

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

TAB	DESCRIPTION	ACTION
1	FY 2016 LINE ITEMS	Motion to approve
2	FY 2016 CAPITAL BUDGET REQUESTS	Motion to approve
3	INTERCOLLEGIATE ATHLETIC REPORTS NCAA Academic Progress Rate (APR) Scores	Information item
4	AMENDMENT TO BOARD POLICY Section V.E. – Gifts and Affiliated Foundations - First Reading	Motion to approve
5	AMENDMENT TO BOARD POLICY Section V.T. – Fee Waivers - Second Reading	Motion to approve
6	AMENDMENT TO BOARD POLICY Section V.X. – Intercollegiate Athletics - Second Reading	Motion to approve
7	BOISE STATE UNIVERSITY IDAHO STATE UNIVERSITY UNIVERSITY OF IDAHO Intellectual Property Policies	Motion to approve
8	BOISE STATE UNIVERSITY Collegiate Licensing Company Contract	Motion to approve
9	BOISE STATE UNIVERSITY Alumni and Friends Center Development and Occupancy Agreement	Motion to approve
10	BOISE STATE UNIVERSITY Learfield Contract Amendment	Motion to approve

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TAB	DESCRIPTION	ACTION
11	IDAHO STATE UNIVERSITY Athletic Program Funding Proposal	Motion to approve
12	UNIVERSITY of IDAHO Idaho Law and Justice Learning Center Project	Motion to approve

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AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2016 Line Item Budget Requests

REFERENCE

April 2014 Board approved guidance to the college and universities regarding submission of line item budget requests

June 2014 Board approved FY 2016 line items as presented

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 2016 budget requests at the April and June 2014 Board meetings. At the June 2014 Board meeting, the institutions and agencies presented their Line Item requests. The Board directed the Business Affairs and Human Resources (BAHR) Committee to review the FY 2016 budget line item requests and to report recommendations back to the Board at the August Board meeting. The list of Line Items summarized on page 5 are not listed in priority order. Upon final approval the line items will be included in the institution and agency budget submissions to the Legislative Services Office (LSO) and the Division of Financial Management (DFM).

IMPACT

The approved Line Items will be included with the FY 2016 budget requests and submitted to DFM and LSO for consideration by the Governor for his FY 2016 Budget recommendations and by the Joint-Finance Appropriations Committee for funding.

ATTACHMENTS

FY 2015 Supplemental: Idaho Vocational Rehabilitation..... Page 3
Line Items Summary: College & Universities..... Page 7
Line Items Summary: Community Colleges and Agencies Page 8-9
Occupancy Costs Page 10
Individual Line Items..... Page 11

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:

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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.

Staff recommends approval.

BOARD ACTION

I move to approve the FY 2015 Supplemental Appropriation Request for Idaho Division of Vocational Rehabilitation in the amount of \$555,000 in federal funds as shown on Tab 1 page 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the Line Items for the agencies and institutions as listed on Tab 1 pages 3-5, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to Division of Financial Management and Legislative Services Office on September 1, 2013.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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AGENCY: Office of the State Board of Education	Agency No.: 523	FY 2015 Requested Supplemental
FUNCTION: Vocational Rehabilitation	Function No.: 02	Page _1_ of _3 Pages
ACTIVITY: Basic Grant	Activity No.: 02	Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.02		Title: Additional grant funds			Priority Ranking 2 of 3
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:					0
T/B PAYMENTS:			\$555,000		\$555,000
LUMP SUM:					
GRAND TOTAL			\$555,000		\$555,000

Supports institution/agency and Board strategic plans:

Goal 1 Objective 1

Objective: To provide customers with effective job supports including adequate job training to increase employment stability and retention.

Performance Measure: To enhance the level of job preparedness services to all customers.

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Description:

IDVR is requesting \$555,000 in federal funds spending authority to have a sufficient amount of funds available to pay for assessment, training, tools, education, supplies, transportation, medical and other items to assist people with disabilities prepare for, secure, retain or regain employment. \$55,000 of the funds will be given to the State Independent Living Council (SILC) to assist it in accomplishing their goals and objectives. No General Funds are being requested.

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?**

IDVR is requesting additional federal funds to be able to meet the requirements of the Federal Vocational Rehabilitation Program. In FY 2014 the Division's budget was reduced by \$2 million dollars in federal funds to more accurately reflect what the Division had actually spent on the program in FY 2012. However, services increased by 7% in FY 2013 and by 8% in FY 2014. Without this increase the Division may not be able to meet the current requirements of the Vocational Rehabilitation Program. If that happens then IDVR would need to adjust how the program operates in Idaho and would not be able to serve all those who need service.

1. 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.

None

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.

None

2. 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.).

IDVR has not been using all of the federal funds allocated to the State, but has been reverted available funds back to the Federal Government. The \$555,000 in Federal funds is part of a formula grant and is available to be used for this purpose, but IDVR lacks spending authority for these funds.

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3. 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 allow IDVR to continue to serve all of our customers without limiting available services. In addition, it will allow SILC to meet its goals and objectives.

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

The demand for services has increased for vocational rehabilitation over the past few years and the amount appropriated has not increased. The requested increase will allow the agency to provide the required services. In addition SILC has lost a grant and the additional funds provided by the Vocational Rehabilitation Grant will allow them to continue operating their agency in way to meet their goals and objectives. This request is only for spending authority for federal grant dollars that have already been approved by the Federal Government.

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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STATE BOARD OF EDUCATION
 FY 2016 Line Items - College and Universities

By Institution/Agency	Page	Priority	Institution Specific Initiatives	Complete College Idaho	Deferred Maintenance	Philanthropic Matching Fund	Total
1 System-wide Needs							
Complete College Idaho	11	1		9,174,600			9,174,600
Deferred Maintenance: One-time	29	2			10,000,000		10,000,000
Philanthropic Schol. Matching: One-time	33	3				1,000,000	1,000,000
HERC: Research Infrastructure	37	4	325,000				325,000
2 Boise State University							6,418,300
Salary Competitiveness	41	1	3,709,900				
Campus Security	43	2	1,447,500				
Computer Science Workforce Initiative	45	3	1,260,900				
3 Idaho State University							8,061,600
Salary Competitiveness	47	1	5,107,400				0
Occupancy Costs	10	2	73,700				0
Career Path Internship Match	51	3	1,700,000				0
e_ISU Online Access	55	4	1,180,500				0
4 University of Idaho							5,794,700
Salary Competitiveness	59	1	4,199,300				0
Occupancy Costs	10	2	25,600				0
Employment Readiness Program	63	4	1,322,000				0
Idaho Law & Justice Learning Center	67	5	247,800				0
5 Lewis-Clark State College							1,409,000
Salary Competitiveness	75	1	1,200,000				0
Work College Trial	79	2	209,000				0
			\$ 22,008,600	\$ 9,174,600	\$ 10,000,000	\$ 1,000,000	\$ 42,183,200
6 Total FY15 College & Universities Approp		\$ 251,223,200					
7 Percentage of FY15 Appropriation		16.8%					

STATE BOARD OF EDUCATION
 FY 2016 Line Items - Community Colleges and Agencies

Prio	By Institution/Agency	FY 2015 Appropriation	Page	Priority	FY 2016 Request	Comments
1	Professional-Technical Education	53,079,000			2,594,100	
	State Leadership & Technical Asst.	2,181,100				
	General Programs	11,772,600	87	2	1,009,400	Secondary Added Cost Funding
	Post-secondary Programs	38,148,000	83&91	1 & 3	1,259,700	EITC Data Mgmt System/Adv. Manu. Prog.
	Dedicated Programs		95	4	325,000	Agricultural & Natural Resources Education
	Related Services	977,300				
2	Community Colleges	32,978,500			4,917,000	
	College of Southern Idaho	12,265,300			1,210,000	
	Complete College Idaho		99	1	1,000,000	
	Achievement Based Software		105	2	100,000	
	Institutional Researcher		109	3	110,000	
	North Idaho College	10,341,100			1,930,200	
	Complete College Idaho		113	1	1,000,000	
	Data System Analyst/Developer		119	2	112,500	
	Security Measures		121	3	620,000	
	Electronic & IT Coordinator		123	4	197,700	
	College of Western Idaho	10,372,100			1,776,800	
	Complete College Idaho		127	1	996,800	
	Math Learning Lab		135	2	535,000	
	Weapons on Campus		139	3	245,000	
3	Agricultural Research/Extension	26,453,700			1,510,000	
	Personnel and Operating Expenditures		143	1	1,510,000	
4	Health Education Programs	11,355,700			2,065,300	
	W-I Veterinary Education	1,951,300				
	WWAMI Medical Education	3,962,000			652,700	
	Continue Five Seats Year 3 of 4		149	1	186,300	
	Continue Five Seats Year 2 of 4		151	2	180,300	
	Year 1: Five new seats		153	3	286,100	
	IDEP	1,505,600				
	Univ. of Utah Med. Ed.	1,333,600				
	Family Medicine Residencies	2,241,800			681,300	
	Idaho State University FMR		157	1	90,000	ISU Residency Support
	Family Medicine Residency of Idaho		161	1	411,300	Increase State Support
	Kootenai Health FMR		165	1	180,000	Kootenai Residency Support
	Boise Internal Medicine Residency	240,000				
	Psychiatry Residency	121,400	169	1	78,600	Increase State Support

STATE BOARD OF EDUCATION
 FY 2016 Line Items - Community Colleges and Agencies

Prio	By Institution/Agency	FY 2015 Appropriation	Page	Priority	FY 2016 Request	Comments
5	Special Programs	9,346,400			5,042,900	
	Forest Utilization Research	887,100			268,500	
	Forest Resource Economist		173	1	111,600	
	Rangeland Resource Management Analyst		177	2	107,900	
	Forest Resource Analyst		181	3	49,000	
	Geological Survey	821,100	185	1	120,100	Landslide inventory and hazard research
	Scholarships and Grants	6,723,400			4,322,700	
	GEAR UP		189	1		Federal funds only: \$852,300
	Opportunity Scholarship		193	2	4,322,700	
	Museum of Natural History	503,900	197	1	33,500	
	Small Bus. Development Centers	260,500	201	1	298,100	Business Development
	TechHelp	150,400				
6	Office of the State Board of Education	2,289,200			130,800	
	Charter Commission Program Manager		207	1	130,800	
	State Authorizers Reciprocity Spend Auth.		211	3		Proprietary school funds only: \$21,000
7	Idaho Public Television	2,200,700	215	1	355,700	Idaho Experience
8	Vocational Rehabilitation	7,493,900			147,000	
	Vocational Rehabilitation	3,398,100			57,200	
	Counselor Salaries		219	1	57,200	
	Additional grant funds		223	2		Federal funds only: \$1,200,000
	Community Supported Employment	3,896,500				
	Council for the Deaf/Hard of Hearing	199,300	225	3	89,800	Communication/Outreach
9	Total	\$ 145,197,100			\$ 16,762,800	

STATE BOARD OF EDUCATION
FY 2016 Budget Request
Colleges & Universities
Calculation of Occupancy Costs

1 Institution/Project	2 Projected Date of Occupancy	3 % of Use for Non-Aux. Education	4 Gross Sq Footage	5 Non-Aux. Sq Footage	(1) Custodial Costs				(3) Utility Estimate	(4) Maintenance Costs		(5) Other	Total Occ Cost	% qtrs used in FY16	Revised FY16
					FTE	Sal & Ben	Supplies	Total		Repl Value	Cost@1.5%				
IDAHO STATE UNIVERSITY															
4 Meridian Facility - Lab/Office Space	July-15	100%	14,394	14,394	0.55	19,300	1,400	20,700	24,500	1,100,000	16,500	12,000	73,700	100%	73,700
					0.55	19,300	1,400	20,700	24,500		16,500	12,000	73,700		73,700
University of Idaho															
9 Aquaculture Research Institute Lab	December-15	100%	7,500	7,500	0.29	10,200	800	11,000	12,400	1,100,000	16,500	6,700	46,600	55%	25,600
					0.29	10,200	800	11,000	12,400		16,500	6,700	46,600		25,600

* Leased space on Capitol Mall

19 (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
20 (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.	
21 Benefit rates as stated in the annual Budget Development Manual; workers comp rates reflect institution's rate for custodial category		
22 Salary CU: \$19,635.00 CC: \$18,700.00		
23 Benefits	(5) Other:	
24 FICA	IT Maintenance	1.5000 GSF
25 SSDI salary to \$110,100 6.2000% x salary	Security	0.2200 GSF
26 SSHI 1.4500% x salary	General Safety	0.0900 GSF
27 Unemployment Insurance 0.3000% x salary	Research & Scientific Safety Costs	0.5000 GSF
28 Life Insurance 0.6750% x salary	Total	2.3100
29 Retirement: PERSI 11.3200% x salary	Too High - Used 1/3	0.7700 GSF
30 Workmans Comp x salary	Landscape Greenscape	0.0003 CRV
31 Sick Leave 0.6500% x salary	Insurance Costs	0.0005 CRV
32 Human Resources	Total	0.00080 CRV
33 20.5950% per position		
34 Health Insurance \$10,550.00		
35 Supplies 0.10		
36		

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: State Board of Education

Agency No.: 510

FY 2016 Request

FUNCTION: System-wide Needs

Function No.: 01

Page ___ of ___ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

A: Decision Unit No: 12.01		Title: Complete College Idaho			Priority Ranking 1 of 4
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.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	\$9,174,600				\$9,174,600
GRAND TOTAL	\$9,174,600				\$9,174,600

The Board-approved Complete College Idaho plan is comprised of five key strategies. Within each of the key strategy are specific initiatives which are in various stages of development and deployment.

1. Strengthen pipeline
 - a. Ensure college and career readiness
 - b. Develop intentional advising that links education with careers
 - c. Support accelerated secondary to postsecondary and career pathways
2. Transform remediation
 - a. Implement college and career readiness education and assessments
 - b. Develop a statewide model for transformation of remedial placement/support
 - c. Provide three model options: co-requisite, emporium, accelerated
3. Structure for success
 - a. Strong, clear, and guaranteed statewide articulation and transfer options

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- b. Default program, curriculum options
- c. Package certificates and degree programs for accelerated completion
- d. Adult reintegration/near completers
- e. Cost effective delivery option for students in Eastern Idaho
- f. Early warning system
- 4. Reward progress and completion
 - a. Establish metrics and accountability tied to institutional mission
 - b. Recognize and reward performance
 - c. Redesign the State's current offerings of postsecondary financial aid
- 5. Leverage partnerships
 - a. Strengthen collaborations between education and business
 - b. College Access Network
 - c. STEM education

The line items addressing the CCI strategies and initiatives are as follows:

	<u>Strategy/Initiative</u>	<u>Page</u>
Boise State University		
• Enhance full-time faculty	1.a, b, c, 2.a, 3, 5.a, c	9
Idaho State University		
• Bengal Bridge	1.a, c, 2.a, b, c	13
University of Idaho		
• Advising	1.b	17
Lewis-Clark State College		
• Student Success	1, 3, 5.c	21

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AGENCY: Boise State University

Agency No.: 510

FY 2016 Request

FUNCTION: System-wide Needs

Function No.: 01

Page 1 of Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No.

A: Decision Unit No: 12.xx		Title: Enhance full-time faculty			Priority Ranking x of x
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	82.0				82.0
PERSONNEL COSTS:					
1. Salaries	\$2,412,000				\$2,412,000
2. Benefits	1,438,200				1,438,200
3.					
TOTAL PERSONNEL COSTS:	\$3,850,200				\$3,850,200
OPERATING EXPENDITURES by summary object:					
Operating Expenditures	\$210,000				\$210,000
TOTAL OPERATING EXPENDITURES:	\$210,000				\$210,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$4,060,200				\$4,060,200

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 identifies needs associated with ensuring the success of the State Board of Education 60% goal. The key strategies include increasing capacity in degree programs with high student demand, remove existing bottlenecks to degree progression and graduation, increase course offerings at night and on the week-ends, add faculty lines to significantly increase course sections per year, and to reduce reliance on part-time adjunct faculty.

2. What resources are necessary to implement this request:

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This request is for funds to hire 20 faculty tenure track faculty lines, 7 new clinical faculty lines, convert 36 existing part-time adjunct positions to full-time lecturer positions, hire 5 academic advisors and to hire 14 academic support staff. Knowing that Boise State University needs to produce approximately 3,400 Baccalaureates in 2020 to meet the State Board of Education's 60% goal, a strong emphasis must continue to ensure significant improvement in graduation and retention rates. In addition, enrollments in general must increase. This requires new faculty to grow the capacity and reduce scheduling conflicts that are impeding students' progress towards graduation. The university conducted a survey of graduation students and the results show that more than 1 in 5 students graduating with a bachelor's degree had to delay graduation due to course availability. (See included appendix for detailed report).

There are bottlenecks in both lower and upper division courses. Converting part time adjunct positions into permanent Lecturer lines will help with the lower division bottleneck problem. The university has been converting adjunct lines to lecturer positions over the past few years, and must continue to do so as part of the CCI goal. An adjunct conversion to lecturer requires some additional funding for salary costs, although the biggest cost is the addition of health care benefits. The heavy reliance on adjunct faculty to teach lower division courses is no longer the workable low-cost solution it once was.

The bottlenecks in upper division courses would be addressed by hiring clinical faculty and tenure track faculty. Tenure tract faculty are required to teach upper division courses. The resources requested for this line item are for salary and benefit related costs.

Five new professional advisors are requested to increase students' access to advisors and to help with course scheduling. There is a high correlation to student success and graduation rates when proactive advising is used, and improving graduation rates is a key strategy.

Fourteen academic staff additions would increase cost efficiency in academic departments. Currently department chairs perform several tasks better suited for staff. This funding would allow academic chairs the necessary time to devote to student recruitment, advising, faculty development and program and curricular assessments, design and upgrades.

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 request is for State general account 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?

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The success of this initiative will serve Idaho residents and is intended to create a better educated population that will enhance the economy and standard of living for Idahoans.

5. If this is a high priority item, list reason non-appropriated Line Items from the FY2015 budget request are not prioritized first.

This request was included in the FY 2015 request. The total request was for 102 positions for a total of \$6.9M. The Legislature appropriated \$1.379M. Some funding from increased student tuition and fee revenues have been devoted to the initiative, although there remains a large unfunded need.

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AGENCY: Idaho State University
 FUNCTION: General Education
 ACTIVITY: COMPLETE COLLEGE
 IDAHO—BRIDGE PROGRAMS

Agency No.: 513
 Function No.: 1000
 Activity No.:

FY 2014 Request
 Page 1 of 6 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.xx		Title: Bengal Bridge			Priority Ranking x of x
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	\$171,000				\$171,000
2. Benefits	317,600				317,600
3. Group Position Funding (adjunct faculty, instructor release time, and part-time employees)	1,090,400				1,090,400
TOTAL PERSONNEL COSTS:	\$1,579,000				\$1,579,000
OPERATING EXPENDITURES by summary object:					
1. Travel	\$32,000				\$32,000
2. Materials/Supplies	105,200				105,200
TOTAL OPERATING EXPENDITURES:	\$137,200				\$137,200
CAPITAL OUTLAY by summary object:					
1. PCs/workstations (desks, chairs, network connections, etc.)	\$1,534,800				\$1,534,800
TOTAL CAPITAL OUTLAY:	\$1,534,800				1,534,800
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$3,251,000				\$3,251,000

Supports institution/Agency and Board Strategic Plans:

The proposed programs support key strategies identified in the State Board of Education and Idaho State University strategic plans. In particular the bridge programs will significantly advance those strategies associated with Complete College Idaho and the Board's 60% goal by transforming remediation and creating a bridge to college for underprepared students.

ISU Goal 2: ACCESS AND OPPORTUNITY – provides opportunities for students with a broad range of educational preparation and backgrounds to enter the university and climb the curricular ladder so that they may reach their intellectual potential and achieve their goals and objectives.

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ISU Goal 4: COMMUNITY ENGAGEMENT AND IMPACT – Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region. It benefits the economic health, business development, environment, and culture in the communities it serves.

SBOE Goal 1: Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 education system.

SBOE Goal 2: Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

SBOE Goal 4: Improve the ability of the educational system to meet the educational needs and allow students to efficiently and effectively transition into the workplace.

Complete College Idaho:

- Transform remediation by developing strategies and goals to improve remediation and general education delivery.

Performance Measure:

The following are ISU's performance measures linked to Transforming Remediation and General Education:

Increase bridge program participation by 5%; increase bridge program courses by 3%; increase the number of internship opportunities by 5%; increase workforce placement of Business graduates by 3%; increase the number of general education online courses by 5% per year; establish a campus-wide testing center to support online programming; increase the percentage of first-time full-time freshmen advancing to second year; establish a peer monitoring program for students who have not declared majors; increase tutoring and other services for Native American students.

Description:

Transforming Remediation at Idaho State University

1. Remediation Transformation

- Idaho State University will hire a Remedial Specialist who will provide training to Mathematics, English, and Academic Skills instructors in order to create new Co-Requisite and Emporium Model courses. In particular, this will expand ISU's implementation of data-driven best practices as identified by Complete College America through the use of the Co-Requisite Model within English and mathematics "plus" courses and the Emporium Model for targeted at-risk students. An Emporium (computer) Center will be created and staffed by undergraduate and graduate students and adjunct instructors.
 - Costs: Salary, \$57,000 Benefits, \$22,270, Group Position Funding, \$400,000; Benefits, \$92,000; PCs/workstations (desks, chairs, network connections, etc.), \$767,400
 - TOTAL: \$1,338,670

2. Bridge Programs

- Idaho State University will institute targeted Bridge Programs that will address specific developmental needs for special populations, including STEM, Native American and other populations.
- Each year Idaho State University enrolls approximately 360 first-time full-time freshmen who are underprepared or in need of remediation. These students are often first-generation college students and underrepresented minorities. A summer bridge program will provide these at-risk students a jumpstart on the academic year by allowing them to complete key courses while learning more about the university. The ultimate goal is to increase retention through better preparation.
- This past summer (2013), the University piloted a bridge program that involved a cohort of 30 students completing three academic courses: a remedial course (e.g. basic writing or basic math); a general education course (e.g. Psychology); and a university orientation course (providing resource information in areas like financial aid, advising, and college learning strategies). The average cumulative GPA for the program was 3.39 and 24 (80%) enrolled in the Fall 2013 semester.
- This same general format, with the inclusion of Co-Requisite Model courses, will be used for an expanded summer bridge program accommodating approximately 200 students. Students would be grouped in common interest cohorts of 25 with each cohort taking up to three academic courses during summer term. Students would choose from a variety of general education courses thereby having the opportunity to explore an area of study that might interest and engage them. The university orientation course provides critical support for students by offering college learning strategies and other key tools that can be applied concurrently to their general education course. The remaining Co-Requisite course in either mathematics or English would prepare these students for greater success in future courses in their academic careers.
- The expanded summer bridge program would require a director to manage the operation of the program, including recruitment, advising, data collection and analysis.
- Additional targeted bridge programs will be implemented for students in STEM disciplines and underserved and at-risk populations. The College of Science and Engineering will implement its cohort program for pre-med and engineering students.
- The College of Technology is currently offering the START (Successful Transitions and Retention Track) bridge program to recruit, prepare, and retain GED graduates in post-secondary education. This program has been funded through a pilot grant from the Albertsons Foundation Continuous Enrollment initiative. The START bridge program has been notably successful in retaining this important target population, with a 67.4% overall persistence rate for adult learners transitioning into post-secondary education. The semester to semester persistence rate of the START bridge program is 83.1% from 1st to 2nd semester, 86.7% from

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2nd to 3rd semester, and 62% from 3rd to 4th semester. The national rate for GED persistence in post-secondary education is between 13% to 19%.

- The request includes funding for a director, adjunct faculty supplemental instruction, and tutors, as well as supporting operational costs including travel to Shoshone-Bannock High School and surrounding rural areas.
 - Costs: Salaries, \$57,000; Benefits, \$22,270; Group Position Funding (adjunct faculty and tutors), \$390,400; Benefits, \$89,790; Travel, \$12,000; Materials and Supplies, \$57,200
 - TOTAL: \$628,660

Instituting LEAP and Transforming General Education at Idaho State University

1. Testing Center for Online Delivery and Online Security (IT needs)

- Idaho State University will establish a testing center on campus to support online and traditional instruction. This would help address issues of course integrity and academic dishonesty in online offerings and allow testing for face-to-face classes, make-up exams, and similar uses.
 - Costs: Group Position Funding (staff and students) \$100,000; Benefits, \$23,000; PCs/workstations (desks, chairs, network connections, etc.), \$767,400.
 - TOTAL: \$890,400

2. General Education Specialist

- Idaho State University will hire a General Education Specialist to support full implementation of AAC&U's LEAP initiative. This initiative embraces a 21st-Century definition of education, which includes essential learning outcomes, high-impact educational practices, authentic assessments, and inclusive excellence. Implementation will include training, travel, and stipends for faculty.
 - Costs: Salary \$57,000; Benefits, \$22,270; Group Position Funding, \$200,000; Benefits, \$46,000; Travel, \$20,000; Materials and Supplies, \$48,000
 - TOTAL: \$393,270

GRAND TOTAL: \$3,251,000

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AGENCY: College & Universities

Agency No.: 510

FY 2016 Request

FUNCTION: University of Idaho

Function No.: 04

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

A: Decision Unit No: 12.xx		Title: Intensive Academic Advising Program			Priority Ranking x of x
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	15.0				15.0
PERSONNEL COSTS:					
1. Salaries	\$675,000				\$675,000
2. Benefits	284,000				284,000
3. Group Position Funding – Stipends					
TOTAL PERSONNEL COSTS:	\$959,000				\$959,000
OPERATING EXPENDITURES by summary object:					
1. Travel					
2. Operating	\$75,000				\$75,000
TOTAL OPERATING EXPENDITURES:	\$75,000				\$75,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,034,000				\$1,034,000

Supports institution/agency and Board strategic plans:

Idaho State Board of Education Goal 1 Objective A: Access

More advising resources, better deployed, will reduce the concerns many students and parent have regarding the big step of leaving home to attend college.

Idaho State Board of Education Goal 1, Objective B: Higher Level of Educational Attainment

More advising resources, applied in a more intense manner, will enable students to move through their undergraduate programs with fewer “wrong turns”; with more clarity about the steps to degree attainment; and with a better opportunity to complete the degree within four years – thereby reducing overall cost to the student.

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Idaho State Board of Education Goal 1, Objective C: Adult Learner Re-integration

Advising resources, available early in the enrollment inquiry stage, would be able to reduce the concerns of adult learners seeking to return for a higher education degree and would provide the access to degree planning support to enable these older students to move effectively and efficiently through the programs to meet their higher education goals.

Idaho State Board of Education Goal 3, Objective A: Cost Effective and Fiscally Prudent

Enhanced, effective advising, building on our already effective 120 credit hour undergraduate degree programs, should enable more students to complete their degree, and do so in less time as well. This would result in a more efficient, cost-effective delivery of academic programs.

Performance Measure:

Increased first-to-second year retention rates; increased four year graduation rates and increase in overall six year graduation rates.

Description:

Comprehensive, appropriate and timely undergraduate advising is a proven method for increasing undergraduate student retention and graduation rates and for improving the quality of and satisfaction with a student's undergraduate experience. While currently funded for traditional levels of undergraduate student advising, these requested funds would enable the University of Idaho to move to the more intensive advising levels that are characteristic of institutions that routinely exceed their projected retention and graduation rates.

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 is requesting funding for 15 additional undergraduate student advising staff – to be distributed among the 8 undergraduate colleges and the central advising office.

2. What resources are necessary to implement this request? None beyond 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

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should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

In order to accomplish these additional services without further increasing undergraduate tuition to cover the costs, this request is for full funding from state General Funds. If successful in receiving these additional funds, the university would likely be eligible for other grant and gift support to further enhance the program operating budgets and facilities.

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 request serves undergraduate students. If the request is not funded, the university will continue to serve its undergraduate students with traditional and adequate levels of student advising – the university and students would, however, miss the opportunities provided by a more intensive advising program.

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

Intensive Academic Advising Program

An intensive, effective and, sometimes intrusive, academic advising program has been proven to be a positive contributor to student retention and completion of academic degrees in a timely manner. It can also be an effective tool for reassuring both students and their parents – where the students feel “at risk” in taking on higher education away from home – that the institution is looking out for the student’s best academic interests in terms of managing new study skills, in time management and in the appropriate course selection for degree progress.

While the University of Idaho was able to maintain full and effective support for our direct instructional functions during the past 5 years of difficult finances, thereby assuring that students could find ready access to the courses they needed for graduation, other key student support areas could not be maintained at or raised to the necessary levels to meet current educational best practices. With the positive effects of our change to a 120 credit hour graduation requirement for most of our programs – positive in the fact that many more students are completing their bachelor’s degree in the traditional four years – there is a need to focus more attention on a fully supportive advising environment that will enable students to make the course selections that are necessary in order to complete their degrees in this shorter time frame.

While the University provides a reasonable and traditional level of student advising at present, the increasing population of students who are enrolling in higher education, without the level of academic preparation of previous populations, has created new demands for more intensive advising services in order to ensure these student’s

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success. As initiatives like Complete College Idaho successfully reach out to new groups of students who will be First Generation college attendees, and as institutions continue to see a growing number of students who need counseling for psychological issues, a broader support network is needed to help these individuals transition to the rigors of a college education. This proposal would move the University of Idaho toward the levels of student support that are proving to be effective at peer institutions for meeting these student advising challenges.

This request is for 15 full time student advisor positions, with salary, benefits and modest operating budgets for each position. This would enable us to enhance the advising function in each of our colleges as well as strengthen the central advising functions that could address special populations across all academic units.

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AGENCY: Lewis-Clark State College
 FUNCTION: General Education
 ACTIVITY: Complete College Idaho

Agency No.: 511
 Function No.:
 Activity No.:

FY 2016 Request
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 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.XX		Title: Student Success			Priority Ranking x of x
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	11.0				11.0
PERSONNEL COSTS:					
1. Salaries	\$509,000				\$509,000
2. Benefits	221,400				221,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$730,400				\$730,400
OPERATING EXPENDITURES by summary object:					
1. Instructional Materials	\$27,000				\$27,000
2. Supplies	23,000				23,000
3. Program Expenses	16,000				16,000
TOTAL OPERATING EXPENDITURES:	\$66,000				\$66,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation (11)	\$33,000				\$33,000
TOTAL CAPITAL OUTLAY:	\$33,000				\$33,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$829,400				\$829,400

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.

Performance Measure:

Percentage of new full-time students returning (or graduated) for second year in an Idaho public institution.

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Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring on academic year or more of student.

Postsecondary unduplicated awards (certificate of one academic year or more) as a percentage of total student headcount.

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.

Performance Measure:

Percentage of students participating in internships

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

Performance Measure:

Percentage of first-time students from public institution teacher training programs that pass the Praxis II.

Description:

The eleven (11) positions and associated support funds sought in this line item request directly support the Academic and Student Affairs tasks, the strategic initiatives of Lewis-Clark State College, and attainment of the State Board of Education's Complete College Idaho initiative and goals. The funds will be used to recruit and retain highly qualified faculty and staff to support student success.

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.

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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?

Six faculty positions and five student support positions to directly impact student learning and retention at LCSC are requested. The funds will be used to recruit and retain highly qualified faculty and staff to support student success.

The six faculty positions are in general education and primary emphasis areas. Those in Natural Sciences and Humanities (English and communications) would provide much needed support to general education areas that have been impacted tremendously by growth in student numbers, as in the pre-professional/ professional programs. They, along with the Business position, would also support growth in our revitalized Interdisciplinary Studies degree which has a strong online component. The Kinesiology/ Exercise Science is in support of our one approved FY16 baccalaureate program from the Five-Year plan.

Five support positions are also requested. Increased enrollments have strained our faculty advisors. 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 request funding for two additional program advisors to support the Academic Programs areas with retention and to facilitate transfer of community college students to LCSC for 4-year degree completion. As a mechanism for assisting students in the school-to-work transition and consistent with our Strategic Plan, we request an Internship Coordinator who can network with employers and agencies in our region for meaningful hands on learning experiences for students.

The final two support positions are in Student Affairs. The first is a Veteran's Advisor to more fully serve our veteran population. The final requested position is for a Director of Student Engagement. This position would be charged with 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.

Instructors or Assistant Professors (6): \$48,000 to \$50,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2016; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Program Advisors (2): \$37,000 + fringe & health insurance; professional exempt employees; support students and faculty in an advising capacity.

Internship Coordinator (1): \$55,000 + fringe & health insurance; professional exempt 11-12-month employee; facilitate student internship experiences in the region.

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

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Orientation. These activities are currently being managed by other units. Consolidation into one unit will provide operational efficiency and consistency. Veterans' Advisor (1):\$38,000 + fringe & health insurance; professional exempt employee; coordinate benefits of returning veteran to facilitate degree completion.

- 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: \$66,000 - instructional materials, supplies, direct program expenses

Capital: \$33,000 - 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 assumption(s) (e.g. anticipated grants, etc.).

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 the instructional and support staff positions. The general education credit load at LCSC has been assigned to the Natural Sciences, Humanities and Social Sciences Divisions. Collectively this group, including many adjunct instructors, delivers a significant number of student credit hours, serving all students at the college in some capacity. As enrollment continues on an upward trajectory, 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 bottlenecks by not having critical sections available for pre-professions and other majors.

The Director of Student Engagement 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.

If the request is not funded, we continue to have bottlenecks in pre-professions courses, are limited in the number and types of interdisciplinary degree offerings available, and do without resources known to support student persistence, retention and success.

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

Portions of this request were included in FY2011 through FY2015 line item requests. In FY15, 20% of LCSC's CCI request was funded; the FY16 request represents the balance of earlier requests, along with 5-year plan needs.

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AGENCY: Systemwide Needs
FUNCTION: General Education -
Instruction

Agency No.: 510

FY 2016 Request

Function No.:

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 Original Submission X or
 Revision No.

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.02		Title: Deferred Maintenance One-Time			Priority Ranking 2 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries and benefits					
2.					
3.					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Deferred Maintenance OT	\$10,000,000				\$10,000,000
TOTAL CAPITAL OUTLAY:	\$10,000,000				\$10,000,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$10,000,000				\$10,000,000

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?

In January 2013 the Legislative Services Office (LSO) published an information paper on Deferred Maintenance. In addition to the conclusion that the institutions do not have the funding to support their annual needs, the study determined the institutions' Permanent Building Fund Alteration and Repairs request had grown by \$18.7 million during the past two years to a total of \$53.65 million in FY 2014.

In the intent language of the FY 2014 Division of Public Works (DPW) appropriation bill (HB 313), the Legislature declared that the four institutions have significant deferred maintenance needs that cannot be met with the existing revenue available in the Permanent Building Fund and that each institution's annual maintenance and

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repair needs greatly exceed available funding from current state or institution resources.

The College and Universities received additional one-time funding in FY 2014 and FY 2015 through the DPW appropriation for deferred maintenance allocated to the four institutions as follows:

	<u>FY 2014</u>	<u>FY 2015</u>
BSU	\$ 3,750,000	
ISU	3,750,000	
UI	3,750,000	
LCSC	<u>1,250,000</u>	<u>\$2,000,000</u>
Total	\$12,500,000	\$2,000,000

The LSO study also determined that collectively the institutions reported a range of \$674 million to \$764 million in deferred maintenance needs. While the institutions each define and quantify deferred maintenance a little differently, it is indisputable that the need exponentially exceeds currently available funding. A five year history of funding for Alteration and Repair (A&R) projects is shown below:

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
BSU	\$2,920,000	\$2,636,120	\$2,434,000	\$2,313,000	\$4,241,000
ISU	2,848,825	2,674,525	2,418,100	2,013,236	3,941,436
UI	2,876,000	2,812,600	2,449,800	2,539,425	6,967,500
LCSC	750,000	630,000	578,000	445,000	925,000
Total	\$9,394,825	\$8,753,245	\$7,879,900	\$7,310,661	\$16,074,936

This request is for \$10,000,000 in one-time capital outlay to continue to address the significant deferred maintenance backlog at the four public 4-year institutions. These funds would not be used to construct or purchase new buildings and it is the Board's desire that these funds not supplant appropriations from the Permanent Building Fund for A&R projects.

Each year agencies and institutions submit a list of high priority A&R projects to DPW. The dollar value of the projects submitted by each institution exceed the funding historically received, so DPW staff work with the institutions to fund as many projects as possible in any given year. Since there is already an established process in place whereby A&R projects are submitted and vetted by DPW and the Permanent Building Fund Advisory Council, the Board would like to leverage the

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process whereby requested funding would simply be used to fund more projects on the (A&R) list.

2. What resources are necessary to implement this request:

\$10,000,000 in one-time capital outlay is needed to help address the institutions' deferred maintenance backlog.

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 request is for one-time 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 LSO study also reported the institutions have used most of the student facility fees for construction or to pay bond debt for their facilities. Very little is used for maintenance and repairs, and the capacity to increase fees is limited. Providing one-time deferred maintenance funds will reduce the need to increase student fees and thereby maintain access to higher education in Idaho.

5. If this is a high priority item, list reason non-appropriated Line Items from the FY2014 budget request are not prioritized first.

This line item was included in the FY 2015 budget request.

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AGENCY: Systemwide

Agency No.:

FY 2016 Request

FUNCTION:

Function No.:

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ___

A: Decision Unit No: 12.03		Title: Philanthropic Matching Fund OT			Priority Ranking 3 of 4
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. Matching Funds One-Time	\$1,000,000				\$1,000,000
TOTAL OPERATING EXPENDITURES:	\$1,000,000				\$1,000,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,000,000				\$1,000,000

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.

Performance Measures:

- Annual number of state funded scholarships awarded and total dollar amount.

Benchmark: 20,000, \$16M

- Amount of need-based aid per student.

Benchmark: undergraduate FTE WICHE Average

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Description:

This is a request to create and fund a matching fund for philanthropic gifts in support of scholarships at Idaho's public postsecondary 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?

The presidents of the college and universities brought the concept of a philanthropic matching fund to the Board for its consideration. At its April 2014 meeting the Board gave approval to proceed with requesting funding for a matching fund. The request is for \$1,000,000 in one-time General Funds. The minimum amount eligible for a match from the fund would be \$50,000. The purpose of gifts and matches would be to provide funding for new or existing institutional scholarship.

The matching funds would be allocated to the institutions by Board staff. Whereas this would be a new program, there is no base funding.

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.

\$1,000,000 one-time operating 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.).

\$1,000,000 one-time 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 State Board of Education has set an ambitious goal that 60% of Idahoans ages 25-34 will have a college degree or certificate by the year 2020. It is estimated that postsecondary education attainment for this adult population is currently at 40%. One of the biggest barriers to postsecondary education is cost. Based on the most current data available, Idaho provides \$28 per FTE for need-based financial aid while the average aid for WICHE states is \$689 per FTE.

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State	Estimated Need-Based Grant Dollars per Full-Time Equivalent Enrollment 2011-12
Washington	\$1,144
California	\$1,015
WICHE* Average	\$689
US Average	\$562
Nevada	\$445
Colorado	\$371
Oregon	\$269
New Mexico	\$257
North Dakota	\$249
Alaska	\$150
Montana	\$123
Hawaii	\$81
Arizona	\$70
Idaho	\$28
Utah	\$18
South Dakota	\$0
Wyoming	\$0

*Western Interstate Commission for Higher Education

The value of a four-year degree is at an all-time high. The wage differential between those with a four-year degree and those with a high school degree has grown to 81% -- higher than at any time in the past 90 years. Thus, if this request is not funded, it could limit access to postsecondary education, which in turn impacts the earning power of thousands of Idahoans and the state's tax base.

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

N/A

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: Systemwide

Agency No.: 510

FY 2016 Request

FUNCTION:

Function No.: 01

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ___

A: Decision Unit No: 12.04		Title: Research Infrastructure Funds			Priority Ranking 4 of 4
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:	\$325,000				\$325,000
LUMP SUM:					
GRAND TOTAL	\$325,000				\$325,000

Supports institution/agency and Board strategic plans:

Goal 1: A Well Educated Citizenry, Objective D: Transition – Improve the ability of the education system to meet education needs and allow students to efficiently and effectively transition into the workforce.

Performance Measures:

- Ratio of STEM to non-STEM baccalaureate degrees conferred in STEM fields (CCA/IPEDS Definition of STEM fields).
Benchmark: 1:4
- Percentage of students participating in internships.
Benchmark: 30%
- Percentage of students participating in undergraduate research.
Benchmark: 30%

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Goal 2: Critical Thinking and Innovation, Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.

Performance Measures:

- Institution expenditures from competitive Federally funded grants
Benchmark: \$112M
- Institution expenditures from competitive industry funded grants
Benchmark: \$7.2M
- Number of sponsored projects involving the private sector.
Benchmark: 10% increase
- Total amount of research expenditures
Benchmark: 20%increase

Description:

University research can be a driving force in innovation, economic development and enhanced quality of life in the State of Idaho. By developing and leveraging the State's unique research expertise and strengths, Idaho's universities can serve as an 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 (HERC) has identified the limited funding for research infrastructure as a barrier to increased research capabilities at our three public research institutions and Lewis-Clark State College. Increased funding for infrastructure support would be distributed to the institutions through HERC to support the establishment of new and innovative research projects, including one time expenditures for equipment, technician support, startup funds for new hires and incentives to reward faculty for exceptional research achievements.

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?

\$325,000 is being requested. These funds would be distributed to the institutions for the enhancement of specific research capabilities at each of the institutions.

2. What resources are necessary to implement this request?

These funds would require no additional resources in the State Board of Education Office.

- 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.

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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?

Funding of this requested would allow the institutions to increase their research capabilities. The most immediate benefit would be to student who would have access to additional strong scholarly education programs through the integration of education with research at the universities, and the high caliber of faculty that research can capabilities can attract to an institution. As research capabilities are increase at the institutions the state as a whole would benefit through an increase in a scientific workforce and the generation of new knowledge, inventions, and technologies that can be commercialized, thereby expanding Idaho's economy.

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

Agency No.: 512

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ACTIVITY:

Activity No.:

Original Submission X or
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A: Decision Unit No: 12.01		Title: Salary Competitiveness			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries (3% of base FY15 salaries)	\$3,040,900				\$3,040,900
2. Benefits (variable fringe rate 22%)	669,000				669,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$3,709,900				\$3,709,900
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:					
LUMP SUM:					
GRAND TOTAL	\$3,709,900				\$3,709,900

Supports institution/agency and Board strategic plans:

In accordance with the strategic plan, mission and values of Boise State University, this line item is focused at securing funding that will address compensation shortfalls due to years of limited state funding for compensation increases resulting in significant challenges of salary compression, turnover, and failed recruitment efforts due to low salaries.

The University is committed to increasing postsecondary degrees and certificates to ensure necessary progress is made towards the State Board of Education's Complete College Idaho Initiative. Offering employees competitive compensation is fundamental to retaining and recruiting faculty and staff that are key to achieving success in meeting this goal.

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Description:

Institutional Research, Faculty Financial Affairs Committee, Human Resource Services and the Budget Office have all been engaged in recent analysis of employee compensation with the objective of gaining perspective on significant issues and providing recommendations to improve the competitiveness of compensation at Boise State University. The comparative analysis used College & University Professional Association (CUPA) data for faculty (using CUPA categories of Master's Large or Doctoral Research, depending on the programming level in the department), and compa-ratios for staff analysis.

The comparison of faculty salaries to Master's Large averages showed 100% of the departments had at least one category of faculty (i.e., Lecturer/Instructor, Assistant, Associate, or Full) with salaries below the respective CUPA averages. In many disciplines, average salaries were comparatively low for *all* faculty. A comparison of salaries in doctoral-degree granting departments to their peers shows substantially larger salary gaps that raise concerns for retention and future hiring. The overall analysis shows an annual need of \$4.8 million for faculty salaries to reach 90% of the CUPA averages for Doctoral Research Universities.

The average compa-ratio of all professional staff is 97% of the established midpoints of the Professional Staff Salary Administration Plan pay ranges. However, lack of significant raises over the past eight years has created equity and significant compression issues particularly for longer service employees.

The recent review of classified staff shows that a significant percentage of employees in their position more than two years with compa-ratios of less than 80 percent and 95 percent of all classified staff are *below* mid-point/policy. Employee turnover data shows classified staff with a turnover rate of 15%.

Determining an overall average of a 3% increase for salary competitiveness for this line item is based on the analysis done up to this point. An initial calculation indicates an average increase in faculty salaries of 4%, professional staff 1%, classified staff 3% and graduate student stipends of 2% would make a significant impact towards ensuring the University has a competitive salary structure. Further analysis continues and will be more detailed as this line item request is finalized for the late August submission to the State of Idaho.

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AGENCY: Boise State University

Agency No.: 512

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ACTIVITY:

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A: Decision Unit No: 12.02		Title: Campus Security			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.0				
PERSONNEL COSTS:					
1. Salaries	\$478,000				\$478,000
2. Benefits	189,600				189,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$667,600				\$667,600
OPERATING EXPENDITURES by summary object:					
1. Operating – on-going	\$279,900				\$279,900
TOTAL OPERATING EXPENDITURES:	\$279,900				\$279,900
CAPITAL OUTLAY by summary object:					
Metal detectors, hand held wands and protection vests– one-time	\$500,000				\$500,000
TOTAL CAPITAL OUTLAY:	\$500,000				\$500,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,447,500				\$1,447,500

Supports institution/agency and Board strategic plans:

The primary mission of Boise State University's security department is to provide a safe and secure campus environment. Senate Bill 1254 was passed into law and concealed weapons on campus will be allowed on campus starting July 1, 2014.

Further, Senate Bill 1254 expressly prohibits firearms in campus dormitories or a venue hosting 1,000 people or more. This prohibition requires an enhanced access control program that necessitates metal detection capability at entrances. This capability requires additional trained security personnel, as well as armed campus security

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personnel and law enforcement officers, on scene to handle the resulting weapons situations. The impact is a substantial increase in security costs.

Description:

Campus Security will transition the department to meet the requirements of the law while continuing to ensure a safe and secure campus environment. The new program requirements continue to be evaluated and more specific details regarding pricing and options for metal detectors and other required one-time security needs will be available within the next few weeks.

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.

8 FTE with salaries and fringe benefits totaling \$667,560

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.

Recurring operating costs of \$279,850 (Includes increased cost of Boise Police Department contract)

One-time cost for metal detectors, hand held wands and ballistic vests for personnel. Preliminary cost estimate.

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: Boise State University

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ACTIVITY:

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Computer Science Workforce Initiative					
A: Decision Unit No: 12.03		Title: Initiative		Priority Ranking 3 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.0				8.0
GRADUATE ASSISTANTS	5.0				5.0
PERSONNEL COSTS:					
1. Salaries	\$800,000				\$800,000
2. Benefits	260,400				260,400
3. Graduate Assistant Stipends	120,000				120,000
3. Graduate Assistant Benefits	4,800				4,800
TOTAL PERSONNEL COSTS:	\$1,185,200				\$1,185,200
OPERATING EXPENDITURES by summary object:					
2. Operating – on-going	\$24,000				\$24,000
Graduate Assistant Waivers	51,700				51,700
TOTAL OPERATING EXPENDITURES:	\$75,700				\$75,700
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,260,900				\$1,260,900

Supports institution/agency and Board strategic plans:

Description:

Boise State University was awarded \$700,000 (over three years) in Idaho Global Entrepreneurial Mission (IGEM) funding through the Higher Education Research Council (HERC) in FY13 to expand and restructure its Department of Computer Sciences (CS) to help meet compelling state workforce development and research needs in the local and regional software engineering community. This funding was used to hire four new faculty and five graduate assistants to enhance the student pipeline, encourage tighter industry integration, and increase research activity within the department. This initial investment has resulted in substantial increases in student

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enrollment, extramural research funding, and industry interactions within the department. However, there continues to be a tremendous need for highly-skilled software engineering graduates in the Treasure Valley high-tech community. Consequently, this request seeks resources to hire additional Computer Science faculty and graduate assistants to further support and enhance the current trajectory of growth, and the goals defined in the Boise State University and State Board of Education strategic plans.

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.

8 FTE with salaries and fringe benefits totaling \$1,060,400
5 FTE of graduate assistants totaling \$124,800

 - 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.

Recurring operating costs (including five GA waivers) of \$75,660

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.

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: Office of the State Board of Education
 FUNCTION: Idaho State University,
 General Education
 ACTIVITY: Compensation
 Competitiveness

Agency No.: 513
 Function No.: 1000
 Activity No.:

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A: Decision Unit No: 12.01		Title: Compensation Competitiveness			Priority Ranking 1 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	\$4,252,700				\$4,252,700
2. Benefits	854,700				854,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$5,107,400				\$5,107,400
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$5,107,400				\$5,107,400

Supports institution/agency and Board strategic plans:

In accordance with objective 1.2 of the Strategic Plan, Idaho State University's goal is to achieve academic excellence in programs by recruiting and retaining high quality faculty and staff. As the talent pool continues to shrink, it becomes more difficult to attract and retain employees that can effectively instruct students, engage in innovative scholarship, and perform high quality institutional and public service.

Description:

To determine the competitiveness of compensation at ISU, the Office of Human Resources has reviewed the market position of classified staff, non-classified staff, and

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instructional faculty at ISU. In assessing the competitiveness of compensation, the following market criteria and comparison groups have been taken into consideration.

Classified Employees

The FY 2015 State Employee Compensation & Benefits Report indicates that the average Compa-ratio for classified employees of ISU is 83%. This report indicates that, on average, classified staff at ISU are 17% behind the mid-point of their respective pay grades, (approximately \$3,502,156 behind market).

Non-Classified Staff

To assess the competitiveness of compensation for non-classified staff, ISU has historically made use of the CUPA-HR salary survey. For salary administration purposes, ISU has defined its market comparison group within the CUPA-HR survey as all public institutions of higher education that provide graduate and undergraduate programs within the Carnegie classification of Doctoral Research High. Within this defined comparison group, the average non-classified staff member at ISU is at 82.6% of the median salary in the CUPA-HR survey. The Office of Human Resources has then used this number to estimate that non-classified employees are 17.4% behind their peers within the CUPA-HR survey, (approximately \$6,619,085).

Faculty

In a similar fashion to non-classified staff, ISU has historically made use of the CUPA-HR salary survey to assess the competitiveness of compensation packages for faculty. In review of the 2014 CUPA-HR faculty salary survey, ISU faculty are on average 78.5% of their peers within the Doctoral Research High Carnegie classification, for all public institutions with both graduate and undergraduate programs. The Office of Human Resources has used that number in providing an estimate that on average, faculty are 21.5% behind their peers, (approximately \$14,839,519).

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?

After reviewing the market positions of all employee categories at ISU, we propose a 6% increase in salary funding so that the institution can continue to improve the competitiveness of compensation packages for faculty and staff.

2. What resources are necessary to implement this request?

\$4,943,100

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

Faculty & Staff

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

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ISU, as a result of program prioritization, will direct cost savings identified to address salary competitiveness.

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.).

This request is for 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?

To improve the competitiveness of compensation for faculty & staff so that we can recruit and retain the talent that will maintain ISU as a high quality institution.

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
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AGENCY: Office of the State Board of Education
 FUNCTION: Idaho State University,
 General Education
 ACTIVITY: Career Path Internship
 Match

Agency No.: 513
 Function No.: 1000
 Activity No.:

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A: Decision Unit No: 12.03		Title: Career Path Internship Match			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	\$1,666,700				\$1,666,700
2. Benefits	33,300				33,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$1,700,000				\$1,700,000
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:					
LUMP SUM:					
GRAND TOTAL	\$1,700,000				\$1,700,000

Supports institution/agency and Board strategic plans:

Board strategic plan: Goal 1, objectives A-D; Goal 2, Objectives A, B.

Institutional Goal 4 – prepare students to function in a global society.

Objective 4.1: Enrich learning and research opportunities for both students and faculty through greater development of international programming.

Objective 4.2: Recruit and retain students, faculty, and staff from underrepresented groups to better serve institutional and community needs for integration of multicultural and gender-related perspectives in our range of programming.

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Description:

This request is for \$1,700,000 in matching funds for the Career Path Internship (CPI) program at Idaho State University.

The CPI Program was created in FY 2010. The program started as an on-campus program and has expanded each year. At the inception of the program in FY 2010, more than 200 students participated. Year to-date for FY 2014, more than 700 students are involved. Recently, expansion has included off-campus positions as the community and ISU partner together to provide additional experiences for the students.

The program is intended to provide opportunities for students to work in their field of study while still attending school. Both undergraduate and graduate students have the opportunity to have hands-on experience in their chosen field of study. The program provides mentoring from respected and experienced practitioners. This provides the student with real-world work experience that gives students an advantage as they seek employment.

The CPI program lines up with all four core themes of the ISU mission. Learning and discovery: students are able to apply their studies to an actual job, reinforcing the learning in the classroom. Access and opportunity: some students depend on campus employment to stay in school. The CPI program not only provides an opportunity for an on-campus job, but the job is in their field of study. This work experience will lead to greater opportunities for employment post-graduation. Leadership in the Health Sciences: many of our CPI positions are in the Health Sciences field, providing opportunities on campus and off for students to get experience in the health sciences field. Economic and Social impact: recently, the CPI program has expanded into the community. This enhances the impact ISU has on the local economy and provides further opportunities to enhance the town and gown relationship with local business owners.

The FY 13 survey of CPI students indicated that 95% of students believed the CPI program was positive or very positive on their educational experience. Fully 91% of students indicated that their internship met their expectations. Additionally, 88% of students believed that the CPI program would enhance their chances of finding a fulltime job in their field.

The program is also been incredibly useful as a recruitment and retention tool. Admissions staff recently started using CPI positions as a recruiting tool, offering 50 CPI positions to exceptionally well-qualified 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?

Matching funds of \$1.7 million are being requested to enhance and expand the number of positions available to ISU students.

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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.

Undergraduate students are paid at \$8.00 per hour, graduate students are paid \$10 per hour and doctoral level students are paid \$12 per hour.

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

\$1.7 million dollars would represent more than 200,000 working hours for students at the undergraduate level.

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

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?

Students at ISU will be served by this request. The expected impact of the funding is that students will enter the workforce with both an education and work experience. This increases their marketability to potential employers.

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
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AGENCY: Office of the State Board of Education
FUNCTION: Idaho State University,
 General Education

Agency No.: 513
 Function No.: 1000

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ACTIVITY:

Activity No.:

A: Decision Unit No: 12.04		Title: e_ISU Online Access			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.00				8.0
PERSONNEL COSTS:					
1. Salaries	445,000				445,000
2. Benefits	95,500				95,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	540,500				540,500
OPERATING EXPENDITURES by summary object:					
1. Training workshops	50,000				50,000
2.					
3. Cloud-based solution for online Intrusive Advising & Predictive Analytics	290,000				290,000
TOTAL OPERATING EXPENDITURES:	340,000				340,000
CAPITAL OUTLAY by summary object:					
1. Technology upgrades for online Instructional faculty	300,000				300,000
TOTAL CAPITAL OUTLAY:	300,000				300,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,180,500				1,180,500

Supports institution/agency and Board strategic plans:

Goal 1: A Well Educated Citizenry, Objective A: Access-Set policy and advocate for increasing access for individuals for all ages, abilities, and economic means to Idaho's P-20 education system.

eISU and online classes are increasingly important for reaching students in geographically disparate regions. Increased online access is critical for reaching the SBOE's 60% goal.

Goal 2: Critical Thinking and Innovation, Objective B: Quality Instruction-increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

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Technology upgrades are essential for the online instructional faculty to increase and retain the numbers of students in online classes.

Goal 3: Effective and Efficient Delivery Systems, Objective A: Cost effective and Fiscally Prudent-increased productivity and cost-effectiveness.

eISU and online classes can be a more cost effective option for students and for the university with the appropriate technology and with the appropriate instructional design.

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 Instructional Designer per college (six)
 - Clinical Instruction Designer/Coordinator
 - Cloud-based solution for online Intrusive Advising & Predictive Analytics
 - Functional Technical Support for online advising module
 - Training workshops & stipends for faculty
 - Technology upgrades for online Instructional Faculty

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.
 - Six Instructional Designers, base salary \$55,000 plus fringe
 - Clinical Instructional Designer/Coordinator, base salary \$65,000 plus fringe
 - Functional Technical Support for online advising module, base salary \$55,000 plus fringe
 - 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.).

One-time expenses: Cloud based solution for online Intrusive Advising & Predictive Analytic module- \$250,000

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Ongoing expenses: Salary for eight new positions-\$445,000 plus fringe, yearly maintenance cost for online advising module-\$40,000, technology upgrades for online instructional faculty- \$300,000

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.

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: College & Universities
 FUNCTION: University of Idaho
 ACTIVITY:

Agency No.: 510
 Function No.: 04
 Activity No.:

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A: Decision Unit No: 12.01		Title: Salary Competitiveness			Priority Ranking 1 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	3,443,700				\$3,443,700
2. Benefits	714,400				714,400
3. Group Position Funding – Stipends	41,200				41,200
TOTAL PERSONNEL COSTS:	\$4,199,300				\$4,199,300
OPERATING EXPENDITURES by summary object:					
1. Travel					
2. Operating					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$4,199,300				\$4,199,300

Supports institution/agency and Board strategic plans:

Idaho State board of Education Goal 2, Objective B Quality Instruction

“Increase student performance through the development, recruitment and retention of a diverse and highly qualified workforce of faculty and staff.”

Performance Measure:

Maintain or slightly improve our salary comparison relative to peer institutions (for faculty and exempt staff) and relative to regional markets for our classified staff.

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Description:

Our Board-approved peer institutions are averaging 3% to 4% salary increases on an annual basis with the result that, even with state-approved CEC initiatives, we continue to fall further behind the average salaries being paid at these peer universities. Partially state-funded CEC measures have been less than peer average and have resulted in further tuition burden on our students. These peer salary increases cover both their faculty and staff positions.

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?

We are requesting state- funding sufficient to provide a full-state-funded 4% salary increase for all General Education faculty and staff. Cash funded programs and grants and contracts would provide their own funds to implement a corresponding 4% average increase in those non-General Education functions of the university

2. What resources are necessary to implement this request? 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.).

All requested funds are state General funds in order to avoid imposing additional tuition and fee increases on students in order to provide this necessary increase.

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 impacts all faculty and staff employed in the university General Education operating units.

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

Our salary competitiveness is slipping so badly relative to peer institutions that we risk losing any opportunity to compete for comparably qualified faculty and staff in our efforts to bring a nationally competitive higher education to Idaho residents

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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

The University of Idaho is in something of a “free fall” with respect to faculty and staff salaries. Faculty salaries were 92.3% of peer average in FY08; they dropped to 87.6% in FY2013 and for FY14 are now at 84.3%. Peer institutions are raising their salaries an average of 3-4% per year. With the 2% CEC for FY15 we will still lose ground against peer salaries by 1-2 percentage points and could, within the next two to three years, find our salaries in the high 70 percentiles compared to peer institutions around the west

Similar issues face our staff salaries. A regional market survey conducted almost two years ago put our staff salaries at 85% of the regional market and we are certainly lower than that now. We are closer to 70% of market for key IT staff and we are losing our best staff to WSU and local businesses on a regular basis.

Although we are speaking here in terms of the University of Idaho, this is a statewide higher education issue. Our colleagues at Boise State, Idaho State and Lewis Clark State College are facing similar salary issues. The marketplace for faculty is a national marketplace – an individual receiving his or her Ph.D. from virtually any institution, is looking at a national job market for their faculty employment. If they can find similar employment, at a 20% to 30% improvement in salary compared to Idaho institutions, they will not be coming to Idaho. For established faculty who are building or have built successful careers in Idaho, there are comparable institutions across the nation that are actively seeking out the “best and brightest” to enhance their own educational and research initiatives.

All of this means that, for Idaho residents, their opportunity to receive their once-in-a-lifetime college education from the most effective and productive faculty is being diminished as we fail to attract or retain those individuals in Idaho institutions.

There is a similar impact for the state of Idaho with respect to our staff positions. This too is a national marketplace at the middle-manager to senior position levels. Institutions hiring for significant middle and higher management positions are almost always doing regional or national searches – and, once again, Idaho salaries are a barrier to finding the best, brightest and most effective of these individuals. Business has long recognized that paying the salary necessary to attract and retain the very best professionals, managers and staff often more than pays for itself in terms of creativity in problem solving and more efficient and effective ways to perform managerial functions. The impact of being way below market for these positions simply means that we will not be able to hire the skills and experience that we, as a state, need in order to be effective in the new education business functions of the 21st century. For example, an inability to retain key technical staff can affect our ability to effectively compete for non-resident students, who provide key financial support for our institutions, as our peers in surrounding western states out-recruit us for those very same students.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Salary competitiveness is a long-term issue – not readily corrected on one-year and easy to lose ground if there is not an annual effort to address the salary costs of the changing marketplace.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: College & Universities
 FUNCTION: University of Idaho
 ACTIVITY: Complete College Idaho

Agency No.: 510
 Function No.: 04
 Activity No.:

FY 2016 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.03		Title: Employment Readiness Program			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	15.50				15.50
PERSONNEL COSTS:					
1. Salaries	\$757,500				\$757,500
2. Benefits	306,500				306,500
3. Group Position Funding – Stipends	100,000				100,000
TOTAL PERSONNEL COSTS:	\$1,164,000				\$1,164,000
OPERATING EXPENDITURES by summary object:					
1. Travel	\$55,000				\$55,000
2. Operating	75,000				75,000
TOTAL OPERATING EXPENDITURES:	\$130,000				\$130,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$28,000				\$28,000
TOTAL CAPITAL OUTLAY:	\$28,000				\$28,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,322,000				\$1,322,000

Supports institution/agency and Board strategic plans:

Idaho State Board of Education Goal 1, Objective B – Higher Level of Educational Attainment

This objective is supported by providing a job placement incentive in front or prospective students as clear encouragement to enroll in and complete a higher education degree.

Idaho State Board of Education Goal 1, Objective D – Transition

The proposed programs would directly enhance the ability of students to “efficiently and effectively transition into the workforce”.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Idaho State Board of Education Goal 2, Objective A: Critical Thinking, Innovation and Creativity

The proposed programs would directly address this objective by increasing the opportunities to engage in real research activity or engage in applied work experiences that would test their ability to innovative and creative in solving real world problems.

Performance Measure:

Increased internship placements and undergraduate research and applied project opportunities over the next three years. Increase in appropriate job placement of undergraduate degree recipients within 9 months of graduation.

Description:

Nationally there is a clear and growing emphasis – by students and by many other higher education constituencies – that students need to complete their degree not only with knowledge and basic disciplinary skills, but they should emerge from these programs fully “job ready” – with job or project experience that provides them with a positive benefit in finding and excelling in their first job. A program that can effectively demonstrate job or employment readiness – and make those claims clear through the actions of its graduates – will attract more students to higher education and will motivate the students who do enroll to complete their degree in a more timely manner.

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 is for 15.5 FTE and some operating funds for these new staff in order to ramp up a much more aggressive career planning and placement function; build a strong internship program, and develop a formal undergraduate research opportunity program to ensure students have as many opportunities as possible for a real research or applied project experience during their undergraduate degree program. The request would provide the following:

Undergraduate Research Opportunity Program (UROP): 3 FTE, including a director

Internship Program: 4 FTE

Career and Placement Advising: 7 full time FTE and 3 half-time positions

2. What resources are necessary to implement this request?

None beyond this request.

The university is requesting \$130,000 in on-going operating support for this program plus \$28,000 in one-time capital outlay for equipment.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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 base appropriations of state General Funds for salaries and operating funds, plus one time funds to support equipment purchases. A successful implementation of these proposed programs should enable the university to successfully compete for other grant funds and private donations to enhance the facilities and opportunities being supported by these requested 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 request fundamentally supports all students seeking an undergraduate degree from the University of Idaho. Without these funds, we can and will continue to provide a reasonable and normal level of career planning and placement support for undergraduate degree seekers, but will be unable to move these programs to aggressive new levels.

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

Employment Readiness Program

Create a comprehensive, intensive, effective Career Planning, Placement, Internship and Undergraduate Research program at the University of Idaho

While the University of Idaho has sustained the academic programs of the institution throughout the last 5 years of difficult finances, thereby ensuring that students can readily find the courses necessary for graduation, other key support areas could not be sustained at the necessary levels. With the positive effects of our change to a 120 credit hour graduation requirement for most of our programs – positive in the fact that many more students are completing their bachelor's degree in the traditional four years – there is a pressing need to accelerate student's focus on the post-college opportunities, whether that includes employment; professional education or further academic work. This request is to create and fund an aggressive program of career planning and placement that would provide state-of-the-art career services to University of Idaho students and provide more extensive assistance to an already large number and percentage of graduating seniors to find the career opportunities they are seeking. Because the main campus of the University of Idaho is not located in a major metropolitan area, it becomes even more important to provide a very vigorous program to assist our students in finding employment and sustaining their career growth.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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In addition to traditional career planning and placement functions, this effort must include a very vigorous internship program and a corresponding research opportunity program to provide students with hands on experience in addition to an already effective instructional program. Both internships and research opportunities have been proven to enhance student employment opportunities and set strong foundations for continued career growth. Since some important research opportunities come without external funding support, the undergraduate research opportunity component of this proposal also includes operating funds that would enable the program to provide 30 student research stipends, at approximately \$3,000 per academic year, to support the research work of students in, primarily, non-STEM disciplines. Paid internships and research opportunities also provide financial resources to assist students with their college expenses – thus expanding access to higher education.

The University would commit to providing an enhanced, attractive and effective physical environment for these services. These state funds would also be used to seek matching funding for program and space needs from our Vandal donors and from employers who have come to rely on access to our graduates to maintain their successful businesses. This initiative meets the SBOE goals for Complete College Idaho by providing a positive incentive for initial college enrollment and a strong incentive for college completion by making career opportunities and career preparation a key part of the student experience from the freshman year on.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: College & Universities

Agency No.: 510

FY 2016 Request

FUNCTION: University of Idaho

Function No.: 04

Page 1 of 4 Pages

ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.04		Title: Rental Costs – Idaho Law and Justice Learning Center (ILJLC)			Priority Ranking 4 of 4
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. Rent	\$247,800				\$247,800
TOTAL OPERATING EXPENDITURES:	\$247,800				\$247,800
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$247,800				\$247,800

Supports institution/agency and Board strategic plans:

SBOE GOAL 1: A WELL EDUCATED CITIZENRY - Objective A: Access

Occupancy of the old Ada County Courthouse by the Idaho Law and Justice Learning Center (a joint undertaking of the Idaho Supreme Court and the University of Idaho through its College of Law) will provide increased access to learning and education about the laws and regulations that affect the citizens of Idaho.

Performance Measure: Access for place-bound students

The Idaho Law and Justice Learning Center (ILJLC) will provide a unique opportunity for more citizens of Idaho to gain access to both civics education as well as the opportunity to earn a JD degree.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description: The Idaho Law and Justice Learning Center (ILJLC) is a joint undertaking of the Idaho Supreme Court and the University of Idaho College of Law designed to link the public and judicial education operations of the Idaho Supreme Court, the Idaho State Law Library and the College of Law into one unified law and justice learning center in Boise. The ILJLC will be occupied and used by the parties for the following purposes:

- outreach and engagement with the general public regarding;
- the operation and management of the State Law Library;
- the delivery of judicial education by the Idaho Supreme Court; and
- the delivery by the College of Law of course offerings in Boise (currently consisting of a second and third year curriculum) through the Law School's Boise program.

The unique location of the ILJLC will permit the delivery of these efforts from a location in the heart of Idaho government – a place where laws are formulated, enacted, enforced and interpreted by the various branches of government. The ILJLC will be an important link to the citizens of Idaho by providing opportunities for law students and the citizens generally to learn about the legal history and the theoretical and practical aspects of citizenship, including the rights and duties of citizens with respect to each other and to the government.

The rental costs for the ILJLC have been set by the Idaho Department of Administration at \$337,800/year as detailed in the attached draft Memorandum of Understanding and Capitol Annex Information sheet.

SBOE GOAL 2: CRITICAL THINKING AND INNOVATION - Objective A: Critical Thinking, Innovation and Creativity

The cooperative nature and undertakings of the ILJLC will provide an environment for the development of new ideas, and practical and theoretical knowledge regarding the law to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative in ways that will benefit society.

Performance Measures: Partnerships with private industry and area institutions.

Description: The ILJLC will allow the College of Law to better coordinate its various economic development activities with area businesses and educational institutions. Currently, the College has a concurrent degree program with Boise State University (the JD/Masters of Accountancy – Taxation), and is in the process of approving a concurrent degree program with BSU for a JD/MBA program. In addition to these in depth concurrent degree programs that will be supported by the ILJLC, the College continues to engage with area agencies and businesses through its three clinical offerings that include the Small Business Legal Clinic (offering assistance to small and start-up businesses, the Economic Development Clinic (offering assistance to local governments in encouraging economic development in their localities), and the grant-funded Low Income Taxpayer Clinic (assisting individuals with taxpayer issues with the IRS).

SBOE GOAL 2: CRITICAL THINKING AND INNOVATION - Objective B: Quality Instruction

The ILJLC will increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of faculty and staff.

Performance Measures: Increase in contact hours between the ILJLC and their respective target and outreach audiences.

Description: The ILJLC will be a center for the delivery of high-quality educational programs for the judiciary, the practicing bar, law students, college students from other institutions, civic organizations, high school students, and the public generally. In addition, the ILJLC will utilize the statewide video delivery system of the Idaho Supreme Court and the University of Idaho to better deliver programs in continuing legal education, with outreach to citizens generally and the practicing bar, resulting in high quality, cost-effective educational programming throughout the State of Idaho as part of their joint outreach and engagement activities.

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 amount requested is for rental costs in the remodeled Courthouse building located on the Capitol Mall. Total rent for the facility is estimated at \$337,800; \$90,000 will be covered by the Idaho Supreme Court and the remaining \$247,800 is being requested here to cover the University of Idaho portion.

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.

All necessary resources have been funded to allow occupancy of the ILJLC. Note that tenant improvements to the building in the amount of approximately \$1.6 million will be funded by the University through private funds that have been secured.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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 on-going 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 primary beneficiaries of this request will be the students of the College of Law who will be provided a focused opportunity to study law in a location near the seat of government in Idaho. As noted above, additional beneficiaries will include the judiciary, the practicing bar, college students from other institutions, civic organizations, high school students, and the public generally by reason of the various credit, professional, and outreach instruction to be delivered from the ILJLC.

If the request is not funded, then operating funds from existing and planned educational and outreach programs would need to be utilized to fund the occupancy costs for the building. This would negatively impact the planned programming at the ILJLC and could delay or eliminate some of the efforts.

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.



State of Idaho
Department of Administration

C.L. "BUTCH" OTTER
Governor
TERESA LUNA
Director

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Boise, ID 83720-0003
Telephone (208) 332-1824 or FAX (208) 334-2307
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7/1/201X

MEMORANDUM OF UNDERSTANDING

The Department of Administration is given responsibility to manage multi-agency office space and space in the Capitol Mall complex by Idaho Code Sections 67-5708 and 67-5709.

This Memorandum of Understanding between the Department of Administration and the various state agencies which are tenants in state buildings is to specify the amount of space occupied by each tenant, the charge for that space footage, and the requirements and responsibilities related to that space.

STATE AGENCY TENANT: University of Idaho - Law Learning and Justice Center

Square Footage Total: **28,150**

Charges Total: \$ **337,800.00**

**** SPACE CHARGE DETAILS ARE BELOW ****

The charge per Square Foot of occupied space is an annual charge for the maintenance and operations of that space; the base rate will not change during the fiscal year. The TOTAL CHARGE may change from time to time based on the amount of square footage occupied by the State Agency. If occupied square footage changes during the fiscal year, an adjusted MEMORANDUM OF UNDERSTANDING will be issued. Rent will be prorated based on actual amount of space occupied. Rent is prepaid.

The Department of Administration reserves the right to inspect the property; however, the inspection will not disrupt the State Agency's employees, and inspections will be scheduled at reasonable times. The State Agency is responsible for providing written notification to the Department of Administration, Division of Public Works, of any required maintenance or repairs the State Agency's employees may have discovered.

Questions regarding office space may be addressed to Facilities Services at (208) 332-1930. Billing questions may be addressed to Financial Services at (208) 332-1815.

BY: _____ DATE: _____

Teresa Luna

Director, Department of Administration

Agency Name	Facility	Type	Floor	Area	RATE	CHARGES
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	109	\$ 12.00	\$ 1,308.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	91	\$ 12.00	\$ 1,092.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	96	\$ 12.00	\$ 1,152.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	212	\$ 12.00	\$ 2,544.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	1,608	\$ 12.00	\$ 19,296.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	1,609	\$ 12.00	\$ 19,308.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	2,372	\$ 12.00	\$ 28,464.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	1,603	\$ 12.00	\$ 19,236.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	2nd	83	\$ 12.00	\$ 996.00

Agency Name	Facility	Type	Floor	Area	RATE	CHARGES
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	2nd	91	\$ 12.00	\$ 1,092.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	2nd	3,920	\$ 12.00	\$ 47,040.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	2nd	4,616	\$ 12.00	\$ 55,392.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	3rd	3,679	\$ 12.00	\$ 44,148.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	3rd	893	\$ 12.00	\$ 10,716.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	3rd	4,831	\$ 12.00	\$ 57,972.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	4th	2,337	\$ 12.00	\$ 28,044.00
				28150	\$	337,800.00

DRAFT

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Capitol Annex information for Idaho Law and Justice Learning Center MOU between Department of Administration and the ILJLC

Rent Charges:

Capitol Annex rent rates have been determined using a comparison of the Borah building and Capitol building charges along with the anticipated hours of operation planned in the building. Rent is for full service, which includes utilities, maintenance, janitorial, and security. Tenants are responsible for phone and data. Also, and should there be a need for after business hours security, the tenant is responsible for that as well.

The costs associated with maintaining the building will be monitored, then after one full year of use the rent will be adjusted up/down for FY18. Rent will not exceed \$12 per square foot for FY16 and FY17. Capitol Mall rent rates are typically adjusted IF needed every three years.

Rent will not be charged until the building opens for business in FY16, which is anticipated to be September 2015. Typically MOU's are sent to agencies beginning each fiscal year and billed in half year installments. In this instance a pro-rated bill will be sent to University of Idaho for the Law Learning and Justice Center for the first half of FY16.

http://leasing.idaho.gov/docs/fac_manual.pdf (Section H - OCCUPYING A STATE-OWNED BUILDING)

Hours of Operation: (per L Dillion and B Johnson)

Weekdays: 6 AM until 11 PM
Weekends: 8 AM until 4 PM

Note: State Office Buildings are open for public access during normal working hours, which are from 7:00 a.m. to 5:30 p.m., on all state scheduled work days. Per University of Idaho, the building is to be accessible to University law students and staff 24/7, or as determined by the Dean for the Law School.

ID and Access Cards:

Capitol Mall uses the Hirsch Velocity system, HID proximity card for access. Capitol Mall security will need a sample card to affirm that University of Idaho Identification and Access cards are compatible with the Hirsch system. If so and once the University issues cards, those cards can be activated into the Capitol Mall system.

Parking:

University of Idaho staff who work at the Capitol Annex are eligible to participate in the Capitol Mall parking program. Because University of Idaho does not issue paychecks through the SCO, arrangements will be made for charging and collecting fees from University of Idaho staff for parking. Students are not eligible to participate in Capitol Mall parking.

<http://cms.idaho.gov/parking/>

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

AGENCY: Lewis-Clark State College

Agency No.: 511

FY 2016 Request

FUNCTION: General Education

Function No.:

Page 1 of 3 Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Salary Competitiveness			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0				0
PERSONNEL COSTS (ongoing):					
1. Salaries	\$992,000				\$992,000
2. Benefits	208,000				208,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$1,200,000				\$1,200,000
OPERATING EXPENDITURES by summary object:					0
1. Program Expenses (ongoing)	0				0
2. Supplies (ongoing)	0				
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1. N/A	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,200,000				\$1,200,000

Supports institution/agency and Board strategic plans: This request supports the State Board of Education Strategic Plan, Goal 2, Objective B (“*Quality Instruction*”): “*Increase student performance through the development, recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.*” This request also supports the related LCSC Strategic Plan, Goal 1 (“*Sustain and Enhance Excellence in Teaching and Learning*”), Objective 1E (“*Recruit and retain a highly qualified and diverse faculty and staff*”). The benchmark for Objective 1E is to meet or exceed the median salaries reported for peer institutions.

