BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 16, 2015

TAB	DESCRIPTION	ACTION
1	**AMENDMENT TO BOARD POLICY** Section V.T. – Fee Waivers – Second Reading	Motion to approve
2	**INTERCOLLEGIATE ATHLETICS** FY2016 Gender Equity Reports	Motion to approve
3	**FY2016 APPROPRIATIONS**	Motion to approve
4	**FY2017 BUDGET GUIDELINES**	Motion to approve
5	**BOISE STATE UNIVERSITY** 2015 Master Plan Update	Information item
6	**IDAHO STATE UNIVERSITY** Expansion of Bengal Pharmacy Telepharmacy Services	Motion to approve
7	**UNIVERSITY OF IDAHO** Gender Equity Limits Increase	Motion to approve
8	**OPPORTUNITY SCHOLARSHIP** FY2016 Maximum Award Amount	Motion to approve
9	**BOISE STATE UNIVERSITY** Waiver of Board Policy Section V.R.3.x. – Fee Waivers	Motion to approve
10	**BOISE STATE UNIVERSITY** Authorization of 2015 Refunding Bonds	Motion to approve

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SUBJECT

Board Policy V.T. – Fee Waivers – Second Reading

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.T.
Veterans Access, Choice, and Accountability Act of 2014 (Public Law 113-146)

BACKGROUND / DISCUSSION

In August 2014, President Obama signed the Veterans Access, Choice, and Accountability Act of 2014 (“Choice Act”) into law. Section 702 of the Choice Act requires the Department of Veterans Affairs (VA) to disapprove programs of education under the Post-9/11 GI Bill and Montgomery GI Bill–Active Duty (“MGIB-AD”) at public institutions of higher learning if the institution charges qualifying veterans and dependents tuition and fees in excess of the rate for resident students for terms beginning after July 1, 2015. In other words, the VA must disapprove programs of education for everyone training under the Post-9/11 GI Bill and MGIB–AD, if resident charges are not offered to all “covered individuals.”

In order to address covered individuals attending Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College and Eastern Idaho Technical College, changes to Board Policy V.T. are necessary. The change allows for an additional waiver type which can be used for non-Idaho residents who qualify for VA educational benefits in compliance with Section 3679(c) of Title 38, United States Code.

IMPACT

The VA does not provide information on the number of potential qualifying veterans, so at this time how many waivers will be used is unknown at this time.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes between first and second reading. On February 23, 2015 the Board Office received written notification from the U.S. Department of Veterans Affairs that the proposed amendment to Board policy had been reviewed “and if adopted, the policy would meet the requirements set forth in Section 702 of the Choice Act.” Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board policy V.T. Fee Waivers, as presented.

Moved by____________ Seconded by_____________ Carried Yes____ No____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS Subsection: T. Fee Waivers ~~August~~ April 2014

. 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~~.~~; and
~~iv.~~v. To comply with Section 3679(c) of Title 38, United States Code, effective July 1, 2015, which states that the Secretary of Veterans Affairs shall disapprove courses of education provided by public institutions if certain veterans and their dependents are charged non-resident tuition.

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. 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.

c. Non-resident students who can prove to the institution that they meet the eligibility criteria set forth under Section 3679(c) of Title 38, United States Code.

~~c~~d. 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~~e. National Student Exchange Program - Domestic
Waivers are authorized for nonresident students participating in this program.

~~e~~f. 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~~g. 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.

COLLEGE AND UNIVERSITIES

SUBJECT
Title IX Compliance in Athletics and FY14/FY15 Gender Equity Reports

REFERENCE

August 2012	Board approved 2nd reading of revisions to policy V.X., Intercollegiate Athletics, which requires a gender equity report
August 2013	Board reviewed FY12/FY13 gender equity reports
April 2014	Board reviewed FY13/FY14 gender equity reports

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures Section V.X.

BACKGROUND/ DISCUSSION
Title IX of the Education Amendments of 1972 is the federal legislation that bans gender discrimination in schools, whether it is in academics or athletics. Title IX states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance …." (20 U.S.C. §1681(a))

In regard to intercollegiate athletics, the US Department of Education's Office for Civil Rights (OCR) issued a "Clarification of Intercollegiate Athletics Policy Guidance: The Three-Part Test" in 1996 to analyze if an institution is in compliance. All three parts must be met for an institution to be considered in compliance.

First, the selection of sports and the level of competition must accommodate the students' interests and abilities using one of the three factors listed below:

1. Participation opportunities for male and female students are provided in numbers **substantially proportionate** to their respective enrollments.
2. Where the members of one gender have been and are underrepresented among intercollegiate athletes, whether the institution can show a **history** and **continuing practice of program expansion** which is demonstrably responsive to the developing interests and abilities of that gender.
3. Where the members of one gender are **underrepresented** among intercollegiate athletes and the institution cannot show a **continuing practice of program expansion**, whether it can be demonstrated that the interests and abilities of the members of that gender have been fully and effectively accommodated by the present program.

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

Third, benefits, opportunities, and treatments afforded sports participants are to be equivalent, but not necessarily identical including equipment and supplies, scheduling games and practices, travel expenses, availability and compensation of coaches, quality of facilities, medical services, housing, dining, and recruitment. Compliance is measured on a program-wide basis, not on a sport-by-sport basis.

The first section of the gender equity report shows how an institution is progressing toward mathematical compliance for Accommodations and Interests. An institution may be out of proportion between men and women athletes to their respective enrollments, therefore the report includes information on average squad size by gender and the number needed for mathematical compliance. Per the Office of Civil Rights' 1996 Policy Clarification, determining how close is "close enough" for compliance purposes can be determined by making the following comparison:

(1) the average number of participants per team of the under-represented gender; versus
(2) the number of participants that is needed to achieve strict proportionality.

If the average number in (1) is larger, then there is compliance with the substantial proportionality factor of part three of the test. If the number needed in (2) is larger, then there is noncompliance with the substantial proportionality factor of part three of the test, but an institution can also be in compliance by showing a history and continuing practice of program expansion or demonstrating the interests of the underrepresented gender have been fully accommodated by the current sports offered. This information, and compliance with the eleven program benefit areas, will be reviewed by the Athletics Committee from existing documentation provided by each institution (i.e. National Collegiate Athletic Association (NCAA) compliance and similar reports). These documents can be available to Board members upon request.

IMPACT

Formula driven increases to the gender equity limits per Board policy V.X. provide funding to cover rising costs for inflation, scholarships, and other athletics costs.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

In addition to the Accommodations and Interests section, the gender equity report includes a Financial Aid section which shows whether an institution is in compliance. Financial assistance must be substantially proportionate to the ratio of male and female athletes. Institutions within 1% variance are considered compliant. A narrative describing the current status of gender equity compliance is provided along with the gender equity report for each institution.

Board policy states it is the intent of the Board that increases in program revenues should be maximized before increases to the athletic limits will be considered.

BOARD ACTION

I move to approve the Gender Equity Reports for Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College as submitted.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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Gender Equity Report – Narrative
Boise State University

Boise State University's Athletic Department, with oversight from the Intercollegiate Athletic Advisory Committee (IAAC) Gender-Equity Subcommittee, has conducted an annual *Gender-Equity Review for Compliance with Title IX in Athletics* since 1997*.* The outcome of this report has included recommendations to the university that help achieve and maintain compliance in areas where gender differences may have existed or may have been developing. In spring 2010, two employees underwent a department-wide review of Title IX compliance as it relates to Athletic Requirements under the direction of gender equity consultant, Good Sports Inc., Title IX and Gender Equity Specialists. Since that department-wide review, recommendations for each program area continued to be reviewed on an annual basis where necessary and each program area was re-reviewed on a staggered schedule over the course of four years for the purpose of continued compliance with Title IX in all thirteen program areas.

In spring of 2014, the Boise State Athletic Department contracted again with consultant, Good Sports Inc., Title IX and Gender Equity Specialists, to review our department a second time in the areas of **Accommodation of Interests and Abilities, Athletic Financial Assistance,** and **Locker Rooms, Practice and Competitive Facilities**. The consultant's scope of work, was completed May 2014, and among other things, included the following:

- Review of FY13 and FY14 data for analysis of participation opportunities and financial aid;
- Review of the FY10-FY13 *Gender-Equity Review for Compliance with Title IX in Athletics* reports prepared by the Athletic Department to assess accuracy;
- Campus visit in April 2014 to view facilities

Below is a summary of recommendations as a result of the consultant's review with cost impact noted where it is currently known.

I. Participation Opportunities

In 2013-14 and 2012-13, Boise State University **complied with test one (proportionality) of the three part test**, as participation rates were within OCR's parameters for participation that is substantially proportionate to enrollment. Thus, analysis for compliance with test two (program expansion) and test three (full accommodation) did not need to be considered.

The athletic participation review is in progress for FY15, but in FY14 athletic participation was 50.2% women to 49.8% men. Boise State's fulltime undergraduate enrollment in FY14 was 52% female and 48% male. This indicates a 1.8 percentage point difference between enrollment and participation, which is not significant per OCR policy because the number of women to be added to the program (21) to achieve participation exactly proportionate to women's enrollment was less than the average team size (23). In FY13 athletic participation AND undergraduate rate of enrollment were both 51.7% female and 48.3% male. Compliance with regard to athletic participation continues to be reviewed and considered with input from head coaches regarding competitive squad sizes and projected recruiting class sizes.

II. Financial Aid

The review of compliance with regard to athletic financial assistance is in progress for FY15. At Boise State, per the review completed by Good Sports Inc., Title IX and Gender Equity Specialists, the variance between unduplicated participation and the *NCAA Squad List Athletic Grant Amount* (athletic financial assistance) was 1.0% in FY14 and 0.3% in FY13. Title IX compliance recommends this variance to be within +/- 1%, and therefore, Boise State was in compliance in FY14 and FY13. Compliance in this program area continues to be monitored and reviewed throughout recruiting and scholarship awarding processes.

III. Facilities

The 2014 review in spring evaluated the quality, availability, exclusivity, maintenance and preparation of locker rooms, practice and competitive facility used by athletic teams. Overall, differences suggested an advantage to the men's programs for locker rooms, practice and competitive facilities. Strategies to correct this gender advantage include improving practice and competitive facilities for five of the women's teams and to improve locker room facilities for some women's programs. While progress is made on improving facilities in FY15, FY16 and beyond, it would be appropriate to provide women's programs with benefits in other program areas such as coaching, travel or recruitment in order to offset the advantage to the men's programs in the facilities program area. The budget impact of necessary facility improvements is significant, but progress has been made since May 2014. The following include facilities improvements currently underway as well as other program area improvements implemented in fall and spring of FY15:

Facility Improvements In Progress in FY15	Budget Impact
Softball locker room facility improvement	$1,000
Women's Track Locker Room facility improvement	$78,000
Boas Soccer and Tennis Complex improvements • Installed Cradlepoint to provide wireless access for student-athletes and provide streaming for Women's Soccer games ($1,000) • Grounds improvement - fence ($3,775) • Cosmetic facility improvements ($2k)	$6,775
Sand Volleyball Court Facility Development	$25,000
Increased travel budget – Softball	$10,000
Swimming competition facility exclusivity	$4,500

IV. Summary of Recommendations and Progress

With regard to remaining ten program areas under **Athletic Benefits and Opportunities**, progress towards completion of recommendations previously made to maintain or achieve equity between male and female student-athletes continue to be monitored and will be reviewed again department-wide during the budgeting process with head coaches in April 2015. Many of the previous recommendations have been completed, however, progress towards completion on outstanding recommendations that include a budget impact are outlined in the table on pages 5-7.

Summary of Progress Towards 2009-2010 Recommendations and Subsequent Reviews

Last Updated March 2014, Next Update Scheduled April 2015
Only items with ongoing budget impact are included

Recommendation	Progress Made
(12-13 Rec) Equipment and Supplies: The Department of Athletics evaluate the gymnastics and track and field equipment budgets with regard to competition uniforms and an adequate amounts of training shoes for team members.	**PARTIALLY COMPLETED AND ONGOING**
(12-13 Rec) Equipment and Supplies: The Department of Athletics examines equipment budgets for men's and women's tennis with regard to sport-specific items for competitions and stringing services.	**ONGOING**
(12-13 Rec) Equipment and Supplies: The Department of Athletics gives consideration to adding a Director of Softball Operations or full-time team manager.	**ONGOING**
(09-10 Rec) Scheduling of Games and Practice Times: The Athletic Department closely monitors the number of contests scheduled and played for all athletic teams to make sure female athletes receive comparable access to competition, specifically, women's golf, softball, swimming and diving, and gymnastics. *(11-12 Rec) Scheduling of Games and Practice Times*: The Athletic Department continues to monitor competition schedules to ensure an optimal number of contests are being scheduled for all programs.	**PARTIALLY COMPLETED & ONGOING** Over a two year period, increases for travel budgets of gymnastics (+$26K), softball (+$55K), swimming (+$47K), and women's golf ($13.6K) have been given to allow scheduling more away competitions. In FY12, gymnastics and softball scheduled desired number of competitions (though, softball was not able to compete in all of them due to weather cancelations). In FY13 women's golf, softball, volleyball and track and field/cross country had increases to their travel budget. Assessment of competition schedules and adequacy of travel budgets will continue.
(09-10 Rec) Scheduling of Games and Practice Times: The Athletic Department includes the addition of lights at the Mountain Cove (Dona Larsen Park) Softball Field in their master facilities plan. *(11-12 Rec) Scheduling of Games and Practice Times:* The addition of lights is considered for the softball and soccer facilities.	**ONGOING**
(11-12 Rec) Scheduling of Games and Practice Times: An improved competition site is considered for the swimming and diving team.	**ONGOING**
(12-13 Rec) Medical and Training Services and Facilities: The Athletic Department add additional athletic training staff members so issues are addressed to support all athletic programs, specifically for football, softball, and volleyball.	**ONGOING** An additional full-time athletic trainer and an additional full- time strength and conditioning coach was added for FY15.
(10-11 Rec) Support Services: The Athletic Department provides full-time clerical support to men's and women's basketball, men's and women's golf, gymnastics, swimming and diving, softball, wrestling and track and field/cross country programs.	**ONGOING** Part-time help has been provided for all sports programs who would like it. The need for additional clerical support or full- time staff will continue to be reviewed.

Recommendations (Continued)	Progress Made
(09-10 Rec) Travel and Per Diem Allowances: The Athletic Department analyzes travel budgets for each sport to improve the adequacy of those sports reporting dissatisfaction with their travel budgets. Specific attention should be given to softball as it relates to ground transportation and wrestling as it relates to overnight stays for away competitions.	**COMPLETED and ONGOING** Softball travel budget was increased $33K in FY12, $22K in FY13, and $10K in FY15. Buses are now mandated for use for away competition. Wrestling travel budget was increased $5,581 in FY11 to account for more coaches travel, but they still do not do overnight stays at competitions to which they drive. In FY11 and FY12, travel budgets for men's programs increased a net total of $89,462, women's programs by a net total of $213,930, and track and field by a total of $59,760. Coaches are now involved in budget projection during the budgeting process within the department each year. In FY13 and FY14 the wrestling team fund raised $5,000 additional dollars to cover the expenses of overnight stays during travel and will include this cost in their travel budget request for FY15 and going forward.
(11-12 Rec) Travel & Per Diem Allowances: The Athletic Department continue to monitor travel budgets, specifically women's golf, wrestling and track and field to ensure adequacy within their programs with regard to travel squad sizes and per diem amount provided during away competitions.	**ONGOING** In FY13 women's golf, softball, volleyball and track and field/cross country had increases to their travel budgets with a total increase of $12,417 to overall travel budgeted. On budget projection/wish lists completed by coaches for FY14 travel budgets, men's golf, wrestling, women's basketball, soccer, swimming and volleyball all had travel-related budget increases. Due to zero growth budget year, none of the requests were met in their entirety. Analysis of travel budgets will continue. NOTE: in FY14, new philosophy of track coach includes only traveling players who will score, which has improved the track travel budget situation.
(09-10 Rec) Housing and Dining Facilities and Services: The Athletic Department conducts a more in-depth analysis of the meals available to student-athletes during term breaks to determine if funding is equivalently adequate in this area for all sports programs. *(09-10 Rec) Housing and Dining Facilities and Services*: The Athletic Department adds funds, if feasible, in sports budgets to help cover pre- and post-game meals equitably among male and female student-athletes. *(11-12 Rec) Housing and Dining Facilities and Services:* The Athletic Department continues to monitor budgets and trade out dollars to meet the need of each program with regard to pre- and post-game meals and term break dining.	**COMPLETED and ONGOING** In FY11, training table budgets were increased by $56,900 for men's programs, $24,729 for women's programs and $5,000 for track and field. An additional $14,150 in trade out was provided to programs with unmet budget increase requests. These cash and trade-out resources can be used towards term break meals, team meals, or pre- and post-game meals. In FY12, training table budgets were adjusted with coaches input; $8,249 more was provided to women's programs and $17,450 in trade out was provided to programs with unmet need. An assessment of training table budgets and trade out allocations will continue in FY13.

Recommendations (Continued)	Progress Made
(11-12 Rec) Housing and Dining Facilities and Services: Temporary housing during term breaks and training table for every program, if that is the preference, is a consideration during the budgeting process.	**ONGOING** Concerns have been addressed, but training table budgets for all programs will continue to be evaluated.
(10-11 Rec) Support Services: The Athletic Department provides full-time clerical support to men's and women's basketball, men's and women's golf, gymnastics, swimming and diving, softball, wrestling and track and field/cross country programs.	**ONGOING** Part-time help has been provided for all sports programs who would like it. The need for additional clerical support or full- time staff will continue to be reviewed.
(09-10 Rec) Recruitment of Student-Athletes: The Athletic Department allocates additional funds for recruitment purposes to both men's and women's programs until both genders have adequate funding. *(10-11 Rec) Recruitment of Student-Athletes*: The Athletic Department continues to monitor the recruitment budgets for all sports, with emphasis placed on track and field/cross country, women's tennis, softball, soccer, and swimming and diving to assure adequate recruitment resources for these programs.	**PARTIALLY COMPLETED & ONGOING** Recruiting budgets were increased for women's golf, women's tennis, volleyball, gymnastics, soccer, softball, swimming, and men's and women's basketball in FY12 for a total of $56,500. Based on coaches' budget requests, additional funding is still needed to be adequate in recruiting by softball, soccer, swimming, men's tennis, men's basketball and wrestling. Recruitment budgets continue to be reviewed.

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Intercollegiate Athletics - Gender Equity **ATTACHMENT 2**

Boise State University

			FY14 ACT	FY15 PROJ	FY16	FY17	FY18	FY19
						Estimates		
1	**TITLE IX COMPLIANCE: Accommodations of Interests & Abilities:**							
2	FT Students: NOTE A	Male	5,656	5,627	6,223	6,347	6,347	6,474
3	(undergraduate student body)	Female	6,129	5,894	6,516	6,646	6,646	6,779
4	%:	Male	48.00%	48.84%	48.85%	48.85%	48.85%	48.85%
5		Female	52.00%	51.16%	51.15%	51.15%	51.15%	51.15%
6	Athletic Participants: NOTE B	Male	272	245	251	247	247	247
7	Title IX Definition of Participant	Female	274	239	238	254	254	254
8	%:	Male	49.82%	50.62%	51.33%	49.30%	49.30%	49.30%
9		Female	50.18%	49.38%	48.67%	50.70%	50.70%	50.70%
10	Variance between FT and Athletics: NOTE C		1.82%	1.78%	2.48%	0.45%	0.45%	0.45%
11	Number of Sports Teams at Institution by Gender:	Male	8	8	8	8	8	8
12		Female	12	12	12	12	12	12
13	Male Student Athletes Needed: NOTE D		-19.13	-16.83	-23.70	-4.43	-4.43	-4.43
14	Male Squad Size Average: NOTE E		34	31	31	31	31	31
15	Female Student Athletes Needed: NOTE D		20.72	17.63	24.82	4.64	4.64	4.64
16	Female Squad Size Average: NOTE E		23	20	20	21	21	21
17	**TITLE IX COMPLIANCE: Athletic Financial Aid**							
18	Financial Aid Participants: NOTE F	Male	222	204	215	207	207	207
19	Current (unduplicated)	Female	199	176	172	194	194	194
20	New Sports (unduplicated)	Female	0	0	0	0	0	0
21	Subtotal Female Participants	Female	199	176	172	194	194	194
22	%:	Male	52.73%	53.68%	55.56%	51.62%	51.62%	51.62%
23		Female	47.27%	46.32%	44.44%	48.38%	48.38%	48.38%
24	Athletic Financial Aid Totals: NOTE G	Male	$ 3,025,883	$ 3,565,141	$ 3,779,050	$ 4,005,793	$ 4,246,140	$ 4,500,909
25	Current	Female	$ 2,826,442	$ 3,022,787	$ 3,204,154	$ 3,396,403	$ 3,600,187	$ 3,816,198
26	New Sports	Female	$ -	$ -	$ -	$ -	$ -	$ -
27	Subtotal Female	Female	$ 2,826,442	$ 3,022,787	$ 3,204,154	$ 3,396,403	$ 3,600,187	$ 3,816,198
28	%:	Male	51.70%	54.12%	54.12%	54.12%	54.12%	54.12%
29		Female	48.30%	45.88%	45.88%	45.88%	45.88%	45.88%
30	Variance between Financial Aid & Undup Participants: NOTE H		1.03%	-0.43%	1.44%	-2.50%	-2.50%	-2.50%
31	**PARTICIPANTS BY SPORT:**							
32	Men's Programs: NOTE I							
33		Football	111	107	110	110	110	110
34		Basketball	16	16	16	16	16	16
35		Indoor Track	40	27	27	26	26	26
36		Outdoor Track	33	31	28	26	26	26
37		Cross Country	19	13	14	14	14	14
38		Tennis	10	8	13	13	13	13
39		Wrestling	34	33	32	32	32	32
40		Golf	9	10	11	10	10	10
41		Total Male Participants	272	245	251	247	247	247
42	Women's Programs:							
43		Basketball	16	16	15	15	15	15
44		Volleyball	16	14	15	15	15	15
45		Sand Volleyball	13	10	13	13	13	13
46		Gymnastics	16	16	16	16	16	16
47		Swimming and Diving	27	27	24	26	26	26
48		Skiing						
49		Soccer	32	25	25	28	28	28
50		Golf	9	9	10	9	9	9
51		Tennis	10	9	9	10	10	10
52		Indoor Track	43	33	33	38	38	38
53		Outdoor Track	45	36	34	38	38	38
54		Cross Country	23	20	20	22	22	22
55		Softball	24	24	24	24	24	24
56		Total Female Participants	274	239	238	254	254	254
57	**Total Participants**		546	484	489	501	501	501
58	**SPORTS COSTS**							
59	Current Direct Costs of Women's Sports, including financial aid		5,483,706	5,536,968	6,059,508	6,259,508	6,459,508	6,659,508
60	Direct Costs of New Women's Sports, including financial aid		15,598	23,000	40,000	40,000	40,000	40,000
61	Total Direct Costs for Women's Sports		5,499,304	5,559,968	6,099,508	6,299,508	6,499,508	6,699,508
62	Gender Equity Limit		1,109,700	1,178,600	1,278,600	1,378,600	1,478,600	1,578,600
63	Percentage of Gender Equity Limit to Total Direct Costs for Women's Sports		20.2%	21.2%	21.0%	21.9%	22.7%	23.6%

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Gender Equity Report - Narrative
Idaho State University

Idaho State University and the Department of Athletics have created a culture of gender equity. The University has created committees to address the status of the ongoing progress of Gender Equity. Last year, Valerie McMurtrie Bonnett, Title IX and Gender Equity Specialist reviewed and found that the Idaho State University Department of Athletics achieved proportionality. In regards to athletic participant proportionality, Idaho State University has achieved proportionality in two of the last three business years, and the spreadsheet further projects that proportionality will be maintained in the future.
In both FY14 and FY15, there were approx eight (8) women's sports scholarships which were not awarded. For both years, all men's sports scholarships which were budgeted were awarded. In the annual team-building process, it is a constant challenge to utilize all athletic scholarships in the most effective manner. Idaho State University budgets funds to the maximum NCAA allowable level for every Women's Sport it sponsors and to the maximum NCAA allowable level for every Men's Sport except for Men's Tennis.

In FY15, financial assistance is projected to be substantially proportionate to the ratio of male and female athletes. The variance is projected to be -1.04%. The variance between financial aid and unduplicated participants for FY14 was -1.94%.

The Athletic Department's Policy and Procedure Manual has been updated and approved, which will assist the coaches and administrative staff in understanding the expectations of the Athletic Department.

Idaho State University has established several committees include the Gender Equity Committee/Focus Group, Athletic Advisory Board, Compliance Committee, and Minority Advisory Board. One of the main purposes for these committees is to discuss gender equity areas of participation and financial aid. These committees meet regularly and discuss the eleven areas of gender equity, equipment, scheduling of games and practice, team travel and per diem, tutors, coaches, locker room, practice and competition services, medical and training facilities and services, housing and dining facilities, publicity/marketing, support services and recruitment of student-athletes. Areas that the Athletic Department has worked on this year include the high cost of team travel, recruitment travel, scholarships, and medical insurance. These increased costs make it challenging to develop equitable budget numbers for each sport.

The Department of Athletics meets regularly with coaches, staff and administrators to discuss gender equity related issues. Each month, the department has a Head Coach Cabinet meeting where the coaches can discuss concerns with the administrators and where the administrators can respond. This allows better communication and addresses issues in a more timely fashion. Along with the Head Coach Cabinet meeting, the coaching staffs fill out two surveys: NCAA Certification Questionnaire – Gender Equity, and Gender Equity Report – Recruitment of Student-Athletes. These surveys provide additional information in the eleven areas of equal treatment for gender equity, which assist the Athletic Department in planning Gender Equity strategies.

When preparing budgets and operational plans, the Department of Athletics uses its Gender Equity plan to help and advise coaches and administrators in the decision-making process. By doing so the department hopes to address the needs of all student-athletes equitably and fairly.

Intercollegiate Athletics - Gender Equity **ATTACHMENT 4**

Idaho State University

#			FY14 ACT	FY15 PROJ	FY16	FY17	FY18	FY19
						Estimates		
1	**TITLE IX COMPLIANCE: Accommodations of Interests & Abilities:**							
2	FT Students: NOTE A	Male	3,444	3,542	3,542	3,542	3,542	3,542
3	(undergraduate student body)	Female	3,525	3,625	3,625	3,625	3,625	3,625
4	%:	Male	49.42%	49.42%	49.42%	49.42%	49.42%	49.42%
5		Female	50.58%	50.58%	50.58%	50.58%	50.58%	50.58%
6	Athletic Participants: NOTE B	Male	196	196	198	198	198	198
7	Title IX Definition of Participant	Female	218	208	209	209	209	209
8	%:	Male	47.34%	48.51%	48.65%	48.65%	48.65%	48.65%
9		Female	52.66%	51.49%	51.35%	51.35%	51.35%	51.35%
10	Variance between FT and Athletics: NOTE C		-2.08%	-0.90%	-0.77%	-0.77%	-0.77%	-0.77%
11	Number of Sports Teams at Institution by Gender:	Male	6	6	6	6	6	6
12		Female	9	9	9	9	9	9
13	Male Student Athletes Needed: NOTE D		16.99	7.22	6.20	6.20	6.20	6.21
14	Male Squad Size Average: NOTE E		33	33	33	33	33	33
15	Female Student Athletes Needed: NOTE D		-17.39	-7.39	-6.34	-6.34	-6.34	-6.36
16	Female Squad Size Average: NOTE E		24	23	23	23	23	23
17	**TITLE IX COMPLIANCE: Athletic Financial Aid**							
18	Financial Aid Participants: NOTE F	Male	150	151	150	150	150	150
19	Current (unduplicated)	Female	137	135	135	135	135	135
20	New Sports (unduplicated)	Female	0	0	0	0	0	0
21	Subtotal Female Participants	Female	137	135	135	135	135	135
22	%:	Male	52.26%	52.80%	52.63%	52.63%	52.63%	52.63%
23		Female	47.74%	47.20%	47.37%	47.37%	47.37%	47.37%
24	Athletic Financial Aid Totals: NOTE G	Male	$ 1,209,893	$ 1,259,800	$ 1,334,830	$ 1,388,223	$ 1,443,752	$ 1,501,502
25	Current	Female	$ 1,022,277	$ 1,080,301	$ 1,266,951	$ 1,317,629	$ 1,370,334	$ 1,425,147
26	New Sports	Female	$ -	$ -	$ -	$ -	$ -	$ -
27	Subtotal Female	Female	$ 1,022,277	$ 1,080,301	$ 1,266,951	$ 1,317,629	$ 1,370,334	$ 1,425,147
28	%:	Male	54.20%	53.84%	51.30%	51.30%	51.30%	51.30%
29		Female	45.80%	46.16%	48.70%	48.70%	48.70%	48.70%
30	Variance between Fin. Aid & Undup Participants: NOTE H		-1.94%	-1.04%	1.33%	1.33%	1.33%	1.33%
31	**PARTICIPANTS BY SPORT:**							
32	Men's Programs: NOTE I							
33	Football		83	85	85	85	85	85
34	Basketball		14	14	15	15	15	15
35	Indoor Track		38	38	39	39	39	39
36	Outdoor Track		41	39	39	39	39	39
37	Cross Country		13	13	13	13	13	13
38	Tennis		7	7	7	7	7	7
39	Wrestling							
40	Golf							
41	Total Male Participants		196	196	198	198	198	198
42	Women's Programs:							
43	Basketball		16	16	16	16	16	16
44	Volleyball		15	14	15	15	15	15
45	Sand Volleyball							
46	Gymnastics							
47	Swimming and Diving							
48	Skiing							
49	Soccer		24	24	24	24	24	24
50	Golf		5	9	9	9	9	9
51	Tennis		9	8	9	9	9	9
52	Indoor Track		48	43	48	48	48	48
53	Outdoor Track		49	48	48	48	48	48
54	Cross Country		33	28	20	20	20	20
55	Softball		19	18	20	20	20	20
56	Total Female Participants		218	208	209	209	209	209
57	**Total Participants**		414	404	407	407	407	407
58	**SPORTS COSTS**							
59	Current Direct Costs of Women's Sports, including financial aic		2,716,645	2,906,312	3,056,312	3,206,312	3,356,312	3,506,312
60	Direct Costs of New Women's Sports, including financial aic		0	0	0	0	0	0
61	Total Direct Costs for Women's Sports		2,716,645	2,906,312	3,056,312	3,206,312	3,356,312	3,506,312
62	Gender Equity Limit		734,400	780,000	811,200	843,648	877,394	912,490
63	% of Gender Equity Limit to Total Direct Costs for Women's Sports		27.0%	26.8%	26.5%	26.3%	26.1%	26.0%

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Gender Equity Report – Narrative
University of Idaho

The University of Idaho annually conducts a gender equity assessment that includes interviews with all head coaches and some student-athletes. The results of these conversations have produced resource reallocation and adjustments to specific sports budgets. Gender equity issues are taken seriously by the Department of Athletics and the University of Idaho.

