer
Fax: (425) 216-7776

Boise State University
1910 University Drive
Boise, ID 83725
Attn: Office of the General Counsel
Fax: (208) 426-1345

With a copy to:

With a copy to:

Clearwire Spectrum Holdings III LLC
1475 120th Avenue NE
Bellevue, WA 98005
Attn: Hope Cochran, Chief Financial Officer
Fax: (425) 216-7776

Dow Lohnes PLLC
1200 New Hampshire Avenue, NW, Suite 800
Washington, DC 20036-6802
Attn: Todd D. Gray
Fax: (202) 776-4571

SCHEDULE 2(a)

Monthly Fee Schedule and Service Credits (without the addition of channels B3 and B4)

	Monthly Fee	Service Credits
Year 1	\$6,200	\$1,500
Year 2	\$6,386	\$1,545
Year 3	\$6,578	\$1,591
Year 4	\$6,775	\$1,639
Year 5	\$6,978	\$1,688
Year 6	\$7,187	\$1,739
Year 7	\$7,403	\$1,791
Year 8	\$7,625	\$1,845
Year 9	\$7,854	\$1,900
Year 10	\$8,090	\$1,957
Year 11	\$8,332	\$2,016
Year 12	\$8,582	\$2,076
Year 13	\$8,840	\$2,139
Year 14	\$9,105	\$2,203
Year 15	\$9,378	\$2,269
Year 16	\$9,659	\$2,337
Year 17	\$9,949	\$2,407
Year 18	\$10,248	\$2,479
Year 19	\$10,555	\$2,554
Year 20	\$10,872	\$2,630
Year 21	\$11,198	\$2,709
Year 22	\$11,534	\$2,790
Year 23	\$11,880	\$2,874
Year 24	\$12,236	\$2,960
Year 25	\$12,603	\$3,049
Year 26	\$12,981	\$3,141
Year 27	\$13,371	\$3,235
Year 28	\$13,772	\$3,332
Year 29	\$14,185	\$3,432
Year 30	\$14,611	\$3,535

SCHEDULE 2(b)**Monthly Fee Schedule (with the addition of channels B3 and B4)**

	Monthly Fee	Monthly Service Credits
Year 1	\$9,300	\$2,250
Year 2	\$9,579	\$2,318
Year 3	\$9,866	\$2,387
Year 4	\$10,162	\$2,459
Year 5	\$10,467	\$2,532
Year 6	\$10,781	\$2,608
Year 7	\$11,105	\$2,687
Year 8	\$11,438	\$2,767
Year 9	\$11,781	\$2,850
Year 10	\$12,134	\$2,936
Year 11	\$12,498	\$3,024
Year 12	\$12,873	\$3,115
Year 13	\$13,260	\$3,208
Year 14	\$13,657	\$3,304
Year 15	\$14,067	\$3,403
Year 16	\$14,489	\$3,505
Year 17	\$14,924	\$3,611
Year 18	\$15,371	\$3,719
Year 19	\$15,833	\$3,830
Year 20	\$16,308	\$3,945
Year 21	\$16,797	\$4,064
Year 22	\$17,301	\$4,186
Year 23	\$17,820	\$4,311
Year 24	\$18,354	\$4,441
Year 25	\$18,905	\$4,574
Year 26	\$19,472	\$4,711
Year 27	\$20,056	\$4,852
Year 28	\$20,658	\$4,998
Year 29	\$21,278	\$5,148
Year 30	\$21,916	\$5,302

EXHIBIT A
IRS Form W-9

**Exhibit B
Payment Instruction**



ACH/Direct Deposit Agreement

☐ **New Request**
☐ **Change Request**
☐ **Vendor**
☐ **Clearwire Employee**
☐ **Commissions Dealer**

Clear Wireless LLC ("Clearwire") Authorization Agreement for Automated Deposits

☐ I (we) hereby authorize: (a) Clearwire to initiate credit entries to my (our) **CHECKING** account indicated below, and (b) the Depository named below, hereinafter called DEPOSITORY, to credit the same to such account. Unless otherwise specified below, Clearwire may credit all amounts payable to me (us).

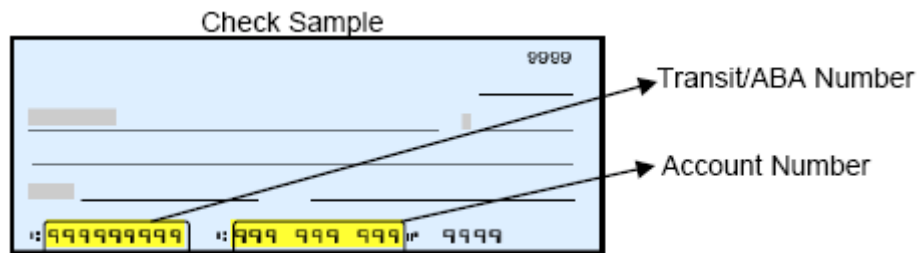
☐ I (we) hereby authorize: (a) Clearwire to initiate credit entries to my (our) **SAVINGS** account indicated below, and (b) the Depository named below, hereinafter called DEPOSITORY, to credit the same to such account. Unless otherwise specified below, Clearwire may credit all amounts payable to me (us).

Bank Name: _____ **Branch:** _____

City: _____ **State:** _____ **Zip:** _____

Transit/ABA#: _____ **Account Number:** _____

For checking accounts, your transit and account number can be found on the face of your checks:



This authority is to remain in full force and effect until Clearwire has received written notification from me (us) of its termination in such time and manner as to afford Clearwire a reasonable opportunity to act on it. Clearwire may terminate this agreement at any time by giving me (us) written notice of such termination.

Company Name: _____ **TIN OR SSN#:** _____

Contact Name: _____ This number **MUST** match the W9 that was submitted to Clearwire.

Contact Title: _____ **Contact Phone:** _____

Contact Email: _____ **Remittance E-Mail:** _____

Signature: _____ **Date:** _____

Please be sure you attach a pre-printed voided check or a letter from your bank for confirming your account information

Upon completion of this agreement please either:

- Email a scanned image of this agreement and a voided check to APVendorMaintenance@clearwire.com
- Fax this agreement with a voided check to 425-650-7788
- Mail this agreement with a voided check to:
Clearwire A/P Supplier Maintenance
PO Box 1687
Bellevue, WA 98009-1687

If you have any questions regarding this agreement or your enrollment in Clearwire's direct deposit program, please contact APVendorMaintenance@clearwire.com or call our hotline at 425-636-4996.

EXHBIT C

License GSA Maps

Boise State University
Boise, ID B1, B2, D3, D4

**AMENDED AND RESTATED
ITFS EXCESS CAPACITY LEASE AGREEMENT**

between

**Idaho State Board of Education on behalf of,
Boise State University**

as Lessor,

and

Wireless Broadband Services of America, LLC

as Lessee

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EXHIBIT A: Current ITFS Sites

EXHIBIT B: Retained Capacity Access Sites

EXHIBIT C: Breckenridge Agreement

EXHIBIT D: The Sprint System

EXHIBIT E: FCC Authorizations

**AMENDED AND RESTATED
ITFS EXCESS CAPACITY LEASE AGREEMENT**

THIS AMENDED AND RESTATED ITFS EXCESS CAPACITY LEASE AGREEMENT (the "Amended Agreement") is made as of _____, 2001 (the "Effective Date") by and between the Idaho State Board of Education on behalf of Boise State University ("BSU") and Wireless Broadband Services of America, LLC, a wholly-owned subsidiary of Sprint Corporation (such wholly-owned subsidiary is hereinafter referred to as "Sprint").

WHEREAS, BSU operates Instructional Television Fixed Service ("ITFS") call signs WHR-688 and WHR-689 in Boise, Idaho from a site located at 43 degrees, 45 minutes, 18 seconds latitude, 116 degrees, 5 minutes, 52 seconds longitude (the "Transmit Site") utilizing the four 6 MHz channels at 2506-2512 MHz (B1), 2518-2524 MHz (B2), 2578-2584 MHz (D3) and 2590-2596 MHz (D4) (each, a "Channel" and collectively, the "Channels") pursuant to a license issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Sprint operates a wireless communications system in the Boise, Idaho area (the "Market") that utilizes multiple ITFS and Multipoint Distribution Service ("MDS") channels that are licensed by the FCC either to Sprint or to others who lease capacity to Sprint to provide telecommunications services; and

WHEREAS, Boise Cable Ltd. Partnership d/b/a Northwest Cable ("Northwest") and BSU are parties to the certain ITFS Excess Capacity Airtime Lease Agreement, dated November 8, 1993 (the "Existing Agreement") which was assigned by Northwest to Wireless Broadcasting Systems of America, Inc. ("WBSA") pursuant to that certain Consent to Assignment of ITFS Excess Capacity Airtime Lease Agreement, dated March 15, 1995. Pursuant to a reorganization of WBSA, its parent company and affiliates, and as noticed in the letter sent to BSU dated January 16, 1997, WBSB Licensing Corporation became the holder of WBSA's rights and obligations under the Existing Agreement. Furthermore, pursuant to that certain ITFS Lease Agreement Assignment and Assumption Agreement dated August of 2001, WBSB Licensing Corporation assigned, and Sprint assumed, all of WBSB Licensing Corporation's rights and obligations under the Existing Agreement pursuant to which Sprint leases from BSU certain excess capacity on BSU's ITFS facilities for commercial use; and

WHEREAS, the FCC has recently adopted new rules and policies with respect to the manner in which MDS and ITFS licensees and commercial lessees may utilize the MDS and ITFS spectrum, and BSU and Sprint desire to enter into this Amended Agreement to reflect the increased flexibility afforded under the FCC's new rules and policies, to promote a substantial reconfiguration of Sprint's transmission system (including the Channels) to permit the efficient use of MDS and ITFS spectrum for the distribution of digital, two-way broadband video, voice, data and other possible services.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, BSU and Sprint agree as follows:

SECTION 1. Effect on Existing Agreement. As of the Effective Date, this Amended Agreement supersedes and replaces the Existing Agreement in the entirety, except that Sprint will be obligated to pay to BSU all periodic leasing fees due under Section 6 of the Existing Agreement for Sprint's use of the Channels through the conclusion of the month in which the Effective Date occurs. Each party hereby waives any and all claims it may have as against the other party which arise out of the performance or non-performance of the Existing Agreement, provided, however, that each party shall be obligated to comply with the indemnification obligations under Section 13 of the Existing Agreement with respect to any indemnifiable claims thereunder brought by third parties (including any government and its regulatory agencies) for actions taking place prior to the Effective Date.

SECTION 2. Term of Amended Agreement. Subject to the provisions for earlier termination contained in Section 10 hereof, this Amended Agreement will extend for: (a) an initial term of five (5) years from the Effective Date (the "Initial Term"); and (b) two additional terms of five (5) years each (each a "Renewal Term") unless Sprint notifies BSU at least one hundred eighty (180) days before the end of the Initial Term or the first Renewal Term, as the case may be, that Sprint elects not to extend this Amended Agreement for the upcoming Renewal Term. The Initial Term and any Renewal Term that goes into effect will herein be referred to collectively as the "Term." If Sprint elects not to renew this Amended Agreement at the conclusion of the Initial Term or the first Renewal Term, no later than forty-five (45) days following the conclusion of the Initial Term or first Renewal Term, as the case may be, Sprint will pay to BSU a one time early termination fee equal to the aggregate of all Monthly Fees (as defined in Section 6) paid to BSU during the twelve (12) months immediately preceding such date of termination.

SECTION 3. Allocation and Use of Airtime.

A. Pre-Transition Allocation of Capacity to BSU. The parties acknowledge that BSU is currently transmitting from the Transmit Site educational and instructional video programming, and agree that until the later to occur of October 16, 2003 or such time as a sufficient number of Provided Internet Access Sites (as defined in Section 4.B.1.), capable of receiving Internet access service over the Sprint System, have been installed to enable BSU to satisfy the FCC's minimum educational usage requirements for ITFS licensees engaged in the leasing of excess capacity (such later to occur being referred to herein as the "High Speed Internet Access Transition Date"):

- (i) BSU's educational and instructional video programming will be loaded onto a single Channel, subject to Sprint's right to shift such programming to another channel as provided herein, and BSU will be allocated on Sprint's system sufficient capacity to deliver one (1) full-time NTSC-formatted television signal (comprising a primary video and audio signal along with subcarriers, secondary audio channels, vertical blanking intervals and other signal components normally utilized in the transmission of NTSC formatted television signals) (a "Video Program Track") to the Current ITFS Sites (as such term is defined in Section 4.A., below) from the Transmit Site ("BSU's Capacity"); and
- (ii) Sprint shall transmit such material as BSU shall deliver to Sprint at the Transmit Site for transmission utilizing BSU's Capacity. BSU acknowledges that transmitting educational and instructional video programming comprising one (1) Video Program

Track over one channel from the Transmit Site utilizing analog technology will fully utilize all of BSU's minimum use and recapture time under the FCC's rules applicable to analog ITFS facilities. BSU recognizes that the shifting of that programming onto another channel within the Sprint System (as such term is defined in Section 6.B.2.) and/or the digital compression of that programming would improve the spectral efficiency of the system. Therefore, BSU agrees that, subject to compliance by Sprint with Section 4.A.1., until the High Speed Internet Access Transition Date, Sprint may, at its sole discretion, digitally compress the Video Program Track and/or channel shift or channel load the transmission of the Video Program Track onto any MDS or ITFS channels, provided such digital compression and/or shifting or loading will not have a noticeable adverse effect on the ability of Sprint to deliver a signal from the Transmit Site using channels included in the Sprint System that will provide for the reliable reception of the Video Program Track at the Current ITFS Sites. In the event Sprint, in its sole discretion, elects to digitally compress the Video Program Track prior to the High Speed Internet Access Transition Date, BSU's Capacity shall equal the greater of the capacity required to transmit the visual equivalent of one (1) full time Video Program Track or 5% of the capacity of the Channels (i.e. 1.2 MHz). Upon the High Speed Internet Access Transition Date, BSU's Capacity shall be as specified in Section 3.B. below.

B. Post-Transition Allocation of Capacity to BSU. The parties acknowledge that BSU's objective is to convert from its current usage of the Channels for video distribution to a paradigm under which it will contribute the Channels to an integrated, multi-licensee system in which it will be entitled to an Internet access service at a specified number of locations. The parties recognize, however, that due to the complexity of the FCC's licensing rules for digital, two-way services and uncertainties regarding the intentions of other licensees with whom use of the Channels as contemplated hereunder must be coordinated, it is impossible as of the Effective Date to establish an exact schedule for the conversion. Therefore, BSU will cease transmitting video programming over BSU's Capacity as of the High Speed Internet Access Transition Date. At such time as the Sprint System is utilized to provide an Internet access service to at least one hundred (100) paying subscribers (the "Internet Launch Date"), Sprint will provide BSU with notice of such event. Thereafter, subject to the provisions of Section 4.B.1., BSU will have thirty (30) days to designate a sufficient number of locations for installation of Provided Internet Access Sites which will enable BSU to satisfy the FCC's minimum educational usage requirement for ITFS licensees engaged in the leasing of excess capacity. Commencing upon the High Speed Internet Access Transition Date, BSU's Retained Capacity shall no longer be utilized for, and thereafter Sprint will not be obligated to support, the transmission of video programming. Following the High Speed Internet Access Transition Date, Sprint will make available to BSU on the Sprint System the equivalent of five percent (5%) of the capacity of the Channels which BSU may access utilizing Sprint's standard high speed internet access service via the Provided Internet Access Sites and the Retained Capacity Access Sites (as such terms are defined in Sections 4.B.1 and 4.E.1 below). From the High Speed Internet Access Transition Date, such capacity shall be "BSU's Capacity" for purposes of this Amended Agreement provided that such capacity shall not be less than the equivalent of five percent (5%) of

the capacity of the Channels. BSU acknowledges that in order to promote the most efficient use of the spectrum, Sprint may, in its sole discretion, engage in channel loading or channel shifting of BSU's Capacity onto any MDS or ITFS channels, provided such shifting or loading will not noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service (as such term is defined in Section 3.C.1.) at the Provided Internet Access Sites.

C. Use of BSU's Capacity.

1. BSU's Capacity shall be used for the transmission of material which, at a minimum, satisfies the FCC's minimum educational usage requirements for ITFS licensees engaged in the leasing of excess capacity. Following the High Speed Internet Access Transition Date, the transmissions made by or on behalf of BSU to and from the Provided Internet Access Sites and the Retained Capacity Access Sites shall be deemed "Licensee's Internet Access Service" for purposes of this Amended Agreement.

2. If Sprint is providing the content transmitted over BSU's Video Program Track, Sprint may integrate such programming into the overall communications services offered to its subscribers without BSU's consent. Subject to the prior written consent of BSU and until the High Speed Internet Access Transition Date, Sprint shall have the right to integrate any video content produced or acquired by BSU into the overall communications service offered to Sprint's subscribers; provided, however, that nothing contained herein shall be construed as to prohibit BSU from charging Sprint for the fair value for the use of any such content produced or acquired by BSU.

D. Allocation and Use of Leased Excess Capacity. All capacity of the Channels that is not BSU's Capacity is leased to Sprint for its exclusive use (the "Leased Excess Capacity"). Sprint may, without the prior consent of BSU, sublease any portion of the Leased Excess Capacity, provided that the sublessee agrees in writing to be bound by the restrictions of this Section 3.D. Sprint may, without the prior consent of BSU, permit any entity that is owned by Sprint, owns Sprint or is owned in common with Sprint (a "Sprint Affiliate") to utilize any portion of the Leased Excess Capacity. Nothing in this Amended Agreement shall be construed to create a duty on the part of Sprint to actually transmit any minimum number of hours of programming, except as required by FCC rules and regulations to, among other things, preserve BSU's authorizations for the Channels, or to obligate Sprint to obtain or furnish substitute or alternative programming in cases where programming is deemed prohibited by this Section 3.D. Except as provided herein, the Leased Excess Capacity may be used by Sprint for any now or hereafter legal purpose (including, but not limited to, the transmission of one-way or two-way voice, video and/or data services), without any restriction on the substance, format or type of information or signal to be transmitted. To the extent that Sprint elects to use the Leased Excess Capacity to transmit a video programming service, it will only select for transmission over the Channels video programming of a sort which would not serve to place BSU's reputation in the

community in jeopardy and will not transmit "Adult Content" video programming over the Channels. "Adult Content" shall include any motion picture which is rated "R", "X" or "NC-17" by the Motion Picture Association of America or which does not carry an MPAA rating and would reasonably be considered "adult" in nature. BSU acknowledges that Sprint may not exercise control over the content, communications or postings initiated or made by third parties over the Internet or other computer, data networking or voice systems and that Sprint will not be restricted by this Section in providing Internet, data, video streaming or voice services or otherwise liable to BSU for the content, communications or postings initiated or made by third parties over the Internet or other computer, data networking or voice systems transmitted over the Channels.

SECTION 4. ITFS SITES.

A. Current ITFS Sites. Attached hereto as Exhibit A is a list, as of the Effective Date, of the locations that are within both BSU's FCC-defined protected service area and a circle centered at the Transmit Site with a 35-mile radius (the "Serviceable Area") and at which have operable and active reception equipment which enable such sites to receive BSU's current video programming service from the Transmit Site (the "Current ITFS Sites"). In the event that prior to the High Speed Internet Access Transition Date BSU shall cease to utilize BSU's current video programming service at a Current ITFS Site, such location shall no longer be considered as a Current ITFS Site and BSU shall promptly so notify Sprint. BSU will then be permitted to specify a replacement Current ITFS Site within the Serviceable Area which can receive BSU's programming from the Transmit Site without interference from previously licensed or proposed facilities of the Sprint System, provided, however, that BSU will be responsible for any costs associated with the installation of such replacement Current ITFS Site. To the extent that any equipment being utilized as of the Effective Date by BSU to receive transmissions over the Channels located at a Current ITFS Site (the "Current ITFS Site Equipment") is owned by Sprint, such equipment hereby becomes the sole property of BSU, provided, however, that until the High Speed Internet Access Transition Date, Sprint will, at its sole cost and expense, repair, maintain and replace, as needed, the Current ITFS Site Equipment from the reception antenna up to the Video Demark Point (as defined herein). If Sprint, in the fulfillment of its obligations to maintain the Current ITFS Site Equipment, is required to replace any such equipment, such replacement shall remain the property of Sprint; provided, however, that if this Amended Agreement expires or terminates (other than pursuant to Section 10.B. or by Sprint pursuant to Section 10.A.) prior to the High Speed Internet Access Transition Date, any and all such replacement equipment shall become the property of BSU.

1. If prior to the High Speed Internet Access Transition Date, Sprint exercises its right pursuant to Section 3.A. to digitally compress the Video Program Track then prior to commencing digital transmissions Sprint shall install at no cost one digital converter/decoder at each of the Current ITFS Sites. Prior to commencing digital transmissions, Sprint shall also upgrade the reception antenna, downconverter, and the internal wiring system leading to a single television or the central signal input for an internal distribution system (such point

of connection hereinafter the "Video Demark Point") at any Current ITFS Site to the extent necessary to avoid any noticeable adverse effect upon the reliable reception of the Video Program Track at the Current ITFS Sites by virtue of the digital compression. Any equipment provided by Sprint to BSU pursuant to this Section 4.A.1. shall remain the property of Sprint and Sprint, at its sole cost and expense, will be responsible for all repairs, maintenance and replacement of such equipment from the reception antenna at such receive site up to the Video Demark Point; provided, however, that if this Amended Agreement expires or terminates (other than pursuant to Section 10.B. or by Sprint pursuant to Section 10.A.) prior to the High Speed Internet Access Transition Date, any and all such equipment provided by Sprint to BSU pursuant to this Section 4.A.1. shall become the property of BSU.

B. Provided Internet Access Sites.

1. Subject to Section 4.B.4., BSU may designate up to a total of ten (10) locations for the receipt of Internet access service at no recurring cost during the Term, five (5) of which locations may be designated prior to the High Speed Internet Access Transition Date, but after the Internet Launch Date. Each site designated by BSU shall, subject to Section 4.B.8., be within the Serviceable Area, shall utilize Licensee's Internet Access Service, and shall be able to, without interference, receive from and transmit to the facilities of the Sprint System used to provide Internet access service in accordance with FCC rules and regulations with a Standard Internet Access Installation (as such term is defined in Section 4.B.3., below) (such 10 sites, the "Provided Internet Access Sites").

2. Sprint shall make a Standard Internet Access Installation at no cost to BSU at the initial ten (10) Provided Internet Access Sites, as designated pursuant to Section 4.B.1. BSU shall be required to obtain any required approvals or permits prior to the making of a Standard Internet Access Installation at any Provided Internet Access Site. Subject to the provisions of Sections 3.B and 4.B.4., Sprint shall install the equipment comprising a Standard Internet Access Installation within ninety (90) days after the date BSU certifies to Sprint and provides such other evidence as Sprint reasonably requests that BSU has obtained and coordinated all required approvals or permits for the making of the Standard Internet Access Installation at the Provided Internet Access Site.

3. Each "Standard Internet Access Installation" shall consist of the installation of one antenna commonly installed within the Sprint System (however, in no event an antenna with a gain of more than 36 db, a largest dimension greater than one meter and a mast greater than 30 feet in height), a transceiver, a single-port cable modem, up to 150 feet of connecting coaxial cable run through existing, readily-accessible conduit or along floors and walls, and such other miscellaneous equipment as is required to connect such equipment to a single computer or to the central signal input for an internal distribution system (the "Internet Access Subscriber Site Equipment"), such point of connection being

referred to herein as the "Data Demark Point". Upon installation, the Internet Access Subscriber Site Equipment shall become the property of BSU. However, Sprint, at its sole cost and expense, will be responsible for all repairs, maintenance and replacement of the Internet Access Subscriber Site Equipment from the reception/transmission antenna up to the Data Demark Point at the Provided Internet Access Sites.

4. BSU acknowledges that Sprint is entering into this Amended Agreement in contemplation of the use of the Channels in the deployment of a complex two-way broadband wireless system utilizing MDS and ITFS spectrum licensed to multiple parties and that, in the design of this system, Sprint may employ, among other techniques, digitization, cellularization, sectorization, subchannelization and/or superchannelization of some or all of the MDS and ITFS spectrum in order to increase spectral efficiency and minimize intra-system and inter-system interference. BSU further acknowledges that due to, among other reasons, the need to coordinate that system design among a large number of applicants and licensees and to secure FCC approval of the contemplated facilities, the Internet Launch Date may occur prior to the deployment by Sprint of facilities capable of delivering Internet access service to all of the Provided Internet Access Sites. Therefore, Sprint shall be excused from making a Standard Internet Access Installation and thereafter providing Internet access service to any location selected by BSU as a Provided Internet Access Site that is unable to receive service in accordance with FCC rules and regulations with a Standard Internet Access Installation at such time from the then-operating facilities of the Sprint System that are being utilized to provide Internet access service. In the event that BSU designates a location as a Provided Internet Access Site that is unable to receive Internet access service in accordance with FCC rules and regulations at the time (due to a lack of line of sight or other circumstances beyond the control of Sprint), Sprint shall so notify BSU and BSU may designate a replacement Provided Internet Access Site at which Sprint will make a Standard Internet Access Installation and thereafter provide Internet access service within ninety (90) days of the deployment of facilities of the Sprint System capable of providing such service.

5. The parties recognize that the speed of Internet access service is subject to fluctuation for a variety of reasons, including user demand and system capacity, and that, subject to the limitations set forth in this Section, Sprint retains sole discretion to determine the average system throughput speed at which service will be provided over the Sprint System (such average system throughput speed if Sprint offers only one level of throughput with its residential service is hereinafter the "System Data Rate"). Sprint will make the System Data Rate available as the "Provided Data Rate" for the Provided Internet Access Sites. If and as Sprint increases or decreases the System Data Rate, such increased or decreased System Data Rate will become the Provided Data Rate which Sprint is required to provide to the Provided Internet Access Sites without discrimination. However, if Sprint makes multiple levels of service available to its residential

customers which provide for different data rates, the Provided Data Rate will equal the throughput speed associated with the highest standard level of service provided to Sprint's residential customers which does not require an equipment upgrade or the replacement of equipment at the then installed Provided Internet Access Sites; provided, that if and when BSU requests, Sprint will, subject to reimbursement by BSU for Sprint's actual cost of such equipment and labor, upgrade, or install additional equipment at, any installed Provided Internet Access Site as required to enable such Provided Internet Access Site to obtain the higher throughput speed associated with such higher level of residential service. Sprint will provide such upgrades or additional equipment for any uninstalled Provided Internet Access Site at Sprint's sole cost and expense.

6. In the event that BSU shall during the Term cease to utilize Licensee's Internet Access Service at a Provided Internet Access Site, such location shall no longer be considered as a Provided Internet Access Site and BSU shall so notify Sprint. In such event, BSU shall have the option of designating a replacement Provided Internet Access Site pursuant to the parameters set forth in Sections 4.B.1. and 4.B.2. (i.e. BSU is only entitled to the free installation of ten (10) Provided Internet Access Sites).

7. BSU acknowledges that Internet access over the Sprint System may, using certain technologies, require an unobstructed transmission path between the transmission site and any Provided Internet Access Site and that events beyond the control of Sprint, such as the construction of new buildings or the growth of trees, may block that path. In such case, upon notice from BSU, Sprint shall attempt to reorient the antenna at the Provided Internet Access Site to receive service from another transmission site if such service is permitted under the licensing for the Sprint System. If it is not possible for Sprint to provide service from another location, such Provided Internet Access Site shall no longer be considered a Provided Internet Access Site. In such event, BSU shall have the option of designating a replacement Provided Internet Access Site pursuant to the parameters set forth in Section 4.B.1. and Section 4.B.2. (i.e. BSU is only entitled to the free installation of ten (10) Provided Internet Access Sites).

8. BSU acknowledges that locations within the Serviceable Area may be in areas where the protected service area of the Channels overlap with the FCC-defined protected service area of ITFS or MDS licensees in markets other than the Market. In such event, BSU agrees that for purposes of Sections 5.A., 5.B., 5.C., 5.F. and 5.I., Provided Internet Access Sites shall not include any site that is located in the half of such overlap area that is furthest away from the Transmit Site, the halves of the overlap area being created by bisecting the overlap area with a line beginning and ending at the two points where the circles intersect.

C. Upgrading of Sites. BSU shall cooperate with Sprint in the making of technical modifications (including the installation of a new or modified decoder or modem or the replacement of the antenna, downconverter or transceiver with a

superior model) to any Current ITFS Site or Provided Internet Access Site should any such modification be required in order to avoid having facilities that are either proposed in an application submitted pursuant to Sections 5.A. or 5.B., contemplated by a Coordination Document submitted pursuant to Section 5.C., installed pursuant to Section 5.F., or installed by any other entity leasing capacity to Sprint, which would have a noticeable adverse effect on the ability of Sprint to deliver a signal from the Transmit Site using channels within the Sprint System that will provide for the reliable reception of the Video Program Track at the Current ITFS Sites (if prior to the High Speed Internet Access Transition Date) or noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites (if after the High Speed Internet Access Transition Date). Sprint shall complete such modifications at its sole cost and expense prior to the operation of such facilities. Any equipment provided by Sprint at no cost to BSU pursuant to this Section 4.C. will remain the property of Sprint and Sprint will be responsible at its sole cost and expense for all repairs, maintenance and replacement of such equipment from the antenna up to the Video Demark Point or Data Demark Point, as the case may be, provided, however, that in the event that this Amended Agreement expires or terminates (other than by Sprint pursuant to Section 10.A.), prior to the High Speed Internet Access Transition Date, any equipment provided pursuant to this Section will become the property of BSU.