Description: This request addresses the large gap between the salaries of LCSC faculty and staff and their counterparts at peer institutions. It is anticipated that Idaho lawmakers soon will return to a sustainable funding approach for state employees,

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

which will enable them to keep pace with market-competitive rates, once a solid baseline is established. However, the appropriation of consistent CEC funding increases in future years at, say, 3% to 5% per year, as previously recommended by the Governor's Office and DHR, would not enable LCSC employees to catch up with the significant salary gaps which currently exist with median salaries at peer institutions. The requested 6% ongoing increase in General Fund CEC dollars would significantly narrow the following gaps:

- LCSC faculty salaries (all ranks) which are 11.2% beneath the median for peers.
- LCSC classified staff salaries which (per latest DHR annual report) are 80.9% of policy and well below the average for all state employees.
- LCSC exempt staff salaries which are at least 15% below the CUPA medians for similar positions at similar size institutions.

The requested ongoing funding (\$1.2M total for base salaries, plus fringe) would be distributed based on merit and equity (market competitiveness), bringing LCSC's average salaries closer to peer medians—closer to what would be considered a "C" grade if a standard grading scale were used as an analogy for salary competitiveness.

This request would also allow the College to address its serious compensation gap without placing an undue burden on student fees. It has only been within the last decade that it became legal under Idaho statute to charge students for the actual cost of instruction. Since the onset of austere funding in FY2009, policymakers have shifted an increased burden for instructional costs (including employee salaries and benefit costs) on the backs of students and their families.

This request would also enable the College to retain high quality faculty and staff (which are essential in order to provide quality programs) while continuing to expand output to meet the State Board's CCI/60% goals. Absent sustained adequate funding for salaries, institutions would be forced to freeze current output levels and/or cannibalize operations to maintain a quality workforce and student population.

Finally, the request would signal LCSC employees that the state is committed to fair pay levels to sustain a quality higher education workforce and help the College return to its former low turnover rates. For the past year (as economic conditions have begun to improve in neighboring states and in the private sector, and as the change in real CEC dollars appropriated by the state has been negative over a number of years), LCSC turnover rates have begun to increase. Between 2012 and 2013 turnover rates have changed for the worse:

- Faculty turnover increased from 6.4% in 2012 to 11.0% in 2013 (a 72% increase)
- Classified staff turnover increased from 10.4% to 19% (a 91% increase)
- Exempt staff turnover increased from 5.9% to 8.7% (a 47% increase)

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? Answer: \$1.2M in ongoing General Fund dollars, the entirety of which would be in the base.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

2. What resources are necessary to implement this request? Answer: No resources other than the requested increase in base 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.). Answer: see matrix above. The request is for on-going General Fund dollars. The institution will continue to seek grant and private funding to support personnel and programs.

4. Who is being served by this request and what are the expected impacts of the funding requested? Answer: This request provides immediate relief to faculty and staff at LCSC who, on average, fall well below the median salaries of their peers and counterparts. However, the primary benefit of committing to fair compensation for employees will be the sustainment and enhancement of program quality and student success.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first. Answer: Restoring adequate compensation has been LCSC's number one strategic priority for more than five years; however, until this cycle, the State Board has not entertained the approach of individual institutions submitting additional CEC requests beyond the formulaic 1% typically entered in the annual fiscal year MCO request.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: Lewis-Clark State College

Agency No.: 511

FY 2016 Request

FUNCTION: General Education

Function No.:

Page 1 of 3 Pages

ACTIVITY: Work College Trial

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Work College Trial			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS (ongoing):					
1. Salaries	\$45,000				\$45,000
2. Benefits	20,000				20,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$65,000				\$65,000
OPERATING EXPENDITURES by summary object:					
1. Program Expenses (ongoing)	\$140,000				\$140,000
2. Supplies (ongoing)	1,000				1,000
TOTAL OPERATING EXPENDITURES:	\$141,000				\$141,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation (one-time)	\$3,000				\$3,000
TOTAL CAPITAL OUTLAY:	\$3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$209,000				\$209,000

Supports institution/agency and Board strategic plans: This request directly supports State Board Goal 1 (“A Well Educated Citizenry”), Objective A (“Access”) by increasing access for individuals of all ages, abilities, and economic means to Idaho’s P-20 educational system; and Objective B (“Higher Level of Educational Attainment”) through participation and retention in Idaho’s educational system.

Description: This request would support a prototype test and validation of the “Work College” concept as a means for Idaho students/families of limited economic means to gain access to higher education without having to take on significant loan debt, while providing an additional avenue for the College to engage with and advise students in order to boost retention and student success.

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For over two years, LCSC has been studying the “Work College” model, which has been highly successful on a college-wide basis in the Work Colleges Consortium (WCC) of seven colleges in the East and Midwest, to see if a similar approach could be modified and applied in Idaho public colleges/universities. Under this approach, students would work at “regular” jobs at the institution for 10 hours per week (10 months per year) in exchange for tuition costs and a small hourly stipend to offset other incidental college fees. Participating students, selected on the basis of financial need, are able to graduate without incurring large student debt. More importantly, in the Work College approach, the students’ work supervisors are directly and formally engaged in assessing student performance and progress, and provide another major pillar to help with retention, motivation, and advising. Work College students are more fully engaged with college personnel and operations and gain real work experience. LCSC staff members have worked with colleagues at the Work Colleges Consortium to identify already-proven procedures and formats which could be adapted for use in LCSC’s proposed trial run. Based on results at the seven WCC member institutions, we are confident that a Work College option for selected students would result in the following results for LCSC students:

- A low cost-option for students who might otherwise not access the higher education system due to anxiety over the cost of college and concerns over incurring significant debt.
- Enhanced engagement of participating students who would be integrated fully in the college work force, as well as within their student roles.
- Enhanced oversight and mentoring of students who would receive frequent, structured interaction from their supervisors as well as advisors.
- Students would have an opportunity to work at meaningful jobs within the college with a carefully controlled schedule compatible with their classes—they would already be contributing members of the Idaho workforce prior to graduation.

LCSC’s request would fund a four-year trial run involving a controlled cohort of 20 students. The requested funds would permit a meaningful test bed for the Work College concept, which, if successful, could then be integrated into the institution’s overall personnel and advising structure. Factors which make LCSC a logical test location for this concept include:

- Open access institution with an assigned (though unfunded) community college role and a diverse mission including associate, baccalaureate, academic, and professional-technical education.
- The lowest tuition of any of Idaho’s public four-year institutions.
- The leanest staffing levels of white- and blue-collar jobs (the institution would benefit from the addition of this limited number of additional part-time workers).

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? Answer: \$209,000 to fund a single cohort testbed of 20 Work College students and one program coordinator.

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2. What resources are necessary to implement this request? Answer: One program coordinator (\$45,000 + fringe & health insurance) and funding to offset tuition/fees (\$140,000). LCSC institutional funds will be used to cover supervisor costs for the participating students and workplace resources. One-time \$3,000 capital funding for the coordinator's computer and workstation.
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.). Answer: Breakout of ongoing costs (all from General Fund and all but \$3,000 ongoing) is indicated in the financial matrix above.

On-going general funds

4. Who is being served by this request and what are the expected impacts of the funding requested? Answer: this request enables students to have access to higher education who might not otherwise be able to afford college, or, if they had to take out loans to attend college, would graduate with significant debt. The Work College students will benefit from additional engagement, oversight, and mentoring, while contributing to the college as part of the school workforce. The college will benefit from greater efficiency (improved student retention and success), better service to economically-challenged students and their families, and augmentation of its lean work force.
5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first. Answer: Not applicable. This is the first year that this line item has been requested.

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**AGENCY: Division of Professional-Technical
Education**

Agency No.: 503
Function

FY 2016 Request

FUNCTION:

No.: 03

Page 1 of 3 Pages

ACTIVITY:

Activity No.:

Original Submission X
or Revision No. ____

A: Decision Unit No: 12.01		Title: EITC Data Management System			Priority Ranking 1 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$49,200				\$49,200
2. Benefits	21,900				21,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$71,100				\$71,100
OPERATING EXPENDITURES by summary object:					
Computer Supplies	\$185,000				\$185,000
TOTAL OPERATING EXPENDITURES:	\$185,000				\$185,000
CAPITAL OUTLAY by summary object:	0				
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$256,100				\$256,100

Supports institution/agency and Board strategic plans:

Goal 1. Effective and efficient delivery system resulting in a highly skilled workforce for Idaho

Objective A. **Synchronized system** | A coordinated, coherent system that demonstrates responsiveness and effectiveness in addressing Idaho's workforce needs

Description:

EITC manages student registration, financial aid, grades, course completion, transcripts and other essential functions using the Colleague data management system. The software is the system from which information is extracted for the Statewide Longitudinal Data System.

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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?

EITC manages student registration, financial aid, grades, course completion, transcripts and other essential functions using specialized software. All colleges do these processes using computer systems because the data management systems are complex. In 2008 EITC determined that the software used for these programs, which was made by SchoolDESX Technologies, LLC (formerly Sooner Microsystems), was no longer suitable for emerging federal requirements and replaced this system with software manufactured and supported by Ellucian, Inc. (formerly Datatel, Inc.) and called Colleague. Colleague software is also used at Lewis-Clark State College (LCSC), North Idaho College (NIC), and College of Western Idaho (CWI). Other colleges in Idaho each use similar software (ISU and UI-Banner, BSU-Peoplesoft, CSI-Jenzabar).

Colleague is the second largest operating expense for the college, after campus electricity costs. When personnel costs are included, Colleague is the largest overall expense for the college. Systems costs are rising at approximately 6% per year. Ongoing maintenance of the software, and coordination of this system with the state's longitudinal data system and internal learning management systems requires a full time IT Systems Programmer (classified pay grade L).

EITC manages online student interaction, homework assignments, digital distribution of educational aids and many other learning systems through a software program known as Blackboard. Almost all colleges in the state use Blackboard; it is purchased through a statewide contract. The statewide contract is for the enterprise version; the systems available through this program are so complex that a systems specialist is required to provide the technical support for educators to fully exploit its capabilities.

As with all organizations which store and use electronic information, EITC is vulnerable to attack and hacking of information systems by outsiders primarily intending to gain personal information of students. This is a major problem. To protect this information and comply with various federal laws (FERPA, Gramm-Leach-Bliley, inter alia) EITC as with other colleges has a layered defense system including rotating secure passwords, firewalls, access controls and other protection methods.

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.
 - IT Systems Programmer
 - Classified Pay Grade L

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- Full Time with benefits
 - Current position at EITC being funded locally. Incumbent is currently paid \$23.43/hour which is the 30th percentile of the pay scale. Policy for this pay grade is \$27.55
 - Permanent position
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
No resources will be redirected.
- c. List any additional operating funds and capital items needed.
Annual software costs estimated at \$185,000
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.).
It is requested that new general funds be made available to cover both the software costs and personnel costs on an ongoing basis.
There are other costs associated with Colleague which will be covered by local funds, particularly from full time student technology fees. This system requires three dedicated computer servers, which have a service life of about 8 years. Due to periodic changes in the software to support new federal and state reporting requirements and new financial aid control methods, annual training for the operator is required. This typically requires approximately \$4000 annually for participation in formal training and in local user group training.
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 EITC campus is served by Colleague software with the exception of custodial and maintenance personnel. There will be no impact on short term college operations if the requested funding is or is not provided. Funding for this software, and the technician to support it, is currently being drawn from college financial reserves. The entire faculty is served by Blackboard software as are all full time and part time (credit) students. Not funding this request would leave EITC more vulnerable to cyber-attack and increase risk of data disclosure in violation of various federal laws.
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 previously requested
- 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: Professional Technical Education

Agency No.: 503

FY 2016 Request

FUNCTION: General Programs

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.02	Title: Secondary Added Cost Funding			Priority Ranking 2 of 4	
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. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$1,009,400				\$1,009,400
LUMP SUM:					
GRAND TOTAL	\$1,009,400				\$1,009,400

How connected to institution/agency and Board strategic plans:

Goal 1: Effective and efficient delivery system resulting in a highly skilled workforce for Idaho.

Objective D: Student Success:

Systems services, resources and operations support high performing students in high performing programs transitioning to employment.

Description:

Added cost is the difference between the extra costs of PTE programs over general education programs' costs. Safety, current technology and instructional equipment are examples of added costs of PTE programs. Prior to the 2014 Legislative session,

BUSINESS AFFAIRS AND HUMAN RESOURCES
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added-cost unit values for PTE programs had not changed since 1998. At the same time technology, instructional equipment, and other added costs have increased.

In the 2014 Legislative session, the Legislature approved \$756,400 ongoing from the General Fund to increase PTE's secondary schools added-cost unit values. This included \$512,900 to increase the unit value for the Ag. Science and Technology Programs and the Ag. Science/Mechanics Programs from \$10,260 to \$15,000, for an increase of 46.2%.

The line item also included \$243,500 to increase PTE's secondary schools added-cost unit values by 5% for all PTE secondary programs, with the exception of Ag. Science and Technology Programs and the Ag. Science/Mechanics Programs.

The Division of Professional-Technical Education is requesting \$1,009,400 ongoing from the State General Fund to increase PTE's secondary schools added-cost unit values by 20% for all PTE secondary programs, with the exception of Ag. Science and Technology Programs and the Ag. Science/Mechanics 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?
The request is for a change in the General Fund to increase PTE's secondary added-cost unit values by 20% for all secondary programs, with the exception of Ag. Science and Technology Programs and the Ag. Science/Mechanics Programs.
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 assumptions: new customer base, fee structure changes, ongoing 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?

Students enrolled in secondary PTE programs are served by this request.

The impact of this request is to help offset the increased costs associated with running the secondary PTE programs.

Students, secondary schools and PTE programs would be impacted if the request were not funded.

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5. If this is a high priority item list reason non-appropriated line items from FY 2015 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: Division of Professional-Technical
Education**

FUNCTION: Postsecondary Programs

ACTIVITY:

Agency No.: 503

Function No.: 03

Activity No.:

FY 2016 Request

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Original Submission X or

Revision No.

A: Decision Unit No: 12.03	Title: Advanced Manufacturing Initiative			Priority Ranking 3 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	\$140,000				\$140,000
2. Benefits	52,400				52,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$192,400				\$192,400
OPERATING EXPENDITURES by summary object:					
1. Supplies and services	\$215,200				\$215,200
TOTAL OPERATING EXPENDITURES:	\$215,200				\$215,200
CAPITAL OUTLAY by summary object:					
1. Instructional equipment (one time)	\$596,000				\$596,000
TOTAL CAPITAL OUTLAY:	\$596,000				\$596,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,003,600				\$1,003,600

Supports institution/agency and Board strategic plans:

Idaho State Board of Education 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.

Performance Measure:

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

Benchmark: 60% by 2020

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

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documented work readiness (postsecondary and/or industry credentials) amongst 25-34 year old adults by 2020.

Description:

Ongoing as well and one-time money is needed to continue the momentum from last year's funding in the creation and expansion of advanced manufacturing programs. To remain competitive in the marketplace, the manufacturing sector of Idaho is faced with the implementation, operation, and maintenance of highly sophisticated equipment to automate their manufacturing, production, and processing systems. As an agent of economic development, PTE programs provide the workforce with the sophisticated skills required to support the new highly automated systems across the broad spectrum of advanced manufacturers in Idaho: food and dairy processors, aerospace, rapid prototyping, and many subsectors distributed around the state of Idaho. The current PTE postsecondary program inventory includes some elements of these needs, but there are specific emerging regional needs that prompt this request: a critical mass of food processors needing engineering and food processing technicians and industrial mechanics; the aerospace sector in northern Idaho; machine tool technology in southwestern and eastern Idaho, and aircraft maintenance in southeastern Idaho. In addressing these needs with each of the technical colleges, this proposal serves to upgrade, enhance, refine, and expand programs across the state as follows:

Line Item Request Summary FY2016

Institutional totals		FTP	ongoing		OE	one-time equipment	budget total
			salary	benefits			
CSI	Food Processing Technology	0			14,000	165,000	179,000
CWI	Advanced Manufacturing	0			40,000		40,000
	Advanced Manufacturing - Training	0				150,000	150,000
EITC	Advanced Manufacturing Technologies	0			70,000	126,000	196,000
ISU	Advanced Manufacturing	0			23,500	100,000	123,500
	Aircraft Maintenance Technology	0				20,000	20,000
LCSC	Engineering Technology	1	50,000	21,800	33,200	35,000	140,000
NIC	Advanced Manufacturing Aerospace Instructor	2	90,000	30,600	34,500		155,100
Grand total		3	140,000	52,400	215,200	596,000	1,003,600
Total ongoing				192,400			
Total one-time						596,000	

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 (instructional equipment) to support the proposed advanced manufacturing 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 FY2016.

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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.

Full time professional-technical program faculty 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 adequately support the emerging high-tech nature of the Idaho manufacturing sector and 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 Idaho Technical College System, it is an imperative that programs adapt to current need. There are elements of the prior year request in this current request. The major difference is the focus on a particular industry sector in need and giving instructional program development at this level of funding a high priority.

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: Division of Professional-Technical
Education**

Agency No.: 503

FY 2015 Request

FUNCTION: Dedicated Programs

Function No.: 04

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ___

A: Decision Unit No: 12.04		Title: Agricultural and Natural Resources Education Programs			Priority Ranking 4 of 4
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. Supplies and services					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Instructional equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$325,000	\$275,000			\$600,000
LUMP SUM:					
GRAND TOTAL	\$325,000	\$275,000			\$600,000

Supports institution/agency and Board strategic plans:

Goal 1: Effective and efficient delivery system resulting in a highly skilled workforce for Idaho.

Objective D: Student Success:

Systems services, resources and operations support high performing students in high performing programs transitioning to employment.

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Description:

Idaho Code Section 13-1629 established the Agricultural and Natural Resource Education Programs which consists of:

1. **Idaho Quality Program Standards Incentive Grants** to provide incentive grants up to a maximum of \$10,000 for instructors of agricultural and natural resource education programs offered in any grade 9 through 12 where such programs meet or exceed the applicable Idaho quality program standards as determined by the State Board for Professional-Technical Education; and
2. **Agricultural Education Program Start-Up Grants** to provide funds up to four (4) grants per school year (no more than \$25,000 per grant), for school districts and public charter schools to begin or to re-establish an agricultural and natural resource education program in any grade 9 through 12.

For the **Idaho Quality Program Standards Incentive Grants Fund**, the Division of Professional-Technical Education is requesting State General Funds in the amount of \$300,000 and Dedicated Funds in the amount of \$200,000.

The FY2014 total FTE of Agriculture and Natural Resource instructors was 126 and it was established that 40% of the instructors would initially meet the criteria of Idaho Quality Program Standards with a maximum grant of \$10,000 per instructor. The total request of both State General Funds and Dedicated Funds (\$500,000) would meet this need.

For the **Agricultural Education Program Start-Up Grants Fund**, the Division of Professional-Technical Education is requesting State General Funds in the amount of \$25,000 and Dedicated Funds in the amount of \$75,000.

This grant fund will provide up to four (4) Agricultural Education Program Start-Up Grants (not to exceed \$25,000 per grant) to school districts or public charter schools to begin or re-establish an agricultural and natural resource program in any grade 9 through 12. The total request of both State General Funds and Dedicated Funds (\$100,000) would meet this need.

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 Division is requesting funds to implement Idaho Code Section 33-1629 ("The board of professional-technical education shall in its annual budget request to the legislature request funding for the grant program provided for in this section."). Funds requested from the Idaho Quality Program Standards Incentive Grants Fund will be used to award up to 50 grants to secondary school districts for programs that meet or exceed the applicable Idaho quality program standards established by the State Board for Professional-Technical Education. Funds requested from the Agricultural Education Program Start-Up Grants funds schools to begin or re-establish an agricultural and natural resource education program in any grade 9 through 12.

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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.
None
 - 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.
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?
Secondary students enrolled in, or who want to enroll in, agricultural and natural science education programs in Idaho's school districts and public charter schools.
5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
None

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

Agency No.: 501

FY 2016 Request

FUNCTION: CSI

Function No.:

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

Supporting Complete College					
A: Decision Unit No: 12.01	Title: Idaho				Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	13.00				13.0
PERSONNEL COSTS:					
1. Salaries	\$562,000				562,000
2. Benefits	253,000				253,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$815,000				815,000
OPERATING EXPENDITURES by summary object:					
1. Travel	\$40,000				\$40,000
2. Software	60,000				60,000
3. Operating Supplies	25,000				25,000
4. Faculty Professional Develop.	30,000				30,000
TOTAL OPERATING EXPENDITURES:	\$125,000				\$125,000
CAPITAL OUTLAY by summary object:					
1. New Computer Lab	\$60,000				\$60,000
TOTAL CAPITAL OUTLAY:	\$60,000				\$60,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,000,000				\$1,000,000

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 in Idaho’s educational system.

Performance Measure:

1. Increase graduation rates for the College of Southern Idaho from 18% to 28% by fiscal year 2018 (May of 2018) – IPEDs definition of graduation rate. Fall of 2014 benchmark
2. Increase retention in degree and certificate programs at the College of Southern Idaho from 50% to 60% by fiscal year 2018 (May 2018) IPEDS definition of Fall to Fall retention. Fall of 2104 benchmark

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3. Increase the number of students earning degrees or certificates by 30% by fiscal year 2018 (May 2018). Fall of 2014 benchmark
4. Increase credits successfully completed by 15% by the Fall of 2017 based upon Fall of 2014 credits.

The above performance measures are in support of SBE benchmarks

1. Attain a 75% new full time student return rate for the second year in Idaho community colleges.
2. Attain 20% of head count for post-secondary unduplicated awards for certificates requiring one academic year or more of study.

Description:

The Idaho State Board of Education has set a goal of 60% of all Idahoans between the ages of 25 and 34 receiving post-secondary education or training in order to meet today's needs in the workforce. The JA and Kathryn Albertsons Foundation (JKAF) has also strongly supported post-secondary education through their funding initiatives and "Go On" programs.

Though bachelor's and graduate degrees are important, the community colleges feel very strongly that these goals can only be met through a combination of associate degrees, professional technical education, certificates and customized workforce training.

The proposed model is based upon successful pilot programs funded by short term grants at our institutions and proven programs successfully implemented throughout the nation. This model, based in part on Complete College Idaho, is one of career counseling, guided pathways for success (GPS), mandatory orientation, intensive and intrusive advising, redesigned remedial courses, continuous follow up and expanded tutoring. It is high touch and highly successful. From a student's perspective, it requires a significant amount of effort for a shorter period of time and a much greater probability of success.

Each institution is at a different point in implementing programs to increase student success and therefore will have different needs. The funding distribution for this request is based upon each institution's academic FTE as reported to the Idaho State Board of Education.

The following outlines the needs of each institution:

College of Southern Idaho

1. Career and Transition Coordinators: 4 FTE (\$32,000 salary plus benefits = \$50,000) = \$200,000, plus \$20,000 operating expenses = \$220,000
80% of Idaho students graduate from high school but only 47% receive postsecondary training. We are missing the link in the transition to between high school and college. The new career and transition coordinators would work closely with recruiting and admissions staff in

BUSINESS AFFAIRS AND HUMAN RESOURCES
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helping students at the beginning of their postsecondary training and education. In addition to providing extensive outreach/recruiting services, staff would be involved in career coaching to assist students in making the right choices at the start of their education. In fulfilling this expanded customer service role, staff would not only ensure students were admitted but also make sure they completed orientation, were advised, registered, applied for scholarships, and had a financial plan. Staff would assist the student with any administrative problems. These staff members would deal primarily with full time students in both professional technical and academic programs. This is at once an educational process about careers in the recruiting phase and an integrated advising and enrollment process. The end result of this process is an individualized education plan that will lead to timely and successful program completion.

2. Advising Staff: 4 FTE (\$32,000 salary plus benefits = \$50,000) = \$200,000, plus \$60,000 in operating expenses=\$260,000

We have completed the first year of a very successful pilot program with funding from the JKAF. This pilot program targeted at-risk students (i.e. minority, first generation college, underprepared and economically disadvantaged). Based upon the pilot program results and with assistance from our existing advising staff, we would implement intrusive advising with a case management model. Each advisor would have mandatory meetings 4 times a semester for new students for the first year and at least two meetings per semester for the following semesters. These advisors would also provide mandatory orientation that involved academic, financial and career information for new students with assistance from faculty and staff. In addition to staff, operating expenses include enhanced scheduling software and student tracking systems.

3. Remediation Reform: 4 Instructional FTE (\$41,000 salary plus benefits = \$60,000) = \$240,000, plus \$60,000 equipment = \$300,000

The new instructional staff would be supplemented by existing faculty in the establishment of an open laboratory type setting with computerized developmental coursework. The year round labs would be staffed by trained instructional staff to monitor and assist each student in completing coursework at his or her own pace. Credit would be awarded based upon outcomes.

4. Expanded Tutoring and Student Mentoring: \$80,000 Part-time and Adjunct

Expand resources for post-gateway high risk classes such as biology, chemistry, high level math, nursing, etc. based upon success ratio of the courses. This would involve hiring skilled students and staff to assist in these areas, and these instructional coaches will be available during a wide range of open hours for these services will serve to improve completion rates.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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5. Instructional Designer: 1 FTE (\$70,000 plus benefits = \$95,000), plus \$45,000 in operating expenses = \$140,000

This position would not only oversee quality in all of our online course offerings, but also would assist faculty in bringing up courses to the required level and monitor all courses for quality. The goal of this position is to increase success rates in all online courses through redesign and utilization of the most successful teaching techniques. While gateway courses would be targeted, the position would also assist in the development of quality online programs, not just courses.

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 is for funding to develop a comprehensive approach to postsecondary educational services for all students. The approach involves the investment of resources on the front end of a student's educational experience in order to increase program completion at the most economical price possible. Job coaching, recruitment, orientation, placement, advising, registration and follow up services are all significantly enhanced through this proposal.

The primary purpose of this request is to not only increase completion rates for all programs, but also to increase the number of students participating in post-secondary training. This is a direct response to both the Idaho State Board of Education 60% goal and the JKAF "Go On" campaign.

The base funding for salaries and benefits for the existing five advisors and an advising director is \$327,900. The base funding for salaries and benefits for two recruiters is \$97,200. Both of these amounts are in the College of Southern Idaho General Fund account.

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.
- 4.0 FTE Recruiter/Advisor, \$32,000, Full Time, Full Benefits @ \$18,000, Hire Date of July 1, 2015, 12 month contract
 - 4.0 FTE Advisor, \$32,000, Full Time, Full Benefits @ \$18,000, Hire Date of July 1, 2015, 12 month contract
 - 4.0 FTE Faculty Instructor, \$41,000, Full Benefits @ \$19,000, Hire Date of August 1, 2015, 9 month contract
 - 0.0 FTE Faculty/Adjunct Faculty Tutors, \$25 per hour, No Benefits, Hire Date of August 1, 2015
 - 1.0 FTE Instructional Designer, \$70,000, Full Time, Full Benefits, Hire Date of July 1, 2015, 12 month contract

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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

The existing CSI Admission and Recruiting functions will be restructured to ensure student follow-up is continuous and relevant. Coordination with Advising will also be enhanced along with increased, coordinated orientation and registration services for students.

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

We are requesting \$20,000 in travel funds for Recruiting/Advising to increase the number of students we can reach. This will involve more intensive job coaching, advising and follow up than our current model.

We are requesting \$10,000 in travel funds for our advising staff for professional development and collaboration with other institutions concerning best practices. We are requesting \$20,000 in supplies for our advising staff to facilitate intensive advising through an increased number of student orientations held at various times throughout the year. There will be orientations every week in the summer. We are requesting \$30,000 for software enhancements for advising to allow us to track students through stages of recruitment, orientation, advising, registration and completion. The software will provide a platform to assist in intensive advising. The data gathered will assist in determining the best practices for successful outcomes.

We are requesting \$10,000 in travel, \$5,000 in supplies and \$30,000 for faculty professional development for our instructional designer position. The travel is to ensure that our instructional designer and selected lead staff stay current on best practices. The \$5,000 is for various faculty events and meetings concerning instructional improvement. The \$30,000 for professional development is to expose our faculty to innovative instruction. This will involve speakers, travel, webinars and direct instruction.

We are requesting \$60,000 for a computer lab for remediation reform. The new lab will allow us to use assistive software for developmental students in an open setting with faculty to provide assistance. The objective is to get students up to college level within a single semester rather than multiple semesters.

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 entire request is for General Funds. The \$60,000 computer lab is a one-time start-up equipment purchase. Replacement computers will be funded from institutional 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?

This request is to improve the services we provide to students to ensure they are successful in their post-secondary experience. As noted in our Performance Measures, we expect to see more students, to serve them better and to increase completion rates.

If this request is not funded, we will continue to run pilot programs serving small groups of students. This will refine the development of programs but it will not have a major effect on increasing enrollments and completion rates.

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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: Community Colleges

Agency No.:

FY 2016 Request

FUNCTION: CSI

Function

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No.:

Original Submission X or

ACTIVITY:

Activity No.:

Revision No. ___

A: Decision Unit No: 12.02		Title: Achievement Based Software			Priority Ranking 2 of 3
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. Hosted Software	\$100,000				\$100,000
TOTAL OPERATING EXPENDITURES:	\$100,000				\$100,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$100,000				\$100,000

Supports institution/agency and Board strategic plans:

CSI Strategic Initiative 1: Student Learning and Success

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

Performance Measure:

1. The success rate of students testing into developmental education and completing their course of study will increase from 30% to 60% by fiscal year 2018 (May 2018)

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Description:

One of the major barriers in getting students started on a career track is getting them through the general education requirements of math and English. 40% to 60% of incoming first-time fulltime students place into remedial math, remedial English, or both, and students often take several semesters to complete traditional developmental education courses as a part of this process. Many get discouraged and quit.

Responding to pilot program results and evidence-based practices aligned with Complete College Idaho, CSI recognizes remediation reform is essential. Students must be accurately diagnosed in terms of their specific deficiencies, and then engaged in specialized learning opportunities and activities and their progress through these activities closely monitored. College personnel would facilitate the instruction, but the management interface, learning activities, and progress monitoring requires specific technology and potentially cloud-based data systems.

CSI proposes to secure access to a software solution that will accomplish these various interventions and activities. The anticipated outcomes are:

- Thorough identification of student-specific instruction
- Targeted, precise, individualized computer-based learning, facilitated by CSI personnel
- Automated progress reporting for enhanced student engagement
- Shortened time to enter gateway courses
- Economical alternative to multi-credit developmental courses
- Higher efficiency and success rates of student participants

There are many variables in the pricing of a hosted software system with these features. This request is for the purchase of a base system from which we can build upon based upon our measured success and best practices.

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 is for \$100,000 to pay for a hosted system and associated training for a specialized learning software system.
Existing instructional staff will be trained in the use of the software.
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.
Existing instructional staff will be trained in the use of the system.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
Developmental education faculty, both existing and if the need exists, new faculty, will be trained both in the use of the software and in the teaching methods required for this type of instruction.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- c. List any additional operating funds and capital items needed.
No additional operating funds are required.

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.).
Based upon the anticipated use of the program, we expect the annual maintenance and licensing fees to be approximately \$150,000 per year for the hosted solution.

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 are the primary recipients and beneficiaries of this request. The anticipated impact will be significant in that both the timeline to gateway course participation will be accelerated and the rate of course completion will increase.

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 prior year Line Items that were not funded were not requested this year. In light of CSI's commitment to remediation reform consonant with the CCI Plan, this line item poses a more critical need.

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 14, 2014**

AGENCY: Community Colleges

Agency No.:

FY 2016 Request

FUNCTION: CSI

Function No.:

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

A: Decision Unit No: 12.03		Title: Institutional Researcher			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$76,000				\$76,000
2. Benefits	27,000				27,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$103,000				\$103,000
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
TOTAL OPERATING EXPENDITURES:	\$5,000				\$5,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$2,000				\$2,000
TOTAL CAPITAL OUTLAY:	\$2,000				\$2,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$110,000				\$110,000

Supports institution/agency and Board strategic plans:

Goal 3, Objective B: Data Informed Decision Making – increase the quality, thoroughness and accessibility of data for informed decision-making and continuous improvement of Idaho’s educational system.

Performance Measure:

1. Through the use of data analysis and continued participation with the Idaho State Board of Education, relevant, reliable, comparable data will be used in making management decisions. CSI will be able to participate in providing reports and data required by various entities.

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Description:

The College of Southern Idaho currently has two part time staff assigned to institutional research and reporting. In addition to traditional on-going ad hoc, IPEDS and administrative management reports, we have added reporting for the statewide longitudinal data system, the community college Voluntary Framework for Accountability, Complete College America, new Northwest Accreditation core standards and the Student Success Initiative. The staff is also responsible for Institutional Profile Report, a 150 page book of current as compared to historical data, charts and graphs specifically for CSI, which is completed every two years.

In addition to reporting, there is a growing emphasis by the Idaho State Board of Education for institutional research staff to participate in state and national conferences. We are also experiencing a movement towards analytics for predictive data and efficiencies. Analytics can provide valuable data but it is time intensive.

Two part time people cannot keep up with this workload.

This request is for funding to hire one full time institutional researcher to assist our two part time staff. This position will provide consistent support to our existing staff along with improving the process of getting needed reports for evaluation and decision making.

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 full time institutional researcher position is being requested to assist in addressing the overwhelming amount of reporting and data analysis required both internally and externally.

Currently, we have two part time staff doing institutional research. The Dean of Instructional Technology spends part of his time on research and the remaining time supervising all network, hardware, web, telephone and telecommunication systems. This involves oversight of approximately 24 staff members. A research specialist who also does all ad hoc reporting for our Student Services and Business Office departments is also involved in institutional research.

The total of \$104,400 is currently being spent in this area.

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.
1.0 FTE, Institutional Researcher, \$76,000, Full Time, Full Benefits, Hire Date of July 1, 2015, 12 month contract
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
The new institutional researcher will report to the Dean of Technology. The existing two part time staff performing institutional research will share duties with the new position with the work being divided between them.
 - c. List any additional operating funds and capital items needed.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

We are requesting \$2,000 for a high functioning computer and the applicable software.

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 entire request is from the General Fund. The \$2,000 for the computer and software is a one-time start up equipment purchase. Replacement equipment will be from institutional 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 College is the prime entity being served through the utilization of data to make good decisions to efficiently provide services to students.

If this request is not funded, we will have to prioritize what we can do with the existing staff. This may mean not participating in various programs, data reporting and state sponsored events.

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 of this request. The FY 2016 line items prioritized higher were not a part of a prior year 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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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: Community Colleges

Agency No.: 505

FY 2016 Request

FUNCTION: NIC

Function No.: 06

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

Supporting Complete College					
A: Decision Unit No: 12.01	Title: Idaho			Priority Ranking 1 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	15.0				15.0
PERSONNEL COSTS:					
1. Salaries	\$600,000				\$600,000
2. Benefits	184,000				184,000
3. Group Position Funding	50,000				50,000
TOTAL PERSONNEL COSTS:	\$834,000				\$834,000
OPERATING EXPENDITURES by summary object:					
5. Travel	\$21,000				\$30,000
6. Operating Supplies	50,000				30,000
7. Faculty Professional Develop.	80,000				80,000
TOTAL OPERATING EXPENDITURES:	\$151,000				\$151,000
CAPITAL OUTLAY by summary object:					
1. Desktop Computers	\$15,000				\$15,000
TOTAL CAPITAL OUTLAY:	\$15,000				\$15,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,000,000				\$1,000,000

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 in Idaho’s educational system.

Performance Measure:

1. Increase retention in degree and certificate programs at North Idaho College from 54% (the 3 year average of Fall09 to Fall11) to 63%
2. Increase percentage of new students at North Idaho College who are awarded a degree or certificate from the current 20.8%.
3. Increase percentage of career program completers employed in related field from 54.9% to 65%.

The above performance measures are in support of SBOE benchmarks

BUSINESS AFFAIRS AND HUMAN RESOURCES
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1. Attain a 75% new full time student return rate for the second year in Idaho community colleges.
2. Attain 20% of head count for post-secondary unduplicated awards for certificates requiring one academic year or more of study.

Description:

The Idaho State Board of Education (SBOE) has set a goal of 60% of all Idahoans between the ages of 25 and 34 receiving post-secondary education or training in order to meet today's needs in the workforce. The JA and Kathryn Albertsons Foundation has also strongly supported post-secondary education through their funding initiatives and "Go On" programs.

Though bachelor's and graduate degrees are important, the community colleges feel very strongly that these goals can only be met through a combination of associate degrees, professional technical education, certificates and customized workforce training.

The proposed model is based upon successful pilot programs funded by short term grants at our institutions and proven programs successfully implemented throughout the nation. This model, based in part on Complete College Idaho, is one of career counseling, guided pathways for success (GPS), mandatory orientation, intensive and intrusive advising, redesigned remedial courses, continuous follow up and expanded tutoring. It is high touch and highly successful. From a student's perspective, it requires a significant amount of effort for a shorter period of time and a much greater probability of success.

Each institution is at a different point in implementing programs to increase student success and therefore will have different needs. The funding distribution for this request is based upon each institution's academic FTE as reported to the Idaho State Board of Education.

The following outlines the needs of each institution:

North Idaho College

1. Coordinator Retention/Completion: 1 FTE (\$60,000 salary plus \$20,000 benefits), \$2,500 operating expense and \$1,500 equipment. = \$84,500

A Coordinator for Retention/Completion will help to manage, develop and implement retention strategies to support student cohorts, and will help develop measurable goals to enhance student progress to degree completion. In addition to closely tracking student progress, the coordinator will assist with developing reports and will work with campus leaders to plan and provide support for broader campus retention efforts. The Coordinator will support instructional efforts to help sustain several grant-funded programs. This position will assist students with student services needs as they enter programs, track and aid students through their programs, and provide employment assistance as they complete programs.

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2. Advising Staff: 4 FTE (\$45,000 salary plus benefits = \$60,000) = \$240,000 plus \$8,000 in operating expenses and \$6,000 in capital outlay = \$254,000
We have has a very successful pilot program with funding from the J.A. and Kathryn Albertsons Foundation (JKAF). This pilot program targeted at-risk students (i.e. minority, first generation college, underprepared and economically disadvantaged). Based upon the pilot program results and with assistance from our existing advising staff, we would implement intrusive advising with a case management model. In addition to staff, operating expenses include travel and training and capital outlay includes computers and some office furniture.
3. Summer Remediation Program: 3 FTE (\$45,000 salary plus benefits = \$45,000) = \$180,000, plus \$6,000 equipment and \$4,500 operating expenses = \$190,500
The new staff would be supplemented by existing faculty in the establishment of an open laboratory type setting with computerized developmental coursework for math and English. The year round labs would be staffed by trained instructional staff to monitor and assist each student in completing coursework at his or her own pace.
4. Transition Coordinator: 1 FTE (\$45,000 plus benefits = \$60,000), plus \$2,500 operating expenses and \$1,500 equipment = \$64,000
A Transition Coordinator position will work closely with recruiting and admissions staff to help students transition from secondary to post-secondary programs. The Transition Coordinator will provide pathways coaching, will assist students in navigating through admissions and financial aid requirements, and will aid students with their education plans. Integrating the sometimes overwhelming admissions process with early advising ensures a smooth transition for students and a clear path toward timely completion of their program of study.
5. Support for Faculty Engagement in Intrusive Advising: 5 FTE (part time and adjunct faculty) plus benefits = \$144,000
The college has successfully implemented Intrusive Advising for at-risk students but has only been able to implement it on a small scale. Since faculty are often the first and most important point of contact for new students, they are in a position to recognize the early signs of an “at-risk” student such as sudden non-attendance or sudden failure to turn in work. Frequent faculty-student contact in and out of the classroom is the most important factor in student motivation and involvement. By providing support for faculty engagement in intrusive advising, the college can identify at-risk students early in their program thereby moving a greater number of students toward completion.
6. Faculty Professional Development: \$80,000 operating expense
Several faculty-driven curriculum process changes are underway at NIC as a result of the state-wide General Education Reform (GEM) initiative,

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AUGUST 14, 2014

and the adoption of the Guided Pathways approach to reducing time to graduation. The need for professional development for faculty is great so that the work continues toward identifying an explicit core with shared learning outcomes that clearly guides students toward their educational goals. NIC has begun work to review and implement a redesigned core that will not simply generate more degrees, but will generate quality degrees, and to both collect and use assessment data to make core course improvements.

7. Expansion of Quality Matters: 1 FTE (\$60,000 plus benefits = \$80,000), plus \$50,000 in instructional stipends, \$52,000 operating expenses and \$1,500 in equipment = \$183,500

The Quality Matters project at NIC is aimed at creating a continuous improvement process for assuring the quality of online instruction. The project will involve faculty, instructional designers, and staff in best practices in instructional design. The project will help to systematically ensure the quality and consistency of NIC's online courses resulting in greater success rates for online 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?

The request is for funding to develop a comprehensive approach to postsecondary educational services for all students. The approach involves the investment of resources on the front end of a student's educational experience in order to increase program completion at the most economical price possible. Job coaching, recruitment, orientation, placement, advising, registration and follow up services are all significantly enhanced through this proposal.

The primary purpose of this request is to not only increase completion rates for all programs, but also to increase the number of students participating in post-secondary training. This is a direct response to both the Idaho State Board of Education 60% goal and the JA and Kathryn Albertson "Go On" campaign.

The base funding for salaries and benefits for the existing staffing includes six advisors and advising Director totaling is \$338,700. This amount is in the NIC general fund. We also have two positions funded by the Albertson's grant in the amount of \$93,000. This is grant funding.

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.

1.0 FTE – Transition Coordinator \$45,000, full time with benefits at \$15,000. Anticipated hire date 7/1/16. 12 month employee.

1.0 FTE Coordinator Retention/Completion \$60,000, full time with benefits at \$20,000. Anticipated hire date 7/1/16. 12 month employee

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- 5.0 FTE Faculty/Adjunct Faculty Advisors 150 stipends at \$800/credit. Taxes and retirement only benefits. Anticipated hire date 8/15/16
- 1.0 FTE Instructional Designer \$60,000, full time with benefits at \$20,000. Anticipated hire date 7/1/16. 12 month contract.
- 0.0 FTE Faculty/Adjunct Faculty Training Stipends, \$500/faculty member for 100 faculty, taxes and retirement only. Hire Date of August 1, 2016
- 4.0 FTE Advising Staff \$45,000, full time with benefits at \$15,000. Anticipated hire date 7/1/16. 12 month contract
- 3.0 FTE Advising Staff \$45,000, full time with benefits at \$15,000. Anticipated hire date 7/1/16. 12 month contract

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

The existing NIC advising and instructional staff will train with and support these initiatives. There are already staff and faculty interested in and piloting these programs.

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

We are requesting \$80,000 in professional development funds for instructional personnel to help the college with general education reform and to design better methods for collecting, utilizing, and sharing student learning outcomes assessment data. This work will guide students toward their educational goals. We are requesting \$15,000 for computers for the new staff in this request as well as for office furniture.

We are requesting \$10,000 travel funds for the advising staff for professional development and collaboration with other institutions concerning best practices.

We are requesting \$11,000 in travel, \$20,000 in supplies and \$30,000 for training and professional development for our instructional designer position. The travel is to ensure that our instructional designer and selected lead staff stay current on best practices. The \$20,000 is for providing supplies and training materials to the faculty being instructed in the new methods. The \$30,000 for professional development is to expose our faculty to innovative instruction. This will involve speakers, travel, webinars and direct instruction.

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 entire request is for General Funds. The \$15,000 for desktop computers and furniture is a one-time start-up equipment purchase. Replacement computers will be funded from institutional 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?

BUSINESS AFFAIRS AND HUMAN RESOURCES
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This request is to improve the services we provide to students to ensure they are successful in their post-secondary experience. As noted in our Performance Measures, we expect to see more students, to serve them better and to increase completion rates.

If this request is not funded, we will continue to run pilot programs serving small groups of students. This will refine the development of programs but it will not have a major effect on increasing enrollments and completion rates.

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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: Community Colleges

Agency No.: 501

FY 2016 Request

FUNCTION: NIC

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

A: Decision Unit No: 12.02		Title: Data System Analyst/Developer			Priority Ranking 2 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$78,500				\$78,500
2. Benefits	26,000				26,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$104,500				\$104,500
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
TOTAL OPERATING EXPENDITURES:	\$5,000				\$5,000
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	\$112,500				\$112,500

Supports institution/agency and Board strategic plans:

Goal 3, Objective B: Data Informed Decision Making – increase the quality, thoroughness and accessibility of data for informed decision-making and continuous improvement of Idaho’s educational system.

Description:

The demand for more information to support regulatory compliance, strategic data driven decision making, ad-hoc and operational reporting needs is ever increasing. Renewed emphasis and institutional commitment and priority need to be given in the area of data development. An additional staff position in Information Technology will enable the College to markedly improve reporting and information analytics.

Questions:

BUSINESS AFFAIRS AND HUMAN RESOURCES
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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.
1 FTE Data Analyst/Developer, \$78,500 salary full time with benefits at \$26,000. Anticipated hired date 7/1/16. 12 month contract.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
No resources will be redirected. Existing operations will improve quality and availability of reporting to campus and constituents.
 - c. List any additional operating funds and capital items needed.
\$5,000 for travel to training and meetings with other schools. \$3,000 one-time funds for a desktop computer and office furniture.
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.).
Funding request is for state general funds. \$3,000 is for one time capital items (computer and office furniture).
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?

Since 2006, Information Technology has partnered with the Office of Institutional Effectiveness to develop an institutional reporting capability including a centralized, data-mart reporting environment. This environment utilizes Microsoft technologies and reporting tools that came at no additional cost to the institution due to our existing campus license agreement with Microsoft.

Leveraging the Microsoft Business Intelligence suite of tools will pay great dividends to North Idaho College. The Developer position will not only assist and support the existing Information Center staff and data analysts but will further extend the college's ability to complete current information initiatives and address new analytics initiatives, taking the data mart reporting platform to a new 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: Community Colleges

Agency No.:

FY 2016 Request

FUNCTION: NIC

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

A: Decision Unit No: 12.03		Title: Security Measures			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 2 Officers					
1. Salaries	\$64,000				\$64,000
2. Benefits	16,000				16,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$80,000				\$80,000
OPERATING EXPENDITURES:					
Establish M & O budget:					
Security Training	\$15,000				
TOTAL OPERATING EXPENDITURES:	\$15,000				\$15,000
CAPITAL OUTLAY by summary object:					
<u>Exterior Campus Surveillance System:</u> Network Storage, (\$35,000); Entrance/Exit Cameras, (\$84,000); Parking lot Cameras, (\$40,000); License, (\$10,000); Installation, (\$16,000)	\$185,000				\$185,000
<u>Electronic Access Controls for Departmental/Building Zone Security:</u> 50 doors at \$5,000 per door.	250,000				250,000
Internal Electronic Access controls: Upgrade to current system to allow classrooms with electronic locks to be locked down from within.	90,000				90,000
TOTAL CAPITAL OUTLAY:	\$525,000				\$525,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$620,000				\$620,000

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

Performance Measures:

Narrative Support: Since the passing of SB 1254, allowing concealed weapons on campus, the safety of our college campuses have come into question. Increased training and personnel within our campus security department along with the installation of surveillance cameras and expanding the capability for securing areas of campus through electronic access will serve to make our campus safer.

Description: Enhancing the capabilities of our campus security by providing an increased visual presence and ability to respond to multiple calls will better serve our students, employees, and visitors.

Questions:

1. What is being requested and why?
Increased security personnel, campus wide exterior surveillance system, and enhanced electronic access controls. These 3 components will serve to improve the safety of our campus for students, employees, and visitors.
2. What is the agency staffing level for this activity and how much funding by source is in the base?
We are requesting 2 full-time, benefitted staff positions. 100% of the funding for this position is base.
3. What resources are necessary to implement this request
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.).

All anticipated expenditures would be state general funds. \$540,000 would be one-time funds for capital purchases.

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

Students, employees, and visitors to the North Idaho College campus will experience a more safe and secure environment. If this request is not funded, we will not be able to provide the enhanced level of safety and security we hope for.

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

Line items from prior year budget requests have either been funded or are a lower priority within the North Idaho College mission and strategic plan .

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: North Idaho College

Agency No.:

FY 2016 Request

FUNCTION: Education

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

A: Decision Unit No: 12.04		Electronic and Information Technology Coordinator (ADA)			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	\$42,000				\$42,000
2. Benefits	17,700				17,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$59,700				\$59,700
OPERATING EXPENDITURES:					
Establish M & O budget:					
Office remodel in Seiter Hall, computer, and equipment	\$12,000				\$12,000
Electronic Information Technology and Assistive Technology Conferences, staff development and association memberships	10,000				10,000
TOTAL OPERATING EXPENDITURES:	\$22,000				\$22,000
CAPITAL OUTLAY by summary object:					
<u>Network, Software, and other system compliance:</u> HiSoftware Compliance Sheriff for Web Content Compliance Automation, (\$32,000); Campus-Wide Speech to Text Software Licensing Software Read/Write Gold (\$12,000); Transcription Costs for Video and Film Captioning (\$18,000)	\$62,000				\$62,000
Hardware Compliance: Access Kiosk Computer Replacements (\$18,000); Student Disability Multimedia Computer Stations upgrades for 7 sites (\$21,000); Blind and Visually Impaired Assistive Technology Lab to include 3-D printing for Tactile accommodation (\$15,000).	54,000				54,000
TOTAL CAPITAL OUTLAY:	\$116,000				\$116,000
GRAND TOTAL	\$197,700				\$197,700

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

Performance Measures:

Performance objectives and measures will be defined in the North Idaho College Electronic and Information Technology (EIT) Policy and Procedure.

Description:

The U.S. Department of Education, Office for Civil Rights is widely publicizing the recent May 4, 2012 University of Montana EIT compliance complaint against the institution. The Office for Civil Rights is reminding all post-secondary institutions that the remedial actions against the University of Montana should be viewed as a template to ensure colleges are in compliance with EIT requirements and standards. After reviewing the Department of Education, Office for Civil Rights Resolution Agreement with the University of Montana, NIC has recognized the need to designate/hire an Electronic and Information Technology (EIT) coordinator, develop an EIT Policy and Procedure, audit all college electronic systems for accessibility compliance, and develop a priority list to begin addressing deficit areas. NIC has already identified several deficit areas through past audit activity including the need to install web content compliance software, purchase a campus wide licensing for text to speech software system, upgrade computer kiosks, information stations, copiers, learning management systems including classroom technology and multimedia, phone systems, and also provide captioning of videos and film content to ensure accessibility for students with disabilities is adequately addressed. Additionally the EIT Coordinator would be responsible for identifying additional funding sources and grants to ensure continued electronic and information tech compliance across all NIC campuses and platforms.

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?

It is critical for North Idaho College to fully meet federal EIT compliance and in order to do so, both staff and capital outlay resources must be established and maintained. North Idaho College is requesting funds to expand and further develop its Electronic and Information Technology (EIT) compliance to ensure NIC systems are fully accessible for individuals with disabilities. In order to meet compliance standards, NIC must develop an EIT Accessibility Policy and Procedures, designate an EIT Coordinator who has the responsibility and commensurate authority to coordinate the College's Accessibility Policy and Procedures, perform an audit of EIT applicable systems at NIC, prioritize deficient systems, and then implement enhancement and corrective action to ensure EIT compliance. In addition to requesting base funding for an EIT coordinator position, several large scale EIT systems expenditures are also being recommended as part of this request.

Salary request for 1 full-time, benefitted staff position. 100% of the funding for this position is base.

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Request funding for EIT upgrades and improvements which may include the following: website accessibility and website document compliance monitoring software; video and media accessibility and captioning capability; office equipment, copier and fax machine accessibility upgrades; information kiosks, ATM, and ancillary equipment upgrades; learning management system upgrades. 25% of the request is base to ensure ongoing accessibility systems upgrade and compliance.

2. What resources are necessary to implement 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.).

The entire request is from the General fund. \$116,000 is one time capital expenditure. Replacement, maintenance and future license renewal would be funded from other sources.

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 with documented disabilities, as defined by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, and the regulations that implement those statues at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, from the five northern counties and served by North Idaho College will be legally served through the implementation of the EIT coordinator and applicable systems management and upgrades.

If not funded, colleges risk a similar response by the U.S. Department of Education, Office for Civil Rights as was taken against the University of Montana. Preventative and incremental adequately funded EIT adaptation towards compliance, guided by policy and procedures and facilitated by an EIT Coordinator, is preferred as opposed to immediate OCR sanction which may result in costly and immediately intervention.

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

N/A. There have been no prior requests for an EIT Coordinator position or EIT system improvements and enhancements.

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: Instructional Support

Agency No.: 505
 Function No.: 07
 Activity No.:

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A: Decision Unit No: 12.01		Title: COMPLETE COLLEGE IDAHO/60%			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.0				5.0
PERSONNEL COSTS:					
1. Salaries	\$236,600				\$236,600
2. Benefits	106,200				106,200
3. Faculty training stipends	18,000				18,000
TOTAL PERSONNEL COSTS:	\$360,800				\$360,800
OPERATING EXPENDITURES by summary object:					
1. Travel (professional development)	\$20,000				\$20,000
2. Computers	6,000				6,000
3. Software	510,000				510,000
4. e-Campus	100,000				100,000
TOTAL OPERATING EXPENDITURES:	\$636,000				\$636,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$996,800				\$996,800

Supports institution/agency and Board strategic plans:

Idaho SBOE Goal 1, Objective B

GOAL 1: A WELL EDUCATED CITIZENRY *The educational system will provide opportunities for individual advancement.*

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:

CWI Goal 1, Objectives 1 and 3

Institutional Priority 1: Student Success -- *CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals). CWI will develop educational pathways and services to improve accessibility*

Objective 1: *CWI will improve student retention and persistence*

Performance Measure: *Semester-to-Semester Persistence rates will meet or exceed 80% by 2019*

Objective 3: *CWI will provide support services that improve student success*

Performance Measure: *Persistence Rate first to second semester of enrollment for 1st time college attenders will meet or exceed 77% by 2019.*

Description:

1. Academic Certificate— General Education Coordinator \$50,500 salary plus benefits = \$71,655; Credit for Prior Learning Coordinator \$50,500 plus benefits = \$71,655; Functional Analyst \$45,600 plus benefits \$65,726; OE \$68,600 = **\$277,636**

The State Board of Education recently approved a new General Education framework for Idaho post-secondary institutions to provide greater consistency and transferability among all public higher education institutions. This 36 credit framework represents a significant milestone for degree-seeking students. Currently, students completing this course of study are not awarded a formal certificate of completion and therefore are not counted towards the 60% goal. A general education academic certificate will allow the state of Idaho to formally acknowledge this milestone and capture these students in the count towards the 60% goal. CWI hopes to create such a certificate of completion. We believe this will not only significantly contribute to 60% of Idahoans, age 25 to 34, attaining a degree or certificate by 2020, such a certificate will provide dual credit students a goal of achievement prior to high school graduation (which they can transfer seamlessly to any of Idaho's public postsecondary institutions); additionally, an academic certificate will provide college students a sense of achievement and renewed motivation on their pathway to degree completion. An academic certificate for general education completers is also significant to business and industry. In a 2013 workforce study conducted by Hart Research Associates, 95% of employers "put a priority on hiring people with the intellectual and

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interpersonal skills that will help them contribute to innovation in the workplace” and 95% of employers say that “a candidate’s demonstrated capacity to think critically, communicate clearly, and solve complex problems is more important than their undergraduate major.” CWI will utilize e-portfolios to assess our general education program—students will contribute “signature assignments” to demonstrate their knowledge, skills, and abilities. The intention of the portfolio, beyond programmatic assessment, is to provide students with artifacts and documentation to aid transfer, scholarship applications, honors program transfer, or employment opportunities. The General Education Coordinator will promote the general education academic certificate, act as a liaison between Academic Affairs and the Registrar to oversee academic certificate completion, act as a liaison to Advising to coordinate ongoing degree completion planning for students earning an academic certificate, and will be responsible for coordinating general education program assessment. CWI is also requesting a functional analyst to assist in all data collection, analysis, and reporting related to Complete College Idaho initiatives, including general education reform, transforming remediation, and strengthening advising. A coordinator of Credit for Prior Learning will assist students in aligning prior experience with course competencies. Students may be granted credit for relevant experience commensurate with coursework, thereby shortening time to degree.

2. Student Success Course – 2 FTE \$90,000 plus benefits = \$130,000; faculty training \$18,000 plus benefits = \$21,780; \$7400 in OE = **\$159,180**.

To align with the Complete College Idaho key strategy of Structuring Student Success, CWI has developed a first semester student success course with thoughtful intent to connect students with the institution, faculty and staff, support services, one another, and with themselves as college-level learners. Connecting with Ideas is a course designed for new degree-seeking students and is a required component of the reformed General Education framework. CWI requests 2 full-time faculty leads to implement the new curriculum; coordinate monitoring, assessment, and reporting related to this cornerstone course; as well as to provide training and maintain a professional learning community for up to 30 adjunct and full-time faculty who will be teaching the course at multiple campus locations. This course is designed to help students become engaged members of the academic community at College of Western Idaho and cultivate the habits of mind for lifelong achievement and success by encouraging students to claim their education through learning how to learn. This course addresses academic expectations and strategies, introduces students to college resources and services, financial literacy, and encourages personal responsibility and engagement in an effort to prepare students for navigating college life and life beyond college. CWI recognizes the need to provide a transitional, college-readiness course in order to create the level of institutional connection that is critical to retention, persistence, student success.

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3. Study Plan – Ellucian software, OE = **\$55,000**

In an effort to advise students more effectively, CWI requests funding to implement a study plan tool within our current enrollment system, Ellucian. This tool will interface with degree audit and allow students and advisors to establish a degree plan to clearly define the students' pathway to a degree goal. Having this information in a format that allows for early verification and ongoing advising and registration support will allow students to keep sight of their goals, plan accordingly, and improve time to degree by reducing miscalculations of academic requirements or course availability.

4. Recruiter – Ellucian software, OE **\$255,000**

Ellucian Recruiter is advanced student recruitment and enrollment management software that provides insight into your prospect pool, using enrollment probability and predictive modeling to help you identify your ideal prospects. With Ellucian Recruiter, you have the ability to personalize your message to each prospect, with tools to ensure the message gets delivered the way they've said they want to hear from you. This tool will be especially valuable for outreach to high schools and to prospective student lists. Recruiter allows prospective students access to an online portal to initiate and track their application process, connect with advisors and receive information from the institution at relevant intervals throughout the process (including financial aid, assessment and placement, access to class schedules, etc.). CWI aims to improve the efficiency and ease of transitioning to the college. Capturing prospective students by improving accessibility helps strengthen the pipeline from secondary to post-secondary, and from the workforce to college.

5. Student Success – Ellucian software, OE **\$150,000**

Ellucian Student Success CRM is a comprehensive set of tools focused on advancing student engagement, increasing retention, and measuring progress towards educational success. This solution connects your campus with student-centric services, processes, insights, and technology to help every student stay on track to graduate. Ellucian Student Success CRM helps institutions:

- Provide seamless, accessible, and easy to use systems and processes that clear pathways and remove unnecessary friction
- Detect problems early by monitoring student predictors, events, and behavior that indicate when a student is struggling.
- Engage students with personal and timely communications that help them become a meaningful part of the campus community
- Use insightful analytics to make the most of the data you already have

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6. E-Campus Support Services – **\$100,000**

CWI provides robust online instruction, and is currently planning a build-out of student support services online including advising, tutoring, and IT support. These services are critical to our mission of accessibility and creating learning opportunities for all students. Online retention is traditionally lower than traditional classroom delivery, but retention can be improved if the appropriate co-instructional support is available to online 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?

The request is for funding to enhance our service to prospective students and current students alike, regardless of their academic background or goals. This funding will allow CWI to provide support and outreach services to potential students, with emphasis on accessibility and ease of navigation. We will also serve enrolled students by providing instructional enhancements that engage students in the learning process, set them up for academic success by providing a course specifically designed to connect students to the college, provide relevance to their future academic and work careers, and provide resources and pathways to reduce time to degree.

CWI will utilize current staffing, outside of the following FTE requests, to implement the projects listed herein.

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.

1.0 FTE General Education Coordinator, \$50,500, Full Time, Full Time Benefits @ \$21,155, Hire Date of July 1, 2015, 12 month.

1.0 FTE Credit for Prior Learning Coordinator, \$50,500, Full Time, Full Time Benefits @ \$21,155, Hire Date of July 1, 2015, 12 month.

1.0 FTE Functional Analyst, \$45,600, Full Time, Full Time Benefits @ \$20,126, Hire Date of July 1, 2015, 12 month.

2.0 FTE Faculty, \$45,000, Full Time, Full Benefits @ \$20,000, Hire Date of July 1, 2015, 9 month contract

Faculty training stipends, \$18,000, Full and Part Time, 30 faculty @ 20 hours *\$30/hour, Benefits @ \$3780.

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

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With the transition to the new general education framework, the human resources CWI currently allocates to teach elective core offerings will soon be reallocated to other competency areas, including the cornerstone course (Connecting with Ideas). CWI will utilize current IT staff to assist in implementation of e-portfolios and Ellucian software. CWI will utilize current online and support staff to build out online student support services.

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

We are requesting \$20,000 in travel funds to assist in the professional development of faculty and coordinator positions.

We are requesting \$6000 for computers for new position requests.

We are requesting \$50,000 for software product and implementation of e-portfolio system for all General Education students.

We are requesting \$460,000 in Ellucian software products (Study Plan, Student Success, and Recruiter) to aid prospective and current students in their admissions process and pathway to degree.

We are requesting \$100,000 to assist in the build out of online student support services.

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.).

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?

All degree-seeking students, online and face-to-face, will be served by this request. The expected impacts are an improved rate of persistence from first to second semester and a higher rate degree completion. We believe these projects will create a much stronger connection between the student and the College of Western Idaho. Forging that connection by providing the additional support and services, along with creating an engaging and meaningful experience, is critical to our retention and completion efforts.

If this request is not funded, we will continue the transition prospective students to enrolled students, as well as assist current students in academic planning as efficiently as possible. We will seek other revenue sources to assist our transition to the new statewide general education core, but may need to find alternative methods of assessment and ways to provide relevant meaning to students without implementation of e-portfolios. We will continue to build out online support services, perhaps at a decelerated rate.

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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The top two Line Item requests for FY 2015, Occupancy for Micron Center and nursing staff support, were both funded in the Community College appropriation. The other three Line Item requests, not recommended by the Governor, have been determined to be lesser priorities than providing comprehensive services to all students to assist with remediation and retention.

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: Academic Support

Agency No.: 505
 Function No.: 07
 Activity No.:

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A: Decision Unit No: 12.02		Title: MATH LEARNING LAB			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries					
Director (Ada Campus)	\$62,000				62,000
Site Coordinator (Nampa)	56,000				56,000
2. Benefits	45,900				45,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$163,900				163,900
OPERATING EXPENDITURES by summary object:					
1. Check in system (2)	\$6,000				6,000
TOTAL OPERATING EXPENDITURES:	\$6,000				6,000
CAPITAL OUTLAY by summary object:					
1. Student workstations (180)	\$144,000				144,000
2. Computers (182)	218,400				218,400
3. Director work station (1)	1,500				1,500
4. Coordinator work stations (1)	1,200				1,200
TOTAL CAPITAL OUTLAY:	\$365,100				365,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$535,000				\$535,000

Supports institution/agency and Board strategic plans:

Idaho SBOE Goal 1, Objective B

GOAL 1: A WELL EDUCATED CITIZENRY *The educational system will provide opportunities for individual advancement.*

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Performance Measure:

Postsecondary unduplicated awards (certificate of one academic year or more) as a percentage of total student headcount)

Benchmark: 20% for 2-year institutions

CWI Goal 1, Objectives 1 and 4

Institutional Priority 1: Student Success -- *CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals). CWI will develop educational pathways and services to improve accessibility*

Objective 1: *CWI will improve student retention and persistence*

Performance Measure: *Course Completion rates will meet or exceed 80% by 2019*

Objective 4: *CWI will develop educational pathways and services to improve accessibility*

Performance Measure: *By 2019, 60% of Students who complete college prep coursework will earn a C or better in the corresponding gateway course*

Description:

To address the Complete College Idaho (CCI) key strategy of Transforming Remediation, CWI has designed a new delivery system for college preparatory math. Rather than offering a sequence of college-preparatory courses as is the current practice, CWI will offer college-preparatory mathematics in a learning-lab setting staffed by qualified instructors.

“The problem with remediation starts with the current placement assessments and their failure to provide postsecondary institutions with the appropriate information necessary to determine both a student’s knowledge and abilities” (Complete College Idaho, 2012, p.11). The Math Learning Lab model will incorporate measures for assessment beyond standardized cut scores, including specialized diagnostic assessments of each student’s mathematical knowledge and skills. This diagnostic measure will provide *individualized learning plans* that allow students to focus only on the curriculum they need in a modular, self-paced format with individual monitoring and just-in-time instruction.

The Math Learning Lab model aligns with the Board’s strategic objective of increasing educational attainment through participation and retention in Idaho’s educational system. Of CWI students placed in the remediation pipeline, fewer than half persist to a college-level math course. This model is designed to move students more quickly into a college-level math course by focusing instruction only on areas of need, thus saving the students money, eliminating the “stop-out” points that exist within the current remediation ladder of sequential courses, and accelerating time to degree. This model also aligns with CWI’s strategic initiative of student success by creating a pathway for remediation that will support course-level retention and bolster persistence to and

BUSINESS AFFAIRS AND HUMAN RESOURCES
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success in college-level courses for students who are initially placed in pre-college mathematics.

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?

CWI requests funding for two Math Learning Labs to be located on the Nampa and Ada campuses. Labs will include 90 student workstations (180 total), including data infrastructure, which will serve 1200 underprepared math students at each location. Two FTE, Director of Math Learning Lab and Nampa Site Coordinator, are included in the request, along with workstations and computers for each. Technology and infrastructure are critical to the design of the lab. Students will utilize specialized software for diagnostic assessment, module testing, and daily homework (including online tutorials) related to their individualized study plans.

Current personnel budget for 45 adjunct faculty teaching approximately 200 sections of pre-college math is approximately \$590,000. With the new delivery model, adjunct faculty will transition to instructional lab staff and budget will be reallocated to fund part-time staffing in the new model. Full-time faculty will also participate in lab-based instruction.

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.

Two full-time positions are requested to manage and coordinate the Math Learning Labs at Ada Campus and Nampa Campus:

Director, Math Learning Lab, Ada Campus; \$62,000 salary, plus \$23,570 benefits, total \$85,570; full-time; January 2015 date of hire, 12 month term.

Site Coordinator, Math Learning Lab, Nampa Campus; \$56,000 salary, plus \$22,310 benefits, total \$78,310; full-time; May 2015 date of hire, 12 month term.

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

Approximately 200 sections of pre-college math courses will be eliminated and reformatted into the Math Learning Lab model; 45 adjunct faculty will be retrained and reassigned as instructional methodology will transition from traditional delivery to a needs-based, individualized instructional approach. CWI anticipates utilizing our current full-time and adjunct faculty to deliver instruction.

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

180 student workstations, \$800/unit (including data), total \$144,000.

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182 computers (180 student, 1 director, 1 coordinator), \$1,200/unit, total \$218,400

1 director workstation, \$1,500

1 coordinator workstation, \$1,200

2 check-in systems, \$3000/unit, total \$6,000

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.).

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?

According to CCI (2012), "Of first-time, full-time students who enrolled in a 2-year Idaho postsecondary institution, nearly 67% were identified as needing remediation. Of students who have been away from high school for more than a year, 46% were identified by Idaho postsecondary institutions as needing remedial services" (p. 11). Underprepared students in mathematics is the primary population served by this request. The Office of the State Board has set a date of Fall 2015 for full implementation of transformed remediation delivery. The impact of this request will allow CWI to implement a nationally-recognized model that has demonstrated and documented success of improving student retention, persistence, and success. CWI will be seeking additional external funding sources for the Math Learning Labs. If this request is not funded, CWI may need to reassess the timeline for implementation which will impact students' ability to benefit from an accelerated preparation.

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 top two Line Item requests for FY 2015, Occupancy for Micron Center and nursing staff support, were both funded in the Community College appropriation. The other three Line Item requests, not recommended by the Governor, have been determined to be lesser priorities than providing comprehensive services to all students to assist with mathematics remediation and retention.

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: Student and Staff Safety

Agency No.: 505
 Function No.: 07
 Activity No.:

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A: Decision Unit No: 12.03		Title: WEAPONS ON CAMPUS			Priority Ranking 3 of 3
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. Contract police officers	\$172,900				\$172,900
2. Vehicles	60,000				60,000
3. Training, equipment, etc.	12,100				12,100
TOTAL OPERATING EXPENDITURES:	\$245,000				\$245,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$245,000				\$245,000

Supports institution/agency and Board strategic plans:

Idaho SBOE Goal 1, Objectives A

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.

Performance Measure:

CWI Goal 1, Objectives 1; Goal 2, Objective 1

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Institutional Priority 1: Structure Student Success – *The College of Western Idaho will implement a variety of programs to foster students' success in reaching their educational and/or career goals.*

Objective 1: *CWI will be actively involved in college readiness efforts that prepare students for success.*

Performance Measure: *Promote and publicize the positive financial and personal benefits of earning a degree or certificate from a community college.*

Institutional Priority 2: Develop Systems to Support Faculty and Staff – *The College of Western Idaho will prioritize support for employees, which thereby maximizes student success.*

Objective 1: *Develop resource allocation guidelines to effectively deliver programs and services.*

Performance Measure:

[To be developed]

Description:

CWI will initiate a 'School Resource Officer (SRO)' type program, which would be the most economical option for armed, P.O.S.T. certified law enforcement presence. This would be the most viable direction to proceed, considering the CWI two campus concept. The SRO would have oversight of all law enforcement issues, training, security assessments, and so forth.

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?
CWI requests an additional \$245,000 for armed police presence, as contracted from local police agencies. Currently, CWI does not employ armed police officers, either directly or by contract. The current staffing level for unarmed security is approximately 12 full time and 7 part time contract positions. CWI currently spends approximately \$556,000 (FY 2014 dollars) for security (mostly for contract security staff).
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.
This request includes two full-time, additional sworn police officers, contracted through a public law enforcement agency. It is estimated these positions would be in 'Police Officer III – Advanced', positions, with an hourly/annual pay rate of

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\$29.22/\$60,778, plus benefits. These officers would be employed by a local law enforcement agency, with PERSI benefits.

- 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 would be redirected.

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

It is estimated that approximately \$72,000 would be needed for vehicles for the officers (paid to the local agency via contract), training, equipment, and related.

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 expected to be the State 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?

Students, faculty, staff and visitors would all be served by this request. Due to the distance between CWI locations, it has been the procedure of CWI Security to provide a presence at all locations while the buildings are occupied with students. In locations such as Aspen Creek where the building are in close proximity, CWI Security provides an officer for the entire site and the officer covers all 3 buildings and grounds. This would also be the case in any location that has multiple building, or a more traditional campus setting.

If this request is not funded, CWI will have to make operational budgets cuts in order to adequately implement and meet the mandate of the State.

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 item has not been requested in the past.

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: Agricultural Research & Ext Srv
 FUNCTION: Agricultural Research &
 Extension Service

Agency No.: 514
 Function
 No.: 02

FY 2016 Request

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ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: Personnel and Operating Expenditures		Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Other	Total
FULL TIME POSITIONS (FTP)	21.7			21.7
PERSONNEL COSTS:				
1. Salaries	\$965,000			\$965,000
2. Benefits	395,000			395,000
3. Group Position Funding	150,000			150,000
TOTAL PERSONNEL COSTS:	\$1,510,000			\$1,510,000
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:				
LUMP SUM:				
GRAND TOTAL	\$1,510,000			\$1,510,000

Supports institution/agency and Board strategic plans:

Goal 3, Objective A

In order to meet society's critical needs in the area of agriculture, we must build a structure to adequately support our research and extension faculty and staff. This will require human capital to form a framework to support and enhance scientific discovery, revenue generation, dissemination of knowledge, and education of our youth. This team of support will increase our ability to be successful in the exchange of knowledge and resources and have a positive impact on Idaho and beyond.

Performance Measure: *Align personnel costs with strategic plan direction to achieve a balance that is sustainable and will allow the Agricultural Research and Extension Service (ARES) to move forward to achieve our goals.*

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ARES is severely underfunded in personnel. We have qualified faculty and support staff to conduct research and extension activities but lack the funding needed to allow them to adequately focus in their areas of expertise. With the addition of the requested new positions, adequate funding for current positions and the addition of graduate assistantships, we expect to see a direct effect on productivity and retention (longevity of employment).

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 agricultural 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, youth development and technological resources.

The positions identified in this request would provide a structure that would assist the University of Idaho and the College of Agricultural and Life Sciences in obtaining a more competitive position in the job market and to allow faculty and staff to be in a better position to develop competitive, productive, sustained research and extension programs. The contributions from productive research and extension programs directly benefit virtually all of Idaho's agricultural industry, communities, citizens, and stakeholders.

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?

We are requesting the following resources:

Salary (3 FTE) 4-H Area Extension Educator Faculty (New positions)

A nationwide longitudinal study conducted over an 8-year period by Tuft's University documents that youth in grades 5 to 12 who are involved in out-of-school 4-H programs excel in many areas. These include academic achievement, interest in STEM programs, civic engagement, and healthy living choices.

Idaho 4-H engages over 56,000 Idaho youth (15% Hispanic) in various programs. The 4-H program is delivered in each Idaho county as a partnership between 4-H professionals and volunteers who focus on helping youth develop citizenship, healthy living, and STEM skills. We have grown youth enrollment from 30,272 in 2008 to 56,546 in 2013, and have increased the number of volunteers from 3,510 in 2008 to 5,062 in 2013. However, the 4-H Youth Development program is running at near capacity; to further expand youth involvement, three additional

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faculty positions, one for each Extension district, are needed to provide program leadership and district-wide technical support in 4-H science, healthy living and citizenship. These faculty will train volunteers and 4-H staff and will focus on expanding partnerships and bringing additional external resources to support the 4-H program.

Investing in the UI Extension 4-H Youth Development Program aligns directly with UI's Strategic Plan (Goal 3); with UI's Core Theme of increasing engagement and its STEM initiative, and with the College of Agricultural and Life Sciences Strategic Plan to develop the "Transformative Youth Development Program of Distinction".

Salary (16.2 FTE) for Technical Support (Existing Positions)

Fully fund existing full-time technical support positions to support statewide research and extension programs. Positions are located at all Research and Extension Centers and in Moscow on the University of Idaho campus. Funding for existing full-time support staff positions was reduced to 50 percent in 2010 to meet budget reductions. This request re-establishes funding at 100 percent for full-time support staff. Support staff assist principle investigators with research and extension programs focused on developing and transferring knowledge of new, improved principles and practices that will enhance Idaho's agriculture, and improve the lives of Idaho's citizens. Principal responsibilities include supervising day-to-day operations of field, greenhouse, and laboratory aspects of programs; writing extension and research articles, reports and grant proposals, and preparing and presenting information to stakeholders. Fully funding these positions will significantly increase the productivity of research faculty who will subsequently be better able to focus on strategic areas as identified in our strategic plan as programs of distinction.