I. Participation Opportunities

The University of Idaho is projecting compliance with the participation opportunity prong of gender equity requirements in FY15 and beyond. Current UI undergraduate enrollment is 53.68% male and student-athlete participation is 54.45% male. This results in a .77% differential with females being the underrepresented gender. This differential is within the allowed variance of +/-1%. Assuming a consistent enrollment differential and with a continued dedication to providing participation opportunities for women, the University of Idaho anticipates continued strict compliance with gender equity guidelines.

II. Financial Aid

The University of Idaho is not currently in compliance with this prong of gender equity guidelines, but is studying the involved factors and is committed to achieving compliance. In FY15 the number of unduplicated males and females has a ratio of 55.81% favoring males. UI athletics currently has 173 males and 137 females participating. The dollar amounts awarded respectively are $2,978,328 and $2,136,048 for a 58/42% ratio. When the unduplicated participant ratio is compared to the financial aid awarded ratio it results in a 2.43% variance. This variance can be brought into compliance by effecting the unduplicated participant ratio, the financial aid totals ratio, or a combination of the two.

We will try to maintain the number of female student-athletes while slightly increasing the number of male student-athletes. This will bring the variance closer to compliance. In addition we will encourage coaches in our women's programs to fully allocate all of their available scholarships. This will also close the variance, and, when coupled with our participant efforts will bring us within +/- 1%.

III. Conclusion

As indicated in Attachment 6, the University of Idaho dedicates significant resources toward gender equity compliance. In fact, the SBOE approved gender equity funding only accounts for 19.6% of our FY15 gender equity obligations. The University of Idaho will continue to meet Title IX Prong One compliance through roster management. In an effort to meet Title IX Prong Two compliance, we will monitor rosters and encourage the use of all available scholarships in our women's programs.

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Intercollegiate Athletics - Gender Equity | **Attachment 6**

University of Idaho

					Estimates			
			FY14 ACT	FY15 PROJ	FY16	FY17	FY18	FY19
1	**TITLE IX COMPLIANCE: Accommodations of Interests & Abilities:**							
2	FT Students: NOTE A	Male	4,335	4,200	4,284	4,413	4,545	4,682
3	(undergraduate student body)	Female	3,781	3,624	3,733	3,845	3,960	4,079
4	%:	Male	53.41%	53.68%	53.44%	53.44%	53.44%	53.44%
5		Female	46.59%	46.32%	46.56%	46.56%	46.56%	46.56%
6	Athletic Participants: NOTE B	Male	228	214	214	214	214	214
7	Title IX Definition of Participant	Female	208	179	181	181	181	181
8	%:	Male	52.29%	54.45%	54.18%	54.18%	54.18%	54.18%
9		Female	47.71%	45.55%	45.82%	45.82%	45.82%	45.82%
10	Variance between FT and Athletics: NOTE C		-1.12%	0.77%	0.74%	0.74%	0.74%	0.74%
11	Number of Sports Teams at Institution by Gender:	Male	7	7	7	7	7	7
12		Female	9	9	9	9	9	9
13	Male Student Athletes Needed: NOTE D		10.48	-6.55	-6.28	-6.26	-6.26	-6.24
14	Male Squad Size Average: NOTE E		33	31	31	31	31	31
15	Female Student Athletes Needed: NOTE D		-9.14	5.65	5.48	5.46	5.46	5.44
16	Female Squad Size Average: NOTE E		23	20	20	20	20	20
17	**TITLE IX COMPLIANCE: Athletic Financial Aid**							
18	Financial Aid Participants: NOTE F	Male	183	173	180	180	180	180
19	Current (unduplicated)	Female	150	137	137	137	137	137
20	New Sports (unduplicated)	Female	0	0	0	0	0	0
21	Subtotal Female Participants	Female	150	137	137	137	137	137
22	%:	Male	54.95%	55.81%	56.78%	56.78%	56.78%	56.78%
23		Female	45.05%	44.19%	43.22%	43.22%	43.22%	43.22%
24	Athletic Financial Aid Totals: NOTE G	Male	$ 2,979,165	$ 2,978,328	$ 3,067,678	$ 3,159,708	$ 3,254,499	$ 3,352,134
25	Current	Female	$ 2,128,443	$ 2,136,048	$ 2,210,810	$ 2,288,188	$ 2,368,275	$ 2,451,164
26	New Sports	Female	$ -					
27	Subtotal Female	Female	$ 2,128,443	$ 2,136,048	$ 2,210,810	$ 2,288,188	$ 2,368,275	$ 2,451,164
28	%:	Male	58.33%	58.23%	58.12%	58.00%	57.88%	57.76%
29		Female	41.67%	41.77%	41.88%	42.00%	42.12%	42.24%
30	Variance between Financial Aid & Undup Participants: NOTE H		-3.37%	-2.43%	-1.33%	-1.22%	-1.10%	-0.98%
31	**PARTICIPANTS BY SPORT:**							
32	Men's Programs: NOTE I							
33		Football	99	106	106	106	106	106
34		Basketball	16	17	17	17	17	17
35		Indoor Track	39	31	31	31	31	31
36		Outdoor Track	41	29	29	29	29	29
37		Cross Country	13	11	11	11	11	11
38		Tennis	**11**	**10**	**10**	**10**	**10**	**10**
39		Wrestling						
40		Golf	9	10	10	10	10	10
41		Total Male Participants	228	214	214	214	214	214
42	Women's Programs:							
43		Basketball	12	14	14	14	14	14
44		Volleyball	15	18	18	18	18	18
45		Sand Volleyball						
46		Gymnastics						
47		Swimming and Diving	39	30	32	32	32	32
48		Skiing						
49		Soccer	28	26	26	26	26	26
50		Golf	8	8	8	8	8	8
51		Tennis	8	8	8	8	8	8
52		Indoor Track	42	31	31	31	31	31
53		Outdoor Track	38	30	30	30	30	30
54		Cross Country	18	14	14	14	14	14
55		Softball						
56		Total Female Participants	208	179	181	181	181	181
57		**Total Participants**	436	393	395	395	395	395
58	**SPORTS COSTS**							
59	Current Direct Costs of Women's Sports, including financial aid		5,048,384	5,199,836	5,355,831	5,516,506	5,682,001	5,852,460
60	Direct Costs of New Women's Sports, including financial aid							
61	Total Direct Costs for Women's Sports		5,048,384	5,199,836	5,355,831	5,516,506	5,682,001	5,852,460
62	Gender Equity Limit		961,600	1,021,300	1,051,939	1,083,497	1,116,002	1,149,482
63	Percentage of Gender Equity Limit to Total Direct Costs for Women's Sports		19.0%	19.6%	19.6%	19.6%	19.6%	19.6%

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Gender Equity Report – Narrative
Lewis-Clark State College

The reported numbers for this past year have been impacted by LCSC's decision to sponsor men's indoor and outdoor track, in light of increased interest and activity in those sports. Under NAIA rules, LCSC's men's cross-country participants have the option to compete in track, even though the institution did not sponsor those sports in previous years. Women's track became a sponsored sport several years ago, after a similar pattern took place in women's cross country. The apparent jump in men's participation is driven, in part, by a relatively small number of additional male athletes being counted separately as cross-country, indoor track, and outdoor track participants (duplicated headcount). There was a smaller increase in the number of women cross-country runners who doubled in women's track.

Note on Gender Equity funding limits: LCSC has not (yet) asked for a separate dollar limit or policy waiver to fund gender equity initiatives, but does not rule out approaching the Board in the future to take advantage of the dispensation permitted to the universities in the event increased limits were needed for new expenditures for women's sports programs and/or facilities.

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Intercollegiate Athletics - Gender Equity **ATTACHMENT 8**
Lewis-Clark State College

			FY14 ACT	FY15 PROJ	FY16 (Estimates)	FY17 (Estimates)	FY18 (Estimates)	FY19 (Estimates)
1	**TITLE IX COMPLIANCE: Accommodations of Interests & Abilities:**							
2	FT Students: NOTE A	Male	689	684	705	726	747	770
3	(undergraduate student body)	Female	1,167	1,145	1,179	1,215	1,251	1,289
4	%:	Male	37.12%	37.40%	37.40%	37.40%	37.40%	37.40%
5		Female	62.88%	62.60%	62.60%	62.60%	62.60%	62.60%
6	Athletic Participants: NOTE B	Male	106	144	147	147	147	147
7	Title IX Definition of Participant	Female	104	109	118	118	128	128
8	%:	Male	50.48%	56.92%	55.47%	55.47%	53.45%	53.45%
9		Female	49.52%	43.08%	44.53%	44.53%	46.55%	46.55%
10	Variance between FT and Athletics: NOTE C		13.35%	19.52%	18.07%	18.07%	16.06%	16.06%
11	Number of Sports Teams at Institution by Gender:	Male	5	6	6	6	6	6
12		Female	6	6	6	6	6	6
13	Male Student Athletes Needed: NOTE D		-44.60	-78.89	-76.51	-76.51	-70.54	-70.54
14	Male Squad Size Average: NOTE E		21	24	25	25	25	25
15	Female Student Athletes Needed: NOTE D		75.54	132.05	128.07	128.07	118.07	118.07
16	Female Squad Size Average: NOTE E		17	18	20	20	21	21
17	**TITLE IX COMPLIANCE: Athletic Financial Aid**							
18	Financial Aid Participants: NOTE F	Male	96	97	100	100	105	105
19	Current (unduplicated)	Female	65	72	75	80	85	85
20	New Sports (unduplicated)	Female	0	0	0	0	0	0
21	Subtotal Female Participants	Female	65	72	75	80	85	85
22	%:	Male	59.63%	57.40%	57.14%	55.56%	55.26%	55.26%
23		Female	40.37%	42.60%	42.86%	44.44%	44.74%	44.74%
24	Athletic Financial Aid Totals: NOTE G	Male	$ 833,008	$ 854,951	$ 884,874	$ 906,996	$ 929,671	$ 952,913
25	Current	Female	$ 728,456	$ 745,216	$ 771,299	$ 790,581	$ 810,346	$ 830,604
26	New Sports	Female	$ -	$ -	$ -	$ -	$ -	$ -
27	Subtotal Female	Female	$ 728,456	$ 745,216	$ 771,299	$ 790,581	$ 810,346	$ 830,604
28	%:	Male	53.35%	53.43%	53.43%	53.43%	53.43%	53.43%
29		Female	46.65%	46.57%	46.57%	46.57%	46.57%	46.57%
30	Variance between Financial Aid & Undup Participants: NOTE H		6.28%	3.97%	3.71%	2.13%	1.83%	1.83%
31	**PARTICIPANTS BY SPORT:**							
32	Men's Programs: NOTE I							
33	Football							
	Baseball		42	42	42	42	42	42
34	Basketball		15	16	15	15	15	15
35	Indoor Track			23	25	25	25	25
36	Outdoor Track			24	25	25	25	25
37	Cross Country		25	18	20	20	20	20
38	Tennis		16	13	12	12	12	12
39	Wrestling							
40	Golf		8	8	8	8	8	8
41	Total Male Participants		106	144	147	147	147	147
42	Women's Programs:							
43	Basketball		12	13	15	15	15	15
44	Volleyball		15	19	18	18	18	18
45	Sand Volleyball							
46	Gymnastics							
47	Swimming and Diving							
48	Skiing							
49	Soccer							
50	Golf		9	10	10	10	10	10
51	Tennis		14	15	15	15	15	15
52	Indoor Track		19	17	20	20	25	25
53	Outdoor Track		19	20	20	20	25	25
54	Cross Country		16	15	20	20	20	20
55	Softball							
56	Total Female Participants		104	109	118	118	128	128
57	**Total Participants**		210	253	265	265	275	275
58	**SPORTS COSTS**							
59	Current Direct Costs of Women's Sports, including financial aid		768,987	762,921	832,900	857,900	883,600	910,100
60	New Direct Costs of Women's Sports, including financial aid		0	0	0	0	0	0
61	Total Direct Costs for Women's Sports		768,987	762,921	832,900	857,900	883,600	910,100
62	Gender Equity Limit		0	0	0	0	0	0
63	Percentage of Gender Equity Limit to Total Direct Costs for Women's Sports		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

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Gender Equity Report: Notes

NOTE A: Full-Time Students - Undergraduate Population
1990 Title IX Athletics Investigator's Manual and 1996 Policy Clarification for the three-part test refined this definition to "full-time undergraduate enrollment"
OCR has never defined enrollment beyond that wording.
Use full time undergraduate headcount, BS/BA or higher degree seeking (so does not include PTE students); these are students eligible to participate in NCAA athletics; average Fall & Spring

NOTE B: Title IX Definition of Athletic Participant (duplicated count): Includes walk-ons
1) Receives institutionally sponsored support normally provided to athletes competing at institution (e.g. coaching, equipment, medical and training room services, etc.); and
2) Participates in organized practices sessions and other team meetings and activities on a regular basis during your sports' season; and
3) Is listed on the eligibility or squad lists maintained for your sport (start-of-season or end-of-season squad lists); or
4) Because of injury, cannot meet 1,2, or 3 above, but continues to receive financial aid on a basis of athletic ability.
Additional Notes: start-of-season and end-of-season squad lists should be counted; individual athletes should be counted for each team in which they compete (i.e. indoor, outdoor track, cross = 3 participation opportu
NOTE: expanded definition on special cases under PARTICIPANT DEFINITION worksheet

NOTE C: Variance between FT undergraduate population and athletic participation should be substantially proportionate

NOTE D: Male or Female Student-Athletes Needed indicates the number of participants needed in the under-represented gender to achieve strict proportionality between FT undergraduate and athletic participant populations

NOTE E: How Close is "Close Enough"
Per the OCR's 1996 Policy Clarification, determining how close is "close enough" can be done using the following formula:
1) identify the average number of participants per team of the under-represented gender
2) identify the number of participants that is needed to be added to the current program to achieve strict proportionality; and
3) if the average number is larger (1), there is compliance with test one (proportionality). If the number to be added is larger, the result is noncompliance with test one.

NOTE F: Title IX Definition of Financial Aid Participant (unduplicated count): Includes walk-ons
A "financial aid participant" is defined the same way as a "participant" in the preceding section; however, the important distinction is, when analyzing scholarships, the participants should only be counted one time, regardless of how many sports programs in which he or she competes. This is also referred to as the *unduplicated* participant count
NOTE: expanded definition on special cases under PARTICIPANT DEFINITION WORKSHEET

NOTE G: Athletic Financial Aid Totals:
Dollars to be counted are athletic grant dollars awarded for athletic ability. From the NCAA squad list, the correct amounts to use are labeled as "Athletic Grant Amount". This would include any tuition or other waivers.

NOTE H: Variance between Athletic Financial Aid and Unduplicated Participant Count
Student aid awarded per gender must be substantially proportionate to the ratio of male and female athletes.
1998 OCR issued policy identifying one percentage point as an acceptable variance.

NOTE I: Participants by Sport
Participant definition from NOTE B above should be used

NOTE J: Equal treatment within programs is as equally important as participation opportunities and athletic financial aid. Title IX requires equity in 11 additional programs areas between genders.

Sources: http://bailiwick.lib.uiowa.edu/ge/aboutRE.html
Title IX and Intercollegiate Athletics: How It All Works, Valerie McMurtrie Bonnette

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SUBJECT

FY 2016 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Applicable Legislative Appropriation Bills

BACKGROUND/ DISCUSSION

The 2015 Legislature has passed appropriation bills for the agencies and institutions of the Board.

The table on Tab 3a page 3 lists the FY 2016 appropriation bills related to the State Board of Education.

IMPACT

Appropriation bills provide funding and spending authority for the agencies and institutions of the State Board of Education allowing them to offer programs and services to Idaho's citizens.

ATTACHMENTS

STAFF COMMENTS

Staff comments and recommendations are included for each specific institution and agency allocation.

BOARD ACTION

Motions for the allocations for College and Universities, Community Colleges, and Professional-Technical Education are found on each specific institution and agency allocation.

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ATTACHMENT 1

State Board of Education
FY 2016 Appropriations to Institutions and Agencies

	General Fund	% Δ From FY 2015	Total Fund
Allocations			
College and Universities	$258,776,400	3.0%	$520,478,300
Community Colleges	33,961,000	3.0%	34,561,000
Professional-Technical Education	56,204,600	5.9%	66,928,800
Agencies			
Agricultural Research & Extension Service	28,736,200	8.6%	28,761,800
Health Education Programs	12,795,300	12.7%	13,098,800
Special Programs	9,836,700	5.2%	11,920,100
Office of the State Board of Education	2,441,500	6.7%	5,857,500
Public Broadcasting System	2,314,000	5.1%	8,699,300
Vocational Rehabilitation, Division	7,557,800	.9%	25,443,700
State Department of Education (Superintendent of Public Instruction)	15,745,900	84.7%	39,213,300

Statewide Issues

Permanent Building Fund: Major Capital Projects

Boise State University: Fine Arts Building	$2,500,000
University of Idaho, Lewis-Clark State College, North Idaho College: Collaborative Education Facility	$4,000,000

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SUBJECT

FY 2016 College and Universities Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.S.
Senate Bill 1176 (2015)

BACKGROUND/DISCUSSION

The Legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and system-wide needs. The Board allocates the appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year budget base; 2) funds for the Enrollment Workload Adjustment (EWA); 3) funds for new occupancy costs; 4) funding of special allocations; and 5) a general allocation based on proportionate share to total budget request.

IMPACT

This action allocates the FY 2016 College and Universities appropriation to the institutions for general education programs, and system-wide needs. These funds allocated along with revenue generated from potential fee increases will establish the operating budgets for the general education program for FY 2016. The allocation for FY 2016 is shown on Tab 3b page 3. The FY 2016 general fund appropriation includes the following items:

• Ongoing base funding for benefit cost increases	$ 1,463,900
• One-time replacement capital	3,367,700
• 3% ongoing Change in Employee Compensation (CEC)	5,560,600
• Payline adjustment	17,700
• Reduction for statewide cost allocation	(345,100)
• Reduction for Enrollment Workload Adjustment (EWA)	(1,691,100)
• Occupancy costs	73,700
• Complete College Idaho	2,033,800
• Computer Science Workforce (BSU)	1,261,100
• Career Path Internship Match (ISU)	500,000
• Employment Readiness Program (UI)	518,400
• Rental Costs for Law Center (UI)	204,000
• College Work Trial (LCSC)	209,700
• Research Infrastructure Funds (Systemwide)	325,000
Total General Fund increase over Base	$13,499,400

ATTACHMENTS

STAFF COMMENTS

Staff recommends approval of the FY 2016 College and Universities allocation as presented in Attachment 1.

BOARD ACTION

I move to approve the allocation of the FY 2016 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Tab 3b, Page 3.

Moved by__________ Seconded by__________ Carried Yes_____ No_____

FY 2016 College and University Allocation
Based on JFAC Action
March 16, 2015

Appropriation:	FY15 Appr	FY16 Appr	% Chge	Sys Needs:	FY15 Appr	FY16 Appr
General Educ Approp: S1176				HERC	1,635,500	1,961,700
General Account	245,277,000	258,776,400	5.50%	Innovation	863,300	863,300
Endowment Funds	12,528,000	13,980,000	11.59%	Sys Nds	140,000	140,000
				IGEM	2,000,000	2,000,000
Total Gen Acct & Endow Funds	257,805,000	272,756,400	5.80%	Total	4,638,800	4,965,000
Student Fees/Misc Revenue	240,109,300	247,721,900	3.17%			
One-time Student Fees:						
Total Gen Educ Approp	497,914,300	520,478,300	4.53%			

Allocation:	BSU	ISU	UI	LCSC	SYS-WIDE	TOTAL
FY15 General Account	80,770,800	66,683,800	79,120,500	14,061,900	4,640,000	245,277,000
FY15 Endowment Funds	0	2,579,400	8,309,700	1,572,000	0	12,461,100
FY16 Budget Base	80,770,800	69,263,200	87,430,200	15,633,900	4,640,000	257,738,100
Additional Funding for FY16:						
MCO Adjustments:						
Personnel Benefits	447,200	449,000	509,900	114,800		1,520,900
Inflation including Library B&P	0	0	73,100	39,300		112,400
Recplacement Capital	832,100	927,700	797,200	810,700		3,367,700
CEC: 3.0% onging	1,762,200	1,668,000	1,995,900	305,400		5,731,500
Payline Adjustment	16,500	0	0	1,200		17,700
Endowment Fund Adjustments	0	345,300	640,400	192,900		1,178,600
Nonstandard Adjustments:						
Risk Mgmt/Controller/Treasurer	(139,500)	(86,700)	(98,600)	(20,300)		(345,100)
External Nonstandard Adjustments:						
Enrollment Workload Adjustment (EWA)	83,000	(784,500)	(894,500)	(95,100)		(1,691,100)
Line Items						
Complete College Idaho	546,500	630,600	557,100	299,600	0	2,033,800
Computer Science Workforce	1,261,100	0	0	0	0	1,261,100
Occupancy Costs	0	73,700	0	0	0	73,700
Career Path Internship Match	0	500,000	0	0	0	500,000
Employment Readiness Program	0	0	518,400	0	0	518,400
Rental Costs for Law Center	0	0	204,000	0	0	204,000
College Work Trial	0	0	0	209,700	0	209,700
Research Infrastructure Funds	0	0	0	0	325,000	325,000
Total Addl Funding	4,809,100	3,723,100	4,302,900	1,858,200	325,000	15,018,300
FY16 Gen Acct & Endow Allocation	85,579,900	72,986,300	91,733,100	17,492,100	4,965,000	272,756,400
% Change From FY15 Adjusted Budget Base	5.95%	5.38%	4.92%	11.89%	7.00%	5.83%
FY16 Estimated Student Fee Revenue	92,851,200	63,832,500	76,204,200	14,834,000	0	247,721,900
FY16 Operating Budget	178,431,100	136,818,800	167,937,300	32,326,100	4,965,000	520,478,300
General Fund Increase	4,809,100	3,298,300	3,441,000	1,626,000	325,000	13,499,400
% Increase	6.0%	4.9%	4.3%	11.6%	7.0%	5.5%
General Fund Increase - ongoing	3,977,000	2,370,600	2,427,800	800,300	325,000	9,900,700
% Increase	4.9%	3.6%	3.1%	5.7%	7.0%	4.0%

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STATEMENT OF PURPOSE

RS23889

This is the FY 2016 appropriation to the State Board of Education for College and Universities in the amount of $520,478,300. This appropriation provides for increased cost of benefits, and inflationary adjustments. The budget provides for an ongoing 3% merit-based increase in employee compensation for permanent employees to be distributed at the discretion of institution presidents. Additionally, it provides a nondiscretionary adjustment for enrollment workload decreases and an adjustment for endowment earnings. Lastly, this budget includes eight line items. Line item 1 provides 17.0 FTP and $2,033,800 from the General Fund for the Complete College Idaho initiative. Line item 4 provides $325,000 ongoing from the General Fund to increase existing research funding to be distributed through the Higher Education Research Council. Line item 6 provides 8.0 FTP and $1,261,100 from the General Fund for Boise State University's Computer Science Workforce Initiative. Line item 7 provides 0.55 FTP and $73,700 ongoing from the General Fund for occupancy costs for lab/office space at Idaho State University's facility in Meridian. Line item 8 provides $500,000 ongoing from the General Fund for Idaho State University's career path internship program. Line item 10 provides 6.0 FTP and $518,400 ongoing from the General Fund for the University of Idaho's employment readiness program. Line Item 12 provides $204,000 one-time from the General Fund to the University of Idaho for the lease costs to occupy the Idaho Law and Justice Learning Center. Line item 14 provides 4.0 FTP and $209,700 ongoing from the General Fund for Lewis-Clark State College's work trial program. This appropriation results in a 3% increase from the General Fund and an overall increase of 4.4%.

FISCAL NOTE

	FTP	Gen	Ded	Total
FY 2015 Original Appropriation	4,127.82	251,223,200	247,418,500	498,641,700
Reappropriation	0.00	0	124,651,600	124,651,600
1. Campus Security	0.00	0	0	0
Cash Transfers	0.00	0	0	0
FY 2015 Total Appropriation	4,127.82	251,223,200	372,070,100	623,293,300
Noncognizable Funds and Transfers	52.40	0	19,528,700	19,528,700
FY 2015 Estimated Expenditures	4,180.22	251,223,200	391,598,800	642,822,000
Removal of One-Time Expenditures	0.00	(5,947,400)	(139,028,400)	(144,975,800)
Base Adjustments	0.00	1,200	0	1,200
FY 2016 Base	4,180.22	245,277,000	252,570,400	497,847,400
Benefit Costs	0.00	1,463,900	1,080,000	2,543,900
Inflationary Adjustments	0.00	0	2,234,200	2,234,200
Replacement Items	0.00	3,367,700	624,300	3,992,000
Statewide Cost Allocation	0.00	(345,100)	0	(345,100)
Change in Employee Compensation	0.00	5,578,300	4,014,400	9,592,700
Nondiscretionary Adjustments	0.00	(1,691,100)	0	(1,691,100)
Endowment Adjustments	0.00	0	1,178,600	1,178,600
FY 2016 Program Maintenance	4,180.22	253,650,700	261,701,900	515,352,600

Statement of Purpose / Fiscal Note **S1176**

1. Complete College Idaho	17.00	2,033,800	0	2,033,800
2. OT Deferred Maintenance	0.00	0	0	0
3. OT Philanthropic Matching Funds	0.00	0	0	0
4. Research Infrastructure Funds	0.00	325,000	0	325,000
5. Salary Competitiveness	0.00	0	0	0
6. Computer Science Workforce Initiative	8.00	1,261,100	0	1,261,100
7. Occupancy Costs (ISU)	0.55	73,700	0	73,700
8. Career Path Internship Match	0.00	500,000	0	500,000
9. eISU Online Access	0.00	0	0	0
10. Employment Readiness Program	6.00	518,400	0	518,400
11. Occupancy Costs (UI)	0.00	0	0	0
12. Rental Costs for Law Center	0.00	204,000	0	204,000
13. Endowment Funds Ongoing	0.00	0	0	0
14. College Work Trial	4.00	209,700	0	209,700
15. Mill Fund/Substance Abuse Materials	0.00	0	0	0
FY 2016 Total	4,215.77	258,776,400	261,701,900	520,478,300
Chg from FY 2015 Orig Approp	87.95	7,553,200	14,283,400	21,836,600
% Chg from FY 2015 Orig Approp.	2.1%	3.0%	5.8%	4.4%

Contact:

Paul Headlee
Budget and Policy Analysis
(208) 334-4746

Statement of Purpose / Fiscal Note **S1176**

LEGISLATURE OF THE STATE OF IDAHO
Sixty-third Legislature First Regular Session - 2015

IN THE SENATE

SENATE BILL NO. 1176

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2016; PROVIDING NON-GENERAL FUND REAPPROPRIATION; PROVIDING LEGISLATIVE INTENT FOR SYSTEMWIDE NEEDS; PROVIDING LEGISLATIVE INTENT FOR REPORTING RELATED TO THE COMPLETE COLLEGE IDAHO INITIATIVE; AND EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIMITATIONS.