D. Alternative Distribution. Sprint may utilize alternative distribution mechanisms to satisfy its obligation to deliver the Video Program Track to the Current ITFS Sites or to deliver Licensee's Internet Access Service to the Provided Internet Access Sites, provided that such use of alternative transport mechanisms (i) if prior to the High Speed Internet Access Transition Date, does not have a materially adverse effect on the delivery of the Video Program Track to the Current ITFS Sites or, if after the High Speed Internet Access Transition Date, does not noticeably impair the ability of BSU to utilize Licensee's Internet Access Service at the Provided Internet Access Sites, and/or (ii) does not adversely affect BSU's satisfaction of the ITFS minimum transmission requirements for the Channels under FCC rules.

E. Retained Capacity Access Sites.

1. Upon the High Speed Internet Access Transition Date, BSU may designate an additional number of locations (such number to be determined according to the Formula and will be subject to the terms and conditions set forth on Exhibit B hereof) for the receipt of Internet access service at the same average throughput speed Sprint provides to its basic residential service customers (the "Retained Capacity Access Sites"). Each site designated by BSU shall be within the Serviceable Area, shall utilize the Licensee's Internet Access Service, and shall be able to, without interference, receive from and transmit to the Transmit Site in accordance with FCC rules and regulations with a Standard Internet Access Installation. Furthermore, unless otherwise agreed by the parties, the number of Retained Capacity Access Sites installed in any given sector of a sectorized hub or cell site will not exceed ten percent (10%) of the capacity of such sectorized hub or cell site.

2. Sprint shall make a Standard Internet Access Installation at the Retained Capacity Access Sites subject to reimbursement by BSU of Sprint's actual costs without markup or profit. BSU shall be required to obtain any required approvals or permits prior to the making of a Standard Internet Access Installation at any Retained Capacity Access Site. Sprint shall install the equipment comprising a Standard Internet Access Installation within ninety (90) days after the date BSU certifies to Sprint and provides such other evidence as Sprint reasonably requests that BSU has obtained and coordinated all required approvals or permits for the making of the Standard Internet Access Installation at the Retained Capacity Access Site. Notwithstanding the foregoing, Sprint shall not be required to make more than twenty (20) Standard Internet Access Installations pursuant to this Section 4.E.2. in any thirty (30) day period.

3. Upon installation, the Internet Access Subscriber Site Equipment installed at a Retained Capacity Access Site shall become the property of BSU. Any Internet Access Subscriber Site Equipment provided by Sprint subject to reimbursement by BSU, will be maintained, repaired and replaced, as needed, by Sprint from the reception/transmission antenna up to the Data Demark Point, subject to reimbursement by BSU for Sprint's actual cost of labor and materials, without markup.

4. It is expressly acknowledged and agreed that the Retained Capacity Access Sites are not subject to the protections afforded to the Provided Internet Access Sites pursuant to this Amended Agreement, provided, however, subject to the provisions set forth in Exhibit B, Sprint agrees to provide Internet access service to the Retained Capacity Access Sites pursuant to the same terms and conditions as those contained in its contracts with its basic residential service customers.

SECTION 5. System Licensing and Deployment. BSU acknowledges that, although the Channels are currently operating from the Transmit Site for the transmission of video programming utilizing analog modulation: (a) Sprint is entering into this Amended Agreement in contemplation of the use of the Channels in the deployment of a complex two-way broadband wireless system utilizing MDS and ITFS spectrum licensed to multiple parties and that, in the design of this system, Sprint may employ from time to time, among other techniques, digitization, cellularization, sectorization, subchannelization and/or superchannelization of some or all of the MDS and ITFS spectrum in order to increase spectral efficiency and minimize intra-system and inter-system interference; and (b) BSU desires to migrate its usage of ITFS capacity from the transmission of video programming to Internet access. In furtherance of their objectives, the parties agree, subject to the other terms and conditions of this Amended Agreement (including, without limitation, the reimbursement by Sprint of the reasonable expenses incurred by BSU pursuant to Sections 5.A. through 5.F., both inclusive) as follows:

A. Applications for New or Modified Facilities. Subject to the provisions of Sections 5.E. and 11.C.2., BSU will complete, submit to the FCC on such date as requested by Sprint, and prosecute such applications for new response station

hubs, for new high-power boosters, for any modification to facilities utilizing the Channels (including changes in location, power, polarization, antenna system design or coverage, or modulation) or for the addition of the I channels associated with the Channels (in which case such I channels shall be considered Channels for purposes of this Amended Agreement) as Sprint requests from time to time during the Term which: (i) if prior to the High Speed Internet Access Transition Date, are not predicted to have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels in the Sprint System which will provide for the reliable reception of the Video Program Track at the Current ITFS Sites, or (ii) if such license modifications are to take effect upon or after the High Speed Internet Access Transition Date, are not predicted to noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites. Sprint will provide BSU with the engineering portion of any application to be completed, submitted and prosecuted pursuant to this Section at least thirty (30) days in advance of the filing date specified by Sprint.

B. Channel Swaps. Subject to the provisions of Sections 5.E. and 11.C.2., BSU will complete, submit to the FCC on such date as requested by Sprint, and prosecute such applications as Sprint may request to effectuate an exchange of one or more of the Channels for the same number of ITFS or MDS channels (except MDS Channels 1, 2 or 2A) licensed in the same general geographic area as the Channels, and will thereafter consummate such exchange provided that: (i) if prior to the High Speed Internet Access Transition Date, such channel swap is not predicted to have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels in the Sprint System which will provide for the reliable reception of the Video Program Track at the Current ITFS Sites, or (ii) if such channel swap is to take effect upon or after the High Speed Internet Access Transition Date, is not predicted to noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites. Notwithstanding the foregoing (i) BSU will not be required to consummate a channel swap to a MDS channel or channels licensed pursuant to a Basic Trading Area ("BTA") authorization unless the holder of such BTA authorization provides BSU at or prior to consummation with a written statement that the BTA authorization holder will consent to any future modification or addition of a response station hub or booster by BSU that would be permitted under the FCC's Rules were BSU deemed to have an incumbent MDS station with a 35-mile radius protected service area centered at the Transmit Site and (ii) such channel swap will not result in the reduction of the Adjusted Protected Service Area of any of the Channels. For purposes of this Amended Agreement, the "Adjusted Protected Service Area" means that part of the Channel's FCC defined protected service area that does not overlap with the FCC-defined protected service area of other ITFS or MDS licensees on co-channels or adjacent channels in service areas other than the Market plus that portion of the Channel's FCC defined protected service area which is located in the half closer to the Transmit Site of any area which overlaps with the FCC defined protected service area of another such ITFS or MDS licensee licensed for a market other than the Market, the halves of the overlap being created by bisecting the overlap area with a line beginning and ending at

the two points where the circles intersect. Effective upon consummation of such exchange, any Channel(s) assigned by BSU will no longer be considered as a Channel for purposes of this Amended Agreement, and any channel(s) assigned to BSU will be considered a Channel for purposes of this Amended Agreement. Notwithstanding anything to the contrary contained in this Section 5.B., a reduction in the actual service area of a Channel as the result of cellularization and/or sectorization, in and of itself, will not be deemed to be a reduction in the Adjusted Protected Service Area for purposes of this Amended Agreement.

C. Coordination With Other Licensees. Subject to the provisions of Sections 5.E. and 11.C.2., BSU agrees, upon request of Sprint, to execute and promptly return to Sprint any market coordination agreement, interference consent or similar document consenting to facilities of another licensee that would not otherwise be permitted under the FCC's rules and policies (a "Coordination Document") provided that: (i) if prior to the High Speed Internet Access Transition Date, the facilities contemplated by such Coordination Document are not predicted to have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels in the Sprint System which will provide for the reliable reception of the Video Program Track at the Current ITFS Sites, or (ii) if such channel swap is to take effect upon or after the High Speed Internet Access Transition Date, (a) the facilities contemplated by such Coordination Document are not predicted to noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites and, (b) the Coordination Document does not reduce the Adjusted Protected Service Area of the Channels. Notwithstanding the immediately preceding sentence, a Coordination Document among or between ITFS, MMDS and/or MDS licensees within the Market shall not be deemed as causing a reduction in the Adjusted Protected Service Area for the Channels. Sprint will provide BSU with a draft of any Coordination Document submitted pursuant to this Section together with a draft of the engineering portion of any application (if any) to be consented to, and BSU will have thirty (30) days to review such Coordination Document and supporting documents (if any). If upon such review BSU reasonably believes that such Coordination Document violates the standards set forth in this Section 5.C., BSU will provide Sprint written notice stating with particularity any reasonable good faith objections, the reasons therefor and any possible suggestions to modify the Coordination Document as to comply with the standards set forth in this Section 5.C. Sprint will, in absolute good faith, respond in writing to each of BSU's such concerns and/or objections and use commercially reasonable efforts in light of the parties' obligations hereunder to alleviate any concerns that BSU may have with respect to such Coordination Document. It is agreed that each party has an affirmative duty to amicably resolve any disputes arising pursuant to their respective obligations under this Section. In the event the parties are unable to reach an amicable agreement within forty-five (45) days from the date on which Sprint provides BSU with a Coordination Document pursuant to this Section, subject to Section 11.C.2., BSU will nonetheless execute and deliver the Coordination Document to Sprint, subject to resolution of the dispute as further set forth in Section 11.C.2., it being understood and agreed that any Coordination Document so executed and delivered shall be contingent upon the resolution of such

dispute in favor of Sprint. Furthermore, any party in whose favor such Coordination Document extends, shall have agreed in writing to be bound by the determination of the dispute resolution process as set forth herein. Sprint will, at its sole cost and expense, as against any such third party, enforce BSU's rights with respect to facilities contemplated by a Coordination Document which is subject of a dispute resolution process as set forth herein. Notwithstanding the foregoing, BSU agrees to execute and deliver any Coordination Document consistent with the following sections of the Breckenridge Agreement (a form of which is attached hereto as Exhibit C): Section V.A. (with respect to any proposal for a new or modified facility in an adjacent market, if the Channels are operating with digital facilities); Section V.C. (with respect to any proposal by an incumbent facility (as of the Effective Date) in an adjacent market for a modified facility, and subject to the protections afforded in this Amended Agreement as to the Current ITFS Receive Sites and the Provided Internet Access Sites); and Section IX (with respect to any incumbent facility (as of the Effective Date) with an existing protected service area ("PSA") that overlaps the PSA of BSU).

D. Prosecution of Applications. BSU will promptly and diligently prepare, file and prosecute all necessary application amendments, briefs, pleadings, petitions for reconsideration, applications for review, waiver requests, documents and supporting data, and take all such actions and give all such notices as may be required or requested by the FCC or as may be appropriate to expedite the grant of the applications filed under this Amended Agreement without conditions materially adverse to BSU and Sprint. In the event any person petitions the FCC to deny one or more of the FCC applications filed under this Amended Agreement or otherwise opposes one or more of such applications before the FCC, or in the event the FCC enters an order granting one or more of such applications and any person petitions for reconsideration or review of such order before the FCC or appeals or applies for review in any judicial proceeding, then, if requested to do so by Sprint, BSU must oppose such petition before the FCC or defend such order of the FCC diligently and in absolute good faith, to the end that the objectives contemplated by this Amended Agreement may be achieved. In the event that the FCC denies one or more of the applications submitted under this Amended Agreement or grants one or more of such applications with conditions materially adverse to BSU and/or Sprint, then if requested to do so by Sprint, BSU must seek reconsideration or review of such action diligently and in absolute good faith, to the end that the objectives contemplated by this Amended Agreement may be achieved. If the FCC grants one or more such applications with conditions materially adverse to BSU, and Sprint does not request BSU to seek reconsideration of such action, subject to resolving any dispute involving whether such conditions are materially adverse to BSU or are otherwise permitted modifications or requirements of BSU pursuant to the terms of this Amended Agreement in the manner set forth in Section 11.C.2. (in the event Sprint objects to BSU's planned course of action), BSU may choose not to construct or otherwise implement the facilities authorized by such action, and may return such authorization to the FCC for cancellation.

E. Withdrawal of Application, Cancellation of Authorization or Delay in Construction. BSU acknowledges that due to the complexities inherent in

designing two-way digital broadband systems consistent with the FCC's rules and policies and coordinating such designs among multiple MDS and ITFS licensees or for other reasons, Sprint may, in its sole discretion, elect not to construct or operate facilities authorized to BSU by the FCC in granting an application submitted pursuant to Section 5.A. Upon request of Sprint, BSU agrees that it will withdraw any pending application submitted pursuant to Sections 5.A. or 5.B., return to the FCC for cancellation any authorization secured by grant of an application submitted pursuant to Sections 5.A. or 5.B., or withdraw any filing submitted pursuant to Section 5.D. In addition, if requested to do so by Sprint, BSU must complete, submit to the FCC on such date as reasonably requested by Sprint and prosecute such applications for additional time to construct any facility authorized by grant of an application submitted pursuant to Section 5.A. or to consummate any channel swap authorized pursuant to an application submitted pursuant to Section 5.B.

F. Permissible Modifications, Low-Power Boosters, Etc.. Sprint may install facilities (including low-power boosters) or make facility modifications that are permitted under the FCC's rules without prior FCC authorization provided that: (i) if prior the High Speed Internet Access Transition Date, such facilities are not predicted to have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels in the Sprint System which will provide for the reliable reception of the Video Program Track at the Current ITFS Sites, or (ii) if such facilities are to be installed upon or after the High Speed Internet Access Transition Date, such facilities are not predicted to noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites. Sprint will provide BSU with the engineering portion of any notice or notification to be completed, submitted to the FCC and prosecuted pursuant to this Section at least thirty (30) days in advance of the installation or modification. Upon notice by Sprint of such installation or modification, BSU will complete and subject to Section 11.C.2., submit to the FCC on such date as reasonably requested by Sprint and prosecute such notices or notifications as are required under the FCC's rules.

G. Reimbursement of Reasonable Expenses. Sprint agrees to promptly reimburse BSU's reasonable engineering and legal costs to review the technical and any other portion of, complete and prosecute pursuant to Section 5.D., any application to be submitted pursuant to Sections 5.A. and 5.B., to review any Coordination Document and related materials submitted pursuant to Section 5.C., or to review and complete any submission requested pursuant to Section 5.E. or Section 5.F., provided that, if requested in writing by Sprint, BSU has given Sprint a good faith written estimate of such costs prior to incurring them and, in the event Sprint objects within a reasonable time in writing to such estimate as excessive, BSU has made a good faith effort to address Sprint's concerns.

H. Amelioration of Adverse Effect. In the event that facilities operated as the result of either: (i) the grant of any application submitted by BSU pursuant to Sections 5.A. or 5.B.; (ii) the submission to the FCC of any Coordination Document executed by BSU pursuant to Section 5.C.; (iii) any notification submitted by

BSU pursuant to Section 5.F.; (iv) any response station installation regardless of whether notice of such installation has been given or not been given to BSU pursuant to Section 5.I.; or (v) any other change in the facilities or operation of the Sprint System (as defined in Section 6.B.2.) within the control of Sprint, actually does have a noticeably adverse effect on the reliable reception of the Video Program Track at any Current ITFS Site (if prior to the High Speed Internet Access Transition Date), or does noticeably impair the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites as they exist at such time (if after the High Speed Internet Access Transition Date), Sprint will, at its own expense, promptly take all steps, including but not limited to, upgrading such Current ITFS Site(s) (if prior to the High Speed Internet Access Transition Date) or Provided Internet Access Site(s) (if after the High Speed Internet Access Transition Date), to eliminate or reduce any such adverse effect to non-objectionable levels as determined in BSU's reasonable discretion. Sprint shall also respond in a timely manner to resolve any and all system maintenance or operational issues affecting the transmission and/or receipt of the Video Program Track or the Licensee's Internet Access Service. With respect to issues affecting the transmission and/or receipt of the Video Program Track, in the event that any noticeable adverse effect on the reliable reception at any Current ITFS Site of the Video Program Track caused by a modification made at the behest of Sprint is of such a magnitude that prevents such Current ITFS Site from receiving a usable picture, Sprint shall eliminate or reduce such adverse effect to non-objectionable levels as determined in BSU's reasonable discretion within ten (10) days of receipt of written notice from BSU of such deficiency. BSU recognizes that the construction, operation and marketing of Sprint's telecommunications services in compliance with the parameters set forth in this Amended Agreement requires that BSU provide prompt notice of any such noticeable adverse effect. Therefore, BSU will have an affirmative duty to promptly provide Sprint with written notice of any such noticeable adverse effect on the reliable reception of the Video Program Track at any Current ITFS Site and Sprint shall not be required to terminate operation of such offending facility in the absence of prompt notice if such termination would, because of such delay in notice, have a material adverse effect on the business operations of Sprint. In the event that any noticeable adverse effect on the reliable reception at any Current ITFS Site of the Video Program Track does not prevent such Current ITFS Site from receiving a usable picture, Sprint shall eliminate or reduce such adverse effect to non-objectionable levels as determined in BSU's reasonable discretion within thirty (30) days of receipt of written notice from BSU of such adverse effect. With respect to issues affecting utilization of Licensee's Internet Access Service, Sprint will respond as least as quickly as Sprint responds to resolve such issues for other ITFS or MDS licensees or Sprint's paying subscribers, so as to restore BSU's ability to receive Licensee's Internet Access Service at the affected Provided Internet Access Site. Sprint's response and resolution of such issues will be at Sprint's expense, except where the problem arises from negligent or wrongful actions by BSU. BSU will fully cooperate with Sprint's efforts pursuant to this Section 5.H.

I. Notification Zones. BSU agrees that neither Sprint nor any FCC licensee providing MDS or ITFS capacity to BSU will be required either to provide

advance notice to BSU prior to any response station installation, or to professionally install any response station. In the event that BSU experiences any adverse effect on the reliable reception of the Video Program Track at any Current ITFS Site (if prior to the High Speed Internet Access Transition Date) or any noticeable impairment on its ability to use Licensee's Internet Access Service at the Provided Internet Access Sites (if after the High Speed Internet Access Transition Date) due to block downconverter overload or any other technical problem arising from the proximity, frequency, power and/or directionality of any response station operated in connection with the Sprint System, Sprint will be obligated to ameliorate such adverse effect as specified in Section 5.H. BSU shall fully cooperate with Sprint's efforts to cure such interference.

J. Transmission Equipment.

1. **Provision of Transmission Equipment.** Throughout the Term, Sprint will provide BSU, at no cost, with the use of such transmitters, combiners, waveguide or coaxial cable, transmission or response station hub antennas and associated combiners, jumpers and connectors (some or all of which may be shared with other licensees) as is required to construct the transmission and response station hub facilities currently authorized by the FCC for the Channels or subsequently authorized pursuant to Sections 5.A. or 5.B. (unless such authorization is returned to the FCC by BSU for cancellation pursuant to Section 5.E.) or for which a notification is submitted pursuant to Section 5.F. (collectively, the "Provided Transmission Equipment"). Provided Transmission Equipment shall not include Internet Access Subscriber Site Equipment. Subject to the provisions of Section 5.L.2., Sprint will retain title to the Provided Transmission Equipment and will be responsible for the payment of all *ad valorem* taxes and other charges assessed against the Provided Transmission Equipment during the Term. Sprint, at its own cost and expense, may make such alterations of or attachments to the Provided Transmission Equipment as may be reasonably required from time to time by the nature of its business; provided however, that such alterations or attachments may not result in a noticeable adverse effect on the reliable reception of the Video Program Track at any Current ITFS Site (if prior to the High Speed Internet Access Transition Date) or noticeable impairment of BSU's ability to use Licensee's Internet Access Service at the Provided Internet Access Sites (if after the High Speed Internet Access Transition Date) or violate any FCC rule.

2. **STL Equipment.** Until the High Speed Internet Access Transition Date, Sprint shall continue to provide BSU, at no cost, with the use of the existing point to point microwave link used to transport BSU's video programming from BSU's current studio production facilities to the Transmit Site (the "STL", such equipment utilized in the transmission of the microwave link, the "STL Equipment"). Subject to the provisions of Section 5.L.2., Sprint will retain title to the STL Equipment and will be responsible for the payment of all *ad valorem* taxes and other charges assessed against the STL Equipment during the Term.

3. **Operation and Maintenance.** Sprint will, at its sole expense (but subject to BSU's right to supervise the maintenance and operation of the equipment operating under its FCC authorizations), maintain and operate the Provided Transmission Equipment and, until the High Speed Internet Access Transition Date, the STL Equipment in good working order in compliance with the FCC's rules and sound engineering practices. BSU will promptly provide written notice to Sprint if any of the Provided Transmission Equipment or the STL Equipment is not, to BSU's knowledge, maintained in compliance with the foregoing sentence. The Provided Transmission Equipment and the STL Equipment may be replaced or repaired, at Sprint's sole discretion, from time to time for maintenance purposes, to complete construction of subsequently authorized facilities, or for other purposes. Sprint will have no liability to BSU for any losses or damages BSU may suffer due to any malfunction of the Provided Transmission Equipment, the STL Equipment or any other equipment utilized by Sprint to deliver Licensee's Internet Access Service to the Provided Internet Access Sites, unless such losses or damages result directly from any willful act or gross negligence of Sprint or any of its employees or agents. However, regardless of the cause of any malfunction, Sprint will use best efforts to restore service at the earliest possible time.

K. Site Availability. During the Term, Sprint will be responsible, at its sole cost and expense, for securing the rooftop, transmission tower, and equipment room space necessary for the installation of the transmission facilities (other than for facilities at the Provided Internet Access Sites) authorized to BSU for the Channels pursuant to this Amended Agreement.

L. Post-Agreement Considerations.

1. **Continued Operation At Transmit Site/Cell Sites.** Upon expiration or termination of this Amended Agreement (other than termination by Sprint pursuant to Section 10.A.), for so long as Sprint, in its sole discretion, utilizes space at locations to operate facilities for other MDS or ITFS facilities leased or owned by Sprint and BSU is authorized to operate facilities at such locations, Sprint will permit BSU shared access to any MDS/ITFS combiner, waveguide or antenna at such locations owned or leased by Sprint, and space for the Provided Transmission Equipment, provided: (a) that BSU reimburses Sprint for its *pro rata* share of the value of the shared equipment (based upon the number of Channels sharing such equipment as compared to the number of all MDS/ITFS channels using such equipment) and of the ongoing costs of owning or leasing such space (including lease fees, utility expenses, taxes, costs of maintenance and repair of the shared equipment or space, any tower or building on which the equipment is mounted or in which the equipment is stored, and the systems for lighting, heating, ventilating, and cooling the space) (based upon the amount of space utilized by the Channels); (b) that such use by BSU does not have a materially adverse effect by virtue of interruption, interference or similar causes upon Sprint or its business or any other MDS or ITFS licensee sharing the

equipment or space; and (c) any lease pursuant to which Sprint is operating at the cell site permits Sprint to allow BSU occupancy, which permission Sprint will use commercially reasonable efforts both during the term and, if necessary, at its conclusion, to secure.

2. **Post-Agreement Option to Purchase Equipment.** Upon expiration of the Term or the termination of this Amended Agreement pursuant to Section 10 and subject to the provisions of Section 5.M., BSU will have the option to purchase the Provided Transmission Equipment as such exists at the time, or, at Sprint's sole discretion, immediately available equipment comparable to such equipment for an amount equal to the greater of its replacement cost or fair market value. Such option may be exercised by giving written notice to Sprint within fifteen (15) days of the expiration of the Term or the termination of this Amended Agreement pursuant to Section 10 and the parties will use commercially reasonable efforts to consummate the transaction as soon thereafter as practicable.

3. **Cessation of Use/License for Downstream Transmissions.** Upon expiration or termination of this Amended Agreement, Sprint will immediately cease its use of the Channels. In addition, unless BSU then holds such authorizations, Sprint will arrange at no cost to BSU such channel swaps as are necessary for BSU to thereafter hold such authorizations which provide for at least twenty-five percent (25%) of the capacity of the Channels being licensed for point-to-multipoint transmissions.

M. Option to Purchase Video Equipment. Upon the High Speed Internet Access Transition Date, BSU will have the option to purchase for its fair market value the transmitter (or an immediately available comparable transmitter), a proportional interest in any shared equipment at the Transmit Site utilized for the transmission of the Video Program Track (or immediately available comparable equipment) and the STL Equipment. Such option may be exercised by providing Sprint with written notice of BSU's election within six (6) months of the High Speed Internet Access Transition Date. Notwithstanding the foregoing, if prior to the Internet Launch Date Sprint elects to not renew this Amended Agreement for a Renewal Term, the Term expires or this Amended Agreement is terminated by BSU pursuant to Section 10.A., BSU will have the option to purchase for the sum of One Dollar (\$1.00) the transmitter, a proportional interest in any shared equipment at the Transmit Site utilized for the transmission of the Video Program Track (or immediately available comparable equipment) and the STL Equipment.

N. Determination of Modification Standards. As used throughout this Amended Agreement, the determination of whether any facility or modification contemplated herein will be predicted to have, or does have a "noticeable adverse effect on the ability of Sprint to deliver a signal from the Transmit Site using channels included in the Sprint System which will provide for reliable reception of the Video Program Track at the Current ITFS Sites" shall be based upon the picture quality received at a Current ITFS Receive Site. Furthermore, for purposes of this Amended Agreement, new

or modified facilities will conclusively be deemed to not have a noticeable adverse effect upon the ability of Sprint to deliver a signal from the Transmit Site using channels included in the Sprint System which will provide for the reliable reception of the Video Program Track if such facilities are predicted to result in desired-to-undesired ratios superior to that which exist at the time the modification is proposed. The parties recognize that this Section contemplates that through advances in technology, picture quality may be maintained in spite of desired-to-undesired ratios being below the conclusive standard set forth in the immediately preceding sentence. The determination of whether any facility or modification contemplated herein "noticeably impairs the ability of BSU to utilize the Licensee's Internet Access Service at the Provided Internet Access Sites" shall be determined based upon the comparison of the quality and reliability of service provided at the Provided Internet Access Sites and the level, quality and reliability of service provided at the access sites of Sprint's paying subscribers subscribing to the same level of service as that provided to the Provided Internet Access Sites.

SECTION 6. Fees.

A. Incentive Payments. Sprint will pay to BSU a non-refundable Incentive Payment in the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) within thirty (30) days of the Effective Date of this Amended Agreement.

B. Monthly Fee. Commencing on the first full calendar month following the Effective Date and continuing through the earlier of: (i) the month in which the Internet Launch Date occurs or (ii) the month in which substantially all of Sprint's video subscribers have discontinued their subscription for video service with Sprint (the earlier to occur being the "Payment Transition Date"), Sprint will pay to BSU the greater of the Monthly Minimum Payment, the Monthly Royalty Fee or the Monthly Subscriber Royalty Fee (as such terms are defined below). Commencing with the first full calendar month following the Payment Transition Date and continuing through the remainder of the Term, Sprint will pay to BSU the greater of the Monthly Minimum Payment or the Monthly Royalty Fee (the "Monthly Fee").

1. **Monthly Minimum Payment.** Commencing with the first full calendar month following the Effective Date and continuing through the sixtieth (60th) full calendar month after the Effective Date, the Monthly Minimum Payment shall be Seven Hundred Fifty and No/100 Dollars (\$750.00). Commencing with the sixty-first (61st) full calendar month following the Effective Date and continuing for the remainder of the Term, the Monthly Minimum Payment shall be One Thousand and No/100 Dollars (\$1,000.00).

2. **Monthly Royalty Fee.** The Monthly Royalty Fee will be equal to one-half of one percent (0.5%) of System Adjusted Gross Revenue (as such term is defined below) for the Month.

(a) System Adjusted Gross Revenue for any given month will equal the gross revenues, adjusted pursuant to Section 6.B.ii.(b), collected by Sprint and/or any Sprint Affiliate from its customers (including without limitation both Sprint System subscribers and sublessees of capacity on the Sprint System) during that month for any communications services provided over the Sprint System (including multichannel video programming distribution, internet access services, private data networking services, telephony services, video conferencing services and pay-per-event video, audio or data services). The "Sprint System" is all facilities that (i) utilize the Channels; (ii) are the incumbent MDS or ITFS facilities listed on Exhibit D, as such may be modified from time to time, or any response station hub or booster authorized with respect to such facilities within their FCC-defined protected service area, as such may be revised by private agreement; or (iii) are collocated, integrated or used in conjunction with any facilities described in (i) or (ii) and utilize MDS or ITFS channels other than the Channels.

(b) System Adjusted Gross Revenue will not include:

(1) Equipment, installation and maintenance charges, including charges for the installation or activation of new equipment or services (to the extent that such installation or activation charges do not include a communications service component), charges for equipment sold, recurring lease fees for rented or leased equipment, and charges for the maintenance or repair of equipment;

(2) Third party pass-through charges (including governmental taxes, fees or charges), surcharges, universal service fund contributions, and charges billed on a purely "pass through" basis by Sprint to its subscribers for communications services (such as charges for collect calls or long distance telephone services) rendered by other entities. For purposes of this Section 6.B.ii.(b)(2), charges billed on a "purely pass through basis" shall mean that portion of any charge to the subscriber which in turn is paid to the third party by Sprint; or

(3) Revenue received for non-communications or ancillary services, including revenue for advertising services, web-hosting services, application hosting services, content-related products and services except for those specifically included under Section 6.B.ii.(a), electronic transaction services, data encoding

services, security services and add-on or adjunct services, including voice mail, call waiting, and caller I.D.;

provided, however, if Sprint or any Sprint Affiliate by itself or with any other party offers to its customers multiple services and/or products, the revenues from some of which are included in System Adjusted Gross Revenue ("Included Services") and for others of which are excluded from System Adjusted Gross Revenue ("Excluded Services"), at a combined rate that is less than the sum of the retail rates applied to such Included Services and Excluded Services individually (such combined pricing, the "Bundled Rate"), or if such customers are offered a discount on Included Services if they also purchase an Excluded Service, then the revenue included in System Adjusted Gross Revenue will equal the Proportionate Bundled Rate. The "Proportionate Bundled Rate" is calculated by dividing the retail rates normally employed for Included Services individually by the sum of the retail rates normally employed for Included Services and Excluded Services individually, multiplied by the Bundled Rate. For example, if Sprint combines its broadband wireless internet access service (an Included Service) with a normal retail rate equal to \$60.00 with Sprint PCS service (an Excluded Service) with a normal retail rate equal to \$40.00, and offers such combined services to its customers for \$80.00 (i.e. the Bundled Rate), the Proportionate Bundled Rate will equal \$48.00.