Salary (1.0 FTP) Grant Writer – Classified Staff (Level 7) New position

Enhance grant proposal competitiveness and success of College of Agricultural and Life Sciences faculty. The position will be located in Moscow on the University of Idaho campus and will have statewide responsibility in assisting faculty in identifying funding sources, and preparing and submitting grant proposals. The focus will be on grant proposals that are high value, multidisciplinary, integrated efforts that provide significant funding to College of Agricultural and Life Sciences faculty who will address research and extension needs important to Idaho's agricultural industry and Idaho's citizens. As part of the College's strategic plan, we intend to increase research and extension extramural funding from \$17 million to \$25 million over the next 5 years. A grant writer is essential in identifying funding opportunities and gaining efficiencies through coordination of effort or this ambitious goal will not be attainable. The enhanced extramural funding will provide direct benefits to Idaho's citizens and to

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agriculture by developing and transferring knowledge of new, improved principles and practices.

Salary (1.0 FTP) Web Technician – Classified Staff (Level 5) New Position

Provide web support primarily on the websites for University of Idaho Extension, which has a presence in 42 of the 44 counties, each with a separate series of websites used to communicate to the stakeholders of that specific county. While there is a single person in each county that is trained to upload and edit information on the website, these efforts have to be coordinated and branded to appear as a cohesive unit. The Web Technician will help coordinate these efforts, provide technical support, and assure that information is readily accessible by the community and service the efforts of extension.

Salary (0.5 FTP) Marketing and Communications Manager – Classified Staff (Level 10) Partial Funding of Existing Position

As the land grant institution for the state of Idaho, it is our responsibility to not only identify problems and create solutions, but effectively communicate this to stakeholders. Although print media and websites were key to communication in the past, with advances in technology we recognize the need to expand our educational and information delivery in new ways (on-line short courses, interactive websites, blogs, social media platforms, etc.). To be successful in this arena, we must identify key personnel to coordinate these efforts across disciplines and to increase public awareness of the excellent resources CALS offers Idaho's residents. The Marketing and Communications Manager will coordinate efforts to maximize efficiencies while increasing communications to external audiences and aligning efforts with priorities in the College of Agricultural and Life Sciences as outlined in the strategic plan.

Salary Graduate Research Assistantship Stipends (7-10 New Positions)

Graduate assistantship stipends must be provided competitively (best students) and strategically (high impact research and extension projects) to faculty located at all Research and Extension Centers and in Moscow on the University of Idaho campus. Funding for State supported graduate research assistantship stipends was reduced by 50 percent in 2010 to meet budget reductions. This request supports 7 to 10 master or Ph.D. level students. Graduate students assist faculty with research and extension programs focused on developing and transferring knowledge of new, improved principles and practices that will enhance Idaho's agriculture, and improve the lives of Idaho's citizens. In addition, graduate students conduct novel research important to Idaho, and are the next generation of agricultural science trained leaders.

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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.

See #1 above

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

We have redirected .75 FTP to our marketing and communications effort in order to develop a long range plan for marketing and communicating our success to stakeholders.

- 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.).

100% of the requested \$1,510,000 is recurring state general fund funding.

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 citizens of Idaho, the agricultural industry, and our growing export markets will be better served through improved research and extension activities if this funding request is approved. The same constituent groups will suffer if the request is not approved.

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 is a high priority for FY16 and will continue to be in future years due to the need to develop and disseminate information by several methods in order to reach a larger group of our stakeholders and significantly increase the opportunity for success for research and extension grant proposals submitted and awarded.

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: Health Programs

Agency No.: 515

FY 2016 Request

FUNCTION: WWAMI

Function No.: 02

Page 1 of 3 Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

Continuation of Five Medical School Seats for WWAMI TRUST Program (Year Three of Four)					
A: Decision Unit No: 12.01	Title: Program (Year Three of Four)			Priority Ranking 1 of 3	
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:	\$186,300				\$186,300
LUMP SUM:					
GRAND TOTAL	\$186,300				\$186,300

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 year, and the ratio of Idaho applicants per funded medical student position.

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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 is a request for the continuation of funding for the five Idaho TRUST (Targeted Rural Under-Served Track) students added in the FY14 Budget, who will now be continuing on into their third year of medical training in the WWAMI program at the University of Washington School of Medicine in Seattle.

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.

Budget support for Year 3 is in the form of Trustee/Benefits payments under the WWAMI contract. No new positions, staffing, capital, or operating funds are included in

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this request. The increase in State funding goes entirely for medical student education for these 5 TRUST students admitted to the Idaho WWAMI program in 2013.

AGENCY: Health Programs

Agency No.: 515

FY 2016 Request

FUNCTION: WWAMI

Function No.: 02

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Original Submission X or

ACTIVITY:

Activity No.:

Revision No.

Continuation of Five Additional Medical School Seats for WWAMI (Year Two of Four)					
A: Decision Unit No: 12.02		Title: (Year Two of Four)		Priority Ranking 2 of 3	
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:	\$180,300				\$180,300
LUMP SUM:					
GRAND TOTAL	\$180,300				\$180,300

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 year, and the ratio of Idaho applicants per funded medical student position.

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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 is a request for the continuation of funding for the five additional students added in the FY15 Budget, who will now be continuing on into their second year of medical training in the WWAMI program at the University of Washington School of Medicine in Seattle.

Budget support for Year 2 is in the form of Trustee/Benefits payments under the WWAMI contract. No new positions, staffing, capital, or operating funds are included in this request. The increase in State funding goes entirely for medical student education for these 5 additional students admitted to the Idaho WWAMI program in 2014.

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AGENCY: Health Programs

Agency No.: 515

FY 2016 Request

FUNCTION: WWAMI

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

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A: Decision Unit No: 12.03		Title: Five Additional Seats			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.5 FTE				1.5 FTE
PERSONNEL COSTS:					
1. Salaries	\$105,600	\$52,800			\$158,400
2. Benefits	34,100	17,000			51,100
3. Group Position Funding					
4. Bridge funding for curriculum renewal	100,000				100,000
TOTAL PERSONNEL COSTS:	\$239,700	\$69,800			\$309,500
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	\$46,400				\$46,400
TOTAL OPERATING EXPENDITURES:	\$46,400				\$46,400
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$286,100	\$69,800			\$355,900

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 year, and the ratio of Idaho applicants per funded medical student position.*

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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 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 FY16. With the transition of twenty WSU-based WWAMI students to Spokane in FY15, the Idaho WWAMI program has capacity for additional students; additionally, because of curriculum renewal, the University of Washington School of Medicine has increased capacity for the total number of medical students. Therefore, in an effort to increase the opportunity of the sons and daughters of Idaho citizens to attend a prestigious, highly ranked medical school and to potentially increase the number of physicians providing medical services in the state of Idaho in a timely manner, this request is to increase the incoming class of WWAMI students in the fall of 2015 to a total of thirty five (35).

To accomplish these goals and objectives, the Idaho WWAMI program needs to be authorized and funded to admit five additional students (new entering class total of 35 Idaho WWAMI students, fall 2015). This funding would come from general appropriations and dedicated funds derived from WWAMI tuition received by the

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University of Idaho. Specifically, new program costs are provided on page 1 of this request and would include:

1. A request to add one and a half (1.5) FTEs for faculty positions to implement curriculum renewal. This would take the form of three 0.5 FTE appointments; 1.0 FTE (two 0.5 FTE appointments) would be funded from general allocation and 0.5 FTE would be derived from dedicated funds.
2. Operating expenses for educating the five additional medical students, including anatomy supplies and equipment, study resources, clinical instruction, and other program costs.
3. Because we will be changing the curriculum beginning in the fall of 2015 to include both basic science and clinical medicine and because additional revenue from this revised program will not be forthcoming until the following fiscal year, one-time funds are requested to support the salaries clinicians that will be required to teach in the program (in the renewed curriculum, analysis of medical cases by the class will be directed by both a basic scientist and a clinician).

The FTE increase is requested to implement the instruction of additional subject areas of the renewed curriculum. In addition to personnel requirements, an 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 would be an ongoing request. It requires a commitment to not only increased funding and medical students in year 1 (FY16), 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 30 students per year, or 120 total students in medical school. This request requires the addition of 5 students in the entering classes of FY16, FY17, FY18, and FY19 or 35 students per year, for a total of 140 Idaho WWAMI students enrolled in medical school by FY19 (Fall 2018). This initial request is relatively small. The ongoing commitment to medical education, growing the Idaho WWAMI total medical school enrollment from 120 to 140 students, is necessary 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 (insuring rural training rotations in Idaho as a part of students' program).

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AGENCY: Health Education
 FUNCTION: Idaho State University,
 Family Practice Residency

Agency No.: 513

FY 2016 Request

Function No.: 4000

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 Original Submission X or
 Revision No. ___

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: Residency Support			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.5				1.5
PERSONNEL COSTS:					
1. Salaries	64,000				64,000
2. Benefits	26,000				26,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	90,000				90,000
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:	0				
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	90,000				90,000

Supports institution/agency and Board strategic plans:

**ISU Department of Family Medicine Strategic Plan 2015- 2020
 Strategic Planning – Mid-term (3-5 years)**

The ISU Department of Family Medicine has defined mid-term (3-5 years) and long-term (6-10 years) strategic planning components some of which are outlined below.

GOAL 1: Access – Recruitment of physicians for Idaho

Objectives for access

1. Maintain core residency program at 7-7-7.
 - o *Performance measure:*
 - Number of residents.
 - o *Benchmark:*
 - 21 residents in training.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Description:

Over the last three years the ISU Family Medicine residency has solidified their expansion from 18 to 21 residents with additional administrative and faculty supervising staff to meet education and accreditation standards for the enlarged residency. Funding was originally acquired through the federal Primary Care Residency Expansion (PCRE) monies which was an initiation funding for start-up costs. The residency now has to cover the ongoing permanent maintenance costs or alternatively reduce the residency back to 18. The increased support staffing required is 1.5 FTE at a cost of \$90,000 for the additional three residents to be supported and supervised for each three years of residency.

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 full time faculty to supervise 6 residents in addition to the director is the minimum supervising ratio; one to four is the ideal ratio. The FTE administrative staff ratio is equivalent and this action will bring the ratio to 4.7 FTE admin staff for 21 residents or 1 administrative staff FTE to 4.5 residents.

2. What resources are necessary to implement this request?
 - a. List by position: position titles: *Residency Coordinator Full time, Residency Assistant Coordinator 0.5 FTE, Non classified permanent employees*
 - 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. *None*
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

This is an ongoing general fund request that was initially supported by federal PCRE funds for the first five years of the implementation of the increase in resident numbers.

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?

6000 current Family medicine patients in South East Idaho and tens of thousands of rural Idaho patients in the future practices of the graduates of the program

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Medical Care of Idaho's citizens is a high priority and supersedes most unapproved items from the previous year

Supporting documentation

The following is reproduced from the Accreditation Council of Graduate Medical Education's (ACGME) Institutional requirements:

II B The Sponsoring Institution (ISU) must ensure that:

II B 2 programs Receive Adequate support for core faculty members to ensure both effective supervision and quality resident education.

II B 4 programs coordinators have sufficient support and time to effectively carry out their responsibility; and,

II B 5 resources, including space, technology, and supplies, are available to provide effective support for ACGME-accredited programs.

The ISU Family Medicine Residency respectfully submits this funding request to assist ISU FMR in meeting its ACGME requirements for maintaining a 21-resident complement.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: Health Education

Agency No.: 501

FY 2016 Request

FUNCTION: FMRI

Function No.:

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ACTIVITY:

Activity No.:

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:	\$411,300				\$411,300
LUMP SUM:					
GRAND TOTAL	\$411,300				\$411,300

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.

Expanding graduate medical education (GME/residency) training in Idaho has been identified as an educational and funding priority in the State of Idaho: the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08, 8/1/13), the Legislative Medical Education Interim Committee (11/12/08, 8/1/13), 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 to “expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice.”

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

The Family Medicine Residency of Idaho (FMRI) has produced 278 graduates since 1975, of which 150 are located in Idaho (54%). This ranks Idaho 7th in the nation in the ability to keep residents in the state they train in. Over 80% of FMRI graduates practice in Idaho or its contiguous states, and nearly 70% of those in rural or underserved areas. The high retention rate of family physicians speaks to the FMRI being a high-value program to the State of Idaho.

At any one time, FMRI has 48 family medicine residents in its three-year residency program and 3 fellows in training at over 30 different locations in Ada, Canyon, Jerome, and Twin Falls counties, as well as 28 additional rural rotation sites in nearly every other county of Idaho.

Description:

In the 2014-15 academic year, two large federal grants that helped support FMRI's growth, the Teaching Health Center Graduate Medical Education (THC-GME) grant and the Primary Care Residency Expansion (PCRE) grant, will end. This will leave FMRI with a \$1,350,000 budget shortfall. With these grants, FMRI was able to add 12 residents in the program. It is therefore imperative that Idaho steps up now to help support these residency positions or they will be lost to our program and our rural training tracks. This budget request of \$411,300 will only be 30% of the shortfall, but in good faith will help stabilize FMRI so that it will not have to reduce its program from 16 residents per class to 12 per class at a time that Idaho needs this workforce the most.

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?
\$411,300 in ongoing General Funds is requested to help maintain the current family medicine residency cohort size of 16 residents per year for three years.
Current state base funding for this program is \$1,118,700 (T/B)
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.).
\$411,300 in ongoing T/B General Funds is requested.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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?
Idaho ranks 49th of 50 states in regards to primary care physicians per capita and 49th of 50 states in the number of resident's per capita training in our state. FMRI received federal grants to expand its class size and footprint in order to help Idaho meet its looming workforce crisis. This crisis has only been magnified by increased health insurance coverage and the need for timely access to high-quality primary care for all of Idaho's citizens especially in the rural part of our state.

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

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 14, 2014**

AGENCY: Health Education
FUNCTION: Kootenai Health FMR
ACTIVITY:

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

FY 2016 Request
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 Revision No. ___

A: Decision Unit No: 12.01		Title: Residency Build-out			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:	\$180,000				\$180,000
LUMP SUM:					
GRAND TOTAL	\$180,000				\$180,000

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.

Expanding graduate medical education (GME/residency) training in Idaho has been identified as an educational and funding priority in the State of Idaho: the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08, 8/1/13), the Legislative Medical Education Interim Committee (11/12/08, 8/1/13), 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 to “expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice.”

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Description:

Kootenai Health Family Medicine Coeur d'Alene Residency (KFMR) will be in the continued startup phase of our Family Medicine Residency program, in the 2nd year operations for FY 2016. The program started-up in July 2014, with 6 R1 first year residents. In the subsequent two years an additional six residents will be added to attain the full complement of 6 R1's, 6 R2's and 6 R3' totaling 18 residents, each to complete the full three years residency training program.

The focus of this program is to train rural family physicians for Idaho. Kootenai Health, a community owned and operated health care entity has invested significant resources into this project of developing a family medicine residency program. Kootenai Health is requesting additional support funds, through the Idaho State Board of Education, from the Idaho Legislature.

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 need stated is based upon the additional costs which we will encounter related to training our residents in urban and in rural settings, preparing them to be fully functioning family physicians.

Residents must be sent to Spokane for more intense pediatric training at Providence Sacred Heart Children's Hospital, due to fact that regionally the more severely ill and injured children are transferred there for the more intense treatment needed. Specific costs encountered relate to the loss of federal GME support dollars and to revenues lost, in their absence from our clinic patient care operations. Each resident will spend a total of 12 weeks in Spokane.

In addition, residents are sent to rural communities in North Idaho. Specific costs related to that experience include travel, place of residence in that community for 4 week blocks, and to specific revenues lost in our clinic patient care operations, in the absence of that resident.

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.).

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Projected expenses and revenues for FY 2016

- *Kootenai Health ongoing annual investment:* \$945,000
- *Federal Revenues:* \$1,632,000
- *Family Medicine Center clinical revenues:* \$2,321,000
- *State Appropriation (FY15):* \$200,000 (ongoing)
- *State Appropriations Request (FY16):* \$180,000 (ongoing)

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?

KMFR is specifically targeting the primary care physician shortage which exists in North Idaho and secondarily targeting the fact the State of Idaho is experiencing a significant physician manpower shortage, which will definitely become more acute over the next 5 to 10 years. The State of Idaho currently ranks number 49/50 in the state's number of physicians per capita. It is projected that within 5 to 7 years, approximately 20 of the present 30 family physicians in the Kootenai County region will retire. In the state of Idaho it is projected that approximately 50% of the currently practicing family physicians will retire within the next 7 to 10 years. National research projects a 60,000 family physician shortage in the United States by the year 2020.

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

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 14, 2014**

AGENCY: Health Education
 FUNCTION: Psychiatry Residency
 ACTIVITY:

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

FY 2016 Request
 Page ___ of ___ Pages
 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:	\$78,600				\$78,600
LUMP SUM:					
GRAND TOTAL	\$78,600				\$78,600

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
AUGUST 14, 2014

Description:

The Idaho/UW Advanced Clinician Track is a four year University of Washington Psychiatry Residency program. After graduating from medical school, physicians learn psychiatry by treating patients in hospitals, emergency rooms and clinics. They train for two years in Seattle learning from world-renowned experts, then move to Idaho for their final two years learning from local experts at the Boise VA, Saint Alphonsus Hospital, Saint Luke's Hospital, Portneuf Hospital, Family Medicine Residency of Idaho and various other clinical sites. Our mission is to train excellent psychiatrists who could practice anywhere, but choose to stay in Idaho.

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 \$36,420 to cover personnel costs and General Funds, which reflects a 30% increase, to provide additional base funding support for the program. With additional money we will place our psychiatry residents in underserved communities using telepsychiatry. We will expand psychiatric coverage to those living in more remote areas of the state.

2. What resources are necessary to implement this request?

Additional state funding will be added to funding from St Luke's, St Alphonsus and the Boise VA hospital funding.

- 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 existing operations will be impacted.

The additional money will be used to set up telepsychiatry rotations, working with hospitals throughout the state.

- 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.).

Ongoing State General Funds

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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 people living in remote areas of Idaho are served by this funding request, as are all citizens who benefit from physicians' care. If we can extend our program's reach to all corners of Idaho, we put technology to its best use by helping people. Treating common illnesses like depression and anxiety have a positive effect on other medical illnesses like high blood pressure and diabetes. Telepsychiatry programs have a profound effect on overall physical health. If we do not fund this request, we will not be able to expand psychiatry resident care into more remote areas of our state.

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 14, 2014**

AGENCY: Special Programs
 FUNCTION: Forest Utilization
 Research (FUR)

Agency No.: 516

FY 2016 Request

Function No.: 01

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Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: FUR-Forest Resource Economist			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	\$72,000				\$72,000
2. Benefits	26,100				26,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$98,100				\$98,100
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
2. Operating	5,000				5,000
TOTAL OPERATING EXPENDITURES:	\$10,000				\$10,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$3,500				\$3,500
TOTAL CAPITAL OUTLAY:	\$3,500				\$3,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$111,600				\$111,600

Supports institution/agency and Board strategic plans:

Goal 1, Objectives A.1 and A.2; Goal 2, Objective A.1. This request will upgrade and develop university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship in forest resource economics that advances the college's strategic themes and land-grant mission and are directly linked to FUR programs in the UI Experimental Forest and Forest Nursery complex. Scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho will be enhanced by improving timber harvesting, forest productivity, regeneration, and management with respect to a full range of goods and services, including environmental quality as well as wood and paper products. The direct metrics of performance will be the number of CNR faculty, staff, students and constituency groups involved in scholarship or capacity building activities in forest resource economics research projects.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Goal 1, Objective B.2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses such as timber harvesting and processing, consumer products manufacturing, forest regeneration and rehabilitation firms, as well as governmental and non-governmental enterprises and operating units. The direct metrics of performance will be the amount of non-FUR funding leveraged by FUR funded forest resource economics research projects.

Goal 2, Objectives A.2 and A.3. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations; in addition, foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests. The direct metrics of performance will be communities served and resulting documentable impacts from serving various communities, governmental and non-governmental organizations, and private businesses and landowners.

Goal 3, Objectives A.1, A.2 and A.3. Provide undergraduate, graduate and professional students with education and research opportunities in forest resource economics research and management that are integrated educational experiences with ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus, and also engage alumni and stakeholders as partners in research, learning, and outreach. The direct metrics of performance will be number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate undergraduate, graduate and professional students.

Description:

Advancing forest resource economics research at the University of Idaho by investing in human resources.

Forests cover nearly forty percent of Idaho and produce a wide variety of goods and services including timber, livestock forage, wildlife habitat, water resources, recreation opportunities, open space, as well as water purification and carbon sequestration. Forest lands are vital to Idaho's economy, and the ability to serve current and future generations will be influenced by our understanding of the economic costs and benefits, and secondary effects, of providing a variety of goods and services from Idaho's forests. Improving forest conditions and productive capacity through science and applied management and economics research in the current context of ecological and societal change will require analysis of newly integrative thinking and innovative practices to maintain and restore forest lands and the human communities that rely on them.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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 College of Natural Resources is requesting \$111,520 in the Forest Utilization Research (FUR) budget to provide full-time salary support, plus travel, operations, and capital equipment, for a new forest resource economics assistant professor to create research capacity to document with in-depth analysis the importance of forest-based enterprises in Idaho's economy, including trucking and forest resource-based recreation and tourism. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen a traditional Idaho industry and the rural communities that long have relied upon the jobs from harvesting, transporting and processing timber into useful consumer products.

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 College of Natural Resources is requesting funds sufficient to provide full-time salary and benefits support for a new forest resource economics assistant professor.

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

There will not be redirection.

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

The request includes \$5,000 for travel, \$5,000 for operating expenses, and \$3,500 for capital equipment used to process data.

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.).

Not applicable.

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 in forest resource economics using the requested resources will directly serve professional managers and state and private owners of Idaho forest lands and enhance the skills and tools to sustain and improve forest health and productivity. Rural communities and outdoor recreation stakeholders in Idaho benefit from productive forest lands that support economic enterprises, vigorous wildlife populations, fertile soils and abundant supplies of clean water.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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 has not been made previously.

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
AUGUST 14, 2014**

AGENCY: Special Programs
FUNCTION: Forest Utilization
Research (FUR)

Agency No.: 516

FY 2016 Request

Function No.: 01

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Original Submission X
or Revision No. ____

ACTIVITY:

Activity No.:

FUR-Rangeland Resource Management Analyst					
A: Decision Unit No: 12.02		Title: Management Analyst		Priority Ranking 2 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	\$69,000				\$69,000
2. Benefits	25,400				25,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$94,400				\$94,400
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
2. Operating	5,000				5,000
TOTAL OPERATING EXPENDITURES:	\$10,000				\$10,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$3,500				\$3,500
TOTAL CAPITAL OUTLAY:	\$3,500				\$3,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$107,900				\$107,900

Supports institution/agency and Board strategic plans:

Goal 1, Objectives A.1 and A.2; Goal 2, Objective A.1. This request will upgrade and develop university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship in rangeland resource management that advances the college's strategic themes and land-grant mission and are directly linked to FUR programs in the UI Rangeland Center. Scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho will be enhanced by improving invasive species management, wildfire management (including hazardous fuel treatment and post-fire regeneration to discourage invasive species), and integrated wildlife management (especially greater sage-grouse). Attention to these issues will help provide a full range of goods and services, including environmental quality as well as livestock grazing. The direct metrics

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

of performance will be the number of CNR faculty, staff, students and constituency groups involved in scholarship or capacity building activities in rangeland resource management research projects.

Goal 1, Objective B.2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses such as rangeland livestock operators, vegetation regeneration and rehabilitation firms, as well as governmental and non-governmental enterprises and operating units. The direct metrics of performance will be the amount of non-FUR funding leveraged by FUR funded rangeland resource management research projects.

Goal 2, Objectives A.2 and A.3. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations; in addition, foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's rangelands. The direct metrics of performance will be communities served and resulting documentable impacts from serving various communities, governmental and non-governmental organizations, and private businesses and landowners.

Goal 3, Objectives A.1, A.2 and A.3. Provide undergraduate, graduate and professional students with education and research opportunities in rangeland resource management research and management that are integrated educational experiences with ongoing FUR and non-FUR research programs at CNR outdoor laboratories. Faculty, staff and students will work directly with ranchers to help them solve pressing management challenges and engage alumni and stakeholders as partners in research, learning, and outreach. The direct metrics of performance will be number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate undergraduate, graduate and professional students.

Description:

Advancing rangeland resource management research at the University of Idaho by investing in human resources.

Rangelands cover more than forty percent of Idaho and produce a wide variety of goods and services including livestock forage, wildlife habitat, water resources, recreation opportunities, open space, and ecosystem services such as water purification and carbon sequestration. The ability to serve current and future generations will be influenced by our understanding of the environmental effects of providing these goods and services because rangelands are vital to the ecological and economic health of Idaho. Improving rangeland conditions and productive capacity through science and applied management in the current context of ecological and societal change will require analysis of newly integrative thinking and innovative practices to maintain and restore rangelands and the human communities that rely on them.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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 College of Natural Resources is requesting \$107,815 in the Forest Utilization Research (FUR) budget to provide salary and fringe benefits, plus travel, operations, and capital equipment, for a new Assistant Professor to increase the research capacity of the Rangeland Center to focus on wildfire and invasive species management, especially to maintain and restore habitat for greater sage-grouse. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen a traditional Idaho industry and the rural communities that long have relied upon the jobs from rangeland resources, including livestock grazing, vegetation management, and recreation.

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 College of Natural Resources is requesting funds sufficient to provide full-time salary and fringe benefits support for a new rangeland resource management Assistant Professor.

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

There will not be redirection.

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

The request includes \$5,000 for travel, \$5,000 for operating expenses, and \$3,500 for capital equipment used to process data.

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.).

Not applicable.

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 in rangeland management using the requested resources will directly serve professional managers and state and private owners of Idaho rangelands and enhance the skills and tools to sustain and improve rangeland health and productivity. Rural communities and outdoor recreation stakeholders in Idaho benefit from productive rangelands that support economic enterprises, vigorous wildlife populations, 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.

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This request has not been made previously.

6. 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 (FUR)

Agency No.: 516

FY 2016 Request

Function No.: 01

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Original Submission X
 or Revision No. ____

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.03		Title: FUR-Forest Resource Analyst			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.50				0.50
PERSONNEL COSTS:					
1. Salaries	\$25,000				\$25,000
2. Benefits	10,500				10,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$35,500				\$35,500
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
2. Operating	5,000				5,000
TOTAL OPERATING EXPENDITURES:	\$10,000				\$10,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$3,500				\$3,500
TOTAL CAPITAL OUTLAY:	\$3,500				\$3,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAT	\$49,000				\$49,000

Supports institution/agency and Board strategic plans:

Goal 1, Objectives A.1 and A.2; Goal 2, Objective A.1. This request will upgrade and develop university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship in forest resource analysis that advances the college's strategic themes and land-grant mission and are directly linked to FUR programs in the UI Experimental Forest and Forest Nursery complex. Scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho will be enhanced by improving timber harvesting, forest productivity, regeneration, and management with respect to a full range of goods and services, including environmental quality as well as wood and paper products. The direct metrics of performance will be the number of CNR faculty, staff, students and constituency

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groups involved in scholarship or capacity building activities in forest resource analysis research projects.

Goal 1, Objective B.2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses such as timber harvesting and processing, consumer products manufacturing, forest regeneration and rehabilitation firms, as well as governmental and non-governmental enterprises and operating units. The direct metrics of performance will be the amount of non-FUR funding leveraged by FUR funded forest resource analysis research projects.

Goal 2, Objectives A.2 and A.3. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations; in addition, foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests. The direct metrics of performance will be communities served and resulting documentable impacts from serving various communities, governmental and non-governmental organizations, and private businesses and landowners.

Goal 3, Objectives A.1, A.2 and A.3. Provide undergraduate, graduate and professional students with education and research opportunities in forest resource analysis research and management that are integrated educational experiences with ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus, and also engage alumni and stakeholders as partners in research, learning, and outreach. The direct metrics of performance will be number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate undergraduate, graduate and professional students.

Description:

Advancing forest resource economics research at the University of Idaho by investing in human resources.

Forests cover nearly forty percent of Idaho and produce a wide variety of goods and services including timber, livestock forage, wildlife habitat, water resources, recreation opportunities, open space, as well as water purification and carbon sequestration. Forest lands are vital to Idaho's economy, and the ability to serve current and future generations will be influenced by our understanding of forest inventory and forest utilization information that support providing a variety of goods and services from Idaho's forests. Improving forest conditions and productive capacity through science and applied management research in the current context of ecological and societal change will require analysis of newly integrative thinking and innovative practices to maintain and restore forest lands and the human communities that rely on them.

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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?

The College of Natural Resources is requesting \$48,925 in the Forest Utilization Research (FUR) budget to provide half-time salary support, plus travel, operations, and capital equipment, for a new forest resource analyst to enhance research capacity and document the importance of forest-based enterprises in Idaho's economy. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen a traditional Idaho industry and the rural communities that long have relied upon the jobs from harvesting, transporting and processing timber into useful consumer products.

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 College of Natural Resources is requesting funds sufficient to provide half-time salary and benefits support for a new forest resource analyst.

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

There will not be redirection.

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

The request includes \$5,000 for travel, \$5,000 for operating expenses, and \$3,500 for capital equipment used to process data.

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.).

Not applicable.

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 in forest resource analysis using the requested resources will directly serve professional managers and state and private owners of Idaho forest lands and enhance the skills and tools to sustain and improve forest health and productivity. Rural communities and outdoor recreation stakeholders in Idaho benefit from productive forest lands that support economic enterprises, vigorous wildlife populations, fertile soils and abundant supplies of clean 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 has not been made previously.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Special Programs
 FUNCTION: Idaho Geological Survey
 ACTIVITY: Strategic Initiatives

Agency No.: 516
 Function No.: 02
 Activity No.: 01

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 Revision No.

A: Decision Unit No: 12.01		Title: Landslide inventory and hazard research program			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	\$60,400				\$60,400
2. Benefits	21,500				21,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$81,900				\$81,900
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
2. Software upgrades and maintenance	2,000				2,000
TOTAL OPERATING EXPENDITURES:	\$7,000				\$7,000
CAPITAL OUTLAY by summary object:					
1. PC and software	\$1,200				\$1,200
2. Photogrammetry workstation and NAIP photos	30,000				30,000
TOTAL CAPITAL OUTLAY:	\$31,200				\$31,200
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$120,100				\$120,100

Supports institution/agency and Board strategic plans:

This *Landslide Inventory and Hazard Research Program* support **Goal 1** of the IGS Strategic Plan:

OUTREACH AND ENGAGEMENT (SERVICE)

1) Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and financial sectors, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital

BUSINESS AFFAIRS AND HUMAN RESOURCES
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products and compliance with new revision of state documents requirements (Idaho Code 33-2505). Maintain concentrated effort to collect and preserve valuable geologic data at risk.

Objective A: Produce and effectively deliver relevant geologic information to meet societal priorities and requirements.

Performance Measure: Number of published reports on geology/hydrogeology/**geologic hazards**/mineral and energy resources.

Objective B: Build and deliver Web site products and develop user apps and search engines.

Performance Measure: Number of IGS web site viewers and products used/downloaded.

Description:

Idaho Geological Survey (IGS) is the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The Survey accomplishes its mission through research, service, and outreach activities, with an emphasis on the practical application of geology to benefit Idaho and economic development within the state.

The state of Idaho needs a sustained hazards research program and a comprehensive, accurate, easily assessed, and updatable landslide inventory. The IGS presently lacks sufficient staff, however, to conduct and sustain a state-wide landslide inventory without jeopardizing ongoing earthquake research and geologic mapping efforts in high-priority areas such as southwest Idaho where important oil and gas exploration is taking place.

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 seeks funding for one permanent (new FTE) Research Geologist position dedicated to landslide inventory and related geologic hazard research. IGS appropriations were drastically reduced in FY10 and staffing levels for essential programs have been cut to below adequate levels. The agency presently has only one geologist with expertise in hazards-related research such as landslides and earthquakes. This state-supported geologist is heavily involved in externally funded earthquake studies and geologic mapping efforts in southeast and southwest Idaho, all of which are critical to fulfilling the IGS mandate. While we recognize the need to increase geologic hazards efforts with regard to landslide mitigation, it is impossible to do so without additional staff.

2. What resources are necessary to implement this request?

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

Salary for a new, full-time Research Geologist (faculty position). We anticipate hiring a permanent, full-time, benefit-eligible Research Geologist by July 2015.

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

Research Geologist, a current IGS employee whose salary is covered by state funds, will reduce his geologic mapping effort to devote 5 weeks/year to landslide work.

GIS Data Manager, a current IGS employee whose salary is partially covered by state funds, will reduce his website management effort to devote 5 weeks/year to landslide

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

- PC and software for new Research Geologist
- High-precision 3D photogrammetry workstation and state-wide digital images from existing National Agricultural Inspection Program (NAIP)
- Travel expenses in support of field work and outreach/education activities.
- Software and hardware upgrades and maintenance for photogrammetry workstation

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.).

Personnel costs and travel are ongoing. Capital outlay is one time.

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?

Idaho's infrastructure, particularly roads, railroads, and canals, are susceptible to expensive landslide damage. These events have the potential to isolate communities, damage homes, and disrupt vital economic activities. This risk is increasing because of greater incidence of wildfires and movement of populations and infrastructure to landslide-prone landscapes. Reduction of this risk begins with a comprehensive inventory of landslides because the most accurate predictor of future landslides is the presence of past landslide activity. The last statewide inventory was conducted by the IGS in 1991. It is out-of-date and lacks sufficient detail to protect infrastructure. National inventories by the U.S. Geological Survey are even more inadequate. For example, despite a

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history of costly landslides near Bonners Ferry, the U.S.G.S. landslide map shows the Idaho panhandle to be an area of low landslide incidence.

Beneficiaries of landslide research will include county and municipal governments, state agencies (Idaho Bureau of Homeland Security, Idaho Transportation Department, and Idaho Department of Lands), and the general public.

Impacts if funding not provided

The deadly Oso, Washington landslide disaster of March 22, 2014 underscored the need for accurate, up-to-date landslide inventories that are easily accessed and understood by the public and local jurisdictions. Sustained action over a period of years that reduces or eliminates the risk of landslide losses is needed and cost effective. As noted by the Idaho Bureau of Homeland Security:

“For every \$1 spent [on mitigation], \$4 in losses prevented.....”

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 highest priority request.

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AGENCY: Special Programs
 FUNCTION: Scholarships and Grants
 ACTIVITY:

Agency No.: 516
 Function No.: 03
 Activity No.:

FY 2016 Request
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 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.01		Title: GEARUP			Priority Ranking 1 of 1
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:	0				0
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:			\$852,300		\$852,300
LUMP SUM:					
GRAND TOTAL	0		\$852,300		\$852,300

Supports institution/agency and Board strategic plans:

Goal 1, Objective A

Goal 1, A Well Educated Citizenry, calls for providing opportunities for individual enhancement and Objective A, Access, advocates for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Performance Measure: Percent of need met by available need-based financial aid.

Description:

GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a federal discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. This

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program provides six-year grants to states and partnerships to provide services at high-poverty middle and high schools which are designated as GEAR UP schools. GEAR UP started in Idaho in FY 2007 with the renewable scholarships starting in FY 2013.

GEAR UP allocates \$852,300 per cohort to the State of Idaho. In fiscal year 2016 there will be three cohorts requiring funding. The GEAR UP selection and funding is based on a student's financial need, academic merit, and participation in GEAR UP. The scholarship rules require the minimum award is not less than the applicant's Pell Grant amount. The Pell amount is currently \$5,730. The 2015 spending authority allows for 297 total students in the three cohorts to be funded at full Pell amounts. Looking ahead to FY 2016, FY 2017, and FY 2018, there will be three cohorts in 2016 at \$852,300 per cohort for a total of \$2,556,900 which will fund 446 students. In 2017 two cohorts require funding for a total of \$1,704,600 and 297 students. And the final year 2018 one cohort of 152 students for a request of \$852,300 will be required. One variable that changes this projection is the Pell funding amount. If the Pell amount is increased by the federal government in 2016, 2017, or 2018 then the current request has the potential to not cover the minimum Pell requirement. The money not expended stays in the GEAR UP fund, so it is prudent to request the full amount allocated by GEAR UP.

The appropriation for FY 2015 is \$1,704,600. This request is to increase the spending authority for the GEAR UP program in FY 2016 one-time by \$852,300.

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 reflects an increase of \$852,300 in one-time federal funds spending authority for GEAR UP scholarships. This request does not affect staffing levels.

2. What resources are necessary to implement this request?

No additional resources are required as current staffing levels are sufficient.

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.).

Federal spending authority with grant funds already awarded.

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?

GEAR UP is designed to increase the number of low-income students from high-poverty middle and high schools that are prepared to enter and succeed in postsecondary education. GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

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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.

N/A

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AGENCY: Special Programs
 FUNCTION: Scholarships and Grants
 ACTIVITY:

Agency No.: 516
 Function No.: 03
 Activity No.:

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A: Decision Unit No: 12.03		Title: Opportunity Scholarship			Priority Ranking 3 of 3
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:	0				0
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	\$4,322,700				\$4,322,700
LUMP SUM:					
GRAND TOTAL	\$4,322,700				\$4,322,700

Supports institution/agency and Board strategic plans:

Goal 1, Objective A

Goal 1, A Well Educated Citizenry, calls for providing opportunities for individual enhancement and Objective A, Access, advocates for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Performance Measure: Percent of need met by available need-based financial aid.

Description:

The Opportunity Scholarship is Idaho's signature hybrid scholarship which factors awards based on merit and need. 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, have a self or family contribution element before they would be eligible for the

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Opportunity Scholarship. In FY07 and FY08, the initial years of this program, \$20 million dollars was put into an endowment fund and \$1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009 academic years. Approximately 700 students each year have received this renewable scholarship with the majority of students receiving the maximum award of \$3,000.

As a result of the financial difficulties during FY10-FY12, funds were not available to fund neither the endowment nor the ongoing scholarships, however, the Board was permitted to use the earnings from the endowment and \$1,000,000 from the corpus in those years. This allowed us to fund qualifying renewals, but new awards were limited. In FY13, the discontinuance of the federal LEAP and SLEAP scholarships freed up the state match of \$550,800 in state General Fund dollars which was reallocated to the Opportunity Scholarship. This amount combined with \$449,200 from the corpus provided a total of \$1,000,000 available for scholarships.

In FY14, Senate Bill 1027 consolidated several existing scholarships into a reconstituted Opportunity Scholarship resulting in \$1,045,800 set aside for scholarships out of the general fund with no planned reductions to the corpus. The Scholarships Committee planned use of existing funds in FY15 calls for a consolidation of most scholarship programs into the Opportunity Scholarship program resulting in a total of \$5,277,300 which will fund over 1,500 students with a scholarship. More scholarships may be funded depending on the average award amount.

This request is for \$4,322,700 from the state General Fund to bring the total amount to \$9,600,000 for FY 2016. This would provide 2,000 new scholarships and enough funding for an expected rate of 50% renewals for the second year returning students. The goal is to increase the Opportunity Scholarship over the next three years to be able to fund 2,000 new scholarships and 1,000 renewals as shown in the table on the next page.

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Opportunity Scholarship					
Plan to Increase Awards to 2,000 new scholarships per year					
	Year 1	Year 2	Year 3	Year 4	
	New	Renewals	Renewals	Renewals	Total
FY 2015					
Awards	1,741	150			1,891
Award \$	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	
Amount	\$5,223,000	\$ 450,000	\$ -	\$ -	5,673,000
FY 2016					
Awards	2,000	900	150	150	3,200
Award \$	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	
Amount	\$6,000,000	\$ 2,700,000	\$ 450,000	\$ 450,000	9,600,000
FY 2017					
Awards	2,000	1,000	900	150	4,050
Award \$	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	
Amount	\$6,000,000	\$ 3,000,000	\$ 2,700,000	\$ 450,000	12,150,000
FY 2018					
Awards	2,000	1,000	1,000	1,000	5,000
Award \$	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	
Amount	\$6,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	15,000,000

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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?

\$4,322,700 is requested to bring the total General Fund Opportunity Scholarship to \$9,600,000 in order to award 2,000 new scholarships fund renewals estimated at 50% of the prior year new awards.

2. What resources are necessary to implement this request?

No additional resources are required as current staffing levels are sufficient.

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.).

\$4,322,700 in 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?

The State Board of Education has set an ambitious goal that 60% of Idahoans ages 25-34 will have a college degree or certificate by the year 2020. It is estimated that postsecondary education attainment for this adult population is currently at 40%. One of the key drivers for meeting this goal is access. The Opportunity Scholarship is Idaho's primary scholarship for helping students afford a postsecondary education.

The value of a four-year degree is at an all-time high. The wage differential between those with a four-year degree and those with a high school degree has grown to 81% -- higher than at any time in the past 90 years. Thus, if this request is not funded, not only could it impact the earning power of thousands of Idahoans, it will also ultimately impact the state's tax base.

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

N/A

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: Office of the State Board of Education
 FUNCTION: Idaho State University,
 Idaho Museum of Natural History

Agency No.: 513

FY 2016 Request

Function No.: 3000

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ACTIVITY:

Activity No.: EDJD

Revision No. ___

A: Decision Unit No: 12.01		Title: Access & Curation			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	0				0
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by summary object:					
1. Travel	0				0
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
1. Two graphics workstations	16,000				16,000
2. Shelving Units for State of Idaho Collections	7,500				7,500
3. Exhibit projection equipment (2) and computers for K-12 STEM education	10,000				10,000
TOTAL CAPITAL OUTLAY:	33,500				33,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	33,500				33,500

Supports institution/agency and Board strategic plans:

IMNH Strategic Plan Goals 1, 3, and 5

GOAL 1: Virtual Museum. Our virtual museum will be a key tool for overcoming the growing challenges involved in making physical visits to our gallery and activities. It will help spread awareness of and access to the benefits of our work, including research and educational programs. We will strive to have the entire museum collection online and accessible from anywhere in the world, in the next five years. This will require considerable funding from outside resources. We will immediately begin writing grant proposals to U.S. government agencies and philanthropic foundations in order to begin implementation of the Virtual Museum

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- A. *GOAL 3: Upgrade collections functions.* IMNH houses more than 500,000 natural and cultural objects. These irreplaceable items are central to our research, exhibitions and educational work. They must be properly prepared, inventoried, preserved and stored following current best practices. We will purchase and deploy new storage systems that will help us make more efficient use of collections storage space.
- B. *GOAL 5. Develop and support programs for K-12, higher-education and the general public.* Much of what we do is for the benefit of K-12 education. Since 1990, more than 50,000 K-12 students have come through our doors. We also have long provided a number of popular, informal science-education programs that enrich learners of all ages and backgrounds — school and community groups, individuals and families alike — through direct experience with science. To sustain and build on these successes in a cost-effective manner, the museum must build infrastructure that enables planning for efficient and effective expansion of educational programs. We hope that by more effectively aligning our exhibits and educational programs with Idaho’s K-12 curriculum, we will improve the relevance of our work to the K-12 system. We see our “virtual museum” initiative doing a great deal to mitigate the access issues schools face today as well.

Description:

One time funding is requested for two multiprocessor graphics workstations for processing 3D imagery and creating virtual tours of museum collections; for two computer and projector combinations for public/student access to the virtual collections as part of our emphasis on virtual museums in STEM education, and for industrial shelving units for the curation and storage of IMNH collections as part of our emphasis on museum best practices.

These items are critical to full-filling our mission as Idaho’s State Museum of Natural History. They directly meet the objectives in three of our goals as stated in the strategic 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?

Two multiprocessor graphics workstations for processing 3D imagery and creating virtual tours of museum collections. Extremely powerful workstations are required

Industrial shelving units for the curation and storage of IMNH collections as part of our emphasis on museum best practices.

Two computer and projector combinations for public/student access to the virtual collections as part of our emphasis on virtual museums in STEM education.

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2. What resources are necessary to implement this request?

All resources are current and implementation will be part of normal employee activities. No re-assignment or additional resources are necessary for implementation.

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 one-time 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?

Items 1 and 3 directly impact our ability to serve the IMNH collections and educational programs to the people of Idaho. Funded, the IMNH serves all of Idaho, unfunded, the IMNH serves only those who can visit Pocatello and the IMNH facility.

Item 2 directly impacts our ability to care for the State of Idaho collections in the care of the IMNH. We currently have inadequate storage conditions for many of the collections and these units will assist in solving that problem.

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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AUGUST 14, 2014**

AGENCY: Special Programs
 FUNCTION: Small Business
 Development Centers

Agency No.: 516

FY 2016 Request

Function No.: 05

Page 1 of 3 Pages
 Original Submission X or
 Revision No.

ACTIVITY:

Activity No.:

A: Decision Unit No: 12.01		Title: Business Development			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.0				4.0
PERSONNEL COSTS:					
1. Salaries	\$223,600				\$223,600
2. Benefits	66,500				66,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$290,100				\$290,100
OPERATING EXPENDITURES by summary object:					
1. Travel	\$8,000				\$8,000
TOTAL OPERATING EXPENDITURES:	\$8,000				\$8,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$298,100				\$298,100

Supports institution/agency and Board strategic plans:

This request to add additional business consultants at the Idaho Small Business Development Center supports:

- *Governor Otter's "Accelerate Idaho" initiative by empowering business creation, expansion and innovation through high-quality, no-cost business consulting.*
- *The State Board of Education's objectives for adult learners through individualized coaching of small business owners and entrepreneurs.*
- *The State Board of Education's objective to prepare students for entering the workforce by providing experiential learning through class projects and internships with small business clients.*
- *Boise State University's core theme for community commitment.*
- *The Boise State College of Business and Economics' goal to support economic development through collaboration with public and private organizations.*

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

- *The host college and university goals for outreach to communities and support of economic development.*

Description:

The Idaho Small Business Development Center has been providing no-cost consulting and coaching to Idaho's small businesses and entrepreneurs since 1986 through a network of 6 offices hosted by Idaho's colleges and universities. This request enhances the Idaho Small Business Development Center's resources to help small business start, grow and prosper by adding 4 FTEs for business consulting. Funding will be distributed between each of the existing offices to support businesses in rural areas, businesses new to exporting and businesses with an innovation as their competitive advantage.

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?
\$298,100 is being requested to add 4 FTEs to the Idaho Small Business Development Center network. \$290,100 is for salary and fringe and \$8,000 is for travel so that personnel can travel to rural areas and also travel to local and national conferences for professional development.

The request is for ongoing funding that would be added to 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.

Positions will be Business Consultants in all 8 locations. Two offices will receive funding for new part-time non-benefit eligible hires. Five offices will receive funding to increase hours for existing benefit eligible positions. The State Office will receive funding to leverage with SBA funding to hire a new full-time position for assistance to technology/innovation companies statewide. (See Funding Distribution Calculations attachment for more details.)

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

The only existing human resources that are impacted are those positions that will have increased hours.

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

The request includes \$8,000 in travel funds (\$1,000 per position) to support professional development at twice yearly internal conferences, an annual national professional development conference and for travel to rural areas.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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.).

Please see the table above and the Funding Distribution Calculations attachment.

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 initiative will accelerate business creation and expansion in Idaho by providing Idaho's entrepreneurs and small business owners with no-cost individualized coaching and assistance to improve their skills and success. The Idaho SBDC has a proven 28-year track record of achieving an average return on investment of 4:1. Idaho SBDC clients consistently outperform their peers with clients' sales routinely 5 times that of the average small business in Idaho (see attached Impact Report).

Small businesses are the engine of the economy and responsible for creating 60–80% of the net new jobs. The focus is on innovative companies and companies new to exporting. Technology/innovation firms typically create higher paying positions and companies engaged in exporting are bringing additional wealth into the state. Strong partnerships are already in place so that there is no duplication of services.

The goal of this initiative is to grow Idaho's economy. Expected annual impacts after the first year of development are:

- *16 new businesses started*
- *100 jobs created*
- *\$2 million increase in sales*
- *\$2 million capital raised*
- *15 companies new to exporting*
- *15 companies with innovations/technologies*
- *10% growth in economic impacts in rural Idaho*

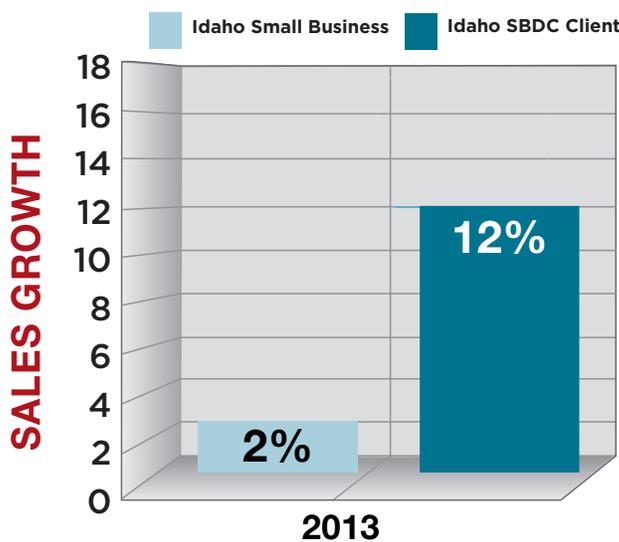
If this request is not funded, the increased growth for Idaho's businesses will not be realized.

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

No prior year request.

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

IDAHO SBDC CLIENTS OUTPERFORM!

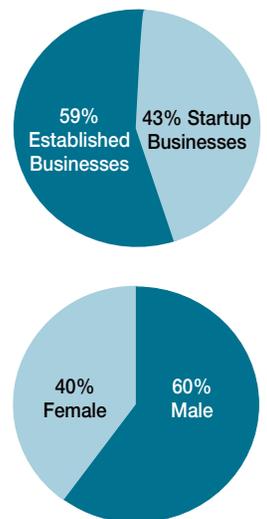


Data from third party researcher, Dr. Jim Chrisman, Economic Impact of Small Business Development Center Counseling in Idaho

YEARLY RETURN ON INVESTMENT

- **1,025** jobs created and retained
- **\$4 million** in additional state and federal taxes
- **\$24 million** in capital infusion
- **4:1** return on investment

CLIENT MIX



CLIENT SATISFACTION

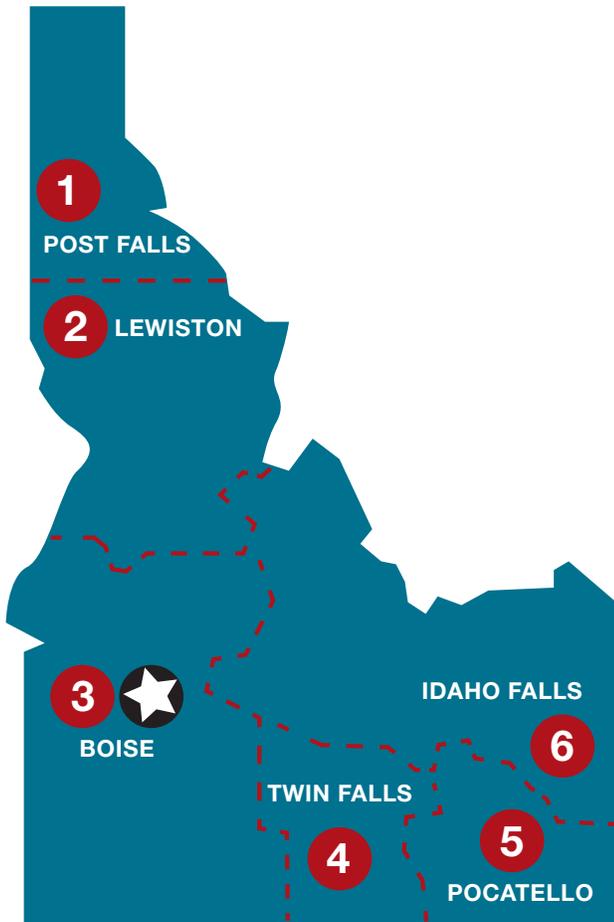
- Would recommend SBDC services **99%**
- Rate services very good and excellent **98%**

services

consulting Our primary service is no-cost confidential consulting tailored to individual businesses' needs. Our coaches are available by appointment and help solve even the most complex problems. Most have MBAs or a related degree and have owned their own small business. **1,678 clients served in 2013.**

training We offer a continual schedule of affordable trainings designed to teach practical business skills. Our consultants and local business professionals serve as instructors. Classes compliment coaching sessions and help clients progress even faster. **2,517 attended trainings in 2013.**

resources The SBDC serves as the focal point for coordinating with other programs and services, both public and private, to bring additional expertise and resources for client assistance. We also help clients build a strong team of professionals to support the business.



REGION 1
North Idaho College
 525 W. Clearwater Loop
 Post Fall, ID 83854-9400
 208-665-5085
 ISBDC@nic.edu

REGION 2
Lewis-Clark State College
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 208-792-2465
 ISBDC@lcsc.edu

REGION 3
Boise State University
 2360 W. University Dr.,
 Suite 1213
 Boise, ID 83725-1655
 208-426-3875
 info@IdahoSBDC.org

REGION 4
College of Southern Idaho
 315 Falls Avenue
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 www.tecaccelerator.com

Visit our website at



Small Business
 Development Center
 directions solutions impact



Funded in part through a Cooperative Agreement with the U. S. Small Business Administration.



Idaho Small Business Development Center

FY16 Funding Request - Distribution calculations

Personnel

Region	position	FTE	Salary	Fringe rate	Fringe	Total
I	new part-time non-benefit eligible position	0.6	\$ 31,200	9%	\$ 2,808	\$ 34,008
II	increased hours for benefit eligible position	0.4	\$ 20,800	36%	\$ 7,488	\$ 28,288
III	increased hours for benefit eligible position	0.5	\$ 29,120	37%	\$ 10,774	\$ 39,894
TECenter	increased hours for benefit eligible position	0.5	\$ 29,120	37%	\$ 10,774	\$ 39,894
IV	new part-time non-benefit eligible position	0.5	\$ 26,000	9%	\$ 2,340	\$ 28,340
V	increased hours for benefit eligible position	0.4	\$ 23,296	37%	\$ 8,620	\$ 31,916
VI	increased hours for benefit eligible position	0.5	\$ 29,120	37%	\$ 10,774	\$ 39,894
State	new full-time position (leveraged with federal funds)	0.6	\$ 34,944	37%	\$ 12,929	\$ 47,873
		4	\$ 223,600		\$ 66,508	\$ 290,108

Operating \$1,000 for each position (travel and profess \$ 8,000

TOTAL \$ 298,108

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2016 Request

FUNCTION: Charter School Comm'n

Function No.: 03

Page ___ of ___ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ___

A: Decision Unit No: 12.01		Title: PCSC Oversight			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.50				1.50
PERSONNEL COSTS:					
1. Salaries	\$73,700				\$73,700
2. Benefits	31,100				31,100
3. Group Position Funding	\$1,500				\$1,500
TOTAL PERSONNEL COSTS:	\$106,300				\$106,300
OPERATING EXPENDITURES by summary object:					
1. Office space	\$12,500				\$12,500
2. Photocopier lease	\$6,000				\$6,000
3. Travel	\$6,000				\$6,000
TOTAL OPERATING EXPENDITURES:	\$24,500				\$24,500
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$130,800				\$130,800

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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Description:

Currently the Public Charter School Commission (PCSC) the PCSC authorizes 35 schools. Thirty-three schools are currently in operation and two are scheduled to open in the fall of 2014 (there are also three unapproved petitions under consideration). In addition, new public charter schools may be authorized each year. The number of authorized schools has increased to the point where 2.5 people simply can no longer provide support to the Commission and manage the day to day oversight of the schools. For example, lack of adequate staff makes it impossible to conduct thorough reviews of chartered schools without obvious or reported deficiencies. Absent thorough reviews, staff is unable to advise charter school boards and the PCSC regarding areas in need of improvement and ultimately provide data-driven, context-based recommendations regarding renewal or non-renewal. As a result, the PCSC's ability to fulfill its mission of maintaining high standards, upholding school autonomy, and protecting students and taxpayers is compromised.

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. The Public Charter School Commission (PCSC) requests 1.5 FTE in the form of a full-time program manager position and a half AA2 position.

Current staffing for this program is 2.5 FTE. Beginning in FY2015 source of funds is 100% Public Charter Authorizer fees, prior to that it was General Funds. PCSC needs an additional professional level staff position to facilitate the oversight of all schools authorized by the PCSC. This position would act at the direction of the executive level staff person to evaluate, report, and respond to school performance. This would include analysis of school finances and academic results, evaluation of compliance and governance, and frequent communication with schools and stakeholders. Additionally, this position would be responsible for gathering information and supporting PCSC meetings, appeals, and hearings.

PCSC currently has a 0.50 FTE for administrative support. PCSC needs to move this to a full-time position in order to manage the increased workload associated with staff work oversight of 35 schools.

Nationally, statewide charter school authorizing commissions average 0.44 FTE per school (*Source: Authorizing Roadmap: National Perspectives on Quality Authorizing, 2013 Report by National Association of Charter School Authorizing Senior Advisor Nelson Smith*). To match average national staffing levels, the PCSC would have more than 15 FTE.

In order to accommodate necessary growth in staffing, ongoing funding is also requested for increased lease space.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

3. 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.
Program Manager (1 FTE), Pay Grade N (80% of policy = \$27.80), full-time, non-classified, benefit eligible, hire date: July 1, 2015
Administrative Assistant II (0.50 FTE), Pay Grade I, classified, benefit eligible, hire date: July 1, 2015
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
The current half-time AA2 position supporting this program would be moved to full-time.
 - c. List any additional operating funds and capital items needed.
\$12,500 in ongoing operating expenses is requested for 1,000/SF lease space in the Borah building. Unlike other Capitol Mall office space, all space in Borah rent for \$11.19 per SF. Ongoing OE is also needed to lease a photocopier.
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.).
On-going General Funds
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?
- Approximately 11,700 students are served by the 35 PCSC-chartered schools. Lack of adequate PCSC staffing levels has a material impact on oversight to help ensure the delivery of quality education at these taxpayer funded schools.
6. 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 14, 2014

AGENCY: Office of the State Board of Education
 FUNCTION: Administration
 ACTIVITY: Proprietary Schools

Agency No.: 501
 Function No.: 03
 Activity No.:

FY 2016 Request
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 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.02		Title: State Authorizers Reciprocity			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:		\$21,000			\$21,000
OPERATING EXPENDITURES by summary object:					
1. Office space					
2. Photocopier lease					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL		\$21,000			\$21,000

Description:

Idaho has been approved as part of the State Authorization Reciprocity Agreement (SARA) through the Western Interstate Commission for Higher Education (WICHE). SARA is an agreement among member states, districts and territories that establishes comparable national standards for interstate offering of postsecondary distance education courses and programs. It is intended to make it easier for students to take online courses offered by postsecondary institutions based in another state. SARA is overseen by a National Council and administered by four regional education compacts.

Any degree-granting institution based in the United States, holding proper authorization from Congress, a U.S. state or a federally recognized Indian tribe and holding accreditation from an accrediting association recognized by the U.S. Secretary of Education is eligible to apply to its home state to participate in SARA if that state is a SARA member. For more information: <http://nc-sara.org/what-does-institution-do>

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Institutions that wish to apply for Idaho State Authorization must register by completing an application, paying a state fee to the Idaho State Board of Education and receive a confirmation of their authorization status. An institution seeking approval to operate under the terms and standards of SARA must meet the requirements of application. Idaho will be charging an application fee of \$1,500.00. The application fee is due when application is submitted. Registrations for state approval are voluntary, however institutions can only apply to their home state. Private institutions operating out of multiple states apply to the state of their headquarters.

The following table is an estimate of the annual application fees for public, private and exempt institutions in Idaho. Possible uses of these funds include staffing to assist with complaints and to conduct investigations.

Institutions	FY15 Projected Fees
Boise Bible College	\$ 1,500.00
Boise State University	\$ 1,500.00
BYU Idaho	\$ 1,500.00
College of Southern Idaho	\$ 1,500.00
College of Western Idaho	\$ 1,500.00
Eastern Idaho Technical College	\$ 1,500.00
Idaho State University	\$ 1,500.00
Lewis-Clark State College	\$ 1,500.00
New Saint Andrews College	\$ 1,500.00
North Idaho College	\$ 1,500.00
Northwest Nazarene University	\$ 1,500.00
The College of Idaho	\$ 1,500.00
University of Idaho	\$ 1,500.00
one additional institution	\$ 1,500.00
Total	\$ 21,000.00

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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?

Spending authority is requested in order to use the fees generated through this program. Staffing levels have not been estimated at this time and will be provided in August. The current Miscellaneous Funds spending authority is not sufficient for this new 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.

No FTP is requested at this time.

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

It is unknown at this time the long-term human resource needs to review applications, respond to complaints and conduct investigations.

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

OSBE is requesting \$21,000 in Miscellaneous Funds spending authority which is the total estimated amount of fees under the State Authorization Reciprocity Agreement.

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.).

\$21,000 ongoing Miscellaneous 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?

Idaho students will benefit by make it easier for them to take online courses offered by postsecondary institutions based in another state by establishing comparable national standards for interstate offerings of postsecondary distance education courses and programs.

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 14, 2014**

AGENCY: Idaho Public Television
FUNCTION: Idaho Public Television
ACTIVITY:

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

FY 2016 Request
 Page 1 of 3
 Original Submission X or
 Revision No.

A: Decision Unit No: 12.01		Title: Idaho Experience			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	\$161,600				\$161,600
2. Benefits	66,600				66,600
3. Group Position Funding	25,000				25,000
TOTAL PERSONNEL COSTS:	\$253,200				\$253,200
OPERATING EXPENDITURES by summary object:					
1. Professional Services	\$55,000				\$55,000
2. Administrative Services	10,000				10,000
3. Travel / Specific Use Supplies	34,500				34,500
TOTAL OPERATING EXPENDITURES:	\$99,500				\$99,500
CAPITAL OUTLAY by summary object:					
1. Office Furniture	\$3,000				\$3,000
TOTAL CAPITAL OUTLAY:	\$3,000				\$3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$355,700				\$355,700

Supports institution/agency and Board strategic plans:

Goal 1 SBOE Goal 1 is a well-educated citizenry. IdahoPTV's objectives to meet this goal are to provide high quality television programming and new media content, and to provide relevant Idaho-specific information.

Description:

This year Idaho Public Television has a unique opportunity to capitalize on prospective support from private funders to offer Idahoans an in-depth look at our state's rich history. We are asking for base funds to move forward with plans to create a televised multi-media series that will bring to life the people and events which shaped our state's past and present. Similar to the PBS program, THE AMERICAN EXPERIENCE, the

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

ongoing series would be produced in a collaborative effort with the Idaho Historical Society and other educational institutions.

For the 2009 legislative session, both the State Board of Education and Governor Otter recommended funding for the Idaho Experience Line Item request. For the 2010 legislative session, this request was approved by the State Board of Education.

Questions:

1. What is being requested and why?

Idaho Public Television proposes to preserve and enhance Idaho's heritage by producing two historical documentaries and related Web sites annually, and to make them available to students, teachers and the Idaho public. We will work closely with educators to align the series with Idaho's school curriculum and to present the material in ways that is both engaging and accurate. This is an exceptional opportunity for us to capture and examine the history of our state so that we can help educate and inform Idaho's citizens, both our youth and adults.

To date, there are no other known efforts to produce comprehensive multi-media documentaries about influential Idahoans and the forces that shaped our state. Idaho Public Television is uniquely positioned to be able to take on such a task. Our past efforts to do so have produced award winning documentaries such as ASSASSINATION: IDAHO'S TRIAL OF THE CENTURY and the recently released CAPITOL OF LIGHT. Both films have been widely praised for their fascinating and comprehensive portrayal of Idaho's history.

Using these programs as a template, each new documentary will be broadcast several times throughout the state, with unlimited off-air record rights for educational institutions. Enhanced DVDs and web-based media of the programs will be available to the Idaho Commission for Libraries for circulation to libraries throughout Idaho via interlibrary loan. The documentaries will be closed-captioned for the hearing impaired and a companion Web site will be developed to take the program beyond the television screen and enhance educational opportunities for Idaho's teachers and students.

Working together with the Idaho State Historical Society and Idaho's universities and colleges, we will help to conserve Idaho's heritage by preserving valuable, unique documents and artifacts that are presently stored in the partners' collections but are unusable because of their fragile condition.

In addition to State of Idaho contributions to this effort, Idaho Public Television will seek additional resources to enhance and expand this effort. As mentioned above, we have already been approached by funders interested in supporting this idea.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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.

PTV Producer/Director, pay grade L, full-time, classified, anticipated hire date July 1, 2015, salary cost estimated at \$57,886; benefited with benefit costs estimated at \$23,058, position ongoing.

PTV Writer/Reporter/Producer, pay grade L, full-time, classified, anticipated hire date July 1, 2015, salary cost estimated at \$57,886; benefited with benefit costs estimated at \$23,058, position ongoing.

PTV Director/Videographer, pay grade J, full-time, classified, anticipated hire date July 1, 2015, salary cost estimated at \$45,781; benefited with benefit costs estimated at \$20,443, position ongoing.

Group Position at \$25,000 to aid as an Associate Producer.

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

The primary human resources that will be redirected are portions of time from the Executive Producer and Production Manager for oversight of the series. In addition, existing technical/engineering, promotional and administrative (primarily fiscal) personnel support. The series will utilize existing equipment, studios, production control, and editing suites.

- 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 (e.g. 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?

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

The population of Idaho would be impacted most. There are historical issues unique to Idaho that should be documented for a viewing audience. Idaho schools would be benefitted by the extensive Web site planned for this series and DVDs, web streaming, and on-air programming would be distributed by IdahoPTV. Certain programs from this series may have regional and national broadcast potential.

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

N/A

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
AUGUST 14, 2014**

AGENCY: Office of the State Board of Education

Agency No.: 523

FY 2016 Request

FUNCTION: Vocational Rehabilitation

Function No.: 02

Page ___ of ___ Pages

ACTIVITY: Basic Grant

Activity No.: 02

Original Submission X or

Revision No. ___

A: Decision Unit No: 12.01		Title: Counselor Salaries			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	\$47,300	\$3,200	\$186,600		\$237,100
2. Benefits	9,900	600	39,200		49,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$57,200	\$3,800	\$225,800		\$286,800
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:					
LUMP SUM:					
GRAND TOTAL	\$57,200	\$3,800	\$225,800		\$286,800

Supports institution/agency and Board strategic plans:

Goal 2 Objective 5

Objective: IDVR will maintain a comprehensive system of personnel development (CSPD) standard for IDVR counselors.

Benchmark: Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually and all Vocational Rehabilitation Specialist positions will be in compliance with the agency's standard to reach CSPD in FFY 2014.

IDVR will have trouble meeting this standard without this increase because we are having trouble recruiting counselors that meet this standard because of the low salary. We lose many counselors to Health and Welfare agencies because their pay for equivalent positions start \$3 an hour higher than ours.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Description:

IDVR is requesting funds to increase funding for our Vocational Rehabilitation Counselors (VRC) positions to a level that is still \$1.50 an hours less than an equivalent position in Health and Welfare. IDVR will evaluate this effect and if it is still having difficulty retaining staff will request in the future a comparable salary to other state agencies with positions requiring a Master's in a similar field.

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?

IDVR has 68 VRCs and 8 Regional Managers in the agency, besides the other staff of the agency. These VRCs provide the most essential service IDVR offers Counseling and Guidance. It is critical for IDVR to achieve its goals that we have high quality VRCs. Unfortunately IDVR has had trouble hiring VRCs that meet the criteria as laid out in our Comprehensive System of Personnel Development that is a part of our State Plan that is submitted to the Rehabilitation Services Administration. Our VRCs are required to have or be able to sit to become Certified Rehabilitation Counselor (CRC). This requirement means that they have a Master's in Rehabilitation Counseling or a Master's in a similar field and 18 hours of graduate level studies in vocational rehabilitation. This severely limits our pool of candidates. In addition IDVR has lost many VRCs to other state agencies that pay substantially more for a similar education.

Staffing level for this function is currently 76.0 FTP VR Counselors and Regional Managers at a cost of \$5,297,000, split between \$1,065,000 from general funds, \$62,600 from dedicated funds and \$4,169,400 from federal 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.

IDVR currently has 76 non-classified positions in the field offices that would be impacted. Position titles are Vocational Rehabilitation Counselors and Regional Managers all of them full-time with benefits.
 - 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.
 - c. List any additional operating funds and capital items needed.

No additional operating funds or capital outlay is 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.).

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The federal grant is sufficient to fund up to 78.7% of this cost and those funds are currently being returned to the federal agency because the 21.3% non-federal share is insufficient.

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 ultimately makes it so IDVR can serve our customers better. By being able to recruit and retain quality VRCs IDVR will reduce the impacts of overstaffed caseloads that result in diminished services as well as unnecessary changes between counselors that stagnates progress for the customer.

If this request is not funded IDVR will face considerable difficulty recruiting and retaining VRCs throughout the state. We have already had a lot of difficulty hiring VRCs in certain parts of the state.

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
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AGENCY: Office of the State Board of Education
 FUNCTION: Vocational Rehabilitation
 ACTIVITY: Basic Grant

Agency No.: 523
 Function No.: 02
 Activity No.: 02

FY 2016 Request
 Page ___ of ___ Pages
 Original Submission X or
 Revision No. ___

A: Decision Unit No: 12.02		Title: Additional grant funds			Priority Ranking 2 of 3
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:					0
T/B PAYMENTS:			\$1,200,000		\$1,200,000
LUMP SUM:					
GRAND TOTAL			\$1,200,000		\$1,200,000

Supports institution/agency and Board strategic plans:

Goal 1 Objective 1

Objective: To provide customers with effective job supports including adequate job training to increase employment stability and retention..

Performance Measure: To enhance the level of job preparedness services to all customers.

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Description:

IDVR is requesting \$1,200,000 in Federal funds to have a sufficient amount of funds available to pay for assessment, training, tools, education, supplies, transportation, medical and other items to assist people with disabilities prepare for, secure, retain or regain employment.

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?

IDVR is requesting additional Federal funds to be able to meet the requirements of the Federal vocational rehabilitation program. In FY 2014 the Division's budget was reduced by \$2 million dollars in Federal funds to more accurately reflect what the Division had actually spent on the program in FY 2012. However, services increased by 7% in FY 2013 and through March of 2014 services had increased another 13%. Without this increase the Division may not be able to meet the current requirements of the Vocational Rehabilitation program. If that was the case then IDVR would need to adjust how the program operates in Idaho and would not be able to serve all those who need service.

1. 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.

None

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.

None

2. 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.).

IDVR has not been using all of the Federal funds allocated to the State, but has been remitting available funds back to the Federal Government. The \$1.2 million in Federal funds is available to be used for this purpose.

3. 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 allow IDVR to continue to serve all of our customers without limiting available services.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

AGENCY: Idaho State Council for the Deaf and Hard of Hearing (CDHH)

FUNCTION: CDHH Administration

ACTIVITY: CDHH

Agency No.: 523

Function No.: 01

Activity No.:

FY 2016 Request

Page 1 of 4 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No:	Title: Communication/Outreach			Priority Ranking 3 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	50,800				50,800
2. Benefits	19,700				19,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	70,500				70,500
OPERATING EXPENDITURES by summary object:					
1. Travel	2,300				2,300
2. Communication Accommodations	10,000				10,000
3. Cell phone	1,200				1,200
4. Office lease	2,400				2,400
TOTAL OPERATING EXPENDITURES:	15,900				15,900
CAPITAL OUTLAY by summary object:					
1. PC and workstation set-up	3,400				3,400
TOTAL CAPITAL OUTLAY:	3,400				3,400
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	89,800				89,800

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 Council for the Deaf and Hard of Hearing is requesting one (1) additional FTE identified as Communication and Outreach Coordinator. The Council for the Deaf and Hard of Hearing is a unique state agency following its mission of being *“Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.”* Using the formula of 13% provided by the Gallaudet Research Institute, an estimated 203,785 people in Idaho have hearing loss:

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Total Idaho Population	1,567,582
Total Hearing Loss	203,785 (13%)
Severe Hearing Loss	34,486 (2.2%)
Profound Hearing Loss (deaf)	3,448 (.22%)

Currently, there are only 2 FTE's working for the Council, the Executive Director and an Administrative Assistant. With the establishment of Idaho Sound Beginnings (newborn hearing screening) children who have hearing loss are being identified earlier, baby-boomers are increasing and veterans are returning to civilian life. The aforementioned causes the need for an additional staff member to provide specific functions for the Council. The role of the Communication and Outreach Coordinator would be to increase awareness of the Council's role, services and programs throughout the state of Idaho. Strategies may include developing collaborations with community organizations, staffing exhibit tables at expos, providing training sessions, developing and disseminating information and resources, and managing external and internal communications.

One-time funds for initial office set up as desk, chair, desktop/laptop computers, monitors, warranties, and docking station is also being requested.

Currently there is no agency staffing for this position and no 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.

The title of this position is: Communications and Outreach Coordinator

Pay Grade: K

Full Time Status

Full Benefits

Anticipated Date of Hire: July 1, 2016

Terms of Service: NA

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

Existing Human Resources would be redirected to hire candidate. If this position were approved and funded, it would allow the two current staff members to spend 100% of their time on their assigned duties.

Currently the Executive Director and Administrative Assistant are the only staff involved in providing information, workshops, presentations, and everyday operations of the Council. This position would relieve some of the

BUSINESS AFFAIRS AND HUMAN RESOURCES
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burdens of the current staff to provide the necessary services dictated by Idaho Code Chapter 13, Title 33

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

Additional operating funds:

Office lease \$200/mo	\$ 2,400.00 annually
Cell Phone	\$ 1,200.00 annually
Overnight travel ~ 10 x ~ 80	\$ 800.00 annually
Per Diem ~ 20 x 33.00	\$ 660.00 annually
Flights ~ 2 @ \$400	\$ 800.00 annually
Communication/accommodation svcs	\$10,000.00 annually

TOTAL Additional Operating Funds **\$15,860.00**

Capital Items

Desk	\$740.00
Chair	\$570.00
Desktop	\$650.00
Desktop Warranty	\$ 60.00
Laptop	\$970.00
Laptop Warranty	\$100.00
Docking Station	\$160.00
Monitors	\$156.00 Each

Total Capital Funds **\$3,406.00**

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.).

Ongoing request	\$86,400
-----------------	----------

One Time request	\$ 3,400.00
------------------	-------------

All funds will be from General Funds. There are no expectations of additional grant monies or federal monies. There are no external funding available that is in line with the objectives, mission and responsibilities/duties of the Council.

If the request is not funded, CDHH will be unable to fully utilize the collaborative relationship with community organizations, local and state governmental entities, and proactively develop a presence for our Council and the programs and services provided.

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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?

Idaho policymakers, the legislators, local, state agencies, businesses, and the 203,785 deaf and hard of hearing citizens will be served by this request. We anticipate the population to grow. This request allows for areas that are not currently served by the limited staff of CDHH to be included in the mission of the Council.

It has been over 23 years, since the inception of the Council, without any significant increase in FTE that serves the constituents and/or stakeholders directly. For the past two decade the deaf and hard of hearing population grew and assimilated much more deeply into the society more than ever before which demands more information and resources. The current staff finds it very difficult meeting the growing demands.

If this request is not funded, Idaho's deaf and hard of hearing population will continue to be underserved.

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

N/A. No request for FTE was presented on our line item last year.

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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SUBJECT

FY 2016 Capital Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.c. and 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. PBFAC reviews DPW staff funding recommendations and takes action on them at its November business meeting. 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 PBFAC at its November meeting. Following 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 2016 capital budget requests to the Board office and DPW, as shown on Page 5.

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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 recommendation based upon the priorities indicated (if any) at the Board's discretion.

Board Policy V.K. 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 must 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-FY16 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 Six-year Plan	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 2015 institution request list. The project descriptions are as prepared by the institutions and previously submitted to DPW.

The Board may recommend some or all of the projects to PBFAC for consideration at its October 2014 meeting, or recommend no major capital funding for FY 2016 and have 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 2016.

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

Staff does make one project specific observation regarding CWI's request for funding for a student union building. Board policy V.B.4 provides that "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." While the policy

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does not apply to community colleges and is silent on construction of auxiliary facilities, it seems persuasive.