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

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities, and the Office of the State Board of Education, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2015, through June 30, 2016:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. BOISE STATE UNIVERSITY:					
FROM:					
General Fund	$73,214,200	$7,775,800	$4,589,900		$85,579,900
Unrestricted Fund	70,458,000	20,952,500	1,440,700		92,851,200
TOTAL	$143,672,200	$28,728,300	$6,030,600		$178,431,100
II. IDAHO STATE UNIVERSITY:					
FROM:					
General Fund	$68,930,800	$123,600	$927,700		$69,982,100
Charitable Institutions Endowment Income Fund	1,200,000				1,200,000
Normal School Endowment Income Fund	1,804,200				1,804,200
Unrestricted Fund	34,011,300	24,787,400	5,033,800		63,832,500
TOTAL	$105,946,300	$24,911,000	$5,961,500		$136,818,800

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
III. UNIVERSITY OF IDAHO:					
FROM:					
General Fund	$73,031,700	$5,157,800	$4,372,000		$82,561,500
Agricultural College Endowment Income Fund	904,300	62,300	322,200		1,288,800
Scientific School Endowment Income Fund	2,858,600		1,007,800		3,866,400
University Endowment Income Fund	2,773,000	259,000	984,400		4,016,400
Unrestricted Fund	39,670,300	36,068,400	465,500		76,204,200
TOTAL	$119,237,900	$41,547,500	$7,151,900		$167,937,300
IV. LEWIS-CLARK STATE COLLEGE:					
FROM:					
General Fund	$13,047,000	$1,381,200	$1,259,700		$15,687,900
Normal School Endowment Income Fund		1,804,200			1,804,200
Unrestricted Fund	12,218,500	2,615,500	0		14,834,000
TOTAL	$25,265,500	$5,800,900	$1,259,700		$32,326,100
V. SYSTEMWIDE PROGRAMS:					
FROM:					
General Fund		$1,085,000	$1,200	$3,878,800	$4,965,000
GRAND TOTAL	$394,121,900	$102,072,700	$20,404,900	$3,878,800	$520,478,300

SECTION 2. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities any unexpended and unencumbered balances of moneys categorized as dedicated funds appropriated

for fiscal year 2015, to be used for nonrecurring expenditures, for the period July 1, 2015, through June 30, 2016.

SECTION 3. LEGISLATIVE INTENT. It is the intent of the Legislature that of the amount appropriated from the General Fund in Section 1, Subsection V. of this act, the following amounts may be used as follows: (1) An amount not to exceed $140,000 may be used by the Office of the State Board of Education for systemwide needs; (2) An amount of approximately $1,760,500 may be used for the mission and goals of the Higher Education Research Council as outlined in State Board of Education policy III.W., which includes awards for infrastructure, matching grants, and competitive grants through the Idaho Incubation Fund program; and (3) An amount not to exceed $863,300 may be used by the State Board of Education for instructional projects designed to foster innovative learning approaches using technology, to promote accountability and information transfer throughout the higher education system including longitudinal student-level data and program/course transferability and to promote the Idaho Electronic Campus.

SECTION 4. LEGISLATIVE INTENT. It is the intent of the Legislature that the State Board of Education shall report to the Joint Finance-Appropriations Committee, the Senate Education Committee, and the House Education Committee on the implementation and effectiveness of the appropriations for the Complete College Idaho initiative. Reporting shall address the $2,759,700 appropriated in fiscal year 2015 and the $2,033,800 appropriated in Section 1 of this act for fiscal year 2016. The board may use the measures of effectiveness submitted by the institutions in their budget requests or develop other measures as necessary. Reporting to the Legislature should occur no later than February 1, 2016.

SECTION 5. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. For fiscal year 2016, the State Board of Education and the Board of Regents of the University of Idaho for College and Universities is hereby exempted from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period July 1, 2015, through June 30, 2016. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

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SUBJECT

Community Colleges FY 2016 Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

House Bill 304 (2015)

BACKGROUND/DISCUSSION

The Legislature makes an annual appropriation to the State Board of Education for community college support. The allocation to the colleges includes the current year (FY 2015) base allocation plus each college's respective share in any annual budget adjustments according to the normal budgeting process.

IMPACT

This action allocates the FY 2016 Community Colleges appropriation to the institutions. The funds allocated along with revenue generated from other non-appropriated sources will establish the operating budgets. The FY 2016 Allocation is shown on Tab 3c, page 3.

The FY 2016 appropriation includes ongoing base funding for health insurance increases, 3% ongoing Change in Employee Compensation (CEC) increases, a net decrease for Enrollment Workload Adjustment (EWA), and additional ongoing funds for Complete College Idaho.

ATTACHMENTS

Attachment 1 – FY 2016 CC Appropriations Allocation	Page 3
Attachment 2 – Statement of Purpose/Fiscal Note	Page 5
Attachment 3 – Appropriation Bill (H304)	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the FY 2016 Community College allocation.

BOARD ACTION

I move to approve the allocation of the FY 2016 appropriation for the College of Southern Idaho, College of Western Idaho and North Idaho College, as presented on Tab 3c, Page 3.

Moved by__________ Seconded by__________ Carried Yes_____ No_____

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Idaho Community Colleges
FY 2016 Appropriation Allocation - JFAC Action

General Educ Approp: H304

		CSI	NIC	CWI	Total
1	FY 15 Total Appropriation				
2	General Funds	12,265,300	10,341,100	10,372,100	32,978,500
3	Dedicated Funds	200,000	200,000	200,000	600,000
4	Total FY15 Total Appropriation	12,465,300	10,541,100	10,572,100	33,578,500
5					-
6	FY 16 Base				-
7	General Funds	12,180,000	10,242,900	10,325,100	32,748,000
8	Dedicated Funds	200,000	200,000	200,000	600,000
9	Total FY 16 Base	12,380,000	10,442,900	10,525,100	33,348,000
10					-
11	FY 16 Maintenance Items				
12	Benefit Cost Increases	205,900	88,900	49,600	344,400
13	Replacement Items	-	-	6,300	6,300
14	CEC: 3% ongoing	223,800	248,100	166,500	638,400
15	Enrollment Workload Adjustment	(484,700)	(361,400)	(157,400)	(1,003,500)
16		(55,000)	(24,400)	65,000	(14,400)
17	FY 16 Maintenance				-
18	General Funds	12,125,000	10,218,500	10,390,100	32,733,600
19	Dedicated Funds	200,000	200,000	200,000	600,000
20	Total FY 16 Maintenance	12,325,000	10,418,500	10,590,100	33,333,600
21					-
22	FY 16 Line Items				-
23	Complete College Idaho	393,200	417,300	416,900	1,227,400
24		-	-	-	-
25	Total Line Items	393,200	417,300	416,900	1,227,400
26					-
27	FY 16 Total Appropriation				-
28	General Funds	12,518,200	10,635,800	10,807,000	33,961,000
29	Dedicated Funds	200,000	200,000	200,000	600,000
30	FY 16 Total Appropriation	12,718,200	10,835,800	11,007,000	34,561,000
31					
32					
33	GF Change from FY 15 Total	2.1%	2.8%	4.2%	3.0%
34					
35	GF Appropriation Allocation				
36	PC	10,141,100	9,707,100	6,843,200	26,691,400
37	OE	1,769,700	922,700	3,957,500	6,649,900
38	CO	607,400	6,000	6,300	619,700
39	TB				0
40	Total General Funds	12,518,200	10,635,800	10,807,000	33,961,000

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STATEMENT OF PURPOSE

RS23888

This is the FY 2016 appropriation to Community Colleges in the amount of $34,561,000. This appropriation provides for increased cost of benefits, the equivalent of a 3% ongoing change in employee compensation, a nondiscretionary adjustment for enrollment workload increases, and one-time replacement items. This budget includes one line item that provides $1,227,400 from the General Fund for the Complete College Idaho efforts at the each of the community colleges. Of this amount, $1,221,400 is ongoing and $6,000 is one-time. For the College of Southern Idaho, $393,200 to hire student career and transition coordinators and student advisors. For the College of Western Idaho, $416,900 to implement the newly designed general education program and to address remediation for mathematics in a learning lab setting. For North Idaho College, $411,300 ongoing and $6,000 one-time, to address student retention, completion, and remediation. This budget results in a 3.0% increase from the General Fund.

FISCAL NOTE

	Gen	Ded	Total
FY 2015 Original Appropriation	32,978,500	600,000	33,578,500
1. Campus Security	0	0	0
FY 2015 Total Appropriation	32,978,500	600,000	33,578,500
Noncognizable Funds and Transfers	0	0	0
FY 2015 Estimated Expenditures	32,978,500	600,000	33,578,500
Removal of One-Time Expenditures	(230,500)	0	(230,500)
FY 2016 Base	32,748,000	600,000	33,348,000
Benefit Costs	344,400	0	344,400
Inflationary Adjustments	0	0	0
Replacement Items	6,300	0	6,300
Change in Employee Compensation	638,400	0	638,400
Nondiscretionary Adjustments	(1,003,500)	0	(1,003,500)
FY 2016 Program Maintenance	32,733,600	600,000	33,333,600
1. Complete College Idaho	1,227,400	0	1,227,400
2. Achievement-Based Software	0	0	0
3. Institutional Researcher	0	0	0
4. Math Learning Labs	0	0	0
5. Data System Analyst/Developer	0	0	0
6. Electronic/Info Tech Coordinator	0	0	0
FY 2016 Total	33,961,000	600,000	34,561,000
Chg from FY 2015 Orig Approp	982,500	0	982,500
% Chg from FY 2015 Orig Approp.	3.0%	0.0%	2.9%

Statement of Purpose / Fiscal Note **H0304**

Contact:

Paul Headlee
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LEGISLATURE OF THE STATE OF IDAHO
Sixty-third Legislature First Regular Session - 2015

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 304

BY APPROPRIATIONS COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR 2016; EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIMITATIONS; PROVIDING LEGISLATIVE INTENT RELATING TO SYSTEM-WIDE EXPENDITURES; AND PROVIDING LEGISLATIVE INTENT FOR REPORTING RELATED TO THE COMPLETE COLLEGE IDAHO INITIATIVE.

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

SECTION 1. There is hereby appropriated to the State Board of Education for Community Colleges, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2015, through June 30, 2016:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	TOTAL
I. COLLEGE OF SOUTHERN IDAHO:				
FROM:				
General Fund	$10,141,100	$1,769,700	$607,400	$12,518,200
Community College Fund	155,100	26,900	18,000	200,000
TOTAL	$10,296,200	$1,796,600	$625,400	$12,718,200
II. COLLEGE OF WESTERN IDAHO:				
FROM:				
General Fund	$6,843,200	$3,957,500	$6,300	$10,807,000
Community College Fund	0	200,000	0	200,000
TOTAL	$6,843,200	$4,157,500	$6,300	$11,007,000

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	TOTAL
III. NORTH IDAHO COLLEGE:				
FROM:				
General Fund	$9,707,100	$922,700	$6,000	$10,635,800
Community College Fund	122,200	52,800	25,000	200,000
TOTAL	$9,829,300	$975,500	$31,000	$10,835,800
GRAND TOTAL	$26,968,700	$6,929,600	$662,700	$34,561,000

SECTION 2. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. For fiscal year 2016, the State Board of Education for Community Colleges is hereby exempted from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period July 1, 2015, through June 30, 2016. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 3. LEGISLATIVE INTENT. It is the intent of the Legislature that of the amount appropriated from the General Fund in Section 1 of this act, an amount not to exceed $70,000 may be expended by the Office of the State Board of Education for system-wide needs including, but not limited to, projects to promote accountability and information transfer throughout the higher education system.

SECTION 4. LEGISLATIVE INTENT. It is the intent of the Legislature that for the $1,227,400 appropriated from the General Fund in Section 1 of this act for the Complete College Idaho initiative, the State Board of Education shall report to the Joint Finance-Appropriations Committee, the Senate Education Committee and the House Education Committee on the implementation and effectiveness of the individual institution's efforts. The board may use the measures of effectiveness as submitted by the institutions in their fiscal year 2016 budget requests or develop other measures as necessary. Reporting to the Legislature should occur no later than February 1, 2016.

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

SUBJECT

Allocation of the State Division of Professional-Technical Education (PTE) Appropriation.

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill 1151 (2015)

BACKGROUND

The Idaho Legislature appropriates funds for Professional-Technical Education to the PTE in five designated programs: State Leadership and Technical Assistance, General Programs, Postsecondary Programs, Dedicated Programs, and Related Services. The Division of Professional-Technical Education requests approval of the allocation of the FY2016 appropriated funds detailed in Attachment 1.

DISCUSSION

The allocation is based on the increased level of funding in S1151 and the provisions of the State Plan for Professional-Technical Education. The state General Fund reflects an overall increase of 5.9% from the original FY2015 appropriation. The Legislature funded a 3% change in employee compensation; employee benefit increases; maintenance level increases in the statewide cost allocation for PTE and Eastern Idaho Technical College (EITC); 20% increases for professional-technical school added cost support units for all secondary programs (except the Agricultural Science and Technology programs which received increased funding in FY2015); $325,000 one-time general funds for the Agriculture and Natural Resource Education Program Start Up Grants Program; and one-time funds for replacement operating expenses and capital outlay at the Division of Professional-Technical Education and the six technical colleges. The Legislature also funded an ongoing increase for secondary added cost programs; ongoing funds for three (3) FTP and operating expenses at the technical colleges to start new Advanced Manufacturing Programs; and one-time funds for capital outlay for the new Advanced Manufacturing Programs. Federal spending authority of $505,700 was also provided for the Workforce Investment Act sub-grant from the Idaho Department of Labor to provide resources to complete the SkillStack certification effort.

IMPACT

Establish FY2016 operating budget.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the allocation of the FY 2016 appropriation for PTE as detailed in Attachment 1.

BOARD ACTION

I move to approve the request from the Division of Professional-Technical Education for the FY 2016 appropriation allocation as detailed in (Attachment 1).

Moved by _______________ Seconded by ____________ Yes ____ No _____

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION
Allocation of State Division of Professional-Technical Education
FY 2016 Appropriation

	FY15 Allocation	FY16 Allocation
Program 01 (State Leadership and Technical Assistance)		
By Standard Class:		
Personnel Costs	$ 1,966,800	$ 2,016,600
Operating Expenses	533,400	334,000
Capital Outlay	13,700	14,400
Totals	$ 2,513,900	$ 2,365,000
By Source of Revenue:		
General Funds	$ 1,954,300	$ 2,010,900
One-time General Funds	226,800	14,400
Federal Funds	330,500	339,700
One-time Federal Funds	2,300	-
Totals	$ 2,513,900	$ 2,365,000
Program 02 (General Programs)		
By Major Program Area:		
Secondary Formula	$ 9,968,149	$ 10,977,549
Postsecondary Federal Formula	-	1,747,300
Professional-Technical School Added Cost	3,100,300	4,593,900
General Programs Leadership	220,700	-
Special Programs		
Federal Leadership	637,698	642,198
Advanced Learning Partnership	536,993	536,993
Workforce Incentive	-	505,700
Adult/Retraining	771,442	530,900
Support and Improvement Services	1,050,918	1,050,960
Totals	$ 16,286,200	$ 20,585,500
By Source of Revenue		
General Funds	$ 11,770,900	$ 13,814,400
One-time General Funds	1,700	-
Federal Funds	4,444,200	6,197,600
One-time Federal Funds	1,600	505,700
Dedicated Funds	67,800	67,800
Totals	$ 16,286,200	$ 20,585,500
Program 03 (Postsecondary Programs)		
By Technical College:		
College of Southern Idaho	$ 6,132,904	$ 6,162,975
College of Western Idaho	7,190,154	7,264,123
Eastern Idaho Technical College	6,473,431	6,956,596
Idaho State University	10,397,898	10,375,316
Lewis-Clark State College	4,124,917	4,258,256
North Idaho College	4,308,696	4,521,834
Totals	$ 38,628,000	$ 39,539,100
By Source of Revenue:		
General Funds	$ 36,311,200	$ 38,293,300
One-time General Funds	1,836,800	765,800
Unrestricted Funds	480,000	480,000
Totals	$ 38,628,000	$ 39,539,100

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION
Allocation of State Division of Professional-Technical Education
FY 2016 Appropriation

	FY15 Allocation	FY16 Allocation
Program 04 (Dedicated Programs)		
By Major Program:		
Postsecondary Formula	$ 1,747,300	$ -
Agriculture and Natural Resources	-	650,000
Displaced Homemaker Program	170,000	170,000
Totals	$ 1,917,300	$ 820,000
By Source of Revenue:		
General Funds	$ -	$ 325,000
Federal Funds	1,747,300	-
Dedicated Funds	170,000	495,000
Totals	$ 1,917,300	$ 820,000
Program 05 (Related Services)		
By Standard Class:		
Personnel Costs	$ 398,700	$ 409,300
Operating Expenses	195,000	195,000
Trustee Payments	3,014,900	3,014,900
Totals	$ 3,608,600	$ 3,619,200
By Source of Revenue:		
General Funds	$ 976,200	$ 980,800
One-time General Funds	1,100	0
Federal Funds	2,237,900	2,239,800
One-time Federal Funds	400	0
Dedicated Funds	140,000	258,600
Miscellaneous Revenue	251,200	140,000
One-time Miscellaneous Revenue	1,800	0
Totals	$ 3,608,600	$ 3,619,200
By Source of Revenue:		
General Funds	$ 51,012,600	$ 55,424,400
One-time General Funds	2,066,400	780,200
Federal Funds	8,759,900	8,777,100
One-time Federal Funds	4,300	505,700
Dedicated Funds	377,800	821,400
Unrestricted Funds	480,000	480,000
Miscellaneous Revenue	251,200	140,000
One-time Miscellaneous Revenue	1,800	0
Totals	$ 62,954,000	$ 66,928,800

STATEMENT OF PURPOSE

RS23843

This is the FY 2016 appropriation to the Division of Professional-Technical Education in the amount of $66,928,800. This appropriation provides for the increased cost of benefits, replacement items, and an increase for statewide cost allocation. The budget provides for an ongoing 3% merit-based increase in employee compensation for permanent employees to be distributed at the discretion of agency heads. Additionally, it provides a nondiscretionary statutory adjustment for enrollment workload increases. Finally, this budget includes six line items. Line item 2 provides $1,009,400 to increase the agency's secondary schools added-cost unit values by 20% for all PTE's secondary program, with the exception of the Agricultural Science and Technology Program and the Agricultural Science/Mechanics Program. Line item 3 provides $1,002,700 for the advanced manufacturing initiative at the six technical colleges. Line item 4 provides funding for the Idaho Quality Program Standards Incentive Grants Program and the Agricultural and Natural Resource Education Program Start-Up Grants Program. Line 5 provides federal spending authority for the Workforce Investment Act sub-grant to complete SkillStack certification efforts and address integrated retention and completion projects for adult basic education. Line 6 authorizes an additional 6.37 FTP and transfers $102,600 from operating expenditures to personnel costs for a net impact of zero. Overall, this budget is a 6.3% increase above the FY 2015 appropriation.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2015 Original Appropriation	514.09	53,079,000	1,110,800	8,764,200	62,954,000
Reappropriation	0.00	0	353,600	910,900	1,264,500
FY 2015 Total Appropriation	514.09	53,079,000	1,464,400	9,675,100	64,218,500
Noncognizable Funds and Transfers	6.37	0	0	0	0
Expenditure Adjustments	0.00	0	(353,600)	0	(353,600)
FY 2015 Estimated Expenditures	520.46	53,079,000	1,110,800	9,675,100	63,864,900
Removal of One-Time Expenditures	0.00	(2,066,400)	(1,800)	(915,200)	(2,983,400)
Base Adjustments	(6.37)	0	0	0	0
FY 2016 Base	514.09	51,012,600	1,109,000	8,759,900	60,881,500
Benefit Costs	0.00	302,400	2,000	4,600	309,000
Replacement Items	0.00	184,200	0	0	184,200
Statewide Cost Allocation	0.00	2,600	0	0	2,600
Change in Employee Compensation	0.00	872,100	5,400	12,600	890,100
Nondiscretionary Adjustments	0.00	1,493,600	0	0	1,493,600
FY 2016 Program Maintenance	514.09	53,867,500	1,116,400	8,777,100	63,761,000
1. EITC Data Management System	0.00	0	0	0	0
2. Secondary Added Cost Funding	0.00	1,009,400	0	0	1,009,400
3. Advanced Manufacturing Initiative	3.00	1,002,700	0	0	1,002,700
4. Ag. and Natural Resources Education	0.00	325,000	325,000	0	650,000
5. Workforce Investment Act Grant	0.00	0	0	505,700	505,700
6. Adding Personnel	6.37	0	0	0	0

Statement of Purpose / Fiscal Note **S1151**

FY 2016 Total	523.46	56,204,600	1,441,400	9,282,800	66,928,800
Chg from FY 2015 Orig Approp	9.37	3,125,600	330,600	518,600	3,974,800
% Chg from FY 2015 Orig Approp.	1.8%	5.9%	29.8%	5.9%	6.3%

Contact:

Paul Headlee
Budget and Policy Analysis
(208) 334-4746

LEGISLATURE OF THE STATE OF IDAHO

Sixty-third Legislature First Regular Session - 2015

IN THE SENATE

SENATE BILL NO. 1151

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION FOR FISCAL YEAR 2016; EXEMPTING APPROPRIATION OBJECT TRANSFER LIMITATIONS FOR THE POSTSECONDARY PROGRAM; AND PROVIDING NON-GENERAL FUND REAPPROPRIATION FOR FISCAL YEAR 2015.

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

SECTION 1. There is hereby appropriated to the Division of Professional-Technical Education, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2015, through June 30, 2016:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. STATE LEADERSHIP & TECHNICAL ASSISTANCE:					
FROM:					
General Fund	$1,737,100	$273,800	$14,400		$2,025,300
Federal Grant Fund	279,500	60,200	0		339,700
TOTAL	$2,016,600	$334,000	$14,400		$2,365,000
II. GENERAL PROGRAMS:					
FROM:					
General Fund				$13,814,400	$13,814,400
Hazardous Materials/Waste Enforcement Fund				67,800	67,800
Federal Grant Fund	$183,100	$14,800		6,505,400	6,703,300
TOTAL	$183,100	$14,800		$20,387,600	$20,585,500

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
III. POSTSECONDARY PROGRAMS:					
FROM:					
General Fund	$35,134,100	$2,918,700	$765,800	$240,500	$39,059,100
Unrestricted Fund	0	480,000	0	0	480,000
TOTAL	$35,134,100	$3,398,700	$765,800	$240,500	$39,539,100
IV. DEDICATED PROGRAMS:					
FROM:					
General Fund				$325,000	$325,000
Displaced Homemaker Fund				170,000	170,000
Quality Program Standard Incentive Grant Fund				200,000	200,000
Agriculture and Natural Resource Education Program Start-Up Fund				125,000	125,000
TOTAL				$820,000	$820,000
V. RELATED SERVICES:					
FROM:					
General Fund	$134,200	$5,700		$840,900	$980,800
Miscellaneous Revenue Fund	227,100	31,500			258,600
Seminars and Publications Fund		140,000			140,000
Federal Grant Fund	48,000	17,800		2,174,000	2,239,800
TOTAL	$409,300	$195,000		$3,014,900	$3,619,200
GRAND TOTAL	$37,743,100	$3,942,500	$780,200	$24,463,000	$66,928,800

SECTION 2. EXEMPTIONS FROM OBJECT TRANSFER LIMITATIONS. For fiscal year 2016, the Division of Professional-Technical Education, Postsecondary

Program, is hereby exempted from the provisions of Section 67-3511(1) and (3), Idaho Code, allowing unlimited transfers between object codes, for all moneys appropriated to it for the period July 1, 2015, through June 30, 2016. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 3. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the Division of Professional-Technical Education, any unexpended and unencumbered balances of moneys categorized as dedicated funds and federal funds as appropriated for fiscal year 2015, to be used for nonrecurring expenditures, for the period July 1, 2015, through June 30, 2016.

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SUBJECT

FY 2017 Budget Development Process (Line Items)

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Board-approved budget requests for FY 2017 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 1, 2015. To meet this deadline, the Board has established a process for developing institutional requests. The first step is the establishment of line item request guidelines at the April Board meeting. The institutions then use these guidelines to develop line item requests which are evaluated by the Board at its June meeting. The final budget request including line items and maintenance of current operations items is then approved in August. As indicated, budget requests are developed in two parts as directed by the DFM/LSO Budget Development Manual: maintenance of current operations (MCO) items and line items.

MCO requests are calculated using state budget guidelines and Board policy. The Board’s budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

A MCO request includes funding for Change in Employee Compensation (CEC), health insurance cost increases, inflationary increases for operating expenses (including utilities), and central state agency cost areas (Treasurer, Controller, etc.). These items are calculated using rates established by DFM. Other MCO items include replacement capital (i.e. equipment), and external non-discretionary adjustments such as enrollment workload adjustment (EWA) and health education contract adjustments. Although replacement capital is calculated from a capital outlay base, institutions may request for one-time replacement capital in General Funds based on the B-7 Replacement Capital form.

An MCO budget is considered the minimum to maintain operations while line items are funded for new or expanded programs, occupancy costs, and other initiatives deemed important by the Board, institution/agency, Legislature or Governor.

The capital building budget request is a separate process which flows through the Permanent Building Fund Advisory Council with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major capital projects and major maintenance projects through that process.

STAFF COMMENTS AND RECOMMENDATIONS

At the March 31st meeting of the Business Affairs and Human Resources (BAHR) Committee, the committee discussed FY17 budget line item categories with the institutions' vice presidents for finance and the budget directors. The Presidents Council met on April 7th and also had line item categories on their agenda. Historically, the Board has approved line items categories at two levels: system-wide and at the institution-specific level.

BOARD ACTION

I move to direct the college and universities to develop Fiscal Year 2017 budget line items that target the implementation of the Board's strategic plan. Institutions may request up to five line items in priority order, the total value of which shall not exceed 10% of an institution's FY2016 total General Fund appropriation. Any request for occupancy costs will not count towards the five line items.

Moved by___________ Seconded by______________ Carried Yes____ No____

BOISE STATE UNIVERSITY

SUBJECT

2015 Campus Master Plan Update

REFERENCE

March 1997	Boise State University (BSU) 1997 Campus Master Plan was presented to the Idaho State Board of Education (Board)
October 2005	BSU 2005 Campus Master Plan Update was presented to the Board
February 2008	BSU Expansion of Boundaries was presented to the Board

BACKGROUND/DISCUSSION

The current campus master plan was originally created in 1997 and was updated in 2005 and 2008. In 2012, BSU introduced a new strategic plan, Focus on Effectiveness. In 2013, BSU determined an update to the master plan was needed to complement the new strategic plan to inform appropriate University development in a new expansion area (bounded by University Drive to the North, Boise Avenue to the South, Capitol Boulevard to the West and Lincoln Avenue to the East), to update other campus development in response to the expanded planning area, and to accommodate housing and facilities to provide students with a richer on-campus living and student life experience. Ayers Saint Gross (ASG) from Tempe, Arizona was selected through a qualification-based selection process and was retained for the 2015 Master Plan Update.

Many of the principles embodied in the new master plan update were established in the 2005/2008 updates and are reflected in the current plan. The most notable differences between the existing plan and proposed update are the inclusion of a new expansion area as defined above, the relocation of a portion of University Drive between Chrisway Drive and Lincoln Avenue, the creation of a new mall to allow for development of academic and administrative functions south of the existing main portion of campus, and the creation of a major pedestrian link between the campus main quad academic buildings and the academic and research buildings located south of University Drive. In addition, housing has been added to the new expansion area to allow for additional academic, recreation and athletics facilities in the south campus area.

The master planning effort was guided by a large steering committee comprised of University representatives as well as representatives from the City of Boise, Ada County Highway District (ACHD) and Valley Regional Transit (VRT). A smaller executive committee was designated to provide leadership and decision-making. Input for the plan was solicited from these two committees, various campus stakeholders, university students, faculty and staff, the Boise City Planning Department, Boise City Council members, ACHD, and residents of the surrounding communities. ASG and university officials made several presentations of the draft update campus master plan to the university community (students, faculty and staff) and to nearby neighborhood residents throughout the planning process to solicit their input and responses to the campus master plan.

After Board approval, the plan will be made available to the public via BSU's website and other publications. University staff will make a formal request to the Boise City Council to integrate this campus master plan update into the City's Comprehensive plan.

IMPACT

This updated master plan will serve as the framework and guidelines for the development of the Boise State University Campus through 2025 and beyond. This plan will guide future property acquisitions, the function and location of new facilities, expansion of existing facilities and will inform utility and infrastructure projects.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Master plan documents and a presentation will be provided to the Board at the April meeting. Campus Master Plan materials, including community and steering committee documents, can be found at: http://operations.boisestate.edu/campus-masterplan-2014/ . Over the past couple months the Board Office has received several comments from the public voicing opposition to any contemplated closure of University Avenue as part of BSU's master plan.