3. **Monthly Subscriber Fee.** The Monthly Subscriber Fee shall equal two and one-half cents (\$.025) per Subscriber (as defined below) per Channel which BSU leases to Sprint during said month (i.e., \$0.075 per Subscriber until October 16, 2003, and after October 16, 2003, \$0.10 per Subscriber). "Subscriber" is defined as a person or entity that is paying for Sprint's services over the Sprint System. The monthly subscriber calculation will be based on the average number of subscribers, which will equal the number of subscribers as of the last day of the prior month plus the number of subscribers as of the last day of the current month divided by two. In situations where Sprint's services are sold in bulk (that is, where a number of viewing units or terminals are grouped together for billing purposes), the number of subscribers will be determined by dividing the total monthly revenues derived from such bulk billing by Sprint's then prevailing retail monthly rate for the equivalent service to individual subscribers in the Sprint System.

C. **Payments.** The Monthly Fee for a given month must be sent to BSU at such address as BSU designates from time to time by first-class, United States Postal Service mail, no later than forty five (45) days after the last day of the month in question. Each payment of the Monthly Fee will be accompanied by a report accurately specifying the calculation of the Monthly Fee due for the month in question, including at

least the System Gross Revenues, the calculation of the Monthly Subscriber Royalty Fee and the Monthly Minimum Payment. Incentive Payments must be sent to BSU at such address by first-class, United States Postal Service mail when due.

D. Proration. If the Term ends on a date other than the last day of a calendar month, then the Monthly Fee for that partial month will be paid on a proportionate basis.

E. Right to Audit.

1. **Maintenance of Records.** Sprint shall at all times during the Term and for one (1) year thereafter keep, maintain and preserve complete and accurate records and accounts pertaining to its financial obligations hereunder for at least the preceding thirty-six (36) month period. Sprint shall also cause any Sprint Affiliate to which it has assigned, subleased or otherwise allowed to use the capacity of the Sprint System to keep, maintain and preserve such records and accounts relating to such assignment, sublease or use.

2. **Audit of System Gross Revenues Methodology, Calculation and Payment.** Within six (6) months of the date on which System Gross Revenue first reaches \$200,000.00 per month, Sprint will provide a report issued in conformity with Statement of Accounting Standard No. 70 "Reports on the Processing of Transactions by Service Organizations". Such report will be prepared by independent auditors and will provide an opinion on the controls placed in operation and tests of operating effectiveness of those controls in effect at Sprint and Sprint Affiliates with respect to the collection of revenues and the computation of System Gross Revenue. In the event such report indicates that Sprint's practices are not in compliance with the provisions set forth in Section 6, Sprint shall make payment to BSU of all amounts due from prior periods. In the event that Sprint or BSU alleges that there is a potential inaccuracy or inconsistency with the provisions of Section 6 specified in such report, and such dispute cannot be resolved by negotiation among Sprint, the accounting firm and BSU, BSU or Sprint shall have the right to submit the issue(s) to commercial arbitration as provided under Section 11.C. of this Amended Agreement.

3. **Results of Audit.** The records and corporate accounts of Sprint and any Sprint Affiliate to which Sprint has assigned, subleased or otherwise allowed to use the capacity of the Sprint System pertaining to the Monthly Fees due to BSU will be available for inspection and audit at Sprint's corporate offices at any time during the term of this Amended Agreement or within ninety (90) days thereafter, during reasonable business hours, by representatives of BSU or its designated certified independent auditor. BSU will be entitled to only one audit of Sprint's records and accounts during any calendar year and the audit will be limited to the records and accounts of Sprint relevant to the lease of BSU's Channels for the immediately preceding twelve (12) months, unless an error exceeding ten percent (10%) of the total is found, in which case

Sprint's records and accounts of the immediately preceding three (3) years may be audited. BSU will provide Sprint with thirty (30) business days advance notice of its intent to audit the records and accounts prior to being allowed to do so. All information obtained by BSU during any audit herein will be maintained by BSU in strict confidence as if such were Confidential Information (as such term is defined in Section 7.D.), except as reasonably necessary for BSU to enforce its rights under this Amended Agreement in any arbitration proceeding or court action as provided herein. If an error is found in the calculation of Monthly Fees, then BSU must provide a written report specifying the error to Sprint and Sprint will have thirty (30) days from the date of receipt of the report to verify the discrepancy. Any monies owed to BSU as a result of the audit must be paid in full within forty-five (45) days of verification by Sprint of the discrepancy together with interest thereon at the rate of nine percent per annum from the time such monies should have been paid through the date of actual payment. In addition, if any underpayment by Sprint exceed ten percent (10%) of the aggregate of the amounts actually owed for such twelve (12) month period, Sprint shall pay the reasonable expenses incurred by BSU in conducting the audit. If Sprint disputes that any monies are due and owing to BSU, Sprint will submit the matter to arbitration pursuant to Section 11.C.

F. Reimbursements. Where one party is required pursuant to this Amended Agreement to reimburse the other party for costs incurred, such payment will be sent to such address as the party to receive such reimbursement designates from time to time by first-class, United States Postal Service mail, no later than forty-five (45) days following receipt of an invoice and such supporting documentation as the party paying the reimbursement reasonably requests.

SECTION 7. Additional Covenants.

A. Maintenance of FCC Authorizations.

1. Preservation of Authorizations. During the Term, BSU must use its best efforts to secure and preserve the authorizations to use the Channels and to permit Sprint to use capacity thereon pursuant to the terms and conditions of this Amended Agreement. BSU must use its best efforts to obtain and maintain in force all licenses, permits and authorizations required or desired in connection with the use of the Channels pursuant to this Amended Agreement. BSU acknowledges that Sprint is leasing excess capacity on the specific frequencies assigned to the Channels and that Sprint would suffer a materially adverse effect were it denied the ability to utilize those frequencies as provided for herein. Except as set forth in Section 7.A.2., BSU will: (a) take all necessary steps to renew the licenses for the Channels prior to their expiration; and (b) avoid any act or activity which could reasonably be expected to cause the FCC to impair, restrict, revoke, cancel, suspend or refuse to renew the licenses for one or more of the Channels. Each of the parties hereto must take all reasonable steps to comply with the Communications Act of 1934, as amended, and the rules and

regulations of the FCC, and must timely file all reports, schedules and/or forms required by the FCC to be filed by it. The obligations of BSU under this Section 7.A.1. will include the obligation to provide Sprint with written notice of any issue, problem or other circumstance which may prevent BSU from maintaining the authorizations to use the Channels and to permit Sprint to use the capacity thereon pursuant to the terms and conditions of this Amended Agreement.

2. **Cancellation or Non-Renewal.** During the Term of this Amended Agreement, BSU may return any authorization for the Channels to the FCC for cancellation or elect not to renew any such authorization, provided that it gives one hundred eighty (180) days prior written notice to Sprint of its intent to do so. Upon written request of Sprint, BSU will assign at no cost such authorizations to such eligible entity as Sprint designates during such one hundred eighty (180) day period that is willing to assume all remaining obligations and benefits of such authorizations, subject to FCC consent. BSU will promptly and diligently prepare and file, and expeditiously prosecute any necessary assignment application and take all such actions and give all such notices as may be required or requested by the FCC or as may be appropriate in any effort to expedite the authorization of such assignment. Until such time as the FCC issues a Final Order (as such term is defined in Section 11.R.) disposing of the assignment application, BSU will not take any action that would jeopardize Sprint's rights under this Amended Agreement. In the event any person petitions the FCC to deny the assignment application or otherwise opposes the assignment application before the FCC, or in the event the FCC enters an order granting the assignment application and any person petitions for reconsideration or review of such order before the FCC or appeals or applies for review in any judicial proceeding, then BSU will oppose such petition before the FCC or defend such order of the FCC diligently and in absolute good faith, at Sprint's reasonable cost and expense, to the end that the assignment contemplated by this Section 7.A.2. may be finally consummated.

3. **Assignment of Authorizations.** Subject to the receipt of all necessary consents, including the consent of the FCC, BSU may assign all of its authorizations for the Channels on terms and conditions of its choosing to a third party eligible to hold such authorizations provided that prior to such assignment BSU agrees in writing to assign all of its rights and obligations under this Amended Agreement and such third party agrees in writing to assume all of BSU's rights and obligations under this Amended Agreement. Such written assignment and assumption must be provided to Sprint no less than sixty (60) days prior to the consummation of the proposed authorization assignment(s) and must be in form reasonably satisfactory to Sprint.

B. Coordination Documents. BSU acknowledges that the ability of the facilities utilizing the Channels to withstand interference, the design of those facilities and the coordination of that design with the design of other facilities licensed to or leased by Sprint is essential to the success of Sprint's business plans. Therefore, unless

requested by Sprint pursuant to Section 5.C., BSU will not execute or otherwise become a party to any Coordination Document.

C. Modification of Facilities. BSU acknowledges that the use of the specific frequencies assigned to the Channels, the design of the facilities utilizing the Channels and the coordination of that design with the design of other facilities licensed to or leased by Sprint is essential to the success of Sprint's business plans. Therefore, unless requested by Sprint pursuant to Section 5.A., BSU will not apply to the FCC for authority to add new facilities or to modify any facilities that utilize the Channels without obtaining the prior written consent from Sprint, which will not be unreasonably withheld, conditioned or delayed.

D. Confidentiality. BSU acknowledges that Confidential Information (as such term is defined below) may be made available to it pursuant to this Amended Agreement, and that such Confidential Information has been and will be developed by Sprint at considerable effort and expense and represents special, unique and valuable proprietary assets of Sprint, the value of which may be destroyed by unauthorized dissemination. Accordingly, except as may be required for the performance and/or enforcement in an arbitration proceeding or court action under or relating to this Amended Agreement, or compliance with any applicable law, during the Term and for a period of five (5) years thereafter, neither BSU nor any of its employees, representatives, agents or affiliates will make use of, disseminate, or in any way disclose any Confidential Information to any third person, firm, corporation or other entity for any reason whatsoever, said undertaking to be enforceable by injunctive or other equitable relief to prevent any violation or threatened violation thereof. BSU must exercise reasonable care to protect the Confidential Information and will disclose Confidential Information only to those of its employees, representatives, agents or affiliates who need to know such information. BSU may disclose Confidential Information if required by any judicial or governmental request, requirement or order, provided that BSU will take reasonable steps to give Sprint sufficient prior notice in order to contest such request, requirement or order by notifying Sprint of such request. As used herein, the term "Confidential Information" means information or material that has been created, discovered, developed or otherwise become known to Sprint (including, without limitation, information created, discovered, developed or made known to Sprint by third parties) which has commercial value in the telecommunications business and is treated or designated by Sprint as confidential, including any engineering design, manufacturing processes or source code, non-public financial information regarding Sprint, information relating to Sprint and Sprint Affiliate research and development, new product pricing and marketing plans of Sprint and Sprint Affiliate, and non-public information relating to Sprint's and Sprint Affiliates' operations, revenues, trade secrets or management practices. Notwithstanding the foregoing, non-public information relating to Sprint's negotiations and relations with BSU, the Sprint Corporation's Integrated On-demand Network (ION) project, ATM or DSL systems, and wireless access systems will be considered Confidential Information. Confidential Information does not include information which: (i) is or becomes generally available to the public, other than as a result of an unauthorized disclosure by BSU or any of its employees, representatives, agents or affiliates; (ii) was available to BSU on a non-

confidential basis prior to its disclosure to BSU; (iii) becomes available to BSU on a non-confidential basis from a source other than Sprint, provided that such source is not bound by a confidentiality agreement with Sprint or is not otherwise prohibited from transmitting the information to BSU; or (iv) information that BSU is required to disclose under applicable legal and regulatory requirements.

E. Cooperation. Sprint and BSU will each, within ten (10) business days of receipt, provide the other with copies of all correspondence, authorizations, forms or other documentation of any sort received from the FCC or any third party relating to the Channels or BSU's status as an ITFS licensee and all correspondence, forms, applications or other submissions by BSU or Sprint to the FCC and relating to the Channels, date-stamped by the FCC to evidence receipt. BSU and Sprint must promptly notify each other of any event of which it has knowledge that may affect any of the authorizations relating to the Channels or BSU's status as an ITFS licensee.

F. Further Efforts. The parties must utilize their best efforts to take such further action and execute such further applications, documents, assurances and certificates as either party may reasonably request of the other, consistent with the parties' rights and obligations under this Amended Agreement, in order to effectuate the purpose of this Amended Agreement. In addition, each party agrees that it will not take any action not otherwise authorized under this Amended Agreement which would adversely affect the rights granted by it to the other party hereunder.

G. Insurance.

1. **Policies Required.** At its expense, Sprint will secure and maintain during the Term with financially reputable insurers not less than the following insurance: (a) "All Risk" property insurance covering the Provided Transmission Equipment and STL Equipment (until the High Speed Internet Access Transition Date) for its full replacement value; (b) Commercial General Liability insurance covering liability resulting from Sprint's operation of the Provided Transmission Equipment and STL Equipment with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability and \$2,000,000 annual aggregate; and (c) Workers' Compensation, Business Auto liability and other insurance as required by law.

2. **Insurance Policy Forms.** BSU must be named as an additional insured or loss payee, as appropriate, on the above referenced insurance (except Workers' Compensation). Such insurance must be primary to any coverage which BSU carries.

3. **Proof of Insurance.** A certificate of insurance must be delivered to BSU evidencing that the above coverage is in effect and will not be canceled or materially altered without first giving BSU thirty (30) days' prior written notice. Renewal certificates must be delivered prior to the expiration of the term thereof.

4. **Waiver of Subrogation.** Anything in this Amended Agreement to the contrary notwithstanding, neither BSU nor Sprint will be liable to the other or to any insurance company insuring the other party (by way of subrogation or otherwise) for any loss or damage to any structure, building, equipment or other tangible property, or any resulting loss of income, even though such damage or loss might have been occasioned by the negligence of BSU or Sprint or any of their agents or employees, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage, or was required of such party to be covered by insurance pursuant to this Amended Agreement, but only to the extent such loss is or should have been covered by such insurance. This waiver does not cover deductibles, i.e., the party causing or responsible for a loss will be liable for any and all deductibles under the insurance policies of either party and it will not be entitled to any payment or reimbursement thereof.

H. Prevention of Unauthorized Reception. Upon the request of Sprint, BSU will take such actions as Sprint reasonably requests to assist Sprint in preventing the unauthorized reception of transmissions over the Channels. Sprint will reimburse BSU for all costs reasonably incurred in connection with BSU's satisfaction of its obligations under this Section.

I. Covenant Not To Compete. BSU recognizes that, during the term of this Amended Agreement, BSU's cooperation with Sprint is essential to the success of Sprint's commercial venture, and that such cooperation may be impaired by conflicts of interest. BSU also recognizes that, during the Term of this Amended Agreement, BSU will become privy to Confidential Information concerning Sprint's business practices, technology, subscriber growth rates, business plans and other information which, if revealed to a competitor, could be used in a manner harmful to Sprint. Therefore, during the Term BSU will not, directly or indirectly, acting alone, through an affiliate, or as a member of a partnership or association, or other business entity: (i) offer, provide or deliver, utilizing the Channels or any other MDS or ITFS channels, any commercial telecommunications, video, voice, data or internet service within one hundred miles of the Transmit Site other than services which qualify as ITFS uses under Section 74.931 of the FCC's Rules as the same exist as of this Effective Date (a "Competing Service"); or (ii) lease or license any part of BSU's Capacity to a third party that offers, provides or delivers a Competing Service.

SECTION 8. Representations and Warranties.

A. Of Sprint. Sprint hereby represents and warrants to BSU that:

1. **Organization.** Sprint is duly organized, validly existing and in good standing under the laws of the state or commonwealth of its formation, and has full power and authority to carry out all of the transactions contemplated by this Amended Agreement.

2. **Authorization; Valid and Binding Amended Agreement.**

Sprint has taken all action necessary to authorize the execution and delivery of this Amended Agreement. The person or entity signing this Amended Agreement is duly authorized to execute and deliver this Amended Agreement and to legally bind Sprint to all of the terms, covenants and conditions contained in this Amended Agreement. Upon execution and delivery, this Amended Agreement will constitute a valid and binding agreement of Sprint, enforceable in accordance with its terms.

3. **No Violation.** Except as disclosed herein, neither the

execution and delivery of this Amended Agreement nor the consummation of the transactions contemplated hereby, will constitute or be conducted in such a manner as to be a violation of, be in conflict with, or constitute a default under, any term or provision of any agreement governing Sprint's formation or other governing instruments, or any agreement or commitment to which Sprint is bound, or any judgment, decree, order, regulation or rule of any court or governmental authority, or any statute or law. Except for approval of the FCC and state regulatory authorities, no consent of any federal, state or local authority is required in connection with the execution and delivery of this Amended Agreement or with the performance of the transactions contemplated hereby.

4. **Litigation.** There is no action, suit, proceeding or

investigation pending or, to the actual knowledge of Sprint, threatened against Sprint before any court, administrative agency or other governmental body relating in any way to the transactions contemplated by this Amended Agreement. No unsatisfied judgment, order, writ, injunction, decree or assessment of any court or of any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality relating in any way to this Amended Agreement or any other agreements, certificates or instruments to be executed and delivered herewith has been entered against and served upon Sprint. There is no action, proceeding or investigation pending or, to the best knowledge of Sprint, threatened against Sprint which questions or challenges the validity of or otherwise seeks to prevent the consummation or performance of this Amended Agreement.

B. Of BSU. BSU hereby represents and warrants to Sprint that:

1. **Organization.** BSU is duly organized, validly existing and

in good standing as a non-profit entity under the laws of the state or commonwealth of its formation, and has full power and authority to carry out all of the transactions contemplated by this Amended Agreement.

2. **Authorization; Valid and Binding Amended Agreement.**

BSU has taken all action necessary to authorize the execution and delivery of this Amended Agreement. The person or entity signing this Amended Agreement on behalf of BSU is duly authorized to execute and deliver this Amended Agreement

and to legally bind BSU to all of the terms, covenants and conditions contained in this Amended Agreement. Upon execution and delivery, this Amended Agreement will constitute a valid and binding agreement of BSU, enforceable in accordance with its terms.

3. **No Violation.** Except as disclosed herein, neither the execution and delivery of this Amended Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of, be in conflict with, or constitute a default under, any term or provision of any agreement governing BSU's formation or other governing instruments, or any agreement or commitment to which BSU is bound, or any judgment, decree, order, regulation or rule of any court or governmental authority, or any statute or law. Except for approval of the FCC, no consent of any federal, state or local authority is required in connection with the execution and delivery of this Amended Agreement or with the performance of the transactions contemplated hereby.

4. **FCC Authorizations.** Set forth as Exhibit E is a true, correct and complete copy of each currently outstanding (as of the Effective Date) authorization that the FCC has issued to BSU to construct and/or to operate ITFS facilities utilizing the Channels (each an "FCC Authorization" and collectively, the "FCC Authorizations"). No application is presently pending before the FCC proposing any modification to any FCC Authorization. Each FCC Authorization, is issued pursuant to a Final Order and is unimpaired by any act or omission by BSU. There is no complaint, inquiry, investigation or proceeding pending before the FCC or, to the best knowledge of BSU, threatened which could result in the revocation, modification, restriction, cancellation, termination or non-renewal of, or other action adversely affecting, any FCC Authorization and BSU knows of no facts that, if brought to the attention of the FCC, could result in the revocation, modification, restriction, cancellation, termination or non-renewal of, or other action adversely affecting, any FCC Authorization. BSU has not entered into any agreement to permit any third party to utilize, whether or not for compensation, any portion of the capacity of the Channels.

5. **Interference Issues.** To the best of BSU's actual knowledge as of the Effective Date, except for agreements to which Sprint or a predecessor in interest of Sprint is a party or otherwise agreed to, BSU has not entered into any agreement which requires or could require any current or future facilities that operate on the Channels to utilize or comply with any particular technical parameters, to cease operation, to limit the hours of operation, or to accept interference. To the best of BSU's actual knowledge as of the Effective Date, except for Coordination Documents to which Sprint or a predecessor in interest of Sprint is a party or otherwise agreed to, BSU has not provided any Coordination Document to any third party or the FCC pursuant to which BSU agreed to accept any interference from any other party.

6. **Litigation.** There is no action, suit, proceeding or investigation pending or, to the actual knowledge of BSU, threatened against BSU before any court, administrative agency or other governmental body relating in any way to the transactions contemplated by this Amended Agreement. No unsatisfied judgment, order, writ, injunction, decree or assessment of any court or of any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality relating in any way to this Amended Agreement or any other agreements, certificates or instruments to be executed and delivered herewith has been entered against and served upon BSU. There is no action, proceeding or investigation pending or, to the best knowledge of BSU, threatened against BSU which questions or challenges the validity of or otherwise seeks to prevent the consummation or performance of this Amended Agreement.

C. Survival of Representations and Warranties. The representations and warranties contained in this Amended Agreement will be deemed to be continuing during the Term of this Amended Agreement, and each party has the duty promptly to notify the other of any event or circumstance which might reasonably be deemed to constitute a breach of or lead to a breach of its warranties or representations.

SECTION 9. Indemnification.

A. By BSU. To the extent permitted by law, BSU hereby covenants and agrees to, and does hereby, indemnify, defend and save harmless Sprint, its directors, officers, shareholders, employees and agents (the "Sprint Indemnitees") from and against and shall reimburse any Sprint Indemnatee on demand for any and all liabilities, losses, damages, claims, demands, actions, costs and expenses (including, without limitations, reasonable court costs and attorneys' fees) of whatsoever kind or nature, which any of the Sprint Indemnitees may suffer, sustain, incur, pay, expend or lay out by reason, by virtue or as a result of any third party claim against any Sprint Indemnatee based on or alleging: (i) any breach or default by BSU of any of its covenants, agreements, duties or obligations hereunder; (ii) any breach or default of, or inaccuracy or omission in, any representation or warranty of BSU contained herein; or (iii) any negligence or willful misconduct of BSU, its officers, employees or agents in connection with the performance of this Amended Agreement. Moreover, BSU will forever protect, save, defend and keep the Sprint Indemnitees harmless and indemnify them against: (i) any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities resulting from third party claims of libel, slander or the infringement of copyright or the unauthorized use of any trademark, trade name, service mark or any other claimed harm or unlawfulness arising from the selection and/or transmission of any programming by BSU; and (ii) third party claims arising as a result of selection and transmission by BSU of programming or other material that is obscene, indecent, profane, or defamatory under 18 U.S.C. Sec. 1464, as it may be amended from time to time, or under any other federal statute, regulation or rule, or which is obscene, indecent, profane or defamatory under the laws of the state in which the Transmit Site is located.

B. By Sprint. To the extent permitted by law, Sprint hereby covenants and agrees to, and does hereby, indemnify, defend and save harmless BSU, its officers, employees and agents (the "ITFS Indemnitees") from and against and will reimburse any ITFS Indemnitee on demand for any and all liabilities, losses, damages, claims, demands, actions, costs and expenses (including, without limitations, reasonable court costs and attorneys' fees) of whatsoever kind or nature, which any of the ITFS Indemnitees may suffer, sustain, incur, pay, expend or lay out by reason, by virtue or as a result of any third party claim against any ITFS Indemnitee based on or alleging: (i) any breach or default by Sprint or any Sprint Affiliate of any of Sprint's covenants, agreements, duties or obligations hereunder; (ii) any breach or default of, or inaccuracy or omission in, any representation or warranty of Sprint contained herein; or (iii) any negligence or willful misconduct of Sprint or Sprint Affiliate, its officers, directors, stockholders, employees or agents in connection with the performance of this Amended Agreement or its offering of communications services over the Sprint System. Moreover, Sprint will forever protect, save, defend and keep the ITFS Indemnitees harmless and indemnify them against: (i) any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities resulting from third party claims of libel, slander or the infringement of copyright or the unauthorized use of any trademark, trade name, service mark or any other claimed harm or unlawfulness arising from the selection and/or transmission of any information by Sprint; and (ii) third party claims arising as a result of any selection and/or transmission by Sprint of programming or other material that is obscene, indecent, profane, or defamatory under 18 U.S.C. Sec. 1464, as it may be amended from time to time, or under any other federal statute, regulation or rule, or which is obscene, indecent, profane or defamatory under the laws of the state in which the Transmit Site is located.

C. Claims for Indemnification. Where indemnification under this Section is sought by a party (the "Claiming Party"): (i) it must notify in writing the other party (the "Indemnifying Party") promptly of any claim or litigation or threatened claim to which the indemnification relates; (ii) upon the Indemnifying Party's written acknowledgment of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party will afford the Indemnifying Party an opportunity to participate in and, at the option of the Indemnifying Party, control, compromise, settle, defend or otherwise resolve the claim or litigation (and the Claiming Party may not effect any such compromise or settlement without prior written consent of the Indemnifying Party), provided, however, that neither may the Indemnifying Party compromise or settle any claim or litigation without the prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Claiming Party, or consent to the entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by claimant to the Claiming Party a release from all liability with respect to the claim; and (iii) the Claiming Party will cooperate with the Indemnifying Party in its above-described participation in any compromise, settlement, defense or resolution of such claim or litigation. In the event that the Indemnifying Party does not so acknowledge its indemnification responsibility, the Claiming Party may proceed directly to enforce its indemnification rights.

D. Survival. The agreements of indemnification set forth in this Section will remain in full force and effect for a period of one (1) year following the termination or expiration of the Term unless, during such one (1) year period, a Claiming Party makes a claim against an Indemnifying Party pursuant to Section 9.C., in which event such claim will continue to be governed by the provisions of this Section 9 until a resolution of such claim has been completed with all applicable appeal periods having expired.

SECTION 10. Termination or Expiration.

A. Termination by Reason of Default. A party may terminate this Amended Agreement upon thirty (30) days written notice to the other party if the other party is in default and fails within such thirty (30) day period to cure such default; provided, however, if such default is not reasonably capable of being cured within such thirty (30) day period, this Amended Agreement may not be terminated so long as the party in default commences action to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable amount of time considering the circumstances. A party will be deemed to be in default under this Amended Agreement if it fails to comply with any material obligation, term or covenant of this Amended Agreement or if it breaches any material representation or warranty. It is understood and agreed, however, that BSU's loss of any authorization for any of the Channels shall not be deemed a default by BSU if BSU used best efforts to preserve such authorization as required by Section 7.A.1., or if the loss is for reasons beyond BSU's control. It is also agreed and understood that BSU's obligations to use best efforts as set forth in the immediately preceding sentence and Section 7.A.1. shall include the obligation to provide Sprint with prompt notice of any occurrence, circumstance, non-occurrence or event which may result in the loss of any authorization to lease or use the Channels and to provide Sprint the opportunity, at Sprint's sole election, to take any lawful action to maintain the authorizations for the Channels.

B. Termination of FCC Authorization. This Amended Agreement will terminate upon the issuance by the FCC of a Final Order terminating BSU's authority to utilize or lease the Channels.

C. Effect of Termination. Except as otherwise specifically provided in this Amended Agreement, and except with respect to Sections 1, 6.E., 7.D., and 11.O., upon expiration of the Term or in the event of the termination of this Amended Agreement, this Amended Agreement will no longer have any effect in establishing the rights and obligations of the parties hereto. Termination of this Amended Agreement pursuant to Section 10.A. will not affect or diminish the rights or claims or remedies available in equity or at law to the non-defaulting party arising by reason of any default leading to such termination. Termination pursuant to Section 10.B. will be without liability to either BSU or Sprint, unless such termination results from a default by a party under this Amended Agreement, in which case such termination will not affect or diminish the rights or claims or remedies available in equity or at law to the non-defaulting party arising by reason of such default.

SECTION 11. Miscellaneous.

A. Assignment of Agreement. Sprint and BSU each has the absolute right to assign its rights and obligations under this Amended Agreement, provided that the party making the assignment gives written notice to the other party, that the assignee agrees in writing to assume all of the duties and obligations of the assignor under this Amended Agreement, and that, in the case of an assignment by BSU, the proposed assignee acquires BSU's authorizations for the Channels and the provisions of Section 7.A.3. are complied with. Sprint may assign, pledge, hypothecate or grant a security interest in its rights under this Amended Agreement as collateral or security for any financing arrangements it makes. Sprint may also grant a security interest in any of the Provided Transmission Equipment and STL Equipment as collateral or security for any financing arrangement it makes; provided, however, that any security interest in any of the Provided Transmission Equipment or STL Equipment shall be made subject to the priority rights of BSU pursuant to the provisions of this Amended Agreement, including but not limited to Section 5.L.