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 2016 budget process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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 2016 budget process.

1. _____
2. _____
3. _____
4. _____

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

I move to recommend no major capital funding for FY 2016 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 14, 2014**

**State Board of Education
FY16 Major Capital Request Summary
(\$ in thousands)**

Board	Priority	Institution/Agency & Project	Detail Page	Total Project Cost		FY 2016 Request
				Perm. Building Fund	Total Funds	
		Boise State University				
1	1	Fine Arts Building	13	5,000.0	35,000.0	5,000.0
2	2	Science & Research Building #2	17	10,000.0	10,000.0	10,000.0
		Idaho State University				
3	1	ISU Meridian, Dental Health Program	21	2,311.8	2,791.8	2,311.8
4	2	Eli Oboler Library, replace HVAC and duct work	23	6,000.0	6,000.0	6,000.0
5	3	Graveley Hall, upgrade heating and cooling system	24	2,875.0	2,875.0	2,875.0
6	4	Beckley Nursing Asbestos Mitigation, ceiling/lights	25	1,700.0	8,311.8	6,000.0
7	5	Frazier Hall, renovate dressing rooms & green room	26	1,300.0	1,300.0	1,300.0
		University of Idaho				
8	1	Northern Idaho Collaborative Ed. Facility (UI, LCSC, NIC)	29	4,000.0	6,420.8	4,000.0
9	2	Research and Classroom Facility	33	4,000.0	24,000.0	4,000.0
		Lewis-Clark State College				
10	1	Northern Idaho Collaborative Ed. Facility (UI, LCSC, NIC)	29/41			
11	2	Spalding Hall Upgrade	43	1,000.0	1,300.0	1,000.0
		North Idaho College				
12	1	Northern Idaho Collaborative Educ. Facility (see above)	29/45			
13	2	Professional Technical Building	46	12,000.0	12,000.0	12,000.0
		College of Western Idaho				
14	1	Health Sciences Building/ Nampa Campus	47	34,840.0	34,840.0	34,840.0
15	2	Student Union Building/Nampa Campus	48	21,000.0	45,000.0	21,000.0
16		Total		\$ 106,026.8	\$ 189,839.4	\$ 110,326.8

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**SIX YEAR CAPITAL IMPROVEMENT PLAN
FY 2016 THROUGH FY 2021**

(\$ in 000's)

Institution: Boise State University

Project Title	Est. Cost	Prev. Fund.	FY2016			FY2017			FY2018			FY2019			FY2020			FY2021		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
Fine Arts Building	35,000		5,000	30,000	35,000															
Science & Research Building (2nd of 4 building science complex) Design & Construction	60,000		10,000		10,000	25,000	25,000	50,000												
Administrative Services Building(s)	23,000			1,000	1,000					22,000	22,000									
Alumni Center (comprehensive campaign)	12,000			12,000	12,000															
Renovate Liberal Arts & Campus School (Planning, Design, Construction)	3,300			300	300	1,000	2,000	3,000												
New Student Housing (Live/Learn Community)	36,000			36,000	36,000															
SMITC Interior & Exterior Renovations	1,500					1,500		1,500												
Parking Structure (750 space @ 16,000 X 2)	14,000									14,000	14,000									
OIT Data Center (New Location/Research Support)	14,000								7,000	7,000	14,000									
Athletics/Kinesiology Multi-Use Facilities	40,000											5,000		5,000	17,500	17,500	35,000			
Riverfront Hall Demolition & Land Improvements	2,000											1,000	1,000	2,000						
Science & Research Building (3rd of 4 building science complex) Planning & Design	9,000														500	500	1,000	4,000	4,000	8,000
Health Sciences Building	30,500														30,500		30,500			
Albertsons Stadium Expansion and Improvements	28,000																		28,000	28,000
Total	308,300	0	15,000	79,300	94,300	27,500	27,000	54,500	7,000	43,000	50,000	6,000	1,000	7,000	48,500	18,000	66,500	4,000	32,000	36,000

Other, not currently scheduled priorities	
Central/District Chilled Water Plant	10,000
Science Building Improvements for Research	6,000
Emergency Operations Center	2,000
Biology Greenhouses	1,500
Literacy Center	8,000
Develop Campus Quad Spaces	2,000
Engineering & Technology Room 103 & 110	1,500
Student Shop Development	10,000
Total	41,000

Six Year Capital Improvement Budget

Description	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Expansion of Dental Health Program (additional agency \$480,000)	\$2,311,770					
Oboler Library - replace HVAC/duct work, ceiling, seismic compliance*	6,000,000					
Graveley Hall - Upgrade the heating and cooling system	\$2,875,000					
Beckley Nursing – Asbestos mitigation, ceiling system and lights.*	1,700,000					
Frazier Hall - Renovation of dressing rooms and green room area	1,300,000					
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
	\$163,530,690	14,186,770	45,914,000	27,036,000	40,885,920	8,000,000
	6 year outlay total					27,508,000

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

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN (Major Capital Projects)
FY 2016 THROUGH FY 2021
(\$ in 000's)

Institution: University of Idaho

Project Title	Est. Cost	Prev. Fund.	FY 2016			FY 2017			FY 2018			FY 2019			FY 2020			FY 2021		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
Integrated Research and Innovation Center	49,800	49,800	In Bid Status as of 1 Jul 14																	
Education Building Renovation and Asbestos Remediation	17,160	17,160	In Bid Status as of 1 Jul 14																	
Aquaculture Research Facility	1,400	1,400	In Design as of 1 Jul 14																	
Idaho Law Learning & Justice Center, Boise *	7,600	7,600	In Design as of 1 Jul 14																	
Admin Bldg Entry Foyer & Stair Life Safety Imp & Renovations	948	948	In Design as of 1 Jul 14																	
Janssen Engineering Building HVAC Upgrades, Ph 3	957	957	In Design as of 1 Jul 14																	
Northern Idaho Collaborative Education Facility	6,421	421	4,000	2,000	6,421															
Research and Classroom Facility	24,000	0	4,000		4,000	4,000	16,000	20,000												
Buchanan Engineering Lab Life Safety Improvements, Phase 2	902	0	902		902															
Life Sciences South Standby & Emergency Generator (Life Safety)	835	0	835		835															
Executive Residence	td	0		td	td															
Swim Center Replace Pool Gutters	560	0				560		560												
Graduate Student Housing, Phase 1	3,000	0				3,000		3,000												
National Dairy Research Center	35,000	0				35,000		35,000												
Life Sciences South HVAC Upgrades, Phase 3	1,124	0							1,124		1,124									
Administration Building Exterior Envelope Repair	984	0							984		984									
Gibb Hall HVAC, Phase 2	1,122	0							1,122		1,122									
Administration Building HVAC, Phase 2	1,178	0										1,178		1,178						
Janssen Engineering Building HVAC, Phase 4	589	0										589		589						
Gibb Hall HVAC, Phase 3	1,178	0										1,178		1,178						
Idaho Avenue Extension Repairs and Repaving	844	0													844		844			
Domestic Water System Replace AC Mains, Phase 1	670	0													670		670			
Campus Drive / Administration Circle Repairs, Phase 1	742	0													742		742			
Steam Plant Emergency Generator	927	0													927		927			
Perimeter Drive Replace Paradise Creek Undercrossing	850	0																850		850
Undergraduate Housing - Phase 1	36,000	0																		
Art & Architecture Interdisciplinary Studio Facility #	3,500	0																		
CALS Labs, 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																		
McCall Campus Improvements	td	0																		
Research and Classroom Facility II	td	0																		
Varsity Soccer Pitch Upgrade	2,000	0																		
ROTC Facility	3,000	0																		
ASUI Kibbie Activity Center Seating Expansion #	27,000	0																		
Events Pavilion #	30,000	0																		
	197,431	11,326	9,737	2,000	12,158	4,560	54,000	58,560	3,230	0	3,230	2,945	0	2,945	3,183	0	3,183	850	0	850

* 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.

S:\Facilities\Captial Planning\Captial Budget\FY 16 State Request\Six Year Plan (Set C)\FY 2016 Six Year Plan.*

**CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2016 THROUGH FY 2021
CAPITAL IMPROVEMENTS**

AGENCY: **Lewis-Clark State College**

PROJECT DESCRIPTION/LOCATION	FY 2016 \$	FY 2017 \$	FY 2018 \$	FY 2019 \$	FY 2020 \$	FY 2021 \$
North Idaho Collaborative Education Facility	[see note]					
Spalding Hall (SPH) upgrade	\$1,300,000					
Automotive Technology facility expansion		\$2,000,000				
Sam Glenn Complex (SGC) upgrade			\$2,500,000			
New classroom complex				\$3,000,000		
Replace Workforce Training facility					\$2,000,000	
Upgrade Physical Plant facility						\$2,500,000
TOTAL	\$1,300,000	\$2,000,000	\$2,500,000	\$3,000,000	\$2,000,000	\$2,500,000

[Note: The North Idaho Collaborative Education Facility (NICEF) is a joint UI, NIC, and LCSC project with a total cost of \$6,000,000. The cost for the project is consolidated within the UI FY2016 PBF Capital Project request.]

Agency Head Signature: *Clint Heister*
Date: 6-27-14

**CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2016 THROUGH FY 2021
CAPITAL IMPROVEMENTS**

AGENCY: EASTERN IDAHO TECHNICAL COLLEGE

PROJECT DESCRIPTION/LOCATION	FY 2016 \$	FY 2017 \$	FY 2018 \$	FY 2019 \$	FY 2020 \$	FY 2021 \$
New Construction — Energy System Technology Building			\$ 4.5 M			
Expanded Construction — Phase 2 of Health Care Education Building					\$ 6.0 M	
New Construction — Additional Parking Lot to Support Health Care Education Building					\$ 0.5 M	
TOTAL	\$ -	\$ -	\$ 4.5 M	\$ -	\$ 6.5 M	\$ -

Agency Head Signature: _____

Steve Allright

Date: _____

Thursday, July 17, 2014

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OFFICE OF THE STATE BOARD OF EDUCATION

**SET A
PROJECT SUMMARY
FY2016**

Project Title: Construction for
Fine Arts Building
Boise Campus

Institution/Agency: Boise State University

Brief Description: A new building for Fine Arts will achieve several goals in Boise State’s Strategic Plan by consolidating programs spread across campus into one building, fostering university and community relations, and advancing the importance of creativity in our modern high-tech economy. Programming, planning, and conceptual design and construction documents have already been prepared and have formed the basis for an overall budget. Incremental funding from Permanent Building funds is acceptable to the University.

Project Scope: 47,500- 65,500 NASF 60,000-100,000 GSF

Estimated Total Project Cost: \$35,000,000

Date Approved by State Board of Education: April 2013 (Planning)

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

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 5,000,000
University & Donor Funds	\$30,000,000

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	\$ 5,000,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The new Fine Arts Building will front Capitol Boulevard just north of the Micron Business and Economics Building, adding another cutting-edge presence on the most visible side of campus while helping foster university and community relationships. It will be just across the river from the Boise Art Museum and the city's cultural district. The siting is consistent with the current Campus Master Plan, and the facility is directly in line with the core themes of the mission the State Board of Education has endorsed for the university: Provide a signature, high-quality undergraduate and graduate education experience; Foster creativity in arts and research that can be transferred to societal, economic, and cultural benefits; And extend our community commitment beyond our educational, creative, and research activities.

The building will consolidate arts programs now scattered across campus, dramatically improving the student educational experience and providing needed physical space to meet increasing student demand for arts classes. It will also address several deficiencies in space and infrastructure that were identified in the arts program's re-accreditation process. The facility will advance the importance that creativity plays in a new, modern economy and will provide the capacity for additional classes as students in traditional STEM programs (Science, Technology, Engineering and Math) elect to take creative courses to complement their studies and boost their skills and career opportunities.

The pre-planning and programming phase of this project is already underway and is being funded internally by the university. This phase will result in final programmed spaces for Fine Arts and the administrative functions of the Arts & Humanities Institute as well as determining what entities within the Fine Arts disciplines will be housed in the new building.

2. PROJECT COMPONENTS

The project will construct a new facility in the western zone of the campus. The facility will house Fine Arts and functions of the Arts and Humanities Institute. Preliminary planning activities have tentatively identified the following that will be supported by the building:

- Teaching: studios, design laboratories, classrooms, administrative and faculty offices, and spaces for student collaboration.
- Exploration: computer laboratories, centralized workshop facilities, conference rooms, and libraries for study and research; faculty/graduate studio space for creative practices.
- Innovation: multiple-use spaces containing new technologies will facilitate inventive and cross-disciplinary projects.
- Exhibition: gallery spaces for student and traveling exhibits and display areas throughout building for student artwork display and critiques.

3. ALTERNATIVES

The status quo would keep art students, their professors and mentors, and their studio and study space spread throughout campus. Today, arts-related classrooms are housed in five separate buildings, and studio and storage space spread even farther, to two other campus facilities. It would also keep the university from echoing in the arts the major recent building efforts supporting the sciences, engineering, and business and economics. Just as those efforts greatly facilitate scholarly activity and are an important way to focus community attention, constructing a Fine Arts Building will greatly facilitate creative activity and help focus community attention on the arts and the ever-increasing role of design, innovation, and creativity in the modern economy.

4. VACATED SPACES

By providing up-to-date space for the uses described above, the new building will 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, including the STEM disciplines. Because planning is in the early stages, the precise amount of space to be vacated is not yet defined.

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OFFICE OF THE STATE BOARD OF EDUCATION

**SET A
PROJECT SUMMARY
FY2016**

Project Title: Design and Construction for Science & Research Building #2
Boise Campus

Institution/Agency: Boise State University

Brief Description: Boise State’s Master Plan targets the South Campus area for the science and engineering facilities called for in the Strategic Plan to boost research and creativity while creating a signature educational experience for both graduates and undergraduates. The requested funds will pay for planning, design, and partial construction of the second of four science buildings currently envisioned.

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

Estimated Total Cost: \$60,000,000

Estimated Total Design and Partial Construction Cost: \$10,000,000

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	\$10,000,000
University Funds & Private Donations	TBD

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	\$10,000,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The proposed building will be the second building of the master-planned four-building science and engineering complex in the South Campus zone. The first of these projects, the 101,265-square-foot Environmental Research Building, was recently completed and is now home for Geosciences, Civil Engineering, Public Policy and Administration and Political Science, as well as a community and regional planning program, the environmental finance office, the Public Policy Center and the Frank Church Institute.

Consistent with the 2005 Campus Master Plan, the new science research building will support STEM disciplines (Science, Technology, Engineering and Mathematics) and will be part of a 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. In addition to research spaces, this facility will also provide classrooms and teaching laboratories to expand student learning opportunities and student capacity.

Current thinking is that this second building will focus on Chemistry, Physics, and/or 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 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/or 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 and STEM 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 South Campus to accommodate this new facility. Investing in temporary modular facilities would neither be cost effective nor 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 the aforementioned 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 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 other 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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CAPITAL BUDGET REQUEST
FY 2016
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: **Office of Oral and Medical Health**

AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: **Expansion of the Dental Hygiene program to ISU-Meridian according to the Phased Master Plan**

CONTACT PERSON: **Dr. Bessie Katsilometes**

TELEPHONE: 373-1708

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

To create a Bachelor of Science (BS) in Dental Hygiene (DH) satellite program and expand the Idaho Oral Health Institute to the ISU Meridian Health Science Center (HSC). On the SBOE 5-year plan, DH was scheduled to bring its BS satellite program to the HSC in 2014.

The plan is to take DL classrooms #508 and #509, computer labs #504 and #505, and four offices off line and construct new clinic in these areas. Part of the project funding will be used to relocate these to new spaces constructed elsewhere in the building per the master plan.

(B) What is the existing program and how will it be improved?

The DH program is accredited by the American Dental Association Commission of Dental Accreditation. DH program expansion to ISU Meridian will enhance inter-professional and interdepartmental collaboration with the Idaho Advanced Education in General Dentistry (IAGD) Residency and other professional health programs. The IAGD Residency/ISU Family Dentistry Clinic relocated and expanded to the Meridian HSC in August 2011 with 5,200 sq. ft. of space which was designed to be adjacent to DH for shared resources. In the ISU-Meridian Master Plan, 4,800 sq. ft. of space is allocated for DH. The DH program expansion includes 12 operatories for 24 enrolled students, opportunities for clinical research and preventive oral health care services.

(C) What will be the impact on your operating budget?

Operating costs will be funded by DH clinic revenues.

(D) What are the consequences if this project is not funded?

The BS in DH will not be made available in the Boise Metropolitan Service Area (MSA), the most populous region of Idaho. ISU's DH program is the only BS degree option in the state; fulfilling ISU's statewide mission as the health sciences education leader presupposes expanding the DH program to the Boise MSA. Further, an opportunity to provide inter-professional collaboration between dentistry and dental hygiene will be forgone if the DH satellite program is not expanded.

Also, the opportunity to enhance the model for an integrated educational approach incorporating oral, physical, and mental health by adding the DH program component at ISU Meridian will be unrealized. Proprietary schools in the Boise MSA are offering AAS dental hygiene education that is not regionally accredited and which makes it difficult to for students to articulate credits earned.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 2,311,770
A/E fees	\$ 100,000	General Account	
Construction	\$ 1,682,900	Agency Funds	\$ 480,000
5% Contingency	\$ 84,000	Federal Funds	
F F & E	\$ 420,000	Other	
Other	\$ 504,870		
Total	\$ 2,791,770	Total	\$ 2,791,770

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST
FY 2016
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 2
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PROJECT DESCRIPTION/LOCATION: Eli Oboler Library
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CONTACT PERSON: Phil Moessner	TELEPHONE: 208-282-4229
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PROJECT JUSTIFICATION:

(A) **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.

(B) **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.

(C) **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 is no longer needed.

(D) **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: Land A/E fees \$ 720,000 Construction \$ 5,016,000 5% Contingency \$ 264,000 F F & E Other Total \$ 6,000,000	FUNDING: PBF \$ 6,000,000 General Account Agency Funds Federal Funds Other Total \$ 6,000,000
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Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST
FY 2016
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 3
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PROJECT DESCRIPTION/LOCATION: Graveley Hall upgrade HVAC
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CONTACT PERSON: Phil Moessner	TELEPHONE: 208-282-4229
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<p>PROJECT JUSTIFICATION:</p> <p>(A) Concisely describe what the project is. This project will remove the old window mounted room air conditioners and steam heat perimeter supply with a central system that addresses the need for fresh air and heating in an economical solution.</p> <p>(B) What is the existing program and how will it be improved? The existing systems are failing and costly to run and repair and replace and the air conditioning units are providing a lot of bird habitat. The new system will deliver fresh air, conditioned in a central system and augment the existing perimeter steam heating systems to cover all areas of the building. Poor piping insulation on the steam heat will be replaced so that A/C units are not being run in the winter to cool down rooms.</p> <p>(C) What will be the impact on your operating budget? The maintenance budget will be relieved in several areas as less work will be needed to maintain individual units than one building system that can be put on our centralized controls.</p> <p>(D) What are the consequences if this project is not funded? Building systems are continuing to deteriorate and require excessive maintenance and costs.</p>
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ESTIMATED BUDGET: Land A/E fees \$ 287,500 Construction \$ 2,443,750 5% Contingency \$ 143,750 F F & E Other Total \$ 2,875,000	FUNDING: PBF \$ 2,875,000 General Account Agency Funds Federal Funds Other Total \$ 2,875,000
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Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST
FY 2016
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 4
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PROJECT DESCRIPTION/LOCATION: Beckley Nursing Asbestos Mitigation

CONTACT PERSON: Phil Moessner	TELEPHONE: 208-282-4229
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PROJECT JUSTIFICATION:

(A) **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.

(B) **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.

(C) **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 temporary moves to accommodate the mitigating and related construction work.

(D) **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: Land A/E fees \$ 62,000 Construction \$ 1,560,000 5% Contingency \$ 78,000 F F & E \$ 0 Other Total \$ 1,700,000	FUNDING: PBF \$1,700,000 General Account Agency Funds Federal Funds Other Total \$1,700,000
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Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST
FY 2016
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 5

PROJECT DESCRIPTION/LOCATION: Frazier Hall Renovation of dressing rooms & green rooms

CONTACT PERSON: Phil Moessner

TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Dressing and green room areas located beneath the stage need complete restoration. This work extends to a complete gut-and-replacement of floor, sub flooring, ceilings, walls, finishes, air circulation, electrical systems, and restroom upgrades. Remodeling and updating of the dressing areas is intended to allow for men's and women's separate areas, remodel and upgrade of makeup rooms, restrooms, laundry rooms, and hallways. Areas are not accessible or sized properly for the number of persons using the facilities; this project will address building codes requirements in this regard. Traffic flow needs to be improved. An additional shower and restroom is needed. The existing public spaces of the Bilyeu Theater have received a wonderful and needed upgrade and now it is time to bring the under stage areas up to code. There is no back stage to the theater so that the basement areas receive a lot of use. This renovation includes major upgrades to mechanical, electrical, plumbing, and egress systems so that this historic venue may continue to be used.

(B) What is the existing program and how will it be improved?

Health and safety of players using the Bilyeu theater will be accomplished.

(C) What will be the impact on your operating budget?

This project does not add square feet of functional space but will address safety concerns and install more easily maintained materials and facilities, equipment and lighting upgrades.

(D) What are the consequences if this project is not funded?

Unsafe conditions will continue and egress systems are not up to code.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	\$1,300,000
A/E fees	\$ 130,000	General Account	
Construction	\$ 1,105,000	Agency Funds	
5% Contingency	\$ 65,000	Federal Funds	
F F & E	\$ 0	Other	
Other			
Total	\$ 1,300,000	Total	\$1,300,000

Agency Head Signature: _____

Date: _____

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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:

	NASF	GSF
Building size:	TBD	20,000
Site and utility infrastructure		
Furnishings, Fixtures and Equipment		
All project fees and related expenses		

Estimated Total Cost: \$6,420,800

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)*
- Eighth request, July 2013
- Ninth request, July 2014 *(Note: Facility size and project scope again dramatically reduced)*

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

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$4,420,800
Gifted Funds		\$2,000,000
	Total:	\$6,420,800

<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 20,000 gross square feet and will house classrooms and faculty and staff offices, along with ancillary support spaces. The preliminary cost estimate for the building is \$6,420,800. 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.

For FY 2016, 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. North Idaho College, Lewis Clark State College, and the University of Idaho will seek to jointly raise a total of \$2,000,000 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.

SET A
PROJECT APPROVAL FORM

Project Title: Northern Idaho Collaborative Education Facility

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Building Statistics: NASF: TBD
GSF: 20,000
Net to Gross Target 75%

	Estimated Total Cost	Prior to Budget Year	1st Year FY16	2nd Year FY17	3rd Year FY18	4th Year FY19	5th Year FY20	6th Year FY21
PROJECT SUMMARY:								
A. Arch. & Engr. (Project Planning & Pre-Design)	420,800	420,800	0	0	0	0	0	0
Schematic Design	74,100	0	74,100	0	0	0	0	0
Design Development	98,800	0	98,800	0	0	0	0	0
Construction Documents*	197,700	0	197,700	0	0	0	0	0
Construction Supervision**	123,600	0	0	123,600	0	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees	0	0	0	0	0	0	0	0
C. Tests, Permits, Fees, Etc.	50,000	0	25,000	25,000	0	0	0	0
SUBTOTAL ARCH. & ENGR.	965,000	420,800	395,600	148,600	0	0	0	0
D. Moving, Administration	19,400	0	8,500	10,900	0	0	0	0
E. Asbestos Abatement	0	0	0	0	0	0	0	0
F. Construction*** (Preliminary Estimate)	4,530,400	0	0	4,530,400	0	0	0	0
G. Furnishings/Moveable Equipment	360,500	0	0	360,500	0	0	0	0
H. Contingency (Project)	545,500	0	90,000	455,500	0	0	0	0
TOTAL PROJECT REQUEST	6,420,800	420,800	494,100	5,505,900	0	0	0	0
SOURCE OF FUNDS:								
Permanent Building Fund	4,420,800	420,800	4,000,000	0	0	0	0	0
General Education								
Federal								
Bond Sale								
Bond Reserve								
Parking Funds								
Housing/Food Service Revenue								
Other Funds, including Gifts (UI Funds)	2,000,000	0	0	2,000,000	0	0	0	0
TOTAL	6,420,800	420,800	4,000,000	2,000,000	0	0	0	0
Utilities								
Custodial								
Repairs & Maintenance								
PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.)								
								General Education

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: Research and Classroom Facility

Institution/Agency: University of Idaho

Brief Description:

The University of Idaho is currently in the process of the design and construction of the Integrated Research and Innovation Center (IRIC), a new research intensive facility comprised of sophisticated research laboratories to be located in the core of campus at the next of the College of Engineering, College of Science, College of Natural Resources and the College of Agricultural and Life Sciences. IRIC is to be completed in the fall of 2016, and it will be an exciting addition to the campus and to the university and carries with it the potential of driving the university's research profile to new heights.

The character and nature of the IRIC facility is focused on high-performance, research intensive laboratories, core laboratories to be available to all research units and researchers campus wide, collaborative spaces, etc. Precisely because IRIC is to be such a high-performance facility, it does not contain much in the way of office space and there is to be no classroom space. Including such spaces in such a systems and utilities intensive facility would not be an efficient use of resources.

Accordingly then, there is a need to provide spaces such as offices for additional research units and departments, space for grant driven activities, spaces for computational research activities, classrooms, seminar spaces, etc., in a location convenient to IRIC. These spaces will support learning, computational research, dissemination and transfer of knowledge and information, and other related support activities that may be related to, or a result of, the research activities housed within the IRIC facility. The Research and Classroom Facility will be comprised of such spaces and is to be located to the immediate southeast of IRIC on the east side of the Line Street Pedestrian Mall on the main campus of the University of Idaho.

Project Scope:	NASF	GSF
Building size:	TBD	40,000
Site and utility infrastructure		
Furnishings, Fixtures and Equipment		
All project fees and related expenses, to include the demolition of the existing structure(s) on site.		

Estimated Total Cost:

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

<u>Total Project Cost</u>	
<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 8,000,000
Federal Funds	\$ 1,000,000
Bond Funds	\$12,000,000
Gifted Funds	<u>\$ 3,000,000</u>
Total:	\$24,000,000

<u>Previous Appropriations</u>	
<u>Fund Source</u>	<u>Amount</u>
All Sources	\$ 0

<u>Budget Year Request</u>	
<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 4,000,000

Date Approved by State Board of Education:

FY 2016 represents the first request for this facility.

1. PROJECT DESCRIPTION AND JUSTIFICATION

The University of Idaho has a need to design and construct a Research and Classroom Facility on an existing site to the immediate southeast of the Integrated Research and Innovation Center (IRIC) on the main campus of the University of Idaho in Moscow, Idaho. This site is located in the core of the research neighborhood of the campus, adjacent not only to the new IRIC facility, but also to the College of Engineering, College of Science, and College of Natural Resources. The College of Agricultural and Life Sciences will be one building to the west, separated by IRIC itself.

The general intent of the Research and Classroom Facility is to provide space for learning, computational research, dissemination and transfer of knowledge and information, and other related support activities that may be related to, or a result of, the research activities housed within the IRIC facility. Because the IRIC is a high-performance, systems-intensive research facility with a resultant high initial cost on a unit basis, it is a much wiser use of resources and a more efficient investment to provide spaces for learning, computational research, dissemination and transfer of knowledge and information, and other related support activities in an adjacent, less systems-intensive facility.

The Research and Classroom Facility is envisioned to house offices, and office suites, computational research space, classrooms and other support spaces in an approximately

40,000 square foot facility located at the intersection of the 7th Street and Line Street pedestrian malls on the Moscow campus. This location will allow the Research and Classroom Facility to not only support the activities and research generated within IRIC, but will also allow it to support other activities and research with the Colleges of Engineering, Science, Natural Resources, and Agricultural and Life Sciences. Further it will support activities and Research from the Office of Research and the various institutes, as well as providing additional classroom stock available for general education classroom use.

2. PROJECT COMPONENTS

The preferred site for this Research and Classroom Facility is on the east side of the Line Street Pedestrian Mall, a major north/south pedestrian circulation spine on campus, just down the hill from the Idaho Commons. A portion of the site is currently vacant, as the old 5kW electrical substation was on the site prior to its demolition a few years ago. The remainder of the site currently holds the existing NAMEC facility. NAMEC is a wood framed, surplus WWII era building long slated for demolition and removal in the university's Long Range Campus Development Plan (LRCDP). NAMEC is currently occupied by the Native American Education Center and by the College Assistance Migrant Program (CAMP). Both of these functions will require relocation to a site as yet to be determined. The site is further bounded by the College of Science Building to the east, the Food Research Center to the south and the 7th Street Pedestrian Mall and the college of Engineering to the north. The site is sloped south to north and offers the opportunity for views to the north.

As mentioned, the Research and Classroom Facility is envisioned to be 40,000 square feet minimum. It is envisioned of phase 1 of a 2 phase effort. A second phase of an additional 40,000 square feet to the south is envisioned at a yet to be determined point in the future.

Spaces within the Research and Classroom Facility will include, but may not necessarily be limited to:

- faculty offices and office suites that allow for small scale departments and research institutes to be housed together in a collaborative fashion;
- computational research spaces;
- collaborative, technology rich classroom, constructed along the model of spaces prototyped in Renfrew Hall and the Teaching and Learning Center by the University of Idaho in 2013;
- research collaboration spaces and seminar rooms;
- Graduate and Research Assistant spaces;
- and other specialty research and research support spaces as determined to be required.

The Research and Classroom 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. ALTERNATIVES

Three alternatives have been studied to date.

Alternative 1: Include This Scope within the IRIC Facility Currently Under Design and Construction

This alternative would have entailed including many, more office, office suites, classrooms, seminar rooms, etc. within the scope of the Integrated Research and Innovation Center (IRIC) currently under design and construction and schedule to open in 2016. This alternative would have placed these spaces in a systems-intensive, high-performance facility. These spaces do not need to be in such a high-performance facility and placing them there would be an inefficient use of resources. The alternative also represents a poor choice in terms of opportunity costs as these spaces would by necessity would reduce the number and size of the research laboratories and core laboratories that could be constructed within IRIC. 40,000 sf of office, office suites, classrooms, seminar rooms, etc., as described herein, and added to the IRIC scope as currently in design, would create structure too large for the IRIC site.

In addition, the IRIC facility is a \$49.7 mil effort, the largest single design and construction effort ever accomplished by the University of Idaho on a total dollars basis. Adding an additional scope of \$24 mil would have created an untenable and infeasible project. The university rejected this alternative.

Alternative 2: Construct Separate, Dispersed Research and Classroom Spaces in existing Buildings

This alternative consists of an attempt to identify and construct the spaces as described herein in separate, exiting facilities dispersed across campus. The university simply does not have an existing stock of unused or underused space(s) to support this alternative. Space is at a premium on campus and existing programs are often forced into inadequate space. New programs are often denied space requested for their needs. Space is an extremely limited, and limiting, resource in the current campus environment. In addition, this approach does not readily support interdisciplinary interaction and collaboration. The university rejected this alternative.

Alternative 3: Construct a Research and Classroom Facility

This option would entail constructing a single facility adjacent to the site of the IRIC facility and within immediate adjacencies of the structures that comprise the research neighborhood in the core of the Moscow Campus. Overall project expenses are expected to be less under this approach since there will be only one site and construction of a single building allows elimination of unnecessary duplication of building systems. Placing these spaces in a less systems-intensive structure will also reduce costs. Combining these spaces in a single structure will also increase collaboration amongst research and research support units. This is the university's preferred alternative.

4. VACATED SPACE

In the main, the Research and Classroom Facility is envisioned as new space to satisfy both existing, pent-up needs that are currently insufficiently housed into inadequate conditions on a "make-do" basis, and to satisfy projected research needs and support needs generated by the IRIC facility to be opened in 2016. Accordingly, there is little to no vacant space generated by

this request. Space currently used for instructional laboratories and some research laboratories that may be vacated 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.

As mentioned hereinbefore, however, the design and construction of the Research and Classroom Facility on the selected site will require the demolition and removal of the existing, wood-framed NAMEC building. NAMEC is in poor repair and it is a structure that is of an inefficient size which vastly under-utilizes the site. The NAMEC building is listed as a structure to be removed under the university's adopted Long Range Campus Development Plan (LRCDP). NAMEC is currently occupied by two units and those units will need to be deployed elsewhere on campus as a part of the development of the Research and Classroom Facility. One possible option to be considered is placing these units within the new Research and Classroom Facility, however, the final location for these units is yet to be determined.

SET A
PROJECT APPROVAL FORM

Project Title: Research and Classroom Facility

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Building Statistics:
NASF: TBD
GSF: 40,000
Net to Gross Target 75%

	Estimated Total Cost	Prior to Budget Year	1st Year FY16	2nd Year FY17	3rd Year FY18	4th Year FY19	5th Year FY20	6th Year FY21
PROJECT SUMMARY:								
A. Arch. & Engr. (Project Planning & Pre-Design)	200,000	0	200,000	0	0	0	0	0
Schematic Design	266,500	0	266,500	0	0	0	0	0
Design Development	355,400	0	355,400	0	0	0	0	0
Construction Documents*	710,800	0	476,236	234,564	0	0	0	0
Construction Supervision**	444,200	0	0	146,586	297,614	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees	15,000	0	15,000	0	0	0	0	0
C. Tests, Permits, Fees, Etc.	50,000	0	25,000	25,000	0	0	0	0
SUBTOTAL ARCH. & ENGR.	2,041,900	0	1,338,136	406,150	297,614	0	0	0
D. Moving, Administration	15,000	0	5,000	0	10,000	0	0	0
E. Asbestos Abatement	35,000	0	0	35,000	0	0	0	0
F. Construction*** (Preliminary Estimate)	18,319,100	0	0	6,045,303	12,273,797	0	0	0
G. Furnishings/Moveable Equipment	1,522,200	0	0	0	1,522,200	0	0	0
H. Contingency (Project)	2,066,800	0	413,360	826,720	826,720	0	0	0
TOTAL PROJECT REQUEST	24,000,000	0	1,756,496	7,313,173	14,930,331	0	0	0
SOURCE OF FUNDS:								
Permanent Building Fund	8,000,000	0	4,000,000	4,000,000	0	0	0	0
General Education								
Federal	1,000,000	0	0	1,000,000	0	0	0	0
Bond Sale	12,000,000	0	0	12,000,000	0	0	0	0
Bond Reserve								
Parking Funds								
Housing/Food Service Revenue								
Other Funds, including Gifts (UI Funds)	3,000,000	0	0	3,000,000	0	0	0	0
TOTAL	24,000,000	0	4,000,000	20,000,000	0	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 (Inc. Const Contingency)



Proposed Research and Classroom Facility – Architectural Student Concept

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**CAPITAL BUDGET REQUEST
FY 2016
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Lewis-Clark State College

AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: Northern Idaho Collaborative Education Facility

CONTACT PERSON: Chet Herbst

TELEPHONE: (208) 792-2240

PROJECT JUSTIFICATION:

- (A) **Concisely describe what the project is.** The NICEF will be an approximately 20,000 square foot facility, configured to facilitate expansion in future phases, which will support LCSC, NIC, and UI programs on the NIC campus in Coeur d'Alene (CdA). The facility will provide shared classrooms, offices, and common service areas to support students from all three institutions. This is a joint request by LCSC, UI, and NIC, carrying forward preliminary design work on the joint facility which was initiated under UI Project #09-254. The estimated \$6,000,000 cost of this project would be covered by \$2,000,000 in Agency funds and \$4,000,000 in PBF dollars. NIC has already made substantial investments using Agency funds to prepare the site on which the joint NICEF structure will be located.

- (B) **What is the existing program and how will it be improved?** LCSC programs in CdA (serving approximately 500 students) are being delivered from leased space in Harbor Center (a converted restaurant located north of the NIC campus) and from leased classrooms above the NIC library. Instruction and student support service delivery is fragmented. Student services are delivered at multiple, separate locations, including some locations remote from the center of student activity on the NIC campus. The proposed joint facility will enable the three institutions to pool resources efficiently and provide "one stop" service to LCSC, UI, and NIC students, with consolidated staff support in a single, optimal location. The joint facility will accommodate LCSC's growing enrollment in the region in a collaborative facility which will support community college, baccalaureate, and graduate training throughout Northern Idaho.

- (C) **What will be the impact on your operating budget?** Consolidation of services within the proposed joint facility will create economies of scale to more efficiently support instruction. Approval of the joint project would obviate the need for separate facilities in the area for LCSC, UI, and NIC, which, if pursued separately, would have combined costs far in excess of the cost of the proposed joint facility.

DPW 1.0 4/14

(D) **What are the consequences if this project is not funded?** The existing, temporary facilities for LCSC students in CdA cannot continue to meet the growing demand for student programs in the area. Without new infrastructure, access to higher education in the area would have to be capped or curtailed. This collaborative joint project—the first of its type among the three participating institutions—would be a highly effective and efficient use of Permanent Building Fund (as well as Agency) dollars, avoiding expenditures for separate, duplicative facilities.

ESTIMATED BUDGET: [See University of Idaho PBF request for joint facility budget]	FUNDING:
Land \$	PBF \$
A/E fees	General Account
Construction	Agency Funds
5% Contingency	Federal Funds
F F & E	Other
Other	Total \$
Total \$	

Agency Head Signature: Chet Herlitz

Date: 6-27-14

AGENCY: Lewis-Clark State College

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Spalding Hall (SPH) upgrade

CONTACT PERSON: Chet Herbst

TELEPHONE: (208) 792-2240

PROJECT JUSTIFICATION:

- (A) **Concisely describe what the project is.** This project would upgrade classroom, conference, and office spaces in Spalding Hall. Upgrades would include energy-efficient windows and doors, improved lighting, flooring repairs, re-carpeting, and HVAC and electrical improvements.
- (B) **What is the existing program and how will it be improved?** Spalding Hall supports the faculty, staff, and students of three LCSC instructional divisions: Education and Kinesiology, Humanities, and Social Sciences. The offices of the Dean of Academic Programs are also located within the building. The 20,000 square foot facility was built in 1924 and has not been remodeled since 1977, when localized repairs were necessary after a fire in the basement. The roof of the building was previously replaced through a separate DPW project (#13-151). Under the proposed project for FY2016, installation of energy-efficient windows and doors, hanging ceilings, carpet replacement, whiteboards, projection equipment, HVAC, and electrical/lighting improvements will restore this antiquated, inefficient building so that it can adequately support academic operations.
- (C) **What will be the impact on your operating budget?** Upgrade of the facility will increase energy efficiency and support increased productivity for the users of the building. The proposed upgrades should not result in increased ongoing operating costs for the facility.
- (D) **What are the consequences if this project is not funded?** The modest improvements proposed as part of this project would enable the College to provide a safe and efficient environment for students and staff while avoiding the costs which would be incurred if the facility were to be demolished and replaced with a new fully-functional building.

[Spalding Hall upgrade, continued.]

ESTIMATED BUDGET:		FUNDING:	
Land	\$0	PBF	\$1,000,000
A/E fees	\$65,000	General Account	\$0
Construction	\$1,120,000	Agency Funds	\$300,000
5% Contingency	\$65,000	Federal Funds	\$0
F F & E	\$50,000	Other	\$0
Other	\$0		
Total	\$1,300,000	Total	\$1,300,000

Agency Head Signature: Chit Heilit

Date: 6-27-14

CAPITAL BUDGET REQUEST FY 2016

Capital Improvement Project Description
(New Buildings, Additions or Major Renovations)

AGENCY: **North Idaho College**

AGENCY PROJECT PRIORITY: **1**

PROJECT DESCRIPTION/LOCATION: **North Idaho Collaborative Education Facility**

CONTACT PERSON: Sarah Garcia

TELEPHONE: 208-769-3340

PROJECT JUSTIFICATION:

- (A) Concisely describe what the project is. The NICEF will be an approximately 20,000 sq. ft. facility, configured to facilitate expansion in future phases, which will support NIC, LCSC and UI programs on the NIC campus in Coeur d'Alene (Cd'A). The facility will provide shared classrooms, offices, and common service areas to support students from all three institutions. This is a joint request by NIC, LCSC, and UI, carrying forward preliminary design work on the joint facility which was initiated under UI Project #09-254. The estimated \$6,000,000 cost of this project would be covered by \$2,000,000 in Agency funds and \$4,000,000 in PBF dollars. NIC has already made substantial investments using Agency funds to prepare the site on which the joint NICEF structure will be located.
- (B) What is the existing program and how will it be improved? The joint facility will enable the three institutions to pool resources efficiently and provide "one stop" service to LCSC, UI, and NIC students, with consolidated staff support in a single, optimal location. The joint facility will accommodate LCSC's growing enrollment in the region in a collaborative facility which will support community college, baccalaureate, and graduate training throughout Northern Idaho.
- (C) What will be the impact on your operating budget? Consolidation of services within the proposed joint facility will create economies of scale to more efficiently support instruction. Approval of the joint project would obviate the need for separate facilities in the area for LCSC, UI and NIC, which, if pursued separately, would have combined costs far in excess of the cost of the proposed joint facility.
- (D) What are the consequences if this project is not funded? Without new infrastructure, access to higher education in the area would have to be capped or curtailed. This collaborative joint project – the first of its type among the three participating institutions – would be a highly effective and efficient use of the Permanent Building Fund (as well as Agency) dollars, avoiding expenditures for separate, duplicative facilities.

<p>ESTIMATED BUDGET: (See UI PBF request)</p> <p>Land</p> <p>A/E fees</p> <p>Construction</p> <p>5% Contingency</p> <p>F F & E</p> <p>Other</p> <p>Total</p>	<p>FUNDING:</p> <p>PBF \$</p> <p>General Account</p> <p>Agency Funds</p> <p>Federal Funds</p> <p>Other</p> <p>Total \$</p>
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Agency Head Signature: 

Date: 07/02/14

CAPITAL BUDGET REQUEST FY 2016

Capital Improvement Project Description
(New Buildings, Additions or Major Renovations)

AGENCY: North Idaho College	AGENCY PROJECT PRIORITY: 2
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PROJECT DESCRIPTION/LOCATION: Professional Technical Building
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CONTACT PERSON: Sarah Garcia	TELEPHONE: 208-769-3340
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<p>PROJECT JUSTIFICATION:</p> <p>(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.</p> <p>(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.</p> <p>(C) What will be the impact on your operating budget? Would increase in the areas of staffing, utilities and maintenance costs.</p> <p>(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.</p>
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<p>ESTIMATED BUDGET:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Land</td><td></td></tr> <tr><td>A/E fees</td><td style="text-align: right;">960,000</td></tr> <tr><td>Construction</td><td style="text-align: right;">9,600,000</td></tr> <tr><td>5% Contingency</td><td style="text-align: right;">480,000</td></tr> <tr><td>F F & E</td><td style="text-align: right;">960,000</td></tr> <tr><td>Other</td><td></td></tr> <tr><td>Total</td><td style="text-align: right;">\$12,000,000</td></tr> </table>	Land		A/E fees	960,000	Construction	9,600,000	5% Contingency	480,000	F F & E	960,000	Other		Total	\$12,000,000	<p>FUNDING:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>PBF</td><td style="text-align: right;">\$12,000,000</td></tr> <tr><td>General Account</td><td></td></tr> <tr><td>Agency Funds</td><td></td></tr> <tr><td>Federal Funds</td><td></td></tr> <tr><td>Other</td><td></td></tr> <tr><td>Total</td><td style="text-align: right;">\$12,000,000</td></tr> </table>	PBF	\$12,000,000	General Account		Agency Funds		Federal Funds		Other		Total	\$12,000,000
Land																											
A/E fees	960,000																										
Construction	9,600,000																										
5% Contingency	480,000																										
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Other																											
Total	\$12,000,000																										
PBF	\$12,000,000																										
General Account																											
Agency Funds																											
Federal Funds																											
Other																											
Total	\$12,000,000																										

Agency Head Signature: 

Date: 7/2/14

**CAPITAL BUDGET REQUEST
FY 2016
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: College of Western Idaho **AGENCY PROJECT PRIORITY:** 1

PROJECT DESCRIPTION/LOCATION: Health Sciences Building / Nampa Campus

CONTACT PERSON: Craig Brown **TELEPHONE:** 562-3279

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.
New 80,072 square ft. health sciences building. Existing CWI programs to be housed in this building 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 a future State Board of Education and Governor/Legislative process, but will be prepared to use existing tuition revenue to maintain the new facility, if needed.

(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	\$ 0	PBF	\$ 34,840,000
A/E fees	\$ 2,680,000	General Account	\$ 0
Construction	\$ 26,800,000	Agency Funds	\$ 0
5% Contingency	\$ 1,340,000	Federal Funds	\$ 0
F F & E	\$ 4,020,000	Other	\$ 0
Other	\$ 0		
Total	\$ 34,840,000	Total	\$ 34,840,000

Agency Head Signature: *Bertin J. Glendon*
Date: 6/25/14

**CAPITAL BUDGET REQUEST
FY 2016
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: College of Western Idaho

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Student Center Building / Nampa Campus

CONTACT PERSON: Craig Brown

TELEPHONE: 562-3279

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

The Student Center Building will be located on the CWI Nampa campus and will establish a campus core focal point as outlined in the campus master plan. Completed programming reflects a 160K sf. building that includes key services and functions including; Student Services and Resource Center, Library/ Learning Commons, Food Service, Culinary Arts Center, Retail Services including Bookstore and Conference/ Commons spaces.

(B) What is the existing program and how will it be improved?

The Nampa campus currently lacks services and programs which are needed to serve a rapidly growing student population. The existing library and bookstore are not on campus and are undersized for the student population served. The Culinary Arts program is currently located on the BSU campus and would be relocated and expanded to support food service and convention center activities.

(C) What will be the impact on your operating budget?

Additional operating costs will be incurred related to utilities and maintenance. Some costs will be offset through relocation of some services and programs including the Culinary Arts program from BSU which will eliminate rent. Additionally, some revenue would be generated to support operations of the facility through retail and convention services.

(D) What are the consequences if this project is not funded?

A Dormitory Commission has been established and will provide a portion of funding as reflected under Agency Funds. If the balance is not funded, additional student fee funding may have to occur and it is likely the timing of the project would be delayed. The project scope would be impacted and might include not providing some services. Additionally, relocating the Culinary Arts program from BSU would not occur as planned.

ESTIMATED BUDGET:			FUNDING:		
Land	\$	0	PBF	\$	21,000,000
A/E fees	\$	3,600,000	General Account	\$	0
Construction	\$	36,000,000	Agency Funds	\$	24,000,000
5% Contingency	\$	1,800,000	Federal Funds	\$	0
F F & E	\$	3,600,000	Other	\$	0
Other	\$	0			
Total	\$	<u>45,000,000</u>	Total	\$	<u>45,000,000</u>

Agency Head Signature: Bertin J. Glendon
Date: 6/25/14

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

**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. Since Fall 2007, the APR has been calculated based on four years of data. The most current year's data is added and the oldest year is removed to create a four-year rolling rate. The benchmark minimum score for each sport is 930.

IMPACT

Contemporaneous financial aid penalties can be applied if an athletic team's APR score is below 930. Teams that fall under the contemporaneous penalties risk the loss of future scholarships.

This is the eighth year institutions will be subject to historically based penalties. In the first stage of that structure, teams with APRs below 900 receive a public warning. If those same teams continue to fall below the 900 cut score, 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, culminating in banning teams from postseason play.

ATTACHMENTS

Institution narrative and NCAA 2012 – 2013 Academic Progress Rates	
Boise State University APR Report	Page 3
Idaho State University APR Report	Page 9
University of Idaho APR Report	Page 15

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

STAFF COMMENTS AND RECOMMENDATIONS

Each institution provided a statement regarding APR and how the NCAA requirement affects the institution. Following the statement from each institution are the NCAA APR sheets for all sports at that institution.

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 14, 2014**

Boise State University

Spring 2014 NCAA Academic Progress Rate (APR) Report Summary

Spring 2014 NCAA Academic Progress Rate (APR) Report Summary

Nine Boise State athletic teams posted perfect single-year Academic Progress Rate (APR) scores, and four Bronco programs ranked at the top of the Mountain West (MW) in multi-year scores in the most recent release by the NCAA.

The Boise State men's cross country, men's golf, men's tennis, softball, soccer, swimming and diving, volleyball, women's golf and women's tennis programs each recorded perfect single-year scores of 1,000 for the 2012-13 year.

For men's cross country, volleyball and women's golf, this marks the third-straight year the programs have achieved perfect scores. Men's tennis, softball, soccer and women's tennis have recorded perfect scores in each of the last two years.

The Broncos' swimming and diving program (991) led the MW, while the football (988), softball (983) and women's golf (1,000) teams tied for the league high. Additionally, the football team ranked tied for fourth-nationally, and the women's golf team ranked tied for first-nationally.

Boise State's football and women's golf teams each earned Public Recognition Awards for having multi-year APR scores in the top-10 percent of their respective sports nationally. The football team is one of only five programs nationally to receive a Public Recognition Award in each of the last four years (Clemson, Duke, Northwestern and Rutgers). The award was the first for the Broncos' women's golf team.

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: Boise State University

Date of Report: 05/06/2014

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2009-10, 2010-11, 2011-12 and 2012-13 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. National aggregates are based on all squads that have certified their academic data as final.

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (297)	NA	NA	NA	NA	967	962	978	971	967	964
Basketball (346)	941	962	20th-30th	1st-10th	957	952	968	961	955	954
Cross Country (312)	981	1000	40th-50th	40th-50th	977	972	986	981	975	974
Football (244)	988	980	90th-100th	60th-70th	951	947	964	957	947	882

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: Boise State University

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I (Non-Football)
Fencing (18)	NA	NA	NA	NA	980	970	985	979		980	984
Golf (299)	946	1000	10th-20th	10th-20th	975	971	983	983		972	969
Gymnastics (16)	NA	NA	NA	NA	981	981	989	983		986	951
Ice Hockey (59)	NA	NA	NA	NA	984	979	989	985		992	981
Lacrosse (63)	NA	NA	NA	NA	975	969	978	980		974	973
Skiing (11)	NA	NA	NA	NA	978	972	987	987		985	957
Soccer (203)	NA	NA	NA	NA	970	964	975	969		973	968
Swimming (134)	NA	NA	NA	NA	977	971	986	978		975	978
Tennis (261)	947	1000	10th-20th	10th-20th	977	974	983	980		974	978
Track, Indoor (256)	962	929	30th-40th	20th-30th	967	961	981	969		966	967
Track, Outdoor (279)	962	946	30th-40th	20th-30th	969	964	982	971		969	969
Volleyball (22)	NA	NA	NA	NA	981	977	985	979		986	980
Water Polo (22)	NA	NA	NA	NA	983	978	986	989		988	976
Wrestling (77)	961	944	40th-50th	20th-30th	962	958	973	967		960	956

By Sport - Women's

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: Boise State University

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I (Non-Football)
Basketball (344)	964	927	20th-30th	20th-30th	973	968	983	973		974	973
Bowling (34)	NA	NA	NA	NA	971	969	976	991		964	980
Cross Country (342)	941	967	1st-10th	1st-10th	985	982	991	985		984	984
Fencing (22)	NA	NA	NA	NA	987	980	990	983		992	986
Field Hockey (79)	NA	NA	NA	NA	988	985	990	986		991	984
Golf (261)	1000	1000	90th-100th	90th-100th	985	983	991	989		983	981
Gymnastics (61)	971	981	1st-10th	30th-40th	990	991	990	991		992	985
Ice Hockey (35)	NA	NA	NA	NA	990	987	991	990		992	989
Lacrosse (100)	NA	NA	NA	NA	986	981	989	990		987	982
Rowing (88)	NA	NA	NA	NA	988	986	989	986		991	985
Skiing (12)	NA	NA	NA	NA	990	988	993	983		993	995
Soccer (322)	991	1000	70th-80th	70th-80th	982	980	987	984		981	982
Softball (290)	983	1000	40th-50th	50th-60th	980	976	988	983		977	979
Swimming (196)	991	1000	50th-60th	70th-80th	987	985	990	988		986	987
Tennis (321)	990	1000	50th-60th	70th-80th	983	980	988	985		980	984

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: Boise State University

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Track, Indoor (316)	957	953	10th-20th	10th-20th	978	974	988	979	977	979
Track, Outdoor (324)	975	952	30th-40th	40th-50th	980	975	989	980	978	981
Volleyball (329)	994	1000	60th-70th	80th-90th	982	978	991	984	979	983
Water Polo (33)	NA	NA	NA	NA	983	976	991	987	983	983
By Sport - Co-Ed										
Rifle (22)	NA	NA	NA	NA	976	977	964	982	963	NA

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Idaho State University
Spring 2014 NCAA Academic Progress Rate (APR) Report Summary

The 2012-13 one year score for the whole department was the second highest ever at 963. The 963 score was down 20 points from the 2011-12 score of 983. The one year Eligibility score was the second highest ever for the department with a score of 972 (record is 974 in 2011-12 school year) and the one year Retention score was the second highest ever for the department with a score of 964 (record is 965 in 2011-12 school year).

The 2012-13 four-year average for the whole department was the highest ever at 963 up from last year's record of 950.

- 6 of ISU's 15 teams scored a perfect 1000
 - Women's Golf had their fourth perfect 1000 single-year score in the last 4 years and their 5th in the last 6 years. This propelled their four-year average up to a 1000.
 - Men's Basketball had their highest score ever and a perfect 1000 for the first time ever.
 - Women's Cross Country (WCC) had their 4th 1000 in the history of APR and the second in 4 years. With the bonus point earned, WCC actually had a one year score of 1016.
 - Softball had their highest score ever and a perfect 1000 for the first time ever. This score propelled them above a 930 for the four year score for the first time ever
 - Women's Soccer had their highest score ever and a perfect 1000 for the first time ever. The four year score of 981 is the highest ever for women's soccer.
 - Women's Tennis had their 4th 1000 in history which propelled them to the highest four year score in their history at 972.
- Football had a one year score of 975 (the 2nd highest ever for Football) and saw their 4 year score go above 930 for the first time ever. The four year score for football is now a 941 which is a record for Football.
- Women's Basketball had their second highest single year score ever at a 983 which propelled their four year score to a record 976.
- Both Women's Indoor and Outdoor track had their highest one year scores at 994 for both. This beat their previous records of 992 in the 2006-07 school year. The four year score for Women's Indoor Track is the highest ever at 972 while the four year score for Women's Outdoor Track is also the highest ever at 975.
- Of the teams on the ISU campus, only Men's Basketball (918) has 4 year scores below the 930 mark. All teams at Idaho State are above the 900 score mark.
- 8 teams made 1 year improvements from the year before (Men's Basketball, Men's Tennis, Women's Cross Country, Softball, Soccer, Women's Tennis, Women's Track Indoor and Women's Track Outdoor)

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

- 11 Teams Made 4 year improvements from the year before. (Men's Basketball, Football, Women's Basketball, Women's Cross Country, Women's Golf, Women's Soccer, Softball, Women's Tennis, Women's Track Indoor, Women's Track Outdoor, Volleyball)
- 6 teams saw a decrease in their 1 year scores (Men's Cross Country, Football, Men's Track Indoor, Men's Track Outdoor, Women's Basketball, Volleyball)
- 4 teams saw a decrease in their 4 year scores (Men's Cross Country, Men's Tennis, Men's Track Indoor, Men's Track Outdoor)

2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: Idaho State University

Date of Report: 05/06/2014

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2009-10, 2010-11, 2011-12 and 2012-13 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. National aggregates are based on all squads that have certified their academic data as final.

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football - Bowl Subdivision	Football - Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (297)	NA	NA	NA	NA	967	962	978	971	967	964
Basketball (346)	918	1000	1st-10th	1st-10th	957	952	968	961	955	954
Cross Country (312)	965	913	20th-30th	20th-30th	977	972	986	981	975	974
Football (244)	941	975	30th-40th	1st-10th	951	947	964	957	947	882

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: Idaho State University

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Fencing (18)	NA	NA	NA	NA	980	970	985	979	980	984
Golf (299)	NA	NA	NA	NA	975	971	983	983	972	969
Gymnastics (16)	NA	NA	NA	NA	981	981	989	983	986	951
Ice Hockey (59)	NA	NA	NA	NA	984	979	989	985	992	981
Lacrosse (63)	NA	NA	NA	NA	975	969	978	980	974	973
Skiing (11)	NA	NA	NA	NA	978	972	987	987	985	957
Soccer (203)	NA	NA	NA	NA	970	964	975	969	973	968
Swimming (134)	NA	NA	NA	NA	977	971	986	978	975	978
Tennis (261)	933	935	1st-10th	1st-10th	977	974	983	980	974	978
Track, Indoor (256)	963	906	30th-40th	20th-30th	967	961	981	969	966	967
Track, Outdoor (279)	964	915	40th-50th	20th-30th	969	964	982	971	969	969
Volleyball (22)	NA	NA	NA	NA	981	977	985	979	986	980
Water Polo (22)	NA	NA	NA	NA	983	978	986	989	988	976
Wrestling (77)	NA	NA	NA	NA	962	958	973	967	960	956
By Sport - Women's										

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: Idaho State University

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Basketball (344)	976	983	40th-50th	40th-50th	973	968	983	973	974	973
Bowling (34)	NA	NA	NA	NA	971	969	976	991	964	980
Cross Country (342)	970	1000	10th-20th	30th-40th	985	982	991	985	984	984
Fencing (22)	NA	NA	NA	NA	987	980	990	983	992	986
Field Hockey (79)	NA	NA	NA	NA	988	985	990	986	991	984
Golf (261)	1000	1000	90th-100th	90th-100th	985	983	991	989	983	981
Gymnastics (61)	NA	NA	NA	NA	990	991	990	991	992	985
Ice Hockey (35)	NA	NA	NA	NA	990	987	991	990	992	989
Lacrosse (100)	NA	NA	NA	NA	986	981	989	990	987	982
Rowing (88)	NA	NA	NA	NA	988	986	989	986	991	985
Skiing (12)	NA	NA	NA	NA	990	988	993	983	993	995
Soccer (322)	981	1000	30th-40th	40th-50th	982	980	987	984	981	982
Softball (290)	971	1000	20th-30th	30th-40th	980	976	988	983	977	979
Swimming (196)	NA	NA	NA	NA	987	985	990	988	986	987
Tennis (321)	972	1000	20th-30th	30th-40th	983	980	988	985	980	984

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: Idaho State University

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football - Bowl Subdivision	Football - Championship Subdivision	Division I (Non-Football)
Track, Indoor (316)	972	994	30th-40th	30th-40th	978	974	988	979	977	979
Track, Outdoor (324)	975	994	30th-40th	30th-40th	980	975	989	980	978	981
Volleyball (329)	990	962	50th-60th	60th-70th	982	978	991	984	979	983
Water Polo (33)	NA	NA	NA	NA	983	976	991	987	983	983
By Sport - Co-Ed										
Rifle (22)	NA	NA	NA	NA	976	977	964	982	963	NA

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University of Idaho

Spring 2014 NCAA Academic Progress Rate (APR) Report Summary

The University of Idaho sponsors 16 NCAA sports and of those, 14 currently maintain a 4-year average of at least 940. Football and Men's Golf are the only sports below 940. Football has a 901 four-year average which is an 18-point decrease from the prior four-year average. Men's Golf has a four-year average of 930. That number has increased 14 points from the previous four-year average.

- Idaho's average APR score, by sport, is 958.73. That is a decrease of 2.58 points compared to the prior four-year average.
- The decrease in the Football APR score was the result of losing a score in the 900+ range from 2008-09 which was replaced with an 800+ score in 2012-13. The drop in scores was a combination of lost retention points associated with a coaching staff change. The coaching staff also chose to remove several athletes for disciplinary reasons or who were not performing academically. The administration supported these decisions. Coach Petrino is recruiting quality students and is dedicated to the academic success of his student-athletes. He is working diligently along with Athletic Academic Services to develop stronger study skills and encourage better academic performance. The team is projected to attain a 960 single year APR for 2013-14.

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: University of Idaho

Date of Report: 05/06/2014

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2009-10, 2010-11, 2011-12 and 2012-13 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. National aggregates are based on all squads that have certified their academic data as final.

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (297)	NA	NA	NA	NA	967	962	978	971	967	964
Basketball (346)	944	1000	20th-30th	1st-10th	957	952	968	961	955	954
Cross Country (312)	940	875	1st-10th	1st-10th	977	972	986	981	975	974
Football (244)	901	838	1st-10th	1st-10th	951	947	964	957	947	882

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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 930 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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⁶ Denotes APR based on a one year cohort, not subject to ineligibility for postseason competition and/or any penalties.

⁷ Denotes APR based on a two year cohort, not subject to ineligibility for postseason competition and/or any penalties.

⁸ Denotes that team is not subject to ineligibility for postseason competition and/or penalties based on institutional resources.

⁹ Denotes that APR is based on a one year review.

¹⁰ Denotes that APR is based on a two year review.

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Institution: University of Idaho

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Fencing (18)	NA	NA	NA	NA	980	970	985	979	980	984
Golf (299)	930	946	1st-10th	1st-10th	975	971	983	983	972	969
Gymnastics (16)	NA	NA	NA	NA	981	981	989	983	986	951
Ice Hockey (59)	NA	NA	NA	NA	984	979	989	985	992	981
Lacrosse (63)	NA	NA	NA	NA	975	969	978	980	974	973
Skiing (11)	NA	NA	NA	NA	978	972	987	987	985	957
Soccer (203)	NA	NA	NA	NA	970	964	975	969	973	968
Swimming (134)	NA	NA	NA	NA	977	971	986	978	975	978
Tennis (261)	959	941	10th-20th	10th-20th	977	974	983	980	974	978
Track, Indoor (256)	962	933	30th-40th	20th-30th	967	961	981	969	966	967
Track, Outdoor (279)	957	929	20th-30th	10th-20th	969	964	982	971	969	969
Volleyball (22)	NA	NA	NA	NA	981	977	985	979	986	980
Water Polo (22)	NA	NA	NA	NA	983	978	986	989	988	976
Wrestling (77)	NA	NA	NA	NA	962	958	973	967	960	956

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: University of Idaho

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	Public Institutions	Private Institutions	Football Subdivision	Bowl	Football Championship Subdivision	Division I (Non-Football)
By Sport - Women's											
Basketball (344)	938	929	1st-10th	1st-10th	973	968	983	973		974	973
Bowling (34)	NA	NA	NA	NA	971	969	976	991		964	980
Cross Country (342)	971	933	10th-20th	30th-40th	985	982	991	985		984	984
Fencing (22)	NA	NA	NA	NA	987	980	990	983		992	986
Field Hockey (79)	NA	NA	NA	NA	988	985	990	986		991	984
Golf (261)	984	1000	30th-40th	50th-60th	985	983	991	989		983	981
Gymnastics (61)	NA	NA	NA	NA	990	991	990	991		992	985
Ice Hockey (35)	NA	NA	NA	NA	990	987	991	990		992	989
Lacrosse (100)	NA	NA	NA	NA	986	981	989	990		987	982
Rowing (88)	NA	NA	NA	NA	988	986	989	986		991	985
Skiing (12)	NA	NA	NA	NA	990	988	993	983		993	995
Soccer (322)	982	989	40th-50th	50th-60th	982	980	987	984		981	982
Softball (290)	NA	NA	NA	NA	980	976	988	983		977	979
Swimming (196)	966	963	1st-10th	20th-30th	987	985	990	988		986	987

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2012 - 2013 NCAA Division I Academic Progress Rate Public Report

Institution: University of Idaho

Date of Report: 05/06/2014

Sport (N)	Multiyear APR	2012-2013 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)
Tennis (321)	960	933	10th-20th	20th-30th	983	980	988	985	980	984
Track, Indoor (316)	959	940	10th-20th	20th-30th	978	974	988	979	977	979
Track, Outdoor (324)	959	940	10th-20th	20th-30th	980	975	989	980	978	981
Volleyball (329)	970	926	10th-20th	30th-40th	982	978	991	984	979	983
Water Polo (33)	NA	NA	NA	NA	983	976	991	987	983	983
By Sport - Co-Ed										
Rifle (22)	NA	NA	NA	NA	976	977	964	982	963	NA

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2012 - 2013 NCAA Division I Academic Progress Rate Penalty Summary

Institution: University of Idaho

Date of Report: 05/06/2014

This report is based on data submitted by the institution for the 2009-10, 2010-11, 2011-12 and 2012-13 academic years.

Access to Postseason Competition for the 2014 - 2015 Academic Year

The following teams at your institution are ineligible for postseason competition.

Football

Summary of Penalties for the 2014 - 2015 Academic Year

This report provides a summary of the teams identified at your institution that are subject to Level One, Level Two or Level Three penalties. The penalty structure has a cumulative effect that continues to apply each year as a team progresses through the structure. Each year a team fails to meet the APP requirements, another level of penalties will be added.

Sport	Multiyear APR	Penalty Level	Penalty - Level One	Penalty - Level Two	Penalty - Level Three
Football	901	Level One	In-season: Limited to 5 days and 16 hours of countable activity per week.		

¹ Specific information on the playing and practice season penalty may be located in the APP General Summary document located on the Reports tab within the APP data collection portal.

² The team is also subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.

³ Denotes that team is not subject to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

⁴ Denotes that team is not subject to ineligibility for postseason competition due to the team's demonstrated academic improvement.

⁵ The team's Level One penalty has been waived.

⁶ The team's Level Two penalty has been waived.

⁸ The team is subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.

⁹ The team's Postseason ineligibility has been waived.

¹⁰ The team's penalty waiver request is pending.

¹¹ Denotes that team's APR data is under review.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

SUBJECT

Board policy V.E. – Gifts & Affiliated Foundations – first reading

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

Several universities are developing proposals for research foundations. However, “technology transfer organizations” are specifically excluded from Board policy V.E. on governance and formation of affiliated foundations. As such, there is no extant Board policy governing research and/or technology transfer affiliated entities. Board staff, in consultation with institution counsel, has determined that Board policy V.E. can simply be amended to facilitate the inclusion of research foundations and technology transfer organizations under the existing policy on foundations.

IMPACT

The requirement for a Board-approved foundation operating agreement under current policy would apply to research and technology transfer foundations, including review and re-approval of said agreements every three years.

ATTACHMENTS

Attachment 1 – Board policy V.E. – first reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board staff provided the institutions’ general counsel and vice president for research ample opportunity to review and comment on the proposed amendments. The consensus is that using the existing framework for governance of affiliated foundations is the most straightforward approach. This will provide the Board with the appropriate level of oversight while providing the institutions flexibility to develop research or tech transfer foundations to meet their own unique needs.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy V.E. Gifts & Affiliated Foundations, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes ___ No ___

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1. Purpose of the Policy

- a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in every way possible with the work and mission of recognized affiliated foundations.
- b. The Board recognizes that foundations:
 - i. Provide an opportunity for private individuals and organizations to contribute to the institutions and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions and agencies;
 - ii. Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;
 - iii. Provide an instrument through which alumni and community leaders can help strengthen the institutions and agencies through participation in the solicitation, management, and distribution of private gifts; and
 - iv. Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.
- c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions and agencies under the Board's governance, adopts this policy with the following objectives:

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- i. To preserve and encourage the operation of recognized foundations associated with the institutions and agencies under the Board's governance; and
- ii. To ensure that the institutions and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.

2. Institutional Foundations

The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board. ~~Technology transfer organizations, including the Idaho Research Foundation, are not subject to this policy.~~ For application of this policy to affiliated research foundations and technology transfer organizations, including the Idaho Research Foundation, see paragraph 6 below.

a. Board Recognition of Affiliated Foundations

- i. The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.
- ~~ii. Upon the effective date of this policy, the institution chief executive officer shall provide a list of current affiliated foundations and an implementation plan to bring each foundation before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho, for one or more of the purposes previously described in this policy. Each foundation shall be brought into substantial conformance~~

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~~with these policies and, upon so doing; the institution shall provide prompt notice to the Board in order that the Board may recognize the affiliated foundation. Upon recognition by the Board, the organization of the nonprofit corporation or foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. Likewise, any new foundations established subsequent to implementation of this policy must be brought to the Board for formal recognition before such foundation begins operations.~~

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

- i. All private support of an institution not provided directly to such institution shall be through a recognized affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to affiliated foundations.
- ii. Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.
- iii. The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.
- iv. It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.
- v. Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be transferred from an institution to a foundation without prior Board approval when:
 - 1) A donor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended

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

- 2) The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.
- vi. Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding direct or indirect conflicts of interest between the institution and the affiliated foundation and those with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.
- vii. Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.
- viii. Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.
- ix. Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.
- x. The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.

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- xi. A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.
- xii. Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions and regulations and all other applicable policies and guidelines.
- xiii. Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.
- xiv. Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.
- xv. Foundations shall make clear to prospective donors that:
 - 1) The foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the institution; and
 - 2) Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in the foundation's governing board.
- xvi. Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be

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through the institution's chief executive officer in executive session pursuant to Idaho Code 67-2345 (1) (c).

c. Foundation Operating Agreements

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

i. Institution Resources and Services.

- 1) Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.
- 2) Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:
 - a) Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation shall comply with the institution's financial and administrative policies and procedures manuals);

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- b) Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;
 - c) Investment, management, insurance, benefits administration, and similar services; and
 - d) Development services, encompassing research, information systems, donor records, communications, and special events.
- 3) Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so, the details of such arrangements.
- 4) Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.
- ii. Management and Operation of Foundations.
- 1) Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.
 - 2) Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).
 - 3) The liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.
 - 4) Description of the investment policies to be utilized by the foundation, which shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the

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foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.

- 5) Procedures that will be utilized to ensure that institution and foundation funds are kept separate.
- 6) Detailed description of the organization structure of the foundation, which addresses conflict of interest in management of funds and any foundation data.

iii. Foundation Relationships with the Institutions

- 1) The institution's ability to access foundation books and records.
- 2) The process by which the institution chief executive officer, or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
- 3) Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with normal practice. Employees shall not receive any payments or other benefits directly from the foundations.

iv. Audits and Reporting Requirements.

- 1) The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.
- 2) The procedure foundations will use for reporting to the institution chief executive officer the following items:
 - a) Regular financial audit report;
 - b) Annual report of transfers made to the institution, summarized by department;

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- c) Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
 - d) A list of foundation officers, directors, and employees;
 - e) A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
 - f) A list of all state and federal contracts and grants managed by the foundation; and
 - g) An annual report of the foundation's major activities;
 - h) An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the institution; and
 - i) An annual report of any actual litigation involving the foundation during its fiscal year, as well as legal counsel used by the foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the foundation.
- v. Conflict of Interest and Code of Ethics and Conduct.

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

3. Foundations for Other Agencies

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

4. Idaho Educational Public Broadcasting System Foundations and Friends Groups

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

- a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel 10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

5. Acceptance of Direct Gifts

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of

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

6. Affiliated Research Foundations and Technology Transfer Organization for Institutions of Higher Education

The Board wishes to encourage research and technology transfer and the corresponding economic development potential for the state of Idaho. The Board acknowledges that independent, affiliated foundations operating to support an institution's research and technology transfer efforts can be useful tools to provide institutions with avenues for engagement with the private sector as well as with public and private entities interested in funding research, funding technology transfer and promoting spin-off enterprises arising from institutional intellectual property. Such affiliated foundations should operate substantially within the framework for philanthropic affiliated foundations set out in paragraph 1 and 2 of this policy, with such variances as are reasonable based on the nature of the anticipated function of the specific foundation.

- a. The public college and universities may affiliate with non-profit entities which generally meet the criteria set forth in paragraph 2.b. of this policy and which operate for the purpose of supporting the research and technology transfer efforts of one or more of the institutions.
- b. Research and Technology Transfer Foundation Operating Agreements. The requirement of a foundation operating agreement under paragraph 2.c. of this policy shall also apply to foundations supporting research and technology transfer. Institutions proposing to affiliate with a particular foundation may propose reasonable variances from specific requirements under paragraph 2.c. based upon the anticipated function of the foundation, provided that any such variances are specifically identified by the institution in materials presented to the Board when requesting approval of the foundation.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

SUBJECT

Board policy V.T. – Fee Waivers – second reading

REFERENCE

June 2014

Idaho State Board of Education (Board) approved first reading of Policy V.T.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.T. and V.R.

Idaho Code § 33-3717C

BACKGROUND / DISCUSSION

Staff and the institutions have developed a report showing all fee waivers and discounts which lists the Board policy section associated with each waiver or discount listed. As noted in the report, however, some of the “waivers” do not have specific Board authority. Idaho Code only authorizes the Board to grant a full or partial waiver of tuition or fees for nonresident students. Three of the “waivers” listed in the report are for the benefit of resident students and therefore are not allowed under law.

The proposed amendment to Board policy allows for institutions to request Board approval to enter into contracts or agreements to offer courses at a discounted special fee rate.

IMPACT

For FY 2013, the cumulative dollar value of all waivers and discounts for all four institutions was over \$58 million. The dollar value of the three “waivers” in question was \$208,925. The immediate fiscal impact of the policy amendment is neutral because the amendment clarifies and codifies current practice with respect to the three fee discounts.

ATTACHMENTS

Attachment 1 – Board policy V.T. – second reading

Page 3

Attachment 2 – Waivers & Discounts Report – FY 2013

Page 5

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 V.T. Fee Waivers, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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ATTACHMENT 1

1. Purpose and Authority for Fee/Tuition Waivers

a. Definition

A fee/tuition waiver shall mean a reduction of some or all of the approved fees/tuition specified in Section V, Subsection R, attributable to a particular student as the cost for attending an Idaho institution of higher education.

b. Purpose

The purpose in authorizing fee/tuition waivers includes but is not limited to the achievement of the following strategic objectives:

- i. The enhancement of education opportunities for Idaho residents;
- ii. To promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;
- iii. To contribute to the quality of educational programs; and
- iv. To assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions of higher education.

c. Authority

An institution shall not waive any of the applicable fees/tuition specified in Section V, Subsection R., unless specifically authorized in this subsection. Special fees are not defined as a fee waiver. Employee/Spouse/Dependent, Senior Citizen, In-Service Teacher Education, and Workforce Training Credit fees as authorized pursuant to Board policy V.R. do not constitute waivers.

2. Waiver of Nonresident Fees/Tuition

Nonresident fees/tuition may be waived for the following categories:

a. Graduate/Instructional Assistants

Waivers are authorized for students employed as graduate assistants appointed pursuant to Section III, Subsection P.11.c.

b. Students Participating in Intercollegiate Athletics

For the purpose of improving competitiveness in intercollegiate athletics, the universities are authorized up to two hundred twenty-five (225) waivers per semester and, Lewis-Clark State College is authorized up to one hundred ten (110) waivers per semester. The institutions are authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for post-eligibility students.

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c. Waivers to Meet Other Strategic Objectives

The chief executive officer of each institution is authorized to waive nonresident fees/tuition for students, not to exceed the equivalent of six percent (6%) of the institution's total full-time equivalent enrollment. The criteria to be followed in granting such nonresident waivers shall be as follows:

- i. A waiver may be granted to place a nonresident student in an institutional program only when there is sufficient capacity in the program to meet the needs of Idaho resident students; and
- ii. A waiver may be granted only when its use is fiscally responsible to place a nonresident student in an institutional program in order to meet a strategic state and/or institutional need, as identified by the chief executive officer of the institution.

d. National Student Exchange Program - Domestic

Waivers are authorized for nonresident students participating in this program.

e. Western Interstate Commission for Higher Education

Waivers are authorized for nonresident students participating in the Western Interstate Commission for Higher Education Professional Student Exchange Program and the Graduate Student Exchange Program. An institution may include a participating nonresident student in its enrollment workload adjustment calculation, provided the figure does not exceed the maximum approved for an institution by the Board.

f. Institution Agreements

An institution may request Board approval of agreements with other entities resulting in special fees if it is shown to meet a strategic or workforce need (e.g. reaching an underserved or isolated population) or to help facilitate collaboration between the public institutions as it relates to enrollment and course/degree completion. The discounted dollar value of these special fees shall be reported to the Board, for inclusion in the annual discounts and waivers report, in a format and time to be determined by the Executive Director.