The Board did not direct BSU to update its master plan, nor does Board policy require Board approval of campus master plans. Staff observes, however, that Board review and approval of campus master plans is a best practice; so staff recommends that Board policy be amended to require institutional master plans (including expansion zones if applicable) be approved by the Board. Based on a recent survey of institutions, BSU is the only institution to have brought its campus master plan to the Board for approval within at least the last ten years.

Board approval of a campus master plan does not constitute authority nor permission, either expressed or implied, to proceed with any real property acquisition, planning and design, or facility construction. Board policies V.I and V.K. (which includes Board approval of six year capital construction plans) must be complied with in order to implement the projects contemplated in a master plan. Historically, changes in an institution's expansion zone(s) have been approved as part of the campus master plan approval. Should the Board approve BSU's new campus master plan, the Board will want to clearly identify what all is included as part of the approval.

BOARD ACTION

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

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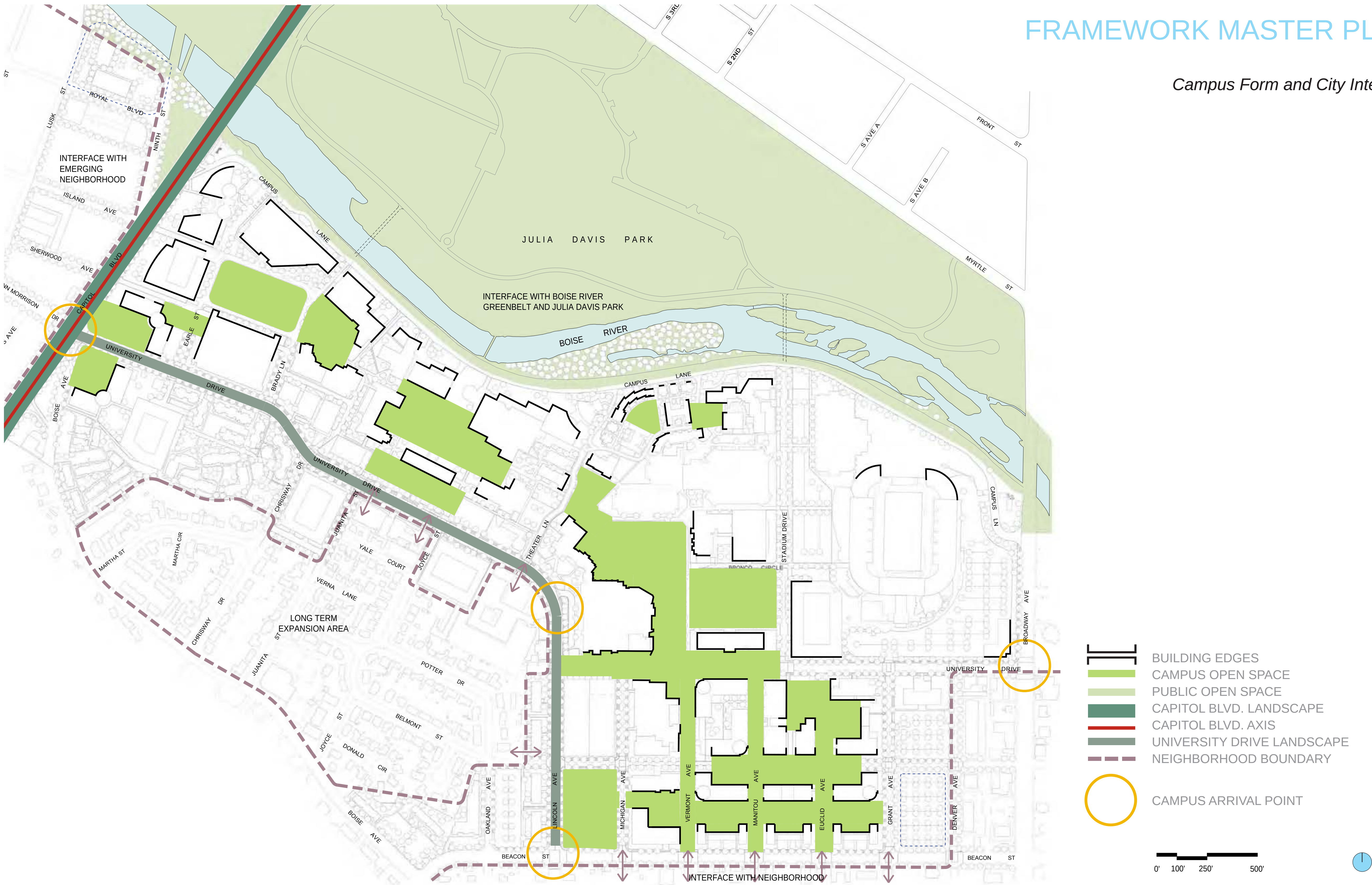
FRAMEWORK MASTER PLAN

Campus Form and City Interface



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IDAHO STATE UNIVERSITY

SUBJECT

Approval of Expansion of Bengal Pharmacy's Telepharmacy Services

REFERENCE

February 2013	Implementation of the Bengal Pharmacy, a limited liability company, was presented to the Idaho State Board of Education (Board) as an information item; referred to BAHR committee for review.
April 2013	Board approved ISU's request for implementation of the Bengal Pharmacy, a limited liability company, and establish a maximum of two pharmacies and report progress to the Board after the first year of operation.
June 2014	Annual Report of the Bengal Pharmacy reported to the Board.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.E.2. (Gifts and Affiliated Foundations) and I.J.1.a. (Use of Institutional Facilities and Services with Regard to the Private Sector)

BACKGROUND/DISCUSSION

After approval by the Board in April 2013, the Idaho State University Foundation (ISU Foundation) created Bengal Pharmacy with the intent of enhancing the student educational experience, College of Pharmacy faculty research opportunities, revenue generation, and to provide needed service to the community. All of these goals have been met.

Bengal Pharmacy, located on the Pocatello campus, provides community pharmacy services to faculty, staff, and students as well as the wider local community. In June of 2014, Bengal Pharmacy collaborated with Lost Rivers Medical Center to open a remote dispensing site (telepharmacy) in Arco, Idaho. Arco had lost its only community pharmacy and Bengal Pharmacy partnered with the hospital and others to re-establish this valuable service. Without the telepharmacy services, the next-nearest pharmacy would have been a 120 mile round trip to Blackfoot.

The development of Bengal Pharmacy's telepharmacy program required close collaboration with the Idaho Board of Pharmacy. Telepharmacies are only allowed in communities without any other pharmacy services; to date, the Board of Pharmacy has only approved telepharmacy sites greater than 15-20 miles from the next nearest pharmacy. Under this model, the telepharmacy in Arco is staffed with certified pharmacy technicians, but the supervising pharmacist is located in Pocatello at the Bengal Pharmacy site on campus. Telepharmacy represents a viable economic model for delivering pharmacy services to multiple small communities that would not otherwise support a prescription volume adequate to sustain an actual brick and mortar pharmacy staffed with a pharmacist. This system serves as an important model for students to learn about pharmacy delivery and business practices in remote locations. In addition, College of Pharmacy faculty members are working on several grants to support research on telepharmacy services. From a business perspective the operation is profitable.

When originally approved by the Board, Bengal Pharmacy was limited to two physical pharmacies. The entire Bengal Pharmacy program operates under a single tax identification number. Although, the remote dispensing sites (telepharmacies) are not technically pharmacies per Board of Pharmacy rule, we want to provide the Board with clarity around the development of this program.

Representatives from several communities have approached Bengal Pharmacy to develop additional telepharmacy sites. These communities are lacking or at risk of losing pharmacy services. Communities indicating a desire for telepharmacy services include Challis and Council. These towns are at least 100 miles round trip to the nearest pharmacy. Challis has the most acute need for assistance. On February 6, 2015, the only practicing pharmacist in Challis abruptly left town leaving Village Square Pharmacy without a pharmacist. Bengal Pharmacy was contacted and has sent a temporary relief pharmacist to Challis to assist Village Square Pharmacy. However, this model is not sustainable from an economic perspective; the modest prescription volume in Challis is not adequate to support a full-time pharmacist and the Village Square Pharmacy operation was losing money. The Challis Area Health Center is committed to partnering with Bengal Pharmacy to bring telepharmacy services to that location.

The ISU Foundation, Bengal Pharmacy, and the College of Pharmacy believe the telepharmacy model that has been developed is advantageous to both the institutions and to the communities served.

Bengal Pharmacy does not intend to expand beyond the Board approved limit of two brick and mortar pharmacies, but we do expect that telepharmacy opportunities will continue to grow. Bengal Pharmacy is requesting Board approval to expand the telepharmacy operation as opportunities present themselves without coming before the Board for approval each time a site is added. Bengal Pharmacy is pleased to provide the Board with periodic updates about the program.

IMPACT

The Bengal Pharmacy telepharmacy model provides needed educational and research opportunities to the College of Pharmacy. In addition, it delivers an invaluable service to rural Idaho communities. Additional staff will be hired to run the program as it expands. The program will not require any financial resources from the State, as it is self-sufficient and profitable. Growth of telepharmacy services is expected to enhance profitability and expand the educational and research opportunities within the College of Pharmacy. No expansion will occur in communities with existing pharmacy services.

The estimated cost to purchase current inventory and prescription files, and an annual lease for pharmacy space is $150,000. The source of funds for this transaction would be from the Wallace Spendable Account. This Account is a fully unrestricted gift fund, expenditures from which are at the discretion of the dean of the College of Pharmacy. The fund balance is currently over $1 million.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

Agenda consideration before 2:00 pm (PT) is requested.

This is a request by ISU to offer telepharmacy services in Challis. The lone retail pharmacy in this community recently lost its pharmacist, putting the residents of Challis and its health clinic in the untenable position of having no pharmaceutical services. Last summer ISU Bengal Pharmacy stood up a successful telepharmacy model in Arco, and the intent is to largely replicate that model in Challis. Based on the most conservative assumptions, the business plan suggests that the cost efficiencies achieved with this model should enable the Bengal Pharmacy as a whole to maintain a positive net cash position. Board Policy I.J.A.a. provides that an institution's provision of services and facilities should be related to the mission of the institution, and educationally related, and "not directly competitive with services and facilities reasonably available from the private sector. … In addition, the Board recognizes that the institutions have a role in assisting community and economic development in a manner that supports the activities of the private sector." The Challis site would not be directly competitive with services and facilities reasonably available from the private sector, and provides students with a valuable educational experience. Staff recommends approval.

ISU also requests autonomy to develop future telepharmacy sites where the location and need are well suited to this model without obtaining Board approval. The State Board of Pharmacy has adopted administrative rules which govern the siting of telepharmacy services (see Attachment 2). This will be a policy decision for the Board. The Board may also want to consider whether the source of funds for future telepharmacy sites, if any, is a matter of import to the Board. In other words, would the Board view development of future telepharmacy sites differently if the start-up funds were appropriated funds (i.e. state General Funds or tuition & fees) as opposed to institutional or foundation funds?

BOARD ACTION

I move to approve the request by Idaho State University and the Idaho State University Foundation to establish a Bengal Pharmacy telepharmacy site in Challis, including the purchase of current inventory and prescription files, and an annual lease for pharmacy space, as described in the materials submitted to the Board.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

AND

I move to grant autonomy to Bengal Pharmacy to expand the telepharmacy program in accordance with State Board of Pharmacy rules and oversight; provided that the Bengal Pharmacy and its telepharmacy sites maintain financial self-sufficiency at all times and that no telepharmacy sites may be established in communities with existing retail pharmacy services.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

Bengal Pharmacy - Challis Business Plan

KEY POINTS

1. The owners of Village Square Pharmacy in Challis do not consider their traditional community pharmacy to be economically viable and have offered the sale of their pharmacy to Bengal Pharmacy.
2. According to data provided by the owners, prescription volumes at Village Square Pharmacy average about 50-70 per day. Pharmacy records indicate an average of 90-100 prescriptions per day over the past two years.
3. The Challis Area Health Center is a willing partner in developing on-site tele-pharmacy services. This includes bringing utilities to the site, high-speed internet, and rent-free use of the ground to place the pharmacy facility.
4. A capital outlay of approximately $150,000 from the Wallace Spendable Account is necessary to establish the tele-pharmacy site in Challis and includes the purchase price of the pharmacy and inventory is $75,000. Valuation estimates of the existing pharmacy range between $141,000 and $224,000 based on 70 prescriptions per day.
5. The addition of Challis prescriptions to the current prescription volumes in Pocatello and Arco is economically viable at an estimated low volume of Challis prescription numbers. The addition of the Challis pharmacy significantly enhances the profitability of the entire operation of Bengal Pharmacy and offers a double-digit percent return on investment and pay-back of the Wallace fund in 5 years.

EXECUTIVE SUMMARY

Village Square Pharmacy is the only pharmacy in Challis, Idaho. Due to concerns of financial viability, the owners want to close the pharmacy. This will leave Custer County without local pharmacy services (nearest pharmacy is a 120 mile round trip to Salmon). This large geographic area has a population of over 4,300 people, is socioeconomically disadvantaged, has a large population of elderly residents, and has very limited access to health care services. After hearing of the success of Bengal Pharmacy at Lost Rivers, the owners of Village Square Pharmacy inquired with the ISU College of Pharmacy as to whether tele-pharmacy was a viable option in Challis. On October 22, 2014, the Idaho Board of Pharmacy extended the existing variance granted for tele-pharmacy services at Lost Rivers to the Challis site.

The existing Challis Area Health Center is too small to accommodate the pharmacy within its walls. Upon consultation with the North Custer Hospital District Board and Challis Area Health Center Board the option to locate the pharmacy on land adjacent to the Medical Clinic and within the Hospital District boundaries was considered the best option for a tele-pharmacy. The Idaho Board of Pharmacy approved this plan.

There are several important issues related to pharmacy service delivery in the Challis area:

- The development of rural tele-pharmacy services in Challis eliminates the need for patients to travel 120+ miles round trip to fill prescriptions in Salmon, Arco, or Idaho Falls;
- The loss of pharmacy access in this area would have significant consequences to potential 340b revenue streams that would help fund the proposed Challis Health Center (FQHC). This revenue, through pharmacy programs, enhances the economic viability of healthcare services in Challis;
- Other rural Idaho communities that have lost their pharmacies have experienced significant decreases in quality of life, increases in health care costs, and loss of a community economic engine;
- The tele-pharmacy model retains the role of the pharmacist as the central provider of rural pharmacy services.

The projected financial figures for the Challis expansion suggest that the incorporation this new site into Bengal Pharmacy would create a synergistic effect and improve the overall profitability of Bengal Pharmacy as a whole.

A NEED FOR TELEPHARMACY

The model for maintaining rural access to pharmacy services in Arco is being carefully developed and implemented. This model in Arco attempts to address the geographic difficulties of delivering pharmacy services, ensure the role of the pharmacist, be financially viable, and provide a secure, legal, and safe remote dispensing option for rural Idaho.

Challis, like Arco, is in a difficult position and desperately needs the availability of pharmacy services. Challis is severely limited in access to primary health care services and the entire county is listed by the Health Resources and Services Administration (HRSA) as a Medically Underserved Area (MUA) and a Health Professional Shortage Area (HPSA).

Numerous citizens, businesses and patients will be adversely affected by the closure of Village Square Pharmacy and the loss of pharmacy services in Custer County. The citizens of Custer County and the North Custer Hospital District and the Challis Area Health Clinic will be favorably impacted by the development of a tele-pharmacy. The Challis Area Health Clinic is currently a certified Rural Health Clinic (RHC), but has submitted their application to become a Federally Qualified Health Center (FQHC). As an FQHC the Health Center would be eligible to participate in the 340B drug program, increasing access to medications for the residents of Custer County. Additionally, the 340B program has the potential to provide an infusion of needed funds to the health efforts in Custer County.

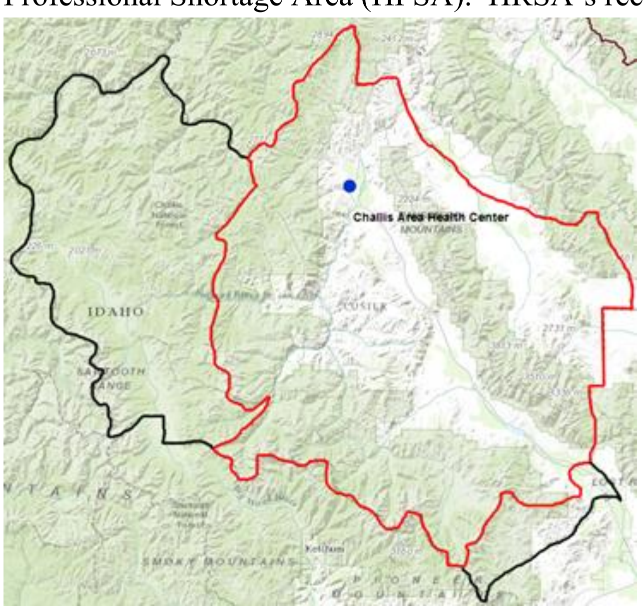
In 1998 Challis established a "North Custer Hospital District" a medical campus where the majority of health care services are located. This campus site houses the Challis Area Health Clinic. The existing Challis Area Health Clinic is too small to accommodate the pharmacy within its walls. The approved waiver allows Bengal Pharmacy to establish a tele-pharmacy on land adjacent to the Challis Area Health Clinic and within the North Custer Hospital District campus.

The location of the pharmacy was determined for several reasons. The helipad prevented the pharmacy from being located closer to the building out of fears of roof damage from the suction created by the helicopters rotors. The south side of the property is currently set-up to accommodate visiting medical services such as mobile mammography. The best location was determined to be in the site shown. This site is part of the medical campus of the Hospital District. A modular building was discussed for rapid deployment of the pharmacy. The responsibility for the pharmacy building will reside with the Hospital District. Bengal Pharmacy will pay a rental fee which is targeted to include payment for property tax, utilities and maintenance. While the exact size of the pharmacy is unknown, the estimated rental rate will be calculated at $20.00 per square foot per year and the square footage of the pharmacy is estimated to be 1,100 sq. ft. The estimated rental fee is $18,833 per year.

The establishment of the pharmacy on the Hospital District Campus provides a furthering of the Challis intent to enhance their Hospital District, ensures the tighter alignment of medical providers in one site, and allows for participation in 340B.

FEDERAL DESIGNATIONS

There are three federal designations that indicate medically underserved areas. These include a Medically Underserved Population (MUP), a Medically Underserved Area (MUA), and a Health Professional Shortage Area (HPSA). HRSA's records indicates the entire area of Custer County is designated a MUA and a HPSA.



There are three types of HPSA designations, each with its own designation requirements: geographic area, population groups, and facilities. Geographic areas must be a rational area for the delivery of primary medical care services and meet one of the following conditions: have a population to Primary Care Provider (PCP) ratio of at least 3,500:1; have a population to PCP ratio of less than 3,500:1, but greater than 3,000:1 and have unusually high needs for primary care services or insufficient capacity of existing primary care providers. The geographic area must also demonstrate that primary medical professionals in contiguous areas are over-utilized, excessively distant, or inaccessible to the population under consideration. The entire area of Custer County is designated a HPSA. The following graphic illustrates the boundaries of HPSA designation for Custer County and surrounding areas.

HRSA'S BARRIERS TO ACCESS
When HRSA scores the severity of need within a defined service area they first measures barriers to access of primary care services. This is considered to be the most significant.

Barriers to Primary Health Care Access	Service Area	NFA Score
1 Population to Primary Care Physician FTE Ratio	15,220:1	20/20
2. Percent of Population Uninsured	11.60%	0/20
3. Distance (miles) to nearest primary care provider accepting new Medicaid and uninsured patients	58.9 miles	20/20

NFA = "Need for Assistance"

Clearly, there is a shortage of primary care physicians in rural Idaho, in particular Custer County. As shown in the table above, Custer County's population to PCP ratio is 15,220 to one (1) FTE. The distance from Challis to Salmon, Idaho where Steele Memorial Medical Center Clinic is located, is 58.9 miles by road. This marks the distance to another primary care provider accepting new Medicaid and uninsured patients. Any distance over 48 miles receives a maximum barrier to access score. Challis scores a 44 out of 60 points possible.

SERVICE AREA POPULATION AND PRESCRIPTON VOLUME ESTIMATES
The population of proposed service area is 4,249. The proposed market area includes those communities closest to Challis within Custer County: Clayton, May, and Ellis. Their population totals are shown below.

	Targeted Market Population Statistics					
	Custer	Targeted Communities				Target
	County	Challis Zip	Clayton	May	Ellis	Population
Total Population	4,249	2,384	212	186	184	2,966

There are concerns about the economic viability of Challis due to possible downsizing at the Thompson Creek molybdenum mine. Between the 2000 and 2010 Census, Custer County reported the lowest positive growth in the state, at 0.6 percent. Here's how Challis' population (and Custer Co.) has been trending according to census data:

1970 - 784 (2,967)

1980 - 758 (3,385)
1990 - 1073 (4,133)
2000 - 909 (4,342)
2010 - 1081 (4,368)
2012 - 1083 (4,249)

Our sources in Challis indicated that about 75 employees currently work at the mine and that even with "closure" a small staff would still be present for quite some time. So, if 65 jobs are lost and the typical family size is 2.84 (according to census data) then we estimate a possible loss of 185 individuals (appx. 1/3 children and 2/3 adults) assuming they all leave town (new pop. 898, with no immigration). Prescription volume is driven by the elderly, however those aged 0-18 typically fill 3.4 Rx's per year and those 19-64 fill 12.7 on average. Assuming all of them are presently filling Rx's at Village Square Pharmacy, this change would represent a reduction of about 7 Rx's per day. The most aggressive model in the financial plan was based on 55 Rx's per day. At 50 Rx's per day, the model still offers a 9% return over 5 years. The other demographic trend to consider is that there is considerable annual recruitment of baby boomers into the over 65 category and these folks are typically using more prescriptions (26.8 Rx's annually on average). We anticipate that this recruitment may offset some of the losses observed with mine closure. Custer County has a large and growing population over 65.

We requested total prescription fill data from Village Square Pharmacy from 2013 and YTD 2014. These values were 24,539 (or 94.4 Rx's/d) and a projected 26,069 (100.3 Rx's/d) for 2014. Additionally, based on demographic analysis, we estimate that there are 145 Rx's/d in the communities with Challis, Clayton, May, Ellis zip codes. If these figures are assumed to be reasonable, the model with 55 Rx's/d is quite conservative. Arco, with similar demographics (2012 pop., 942), is presently supporting about 100 Rx's/d.

RURAL PHARMACY CLOSURES

From March 1, 2003, to December 1, 2013, there was a loss of 924 independently owned rural pharmacies in the United States. Four hundred ninety rural communities that had one or more retail pharmacy (including independent, chain, or franchise pharmacy) in March 2003 had no retail pharmacy in December 2013. Between May 2006 and December 2011, 296 rural communities lost their only retail pharmacy. During the same period, nine other rural communities with two retail pharmacies lost both of them. In this period four Idaho communities lost their only retail pharmacies.[1]

Residents in communities who have lost local pharmacy services most often turned to mail order to solve their prescription needs. Insurance is increasingly covering and favoring mail order through financial incentives. The communities affected adapted to losing their pharmacy, but residents reported a preference for a local pharmacy for easier access to pharmacy consultation and other clinical pharmacy services.[2] This mail order model of pharmacy services excludes the

[1] *Kaitlin Boyle, BS; Fred Ullrich, BA; Keith Mueller, PhD, "Update:* Independently Owned Pharmacy Closures in Rural America, 2003 – 2013" Brief No. 20147, June 2014, www.public-health.uiowa.edu/rupri

[2] *Kelli Todd, MPH; Katie Westfall, BA; Bill Doucette, PhD; Fred Ullrich, BA; Keith Mueller, PhD,*

role of the pharmacist, in providing patient education, medication management, and other services. Tele-pharmacy services are a viable option in areas that have lost their pharmacy.

Pharmacist involvement is essential. The model of remote dispensing tele-pharmacy service as implemented in Arco retains the active role of the pharmacist as the primary health care provider in the delivery of pharmacy services. This is done to achieve the highest standard of quality for delivering pharmacy services to rural communities and for the safety and welfare of the public. Exclusion of the pharmacist could potentially increase risks to the patient leading to a higher incidence of medication errors, side effects, excessive drug costs, and uncontrolled disease. We wish to extend this model to Challis.

Issue #1: Can tele-pharmacy provide equal protection of public health, safety, and welfare while improving rural community access, quality, utilization, equity, and health outcome?

The Challis community is attempting to improve health care access and quality through the development of a North Custer Hospital District. Using available dollars the community is attempting to aggregate their resources into one efficient campus. Access to care is already a problem in Custer County. The loss of pharmacy services would be one more troubling issue that patients must navigate in seeking services. As compared with not having a pharmacy, a tele-pharmacy improves Custer County access, quality, utilization, equity, and health outcome regarding pharmacy services and enhances availability of other services.

Issue #2: Can tele-pharmacy provide equal protection of public health, safety, and welfare while mitigating geographic issues of access?

Custer County is 4,937 square miles. This comes to less than one person per square mile. This land area is larger than Rhode Island and Delaware combined. The Washington-Wyoming-Alaska-Montana-Idaho (WWAMI) Rural Health Research Center describes frontier as a "subset of rural that has different health care delivery systems and other needs because frontier area are remote from large cities and towns. … This rural health concept can be objectively defined [as] … six or fewer persons per square mile for whole counties …."[3] Frontier areas are the most remote and geographically isolated areas in the United States. These areas are usually sparsely populated and often face extreme distances and travel time to services of any kind. The availability of tele-pharmacy services mitigates geographical issues of public health and safety by reducing travel distances; minimize winter travel and avoiding hazardous mountain passes.

Issue #3: Can Tele-pharmacy provide equal protection of public health, safety, and welfare while assisting in the preservation of the rural lifestyle and contributing to community economic viability?

Causes and Consequences of Rural Pharmacy Closures: A Multi-Case Study, RUPRI Center for Rural Health Policy Analysis *Rural Policy Brief,* Brief No. 2013-11, August 2013, www.public-health.uiowa.edu/rupri

[3] WWAMI Rural Health Research Center Data: Travel Distance and Time, Remote, Isolated, and Frontier, http://depts.washington.edu/uwruca/ruca-travel-dist.php

The configuration of health services within communities varies greatly. The North Custer Hospital District and the Challis Area Health Clinic serves as the health care "hub" or multi-service provider within this community. The sustaining of these entities is the last line of defense in maintaining access to a continuum of local health care services.

Custer County is a popular area for hiking, ATV, hunting, fishing and other outdoor recreational activities. These activities often require emergency services. The number of emergency management services (EMS) in relation to its population is disproportionately high. This need for EMS and a medical clinic that can provide some level of service is critical when one looks at the remoteness of this area.

Rural areas are often economically strained. They lack the economy of scale to provide a broad level of health care services. Care in Challis is limited to basic primary care and EMS. There is no hospital or emergency room. This community is seeking to maintain any and all medical services it can. The value of rural access to health care extends well beyond direct patient care. It also serves as a powerful economic driver.

In testimony to the U.S. Senate Committee on Appropriations, Mary Wakefield, PhD, RN, Administrator, HRSA, U.S. Department of Health and Human Services, cited these findings regarding the impact of rural hospitals:

- Healthcare accounts for 15% to 20% of all jobs in rural communities (both primary and secondary employment).
- The presence of one physician accounts for 8.4 jobs in the local economy.
- Health services and schools are the most important quality-of-life factors attracting businesses, new residents, and retirees.

Some of the economic drivers are more indirect, but no less important. For example, it is estimated that every healthcare dollar spent locally recycles through the community one and one - half times, according to Dr. Wakefield.

A community needs access to pharmacy services for many different reasons. Economic concerns are one of those. The lack of basic components of primary services will be a roadblock to new industry, retirement home owners, and recreation activities. The development of tele-pharmacy in Challis will help stabilize health care services while serving an underserved rural community.

EXISTING PHARMACY VALUATION

The value of a pharmacy must be considered on a case-by-case basis. There are many factors that can affect the value of a pharmacy that are not incorporated into valuation formulas. Such factors include (but are not limited too) the physical appearance, condition, and location of the pharmacy, competition in the market, economic trends within the community, the image of the pharmacy in the local community, inventory composition and condition, and cash flow of the pharmacy.

This pharmacy is located within the business structure of Village Square Market. The owners have a difficult time understanding the finances of the pharmacy as revenues are blended within overall Village Market revenues. When pressed for the number of prescriptions filled per day the common response has been 70 per day average with a range between 40 on a low day and 100 on a busy day. The pharmacy currently uses the Rx 30 pharmacy management system. The owners were asked to generate the report of total prescriptions done in calendar year 2013 and Year to Date in 2014. These values were 24,539 (or 94.4 Rx's/d) and a projected 26,069 (100.3 Rx's/d) for 2014. Because there is no accurate representation of the financial statements for the pharmacy valuation methods based upon gross revenue, inventory and number of prescriptions filled were calculated for volumes of 60, 70, 80, 90, and 100 prescriptions per day.