B. Counterparts. This Amended Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

C. Dispute Resolution Through Arbitration.

1. **Dispute Resolution.** The parties will utilize good faith efforts to resolve any disputes arising out of or relating to the negotiation, execution, interpretation, performance or nonperformance of this Amended Agreement through amicable settlement discussions to be commenced by the giving of a written notice of dispute by the party claiming to be aggrieved. The notice of dispute must state with specificity the matters in dispute, the position of the party giving the notice of dispute and the rationale for that position. Except as provided in Section 11.C.2., below, if the parties fail to resolve the dispute by amicable settlement within fifteen (15) days from the date the notice of dispute is given, either party may then request the final settlement of such dispute through arbitration in the city and state in which the Transmit Site is located, under the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") by notifying the other party and the AAA in accordance with the Rules. The arbitration will be conducted by three (3) arbitrators appointed in accordance with the Rules and will be conducted pursuant to expedited and accelerated procedures. The arbitrators must decide the issues submitted to them in accordance with the provisions and commercial and educational purposes of this Amended Agreement.

2. **Preservation of Status Quo.**

(a) The parties will utilize commercially reasonable efforts to preserve the *status quo* between written notice of dispute and the

earlier of a settlement of the dispute or the issuance of a final decision by the arbitrators.

(b) BSU acknowledges the complexity of the system development Sprint intends to undertake, the practical necessity of coordinating among numerous MDS and ITFS licensees the execution and filing of applications and Coordination Documents, and the potential adverse impact under the FCC's rules and policies should the filing of such documents be delayed. In light of these and other considerations, the parties agree that time is of the essence with respect to any request by Sprint for BSU to complete and file any application submitted to it pursuant to Sections 5.A. or 5.B., to execute any Coordination Document submitted to it pursuant to Section 5.C., or to complete and file any notice or notification submitted to it pursuant to Section 5.F. (each of the foregoing, for purposes of this Section 11.C. being a "Section 5 Request"). If BSU believes that compliance with or effectuation of a Section 5 Request would (i) have a noticeable adverse effect on the ability of Sprint to deliver a signal from the Transmit Site that will provide for the reliable reception of BSU's Video Program Track at the Current ITFS Sites (if prior to the High Speed Internet Access Transmission Date), (ii) noticeably impair the ability of BSU to utilize Licensee's Internet Access Service at the Provided Internet Access Sites, or if such Section 5 Request is made pursuant to Section 5.B. or 5.C., result in a reduction of the Adjusted Protected Service Area, BSU's sole remedy is to give a written notice of dispute pursuant to Section 11.C.1. within thirty (30) days of Sprint's delivery of the Section 5 Request. If the parties are unable to settle the dispute amicably within fifteen (15) days, either may require that the matter be submitted for resolution by a mutually agreeable independent qualified industry engineering consultant to resolve any dispute as to the technical aspects of such Section 5 Request submitted to BSU, the costs of whom will be shared equally by the parties. In order to assure BSU ample opportunity to review any application, Coordination Document, notification or other document submitted to it by Sprint, the execution by BSU of an application, Coordination Document, notification or other document submitted by Sprint pursuant to a Section 5 Request prior to the expiration of such thirty (30) day period will be without prejudice to BSU's right to give a written notice of dispute and commence a dispute resolution procedure within the deadlines set forth in this Section. Notwithstanding the first sentence of Section 11.C.2., while any such dispute is pending: (a) BSU will, if it has not already done so, complete and file the application, execute the Coordination Document, or complete and submit the notice or notification, as the case may be, as requested by Sprint; and (b) BSU will refrain from withdrawing or failing to prosecute any application or renouncing any Coordination Document or otherwise jeopardizing FCC authorization of the contemplated facilities, and must

utilize absolute good faith efforts to prosecute the application to grant. In order to assure that BSU does not suffer any materially adverse effect during the pendency of any dispute resolution procedure: (a) should any facilities contemplated by any application or Coordination Document be authorized by the FCC while any dispute is pending, Sprint agrees that any such facilities will not be placed into operation unless and until the dispute is resolved favorably to Sprint; (b) Sprint will not place into operation any facilities that are permitted by the FCC without prior authorization if Sprint receives the notice of dispute prior to doing so; (c) Sprint will take all steps necessary to enforce BSU's rights with respect to a Coordination Document as specified in Section 5.C.; (d) BSU will not be required to consummate any disputed channel swap unless and until the dispute is resolved favorably to Sprint; and (e) Sprint will cease utilizing facilities installed pursuant to Section 5.F. or will return facilities modified pursuant to such Section to their prior configuration if the dispute is resolved unfavorably to Sprint. Notwithstanding anything to the contrary contained herein, in the event that a dispute relating to an application, Coordination Document, notification or other document submitted by Sprint pursuant to a Section 5 Request involves the interpretation or construction of this Amended Agreement (as opposed to the technical determination of whether a proposed action would violate the standards for a Section 5 Request as set forth herein) of this Amended Agreement, the matter will be submitted to arbitration in lieu of the engineer, provided, however that the other provisions of this Section 11.C.2. shall remain in operation.

3. Finality of Arbitration Award or Engineer's Decision.

The parties agree that the award of the arbitrators or the engineer's decision will be final and waive any right to trial by jury or to challenge the arbitrators' award or the engineer's decision. However, any party aggrieved by a default by the other may seek immediate injunctive relief pursuant to Section 11.P. before any court of competent jurisdiction set forth in Section 11.I. and agree that such relief will not be sought to avoid or stay the arbitration or the engineer's decision. Judgment on the award of the arbitrators or enforcement of the engineer's decision may be entered in any court having jurisdiction over the party against whom enforcement of the award is being sought. In their final award, the arbitrators may apportion the costs incurred in conducting the arbitration (including without limitation reasonable fees of counsel) between the parties as the arbitrators deem appropriate. Anything in this Amended Agreement to the contrary notwithstanding, in no event may the arbitrators award consequential damages unless the arbitrators determine that such damages were the result of the bad faith, malicious and willful misconduct of the losing party.

4. Non-Conformance and Inaccuracy Objections.

(a) If BSU in good faith reasonably believes that (a) the mere act of filing any application submitted to it pursuant to Section 5.A.

or Section 5.B.; or (b) that the execution and delivery of any Coordination Document submitted to it pursuant to Section 5.C., based upon the advice of competent legal counsel familiar with the rules and policies of the FCC applicable to ITFS, would cause BSU to be in violation of FCC rules or policies which would serve as the basis for the FCC to terminate BSU's authorizations to operate the Channels or impose administrative sanctions on BSU, BSU will, within thirty (30) days from the date on which Sprint submits to BSU the requested application or Coordination Document, provide Sprint with written notice setting forth with particularity the basis for such objection (a "Non-Conformance Objection"). Sprint will in absolute good faith respond in writing to each of BSU's concerns set forth in any Non-Conformance Objection. In the event the parties are not able to reach amicable agreement as to a resolution of the issues raised in the Non-Conformance Objection within fifteen (15) days of Sprint's receipt of the Non-Conformance Objection, Sprint, in its sole discretion, may submit the matter to the Chief of the Branch of the FCC responsible for ITFS licensing issues ("FCC Chief") for an informal decision. Upon such election by Sprint, BSU and Sprint will promptly arrange to jointly meet with FCC Chief and request an informal opinion as to whether the requested action which is the basis for the Non-Conformance Objection would be a violation of FCC rules or policies. BSU and Sprint agree to be bound by the determination of the FCC Chief's informal opinion, provided, however, that if an informal ruling is not available, Sprint may elect to submit the matter to FCC for a formal advisory ruling and in such event the parties agree to be bound by the determination of the FCC formal advisory ruling. Notwithstanding anything to the contrary contained in this Agreement, BSU will not be obligated to file an application or execute and deliver any Coordination Document which is the subject of a Non-Conformance Objection until the parties either reach amicable agreement as to the issues set forth therein or the FCC Chief issues an informal opinion, or if such informal opinion is unavailable, the FCC issues a formal advisory ruling, resolving the issue in favor of Sprint.

(b) If BSU in good faith reasonably believes, based upon the advice of FCC counsel familiar with FCC rules and policies applicable to ITFS, that any application submitted to it pursuant to Section 5.A. or Section 5.B., or that any Coordination Document submitted to it pursuant to Section 5.C. is inaccurate to the extent that the requested action would be in violation of FCC rules or policies which would serve as the basis for the FCC to terminate BSU's authorizations to operate the Channels or impose administrative sanctions on BSU, BSU will, within thirty (30) days from the date on which Sprint submits to BSU the requested application or Coordination Document, provide Sprint with written notice setting forth with particularity the basis for such objection (an "Inaccuracy Objection"). Sprint will in absolute good faith respond in

writing to each of BSU's concerns set forth in any Inaccuracy Objection within 15 days of Sprint's receipt of the Inaccuracy Objection. In the event that the parties are unable to reach amicable agreement as to the issues set forth in any Inaccuracy Objection, Sprint may, in its sole discretion, elect to submit the matter to the dispute resolution procedure set forth in Section 11.C.2., provided, however that BSU will not be obligated to file any application or execute and deliver any Coordination Document which is the subject of an Inaccuracy Objection until such time as the matter is resolved amicably or resolved in favor of Sprint pursuant to the dispute resolution procedure set forth in Section 11.C.2.

(c) This Section 11.C.4. will not be construed as permitting BSU to refuse to file an application submitted to it pursuant to Section 5.A. or Section 5.B., or to refuse to execute a Coordination Document submitted to it pursuant to Section 5.C. based upon the theory that it would abrogate licensee control and is therefore in violation of FCC rules or policies.

5. **Cooperation.** The parties must facilitate the arbitration or the engineer dispute resolution procedure by: (a) making available to one another and to the arbitrators or engineer (as applicable) for examination, inspection and extraction, all documents, books, records and personnel under their control if determined by the arbitrators or engineer (as applicable) to be relevant to the dispute and not otherwise privileged from disclosure, subject to written agreement by the arbitrators or engineer (as applicable) to hold all Confidential Information so disclosed in confidence; and (b) observing strictly the time periods established by the rules or by the arbitrators for submission of evidence or briefs. The parties acknowledge and agree that time is of the essence in resolving any dispute submitted to the dispute resolution process set forth herein.

D. Entire Agreement. This Amended Agreement constitutes the entire agreement between the parties and supersedes the Existing Agreement and all prior oral or written contracts or agreements of any kind. The parties further agree that this Amended Agreement may only be modified by a written agreement signed by both parties.

E. Force Majeure. If by reason of act of God, acts of public enemies, orders of any branch of the government of the United States of America, any state or any political subdivision thereof which are not the result of a breach of or default under this Amended Agreement, orders of any military authority, insurrections, riots, epidemics, fires, civil disturbances, explosions, or any other similar cause or event not reasonably within the control of the adversely affected party, either party is unable in whole or in part to perform its obligations hereunder, such party so unable to perform will not be deemed in violation or default of this Amended Agreement during the period of such inability and the other party shall be excused from performance of its obligations hereunder during such period of inability. If the period of inability extends beyond one hundred eighty

(180) days, the party that is able to perform its obligations may terminate this Amended Agreement without liability by providing thirty (30) days written notice to the other party at any time following the expiration of such one hundred eighty (180) day period.

F. Headings. The headings contained in this Amended Agreement are for convenience of reference only and do not affect in any way the meaning or interpretations of this Amended Agreement.

G. Governing Law. This Amended Agreement is governed by and is to be construed and enforced in accordance with the Communications Act of 1934, as amended, the FCC's rules, the laws of the state of Idaho and, with respect to arbitration, the Federal Arbitration Act.

H. Interpretation. In the event that this Amended Agreement requires interpretation or construction, this Amended Agreement will not be interpreted or construed more strictly against any one party by reason of any rule of interpretation or construction under which a document is to be construed more strictly against the drafting party.

I. Jurisdiction and Venue. Subject to the provisions of Section 11.C., any suit brought with respect to this Amended Agreement must be brought in the county or other applicable court district, or the Federal court district, in which the Transmit Site is located. For any and all such purposes, the parties hereto hereby irrevocably submit to the jurisdiction of such courts, waive all objections thereto (on the grounds of improper venue, forum non conveniens or otherwise), and agree that service of process upon each as provided in Section 11.K. will be effective to establish personal jurisdiction over it in such courts.

J. Licensee Control. Notwithstanding any other provisions of this Amended Agreement, BSU will at all times retain such ultimate and exclusive responsibility for the operation and control of the facilities licensed to it as is required by the FCC's rules.

K. Notice. Except for payments pursuant to Sections 6.C. and 6.F., all notices and other communications given or made pursuant to this Amended Agreement must be in writing and will be deemed received as of the first weekday (excluding Federal holidays) after being sent for next-day delivery by United States Postal Service Express Mail, return receipt requested, or by Federal Express or other reputable overnight courier, signature required, to the other party at the following address:

If to BSU:

Boise State University
c/o Ben Hambelton, Director, Instructional Technology
Simplot/Micron Instructional Technology Center 226
1910 University Drive

Boise, Idaho 83725.

with a copy to:

Todd D. Gray, Esq.
Dow, Lohnes & Albertson, pllc
1200 New Hampshire Ave. N.W.
Washington, D.C. 20036-6802

If to Sprint:

Wireless Broadband Services of America, LLC
Attn: Contract Administration Manager
6450 Sprint Parkway
Overland Park, KS 66251
Mailstop: KSOPHN0112 1A400

with a copy to:

Wireless Broadband Services of America, LLC
Attn: Vice President, Spectrum Management
6450 Sprint Parkway
Overland Park, KS 66251
Mailstop: KSOPHN0112 1A601

L. Payment of Expenses. Not later than forty-five (45) days after receipt of any invoice from BSU, Sprint shall pay BSU an amount equal to all reasonable legal and consulting engineering expenses in connection with efforts by BSU to obtain, renew, and continue in full force the authorizations for the Channels and to provide assistance to Sprint in licensing and other matters in connection with the performance of this Amended Agreement reasonably requested by Sprint from time to time during the Term. Sprint shall also pay all taxes, assessments and fees due from Sprint or BSU as a result of the use of the Channels for the provision by Sprint or any other party of communications services, including but not limited to any required contributions of BSU to the Universal Service Fund under the Telecommunications Act of 1996 and the FCC's rules and policies. Except as otherwise provided, BSU and Sprint will each pay its own costs and expenses incident to negotiating and fulfilling its obligations under this Amended Agreement. However, in any arbitration, enforcement proceeding based on an arbitration award, or other litigation between the parties arising out of or related to this Amended Agreement, the prevailing party therein is entitled to have its attorney's fees, reasonable expenses, related costs and costs of suit (if any) paid to the extent determined by the merits of the matter by the non-prevailing party. In the case of arbitration, the arbitrators will make such award; in any litigation, the court hearing the dispute will make such determination.

M. Reformation and Severability. If any provision of this Amended Agreement is determined by any court, the FCC or any other governmental authority to be invalid, illegal or incapable of being enforced, all other provisions will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon any determination that any provision is invalid, illegal or incapable of being enforced, or should Congress, the FCC or any other government authority adopt any new or modified law, rule or public policy such that any provision of this Amended Agreement would be invalid, illegal, incapable of being enforced, or incapable of being performed without a materially adverse effect upon the party responsible for such performance, the parties hereto will negotiate expeditiously and in good faith to modify this Amended Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible. If the parties are unable to negotiate a modification of this Amended Agreement under such circumstances, this Amended Agreement may be terminated by the party that would suffer a materially adverse effect as a result.

N. Relationship of the Parties. BSU and Sprint acknowledge and agree that by the provisions of this Amended Agreement they are entering into an airtime lease relationship and not a joint venture. Neither party will present itself as the other party, nor as having any relationship with one another other than that set forth under the terms of this Amended Agreement. The parties hereto agree that any and all contracts entered into between Sprint and its customers or any other entity shall be for the sole benefit of the parties thereto and shall not be interpreted or construed in any manner as obligating BSU to perform for the benefit of such customers, nor shall such contracts be interpreted or construed as creating in BSU any rights as a third party beneficiary or as otherwise entitling BSU to the benefits of such contracts. BSU shall not be liable to Sprint's customers by virtue of leasing excess capacity under this Amended Agreement and, except as expressly stated herein, BSU shall have no claim to any revenues derived from such customer's use of the Sprint System or from Sprint's contracts or other relationships with such customers or any other entity.

O. Right of First Refusal. Except during any period after which Sprint pursuant to Section 2 has given notice to BSU of its election not to extend this Amended Agreement for a Renewal Term, and the period beginning six (6) months prior to the expiration of the Term, BSU will not during the Term entertain offers from, negotiate with, or enter into any agreement with a third party pertaining to the lease or use for purposes other than ITFS uses as set forth in Section 74.931 of the FCC's Rules (as the same exists as of the Effective Date) by such third party of any or all of the capacity of the Channels. Unless this Amended Agreement is not extended by Sprint pursuant to Section 2 or is terminated by BSU pursuant to Section 10.A., Sprint will have the exclusive right (the "Right of First Refusal") to match the material terms and conditions of any bona fide offer to lease or otherwise use after the Term any or all of the capacity of the Channels, provided such offer is received by BSU during the Term or within eighteen (18) months of the expiration of the Term (the "Right of First Refusal Period").

1. If BSU receives any offer or otherwise commences any negotiations with any third person to enter into an agreement to lease or otherwise use any or all of the capacity of the Channels for non-ITFS purposes within the Right of First Refusal Period, BSU must provide written notice to the third party advising such third party of the Right of First Refusal.

2. If BSU desires to accept any offer to lease or otherwise allow the use for non-ITFS purposes by a third party of any or all of the capacity of the Channels, BSU must first provide written notice to Sprint, identifying the person with whom the proposed agreement is to be made, describing all of the material terms and conditions of the proposed agreement, and representing its intent to accept the offer in the event that Sprint does not elect to match the offer on substantially the same material terms and conditions as those contained in the notice (the "Lease Offer Notice"). Sprint will have a period of thirty (30) days after its receipt of a Lease Offer Notice from BSU in which to elect, by giving written notice (the "Lease Offer Acceptance") to BSU, to enter into an agreement on the same terms and conditions (except as provided in Section 11.O.4.) as contained in the Lease Offer Notice. If Sprint does not give a Lease Offer Acceptance within the requisite thirty (30) day period, BSU may enter into an agreement with such third party upon the terms and conditions set forth in the Lease Offer Notice. In connection with the foregoing, BSU agrees that it may not accept any offer, including, but not limited to, an offer to lease or an offer to refrain from leasing excess capacity on the Channels, that includes terms and conditions that have the sole purpose or necessary effect of preventing Sprint from exercising its Right of First Refusal, it being understood, however, that an offer to lease on financial or other terms deemed unreasonable or unattractive to Sprint will not be deemed as preventing Sprint from exercising its Right of First Refusal.

3. In the event that Sprint does not exercise its Right of First Refusal with respect to any offer, and any material term of such offer is subsequently changed, before accepting such changed offer, BSU must follow the procedures specified in the foregoing subsections, providing Sprint with notice regarding the revised offer and giving Sprint the opportunity to exercise its Right of First Refusal with regard thereto.

4. If the Lease Offer Notice provides that any consideration is to be paid by the third person in whole or in part in a form other than cash, if Sprint is able to provide or procure comparable non-cash consideration, Sprint will so provide or procure. In the event Sprint is unable to provide or procure comparable non-cash consideration, Sprint may substitute, in whole or in part, for such non-cash consideration an amount in cash fairly equivalent to the fair market value of the non-cash consideration payable by the third person. The Lease Offer Acceptance must specify the amount of any such substitute cash consideration and the non-cash consideration for which it is intended to substitute. If BSU disputes that the substitute cash consideration specified by Sprint is in an amount fairly equivalent to the fair value of the non-cash consideration payable by the third

person, BSU must within five (5) days after receipt of the Lease Offer Acceptance provide Sprint with a written notice specifying the amount it considers to be fairly equivalent to the fair value of the non-cash consideration payable by the third person (the "Lease Counter-Offer"). The question of the fair value of the non-cash consideration will be referred to the American Arbitration Association pursuant to Section 11.C. unless Sprint gives BSU written notice within five (5) days after its receipt of the Lease Counter-Offer that it agrees to enter into an agreement containing the fair value set forth in the Lease Counter-Offer. In the event the question of the fair value of the non-cash consideration is referred to the American Arbitration Association, BSU will not enter into any agreement with the third party until five (5) days after determination by the arbitrator. Upon such determination, Sprint will have the option of agreeing to enter into an agreement containing the fair value determined by the arbitrator by giving written notice of such election to BSU within five (5) days of the arbitrator's determination.

P. Specific Performance. Each of the parties acknowledges and agrees that the rights reserved to the other are of a special, unique, unusual and extraordinary character, which gives them peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law and the breach by either party of any of the provisions hereof (other than provisions calling for the payment of money) will cause the other irreparable damage and injury. In such event, the non-defaulting party will be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services and undertakings required under this Amended Agreement, including the obtaining of all requisite authorizations to execute or perform this Amended Agreement, and to obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of any of the provisions hereof. Neither this provision nor any exercise by any party of rights to equitable relief or a specific performance herein granted will constitute a waiver of any other rights which the non-defaulting party may have to damages or otherwise.

Q. Waiver. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or covenant or other obligation herein. The express or implied waiver by either party of any breach of any representation or warranty or any failure to fulfill any covenant or other obligation under this Amended Agreement will not constitute a waiver of any other representation or warranty or of any other failure in the future or in the past by the other party to fulfill such representation, warranty, covenant, or obligation hereunder.

R. Word Meanings. As used in this Amended Agreement, the term "including" is deemed to mean "including, without limiting the generality of the foregoing." A "Final Order" means an order of the FCC which is effective, which is not subject to any petition for reconsideration, petition to deny or informal objection, application for review, notice of appeal, petition for writ of *certiorari* or request for stay and the time for any party to seek such relief or for the FCC to grant such relief *sua*

sponte has expired. All pronouns and any variations therefor are deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.


S. Survival of Obligations. All obligations of Sprint or BSU which by their nature involve performance, in any particular, after the end of the Term, or which cannot be ascertained to have been fully performed until after the end of the Term, will survive the expiration or sooner termination of the Term.

T. No Publicity Without Consent. Neither party will issue or permit the issuance of any press release or publicity regarding the other or this Amended Agreement without prior coordination with and advance written approval by the other party, which may be granted or withheld at the other party's sole discretion.

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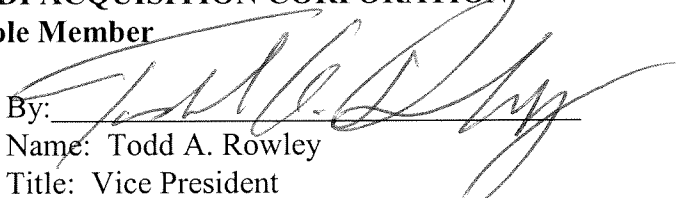
IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed by their duly authorized officers as of the Effective Date.

**IDAHO STATE BOARD OF EDUCATION
on behalf of BOISE STATE UNIVERSITY**

By: 
 Name: Harold E. Deen, Jr.
 Title: SP Director & Administrator
 Date: 11-7-01

WIRELESS BROADBAND SERVICES OF AMERICA, LLC

**By: TDI ACQUISITION CORPORATION
Its: Sole Member**

By: 
 Name: Todd A. Rowley
 Title: Vice President
 Date: 5-21-04

**EXHIBIT A
CURRENT ITFS SITES**

Mountain Home AFB Education Center
Attn: Sarah Murray
665 Falcon
Mountain Home AFB, ID 83648

Gowen Field Education Center
Attn: Sarah Murray
Building 521
Gowen Field AFB, ID

Canyon County BSU Center
Attn: Annette Durham
2407 Caldwell Blvd.
Nampa ID 83657

Boise West Campus, Nampa
This location is now under construction and no street address has been assigned.

Ada Community Library
Attn: Teri Wear
10664 W. Victory Road
Boise ID 83709

Meridian Library
Attn: Nan Bockelman
1326 Cherry Lane
Meridian ID 83642

Mercy Medical Center, Nampa
Attn: Lyn Siebold
1512 12th Ave. Road
Nampa ID 83685

Saint Lukes Regional Medical Center
Attn: Tom Row
190 E. Bannock
Boise ID 83712

Saint Alphonsus Regional Medical Center
Attn: Noreen Pusey
1055 N. Curtis Road
Boise ID 83706

Micron Technology Corporate Education
Attn: Heather Sugg
8000 S. Federal Way
Boise ID 83716

Hewlett Packard Corp, Print Division
Attn: Employee Development
11311 Chinden Blvd.
Boise ID 83714

Zilog Manufacturing, Nampa
Attn: Diana Presley
1401 N. Kings Road
Nampa ID 83687

J.R. Simplot Food Division
P.O. Box 1059
Caldwell, Id. 83605

EXHIBIT B
RETAINED CAPACITY ACCESS SITES

RETAINED CAPACITY ACCESS SITE DETERMINATION

BSU acknowledges that in addition to contributing the Leased Excess Capacity in the deployment of Sprint's two-way broadband wireless system, BSU has requested that Sprint include the Retained Capacity in the deployment of such two-way broadband wireless system. In exchange for the use of the Internet service provider component, equipment and facilities, BSU agrees to pay Sprint based upon the number of Retained Capacity Access Sites at which BSU, or its designee, utilizes Sprint's high speed Internet access service. The fee with respect to each Retained Capacity Access Site to which Sprint provides Internet access service will be paid monthly by BSU and will equal fifty percent (50%) of the normal recurring monthly retail rate which Sprint charges to its customers for such service.

The number of Retained Capacity Access Sites to which BSU will be entitled pursuant to Section 4.E.1 of the Amended Agreement shall be determined pursuant to the application of the Formula (as defined below). The initial number of Retained Capacity Access Sites will be calculated utilizing predicted values and engineering information provided by Sprint as of the High Speed Internet Access Transition Date. Upon the written request of BSU the number of Retained Capacity Access Sites will be recalculated utilizing the current values and engineering information as of the immediately preceding anniversary of the High Speed Internet Access Transition Date, provided, however, the number of Retained Capacity Access Sites will not be less than the number of Retained Capacity Access Sites which BSU currently has installed and is operating at the time of any such recalculation. For example, if immediately prior to a recalculation, BSU is operating 100 Retained Capacity Access Sites, and upon recalculation the Formula provides that BSU is entitled to 90 Retained Capacity Access Sites, the number of Retained Capacity Access Sites to which BSU will be entitled will be the greater of such two numbers (i.e. 100). In addition to the foregoing, in no event will BSU be entitled to additional Retained Capacity Access Sites if the number of Retained Capacity Access Sites equal more than five percent (5%) of the total Internet access sites operating on the Sprint System at any such time. Within thirty (30) days after receipt of written request from BSU, Sprint will provide BSU with reasonable back-up information and data substantiating any such calculation from time to time.

Definitions:

"System Capacity" means the number of Internet access sites which Sprint calculates to be the maximum number of high speed Internet access sites at the throughput speed offered to its basic residential service customers which can be installed and operated with the then existing engineering design of Sprint's wireless broadband system using the Data System Channels then incorporated for use in such system. Such capacity may vary from time to time

depending upon re-use of channels, modulation technique, number of channels incorporated, system usage patterns of Sprint's customers and other technical limitations or enhancements.

"Contributed Channels" means the number of 6 MHz Channels contributed to the Sprint System by BSU pursuant to this Amended Agreement (i.e. 4).

"Data System Channels" means the total number of 6 MHz ITFS or MDS channels utilized in the Sprint System less the number of channels utilized solely for the transmission of one-way video programming.

"Formula" means the following formula for calculating the number of Retained Capacity Access Sites to which BSU is entitled from time to time.

$$\text{Retained Capacity Access Sites} = \left[\text{System Capacity} \times \frac{\text{Contributed Channels}}{\text{Data System Channels}} \times \text{Retained Percentage} \right] - \text{Provided Internet Access Sites}$$

"Provided Internet Access Sites" means those Internet access sites provided at no recurring cost to BSU pursuant to Section 4.B.1 of the Amended Agreement.

"Retained Percentage" means the percentage of the total capacity of the Contributed Channels which licensee retains for the use of Sprint's Internet access service pursuant to Section 3.B. (i.e. 5%).

"Retained Capacity Access Sites" means the number of Retained Capacity Access Sites to which BSU is entitled pursuant to Section 4.E.1. of the Amended Agreement. The number of Retained Capacity Access Sites will be determined by the Formula.

Numerical Example:

Item	Value
1. Retained Percentage	.05
2. Contributed Channels	4
3. System Capacity	20,000
4. Data System Channels	10
5. Provided Internet Access Sites ("P")	5
6. Retained Capacity Access Sites	395

**EXHIBIT C
BRECKENRIDGE AGREEMENT**

EXHIBIT D
THE SPRINT SYSTEM*Incumbent MDS Stations*

Licensee	Call Sign	Channel(s)
WBSB Licensing Corporation	WMH-801	MDS-1
WBSB Licensing Corporation	WHT-797	E-Group
WBSB Licensing Corporation	WLW-924	F-Group
Tharrell D. Ming	WNTJ-839	H1
Tharrell D. Ming	WNTJ-729	H2
Richard J. Amons, Jr.	WNTJ-801	H3

ITFS Stations

Licensee	Call Sign	Channel(s)
NACEPF	WLX-813	A-Group
Idaho State Board of Education	WHR-688	B1, B2
WBSB Licensing Corporation	WMX-644	C-Group
Canyon County Schools	WNC-735	D1, D2
Idaho State Board of Education	WHR-689	D3, D4
WBSB Licensing Corporation	WMX-646	G-Group

**EXHIBIT E
FCC AUTHORIZATIONS**

Copies of the FCC Authorizations follow.