**Idaho College and Universities
Waivers and Discounts
Fiscal Year 2013**

ATTACHMENT 2

	<u>Policy Section</u>	<u>BSU</u>	<u>ISU</u>	<u>UI</u>	<u>LCSC</u>	<u>Total</u>
1	<u>Board Policy Tuition Waivers, Policy Section V.T.</u>					
2	Nonresident Graduate/Instructional Assistants	SBOE V.T.2.a	\$1,493,967	\$1,699,200	\$4,732,783	\$7,925,950
3	Nonresident Intercollegiate Athletics	SBOE V.T.2.b	\$2,280,989	\$1,604,010	\$2,350,693	\$1,234,194
4		Nonresident Fee	\$11,440	\$11,800	\$12,788	\$9,914
5	Policy: Universities - 225, LCSC 110	Equivalent FTE	199	136	184	124
6						163
7	Waivers Subject to 6% Limitation	SBOE V.T.2.c	\$9,141,166	\$3,764,535	\$7,907,133	\$433,618
8	Annual FTE	Student FTE	16,694	10,826	10,436	2,938
9		Nonresident Fee	\$11,440	\$11,800	\$12,788	\$9,914
10	Equivalent FTE Waivers subject to 6% Limitation	Equivalent FTE	4.8%	2.9%	5.9%	1.5%
11						4.5%
12	<u>Other Board Policy Exchange Programs</u>					
13	Exchange Student Waivers (1)	SBOE V.T.2.d	\$0	\$100,300	\$370,878	\$0
14	WICHE - Western Regional Graduate Program	SBOE V.T.2.e	\$0	\$404,830	\$0	\$0
15	Western Undergraduate Exchange (2)	SBOE V.R.3.a.v	\$4,448,703	\$1,068,657	\$5,685,755	\$317,237
16	Total Other Board Policy Exchange Programs		\$4,448,703	\$1,573,787	\$6,056,633	\$317,237
17						\$12,396,360
18	Total Board Policy Tuition Waivers		\$17,364,825	\$8,641,532	\$21,047,242	\$1,985,049
19	Other Waivers and Discounts					
20	Staff and Spouse Fees	SBOE V.R.3.a.vi	\$938,509	\$1,743,440	\$947,623	\$138,000
21	Senior Citizen Fees	SBOE V.R.3.a.vii	\$447,114	\$327,728	\$136,175	\$85,201
22	Dependent Fees	SBOE V.R.3.a.vi	\$324,819		\$243,662	
23	In-Service Teacher Education Fee	SBOE V.R.3.a.viii	\$1,077,639	\$944,698	\$866,745	\$64,896
24	Staff, Spouse, Dependent Fees of other Idaho institution:	SBOE V.R.3.a.vi	\$3,176	\$392,555	\$101,401	\$74,900
25	Students attending multiple Idaho sister institutions				\$16,973	\$16,973
26	Idaho National Laboratory				\$190,086	\$190,086
27	BYU-UI				\$1,866	\$1,866
28	EDA-Nez Perce Tribe	1969 approval				\$36,836
29	Total Other Waivers and Discounts		\$2,791,257	\$3,408,421	\$2,504,531	\$399,833
30	Total FY13 Waivers and Discounts		\$20,156,082	\$12,049,953	\$23,551,773	\$2,384,882
31	FY13 Gross Student Fees		133,137,162	100,234,779	109,847,802	21,527,166
32	FY13 Net Student Fees from Operating Revenue per audited F/S		106,593,359	73,937,311	82,657,950	14,678,929
33	FY13 Scholarship Discounts & Allowances per audited F/S		22,095,100	24,723,681	21,133,219	6,531,000
34	Student Fee Revenue related to Exchange Program Discounts		4,448,703	1,573,787	6,056,633	317,237
35	Percentage of Total Gross Student Fees Waived or Discounted		15.14%	12.02%	21.44%	11.08%
						15.94%

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

SUBJECT

Board policy V.X. – Intercollegiate Athletics – second reading

REFERENCE

April 2014

The Idaho State Board of Education (Board) approved
FY 2015 Athletics Limits

June 2014

Board approved first reading of Policy V.X.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

At its April meeting, the Board determined it would no longer need to approve the athletics limits but instead let the formulas set out in policy calculate the annual change to the limits. The proposed changes remove the requirement that athletics limits be approved by the Board.

IMPACT

The Board would review but no longer approve the annual athletics limits. The Board would still be able to increase the limits at its discretion.

ATTACHMENTS

Attachment 1 – Board policy V.X. – Second reading

Page 3

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 V.X. Intercollegiate Athletics, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes ___ No ___

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: X. Intercollegiate Athletics

August 20122014

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.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

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

August 20122014

- 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.~~

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

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

August 20122014

b. Institutional funds –

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
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August 20122014

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.
 - i. Actual revenues and expenditures for the fiscal year most recently completed.
 - ii. Estimated revenues and expenditures for the current fiscal year.
 - iii. 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:
 - i. Actual revenues and expenditures for the prior four (4) fiscal years
 - ii. Estimated revenues and expenditures for the current fiscal year.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

SUBJECT

University of Idaho, Boise State University, Idaho State University (Institution's) Intellectual Property Policies

REFERENCE

October 2010	Board approved First Reading of Board Policy V.M. Intellectual Property
December 2010	Board approved Second Reading of Board Policy V.M. Intellectual Property
June 2012	Board considered institution specific IP policies and requested additional amendments to Board Policy V.M. Intellectual Property
April 2013	Board approved First Reading of Board Policy V.M. Intellectual Property
June 2013	Board approved Second Reading of Board Policy V.M. Intellectual Property
February 2014	Board considered the institutions Intellectual Property Policies and requested the institutions do additional work with staff and a subcommittee of the Board prior to bring the policies back for further consideration

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Board's intellectual property (IP) policy together with the institutions' own IP and technology transfer policies establishes the legal basis for the institutions to claim, disclaim, transfer, or convey intellectual property.

The Board's IP policy was amended in 2010 to address concerns by industry that the previous Board policy was vague regarding the Board's versus an institution's claim of ownership, and an institution's authority in transferring, conveying, or disclaiming those ownership rights. Board policy V.M. requires the institutions IP policies cover specific areas and be approved by the Board. In June of 2012 the institutions presented their policies to the Board. During this meeting the Board discussed additional feedback received from business and industry indicating that there were still barriers to working with the institutions. At this time the Board postponed the approval of the institutions' IP policies and requested the Instruction, Research, and Student Affairs (IRSA) committee do additional work on the Board's policy regarding this mater. At the June 2013 Board meeting the Board approved additional amendments to Board Policy V.M. including the incorporation of the technology transfer guidelines.

At the February 2014 regular Board meeting the institutions brought forth their updated policies for Board approval. At this time it was felt that the policies could

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

use additional work to bring them into closer compliance with Board policy V.M. A subcommittee of the Board, consisting of Board Members Lewis and Goesling formed to work with the institutions to provide further guidance on changes the Board would like to see in the institution policies. The institutions have worked closely with Board staff and have received feedback from the Board subcommittee on amendments to their policies. The institutions have incorporated the feedback into their policies and are bringing them forward for Board consideration.

IMPACT

Approval of the submitted policies will bring the institutions into compliance with Board Policy V.M. Intellectual Property.

ATTACHMENTS

Attachment 1 – Board Policy V.M. Intellectual Property	Page 5
Attachment 2 – Institution Technology Licensing Guidelines	Page 10
Attachment 3 – University of Idaho Intellectual Property Policy	Page 30
Attachment 4 – Boise State University Intellectual Property Policy	Page 41
Attachment 5 – Idaho State University Intellectual Property Policy	Page 54

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.M. requires the institutions to establish policies setting out technology transfer administration, including evaluating, financing, assignment, marketing, protection, and the division and use of royalties. Institutional policies must provide for institutional ownership in circumstances including, but not limited to, the following:

1. In cases of specific contracts providing for institutional ownership,
2. In cases where the constituent institution or sponsor may employ personnel for the purpose of producing a specific work,
3. Where institutional ownership is deemed necessary in order to reflect the contribution of the institution to the work, or
4. Where a sponsored agreement requires institutional ownership.

Further, each institution's technology transfer policy must at a minimum include:

1. The name of the institutional position (or office) with the authority and responsibility for carrying out the policy and binding the institution contractually.
2. Policy and plans for patent acquisition (i.e. who initiates, who pays the lawyers, and an enumeration of the duties, responsibilities, and a process for settling disputes).

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3. The range of allowable institutional involvement in the transfer process (i.e. from licensing to acceptance of institutional ownership interests, continued development in institutional facilities for the benefit of the licensee, and business planning or production assistance).
4. The requirement that institution employees and other persons subject to this Board policy make an assignment of rights to the institution (including future rights) in intellectual property to which the Board claims ownership by its policy and/or the institution claims ownership by its institutional policy and in any related applications for legal protection of such intellectual property.

Board staff have worked closely with the institutions and have found the policies to be in compliance with Board policy V.M. Intellectual Property. Staff recommends approval.

BOARD ACTION

I move to approve the intellectual property policies of the University of Idaho, Boise State University and Idaho State University as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS
Subsection: M. Intellectual Property

June 2013

1. Objectives and Purposes

The State Board of Education, on behalf of the State of Idaho, and the Board of Regents, on behalf of the University of Idaho, (hereinafter collectively referred to as the "Board") recognizes intellectual property, including patentable inventions and copyrightable works, may be the natural outgrowth of the educational, research, and outreach missions of Idaho's postsecondary education institutions. The Board is dedicated to promoting the beneficial use of such intellectual property for Idaho and the nation. This intellectual property policy seeks to balance the institutional obligation to preserve open access and inquiry with the concomitant obligation to foster and advance the dissemination and use of institutional intellectual property for the public benefit, which may occur through development of protectable discoveries and inventions through rigorous scientific investigation and research, and the development, acquisition, and licensing of patents and other intellectual property for the economic growth and development of Idaho and the nation.

In furtherance of this objective, institutions when assigning, transferring, selling or licensing inventions, or patents or other intellectual property owned by the institutions, shall do so:

- a. to entities that make, market and sell products or services or that contractually agree to do so in connection with the licensed or transferred intellectual property;
- b. where the primary purpose of such assignment, transfer, sale or license directly aids and promotes the further development and commercialization of licensed products or services by such entity, and is not intended primarily for the purpose of further licensing or sublicensing such invention or patent to third parties for monetary gain only;
- c. where necessary for the institution to perform or have performed sponsored research or other institutional activities, including compliance with applicable requirements of law or contract associated with such research or other activity; or
- d. where the transferee is a non-profit entity engaged in research and education and the assignment, transfer, sale or license promotes further research and education for the public good and does not unduly impact use of the intellectual property to contribute to economic growth and development.

Any such transfer of institution intellectual property shall be made in accordance with the Idaho Institution Technology Licensing Guidelines, adopted by the Board June 2013.

2. Intellectual Property

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- a. Definition. Intellectual property includes, but is not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, plant variety, research data, mark, design, mask work, work of authorship, and computer software regardless of whether subject to protection under patent, trademark, copyright or other laws.
- b. Claim of ownership interest. The Board, on behalf of the State of Idaho, through and by Idaho's postsecondary educational institutions under the governance of the Board (hereinafter referred to as "institutions") claims ownership of any intellectual property developed under any of the following circumstances:
 - i. Arising from any work performed by an employee of any institution during the course of their duties to the institution;
 - ii. Arising from any use by an employee of an institution or other person use of Board or institution resources not openly available to members of the general public including, but not limited to, laboratories, studios, equipment, production facilities, office space, personnel, or specialized computing resources; or
 - iii. Arising from any work performed by an employee of an institution under contract in a program or project sponsored by an institution or between institutions or a closely related research foundation.
- c. Disclaimer of ownership interest. The Board claims no ownership interest in any intellectual property developed by the employee(s) or other person(s), including but not limited to contractor(s) of an institution under the following circumstances:
 - i. When the work is performed outside the assigned duties of the employee/other person; and
 - ii. When the employee/other person is without benefit of Board or institution facilities except libraries.
- d. Policy review. Institutional policies setting out technology transfer administration, including evaluating, financing, assignment, marketing, protection, and the division and use of royalties, as well as amendments thereto, must be submitted to the Board for its review and approval.
- e. Condition of employment. Institution employees and contractors, as a condition of employment or contract, shall adhere to this policy and the Board approved institutional policy on intellectual property and shall assign to the institution all right, title, and interest in intellectual property to which the Board claims ownership under this policy or the institution claims ownership under its

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institutional policy and shall assign any related applications for legal protection of such intellectual property.

3. Copyrights

- a. Notwithstanding Section 2.c. of this Policy, when institution employees/other persons are specially ordered or commissioned to produce specific work, the institution reserves the right to seek and obtain registration of copyright for such works in the name of the State of Idaho or the institution or to use such work without securing a copyright registration.
- b. Except as noted in Section 3.a. above, neither the Board nor any institution is required to claim an ownership interest in works submitted for publication, performance or display by institution employees/other persons. Instead, institutions subject to this policy may elect, by contract or institutional policy, to claim an interest in copyrightable material produced, in whole or part, by their employees or other persons subject to this policy. Institutional policy shall provide for institutional ownership in circumstances including, but not limited to, the following:
 - i. In cases of specific contracts providing for institutional ownership,
 - ii. In cases where the constituent institution or sponsor may employ personnel for the purpose of producing a specific work,
 - iii. Where institutional ownership is deemed necessary in order to reflect the contribution of the institution to the work, or
 - iv. Where a sponsored agreement requires institutional ownership.

4. Intellectual Property Transfer

- a. The Board delegates to the institutions the right to transfer, convey, license, or disclaim, in accordance with the Institution Technology Licensing Guidelines, rights in intellectual properties developed within each respective institution. This policy allows the institutions to effect knowledge transfer and foster economic growth and development. Under this policy, each respective institution may:
 - i. Grant any or all intellectual property rights to affiliated research foundations for further development or transfer.
 - ii. Sell, assign, transfer, or exclusively or non-exclusively license intellectual property rights owned by the institution to for-profit, non-profit, and/or governmental entities that make, market and sell products or services or that contractually agree to do so in connection with the transferred or licensed intellectual property, or where the primary purpose of such assignment,

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- transfer, sale or license directly aids and promotes the further development of the intellectual property or commercialization of products or services or the underlying intellectual property by such entity. However, such assignment, transfer, sale or license to third parties must not be for monetary gain only.
- iii. Sell assign, transfer, or exclusively or non-exclusively license to institution employees or other persons subject to this policy.
 - iv. Collect and disburse license payments in accordance with institutional policy to inventors and their departments and colleges, as well as to their institutions.
 - v. Permit institutional employees the right to participate in ownership and governance of for-profit, non-profit, and/or governmental entities that licensed institutional intellectual property to produce and market products and technology based on or derived from the license of the intellectual property, subject to the conflict of interest policies set forth in Idaho State Board of Education Governing Policies and Procedures, Section I.G. and II.Q.
- b. Each institution shall develop an institutional policy on technology transfer. At a minimum, an institution's policy shall include:
- i. The name of the institutional position (or office) with the authority and responsibility for carrying out the policy and binding the institution contractually.
 - ii. Policy and plans for patent acquisition (i.e., who initiates, who pays the lawyers, and an enumeration of the duties, responsibilities, and a process for settling debates).
 - iii. The range of allowable institutional involvement in the transfer process (i.e., from licensing to acceptance of institutional ownership interests, continued development in institutional facilities for the benefit of the licensee, business planning or production assistance).
 - iv. The requirement that institution employees and other persons subject to this Board policy make a present assignment to the institution of rights, including future rights, in intellectual property to which the Board claims ownership by this policy and/or the institution claims ownership by its institutional policy and in any related applications for legal protection of such intellectual property.
- c. At the request of the Board the appropriate officer of each institution shall report on technology transfer activities that have occurred at the institution and the general effectiveness of the institution in deploying technology. Institutions should report performance data through the annual Association of University Technology Licensing survey. The report shall also indicate whether any

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employees of the institution or its respective research foundation have a financial interest in the entity to which the intellectual property rights were conveyed. Terms of any license or technology transfer contract will be made available in confidence upon request for inspection by the Board.

Idaho State Board of Education
Institution Technology Licensing Guidelines

Adopted June 2013

The Idaho State Board of Education (Board) recognizes that institutions must share intellectual property with the public for the betterment of society. To provide a set of operating guidelines for such technology transfer, the Board has adopted these guidelines, derived from the “Nine Points” publication produced by the Association of Institution Technology Managers (AUTM) and the “University Licensing Guidelines” adopted by the Regents of the University of California.

The College and Universities under the Board’s governance (hereinafter collectively “institutions” or “institution”) share certain core values that can and should be maintained to the fullest extent possible in all technology transfer agreements. The purpose of licensing institution intellectual property (IP) rights and materials is to: encourage the practical application of the results of institution research by industry for the broad public benefit; meet our obligations to sponsors of institution research; build research relationships with industry partners to enhance the research and educational experience of researchers and students; stimulate commercial uptake and investment; stimulate economic development; and ensure an appropriate return of taxpayer investments in institution research. Financial returns from technology licensing provide additional support for research and education, an incentive for faculty retention, and support of the institution technology transfer program. Institutions are charged to pursue these objectives in licensing institution IP. In carrying out these objectives, institutions are called upon to make complex licensing decisions based upon a multiplicity of facts and circumstances and by applying their professional experience, in consideration of the following guidelines. It is incumbent of the institutions to analyze each licensing opportunity individually in a manner that reflects the business needs and values of their institution, but at the same time, to the extent appropriate, also to bear in mind the concepts articulated herein when crafting agreements with industry. Multiple factors must be considered in each transaction, such as: the nature and stage of development of the technology; the breadth and complexity of the potential fields of use; the product development path and timeline; the extent of intellectual property protection; the relevant markets and market niches; specific campus practices; unique needs of prospective licensees; ethical considerations for the use of future products; and emerging issues, among other elements. All factors require careful consideration in developing a relationship with a prospective licensee, and the institution needs flexibility to address each of these issues. Further, the result of any one licensing decision may or may not be appropriate to another similar situation, as changes in knowledge and individual factors should be taken into consideration for each case-specific circumstance.

In all cases, the institution reserves the right, to the fullest extent permitted by Board policy and law, to exercise its discretion over decisions regarding its choice of licensee, the extent of rights licensed, and/or a refusal to license to any party.

GUIDELINES

1. The primary objective in developing a patenting and licensing strategy for an invention should be to support the education, research, and public benefit mission of the institution.

The institution recognizes the need for and desirability of broad utilization of the results of institution research, not only by scholars but also for the general public benefit, and acknowledges the importance of the patent system in providing incentives to create practical applications that achieve this latter goal.

In addition, with respect to federally-funded inventions (which comprise a large portion of the institution's invention portfolio), the Bayh-Dole Act (35 U.S.C. 200-212) requires the institution's use of the patent system to promote the utilization of inventions arising from federally supported research, to encourage maximum participation of small business firms, to promote collaboration between commercial concerns, nonprofits and universities and to promote free enterprise without unduly encumbering future research and discovery. As such, the institution is responsible for crafting a technology management strategy that supports the education, research, and public service mission of the institution. This requires establishing a balance of priorities between the timely transfer of technology to industry for commercialization while preserving open access to research results for use by the institution and the research community.

A primary licensing decision is whether to license exclusively or non-exclusively. The institution should consider licensing either non-exclusively, or exclusively within specific fields-of- use when an invention is broad in scope and can be used in multiple industries as well as for a platform technology that could form the basis of new industries. In general, institutions should consider granting exclusive licenses to inventions that require significant investment to reach the market or are so embryonic that exclusivity is necessary to induce the investment needed to develop and commercialize the invention or when the technology requires a company willing to dedicate financial resources and the additional research to realize the commercial potential. Finally, as noted below, exclusive licensing must have performance milestones connected to the continuation of such exclusivity.

Alternatively, an exclusive "field-of-use" license is a way to create market incentives for one company while enabling the institution to identify additional licensees to commercialize the invention in additional markets. In some cases, a limited-term exclusive license that converts to a non-exclusive license can be an effective strategy to meet the public benefit objective. Further, special consideration should be given to the impact of an exclusive license on uses of a technology that may not be appreciated at the time of initial licensing. A license grant that encompasses all fields of use for the life of the licensed patent(s) may have negative consequences if the subject technology is found to have unanticipated utility. This possibility is particularly troublesome if the licensee is not able or willing to develop the technology in fields outside of its core business. Institutions are encouraged to use approaches that balance a licensee's legitimate commercial needs against the university's goal (based on its educational mission

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and the public interest) of ensuring broad practical application of the fruits of its research programs.

Finally, the licensing strategy should ensure prompt broad access to unique research resources developed by the institution. To preserve the ability of the institutions to perform research, ensuring that researchers are able to publish the results of their research in dissertations and peer-reviewed journals and that other scholars are able to verify published results without concern for patents, the institution should consider reserving rights in all fields of use, even if the invention is licensed exclusively to a commercial entity, for themselves and other non-profit and governmental organizations. This is designed to practice inventions and to use associated information and data for research and educational purposes, including research sponsored by commercial entities and to transfer research materials and results to others in the non-profit and governmental sectors. Clear articulation of the scope of reserved rights is critical.

2. Institution must meet existing third party obligations

Research projects increasingly involve a multiplicity of third party agreements and relationships. For some inventions, the institution will have existing licensing obligations to a company or other research partner based upon contractual commitments made under sponsored research, material transfer, database access, inter-institutional, or other third-party IP agreements. Institutions shall seek to identify all licensing obligations to third parties so that such obligations can be met. While the inventor(s) should be required to identify these obligations at the time of disclosure to the institution, the institution is encouraged to verify the completeness or accuracy of the inventor(s) obligations.

Direct discussions with the inventor(s) and/or review of system-wide and local contract and grant databases may help determine whether the appropriate agreements are identified. Careful review of these agreements is critical to understanding the nuances of any third party obligations. Copies of any relevant agreements should be retained in the licensing file for future reference and to document the basis for decisions affecting the status of such third party obligations.

In addition, the institution should evaluate any other factors that may affect the institution's right to license the invention. The institution should investigate whether an inventor's disclosed invention entails a possible claim to prior ownership rights by a third party based upon the inventor's previous or current outside activities, for example, consulting arrangements, visiting scientist agreements, inventor start-up companies, and other contract obligations, particularly in light of court decisions (e.g. *Stanford v. Roche*, Fed Cir., 2009).

3. The selected licensee should be capable of bringing the invention to the marketplace and the license should be structured in a manner that encourages technology development and use.

The institution should seek licensees capable of bringing the invention to the marketplace in a timely manner. While often only one potential licensee comes forward for any given institution invention, the institution should nevertheless assess the potential licensee's technical, managerial and financial capability to commercialize the technology. From a programmatic perspective, licensing preference

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should be given to small business concerns, when appropriate, pursuant to federal law and regulations, provided such small businesses appear capable of bringing the technology to the marketplace.

Institutions should use care when licensing multiple technologies, invention portfolios, or a single technology with multiple variant applications to a single commercial organization to ensure that the licensing strategy meets the institution's desire to maximize public benefit.

In selecting a licensee, the institution, should consider whether the potential licensee:

- has a general business plan that delineates a clear strategy to commercialize the invention
- has or can secure the technical, financial and personnel resources to develop and commercialize the invention in a timely manner
- has experience relevant to developing and commercializing the invention
- has appropriate marketing capabilities
- possesses a strong desire and commitment to make the product/technology a success
- is able to meet any regulatory requirements needed to commercialize the technology
- has, or can develop sufficient capacity to satisfy the market demand for the technology
- demonstrates commitment to the institution's invention in light of other technologies competing for resources in the company
- has goals that generally align with those of the institution with respect to public benefit

The institution should obtain and retain documents that address the licensee's ability to bring the technology to the market. In the case of a start-up company, not all factors necessary to commercialize the technology may be present at the outset. The institution should consider whether the start-up has an appropriate level of resources and technical capabilities, given the development stage of the company and the nature of the invention, as well as whether the start-up has the potential to acquire the necessary resources to successfully develop and market the technology in a timely manner.

Institutions also need to be mindful of the impact of granting overly broad exclusive rights and should strive to grant just those rights necessary to encourage development of the technology. Performance milestones are a necessary part of any license, and are even more important in exclusive licenses.

In situations where an exclusive license is warranted, it is important that licensees commit to diligently develop the technology to protect against a licensee that is unable or unwilling to move an innovation forward. In long-term exclusive licenses, diligent development should be well-defined and regularly monitored during the exclusive term of the agreement and should promote the development and broad dissemination of the licensed technology. Ideally, objective, time-limited performance milestones are set, with termination or non-exclusivity (subject to limited, but reasonable, cure provisions) as the penalty for breach of the diligence obligation.

Another means of ensuring diligent development, often used in conjunction with milestones, is to require exclusive licensees to grant sublicenses to third parties to address unmet market or public

health needs (“mandatory sublicensing”) and/or to diligently commercialize new applications of the licensed rights. Such a requirement could also be implemented through a reserved right of the licensor to grant direct licenses within the scope of the exclusive grant to third parties based on unmet need. In such situations, it is important to ensure that the parties have a common understanding of what constitutes a new application or unmet need for the purpose of implementing such a provision.

3.A. Future Improvements

Although licensees often seek guaranteed access to future improvements on licensed inventions, the obligation of such future inventions may effectively enslave a faculty member’s research program to the company, thereby exerting a chilling effect on their ability to receive corporate and other research funding and to engage in productive collaborations with scientists employed by companies other than the licensee – perhaps even to collaborate with other academic scientists. In particular, if such future rights reach to inventions made elsewhere in the university, researchers who did not benefit from the licensing of the original invention may have their opportunities restricted as well, and may be disadvantaged economically relative to the original inventors if the licensing office has pre-committed their inventions to a licensee.

For these reasons, exclusive licensees should not automatically receive rights to “improvement” or “follow-on” inventions. Instead, as a matter of course, licensed rights should be limited to existing patent applications and patents, and only to those claims in any continuing patent applications that are (i) fully supported by information in an identified, existing patent application or patent and (ii) entitled to the priority date of that application or patent.

In the rare case where a licensee is granted rights to improvement patents, it is critical to limit the scope of the grant so that it does not impact uninvolved researchers and does not extend indefinitely into the future. It is important to further restrict the grant of improvements to inventions that are owned and controlled by the licensor institution - i.e., (i) not made by the inventor at another institution, should they move on or (ii) co- owned with, or controlled by, another party. One refinement to this strategy would be to limit the license to inventions that are dominated by the original licensed patents, as these could not be meaningfully licensed to a third party, at least within the first licensee’s exclusive field. As was discussed earlier, appropriate field restrictions enable the licensing not only of the background technology, but also of improvements, to third parties for use outside the initial licensee’s core business. In all cases, a license to improvements should be subject to appropriate diligent development requirements.

It should be recognized, however, that not all “improvements” have commercial potential (for example, they may not confer sufficient additional benefit over the existing technology to merit the expense of the development of new or modified products), in which case a licensee might not wish to develop them. In general, it may be best simply not to patent such improvements.

4. *The license agreement should include diligence terms that support the timely development, marketing, and deployment of the invention.*

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The institution should include diligence provisions in a license agreement to ensure that the licensee develops and commercializes the invention in a timely manner, especially when an invention is exclusively licensed. The institution's commitment to public benefit is not met by allowing an invention to languish due to a licensee's lack of commitment, "shelving" the technology to protect its competing product lines, or inadequate technical or financial resources. Appropriate diligence provisions are invention-specific and will vary depending on the circumstances. Common diligence obligations that an institution should consider include:

- the amount of capital to be raised (for a start-up) or the amount of funding committed (for an existing business) by the company to support the technology's development.
- specific dates by which the licensee must achieve defined milestones, such as: secure levels of regulatory approval; make a working prototype; initiate beta testing of a licensed product; receive formal market/customer feedback; achieve specific prototype performance thresholds (such as efficiency or size); establish a production facility; first sell the commercial product; or achieve a certain level of sales.

To ensure that the institution continues to manage its technologies as assets for the public's benefit, clearly defined diligence provisions allow verification of the licensee's compliance with its diligence obligations. Therefore, the licensing agreement language should be sufficiently specific so that both parties can determine whether the diligence obligations have been met. Further, the license should provide a remedy for failure to meet diligence obligations, such as termination of the license or, in the case of an exclusive license, a reduction to a non-exclusive license.

5. The license agreement should be approved as to legal integrity and consistency.

In order to ensure that the institution has the right to enter into licensing discussion, the institution should ensure that the inventors have signed an agreement that acknowledges the institution's patent policy, and institution claim of ownership of inventions under the Policy, and/or an actual Assignment Agreement that confirms the institution's ownership in the invention and that includes a present assignment of invention rights.

In determining the rights that can be granted in a license agreement, the institution should ask the inventors about past and present sponsors of their research, material providers, and independent consulting and other agreements (e.g., visitor, confidentiality, etc.) they have signed that could be related to the invention to determine if conflicting obligations exist between such agreements and the proposed license.

The institution shall ensure that the provisions of the license agreement are reviewed and approved by the institution Office of General Counsel, and comply with institution policies with regard to legal integrity and consistency, including the following concerns:

5.A. Use of Name:

The institution shall ensure that the license agreement prohibits the use of the institution's name, or the names of its employees, to promote the licensee or its products made under the

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license agreement, unless specifically approved by authorized institution personnel. The license may provide limited use of the institution's name where required by law, to give effective legal notice such as a copyright mark, or to make a statement of fact regarding the origin of plant material.

5.B. Indemnification:

The institution shall ensure that the license agreement contains an indemnification provision under which the licensee assumes all responsibility for any product or other liability arising from the exercise of the license covering the invention. The licensee should assume all responsibility as it has complete control over product development while the institution only provides rights under the patents it holds.

5.C. Limitation of Liability:

The institution shall ensure that the license agreement contains a provision that limits the institution's liability for any damages that may result from the licensee's acts under the license agreement (e.g., intellectual property infringement, lost profits, lost business, cost of securing substitute goods, etc.).

5.D. Insurance:

The institution shall ensure that the license agreement requires the licensee to carry sufficient insurance or have an appropriate program of self-insurance to meet its obligations to protect the institution, and provide evidence of such.

5.E. Limited Warranty:

The institution shall ensure that the license agreement contains a limited warranty provision stating that nothing in the license shall be construed as (i) a warranty or representation regarding validity, enforceability, or scope of the licensed patent rights; (ii) a warranty or representation that any exploitation of the licensed patent rights will be free from infringement of patents, copyrights, or other rights of third parties; (iii) an obligation for the institution to bring or prosecute actions or suits against third parties for patent infringement except as provided in the infringement provision of the license; (iv) conferring by implication, estoppel, or otherwise any license or rights under any patents or other rights of institution other than the licensed patent rights, regardless of whether such patents are dominant or subordinate to the licensed patent rights; and (v) an obligation to furnish any new developments, know-how, technology, or technological information not provided in the licensed patent rights.

5.F. Patent Prosecution:

The institution shall ensure that the license agreement contains a patent prosecution provision that stipulates the institution will diligently prosecute and maintain the patent rights using counsel of its choice who will take instructions solely from the institution. The institution will use

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reasonable efforts to amend any patent application to include claims requested by the Licensee. For an exclusive license, all such costs will be borne by the licensee. For non-exclusive licenses, a common practice is for each licensee to pay a pro-rata share of such costs.

5.G. Patent Infringement:

The institution shall ensure that an exclusive license agreement contains a patent infringement provision that stipulates that neither the institution nor the licensee will notify a third party (including the infringer) of infringement or put such third party on notice of the existence of any patent rights without first obtaining consent of the other party; with additional language that addresses infringement notification process, participation, control and prosecution of the suit, and payment of costs and sharing of awarded damages.

5.G.1. Infringement Action Considerations

In considering enforcement of their intellectual property, it is important that universities be mindful of their primary mission to use patents to promote technology development for the benefit of society. All efforts should be made to reach a resolution that benefits both sides and promotes the continuing expansion and adoption of new technologies. Litigation is seldom the preferred option for resolving disputes.

However, after serious consideration, if a university still decides to initiate an infringement lawsuit, it should be with a clear, mission-oriented rationale for doing so- one that can be clearly articulated both to its internal constituencies and to the public. Ideally, the university's decision to litigate is based on factors that closely track the reasons for which universities obtain and license patents in the first place, as set out elsewhere in this paper. Examples might include:

- Contractual or ethical obligation to protect the rights of existing licensees to enjoy the benefits conferred by their licenses; and
- Blatant disregard on the part of the infringer for the university's legitimate rights in availing itself of patent protection, as evidenced by refusal on the part of the infringer to negotiate with or otherwise entertain a reasonable offer of license terms.

5.G.2. Patent Aggregators and "Flippers"

As is true of patents generally, the majority of university-owned patents are unlicensed. With increasing frequency, university technology transfer offices are approached by parties who wish to acquire rights in such 'overstock' in order to commercialize it through further licenses. These patent aggregators typically work under one of two models: the 'added value' model and the so-called 'patent troll' model.

Under the added value model, the primary licensee assembles a portfolio of patents related to a particular technology. In doing so, they are able to offer secondary licensees a complete package that affords them freedom to operate under patents perhaps obtained from multiple sources. As universities do not normally have the resources to identify and in-license relevant patents of

importance, they cannot offer others all of the rights that may control practice (and, consequently, commercialization) of university inventions. By consolidating rights in patents that cover foundational technologies and later improvements, patent aggregators serve an important translational function in the successful development of new technologies and so exert a positive force toward commercialization. For example, aggregation of patents by venture capital groups regularly results in the establishment of corporate entities that focus on the development of new technologies, including those that arise from university research programs. To ensure that the potential benefits of patent aggregation actually are realized, however, license agreements, both primary and secondary, should contain terms (for example, time-limited diligence requirements) that are consistent with the university's overarching goal of delivering useful products to the public.

In contrast to patent aggregators who add value through technology-appropriate bundling of intellectual property rights, there are also aggregators (the 'patent trolls') who acquire rights that cut broadly across one or more technological fields with no real intention of commercializing the technologies. In the extreme case, this kind of aggregator approaches companies with a large bundle of patent rights with the expectation that they license the entire package on the theory that any company that operates in the relevant field(s) must be infringing at least one of the hundreds, or even thousands, of included patents. Daunted by the prospect of committing the human and financial resources needed to perform due diligence sufficient to establish their freedom to operate under each of the bundled patents, many companies in this situation will conclude that they must pay for a license that they may not need. Unlike the original patent owner, who has created the technology and so is reasonably entitled to some economic benefit in recognition for its innovative contribution, the commercial licensee who advances the technology prior to sublicensing, or the added value aggregator who helps overcome legal barriers to product development, the kind of aggregator described in this paragraph typically extracts payments in the absence of any enhancement to the licensed technology. Without delving more deeply into the very real issues of patent misuse and bad-faith dealing by such aggregators, suffice it to say that universities would better serve the public interest by ensuring appropriate use of their technology by requiring their licenses to operate under a business model that encourages commercialization and does not rely primarily on threats of infringement litigation to generate revenue.

A somewhat related issue is that of technology 'flipping', wherein a non-aggregator licensee of a university patent engages in sublicensing without having first advanced the technology, thereby increasing product development costs, potentially jeopardizing eventual product release and availability. This problem can be addressed most effectively by building positive incentives into the license agreement for the licensee to advance the licensed technology itself – e.g., design instrumentation, perform hit-to-lead optimization, file an IND. Such an incentive might be to decrease the percentage of sublicense revenues due to the university as the licensee meets specific milestones.

5.H. Third Party Obligations and Conflicts of Interest:

Technology transfer offices should be particularly conscious and sensitive about their roles in the identification, review and management of conflicts of interest, both at the investigator and institutional levels. Licensing to a start-up founded by faculty, student or other university inventors raises the potential for conflicts of interest; these conflicts should be properly reviewed and managed by academic and administrative officers and committees outside of the technology transfer office. A technology licensing professional ideally works in an open and collegial manner with those directly responsible for oversight of conflicts of interest so as to ensure that potential conflicts arising from licensing arrangements are reviewed and managed in a way that reflects well on their university and its community. Ideally, the university has an administrative channel and reporting point whereby potential conflicts can be non-punitively reported and discussed, and through which consistent decisions are made in a timely manner.

5.I. Export Controls

Institution technology transfer offices should have a heightened sensitivity about export laws and regulations and how these bodies of law could affect university licensing practices. Licensing “proprietary information” or “confidential information” can affect the “fundamental research exclusion” (enunciated by the various export regulations) enjoyed by most university research, so the use of appropriate language is particularly important. Diligence in ensuring that technology license transactions comply with federal export control laws helps to safeguard the continued ability of technology transfer offices to serve the public interest.

6. The institution should receive fair consideration in exchange for the grant of commercial licensing rights.

The institution should ensure that institution receives fair consideration for commercial licenses of its inventions (as public assets created using public funds, supplies, equipment, facilities, and/or staff time) to private entities. Generally, the value of the consideration received by the institution should be based on the licensee’s sale or distribution of licensed products or licensed services by the licensee. Other factors that impact the negotiation of the institution’s consideration may include:

- the type of technology and industry
- the stage of development and market consideration
- the perceived value to the licensee’s business and competitive position (“must-have” vs. “nice-to-have”)
- the market potential, contribution of the technology to market penetration, and market sector dynamics (i.e. growing, static, declining?)
- the projected cost and risk of product development and marketing
- the competitive advantage over alternative products; is the invention a seminal “game-change” one or an incremental improvement?
- the likelihood of competing technologies
- the net profit margin of the anticipated product
- comparable prices for similar technologies or products

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- the scope and enforceability of the institution's patent claims, extent of freedom-to- operate required, and years remaining on patent term
- the projected decrease in the cost of production or R&D expenditures
- the scope of license (exclusive/nonexclusive, narrow/broad fields of use, U.S./non- U.S.)
- the opportunity for accelerated time to market based upon the necessity for meeting a critical public need.

In general, the fair consideration to the institution should be in cash, but other forms of consideration may be accepted in partial lieu of cash fee(s) such as equity in the company (discussed below). The form of such consideration negotiated by the institution may vary widely based on case-specific factors.

The institution should consider including some or all of the following elements as part of the consideration:

6.A. Reimbursement of institution's patent costs:

The licensee pays for domestic and/or foreign patent applications either through an up-front fee that covers past and future costs and/or through a requirement to reimburse past, present and future costs upon invoicing by the institution. Where the technology is licensed to multiple parties, reimbursement may be done on a pro-rata basis. Full reimbursement by an exclusive licensee is standard institution practice.

6.B. License Issue fee:

The licensee pays a fee to the institution upon final execution of the license agreement either in a lump sum or on an agreed upon schedule. The amount of this fee should reflect the value of the invention at the time it is made available to the licensee. Such fees range widely, depending on the circumstance. Under some circumstances, the issue fee for small companies or start-ups may be partially postponed until sufficient investment capital is secured, or may be replaced in part by the institution's acceptance of equity in the company (see *Equity* below).

6.C. Running royalties:

The licensee pays ongoing consideration to the institution in the form of a running (or earned) royalty, typically calculated as a percentage of net sales or use of licensed products or services that incorporate the technology. Such royalties should not be "capped" at a pre-determined dollar level, as the institution should share fully in the success of any commercial use of technology made available to the licensee. In some rare cases, a running royalty value may be difficult to assess due to the particular market and the type of products being developed. In such cases a fixed amount for each unit of licensed product sold or a one-time or annual fee may be contemplated, where the fee should reflect the value of the invention over the projected length of patent protection (both U.S. and foreign).

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6.D. Annual maintenance fee/minimum annual royalty:

The licensee pays an annual license maintenance fee which serves as a form of diligence and represents the licensee's continuing interest in and a financial commitment to commercialize the invention. A minimum annual royalty begins in the first year of commercial sales and serves not only as a diligence obligation but also incentivizes the licensee to achieve sales generating royalties that meet or exceed the minimum annual royalty. Typically, annual maintenance fees cease after commercial sales begin when they are replaced by the minimum annual royalty. Minimum annual royalties, if paid in advance, are generally creditable against the running royalty due that year. The institution may use these fees singly, in combination, or not at all as judgment dictates, however, including such fees not only creates diligence obligations but also provides annual income to support the institution's research and education mission.

6.E. Sublicensing fees:

Under an exclusive license where the licensee is permitted to transfer rights to third parties (a sublicense), the licensee pays the institution consideration for sales or use of licensed products or services by its sublicensees. The institution should receive a fair share of all consideration, including royalty and non-royalty income, received by the licensee from the sublicensee. It is institution practice not to include sublicensing rights under its non-exclusive licenses as the granting of such rights could place the licensee in direct licensing competition with the institution, except in those cases where the sublicensee's activities are necessary for the sublicensor to commercialize the licensed technology (e.g. sublicensee is a contract research organization or contract manufacturer providing a vital component to the sublicensor necessary for the licensed technology, etc.).

6.F. Equity:

To encourage commercialization of institution technology, the institution may accept equity in a company as partial consideration for invention licensing in a manner consistent with Board and institution policies. This option may be particularly useful in working with small or startup companies where financial considerations limit the company's and its investors' willingness to pay cash to the university for licensing costs, such as license issue fees and annual maintenance fees. When accepting equity, institutions should consider the risk-adjusted value of equity and the potential loss of value associated with dilution of equity.

6.G. Other:

The institution may negotiate forms of consideration other than those described above, such as milestone payments upon the completion of certain licensed product development events or upon financing or investment triggers (e.g., investment rounds, merger or acquisition, or a public stock offering). Other unique exchanges of value occasionally may be appropriate forms of fair consideration. The institution should note, however, that such non-monetary forms of consideration (other than equity) fall outside the royalty-sharing provisions of the institution Patent Policy. The institution should take care to not designate research funding as a form of

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consideration in a license as license income is subject to the royalty-sharing provisions of the institution Patent Policy whereas research funding is not consideration for a license but is fixed at a level to pay for the cost of conducting the research (Singer v. The Regents, 1996).

Finally, the institution should be aware that "overly-aggressive" negotiation of financial consideration may impede commercialization of an invention and may not be consistent with certain research sponsor guidelines (e.g., Federal, State, or non-profit extramural sponsorship policies). However, undervaluing a commercial license reduces the additional monetary support for research and education and compromises the principle of seeking a fair return on the public asset that is the institution's technology. The institution should weigh all appropriate factors discussed above in crafting a commercial license to create an optimal structure and fair consideration.

7. The license agreement should support the academic principles of the institution.

The institution should ensure that the provisions of the license agreement support the institution's academic teaching and research mission, including the following concerns:

7.A. Open Dissemination of Research Results and Information:

License agreements with external parties shall not limit the ability of institution researchers to disseminate their research methods and results in a timely manner. The most fundamental tenet of the institution is the freedom to interpret and publish, or otherwise disseminate, research results to support knowledge transfer and maintain an open academic environment that fosters intellectual creativity.

7.B. Accessibility for Research Purposes:

The institution should ensure that the license agreement protects the ability of institution researchers, including their student and research collaborators, to use their inventions in future research, thus protecting the viability of the institution's research programs. The institution has a commitment to make the results of its research widely available through publication and open distribution of research products for verification and ongoing research. The institution also seeks to foster open inquiry beyond the interests of any one research partner, particularly where the invention is a unique research tool. One way in which the institution addresses this is through the retention in the license agreement of the institution's right to use and distribute inventions to other non-profit research institutions for research and educational purposes.

7.C. Broad Access to Research Tools:

Consistent with the NIH Guidelines on Research Tools, principles set forth by various charitable foundations that sponsor academic research programs and by the mission of the typical university to advance scientific research, universities are expected to make research tools as broadly available as possible. Such an approach is in keeping with the policies of numerous peer-reviewed scientific journals, on which the scientific enterprise depends as much as it does

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on the receipt of funding: in order to publish research results, scientists must agree to make unique resources (e.g., novel antibodies, cell lines, animal models, chemical compounds) available to others for verification of their published data and conclusions.

Through a blend of field-exclusive and non-exclusive licenses, research tools may be licensed appropriately, depending on the resources needed to develop each particular invention, the licensee's needs and the public good. The drafting of such an exclusive grant should make clear that the license is exclusive for the sale, but not use, of such products and services; in doing so, the university ensures that it is free to license non-exclusively to others the right to use the patented technology, which they may do either using products purchased from the exclusive licensee or those that they make in-house for their own use.

8. *All decisions made about licensing institution inventions should be based upon legitimate institutional academic and business considerations and not upon matters related to personal financial gain.*

It is important that the institution conduct the technology transfer process, including patenting, marketing, and licensing in a manner that supports the education, research, and public service missions of the institution over individual financial gain.

Because institutions and inventors may have the opportunity to influence institution business decisions in ways that could lead to personal gain or give advantage to associates or companies in which they have a financial interest, the institution and the inventor must comply with existing Board policy, institution policy and State law concerning such potential conflicts of interest. Under Board policy and State conflict of interest law, any institution employee or representative is prohibited from making, participating in making, or influencing an institution decision (including selection of licensees and other decisions made in the course of commercializing institution technology) in which they have a personal financial interest. Certain specific actions may be taken, however, consistent with Board policy, institution policy and State law, to allow participation in the licensing process by such inventors. An inventor's expectancy of receiving money or equity as inventor share under the institution Patent Policy is not a disqualifying financial interest.

For institutions who have a personal financial interest in potential licensees, this situation can be readily managed by having the invention case assigned for management to another institution without a financial interest. For inventors who have a personal financial interest in potential licensees, another individual with appropriate scientific and technical background may be able to carry out the duties and responsibilities typically handled by the inventor. In both cases, personal disqualification requirements would need to be satisfied under Board policy, institution policy and State law.

Institution inventors, however, may not be able to reasonably remove themselves from involvement in the process under disqualification requirements as their expertise and input may be essential to successful technology transfer. It may be necessary for the inventor to work

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closely with the institution and with potential licensees, or involve themselves in companies that are potential licensees, with the objective of commercializing institution inventions, even when they have a personal financial interest. It is in this context, when the inventor is involved in the process, that the selection of a licensee and other commercialization decisions may have the potential to raise concerns about conflicts of interest. Some inventor contributions to the licensing process are primarily technical advice and do not constitute "participation in" or "attempting to influence" a licensing decision under State conflict of interest law. They are called "ministerial." An action is ministerial, even if it requires considerable expertise and professional skill, if there is no discretion with respect to the outcome. Thus an inventor can provide technical or scientific information about an invention where necessary without being considered to be participating in a licensing decision. This exception, however, does not apply to technical tasks such as most data gathering or analysis in which the inventor makes professional judgments which can affect the ultimate decision in question.

Therefore, the institution and inventor(s) should discuss: i) the disqualification option; ii) an approach to and level of inventor involvement in the technology transfer process; iii) compliance with Board policy, institution policy and State law concerning potential conflicts of interest; and (iv) where helpful, these institution Licensing Guidelines.

In general, the role in the technology transfer process of any inventor who has a personal financial interest in a potential licensee should be kept to the minimum necessary to successfully achieve the institution's objectives in patenting, marketing, and licensing. When an inventor has a personal financial interest in a potential licensee and does not fully disqualify him or herself from involvement in the process, an independent substantive review (Licensing Decision Review - LDR) and recommendation concerning the licensee selection and other licensing decisions is required. Thus, both the institution and the inventor should understand that the extent to which the inventor is involved in the technology transfer process may be a factor in the considerations and ultimate recommendations of the LDR body. The LDR body, composed of one or more qualified individuals with appropriate expertise, knowledge and professional judgment, must independently check the original data and analysis upon which recommendations for the selection of licensees and for other licensing determinations were made by the institution and make its own independent recommendations concerning those decisions. The LDR may be performed by the a institution committee responsible for review and management of conflicts of interest; such committee, when undertaking an LDR, should have the expertise, knowledge and professional judgment required of the LDR body under these Guidelines.

The institution must ensure that disclosure and management of potential inventor conflicts of interest are handled in accordance with institution policy. By doing so, the institution can help ensure that the inventor may continue to participate in the technology development process while remaining in compliance with institution policies and State law in this area. Future issues may arise, such as an inventor's desire to bring technology back to the institution for further testing, development, and purchase for use in the lab as the licensee further develops the technology. If the institution becomes aware of such issues, the institution should ensure that other institution officials impacted by such activities on the part of the inventor (e.g., procurement, C&G office, Conflict of Interest review board, etc.) are educated about the rationale and processes needed for a successful technology transfer program.

9. Technology-specific Considerations

The following guidance supports a general understanding of the objectives, practices and issues involved in the institution licensing program with respect to specific technologies. The licensing strategies described herein are not intended to be applied in an absolute or mechanical manner. Each licensing decision is unique and a matter of professional judgment. The institution's ALOs retain complete discretion in choosing the appropriate licensee and technology management strategy for its technologies.

9.A. Research Tools

In determining an appropriate licensing strategy for an invention that is used primarily as a research tool, the institution should analyze if further research, development and private investment are needed to realize this primary usefulness. If it is not, publication, deposition in an appropriate databank or repository, widespread non-exclusive licensing, or electing not to file a patent application may be the appropriate strategy. Where private sector involvement is necessary to assist in maintaining (including reproducing), and/or distributing the research tool, where further research and development are needed to realize the invention's usefulness as a research tool, or where a licensee has the ability to enhance the usefulness, usability, or distribution of the research tool, licenses should be crafted with the goal of ensuring widespread distribution of the final research tool to the research community. Any such license should also contain a provision preserving the institution's ability to continue to practice the licensed invention and allow other educational and non-profit institutions to do so for educational and research purposes. If carefully crafted, exclusive licensing of such an invention, such as to a distributor that will sell the tool or to a company that will invest in the development of a tool from the nascent invention, could support the institution's objectives.

One particular concern is royalties assessed on sales of products that are developed using (directly or indirectly) an institution invention that is a research tool ("reach-through" royalties), rather than assessed on products actually incorporating the institution invention. The institution should note that reach-through royalties may impede the scientific process or create unreasonable restrictions on research and therefore generally should be avoided. Licensing of research tools should encourage prompt and broad access through a streamlined process. For NIH-funded inventions, see the NIH "Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources."

9.B. Global Health

While many of the licensing strategies discussed below are presented in the context of global health issues, such strategies are equally applicable to other current and future emerging technologies that can be used to support humanitarian efforts in underprivileged populations (e.g., clean water, sustainable sources of energy, food sources, etc.).

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As innovative healthcare technologies are discovered and, after meeting extensive development and regulatory hurdles, introduced as publicly available therapeutic or diagnostic products, the ability of underprivileged populations to access and afford these technologies may be constrained by price or distribution. In particular, healthcare and agricultural products may not be readily accessible and affordable to the world's poorest people in developing countries and as a public institution striving to uphold its public benefit mission, the institution should consider such public benefit and broad societal needs when developing licensing strategies for such technologies.

Developing "successful practices" is an evolving process, particularly for an issue as complex as balancing access by developing countries to biomedical products with ensuring timely and appropriate development and commercialization of the product. Such practices demand creative and flexible rather than rigid approaches. Entirely new business models coupled with nuanced intellectual property management strategies may be needed to produce the desired outcomes. Each situation is unique and must be addressed based on its own fact pattern to encourage licensees to make the substantial and risky investment necessary to develop biomedical products. Without appropriate and timely investments, the healthcare technology may never be developed into a product, thus eliminating access by all patients. A prescriptive approach may discourage licensees because of a perceived need to overcome too many obstacles in product development. Institutions frequently need to balance conflicting objectives and must be able to make compromises in the interest of moving a technology forward.

As part of the institution's public benefit mission, the institution should carefully consider patenting and licensing strategies that promote access to essential medical and agricultural innovations in developing countries. Although a multitude of downstream factors may affect the accessibility and affordability of essential technologies in developing countries, e.g. healthcare infrastructure, poverty, food security, international treaties and laws, sanitation, energy, and political stability, it remains possible for the institution to impart a profound life- changing impact in the developing countries through humanitarian patenting and licensing strategies.

One patenting strategy that the institution and its licensee might pursue is to limit patent protection to those developed countries with a healthcare infrastructure that can afford the healthcare products and not seek patent protection in developing countries thereby allowing other manufacturers to freely practice the technology. Some examples of alternate licensing strategies to consider could be: (i) inclusion in a license agreement of mechanisms to allow third parties to create competition that affects or lowers prices in developing countries, create incentive mechanisms for widespread distribution of the licensed product, or reserve a right for the institution to license third parties under specific humanitarian circumstances, (ii) inclusion of license terms requiring mandatory sublicensing to generic or alternative manufacturers in a developing country or a program that requires the distribution of the healthcare product at low or no cost to underprivileged populations with assurance that the licensee will continue to develop, manufacture and distribute the product to all such populations; and (iii) inclusion of uniquely crafted diligence provisions or other creative pricing tied to the patient's ability to afford the technology that are consistent with sponsor's march-in rights provision (if applicable).

Financial terms for products that address diseases that disproportionately affect developing countries should, where possible, facilitate product availability in the country of need. At a minimum,

the financial terms should recognize the low profitability of such products. The institution could also consider foregoing royalties on products distributed in such countries or requiring the licensee to sublicense other companies if the licensee is unwilling to invest in the development of a product distribution network within that country.

To be most effective in promoting global health, the institution needs to pursue creativity and consider a wide variety of patenting and licensing strategies, since the most impactful approach in one situation may fail in others. Prescriptive guidelines dictating limited strategies could be particularly detrimental to achieving the institution's goals of public benefit. Creative patenting and licensing strategies addressing global health should focus on effectiveness and should aim to achieve the greatest impact worldwide.

9.C. Software

Because of the cross-over of software and other digital media between the patent and copyright policies, licensing of these technologies are less straight-forward than simple patent or copyright licenses. In addition, under institution Copyright Policy, an institution may have implemented procedures and supplementary local policies regarding licensure, disposition of royalty income, and other rights related to copyrights. As such, copyright licensing practices will vary from institution to institution.

9.D. Diagnostics

Licensing clinical diagnostics technologies, regardless of type (genetic or otherwise), should balance the need of the licensee to achieve a fair return on investment with the public's need to have the test as broadly available as possible, including enabling patients to obtain a second opinion by accessing the test from an alternative provider. Licenses should also reserve the right for the academic community to use the diagnostic for research purposes, including studying and independently validating the test and employing it to advance medical research. The institution will need to take into account that licensees can elect to commercialize the technology (i) as an FDA-approved kit sold to end-users, (ii) as a testing service business using an in-house Laboratory Developed Test (LDT) subject to the Clinical Laboratory Improvement Amendments (CLIA) of 1988 administered by the Centers for Medicare and Medicaid Services, or (iii) a sequential combination of (i) and (ii) whereby the licensee initially enters the market to generate near-term revenue with an LDT-based testing service and subsequently obtains market approval via the costlier and lengthier FDA review process to market a kit for sale. Licensors that have academic medical centers need to structure their licenses to take into account the needs of their own clinical laboratories to insure affordable access to the licensee's FDA-approved kit or to have the right to provide an LDT in their CLIA labs (either as a carve-out or an affordable sublicense from the licensee).

For markets that can reasonably support two diagnostics developers (e.g. melanoma), the institution should consider co-exclusive licensing. However, for more limited markets, in order to assure maximum availability and multiple sources, the institution might consider such approaches as (i) a time-limited exclusive license that automatically converts to a nonexclusive license after several years, or (ii) a license grant for the exclusive right to sell and a non-exclusive right to make and use the

patented technology. In this way the licensor can be the sole provider of an FDA-approved kit while clinical labs that cannot afford the kit can still serve patient needs with their own LDTs.

Lastly it is important to appreciate that whereas a single-source provider of an FDA-approved kit provides patients with a uniform, consistent product, LDTs developed by different clinical labs (commercial and academic) may vary in performance quality and have different degrees of false-positive and false-negative results. Thus a given patient's diagnostic outcome could vary depending on which CLIA lab performs the test.

However, insuring test availability from more than one source can mitigate the variability from center-to-center.

9.E. Genetic Resources/Traditional Knowledge

Country laws or international treaties may influence licensing decisions where inventions are derived from genetic resources or traditional knowledge. The institution should investigate all project sponsored or collaborative research agreements, including material transfer agreements, to identify if any genetic resource or traditional knowledge was used in making the invention and if any specific requirements apply to the use of such resources. In some situations, the requirement may be attached to a collection permit or a visa document.

Even in the absence of such laws, treaties or contractual requirements, the institution should carefully consider biodiversity issues and negotiate individual agreements that recognize the origin or source of the material. Where possible, such agreements should consider benefit sharing arrangements with indigenous and custodial communities or governments in consideration for access to such biological material or traditional knowledge.

9.F Emerging Technologies

Over time, whole new fields of technology and innovation will emerge that will raise new issues for consideration. As with any emerging technology area, the evolution of "successful practices" will require careful and conscientious decisions that may vary from previously released guidance. The institution should thoughtfully consider how best to address these emerging issues so as to optimally manage institution-developed technologies for public benefit.

10. Assignment of Ownership of Institution Intellectual Property

Under certain circumstances, the institution may be required by federal law to assign rights in institution intellectual property to the federal government. In those instances when the institution determines that it is not interested in pursuing protection and commercialization, the institution may also find it necessary, under federal law and institutional policy, or desirable, in the absence of legal or contractual requirements, to assign rights in institution intellectual property to the original institution inventor(s) or author(s). In such cases, the assignment of institution intellectual property is considered appropriate. These Guidelines presume, however, that licensing is the most appropriate mechanism for commercialization of the public asset that is the

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institution's intellectual property. Except with respect to assignments to those board-approved research foundations affiliated with the institution, assignment of institution intellectual property to a third party, for commercialization or use by the third party, should be a rare occurrence. Any such assignment should be negotiated on a case-by-case basis, dependent on unique circumstances that demonstrate that a license is not appropriate, and should be made only with the approval of the institution president, or his or her designee. In no case should the institution make a present assignment of future rights in institution intellectual property.

UI FACULTY-STAFF HANDBOOK
CHAPTER FIVE:
RESEARCH POLICIES

July 2014

5300

**COPYRIGHTS, PROTECTABLE DISCOVERIES AND OTHER INTELLECTUAL
PROPERTY RIGHTS**

PREAMBLE: This section outlines UI policy concerning copyrights, as they arise from university research. Particularly this section discusses the assignment of ownership to such copyrights. This section was part of the 1979 Handbook but was revised in a significant way 1) in July of 1992 to reflect changes in applicable federal law, 2) in January of 1995 by the addition of subsection C-5 to reflect the change in the Regents' intellectual property and conflict of interest rule (former IDAPA 08.01.09.101.03c), and 3) in 2007 to update terminology and add clarity to the rights and obligations of the University and of its employees and students in dealing with intellectual property, and in 2008 edited to reflect the restructuring of technology transfer functions from Idaho Research Foundation to the Office of Technology Transfer. In 2009 revisions were made to B-2 to comply with federal law. Unless otherwise noted, the text is as of July 1996. This policy was revised in July of 2014 for consistency with the revised intellectual property policy of the Board of Regents of the University of Idaho. For more information, contact the Research Office (208-885-6651). [ed. 7-98, rev. 2-07, 4-08, 7-09, 07-14]

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- G. Present Assignment of Rights in Intellectual Property

A. INTRODUCTION. The UI encourages the creation of scholarly works as an integral part of its mission. UI participation in the development, marketing, and dissemination of educational materials has as its aim the improvement of the quality, effectiveness, and efficiency of student learning and of faculty and staff development. The UI recognizes its obligation to transfer technology and useful discoveries to society. With respect to all types of intellectual property, the rights and obligations of UI, its employees and students and other third parties shall be governed by this policy. To the extent permitted by this policy, individuals may enter into contracts with UI to address intellectual

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property, in which case the contract terms shall control, provided that the contract was entered into in a manner consistent with this policy.

A-1. DEFINITIONS. For purposes of this Section 5300 and Section 5400, the following terms shall have the following meanings:

- a. “electronic” shall mean relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- b. “written” or “in writing” shall include information created, generated, sent, communicated, received, or stored by electronic means, including without limitation email, telecopy, and facsimile transmissions.
- c. “natural person or persons” means natural person or persons involved in the creation or development of intellectual property.
- d. “designated agent” means the person or entity acting on behalf of the UI, within the scope of and under authorization through a written agreement between the person or entity and UI, to protect, commercialize, other otherwise transfer rights in intellectual property subject to this policy and to, as authorized by the UI, to enforce rights in such intellectual property. A designated agent of the University may include, by way of example and not limitation, a UI-affiliated foundation approved by the Regents of the University of Idaho and acting under an operating agreement between UI and the foundation.

B. COPYRIGHTS. UI participation in the development of copyrightable works raises questions concerning the ownership and use of materials in which UI has become an active and intentional partner through substantial investment of resources. This policy is established to clarify the rights of the natural person or persons and the UI regarding ownership and use of copyrightable materials in the absence of a valid written agreement between the natural person or persons and UI. The UI acknowledges the right of faculty and staff members and students to prepare and publish certain materials that are copyrightable in the name of the natural person or persons and that may generate royalty income for the natural person or persons.

B-1. Coverage. The types of materials to which this policy applies include:

- a. Study guides, tests, syllabi, bibliographies, texts, books, and articles.
- b. Films, filmstrips, photographs, slides, charts, transparencies, illustrations, and other visual aids.
- c. Programmed instructional materials.
- d. Audio and video recordings.
- e. Simultaneously recorded live audio and video broadcasts.

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f. Dramatic, choreographic, and musical compositions.

g. Pictorial, graphic, and sculptural works.

h. Computer software, including computer programs, procedural design documents, program documents, and databases as defined below: *[ed. 7-00]*

(1) “Computer program” means a set of instructions that direct a computer to perform a sequence of tasks.

(2) “Procedural design document” refers to material that describes the procedural steps involved in the creation of a computer program.

(3) “Program document” refers to material created for the purpose of aiding the use, maintenance, or other interaction with a computer program.

(4) “Data base” means a collection of data elements grouped together in an accessible format.

i. Other copyrightable materials, including materials generated in the production of any of the above works.

B-2. Assignment of Ownership. UI employees and students retain all rights in the copyrightable materials they create except in the cases of “UI-Sponsored Materials” as defined in Subsection B-2-b below, materials subject to grant of a non-exclusive license to UI for public access as described in Subsection B-2-c below, materials covered by a Grant or Contract as discussed in Subsection E below, and materials covered by a valid written agreement between the natural person or persons and the UI as discussed in Subsection B-5 below. Faculty members, staff members, and students shall, consistent with Subsection G, assign rights in copyrightable materials claimed by UI under the above-identified exceptions and shall co-operate with reasonable requests from UI for the creation of any documents and records needed to vest and memorialize UI’s rights, if any. *[rev. 7-09]*

a. Retention of Rights. Except as otherwise provided in Subsection B-2, above,, the natural person or persons retain the rights to: (1) copyrightable works produced while on sabbatical leave; (2) study guides and similar works; and (3) works prepared as part of the general obligation to produce scholarly or other creative works of the natural person or persons, such as, but not limited to articles, books, musical compositions, and works of art. *[rev. 7-09]*

b. UI-Sponsored Materials. Materials are “UI-Sponsored Materials” within the meaning of this policy, and shall be and are assigned to UI consistent with Subsection G, if the natural person or persons: (1) prepared the work as part of his or her employment duties at UI, excluding those traditional scholarly or other

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creative works identified in B-2-a; (2) was specially ordered or commissioned in writing by UI or one of its distinct units to develop the work; (3) received extra pay from UI to prepare the specific materials pursuant to a valid written agreement providing that the extra pay is consideration for the preparation of the specific materials; (4) received release time from regular duties, not including sabbatical leave, to produce the specific materials; or (5) made “substantial use” of UI resources in the creation or development of the specific materials, provided however that the use of UI resources openly available to the public shall not be considered “substantial use” of UI resources.

c. University Non-exclusive License for Public Access. In order to permit UI to comply with public access mandates established by federal law or federal agency or university policy (e.g. the National Institutes of Health Public Access Policy, Division G, Title II, Section 218 of PL 110-161 [Consolidated Appropriations Act, 2008]) and related terms and conditions of research agreements, UI employees and students accepting research grants or contracts from, and conducting research from United States federal agencies do hereby grant UI an irrevocable, non-exclusive, non-transferable, non-commercial, royalty-free license in copyrightable materials produced as a result of such research, such license to be used solely to comply with public access mandates. This grant of non-exclusive license is deemed by UI to be a special arrangement for federal grants and contracts, per Subsection E below, and is not subject to the disposition of rights described in B-2-b or to negotiation under Section B-5 below. *[add. 7-09]*

B-3. UI Administration of UI Sponsored Materials. Absent a valid written agreement otherwise, UI Sponsored Materials are to be registered in the name of the Regents of the University of Idaho or its’ assignee. UI, through the provost or his or her designee, has the right to file registrations of UI Sponsored copyrightable works. Additionally, UI, through the provost or the provost’s designee, may market, protect, transfer, convey, license, or otherwise derive income from University-Sponsored Materials. The provost, or designee, shall undertake evaluation, protection, transfer, and commercialization of UI Sponsored Materials consistent with this policy and the policies of the Board of Regents of the University of Idaho, including but not limited to Idaho State Board of Education Policy Section V. Financial Affairs, Subsection M. Intellectual Property and the related Idaho State Board of Education Institution Technology Licensing Guidelines. In light of the university’s educational mission and its role in the creation of the copyrightable materials, when entering into agreements to transfer, convey, or license the copyrightable works, the university may retain an irrevocable, non-exclusive, non-transferable, royalty-free license in University-Sponsored Materials.

B-4. Royalties and Income.

a. Out of the gross receipts from royalties and other income from sale or licensing of UI Sponsored Materials, the UI, college, department, other unit, or UI’s

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designated agent may recover reasonable expenses that it incurred in the development, marketing, or dissemination of the materials.

b. Absent a valid written agreement to the contrary, the net proceeds are distributed as follows: 40 percent to the natural person or persons, 40 percent to UI or its designated agent, and 20 percent to the college or service unit of the natural person or persons. In the event that any UI Sponsored Material is a jointly authored work, the portion of the net proceeds allocated to the natural person or persons, 40 percent, shall be divided among the original authors of the UI Sponsored Material and the portion of the net proceeds allocated to the college or service unit of the natural person or persons, 20 percent, shall be divided among the appropriate colleges and/or service units. At least half of the share allocated to the college or other unit is given to the department of the natural person or persons for use in furtherance of its goals.

c. Allocation and distribution of any royalties or other income from a jointly authored work constituting UI Sponsored Material and to which ownership vests in UI and another third party shall be made in accordance with a written agreement between UI and the third party. UI's portion of royalties or other income distributed to UI pursuant to such an agreement shall be distributed within UI following the schedule set forth in Section B-4(b), unless subject to a prior agreement between UI and the UI original author(s) of such works.

B-5. Written Agreements.

a. The provost, or designee, represents UI in negotiating agreements with the natural person or persons pursuant to this policy. The natural person or persons who authored the copyrightable material may negotiate with the provost and arrive at a mutually agreeable contract. The provost consults with the dean or departmental administrator of the department of the natural person or persons in drafting these agreements. (For purposes of this policy, "dean" includes persons with equivalent administrative capacities.)

b. Valid written agreements concerning copyright ownership, use of copyrighted materials, and distribution of royalties and income from copyrightable works which are entered into by one or more natural person or persons and the provost, or designee, supersede the provisions of this Section 5300. ' To be valid, such agreements must (1) comply with the terms of any relevant Grants or Contracts as discussed in Subsection E below, (2) comply with the policies of the UI Board of Regents, and 3) comply with Idaho state and federal law. *[rev. 4-08]*

c. The provost, or designee, represents UI in negotiating and exercising agreements with third parties with respect to the transfer and/or commercialization of UI Sponsored Materials.

B-6. Use of UI-Sponsored Materials. Use of UI Sponsored Materials under this policy is subject to the following conditions:

a. For as long as any natural person or persons involved in the creation or development of UI Sponsored Materials remains a UI employee or student, such natural person or persons may, in a professionally appropriate manner, propose revisions of the material.

B-7. Protection.

a. Allegations of unauthorized use or copyright infringement of UI Sponsored Materials should be made to the Intellectual Property Committee for investigation. The committee will recommend appropriate action to the provost.

b. If such action is initiated by UI alone or in concert with the natural person or persons, the costs are borne by UI or UI's agent. Proceeds from the action in excess of costs are shared as provided in Subsection B-4-b.

c. If the natural person or persons involved in the creation or development of the allegedly infringed intellectual property desires to institute a suit and UI decides not to act, UI will co-operate either by assigning to the natural person or persons such rights as are necessary for the natural person or persons to pursue redress or by some other reasonable method acceptable to UI. The costs of the suit will be born by the natural person or persons desiring to sue, who will also obtain any monetary relief obtained from the alleged infringer due to the prosecution of the suit.

B-8. Liability. Defense of claims against UI employees arising from creation, development or use will be governed by the Idaho Tort Claims Act.

B-9. Waiver. Any person involved in the development of copyrightable materials governed by Section 5300 B waives any claim that otherwise legal use of the material by UI, its agents, employees, or distinct units, creates legal liability by UI, its agents, employees, or distinct units on any theory of indirect liability for allegedly infringing actions of third parties. *[ed. 4-08]*

C. PROTECTABLE DISCOVERIES. "Protectable Discoveries," for purposes of this Section 5300 is defined to include anything which might be protected by utility patent, plant patent, design patent, plant variety protection certificate, maskwork, or trade secret. All Protectable Discoveries made by UI employees or students at any of its facilities in the course of programs carried on by UI or made by persons in the course of working on such programs or projects under contracts or agreements with UI belong to UI. The natural person or persons involved in the creation or development of such Protectable Discoveries shall and do(es) hereby assign to UI, as required by Subsection

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G., all such (1) Protectable Discoveries, (2) applications for legal protection of such Protectable Discoveries, and (3) utility patents, plant patents, design patents, and plant variety protection certificates resulting from such Protectable Discoveries. Absent a valid written agreement to the contrary, any Protectable Discoveries made by UI employees, students, or such other natural person or persons identified above with the use of facilities (other than those resources openly available to the public) owned by UI or made available to it for project or research purposes are deemed to have been made in the course of working on a research program or project of UI.

C-1. Ownership by Other Than UI. A Protectable Discovery conceived and reduced to practice by a natural person or persons wholly on his or her own time outside of his or her duties at UI and without the use of UI facilities (other than those resources openly available to the public) belongs to that natural person or persons, even though it falls within the field of competence relating to the person's UI position. This provision also allows any Protectable Discovery made by a natural person or persons in the course of private consulting services carried out by the person in conformance with the UI's policy on professional consulting and additional workload [see 3260] to be assigned to the consulting sponsor.

C-2. UI Processes. All Protectable Discoveries made by a natural person or persons in the course of working on a UI research program or project must be submitted to the Office of Technology Transfer (OTT). If a Protectable Discovery is accepted by OTT for development, management, marketing, licensing, or assignment in any manner for the purposes of this policy, OTT must ensure that such property is conveyed, assigned, or transferred to UI. OTT shall have full power to manage such rights and to enter into contracts and licenses concerning such rights, including the right to join in agreements with other nonprofit intellectual property-management entities. At its discretion, UI shall, through OTT, initiate and control the prosecution of patents on or otherwise secure the legal protection of Protectable Discoveries subject to assignment to UI under this policy. OTT shall be responsible for financing associated with such Protectable Discoveries, including but not limited to the payment of legal fees associated with the prosecution and/or protection of such Protectable Discoveries. In those circumstances in which OTT decides to seek legal protection for Protectable Discoveries, OTT shall provide direction to and shall be responsible for payment of legal counsel engaged by UI. OTT may, however, enter into alternate arrangements for legal protection of Protectable Discoveries by third parties, through written agreement with such third parties. OTT shall undertake protection and commercialization of Protectable Discoveries consistent with this policy and the policies of the Board of Regents of the University of Idaho, including but not limited to Idaho State Board of Education Policy Section V. Financial Affairs, Subsection M. Intellectual Property and the related Idaho State Board of Education Institution Technology Licensing Guidelines. *[rev. 7-97, 7-06, 4-08]*

- a. Upon submission of intellectual property to OTT, OTT must make a formal written decision to pursue commercialization for that property within three months.

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If OTT does not file for protection of the intellectual property within eighteen months of the date the disclosure was submitted, the rights shall be evaluated for return to the inventors. If OTT submits a provisional patent application for intellectual property protection, a “full” and non-provisional patent application must be submitted within nine months of the date of the submission of the provisional patent. *[add. 7-97; ed. 7-98, rev. 4-08]*

b. The OTT shall submit semi-annual reports, as long as UI owns the property, to both the inventor/natural person or persons of and to the college or center where the inventor(s) are located. The report will include on 1) the status of the application until such time that protection is granted, 2) the marketing activities for the property being serviced, and 3) an accounting for funds received from the property. In the event that OTT has been unsuccessful in transferring a property or filing a patent application within three years after its first acceptance, OTT must notify the college or center and inventor(s) in writing. *[add. 7-97, rev. 7-06, 4-08]*

c. If OTT determines not to pursue commercialization of a Protectable Discovery, the University may elect, subject to controlling federal law, including but not limited to 37 CFR 401 (“Bayh-Dole”), to reconvey, assign and transfer the Protectable Discovery to the natural person or persons (inventors) involved in the creation of the intellectual property. *[rev. 4-08]*

d. OTT may, in furtherance of the dissemination, use, or commercialization of UI Protectable Discoveries, engage in a range of activities including but not limited to: granting exclusive or non-exclusive licenses; assigning rights in Protectable Discoveries; entering into contracts with third parties to provide controlled access to information concerning Protectable Discoveries, materials closely related to Protectable Discoveries, or Protectable Discoveries; negotiating for acceptance of an equity interest by the Idaho Research Foundation in a company licensing a Protectable Discovery; offering guidance with respect to business planning; or making University facilities available for further development of licensed UI Protectable Discoveries or business incubation, subject to contract.

C-3. Proceeds. OTT will make provision to share the net proceeds, management, and licensing of any Protectable Discovery as follows: *[ed. 4-08]*

a. Legal and development expenses incurred by OTT will be reimbursed first out of the net proceeds, prior to any distributions. *[rev. 4-08]*

b. Absent a valid written agreement to the contrary, the net proceeds in excess of legal and development expenses shall be distributed as follows: 40 percent to the natural person or persons; 40 percent to OTT; and 20 percent to the college or service unit of the natural person or persons. At least half of the share allocated to the college or other unit is given to the department of the natural person or persons for use in furthering its goals. *[rev. 4-08]*

C-4. Ownership Questions. Questions as to the ownership of a Protectable Discovery or division of proceeds between persons involved in development of such discoveries and departments are referred in the first instance to the Intellectual Property Dispute Committee. The disputes will be decided in accordance with Section 5300(D).

D. DISPUTE RESOLUTION. From time to time, disputes will inevitably occur concerning ownership of the intellectual property (copyrights and Protectable Discoveries) contemplated in this Section 5300. Resolution of such disputes shall be achieved by the following procedure:

D-1. Intellectual Property Dispute Committee. The Intellectual Property Dispute Committee (IPD Committee) shall be an Ad Hoc Committee formed when necessary by appointments made by the Provost, in consultation with the Chair of Faculty Senate and the President of the Graduate and Professional Student Association (GPSA). Normally the IPD Committee shall be composed of five faculty members and two graduate students. The Provost shall appoint the chair from among the faculty members. In the event the GPSA shall fail to appoint one or more student members, the IPD Committee may nonetheless be formed by the Provost and conduct business without the GPSA student representatives. *[ed. 1-10]*

D-2. Recommendation by the Intellectual Property Dispute Committee. The IPD Committee considers, investigates, and makes recommendations toward resolution of disputes concerning (1) ownership of copyrightable materials and Protectable Discoveries, and (2) allegations or unauthorized use or copyright infringement of UI Sponsored Materials. It reviews all relevant evidence submitted to it before making its recommendation to the provost. The IPD Committee's recommendation is to be made no later than 60 days after receiving the matter for consideration. The IPD Committee's recommendation is determined by a majority of all its members voting by secret ballot at a meeting at which over one-half its appointed members are present. No member may participate in any matter in which his or her ownership rights are being determined.