Valuation of Village Market Pharmacy using Sales, Inventory and Number of Prescriptions					
Avg # of Rx's Per Day	60	70	80	90	100
Percentage of Sales Plus Inventory Method	192,329	224,384	256,439	288,494	320,549
Percentage of Sales Method	154,907	172,391	189,876	207,360	224,845
$5 per prescription plus inventory	129,500	141,000	154,000	167,000	180,000
$10 per prescription	159,000	182,000	208,000	234,000	260,000
Summation of Valuations	635,796	719,845	808,395	896,944	985,494
Average Valuation	158,949	179,961	202,099	224,236	246,373

The discussed purchase price for Village Square Pharmacy is direct cost for Pharmacy Inventory and $75,000 for established business and associated assets of the pharmacy. The $75,000 would be carried on a five year note at 6% interest. This results in an annual payment of $17,804.83 per year for five years.

The Challis Area Health Center has agreed to provide a site for the pharmacy rent-free. In addition, they have agreed to bring utilities to the pharmacy site, including high-speed internet, sewer, and power. This will result in several thousand dollars savings in initial capital outlay. Finally, Challis Area Health Center has recently submitted a grant application to become a federally-designated Community Health Center. These facilities qualify for 340b drug pricing and we expect a lucrative contract, similar to Arco, for the Challis site. This contracting generally pays the pharmacy a much larger dispensing fee than is realized with other payers such as Medicaid or commercial insurance.

FINANCIAL FEASIBILITY

In the Table below the annual Idaho Prescription Drug statistics prepared by the Kaiser Family Foundation were compared against the listed targeted communities of Custer County Idaho.

Retail Prescription Drugs Filled at Pharmacies			
Location	**Ages 0-18**	**Ages 19-64**	**Ages 65+**
United States	**4.1**	**12.2**	**27.4**
Idaho	3.4	12.7	26.8
Montana	3.4	11.4	25.2
Utah	3.2	12.4	25.2
Wyoming	4.2	14.1	29.2

Prescription Volume Estimated for Targeted Population							
	Custer Co.	**Targeted Communities**				Target	Estimated
	County	Challis	Clayton	May	Ellis	Population	# of Rx's
Total Population	4,249	2,384	212	186	184	2,966	
Population Under 18	778	374	58	56	103	591	2,011
Population Ages 19 to 65	2,532	1,652	137	109	68	1,966	24,968
Population Over 65	939	358	17	21	13	409	10,952

This analysis would suggest that there are a potential of 37,930 annual prescriptions from these targeted communities. Assuming the Pharmacy was open 5 days a week this would be an estimate of just over 145 prescriptions per day.

As a stand-alone entity the pharmacy at Challis has not been viable. The owners of the pharmacy estimate that they do approximately 60 to 70 prescriptions per day, but computer reports from the pharmacy management system suggest the average number of prescription is much higher at between 90 to 100 prescriptions per day. It is estimated that 70 prescriptions per day is a reasonable conservative estimate of the number of prescriptions per day that will be realized. To determine the safety of this estimated projection a daily volume of 45 and 50 prescriptions per day in Challis were evaluated in the following financial statements. The projected pharmacy numbers of Bengal Pharmacy in Pocatello, Challis, and Arco were compared individually and then combined into one financial statement. The calculated net income before taxes, depreciation and amortization was used to estimate the cash flow of this project. The project was calculated assuming the pharmacy had only a five year life. The initial investment for Arco and Pocatello was $400,000, and adding Challis increased the initial investment to $600,000. No growth factor or inflation rate was used either to improve the numbers of prescriptions, price per prescription or expenses of the projections. Projections were calculated to understate the expected number of prescriptions to be filled. Expenses were overstated and a substantial reserve for unanticipated expenses was added.

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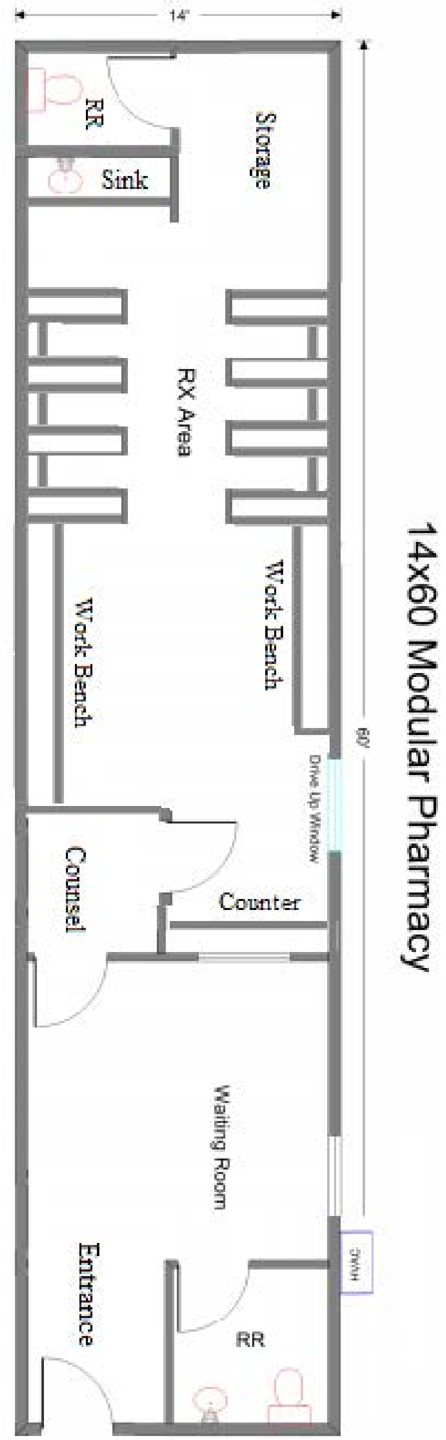
The following pages show the proposed layout of the pharmacy, the financial statements and the Net Present Value (NPV) calculations.

Proposed Modular Pharmacy for Challis, Idaho



Projected Financial Statement for Pocatello alone

Pocatello Student Pharmacy by Itself - Income Statement			
Pocatello Prescriptions Per Day	40	45	50
Prescriptions Per Day Average	40	45	50
Revenues	Year 1	Year 1	Year 1
Total Rx (Pocatello)	10,400	11,700	13,000
Total Prescriptions	10,400	11,700	13,000
TotaL Rx Sales($56.90 per prescription)	591,760	665,730	739,700
Total COGS ($42.50 per prescription)	442,000	497,250	552,500
Total Operating Income	149,760	168,480	187,200
Expenses:			
Pharmacist Salary FTE = .5 $50,000/yr	50,000	50,000	50,000
Pharmacist Technician Salary (1.5 FTE)	43,680	43,680	43,680
PR/Taxes/Benefits (20% of payroll)	18,736	18,736	18,736
Total P/R Expenses..................	112,416	112,416	112,416
Rent (triple net - 0 for first 5 Years)	11,123	11,401	11,686
Store Supplies/containers/labels (NCPA .004)	2,367	2,663	2,959
Advertising	3,000	3,000	3,000
Insurance (NCPA average)	2,500	2,500	2,500
Travel Costs	2,500	2,500	2,500
Computer/Security	18,000	18,000	18,000
All other expenses Estimated at $60,000	15,000	15,000	15,000
Total Other Operating Expenses	54,490	55,064	55,645
Total Expenses................	166,906	167,480	168,061
Net profit/loss (before taxes, Depreciation, and Amortization)	-17,146	1,000	19,139

Projected Financial Statement for Bengal Pharmacy with Arco tele-pharmacies combined

Pocatello, and Arco combined into one Income Statement			
Pocatello Prescriptions Per Day	40	45	50
Arco Prescriptions Per Day	100	100	100
Prescriptions Per Day Average	140	145	150
Revenues	Year 1	Year 1	Year 1
Total Rx (Pocatello)	10,400	11,700	13,000
Total Rx (Arco)	26,000	26,000	26,000
Total Prescriptions	36,400	37,700	39,000
TotaL Rx Sales($56.90 per prescription)	2,071,160	2,145,130	2,219,100
Total COGS ($42.50 per prescription)	1,547,000	1,602,250	1,657,500
Total Operating Income	524,160	542,880	561,600
Expenses:			
Pharmacist Salary FTE = 1 $100,000/yr	100,000	100,000	100,000
Pharmacist Technician Salary (4.5 FTE)	131,040	131,040	131,040
PR/Taxes/Benefits (20% of payroll)	46,208	46,208	46,208
Total P/R Expenses.................	277,248	277,248	277,248
Rent (triple net - 0 for first 5 Years)	11,123	11,401	11,686
Store Supplies/containers/labels (NCPA .004)	8,285	8,581	8,876
Advertising	6,000	6,000	6,000
Insurance (NCPA average)	3,500	3,500	3,500
Streeper Buy-out	36,637	36,637	36,637
Travel Costs	10,000	10,000	10,000
Computer/Security	30,000	30,000	30,000
All other expenses Estimated at $60,000	60,000	60,000	60,000
Total Other Operating Expenses	165,544	166,118	166,699
Total Expenses................	442,792	443,366	443,947
Net profit/loss (before taxes, Depreciation, and Amortization)	81,368	99,514	117,653

Projected Financial Statement for Pocatello, Arco and Challis combined with low Challis prescription projections.

Pocatello, Arco and Challis combined into one Income Statement			
Pocatello Prescriptions Per Day	40	45	50
Arco Prescriptions Per Day	100	100	100
Challis Prescriptions Per Day	45	50	55
Prescriptions Per Day Average	180	195	205
Revenues	Year 1	Year 1	Year 1
Total Rx (Pocatello)	10,400	11,700	13,000
Total Rx (Arco)	26,000	26,000	26,000
Total Rx (Challis)	10400	13000	15600
Total Prescriptions	46,800	50,700	54,600
TotaL Rx Sales($56.90 per prescription)	2,662,920	2,884,830	3,106,740
Total COGS ($42.50 per prescription)	1,989,000	2,154,750	2,320,500
Total Operating Income	673,920	730,080	786,240
Expenses:			
Pharmacist Salary FTE 1.50 $100,000/yr	150,000	150,000	150,000
Pharmacist Technician Salary (5.5 FTE)	160,160	160,160	160,160
PR/Taxes/Benefits (20% of payroll)	62,032	62,032	62,032
Total P/R Expenses.................	372,192	372,192	372,192
Rent and Utilities	18,333	18,333	18,333
Store Supplies/containers/labels (NCPA .004)	7,956	8,619	9,282
Advertising	8,000	8,000	8,000
Insurance (NCPA average)	4,000	4,000	4,000
Streeper Buy-out	36,637	36,637	36,637
Village Mart Buy-Out	17,804	17,804	17,804
Computer/Security	36,000	36,000	36,000
Travel Costs	15,000	15,000	15,000
All other expenses Estimated at $54,667	54,667	54,667	54,667
Total Other Operating Expenses	198,397	199,060	199,723
Total Expenses................	570,589	571,252	571,915
Net profit/loss (before taxes, Depreciation, and An	103,331	158,828	214,325

Projected Financial Statement for Pocatello, Arco and Challis combined with larger Challis prescription projections.

Pocatello, Arco and Challis combined into one Income Statement			
Pocatello Prescriptions Per Day	40	40	40
Arco Prescriptions Per Day	100	100	100
Challis Prescriptions Per Day	70	80	90
Prescriptions Per Day Average	210	220	230
Revenues	Year 1	Year 1	Year 1
Total Rx (Pocatello)	10,400	10,400	10,400
Total Rx (Arco)	26,000	26,000	26,000
Total Rx (Challis)	18200	20800	23400
Total Prescriptions	54,600	57,200	59,800
TotaL Rx Sales($56.90 per prescription)	3,106,740	3,254,680	3,402,620
Total COGS ($42.50 per prescription)	2,320,500	2,431,000	2,541,500
Total Operating Income	786,240	823,680	861,120
Expenses:			
Pharmacist Salary FTE 1.50 $100,000/yr	150,000	150,000	150,000
Pharmacist Technician Salary (5.5 FTE)	160,160	160,160	160,160
PR/Taxes/Benefits (20% of payroll)	62,032	62,032	62,032
Total P/R Expenses..................	372,192	372,192	372,192
Rent and Utilities	18,333	18,333	18,333
Store Supplies/containers/labels (NCPA .004)	9,282	9,724	10,166
Advertising	8,000	8,000	8,000
Insurance (NCPA average)	4,000	4,000	4,000
Streeper Buy-out	36,637	36,637	36,637
Village Mart Buy-Out (5 Year Buy-out)	17,804	17,804	17,804
Computer/Security	36,000	36,000	36,000
Travel Costs	15,000	15,000	15,000
Other Expense Contingency Estimated at $54,667(	54,667	54,667	54,667
Total Other Operating Expenses	199,723	200,165	200,607
Total Expenses................	571,915	572,357	572,799
Net profit/loss (before taxes, Depreciation, and Am	214,325	251,323	288,321

NPV analysis of Pocatello and Arco prescription volume added together. Initial Investment of this project is $400,000.

Financial Net Present Valuation of Bengal Pharmacy in both Pocatello and Arco							
	Int Rate	6.00%	Nper	1	# Years	5	Adj Nper
	6.00%	Period 0	1	2	3	4	5
	PV of $1.00	1	0.9434	0.8900	0.8396	0.7921	0.7473
	PV of Annuity		0.9434	1.8334	2.6730	3.4651	4.2124
Pocatello and Arco Pharmacies (145 per day)		Period 0	Period 1	Period 2	Period 3	Period 4	Period 5
Discount Rate	6.00%	Initial Outlay					
NPV	19,189.17	-400,000.00	99,514.00	99,514.00	99,514.00	99,514.00	99,514.00
IRR	7.75%						
PV of inflows	419,189.17	Discount	93,881.13	88,567.11	83,553.87	78,824.41	74,362.65
PV Outflows	-400,000.00						
NPV	$19,189.17						
MIRR	7.00%						
Pocatello and Arco Pharmacies (150 per day)		Period 0	Period 1	Period 2	Period 3	Period 4	Period 5
Discount Rate	6.00%	Initial Outlay					
NPV	95,597.24	-400,000.00	117,653.00	117,653.00	117,653.00	117,653.00	117,653.00
IRR	14.41%						
PV of inflows	495,597.24	Discount	110,993.40	104,710.75	98,783.73	93,192.20	87,917.17
PV Outflows	-400,000.00						
NPV	$95,597.24						
MIRR	9.85%						

The NPV of this project under the applied assumptions demonstrates a favorable NPV. The Present Value of your Cash Inflows exceeds the PV of your Cash Outflows. The expected return on this project is between 7.75% and 14.41% under these assumptions. It is important that one understand these cash flows will continue far beyond the five year life this analysis placed upon the cash flows. The cash flows beyond the five year horizon would certainly increase the return on investment. The return rate on the Wallace funds is 4% to the College of Pharmacy. A discount rate of 6% was used to create stricter criteria under which this project could be compared.

The NPV analysis of adding Challis as a Remote Dispensing Site estimated using lower Challis projections of daily prescriptions.
The added Initial Investment of Challis is $200,000 bringing the total investment to $600,000.

Financial Net Present Valuation of Bengal Pharmacy in both Pocatello, Arco, and Challis - low Challis estimates.							
	Int Rate	6.00%	Nper	1	# Years	5	Adj Nper
	6.00%	Period 0	1	2	3	4	5
	PV of $1.00	1	0.9434	0.8900	0.8396	0.7921	0.7473
	PV of Annuity		0.9434	1.8334	2.6730	3.4651	4.2124

Pocatello, Arco, Challis Rx (195 per day)		Period 0	Period 1	Period 2	Period 3	Period 4	Period 5
Discount Rate	6.00%	Initial Outlay					
NPV	69,041.32	-600,000.00	158,828.00	158,828.00	158,828.00	158,828.00	158,828.00
IRR	10.14%						
PV of inflows	669,041.32	Discount	149,837.74	141,356.35	133,355.05	125,806.65	118,685.52
PV Outflows	-600,000.00						
NPV	$69,041.32						
MIRR	8.33%						

Pocatello, Arco, Challis Rx (205 per day)		Period 0	Period 1	Period 2	Period 3	Period 4	Period 5
Discount Rate	6.00%	Initial Outlay					
NPV	281,753.05	-600,000.00	209,325.00	209,325.00	209,325.00	209,325.00	209,325.00
IRR	21.96%						
PV of inflows	881,753.05	Discount	197,476.42	186,298.50	175,753.31	165,805.01	156,419.82
PV Outflows	-600,000.00						
NPV	$281,753.05						
MIRR	13.02%						

The NPV analysis of adding Challis as a Remote Dispensing Site using higher estimated Challis projections of daily prescriptions.

The added Initial Investment of Challis is $200,000 bringing the total investment to $600,000.

Financial Net Present Valuation of Bengal Pharmacy in both Pocatello, Arco, and Challis - Higher Challis Estimates							
	Int Rate	6.00%	Nper	1	# Years	5	Adj Nper
	6.00%	Period 0	1	2	3	4	5
	PV of $1.00	1	0.9434	0.8900	0.8396	0.7921	0.7473
	PV of Annuity		0.9434	1.8334	2.6730	3.4651	4.2124
Pocatello, Arco, Challis Rx (220 per day)		Period 0	Period 1	Period 2	Period 3	Period 4	Period 5
Discount Rate	6.00%	Initial Outlay					
NPV	458,665.08	-600,000.00	251,323	251,323	251,323	251,323	251,323
IRR	31.05%						
PV of inflows	1,058,665.08	Discount	237,097.43	223,676.82	211,015.87	199,071.58	187,803.38
PV Outflows	-600,000.00						
NPV	$458,665.08						
MIRR	18.75%						
Pocatello, Arco, Challis Rx (230 per day)		Period 0	Period 1	Period 2	Period 3	Period 4	Period 5
Discount Rate	6.00%	Initial Outlay					
NPV	614,514.12	-600,000.00	288,321	288,321	288,321	288,321	288,321
IRR	38.69%						
PV of inflows	1,214,514.12	Discount	272,001.21	256,604.91	242,080.11	228,377.46	215,450.43
PV Outflows	-600,000.00						
NPV	$614,514.12						
MIRR	19.22%						

In calculating the impact of Challis prescription volume upon Pocatello and Arco, the initial analysis was to determine the impact of a low estimation of prescriptions filled in Challis. The Present Value (PV) of calculated Cash Inflows exceeds the PV of observed Cash Outflows. Using the low Challis prescription volume assumptions, the expected return on this project is between 10.14% and 21.96%. This was followed up by an estimate for Challis that is believed to be closer to that which will be realized. The NPV of this project under the applied assumptions demonstrated a much more favorable NPV. The expected return on this project is between 31.05% and 38.69% under the higher Challis prescription volume assumptions. It is important that one understand these cash flows will continue far beyond the five year life this analysis placed upon the cash flows. The cash flows beyond the five year horizon would certainly increase the return on investment. The return rate on the Wallace funds is 4% to the College of Pharmacy. A discount rate of 6% was used to create stricter criteria under which this project could be compared. The projected valuation of Bengal Pharmacy assuming the projected prescription volumes as discussed above and using traditional pharmacy valuation techniques would be approximately $1,000,000.

The analysis would suggest that adding Challis to the current mix of Bengal Pharmacy would have a synergistic effect. Much of the infrastructure to establish a tele-pharmacy has been completed and the cost to add new tele-pharmacies appears to be less expensive. There is an economy of scale working favorably with the addition of Challis.

SUMMARY

Over the past several years, rural communities have been losing vital access to health care, due in part to the disappearance of local community retail pharmacies. Rural pharmacies have become increasingly difficult to sustain economically. Older pharmacists who have lived and worked in these communities for years are retiring and may not be able to find suitable replacements. Mail-order pharmacies have become commonplace and are typically the solution to fill the gap that occurs when a community loses its pharmacy. However, this option has significant disadvantages, including failure to provide the essential face-to-face interaction with a pharmacist.

An established tele-pharmacy allows for appropriately regulated remote dispensing services and will provide the equal protection of public health, safety, and welfare of the citizens of Custer County. In addition, Bengal Pharmacy and Idaho State University hope to use this remote dispensing tele-pharmacy service as a laboratory to develop evidence-based standards that can be utilized in furthering our understanding of the best ways to reach and serve underserved areas of Idaho and beyond.

Innovative, financially viable solutions are needed that provide equal protection of public health, safety, and welfare. The projected financial figures for the Challis expansion would suggest that the incorporation this new site into Bengal Pharmacy would create a synergistic effect and improve the overall profitability of Bengal Pharmacy as a whole. We respectfully request your approval of the Challis tele-pharmacy as we work towards finding solutions to provide necessary pharmacy services to thousands of Idahoans in these underserved areas.

01. Description of Services. A description of the type and method of specialized services to be provided; (3-21-12)

02. Times of Operation. The days and hours of operation; (3-21-12)

03. Drug Information. The types and schedules of drugs to be stored, distributed, or dispensed; and (3-21-12)

04. Equipment and Supplies. The equipment and supplies to be used. (3-21-12)

701. -- 709. (RESERVED)

710. RETAIL TELEPHARMACY WITH REMOTE DISPENSING SITES.

Pharmacies and pharmacists commencing retail telepharmacy operations with a remote dispensing site after August 23, 2011, must comply with the following requirements: (3-21-12)

01. Telepharmacy Practice Sites and Settings. Prior to engaging in the practice of telepharmacy with a remote dispensing site, the supervising pharmacy must demonstrate that there is limited access to pharmacy services in the community in which the remote site is located. (3-21-12)

a. Information justifying the need for the remote dispensing site must be submitted with the initial registration application. (3-21-12)

b. The Board will consider the availability of pharmacists in the community, the population of the community to be served by the remote dispensing site, and the need for the service. (3-21-12)

c. The remote dispensing site must be located in a medical care facility operating in areas otherwise unable to obtain pharmaceutical care services on a timely basis. (3-21-12)

d. The Board will not approve a remote dispensing site if a retail pharmacy that dispenses prescriptions to outpatients is located within the same community as the proposed remote dispensing site. (3-21-12)

02. Independent Entity Contract. Unless jointly owned, a supervising pharmacy and a remote dispensing site must enter into a written contract that outlines the services to be provided and the responsibilities and accountability of each party in fulfilling the terms of the contract. (3-21-12)

a. A copy of the contract must be submitted to the Board with the initial registration application and at any time there is a substantial change in a contract term. (3-21-12)

b. The contract must be retained by the supervising pharmacy. (3-21-12)

03. PIC Responsibility. Unless an alternative PIC from the supervising pharmacy is specifically designated in writing, the PIC of the supervising pharmacy is also considered the responsible PIC for the remote dispensing site. (3-21-12)

04. Remote Dispensing Site Limitations. The Board may limit the number of remote dispensing sites under the supervision and management of a single pharmacy. (3-21-12)

05. Technician Staffing. A remote dispensing site must be staffed by one or more certified technicians under the supervision of a pharmacist at the supervising pharmacy at all times that the remote site is open. Supervision does not require the pharmacist to be physically present at the remote dispensing site, but the pharmacist must supervise telepharmacy operations electronically. (3-21-12)

06. Common Electronic Recordkeeping System. The remote dispensing site and the supervising pharmacy must utilize a common electronic recordkeeping system that must be capable of the following: (3-21-12)

a. Electronic records must be available to, and accessible from, both the supervising pharmacy and the remote dispensing site; and (3-21-12)

b. Prescriptions dispensed at the remote dispensing site must be distinguishable from those dispensed from the supervising pharmacy. (3-21-12)

07. Records Maintenance. Controlled substance records must be maintained at the registered location unless specific approval is granted for central storage as permitted by, and in compliance with, federal law. (3-21-12)

08. Video and Audio Communication Systems. A supervising pharmacy of an ADS system used in a remote dispensing site must maintain a video and audio communication system that provides for effective communication between the supervising pharmacy and the remote dispensing site personnel and consumers. The system must facilitate adequate pharmacist supervision and allow the appropriate exchanges of visual, verbal, and written communications for patient counseling and other matters involved in the lawful transaction or delivery of drugs. (3-21-12)

a. Adequate supervision by the pharmacist in this setting is maintaining constant visual supervision and auditory communication with the site and full supervisory control of the automated system that must not be delegated to another person or entity. (3-21-12)

b. Video monitors used for the proper identification and communication with persons receiving prescription drugs must be a minimum of twelve inches (12") wide and provided at both the pharmacy and the remote location for direct visual contact between the pharmacist and the patient or the patient's agent. (3-21-12)

c. Each component of the communication system must be in good working order. Unless a pharmacist is present onsite, the remote dispensing site must be, or remain, closed if any component of the communication system is malfunctioning until system corrections or repairs are completed. (3-21-12)

09. Access and Operating Limitations. Unless a pharmacist is present, a remote dispensing site must not be open or its employees allowed access to it during times the supervising pharmacy is closed. The security system must allow for tracking of entries into the remote dispensing site, and the PIC must periodically review the record of entries. (3-21-12)

10. Delivery and Storage of Drugs. If controlled substances are maintained or dispensed from the remote dispensing site, transfers of controlled substances from the supervising pharmacy to the remote dispensing site must comply with applicable state and federal requirements. (3-21-12)

a. Drugs must only be delivered to the remote dispensing site in a sealed container with a list identifying the drugs, drug strength, and quantities included in the container. Drugs must not be delivered to the remote dispensing site unless a technician or pharmacist is present to accept delivery and verify that the drugs sent were actually received. The technician or pharmacist who receives and checks the order must verify receipt by signing and dating the list of drugs delivered. (3-21-12)

b. If performed by a technician, a pharmacist at the supervising pharmacy must ensure, through use of the electronic audio and video communications systems or bar code technology, that a technician has accurately and correctly restocked drugs into the ADS system or cabinet. (3-21-12)

c. Drugs at the remote dispensing site must be stored in a manner to protect their identity, safety, security, and integrity and comply with the drug product storage requirements of these rules. (3-21-12)

d. Drugs, including previously filled prescriptions, not contained within an ADS system must be stored in a locked cabinet within a secured area of a remote dispensing site and access must be limited to pharmacists from the supervising pharmacy and the technicians authorized in writing by the PIC. (3-21-12)

11. Wasting or Discarding of Drugs Prohibited. Wasting or discarding of drugs resulting from the use of an ADS system in a remote dispensing site is prohibited. (3-21-12)

12. Returns Prohibited. The technician at a remote dispensing site must not accept drugs returned by a patient or patient's agent. (3-21-12)

13. Patient Counseling. A remote dispensing site must include an appropriate area for patient counseling. (3-21-12)

a. The area must be readily accessible to patients and must be designed to maintain the confidentiality and privacy of a patient's conversation with the pharmacist. (3-21-12)

b. Unless onsite, a pharmacist must use the video and audio communication system to counsel each patient or the patient's caregiver on new medications. (3-21-12)

14. Remote Dispensing Site Sign. A remote dispensing site must display a sign, easily visible to the public, that informs patients that: (3-21-12)

a. The location is a remote dispensing site providing telepharmacy services supervised by a pharmacist located in another pharmacy; (3-21-12)

b. Identifies the city or township where the supervising pharmacy is located; and (3-21-12)

c. Informs patients that a pharmacist is required to speak with the patient using audio and video communication systems each time a new medication is delivered or if counseling is accepted at a remote dispensing site. (3-21-12)

15. Pharmacist Inspection of Remote Dispensing Site. A pharmacist must complete and document a monthly in-person inspection of a remote dispensing site and inspection reports must be retained. (3-21-12)

711. RETAIL TELEPHARMACY WITH REMOTE DISPENSING SITES: PRESCRIPTION DRUG ORDERS.

Prescription drug orders dispensed from a remote dispensing site must be previously filled by the supervising pharmacy or, unless a pharmacist is present, must only be filled on the premises of a remote dispensing site through the use of an ADS system and as follows: (3-21-12)

01. Pharmacist Verification of New Prescription Drug Order Information. If a technician at the remote dispensing site enters original or new prescription drug order information into the automated pharmacy system, the pharmacist at the supervising pharmacy must, prior to approving, verify the information entered against a faxed, electronic, or video image of the original prescription. (3-21-12)

a. The technician may transmit the prescription drug order to the pharmacist by scanning it into the electronic recordkeeping system if the means of scanning, transmitting, or storing the image does not obscure the prescription information or render the prescription information illegible. (3-21-12)

b. Alternatively, the technician may make the original prescription available to the pharmacist by placing the prescription in an appropriate position to facilitate viewing of the original prescription via video communication systems between the remote dispensing site and the supervising pharmacy. Using the video communication, the pharmacist must verify the accuracy of the drug dispensed and must check the prescription label for accuracy. (3-21-12)

c. Except when prohibited by law for controlled substances, the technician may also transmit the prescription drug order to the supervising pharmacist by fax. (3-21-12)

d. A technician at a remote dispensing site must not receive oral prescription drug orders from a prescriber or a prescriber's agent. Oral prescription drug orders must be communicated directly to a pharmacist. (3-21-12)

02. Pharmacist and Technician Identification. The initials or other unique identifiers of the pharmacist and technician involved in the dispensing must appear in the prescription record. (3-21-12)

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UNIVERSITY OF IDAHO

SUBJECT
Increase gender equity funding limits to address NCAA certification recommendations

REFERENCE
June 2014	Idaho State Board of Education approved ongoing increase in General Fund Athletics Limit for Lewis-Clark State College
August 2014	Idaho State Board of Education approved three year increase in Institutional Funds Athletics Limit for Idaho State University

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section V.X.3.a.ii.2) and V.X.4.