Id 6 244 1



United States of America

FEDERAL COMMUNICATIONS COMMISSION
INSTRUCTIONAL TELEVISION FIXED SERVICE
BROADCAST STATION CONSTRUCTION PERMIT / LICENSE

STATE BOARD OF EDUCATION (IE/PBS)
 1910 UNIVERSITY DRIVE
 BOISE, ID 83725

Call Sign: WHR688

File Number: BLNPIF-19990914AAD

Grant Date: September 22, 1999

Required Completion of Construction
 Date: March 22, 2000

This License Expires: September 16, 2004

Subject to the provisions of the Communications Act of 1934, as amended, treaties, and Commission Rules, and further subject to conditions set forth in this permit, authority is hereby granted to construct an Instructional Television, Fixed Service broadcast station as located and described below.

Equipment and program tests shall be conducted only pursuant to Sections 74.13 and 74.14 of the Commission Rules.

This permit shall be forfeited if the station is not ready for operation within the time specified or within such further time as the Commission may allow unless completion of the station is prevented by causes not under the control of the permittee. See Section 1.599 of the Commission Rules.

Name of Licensee: STATE BOARD OF EDUCATION (IE/PBS)

Station Location: BOISE, ID

Channel(s) (Frequency(Mhz):Offset) :
 B1(2506-2512:ZERO), B2(2518-2524:ZERO)

Transmitter Antenna location (address or description):
 DEER POINT, 17.7 KM NORTHEAST OF BOISE, BOISE, ID

Antenna Coordinates: North Latitude : 43° 45' 18"
 West Longitude : 116° 5' 52"

Ground Elevation above mean sea level : 2147.60 Meters
 Overall height of antenna structure above ground: 14.30 Meters

Emission Designator:

Emission	Visual	Aural	Modulation
-----	-----	-----	-----
Analog	5M75C3F	250KF3E	

Call Sign: WHR688

Transmitter Antenna System:

Make Model	Azimuth	EIRP (dBw)	Beam Tilt	RCAMSL (m)	Pol	Ant Type
AND HMD16VC	220.00	28.00		2156.70	V	D

Protected Service Area:

Circle with Radius of 56.33 km (35 miles):

Coordinates: North Latitude : 43° 45' 18"

West Longitude : 116° 5' 52"

Transmitter Antenna Marking And Lighting Specifications:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required.

Callsign: WHR688

File Number: BLNPIF - 19990914AAD

NO	LATITUDE	LONGITUDE	TRANSMITTER	ANTENNA	ASRN	RCAMSL (M)
1	N 43°40' 3"	W 116°44' 4"	"N/A"	CHA 4336	"N/A"	(None)
2	N 43°39'37"	W 116°18'58"	"N/A"	CHA 4336	"N/A"	(None)
3	N 43°36'54"	W 116°23'43"	"N/A"	CHA 4336	"N/A"	(None)
4	N 43°36'49"	W 116°15'41"	"N/A"	CHA 4336	"N/A"	(None)
5	N 43°36'48"	W 116°11'31"	"N/A"	CHA 4336	"N/A"	(None)
6	N 43°36'23"	W 116°17' 9"	"N/A"	CHA 4336	"N/A"	(None)
7	N 43°36'20"	W 116°36' 9"	"N/A"	CHA 4336	"N/A"	(None)
8	N 43°36'14"	W 116°12'11"	"N/A"	CHA 4336	"N/A"	(None)
9	N 43°34'36"	W 116°18'52"	"N/A"	CHA 4336	"N/A"	(None)
10	N 43°33'16"	W 116°34' 8"	"N/A"	CHA 4336	"N/A"	(None)
11	N 43°33'14"	W 116°12'32"	"N/A"	CHA 4336	"N/A"	(None)
12	N 43°31'58"	W 116° 8'26"	"N/A"	CHA 4336	"N/A"	(None)
13	N 43° 1'15"	W 116°58'25"	"N/A"	CHA 4336	"N/A"	(None)

Callsign: WHR688

Lic Number: BLNPIF - 19990914AAD

Special Operating Conditions Or Restrictions:

1. If construction is not completed by the specified date, and no application for extension of the construction date (FCC Form 701) is on file, this authorization will be subject to cancellation.
2. During the process of construction, the licensee, without further authority from the Commission, may conduct equipment tests for the purpose of such adjustments and measurements as may be necessary to assure compliance with the terms of the license, the technical provisions of the application therefore, the technical requirements of Commission Rules, and applicable engineering standards.
3. Upon completion of construction, the licensee, without further authority from the Commission, may conduct service or program tests. Within ten (10) days of commencement of such tests, licensee must notify the Commission, in writing, in accordance with the terms of that permit, that construction has been completed and that the station operated with the terms of the license, the technical provisions of the application therefore, technical requirements of the Commission Rules, and applicable engineering standards. The original of such notification is to be filed with the Secretary, with a copy to Video Services Division, Mass Media Bureau.
4. Licensee must notify the Commission, in writing, if any authorized channel is not used for more than one year. Non-use of channels will result in their forfeiture. See Section 74.932(d) of the Commission Rules.
5. This License is issued for a period of 10 years and will expire on the date specified in this authorization. Application for renewal of license (FCC Form 330-R) shall be filed not later than the first day of the fourth full calendar month prior to the license expiration date.
6. Permittee shall obtain authority to construct any receive antenna structure to be associated with this station which increases the existing height of any structure more than 20 feet.
7. Protection from harmful interference is granted for the hours of wireless cable transmissions within a protected service area as defined in Section 21.902(d) of the Commission's rules. This protection is afforded against any proposal filed after the grant by the Commission of the protected service area request.

*** END OF AUTHORIZATION ***



United States of America

**FEDERAL COMMUNICATIONS COMMISSION
INSTRUCTIONAL TELEVISION FIXED SERVICE
BROADCAST STATION CONSTRUCTION PERMIT / LICENSE**

STATE BOARD OF EDUCATION IE/PBS
1910 UNIVERSITY DRIVE
BOISE, ID 83725

Call Sign: WHR689 (62405)

File Number: BMPIF-19940901DA

Grant Date: May 12, 1995

Required Completion of Construction
Date: November 12, 1996

This License Expires: September 14, 2004

Subject to the provisions of the Communications Act of 1934, as amended, treaties, and Commission Rules, and further subject to conditions set forth in this permit, authority is hereby granted to construct an Instructional Television, Fixed Service broadcast station as located and described below.

Equipment and program tests shall be conducted only pursuant to Sections 74.13 and 74.14 of the Commission Rules.

This permit shall be forfeited if the station is not ready for operation within the time specified or within such further time as the Commission may allow unless completion of the station is prevented by causes not under the control of the permittee. See Section 1.599 of the Commission Rules.

Name of Licensee: STATE BOARD OF EDUCATION IE/PBS

Station Location: BOISE, ID

Transmitter Antenna location (address or description):
DEER POINT, 10 MILES N.E. OF BOISE., BOISE, ID

Antenna Coordinates: North Latitude: 43° 45' 18"
West Longitude: 116° 5' 52"

Ground Elevation above mean sea level: 2148.00 Meters
Overall height of antenna structure above ground: 12.00 Meters

CI

Callsign: WHR689

File Number: BMPIF - 19940901DA

Transmitter Antenna System:

Antenna 1 of 1

Make Model	Azimuth	EIRP(dBw)	Beam Tilt	RCAMSL(m)	Pol	Ant Type
AND HMD16VC	220.00	28.00		2157.00	V	D

Channel(s) (Frequency(Mhz):Offset):

D3(2578-2584:ZERO), D4(2590-2596:ZERO)

Transmitter Antenna Marking And Lighting Specifications:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

Tower Registration Number: None Required.

Callsign: WHR689

File Number: BMPIF - 19940901DA

NO	LATITUDE	LONGITUDE	TRANSMITTER	ANTENNA	ASRN	RCAMSL (M)
1	N 44° 1'15"	W 116°58'25"	"N/A"	CHA 4336	"N/A"	(None)
2	N 43°40' 3"	W 116°44' 4"	"N/A"	CHA 4336	"N/A"	(None)
3	N 43°39'37"	W 116°18'58"	"N/A"	CHA 4336	"N/A"	(None)
4	N 43°36'54"	W 116°23'43"	"N/A"	CHA 4336	"N/A"	(None)
5	N 43°36'49"	W 116°15'41"	"N/A"	CHA 4336	"N/A"	(None)
6	N 43°36'48"	W 116°11'31"	"N/A"	CHA 4336	"N/A"	(None)
7	N 43°36'23"	W 116°17' 9"	"N/A"	CHA 4336	"N/A"	(None)
8	N 43°36'20"	W 116°36' 9"	"N/A"	CHA 4336	"N/A"	(None)
9	N 43°36'14"	W 116°12'11"	"N/A"	CHA 4336	"N/A"	(None)
10	N 43°34'36"	W 116°18'52"	"N/A"	CHA 4336	"N/A"	(None)
11	N 43°33'16"	W 116°34' 8"	"N/A"	CHA 4336	"N/A"	(None)
12	N 43°33'14"	W 116°12'32"	"N/A"	CHA 4336	"N/A"	(None)
13	N 43°31'58"	W 116° 8'26"	"N/A"	CHA 4336	"N/A"	(None)
14	N 43°39'37"	W 116°18'58"	"N/A"	MAR P-2548GR	"N/A"	(None)
15	N 43°39'25"	W 116°19'55"	"N/A"	MAR P-2548GR	"N/A"	(None)
16	N 43°39'24"	W 116°13'49"	"N/A"	MAR P-2548GR	"N/A"	(None)
17	N 43°37'17"	W 116°11'21"	"N/A"	MAR P-2548GR	"N/A"	(None)
18	N 43°36'23"	W 116°17' 9"	"N/A"	MAR P-2548GR	"N/A"	(None)
19	N 43°36'14"	W 116°12'11"	"N/A"	MAR P-2548GR	"N/A"	(None)
20	N 43°31'58"	W 116°68'26"	"N/A"	MAR P-2548GR	"N/A"	(None)

Special Operating Conditions or Restrictions:

1. If construction is not completed by the specified date, and no application for extension of the construction date (FCC Form 701) is on file, this authorization will be subject to cancellation.
2. During the process of construction, the licensee, without further authority from the Commission, may conduct equipment tests for the purpose of such adjustments and measurements as may be necessary to assure compliance with the terms of the license, the technical provisions of the application therefore, the technical requirements of Commission Rules, and applicable engineering standards.
3. Upon completion of construction, the licensee, without further authority from the Commission, may conduct service or program tests. Within ten (10) days of commencement of such tests, licensee must notify the Commission, in writing, in accordance with the terms of that permit, that construction has been completed and that the station operated with the terms of the license, the technical provisions of the application therefore, technical requirements of the Commission Rules, and applicable engineering standards. The original of such notification is to be filed with the Secretary, with a copy to Video Services Division, Mass Media Bureau.
4. Licensee must notify the Commission, in writing, if any authorized channel is not used for more than one year. Non-use of channels will result in their forfeiture. See Section 74.932(d) of the Commission Rules.
5. This License is issued for a period of 10 years and will expire on the date specified in this authorization. Application for renewal of license (FCC Form 330-R) shall be filed not later than the first day of the fourth full calendar month prior to the license expiration date.
6. Permittee shall obtain authority to construct any receive antenna structure to be associated with this station which increases the existing height of any structure more than 20 feet.

*** END OF AUTHORIZATION ***

FEDERAL COMMUNICATIONS COMMISSION

RADIO BROADCAST STATION LICENSE

SERVICE: AUXILIARY BROADCAST
CLASS: INSTRUCTIONAL TV FIXED

CALL SIGN: WHR-689

FILE NO: BRIF-940819EJ

PO

ASSOCIATED BROADCAST STATION:

LICENSEE NAME: STATE BOARD OF EDUCATION IE/PBS

HOURS OF OPERATION - UNLIMITED

TRANSMITTER LOCATION: DEER POINT LOT #3, 1

LATITUDE: 43 45 16 N

CITY: BOISE ST: ID CNTY: BOISE

LONGITUDE: 116 05 56 W

MOBILE AREA OF OPERATION:

ANTENNA SYSTEM

GROUND: 6950 FT AMSL
OVERALL HEIGHT: 142 FT AG
ANTENNA CENTER OF RADIATION:
AZIMUTH: TRUE
POLARIZATION: FT AG

SEND TO

STATE BOARD OF EDUCATION IE/PBS
1910 UNIVERSITY DRIVE
BOISE ID 83725

PAINTING/LIGHTING SPECS: 1

FREQUENCY(IES)
(MHZ)

2578.0000- 2584.0000 A5 F3
2590.0000- 2596.0000 A5 F3

MOBILE
RANGEPOWER
(WATTS)

TRANSMITTER APPARATUS

10.000 TYPE ACCEPTED

SPECIAL CONDITIONS:

02132.0001.27.09.01

Subject to the provisions of the Communications Act of 1934, as amended, treaties, and Commission Rules, and further subject to conditions set forth in this permit, authority is hereby granted to construct a radio broadcast station located and described as above.

Equipment and program tests shall be conducted only pursuant to Sections 74.13 and 74.14 of the Commission Rules.

This permit shall be forfeited if the station is not ready for operation within the time specified or within such further time as the Commission may allow unless completion of the station is prevented by causes not under the control of the permittee. See Section 1.599 of the Commission Rules.

THIS AUTHORIZATION EFFECTIVE: 09/14/94 AND WILL EXPIRE AT 3:00 A.M. EST 09/14/2004

RITA



FEDERAL
COMMUNICATIONS
COMMISSION

FCC 358
APRIL 1982

F.C.C. - Washington, D. C.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Construction for Math/Geosciences Building Renovation

REFERENCE

June 2011

Board approved request for Planning and Design for the Math/Geosciences Building Renovation

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In June 2011, the State Board of Education authorized Boise State University to proceed with planning and design for renovations to the Math/Geosciences building. This request is to proceed with project construction.

The project consists of renovations to approximately 20,000 square feet of an existing two-story, 58,000 square foot building. The renovation will accommodate the growth of Math, Biology and Anthropology programs and will establish a location for the Biomedical Research Core, Tissue Bank and Bio-informatics department. In addition, building-wide infrastructure upgrades will be made to address the building's utilities and to improve environmental comfort.

Utilizing the standard process through the Division of Public Works, the design team of LCA Architects and the construction manager, Kreizenbeck Constructors were selected and have completed the design development phase and updated the project cost estimate. The total budget for this project is estimated at \$4.2 million, within the \$4 to \$6.2 million estimated budget indicated in June 2011.

Bidding is scheduled to begin in November 2012 with anticipated project completion in July of 2013.

IMPACT

Cost estimates based on the design development documents indicate a construction cost of \$2,947,500. Contingencies, architectural and engineering fees, commissioning, testing and other administrative and soft costs bring the estimated total project cost to \$4.2 million. The source of funds is institutional reserves.

This project will be procured through the standard process using the State of Idaho's Division of Public Works and the State of Idaho Department of Administration, Division of Purchasing, as appropriate. Multiple contracts may be awarded and the University may proceed with the purchase and installation of

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

furniture, fixtures and equipment if budget authorization is sufficient under the approved budget of this agenda item.

ATTACHMENTS

Attachment 1 – Project Budget

Page 3

Attachment 2 – Capital Project Tracking Sheet

Page 4

STAFF COMMENTS AND RECOMMENDATIONS

This is a request by BSU for approval of the Math/Geosciences building renovation project budget and to proceed with construction. The project approval process is in compliance with the Board's Governing Policies & Procedures, section V.K. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to approve the project budget and financing plan for the Math/Geosciences Building Renovation for a total project cost not to exceed \$4.2 million and to authorize the University to proceed with construction, and to direct Board staff to provide written notification of final Board approval to the Governor and the Joint Finance-Appropriations Committee within ten business days pursuant to Board policy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Project Number:	DPW12-206
Project Title:	Math/Geo - Reutilization
Date:	7/12/2012

Category	Project Budget
Architectural Fees	\$ 405,900.00
Construction Costs	\$ 2,947,500.00
Testing, Inspections and Misc.	\$ 49,600.00
Construction Contingency	\$ 145,000.00
Subtotal	\$ 3,548,000.00

University Costs	\$ 392,000.00
Project Contingency 10%	\$ 260,000.00

Total Project	\$ 4,200,000.00
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History Narrative

5

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Construction of the Lincoln Avenue Recreation Field

REFERENCE

October 2012 State Board of Education approved request for
Planning and Design for the Lincoln Avenue
Recreation Field

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In October 2011 the State Board of Education authorized Boise State University to proceed with planning and design of a recreation field on Lincoln Avenue. This request is to proceed with construction of that recreational field.

The project will develop the block located at Lincoln Avenue between Belmont Street and University Drive into an artificial turf recreational field. With the development of the new Lincoln Avenue Housing project, the field will be in a location central to student life and will be managed and operated by Campus Recreation. This field will be a durable, low-maintenance artificial turf surface for intramural and club sports including lacrosse, soccer, flag football and rugby.

In addition to construction of the field, the project includes street improvements along Lincoln Avenue and Belmont Street consistent with adjacent improvements already installed in the area. Other site improvements will provide for maintenance areas, future restrooms and future lighting. All property, alley vacations and right of ways have been acquired at this time.

Utilizing the standard process through the Division of Public Works, the design team Land Group was selected and has completed the design development phase and updated the project cost estimate. The total budget for the base project is estimated at \$1 million which is within the \$850,000 to \$1.1 million estimated budget indicated in October 2011.

Bidding is scheduled to begin in January 2012 with anticipated construction completion in June of 2013.

IMPACT

Cost estimates based on the design development documents indicate a construction cost of \$730,000. Contingencies, architectural and engineering fees, commissioning, testing and other administrative and soft costs bring the

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

estimated total project cost to \$1 million. The source of funds for this project is institutional reserves set aside for this project.

This project will be procured through the standard process using the State of Idaho's Division of Public Works and the State of Idaho Department of Administration, Division of Purchasing, as appropriate. Multiple contracts may be awarded.

ATTACHMENTS

Attachment 1 – Project Budget

Page 3

Attachment 2 – Capital Project Tracking Sheet

Page 4

STAFF COMMENTS AND RECOMMENDATIONS

The requested approval for this project is in compliance with the Board's Governing Policies and Procedures, section V.K. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to approve the project budget and financing plan for the Lincoln Avenue recreation field for a total project cost not to exceed \$1 million and to authorize the University to proceed with construction, and to direct Board staff to provide written notification of final Board approval to the Governor and the Joint Finance-Appropriations Committee within ten business days pursuant to Board policy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Project Number:	DPW12-211
Project Title:	Lincoln Ave. Recreation Field
Date:	7/1/2012

Category	Budget
Architectural Fees	\$ 77,100.00
Construction Costs	\$ 730,000.00
Testing, Inspections and Misc.	\$ 10,100.00
Construction Contingency	\$ 36,500.00
Subtotal	\$ 853,700.00

University Costs	\$ 146,300.00
Project Contingency 10%	\$ -

Total Project	\$ 1,000,000.00
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History Narrative

5

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Facility Use Agreement with the Independent School District of Boise City for the use of Dona Larsen Park

REFERENCE

April 2007	State Board of Education approves purchase of Barber Valley parcel for a future land swap with the Boise School District
June 2007	Board approves the exchange of the Barber Valley parcel with the Boise School District in exchange for the East Junior High parcel, and approval of the Land Exchange and Joint Use Agreement with the Boise School District
September 2011	Board approves construction of Dona Larsen Park facilities and directs Boise State University to develop a use Agreement with Boise School District.

BACKGROUND/DISCUSSION

In June 2007, Boise State University entered into a Land Exchange and Joint Use Agreement with the Boise Independent School District. This exchange allowed the University to develop the old East Junior High site as an athletic complex (the "Facility") with a competition track and field center and space for other sports as needed. The Joint Use Agreement allows the District long term use of the on-site facility the University developed.

At the Board's direction, the University has drafted a facility use agreement to address liability and patron safety concerns. The University has worked with the District to draft an agreement that ensures that the District is solely responsible for traffic control and pedestrian access to the Facility. The District will provide all traffic and pedestrian control personnel.

IMPACT

The license fee payable to the University by the District for annual use of the Facility is \$80,000. This fee shall be credited toward the amount owed to the District by the University under the Land Exchange Agreement.

If the agreement is renewed, the license fee shall be credited toward the amount owed until the value for both sides has been equalized. Once the value for both sides has been equalized, the annual payment shall be an actual payment by the District.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

ATTACHMENTS

Attachment 1 – Proposed Facility Use Agreement
Attachment 2 – Joint Use Agreement

Page 5
Page 13

STAFF COMMENTS AND RECOMMENDATIONS

At the September 2011 special meeting the Board “authorize[d] Boise State University to enter into a use agreement with the Boise School District provided the Boise School District provides appropriate indemnification, safety and security services, and appropriate co-insurer protection for Boise State University all in relation to Boise School District’s use of the Dona Larsen Park facilities and associated parking facilities provided by Boise State University.” The proposed Facility Use Agreement addresses each of these areas of concern as follows:

Indemnification: A blanket indemnity clause in favor of the University for any claims “arising out of any occurrences, incidents, or injuries connected or related to traffic control, pedestrian and vehicular interaction, and pedestrian or vehicular access to the Facility from offsite locations, including the URS Lot.”

Safety and Security Services: The District agrees to provide “an adequate number of parking and security personnel to insure [sic] the safe and orderly flow of pedestrian and vehicular traffic in the vicinity of the Facility and the URS Lot.” In addition, the District agrees that the “Boise City Police Department will supply security personnel in sufficient number to maintain crowd control and security during the District’s use of the Facility.”

Co-insurer protection: The “District shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an entity licensed to engage in the insurance business in Idaho. Such policy shall contain standard liability insuring agreements naming the University as an additional insured with the District. The limits of said policy shall be not less than the following amounts:

- \$1,000,000.00 for injuries to, or wrongful death of, and one person in any one (1) accident;
- \$2,000,000.00 for injuries to, or wrongful death of, all persons in any one (1) accident;
- \$1,000,000.00 for damage to, or loss of, property in any one (1) accident.”

Staff finds that the Agreement adequately addresses each area of concern identified by the Board last September. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOARD ACTION

I move to approve the request by Boise State University to enter into a Facilities Use Agreement with the Boise Independent School District for the use of Dona Larsen Park, and to authorize the vice president for finance and administration to execute the agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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FACILITY USE AGREEMENT BETWEEN
BOISE STATE UNIVERSITY AND
INDEPENDENT SCHOOL DISTRICT OF BOISE CITY

THIS FACILITY USE AGREEMENT (the “Agreement”) is made into and entered into this ____ day of _____, 2012, by and between Boise State University (“University”) and the Independent School District of Boise City (“District”).

WHEREAS, University is the owner of the property commonly known as Dona Larsen Park, including all facilities and improvements built thereon and the surrounding parking area, all located in Boise, Idaho in Ada County (the “Facility”);

WHEREAS, University and District are both public entities located in Boise Idaho; and

WHEREAS, University and District currently work cooperatively on numerous issues including education, community outreach, athletics, and other areas of mutual interest and public good for the citizens of Idaho; and

WHEREAS, University and District entered into a Land Exchange and Joint Use Agreement on June 21, 2007 (“Land Exchange Agreement”) that imposed varying obligations on the parties with respect to use of the Facility; and

WHEREAS, District desires use of University’s Facility for District athletic events more particularly described herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the parties hereto agree as follows:

1. TERM.

This Agreement shall be effective as of the date first above written and shall remain in full force and effect for a period of three (3) years (the “Term”). The parties agree to meet on an annual basis to discuss this Agreement and any necessary changes or adjustments to the Agreement that may become apparent during the Term. Though this Agreement has a three year term, it is the intent of the parties that renewals of substantially similar agreements will be reached to fulfill the long term goals outlined in the Land Exchange Agreement.

2. USE.

University agrees to allow District use of the Facility for the purpose of District’s high school athletic events, including high school football games, City track meets, and preapproved practices and/or walkthroughs that will be at mutually agreed upon times. Such use is more specifically described according to the District Use Schedule, which is attached hereto as Attachment A and incorporated by reference herein. The parties will annually agree to a new District Use Schedule.

University and District shall ensure that the fall high school football season use by District shall have priority over other uses of the Facility, provided, however, that the parties acknowledge that the University schedules games for its University football program on various days and nights of the week. In the event a University football game is scheduled for a particular day, District agrees it will not schedule a District event at the Facility on the same day (unless the times of the events do not overlap or conflict) since the amount of traffic or spectators would be unworkable for either event. In the event a University football game must be rescheduled for a particular day on which a District event is scheduled at the Facility, District must reschedule its event.

No outside food is allowed within the Facility without permission from University. All Facility activities are required to use the University's food services contractor. Any requests for outside food must be made to the University's Athletic Department thirty (30) days in advance of the event.

University shall perform all in-game and post-game cleaning.

3. FACILITY LICENSE AND PAYMENT.

The license fee for annual use of the Facility shall be \$80,000 (the "License Fee"). For the Term of this Agreement, in lieu of payment by District to University, such License Fee shall be credited toward the amount owed to District by University under the Land Exchange Agreement (the "Credit").

For any renewal term of this Agreement, such License Fee shall be credited toward the amount owed to District by University until the value for both sides has been equalized under Section 8 of the Land Exchange Agreement. Once the value for both sides has been equalized, the District shall make payments directly to University. Except for any payments due for parking pursuant to Section 5 of this Agreement, the annual payment shall be the sole cost paid by District to University unless payments are due for vandalism or damage. The parties will meet annually to determine the License Fee. It is the intent of the parties that the rate take into account: (a) the mutual cooperation of the parties with respect to the land exchange, (b) the value each party has received (actual and intrinsic), and (c) that operation for profit is not within the intent of this Agreement nor the Land Exchange Agreement.

4. CONCESSIONS.

University will return 80% of the rebate received from University's food services contractor for concessions to the District Schools' Athletic Departments for all regular season events listed on Attachment A.

5. PARKING.

The parties agree that no charge will be made for parking at the University-owned parking lot nearest to the Facility. District acknowledges that parking at any other University-

owned lots, excluding the University-owned lot nearest to the Facility, will result in additional charges to District. Such amounts will either be applied toward the Credit or be payable in cash depending on the circumstances, as mutually agreed upon by the parties at a later date.

University will use its best efforts to assist District in securing additional parking for District events at the Facility; University has entered into a one-year agreement with URS Corporation (“URS”) for parking near the Facility (“URS Lot”), which may be available to District upon approval by URS. Should the URS Lot be approved and available for use, and should District choose to utilize the URS Lot, District will be provided with a list of the costs associated with the use of the URS Lot, including costs of parking attendants which shall be provided by University, under the University’s then current agreement with URS. The costs of parking attendants provided by the University for operation of the URS Lot will be applied toward the Credit.

District will reimburse University, in cash and not applied toward the Credit, any per car fees required by URS; District may choose to provide that same parking to its patrons free of charge or to provide that same parking to its patrons for a nominal fee to be collected pursuant to the terms of University’s then current agreement with URS.

District further agrees to provide, at its sole expense, an adequate number of parking and security personnel to insure the safe and orderly flow of pedestrian and vehicular traffic in the vicinity of the Facility and the URS Lot (except that the University will provide parking personnel at the URS Lot). University will not provide personnel to manage the flow of pedestrians from offsite areas to the Facility.

6. INDEMNITY.

Except as otherwise provided herein, each party shall be responsible for their own acts and omissions and shall, subject to the limits of the Idaho Tort Claims Act, defend the other from loss stemming from such acts or omissions.

District shall further defend, indemnify and hold harmless University, all of its officers, agents, employees, the State of Idaho, and its political subdivisions from and against any and all demands, suits, actions, claims, loss or damage of any kind, character or description, whether or not meritorious, and by whomsoever made or caused, in any manner arising out of any occurrences, incidents, or injuries connected or related to traffic control, pedestrian and vehicular interaction, and pedestrian or vehicular access to the Facility from offsite locations, including the URS Lot.

7. LIABILITY INSURANCE AND DAMAGE.

Prior to its use of the Facility, District shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an entity licensed to engage in the insurance business in Idaho. Such policy shall contain standard liability insuring agreements naming the University as an additional insured with the District. The limits of said policy shall be not less than the following amounts:

- \$1,000,000.00 for injuries to, or wrongful death of, and one person in any one (1) accident;
- \$2,000,000.00 for injuries to, or wrongful death of, all persons in any one (1) accident;
- \$1,000,000.00 for damage to, or loss of, property in any one (1) accident.

District shall furnish to University a certificate of insurance within ten (10) days of the execution of this Agreement by University. Said certificate of insurance shall show compliance with this paragraph and give ten (10) days prior notice of cancellation to University. In the event the aforesaid policy of insurance should be cancelled and not replaced with an acceptable alternative for any reason prior to the end of the use of Facility by District, University shall have the immediate right to terminate this Agreement, District shall have no right to a refund of any prepaid fees and the University may rightfully demand immediate, exclusive possession of the Facility.

District shall be primarily responsible to University for any and all damage of any nature caused to the Facility arising out of District's use of the Facility including, but not limited to, any consequential damages University may suffer because of loss of use of the Facility, provided that the damage is caused by a District invitee or a District employee. No liability will accrue to the District for any damage caused by a University employee

8. WARRANTY.

District hereby warrants to University that it has provided University, prior to the execution of this Agreement, a written description of all activities for which the District shall use the Facility. District warrants the accuracy of the description provided to University and agrees that no changes will be made without the prior express consent of University.

9. TERMINATION FOR CAUSE.

Notwithstanding any other provision hereof, University may direct District to cease and desist in any activity which University deems to be damaging to University's property, or in contravention to this Agreement. If District fails to immediately cease and desist in its activities, then this Agreement will be deemed to have been materially breached and all of District's rights hereunder shall terminate immediately and Facility license fees under Section 3 of this Agreement shall be prorated from the date of termination.