D-3. Decision by the Provost. After receiving the recommendation of the IPD Committee, the provost makes a decision concerning ownership or infringement. The provost's decision is made no later than 30 days after receiving the IPD Committee's recommendation. That decision is transmitted in writing to the natural person or persons and to his or her departmental administrator and dean.

D-4. Appeal of the Decision of the Provost. The decision of the Provost may be appealed to the President of the University. Further appeals shall be made as from any other decision of an administrative body under the laws of the State of Idaho in effect from time to time.

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E. SPECIAL ARRANGEMENTS. Nothing in this policy shall prevent UI from accepting research grants from, and conducting research for, agencies of the United States upon terms and conditions under applicable provisions of federal law or regulations that require a different disposition of rights in any form of intellectual property. Moreover, nothing herein shall prevent cooperative arrangements with other agencies of the state of Idaho for research. Where receipt of a grant in support of research from any nonprofit agency or group may be dependent upon acceptance of terms and conditions of the established intellectual property policy of the grantor that differ from those stated herein, UI may specifically authorize acceptance of such grant upon such terms and conditions. UI may also specifically authorize contractual arrangements with an industrial sponsor for different disposition of rights in any form of intellectual property resulting from its sponsored research. UI may assign and license intellectual property rights to any organization, company, or commercial entity, regardless of whether that organization, company, or commercial entity is a sponsor. Provided however, that the terms of any such contractual arrangements must comply with the policies and guidelines of the SBOE and with Idaho state and federal laws.

F. RECORD-KEEPING. See Section 5500 for record-keeping procedures that are recommended in order to safeguard the property rights of UI or the faculty member in research and potentially patentable results.

G. PRESENT ASSIGNMENT OF RIGHTS IN INTELLECTUAL PROPERTY. All intellectual property to which UI claims ownership by this policy shall belong to UI, and UI employees, students, and other persons subject to this policy do hereby assign to UI all rights, including future rights, in intellectual property to which UI claims ownership by this policy or as otherwise required by policy of the UI Board of Regents, and in any related application for legal protection of such intellectual property. Any person assigning intellectual property to UI subject to this Section G. shall cooperate fully with UI in preserving, perfecting, and protecting legal rights associated with such assigned intellectual property. Such cooperation may include, but is not limited to the execution, of confirmatory assignment to the University of particular intellectual property.

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**University of Idaho Intellectual Property Policy (FSH 5300) Compliance
with SBOE Intellectual Property Policy (SBOE V.M.) Requirements**

SBOE Policy Requirement	UI Policy Section(s)
SBOE V.M. 2(d): Institutional policies setting out technology transfer administration, including evaluating, financing, assignment, marketing, protection, and the division and use of royalties, as well as amendments thereto, must be submitted to the Board for its review and approval.	
Technology transfer administration	Copyrightable Works: FSH 5300 B-3, B-4, B-5; Protectable Discoveries: FSH 5300 C-2.
Evaluating	Copyrightable Works: FSH 5300 B-3 Protectable Discoveries: FSH 5300 C-2, C-2(a)
Financing	Copyrightable Works: FSH 5300 B-3 Protectable Discoveries: FSH 5300 C-2
Assignment	Copyrightable Works: FSH 5300 B-2, B-2(b), B-3, B-5, B-7; Protectable Discoveries: FSH 5300 C, C-2, C-2(c), C-2(d). FSH 5300 G.
Marketing	FSH 5300 C-2
Protection	Copyrightable Works: FSH 5300 B-3, B-7; Protectable Discoveries: FSH C-2
Division of Royalties	Copyrightable Works: FSH 5300 B-4; Protectable Discoveries: FSH 5300 C-3.
SBOE V.M. 4(b)(i): The name of the institutional position (or office) with the authority and responsibility for carrying out the policy and binding the institution contractually.	Copyrightable Works: FSH 5300 B-3 [Provost]; Protectable Discoveries: FSH 5300 C-2 [Office of Technology Transfer].
SBOE V.M. 4(b)(ii): Policy and plans for patent acquisition (i.e., who initiates, who pays the lawyers, and an enumeration of the duties, responsibilities, and a process for settling debates).	Protectable Discoveries: FSH 5300 C-2 [Office of Technology Transfer]; FSH 5300 D [Dispute Resolution].
SBOE V.M. 4(b)(iii): The range of allowable institutional involvement in the transfer process (i.e., from licensing to acceptance of institutional ownership interests, continued development in institutional facilities for the benefit of the licensee, business planning or production assistance).	Copyrightable Works: FSH 5300 B-3; Protectable Discoveries: FSH 5300 C-2, C-2(d)
SBOE V.M. 4(b)(iv): The requirement that institution employees and other persons subject to this Board policy make a present assignment to the institution of rights, including future rights, in intellectual property to which the Board claims ownership by this policy and/or the institution claims ownership by its institutional policy and in any related applications for legal protection of such intellectual property.	FSH 5300 G.

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Boise State University
Effective Date: July 1, 1990

University Policy # 1090
Revised: July 1, 1995
September 27, 2004
2014

A. **COPYRIGHTS, PROTECTABLE DISCOVERIES AND OTHER
INTELLECTUAL PROPERTY RIGHTS**

Purpose:

To establish ownership of copyrights, protectable discoveries and other intellectual property rights and to provide guidelines for the distribution of income received for the sale of those works. While the university claims ownership of intellectual property on behalf of the State Board of Education, the underlying purpose of such claim of ownership is to foster and advance the development of intellectual property through rigorous scientific investigation and research, and to develop, acquire and license intellectual property for the economic growth and development of Idaho and the nation.

Additional Authority:

Idaho State Board of Education Governing Policies and Procedures §V.M.
University Policy #1110 (Conflict of Interest and Commitment)
Idaho State Board of Education Institution Technology Licensing Guidelines

Scope:

Faculty, Staff, Students and Student-Employees.

Responsible Party:

Division of Research and Economic Development, 426-5732
Provost and Vice President for Academic Affairs (the Provost), 426-1212

Definitions:

Computer Program - A set of instructions that direct a computer to perform a sequence of tasks.

Copyrightable Works - Anything protectable by copyright, such as:

1. Study guides, tests, syllabi, course materials, bibliographies, texts, books, and traditional scholarly publications.
2. Films, filmstrips, photographs, slides, charts, transparencies, illustrations, and other visual aids.
3. Programmed instructional materials.
4. Audio and video recordings.

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5. Simultaneously recorded live audio and video broadcasts.
6. Dramatic, choreographic, and musical compositions.
7. Pictorial, graphic, and sculptural works.

However, Computer software, including computer programs, procedural design documents, program documents, and databases as defined below shall be treated for purposes of this policy as a Protectable Discovery and not as Copyrightable Works.

Course Materials - Any materials prepared by an instructor for use in teaching a course offered by Boise State to its students, including lectures, lecture notes, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, examinations, web-ready content and educational software. These exclude University-Sponsored Materials and University-Directed Materials.

Database - A collection of data elements grouped together in an accessible format.

Electronic - Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

'Employee' or 'Employees' – Faculty, staff, or student-employees of the university.

Natural Person(s) - Individuals or business entities involved in the creation, invention or development of intellectual property. This term is construed broadly as including producers of creative works in the arts and sciences and creators of literary or scholarly writing.

Net Proceeds - The gross receipts from royalties and all other income from the license, option, sale, lease or rental of Intellectual Property minus (a) the monies specifically directed within the license, option, sale, lease or rental agreement for additional sponsored research or development activities and (b) the amount recovered by the university for reasonable expenses incurred in the development, marketing, protection, registration or dissemination of the materials, including legal expenses.

Procedural Design Document - Material that describes the procedural steps involved in the creation of a computer program.

Program Document - Material created for the purpose of aiding the use, maintenance, or other interaction with a computer program.

Protectable Discoveries - Anything that might be protected by utility patent, plant patent, design patent, plant variety protection certificate, maskwork, or trade secret and

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computer software, including computer programs, procedural design documents, program documents, and databases as defined above.

Significant Additional University Support - University assistance that does not include the mere use of library resources, workshops, or university personal computers but may include stipends, significant assistance of university-provided instructional designers or other resources not openly available to employees or students.

University-Sponsored Materials - Copyrightable materials produced by employees or students where the Natural Person(s) made use of state or university resources not openly available to members of the general public in the creation or development of the specific materials. These exclude traditional scholarly publications and Course Materials written by faculty for courses offered by the university to its students.

University-Directed Materials - Copyrightable materials produced by employees where the Natural Person(s) developed the material as part of the course and scope of their specific employment duties. These exclude traditional scholarly publications and Course Materials written by faculty for courses offered by the University to its students.

'Written' or 'in writing' – Shall include information created, generated, sent, communicated, received, or stored by electronic means, including without limitation email, telecopy, and facsimile transmissions.

POLICY

I. Policy Statement

As an integral part of its mission, Boise State University encourages the creation of scholarly works. University participation in the development, marketing, and dissemination of educational and research materials aims for the improvement of the quality, effectiveness, and efficiency of student learning and of faculty and staff development.

The university must protect the investment of public resources that provide for the development of useful discoveries while ensuring that such knowledge is utilized for the betterment of Idaho and the nation. The rights and obligations of Boise State University, its employees and students and other third parties shall be governed by this policy and Idaho State Board of Education (SBOE) Governing Policies and Procedures, including but not limited to SBOE Governing Policy §V.M., and the Idaho State Board of Education Institution Technology Licensing Guidelines with respect to all types of intellectual property.

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II. Arrangements for Federal, State, and Private Funding

Nothing in this policy shall prevent the university from accepting funding from, and conducting sponsored projects for, agencies of the United States Government upon terms and conditions under applicable provisions of federal law or regulations that require a different disposition of rights in any form of intellectual property, including Course Materials. Moreover, nothing herein shall prevent cooperative arrangements with other agencies of the State of Idaho for sponsored projects.

Where receipt of funding in support of a sponsored project from any nonprofit agency or group may be dependent upon acceptance of terms and conditions of the established intellectual property policy of the grantor that differ from those stated herein, the university may specifically authorize acceptance of such funding upon such terms and conditions. The university may also specifically authorize contractual arrangements with an industrial sponsor for different disposition of rights in any form of intellectual property, including Course Materials, resulting from a sponsored project. The terms and conditions of any of the above contractual arrangements must comply with the policies and guidelines of the SBOE and with Idaho state and federal laws.

III. Copyrightable Works

A. General Provisions

This policy clarifies the rights of Natural Person(s) and the university regarding ownership and use of Copyrightable Works. The university acknowledges the right of employees and students to prepare and publish copyrightable materials in the name of the natural person and that such publication may generate royalty income.

Employees and students retain all rights in the copyrightable materials they create except in the cases of:

1. University-Sponsored Materials,
2. University-Directed Materials,
3. Materials subject to grant of a non-exclusive license to the university for educational use or public access as described below,
4. Materials created through a sponsored project and covered by a grant, funding agreement or contract as discussed above in section II, and
5. Materials covered by a valid written agreement between the Natural Person(s) and the university as discussed below.

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Employees and students shall cooperate with reasonable university requests for any documents and records needed to vest and memorialize the university's rights.

Notwithstanding anything to the contrary in this policy, to permit the university to comply with public access mandates established by state or federal law or regulations and the related terms and conditions of sponsored activity agreements, employees and students accepting grants, funding or contracts from, and conducting sponsored research or other activities for United States Government agencies grant the university an irrevocable, non-exclusive, non-transferable, royalty-free license in copyrightable materials produced as a result of such sponsored activities.

B. Course Materials

The provisions of this section apply in the absence of a written agreement between the employee and Boise State.

1. For courses offered by the university to its students, Course Materials are not University-Sponsored or University-Directed Materials and are generally the property of the Natural Person(s). Such Natural Person(s) may use their Course Materials in any way that does not violate university or SBOE policy.
2. Occasionally, Course Materials are created with Significant Additional University Support. If a Natural Person(s) creates Course Materials with Significant Additional University Support, the Natural Person(s) retain ownership of the Course Materials, but they grant to the university a perpetual, fully paid-up, royalty-free, nonexclusive, sublicensable worldwide license to use, copy, distribute, display, perform, and create derivative works of such Course Materials. The university will share the Net Proceeds, if any, from the sublicense of these Course Materials to other academic institutions once yearly as follows: 40 percent to the Natural Person(s) and 60 percent to Boise State University.
3. If the Natural Person(s) are expressly commissioned by the university to create certain Course Materials, either as part of the required workload or in exchange for additional financial consideration, those Course Materials shall not be owned by the Natural Person(s) but shall be the exclusive property of the university and such Natural Person(s) irrevocably assign to the university all right, title and interest, worldwide to those Course

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Materials, applications for legal protection of such Course Materials and copyrights resulting from the creation of such Course Materials.

4. The Provost is responsible for the development, management, marketing, and licensing of all Course Materials for which the university claims rights under this policy, and shall have full power to manage such rights and to enter into contracts and licenses concerning such rights.

C. University-Directed Materials

University-Directed Materials are owned by Boise State University and must be registered in the name of the university. Natural Person(s) who produce University-Directed Materials irrevocably assign to the university all right, title and interest worldwide to University-Directed Materials, applications for legal protection of such University-Directed Materials and copyrights resulting from the creation of such University-Directed Materials.

University may use University-Directed Materials for any lawful purpose of the university and shall retain all income derived from the University-Directed Materials.

D. University-Sponsored Materials

University-Sponsored Materials are owned by Boise State University and must be registered in the name of the university. Natural Person(s) who produce University-Sponsored Materials irrevocably assign to the university all right, title and interest worldwide to University-Sponsored Materials, applications for legal protection of such University-Sponsored Materials and copyrights resulting from the creation of such University-Sponsored Materials.

The university may register, protect, transfer, convey, license, or otherwise derive income from University-Sponsored Materials. In light of the university's educational mission and its role in the creation of the copyrightable materials, when entering into agreements to transfer, convey, or license the copyrightable works, the university may retain an irrevocable, non-exclusive, non-transferable, royalty-free license in University-Sponsored Materials.

1. Royalties and Income

Net Proceeds derived from University-Sponsored Materials are distributed once yearly by the university, through its Division of Research and Economic Development ("Research Division") as

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follows: 40 percent to the Natural Person(s) and 60 percent to Boise State University.

2. Use of University-Sponsored Materials

Use of University-Sponsored Materials is subject to the following conditions:

- a) "Use" means use by anyone employed by the university, or attending the university as a student, while acting within the scope of their employment or academic enterprise, or any agent of the university acting within the scope of their agency, either directly or through a grant or contract, or by any university department.
- b) Use of University-Sponsored Materials for any lawful purpose of the university does not require the prior approval or notification of any of the Natural Person(s). However, for as long as any Natural Person(s) involved in the creation or development of the University-Sponsored Materials remains a university employee or student, they may propose revisions to the material in a professionally appropriate manner.

E. Waiver

Any person involved in the development of copyrightable materials governed by this policy waives any claim that otherwise legal use of the material by the university, its agents, employees or students creates legal liability by the university, its agents, employees or students on any theory of indirect liability for allegedly infringing actions of third parties.

IV. Protectable Discoveries

A. General Provisions; Irrevocable Assignment

Unless specifically provided otherwise, Protectable Discoveries are the property of Boise State University. All Protectable Discoveries, and any data or tangible materials that are associated with or embody Protectable Discoveries, discovered, developed, conceived, or reduced to practice by university employees through work performed within the scope of their duties at the university, by university employees or other persons using university resources not openly available to members of the general public, or by university employees or other persons through work performed under contracts or agreements with the university are the property of the university, effective immediately as of the time such

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Protectable Discoveries are discovered, developed, conceived, or reduced to practice. Such persons, whether university employees or other persons subject to this Subsection, irrevocably assign to the university all right, title, and interest, worldwide to Protectable Discoveries, applications for legal protection of such Protectable Discoveries, and utility patents, plant patents, design patents, and plant variety protection certificates, or copyrights resulting from such Protectable Discoveries and shall cooperate with reasonable university requests for any documents and records needed to vest and memorialize the university's rights. Protectable Discoveries made by university employees or such other persons, and for which the university does not expressly disclaim ownership under this policy, are deemed to have been made under the conditions identified above for which ownership is claimed by and all rights in such Protectable Discoveries are assigned to the university. University employees must refrain from performing any act or entering into any agreement that would impair or attempt to defeat the university's rights in any Protectable Discovery.

Protectable Discoveries made by students, and without the use of university resources beyond those associated with normal coursework, will remain the property of the students, except when a Protectable Discovery is made in the course of employment at the university, or results from work directly related to employment responsibilities at the university, or from work or research performed under a grant or sponsorship.

A Protectable Discovery discovered, developed, or conceived and reduced to practice by university employees wholly on their own time, completely outside the scope of their duties at the university, and without the use of any university facilities (other than library resources) shall belong to that person, even though it falls within the field of competence relating to the natural person's university position. Any Protectable Discovery made by a university employee in the course of private consulting services carried out by the employee in conformance with the university's policy on professional consulting may be assigned to the consulting sponsor.

B. Royalties and Income

Net Proceeds derived from Protectable Discoveries are distributed by the university once yearly through its Research Division as follows: 40 percent to the Natural Person(s) and 60 percent to Boise State University. This is done in order to foster and advance scientific investigation and research at the university and to further the development of other intellectual property in order to spur the economic growth of Idaho and the nation.

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V. University Processes

- A. The Research Division is responsible for the development, management, marketing, licensing, and financing (such as the initial payment of legal fees) associated with the protection or registration of all Copyrightable Works and Protectable Discoveries (collectively “Intellectual Property”) for which the university claims ownership under this policy, except for Course Materials. All such Intellectual Property must be disclosed to the Research Division. The Research Division has full power, responsibility, and authority to manage such rights and to enter into all contracts and licenses, including assignments, concerning such rights subject to SBOE policies and in accordance with the Idaho State Board of Education Institution Technology Licensing Guidelines.

- B. Upon disclosure of Intellectual Property to the Research Division, the Research Division will communicate, as soon as practicable, its determination of whether the university wishes to pursue commercialization and/or a patent or other legal protection. The Research Division shall make reasonable efforts to complete its review and convey its determination to the Natural Person(s) disclosing the Intellectual Property within three (3) months after receiving a full and complete disclosure of the Intellectual Property.
 - 1. If Boise State does not wish to pursue commercialization and/or patent or other formal legal protection for the Intellectual Property, the Research Division may, when allowable by any sponsored research agreements under which the Intellectual Property was disclosed, enter into a royalty-bearing license in accordance with the Idaho State Board of Education Institution Technology Licensing Guidelines for rights to the Intellectual Property with the Natural Person(s) within sixty (60) days of the date on which the determination not to pursue commercialization or formal protection of the Intellectual Property was conveyed to the Natural Person(s). In any such license, the licensee shall be responsible for all expenses, including legal expenses, relating to the Intellectual Property going forward and for the repayment of any costs and legal fees expended by the university in its prior efforts, if any, to protect or commercialize the Intellectual Property.

 - 2. If Boise State decides to pursue commercialization and/or patent or other legal protection for the Intellectual Property, the Research Division shall when reasonable:
 - a) File a patent application and/or other legal protection documents within sixty (60) days of the date on which the

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- determination to pursue legal protection for the Intellectual Property was conveyed to the Natural Person(s);
- b) Work with the Natural Person(s) to develop the terms and conditions of any license to the Intellectual Property;
 - c) Work with the Natural Person(s) to understand and communicate what reasonable expenses shall be deducted from any gross proceeds of the licensing agreement.
 - d) Not less than annually and for so long as Boise State owns the Intellectual Property, provide reports to the college or center with which the Natural Person(s) are affiliated regarding the Intellectual Property. The report will include (a) the status of any application until such time that protection is granted, (b) the marketing activities for the Intellectual Property being serviced, and (c) an accounting for funds received from the Intellectual Property. If the Research Division is unsuccessful in commercializing a property within three years after its first acceptance, the Research Division must notify the college or center in writing.
3. Boise State may, subject to state laws and to SBOE policies and in accordance with the Idaho State Board of Education Institution Technology Licensing Guidelines, negotiate terms and enter into contracts and licenses, including assignments, concerning the licensing, commercialization, or further development of Intellectual Property. This may include a grant of any or all Intellectual Property or license contract consideration to an affiliated research foundation.

VI. Protection

- A. Allegations of unauthorized use or infringement of university owned Intellectual Property should be made to the Intellectual Property Dispute Committee for investigation. The committee will recommend appropriate action to the VP for Research.
- B. If an infringement action is initiated by the university, the costs shall be borne by the university and are considered a reasonable expense of protecting the discovery. Proceeds from the action in excess of costs and other expenditures are shared as provided above.

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- C. Where the university is the owner of the Intellectual Property, only the university may initiate an infringement action notwithstanding the royalty interest of the Natural Person(s). In such matters, the decision of the university is final and the university will owe no recourse to the Natural Person(s) for such decision.
- D. When licensing or conveying an interest in university owned Intellectual Property, the university will only license or convey interest when the Intellectual Property is to be further developed, used, or used to produce products for the good of society. The university will not license or convey for the sole or primary purpose of monetary gain or bringing an infringement action.

VII. Other Intellectual Property Rights

All intellectual property rights of the university, including other intellectual property rights not specifically referred to within this Policy, are to be treated in accordance with state law, SBOE Governing Policies and Procedures §V.M. and the Idaho State Board of Education Institution Technology Licensing Guidelines.

VIII. Dispute Resolution

Occasionally, disputes will arise concerning ownership of the Intellectual Property contemplated in this policy. Resolution of such disputes shall be achieved by the following procedure:

A. Intellectual Property Dispute Committee

The Intellectual Property Dispute Committee (“IPD Committee”) is an Ad Hoc Committee formed when necessary by appointments made by the VP for Research. Such appointments will be made by the VP for Research in consultation with the Provost if the matter in dispute involves Course Materials. The IPD Committee shall be composed of five (5) individuals and must include both university faculty and staff members. The VP for Research shall appoint the chair from among the committee members. Additionally, the university’s Office of the General Counsel shall appoint an ex officio representative to the IPD Committee.

The IPD Committee considers, investigates, and makes recommendations toward resolution of disputes concerning (1) ownership of copyrightable materials and Protectable Discoveries, and (2) allegations of unauthorized use or copyright infringement of University-Sponsored Materials. It reviews all relevant evidence submitted to it before making its recommendation to the VP for Research. The IPD Committee’s recommendation shall be

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made no later than sixty (60) days after receiving the matter for consideration. The IPD Committee's recommendation is determined by a majority of all its members voting by secret ballot at a meeting at which over one-half its appointed members are present. No member may participate in any matter in which their ownership rights are being determined.

B. Decision by the VP for Research

After receiving the recommendation of the IPD Committee, the VP for Research makes a decision concerning ownership or infringement. Such decision will be made by the VP for Research in consultation with the Provost if the matter in dispute involves Course Materials. The VP for Research's decision is made no later than thirty (30) days after receiving the IPD Committee's recommendation. That decision is transmitted in writing to the Natural Person(s) and to their departmental administrator and dean.

C. Appeal

The decision of the VP for Research may be appealed to the President of the university. The decision of the President shall be the final decision of the university.

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Boise State University Draft Intellectual Property Policy 1090
Compliance with SBOE Intellectual Property Policy (SBOE V.M.) Requirements

SBOE Policy V.M. Requirement	BSU Draft Policy 1090 Section(s)
SBOE V.M. 2(d): Institutional policies setting out technology transfer administration, including evaluating, financing, assignment, marketing, protection, and the division and use of royalties, as well as amendments thereto, must be submitted to the Board for its review and approval.	
Technology transfer administration, including evaluating, financing, assignment, marketing, and protection	Course Materials: Provost, see III(B)(4) All other IP: VPR, see V(A)
Division of Royalties	Course Materials: Provost, see III(B) Other Copyrightable Works: VPR, see III(C) and III(D)(1) Protectable Discoveries: VPR, see IV(B)
SBOE V.M. 4(b)(i): The name of the institutional position (or office) with the authority and responsibility for carrying out the policy and binding the institution contractually.	Course Materials: Provost, see III(B)(4) All other IP: VPR, see V(A)
SBOE V.M. 4(b)(ii): Policy and plans for patent acquisition (i.e., who initiates, who pays the lawyers, and an enumeration of the duties, responsibilities, and a process for settling debates).	Legal fees: VPR, see V(A) Duties and responsibilities regarding patent acquisition: VPR, see V(B) Dispute resolution: VPR (and Provost as necessary), see VIII
SBOE V.M. 4(b)(iii): The range of allowable institutional involvement in the transfer process (i.e., from licensing to acceptance of institutional ownership interests, continued development in institutional facilities for the benefit of the licensee, business planning or production assistance).	See V(B)3 and VII.
SBOE V.M. 4(b)(iv): The requirement that institution employees and other persons subject to this Board policy make a present assignment to the institution of rights, including future rights, in intellectual property to which the Board claims ownership by this policy and/or the institution claims ownership by its institutional policy and in any related applications for legal protection of such intellectual property.	Course Materials (when applicable): See III(B)(3) Other Copyrightable Works: See III(C) and III(D) Protectable Discoveries: See IV(A)

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IDAHO STATE UNIVERSITY
POLICIES AND PROCEDURES (ISUPP)
Intellectual Property Policy
Policy # 7010

POLICY INFORMATION

Major Functional Area (MFA): *Office for Research and Economic Development*

Policy Title: *Intellectual Property Policy*

Responsible Executive (RE): *Vice President for Research & Economic Development*

Sponsoring Organization (SO): *Division for Innovation*

Dates: Effective Date: *June 12, 2012*

Revised: _____, 2014

Annual Review: _____, 2014

I. INTRODUCTION

Idaho State University (ISU) is a Carnegie-classified doctoral research high institution committed to fostering an environment that encourages excellence in teaching, the creation of meaningful scholarly works, and research, both fundamental and applied, in areas that advance science, knowledge and solve real world problems faced by industry and society.

ISU recognizes that partnering with industry, governmental, and community entities is essential to:

- encourage the practical application of the results of institution research by industry for the broad public benefit;
- meet our obligations to sponsors of institution research;
- build research relationships with industry partners to enhance the research and educational experience of researchers and students;
- stimulate commercial uptake and investment;
- stimulate economic development; and
- ensure an appropriate return of taxpayer investments in our research.

Financial returns from technology licensing provide additional support for research and education, an incentive for faculty retention, and support of our technology transfer program. Successfully executing these initiatives will improve the quality and effectiveness of student learning and faculty development, enhance the reputation of ISU and the State of Idaho, and promote welfare and economic development of our community, state and the world.

ISU recognizes its obligation to comply with Section V.M. of the Governing Policies and Procedures of the Idaho State Board of Education (the "Board") regarding intellectual property, and the Guidelines adopted thereunder. (Board policy and the Guidelines may be found at <http://www.boardofed.idaho.gov>). ISU, its employees and students and related third parties, are governed by this policy regarding all types of intellectual property rights and obligations.

II. POLICY STATEMENT

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This Intellectual Property Policy applies to all ISU faculty, staff and students, as well as third parties performing work for ISU. It addresses ownership rights and revenue sharing for intellectual property. This Section is deemed to be a part of the conditions of employment for every employee of ISU, including faculty, staff and student employees, and of the conditions of enrollment and attendance for every student.

III. AUTHORITY AND RESPONSIBILITIES

Enforcement of this policy and the determination of whether a work falls within this policy is the responsibility of the Vice President for Research and Economic Development (VPR&ED) with assistance from ISU General Counsel and the Division for Innovation (DI). The DI is responsible for the protection, management, marketing, licensing of all intellectual property (defined below) for which ISU claims ownership under this policy.

IV. DEFINITIONS

For purposes of this policy, the following terms shall be defined as:

- A. “copyrightable work,” means anything which constitutes an original work of authorship fixed in a tangible medium of expression and includes scholarly, professional and creative works.
- B. “intellectual property” includes all types of intellectual property recognized under applicable law, including but not limited to any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, plant variety, research data, mark, design, mask work, work of authorship, and computer software regardless of whether subject to protection under patent, trademark, copyright or other applicable laws. The term “intellectual property” is to be construed broadly as including creative works in the arts and sciences and literary or scholarly writing.
- C. “ISU-Sponsored Materials” is defined in Section VI.B.1 below.
- D. “protectable discoveries,” means anything that might be protected by utility patent, process patent, plant patent, design patent, plant variety protection certificate, mask work, or trade secret.
- E. “scholarly, professional and creative work” includes a pedagogical, scholarly, literary, or artistic work created by a faculty member (including full-time, part-time, and adjunct faculty members) as part of traditional academic activity. Scholarly, professional and creative works include, but are not limited to, books, journal articles, reviews, course syllabi, tests, course assignments, monographs, scholarly papers, musical compositions, works of art, computer programs, unpublished manuscripts, and recordings or transcriptions of lectures or performances. Scholarly, professional and creative works do include protectable discoveries.
- F. “written” or “in writing” includes information created, generated, sent, communicated, received, or stored by electronic means, including without limitation email, telecopy, and facsimile transmissions.

V. PROCEDURES TO IMPLEMENT

The DI, under the direction of the VPR&ED, works with ISU faculty, staff, students, and industry and government partners to identify, protect, market and license intellectual property owned by ISU under this policy. The DI and the VPR&ED have the overall authority and responsibility for carrying out this policy and negotiating and signing contracts relating to the matters stated herein. In addition, the Provost and other applicable ISU Vice Presidents have the authority to negotiate and sign written contracts relating to certain copyrightable works under this policy as stated in Section VI.C.

VI. COPYRIGHTABLE WORKS

ISU acknowledges the right of faculty, staff members and students to prepare and publish scholarly, professional and creative works. Except as provided herein, ISU does not claim an ownership interest in such works.

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A. Ownership. Under U.S. copyright law, an employer is presumed to own the copyright in a work created by an employee acting within the course and scope of employment. However, consistent with academic tradition, and to encourage scholarly work, ISU specifically disclaims its copyrights in the scholarly, professional, and creative works of its faculty and staff, except for “ISU-Sponsored Materials” as defined below. Except as provided below, faculty, staff members, and students retain ownership of the copyrights in the scholarly, professional and creative works they create, subject to the provisions in B. These include, but are not limited to such materials as books, workbooks, study guides, monographs, articles, and other works including music and performances, whether embodied in print, electronic format, or in other media. Ownership rights to copyrightable works created by third parties under contract with ISU will be as provided in the written contract under which the work is created. Any such contract must be in writing and signed by a person authorized to sign contracts on behalf of ISU.

B. Exceptions. ISU claims ownership in copyrightable works created by faculty, staff and students in the following situations:

1. **“ISU-Sponsored Materials”** Copyrightable works are “ISU-Sponsored Materials” if:
 - a. they are commissioned for use by the University; or
 - b. they are created by employees if the production of the materials is a specific responsibility of the position for which the employee is hired; or
 - c. they are sponsored works, which are works resulting from internal grants (work created as a result of an agreement between the University and the creator(s) of the work) and external grants (work created as a result of an agreement between an external sponsor and the University). This provision does not apply to grants to perform research where the production of copyrightable materials is ancillary to the purpose of the grant. Employees and students continue to own the copyright to scholarly and other publications that present the findings of research, subject to the provisions of subsection 1 herein; or
 - d. they are created by faculty, staff members, or students with the use of substantial University resources which are specifically provided to support the production of copyrightable materials. “Substantial University resources” is defined as funding, technical equipment, the paid time of other employees, or other resources over and above those which are regularly and customarily available to faculty, staff, and students as part of their regular employment or their regular academic enterprise or studies). Limited secretarial support, uses of the library for which special charges are not normally made, and the staff member's own time (except as covered by subsections 1.a. and 1.b. herein) shall not be considered substantial University resources for purposes of this policy. Examples of “ISU-sponsored materials” which were created with the use of substantial university resources include recorded lectures or classroom presentations, audiovisual works, or other materials prepared for use in online or distance learning programs. (Note that in such instances, ISU’s claim of copyright ownership would apply only to the recorded material, and not to underlying lecture notes, research, published matter, etc., unless specifically provided otherwise in the agreement required below.) Other instances in which ISU could claim copyright ownership because of the use of substantial University resources are possible. In most cases, ISU will clarify copyright ownership in a written agreement with the creators, as set forth below, prior to committing substantial University resources.

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- e. Prior to the use of substantial University resources in the development of educational materials, the University shall enter into a written agreement with the author setting forth the terms of
 - (1) copyright ownership,
 - (2) division of net income from external sale, and
 - (3) use, revision and maintenance.
 - f. In the unusual circumstance in which materials are developed through the use of substantial University resources without an agreement, the University may, in its discretion, claim copyright ownership and/or a share of royalties.
- 2. Works covered by a valid written contract between the creator(s) and ISU as discussed in Section VI.C; and
 - 3. Works covered by a research grant, as discussed in Section XI.

With respect to all of the copyrightable works to which ISU claims ownership under this Section, all persons, whether ISU employees or other persons subject to this Section, agree to assign and do hereby irrevocably assign to ISU all right, title, and interest to such copyrightable works. ISU employees have a duty to refrain, and hereby agree to refrain, from any act that would impair or defeat ISU rights in any such copyrightable work.

C. Written Contracts with Faculty, Staff, Students and/or Third Parties. The VPR&ED or his/her designee represents ISU in negotiating contracts with any faculty member(s) creating or developing copyrightable works for ISU. Contracts with ISU staff members, students or with third parties involving the creation or development of copyrightable works may be entered into with the appropriate ISU Vice President for the functional unit paying for the work, or his or her designee. Any such contracts concerning creation of copyrighted works, including ownership, use, licensing, and distribution of royalties and income from copyrightable works supersede the other provisions of this Section. To be valid, such contracts must (1) comply with the terms of any relevant grants or contracts as discussed in Section XI below, (2) comply with the policies of Idaho State University, and (3) comply with Idaho state and federal law, including Section V.M. of the Governing Policies and Procedures of the Board.

D. Use of ISU-Sponsored Materials. Use of ISU-Sponsored Materials under this policy is subject to the following conditions:

- 1. **Internal Use.** Internal use is use by anyone employed by ISU, or attending ISU as a student, while acting within the scope of his or her employ or academic enterprise, or any agent of ISU acting within the scope of his or her agency, either directly or through a grant or contract, or by any ISU unit. Internal use of ISU-Sponsored Materials for the same general purpose for which they were developed, and revision of such materials, does not require the prior approval or notification of any of the creators. For as long as any creator remains an ISU employee or student, he or she may propose revisions of the material.
- 2. **External Use.** External use is any use other than that defined above. Licensing or sale of ISU-Sponsored Materials for external use must be preceded by a valid written contract between ISU or ISU's designated agent and the licensee, specifying the conditions of use.

E. University Non-exclusive License for Public Access. In order to permit ISU to comply with public access mandates established by federal law or federal agency or university policy (e.g. the National Institutes of Health Public Access Policy, Division G, Title II, Section 218 of PL 110-161

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[Consolidated Appropriations Act, 2008]) and related terms and conditions of research contracts, faculty, staff, and students accepting research grants or contracts from, and conducting research from United States federal agencies hereby grant ISU an irrevocable, non-exclusive, non-transferable, non-commercial, royalty-free license in copyrightable works produced as a result of such research, such license to be used solely to comply with public access mandates. This grant of non-exclusive license is deemed by ISU to be a special arrangement for federal grants and contracts, per Section XI, and is not subject to the disposition of rights described in VI.B or to negotiation or change in contracts entered into under Section VI.C.

F. Cooperation Required. Faculty members, staff members, and students must cooperate with reasonable requests from ISU for the creation of any documents and records needed to vest and memorialize ISU's rights (whether ownership or licensing rights), if any, in copyrightable works.

G. Registration of Copyrightable Works. Absent a valid written contract otherwise, ISU-Sponsored Materials are to be registered in the name of the Idaho State University or its assignee. ISU or its designee has the right to file registrations of ISU-Sponsored Materials.

H. Liability. When either ISU or a faculty or staff member or student involved in the creation or development of works copyrighted by ISU or its assignee is alleged to have violated personal or property rights, ISU or its designated agent will assume responsibility for the defense against such allegation and the satisfaction of any judgment rendered against ISU or the faculty or staff member or student, except insofar as liability of governmental entities is limited by Idaho Code §6-903 as currently written or later amended.

I. Waiver. Any person involved in the development of copyrightable works governed by Section VI.B waives any claim that otherwise legal use of the work by ISU, its agents, employees, or units, creates legal liability for ISU, its agents, employees, or units on any theory of liability for any allegedly infringing actions of third parties.

J. Materials Protectable by Both Patent and Copyright Laws. Materials that may be protected under both patent and copyright laws (such as computer software) shall be treated as Protectable Discoveries and shall be subject to the disposition of ownership and the process for commercialization described in Section VII.

VII. PROTECTABLE DISCOVERIES

For purposes of this Section VII, the term "ISU employees" includes faculty members, staff members and student employees.

A. Claim of Ownership.

1. ISU Employees and Third Parties Performing Work for ISU: Effective immediately as of the time they are discovered, developed, conceived, or reduced to practice, all Protectable Discoveries, and any data or tangible materials that are associated with or embody Protectable Discoveries, shall be the property of ISU if they are discovered, developed, conceived, or reduced to practice:

- a. by ISU employees through work performed within the scope of their duties at ISU;
- b. by ISU employees or other persons using ISU resources not openly available to members of the general public; or
- c. by ISU employees or other persons through work performed under contracts with ISU.

2. Non-employee Students

- a. **Undergraduate Students:** Protectable Discoveries made by undergraduate students, and without the use of ISU resources beyond those associated with normal coursework, will remain the property of the students, except when a Protectable Discovery is made in the

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- course of employment at ISU, or results from work directly related to employment responsibilities at ISU or from work or research performed under a grant or other sponsorship, or is undertaken with another person who has a duty to make or has made an assignment to ISU under this policy.
- b. Graduate Students:** Protectable Discoveries made by graduate students in the course of employment at ISU or through research carried out as part of a post-baccalaureate or doctoral degree or other non-degree program, or resulting from work directly related to the graduate student's employment, training or research responsibilities at ISU, or from work or research performed under a grant or other sponsorship, or undertaken with another person who has a duty to make or has made an assignment to ISU under this Section, shall be the property of ISU and shall be subject to this Section. Any Protectable Discoveries arising from a thesis or dissertation submitted as a part of the requirements for a degree shall be subject to this Section.
- 3. Assignment.** All persons, whether ISU employees or other persons subject to this Section, agree to assign and do hereby irrevocably assign to ISU all right, title, and interest to Protectable Discoveries, applications for legal protection of such Protectable Discoveries, and utility patents, process patents, plant patents, design patents, and plant variety protection certificates, or copyrights resulting from such Protectable Discoveries. ISU employees have a duty to refrain, and hereby agree to refrain, from any act that would impair or defeat ISU rights in any Protectable Discovery.

B. Ownership by Other than ISU. A Protectable Discovery discovered, developed, or conceived and reduced to practice by ISU employees or other persons wholly on their own time, outside the scope of their duties at ISU, not performed under contracts with ISU, and without the use of ISU facilities (other than library resources) shall belong to that person, even if it falls within the field of competence relating to the person's ISU position. This provision also allows any Protectable Discovery made by an ISU employee in the course of private consulting services carried out by the employee in conformance with ISU's policy on professional consulting and additional workload to be assigned to the consulting sponsor.

C. Disclosure, Protection and Commercialization Processes.

- 1.** DI is responsible for the development, management, marketing, licensing of all Protectable Discoveries for which ISU claims ownership under this policy. DI will manage Protectable Discoveries in the best interests of the state, the Board and ISU. This may include the generation of revenue, but nothing in this policy is to be interpreted as a requirement that revenue be maximized for individual creators.
- 2.** All Protectable Discoveries must be disclosed to DI. Inventors and creators can disclose Protectable Discoveries using the disclosure form available on the DI website at <http://www.isu.edu/research/innovation/>.
- 3.** Upon disclosure of a Protectable Discovery to DI, DI will evaluate the Protectable Discovery to determine the appropriate way to protect and manage it. For example, DI will evaluate whether the Protectable Discovery should be protected by trade secret, whether a patent application is warranted, or whether more research is required before a decision can be made. In making this determination, DI will take into account applicable legal standards, the degree of completion of the research or discovery, the expenses associated with the various means of protecting the Protectable Discovery, and the market for and estimated returns from commercializing the Protectable Discovery. DI will communicate, as soon as practicable, its determination regarding whether ISU wishes to pursue commercialization and/or a patent or

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other legal protection. DI shall make reasonable efforts to complete its review and convey its determination to the person disclosing a Protectable Discovery within three (3) months after receiving a full and complete disclosure of the Protectable Discovery.

4. For so long as ISU owns the Protectable Discovery, DI will respond to reasonable requests for information from the persons involved in the invention of the Protectable Discovery and the college or center where the inventor(s) are located. Such information may include: a) the status of the application until such time that protection is granted, b) the marketing activities for the property being serviced, and c) an accounting for funds received from the property.
5. ISU's marketing and commercialization efforts may include, at the discretion of the DI, transfer of an interest in the Protectable Discovery to an affiliated research foundation established for the purpose of commercialization of intellectual property. Any such transfer shall be made in a manner consistent with this Policy and the applicable policies of the State Board.
6. If DI determines not to pursue commercialization of a Protectable Discovery, ISU may elect, at its sole discretion and subject to controlling federal law including but not limited to 37 C.F.R. §401 ("Bayh-Dole"), to reconvey, assign, and transfer the Protectable Discovery to those person(s) involved in its creation.

D. Ownership Questions. Questions as to the ownership of a Protectable Discovery or division of proceeds between persons involved in development of such discoveries and departments are referred in the first instance to the VPR&ED. The disputes will be decided in accordance with Section IX.

VIII. ROYALTIES AND INCOME

DI will make provision to share the net proceeds, management, protection, and licensing expenses of any Protectable Discoveries created by an ISU employee as follows:

A. Expenses. Legal, development, marketing, or other expenses incurred by ISU in relation to the intellectual property will be paid by ISU. Any net proceeds received by ISU from licensing the intellectual property will be first used to reimburse these expenses, prior to any distributions.

B. Distribution of Net Proceeds. Absent a valid written contract to the contrary, the net proceeds from licensing Protectable Discoveries created by an ISU employee or student and owned by ISU pursuant to Section VII.A are distributed as follows: 40 percent to the employee and/or student inventor(s), 40 percent to the ISU Office for Research and Economic Development, and 20 percent to the college(s) or service unit(s) of the inventor(s).

IX. DISPUTE RESOLUTION

From time to time, disputes occur concerning ownership or other matters relating to the intellectual property contemplated in this policy. Resolution of such disputes shall be achieved by the following procedure:

A. Submission to the VPR. Any disputes under this policy will be submitted to the VPR&ED for consideration and resolution. The VPR&ED may, but is not required to, form an Intellectual Property Dispute Committee to investigate and make a recommendation to the VPR&ED regarding the dispute. The Committee members may include faculty members, graduate students, and/or individuals outside of ISU and will be appointed by the VPR&ED. After receiving the recommendation of the Committee, if one is formed or, if such a committee is not formed, after reviewing the available information, the VPR&ED will make a decision concerning the matter and will transmit his/her decision in writing to the inventor(s), to their departmental administrator and dean, and to the Provost.

B. Appeal of the Decision of the VPR&ED. The decision of the VPR&ED may be appealed to the President of ISU. Further appeals shall be made as from any other decision of an administrative body under the laws of the State of Idaho in effect from time to time.

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X. PROTECTION

From time to time, allegations of unauthorized use or infringement of intellectual property owned by ISU under this policy may occur. The handling of such allegations shall be as follows:

A. Allegations should be forwarded to the VPR&ED for investigation. The VPR&ED, with the assistance of the Office of General Counsel, will investigate and may form an ad hoc committee made up of faculty, staff, graduate students, and/or outside persons. After investigation, the VPR&ED will recommend appropriate action to the President.

B. If an enforcement action is initiated by ISU alone or in concert with the inventor(s), the costs will be borne as may be agreed upon by ISU and inventors. Proceeds from the action will be first used to reimburse the expenses associated with the enforcement action, prior to any distributions. Any additional proceeds will be distributed as provided in Section VIII.B.

C. If the inventor(s) desire to institute a suit and ISU decides not to act, ISU will cooperate either by assigning to the inventor(s) such rights as are necessary for the inventor(s) to pursue redress or by some other reasonable method acceptable to ISU. The costs of the suit will be borne by the inventor(s) desiring to sue, who will also obtain any monetary relief obtained from the alleged infringer due to the prosecution of the suit.

XI. SPECIAL ARRANGEMENTS FOR FEDERAL, STATE, AND PRIVATE GRANTS

Nothing in this policy shall prevent ISU from accepting research grants from, and conducting research for, agencies of the United States upon terms and conditions under applicable provisions of federal law or regulations that require a different disposition of rights in any form of intellectual property. Moreover, nothing herein shall prevent cooperative arrangements with other state of Idaho or local agencies for research. Where receipt of a grant in support of research from any nonprofit agency or group may be dependent upon acceptance of terms and conditions of the established intellectual property policy of the grantor that differ from those stated herein, ISU may specifically authorize acceptance of such grants upon such terms and conditions. ISU may also specifically authorize contractual arrangements with industrial sponsors for different disposition of rights in any form of intellectual property resulting from its sponsored research. Provided however, that the terms of any such contractual arrangements must comply with the policies and guidelines of the SBOE and with Idaho state and federal laws.

XII. RECORD-KEEPING.

All ISU employees and/or departments involved in creating, preserving, or managing intellectual property as defined herein shall develop and follow appropriate record-keeping procedures and shall retain all documents as required by law and applicable State Board and ISU record retention policies.

XIII. REQUIRED ISU EMPLOYEE IP CONTRACTS

Attached are documents that all employees agree to as a condition of employment at ISU:

Attachment A Employment Agreement Concerning Intellectual Property;

Attachment C Disclosure of Invention Work in Progress; and

Attachment D Disclosure of Prior Contracts.

To be used for students and/or third parties involved in research:

Attachment B Memorandum of Understanding Regarding Research Participation and University Intellectual Property Rights;

XIV. ATTACHMENTS

Attachment A Employment Agreement Concerning Intellectual Property;

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AUGUST 14, 2014

Attachment B Memorandum of Understanding Regarding Research Participation and University Intellectual Property Rights;
Attachment C Disclosure of Invention Work in Progress; and
Attachment D Disclosure of Prior Contracts.

PRESIDENTIAL CERTIFICATION

_____ Date: _____
Approved by Arthur C. Vailas
President, Idaho State University

OGC use only:
Received by OGC on _____ by _____ (initial).
Published to ISUPP on _____ by _____ (initial).

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Attachment A

EMPLOYMENT AGREEMENT CONCERNING INTELLECTUAL PROPERTY

PREAMBLE: ISU uses the following form of employment agreement concerning intellectual property.

ADDITIONAL NOTICE: ISU uses the Memorandum of Understanding form of agreement concerning intellectual property with non-employee students and third parties participating in ISU research activities. This allows the non-employee student to participate in ISU's patent/copyright income distribution program.

**Employment Agreement Regarding Intellectual Property
Between**

The Idaho State University and _____

As an employee of Idaho State University (ISU), I acknowledge that I am subject to the policies and rules of the State Board of Education published at the Idaho State Board of Education's website http://www.boardofed.idaho.gov/policies/policy_jump.asp and to the policies and procedures of ISU as published in the *Policy and Procedures*, <http://www.isu.edu/policy/7000/Research-Intellectual-Property.pdf>.

Pursuant to those policies, I hereby agree to the following:

A. With regard to Protectable Discoveries which include but are not limited to discoveries potentially protectable as a utility patent, plant patent, design patent, plant variety protection certificate, mask work, and trade secret:

- A-1.** I understand that under ISU Intellectual Property Policy (the "IP Policy"), ISU owns all Protectable Discoveries discovered, developed, conceived, or reduced to practice by ISU employees through work performed within the scope of their duties at ISU, by ISU employees using ISU resources not openly available to members of the general public, or by ISU employees or other persons through work performed under contracts with ISU.
- A-2.** Consistent with my obligations under the IP Policy, as a condition of my employment by ISU, I do hereby irrevocably assign to ISU all right, title, and interest to all Protectable Discoveries discovered, developed, conceived, or reduced to practice by me through work performed within the scope of my duties at ISU, using ISU resources not openly available to members of the general public, or through work performed under contracts with ISU, except to the extent ISU has expressly waived its claim of ownership in writing.
- A-3.** I will disclose to ISU's Division for Innovation (DI) all Protectable Discoveries subject to a claim of ownership by ISU under the IP Policy. If in doubt about the ownership or protectability of a discovery, I will confer with DI.
- A-4.** I will exercise my best efforts in providing relevant documentation and will participate in actions to affirm and/or secure the rights, title and interests of ISU in such Protectable Discoveries.

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A-5. I will refrain from any actions that would diminish or defeat ISU’s rights in Protectable Discoveries, including any action which might create a statutory bar preventing grant of patent on an otherwise patentable invention. I recognize that publication, public use, sale or offering for sale of such Protectable Discovery may create a statutory bar. When in doubt, I will consult with DI.

B. With regard to copyrightable works, as defined in the IP Policy:

I acknowledge that copyrightable works that I create may be the property of ISU, as explained in the IP Policy. I acknowledge that I have read these provisions and agree to them. Consistent with my obligations under the IP Policy, as a condition of my employment by ISU, I do hereby irrevocably assign to ISU all right, title, and interest to any copyrightable works to which ISU claims ownership under the IP Policy. I will cooperate with reasonable requirements of ISU to promptly assign or confirm in writing any possible right I might otherwise have in any copyrightable work when such right belongs to ISU according to the IP Policy.

C. I agree to inform all students and visiting scholars wishing to participate in my university research programs, about the ISU “Memorandum of Understanding Regarding Research Participation and ISU Intellectual Property Rights” available from the DI. I will not allow any student or visiting scholar to participate in my university research program who has not signed a copy of the “Memorandum of Understanding Regarding Research Participation and ISU Intellectual Property Rights” or an alternative document negotiated between ISU’s DI and the individual.

D. Attached to this contract are Disclosure of Invention Work in Progress, and Disclosure of Prior Contracts (together the “Disclosures”). The Disclosures set forth inventions and/or work with prior employers or firms with which I currently consult that may be Protectable Discoveries. The work referenced in the Disclosures is excluded specifically from ISU’s ownership claims so long as no ISU facilities (other than library resources) are used in further development of the works referenced in the Disclosures.

E. I acknowledge that I am under no consulting or other obligation to any third person, organization or corporation that is in conflict with ISU’s Research Policies or this Intellectual Property Agreement with respect to rights to Protectable Discoveries or copyrightable works. **[NOTE - Any individual who believes that she/he cannot comply with this provision must contact either ISU Office for Research and Economic Development or Division for Innovation.]**

Signature Title

Printed Name Date

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Attachment B
Memorandum of Understanding Regarding Research Participation
And ISU Intellectual Property Rights

This memorandum of understanding is entered into by _____, a student or third party at Idaho State University (“participant”), _____, a professor/researcher at Idaho State University (“faculty”), and Idaho State University (“ISU”). The participant is involved in research activities or enrolled in _____, which may involve working on research or design projects. These activities or projects may or may not result in the development of intellectual property in which Idaho State University and/or a sponsor may have a proprietary interest.

Therefore, it is important that the participant, faculty, and ISU have a full understanding of the participant’s rights and obligations regarding these proprietary interests, and intellectual property. This memorandum sets forth the understanding of the parties.

A. The participant acknowledges receipt of copies of the relevant intellectual property policies of the State Board of Education and the ISU Intellectual Property Policy.

B. The participant agrees to promptly disclose any discoveries he/she makes that may be protectable under any intellectual property theory, including but not limited to patent, copyright, mask work, and trade secret.

C. The participant has the right to submit any thesis, dissertation, or other academic product based upon or resulting from their work as part of the fulfillment of the requirements for obtaining an undergraduate, masters, or doctoral degree from ISU resulting from collaboration with ISU provided that such submission is done in a manner that does not create a statutory bar to the later grant of patent rights in an otherwise protectable discovery.

D. As a condition of and in exchange for the opportunity to participate in these projects and the right to receive royalties, the participant does hereby irrevocably assign to ISU all right, title, and interest to any copyrightable works relating to these projects and any Protectable Discoveries (as defined in the ISU Intellectual Property Policy), applications for legal protection of such Protectable Discoveries, and including but not limited to utility patents, process patents, plant patents, design patents, and plant variety protection certificates resulting from these projects. This assignment vests rights in ISU as provided for in ISU’s Intellectual Property Policy and is subject to the participant’s right to share in royalties in the same manner as employees of ISU. Participant agrees to cooperate with reasonable requirements of ISU to promptly assign or confirm in writing any possible right participant might otherwise have in any copyrightable work or Protectable Discovery when such right belongs to ISU according to the IP Policy.

Participant _____ Date _____

Supervising Faculty _____ Date _____

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Attachment C

DISCLOSURE OF INVENTION WORK IN PROGRESS

This disclosure is made this ___ day of _____, 20__, as part of that Employment Agreement Regarding Intellectual Property between Idaho State University (ISU) and _____, a student or employee of ISU (the “Inventor”), dated this ___ day of _____, 20 __. This Disclosure lists all inventions and developments of the Inventor made prior to employment by, or matriculation as a student at, ISU. Subject to ISU legal review and verification by ISU’s Office for Innovation, ISU acknowledges that the inventions and developments listed below constitute the property of the Inventor or the party with whom the Inventor has contracted. A brief description of each invention is provided.

INVENTION	DATES OF WORK	RIGHTS OWNED BY

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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Attachment D

DISCLOSURE OF PRIOR CONTRACTS

This disclosure is made this ___ day of _____, 20__, as part of that Employment Agreement Regarding Intellectual Property between Idaho State University (ISU) and _____, a student or employee of ISU (the “Inventor”), dated this ___ day of _____, 20 __. This Disclosure lists all contractual obligations of the Inventor entered into prior to employment by, or matriculation at, ISU. Subject to ISU legal review and verification by ISU’s Office for Research Innovation, ISU acknowledges that prior contracts that remain in effect may be honored by the Inventor. A brief description of each contract is provided below. The types of contracts listed below include, but are not limited to: employment, non-disclosure, non-compete, and fiduciary obligations.

COMPANY OR PERSON	TYPE OF CONTRACT	RELEVANT TERMS

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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**Idaho State University Draft Intellectual Property Policy
Compliance with SBOE Intellectual Property Policy (SBOE V.M.) Requirements**

Policy Requirement	Corresponding ISU Policy Provision
V.M.2.d – Evaluation	ISUPP 7010 VII.C.2-.3
V.M.2.d -- Finance	ISUPP 7010 VII.C.3
V.M.2.d – Assignment	ISUPP 7010 VII.A.3
V.M.2.d – Marketing	ISUPP 7010 VII.C.1 ISUPP 7010 VII.C.3-.4 ISUPP 7010 VIII.A
V.M.2.d – Protection	ISUPP 7010 VII.C.2-.3 ISUPP 7010 X
V.M.2.d – Division and use of royalties	ISUPP 7010 VIII.A-B
V.M.4.b.i – Institutional office with authority	ISUPP 7010 III ISUPP 7010 V ISUPP 7010 VII.1 ISUPP 7010 VIII
V.M.4.b.ii – Patent acquisition – initiation	ISUPP 7010 VII.C
V.M.4.b.ii – Patent acquisition – legal fees	ISUPP 7010 VIII.A
V.M.4.b.ii – Patent acquisition – duties, responsibilities, procedures	ISUPP 7010 VII.C.2-.3 ISUPP 7010 VIII.A
V.M.4.b.iii – range of institutional involvement in the transfer process	ISUPP 7010 III ISUPP 7010 V ISUPP 7010 VII.C.1. .3 ISUPP 7010 XI
V.M.4.b.iv – Requirement that employees and others make a present assignment of rights	ISUPP 7010 VII.A.3

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

Attachment C

DISCLOSURE OF INVENTION WORK IN PROGRESS

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INVENTION	DATES OF WORK	RIGHTS OWNED BY

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014**

Attachment D

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COMPANY OR PERSON	TYPE OF CONTRACT	RELEVANT TERMS

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

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V.M.4.b.i – Institutional office with authority	ISUPP 7010 III ISUPP 7010 V ISUPP 7010 VII.1 ISUPP 7010 VIII
V.M.4.b.ii – Patent acquisition – initiation	ISUPP 7010 VII.C
V.M.4.b.ii – Patent acquisition – legal fees	ISUPP 7010 VIII.A
V.M.4.b.ii – Patent acquisition – duties, responsibilities, procedures	ISUPP 7010 VII.C.2-.3 ISUPP 7010 VIII.A
V.M.4.b.iii – range of institutional involvement in the transfer process	ISUPP 7010 III ISUPP 7010 V ISUPP 7010 VII.C.1. .3 ISUPP 7010 XI
V.M.4.b.iv – Requirement that employees and others make a present assignment of rights	ISUPP 7010 VII.A.3

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

BOISE STATE UNIVERSITY

SUBJECT

Agreement with Collegiate Licensing Company

REFERENCE

June 2007 Board approved 10 year agreement between Boise State University and the Collegiate Licensing Company

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In 2007, Boise State University (BSU) entered into an agreement to use Collegiate Licensing Company (CLC) as its agent for licensing Boise State University logo merchandise. The original contract was for 10 years with a post term penalty payment provision. BSU has renegotiated better terms with CLC, including removal of the post term penalty payment provision.¹

All companies that manufacture products bearing BSU trademarks pay a royalty fee based upon the wholesale cost of the product. CLC manages this process and collects the royalties. The royalties are paid to BSU and then the remaining balance is retained by CLC as fees. Boise State University, the University of Idaho and Idaho State University all currently use CLC as their licensing agent.

Under the prior contract, the royalty percentages were 70% of the first \$100,000, 75% of the next \$100,000, 80% of the next \$50,000, and 82.5% of all revenue in excess of \$250,000. The term was for 10 years with a post term payment equal to the prior year's commission payment to CLA. There were no early termination rights absent an incurable breach of contract.

Under the current contract and under the proposed contract, BSU requires licensees to comply with CLC's Labor Codes of Conduct and also requires licensees to join the Fair Labor Association to protect the conditions for the workers who will help create BSU licensed goods.

The term of the current agreement expires June 30, 2016.

¹ The 2007 agreement provided that upon termination or expiration of the agreement all rights of CLC shall terminate except that CLC shall continue to receive royalty payments "for a period of one year following termination or expiration of this Agreement on all license agreements in effect as of the date of termination or expiration of this Agreement, regardless of when such license agreements expire."

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IMPACT

Last year (FY 2014), under the prior contract, gross royalties collected by CLC for Boise State merchandise were \$928,588. Of that, BSU received \$744,835 and CLC retained \$183,753.

The proposed contract is for an initial term of five years with an option for an additional five years, at which point the royalty rate are subject to renegotiation. During the initial term, BSU will receive 82.5% of gross royalties collected by CLC. If the renewal option is exercised, CLC and BSU will negotiate in good faith a mutually fair rate; if the parties cannot agree on a rate and if BSU's gross royalties are between \$1.5 million and \$2 million, the default increased royalty payable to BSU will be 85% of gross royalties.

At any point between the end of contract year four (4) and prior to the end of contract year nine (9), BSU may give one (1) year notice to terminate without cause. Upon such termination, the CLC commission will be increased by 5 percent for the final year. There will be no post term payment due to CLC.

If the contract reaches its natural expiration in year 10, there will be no reduction in BSU's royalties and no post term payment will be due.

ATTACHMENTS

Attachment 1 – Proposed Contract

Page 3

Attachment 2 – Current Contract

Page 13

STAFF COMMENTS AND RECOMMENDATIONS

This proposed contract reflects a significant renegotiation of material terms to the benefit of BSU. BSU's royalty take will increase to 82.5% of gross revenue as opposed a tiered royalty schedule which maxed out at 82.5%. In addition, the contract eliminates any post term payment and prohibition of early termination rights.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into the proposed contract with the Collegiate Licensing Company for licensing and marketing of logo merchandise for a term commencing retroactively on July 1, 2014 and terminating June 30, 2019, in substantial conformance with the agreement submitted to the Board as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AGENCY AGREEMENT

This is an Agreement between Boise State University, an institute of higher education of the state of Idaho, having its principal place of business at 1910 University Drive, Boise, Idaho 83725 (“University”) and Collegiate Licensing Company, LLC, a limited liability company of the state of Georgia, having its principal place of business at 1075 Peachtree Street, Suite 3300, Atlanta, Georgia, 30309 (“CLC”).

Whereas, University is the owner of certain Indicia, as hereinafter defined; and

Whereas, CLC desires to act as University’s exclusive agent to license the use of the Indicia, as hereinafter defined, in connection with the marketing of various articles of merchandise and to conduct certain Promotions, as hereinafter defined; and

Whereas, University desires to appoint CLC to act as University’s exclusive agent to license the use of the Indicia in such manner as to preserve the integrity, character and dignity of University and maintain the reputation of the Indicia as designating high quality merchandise.

Now, therefore, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS - In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following respective meanings:

(a) “Indicia” means the names and identifying indicia of the University including, without limitation, the trademarks, service marks, trade dress, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, designs, colors, uniform and helmet designs, distinctive landmarks, logographics, mascots, seals and other symbols associated with or referring to the University. Indicia includes those shown in Appendix A, modifications of the Indicia approved for use by the University, and any other names or identifying indicia adopted and approved for use by the University.

(b) “Territory” means the United States of America, its territories, and possessions, and the Commonwealth of Puerto Rico, as well as United States military bases abroad.

(c) “Licensed Articles” means products that contain the Indicia.

(d) “Premium” means any article given free or sold at less than the usual selling price, for the purpose of increasing the sale, promoting or publicizing any other product or any service, including incentives for sales force, trade or consumer.

(e) “Promotion” means any activity involving the presentation of Indicia through advertising, publicity, or other means of exposure, in or on merchandise, Premiums, point of purchase displays, print, electronic or any other medium.

(f) “Annual Revenue” means the revenue received by CLC resulting from the use of the Indicia, during the period of July 1st to June 30th of any year of this Agreement (“Contract Year”).

2. GRANT OF AGENCY - University appoints CLC as University’s exclusive agent to appoint licensees to use the Indicia on Licensed Articles and Premiums sold or distributed through approved channels in the Territory and to conduct Promotions in the Territory, in the manner, set forth in this Agreement. Notwithstanding the foregoing, this grant of agency shall not be exclusive, or shall not apply, with respect to any item of merchandise, Indicia, and/or company listed in Appendix B, and/or to any company doing business in a location listed in Appendix B, in accordance with the indications set forth in Appendix B. CLC shall work with the University to continue to grow and develop the University licensing program taking into account its distinct approach to licensing and its academic, athletic and business affairs as an institution of higher education. Notwithstanding any of the terms herein, University shall have full decision making over every aspect of its licensing program. CLC agrees that the artwork and licensee approval system and the retail intelligence reporting system will not be of a lesser standard than currently provided to University, and that CLC will continue to make improvements to its systems. CLC will continue to provide transparent reporting regularly, being no less than once per quarter on or around the payment accounting dates set out in Section 4 (a) below, and in addition ad hoc reporting at University’s reasonable request, in a manner that enables the University to properly manage its trademark licensing program. CLC agrees that it will provide high caliber account team of equal or better quality as currently being provided to University.

3. APPROVALS - CLC agrees that it will license the use of the Indicia only in connection with merchandise and promotions of the kind or character approved by the University. CLC acknowledges that if merchandise sold by licensees were of inferior quality in design, material or workmanship, the substantial goodwill that the University possesses in the Indicia may be impaired. Accordingly, CLC undertakes that the licensing and marketing will be done in such a way as to preserve the integrity, character and dignity of University and that the items of merchandise shall be of good quality.

(a) CLC shall require licensees to submit items of merchandise and designs for approval prior to distribution or sale, either electronically via MyiCLC or as a sample or prototype of the actual product (hereinafter “Submissions”). CLC shall, in turn, inspect the Submissions, and then shall transmit or forward the Submissions to the University for its review in accordance with subparagraph 3(b).

(b) Recognizing the time constraints of production schedules, University shall have two weeks from its receipt of a Submission to approve or disapprove said Submission, and if approved, with no further comment from the University, the Submission shall be deemed as accepted to serve as an example of quality for that item. In the event that the University fails to notify CLC of its decision within the two-week period, CLC will have the right to approve said Submission upon notice to the University, unless otherwise notified by the University.

(c) CLC will submit to University for its approval all Promotions developed by CLC, as well as any Premiums related to said Promotions.

4. PAYMENTS

(a) With regard to Annual Revenue received by CLC resulting from use of the Indicia including, without limitation, royalties, minimum guarantee payments and advance payments from licensees during the Initial Term of this Agreement, as that term is defined in Section 11, CLC shall pay to University eighty two and one-half percent (82.5%) of all Annual Revenue during the Initial Term. Upon exercise by the University of the option to extend the Initial Term, as provided in Section 11, the parties shall agree to negotiate in good faith a mutually fair rate. In the event that the parties do not agree to such a rate, and provided that the Annual Revenue falls between \$1.5 million and \$2 million in the final Contract Year of the Initial Term, CLC shall increase the rate payable to the University to eighty five percent (85%) of all Annual Revenue for the remaining Contract Years. Payments hereunder shall be made to University quarterly within one month following each calendar quarter and shall be accompanied by a report setting forth activities resulting in said revenue and any other information as appropriate to enable an independent determination of the amounts due hereunder. CLC shall keep records of operations hereunder for at least four years after the date of payment and shall make such records reasonably available during normal business hours for examination by a representative of University to the extent necessary to verify the payments herein provided.

(b) In the event that the University exercises its termination right, per Section 11, after the 4th Contract Year of this Agreement, the CLC revenue share provided in Section 4(a) will be increased by 5% (and the University share accordingly reduced by 5%) for the final Contract Year of this Agreement.

(c) During each Contract Year of this Agreement, CLC shall pay for the University's licensing director and one additional staff member to visit CLC's office in Atlanta, Georgia to meet with the staff, analyze the current status and discuss the strategic initiatives of the licensing program. CLC shall also pay for the University's licensing director and one additional staff member to attend the annual CLC seminar. CLC shall make and pay for all travel and accommodation directly.

(d) To the extent permitted by law, the University agrees that it will not disclose the terms of Paragraph 4 hereof to other colleges and universities without the prior consent of CLC, which consent shall not be unreasonably withheld.

5. **MANNER OF PAYMENT** - All amounts payable to University shall be paid in United States dollars by check made payable to Boise State University, and sent to Director of Trademark Licensing and Enforcement (currently Ms. Rachael Bickerton), Office of Trademark Licensing, Boise State University, 1910 University Drive, Boise, Idaho 83725.

6. LEGAL

(a) CLC agrees that, in any matter against a third party arising out of or related to this Agreement, except when University and CLC have conflicting interests, University shall have the sole right, in University's discretion, to decide whether to file and prosecute an action or lawsuit, to control the prosecution or defense of any action or lawsuit in which University and CLC are named

parties, to appeal any judgment adverse to University as a joint or individual party, or to compromise or settle any potential or pending action or lawsuit. CLC further understands and agrees that University shall have the sole right, in University's discretion, to select and retain counsel for any of these purposes. University agrees to consult with CLC before making any final decision in any matter in which University and CLC are aligned against a third party, and University further agrees that it shall not commit CLC to the terms of any compromise or settlement which would make CLC wholly or partly responsible for the payment of money to a third party without the prior written consent of CLC, which shall not be unreasonably withheld.

(b) CLC agrees to provide, at reasonable cost to be borne by University, any evidence, documents, and testimony which may be requested by University to assist in the filing, prosecution, settlement, or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to this Agreement or in the defense by University of any action against University by any third party arising out of or related to this Agreement, and CLC shall join as a party plaintiff or defendant with University at University's request. In the event CLC is joined in any of said actions, either as party plaintiff or party defendant, it is understood that any expenses incurred by CLC in connection therewith, shall be paid by CLC and University shall have no liability for paying said expenses.

(c) University shall pay the costs and expenses of any action or lawsuit in any court or in any state or federal agency when University is a party thereto against a third party in any matter arising out of or related to this Agreement. Any award of attorneys' fees in any action in any court or in any state or federal agency shall be paid solely to University, and CLC shall not share therein. Any damages or profits ordered to be paid to University by any third party in any matter arising out of or related to this Agreement will, to the extent that such damages or profits are actually collected by University, be first retained by University to reimburse University fully for all costs and expenses incurred in the action or lawsuit, including compensation for the time spent by University's employees in connection with the action or lawsuit, and any remaining money, to the extent that it is compensation for royalties otherwise payable, will be divided between University and CLC as specified in Paragraph 4 of this Agreement.

7. NOTIFICATION OF CLAIMS - In the event that either University or CLC learns or becomes aware that any third party has made or may make a claim against University or CLC for any matter arising out of or related to this Agreement, the party learning or becoming aware of such actual or potential claim shall notify the other by telephone or email on the same day, and shall follow such notification with a full written report within 48 hours to be sent both by email and by United States Postal Service mail, certified and with return receipt requested.

8. INQUIRIES - University agrees that, if any potential licensee or other party directs an inquiry to University regarding Licensed Articles, Promotions, Premiums or other trademark use or licensing related issues, such inquiry will be forwarded to CLC for a response. CLC agrees that, upon receiving any inquiry from a potential licensee, whether from University or directly from such potential licensee, CLC will handle said licensee request in an expeditious manner.

9. RELATIONSHIP OF PARTIES - Nothing herein shall give CLC any right, title, or interest in

any Indicia of the University except the limited interest specifically stated in this Agreement, and all use by any licensee of any of the Indicia shall inure to the benefit of University. Neither CLC nor any licensee is empowered to state or imply, either directly or indirectly, that CLC or any licensee or any activities other than those pursuant to this Agreement and licenses issued pursuant to this Agreement are supported, endorsed or sponsored by University, and upon the direction of University, express disclaimers to that effect will be issued. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

10. INDEMNIFICATION - University shall have no liability for any item manufactured or sold by a licensee, and CLC shall require all licensees to indemnify and hold harmless University and officers, employees, servants, and agents thereof from any and all liability caused by or arising from workmanship, material or design of any item manufactured or sold under any Indicia pursuant to a license granted pursuant to this Agreement. CLC shall require of each licensee that it have and maintain liability insurance sufficient to cover all foreseeable product liability claims. University shall not be liable to CLC or to any licensee, as the result of activities by CLC or any licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by CLC or any licensee because of any patent, copyright or trademark held by a third party except where Indicia is used as expressly authorized in this Agreement.

11. TERM - This Agreement shall have an effective date of July 1, 2014 and shall expire on June 30, 2019 (the "Initial Term"), unless sooner terminated or extended in accordance with the provisions hereof. This Agreement shall automatically be extended for additional yearly periods, through June 30, 2024, under the same terms and conditions unless either party shall give twelve (12) months written notice of termination by July 1 of the 4th Contract Year or by July 1 of any subsequent Contract Year.

12. TERMINATION OR EXPIRATION - Upon termination of this Agreement as provided in Section 11 above, CLC shall continue to receive compensation outlined in Paragraph 4 for the final Contract Year following notice of termination pursuant to Section 11.

13. DEFAULT - If either University or CLC shall fail to perform any of the material terms or conditions of this Agreement and such material breach shall not have been cured within thirty (30) days after the non-defaulting party has given written notice thereof, the non-defaulting party shall have the right to terminate this Agreement, without prejudice to the right of compensation for losses and damages.

14. INSOLVENCY - To the extent then permitted by law, this Agreement shall be terminated immediately if CLC shall make any assignment for the benefit of creditors, or shall file any petition under the Bankruptcy Act for reorganization, or file a voluntary petition of bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States or of the several states.

15. NOTICES - All notices and statements to be given and all payments to be made, shall be given or made to the parties at their respective addresses set forth herein, unless notification of a change of address is given in writing. Unless otherwise provided in the Agreement, all notices shall be sent by certified mail, return receipt requested with a copy sent by facsimile, the receipt of which is confirmed by confirmation document; email, confirmed by email receipt confirmation notice; or nationally recognized overnight delivery service that provides evidence of delivery, and shall be deemed to have been given at the time they are sent.

16. SEVERABILITY - In the event any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this Agreement shall be deemed and remain fully valid and enforceable.

17. NONASSIGNABILITY - This Agreement and any rights herein granted are personal to CLC and shall not be assigned, sublicensed or encumbered without University's written consent except that the Agreement and rights may be assigned along with CLC's entire business in licensing the marks of universities, provided the obligations of the Agreement are assumed by the assignee.

18. INTEGRATED AGREEMENT - This Agreement constitutes the entire agreement and understanding between the parties hereto and specifically cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between the University and CLC. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified except expressly in writing and signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. When necessary for appropriate meaning, a plural shall be deemed to be the singular and a singular shall be deemed to be the plural.

19. APPLICABLE LAW; JURISDICTION AND VENUE - This Agreement shall be construed in accordance with the laws of the state of Idaho. Any legal proceeding instituted between the parties to this Agreement shall be in the courts of the County of Ada, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts.

20. APPROVAL OF AGREEMENT - This Agreement shall be subject to approval by the Idaho State Board of Education.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BOISE STATE UNIVERSITY

COLLEGIATE LICENSING COMPANY, LLC

By: _____
Stacy Pearson

By: _____
Cory Moss

Title: Vice President for Finance and
Administration

Title: SVP and Managing Director

Date: _____

Date: _____

APPENDIX A LICENSED INDICIA

BOISE STATE UNIVERSITY is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

**PAGE 1
APRIL 1, 2013** **BOISE STATE UNIVERSITY BRONCOS**

<p>PRIMARY ATHLETICS MARK</p>  <p>PRIMARY MARK - 1 COLOR</p>  <p>SECONDARY MARK</p>  <p>TERTIARY MARKS</p>  <p>COLOR INFORMATION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SCHOOL COLORS</th> <th>PANTONE COLORS</th> <th>THREAD COLORS</th> </tr> </thead> <tbody> <tr> <td>BLUE</td> <td>PANTONE 288 (C, M, Y, K) 3</td> <td>MUNSIE 1134 AA 2027</td> </tr> <tr> <td>ORANGE</td> <td>PANTONE 172 (C, M, Y, K) 9</td> <td>MUNSIE 1076 AA 2047</td> </tr> <tr> <td>LIGHT GRAY</td> <td>PANTONE COOL GRAY 9</td> <td>MUNSIE 1011 AA 2062</td> </tr> <tr> <td>DARK GRAY</td> <td>PANTONE COOL GRAY 11</td> <td>MUNSIE 1172 AA 2064</td> </tr> <tr> <td>WHITE</td> <td>WHITE</td> <td>MUNSIE 1000 AA 2087</td> </tr> </tbody> </table>	SCHOOL COLORS	PANTONE COLORS	THREAD COLORS	BLUE	PANTONE 288 (C, M, Y, K) 3	MUNSIE 1134 AA 2027	ORANGE	PANTONE 172 (C, M, Y, K) 9	MUNSIE 1076 AA 2047	LIGHT GRAY	PANTONE COOL GRAY 9	MUNSIE 1011 AA 2062	DARK GRAY	PANTONE COOL GRAY 11	MUNSIE 1172 AA 2064	WHITE	WHITE	MUNSIE 1000 AA 2087	<p>VERBIAGE</p> <p>Boise State University™ Boise State™ Broncos™</p> <p>Bronco Nelson™ Blue Turf™ The Blue™</p> <p>GENERAL INFORMATION</p> <p>LOGOS: NONE MASCOT: BRONCO MASCOT WEAR: SOUTH BRONCO</p> <p>REGISTERED: NONE CONFERENCE: MOUNTAIN WEST CONFERENCE FAC ID: 10000000</p> <p>WORDMARK</p>  <p>WORDMARK</p>  <p>HELMET MARKS</p>  <p>MASCOT MARK</p>  <p>ADDITIONAL PERTINENT INFORMATION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> <th>Restrictions</th> </tr> </thead> <tbody> <tr> <td>University seal permitted on products for resale</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>ANY product category</td> </tr> <tr> <td>University logo permitted</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>University licensed graphics permitted with logos</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>University licensed graphics</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>University licensed health & safety products</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>University permits numbers on products for resale</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>Unlicensed manufacturer permitted</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>Colors standing with other marks permitted</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>No use of student player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>No reproduction in athletic, stage, political, tobacco, or weapons related products may be used in conjunction with University marks</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> <tr> <td>Product names and fees are not permitted. "like" exclude</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>any</td> </tr> </tbody> </table>		Yes	No	Restrictions	University seal permitted on products for resale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ANY product category	University logo permitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	University licensed graphics permitted with logos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	University licensed graphics	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	University licensed health & safety products	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	University permits numbers on products for resale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	Unlicensed manufacturer permitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	Colors standing with other marks permitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	No use of student player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	No reproduction in athletic, stage, political, tobacco, or weapons related products may be used in conjunction with University marks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any	Product names and fees are not permitted. "like" exclude	<input checked="" type="checkbox"/>	<input type="checkbox"/>	any
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**PAGE 2
APRIL 1, 2013** **BOISE STATE UNIVERSITY BRONCOS**

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**APPENDIX B
EXCEPTIONS**

The University concurs in the basic concept that no user of its marks and logos should be exempt from royalty payments and will make every good faith effort to comply with this concept. However, the University reserves the right to exempt any user from royalty payments if circumstances warrant that it would be in the best interests of the University, and does not unduly impact CLC's ability to generate royalties under this Agreement. The exceptions are set forth below.