BACKGROUND/DISCUSSION
When the University of Idaho (UI) added the sports of soccer in 1998 and swimming in 2004, the Department of Athletics did not receive additional gender equity funding to implement these two programs. In 2006, the Department of Athletics was recertified by the NCAA. Included in the certification were recommendations for several areas in which the Department needed to add positions which would also assist UI to be in compliance with federal Title IX in the area of program equivalency. The chart below is the recommendation and identifies the programs in which positions should be added:

Program Area: Coaches

Issue:	Salary levels for coaches in women's sports. Number of assistant coaches in golf, tennis, swimming, track and field.
Goal:	Continue working to increase coaches' salaries in relation to peer institutions and increase number of assistant coaches in golf, tennis, swimming, track and field.
Step:	Continue to increase market-appropriate salary compensation for women's sports coaches.
Step:	Add full-time assistant coaches to golf, tennis, and swimming.
Responsibility:	Director of athletics, associate athletics director and senior woman administrator and director of compliance, assistant athletics director for personnel and financial aid and the associate athletics director

	for administration.
Step:	Add a full-time assistant coach to track and field.
Responsibility:	Director of athletics, associate athletics director and senior woman administrator and director of compliance, assistant athletics director for personnel and financial aid and the associate athletics director for administration.
Timetable:	Hire full-time assistant coaches for golf, tennis, swimming, and track and field by July 2010.

The Department of Athletics has been able to hire an additional assistant coach for swimming, but not for golf, tennis or track and field. UI requests an increase in UI's limit for General Funds for Gender Equity under Policy V.X.3.a.ii.2) in the amount of $120,000, to be used in funding these coaching positions.

IMPACT

Board policy provides calculations for the limits in the amount of state general funds used for purposes of meeting Title IX compliance (gender equity limit) and the limit on state general funds used in the overall athletics budget (general fund limit). Approval of this request will allow UI to increase its gender equity limit up to an additional $120,000 above the calculated amount. These funds will be used to address salary and coaching positions related to women's athletics for golf, tennis and track and field.

STAFF COMMENTS AND RECOMMENDATIONS

The Athletics Committee reviewed the University of Idaho request to increase the gender equity limit. These funds would only be used for female sports with the exception of possible coaching of male track athletes. The Committee agreed to forward the request to the full Board with recommendation for approval.

BOARD ACTION

I move to approve the request by University of Idaho to increase the state gender equity limit by $120,000 as requested.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

SUBJECT

FY 2016 Idaho Opportunity Scholarship Maximum Award Amount

REFERENCE

December 2013	The Idaho State Board of Education (Board) set the maximum award amount, student contribution amount, and cost of attendance for FY2015
December 2014	Board increased the maximum award amount for FY2015

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-4303, Idaho Opportunity Scholarship
IDAPA 08.01.13, Rules Governing the Opportunity Scholarship

BACKGROUND/ DISCUSSION

The intent of the Idaho Opportunity Scholarship is to: (i) provide financial resources to Idaho students who are economically disadvantaged; (ii) close the gap between the estimated cost of attending an eligible Idaho postsecondary institution and the expected student and family contribution toward such educational costs; and (iii) encourage the educational development of such students in eligible Idaho postsecondary institutions.

For 2014-15 $4,891,652 has been disbursed to 1,422 scholarship recipients with an average award amount of $3,440. Currently, 5,328 eligible students have applied for the scholarship for 2015-16, and there is approximately $5,191,800 in funding available.

Idaho Administrative Rule, IDAPA 08.01.13.03 (Rules Governing the Opportunity Scholarship) requires the Board to annually set: (1) the educational costs for attending an eligible Idaho postsecondary institution; and (2) the amount of the assigned student responsibility (i.e. eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board).

The Education Cost may include student tuition, fees, book and other necessary education expenses. The standard Educational Cost for FY 2015 award determination purposes was $18,600 for the 4-year institutions and $12,700 for the 2-year institutions. The amount of the FY 2015 student contribution for students attending 4-year institutions was $6,500 and the contribution amount for students attending 2-year institutions was $4,500. Student-initiated scholarships and gifts from non-federal and non-institutional sources count towards the student contribution amount.

While not required by statute or rule, the Board has historically set a maximum award in order to increase the number of awardees. The maximum award amount for FY 2015 was $3,750. The majority of full-year student recipients were eligible for the maximum $3,750 award. The actual award amount cannot exceed the cost of tuition.

Staff recommends setting the FY 16 Educational Cost for the Idaho public institutions (i.e. one for the 4-year institutions and one for the community colleges), but staff has determined that administrative rules require that an amount be set and approved for each Idaho public institution.

IMPACT

Setting the Educational Cost and student contribution amounts fulfills the Board's responsibilities under administrative rule. Combined with setting the award cap, this action will enable Board staff to begin processing award applications.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the FY 2016 Educational Cost for the Opportunity scholarship award formula to be set for each public institution as follows:

$19,700 for students attending University of Idaho
$20,742 for students attending Boise State University
$19,487 for students attending Idaho State University
$18,778 for students attending Lewis-Clark State College
$12,948 for students attending College of Southern Idaho
$13,200 for students attending College of Western Idaho
$13,988 for students attending North Idaho College
$16,227 for students attending Eastern Idaho Technical College

Staff recommends the FY2016 Educational Cost for the Opportunity scholarship award formula to be set at $19,677 for students attending eligible Idaho private, not-for-profit postsecondary institutions (as defined in Idaho Code §33-4303(2)(b)). Per administrative rule, this amount is the average of the amount set for the four public 4-year institutions.

Staff recommends that the FY2016 student contribution be set at $6,500 for students attending 4-year institutions and $4,500 for students attending 2-year institutions, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Staff recommends approval of the Opportunity Scholarship maximum award in the amount of $3,000 per year ($1,500 per semester).

BOARD ACTION

I move to approve the FY2016 Educational Cost for the Opportunity scholarship award formula to be set at the following amounts:

1. $19,700 for students attending University of Idaho
2. $20,742 for students attending Boise State University
3. $19,487 for students attending Idaho State University
4. $18,778 for students attending Lewis-Clark State College
5. $19,677 for students attending eligible Idaho private postsecondary institutions
6. $12,948 for students attending College of Southern Idaho
7. $13,200 for students attending College of Western Idaho
8. $13,988 for students attending North Idaho College
9. $16,227 for students attending Eastern Idaho Technical College

Moved by__________ Seconded by__________ Carried Yes_______ No______

AND

I move to approve the Opportunity Scholarship maximum award in the amount of $3,000 per year ($1,500 per semester).

Moved by__________ Seconded by__________ Carried Yes_______ No______

AND

I move to approve the FY16 student contribution be set at $6,500 for students attending 4-year institutions and $4,500 for students attending 2-year institutions, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Moved by__________ Seconded by__________ Carried Yes_______ No______

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BOISE STATE UNIVERSITY

SUBJECT

Waiver of Board Policy V.R.3.x, Online Program Fee

REFERENCE

December 2014	The Idaho State Board of Education (Board) approved second reading of Board Policy V.R.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

The Board recently approved amendments to Board Policy V.R, which included authorization of a new online program fee. This new fee allows institutions to charge a per-credit rate that reflects market conditions for any fully online undergraduate, graduate, or certificate program.

Boise State University (BSU) has submitted a proposal for a new Graduate Certificate in Health Care Simulation, which will consist of three courses of three credits each in simulation teaching, operations, and practical application. Two courses will be offered online. The third course would entail combined online and on-campus intensive instruction. The on-campus component would be delivered over a single three-day period.

Board Policy V.R.3.x (Online Program Fee) does not define what constitutes “fully online” which presents a challenge for BSU to proceed with this proposed program. BSU would like to be able to use the new online program fee for this program.

IMPACT

Approval of the waiver will allow BSU to move forward with implementation of their graduate certificate program using the online program fee. If approved, BSU would charge $600 per credit or $5,400 for the entire nine (9) credit program.

STAFF COMMENTS AND RECOMMENDATIONS

The proposal was presented to the Council on Academic Affairs and Programs (CAAP) at their March 19, 2015 meeting. CAAP concluded that the policy needs to be revised in order to allow for these types of on-campus experiences, specifically for programs that would require some minimal on-campus intensive experience for credentialing purposes. CAAP agreed to support the program with the understanding that Board Policy V.R. as it pertains to the online program fees will be clarified to include a definition of “fully online.”

The proposed certificate program falls within the fiscal threshold for Executive Director approval. The Executive Director has approved the certificate contingent upon approval of the waiver.

BOARD ACTION

I move to waive Board Policy V.R.3.x. as it applies to Online Program Fees for twelve months or until the policy provision has been amended, whichever comes first.

Moved by__________ Seconded by__________ Carried Yes_______ No______

BOISE STATE UNIVERSITY

SUBJECT
Authorization for Issuance of 2015 Refunding Bonds

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section V.F.
Idaho Code §33-3804

BACKGROUND/DISCUSSION
Boise State University (BSU) requests the Board's approval to issue up to $______________________ in refunding bonds (Series 2015A Bonds), pursuant to a Supplemental Bond Resolution.

BSU periodically reviews outstanding bond issues to assess whether market conditions warrant refinancing to take advantage of lower interest rates. BSU intends to refund portions of the Series 2005A, 2007A, 2007B and 2009A Bonds, which result in a net present value savings of at least three (3) percent.

Principal Amount

Approximately $___________________

Maturities

To be determined the day of pricing.

Interest Rates

To be determined the day of pricing.

Source of Security

General Revenue pledge of BSU, excluding appropriated funds, grants, contract revenues and restricted gifts. Pledged revenues include: tuition & fees, sales & services revenues, facilities & administrative (F&A) recovery revenues, investment income, and other operating revenues. See page 8 of Attachment 1 for a table of revenues available for debt service.

Ratings

Rating agency updates were conducted the week of March 23, 2015 in anticipation of the 2015A issuance. BSU's current ratings are

__________________________________ as determined by Moody's Investor Service and Standard & Poor's respectively (see Attachments 6 and 7).

Documents to be Provided at the Board Meeting

BSU will provide the following at the Board meeting:

1) Final Supplemental Bond Resolution providing authority to price bonds to the extent net present value savings exceed three (3) percent.

Bonds may be priced on the April 16, 2015 or on a later date, dependent on market conditions. Agenda consideration after 2:00 pm MT is requested.

IMPACT

Interest rates have reached levels that would enable BSU to advance refund portions of multiple series of outstanding bonds totaling $____________ million that will generate a net present value debt service savings of at least three (3) percent.

BSU's debt service ratio after the 2015A issuance is estimated to be _____ percent for the fiscal year 2016. In the event that market conditions are no longer favorable, no refunding bonds will be issued.

ATTACHMENTS

STAFF COMMENTS AND RECOMMENDATIONS

BSU is pursuing this bond refunding "solely for debt service savings." The refunding would not extend the maturity dates of the original issuances. Total outstanding debt as of December 31, 2014 (exclusive of the proposed refunding) was $227,335,000. Board policy V.F. establishes a limit for overall debt using a debt burden ratio which measures an institution's dependence on debt as a fund source for financing its operations and the relative cost of debt to an institution's total expenditures. The limit for this ratio (actual debt service over annual adjusted expenses) is to be no greater than 8.0%. BSU's current debt service ratio stands at 5.61%.

Staff makes no recommendation pending receipt and review of outstanding material documents and terms to be provided by BSU on April 16, 2015.

BOARD ACTION

I move to approve a Supplemental Resolution for the Series 2015A Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2015A, delegating authority to approve the terms and provisions of the Bonds, in the principal amount of up to $____________________; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2015A Bonds.

Roll call vote is required.

Moved by __________ Seconded by __________ Carried Yes _____ No _____

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New Issue—Book Entry Only

RATINGS: APPLIED FOR
See "RATINGS" herein

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the 2015A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2015A Bonds (the "Tax Code"); (ii) interest on the 2015A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations; and (iii) interest on the 2015A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- 2015A Bonds.*"*

BOISE STATE UNIVERSITY

$__________*
BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS,
SERIES 2015A BONDS

Dated: Date of Delivery **Due: April 1, as shown on the inside cover**

The above captioned Boise State University General Revenue Refunding Bonds, Series 2015A in the aggregate principal amount of $-_______* (the "2015A Bonds"), will be issued by Boise State University (the "University") pursuant to a Master Resolution adopted by the Board of Trustees of the University on September 17, 1992, as supplemented and amended, including a Supplemental Resolution to be adopted on _______, 2015.

The proceeds of the 2015A Bonds will be used (i) to refund certain of the University's outstanding bonds solely for debt service savings (the "Refunding Project") and (ii) to pay costs of issuing the 2015A Bonds. The 2015A Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Interest on the 2015A Bonds is payable on each April 1 and October 1, commencing October 1, 2015. The 2015A Bonds are subject to optional and mandatory sinking fund redemption as described herein. The 2015A Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See "SECURITY FOR THE 2015A BONDS" herein.

THE 2015A BONDS SHALL BE EXCLUSIVELY OBLIGATIONS OF THE UNIVERSITY, PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF, AND SHALL NOT BE OBLIGATIONS, GENERAL, SPECIAL OR OTHERWISE, OF THE STATE OF IDAHO. THE 2015A BONDS SHALL NOT CONSTITUTE A DEBT–LEGAL, MORAL OR OTHERWISE–OF THE STATE OF IDAHO, AND SHALL NOT BE ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE HOLDERS OF THE 2015A BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE 2015A BONDS. THE UNIVERSITY HAS NO TAXING POWER.

See Inside Cover for Maturity Schedules

The 2015A Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, Bond Counsel, and certain other conditions. Certain matters will be passed on for the University by its Office of General Counsel, and for the Underwriter by its legal counsel, Foster Pepper PLLC, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. It is expected that the 2015A Bonds will be available for delivery through the facilities of DTC on or about ______, 2015.

*Preliminary, subject to change.

BOISE STATE UNIVERSITY

2015A BONDS

$______________*

GENERAL REVENUE REFUNDING BONDS,

2015A BONDS

DUE APRIL 1	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	CUSIP NO.**
	$	%	%	

$_________ Term Bond due April 1, ____; Interest Rate ______%; Yield ______%; CUSIP No.__________

$_________ Term Bond due April 1, ____; Interest Rate ______%; Yield ______%; CUSIP No.__________

* Preliminary; subject to change.

** CUSIP data contained herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw Hill Companies, Inc. CUSIP numbers have been assigned by an independent company not affiliated with the University or the Underwriter, and are included solely for the convenience of the holders of the 2015A Bonds. Neither the University nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2015A Bonds or as indicated above.

UNIVERSITY OFFICIALS

Robert W. Kustra, Ph.D.—President

Martin E. Schimpf, Ph.D.—Provost and Vice President for Academic Affairs

Kevin D. Satterlee, J.D.— Vice President for Campus Operations and General Counsel

Stacy Pearson, MPA, CPA—Bursar and Vice President for Finance and Administration

Lisa Harris, Ph.D.—Vice President for Student Affairs

Mark Rudin, Ph.D.—Vice President for Research

Laura Simic —Vice President for University Advancement

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GENERAL INFORMATION

No dealer, broker, salesperson or other person has been authorized by the Board, the University or the Underwriter to give any information or to make any representations with respect to the 2015A Bonds, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the 2015A Bonds, nor shall there be any sale of the 2015A Bonds by any person, in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

The information set forth herein has been furnished by the University, the Board, DTC and certain other sources that the University believes to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the 2015A Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Underwriter has included the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement contains “forward-looking statements” that are based upon the University’s current expectations and its projections about future events. When used in this Official Statement, the words “project,” “estimate,” “intend,” “expect,” “scheduled,” “pro forma” and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

The Preliminary Official Statement has been "deemed final' by the University, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

PRELIMINARY OFFICIAL STATEMENT

BOISE STATE UNIVERSITY

$___________*
GENERAL REVENUE REFUNDING BONDS
SERIES 2015A BONDS

INTRODUCTION

GENERAL

This Official Statement, including the cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the $________* Boise State University General Revenue Refunding Bonds, Series 2015A (the "*2015A Bonds*").

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference should be made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. The attached Appendices are integral parts of this Official Statement and should be read in their entirety.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in "APPENDIX C–GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT."

BOISE STATE UNIVERSITY

Boise State University (the "*University*") is a publicly supported, multi-disciplinary institution of higher education located in Boise, Idaho. The University has the largest student enrollment of any university in the State of Idaho (the "*State*"), with an official Fall 2014 enrollment of 22,259 students (based on headcount, with full-time-equivalent enrollment of 15,643) as of the October 15, 2014 census date. The University's official Spring 2015 enrollment was [______] (based on headcount, with full-time equivalent enrollment of [_____] as of the March 15, 2015 census date. The State Board of Education serves as the Board of Trustees (the "*Board*"), the governing body of the University.

AUTHORIZATION FOR AND PURPOSE OF THE 2015A BONDS

The 2015A Bonds are being issued pursuant to Title 33, Chapter 38, Idaho Code, as amended, and Title 57, Chapter 5, Idaho Code, as amended (collectively, the "*Act*"), and a resolution adopted by the Board on September 17, 1992, as previously supplemented and amended (the "*Master Resolution*"), and as further supplemented by a resolution adopted by the Board on ________, 2015 authorizing the issuance of the 2015A Bonds (the "*2015 Supplemental Resolution*" and, collectively with the Master Resolution, the "*Resolution*").

* Preliminary, subject to change.

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the "*Outstanding Bonds*"), which are currently outstanding in the principal amount of $____________ (including the Refunded Bonds). The 2015A Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution, are referred to herein as the "*Bonds*" or the "*General Revenue Bonds*." See "DEBT SERVICE REQUIREMENTS" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY–Outstanding Debt."

The proceeds of the 2015A Bonds will be used (i) to refund certain of the University's outstanding bonds solely for debt service savings (the "*Refunding Project*") and (ii) to pay costs of issuing the 2015A Bonds. See "SOURCES AND USES OF FUNDS" herein.

SECURITY FOR THE 2015A BONDS

The 2015A Bonds are secured by Pledged Revenues on parity with the other Bonds. Pledged Revenues include (i) Student Fees; (ii) Sales and Service Revenues; (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the "*F&A Recovery Revenues*"); (iv) various revenues generated from miscellaneous sources, including non-auxiliary advertising, vending in non-auxiliary buildings, postage and printing ("*Other Operating Revenues*"); (v) Investment Income (as defined in APPENDIX C), and (vi) other revenues the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues. "Revenues Available for Debt Service" means (a) revenues described in clauses (i), (iii), (iv), (v), and (vi) above and (b) revenues described in clause (ii) above less Operation and Maintenance Expenses of the Auxiliary Enterprises.

Under the Resolution, the University has covenanted to establish and maintain the Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year. See "SECURITY FOR THE 2015A BONDS–Rate Covenant."

ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on parity with the 2015A Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See "SECURITY FOR THE 2015A BONDS–Additional Bonds."

TAX MATTERS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the 2015A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2015A Bonds (the "*Tax Code*"); (ii) interest on the 2015A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations; and (iii) interest on the 2015A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS–2015A Bonds."

THE 2015A BONDS

DESCRIPTION OF THE 2015A BONDS

The 2015A Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The 2015A Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the 2015A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2015. Interest on the 2015A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Bank of New York Mellon Trust Company, N.A., is the trustee and paying agent for the 2015A Bonds.

The 2015A Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of $5,000 or any integral multiple thereof.

BOOK-ENTRY SYSTEM

The Depository Trust Company, New York, New York, ("*DTC*"), will act as initial securities depository for the 2015A Bonds. The ownership of one fully registered 2015A Bond for each maturity as set forth on the cover of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede and Co., as nominee for DTC. For so long as the 2015A Bonds remain in a "book-entry only" transfer system, the Trustee will make payments of principal and interest only to DTC, which in turn is obligated to remit such payments to its participants for subsequent disbursement to Beneficial Owners of the 2015A Bonds. *See* Appendix G for additional information. *As indicated therein, certain information in Appendix G has been provided by DTC. The Issuer makes no representation as to the accuracy or completeness of the information in Appendix G provided by DTC. Purchasers of the 2015A Bonds should confirm this information with DTC or its participants.*

REDEMPTION

Optional Redemption.

The 2015A Bonds maturing on or after April 1, ________ are subject to redemption at the election of the University at any time on or after _________, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the 2015A Bonds shall be at a price of 100% of the principal amount of the 2015A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption.

The 2015A Bonds maturing on April 1, _______ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the 2015A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:

APRIL 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	$
*	

*Stated Maturity.

Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the 2015A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2015A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2015A Bonds, unless upon the giving of such notice such 2015A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2015A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such 2015A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Selection for Redemption. If less than all 2015A Bonds are to be redeemed, the particular maturities of such 2015A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the 2015A Bonds are to be redeemed, the 2015A Bonds to be redeemed will be selected by lot. If less than all of a 2015A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

SECURITY FOR THE 2015 BONDS

GENERAL

The 2015 Bonds are secured by Pledged Revenues on a parity with all Bonds previously issued and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

(i) Student Fees;

(ii) Sales and Services Revenues;

(iii) F&A Recovery Revenues;

(iv) Other Operating Revenues;

(v) Unrestricted income generated on investments of moneys in all funds and accounts of the University (the "*Investment Income*"); and

(vi) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see "Pledged Revenues" below. For the amounts of Pledged Revenues in recent years, see "Historical Revenues Available for Debt Service" below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude Restricted Fund Revenues, including restricted gift and grant revenues. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY" AND "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013."

PLEDGED REVENUES

Student Fees. The University assesses and collects a variety of fees from students enrolled at the University. Board approval for most of these student fees is required, but the Board has delegated approval of certain student fees to the University President. The Board may assess fees at any time during the year, and has authority to establish the fees unilaterally, without review or approval by the students, the State, or any other governmental or regulatory body. In practice, however, the Board sets Board-approved student fees annually. Prior to the Board meeting at which fees are set, public hearings concerning the fees are held and student participation is actively solicited. Board-approved "Student Fees" include (i) the Tuition Fee; (ii) Facility, Technology and Activity Fees; and (iii) General Education Fees, as further described below.[1] For the academic year 2014-2015, total Board-approved Student Fees per full-time undergraduate student per semester were $3,320 for Idaho residents and $9,746 for non-resident students. For the 2013-2014 academic year, such Student Fees were, respectively, $3,146 and $9,446 per semester.

<u>Tuition Fee</u>. The Tuition Fee supports instruction, student services, institutional support and maintenance and operation of the physical plant. The revenues derived from the Tuition Fee for the Fiscal Year ended June 30, 2013 ("Fiscal Year 2013") and Fiscal Year 2014 were $64,020,003 and $65,587,644, respectively.

[1] Represented numbers exclude a health insurance charge, which is paid directly to a third-party insurance provider. On February 19, 2015 the State Board of Education approved removal of the requirement that colleges and universities provide a student health insurance program. Beginning in Fiscal Year 2016, the University will not provide a student health insurance program.

Facility, Technology and Activity Fees. The University charges a wide variety of fees to students to support various infrastructure and activities. Currently, these fees fall into three categories: (i) Facility Fees, which include the Student Building Fee, the Student Union and Housing Fee, the Capital Expenditure Reserve Fee, the Recreation Facility Fee, the Health and Wellness Center Fee, and the Strategic Facility Fee; (ii) Technology Fees, which include the Technology Fee and the Student Support System Fee; and (iii) Activity Fees, which include 15 fees assessed to support various programs and activities. The revenues derived from the Facility, Technology, and Activity Fees for Fiscal Year 2013 and Fiscal Year 2014 were $31,335,436 and $32,609,397, respectively.

General Education Fees. The University's General Education Fees include the Graduate/Professional Fee, non-resident Tuition, the Western Undergraduate Exchange Fee, the In Service Fee, the Faculty Staff Fee, the Senior Citizen Fee, and Self-Supporting Program Fees. The revenues derived from the General Education Fees for Fiscal Year 2013 and Fiscal Year 2014 were $25,255,471 and $29,836,231, respectively.

Tuition and Student Fee Increases. It is Board policy to limit total tuition and facility, technology and activity fee increases in any single fiscal year to a maximum of 10% unless the Board grants special approval for an increase greater than 10%. Tuition and student fees for the following fiscal year are set in April. The University has requested a 3.5% fee increase for Fiscal Year 2016. The Board will consider this request at its April 2015 meeting. The tuition and facility, technology and activity fee increases for the Fiscal Years shown below were as follows:

2015	$ 3,320	5.5 %
2014	3,146	6.9
2013	2,942	5.7
2012	2,783	5.0
2011	2,650	9.0

Student Fees also include a variety of other charges for services and course fees for which the authority to approve has been delegated by the Board to the University President. Fees for services include admission, orientation and testing fees as well as late fees. Course fees include fees for field trips, fees for supplies for specific classes and labs, as well as special workshop fees. Revenues generated from these other charges for Fiscal Year 2013 and Fiscal Year 2014 were $7,989,373 and $4,183,337, respectively.[2]

See "APPENDIX B—SCHEDULE OF STUDENT FEES" for a list of Student Fees assessed for Fiscal Year 2015.

Sales and Services Revenues. Sales and Services Revenues include revenues generated through operations of auxiliary enterprises. The majority of these revenues are generated through

[2] Revenues for other charges were reduced in Fiscal Year 2014 due to a one-time, significant charging off of balances following a thorough evaluation of the collectability of accounts in collection, as well as an improved process to estimate accounts subject requiring collection in the future.

housing and student union operations; bookstore sales; ticket and event sales from the Taco Bell Arena, Bronco Stadium, Morrison Center and Select-A-Seat; parking charges; and recreation center activity charges. Sales and Services Revenues also include revenues generated incidentally to the conduct of instruction, research and public service activities, including unrestricted revenues generated by the University's public radio station, testing services provided by University labs, and sales of scientific and literary publications, and revenues from miscellaneous operations. See "THE UNIVERSITY–Certain University Facilities" for a description of the University's major facilities from which Sales and Services Revenues are derived.

Sales and Services Revenues for Fiscal Year 2013 and Fiscal Year 2014 were $62,331,015 and $61,529,742, respectively. See "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013."

Facilities and Administrative Recovery Revenues. A portion of federal funds expended each year on scientific research is provided to institutions to pay the direct costs of conducting research, such as the salaries for scientists and materials and labor used to perform research projects, and the balance is granted to pay for "facilities and administrative costs," which encompass spending by the receiving institution on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs.

The University has focused on expanding research and has received an increased number and dollar amount of research grants over the last five years. In Fiscal Year 2013 and Fiscal Year 2014, the University received F&A Recovery Revenues of $4,515,382, and $4,462,863, respectively. The University expects this increase will slow as a result of budget cuts at the federal level. See "FINANCIAL INFORMATION REGARDING THE UNIVERSITY-Reduction in Certain Revenues; Sequestration."

Other Operating Revenues. The University receives other miscellaneous revenues in the course of its operations. Examples of Other Operating Revenues include revenues generated through certain non-auxiliary advertising, vending machines in non-auxiliary facilities, and postage and printing services. In Fiscal Year 2013 and Fiscal Year 2014, the University generated Other Operating Revenues of $1,577,618 and $2,177,360, respectively. See "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY."

Investment Income. Investment Income included in Pledged Revenues includes all unrestricted investment income. For Fiscal Year 2013 and Fiscal Year 2014, Investment Income included in Pledged Revenues was $460,150 and $308,146, respectively. See "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013."

HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE

The following table shows the Pledged Revenues and the Revenues Available for Debt Service for Fiscal Years 2012 through 2014. As described under "DEBT SERVICE REQUIREMENTS," the University estimates that the maximum annual debt service on the Bonds upon the issuance of the 2015A Bonds will be approximately $__ million.

Pledged Revenues and the Revenues Available for Debt Service

	2010	2011	2012	2013	2014
Student Fees	$99,384,223	$112,297,614	$119,972,905	$128,688,459	$132,216,608
Sales and Services Revenues	51,728,155	53,924,410	58,904,473	62,331,015	61,529,742
F&A Recovery Revenues	4,507,023	5,422,035	5,368,929	4,515,382	4,462,863
Other Operating Revenues	1,629,239	1,676,216	1,730,717	1,577,618	2,177,360
Investment Income	832,082	663,453	483,682	460,150	308,146
TOTAL	$158,080,722	$173,983,728	$186,460,706	$197,572,624	$200,694,719
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(59,532,528)	(60,026,901)	(65,802,427)	(69,900,697)	(69,339,102)
Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises)	$98,548,194	$113,956,827	$120,658,279	$127,671,927	$131,355,617

(Remainder of page intentionally left blank.)