10. IMPOSSIBILITY OF PERFORMANCE BY UNIVERSITY.

In the event University cannot allow District to use the Facility because of impossibility of performance due to an act of God, this Agreement shall be null, void and of no effect and University's sole liability to the District shall be to refund any prepaid fees.

11. NOTICE.

Any notice given under this Agreement shall be by registered or certified mail addressed to the parties as set forth below:

UNIVERSITY:
Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725

DISTRICT:
Boise School District
District Service Center
Director of Athletics
8169 West Victory Road
Boise ID 83709

12. NON-ASSIGNABILITY.

This Agreement is not assignable by District without the express and written consent of the University.

13. ACTIVITIES.

District agrees to not violate any University policy, federal, state, county or Boise City laws, ordinances, rules or regulations in its use of the Facility. Unless the University consents in writing, the District shall not do or allow the following activities in the Facility:

- (a) Permit motor-driven or horse-drawn vehicles, livestock or animals inside the fenced enclosure of the Facility;
- (b) Permit floats inside the fenced enclosure of the Facility;
- (c) Construct or place any stage or other structure within the fenced enclosure of the Facility;
- (d) Permit smoking or use of any kind of flaming agent by any person.

14. SECURITY.

District hereby warrants that it has consulted with the Boise City Police Department concerning its proposed use of the Facility on the date or dates specified herein. District warrants further that the Boise City Police Department will supply security personnel in sufficient number to maintain crowd control and security during the District's use of the Facility. Upon acceptance of this Agreement by University, District will submit to the University satisfactory evidence that such arrangements have been made at District's sole expense.

15. NON-WAIVER.

The University's failure to exercise its rights against District for any violation of this Agreement by District shall not be a waiver of University's rights in regard to any other violations, nor shall University be stopped by the failure to exercise any of its rights hereunder.

The District's failure to exercise its rights against University for any violation of this Agreement by University shall not be a waiver of District's rights in regard to any other violations, nor shall District be stopped by the failure to exercise any of its rights hereunder.

16. DISPUTE RESOLUTION.

The parties agree that as two public entities, the advent of litigation between the two arising from the terms of this Agreement will be a waste of public 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 Superintendent of the District and the President of the University. If the Superintendent and the President cannot resolve the dispute, then the dispute will be referred to the Chairperson of the School Board 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 of 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.

17. MISCELLANEOUS.

This Agreement shall be construed pursuant to the laws of the State of Idaho. It is agreed that the State of Idaho is the place of the formation of this Agreement. The individuals signing below as officers or representatives of the District and University warrant that they have the actual authority to sign this Agreement on behalf of the District and University respectively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ____ day of _____, 2012, at Boise, Idaho.

DISTRICT:

By: _____

UNIVERSITY:

By: _____

Attachment A
District Use Schedule

2012 HIGH SCHOOL FOOTBALL SCHEDULE

DATE	TEAMS	TIME(MT)
Aug 24 (Fri)	Boise vs Borah	7pm
Aug 30 (Thurs)	Boise vs Valilvue	7pm
Sept 6 (Thurs)	Borah vs Meridian	7pm
Sept 7 (Fri)	Timberline vs Centennial	7pm
Sept 14 (Fri)	Capital vs Vallivue	7pm
Sept 21 (Fri)	Timberline vs Capital	7pm
Sept 22 (Sat)	Borah vs Mtn. View	1pm
Sept 27 (Thurs)	Capital vs Rocky Mtn	7pm
Sept 28 (Fri)	Borah vs Timberline	7pm
Oct 4 (Thurs)	Boise vs Centennial	7pm
Oct 5 (Fri)	Capital vs Meridian	7pm
Oct 11 (Thurs)	Borah vs Vallivue	7pm
Oct 12 (Fri)	Boise vs Capital	7pm
Oct 18 (Thurs)	Timberline vs Boise	7pm
Oct 19 (Fri)	Borah vs Capital	7pm
Oct 25 (Thurs)	Timberline vs Eagle	7pm
Oct 26 (Fri)	Capital vs Centennial	7pm

Home Team Listed First

2012-2013 City Track Events

TBD

**LAND EXCHANGE AND JOINT USE AGREEMENT BETWEEN
BOISE STATE UNIVERSITY AND THE INDEPENDENT SCHOOL DISTRICT
OF BOISE CITY**

This Agreement is made and entered into this 21 day of June, 2007 by and between Boise State University, a state institution of higher education, and the Independent School District of Boise City, a public school district.

RECITALS

WHEREAS, Boise State University (the "University") and the Independent School District of Boise City (the "District") are both public entities located in Boise, Idaho; and,

WHEREAS, the University and the District work cooperatively on numerous issues including education, community outreach, athletics and other areas of mutual interest and public good for the citizens of Idaho; and,

WHEREAS, the University and District agreed to cooperatively enter into a transaction where the University would acquire a certain parcel of real property in the Barber Valley that the District found desirable for the location of a junior high school facility for the District's use; and,

WHEREAS, the District is the owner of a parcel of real property commonly known as East Junior High that no longer meets the needs of the District but is uniquely suited to meet the needs of the University after the University demolishes the existing structures and develops the site as an athletic complex; and,

WHEREAS, the District and the University agreed to exchange the East Junior High parcel for the University acquired Barber Valley parcel; and,

WHEREAS, the parcels are not of equal value, and to ensure that the University and District each grant and receive equal value as part of this transaction, after the exchange of parcels there will be a lease of the East Junior High parcel to the District for its use during the construction of the new junior high on the Barber Valley parcel and a long term mutual use agreement for the new facilities the University will construct on the East Junior High site;

AGREEMENT

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

1. The University shall acquire a parcel of undeveloped land in the Barber Valley consisting of approximately 21.5 acres described in attached Exhibit A, hereinafter referred to as the Barber Valley parcel.

2. The University has caused the Barber Valley parcel to be appraised by a licensed appraiser and the appraised value of the parcel, as also agreed to by the parties, is \$6,100,000.
3. The District is the owner of a parcel of real property currently developed and used as a junior high school consisting of approximately 15 acres described in attached Exhibit B, hereinafter referred to as the East Junior High parcel. The District has caused the East Junior High parcel to be appraised by a licensed appraiser and the appraised value of the parcel, as also agreed to by the parties, is \$8,170,000 as bare land, with a demolition cost of the structures estimated at \$432,000, for a value of \$7,738,000 as-is with the buildings not demolished.
4. The University and the District shall exchange the Barber Valley parcel and the East Junior High parcel with a closing date of June 19, 2007. Each party shall convey clear and marketable title to the other via warranty deed and shall ensure that a policy of title insurance shall be issued to the other party for the full appraised value of the parcel. The other costs of the closing shall be born equally by the parties. Each party shall bear full risk of loss on their respective parcels until the date of closing.
 - a. The District will take immediate possession of the Barber Valley parcel. The University shall not take possession of the East Junior High parcel and the District shall remain in continuous, uninterrupted possession and control of the parcel post closing and through the term of the lease provided for herein.
5. Immediately following closing, the University shall lease the East Junior High parcel to the District for the express payment of One Dollar (\$1.00) for a term that shall extend until the District completes its construction of a new junior high on the Barber Valley parcel and is able to vacate the East Junior High parcel and moves its contents to the new junior high. The parties anticipate that this will occur in the Spring of 2009, but agree that the lease shall continue until the actual vacation of the East Junior High parcel by the District.
 - a. During the lease term, the District shall bear the risk of loss of all improvements on the East Junior High parcel and shall insure the improvements in the same manner it insures other similar school facilities. Losses paid under such insurance, whether self insurance or by insurance policy, shall be credited to the University as appropriate under this Agreement if the loss diminishes the value of the East Junior High parcel to the University.
 - b. The District shall, subject to the limits of the Idaho Tort Claims Act, defend and indemnify the University from any losses resulting from the District's use of the East Junior High parcel during the term of the lease.

- c. The District shall bear all costs of use and occupation of the East Junior High parcel during the lease, including but not limited to utilities, operational costs, maintenance, assessments, and any and all other costs associated with the District's operation of the junior high. The University shall have no duty whatsoever as landlord for the condition of the premises and all such duties or responsibilities are hereby assumed by the District.
 - d. Upon vacation at the end of the lease, the District shall have the right to salvage items, including portable buildings, from the parcel. Provided, however, that the District acknowledges that the University may use and occupy part of the existing school premises for temporary space for personnel after the District vacates and before the demolition required to carryout the construction referred to in section 6. As such, the District will consult with the University to ensure that the salvage of items of fixtures and equipment does not leave the existing school facilities in a condition that is unsafe, uninhabitable or not fit for occupancy. The University and District agree to mutually work together to ensure that this section is carried out to the parties mutual satisfaction. After the University's occupancy is complete but before any demolition, the District will have another opportunity to salvage items from the parcel for items that needed to remain during the University's use of the existing facilities.
6. The University shall, after taking possession of the East Junior High parcel following the District's vacation at the end of the lease, proceed to construct an athletic complex in a form substantially similar to the concept plan agreed between the parties and set forth on Exhibit C. The University and District agree that they will work together regarding the design of the athletic complex to ensure that the use needs of both parties are taken into account. It is expected that the athletic facilities will be constructed within three years of the District's vacation of the East Junior High parcel.
- a. The University will solely own all facilities and improvements (the athletic facilities) made at the athletic complex.
 - b. The University will manage the athletic facilities.
 - i. Provided that the management of certain District events may be under the control of the District if mutually agreed by the parties.
 - ii. At a minimum, the District will be required to manage all crowd control and supervise the conduct of all District events under terms substantially similar to when the Districts rents current University facilities for athletic events.
 - c. The University shall carry out the construction to include the reasonable replication of the historic entrance of the parcel when such was used as the "old public school field" for the District prior to the construction of the existing junior high.

- d. The University and District shall meet no less than annually to set up an annual general schedule for use of the athletic facilities. This meeting shall also include a mutually agreeable process for scheduling specific activities in the athletic facilities throughout the year.
 - i. The University and District shall ensure that the fall high school football season use by the District shall have priority over other uses of the athletic facilities, provided, however, that the parties acknowledge that the University schedules games for its University football program on various nights of the week. If the University schedules a football game on a particular day, the District agrees that it will not schedule a District event at the athletic facilities on the same day (unless the times of the events do not overlap or conflict) since the amount of traffic and spectators would be unworkable for either event.
- e. The University shall ensure that the maintenance schedule for the athletic facilities is consistent with the schedule and scheduling process set forth herein.
 - i. The University maintenance obligation includes the post event custodial services following District events. This obligation is for normal game clean up and general maintenance, provided that vandalism and damage beyond normal wear and tear that occurs at District events shall be the responsibility of the District.
- f. Major decisions regarding issues such as remodel of the athletic facilities or changes in use of the athletic facilities require the mutual agreement of the parties.
- g. Specific items regarding the construction of the athletic facilities, agreed by both parties as meeting the needs of the District and the University, to be constructed by the University include:
 - i. The track stadium shall accommodate a minimum of 5,000 spectators. The stadium must be expandable to 8,000 with the use of portable bleachers.
 - ii. Adequate parking for the facilities must be provided for either on site or within reasonable proximity.
 - iii. The infield of the track stadium, suitable for high school football, shall be an artificial turf.
 - iv. Class "A" high school athletic field lighting designed to reduce glare to surrounding neighborhoods.
 - v. Crowd control fencing as is normally required in such facilities.
 - vi. Appropriately sized scoreboards at both ends of the stadium.
 - vii. Appropriate public address system and headset communications for coaches from two football teams.
 - viii. Appropriate press box/announcer areas for assistant coaches and media.
 - ix. Two sets of restrooms on each side of the stadium.


- x. Concession stands on each side that include water, electricity, sinks and other such amenities needed to meet current grade "A" food service standards.
 - xi. Home and visitor locker rooms or rest rooms with meeting room capacity built to accommodate male and female athletes.
 - xii. Appropriate equipment storage area.
 - xiii. Appropriate entrance and on call location for emergency medical treatment personnel.
7. The parties agree that the value of the two parcels subject to this Agreement are not equal. However, the parties both being public entities, are desirous of ensuring equal value be exchanged between the University and the District. As such, the following covenants shall be designed to create and equal value transaction between the parties.
- a. The Barber Valley parcel is valued at \$6,100,000.
 - b. The East Junior High parcel is valued at \$7,738,000.
 - c. The value of the water rights retained by the District and not conveyed, as set forth in section 10, is \$70,000.
 - d. The value of each month (full or partial) that the District occupies the East Junior High parcel post closing as part of the lease is \$5,000. Thus, if the District vacates the East Junior High parcel on January 31, 2009 (19 months of rental), the value of the lease would be \$95,000.
 - e. Because the facilities will not be designed and constructed until a future date, and the cost of operation and maintenance cannot be accurately calculated at this time, the value of each year of use of the University athletic facilities constructed at East Junior High by the District shall be determined annually between the parties as set forth in section 8 below.
 - f. Once the Improvements that are required for the use of the University are identified, any improvements specifically required for the District's use of the athletic complex shall be valued at their cost.
 - g. The parties agree that the above values shall be used to evaluate when the transaction has properly reached equal value for both parties. Once equal value is met, the use rates for the University constructed athletic facilities at East Junior High shall be as set forth in section 8 below.
8. Once the value for both sides has been equalized, the parties shall agree to the reasonable annual use rate payment the District shall pay for the rental of the athletic facilities. This annual payment shall be the sole cost paid by the District unless payments are due for vandalism/damage under section 6.e.i, for additional new facilities specifically required by the District as in section 7.f.
- a. The parties shall meet annually to determine the use rate. It is the intent of the parties that the rate take into account the mutual cooperation of the parties in this land exchange, the value each party has received (actual and

intrinsic) and that each party negotiate in good faith that operation for profit is not within the intent of this Agreement.

9. Unless specifically provided otherwise in a specific section of this Agreement, each party shall be responsible for their own acts and omissions and shall, subject to the limits of the Idaho Tort Claims Act, defend the other from loss stemming from such acts or omissions.
10. The District will not transfer its water rights as part of this agreement. The District will retain its water rights and transfer those to the Barber Valley Parcel. The University will not receive any such rights as part of the land exchange.
11. It is the intent of the parties that this Agreement constitutes a long term commitment of mutual use and cooperation. Understanding that the use of terms such as "perpetual" and "permanent" prove to be unworkable, and that future circumstances of either party may change the need or workability of this Agreement, the parties agree that the initial term of this Agreement shall be for twenty five (25) years. This Agreement may be renewed, and the parties expect in good faith to renew and continue to renew this Agreement, thereafter on mutual agreement of the parties for five (5) years terms under such conditions as the parties may agree.
 - a. The parties agree that if at the end of the twenty five (25) year initial agreement, the value for the District has not been equalized, the District may carryover such unequalized value in a renewed five (5) year agreement and in subsequent five (5) year agreements until such value is equalized. The parties further agree that if at the end of the twenty five (25) year initial term of this agreement, the parties mutually do not renew the agreement, the unequalized District value, if any remains, will be relinquished and waived.
12. The parties agree that as two public entities, the advent of litigation between the two arising from the terms of this agreement will be a waste of public 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 Superintendent of the District and the President of the University. If the Superintendent and the President cannot resolve the dispute, then the dispute will be referred to the Chairperson of the School Board 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.
13. This Agreement is subject to the approval of the State Board of Education.

14. This Agreement is subject to the approval of the School Board of the District.

Boise State University

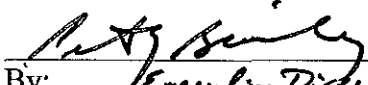


By: Stacy Pearson

Its: Vice President of Finance and Administration

DATED: 6/20/2007

The Boise Independent School District



By: Executive Director of Operations

Its: Peter J. Bailey

DATED: 6-21-07



Order No.: A0764472

WARRANTY DEED

For Value Received,

State of Idaho, by and through the State Board of Education, c/o Boise State University, the Grantor, does hereby grant, bargain sell and convey unto, Independent School District of Boise City, whose current address is 8169 W. Victory Road, Boise, Idaho 83709, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

A parcel of land located in the East half of Section 29, and the West half of Section 28 of Township 3 North, Range 3 East, Boise Meridian, Boise, Ada County, Idaho, being Parcel A of Record of Survey No. 7496 recorded August 4, 2006 as Instrument No. 106125438, records of Ada County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 19, 20, 29 and 30 of said Township 3 North, Range 3 East; thence South 89°24'07" East, 5300.35 feet on the Section line common to said Sections 21 and 28 to the section corner common to Sections 20, 21, 28 and 29, of said Township 3 North, Range 3 East; thence South 00°04'29" East, 2612.79 feet (formerly described as South 00°04'44" East, 2612.90 feet) on the section line common to said Sections 28 and 29 to the quarter section corner common to said Sections 28 and 29; thence South 00°55'05" West, 719.58 feet (formerly described as South 00°55'05" West 719.16 feet) on the section line common to said Sections 28 and 29 to a point on the Northerly right-of-way line of East Warm Springs Avenue (formerly State Highway 21), said point being the Real Point of Beginning; thence leaving said section line North 51°17'49" West, 461.96 feet on the Northerly right-of-way line of said East Warm Springs Avenue to a point on the Easterly boundary line of Golden Dawn Mobile Home Subdivision Unit No. 1, as same is shown on the plat thereof recorded in Book 22 of Plats at Page 1418 of Ada County Records; thence leaving said Northerly right-of-way line North 38°47'03" East, 986.33 feet (formerly described as North 38°26'50" East) on the Easterly boundary line of Golden Dawn Mobile Home Subdivision Unit No. 1, 2 and 3 to the Southwesterly corner of that triangular shaped parcel of land described in the first section of Warranty Deed Instrument Number 8751249 of Ada County Records; thence leaving said Golden Dawn Mobile Home Subdivision Unit No. 3

North 85°21'00" East, 121.78 feet (formerly described as North 84°47'20" East, 122.27 feet) on the Southerly boundary line of said Warranty Deed Parcel to an angle point on the Southerly boundary line of Barberton Subdivision No. 2 as same is shown on the Plat thereof, recorded in Book 50 of Plats at Page 4080 of Ada County Records; thence North 85°05'15" East, 225.18 feet (formerly described as North 84°56'30" East, 224.60 feet) on the Southerly boundary line of said Barberton Subdivision No. 2 to the Southeasterly most corner of Lot 10, Block 4 of said Barberton Subdivision No. 2; thence leaving said Barberton Subdivision No. 2

South 64°36'47" East, 362.81 feet (formerly South 64°37'47" East) on the Southerly boundary line of that parcel of land as described in that Quitclaim Deed Instrument Number 105135285 of Ada County Records; thence leaving said Southerly boundary line South 24°36'12" West, 1315.85 feet to a point of curve on the Northerly right-of-way line of East Warm Springs Avenue, as same is shown on Record of Survey Number 4593 of Ada County Records; thence 269.28 feet on the arc of a curve to the right, said curve having a radius of 1106.00 feet, a central angle of 13°57'00" and a chord distance of 268.62 feet which bears North 58°16'19" West on said Northerly right-of-way line; thence

North 51°17'49" West, 197.99 feet (formerly described as 198.13 feet) on said Northerly right-of-way line to the Real Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: June ___, 2007

State of Idaho, by and through the State Board of Education acting as Board of Trustees of Boise State University

BY: _____
Stacy Pearson
Vice President of Finance and
Administration

State of Idaho)
) ss.
County of Ada)

On this _____ day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Stacy Pearson, known or identified to me to be the Vice President of Finance and Administration of Boise State University, the body politic and corporate that executed the within instrument or the person who executed the instrument on behalf of said body politic and corporate, and acknowledged to me that such corporation executed the same.

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

NOTARY PUBLIC for Idaho

My Commission Expires: _____



Order No.: A0766581

WARRANTY DEED

For Value Received,

Independent School District of Boise City, the Grantor, does hereby grant, bargain sell and convey unto,
State of Idaho, by and through the State Board of Education acting as Board of Trustees of Boise State University, whose current address is 1910 University Dr., Boise, Idaho 83725, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel 1:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being portions of Thos. Davis' Third Addition Subdivision as filed in Book 2 of Plats at Page 97, Official Records of Ada County, Idaho and also being portions of said Thos. Davis' Third Addition Subdivision having been vacated on the 4th day of December, 1924 according to Instrument No. 113726 filed in Book 10 at Page 96, Official Records of Ada County, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South 01°07'03" West, 2623.17 feet; Thence South 2°53'27" East, 475.48 feet (formerly described as being South 2°21' East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence along the North line of said Thos. Davis' Third Addition North 82°08'05" East, 363.41 feet (formerly described as being North 81°36'30" East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition, being also the REAL POINT OF BEGINNING;

Thence continuing along said North line North 82°08'05" East, 0.27 feet to the Southwest corner of Block 4, said Thos. Davis' Third Addition; Thence along the South line of said Block 4 and continuing along the North boundary line of said Thos. Davis' Third Addition South 77°58'53" East, 194.39 feet to the Southwest corner of Lot 1, Block 5, said vacated portion of Thos. Davis' Third Addition; Thence along the westerly line of said Lot 1 and continuing along the common easterly line of Mrs. Gray's Subdivision as filed in Book 3 of Plats at Page 103, Official Records of said

Ada County, North 11°18'26" East, 148.02 feet (formerly described as being North 10°55' East, 148.64 feet on said Thos. Davis' Third Addition) to the Northeast corner of said Lot 1, being also a point on the curved southerly right-of-way of E. Warm Springs Ave.; Thence along said southerly right-of-way and a curve to the right an arc distance of 15.67 feet, said curve having a radius of 679.78 feet, a central angle of 1°19'15", and a long chord bearing and distance of South 68°12'46" East, 15.67 feet; Thence continuing along said southerly right-of-way South 67°33'08" East, 45.66 feet to the beginning of a curve to the right; Thence

along said curve to the right an arc distance of 134.96 feet, said curve having a radius of 679.78 feet, a central angle of 11°22'30", and a long chord bearing and distance of South 61°51'53" East, 134.74 feet; Thence continuing along said southerly right-of-way South 56°10'38" East, 249.45 feet to a found lead & tack in a concrete sidewalk marking the Northeast corner of the westerly 25 feet of Lot 2, Block 8, said vacated portion of Thos. Davis' Third Addition; Thence

along the East line of said westerly 25 feet of Lot 2 South 34°13'36" West, 122.00 feet to the Southeast corner of said westerly 25 feet of Lot 2; Thence

along the South line of said Lot 2 and Lot 3, Block 8 said Thos. Davis' Third Addition, South 55°45'59" East, 60.00 feet to the intersection with the northerly extension of the East line of the westerly 15 feet of Lot 10, Block 8, said vacated portion of Thos. Davis' Third Addition; Thence

along said East line and northerly extension thereof South 34°13'36" West, 168.01 feet to the intersection with the centerline of vacated Davis Street per said vacated portion of Thos. Davis' Third Addition; Thence

along said centerline South 55°45'59" East, 171.11 feet to the intersection with the easterly boundary line of said vacated portion of Thos. Davis' Third Addition; Thence

along said easterly boundary line South 33°02'54" West, 655.70 feet to the Southeast corner thereof; Thence along the southerly boundary line of said vacated portion of Thos. Davis' Third Addition and the northerly line of vacated Citizens right-of-way North 33°36'49" West, 347.69 feet to an angle point thereon; Thence

continuing along said southerly boundary line and said northerly line of vacated Citizens right-of-way North 56°49'45" West, 111.77 feet to the intersection with the easterly line of vacated Avenue B. South of said Thos. Davis' Third Addition, as vacated according to Quitclaim Deed Instrument No. 7937216 recorded on July 6, 1979 and Quitclaim Deed Instrument No. 7949049 recorded on September 5, 1979, Official Records of said Ada County; Thence along said easterly line of vacated Avenue B. South North 1°07'03" East, 689.77 feet to the REAL POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian., Ada County, Idaho, being Lot 3 and the South 7.42 feet of Lot 2 and Lots 4 to 7 inclusive of Block 1, and Lot 1, Lot 2 excepting the South 10.00 feet therefrom, a portion for Lot 6, Lots 7 to 12 inclusive and a portion of Lot 13 in Block 2, and all of Block 3, all of the above described property being in Thos. Davis' Third Addition to Boise City, Ada County, Idaho, as the same appears on the official Plat filed in Book 2 of Plats at Page 97 in the Recorder's office of said Ada County, Idaho; together

with those streets and alleys having been vacated according to Quitclaim Deed Instrument No. 7937216 recorded on July 6, 1979 and Quitclaim Deed Instrument No. 7949049 recorded on September 5, 1979, Official Records of said Ada County, all being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South 01°07'03" West, 2623.17 feet; Thence South 2°53'27" East, 475.48 feet (formerly described as being South 2°21' East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence along the North line of said Thos. Davis' Third Addition North 82°08'05" East, 363.41 feet (formerly described as being North 81°36'30" East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition; Thence along said northerly extension South 01°07'03" West, 16.20 feet to the Northwest corner of Lot 17, Block 5 of said Thos. Davis' Third Addition, being the REAL POINT OF BEGINNING; Thence along the said East line of Avenue B. South and the northerly extension thereof South 01°07'03" West, 673.57 feet to the intersection with the southerly boundary line of said Thos. Davis' Third Addition, being also the northerly line of the vacated Citizens right-of-way; Thence along said southerly boundary line and said northerly line of the said vacated Citizens right-of-way North 56°49'45" West, 262.16 feet to the intersection with the southerly extension of the westerly line of said Lot 13, Block 2; Thence along said southerly extension North 01°07'03" East, 58.99 feet to the Southwest corner of said Lot 13; Thence along the southerly line of said Lot 13 South 56°49'45" East, 12.39 feet to an angle point thereon; Thence continuing along said southerly line North 81°42'51" East, 10.03 feet to the intersection with the easterly line of that certain parcel of land Quitclaimed according to Quitclaim Deed Recorded on September 9, 1980 as Instrument No. 8042471, Official Records of said Ada County; Thence along said easterly line the following courses and distances:
Thence North 00°46'41" East, 115.15 feet;
Thence North 01°06'29" East, 59.20 feet;
Thence North 70°19'01" West, 20.78 feet to the intersection with the westerly line of Lot 6, Block 2, said Thos. Davis' Third Addition; Thence along said westerly line North 01°07'03" East, 8.00 feet to a found lead & tack monument marking the intersection with the easterly extension of the northerly line of the southerly 10.00 feet of Lot 2, Block 2, said Thos. Davis' Third Addition; Thence along the said northerly line and easterly extension thereof South 82°08'05" West, 138.46 feet to the intersection with the westerly boundary line of said Thos. Davis' Third Addition, being also the easterly right-of-way of S. Broadway Ave.; Thence along said westerly boundary line North 01°07'03" East, 181.37 feet to the intersection with the northerly line of the southerly 7.42 feet of Lot 2, Block 1, said Thos. Davis' Third Addition; Thence

along said northerly line and the easterly extension thereof North 82°08'05" East, 138.46 feet to the intersection with the westerly line of Lot 4, Block 1, said Thos. Davis' Third Addition; Thence
along said westerly line North 01°07'03" East, 74.93 feet to the Northwest corner of said Lot 4; Thence
along the northerly line of said Block 1 North 82°08'05" East, 224.95 feet to the REAL POINT OF BEGINNING.

Parcel 3:

A parcel of land located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being a portion of said SW 1/4 together with a portion of Block 4, Thos. Davis' Third Addition Subdivision as filed in Book 2 of Plats at Page 97, Official Records of Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears South 01°07'03" West, 2623.17 feet; Thence South 2°53'27" East, 475.48 feet (formerly described as being South 2°21' East, 465.9 feet on the Plat of Thos. Davis' Third Addition) to the most northwesterly corner thereof; Thence
along the North line of said Thos. Davis' Third Addition North 82°08'05" East, 363.41 feet (formerly described as being North 81°36'30" East, 361.8 feet) to the intersection with the northerly extension of the East line of Avenue B. South as shown on said Thos. Davis' Third Addition; Thence
continuing along said North line North 82°08'05" East, 0.27 feet to the Southwest corner of Block 4, said Thos. Davis' Third Addition, being the REAL POINT OF BEGINNING; Thence along the easterly extension of said North line and also being the South line of that certain parcel of land described in Deed Book 56, Page 168, recorded on April 27, 1905, Official Records of said Ada County, North 82°08'05" East, 40.63 feet to the Southeast corner of said parcel described in Deed Book 56, Page 168; Thence along the East line of said parcel described in Deed Book 56, Page 168 and the northerly extension thereof, North 11°18'26" East, 142.22 feet to the intersection with the southerly right-of-way of E. Warm Springs Ave.; Thence along said southerly right-of-way South 78°41'34" East, 31.00 feet to the Northwest corner of that certain parcel of land described in Deed Book 398, Page 382, Official Records of said Ada County; Thence
along the West line of said parcel South 11°18'26" West, 90.95 feet to the Southwest corner thereof; Thence along the South line of said parcel South 78°41'34" East, 25.00 feet to the Southeast corner of said parcel, being also a point on the West line of Mrs. Gray's Subdivision, as filed in Book 3 of Plats at Page 103, Official Records of said Ada County; Thence
along said West line South 11°18'26" West, 5.00 feet to the Southwest corner of said Mrs. Gray's Subdivision; Thence along the South line of said Mrs. Gray's Subdivision South 78°52'58" East, 100.00 feet to the Southeast corner thereof, being also a point on the West line of Vacated Lot 1, Block 5, Thos. Davis' Third Addition, as vacated by Instrument No. 113726 recorded on December 4, 1924 in Book 10 at Page 96, Official

Records of said Ada County; Thence along said West line South $11^{\circ}18'26''$ West, 62.36 feet to the Southwest corner thereof; Thence along the Northerly line of said vacated Thos. Davis' Third Addition North $77^{\circ}58'53''$ West, 194.39 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM:

That portion of the above described parcel lying inside the banks of the Valley Ditch (Boise City Canal), more particularly described as follows:

Commencing at the southerly terminus of that certain course described as North $11^{\circ}18'26''$ East, 142.22 feet in the above described parcel; Thence North $11^{\circ}18'26''$ East, 89.60 feet to the South bank of said Valley Ditch, being also the REAL POINT OF BEGINNING;

Thence continuing North $11^{\circ}18'26''$ East, 9.62 feet to the North bank of said Valley Ditch; Thence along said North bank South $84^{\circ}51'21''$ East, 31.18 feet; Thence South $11^{\circ}18'26''$ West, 9.35 feet to the said South bank, thence along said South bank North $85^{\circ}27'37''$ West, 31.22 feet to the REAL POINT OF BEGINNING.