- University purchases for internal consumption.
- Boise State Bookstore – stationery items and school supplies only.
- License plates issued through the Idaho Department of Vehicles
- Merchandise produced under University's crafter license program
- Non-merchandise licensing agreements such as corn mazes, sponsorship agreements and the like.

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AGENCY AGREEMENT

This is an Agreement between Boise State University, an agency of the state of Idaho, having its principal place of business at Boise, Idaho 83725 ("University") and The Collegiate Licensing Company, a corporation of the state of Georgia, having its principal place of business at 290 Interstate North, Suite 200, Atlanta, Georgia 30339 ("CLC").

Whereas, University is the owner of certain designations including designs, trademarks, service marks, logographics, symbols and other Indicia, as hereinafter defined; and

Whereas, CLC desires to act as University's exclusive agent to license the use of one or more of the Indicia, as hereinafter defined, in connection with the marketing of various articles of merchandise and to conduct certain Promotions, as hereinafter defined; and

Whereas, University desires to appoint CLC to act as University's exclusive agent to license the use of the Indicia in such manner as to preserve the integrity, character and dignity of University and maintain the reputation of the Indicia as designating high quality merchandise.

Now, therefore, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS - For the purposes hereof:

(a) "Indicia" means the designs, trademarks, service marks, logographics and symbols which have come to be associated with the University including those set forth in Appendix A hereto.

(b) "Territory" means the United States of America, its territories, and possessions, and the Commonwealth of Puerto Rico, as well as United States military bases abroad.

(c) "Premium" means any article given free or sold at less than the usual selling price, for the purpose of increasing the sale, promoting or publicizing any other product or any service, including incentives for sales force, trade or consumer.

(d) "Promotion" means any activity involving the presentation of Indicia through advertising, publicity, or other means of exposure, in or on merchandise, Premiums, point of purchase displays, print, electronic or any other medium.

(e) "Annual Revenue" means the revenue received by CLC resulting from the use of the Indicia, during the period of July 1st to June 30th of any year of this Agreement.

2. GRANT OF AGENCY - Subject to the limitations of Paragraph 4, University appoints CLC as University's exclusive agent to appoint licensees to use the Indicia on merchandise sold through retail channels in the Territory and to conduct Promotions in the Territory in the manner, but only in the manner, hereinafter set forth.

3. APPROVALS - CLC agrees that it will permit the use of the Indicia only in connection with merchandise and promotions of the kind or character approved by the University. CLC acknowledges that if merchandise sold by licensees were of inferior quality in design, material or workmanship, the substantial goodwill that the University possesses in the Indicia may be impaired. Accordingly, CLC undertakes that the marketing will be done in such a way as to preserve the integrity, character and dignity of University and that the items of merchandise shall be of high quality. To assure the implementation of the stated purposes, CLC will:

(a) For merchandise of the types described in Appendix B attached hereto, CLC will inspect a sample of the merchandise, and shall submit to the University for its approval in accordance with subparagraph 3(c), specification descriptions of the merchandise, photographs thereof, and, if amenable, sample swatches. In addition, when appropriate, on a rotating basis with other universities being represented by CLC with regard to the same merchandise, CLC may submit actual samples to one or more of said other universities. If approved by the University and if CLC believes that the sample is of the quality contemplated by this Agreement, CLC may approve the sample as the prototype of merchandise for production and sale.

(b) For merchandise of types not described in Appendix B or for which the indicia to be used thereon depart significantly from the Indicia in Appendix A, CLC shall, before it permits the sale or distribution of any item of merchandise, furnish to University free of cost, for its approval, a sample of each item of merchandise.

(c) Recognizing the time constraints of production schedules, University shall have two weeks from receipt of a sample for approval in which to reject said sample, and in the absence of rejection, or upon earlier written acceptance, the sample shall be deemed as accepted to serve as an example of quality for that item. Only items manufactured in accordance with the corresponding samples accepted hereunder, and which have substantially the same relative quality position in the marketplace as do the samples thereof, may be permitted to bear the Indicia. However, CLC may furnish to University a further sample of any item of merchandise for which a change in quality, style and/or appearance is desired, and University shall have two weeks from receipt thereof in which to reject the further sample in writing; failure to reject will be deemed to be approval of the further sample as an example of quality for that item of merchandise.

(d) CLC will submit to University for its approval all Promotions developed by CLC.

4. EXCEPTIONS - The grant of Paragraph 2 shall not be exclusive, or shall not apply with respect to any item of merchandise, Indicia, and/or company listed in Appendix C hereto, and/or to any company doing business in a location listed in Appendix C, in accordance with the indications set forth in Appendix C.

5. PAYMENTS

(a) With regard to Annual Revenue received by CLC resulting from use of the Indicia including, without limitation, royalties, minimum guarantee payments and licensing fees from licensees during the Term, and any extensions and/or renewals, of this Agreement, CLC shall pay to University seventy percent (70%) of the first one hundred thousand dollars (\$100,000), seventy five percent (75%) of the next one hundred thousand dollars (\$100,000), eighty percent (80%) of the next fifty thousand dollars (\$50,000), and eighty two and one-half percent (82.5%) of all revenue in excess of two hundred fifty thousand dollars (\$250,000). Payments hereunder shall be made to University quarterly within thirty (30) days following each calendar quarter and shall be accompanied by a report setting forth activities resulting in said revenue and any other information as appropriate to enable an independent determination of the amounts due hereunder. CLC shall keep records of operations hereunder for at least four years after the date of payment and shall make such records reasonably available during normal business hours for examination by a representative of University to the extent necessary to verify the payments herein provided.

(b) To the extent permitted by law, the University agrees that it will not disclose the terms of Paragraph 5 hereof to other colleges and universities without the prior consent of CLC, which consent shall not be unreasonably withheld.

6. MANNER OF PAYMENT - All amounts payable to University shall be paid in United States dollars by check made payable to Boise State University, and sent to Mr. Brad Larrondo, Assistant Athletic Director, Boise State University, 1910 University Drive, Boise, Idaho 83725-1020.

7. LEGAL

(a) CLC understands and agrees that, except when University and CLC have conflicting interests, University shall have the sole right, in University's discretion, to control the prosecution or defense of any action or lawsuit in which University and CLC are named parties, to decide whether to file and prosecute an action or lawsuit, or to appeal any judgment adverse to University as a joint or individual party, or to compromise or settle any potential or pending action or lawsuit, in any matter against a third party arising out of or related to this Agreement. CLC further understands and agrees that University shall have the sole right, in University's discretion, to select and retain counsel for any of these purposes. University agrees to consult with CLC, to the extent that it is feasible and not prejudicial to University's interest, before making any final decision in any matter in which University and CLC are aligned against a third party, and University further agrees that it shall not commit CLC to the terms of any compromise or settlement which would make CLC wholly or partly responsible for the payment of money to a third party without the prior written consent of CLC, which shall not be unreasonably withheld.

(b) CLC undertakes and agrees to provide, at reasonable cost to be borne by University, any evidence, documents, and testimony which may be requested by University to assist in the filing,

prosecution, settlement, or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to this Agreement or in the defense by University of any action against University by any third party arising out of or related to this Agreement, and CLC shall join as a party plaintiff or defendant with University at University's request. In the event CLC is joined in any of said actions, either as party plaintiff or party defendant, it is understood that any expenses incurred by CLC in connection therewith, shall be paid by CLC and University shall have no liability for paying said expenses.

(c) University shall pay the costs and expenses of any action or lawsuit in any court or in any state or federal agency when University is a party thereto against a third party in any matter arising out of or related to this Agreement. Any award of attorneys' fees in any action in any court or in any state or federal agency shall be paid solely to University, and CLC shall not share therein. Any damages or profits ordered to be paid to University by any third party in any matter arising out of or related to this Agreement will, to the extent that such damages or profits are actually collected by University, be first retained by University to reimburse University fully for all costs and expenses incurred in the action or lawsuit, including compensation for the time spent by University's employees in connection with the action or lawsuit, and any remaining money, to the extent that it is compensation for royalties otherwise payable, will be divided between University and CLC as specified in Paragraph 5 of this Agreement.

8. NOTIFICATION OF CLAIMS - In the event that either University or CLC learns or becomes aware that any third party has made or may make a claim against University or CLC for any matter arising out of or related to this Agreement, the party learning or becoming aware of such actual or potential claim shall notify the other by telephone on the same day, and shall follow such telephonic notification with a full written report within 48 hours.

9. INQUIRIES - University agrees that, if any potential licensee of any Indicia directs an inquiry to University, such inquiry will be forwarded to CLC for a response. CLC agrees that, upon receiving any inquiry from a potential licensee, whether from University or directly from such potential licensee, CLC will handle said licensee request in an expeditious manner.

10. RELATIONSHIP OF PARTIES - Nothing herein shall give CLC any right, title, or interest in any Indicia of the University except the limited interest specifically stated in this Agreement, and all use by any licensee of any of the Indicia shall inure to the benefit of University. Neither CLC nor any licensee is empowered to state or imply, either directly or indirectly, that CLC or any licensee or any activities other than those pursuant to this Agreement and licenses issued pursuant to this Agreement are supported, endorsed or sponsored by University, and upon the direction of University, express disclaimers to that effect will be issued. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

11. INDEMNIFICATION - University shall have no liability for any item manufactured or sold by a licensee, and CLC shall require all licensees to indemnify and hold harmless University and officers, employees, servants, and agents thereof from any and all liability caused by or arising from workmanship, material or design of any item manufactured or sold under any Indicia pursuant to a license granted pursuant to this Agreement. CLC shall require of each licensee that it have and maintain liability insurance sufficient to cover all foreseeable product liability claims. University shall not be liable to CLC or to any licensee, as the result of activities by CLC or any licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by CLC or any licensee because of any patent, copyright or trademark held by a third party except where Indicia is used as expressly authorized in this Agreement.
12. TERM - This Agreement shall begin on July 1, 2006 and shall expire on June 30, 2016, unless sooner terminated or extended in accordance with the provisions hereof. This Agreement shall automatically be extended for additional yearly periods under the same terms and conditions unless either party shall give written notice of termination at least ninety (90) days prior to the end of the respective period.
13. TERMINATION OR EXPIRATION - Upon termination or expiration of this Agreement, all rights of CLC shall forthwith terminate except that CLC shall continue to receive compensation outlined in Paragraph 5 for a period of one year following termination or expiration of this Agreement on all license agreements in effect as of the date of termination or expiration of this Agreement, regardless of when such license agreements expire. However, CLC shall not have the right to receive such compensation in the event that the University terminates the Agreement as a result of a breach of the Agreement by CLC, or if CLC terminates the Agreement for any reason.
14. CORRESPONDENCE OF LICENSES - The term of any license granted by CLC shall, as far as feasible, terminate no later than the termination of this Agreement.
15. DEFAULT - If either University or CLC shall fail to perform any of the material terms or conditions of this Agreement and such material breach shall not have been cured within thirty (30) days after the non-defaulting party has given written notice thereof, the non-defaulting party shall have the right to terminate this Agreement, without prejudice to the right of compensation for losses and damages.
16. INSOLVENCY - To the extent then permitted by law, this Agreement shall be terminated immediately if CLC shall make any assignment for the benefit of creditors, or shall file any petition under the Bankruptcy Act for reorganization, or file a voluntary petition of bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States or of the several states.

17. NOTICES - All notices and statements to be given and all payments to be made hereunder, shall be given or made at the respective addresses of the parties as set forth above unless notification of a change of address is given in writing. Any notice shall be sent by registered or certified mail, or by mailgram, telex, TWX, telegram, or facsimile, and shall be deemed to have been given at the time it was mailed or transmitted.

18. SEVERABILITY - In the event any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this Agreement shall be deemed and remain fully valid and enforceable.

19. NONASSIGNABILITY - This Agreement and any rights herein granted are personal to CLC and shall not be assigned, sublicensed or encumbered without University's written consent except that the Agreement and rights may be assigned along with CLC's entire business in licensing the marks of universities, provided the obligations of the Agreement are assumed by the assignee.

20. INTEGRATED AGREEMENT - This Agreement constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between the University and CLC. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified except expressly in writing and signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. When necessary for appropriate meaning, a plural shall be deemed to be the singular and a singular shall be deemed to be the plural.

21. APPLICABLE LAW - This Agreement shall be construed in accordance with the laws of the state of Idaho.

22. APPROVAL OF AGREEMENT - This Agreement may not take effect until it has been approved by the Idaho State Board of Education.

BOISE STATE UNIVERSITY
By: Stacy Pearson
Stacy Pearson

THE COLLEGIATE LICENSING COMPANY
By: William P. Battle
William P. Battle

Title: Vice President for Finance and Administration

Title: President and Chief Executive Officer

Date: 12-22-06

Date: 1-09-07

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

BOISE STATE UNIVERSITY

SUBJECT

Alumni and Friends Center Development and Occupancy Agreement

REFERENCE

February 2008	The Idaho State Board of Education (Board) approved University/Foundation Land Exchange Agreement
February 2013	Board approved modification to University/Foundation Land Exchange Agreement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.E.2.b.v, vi, xvi and V.I.2

BACKGROUND/DISCUSSION

In 2008 the Board approved a land exchange agreement between Boise State University (BSU) and the Boise State University Foundation. A modification to that agreement was approved by the Board in 2013. The purpose of the land exchange agreement was to provide the Foundation ownership of and the opportunity to redevelop the project site for the future Alumni and Friends Center.

BSU, the Foundation, and the Alumni Association share a common mission to engage the community to support BSU, including its students and alumni. This new facility will not only provide much needed office space for BSU, Foundation and Alumni Association staff, but it will also provide modern meeting and event spaces for enhanced community engagement activities. This facility will be a prominent building near the east entrance to the campus and represents a significant improvement to BSU campus.

The Alumni and Friends Center is not a BSU project and is being funded by donations and other funds secured by the Foundation; however, BSU will occupy a large percentage of the facility and the commitment required for such use requires Board approval.

Attachment 1 is an "Agreement for the Development, Occupancy, Ownership and Use of the Alumni and Friends Center" detailing the financial and operational commitments for which BSU seeks Board approval.

The proposed commitment is very similar to the Board approved transaction for the Ron and Linda Yanke Family Research Park. In that transaction the Foundation raised private donations and issued debt to secure the facility. The cost of the Foundation's debt was passed through to BSU in the form of an annual lease payment. The BSU was then responsible for the lease payment, operations and maintenance of the facility. When the Foundation's debt was fully

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

serviced, the lease payments ceased and ownership of the Yanke facility was deeded to BSU.

Similarly, the Foundation and Alumni Association have secured considerable private donations for the Alumni and Friends Center (approximately \$7 million), but the project needs an additional \$5 million to be fully funded.

IMPACT

The Foundation intends to secure a maximum of \$5 million in debt (less if more is fundraised) to finance the remainder of the funds needed for this project. The Foundation has worked closely with BSU in soliciting financing bids from local financial institutions. The current leading bid is a proposed ten year, fixed interest rate loan, at an annual interest rate of 2.32%. Those terms, when applied to a \$5 million loan amount, result in an annual loan payment of approximately \$566,000. This information is based on a bid received June 25, 2014. The Foundation will not enter into the loan agreement until Board approval of Attachment 1. As such the interest rate quoted for the loan is subject to market conditions and may change.

The Foundation's cost of debt will be passed through to BSU in the form of an annual lease payment. After ten annual lease payments (assuming a ten-year fully amortized loan), the Foundation's debt will be fully serviced and the Foundation will deed the property to BSU.

In addition to the annual lease payment, BSU is responsible to operate and maintain the facility. The Foundation's property, building, and Agreement (Attachment 1) with BSU may be used as security for the loan.

ATTACHMENTS

Attachment 1 - Occupancy, Ownership and Use Agreement

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The referenced Agreement provides that in the event the Foundation finances unmet project costs, the "Foundation will make reasonable efforts to finance the debt on the most favorable terms available." If required by the lender, BSU would guaranty the loan, subordinate to "any obligations that are a priority to any secured creditors of BSU."

In addition to lease payments sufficient to pay down principal and interest on the loan, the Agreement commits BSU to pay as additional rent (i) "any loan fees, or other costs, fees and expenses associated with the financing of ... design and construction;" and (ii) expenses incurred in excess of project costs, including insurance and property taxes.

Whereas the Foundation exists for the benefit of BSU, the terms of this proposed Agreement are reasonable. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

BOARD ACTION

I move to authorize Boise State University to enter into the University/Foundation Development, Occupancy, Ownership and Use Agreement in substantial conformance with the document as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**AGREEMENT FOR THE DEVELOPMENT, OCCUPANCY, OWNERSHIP AND USE
OF THE ALUMNI AND FRIENDS CENTER**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 (“Effective Date”), by, among, and between BOISE STATE UNIVERSITY, an agency and institution of higher education of the State of Idaho (the “University”) and BOISE STATE UNIVERSITY FOUNDATION, INC., an Idaho nonprofit corporation separate and independent from Boise State University but existing solely to engage in activities designed to support and benefit University (the “Foundation”), and the BOISE STATE UNIVERSITY ALUMNI ASSOCIATION, INC., an Idaho nonprofit corporation (the “Alumni Association”).

RECITALS

WHEREAS, consistent with its purpose to engage in activities designed to support and benefit University, University, Foundation, and Alumni Association have completed a Real Property Exchange and Charitable Contribution Agreement (“Exchange Agreement”) to exchange properties which resulted in the Foundation’s ownership of certain parcels of real property formerly owned by University and Alumni Association, and described more fully on Exhibit A hereto (the “Foundation Property”); and

WHEREAS, the three parties are mutually interested in the development of the Foundation Property by virtue of construction by the Foundation of a new “Alumni and Friends Center” building or alternatively named building and other improvements (the “Building”) on the Foundation Property as contemplated by State Board of Education formal action on February 21, 2013 at its regular meeting; and

WHEREAS, upon Foundation’s completion of the Building and upon the occurrence of the Foundation incurring debt to cover a portion of the construction costs, the parties have agreed that a portion of the Building’s office or other space will be leased from the Foundation to University; and

WHEREAS, at a point in the future, the University, Foundation, and Alumni Association have further agreed that the Foundation will deed the Foundation Property (to the real property and improvements including the Building) back to the University, and that University will likewise lease a portion of the Building back to the Foundation; and

WHEREAS, the parties have agreed that the Alumni Association shall have certain rights to use the Building; and

WHEREAS, these Recitals shall be limited by and construed to be in accordance with the terms and conditions contained in the body of the Agreement set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, conditions, agreements and obligations contained herein, University, Foundation and Alumni Association agree as follows:

1. Design and Construction Costs.

The Building will be designed and constructed by the Foundation upon the Foundation Property at an estimated total project cost of \$12,000,000 (“Project Cost”). Approximately \$7,000,000 has, as of the date of execution, been received by the Foundation from generous donors and is being held and reserved, and shall be applied to the total construction cost of the Building and other improvements (collectively, the “Project”). The remaining balance of approximately \$5,000,000 is anticipated to be raised either by continued donations or through the use of a loan or other debt instrument.

2. Aid and Assistance; Design Collaboration; Compliance with University Design Standards.

- a. University agrees to cooperate with and assist the Foundation during the City of Boise permitting process for design and construction of the Building. Notwithstanding University’s agreement to cooperate with and assist Foundation, Foundation acknowledges and agrees that University is not responsible for the outcome of such permitting process, and all final decisions regarding design and construction, and permitting responsibility, rest with the Foundation.
- b. Preliminary design plans for the Building are attached as Exhibit B. Foundation will collaborate with University and Alumni Association in the continued development of the design of the Building, including but not limited to Building exterior design (including, without limitation, Building elevation, materials, color, canopy sections and other pertinent details), Building density, and Building height. The final design and construction of the new Building will meet the design and guideline standards established by University Architectural & Engineering Services.

3. Construction Costs and Financing; University Guaranty

In the event Foundation receives a loan or otherwise incurs debt to fund the remaining unmet construction costs of approximately \$5,000,000, Foundation will make reasonable efforts to finance the debt on the most favorable terms available, and the debt may be structured in any manner, including but not limited to traditional or balloon financing or tax-exempt bond financing. The University shall guaranty the loan, upon the request of the Foundation if required by the lender or if such guaranty would result in more favorable financing terms. Execution by the University of any of guaranty documents required by this Section shall not create any obligations that are a priority to

any secured creditors of the University. Foundation will apply all future donations to the Building which are not otherwise restricted, less any gift or administration fees or related costs, to the repayment of the principal until such time as the debt is repaid, and University shall pay all other amounts due to principal and interest due and owing during the term of the loan and upon maturity of the loan in consideration for the University's lease of the University Office Space, as further set forth in Section 5 below.

4. Construction

Foundation will begin construction of the Building to have approximately 39,000 square feet within one (1) year following the Effective Date of this Agreement, unless it is necessary in the Foundation's reasonable discretion to extend the construction commencement date.

5. Lease of a Portion of Building to University if Foundation Incurs Debt.

In the event Foundation incurs debt to fund the remaining unmet construction costs (the "Debt Obligation"), Foundation shall lease the "University Office Space," defined as all of the Building except the Foundation Office Space (defined below) and provide the University with the quiet enjoyment of the University Office Space pursuant to the terms set forth herein (the "University Lease"). The Foundation shall retain office space within the Building that is adequate to accommodate its staff (the "Foundation Office Space") in an amount generally consistent with the Foundation's historical usage of space per staff member, and any dispute concerning such allocation shall be resolved in accordance with Section 11 of this Agreement. The Lease shall contain the following terms and conditions:

- a. In consideration for the leased University Office Space, University shall pay lease payments (the "Lease Payments") which shall be sufficient to pay the amount of principal, if any, including any mandatory prepayment or redemption, and interest on the Foundation's Debt Obligation coming due on the next applicable payment date.
- b. In addition, the University shall pay as additional rent, within a reasonable timeframe after receipt of an invoice therefor from the Foundation: (i) any loan fees or other costs, fees and expenses associated with the financing of the Foundation's design and construction of the Building, and (ii) any and all expenses incurred by the Foundation in excess of the Project Costs in connection with the Building's construction ("Additional Expenses"), including, without limitation, any insurance costs paid by the Foundation, closing costs associated with the purchase of the Property, and any property tax(es) against the Property assessed, incurred and/or becoming due and payable, provided that the Foundation will incur no such Additional Expenses without the prior consent of the University, and such consent will not be unreasonably withheld and shall be provided as timely as possible.
- c. The University's obligations under the Lease, including the Lease Payments and Additional Rent, shall be subordinate to the University's existing and future

secured obligations, including but not limited to general obligation bonds or student fee revenue bonds issued by the University.

- d. University will take immediate possession of the University Office Space upon completion of the Building and issuance of a certificate of occupancy. The University will remain in continuous, uninterrupted possession and control of the University Office Space until the Debt Obligation is fully paid and discharged. The University shall not assign the Lease or sublet the University Office Space, except as follows: University may assign or sublet portions of the University Office Space during the term of this Agreement to entities it partners with on projects related to a University purpose, so long as (i) any use of the University Office Space by any third party is in compliance with the terms of this Agreement, including without limitation subsection (c) below with regard to Permitted Use, and (ii) the Foundation provides prior consent to the lease or sublease of the University Office Space, which consent will not be unreasonably withheld.
- e. The University acknowledges and agrees that the Building may be used only for the purposes set forth herein, which are primarily for University Advancement and alumni-related purposes (the “Permitted Use”), and such incidental uses related to the Permitted Use including (without limitation) (i) faculty meetings, (ii) community informational meetings, and (iii) general office use in direct support of the educational and University Advancement endeavors. Additionally, during the term of the lease, University’s use of the Building and University Office Space shall at all times be in compliance with all law applicable to the University and the Foundation, and any applicable donor agreements.
- f. The Foundation shall secure property and premise liability insurance for the Foundation Property, and the University shall, as part of the Additional Expenses, reimburse the Foundation all costs paid for such insurance. To the extent any loss on or of the Foundation Property is not covered by the Foundation’s insurance, University shall bear all risk of loss of the improvements on the Foundation Property. If the Building or any other improvements are destroyed or rendered unusable by an event covered by the Foundation’s insurance, the proceeds of such insurance shall belong to the Foundation.
- g. To the extent permitted by applicable law and subject to the limitations of Idaho Code Sections 6-901-6-929, the Idaho Tort Claims Act, University does hereby agree to indemnify and defend the Foundation from and against any and all claims in any way related to the Property or its use by the University or any person or entity. This indemnification is intended to be construed as broadly as possible, and shall relate to any claims whatsoever involving the Foundation Property and its use, extending, without limitation, to claims that result from the University’s breach of any provision in this Agreement as well as claims that do not result from the University’s breach of any provision herein. Nothing in this Agreement shall be construed as to obligate the University beyond the limits of the Idaho Tort Claims Act or waive the University’s sovereign immunity.

- h. University shall be responsible for all maintenance, janitorial, utility, repair and operational expenses of the Foundation Property and Building. The University shall use its sole discretion in what maintenance or repair is required and shall perform the same at its own expense; provided, however, that the University shall keep the Foundation Property and Building in good operating condition at all times, and agrees to promptly repair and restore Foundation Property and Building to a condition as good as received by the University from the Foundation or as thereafter improved, reasonable wear and tear excepted. All costs, utilities, assessments or any other obligation associated with the use and occupation of the Foundation Property and Building shall be borne by the University.
- i. The University shall maintain and operate the Foundation Property and Building in accordance with all applicable laws, rules, codes and regulations of any applicable governmental entity(ies), including without limitation the Americans With Disabilities Act of 1990, as amended from time to time (the “ADA”). The University shall not enter into any change of use of the Foundation Property and Building, whether approved by the Foundation or not, if such change in use would result in increased liability of the Foundation under the ADA or any shifting of liability between the University and the Foundation as a result of any such change of use. University shall indemnify and hold the Foundation harmless from and against any and all claims arising from non-compliance or alleged non-compliance with the provisions of the ADA in effect during the term of the lease, including any extensions and renewals, due to the University’s changes or alterations to the Foundation Property and Building and/or the passageways, pedestrian walkways, sidewalks or parking, and from and against all costs, attorney fees, expenses and liabilities incurred in or from any such claim.
- j. University may make such changes or improvements to the Foundation Property and Building only with the written consent of the Foundation.
- k. University shall have the right to provide exterior signage upon the Foundation Property and the Building in its reasonable discretion, so long as the signage is in accordance with all applicable laws and regulations and in accordance with any naming rights granted by the University to any donors in recognition of charitable gifts.
- l. Foundation shall have no duty whatsoever as landlord for the condition of the University Office Space and all such duties or responsibilities are hereby assumed by the University. The Foundation’s sole duties are those specifically set forth herein.

6. Term of University Lease

In the event the Foundation incurs debt for any unmet construction costs, the term of University tenancy shall begin on the date such debt is incurred, and will terminate upon payment in full of the Debt Obligation in accordance with the provisions of this Agreement. In the event no debt is incurred, the Foundation Property and Building will be deeded in fee simple to University upon completion of the construction of the Building in accordance with the terms below.

7. Deed to Property and Improvements – Foundation Tenancy

In the event that (i) the Foundation determines that no debt financing is necessary to complete the Building due to receipt of adequate donations, or (ii) the Foundation incurs debt for any unmet construction costs and the principal and interest on the loan or debt is paid in full by the Foundation and/or University, then, in either case, the Foundation will immediately deed the Foundation Property and Building in fee simple to the University for an amount of ten dollars in accordance with the following terms and conditions:

- a. Foundation shall prepare and record all legal documents University may require to evidence ownership and conveyance of the Foundation Property, the Building, and any other improvements upon the Foundation Property.
- b. Ownership will be conveyed without lien(s), deed(s) of trust, loan(s), or any other form of lien or other encumbrance. Foundation's personal property will not be considered improvements and will not be conveyed.
- c. Upon conveyance to the University, University shall be solely responsible for any and all costs associated with the Foundation Property and Building, including without limitation, all operational, janitorial, insurance, property taxes, maintenance, utility, and repair costs.
- d. Following the date of the recordation of ownership by University, Foundation may remain in and occupy the Foundation Office Space as a tenant of University, subject to the terms and conditions herein, and University decisions related to the use of the Building. Sole discretion shall be afforded to the University in determining the length of the tenancy and any additional terms of the tenancy if the University decides, in its discretion to repurpose the Building or a portion thereof, and subject to subsection (f) below.
- e. The lease and use of the Foundation Office Space and parking will be in compliance with all law applicable to the University or the Foundation and in accordance with that certain Memorandum of Understanding between Boise State University Foundation and Boise State University dated February 14, 2012 and that Support Agreement between the Foundation and the University dated July 1, 2010.
- f. The term of the lease of the Foundation Office Space shall be until (i) University provides 180 days written notice terminating Foundation's tenancy in the event that University decides, in its reasonable discretion to repurpose the Building or a portion thereof, provided, however, that any repurposing shall be made in accordance with the stated and acknowledged goal of keeping the Foundation, Alumni Association, and University Advancement in the same facility; or (ii) Foundation provides 180 days written notice to University that it is terminating its tenancy. In the event the Building is sold, repurposed, or destroyed during its ownership, University shall make good faith efforts to provide similar use rights and privileges to the Foundation in reasonably

comparable space to aid and benefit the Foundation in its mission to “engage in activities designed to support and benefit Boise State University.”

- g. Foundation shall have reasonable use of any event or large meeting space and kitchen within the Building at no cost, following normal request and notification procedures established by the University, subject to the terms and conditions stated herein, including but not limited to those established in Section 8 below.
 - h. University may make such changes or improvements to the Foundation Property and Building as it sees fit, provided, however, that if such changes or improvements alter the Foundation Office Space occupied during its tenancy term, the University shall first obtain the written consent of the Foundation.
 - i. University shall continue to have the right to provide signage upon the Foundation Property and the Building in its sole discretion, so long as the signage is in accordance with all applicable laws and regulations and in accordance with any naming rights granted by the University to any donors in recognition of charitable gifts, so long as such naming is in compliance with University and Idaho State Board of Education policies.
 - j. Foundation may, during its tenancy, provide reasonable advance notice not less than 60 days in advance, to request expansion of its leased space to reasonably accommodate and provide adequate office space for its staff in an amount generally consistent with the Foundation’s historical usage of space per staff member. Any dispute concerning such allocation or expansion request shall be resolved in accordance with Section 11 of this Agreement. Foundation shall be solely responsible for any build-out costs of the additional space.
8. **Use of Building by Alumni Association.** During the Foundation and University ownership and tenancy, the Foundation and University agree to locate all University Alumni Relations employees within the Building in an effort to centrally locate and co-locate University Advancement, Foundation, and Alumni Relations personnel. The Alumni Association will also enjoy, at no cost, priority use of first floor event space, large meeting spaces, conference room space, the kitchen, and the common area surrounding the Building following normal request and notification procedures established by the University. “Priority use,” as that phrase is used herein, means that Alumni Association events, gatherings and functions shall have priority over and shall displace all other prior planned events, gatherings and functions in the first floor spaces identified above where there is no detriment (other than the inconvenience of its function’s displacement) to the other reserving party. If there is a detriment to the other reserving party, and the use conflict cannot be resolved at the staff level, then the Foundation Chief Operating Officer, an Alumni Association Executive Committee representative, and the Vice President for Advancement will jointly determine which event takes place in the space on the conflict date. In the event the Building is sold, repurposed, or destroyed during its ownership, University shall make good faith efforts to provide similar use rights and privileges to the Alumni Association in reasonably comparable space to aid and benefit the Alumni Association in its mission to “connect,

celebrate, and engage alumni and friends of the University to build lifelong relationships that support the future of the University.”

9. Parking.

- a. Alumni Association, in entering into the Exchange Agreement referenced herein, has deeded ownership of property to the Foundation, which property includes a total of 30 parking spaces (29 plus 1 ADA accessible space) immediately in front of the existing Alumni Association building. In order to reasonably protect the parking revenues and privileges associated with those spaces after the construction of the Alumni and Friends Center, during the Foundation’s ownership and the University’s tenancy of the Building, the Foundation and the University agree and acknowledge herein that revenues derived from operation, rental and use of 30 spaces within the Building parking lot during limited periods of use - football home games, basketball home games, special events, and Alumni Association gatherings and functions (“Game and Event Parking”) - will be and remain with the Alumni Association. Thereafter, during the University’s ownership of the Building, use and/or revenues derived from the operation, rental, and use of such 30 spaces for Game and Event Parking will be provided by the University to the Alumni Association subject to an annually revocable Parking Agreement with the University. Nothing herein shall restrict the Foundation’s use and University’s use and revenue collection related to these same parking spaces during regular business hours and any other time which does not conflict with a scheduled use of the Game and Event Parking spaces by the Alumni Association in accordance with any Parking Agreement in effect.
- b. During the Foundation’s ownership of the Building, the University and Foundation agree and acknowledge herein that Game and Event Parking revenues derived from operation, rental and use of an additional 30 spaces within the Building parking lot shall inure to the benefit of the Foundation, to the extent they do not conflict with the Alumni Association’s rights under subsection (a) above. The Alumni Association shall rent and collect revenues for the Foundation’s 30 spaces, and shall remit such revenue to the Foundation (net any related expenses). Thereafter, during the University’s ownership of the Building, use and/or revenues derived from the operation, rental, and use of such 30 spaces for Game and Event Parking will be provided to the Foundation, subject to an annually revocable Parking Agreement with the University, and during the term of the Parking Agreement, the Alumni Association shall continue to rent and collect revenues for the Foundation’s 30 spaces, and shall remit such revenue to the Foundation (net any related expenses). Nothing herein shall restrict the Foundation and University’s use of these same parking spaces and all parking spaces on the property during regular business hours and any other time which does not conflict with a scheduled use of the spaces by the Alumni Association pursuant to subsection (a) above.
- c. During the Foundation and the University’s ownership and tenancy, during normal business hours, all parking surrounding the Building shall be used by the University in accordance with its normal parking procedures, provided that (i)

Foundation and BSU employees working in the Building shall be given priority to park in the spaces surrounding the Building (as opposed to parking elsewhere on campus), and (ii) not less than 5 parking spaces will be sought to be designated for visitor use.

10. Notices.

Any notice to be given hereunder shall be given by personal delivery or by depositing such notice in the United States Mail first class postage prepaid, and addressed to the respective party at the following address:

a. University:

Kevin Satterlee, Vice President, Campus Operations & General Counsel
Boise State University
Administration Building, Ste. 214
1910 University Dr.
Boise, Idaho 83725

Laura Simic, Vice President, Advancement
Boise State University
1910 University Dr.
Boise, Idaho 83725

With a copy to:

Matt Wilde, Deputy General Counsel
Boise State University – MS 1002
1910 University Dr.
Boise, Idaho 83725

b. Foundation:

Chris Anton, Chief Operating Officer
Boise State University Foundation, Inc.
2225 University Drive
Boise, Idaho 83706

c. Alumni Association

Estevan Andrade, Executive Director
Boise State University Alumni Association, Inc.
1910 University Dr.
Boise, ID 83725-1035

Each party shall give notice to the other parties of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided.

11. **Default, Cure, and Litigation.** The parties agree that litigation between the parties arising from the terms of this Agreement would be a waste of resources. As such, the parties agree that any disputes or defaults that arise from this Agreement will be resolved in the following manner. Resolution of any dispute will be sought to be resolved in good faith by the appropriate staff of each of the parties. However, if any party shall default in any way upon its respective obligations to another party or parties under this Agreement, the defaulting party shall have a period of 60 days from the date of written notice from the non-defaulting party within which to cure any default. Upon an uncured default of this Agreement by the defaulting party, the matter will be referred to the Chief Operating Officer of the Foundation, the Executive Director of the Alumni Association, and the Vice President for University Advancement to resolve the dispute. If these parties cannot resolve the dispute or default, then it will be referred to the Chair of the Foundation, the President of the Alumni Association, and the President of the University. If they are unable to resolve the dispute or default, the parties shall hire a mutually acceptable mediator to help resolve it. If and only if all the above steps are followed in sequence and the dispute or default remains unresolved or uncured, either party shall have the right to initiate litigation.
12. **Time Is Of The Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
13. **Binding Upon Successors:** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement shall run with the Foundation Property.
14. **Effective Date.** This Agreement shall be effective upon the date fully executed.
15. **Invalid Provisions.** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.
16. **No Agency.** University acknowledges that Foundation and Alumni Association are acting as principals in all the transactions contemplated by this Agreement and in no way shall either be deemed an agent of University. Neither the Foundation nor Alumni Association shall have any obligations to University as an agent of University, nor shall University have any obligations to Foundation or Alumni Association as a principal of Foundation or Alumni Association.

17. **Attorney Fees.** Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs and not as damages, reasonable attorney fees to be fixed by the court.
18. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Idaho.
19. **State Board Approval.** This Agreement's provisions and terms, and the validity and enforceability of the same, including but not limited to the provisions contained in Sections 3 and 5. a. herein, are expressly conditioned and contingent upon formal approval by the State Board of Education. In the event that this Agreement's provisions and terms are not expressly approved by the State Board of Education as required, then the parties hereto shall be fully released and discharged from any obligation contained within this Agreement, and this Agreement shall be of no further force or effect.

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

For FOUNDATION:

DATE: _____

DATE: _____

Chris Anton, Chief Operating Officer

Joy Kealey, Chair

For University:

DATE: _____

Dr. Robert Kustra
President, Boise State University

For Alumni Association:

DATE: _____

DATE: _____

Greg Chavez, President

Jesse Harris, Secretary

EXHIBIT A
Foundation Property

DRAFT

EXHIBIT B
Preliminary Design Plans

6965646_1

DRAFT

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

BOISE STATE UNIVERSITY

SUBJECT

Amendment to Multi-Media and Marketing Rights Agreement for Boise State University Athletics

REFERENCE

October 2009	The Idaho State Board of Education (Board) approved multi-media and sports marketing agreement with Learfield Sports Marketing (Learfield)
December 2009	Board approved changes to the Learfield multi-media and sports marketing agreement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.I.6.b

BACKGROUND/DISCUSSION

In 2009, Boise State University (BSU) entered into a multimedia and sports marketing agreement with Learfield. The original contract was reached via a public bid process followed by final negotiations with the winning bidder, Bronco Sports Properties, LLC, a subsidiary of Learfield Communications. The original Agreement was for seven years commencing July 1, 2010, with three further one year options, each exercisable at Boise State's option.

BSU has elected to exercise its option to extend the term for three years through June 30, 2020 and to further extend the term through June 30, 2025. In consideration for the extended term, Learfield has agreed to provide BSU additional considerations as outlined below.

IMPACT

The new term of the Agreement shall be July 1, 2013 through June 30, 2025 and is worth a total of \$42,440,000. The full value of the Learfield arrangement to BSU is set forth below.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

Guaranteed Royalty Fee for the Term as follows and as compared to the current contract terms:

Year	Current Capital Stipend*	Current Guarantee Payment	New Capital Stipend	New Guarantee Payment
2013 – 2014	\$167,000	\$2,060,000		\$2,410,000
2014 – 2015	\$167,000	\$2,485,000		\$2,735,000
2015 – 2016	\$167,000	\$2,560,000	\$100,000	\$2,860,000
2016 – 2017	\$167,000	\$2,635,000	\$100,000	\$2,935,000
 (Extension Period)				
2017 – 2018		\$3,210,000*	\$100,000	\$3,300,000
2018 – 2019		\$2,785,000	\$100,000	\$4,150,000***
2019 – 2020		\$2,860,000	\$100,000	\$3,500,000
 (New contract period)				
2020 – 2021			\$100,000	\$3,700,000
2021 – 2022			\$100,000	\$3,900,000
2022 – 2023			\$100,000	\$4,100,000
2023 – 2024			\$100,000	\$4,300,000
2024 – 2025			\$100,000	\$4,500,000

Total Current Contract value \$10,408,000

Total Current Contract value with Extension Years is \$19,263,000

Total New Contract value is \$44,058,000

* Current capital stipend continues through 2017 in the New Contract.

** In the Current Contract the bonus for the extension year would be \$500,000.

***In the New Contract the cash bonus for the long term contract is \$750,000.

Additionally, Learfield will pay bonus payments to BSU on the following occurrences:

For football (the greater of the following applicable payments):

- a. If the team appears in a College Football Playoff series Access Bowl = \$100,000;
- b. If the team appears in the College Football Playoff = \$200,000;
- c. If the team wins the College Football Championship Game, a one-time payment of \$300,000.

For Men's basketball:

- a. If the team appears in the field of 4 teams in the NCAA Basketball Championship Tournament (the "Final Four"), a one-time payment of \$100,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

ATTACHMENTS

Attachment 1 – Proposed Amendment

Page 5

Attachment 2 – Current Multi-Media Rights Agreement

Page 11

STAFF COMMENTS AND RECOMMENDATIONS

This proposed contract reflects the exercise of an option to extend the term and a significant renegotiation of royalties to the benefit of BSU as noted above. The contract amendment also provides for a one-time “Bonus Payment” to BSU in consideration for the contract extension. The bonus amount totals \$1,100,000 to be paid in the form of \$750,000 cash and \$350,000 as a waiver of Learfield’s credit against the royalty fee.

The contract would also commit BSU to providing Learfield with additional revenue opportunities and in-kind benefits as follows: (i) right to sell additional sponsor logo on the Taco Bell Area floor; (ii) media suite in Albertsons Stadium; (iii) one football coaches club membership; and (iv) one basketball Hardwood Club membership.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into the proposed amendment to the multi-media and marketing rights agreement with Bronco Sports Properties, a subsidiary of Learfield Communications as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**AMENDMENT
TO
MULTI-MEDIA RIGHTS AGREEMENT**

THIS AMENDMENT (“Amendment”) is made and entered as of the ___ day of _____ 2014 with an effective date of July 1, 2013 (“Effective Date”) by and between Boise State University (“University”) and Bronco Sports Properties, LLC (“Learfield”), a Missouri limited liability company qualified to do business in Idaho and a wholly owned subsidiary of Learfield Communications, Inc. This Amendment amends that certain Multi-Media Rights Agreement between University and Learfield that had an effective date of July 1, 2010 (“Agreement”).

BACKGROUND

- A. University and Learfield have been operating under the Agreement.
- B. University has elected to exercise its option to extend the term of the Agreement for the three (3) years through June 30, 2020 and to further extend the term through the period ending June 30, 2025.
- C. In consideration of University extending the term of the Agreement through June 30, 2025, Learfield has agreed to provide University additional consideration as more particularly described in this Amendment.
- D. Capitalized terms used in this Amendment shall have the same meaning as those terms have in the Agreement unless otherwise stated.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, University and Learfield amend the Agreement by this Amendment as follows:

- 1. Term of Agreement. The term of the Agreement will be from July 1, 2013 through June 30, 2025 (“Term”).
- 2. Third Tier Television Rights. The provisions of Section 2.6 (Third Tier Television Rights) are deleted from the Agreement. If at any time during the Term, the television broadcast rights for University athletic events revert to the University from the Mountain West Conference (or any other athletic conference with which University is affiliated during the term of the Agreement), Learfield shall be granted the exclusive rights to such broadcasts for the remainder of the Term with additional payments to University in an amount to be negotiated in good faith at such time. In the event, the parties cannot reach agreement, the exclusive rights to such broadcasts shall no vest in Learfield but shall remain the property of the University.
- 3. Digital Media Rights. Throughout the Term, Learfield shall have the exclusive sponsorship rights associated with “Digital Media Rights” which means all University official athletic platforms including

browser-based websites, mobile web and mobile applications, social media channels such as Facebook, Twitter and Instagram, e-mail and other digital marketing, in-venue digital screens and platforms and all digital distribution of content to the extent such rights do not interfere with any rights reserved by the Mountain West Conference (or any other athletic conference with which University is affiliated during the term of the Agreement) or its chosen platform provider.

4. Capital Subsidy Payments. In addition to the Capital Stipend payments through June 30, 2017, Learfield will make capital subsidy payments in the amount of \$100,000 on July 1 in each Athletic Year beginning with the 2015 – 2016 Athletic Year and continuing through the 2024 – 2025 Athletic Year for University to use for capital improvements to assets within University Athletic venues that may provide sponsorship opportunities. This Capital Subsidy Payment can be used for such items as the purchase and installation of a center-hung videoboard in the Taco Bell Arena or other mutually agreeable venue enhancements. Sponsorship opportunities created by a new center-hung videoboard or any other mutually agreeable asset procured with the Capital Subsidy Payment will be mutually agreed upon between Learfield and University and when agreed upon will be sponsorship rights belonging exclusively to Learfield with no increase in the Guaranteed Royalty Fee. Any revenue collected by Learfield from these rights shall however be included in the calculation of AGR.
5. Additional Rights. In addition to all of the multi-media rights granted to Learfield under the Agreement and this Amendment, throughout the Term, University grants Learfield the following additional rights on an exclusive basis, subject to NCAA rules, regulations or restrictions:
 - i. The right to sell an additional sponsor logo on the Arena floor;
 - ii. A media suite in Albertsons Stadium for shared use by Learfield at no charge. University will, consistent with past practices, provide Learfield with use of the media suite number 621 at no charge for home football games;
 - iii. One (1) football coaches club membership at no charge to Learfield; and
 - iv. One (1) Basketball Hardwood Club Membership at no charge to Learfield.
6. Tickets. Locations of tickets to be provided to Learfield by University for home basketball games shall be materially improved over the locations of those tickets in the 2012 – 2013 Athletic Year.
7. Guaranteed Royalty Fee. Subject to the provisions of Paragraph 10 below, the Guaranteed Royalty Fee for the Term shall be as follows:

<u>Athletic Year</u>	<u>Guaranteed Royalty Fee</u>
2013 – 2014	\$2,410,000
2014 – 2015	\$2,735,000
2015 – 2016	\$2,860,000
2016 – 2017	\$2,935,000
2017 – 2018	\$3,300,000
2018 – 2019	\$3,400,000
2019 – 2020	\$3,500,000
2020 – 2021	\$3,700,000
2021 – 2022	\$3,900,000
2022 – 2023	\$4,100,000
2023 – 2024	\$4,300,000
2024 – 2025	\$4,500,000

8. Revenue Sharing. The Revenue Share Hurdle during the Term shall be as follows:

<u>Athletic Year</u>	<u>Revenue Share Hurdle</u>
2013 – 2014	\$4,795,000
2014 – 2015	\$5,645,000
2015 – 2016	\$5,895,000
2016 – 2017	\$6,045,000
2017 – 2018	\$6,775,000
2018 – 2019	\$6,975,000
2019 – 2020	\$7,175,000
2020 – 2021	\$7,575,000
2021 – 2022	\$7,975,000
2022 – 2023	\$8,375,000
2023 – 2024	\$8,775,000
2024 – 2025	\$9,175,000

9. Trade. Trade associated with Nike shall be increased to \$7,500.00 per year.
10. Bonus Payment. No later than July 31, 2018, Learfield will pay University a one-time bonus of \$1,100,000 (“Bonus Amount”) as and for University’s extension of the Term of the Agreement as set forth in this Amendment with \$750,000 of the Bonus Amount (“Cash Payment”) paid in cash with the remainder of the Bonus Amount (\$350,000) considered paid by Learfield waiving its claim to a \$350,000 credit against the Guaranteed Royalty Fee in the 2013 – 2014 Athletic Year which by this Amendment, Learfield hereby agrees to do.
11. Additional Incentives. Section 7.3.4 of the Agreement (Television Promotion) is deleted from the Agreement.
12. Notices. All references to the Director of Intercollegiate Athletics in Section 8.11 of the Agreement shall mean Mark Coyle or his successor.

13. Relationship of Amendment to Agreement. Except as set forth in this Amendment, the Agreement is hereby ratified and confirmed upon its original terms and conditions. If, however, there is any discrepancy, conflict or variance between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall in all events control.
14. Preapproval of Signage and Partnerships. Before installation or use, Learfield must seek University's written approval of any and all temporary or permanent signage, electronic or otherwise, and may not utilize in any way signage that is not approved by University in its sole discretion. Learfield must seek and receive University's written approval of any and all partnerships prior to entering into any agreement or contract, express or implied, and shall not enter into any partnerships without the express written consent of the University in its sole discretion. The written approval from University required under this paragraph 14 may be in electronic or paper form.
15. National Exposure Bonus Payments. In addition to all other monies due University and obligations of Learfield under the Agreement and this Amendment, the following monies shall be paid by Learfield to University :
 - i. For football (the greater of the following applicable payments):
 - a. Each and every time University football team is invited to appear in the College Football Access Bowls, Learfield will pay University a one-time payment of \$100,000 on the following June 1;
 - b. Each and every time University football team appears in the College Football Playoffs , Learfield will pay University a one-time payment of \$200,000 on the following June 1;
 - c. Each and every time University football team wins the College Football Championship Game, Learfield will pay University a one-time payment of \$300,000 on the following June 1.
 - ii. For Men's basketball:
 - a. Each and every time University appears in the field of 4 teams in the NCAA Basketball Championship Tournament (the "Final Four"), Learfield will pay University a one-time payment of \$100,000.

IN WITNESS WHEREOF, the University and Learfield have entered into this Amendment as of the Effective Date.

BRONCO SPORTS PROPERTIES, LLC

**By: Learfield Communications, Inc.,
Sole Member**

By: _____
David A. Rawlings, Executive Vice President

BOISE STATE UNIVERSITY

By: _____

Name: **Mark Coyle**

Title: **Director of Athletics**

By: _____

Name: **Stacy Pearson**

Title: **Vice President Finance and Administration**

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MULTI-MEDIA RIGHTS AGREEMENT

THIS MULTI-MEDIA RIGHTS AGREEMENT (“Agreement” or “Contract”) is made and entered as of the 9th day of November, 2009, by and between BOISE STATE UNIVERSITY (“University”), and BRONCO SPORTS PROPERTIES, LLC (“Learfield”), a Missouri limited liability company qualified to do business in Idaho and wholly owned by LEARFIELD COMMUNICATIONS, INC.

BACKGROUND TO AGREEMENT

A. This Agreement is intended to set forth the rights, duties, responsibilities of University and Learfield with respect to the “Multi-Media Rights” associated with University’s inter-collegiate athletic programs. These Multi-Media Rights are being granted to Learfield pursuant to University’s Request for Proposal Number TS09-054 and University’s February 18, 2009 letter as its Notice of Intent to Award TS09-054 (collectively the “RFP”).

B. For purposes of this Agreement, the Term “Multi-Media Rights” shall mean the exclusive sponsorship and marketing rights, as hereinafter set forth, with exceptions as set forth within, to inventory, including, but not limited to, print, media, sponsorships, existing or new temporary or permanent signage, and other promotional and sponsorship rights for football, men’s and women’s basketball games, softball, wrestling, gymnastics, tennis and other inter-collegiate sports; and, if University is granted such rights from host venue, promotional rights for all games played at neutral venues where University is designated as the home team; radio and satellite play-by-play broadcast rights for football, men’s and women’s basketball games, softball games and any other collegiate sports as may be agreed between the parties and radio

and satellite broadcast rights for coach's shows; and selected television broadcast rights for football and men's and women's basketball; official athletic website sponsorship; at event corporate hospitality; at event impact; and any other sponsor-related or promotional rights to University's inter-collegiate athletic programs that are particularly described in this Agreement or that may be subsequently agreed to between the Parties as well as all the inventory which is available to University's intercollegiate athletic programs for the 2008 - 2009 University fiscal year. For the avoidance of doubt, the rights granted herein relate to varsity intercollegiate teams and do not include club or intramural teams. For the further avoidance of doubt, the rights granted herein are not exclusive with respect to electronic newsletters, it being agreed and understood that University as well may produce or distribute an electronic newsletter, but University agrees that if it produces or distributes an electronic newsletter primarily relating to Athletics, other than the existing magazine entitled "The Blue" which is produced in print and made available electronically in pdf format, it cannot contain any commercial underwriting or commercial sponsorship or advertising of any kind. University agrees that Touch Fall Marketing, the publishers of The Blue magazine shall be solely responsible for soliciting advertising for the magazine and University shall not solicit advertising on Touch Fall Marketing's behalf.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and the foregoing Background, University and Learfield (individually the "Party" and jointly the "Parties") agree as follows:

AGREEMENT

1.1 Term of Agreement. This Agreement is effective on the date signed by both Parties and shall continue until June 30, 2017 (“Initial Term”) unless otherwise terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as “Athletic Year.” University shall:

(i) have three (3) options to extend the Initial Term of this Agreement for an additional one (1) year period each option through June 30, 2018, June 30, 2019 and June 30, 2020 respectively (“Extended Period(s)”). If University wishes to extend this Agreement for the Extended Period(s) it shall notify Learfield no later than June 30, 2015 of University’s intent to exercise its option to extend the term of this Agreement for the first Extended Period and no later than June 30, 2016 and 2017 respectively for the next two Extended Periods; or

(ii) in its sole discretion shall choose to extend the Initial Term of this Agreement for an additional three (3) year period (“Extended Period”) at one time in lieu of three (3) separate one (1)-year options. If University wishes to extend this Agreement for the three year Extended Period it shall notify Learfield not later than June 30, 2015 of University’s intent to exercise its option to extend the term of this Agreement for the three year Extended Period.

If the term of this Agreement is extended to include the Extended Period(s), then the terms and conditions of this Agreement during the Extended Period(s) shall remain the same as those during the Initial Term except as otherwise stated in this Agreement. Notwithstanding the fact that each contract year begins on July 1, the University acknowledges and agrees that Learfield’s rights and obligations under this Agreement begin on July 1, 2010 (“Effective Date”), but that Learfield will begin its efforts prior to the Effective Date and will expend

substantial amounts of time, effort and resources to fulfill its obligations under this Agreement. The “term” of this Agreement including the Initial Period and the Extended Period(s) is sometimes hereafter collectively referred to as the “Term”.

1.2 Mutual Cooperation. Throughout the Term of the Agreement, it is the Parties’ intention to cooperate to maximize the opportunities to promote the University’s Athletic program and that will foster growth in both the amounts and the potential sources of revenue under this Agreement. To that end, the Parties, including University’s Director of Athletics (and/or his/her designee) will meet, as they mutually agree is necessary, to discuss the rights and inventory granted to Learfield and any unexpected problems arising therefrom to arrive at mutually satisfactory solutions. The General Manager of BRONCO SPORTS PROPERTIES, LLC will be encouraged to attend regularly scheduled University Athletic Department Administrative Staff meetings and will meet no less than once a month with University’s Director of Athletics or his/her designee at times mutually agreeable to the Parties. In addition, University will use reasonable efforts to clearly and concisely define for University’s staff the specific roles and responsibilities which Learfield will undertake with University’s Athletic Department, including, but not limited to, any agreements Learfield enters into with University’s coaches which Learfield and University mutually determine will help to promote the University’s Athletic program and maximize revenue generating opportunities. Learfield will not enter into any agreement with a University coach without prior consultation with and approval from the University’s Director of Athletics and University shall be responsible for coaches’ compensation in its sole discretion. Learfield will keep University informed on a regular basis and/or upon request by University of its sponsorship and marketing plans as well as its current activities. In consideration of fostering a mutually beneficial environment for

both parties, Learfield agrees that it shall keep University informed of its negotiations with potential partners and shall consult with University regarding new potential partners that it wishes to approach and/or rights that it intends to offer.

1.3 Additional Multi-Media Rights. Although this Agreement includes specific rights granted to Learfield, it is agreed that from time to time opportunities for additional Multi-Media Rights may arise or be created that might not have been contemplated or specifically mentioned in this Agreement, including, but not limited to, Learfield finding additional ways to leverage the existing inventory or with new inventory (“Additional Rights”). If the nature of the Additional Rights requires the addition of a significant item of inventory that did not already exist in a University athletic venue in any format, being an alteration that affects the appearance of the venue and/or requires material expenditure (“Material Inventory Alteration”), then Learfield will notify University of such new inventory item in order to obtain University’s approval of such new inventory item. The parties will negotiate in good faith to arrive at a financial model for any Material Inventory Alteration that is funded other than from the Capital Stipend and which includes the allocation of costs between the Parties and the resulting inclusion of revenue from the Material Inventory Alteration in the “AGR” as hereafter defined. For the avoidance of doubt, if, for example, a new ribbon board is installed in Bronco Stadium at a cost to either party of \$250,000.00, the cost incurring party shall first recover its cost of the ribbon board from revenue generated from the ribbon board before any revenue from the ribbon board is included in the calculation of AGR.

2.1 Grant of Exclusive Radio Broadcast Rights. Throughout the Term, University grants to Learfield, subject to any restrictions and modifications set forth by this Agreement, the exclusive rights to make or cause to be made live radio (including satellite radio, high definition radio, Spanish radio broadcasts and audio podcasts) broadcasts of all exhibition, pre-season, regular-season and post-season games for football, men's and women's basketball games and softball games and any other inter-collegiate sports as may be agreed with University. All of such broadcast rights shall be exclusive to Learfield and shall also include any game or games selected for broadcasting by any local, regional or national radio network, subject, however to any currently existing rules governing University as a result of its affiliation with the Western Athletic Conference ("WAC"), the Pacific Ten Conference for wrestling ("PAC 10") or any other conference to which University is affiliated during the Term or the National Collegiate Athletic Association ("NCAA") which could limit such exclusivity granted to Learfield hereunder. Rights to post-season conference and national tournaments are exclusive of all other individual and independent networks except those officially designated as origination stations or networks by radio stations considered by University as part of the radio following the opposing team involved in the game being broadcast. University acknowledges that broadcast rights to post-season conference and national tournaments is important to Learfield's revenue, and if such rights are not available to Learfield, then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee during the time the rights are unavailable. Notwithstanding the exclusive rights granted to Learfield under this Section 2.1, and subject to University's approval, a University student station may broadcast games, but only on a low power radio station which will not carry any commercial underwriting or commercial sponsorship or

advertising of any kind for such varsity intercollegiate game that will materially compete with the rights granted to Learfield hereunder and only if University has first consulted with Learfield in respect of the same.

Learfield shall use its best efforts to provide the widest exposure in the most professional manner relative to all broadcasts and at the very least shall be no less exposure and of no less quality than historically provided by or on behalf of University during the 2008 – 2009 Athletic Year. Without limitation to the foregoing, Learfield agrees that it shall use commercially reasonable efforts to increase the radio coverage of women’s basketball. If at anytime during the Term, Learfield decides to pay for the production, operational and distribution costs of the Bronco radio network (collectively the “Production Costs”) which in turn is expected to increase the revenue opportunities from the radio broadcasts, Learfield shall be entitled to deduct the Production Costs it incurs in calculating the AGR, as hereafter defined, provided that it has first consulted with University with respect to its decision to undertake the Production Costs and University has agreed to the Production Cost budget. Provided that the costs and budget are in line with those of any other universities represented by Learfield or its affiliated companies of equal or greater stature than University with no extenuating circumstances that do not apply to University (“Comparable Learfield Schools”), University shall not withhold approval.

2.2 Radio On-Air Talent. Learfield will employ, at its own expense, or subcontract with other approved providers, any and all personnel Learfield deems necessary to conduct broadcasts covered by the Agreement. Final selection of all air talent for all games, including, but not limited to pre-game, post-game, coaches’ shows and other events to be broadcast must have the approval of University which approval will not be unreasonably withheld. The

University shall also have the right to request removal of a particular on-air talent if it, in its reasonable discretion, deems such removal necessary. The parties agree to discuss in good faith the removal of such on-air talent and allocation of costs or expenses related thereto. Notwithstanding the foregoing, University agrees to be responsible for all normal, reasonable and ordinary replacement costs unless adequate cause exists for such removal. Learfield shall be solely responsible for all employment related costs or liabilities.

2.3 Radio Programming. At the sole cost and expense of Learfield, Learfield shall produce, originate, broadcast and distribute the following radio programming in a quality at least commensurate to the quality of broadcasts historically provided during the 2008 - 2009 Athletic Year with state-of-the-art equipment and quality:

A. Football and Men's and Women's Basketball Games. Learfield will provide live broadcasts in the State of Idaho with emphasis in Boise, Nampa, Caldwell, Twin Falls, Idaho Falls, Pocatello, McCall and Lewiston of each (i) regular-season and post-season game for University varsity football, which may include the spring football game or any others if applicable, whether the same are played in Boise or elsewhere; and (ii) each regular-season and post-season men's basketball game whether the same are played in Boise or elsewhere and (iii) any exhibition men's basketball games if applicable. Each broadcast shall include pre-game and post-game shows with live or taped, as available, coaches' interviews, in addition to comprehensive description of game action. Learfield will use its best efforts to provide live broadcasts of each regular season and post-season women's basketball games to be no less than University's historical level provided during the 2008 - 2009 Athletic Year of live broadcasts of such games. Learfield shall pay for all costs associated with the operation and production and shall be responsible for obtaining any and all necessary clearances of each broadcast

hereunder.

B. Coaches' Radio Shows. Learfield will produce, sell and commercially distribute a weekly coaches' radio show for football and men's basketball and make all shows available to the Bronco Sports Network subject to technical restraints. For the purposes of this Agreement the "Bronco Sports Network" shall be no less than the radio coverage provided to University during the 2008 - 2009 Athletic Year. Learfield will produce and clear a combined total of approximately thirty (30) football and men's basketball weekly coaches' shows each year that will be not less than sixty (60) minutes in length per show. University will make available and provide the services of the head coaches of each such coaches' show. Further, Learfield is hereby granted the exclusive rights, at its option, to produce coaches' radio shows for other sports. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the coach's primary coaching responsibilities and each coach's contract with the University. In the event that a coach is not available, University and Learfield, shall agree to a suitable alternative being either coach's participation by telephone or by substitution of an assistant coach. Notwithstanding the forgoing, University shall use best efforts to provide the head coaches live participation in such shows. Any compensation of the coaches in respect of such shows shall be in the sole discretion of the University but in no event shall Learfield be responsible for a coach's compensation. Notwithstanding the provisions of the preceding sentence to the contrary, if University wishes that Learfield pay part or all of a coach's compensation, it shall notify Learfield in writing of the amount of a coach's compensation that it wishes Learfield to pay ("Coach's Compensation Amount") and Learfield shall pay the Coach's Compensation Amount in two equal payments at the times that Learfield pays the

University its Guaranteed Royalty Fee (December 31 and June 30). Learfield shall then deduct from the Guaranteed Royalty Fee the Coach's Compensation Amount which will be a credit against the Guaranteed Royalty Fee then owed by Learfield to the University. Learfield may sell a specific placement of any or all of the coaches' shows at a location to be determined and University will make the coach available at such location. Such coaches' shows shall be held at the Stueckle Sky Center on campus, unless the parties mutually agree otherwise, Learfield must provide a compelling reason, which may be a financial reason, for the coaches' show to be held at a different location, such as a local restaurant or other campus or off-campus location but shall also ensure that University does not lose revenue by such change of venue, for example through increased transportation costs and/or loss of food and beverage revenue. In such instance, Learfield will make every effort to ensure that such location shall be convenient to Boise State University and its coaches. University reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.

C. Other radio programming. Learfield shall also provide other radio programming, live or taped as applicable, to be no less than provided to University historically during the 2008 - 2009 Athletic Year and as required in the contract between Peak Broadcasting and University dated July 12, 2008 ("Existing Radio Contract") a copy of which has been provided to Learfield as part of the RFP.

D. Technical Requirements. Learfield shall satisfy University as to all technical requirements, including, but not limited to, digital quality, which are necessary to adequately broadcast University athletic events and coaches' shows in a manner no less than provided historically during the 2008 - 2009 Athletic Year and as is reasonable to be expected as

equipment and technology develops during the Term.

E. University Promotional Time. Learfield shall provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments during broadcasts of the game of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year to the greater of the amount it had received historically during the 2008 - 2009 Athletic Year or two (2) thirty (30) second spots for University institutional (rather than Athletics) promotional matters only. Learfield shall also provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments on the flagship station(s) outside of game broadcasts of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year.

F. Learfield shall record all radio broadcasts and shall provide University with a copy of all broadcasts and programs created hereunder. All rights in and to the broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

G. University shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by or on behalf of Learfield hereunder and University shall be entitled to all royalties, fees or other income (excluding, however, any sponsorship or advertising income which shall be included in the AGR as hereinafter defined) which may be attributable to the use of said broadcast material and recordings and Learfield will provide any assistance needed by University to implement any use of said material other than by radio transmission.

H. Notice of the University copyright shall be included as part of every event

broadcast made pursuant to this Agreement. The notice shall consist of the symbol “©” or the word “copyright” followed by the year that the event is first broadcast and the name “Boise State University” in every broadcast or medium of delivery.

2.4 Additional Radio Broadcast Rights. Notwithstanding anything contained in Section 2.1 through 2.3 to the contrary, it is agreed that from time to time forms or methods of additional distribution rights of the aforementioned radio programming may arise or be created that might not have been contemplated, might not have existed as of the date of this Agreement or specifically mentioned in this Agreement, and these rights shall be subsequently included in the rights granted to Learfield based upon the approval of the University, which approval will not be unreasonably withheld, and the Net Revenue from such rights shall be added to the AGR. Without limiting the foregoing, Learfield shall use commercially reasonable efforts to secure satellite and high definition radio transmission at no charge to the University and Learfield shall offer regular audio podcasts at a frequency and level to be agreed with University. All rights in and to the broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

2.5 Football, Men's Basketball and Women's Basketball Coaches' Television Shows.

A. Learfield shall have the exclusive rights to broadcast and sell sponsorships in weekly coaches' television shows for football, men's basketball and women's basketball.

B. Learfield will produce and clear a total of no less than twelve (12) football and no less than twelve (12) men's basketball weekly coaches' shows each year that will be not less than thirty (30) minutes in length per show. Compensation of coaches, if any, will be paid by University but Learfield shall be responsible for all other costs relating to production and

distribution of the shows. Any compensation of the coaches in respect of such shows shall be in the sole discretion of the University. In no event shall Learfield be responsible for any compensation of coaches. Notwithstanding the provisions of the preceding sentence to the contrary, if University wishes that Learfield pay part or all of a coach's compensation, it shall notify Learfield in writing of the amount of a coach's compensation that it wishes Learfield to pay and Learfield shall pay the Coach's Compensation Amount in two equal payments at the times that Learfield pays the University its Guaranteed Royalty Fee (December 31 and June 30). Learfield shall then deduct from the Guaranteed Royalty Fee the Coach's Compensation Amount which will be a credit against the Guaranteed Royalty Fee then owed by Learfield to the University. Parties may agree to proceed with coaches' television shows for any other sports outside of those mentioned above and the net revenue (gross revenue less expenses such as production and distribution for the shows, provided such costs and/or budget have been agreed with University and if the costs and budget are in line with other Comparable Learfield Schools, University shall not withhold approval.) in relation to such additional sports shows shall be included in the AGR as hereinafter defined. Learfield may sell a specific placement of the coaches' show. Such coaches' shows shall be held at the Stueckle Sky Center on campus, unless the parties mutually agree otherwise. Learfield must provide a compelling reason, which may be a financial reason, for the coaches' show to be held at a different location, such as a or at a broadcast studio of Learfield's choice which is convenient to University's campus but shall also ensure that University does not lose revenue by such change of venue, for example through increased transportation costs and/or loss of food and beverage revenue. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the

coach's primary coaching responsibilities and each coach's contractual obligations to the University. Coaches will be encouraged but shall not be required to attend coaches' shows in person if the show is broadcast from outside the Boise, Idaho area. In this regard, it is agreed that a period of time which is sufficient for the production of a thirty-minute weekly coaches' television show will not unduly interfere with a coach's primary responsibilities to University. Notwithstanding the foregoing, Learfield will make every effort to ensure that the location of the coaches' shows shall be convenient to Boise State University and its coaches. University reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.

2.6 Third Tier Television Broadcast Rights.

A. University agrees to license Learfield the exclusive rights to broadcast television play-by-play programming which is not otherwise prohibited by University's affiliation with the WAC, the PAC 10 for wrestling, or any other conference to which University is affiliated during the Term or the NCAA ("Third Tier Television Rights"). Such Third Tier Television Rights include football, men's and women's basketball and any other University inter-collegiate sport, preview shows, a video season ticket podcast, replay shows and video magazine shows. Learfield will be responsible for all costs relating to the production and broadcast of such Third Tier Television Rights and Learfield shall retain all revenue generated from the Third Tier Television Rights and such revenue will be included in the calculation of AGR. Subject to the provisions of Section 4.2 below, these Third Tier Television Broadcasts shall be aired live or with a reasonable tape-delay as agreed with University. The live televising of home football and basketball games shall be at the discretion of the University

based on ticket sales and sell-out policies and the University shall have the right, in its sole discretion to request a tape-delay broadcast of any home game accordingly.

B. Notwithstanding anything herein, Learfield agrees that BRONCOVision shall be the exclusive video streaming venue for all University home and away events, unless and until agreed otherwise with University. Learfield or the applicable television broadcaster shall be provided a link to BRONCOVision from its applicable website.

C. University Promotional Time. Learfield shall provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments during broadcasts of the game of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year to the greater of the amount it had received historically during the 2008 - 2009 Athletic Year, and as required in the contract between Belo Corporation (KTVB Media Group) and University dated June 30th, 2005 ("Existing TV Contract") a copy of which was provided to Learfield as part of the RFP, or two (2) thirty (30) second spots for University institutional (rather than Athletics) promotional matters only. Learfield shall also provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments on the flagship station(s) outside of game broadcasts of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year.

D. Learfield shall record all television broadcasts and shall provide University with a copy of all broadcasts and programs created hereunder. All rights in and to the television broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

E. University shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by or on behalf of Learfield hereunder and University shall be entitled to all royalties, fees or other income (excluding, however, any sponsorship or advertising income, which shall be shall be included in the AGR as hereinafter defined) which may be attributable to the use of said broadcast material and recordings and Learfield will provide any assistance needed by University to implement any use of said material other than by television transmission.

F. University shall own the copyright of and in all broadcasts (live or delayed) and recordings of events or shows covered by this Agreement. Notice of the University copyright shall be included as part of every event broadcast made pursuant to this Agreement. The notice shall consist of the symbol "©" or the word "copyright" followed by the year that the event is first broadcast and the name "Boise State University" in every broadcast or medium of delivery.

2.7 Miscellaneous Terms Applicable to Coaches. Subject to the coaches' pre-existing contractual sponsorship obligations, University will require its coaches to cooperate with Learfield should Learfield need to obtain an endorsement that is beneficial in promoting the University's Athletic program and maximizing the income from the rights granted under this Agreement; nevertheless, Learfield acknowledges that coaches shall not be required to endorse a particular product. University will use its best efforts to prevent its coaches from participating, directly or indirectly, in the endorsement of any product or service that competes with the products or services offered by Learfield's sponsors. Except as set forth herein, and subject to each coach's contractual obligations to University, University will require its coaches to cooperate with Learfield to accommodate reasonable requests of Learfield for its sponsors (such as special appearances, autographs, and letter-writing). Any coaches' endorsements by Learfield must conform to University, WAC, PAC 10 (wrestling only), or any other conference to which University is affiliated during the Term and NCAA rules and guidelines.

2.8 Video/DVD Rights. If Learfield and University mutually agree that a season ending or other highlight audio-visual program (being video, DVD and/or other audio-visual medium as agreed with University) (together defined as "Video Program") is warranted for a particular University team, Learfield shall, at its expense, produce or cause to be produced and sell or cause to be sold, such Video Program at Learfield's cost and Learfield shall retain all of the revenue derived therefrom provided that the Net Revenue (gross revenue in excess of the cost of producing and selling the Video Program provided such costs and/or budget have been agreed with University and if the costs and budget are in line with any other Comparable Learfield Schools, University shall not withhold approval.) shall be considered part of the

AGR. University shall approve the content and artwork of any and all Video Programs.

2.9 Athletic Internet Site and Internet Video Streaming and e-Commerce.

A. While University will control and produce the University's official athletic website, University hereby licenses Learfield the exclusive rights to all sponsorship revenue generating opportunities which now or in the future may exist on the University's Official Athletics Website ("OAS") (<http://broncosports.com>), including, but not limited to, all rights to sell sponsorships in the form of company logos and messages on University's OAS, audio streaming of sponsorship messages and direct internet access to other websites as well as all other sponsorship opportunities which now or in the future may exist in the future on the OAS. All resulting gross revenue derived by Learfield from these rights shall be added into the calculation of the AGR. All other rights relating to the OAS, including but not limited to audio and visual streaming, subscription member services, fundraising, auctions, merchandising, ticket and event revenue and editorial content shall be retained by University. University shall be responsible for providing editorial content on the OAS. Notwithstanding anything contained in this Section 2.9 to the contrary, Learfield acknowledges that the University presently has an existing relationship with Jump TV (host of the OAS) and until and unless such relationship is terminated, Learfield shall not have the right to manage, produce or further develop the OAS unless separately agreed with University. However, University will provide Learfield with the opportunity to have input on decisions regarding the OAS but shall not be obligated to implement Learfield's suggestions. Upon termination of University's agreement with Jump TV, University, with input from Learfield, shall have the right to select Jump TV's successor but University shall not be obligated to grant such rights to Learfield. In the event that Learfield is granted the right to manage the OAS and/or the audio or video streaming,

Learfield shall negotiate the contract with an appropriate website hosting company and pay the then applicable hosting fee for the OAS ("Hosting Fee"). The Hosting Fee shall not be deducted from the Guaranteed Royalty Fee set forth in Section 4.1 and the resulting revenue shall be treated separately from the AGR hereunder.

B. Learfield shall have the exclusive right to publish and distribute an Official Sports Report ("OSR"), daily e-mails of up-to-date and unique news to University fans and constituents. To assist Learfield in its marketing and distribution efforts of the OSR, subject to the applicable data privacy laws and at Learfield's cost, University agrees to distribute such OSR and other Learfield news to its database or e-mail addresses of season ticket holders, and individual game ticket purchasers, athletic department donors and boosters. University will use reasonable efforts to have such OSR distributed to the database or email addresses of the University's alumni association. Learfield acknowledges that University does not control the University alumni association's database or email addresses and that Learfield will be responsible for any costs associated with such distribution.

2.10 Game Program and Schedule Card Production and Sponsorship Rights.

2.10.1 Football; Men's and Women's Basketball. Learfield shall have the exclusive right to print, publish, distribute and sell sponsorship space in football, men's and women's basketball programs (or similar game day publications) for all home games and matches played by University and those designated as home games or matches although played or conducted on a neutral site, during its regular seasons and schedule cards for the other sports (collectively the aforementioned programs and roster cards are referred to herein as "Game Publications").