INTERIM FINANCIAL DATA

The following table shows certain unaudited financial data regarding the University for the six-month periods ending December 31, 2013 and 2014:

	2013	**2014**
Student Fees	$70,059,442	$73,063,628
Sales and Services Revenues	36,284,715	35,855,191
F&A Recovery Revenues	2,452,109	2,287,837
Other Operating Revenues	1,150,521	962,057
Investment Income	171,334	174,903
TOTAL PLEDGED REVENUES	$110,118,121	$112,343,616
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(36,225,982)	(34,548,662)
Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises)	$73,892,139	$77,794,954

FLOW OF FUNDS

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are required to be deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is required to be transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The University has historically used and intends to continue to use any excess moneys in the Revenue Fund primarily to pay for operation and maintenance expenses and capital improvements.

RATE COVENANT

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year.

ADDITIONAL BONDS

Additional Bonds, Generally. The amount of Additional Bonds that may be issued under the Resolution is not limited by law or by the Resolution, provided the requirements below are satisfied. In order to issue Additional Bonds for the purpose of financing Projects, the University must satisfy certain conditions, including the filing with the Trustee of:

> (i) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Bonds; and
>
> (ii) A Written Certificate of the University to the effect that Estimated Revenues Available for Debt Service equal at least 110% of the Maximum Annual Debt Service on all Bonds to be outstanding upon the issuance of the Additional Bonds for (a) each of the Fiscal Years of the University during which any Bonds will be outstanding following the estimated completion date of the Project being financed by the Additional Bonds, if interest during construction of the Project being financed by the Additional Bonds is capitalized, or (b) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds will be outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized (a "*Coverage Certificate*"). See "APPENDIX D–SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–Additional Bonds."

Refunding Bonds. The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing certificates similar to those described above in (i) and (ii). Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the requirements described above if the Additional Bonds do not increase debt service by more than $25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee (i) a copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds and providing that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the Resolution, (ii) the Coverage Certificate described above, and (iii) a Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the 2015A Bonds.

REFUNDING PROJECT

The University is pursuing the Refunding Project solely for debt service savings. Accordingly, the Refunded Bonds listed herein represent only potential candidates for refunding. The actual bonds to be refunded will be determined at or about the time of the pricing and sale of the 2015A Bonds.

The proceeds of the 2015A Bonds will be used (i) to refund all or a portion of certain of the University's General Revenue, Series 2005A (the portion of such bonds to be refunded being referred to herein as the"*2005A Refunded Bonds*"), (ii) to refund all or a portion of certain of the University's General Revenue and Refunding Bonds, Series 2007A (the portion of such bonds to be refunded being referred to herein as the "*2007A Refunded Bonds*"), (iii) to refund all or a portion of certain of the University's General Revenue Bonds, Series 2007B (the portion of such bonds to be refunded being referred to herein as the "*2007B Refunded Bonds*"), (iv) to refund all or a portion of the University's General Revenue and Refunding Bonds, Series 2009A (the portion of such bonds to be refunded being referred to herein as the "*2009A Refunded Bonds*"), and (v) to pay the costs of issuing the 2015A Bonds. The 2005A Refunded Bonds, the 2007A Refunded Bonds, the 2007B Refunded Bonds, and the 2009A Refunded Bonds are collectively referred to herein as the "*Refunded Bonds*."

A portion of the proceeds of the 2015A Bonds will be irrevocably deposited in an escrow account (the "*Escrow Account*") to be held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "*Escrow Agent*"), to refund the Refunded Bonds. Such amount will be used to provide cash and purchase direct obligations of the United States that are sufficient to pay the redemption price of, and accrued interest on, the Refunded Bonds on their respective redemption dates. See "SOURCES AND USES OF FUNDS."

The 2005A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on ________, 2015, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE

The 2007A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2017, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE

The 2007B Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2017, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE

The 2009A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2017, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE

Certain mathematical computations regarding the sufficiency of and the yield on the investments held in the Escrow Account will be verified by The Arbitrage Group, Inc. See "ESCROW VERIFICATION" below.

SOURCES AND USES OF FUNDS

The sources and uses of funds with respect to the 2015A Bonds are estimated to be as follows:

SOURCES:

Aggregate Principal Amount of 2015A Bonds	$
Original Issue Premium	

TOTAL	$

USES:

Escrow Fund to Refund the Refunded Bonds	$
Costs of Issuance*	
TOTAL	$

* Includes legal, rating agency, trustee, and Underwriter's fees.

(Remainder of page intentionally left blank.)

DEBT SERVICE REQUIREMENTS

The following table shows the debt service requirements for the 2015A Bonds.

FISCAL YEAR	OUTSTANDING BONDS*	PRINCIPAL	INTEREST	TOTAL
TOTAL		$		

*Does not reflect the refunding of the Refunded Bonds. Any refunding with proceeds of the 2015A Bonds will be undertaken solely to achieve debt service savings. The University expects to receive a cash subsidy for a portion of the interest payable on its Series 2010B Bonds. The original anticipated subsidy of 35% of the interest payable was reduced in Fiscal Year 2014 by 7.2%. Reductions in future years are possible and would be made by executive order. Amounts shown reflect actual debt service payable to holders of the Series 2010B Bonds and exclude consideration of the subsidy payments to be received by the University, which amount is not included in Pledged Revenues.

THE UNIVERSITY

The University is a publicly supported, multi-disciplinary institution of higher education. The University has the largest student enrollment of any university in Idaho, with an official enrollment of 22,259 for the Fall 2014 semester.

The main campus is located in Boise, Idaho with convenient access to the government institutions and commercial and cultural amenities located in the capital city. The Boise City-Nampa metropolitan area has an estimated population of 650,000. Approximately 4,788 faculty and staff (including 1,520 student employees) were employed by the University as of June 30, 2014.

The University administers associate, baccalaureate, masters, and doctoral programs through seven colleges – Arts and Sciences, Business and Economics, Education, Engineering, Graduate Students, Health Sciences, and Social Sciences and Public Affairs. The University offers over 83 distinct graduate curricula leading to masters' degrees. Nine doctoral curriculums include programs in the colleges of Arts and Sciences, Education, Engineering, and Health Science.

Full accreditation has been awarded by the Northwest Commission on Colleges and Universities through 2018, and a number of the University's academic programs have also obtained specialized accreditation. The University is home to 42 research centers and institutes, including the Center for Health Policy, the Public Policy Research Center, the Raptor Research Center, and the Center for Multicultural Educational Opportunities. Student athletes compete in NCAA intercollegiate athletics at the Division I-A level on 18 men's and women's teams in 12 sports. The University also hosts National Public Radio, Public Radio International, and American Public Radio on the Boise State Radio Network, which broadcasts in southern Idaho, eastern Oregon and northern Nevada on a network of 18 stations and translators.

The University offers courses and programs in several off campus centers, including downtown Boise City, the Canyon County Center, the Twin Falls Center, the Mountain Home Air Force Base Center, the Meridian Campus and the Gowen Field Center.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional Technical Education and Vocational Rehabilitation. The Governor appoints seven of the members to the Board for five year terms. The membership, terms and occupations of the current board members are listed below. The elected State Superintendent of Public Instruction serves *ex officio* as the eighth member of the Board for a four-year term.

Board Of Trustees Of Boise State University
And State Board Of Education

* Serves *ex officio* on the State Board of Education in her capacity as State Superintendent of Public Instruction.

The State Board of Education has an approximately 21 member, full time professional staff headed by Mike Rush, Executive Director. His appointment became effective in 2008.

University Officers. The President of the University and his staff are responsible for the operation of the University and the fulfillment of its academic mission. The President is selected by and serves at the pleasure of the Board. Members of the President's management team are appointed by the President and serve at his pleasure. The President and his principal staff are listed below, with brief biographical information concerning each.

Robert Kustra, Ph.D. – President. Dr. Kustra became the University's sixth president on July 1, 2003. Immediately prior to joining the University, Dr. Kustra served as president of the Midwestern Higher Education Commission, an organization of 10 Midwestern states that focus on advancing higher education through interstate cooperation and resource sharing. Prior to his time at the Midwestern Higher Education Commission, Dr. Kustra served as a senior fellow for the Council of State Governments, and from 1998 to 2001 served as president of Eastern Kentucky University. Prior to his time at Eastern Kentucky University, Dr. Kustra served as the lieutenant governor for the State of Illinois from 1990 to 1998, during a portion of which time he also served as the chair of the Illinois Board of Higher Education. Prior to acting as lieutenant governor, Dr. Kustra served in the Illinois state senate from 1982 to 1990 and in the Illinois House of Representatives from 1980 to 1982.

Dr. Kustra has also held faculty positions at the University of Illinois at Springfield, Roosevelt University, the University of Illinois Chicago, Northwestern University, Loyola University and Lincoln Land Community College. While at Loyola he also served as director of the Center for Research in Urban Government.

Dr. Kustra was educated at Benedictine College in Atchison, Kansas (BA 1965), Southern Illinois University (MA 1968) and the University of Illinois (Ph.D. 1975). All of his degrees are in political science. Throughout his professional life, Dr. Kustra has served on a number of education oriented boards, including the National Collegiate Athletic Association Board of Directors, the Advisory Council for the National Center for Public Policy and Higher

Education, the Policies and Purposes Committee of the American Association of State Colleges and Universities, the Ohio Valley Conference Board of Presidents, the DePaul University Board of Trustees and the Education Commission of the States.

Martin E. Schimpf, Ph.D. – Provost and Vice President for Academic Affairs. Dr. Schimpf has served as the University's Provost and Vice President of Academic Affairs since 2010. His career at the University began in 1990 as a professor in the Department of Chemistry, and he served as that department's Chair from 1998 to 2001. He served as Associate Dean of the College of Arts and Sciences from 2001 to 2006. In 2006, Dr. Schimpf was appointed Dean of the College of Arts and Sciences and held that position until his appointment as Provost and Vice President of Academic Affairs. Dr. Schimpf earned an undergraduate degree in chemistry from the University of Washington and a Ph.D. in chemistry from the University of Utah. His interdisciplinary research has led to more than 80 publications, and he has served on numerous international scientific committees.

Stacy Pearson, CPA, MPA – Bursar and Vice President for Finance and Administration. Ms. Pearson was appointed as Bursar and Vice President for Finance and Administration effective August 15, 2004. Prior to this appointment, Ms. Pearson served as Associate Vice President for Finance and Administration at the University from 1995 to 2004. Ms. Pearson received her Bachelor of Science degree in business at the University of Idaho and her Master of Public Administration degree from the University. Ms. Pearson is a certified public accountant and is active in the Western Association of College and University Business Officers (WACUBO). She served as the Director of the Internal Audit Division for the Oregon University System from 1994 to 1995 and the Internal Auditor for the Idaho State Board of Education from 1987 to 1994. Ms. Pearson was named the Woman of the Year by the Idaho Business Review in 2013.

Kevin D. Satterlee, J.D. – Vice President of Campus Operations and General Counsel. Mr. Satterlee was named General Counsel in 2005. Prior to holding such position, Mr. Satterlee served as Associate Vice President for Planning and Special Assistant to the Vice President for Finance and Administration at the University. Prior to joining the University, Mr. Satterlee served as Chief Legal Officer for the State Board of Education, Deputy Attorney General for the State representing numerous state agencies including the Office of the Governor, and worked in private practice. Mr. Satterlee received his undergraduate degree in political science magna cum laude from the University and his Juris Doctor from the University of Idaho, also magna cum laude.

Mark Rudin, Ph.D. – Vice President for Research. Dr. Rudin joined the University in January 2009 as Vice President for Research. Dr. Rudin received his Ph.D. in Medicinal Chemistry/Health Physics from Purdue University. Prior to his appointment at the University, Dr. Rudin served in a number of teaching and administrative positions at University of Nevada Las Vegas since 1993, including Senior Associate Vice President for Research Services and Chair of the Department of Health Physics. Before joining UNLV, Dr. Rudin was a technical/administrative assistant with the U.S. Department of Energy Headquarters, Office of Environmental Restoration and Waste Management, and from 1989 to 1993, he was a senior program specialist/project engineer with EG&G Idaho at the Idaho National Laboratory in Idaho Falls.

Lisa Harris, Ph.D. – Vice President for Student Affairs. Dr. Harris began her role as the Vice President for Student Affairs at the University in July 2011. She came to the University from Mississippi State University, where she served as Associate Vice President for Student Affairs. Previously, she held positions as Assistant Vice President of Academic Affairs at the University of Alabama, Dean and Director of Undergraduate Admissions at Louisiana State University, and Assistant Director of Admissions at Clemson University. Dr. Harris completed her Ph.D. in Vocational Education, Adult Education emphasis at Louisiana State University, her Master's degree in Personnel Services, Counseling emphasis at Clemson University, and her Bachelor's degree in Psychology at Clemson University. Dr. Harris is active in professional leadership roles, most recently serving the NASPA Region III as the Mississippi Director. She has also been the president and on the executive board of the Southern Association of Collegiate Registrars and Admissions Officers.

Laura Simic –Vice President for University Advancement. Ms. Simic joined the University as Vice President for University Advancement in November 2012. Most recently, she served four years at Creighton University in Omaha, Nebraska as the interim vice president for university relations and senior associate vice president of development and campaign director. Ms. Simic also worked eight years as the associate vice chancellor for development at the University of North Carolina and ten years in various development roles at the University of Tennessee. Ms. Simic earned her Bachelor of Arts degree from the University of Oregon in journalism and public relations and her Master of Science degree from the University of Tennessee in education/leadership studies. She is a Certified Fund Raising Executive.

CERTAIN UNIVERSITY FACILITIES

General. The University's Boise campus includes approximately 125 significant buildings and approximately 75 small structures used for storage, miscellaneous functions, or located on sites of future expansion. The Boise campus is approximately 220 acres.

The following is a description of the University's major facilities from which Sales and Services Revenues are derived, including housing facilities, the Student Union Building, spectator and recreation facilities, and parking facilities.

Housing Facilities. The University's housing facilities currently consist of (i) seven residence halls, four of which are traditional-style buildings and three of which are suite-style buildings, (ii) five apartment complexes for upper-class housing and (iii) two townhouse developments, which provide 360 beds for upper-class students.

> <u>University Residence Halls</u>. The residence halls can accommodate approximately 1,539 students. The University's residence halls offer a variety of amenities, including computer labs and in room high-speed internet connections; recreational and lounge space; laundry facilities; kitchen areas; and academic/study space. For Fiscal Years, 2012, 2013, and 2014, the average fall semester occupancy rates for the University's residence halls were, 97%, 96% and 99%, respectively.

> <u>University Apartments</u>. Currently, the University apartment complexes are available for students, including those with families, and provide over 300 apartments ranging in size from one bedroom to three bedrooms. For Fiscal Years 2012, 2013 and

2014, the average fall semester occupancy rates for the University's apartments were 88%, 90% and 90%, respectively.

Lincoln Townhomes. The Lincoln townhouse style housing consists of 360 beds of upper class student housing. For fiscal years 2013 and 2014, average fall semester occupancy of the townhomes was 85% and 99%, respectively.

Student Union Building. Initially constructed in 1967 and expanded in 1988 and 2008, the Student Union Building provides extensive conference and meeting spaces, a 430 seat performance theater, a retail food court, a central production kitchen, a resident student and visitor dining facility, a University Bookstore, a convenience store, a games area, and offices for admissions, student government and student activities. The facilities infrastructure includes high speed LAN and video data capabilities and public lounges with wireless network capabilities. The building totals approximately 252,000 square feet.

Spectator and Recreation Facilities. The University's spectator and recreation facilities include Albertsons Stadium, the Taco Bell Arena, the Recreation Center and the Morrison Center. The following is a brief description of these facilities.

Albertsons Stadium. Originally constructed in 1970, and expanded in 1997, 2008, 2009 and 2012 to its current total capacity of 37,000 seats, Albertsons Stadium is Idaho's largest spectator facility. It is used for all of the University's intercollegiate home football games. The facility includes the press box, stadium suites, banquet facilities, a commercial kitchen, an additional bookstore, office space, and concessions facilities. Completed in the summer of 2013 is the Football Complex, a stand-alone addition to the Albertsons Stadium facilities, consisting of football offices and training facilities. This facility added 70,000 square feet of space.

Taco Bell Arena. Taco Bell Arena was constructed in 1982 and serves as the University's indoor sports and entertainment complex. In its basketball configuration, the arena accommodates approximately 12,400 spectators. In addition to varsity sports contests, including the NCAA Basketball Tournament, it has been used for concerts, commencement ceremonies and other entertainment and community events, intramural activities and sports camps. The arena was remodeled during 2012 adding 36 upgraded restrooms.

The Recreation Center. The Student Recreation Center was completed in 2001. It is approximately 98,700 square feet, and includes more than 25,000 square feet of open recreational space for three regulation size basketball courts and a multipurpose gymnasium; a large aerobics/cardiovascular multipurpose workout space; five racquetball/handball/squash courts; a running track with banked turns; a climbing wall; a first aid and athletic training area; classroom and activity spaces; indoor/outdoor meeting space; and an aquatic center.

The Morrison Center. The Velma V. Morrison Center, which opened in 1984, is an 183,885 square foot center for performing arts that includes a ten story stage-house and seating for 2,000. The Morrison Center brings a wide range of artistic performances to the Boise community and provides academic instruction space at the University.

Parking Facilities. The University operates and maintains 64 surface parking lots of varying sizes and two parking garage facilities with a total of approximately 2,691 spaces, for a total of approximately 7,689 parking spaces. The University has a comprehensive parking plan to ensure that the parking system is financially self-supporting.

STUDENT BODY

The University enrolls more students than any other institution in Idaho. In addition to having students from every Idaho county, students from all 50 states and over 65 countries attend the University. The University enrolls large numbers of both traditional age students and working adults. The University's official Fall 2014 enrollment is 22,259 students (based on headcount, with full-time equivalent enrollment of 15,643) as of the October 15, 2014 census date, and the University's official Spring 2015 enrollment was **[________]** (based on headcount, with full-time equivalent enrollment of **[_______]** as of the March 15, 2015 census date.

Enrollment and Graduation Statistics
(Fall Semester)

	2011*	**2012**	**2013**	**2014**
ENROLLMENT				
Headcount	19,664	22,678	22,003	22,259
Full Time Equivalents	15,215	16,136	15,599	15,643
UNDERGRADUATE				
STUDENTS				
Full Time	12,669	12,784	12,452	12,155
Part Time	4,699	6,873	6,590	7,196
GRADUATE STUDENTS				
Full Time	782	806	812	883
Part Time	1,514	2,215	2,149	2,025
STUDENTS FROM IDAHO	81%	81%	75%	74%
FIRST YEAR UNDERGRADUATES/TRANSFERS				
Applied	10,267	10,642	10,080	10,712
Admitted	6,510	6,146	7,691	8,340
Enrolled	3,522	3,418	3,392	3,469
ACT Mean Score	22.72	22.94	22.97	22.94
	2010-2011	2011-2012	2012-2013	2013-2014
DEGREES CONFERRED				
Associate	219	198	168	137
Bachelor	2,571	2,782	2,716	2,797
Master	641	652	691	640
Doctorate	11	11	11	34
Certificate**	157	196	171	195

* Prior to fall 2012, enrollment was measured as of the tenth day of classes. Accordingly, the enrollment data for 2011 reflects enrollment as of the tenth day of classes. In the fall of 2012, the State Board of Education adopted a census date for each semester (October 15 and March 15) for all colleges and universities to ensure consistency between institutions and to better reflect the number of students served. The primary difference is related to high school students who are concurrently enrolled in

the University.
** Includes undergraduate graduate certificates and post-undergraduate certificates.

EMPLOYEES

As of June 30, 2014, the University had 4,788 employees. Faculty and staff included 818 professional staff, 778 faculty, 297 other academic appointments, which include roles such as research assistants and adult basic education instructors, and 1,084 classified employees. The University also employed 1,520 students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring salary issues and other concerns to the attention of the University. The University considers relations with its employees to be good.

EMPLOYEE RETIREMENT BENEFITS

All benefit eligible employees, which consist of employees who work 20 or more hours per week for five consecutive months, must enroll in one of two retirement plans—the State's Public Employees' Retirement System of Idaho ("*PERSI*") or the Optional Retirement Program ("*ORP*"), which is a plan offered to faculty and non-classified staff effective 1990 and thereafter.

PERSI. The University's classified employees, including its faculty hired prior to July 1, 1990, are covered under PERSI. Additionally, new faculty and professional staff who are vested in PERSI have the option of remaining in or returning to PERSI with written affirmation of this decision within 60 days of employment. PERSI is the administrator of a multiple-employer cost-sharing defined benefit public employee retirement system. A retirement board (the "*PERSI Board*"), appointed by the governor and confirmed by the legislature, manages the system, including selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the plan.

PERSI is the administrator of six fiduciary funds, including two defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("*PERSI Base Plan*") and the Firefighters' Retirement Fund ("*FRF*"); two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers. Net assets for all funds administered by PERSI increased over $2 billion during Fiscal Year 2014 and increased by $884.69 million in Fiscal Year 2013 and decreased $22.6 million in Fiscal Year 2012. The increase in the defined benefit plans in Fiscal Year 2014 was primarily due to a gross investment return increase.

PERSI membership is mandatory for eligible employees of participating employers. Employees must be: (i) working 20 hours per week or more; (ii) teachers working a half-time contract or greater; or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. On July 1, 2014, PERSI had 66,223 active members, 28,273 inactive members (of whom 11,504 are entitled to vested benefits), and 40,776 annuitants. As of July 1, 2014, there were 763 participating employers in the PERSI Base Plan. Total membership in PERSI was 135,272.

As of July 1, 2014, PERSI's actuarial value of assets total $13,833.1 million and the actuarial liabilities funded by PERSI total $14,928.1 million. This means that as of July 1, 2014 PERSI is 92.9 percent funded. Based on the July 1, 2014 actuarial valuation, the unfunded actuarial accrued liability was decreased by $1,146.6 million due to an asset gain recognized as of July 1, 2014. Specifically, the System's assets earned a gross return before expenses of 17.2%, which is 9.7% above the actuarial assumption of 7.5%. All other actuarial experience gains and losses further reduced the actuarial accrued liability by $122.6 million. Thus, the total experience gain for the year was $1,269.2 million. This gain, together with the cancellation of future rate increases and changes in mortality assumptions, resulted in a total actuarial gain of $1,021.8 and a change in funding status from an 85.3% funding ratio on July 1, 2013 to 92.9% on June 30, 2014.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI's inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial liability be 25 years or less, contribution rate increases for the three years beginning July 1, 2011, as proposed by the actuary, were reviewed and approved by the Retirement Board on December 8, 2009. Only one of the approved contribution rate increases has taken effect to date, on July 1, 2013. All other approved contribution rate increases have been cancelled. The contribution rates for the year ended June 30, 2014 follow:

Contribution Rates

	Member		Employer	
	General/ Teacher	Fire/ Police	General/ Teacher	Fire/ Police
Contribution Rates:	6.79%	8.36%	11.32%	11.66%

Source: Public Employees Retirement System of Idaho, February 2015.

The next major PERSI experience study, to be completed in 2016, will cover the period July 1, 2011 through June 30, 2015.

The University's required and paid contributions to PERSI for Fiscal Years 2012, 2013 and 2014 were $2,707,520, $2,841,366, and $ 2,963,747, respectively. Contribution requirements of PERSI and its members are established and may be amended by the PERSI Board.

Beginning in the fiscal year that commenced July 1, 2014, the University became required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI due to the implementation of GASB 68. On February 13, 2015, PERSI published the schedule of allocations and net pension liability amounts for each employer in the PERSI Base Plan as of June 30, 2014. The University's net pension liability as of June 30, 2014 is $7,104,460.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at, www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference).

ORP. Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in ORP, and faculty and staff hired before that date were offered a onetime opportunity in 1990 to withdraw from PERSI and join ORP. ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by Teachers' Insurance and Annuity Association/College Retirement Equities Fund and Variable Annuity Life Insurance Company. The total contribution rate is the same for all employees, with a portion of the employer's contribution for ORP members being credited to the employee's account and a portion to the PERSI unfunded liability until 2015.

Contribution requirements for ORP are based on a percentage of total payroll. The University's contribution rate for Fiscal Years 2012 through 2015 is 9.27% of covered payroll.

For Fiscal Years 2012, 2013 and 2014, the University's required and paid contributions to ORP were $8,285,481, $8,723,150 and $9,245,096, respectively. The employee contribution rate for Fiscal Years 2012 through 2015 is 6.97% of covered payroll. These employer and employee contributions, in addition to earnings from investments, fund ORP benefits. The University has no additional obligation to fund ORP benefits once it makes the required contributions at the applicable rate. The University has made all contributions that it is required to make to ORP to date.

For additional information concerning the University's pension benefits, see Note 10 of "Appendix A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013."

OPEB. The University participates in other multiple-employer defined benefit post-employment benefit plans relating to health and disability for retired or disabled employees that are administered by the State of Idaho, as agent, as well as a single-employer defined benefit life insurance plan. Idaho Code establishes the benefits and contribution obligations relating to these plans. The most recent actuarial valuation of these plans is as of July 1, 2012. The University funds these benefits on a pay-as-you-go basis and has not set aside any assets to pay future benefits under such plans. As of July 1, 2012, the combined UAAL for such plans equaled approximately $17.7 million. For additional information concerning post-retirement benefits other than pensions, see Note 11 of "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013."

INSURANCE

The University has liability coverage under commercial insurance policies and self-insurance through the State of Idaho Retained Risk Fund. University buildings are covered by all risk property insurance on a replacement cost basis.

FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the "*Legislature*"), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are included in Pledged Revenues. The following describes revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See "SECURITY FOR THE 2015A BONDS."

STATE APPROPRIATIONS

Legislatively-approved State appropriations represented approximately 21% of the University's total annual revenues for Fiscal Year 2014. Such revenues are not included as Pledged Revenues. The Legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year beginning the following July 1. The Legislature may also make adjustments to budgets and appropriations for the fiscal year during which the Legislature is meeting.

If, in the course of a fiscal year, the Governor determines that the expenditures authorized by the Legislature for the current fiscal year exceed anticipated revenues expected to be available to meet those expenditures, the Governor, by executive order, may reduce ("*Holdback*") the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State, or request a reversion ("*Reversion*") of appropriations back to the State to balance the State budget. There have been no Holdbacks or Reversions since Fiscal Year 2010; the University does not anticipate a Holdback or Reversion during Fiscal Year 2015. State appropriations are not included in Pledged Revenues. However, Holdbacks, Reversions or reductions in the amount appropriated to the University could adversely affect the University's financial and operating position.

The table below sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University for the years shown. Legislative appropriations declined from 2010-2012 as a result of decreased state revenues. While appropriations have grown since 2013, they have not yet returned to pre-2010 levels. To address the decline in revenues, the University implemented a variety of strategies in response to reductions in State appropriations, including increasing tuition and fees, selectively delaying or cancelling capital projects, and otherwise reviewing academic and administrative operations to determine how to operate more efficiently.

The Legislature is currently in session and higher education funding for Fiscal Year 2016 has not currently been set.

State General Fund Appropriations

	2012	2013	2014	2015*
All Higher Education	$209,828,300	$227,950,500	$236,543,600	$251,223,200
Boise State University	$68,005,800	$74,496,000	$76,338,100	$80,391,900

Percentage Increase (Decrease) over prior year for the University	(3.5)%	9.5%	2.5%	5.3%

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*Unaudited

GRANTS AND CONTRACTS

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University's current revenues. The use of such funds is usually restricted to specific projects and is not included in the budget for the University. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these grants and contracts. For Fiscal Year 2014, total grants and contracts totaled $34,274,795, which amount includes the $4,462,864 of F&A Recovery Revenues included in Pledged Revenues. The University also received $27,242,851 in federal Pell Grants for the 2013-2014 academic year. The following table displays federally funded expenditures, which include Pell Grants and Direct Loan Programs, for each the last five Fiscal Years:

Federally Funded Expenditures (In 000s)

	2010	2011*	2012*	2013*	2014
Research	$ 15,814	$ 19,793	$ 19,908	$17,734	$15,292
Non-Research	123,341	136,870	137,702	132,889	122,734
Total Expenditures	$139,155	$156,663	$157,610	$150,623	$138,026

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* Federally funded expenditures increased above normal levels in 2011-2013 because in those years the University had large, one-time federally funded projects, such as a park and ride parking lot and federally funded expansion of the geothermal utility distribution system. Federally funded expenditures in 2014 returned to normal levels.

Pledged Revenues do not include Restricted Fund Revenues, which consist of revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships. However, Pledged Revenues do include F&A Recovery Revenues, which consist of revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University. See "SECURITY FOR THE 2015A BONDS–Pledged Revenues–Facilities and Administrative Recovery Revenues" and "Historical Revenues Available for Debt Service" above.

The University is projecting a 2% increase in total awarded sponsored project funding in Fiscal Year 2015; with total awarded sponsored project funding totals estimated to be $33.8 million, including approximately $4.6 million in F&A Recovery Revenues.

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately $139 million for Fiscal Year 2014. Of such amount, approximately $73 million was in the form of direct student loans. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years.

BUDGET PROCESS

The University operates on an annual budget system. Its fiscal year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration, in collaboration with the departmental faculty and administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University Administration to the Board in August of each year.