Parcel 4:

A parcel of land being all of Lots 1 through 4 inclusive of Mrs. Gray's Subdivision as filed in Book 3 of Plats at Page 103, Official Records of Ada County, Idaho and located in the SW 1/4 of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at a brass cap monument marking the West 1/4 corner of said Section 11, from which a brass cap monument marking the Southwest corner of said Section 11 bears $01^{\circ}07'03''$ West, 2623.17 feet; Thence South $60^{\circ}08'12''$ East, 584.91 feet (formerly described as being South $61^{\circ}05'$ East, 574.32 feet on the Plat of said Mrs. Gray's Subdivision) to the Northwest corner of Lot 3 thereon, being also a point on the curved southerly right-of-way of E. Warm Springs Ave. and the REAL POINT OF BEGINNING;

Thence along the northerly lines of said Lot 3 and Lot 1, said Mrs. Gray's Subdivision and along said southerly right-of-way along a curve to the right an arc distance of 100.57 feet, said curve having a radius of 679.78 feet, a central angle of $8^{\circ}28'35''$ and a long chord having a bearing and distance of South $73^{\circ}06'40''$ East, 100.48 feet to the Northeast corner of said Lot 1; Thence along the easterly lines of said Lot 1 and Lot 2, said Mrs. Gray's Subdivision South $11^{\circ}18'26''$ West, 85.66 feet to the Southeast corner of said Lot 2; Thence along the southerly lines of said Lot 2 and Lot 4, said Mrs. Gray's Subdivision North $78^{\circ}52'58''$ West, 100.00 feet to the Southwest corner of said Lot 4; Thence

along the westerly lines of said Lot 4 and said Lot 3 North 11°18'26" East, 95.76 feet to the REAL POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: June ___, 2007

Independent School District of Boise City

BY: _____
 Scott Engum
 Authorized Administrative Official

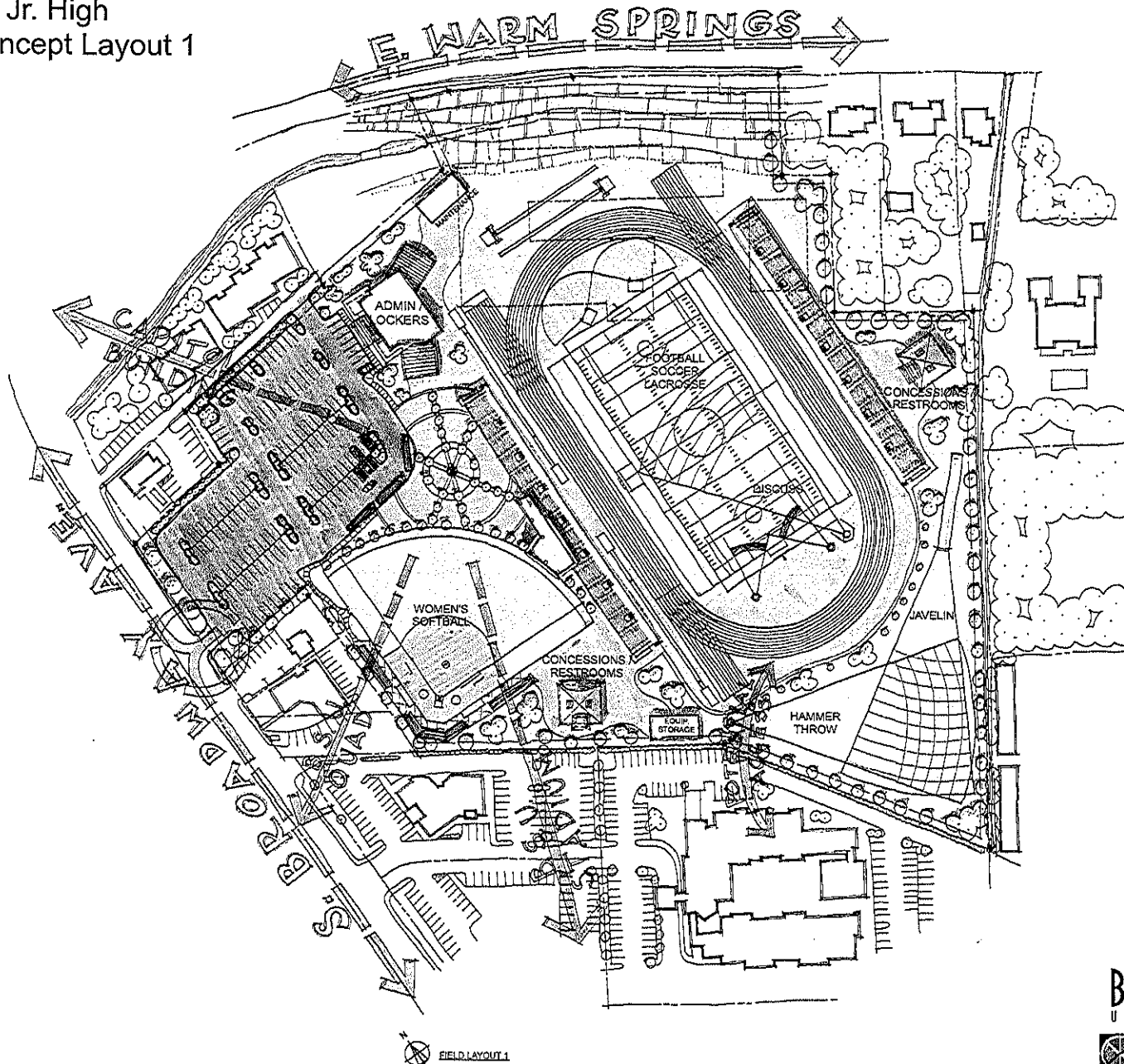
State of Idaho)
) ss.
 County of Ada)

On this _____ day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Engum, known or identified to me to be the Authorized Administrative Official of Independent School District of Boise City, the body politic and corporate that executed the within instrument or the person who executed the instrument on behalf of said body politic and corporate, and acknowledged to me that such corporation executed the same.

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

 NOTARY PUBLIC for Idaho
 My Commission Expires: _____

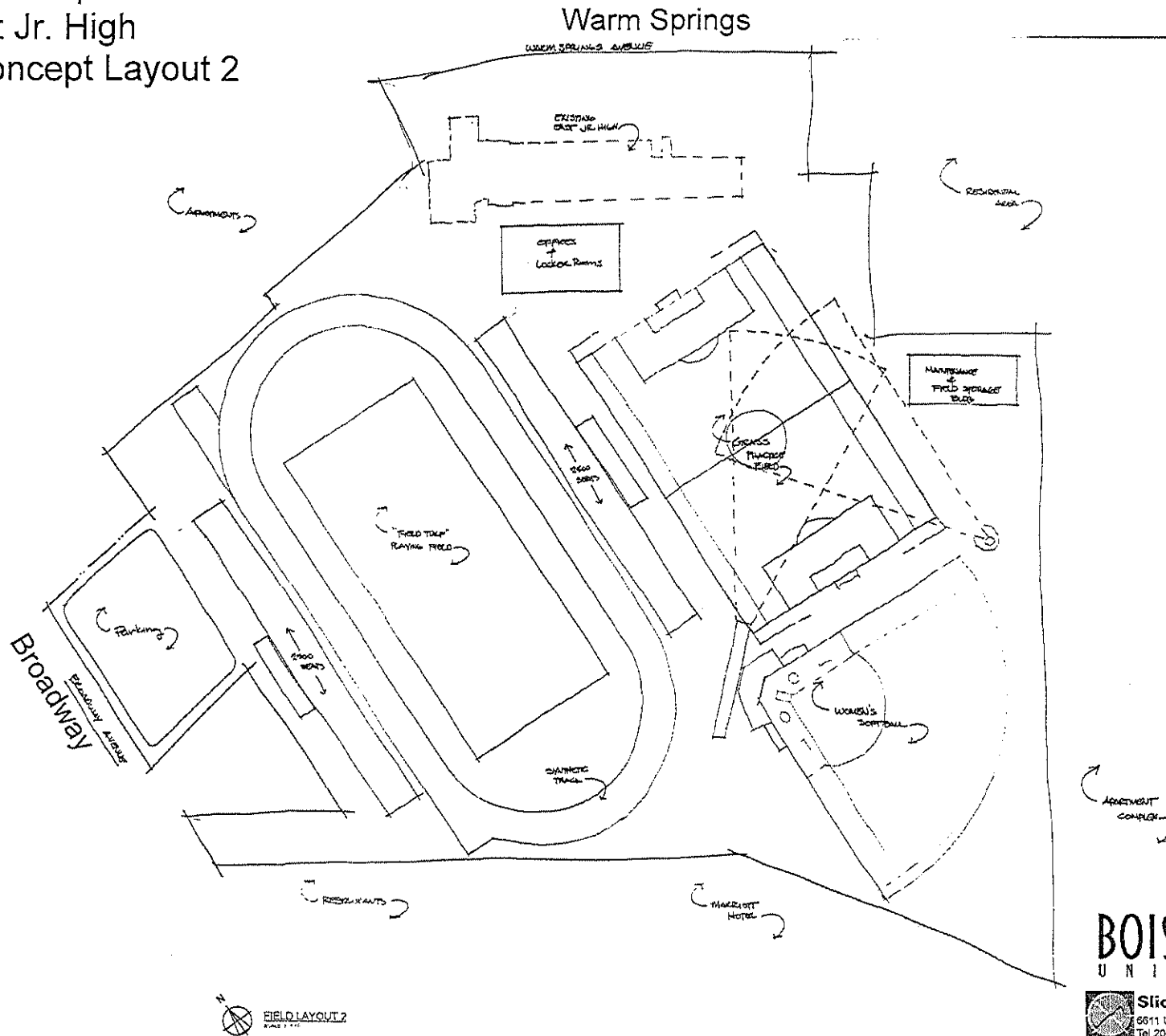
Sports Complex
at East Jr. High
Illustrative Concept Layout 1



BOISE STATE
UNIVERSITY

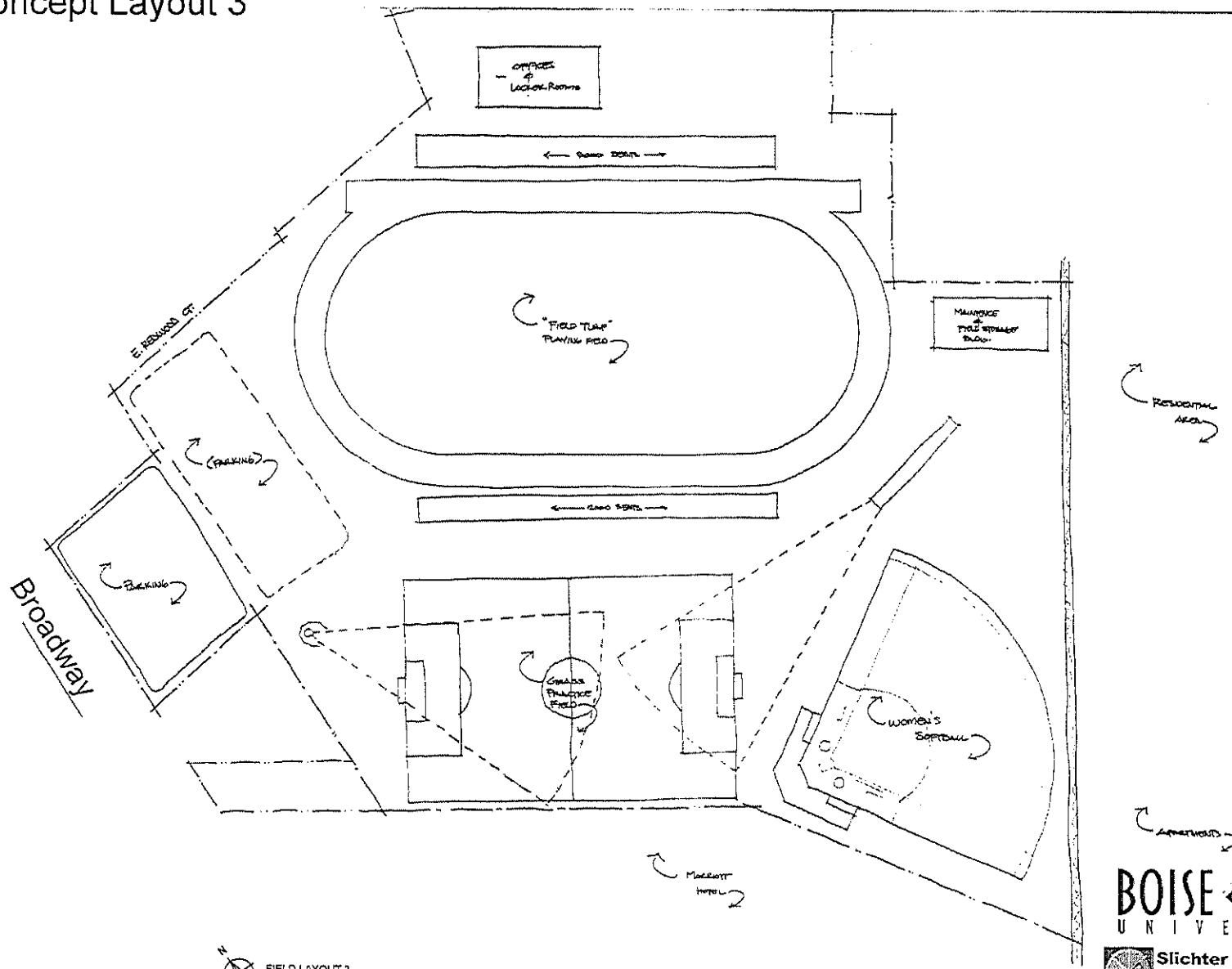
Slichter Architects, pllc
9411 Ustick Road Boise, Idaho 83704
Tel 208.656.1670 Fax 208.322.0066

04/18/07



Sports Complex
at East Jr. High
Illustrative Concept Layout 3

Warm Springs



FIELD LAYOUT 3
SCALE 1"=20'

BOISE STATE
UNIVERSITY

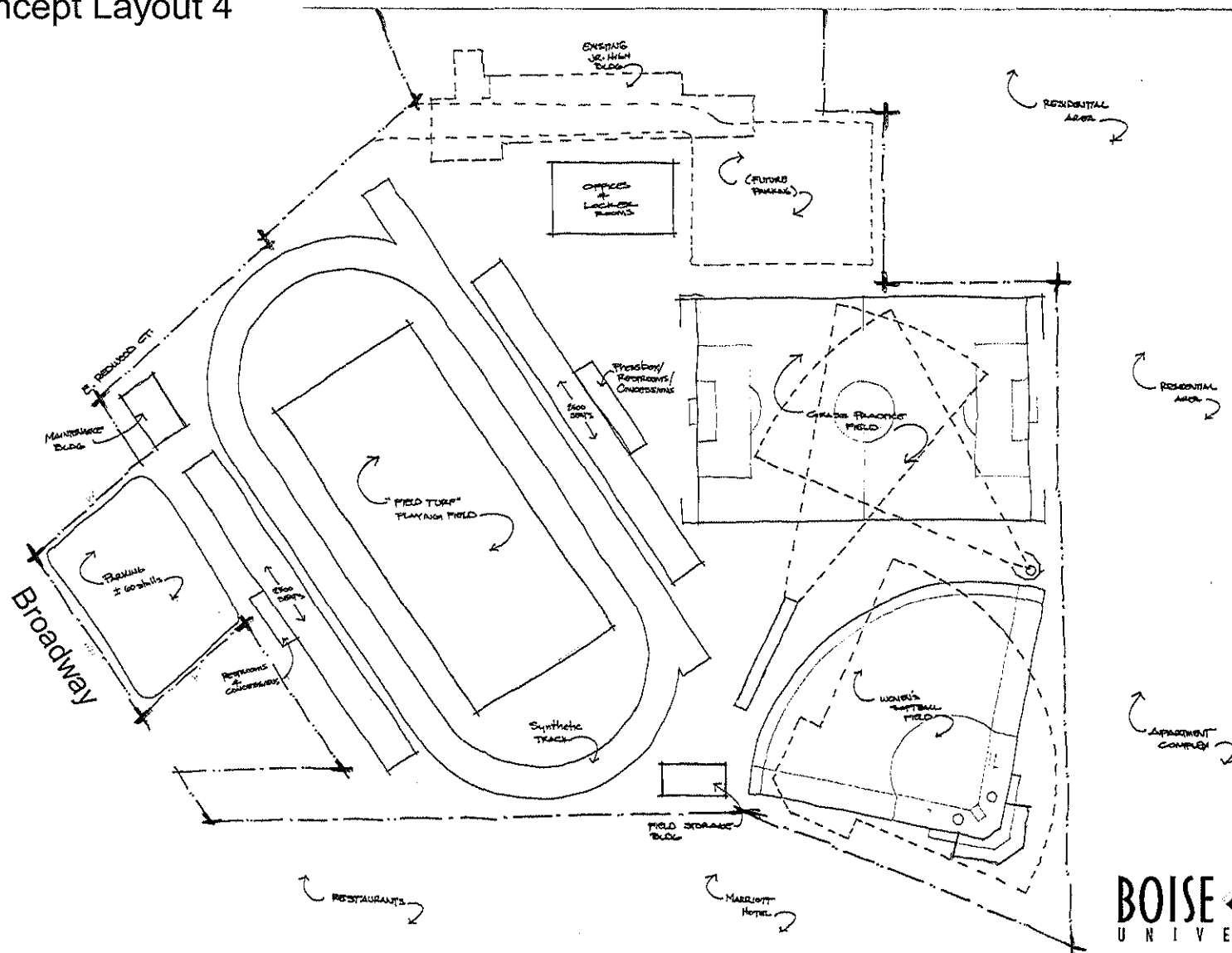
Slichter Architects, PLLC
5611 Ustick Road
Tel 208.658.1679
Boise, Idaho 83704
Fax 208.322.0098

04/18/07

Sports Complex
at East Jr. High
Illustrative Concept Layout 4



Warm Springs



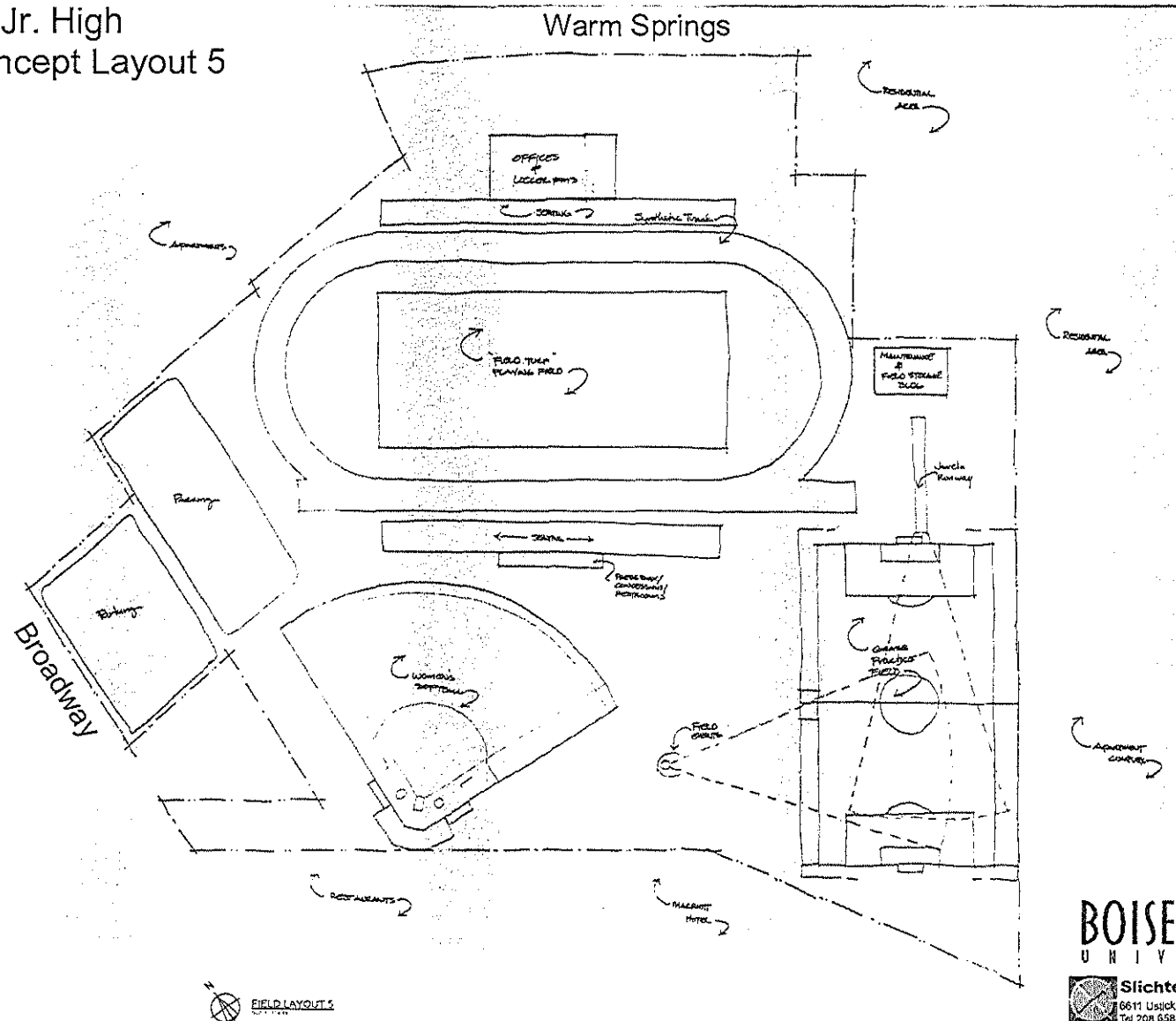
FIELD LAYOUT 4
SCALE: 1" = 100'

BOISE STATE
UNIVERSITY

Slichter Architects, PLLC
6511 Ustick Road
Boise, Idaho 83704
Tel 208.658.1679 Fax 208.322.0098

04/18/07

Sports Complex
at East Jr. High
Illustrative Concept Layout 5



BOISE STATE
UNIVERSITY

Slichter Architects, PLLC
6611 Ustick Road
Boise, Idaho 83704
Tel 208.658.1679 Fax 208.322.0098

04/18/07

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

BOISE STATE UNIVERSITY

SUBJECT

Yanke Family Research Park, Lease Termination and Property Purchase

REFERENCE

February 2008

Board approval to proceed with lease preparation

April 2008

Board approval of lease between University and Foundation

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University entered into a Board approved lease agreement with the Boise State University Foundation in August 2008 for the Yanke Family Research Park located at 220 Parkcenter Boulevard in Boise, Idaho. The Foundation acquired the property in September 2008 as part purchase, part gift from SuperValu. The Park is located on 8.3 acres near the main campus and includes an 80,000 square foot building that houses a number of University programs. In 2008 the land and building were valued at approximately \$10 million.

The terms of that lease required that the University be responsible for all operational costs of the facility, plus provide the Foundation a lease payment equal to the interest-only payment required by the Foundation's property acquisition loan. As annual pledge payments for the building have been received, the Foundation has reduced the loan principal by \$990,000 per year. The last pledged payment is expected in September 2012.

The Foundation's loan on the property will mature on October 14, 2013, and will have a remaining principal of approximately \$2 million. Per the lease agreement between the University and the Foundation, once the Foundation's purchase loan for this property is paid in full, the Foundation will immediately deed the property to the University. The University and Foundation had initially planned to secure donations to pay the \$2 million principal balance of the loan, however, subsequent fundraising efforts were directed at meeting the donation match requirement for the Micron Business and Economics Building. Consequently, no additional gifts or pledges are anticipated.

IMPACT

The University proposes to use institutional reserves to pay the remaining principal of the loan in October 2012 to avoid the interest-only costs for the period from October 2012 to loan maturity in October 2013.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 16, 2012

The University has been responsible for the costs to operate, insure and maintain the facility; therefore approval of this item will not create an additional annual operating expense. Since the University will fund the approximately \$2 million purchase price from institutional funds, no additional debt will be incurred for this transaction.

STAFF COMMENTS AND RECOMMENDATIONS

Board policy V.B.10.b.i. provides that “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” To date this facility has not been eligible for occupancy costs because it is leased by the University, and leased facilities are not considered “eligible space” under the policy. However, upon the University’s purchase of the facility it would become eligible to request occupancy costs.

The University will save approximately \$500,000 by paying off the loan early. This is derived from either 1) interest payments totaling about \$500K for a new \$2M loan, or 2) the sum of all payments on a new 2 year loan would be \$2.5M, less \$2M purchase for a difference of \$500K. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to purchase the Yanke Family Research Park facility located at 220 Parkcenter Boulevard from the Boise State University Foundation for the principal balance of the loan, estimated to be approximately \$2 million, and to direct Board staff to provide written notification of final Board approval to the Governor and the Joint Finance-Appropriations Committee within ten business days pursuant to Board policy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

UNIVERSITY OF IDAHO

SUBJECT

Bank Loan Interest Reduction – Information Item

REFERENCE

June 17, 2010	Regents approval of construction of Kibbie Activity Center Enhancement Project for a total project cost not to exceed \$5,310,000 and approving bridge financing of approximately \$2.9 million.
August 12, 2010	Regents approval of Borrowing Resolution for loan of up to \$2.9 million at an interest rate of 5.0%

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K (Construction Projects) and Section V.F (Bonds and Other Debt).

BACKGROUND/DISCUSSION

Wells Fargo Bank has agreed to revise the interest rate on the bridge loan used to finance the Kibbie Activity Center Enhancement Project from the original rate of 5.0% to 4.25%, with no other changes to the loan terms. The effective date of the change is July 1, 2012. The Kibbie Activity Center Enhancement Project is supported 100% by donated funds. The bridge loan funded completion of construction while the pledges were being collected.

IMPACT

Interest savings from the change are estimated to be approximately \$57,000. The University will pay a small amount of legal fees for document review and preparation.

STAFF COMMENTS AND RECOMMENDATIONS

UI general counsel contacted Board staff to inquire whether this transaction needed prior Board approval. Board staff advised counsel that given that the Board's August 2010 motion to approve capped the rate at 5%, the fact that the rate is being decreased (not increased), and that there are no other changes in the loan terms, this was not a matter requiring approval of the Board. Board staff suggested bringing this as an information item was appropriate.

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

Convey a Deed of Dedication for property owned by the Regents to the City of Moscow to construct and maintain a public sidewalk

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b(3)

BACKGROUND/DISCUSSION

The City of Moscow is proposing to construct an ADA accessible sidewalk between the Palouse Mall and Walmart. The sidewalk would improve safety and accessibility between retail areas and campus residences.

To complete the designed project, the City is seeking permission to construct and maintain a new sidewalk on approximately 332 square feet of Regents property fronting State Highway 8 and the City of Moscow's Hatley Way. The subject property is currently vacant grassy roadside outside the leased premises of Palouse Mall. A portion of the proposed dedication is already within the previously constructed Hatley Way street improvement. The development of the adjoining sidewalk will not impact any existing University of Idaho uses of the property and conveyance of the portion of the property under the existing Hatley Way will provide ownership rights to the City of Moscow for an 800 square foot parcel on which the City's Hatley Way had already been constructed prior to Regents' current ownership.

The University will not pay for any of the improvements nor be responsible for any ongoing maintenance. Dedication of the 0.026 acres of land will accommodate the new sidewalk improvements and existing street improvements in a manner that benefits community pedestrian accessibility and recognizes the City's construction and maintenance responsibility for the small portion of Hatley Way previously constructed on land now belonging to the Regents.

The University did not hire an independent appraisal, but in consideration of the City's construction and maintenance of the existing and proposed public improvements, and the characteristics of the subject property, University staff concluded that the land values determined for an adjoining parcel by an appraisal hired by the University in 2011 represented a sufficient and cost effective estimate of land value to satisfy the disposal requirements of Section 53-335, Idaho Code. Using that 2011 appraisal of a twenty foot strip of property immediately north of the subject property, University staff determined that the dedication would diminish the value to the University's retained parcels by approximately \$4,500. University staff concluded this diminishment is more than compensated by the value of the public improvements benefiting accessibility for

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

students and community members accessing retail areas near campus and reflects improvements consistent with University plans for this commercial area.

IMPACT

The University will not pay any construction costs for this improvement project, nor will it be responsible for ongoing maintenance and repair. The University will not receive payment for the 1,132 square feet of land dedicated to the project; however the University's students and visitors will benefit from the improved pedestrian access to retail areas adjoining campus.