2.10.2 Matters Relating to All Programs. All costs of printing and distributing all athletic game programs will be the responsibility of Learfield. The quality

and quantity of the game programs will be not less than what has historically been produced by or on behalf of University on a per-game basis for University based on sales demand and no less than the quantity and quality specified in Attachment B of the RFP. University shall be responsible for providing all written content and editing thereof that is required for each Game Publication and will work with Learfield to determine the design of Game Publications and in some instances will be responsible for design elements of the Game Publications. University retains final control of all content and design of its Game Publications but will not have control over sponsorships in Game Publications which control will belong exclusively to Learfield, provided that University has agreed to the percentage of space in the respective Game Publication made available to the sponsors in aggregate. University shall be responsible for supplying Learfield or its printer with Game Publication content not less than 30 business days prior to a Game Publication's publication for "static" pages and not less than five (5) business days for "change" pages. Learfield will provide University with a mutually agreeable reasonable number of complimentary Game Publications, to be no less than five hundred (500) copies in respect of football Game Publications and one hundred (100) in respect of the other Game Publications. University shall have the right to purchase at cost additional copies of Game Publications for its own use from Learfield. Learfield shall charge University no more than its actual printing cost in respect of such additional copies. In addition to the sponsorship revenue from Game Publications, Learfield will retain any game day vending revenue from Game Publication sales which shall be included in the calculation of the AGR. Learfield and University will review and mutually agree upon the sales price, quantity and format of the respective Game Publications for the upcoming season no less than once a year.

2.11 Sponsorship Signage.

A. Except as otherwise set forth in this Agreement, University grants Learfield the exclusive rights to sell sponsorships on all the existing as well as all the future permanent signage (electronic or otherwise) and temporary signage in all University athletic venues, including, but not limited to,

- Bronco Stadium
- Taco Bell Arena

B. If, during the Term, University decides to install new electronic or enhance existing electronic signage or install new videoboards or enhance existing videoboards at any of its athletic venues (collectively the “New Signage”), Learfield will have input into the New Signage in order that Learfield can manage the sponsorships which will result from the New Signage and Learfield will retain all revenue from the New Signage sponsorship sales where such New Signage was paid for out of the Capital Stipend and such revenue shall be included in the calculation of the AGR. If the University decides to install New Signage over and above that which is funded by the Capital Stipend, before so doing it shall agree with Learfield how it shall be funded and how the revenue shall be treated hereunder.

C. The above foregoing notwithstanding, University reserves the rights to utilize signage (electronic or otherwise) for such reasonable amounts of time as agreed upon by Learfield for pre-game, half-time, quarter breaks, game time-outs or post-game for University’s need to promote University sports, the University or University events or accomplishments, or athletically-related activities as deemed reasonably necessary by University but in no event for any commercial underwriting or commercial sponsorship or advertising of any kind, other than for the University Bookstore and for hotel and automobile

lease/transport trade partners as agreed with Learfield, and subject to the provisions of Section 6.1 of this Agreement, in any event to be no more than historically provided to University Bookstore and such hotel and automobile lease/transport trade partners during the 2008 - 2009 Athletic Year.

2.11.1 Athletic Venue Sponsorship Rights. The specific athletic venue sponsorship rights will include, but not be limited to, the following signage:

Bronco Stadium (“Stadium”):

- Main scoreboard permanent panels
- Main scoreboard tri-vision panels
- Fascia signage
- Field level signage and banners
- Façade, Tunnel and Concourse Signage
- On-field logo, with University’s approval and provided that this does not adversely affect the turf
- Message Center Displays
- Promotions that involve sponsors at all events, provided that the University has agreed to such promotions
- Press conference backdrops
- Coaches’ headsets
- Football goal post pads
- Exterior marquee and signage
- Video board features, promotions, replay swipes, PSAs and billboards
- Digital signage (when available in the future)

- Sound system cover
- Concession signs
- Cold air balloon signage
- Temporary signage
- Television monitors (Bronco Vision)
- Field Goal Nets (if such nets can be installed without detriment to spectators view and without damage to the track and field facilities)
- Virtual signage during telecast (subject to any rights retained by the WAC/ESPN)
- Sideline Cooling Systems
- Sideline Equipment Crates
- Sideline employees (e.g., chain crew, managers, etc.) clothing and equipment, as permitted (i) by the University's agreement with Nike or the applicable apparel contract at that time and (ii) the applicable Conference rules.
- Cup Holders, if available
- Other opportunities as approved by University

Taco Bell Arena Signage:

- Rights to the center hung scoreboard signage
- Rights to the University's main scoreboard and panels and auxiliary boards
- Rights to the University's LED displays, if available in the future
- Scoreboard, fascia and vomitory displays
- Scorers' table, press row and baseline table advertising panels (rotational, digital, or static)
- University and opposing team bench chair backs and kick plates

- Message center displays
- Video advertising displays
- Basketball goal posts padding
- Basketball backboard supports (goal profile)
- Team entry canopies/signage
- Playing surface logo opportunities, as approved by the University
- Shot clock advertising panels
- Suite Signage
- Virtual signage during telecast
- Courtside, rotational and permanent signage
- End wall permanent and rotational signage
- Upper corner sponsor panels
- Mezzanine permanent and rotational signage
- Exterior marquee and signage
- Temporary signage and displays
- Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Concession, concourse and lobby displays
- Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider
- Courtside employees, not to include scorer's table personnel (e.g., ball boys, managers, etc.) clothing and equipment as permitted (i) by the University's

agreement with Nike or the applicable apparel contract at that time and (ii) the applicable Conference rules.

- Scoreboard signage in the practice area
- Blimp signage
- Profile Signage (on top of basket supports)
- Other opportunities as approved by University

All Taco Bell Arena signage sponsorship must be subject to the existing agreement between the University and Taco Bell primarily that sponsorship shall not be sold to a competitor of Taco Bell. Furthermore, such sponsorship shall be in respect of athletic events only and sponsors shall acknowledge that their respective signage may be covered or obscured at a non-Athletic event and/or at an athletic event that is not controlled by University such as a NCAA tournament. Learfield acknowledges that University has a separate arrangement with Taco Bell Arena and therefore agrees to consult with University with regard to all Taco Bell Arena signage and inventory and rights granted therein. Notwithstanding the foregoing sentence, the Taco Bell Arena Signage referred to above, shall be available to Learfield in accordance with the terms of this Agreement.

Other Sports Venues:

- Main scoreboard ad panels
- Any sideline and end-line advertising panels
- Message center displays
- Video advertising displays
- Public address announcements

- University and opposing team dugout and bench signage
- Temporary or permanent playing surface logo opportunities
- Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Temporary signage and displays for special events
- Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider
- Other opportunities as reasonably approved by University
- Press Backdrop

Any signage other than the aforementioned signage shall be subject to consultation with University and further subject to the provisions of Section 1.3 above in respect of Additional Rights and/or Material Inventory Alteration.

For the avoidance of doubt, marketing, merchandising, sponsorship, signage, media and commercial rights for events on or within University's facilities that are hosted by other third party organizations or organizations within University that are not related to the Athletic Department, are excluded from this Agreement. Learfield may not enter into contracts with sponsors that prevent University, its Alumni or the University Foundation, from contracting with competitive sponsors for non-University Athletics events, regardless of where the events are held. Furthermore, where University shares facilities with a third party, for example the softball field, the rights granted herein shall only apply Athletic Department events.

2.11.2 Existing Message Board, Videoboard Rights, and Public Address Announcements. University grants Learfield the exclusive rights to secure sponsors for announcements, messages and videoboard displays on existing public address, electronic ribbon boards, scoreboards or videoboards including, but not limited to, out of town scores, trivia, statistics, features, segments, replays, commercial logo branded messages and contests. University will provide Learfield and its sponsors the necessary reasonable production and execution support needed for such announcements and messages at no cost to Learfield. The amount of necessary production and execution support provided will be reasonable and commensurate to that amount provided by University for University sponsors in the past. Any production and execution support over and above these reasonable amounts will be billed to Learfield by University at prevailing rates.

2.11.3 Maintenance of Sponsorship Signage, Message Boards and Videoboards. Learfield shall be responsible for all costs and expenses relative to any copy or art changes for replacement of existing signage. University will be responsible for the maintenance of both the existing and any new permanent signage and equipment, including the videoboards, rotating signage and static signage. University will also be responsible for payment of the game-day video board production charges. University will use all reasonable efforts to ensure that all such signage will be repaired in a timely manner in order to make such signage fully functional and operational.

2.11.5 New Inventory Items. It is understood and acknowledged that from time to time University may wish to install new items or upgrade existing items which are capable of adding to the inventory available under this Agreement or enhancing the existing inventory ("New Inventory Items"). All of the New Inventory shall be marketed and sold exclusively by

Learfield and the Net Revenue received by Learfield from any New Inventory Items shall be included in the calculation of the AGR each year, provided that such costs have been mutually agreed with University. Notwithstanding the foregoing, if any New Inventory Items are paid for by the University from funds other than the Capital Stipend, University and Learfield shall first agree how such New Inventory Items are to be funded and whether any of the increased revenue is to be paid directly to University to compensate for the expenditure over and above the Capital Stipend.

2.11.6 Temporary Signage. University, at no additional cost or expense, agrees to help facilitate Learfield obtaining the exclusive rights to sell or create temporary signage opportunities at University games or events which occur at a neutral venue. Any such temporary signage shall be paid for, erected, maintained and operated at the sole cost and expense of Learfield. All of the revenue received by Learfield from any temporary signage shall be included in the calculation of the AGR each year.

2.12 Promotional Items and Events. Throughout the Term, University grants Learfield the exclusive rights to the following promotional items and events:

2.12.1 Printed Promotional Item Rights. Learfield will have the exclusive right to sell sponsorships on all University printed promotional items relating to Athletics including, but not limited to, team rosters, ticket backs, parking passes, roster cards, ticket applications and mailer inserts, ticket envelopes, posters, sports calendars, fan guides, trading cards and schedule cards ("Printed Materials"). University and Learfield will mutually agree on an annual basis upon the sponsors, content and amounts of Printed Materials. However, the quantity (numbers produced) and quality will be no less than was being produced by or for University historically unless and until such Printed Materials can be replicated in all or in part

electronically e.g. electronic ticketing and such advertising space is no longer available. University will be responsible for the design of Printed Materials. Learfield shall provide the sponsors logos and materials together with the necessary rights for University to reproduce such logos and materials in a format and timeframe as reasonably requested by University as needed to produce the Printed Materials in a timely manner. The cost of printing the Printed Materials will be at a level consistent with the historical cost and will be the responsibility of Learfield and shall not be deducted from the AGR.

2.12.2 Game Sponsorship and Promotional Sponsorship Rights. Learfield will have, at a minimum, the right to secure sponsors for pre-game, game “time-outs”, half-time, and quarter breaks sponsored promotional activities and special game day on-field and on-court promotions or contests as well as official game sponsorships. University reserves the right to use, at no cost and expense to Learfield, a reasonable amount of time to be agreed upon by Learfield during any pre-game, game “time-outs”, half-time, and quarter breaks for University’s need to promote University’s fundraising efforts, development projects, sports, upcoming University events or accomplishments, subject to Section 6.1 of this Agreement, the University Bookstore and such hotel and automobile lease/transport trade partners or athletically related activities. Promotional activities may include, but are not limited to, premium item giveaways, fan contests on the field, floor, or in the stands, sponsored entertainment acts, product samplings, inflatables, games, temporary signage, couponing and free product distribution and product displays; provided, however, this is not intended to exclude approved University student organizations’ fundraising activities and other similar on-field/on-court recognition which do not have any commercial endorsement which in all events is strictly prohibited. By the first day of December of each year, Learfield will coordinate and

discuss with University an annual game/event promotions sales plan for the following athletic year. University will provide Learfield with all reasonable assistance in the sponsorship, promotions and implementation/facilitation as needed during these game-related activities. At University's reasonable request, Learfield will respect the University's environmental sustainability efforts and other applicable mission goals and/or policies when entering into promotional activities.

2.12.3 Game Day Hospitality Rights.

A. Learfield shall have the exclusive rights to all corporate hospitality tents and group ticket sales related to corporate hospitality tents ("Hospitality Rights"). The Net Revenue, if any, derived from Hospitality Rights shall be included in the calculation of the AGR. Learfield shall be responsible for payment of costs associated with Hospitality Rights, subject to sub-section B below.

B. Hospitality Tent. University shall provide to Learfield, at no cost to Learfield, space for hospitality tents or any alternative facility for its clients at all University home football games as well as all football games played at a neutral site if University is designated as the home team and as the home team retains such rights. In all instances, University shall approve the location of the Hospitality Tent or alternative facility. The current hospitality area is the Keith & Catherine Stein Plaza by the Caven-Williams Sports Complex.

C. Learfield acknowledges and agrees that the activities of the University Alumni Association are excluded from this Agreement. The Alumni Association may host corporate hospitality and/or tailgate events which may be sponsored provided that these are held off-campus. The Alumni Association is currently located on University Drive but not on University owned land.

2.12.4 Fan Festival Rights. In addition to those rights described in Section 2.12.2, Learfield shall have the exclusive right to sell sponsorships, sponsorship packages (including tickets, meal and beverage vouchers) and corporate involvement for any existing interactive fan festival or related activities, that it creates with the approval of the University, such approval not to be withheld unreasonably, as well as those that University creates in the future with Learfield's approval, not to be withheld unreasonably. The Net Revenue from such events shall be included in the calculation of the AGR. The following are examples of at-event impact sponsorship inventory which will be available throughout the Term exclusively to Learfield but such examples are not intended to be the only available inventory:

- Product displays
- Sampling, couponing and free product distribution to fans attending University events
- Title and/or rivalry sponsorships of University Athletic events
- Presenting sponsorships of University Athletic events
- Pre-game post-game, half-time and timeout in-arena/stadium, on-court/field promotions, contests, mascot appearances, corporate recognition/presentations, and/or giveaways
- Plastic souvenir cups and concession (food) containers, subject to University's existing arrangements with its pouring rights partner and/or concession provider.
- Mascot/Cheerleader appearances
- Inflatables/games
- Kid's Club sponsorships (subject to the existing arrangements between University Athletics Department and University Bookstore)
- Varsity team tournaments and special events

- Ancillary entertainment opportunities such as half-time shows, etc.
- Midnight Madness-type events

For the avoidance of doubt, nothing herein shall prevent University from offering such events, without sponsorship, and on consultation with Learfield if such event involves a third party company for example a licensed merchandise retailer, and any revenue shall not be included in the calculation of the AGR.

2.12.5 Licensing Opportunities & Retail Promotions. Commensurate with historical broadcast and sponsorship agreements, and subject to existing licensing agreements, University grants Learfield the right to use University's name, trademarks, service marks, logos or symbols as identified at Schedule 2.12.5 on a royalty free basis to Learfield and its sponsors with regard to any promotions, sponsorships, commercial endorsements, or any other marketing activities covered in this Agreement; provided, however, that (i) University has approval, not to be unreasonably withheld or delayed, of all artwork produced by Learfield and/or sponsors, media partners and other third parties with whom Learfield contracts in accordance with this agreement, that bear the University's name, team name and/or other trademarks including University's logos, the blue field and other indicia that identify the University such as the college colors of blue and orange and the mascot and (ii) Learfield agrees that the sale or distribution of University logo bearing merchandise by Learfield or a sponsor is prohibited unless such merchandise is acquired through a supplier licensed by the University or the University Bookstore, and all such merchandise or designs shall have first been approved by the Director of Trademark Licensing, such consent not to withheld unreasonably. For the avoidance of doubt, no party is permitted to sell product or services on

University campus except through the University Bookstore without University approval. If a sponsor wishes to distribute a product or service on University campus, whether as a giveaway or for a fee, Learfield shall first consult with University and University shall have right of approval over such distribution, not to be unreasonably withheld. Learfield shall have the right to offer to sponsors the ability to enter into retail promotions, which make use of a University logo, such as using the University logo in point of sale materials (“Specific Sponsorships”). Learfield shall have the right to sell Specific Sponsorships throughout the Term of this Agreement and shall consult with University in respect of the same. The style and presentation of the Specific Sponsorship shall be submitted in writing or via email to the Director of Trademark Licensing for approval. If Learfield does not receive an approval or non-approval within seven (7) business days of its submission, the style and presentation of the Specific Sponsorship will be deemed approved by the University.

Learfield and those Learfield sponsors of University will have the right to use tickets in their retail promotions and all their projects which are related to Learfield’s rights under this Agreement. Subject to the Exclusions and Excluded Sponsorships referred to in sections 3.9 and 3.10 respectively, the Parties agree not to allow the use of athletic event tickets for promotional purposes that specifically compete with Learfield’s sponsorship sales efforts (“Restriction”) by all other parties without the approval of University and Learfield, not to be unreasonably withheld. To the extent possible, University agrees to place an appropriate notice on all athletic event tickets in order to give effect to the Restriction.

2.13 Rivalry Series. The Parties will cooperate in the development of additional promotional marketing opportunities, including, but not limited to, the right to market and/or create one or more corporate-sponsored rivalry series for all athletic events. Specific details of

any new rivalry series events will require the approval of the University in its sole discretion.. Any rivalry series which is created by Learfield as well as all neutral site games whose rights belong to University and not the other team shall be Learfield's rights on an exclusive basis, including sponsorships, game sponsorships, print rights and all other promotional items. Notwithstanding the foregoing, and subject only to reciprocal rights granted to the rival school, University shall retain all rights in and to, including merchandise rights, the Rivalry Series which shall continue beyond the Term. As part of any future agreement for a neutral site game whose rights belong to University, University will not permit the solicitation of any University/Learfield client in a major sponsorship category (including, but not necessarily limited to, telephone, insurance, banking, and automobile), and will not permit the solicitation of any competitor of Learfield client in a major sponsorship category, for a title sponsorship and secondary or "presenting" sponsorship.

2.14 Relocation of a University Home Game. If during the Term, one of the University's home football games is moved to a neutral location or to the visiting team's location ("Displaced Game"), a fair and equitable reduction in the Guaranteed Royalty Fee and a corresponding adjustment to the Revenue Share Hurdle amounts shall be negotiated in good faith by the parties in recognition of the sponsorship revenue affected which results from a Displaced Game; provided, however, if the Displaced Game is replaced in the same season with another home game involving another team in the University's conference or a team which is comparable in stature, national prominence of its program or national ranking to the team which is involved in the Displaced Game or a team which is a traditional rival of University, then there shall not be any reduction in the Guaranteed Royalty Fee or any increase in the Revenue Share Hurdle Amount.

3.1 Tickets and Parking Passes. Throughout the Term, University shall provide Learfield, at no cost to it, the number of tickets and parking passes specified in Schedule 3.1, which shall be no less than the same historical number of season and individual tickets in the same or better historical locations to football, men's and women's basketball games and other University intercollegiate games which were provided or allocated to sponsors, as well as TV and radio broadcast providers and rights holders, for the 2008 - 2009 Athletic Year. Said tickets and parking passes shall be of the same or better quality as to locations previously provided by University. In addition, Learfield shall have the right to purchase additional tickets from University, if available, the quality of which will be based upon availability and the tickets afforded the highest level of donor status by University ("Additional Tickets"). The price for the Additional Tickets shall be the lowest available price charged by University for the same quality of ticket together with the associated Bronco Athletic Association fees and any other dues required for third party purchase of the applicable tickets. Learfield shall have the right to purchase additional parking passes from University, if available, at the lowest available price charged by University. .

During each year of the Agreement, University will provide Learfield the right to purchase up to 200 bowl game tickets; 24 men's and women's WAC Conference Basketball all session tournament tickets; 30 men's and women's basketball NCAA first- and second-round tickets; 30 NCAA men's and women's regional tickets; and 50 Men's and Women's Final Four tickets, provided that University is participating in the applicable game. The quality of the tickets allocated to Learfield will be proportional to the quality of the total tickets made available to University. If, for example, one-third of University's tickets are in the lower level

of the WAC Tournament, one-third of Learfield's allocation of tickets will be in the lower level, as well. University will provide parking passes at cost to Learfield on an "as available" basis. In addition, University will provide at no cost to Learfield, four (4) VIP parking passes to all University athletic events (football passes are for reserved spots) and two VIP reserved spots through the University's Club seat program for football. Notwithstanding the foregoing, University shall be able to give away tickets in return for operational services provided to University and other trade provided that such activity does not impinge upon the sponsor rights granted to Learfield hereunder.

3.2 No Existing Agreements. University represents and warrants that it has not executed any advertising or sponsorship agreements, which extend past the 2009 - 2010 Athletic Year. If there are any advertising or sponsorship agreements which extend beyond the 2009 - 2010 Athletic Year, including the St. Luke's-Idaho Elks Agreement, such agreements and the revenue therefrom shall belong to Learfield, excluding the Boise Office Equipment Agreement which University will not renew or extend and will receive the revenue therefrom through June 30, 2011. Except for the Boise Office Equipment agreement through the 2010 - 2011 Athletic Year only, any revenue that University receives from an advertising or sponsorship agreement which extends past the 2009-2010 Athletic Year shall be paid to Learfield by University, failing which, the amount of such revenue shall be deducted from the Guaranteed Royalty Fee.

3.3 Credentials; Parking and Travel:

University will also provide all-access credentials and parking on all game days for Learfield's staff members and, from time to time, members of its senior staff.

A. To the extent that there are seats and sufficient capacity, and subject to

University's head coach's approval, University will pay for the travel expenses for Learfield's radio crew (consisting of 3 persons) on the team's charter to such away football games in which University's teams appear but Learfield will be responsible for the broadcasting crew's hotel, per diem, and if applicable, commercial airline or vehicular travel, expenses. Learfield shall use best efforts to ensure that such radio crew comply with University's policies and guidelines with respect to their attendance on such charter and University reserves the right to prohibit such radio crew from such charter flights if the radio crew does not follow the University's policies and guidelines. If available, University will further provide Learfield with space on any chartered aircraft carrying University's football team for up to four (4) persons and a Learfield staff member for Learfield's client development, provided that all such persons shall comply with University's policies and guidelines with respect to their attendance on such charter. University shall charge Learfield for such seats at cost.

B. Notwithstanding anything hereunder, all seats on any charter flights shall be subject to University's approval and subject to University's operational needs and also the respective coach's approval.

C. Learfield shall be responsible for all costs in association with the broadcasting crew including hotel, per diem, commercial airline or vehicular travel, expenses for all other games.

3.4 Office Space. University acknowledges and agrees that Learfield's performance under this Agreement and the resulting benefits to University will be better enhanced if Learfield is provided office space on the campus of University, preferably near or within University's Athletic Department. University will provide appropriate office space and the use of existing office furniture in a University athletic facility to Learfield during the Term of

the Agreement ("Leased Premises") at no additional cost to Learfield. Any changes or enhancements relative to the Leased Premises and furniture therein shall be at the sole cost and expense of Learfield, and shall be at the prior written consent of University. The Leased Premises shall be of a size and quality to accommodate four (4) full-time Learfield employees and one intern. Learfield may hire additional personnel in consultation with University. University will establish telephone and internet access to Learfield in the Leased Premises at no cost to Learfield; however, Learfield will be responsible for reimbursing all related charges other than the set up fees including but not limited to the monthly charges and long distance toll charges. In addition, Learfield will be responsible for paying for out-of-pocket expenses such as office supplies. University will pay for all utilities relating to the Leased Premises. If Learfield needs to expand its staff to carry out its responsibilities under this Agreement, subject to availability, University shall use its best effort to provide Learfield additional office space, rent-free, to accommodate such need in reasonable proximity to Learfield's Leased Premises, or in different space large enough to accommodate all of Learfield's needs. Learfield shall comply with all labor laws and regulations as specified further in section 8.20 below.

3.5 Efficient operation. Except as otherwise provided in this Agreement, Learfield will furnish all labor, management, supplies, and equipment necessary to fulfill its obligations herein; provided, however University will provide non-financial assistance for sponsorship fulfillment and execution at no expense to Learfield (such as the implementation of an on-field or on-court contest during pre-game, halftime or a time-out, provided that such assistance required is reasonable and within University's staffing capacity). Learfield shall provide the necessary number of staff personnel as are reasonably required for Learfield to

perform its obligations under this Agreement. It is anticipated that Learfield will require four (4) staff personnel including a General Manager with at least 7 years of applicable experience. University shall have the right to approve the General Manager, which approval will not be unreasonably withheld so long as the General Manager has sufficient prior experience to carry out his duties and responsibilities and shall be consulted in respect of all staff to be hired by Learfield to work for Bronco Sports Properties.

3.6 Permits. Learfield will be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent University rules and policies and municipal, county, state and federal laws, and will assume liability for all applicable taxes including but not restricted to sales, income and property taxes.

3.7 Successful Performance. Recognizing that successful performance of this Agreement is dependent on mutual cooperation between the Parties, Learfield will meet periodically with University to review Learfield's operations pursuant this Agreement and make necessary adjustments. Learfield will at all times recognize that University is a State university and Athletics is only part of the institution and therefore, Learfield will take this fact into account as part of its mutual cooperation with University.

3.8 Blogs. University acknowledges and agrees that it is the exclusive right of Learfield to provide ongoing, regular and real time coverage of University athletic events which not only includes the game itself but also includes pre-game, half-time, quarter breaks and post-game broadcasts ("Game Coverage"). University further acknowledges that the right to provide any type of commercial sponsorship or promotion in such "game coverage" on a blog or other similar means which features, describes, includes or discusses any University team in action as it occurs or "Game Coverage" (including any pre-games, half-time, quarter

breaks or post-game) is an exclusive right belonging solely to Learfield (“Blog Sponsorship”). This Blog shall be made available on University’s OAS and nothing herein shall prevent University from writing its own blog(s) provided that no University written blog relating primarily to Athletics may contain any type of commercial underwriting or commercial sponsorship or advertising of any kind. If either University or Learfield become aware of any third party blog which includes blog or blog-type Game Coverage or Blog Sponsorship or a blog which violates the Conference Policy (collectively a “Violating Blog”), University will act reasonably to attempt to arrive at a satisfactory solution to eliminate the Violating Blog. Notwithstanding the foregoing, failure by University to eliminate a Violating Blog shall not be considered a material breach of this Agreement.

3.9 Exclusions. Learfield acknowledges that none of the revenue associated with the agreements as referenced in Schedule 3.9 to this Agreement (“Excluded Agreements”) shall belong to Learfield; provided, however, Learfield shall have the right to pursue and sell to those Excluded Agreement parties additional sponsorship opportunities not specifically covered by the terms of the Excluded Agreements.

3.10 Excluded Sponsorships. Notwithstanding anything contained in this Agreement to the contrary, Learfield agrees that it shall not sell the following categories of sponsorship or sell any advertising right to any company that engages in the following businesses throughout the Term of this Agreement, unless otherwise agreed to by University, which approval may be withheld in University’s sole discretion for no reason:

- Gambling (except the State authorized lottery). Establishments which provide gambling but also have other recognized sources of income such as a spa and resort are permissible sponsors so long as the sponsorship makes no reference to

the gambling aspects of the establishment.

- All Liquor (except that television broadcasts may include paid for advertising, but not sponsorship, from malt beverage or wine companies)
- Prophylactics
- Feminine hygiene products
- Tobacco products
- Sexually explicit materials.
- Adult entertainment
- Religious and/or political materials
- Ammunition and firearms
- Competitors of University which for purposes of this Agreement shall be limited only to other higher education institutions or competitors of the University Bookstore/Bronco Shop being including but not limited to bookstores and fan stores such as the Blue & Orange Store.
- Material that could be considered defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public or may cause harm to student-athlete health, safety and welfare
- Advertising that may bring discredit to the purposes, values, principles or mission of the NCAA or University or may negatively impact the interests of intercollegiate athletics or higher education.

Learfield agrees that in exercise of its rights granted hereunder, it shall ensure that any advertising, sponsorship or other representation of the University shall be mindful of and

consistent with the good image, message and reputation of the University. Furthermore Learfield shall use reasonable efforts to ensure that all sponsors, advertisers, media partners and other parties with whom Learfield enters into arrangements with in accordance with the terms of this agreement, shall be mindful of and consistent with the good image, message and reputation of the University and that promotion or recognition of such third party will not materially distort or impair the presentation and image of the University, its Athletics program and the respective teams.

4.1 Guaranteed Royalty Fee. As payment for the rights licensed under this Agreement, Learfield will pay University a Guaranteed Royalty Fee in such amounts as set forth below. The Guaranteed Royalty Fee described below is based upon all of the following assumptions being completely accurate (collectively the "Assumptions"): (a) that at a minimum, the inventory available to Learfield for sponsorship sales shall be not less than the inventory which was available for sponsorship sales for the 2008 - 2009 Athletic Year and will include all the signage inventory available in the Taco Bell Arena including the signage sold to Cactus Pete, Jiffy Lube, Chevron and the Boise Airport ("Base Sponsorship Inventory"); (b) all of the exclusive rights described under this Agreement are available to Learfield throughout the Term; (c) all of the historical sales information provided by University to Learfield is accurate and the amounts set forth in the agreements between the University and its sponsors and advertisers are collected in full by University; and (d) except for the Excluded Agreements (but not the Boise Office Equipment Agreement), there are no advertising or sponsorship agreements which extend past the 2009 – 2010 Athletic Year. If any or all of the Assumptions do not occur, are not accurate or do not remain in effect for the entire Term of the Agreement,

then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield’s Guaranteed Royalty Fee, save that in the event that the Assumptions in subparagraph (a) or (c) above are not accurate the Guaranteed Royalty Fee will be adjusted downward on a dollar-for-dollar basis accordingly. If the Base Sponsorship Inventory or elements are materially reduced or eliminated, University will either replace inventory or alleviate those issues specifically identified by Learfield in writing associated with such inventory to Learfield’s reasonable satisfaction failing which the Guaranteed Royalty Fee will be adjusted downward on a dollar for dollar basis. All Guaranteed Royalty Fees owed by Learfield shall be paid one-half on December 31 and one-half on June 30 of each Athletic Year with a final distribution of any income derived through the agreed AGR formula or other adjustments made on or before August 31st of the following Athletic Year.

<u>Athletic Year</u>	<u>Guaranteed Royalty Fee</u>
2010 – 2011	\$2,135,000*
2011 – 2012	\$2,260,000
2012 – 2013	\$2,335,000
2013 – 2014	\$2,410,000
2014 – 2015	\$2,485,000
2015 – 2016	\$2,560,000
2016 – 2017	\$2,635,000

If the University exercises its option for each Extended Period, the Guaranteed Royalty Fee for each Extended Period shall be as follows:

2017 – 2018	\$2,710,000
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* This amount reflects a \$50,000 reduction to accommodate the University’s retention of that amount from the last year of the University’s contract with Boise Office Equipment.

2018 – 2019	\$2,785,000
2019 – 2020	\$2,860,000

4.2 Reduction to Guaranteed Royalty Fee. Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable reduction in the Guaranteed Royalty Fee Payment will be agreed upon by Learfield and University if any one or all of the following events occur and thereby reduce Learfield’s revenue during the Term of this Agreement, which reduction will be negotiated in good faith by the Parties unless another manner of reduction is otherwise provided in this Agreement:

A. University’s football, men’s or women’s basketball team incurs sanctions which prevent the team from appearing in conference championship games or post season conference tournaments, NCAA, or NIT tournaments (basketball) or playoff/bowl games (football):

B. The men’s football, men’s basketball or women’s basketball program is eliminated or substantially curtailed; or

C. Should any acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics or any natural disaster, including, but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather condition, drought, loss of power, whether or not resulting from a natural disaster, prevent a University game being played at its originally scheduled athletic venue. However, the Parties recognize that it is preferred that University reschedule a game at a different date or time in an effort to keep the game as a home game instead of moving the location of the game to the visiting team’s home venue or moving the game to a neutral venue; or

D. If Learfield is not permitted to sell any and all categories of sponsorships not specifically prohibited herein, or to sell to any and all sponsors other than those specifically

excluded herein, or to continue to sell all inventory managed or sold by Learfield at any time during the Term of this Agreement, or should the NCAA, the WAC or the University disapprove of any commercial inventory, category, or sponsor that had been previously allowed by the NCAA, the WAC or University for any reason other than compliance with policies, regulations and laws which existed as of the date of the RFP, and such disallowance results in a material deviation in the type, kind or quantity of inventory provided to Learfield and University fails, upon receipt of written notice from Learfield of such a deviation, to cure such deviation within sixty (60) days of such notice, in such case, and both parties have used best efforts to mitigate the material deviation, the University agrees in advance that, pursuant to Section 4.1, then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee based upon the amount of commercial sponsorship or sponsorship dollars that were lost due to the exclusion of said sponsor or inventory; or

E. All of the events described in this Section 4.2 and elsewhere in this Agreement which give rise to a reduction in the Guaranteed Royalty Fee are hereafter singularly referred to as an "Adjustment Event" and collectively as "Adjustment Events". Examples of Adjustment Events are:

- the NCAA eliminates malt beverage advertising and Learfield is able to show that it has been financially adversely affected by such decrease;
- the Base Sponsorship Inventory is reduced or adjusted;
- Learfield is prohibited from selling specific sponsorships which were sold by University at the same or higher historical levels; and
- a decrease in the number of games available through Third Tier Television

Rights from that which was historically available and Learfield is able to show that it has been financially adversely affected by such decrease.

Provided however that University exercising its approval rights shall not be considered an “Adjustment Event”, unless it was an approval right that was not to be unreasonably withheld and University was unreasonable in its withholding of such approval.

4.3 Conference Change. Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable increase in the Guaranteed Royalty Fee Payment may be negotiated in good faith and agreed upon by Learfield and University if University’s men’s football, men’s basketball or women’s basketball is moved to a conference other than WAC and/or the WAC becomes a BCS Conference during the Term of this Agreement.

5.1 Revenue Sharing. In addition to the annual Guaranteed Royalty Fee, Learfield will pay University, on or before August 31st of the following Athletic Year, 50% of collected Adjusted Gross Revenue (“AGR”) that exceeds the Revenue Share Hurdle set forth below (“Revenue Share Amount”). Any amounts collected after August 31st of each Athletic Year will be added to the calculation of AGR for the applicable year and paid when collected. AGR is defined as collected gross revenue (defined as total cash revenue, billed and collected, , less agency commissions and third party rights fees such as NCAA or NIT related sponsorship fees) as well as all other direct out-of-pocket promotional costs such as tickets and client fulfillment expenses provided that all such costs have first been approved by University.

Athletic Year	Revenue Share Hurdle
2010 – 2011	\$3,885,000
2011 – 2012	\$4,035,000

2012 – 2013	\$4,335,000
2013 – 2014	\$4,445,000
2014 – 2015	\$4,485,000
2015 – 2016	\$4,635,000
2016 – 2017	\$4,785,000

If this Agreement is extended for the Extended Period(s), the Revenue Share Hurdle Amount shall be as following during each Extended Period:

2017 – 2018	\$4,935,000
2018 – 2019	\$5,085,000
2019 – 2020	\$5,235,000

Notwithstanding anything contained in this Section 5.1 or elsewhere in this Agreement to the contrary, if an Adjustment Event or Adjustment Events occur, the Revenue Share Hurdle amounts set forth above will likewise be adjusted to reflect the loss of revenue derived by Learfield under this Agreement. The amount of such adjustment shall be negotiated in good faith by the Parties.

6.1 Trade. In addition to the promotion benefits referenced in section 7.3 below, Learfield will use its best efforts to renew for University during each year of the Term up to the same amount of non-media in-kind-trade benefits in exchange for sponsorship rights which exists in the 2008 - 2009 Athletic Year which is valued at \$150,000 (“Threshold Amount”). For the avoidance of doubt, University shall be responsible for any trade, including hotel and

automobile lease/transport trade whereby University exchanges tickets for goods or services in kind, but shall not give such partners any rights in inventory granted to Learfield under this Agreement other than that which has been provided to them historically and which shall be in consultation with Learfield. Learfield will also use its best efforts to secure during each year of the Term at least \$150,000 of additional in-kind-trade benefits in exchange for advertising or sponsorship rights granted hereunder above the Threshold Amount (“Additional Trade Amount”). The Threshold Amount and the Additional Trade Amount shall be referred to herein as the “Total Trade Amount”. University shall have approval of all such trade agreements, which approval will not be unreasonably withheld. All trade must be for University’s athletic marketing purposes only and will not be affected by any trade obtained by the University. Any in-kind-trade renewed or secured by Learfield will not reduce the amount of cash donations or contributions. Learfield reserves the right to substitute alternative inventory to current trade customers if those customers are otherwise displacing cash paying customers with University’s approval, which approval will not be unreasonably withheld. In the event that Learfield does not obtain in-kind trade benefits for University of value up to the Total Trade Amount, University shall have the right to enter into in-kind trade agreements with third parties without further recourse to Learfield.

7.1 Extension Bonus.

(i) If University exercises all three (3) of its one year options to extend the Term of this Agreement to include the Extended Period, as set out in Section 1.1(i) above, Learfield will pay University an extension bonus in the aggregate amount of \$500,000 once University exercises the third one year option, to be paid no earlier than July 1, 2017;

(ii) If University exercises one option for an extension of three years to extend the Term of this Agreement to include the Extended Period, as set out in Section 1.1(ii) above, Learfield will pay university an extension bonus in the aggregate amount of \$500,000 on July 1, 2015.

7.2 Capital Stipend. Beginning August 31, 2011, Learfield will provide University with a capital stipend of One Million Dollars (\$1,000,000) ("Capital Stipend"). Such Capital Stipend shall be payable ratably over the remaining Athletic Years of the Initial Term or as otherwise agreed with University, such approval not to be unreasonably withheld and consistent with both University and Learfield's goals to provide significant capital improvements to University Athletics' venues. University agrees that all of the Capital Stipend shall be expended by University toward its procurement of new University athletic venue sponsorship assets which will provide Learfield with additional sources of revenue opportunities and venue enhancements. By way of example, the Capital Stipend could be used by the University to help fund new video boards in the Stadium and/or in the Taco Bell Arena, or new scoreboards or LED or reader boards for football and basketball. All sponsorship opportunities with respect to all of these assets shall belong exclusively to Learfield and all revenue generated therefrom shall belong exclusively to Learfield and shall be included in the calculation of AGR. University agrees that Learfield shall have input into the final decisions regarding which new assets will be installed in which athletic venue with the Capital Stipend as well as input into the "value engineering" of the sponsorship elements associated with these assets. University agrees that it will use its best efforts to use the Capital Stipend to purchase (or assist in the purchase) of assets or inventory at the athletic venue which is sold out on a regular basis or where the inventory at an athletic venue is already maximized (only the

Stadium or the Taco Bell Arena).

7.3 Additional Incentives.

7.3.1 Outdoor Sponsorships. Learfield will provide University throughout the Term through Lamar Outdoor the same amount of billboard sponsorships historically provided to University during the 2008 - 2009 Athletic Year.

7.3.2 Radio Promotion. Learfield will provide University throughout the Term not less than the amount of radio promotion offered by the University's flagship station historically provided to University during the 2008 - 2009 Athletic Year.

7.3.4 Television Promotion. Learfield will provide University throughout the Term not less than the same amount of television promotion provided by television station KTVB historically provided to University during the 2008 - 2009 Athletic Year.

7.3.5 Print and Newspaper Promotion. Learfield will provide to University throughout the Term not less than the same amount of newspaper promotion provided by the Idaho Statesman and if possible, the amount of sponsorship currently provided by Yellow Pages and Impact.

7.4 DVD Guarantee: In consideration for the rights granted under section 2.8 above, Learfield shall pay to University a "DVD Guarantee". This DVD Guarantee shall be calculated by taking the average of the annual revenue received by the Athletics Department of the University in respect of its football DVDs for the football seasons 2005/06 through 2009/2010 excluding, however from the calculation, the highest annual payment and the lowest annual payment received during that time period ("Initial DVD Guarantee Amount"). Annual shall mean calendar year. In addition to the Initial DVD Guarantee Amount, if Learfield produces and sells a football DVD, Learfield shall pay University an additional payment, if

any, computed as follows: From the gross revenue collected by Learfield from DVD video sales there shall be subtracted therefrom the following: (i) approved production and distribution costs which shall be deemed approved if they are consistent with production and distribution costs incurred by Learfield or its Affiliates at other universities; and (ii) the Initial DVD Guarantee. University shall then receive 75% of the resulting amount, if any, and Learfield shall retain 25% of the resulting amount, if any. In no event however shall any of the revenue from DVD video sales be included in the calculation of AGR.

8.1 General Terms and Conditions. The terms and conditions contained in this Agreement will govern and will take precedence over any different or additional terms and conditions which Learfield or University may have included in any documents attached to or accompanying this Agreement, in the RFP and the response thereto or any letters between the Parties thereafter. Any handwritten changes on the face of this document will be ignored and have no legal effect unless initialed by both Parties.

8.2 Choice of Law, Forum Selection, Entire Agreement and Amendment. This Agreement will be construed under Idaho law (without regard for choice of law considerations). This Agreement and the Schedules attached hereto constitutes the entire agreement and understanding of the Parties and replaces any prior or contemporaneous agreement, whether written or oral, including, but not limited to the RFP. No amendments to this Agreement will be effective unless in writing and signed by the Parties. The State courts located in Ada County, Boise, Idaho, shall have exclusive jurisdiction over any disputes relative to this Agreement.

8.3 Assignment. Learfield may not assign any rights or obligations of this Agreement without the prior approval of University, which approval will not be unreasonably withheld. In the event of any assignment, Learfield shall remain responsible for its performance and that of any assignee. This Agreement will be binding upon Learfield, or its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement will be void. Notwithstanding anything contained in this Section 8.3 to the contrary, Learfield will have the right to assign this Agreement and its rights and obligations hereunder to an entity it either controls (owns more than 50%) or manages.

8.4 Termination. Either party may terminate this Agreement in whole or in part for cause upon ninety (90) days written notice if the other party fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Notwithstanding anything contained in this Section 8.4, the terminating party must state with particularity the specific matters of the other party's non-compliance, whereupon the other party shall have ninety (90) days to cure such matters, or such longer period if said other party is diligently pursuing a cure. In the event of any material noncompliance on the part of Learfield, Learfield shall continue to pay its Guaranteed Royalty Fee under this Agreement unless Learfield's noncompliance is a result in whole or in part by the actions or inactions of University; provided, however if University elects to administer the rights herein itself, any amounts collected by University from such rights in respect of contracts entered into by Learfield shall offset Learfield's obligation to pay the Guaranteed Royalty Fee by such amounts.

8.5 Independent Contractor. Learfield will perform its duties hereunder as an independent contractor and not as an employee of University. Neither Learfield nor any agent

or employee of Learfield will be or will be deemed to be an agent or employee of University. Learfield will pay when due all required employment taxes and income tax withholding, including all federal and state income tax and any monies paid pursuant to this Agreement. Learfield and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from University. Learfield will be solely responsible for the acts of Learfield, its employees and agents. Learfield shall provide worker's compensation for all its employees and indemnify and hold University harmless therefrom.

8.6 Non-Waiver. No waiver by any party of any default or nonperformance will be deemed a waiver of subsequent default or nonperformance.

8.7 Audit and Retention of Books and Records. University will have the right upon reasonable notice to Learfield, (not more than once per year, and once during the three years following the termination of this Agreement) to inspect and copy such books, records, and documents (in whatever medium they exist) related to the collection of monies, payment of expenses and calculating of the AGR hereunder. Learfield will make such items available for inspection during normal business hours at such location as Learfield's financial books and records are maintained. All such items will be retained by Learfield during the term of this Agreement and for a period of five (5) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Agreement will be retained by Learfield, its agents and subcontractors, if any, until the later of the date when the claim has been resolved or five (5) years after the date of final payment under this Agreement. As part of its right of inspection and copying and not in addition thereto, University will have the right to conduct a formal audit or hire an independent auditor to audit such records. Learfield agrees to

cooperate with the audit and provide access to all books and records required to verify AGR. In the event that such audit reveals unpaid monies due the University, Learfield shall make immediate payment of balances owed with plus interest, calculated at the rate of six percent (6%) per annum, calculated from the date such amount originally became due under this Agreement. In the event any such discrepancy is in excess of Fifty Thousand Dollars (\$50,000.00), Learfield shall also reimburse University for the reasonable costs associated with such inspection, including but not limited to, reasonable attorney's fees and legal costs incurred in connection therewith.

8.8 University Information; Learfield Information. Learfield agrees that any information it receives during the course of its performance, which concerns the personal, financial, or other affairs of University, its regents, trustees, directors, officers, or employees will be kept confidential and in conformance with all state and federal laws relating to privacy. University agrees that any information it receives from Learfield under this Agreement which concerns the personal, financial or other affairs of Learfield, its members, stockholders, officers, directors, employees and sponsors including, but not limited to, sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by Learfield to University will be kept confidential and in conformance with all state and federal laws relating to privacy.

8.9 Insurance. At all times during its performance under this Agreement, Learfield will obtain and keep in force, at its own cost, comprehensive general and professional liability and general liability insurance, including coverage for death, bodily or personal injury, property damage, including product liability, libel and slander, media and broadcasting liability and automobile coverages, with limits of not less than \$1,000,000 each claim and \$1,000,000

each occurrence along with business interruption insurance coverage. All certificates evidencing such insurance, will be provided to University upon its request, will name University and its trustees, directors, officers and employees as additional insureds, and will provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. Learfield represents that it has and will maintain during the Term worker's compensation insurance to the extent required by Idaho law.

8.10 Indemnification. Learfield agrees to defend, indemnify and hold harmless the State of Idaho, the University, their trustees, directors, officers, employees and agents from all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs, expenses, and attorneys' fees, which arise from the negligent acts and omissions of Learfield, its employees, officers and agents under this Agreement. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929 known as the Idaho Tort Claim Act, the University agrees to defend, indemnify and hold harmless Learfield, its members, employees, officers, directors and agents from all liabilities, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs and expenses, and attorneys' fees, which arise from the negligent acts or omissions of University, its trustees, directors, officers faculty, students, employees and agents. In the event of litigation by any party to enforce the terms and conditions of this Agreement, the prevailing party will be awarded costs and reasonable attorneys' fees.

8.11 Notices/Administration. Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver will be in writing and delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class,

certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other addresses as such party may designate by notice given pursuant to this section:

If to University :
BOISE STATE UNIVERSITY
Attention: Gene Bleymaier, Director of Intercollegiate Athletics

Boise, Idaho 83725
Facsimile No: (208) 426 1174
E-mail Address gbleymaier@boisestate.edu

With a copy to:
BOISE STATE UNIVERSITY
Attention: General Counsel (Kevin Satterlee)
1900 University Drive,
Boise, Idaho 83725
Facsimile No: 208) 426 1345

If to Learfield:
BRONCO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
Attention: Greg Brown
2400 Dallas Parkway, Suite 500
Plano, TX 75093
Facsimile No: (469) 241-0110
E-mail Address: gbrown@learfield.com

With a copy to:
Philip A. Kaiser
The Kaiser Law Firm, P.C.
12231 Manchester Road, First Floor
St. Louis, MO 63131
Facsimile No: 314-966-7744
E-mail Address: phil@kaiserlawfirm.com

8.12 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, will not be affected and

each provision of the remainder of the Agreement will be valid and be enforceable to the fullest extent permitted by law.

8.13 Survivability. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder will so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

8.14 Force Majeure. No Party will be considered to be in default of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not restricted to, acts of God or the public enemy, including, but not limited to, acts of terrorism, acts of state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party.

8.15 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which will constitute one Agreement.

8.16 Non-Solicitation by University. University agrees that during the Term of this Agreement, and for a period of twenty-four (24) months, after its termination, irrespective of the reason for its termination, shall not directly or indirectly, hire or solicit an officer, general manager, assistant general manager, or account executive of Learfield or encourage any such person to terminate its relationship with Learfield without first obtaining consent from Learfield. University acknowledges that its breach of this section shall entitle Learfield to injunctive relief.

8.17 Headings. The headings of the sections of this Agreement are used for convenience only and do not form a substantive part of the Agreement.

8.18 Injunctions. In addition to any other remedies permitted by law, should any Party violate the terms set forth herein, the violating party shall be entitled to injunctive relief against the other to restrain any further violation of these provisions. Should any Party be successful in this endeavor, the other party shall pay all costs and expenses associated therewith, including reasonable attorney's fees.

8.19 University's Representations and Warranties Regarding Learfield's Rights Under this Agreement. University represents and warrants to Learfield that (a) University has the absolute right to grant and license the rights described in this Agreement to Learfield and provide Learfield and/or its sponsors all of the benefits described in this Agreement as well as those benefits at the historical levels provided by University to sponsors, (collectively the "Licensed Rights and Benefits"); (b) there are no oral or written agreements, contracts, options or other documents of any kind which University has entered into which would in any way impair or inhibit Learfield from exercising the Licensed Rights and Benefits on an exclusive basis; (c) University is authorized to timely carry out and/or fulfill any obligation of University to Learfield under this Agreement; and (d) Throughout the Term, except as otherwise specifically provided in this Agreement, University shall not directly or indirectly grant any third party any of the Licensed Rights and Benefits granted to Learfield under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, if University materially breaches the provisions of this Section 8.19, an adjustment to the Guaranteed Royalty Fee and the Guaranteed Naming Rights Fee that Learfield will pay University under this Agreement shall be negotiated in good faith in order to recognize and account for the revenue that cannot

be obtained by Learfield as a result of such material breach. Notwithstanding the foregoing, and notwithstanding anything in this Agreement, in the event that a University department other than the Athletics department enters into a sponsorship or advertising agreement, in association with an Athletic event and held on campus (a "Non-Athletics Activity") that could compromise the rights granted herein by University to Learfield, such action shall not be deemed a material breach hereunder provided that the Athletics department uses best efforts to prevent such non-Athletics Activity reoccurring or ensuring that such Non-Athletics Activity does not compromise Learfield's rights in the future.

8.20 Code of Fair Practices. Learfield shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Learfield shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this Agreement, Learfield shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Learfield's non-compliance with the above non-discrimination clause of this contract or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part and Learfield may be declared ineligible for further contracts with the University. In addition, the University may

take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the laws of Idaho.

8.21 Laws and FCC Regulations Learfield agrees to, and shall ensure that its partners, abide by all laws of the Federal government, the State of Idaho and any other state, municipal or governmental entity associated with its activities under this Agreement. It further agrees it will be responsible for securing and paying for all permits necessary to fulfill its obligations under this Agreement. Learfield agrees to operate, and ensure that its media partners operate, both radio and television network activities in strict compliance with all applicable Federal Communication Commission regulations and all rules and regulations of the WAC Conference or any other applicable conference, as well as, the National Collegiate Athletic Association.

9.0 Miscellaneous.

9.1 “Best Efforts” whether or not such term is capitalized shall mean a diligent, reasonable and good faith effort by a Party to accomplish an objective, but does not require its accomplishment. Such degree of effort will take into account unanticipated events and the exigencies of continuing business, but does not require that events or exigencies be overcome at all costs. It only requires that commercially reasonable efforts be exercised within a reasonable time to overcome any hurdles and accomplish the objective, allowing the Party to give reasonable consideration to its own interests.

9.2 “Net Revenue” whether or not such term is capitalized shall mean Gross Revenue less those costs incurred by Learfield and agreed by University, provided that if the costs and budget are in line with those of any other Comparable Learfield Schools, as defined in Section 2.1 above, University shall not withhold approval.

9.3 Whenever consent or approval is required, unless otherwise provided herein, the consent or approval shall not be unreasonably withheld.. Learfield agrees that in exercise of its rights granted hereunder, it shall ensure that any advertising, sponsorship or other representation of the University shall be mindful of and consistent with the good image, message and reputation of the University. Furthermore Learfield shall ensure that all sponsors, advertisers, media partners and other parties with whom Learfield enters into arrangements with in accordance with the terms of this agreement, shall be mindful of and consistent with the good image, message and reputation of the University and that promotion or recognition of such third party will not distort or impair the presentation and image of the University, its Athletics program and the respective teams.

9.4 At the request of University, Learfield shall provide a copy of all fully executed advertising and sponsorship contracts to University's Director of Athletics or his/her designee responsible for marketing.

9.5 No contract entered into by Learfield with a sponsor shall exceed the term of this Agreement, unless approved by University. Potential sponsorship contracts extending past the term of this Agreement are to be brought to University. All sponsorship contracts that extend beyond the Agreement Term stated in this Agreement shall include language that automatically assigns and transfers the contract to University, should the Agreement terminate, be terminated consistent with this Agreement, or not be retained by Learfield due to a competitive bid process.

9.6 Learfield agrees it will not contractually restrict the ability of University to enter into business transactions with a sponsor or a competing business of a sponsor. Agreements cannot preclude other non-athletic events that utilize competing sponsors from being scheduled

in University venues and/or facilities including Taco Bell Arena and Bronco Stadium. Learfield may not enter into beverage pour rights contracts for University's facilities, beverage sponsorship contracts for University or beverage advertising contracts that reference University's athletic teams, facilities or events. Learfield may not enter into any contracts or agreements which could conflict with University's apparel contract with Nike (or the applicable provider).

It is understood that apparel and affinity card contracts will be maintained by the University and are not a part of this Agreement. Nothing contained in this Agreement shall prevent University from contracting for sponsorships, acknowledgments and fund raising activities, when such agreements are not associated with the University's Athletic Department, facilities, and teams.

10.1 Intellectual Property Both parties agree that University owns the intellectual property rights associated with the University, its athletic teams, its facilities and the associated events and broadcasts. The ownership of intellectual property, which results from activities associated with this Agreement, will remain with University. Each party shall retain ownership of any of its patents copyrights, trademarks, or intellectual property developed prior to the Effective Date of this Agreement. University shall also retain ownership of any patents copyrights, trademarks, or intellectual property developed by University or jointly developed after the Effective Date of this Agreement.

10.2 Use of University Marks: Learfield agrees that the broadcast and advertisement intellectual property rights defined herein shall belong to University. University will maintain all right, title and ownership in its name, trademarks, service marks, logos, symbols, college

colors and other licensed indicia (“University Marks and Indicia”). No rights may be obtained for trademark ownership of the University marks. Upon dissolution or expiration of this Agreement, all use of these items by Learfield shall cease. Learfield agrees that it shall comply with any and all style guidelines and use policies of the University in respect of University Marks and Indicia as may be amended from time to time.

10.3 **Commercial Advertising.** University reserves the right to charge royalty fees for uses of University Marks or Indicia in respect of any items sold at retail (which shall not be permitted without University’s prior approval).

[Rest of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date specified above.

BRONCO SPORTS PROPERTIES, LLC

By: **Learfield Communications, Inc.,
Sole Member**

By: 

Greg Brown, President - Learfield Sports

BOISE STATE UNIVERSITY

By: 

Name: **Gene Bleymaier**
Title: **Director of Athletics**

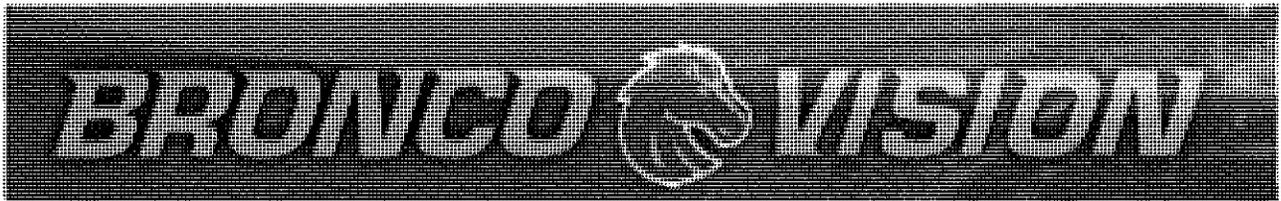
By: 

Name: **Stacy Pearson**
Title: **Vice President Finance and Administration**

SCHEDULE 2.12.5

UNIVERSITY'S TRADEMARKS

BOISE STATE UNIVERSITY
BOISE STATE
BOISE STATE BRONCOS
BRONCOS



SCHEDULE 3.1

**TICKETS TO BE PROVIDED
BY UNIVERSITY TO LEARFIELD
EACH ATHLETIC YEAR TO BE NO LESS THAN WHAT WAS PROVIDED TO
SPONSORS IN THE 2008-09 ATHLETIC YEAR**

Tickets provided to Sponsors by Boise State in the 2008-09 Athletic Year

<u>CORPORATE PARTNER</u>	<u>FOOTBALL TIX</u>	<u>PREMIUM SEATS</u>	<u>BB TICKETS</u>
US Bank	4 President's Club	4 Club Seats	8 Season
Verizon Wireless	16 Season		16 Season
St. Luke's	38 Season + 20 End Zone for Bronco Bunch	8 Club Seats	18 Season
Northwest Dodge Dealers	16 Season + 400 End Zone	4 Club Seats	36 Season
Boise Hunter Homes	12 Season	1 Loge Box	12 Season
Boise Office Equipment	16 Season	4 Club Seats	16 Season
Carl's Jr.	12 Season		10 Season + 2 Courtside Seats
Les Schwab	16 Season		12 Season
Idaho Lottery	12 Season	4 Club Seats	12 Season
S1 IT Solutions	12 Season		12 Season
Best Buy	4 Season + 20 End Zone Season		50 to a single game
Blue Cross	20 End Zone Season		50 to a single game
American Family	20 End Zone Season		50 to a single game
Boise State Bookstore	20 End Zone Season		
Champion Windows	20 End Zone Season		
Chicago Connection	18 Season		4 Season
Fiberpipe	8 Season		8 Season
Franklin Bldg. Supply	20 End Zone Season		
Idaho Statesman	16 Season		16 Season
ISMI	20 End Zone Season		6 Season
Impact Directories	6 Season		50 to a single game
Lamar	26 Season		8 Season + 4 Courtside
Old Chicago	20 End Zone Season		50 to a single game
Pioneer Title	20 End Zone Season		
Pizza Hut	4 Season + 20 End Zone SEason		4 Season
Powerbar	4 Season + 20 End Zone Season		4 Season + 50 to a single game
Premier Insurance	4 Season		
Tates Rents	20 Season		4 Season

CORPORATE PARTNER	FOOTBALL TIX	PREMIUM SEATS	BB TICKETS
Zamzows	4 Season + 20 End Zone Season		4 Season + 1,000 during season
Agrib beef	8 Season + 10 End Zone Season		
Like Nu Car Wash	4 Season + 20 End Zone Season		4 Season
FastSigns	20 End Zone Season		
Gym Outfitters	4 Season		
Old Spaghetti Factory	2 Season		2 Season
Quiznos	4 Season + 4 End Zone Season		50 to a single game
KWEI	10 End Zone Season		10 Season
Ram/Murphy's	20 End Zone Season		
Texaco	4 Season		
Clear Wireless	4 Season + 4 End Zone Season		
Peak Broadcasting	100 Season		100 Season

SCHEDULE 3.9

LIST OF EXCLUDED AGREEMENTS

Nike apparel contract

Coca-Cola pouring rights contract

Boise Office Equipment (expires June 30, 2011) (University will not renew or extend this agreement)

Agri-Beef – Stueckle Sky Center agreement

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

IDAHO STATE UNIVERSITY

SUBJECT

Request for an investment of additional funding into the athletic program.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) Athletics has been very successful over the years despite receiving the lowest subsidy of any school in the Big Sky Conference. The athletics program has achieved academic success and compliance with gender equity and Title IX requirements. It has also funded a number of significant athletic infrastructure improvements. Nevertheless, athletics has experienced very little competitive success in two of the major men's revenue-generating sports, football and basketball, primarily due to resource restrictions on recruiting funds. These sports' current lack of competitive success is adversely impacting ticket sales, admissions, donations, and student life.

To overcome resource restrictions and the adverse impacts of achieving little competitive success in two of the major revenue-generating sports, the University is requesting approval to provide an investment of institutional funds into its athletic program in a manner in which we believe is consistent with the spirit of Idaho State Board of Education philosophy and policy. This request enables a necessary investment of resources required to jumpstart ISU's athletic program, while having no effect on student tuition and fees and academic programs.

IMPACT

Additional investment of institutional funds in the amount of \$250,000 a year for each of the next three years to provide athletics with increased operating resources. \$175,000 each year will be used to boost national and regional recruiting efforts in football (\$65,000), men's basketball (\$45,000), women's basketball (\$45,000), volleyball (\$10,000), and softball (\$10,000) to attract impactful-level student athletes. \$75,000 each year will be used for infrastructure and marketing improvements and for capital equipment purchases to provide our student athletes with increased athletic and academic support.

ATTACHMENTS

Attachment 1 – Athletic Support Letters from Alumni and Donors Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The Board has had a long standing policy on limiting athletics spending to ensure athletics programs did not take an increasingly larger share of state appropriated funds, institutional funds, and/or tuition. The Board has always emphasized an institution look to raise program revenues before requesting increases to these

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

limits. Staff recognizes, however, that program revenue growth is largely dependent upon fielding competitive athletic teams and events. Budgetary reliance on program revenue in the absence of competitive athletic programs could lead to a death spiral for the institution's athletics program itself.

To put the requested dollar amount in context, Athletics will spend approximately \$224k on recruiting in FY 2015. The proposed investment of \$175K identified specifically for recruiting is an increase of approximately 78% in recruiting expense. ISU's FY 2015 athletics operating budget is \$11,173,500 which puts the \$750k total investment (\$250,000 a year) at ~2.2% of budget.

Staff recommends approval of a three-year temporary increase in athletics funding and further recommends ISU provide an annual report to the Athletics Committee on the impact of this increased investment and plans for sustainability.

BOARD ACTION

I move to waive Board policy V.X.3.b. and to approve the request by Idaho State University to temporarily increase its institutional funds limit by an amount not to exceed \$250,000 annually for a period of three years (FY 2015 – 2017) in support of its athletics program, and to direct ISU to provide an annual report to the Athletics Committee on the impact of the increased investment and plans for sustainability.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

July 10, 2014

Idaho State Board of Education
P.O. Box 83720
Boise, Idaho 83720

Dear Members of the Board:

I have learned that President Vailas and other Idaho State University leaders are working with you to help improve the competitive position of the Bengals in the Big Sky Conference by providing a more stable funding base for the athletic program. As a proud ISU Bengal alum, I am writing to support those efforts.

Most of my career was spent working in intercollegiate athletics. It began as ISU Student Body President in 1966-67, working with Dubby Holt to procure student funding for the Minidome—now Holt Arena. From 1971-76, I had the privilege of being ISU Alumni Director.

In 1976, I moved to the University of New Mexico to become Director of the Lobo Club, followed by three years at SDSU as Assistant Director of Athletics. I was named Director of Athletics at Oregon in 1984, Nebraska in 1992, and Texas A&M University in 2003.

I learned at a young age that in athletics, just like in business, if you are undercapitalized, you have almost no chance of being successful competing against well-financed competitors. Until I recently retired, I had access to all the national budget information of most of the Division 1 athletic programs (private schools don't share that information). I always noticed that Idaho State ranked near the bottom both nationally and in the Big Sky Conference. I'm so pleased to learn that you and other statewide leaders are considering changing that for Idaho State.

I truly believe that your positive actions on behalf of the Bengals will not only bring renewed spirit to the campus and alumni worldwide, but also increased financial support to the entire university. Athletics is the front porch for the university; a successful athletic program creates a feeling of pride and family for everyone associated with the institution. Thank you for your efforts.

Sincerely,

Bill Byrne
ISU BBA, 1967 MBA, 1971

Michael J. Byrne 495 Claremore Dr., Rigby, ID 83442 602-395-0636

July 8, 2014

Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Members of the State Board of Education:

I understand that President Vailas and other officials of Idaho State University (ISU) are working with you to develop an enhanced program of University investment in the Athletic Department at ISU. I write today to commend your efforts in providing that support.

I never participated as a member of any intercollegiate athletic team, but I loved the great experience, as a student, of attending the many and varied athletic events. Since leaving ISU, my entire professional career was away from Idaho and the University. However, soon after graduation, I became a donor to the Athletic Department and for many years that was my primary continued contact with the University. Like it has for so many others, the Athletic Department served as the front door to my involvement with my alma mater even though I could only rarely attend any games. This involvement led to a closer contact with many of the academic departments and enabled me to get an understanding of the University's needs. While I continue to donate to the Athletic Department, most of my extensive volunteer work has been for other parts of the University and my monetary donations to other parts of the University dwarf my donations to the Athletic Department. None of this would have occurred without my contact with ISU Athletics. As a past Chair and President of the ISU Foundation, I can tell you that my story is far from unique when it comes to donors to the University. That is why I have encouraged President Vailas to do all that he can to make the University more competitive in the Big Sky Conference. Our performance, especially in football and basketball, has had a negative impact on general University fundraising. I am so pleased with the efforts that Dr. Vailas and Jeff Tingey, the Athletic Director, have made in bringing up the academic and behavioral standards in the department. They have built a strong base and it's time that we invest to help the program become more competitive. That goal is reasonable with the help that you are contemplating providing.

For the last several years, as an Idaho resident, I have followed your work with interest and I especially appreciate your efforts to make higher education affordable and achievable for a much larger proportion of our high school graduates. I think this new initiative is completely compatible with that goal.

I would be remiss if I failed to once more thank you for your service to the students of Idaho State University and indeed to students at all of Idaho's institutions of higher learning. Your efforts are making for a much better Idaho.

Very truly yours,



July 7, 2014

ATTACHMENT 1

Idaho State Board of Education
P O Box 83720
Boise, ID 83720-0037

Dear Members of the State Board of Education:

It is my understanding that Dr. Arthur Vailas, President of Idaho State University, has made a proposal to the State Board of Education to boost funding to the Department of Intercollegiate Athletics. I fully support this effort.

The University has made some great improvements to the Department of Athletics in recent years. Thanks to the efforts of fundraisers and private donations from the community, Idaho State University now has a new softball field, a new outdoor practice field, a new playing surface in Holt Arena, as well as remodeled locker rooms for several sports.

Idaho State University is near the bottom of the Big Sky institutions in athletics funding from state sources, and I believe that we need to support President Vailas' efforts to use reserve funds to help provide a positive return on ISU's athletic success, fundraising, and community relations. Sports are such an important part of any University, and increased funding can help Idaho State University raise the level of all of their sports, which will enhance community relations and fundraising.

Thank you for your serious consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Sylvia J. Papenberg".

Sylvia J. Papenberg

July 10, 2014

Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Members of the State Board of Education:

We are aware that Dr. Arthur Vailas, President of Idaho State University, has approached the Idaho State Board of Education with a proposal to provide additional funds to Idaho State University's Department of Intercollegiate Athletics. We support his proposal.

In recent years, the University has made significant improvements in the Department, particularly in the enhancement of facilities through private fundraising efforts. Idaho Central Credit Union has helped to fund a new basketball floor for Holt Arena, renovations to the floor and environment at Reed Gymnasium, and a community practice field south of Holt Arena. Other private contributors have also contributed to various other efforts. The fruits of those efforts are beginning to show, but we believe much more can be accomplished.

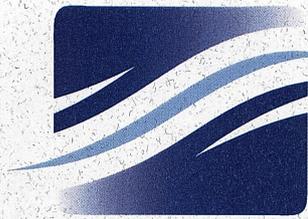
ISU is very near the bottom of all Big Sky Conference institutions in funding for athletics. In order to remain competitive in the Big Sky, we support President Vailas' efforts to use some reserves to help boost investment in the department. We believe those efforts will provide a pronounced return on that investment, most notably in athletic success, community relations and engagement, fundraising, and in the overall brand of the athletic department at an outstanding university.

We thank you for your consideration of his proposal.

Sincerely,



Kent Oram, CEO



TANABELL

HEALTH SERVICES

ATTACHMENT I

190 W. BURNSIDE, SUITE E • CHUBBUCK, ID 83202 • 208.252.5902

July 7, 2014

Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Members of the State Board of Education:

I was recently made aware that Dr. Arthur Vailas, President of Idaho State University, has approached the Idaho State Board of Education with a proposal to help boost some additional Idaho State University investment in the Department of Intercollegiate Athletics. I am in support of this effort, and believe it is vital to the continued success of our athletic programs.

In recent years the University has made significant improvements in the Department of Athletics, particularly in the enhancement of facilities through private fundraising efforts. The community has also stepped up to the plate in that endeavor, helping to fund various projects of importance to Idaho State University athletics. Included among these projects are a new softball field, a new practice field for outdoor sports, new playing surface in Holt Arena, and remodeled locker rooms to name a few. The fruits of those efforts are beginning to show, but I believe much more can be accomplished. In order to remain competitive in the Big Sky Conference, I support President Vailas' efforts to use some reserves to help boost investment in the department. I believe those efforts will provide a pronounced return on that investment, most notably in athletic success, community relations and engagement, fundraising, and in the overall brand of the athletic department at an outstanding university.

I thank you for your consideration of his proposal, and sincerely ask for your Board's support with this needed request.

Regards,

Troy V. Bell, President/ C.E.O

July 9, 2014

ATTACHMENT I

Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Members of the State Board of Education:

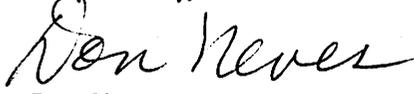
We, the undersigned, understand that Dr. Arthur Vailas, President of Idaho State University, has rendered a proposal to raise the investment cap in the Department of Intercollegiate Athletics to the Idaho State Board of Education.

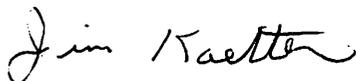
It is well known that the Big Sky Conference is very competitive and currently ISU ranks near the bottom of all conference institutions in athletic funding from state sources. Much effort has gone into enhancing the university's athletic facilities through private fundraising as exhibited by a new softball complex, a new practice field for outdoor sports, a new playing surface for Holt Arena and remodeled locker rooms, but much more can be accomplished if Dr. Vailas' proposal were approved.

In recent years, the football team has been forced to play "money" games with larger universities to help subsidize the athletic budget. The results of those contests are often one sided and unfair to the athletes participating. We all know that athletic success is a key element to exposure, community relations, fund raising and the overall brand of the university.

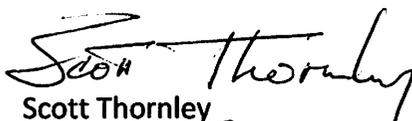
We support Dr. Vailas' efforts to use some reserves to further invest in Idaho State University's athletic program. Thank you for your consideration in this proposal.

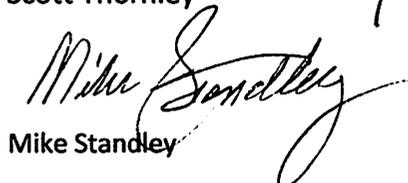
Respectfully,


Don Neves



Jim Koetter


Scott Thornley


Mike Standley

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

UNIVERSITY OF IDAHO

SUBJECT

Capital Project Authorization Request, Tenant Improvements for the Idaho Law and Justice Learning Center Construction Phase, University of Idaho (UI)

REFERENCE

August 21, 2008

The Idaho State Board of Education (Board) authorized the University of Idaho to expand its offerings in Boise to a full, third year curriculum to include a legislative appropriation in the FY 2010 budget for the expansion.

August 16, 2012

The Board gave preliminary approval for a FY 2014 Line Item request for a new appropriation of \$400,000 to help support the cost of delivering the second year law curriculum in Boise subject to programmatic review at the October 2012 meeting.

October 18, 2012

The Board authorized the UI to offer second year law curriculum in Boise.

August 15, 2013

The Board approved a FY 2015 Line Item request for a new appropriation of \$400,000 to help support the cost of delivering the second year law curriculum in Boise.

February 27, 2014

The Board approved the planning and design phase for the Idaho Law and Justice Learning Center.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Request Summary

This is a request for Regents' authorization to implement the construction phase for tenant improvements as part of an overall project in Boise commonly known as the Idaho Law and Justice Learning Center (ILJLC).

General Background

Since the fall of 2010, the College of Law has operated its third-year program in Boise in the Idaho Water Center Building, a modern educational facility that houses University of Idaho graduate programs in law, education, agriculture, and engineering as well as entities engaged in research on water and public lands.

In 2011, the Idaho Supreme Court and the UI entered into a MOU under which the Supreme Court co-located the Idaho State Law Library with the UI's law program in Boise. Pursuant to this arrangement, the State Law Library is currently located at the Idaho Water Center Building.

Facility planners for the Boise programs anticipated early on that the Department of Administration would renovate the existing old Ada County Courthouse in Boise, and that the renovated facility would house (i) the educational and outreach programs of the College of Law and the State Judiciary, and (ii) the State Law Library as managed and operated by the College of Law.

The State has funded a number phases of renovation and restoration of the old Courthouse (\$5M to date), with the final \$1M phase of work expected to be funded in FY 2015. The state Division of Public Works (DPW) has completed 4 previous phases of this overall renovation effort, and the final phase of construction (Phase 5) is getting underway in the very near future. DPW is currently in design work for Phase 5, and desires to bid the project in September, 2014.

The University of Idaho College of Law has raised over \$1.6 million for tenant improvements, as a supplement to state funding. DPW intends to include the UI funded tenant improvements as part of DPW's Phase 5 of building renovations in FY 2015. The DPW portion of Phase 5 is authorized through the appropriate processes governing DPW operations and project administration. Regents' authorization for the construction of the College's tenant improvements is required before DPW initiates Phase 5.

The College of Law and the State Law Library plan to move to the ILJLC upon completion of the renovation and tenant improvements, targeted for August, 2015. Until these improvements are completed, the College of Law and the State Law Library will continue to operate out of the Idaho Water Center.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 14, 2014

IMPACT

The fiscal impact is estimated at \$1,600,000 for the University of Idaho, College of Law and State Law Library tenant improvements at the ILJLC.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 1,322,300
Federal (Grant):	\$ 0	A/E & Consultant Fees	\$ 143,000
Other (Gifts)	\$ <u>1,600,000</u>	Contingency	\$ <u>145,500</u>
Total	\$ 1,600,000	Total	\$ 1,600,000

The project funding for the tenant improvements to create the Idaho Law and Justice Learning Center is provided through private donations.

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

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STAFF COMMENTS AND RECOMMENDATIONS

This project contemplates the College paying for all tenant improvements to the space it will occupy. Upon completion, the College will lease the old Courthouse space from the state at the standard rate for office space on the Capitol Mall (currently \$10.74 /sf). Board policy provides that space must be owner-occupied in order to be eligible to request funding for occupancy costs (i.e. those costs associated with occupying a facility including custodial, utility, and maintenance costs as defined in Board policy V.B.10.). As such, UI has requested the equivalent of occupancy costs as budget line item for FY 2016.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the construction phase for the tenant improvements at the Idaho Law and Justice Learning Center in the amount of \$1,600,000 pursuant to the estimated budget set forth in the materials submitted.

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 2014

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Construction Phase Authorization, Tenant Improvements at the Idaho Law and Justice Learning Center, Boise
- 2 **Project Description:** Construction Phase for a project to implement tenant improvements in the old Ada County Courthouse for the Idaho Law and Justice Learning Center. The project will include necessary interior mechanical, electrical, and plumbing systems and all interior finishes to support program operations.
- 3 **Project Use:** The Idaho Law and Justice Learning Center will house (a) the educational and outreach programs of the College of Law and the State Judiciary, and (b) the State Law Library as managed and operated by the College of Law.
- 4 **Project Size:** roughly 30,000 GSF

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project. Planning and Design Phase Only	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 143,000	\$ -	\$ 7,000	\$ 150,000
History of Revisions: Project Cost, Construction Phase	\$ -	\$ -	\$ 1,450,000	\$ 1,450,000	\$ -	\$ 1,311,500	\$ 138,500	\$ 1,450,000
Total Project Costs	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	\$ 143,000	\$ 1,311,500	\$ 145,500	\$ 1,600,000

History of Funding:	PBF	ISBA	* Other Sources of Funds				Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other*	Total Other	
Initial Authorization Request, Planning and Design Phase Only, Dec 2013	\$ -				\$ 150,000	\$ 150,000	\$ 150,000
Authorization Request, Construction Phase, Aug 2014					\$ 1,450,000	\$ 1,450,000	\$ 1,450,000
Total	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000

27 * Donated gift funds
 28 ** Design Contingency

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