ATTACHMENTS

Attachment 1 - Proposed Deed of Dedication	Page 3
Attachment 2 - Proposed Perpetual Maintenance Agmt	Page 7
Attachment 3 - Map	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the deed of dedication to the City of Moscow in substantial conformance to the forms submitted to the Board in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute such document.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

DEED OF DEDICATION

The University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, by and through its Board of Regents, PO Box 443168, Moscow, Idaho 83844 (hereinafter "GRANTOR") for value received, do hereby convey and dedicate unto CITY OF MOSCOW, IDAHO, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "GRANTEE") for public street, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A portion of those parcels of land owned by the University of Idaho and described in Instruments No.547160 and No.266523, records of Latah County, situated in the southeast quarter of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho, as shown on the attached Exhibit 'A' (Dedication Area), and being more particularly described as follows:

Commencing at the northwest corner of the southeast quarter of said Section 12, said point being marked with a 5/8 inch diameter rebar with yellow plastic cap marked PE/LS 1768; thence along the west line of said southeast quarter, said line also being the westerly line of said parcel described in Instrument No.547160, S01°07'10"W, 1388.42 feet to the POINT OF BEGINNING:

Thence continuing along said west line, S01°07'10"W 40.00 feet; thence N89°56'59"E, 20.00 feet, to the east line of said University of Idaho parcel; thence along said east line N01°07'10"E 22.48 feet; thence leaving said east line, N89°56'59"E 30.82 feet along the northerly right-of-way line of State Highway 8 to the southwest corner of that parcel of land described in Instrument No. 332595; thence along the westerly boundary of said parcel, N01°07'10"E 7.52 feet; thence S89°56'59"W 20.82 feet; thence N01°07'10"E 10.00 feet; thence S89°56'59"W 10.00 feet to a point on the easterly boundary of said parcel described in Instrument No.547160, thence continuing S89°56'59"W, 20.00 feet to the POINT OF BEGINNING.

Containing 1132 square feet, more or less.

IN WITNESS THEREOF, GRANTOR has hereunto set its hand and seal this

_____ day of _____, 2012.

GRANTOR:

REGENTS OF THE UNIVERSITY OF IDAHO

By: _____
Dr. Ronald E. Smith
Vice President, Finance and Administration

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss.
County of Latah)

On this _____ day of _____, 2012, before me, a Notary Public, personally appeared Dr. Ronald E. Smith, in his official capacity of Vice President for Finance and Administration, and agent for the University of Idaho Board of Regents, known to me to be the person named above, and acknowledged to me that he executed the foregoing document.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

GRANTEE:

CITY OF MOSCOW

ATTEST:

By _____
Nancy Chaney, Mayor

Stephanie Kalasz, City Clerk

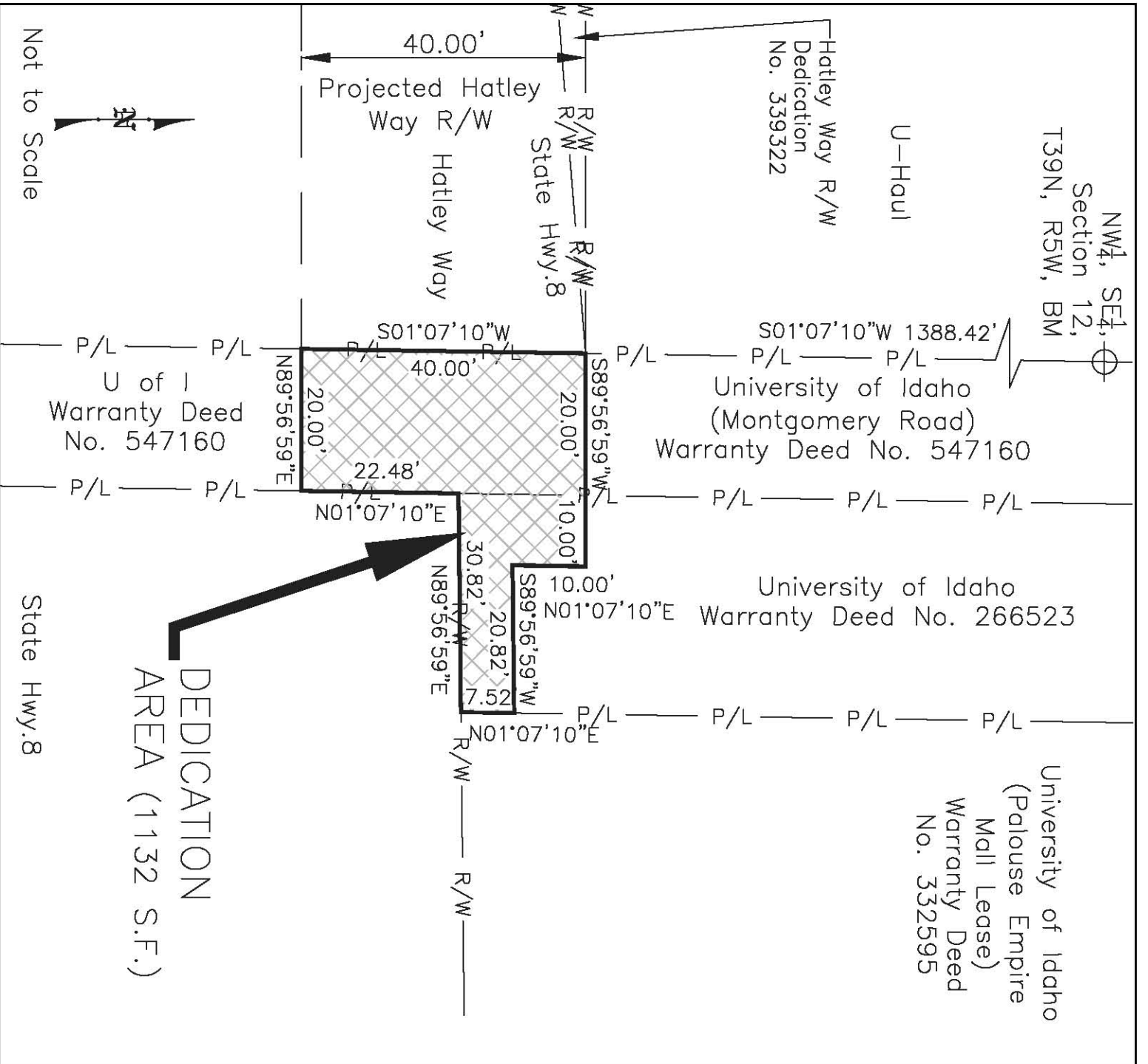


EXHIBIT 'A'

DEED OF DEDICATION

THE REGENTS OF THE UNIVERSITY OF IDAHO

TO THE CITY OF MOSCOW

AUGUST, 2012

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PERPETUAL MAINTENANCE AGREEMENT
BETWEEN THE REGENTS OF THE UNIVERSITY OF IDAHO
AND CITY OF MOSCOW, IDAHO

This Perpetual Maintenance Agreement between the Regents of the University of Idaho and City of Moscow, Idaho (hereinafter "agreement") is made between The University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, PO Box 443168, Moscow, Idaho 83844 (hereinafter "UNIVERSITY") and City of Moscow, Idaho, an municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "CITY").

WHEREAS, the Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho: and

WHEREAS, the City, as a municipal corporation of the State of Idaho, and as such, has the authority to contract and do all the things as allowed by the State which are not specifically prohibited or in conflict with the general laws of the Constitution of the State of Idaho, including the ability to contract and to acquire, whole, lease, and convey property, real and personal, pursuant to Idaho section 50-301: and

WHEREAS, UNIVERSITY has dedicated to CITY a portion of those parcels of land owned by the UNIVERSITY and described in Instruments No.547160 and No.266523, records of Latah County, situated in the southeast quarter of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho, as shown on the attached Exhibit 'A' (Maintenance Area), and being more particularly described as follows:

Commencing at the northwest corner of the southeast quarter of said Section 12, said point being marked with a 5/8 inch diameter rebar with yellow plastic cap marked PE/LS 1768; thence along the west line of said southeast quarter, said line also being the westerly line of said parcel described in Instrument No.547160, S01°07'10"W, 1388.42 feet to the POINT OF BEGINNING:

Thence continuing along said west line, S01°07'10"W 40.00 feet; thence N89°56'59"E, 20.00 feet, to the east line of said University of Idaho parcel; thence along said east line N01°07'10"E 22.48 feet; thence leaving said east line, N89°56'59"E 30.82 feet along the northerly right-of-way line of State Highway 8 to the southwest corner of that parcel of land described in Instrument No. 332595; thence along the westerly boundary of said parcel, N01°07'10"E 7.52 feet; thence S89°56'59"W 20.82 feet; thence N01°07'10"E 10.00 feet; thence S89°56'59"W 10.00 feet to a point on the easterly boundary of said parcel described in Instrument

No.547160, thence continuing S89°56'59"W, 20.00 feet to the POINT OF BEGINNING.

Containing 1132 square feet, more or less; and

WHEREAS, UNIVERSITY and CITY agree that CITY shall be responsible for construction maintenance, repair, replacement, and other care of and for any and all public improvements placed in such Maintenance Area by CITY in perpetuity and without cost to UNIVERSITY: and

WHEREAS, UNIVERSITY and CITY believe it to be in the Parties' best interest to enter into this Agreement.

NOW, THEREFORE, UNIVERSITY and CITY hereby agree as follows:

SECTION 1: PARTIES. The Parties to this Agreement are the Regents of the University of Idaho ("UNIVERSITY"), a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho and City of Moscow, Idaho ("CITY"), a municipal corporation of the State of Idaho.

SECTION 2: AGREEMENT TERM. This Agreement shall be permanent and shall operate in perpetuity, unless otherwise agreed to by the Parties.

SECTION 3: UNIVERSITY AND CITY AGREE. UNIVERSITY and CITY mutually agree that it is beneficial to both parties and the broader community and is an expedient use of CITY'S budget facilities and personnel that City shall, in perpetuity, be financially and contractually obligated for the construction maintenance (including snow removal), repair, replacement, and other care of any public improvement placed in the Maintenance Area shown in Exhibit "A" attached hereto and copied same as if fully transcribed herein.

Each Party assumes all of its own risks of personal injury, bodily injury including death, and/or property damage caused by the negligent acts or omissions of that Party. Except as provided above, CITY shall fully indemnify and hold harmless UNIVERSITY against all claims, which result in whole or in part from the duties and obligations performed pursuant to this Agreement.

SECTION 4: AMENDMENT. This Agreement may be amended by mutual agreement of the Parties. Amendment(s) shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

SECTION 5: OBLIGATIONS RUN WITH THE LAND

It is expressly intended by the Parties that the rights, burdens and restrictions contained in this Agreement shall run with the land and shall bind GRANTOR and GRANTEE, and their heirs, and assigns successors in interests.

GRANTOR:

REGENTS OF THE UNIVERSITY OF IDAHO

By: _____
Dr. Ronald E. Smith
Vice President, Finance and Administration

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss.
County of Latah)

On this _____ day of _____, 2012, before me, a Notary Public, personally appeared Dr. Ronald E. Smith, in his official capacity of Vice President for Finance and Administration, and agent for the University of Idaho Board of Regents, known to me to be the person named above, and acknowledged to me that he executed the foregoing document.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

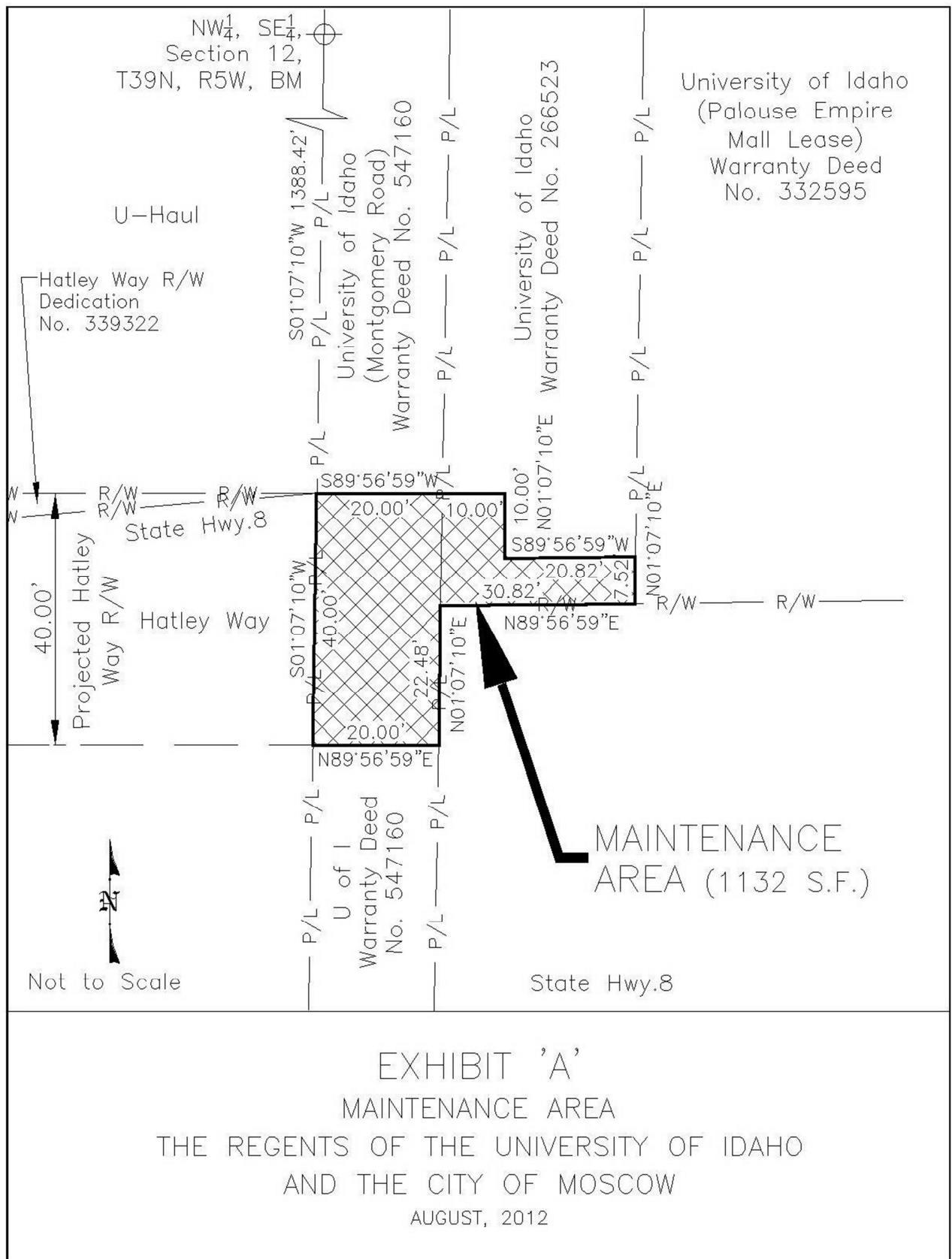
GRANTEE:

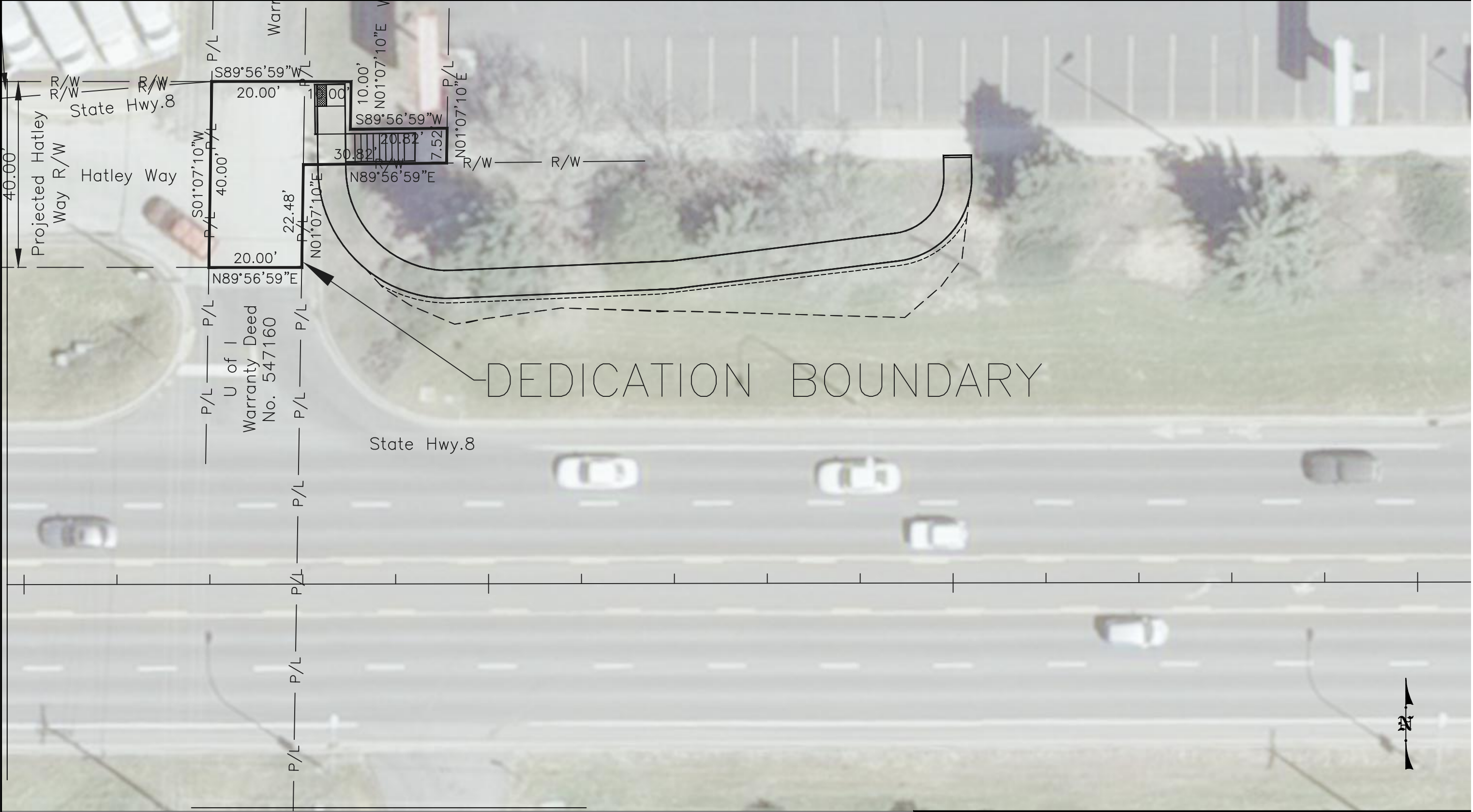
CITY OF MOSCOW, IDAHO

ATTEST:

By _____
Nancy Chaney, Mayor

Stephanie Kalasz, City Clerk





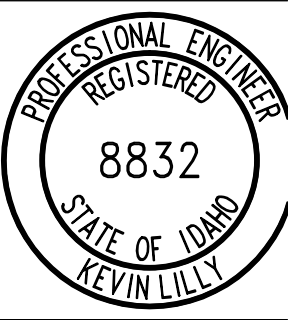
GENERAL NOTES:

- 1. Contractor is responsible for underground locates. Call 811 at least 48 hours prior to excavating.
- 2. All work shall be in accordance with these plans and the project specifications.
- 3. Contractor is responsible for removal and disposal of all spoils materials.
- 4. Initial construction staking will be provided by the City of Moscow.



ENGINEERING DIVISION 221 E. 2ND STREET (208) 883-7034
HATLEY WAY SIDEWALK IMPROVEMENTS 2012
SIDEWALK PLAN & PROFILE
Sheet 2 of 5

Scale: AS NOTED
Date: 6/26/2012
Drawn By: R. Crumley
Checked By: K. Lilly
Revision Date: 6/26/2012



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BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

UNIVERSITY OF IDAHO

SUBJECT

Additional Capital Project Authorization Request, Niccolls Family and Consumer Sciences Building Renovations, Planning and Design Phases

REFERENCE

October 2011	Initial Capital Project Authorization Request, Niccolls Family and Consumer Sciences Building Renovations, Planning and Design Phases. Regular Board Meeting, October 19 & 20, 2011, Business Affairs and Human Resources Agenda, Section II, Item No. 9, page 22 of the approved minutes
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APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

General Background

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

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.

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.

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 a second priority can be achieved within available funds.

Existing Authorization and Status Update

In October of 2011, the University sought and received authorization from the Board of Regents to begin planning and design in the amount of \$150,000.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

In addition, the University worked in collaboration with staff at the Idaho Division of Public Works, under the direction of Tim Mason, to combine the desired programmatic scope of work with an HVAC infrastructure Improvements project funded via the State of Idaho Permanent Building Fund (PBF). Combining the University of Idaho Architectural and Programmatic Renovations effort with the DPW/PBF infrastructure effort will result in a more seamless integration of the two project efforts and should also result in cost savings. The intent of the University to work with the Division of Public Works and to combine these two project efforts together was noted and highlighted as an additional information item in the initial Authorization Request submitted and approved in October of 2011.

Since then, the Division of Public Works issued a Request for Qualifications (RFQ) for planning and design phase architectural services for the combined project scope and joint team of University of Idaho and DPW personnel have selected Castellaw Kom Architects of Lewiston, Idaho for the planning and design phases.

Preliminary Planning and programmatic discussion involving representatives from the University of Idaho, DPW and Castellaw Kom have led to a total scope definition which results in a total project of approximately \$2,600,000. This is an increase over that which was reported in the referenced October, 2011 Authorization request. The increase is the result of two actions:

- The addition of the State of Idaho PBF financed infrastructure project – authorized via the Permanent Building Fund Alteration and Repair Category process.
- Further definition of the second priority need, Improvements to the Child Development Laboratory, and inclusion of those elements into the scope of the project.

The project scope is now:

Item:	Estimate:
Original Anticipated Scope per Oct 2011 Authorization Request	\$ 1,300,000
Infrastructure Scope funded by the State of Idaho PBF	\$ 776,300
Additional Scope, Child Development Laboratory Improvements	\$ 523,700
Total Project Scope/Estimate:	\$ 2,600,000

Authorization Request

This request is for additional 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.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

As stated, the anticipated eventual total project effort – to include the State of Idaho PBF funded infrastructure scope - is valued at \$2,600,000 to include design phase and construction costs and appropriate and precautionary contingency allowances.

Funding for this project will include State of Idaho PBF funds, Gift funds donated to the University and intended specifically for this project, and College funds from the College of Agricultural and Life Sciences (CALS).

The University currently seeks authorization to expend up to 10% of that total project value, or \$260,000, on Planning and Design Phase activities.

Existing Authorization in place is \$150,000, achieved in October, 2011 at the Regular meeting of the Board. This request therefore represents an increase of \$110,000 in planning and design authorization.

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

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 Niccolls 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 \$260,000.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 77,000	Construction	\$ 0
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 260,000
Other (CALS)	\$ 33,000	Contingency	<u>\$ 0</u>
Private	<u>\$ 150,000</u>		
Total	\$ 260,000	Total	\$ 260,000

The overall, projected eventual impact assuming that the desired Construction Phase is eventually authorized upon successful completion of this Planning and Design Phase is \$2,600,000.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The Board previously approved a request from UI to begin planning and design on this project. The scope of the project has expanded due to the addition of state Permanent Building Fund alteration and repair moneys to perform HVAC improvements and inclusion of improvements to the Child Development Laboratory. UI is requesting approval to increase the amount authorized for planning and design. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to supplement the Planning and Design Phase of the Niccolls Family and Consumer Sciences Building Renovations to increase the authorization by \$110,000, to a total authorization of \$260,000. 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.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of August, 2012

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** Additional Capital Project Authorization Request, Niccolls Family and Consumer Sciences Building Renovations, Planning and Design Phases., 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 request represents additional initial project authorization request is for planning and design phase. It also recognizes and informs the Board of the inclusion of the scope of work of DPW 12-253, Niccolls Building HVAC System Improvements. Combining the two efforts into a single project will result in synergies, cost savings, and a more seamless coordination and integration of the two scopes of work. The revised Total Project Cost to include the DPW infrastructure scope and the future construction phase is estimated to be \$2,600,000
- 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: Revised Additional Authorization Request, Planning and Design Phase Only, Including scope of DPW 12-253, Aug 12	\$ 77,000		\$ 33,000	\$ 110,000	\$ 105,000		\$ 5,000	\$ 110,000
Total Project Costs	\$ 77,000	\$ -	\$ 183,000	\$ 260,000	\$ 240,000	\$ -	\$ 20,000	\$ 260,000

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
Revised Additional Authorization Request, Planning and Design Phase Only, Including scope of DPW 12-253, Aug 12	\$ 77,000				\$ 33,000		\$ 33,000	\$ 110,000
							-	-
Total	\$ 77,000	\$ -	\$ 150,000	\$ -	\$ 33,000		\$ 183,000	\$ 260,000

25 * 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

26 ** Project Contingency

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UNIVERSITY OF IDAHO

SUBJECT

Initial Capital Project Authorization Request, Planning and Design Phases, Student Union Building (SUB) Second Floor Renovations and Improvements, University of Idaho, Moscow, Idaho

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1 and Section V.K.3

BACKGROUND/DISCUSSION

This is an initial request for Regent's Authorization to implement a series of Architectural, Mechanical, and Electrical renovations and improvements to the conferencing and meeting center of the University of Idaho on the second floor of the SUB, located on the main campus of the University of Idaho, Moscow, Idaho. This request is based upon an initial Feasibility Study commissioned by the University. It is the second in a series of planned renovations and improvements envisioned by the Feasibility Study, the University having previously completed renovations and improvements to the SUB Ballroom.

Project Description

The University's SUB grew over time in a series of additions and renovations beginning with the university's 1936 acquisition of the Blue Bucket Inn – a facility dating to 1924. The current second floor conferencing and meeting center is housed in an addition constructed in the 1950s. It is now 55 plus years old and there has been little in the way of substantive renovations or improvements since the original construction. Finishes and systems have degraded over time and are in need of update and/or replacement.

In 2005, the University commissioned Ellis-Feeney Architects, Lewiston, Idaho to conduct an initial Feasibility Study for desired Architectural, Mechanical, and Electrical renovations and improvements to the SUB. The study provided a menu of renovation and improvement options to be accomplished in phases and iterations as funding becomes available. Since the receipt of the Ellis-Feeney Feasibility Study in late 2006, the University has worked to identify and set aside sufficient building reserve funds to allow the proposed improvements to proceed.

In 2008, the Board of Regents authorized the University to pursue the first set of improvements generated by the Feasibility Study. A project effort of \$1,300,000 to renovate and improve the SUB Ballroom was completed in December of 2009.

At this time the University is ready to proceed with the planning and design phases only of the second set of renovations and improvements resulting from the Feasibility Study. This anticipated project is similarly sized at \$1,300,000.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

The scope of work is expected to include renovations and improvements to the second floor conferencing and meeting center. The scope will affect the Silver and Gold Room, Chiefs' Room, Borah Theater, additional meeting rooms, the common space and ancillary spaces such as the restrooms, storage and back of house spaces. The work includes renovations and improvements to, flooring, walls and ceiling systems, operable walls and partitions, mechanical systems, and electrical systems.

Authorization Request

This request is for Initial Capital Project Authorization to plan and design renovations and improvements to the second floor conferencing and meeting center of the University of Idaho SUB. This request is sought for the Planning and Design phases only – construction authorization is not being sought at this time.

As stated, 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.

Funding for this project will include University strategic investment funds and reserve funds dedicated to the specific use and intent of providing for the improvements and renovations of the SUB.

The University currently seeks authorization to expend approximately 12% of that total project value, or \$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.

The project is fully consistent with the university's strategic plan, specifically, Goal One, Teaching and Learning Activity, Goal 3, Outreach and Engagement and Goal Four, Community and Culture, and the University's Long Range Capital Development Plan (LRCDP). This project is in alignment with the series of improvements envisioned in the 2006 Feasibility Study and Master Plan for the SUB.

BUSINESS AFFAIRS & HUMAN RESOURCES
AUGUST 16, 2012

IMPACT

Immediate fiscal impact of this effort is \$150,000. The project fund source is University of Idaho Strategic Investment Funds and SUB Reserves set aside for this specific and intended purpose.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	0	A/E & Consultant Fees	130,000
Other (State & UI)	<u>150,000</u>	Contingency	<u>20,000</u>
Total	\$ 150,000	Total	\$ 150,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

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STAFF COMMENTS AND RECOMMENDATIONS

The UI requests approval to proceed with planning and design for certain renovations and improvements on the second floor of the SUB. Fund source for the project will be University funds and SUB reserves. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the planning and design phases of a capital project for second floor renovations and improvements of the Student Union Building in the amount of \$150,000. Approval includes authorization to execute all necessary and requisite consulting, and vendor contracts to fully implement the planning and design phases of the project.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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**Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of August, 2012**

History Narrative

1 Institution/Agency: University of Idaho **Project:** Initial Capital Project Authorization Request, Planning and Design Phases, Student Union Building Second Floor Renovations and Improvements, University of Idaho, Moscow, Idaho

2 Project Description: A series of Architectural, Mechanical, and Electrical renovations and improvements to the Student Union Building (SUB) second floor conference and meeting center, located on the main campus of the University of Idaho, Moscow, Idaho.

3 Project Use: Replaces, upgrades and improves existing Architectural, HVAC and Electrical systems that are at the end of their life cycle. SUB second floor conference and meeting center dates to the mid-1950's and has not seen substantive improvements and renovations.

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	\$ 130,000		\$ 20,000	\$ 150,000
History of Revisions:								
Total Project Costs	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 130,000	\$ -	\$ 20,000	\$ 150,000

History of Funding:	* Other Sources of Funds						
	PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total Other	Total Funding
Initial Authorization Request, Planning and Design Phase Only, August 2012			\$ 150,000			\$ 150,000	\$ 150,000
						-	-
Total	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000	\$ 150,000

* University of Idaho Strategic Investment Funds and Student Union Building (SUB) Reserve Funds set aside for the Renovations and Improvements.

** Project Contingency

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