The University's operating budget is approved by the Board prior to the commencement of the Fiscal Year, usually at its June meeting. At that meeting, the Board, serving also as the governing boards of the State's other institutions of higher education, approves the annual budgets for those institutions as well.

INVESTMENT POLICY

Board policy establishes permitted investment categories for the University. The University's investment policy establishes, in order of priority, safety of principal preservation, ensuring necessary liquidity, and achieving a maximum return, as the objectives of its investment portfolio. See Note 2 of APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013." Moneys in Funds and Accounts established under the Bond Resolution are required to be invested in Investment Securities, as described in "APPENDIX D–SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS - Establishment of Funds; Revenue Fund; Bond Fund; Flow of Funds; Investment of Funds." The University has not experienced any significant investment losses or unexpected limitations on the liquidity of its short-term investments.

NO INTEREST RATE SWAPS

The University has not entered into any interest rate swaps or other derivative products.

BOISE STATE UNIVERSITY FOUNDATION, INC.

The Boise State University Foundation, Inc. (the "*BSU Foundation*") is a nonprofit corporation organized under State law in 1967. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. An approximately 45 member board of directors manages the BSU Foundation. A.J. Balukoff, Sr. currently serves as Chairman of the Board of the BSU Foundation.

Financial statements for the BSU Foundation are contained in Note 13 to the University's financial statements. See "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013." Net assets of the BSU Foundation at June 30, 2014 were $145,162,052.

In June 2011, the BSU Foundation completed its first comprehensive fundraising campaign. The Foundation's Destination Distinction campaign exceeded the original campaign goal by $10 million, raising over $185 million to support scholarships, programs and facilities, much of which has already been spent on various projects. The BSU Foundation is currently seeking funds for specific strategic initiatives.

FUTURE CAPITAL PROJECTS

To address the educational needs of the region and the facilities needs of the growing student body, the University implemented a Strategic Facility Fee in 2006. The Strategic Facility Fee has increased from its initial $25 in Fiscal Year 2007 to $260 for Fiscal Year 2015. The Strategic Facility Fee is a component of Student Fees that are included in Pledged Revenues. Revenues from the Strategic Facility Fee are intended to be used together with donations, State of Idaho Permanent Building Fund monies provided by the State, capital grants and University reserves to provide funds for construction of buildings pursuant to the University's Campus Master Plan.

The University may not undertake any capital project or long-term financing without prior Board approval.

The University currently anticipates that it may issue Additional Bonds or other debt to finance capital facilities within the next two years. The University is in the preliminary discussion phase of a second science building to complement the Environmental Research Building, which opened in Fall 2011 and a new fine arts building. Both projects are intended to include University funding sources in addition to debt.

OUTSTANDING DEBT

The University has the following debt outstanding as of December 31, 2014:

Outstanding Bonds	Original Issue Amount	Amount Outstanding
General Revenue Bonds		

General Revenue Bonds, Series 2005A*	$21,925,000	$5,130,000
General Revenue and Refunding Bonds, Series 2007A*	96,365,000	95,900,000
General Revenue Bonds, Series 2007B*	25,860,000	25,350,000
General Revenue and Refunding Bonds, Series 2009A	42,595,000	30,030,000
General Revenue Bonds, Series 2010A	1,195,000	315,000
Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy)	12,895,000	12,895,000
General Revenue Project and Refunding Bonds, Series 2012A	33,330,000	32,425,000
General Revenue Refunding Bonds, 2013A Bonds	14,195,000	14,130,000
General Revenue Project and Refunding Bonds, Series 2013B	11,760,000	11,160,000
General Revenue Refunding Bonds, Series 2015A	TBD	TBD
Total:	TBD	TBD
Other Obligations		
2006 Bronco Stadium Expansion Loan	3,381,000	813,945
Capital Leases for Building and Equipment	4,912,402	751,798
Total:	$8,293,402	$1,565,743

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* Does not reflect the refunding of the Refunded Bonds. Any refunding with proceeds of the 2015A Bonds will be undertaken solely to achieve debt service savings.

For additional information regarding the University's outstanding obligations, see Notes 7, 8 and 9 of "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013."

FINANCIAL STATEMENTS

The financial statements of the University as of and for the Fiscal Years ended June 30, 2014 and 2013, which are included as APPENDIX A to this Official Statement, have been audited by Moss Adams LLP, independent auditors, as stated in their report appearing therein. Moss Adams has not been engaged to perform and has not performed, since the date of such report, any procedures on the financial statements addressed in the report. Moss Adams has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

TAX MATTERS

2015A BONDS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described below: (i) interest on the 2015A Bonds is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2015A Bonds (the "*Tax Code*"); (ii) interest on the 2015A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations as described below; and (iii) interest on the 2015A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho.

The Tax Code imposes several requirements which must be met with respect to the 2015A Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income (except to the extent of the aforementioned adjustment applicable to corporations). Certain of these requirements must be met on a continuous basis throughout the term of the 2015A Bonds. These requirements include: (a) limitations as to the use of proceeds of the 2015A Bonds; (b) limitations on the extent to which proceeds of the 2015A Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the 2015A Bonds above the yield on the 2015A Bonds to be paid to the United States Treasury. The exclusion of interest on the 2015A Bonds from gross income for Idaho income tax purposes is dependent on the interest on the 2015A Bonds being excluded from gross income for federal income tax purposes. The University will covenant and represent that it will take all steps to comply with the requirements of the Tax Code to the extent necessary to maintain the exclusion of interest on the 2015A Bonds from gross income and alternative minimum taxable income (except to the extent of the aforementioned adjustment applicable to corporations) under such federal income tax laws in effect when the 2015A Bonds are delivered. Bond Counsel's opinion as to the exclusion of interest on the 2015A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income (to the extent described above) is rendered in reliance on these covenants, and assumes continuous compliance therewith. The failure or inability of the University to comply with these requirements could cause the interest on the 2015A Bonds to be included in gross income (for federal and Idaho income tax purposes), alternative minimum taxable income or both from the date of issuance. Bond Counsel's opinion also is rendered in reliance upon certifications of the University and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

Section 55 of the Tax Code contains a 20% alternative minimum tax on the alternative minimum taxable income of corporations. Under the Tax Code, 75% of the excess of a corporation's "adjusted current earnings" over the corporation's alternative minimum taxable income (determined without regard to this adjustment and the alternative minimum tax net operating loss deduction) is included in the corporation's alternative minimum taxable income for purposes of the alternative minimum tax applicable to the corporation. "Adjusted current earnings" includes interest on the 2015A Bonds.

The Tax Code contains numerous provisions which may affect an investor's decision to purchase the 2015A Bonds. Owners of the 2015A Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the 2015A Bonds made to any owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports “reportable payments” (including interest and dividends) as defined in Section 3406, or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. With respect to any of the 2015A Bonds sold at a premium, representing a difference between the original offering price of those 2015A Bonds and the principal amount thereof payable at maturity, under certain circumstances, an initial owner of such bonds (if any) may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner’s acquisition cost. Bond Counsel’s opinion relates only to the exclusion of interest on the 2015A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal or state tax consequences arising from the receipt or accrual of interest on or ownership of the 2015A Bonds. Owners of the 2015A Bonds should consult their own tax advisors as to the applicability of these consequences.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the 2015A Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the 2015A Bonds, the exclusion of interest on the 2015A Bonds from gross income (for federal and Idaho income tax purposes) or alternative minimum taxable income or both from the date of issuance of the 2015A Bonds or any other date, the tax value of that exclusion for different classes of taxpayers from time to time, or that could result in other adverse tax consequences. In addition, future court actions or regulatory decisions could affect the tax treatment or market value of the 2015A Bonds. Owners of the 2015A Bonds are advised to consult with their own tax advisors with respect to such matters.

The Internal Revenue Service (the “*Service*”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether or not the Service will commence an audit of the 2015A Bonds. If an audit is commenced, the market value of the 2015A Bonds may be adversely affected. Under current audit procedures the Service will treat the University as the taxpayer and the Tax-Exempt Bond owners may have no right to participate in such procedures. The University has covenanted not to take any action that would cause the interest on the 2015A Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income except to the extent described above for the owners thereof for federal income tax purposes. None of the University, the Financial Advisor, the Underwriter, or Bond Counsel is responsible for paying or reimbursing any Tax-Exempt Bond holder with respect to any audit or litigation costs relating to the 2015A Bonds.

[*Premium Bonds*

The initial public offering price of certain maturities of the Bonds (the “*Premium Bonds*”), as shown on the inside cover, are issued at original offering prices in excess of their original principal amount. The difference between the amount of the Premium Bonds at the original offering price and the principal amount payable at maturity represents “bond premium” under the Code. As a result of requirements of the Code relating to the amortization of bond premium, under certain circumstances an initial owner of a Bond may realize a taxable gain upon disposition of such a bond, even though such bond is sold or redeemed for an amount equal to the original owner's cost of acquiring such bond. All owners of Bonds are advised that they should consult with their own tax advisors with respect to the tax consequences of owning and disposing of Bonds, whether the disposition is pursuant to a sale of the Bonds or other transfer, or redemption.**]**

[*Original Issue Discount*

The initial public offering price of certain maturities of the Bonds (the "*Discount Bonds*"), as shown on the inside cover page hereof, is less than the amount payable on such Bonds at maturity. The difference between the amount of the Discount Bonds payable at maturity and the initial public offering price of the Discount Bonds will be treated as "original issue discount" for federal income tax purposes. The original issue discount on the Discount Bonds is treated as accruing over the respective terms of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on April 1 and October 1 with straight line interpolation between compounding dates. In the case of a purchaser who acquires the Discount Bonds in this offering, the amount of original issue discount accruing each period (calculated as described in the preceding sentence) constitutes interest which is excluded from gross income, alternative minimum taxable income and Idaho taxable income under the conditions and subject to the exceptions described in the preceding paragraphs and will be added to the owner's basis in the Discount Bonds. Such adjusted basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale or payment at maturity).

Beneficial Owners who purchase Discount Bonds in the initial offering at a price other than the original offering price shown on the inside cover page hereof and owners who purchase Discount Bonds after the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds. Beneficial Owners who are subject to state or local income taxation (other than Idaho state income taxation) should consult their tax advisor with respect to the state and local income tax consequences of ownership of the Discount Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.**]**

ESCROW VERIFICATION

The Arbitrage Group, Inc. will verify the accuracy of the mathematical computations concerning the adequacy of the maturing principal amounts of and interest earned on the government obligations, together with other escrowed moneys, to pay when due pursuant to prior redemption the redemption price of, and interest on, the Refunded Bonds and the mathematical computations of the yield on the 2015A Bonds and the yield on the government obligations purchased with a portion of the proceeds of the sale of the 2015A Bonds. Such verification shall be based in part upon information supplied by the Underwriter.

UNDERWRITING

The 2015A Bonds are being purchased by Barclays Capital Inc. (the "*Underwriter*"). The purchase contract provides that the Underwriter will purchase all of the 2015A Bonds, if any are purchased, at a price of $__________, representing the principal amount of the 2015A Bonds, plus original issuance premium of $_________. The University has agreed to pay Underwriter's fees of $__________ with respect to the 2015A Bonds.

The Underwriter may offer and sell the 2015A Bonds to certain dealers (including dealers depositing the 2015A Bonds in investment trusts) and others at prices lower than the initial offering prices (or prices corresponding to the yields) stated on the inside cover page hereof.

RATINGS

The University has applied for ratings from Moody's Investors Service and Standard & Poor's Financial Services LLC, a subsidiary of the McGraw-Hill Companies.

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the 2015A Bonds.

LITIGATION

The University has reported that, as of the date hereof, there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance or sale of the 2015A Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the 2015A Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University.

APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the 2015A Bonds are subject to the approval of Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of APPENDIX F hereto will be delivered with the 2015A Bonds. Certain legal matters will be passed upon for the University by the Office of General Counsel. Certain matters will be passed upon for the Underwriter by its counsel, Foster Pepper PLLC, and by Hawley Troxell Ennis & Hawley LLP, in its role as Disclosure Counsel to the University. Any opinion delivered by Foster Pepper PLLC will be limited in scope, addressed only to the Underwriter and cannot be relied upon by investors.

CONTINUING DISCLOSURE

The University will enter into a Continuing Disclosure Undertaking (the "*Undertaking*") for the benefit of the Beneficial Owners of the 2015A Bonds. Pursuant to the Undertaking, the

University will agree to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2 12 (the "*Rule*") adopted by the Securities and Exchange Commission (the "*Commission*"). The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX E to this Official Statement.

The University has materially complied with its continuing disclosure undertakings, however its filing was 17 days late for Fiscal Year 2013. The University has taken steps to ensure timely future compliance. See "APPENDIX E-PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING—Consequences of Failure of the University to Provide Information." A failure by the University to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2015A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2015A Bonds and their market price.

BOISE STATE UNIVERSITY

By____________________________

Bursar and Vice President
for Finance and Administration

APPENDIX A
AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY
FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2013

APPENDIX B

SCHEDULE OF STUDENT FEES

The following table sets forth the Student Fees of the University at the rates in effect for the current fiscal year. The amounts shown as Annual Estimated Revenue reflect the University's estimates based on actual collections for Fall 2014 and Spring 2015 and estimates of collections for Summer 2015. The University has requested a 3.5% fee increase for Fiscal Year 2016. The Board will approve a fee schedule for Fall 2015 and Spring and Summer 2016 at its April Board meeting, to be held April 15-16, 2015.

The University's estimates include certain assumptions concerning refunds, late fees and other variables with respect to individual fees, such that the annual estimated revenues of each fee are not the numerical product of the fee rates times a constant number for students paying such fees, but nonetheless represent the University's best estimate of fee revenues. The number of students used to calculate Estimated Annual Revenue is less than the total number of full time equivalent students as a result of the University's policy to provide fee waivers or discounts to certain scholarship recipients and to certain employees and spouses of certain employees. Full-time undergraduate students are defined as students taking 12 credit hours or more and full-time graduate students are defined as students taking nine credit hours or more per semester.

BOISE STATE UNIVERSITY
ESTIMATED SCHEDULE OF STUDENT FEES
FOR THE FISCAL YEAR ENDING JUNE 30, 2015[1]

	FULL TIME FEES[2]		PART TIME FEES[2]			
	RATE PER SEMESTER Fall and Spring	ANNUAL ESTIMATED REVENUE	RATE PER CREDIT HOUR Fall and Spring	RATE PER CREDIT HOUR Summer(3)	ANNUAL ESTIMATED REVENUE	TOTAL ANNUAL ESTIMATED REVENUE
TUITION	$2,310.25	$ 40,429,181	$169.25	$170.60	$ 26,030,287	66,459,468
FACILITY FEES						
General Building Fee	144.00	2,519,988	13.50	13.50	2,073,343	4,593,331
Capital Expen Reserve Fee	5.00	87,500			-	87,500
SUB Construction Fee	27.00	472,498	2.70	2.70	414,669	887,166
Residence Hall Construction Fee	57.00	997,495	5.70	5.70	875,412	1,872,907
Facilites Fees	260.00	4,549,978	23.70	22.50	3,607,243	8,157,221
Health and Wellness Ctr. Facility Fee	40.00	699,997	4.00	4.00	614,324	1,314,321
Subtotal Facility Fees	533.00	9,327,455	49.60	48.40	7,584,991	16,912,446.17
TECHNOLOGY FEES						
Information Technology Fee	99.25	1,736,867	9.45	9.45	1,451,340	3,188,207
Subtotal Technology Fees	99.25	1,736,867	9.45	9.45	1,451,340	3,188,207.01
ACTIVITY FEES						
Intercollegiate Athletics	113.10	1,979,241	10.75		1,358,720	3,337,960
Student Health Center	37.50	656,247	4.10	4.10	629,682	1,285,929
Student Union Operations	63.00	1,102,495	6.40	6.90	996,513	2,099,007
Student Life	0.20	3,500	0.13	0.13	19,966	23,466
Finance Office	3.25	56,875	0.38	0.38	58,361	115,235
Promtions & Marketing	6.87	120,224	0.67	0.67	102,899	223,124
Student Involvement & Leadership Center	19.68	344,398	2.02	2.02	310,234	654,632
Associated Student Body	12.00	209,999	1.65	1.65	253,409	463,408
University News	8.00	139,999	0.40	0.25	57,354	197,353
Student Program Board	6.00	104,999	0.50	0.50	76,790	181,790
Campus Recreation	51.75	905,621	5.02	5.40	781,308	1,686,929
Theatre Arts	2.00	35,000			-	35,000
Alumni Activities	3.25	56,875	0.30		37,918	94,792
Scholarships	15.00	262,499			-	262,499
Children's Center	7.00	122,499	0.70	0.70	107,507	230,006
Volunteer Services Board	1.90	33,250	0.10	0.10	15,358	48,608
Marching Band	12.00	209,999	1.30		164,310	374,309
Student Diversity and Inclusion	3.00	52,500	0.30	0.30	46,074	98,574
International Student Serv	0.25	4,375			-	4,375
Multicultural Student Services	0.50	8,750	0.05	0.05	7,679	16,429
MLK fee	1.50	26,250	0.15	0.15	23,037	49,287
Career Center	2.50	43,750	0.25	0.25	38,395	82,145
Spirit Squad	6.50	113,749	0.50		63,196	176,946
Women's Center	0.75	13,125	0.03		3,792	16,917
	377.50	6,606,218	35.70	23.55	5,152,502	11,758,720

TOTAL BOARD APPROVED FEES SUBJECT TO 10% ANNUAL INCREASE RESTRICTION [4]	$3,320.00	$ 58,099,722	$264.00	$252.00	$ 40,219,119	$ 98,318,841
OTHER FEES / TUITION						
Graduate / Professional	592.00	685,428	67.00	64.00	458,549	1,143,978
Non-resident Tuition (net of waivers)	6,426.00	18,333,793		64.00	516,625	18,850,419
Western Undergraduate Exchange Fee	1,660.00	2,499,960				2,499,960
In-Service				Varies	20,653	20,653
Faculty Staff Fees		16,491			4,052	20,543
Senior Citizen Fees		4,796			2,157	6,953
Self Support Programs	Varies	8,897,551			1,821,319	10,718,871
OTHER BOARD APPROVED FEES		30,438,020			2,823,356	33,261,376
OTHER CHARGES[5]	170.00	300,077			6,147,291	6,447,368
TOTAL PLEDGED STUDENT FEES		$ 88,837,818			$ 49,189,767	$ 138,027,584

(1) Includes actual fees and revenues for summer 2014 and the fall 2014 semester; and estimated fees and revenues for the spring 2015 semester.
(2) Full-time undergraduate fees are charged to undergraduate students taking 12 or more credit hours. Full-time Graduate fees are charged to graduate students taking nine or more credits. Part-time credit hour fees are charged to students taking 11 or fewer credit hours.
(3) For Summer, the part-time credit hour fee is charged regardless of the number of credits.
(4) Board policy limits requests for increases in these fees to 10% annually unless it grants special approval for such requests prior to the April fee-setting meeting.
(5) Board policy allows a variety of charges to be assessed by the University to support specific activities. These fees are only charged to students that engage in these particular activities. Examples include special course fees to supply labs and continuing education fees as well as fines for late payment, parking tickets or library charges. Fees for services such as orientation are also included in this line item.

APPENDIX C

Glossary Of Terms Used
In The Resolution And Official Statement

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

APPENDIX E
PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

APPENDIX F

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX G
BOOK ENTRY ONLY SYSTEM

T H E   D E P O S I T O R Y   T R U S T   C O M P A N Y

SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests

in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy the

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SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Providing for the Sale of

BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2015A

Adopted _______________, 2015

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SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2015A, of Boise State University; delegating authority to approve the terms and provisions of the Bonds in the principal amount of up to $_________; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2015A Bonds.

* * * * * *

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

WHEREAS, the Idaho State Board of Education, acting in its capacity as the Board of Trustees of the University (the "**Board**"), is authorized, pursuant to the Constitution of the State of Idaho, title 33, chapter 38, Idaho Code, and title 57, chapter 5, Idaho Code (collectively, the "**Act**"), to issue bonds to finance or refinance "projects," as defined in such Act; and

WHEREAS, on September 17, 1992, the Board adopted a resolution providing for the issuance of revenue bonds thereunder pursuant to supplemental resolutions thereof for future projects or refinancing purposes, which resolution has been amended and supplemented from time to time (as amended and supplemented, the "**Resolution**"); and

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue Additional Bonds (as defined in the Resolution) upon compliance with the requirements thereof; and

WHEREAS, (i) on April 21, 2005, the Board adopted a Supplemental Resolution providing for the issuance of $21,925,000 General Revenue and Refunding Bonds, Series 2005A, which were issued on May 5, 2005 (the "**2005A Bonds**"); (ii) on January 8, 2007, the Board adopted a Supplemental Resolution providing for the issuance of $96,365,000 General Revenue and Refunding Bonds, Series 2007A, which were issued on January 30, 2007 (the "**2007A Bonds**"); (iii) on February 22, 2007, the Board adopted a Supplemental Resolution providing for the issuance of $25,860,000 General Revenue Bonds, Series 2007B, which were issued on March 15, 2007 (the "**2007B Bonds**"); and (iv) on February 26, 2009, the Board adopted a Supplemental Resolution providing for the issuance of $42,595,000 General Revenue and Refunding Bonds, Series 2009A, which were issued on March 19, 2009 (the "**2009A Bonds**");

WHEREAS, Schedule 1 attached hereto specifically identifies certain of the 2005A Bonds, 2007A Bonds, 2007B Bonds and 2009A Bonds which are subject to refunding pursuant to the Resolution (the "**Refunding Candidates**"); and

WHEREAS, the Board has determined that (i) certain of the University's 2005A Bonds (the portion of such bonds to be refunded being referred to herein as the "**2005A Refunded Bonds**"), (ii) certain of the University's 2007A Bonds (the portion of such bonds to be refunded being referred to herein as the "**2007A Refunded Bonds"**), (iii) certain of the University's 2007B Bonds (the portion of such bonds to be refunded being referred to herein as the "**2007B Refunded Bonds,**"), and (iv) certain of the University's 2009A Bonds (the portion of such bonds to be refunded being referred to herein as the "**2009A Refunded Bonds**," and, collectively with the 2005A Refunded Bonds, the 2007A Refunded Bonds, and 2007B Refunded Bonds, the "**Refunded Bonds**"), may be refunded at a debt service savings to the University; and

WHEREAS, to provide funds to refund the Refunded Bonds and to pay the Costs of Issuance thereof, the Board desires to authorize the issuance of its General Revenue Refunding Bonds, Series 2015A (the "**Series 2015A Bonds**" or "**2015A Bonds**"); and

WHEREAS, pursuant to Section 57-235, Idaho Code, the Board desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the 2015A Bonds and other matters.

NOW, THEREFORE, be it resolved by the Board of Trustees of Boise State University as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions.

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

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

"**Bond Purchase Agreement**" means the Bond Purchase Agreement between the Board and the Underwriter in substantially the form authorized in Section 204 herein, setting forth the terms and conditions of the negotiated sale of the 2015A Bonds, the final version of which to be presented to the Delegated Officer of the University for approval and execution upon sale of the 2015A Bonds.

"**Bond Register**" means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the 2015A Bonds.

"**Book-Entry System**" means the book-entry system of registration of the 2015A Bonds described in Section 209 of this Supplemental Resolution.

"**Cede & Co.**" means Cede & Co., as nominee of DTC.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

"**Continuing Disclosure Undertaking**" means the Continuing Disclosure Undertaking with respect to the 2015A Bonds authorized by Section 204 of this Supplemental Resolution.

"**DTC**" means The Depository Trust Company, New York, New York.

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

"**Delegated Officer**" means the Bursar or President of the University.

"**Delegation Certificate**" means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the 2015A Bonds upon the sale thereof, substantially in the form of **Exhibit C** hereto.

"**Escrow Account**" means the account, or subaccounts thereunder, created under the Escrow Agreement for the refunding of the Refunded Bonds.

"**Escrow Agent**" means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

"**Escrow Agreement**" means the Escrow Agreement dated as of the date of delivery of the 2015A Bonds between the University and the Escrow Agent, providing for the defeasance and redemption of the Refunded Bonds, authorized by Section 401 of this Supplemental Resolution.

"**Escrow Securities**" shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, and including certificates evidencing ownership of serially maturing interest payments and principal payments on United States Treasury Notes or Bonds.

"**Refunded Bonds**" means the 2005A Refunded Bonds, the 2007A Refunded Bonds, the 2007B Refunded Bonds, and the 2009A Refunded Bonds in the principal amounts and maturing in the years specifically identified in the Delegation Certificate, as approved by the Delegated Officer upon sale of the 2015A Bonds.

"**Regulations**" means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

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

"**Resolution**" means the Resolution providing for the issuance of revenue bonds adopted by the Board on September 17, 1992, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution.

"**Securities Depository**" means DTC or any successor Securities Depository appointed pursuant to Section 210.

"**Supplemental Resolution**" means this Supplemental Resolution adopted by the Board on April ___, 2015, authorizing the issuance of the 2015A Bonds upon the sale thereof, setting forth certain requirements of the terms of sale of the 2015A Bonds, delegating authority to approve the final terms and provisions of the 2015A Bonds, and providing for related matters.

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., Denver, Colorado, as successor trustee, and its successors and permitted assigns pursuant to the Resolution, as paying agent, trustee, and registrar for the 2015A Bonds.

"**2015 Costs of Issuance Account**" means the account created pursuant to Section 301 of this Supplemental Resolution, to be established, held and administered by the Escrow Agent from which the Costs of Issuance of the 2015A Bonds shall be paid by the Escrow Agent.

"**Underwriter**" means Barclays Capital Inc.

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

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

Section 103. Effective Date. This Supplemental Resolution contemplates the issuance and sale of the 2015A Bonds through a delegation of authority as provided in Section 205 hereof. Unless the context clearly indicates otherwise -- for example, the provisions of Section 204(a) through Section 204(c) take effect upon adoption of this Supplemental Resolution-- this Supplemental Resolution shall not take effect and no provision thereof shall be binding upon the University unless and until the 2015A Bonds are sold and issued.

ARTICLE II
AUTHORIZATION, TERMS AND ISSUANCE OF 2015A Bonds

Section 201. Authorization of 2015A Bonds, Principal Amounts, Designation, and Confirmation of Pledged Revenues. In order to provide funds for refunding the Refunded Bonds, and to pay Costs of Issuance of the 2015A Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution and this Supplemental Resolution, one or more series of tax-exempt and/or taxable general revenue bonds are hereby authorized to be issued in the aggregate principal amount not exceeding $_____________. Each series of bonds shall be designated as follows: "General Revenue Refunding Bonds, Series 2015A." The 2015A Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of $5,000 each or any integral multiple thereof.

The 2015A Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

Section 203. Issue Date. The 2015A Bonds shall be dated the date of their original issuance and delivery.

Section 204. Authorization of Actions Preliminary to Sale of 2015A Bonds.

(a) The Board desires to sell the 2015A Bonds pursuant to negotiated sale to the Underwriter pursuant to the Act.

(b) The Preliminary Official Statement (the "**POS**"), in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the actions of the University, including the certification by the Bursar as to the "deemed finality" of the POS pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**") in connection with the offering of the 2015A Bonds, are hereby acknowledged, approved and ratified.

(c) The Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**, with such changes, omissions, insertions and revisions as the Delegated Officer shall approve, is hereby ratified and approved. Upon the sale of the 2015A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement to the Underwriter. The President of the University and the Bursar of the University are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

(d) Upon the sale of the Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the 2015A Bonds (thereafter referred to as the "**Official Statement**"), shall be approved and signed by the Bursar or President of the University to authorize delivery thereof to the Underwriter for distribution to prospective purchasers of the 2015A Bonds and other interested persons.

(e) In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the 2015A Bonds that the University and the Trustee, as disclosure agent thereunder, shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking in substantially the form attached hereto as **Exhibit B** is hereby ratified and approved in all respects, and the Board authorizes the Underwriter to include a copy thereof in the POS and Official Statement. Upon delivery of the 2015A Bonds, the Bursar or President of the University is hereby authorized to execute and deliver the Continuing Disclosure Undertaking. Such Continuing Disclosure Undertaking shall constitute the University's undertaking for compliance with Rule 15c2-12.

(f) The Escrow Agreement between the University and the Escrow Agent, in substantially the form attached hereto as **Exhibit E**, is hereby authorized and approved, and, prior to the issuance of the 2015A Bonds, the Bursar or President of the University is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement on behalf of the Board and the University, with such changes to the Escrow Agreement from the form presented to the Board as are approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with the Escrow Agreement or to carry out or give effect to the Escrow Agreement

Section 205. Sale of 2015A Bonds and Related Documents; Delegation Authority.

(a) Pursuant to Section 57-235, Idaho Code, as amended, the Board hereby delegates to the University's Bursar or President of the University (each acting solely, the "**Delegated Officer**") the power to make the following determinations on the date of sale of the 2015A Bonds, without any requirement that the members of the Board meet to approve such determinations, but subject to the limitations provided:

(i) The rates of interest to be borne on the 2015A Bonds, provided that the interest rates on the portion of the 2015A Bonds allocated to refunding the Refunded Bonds shall not exceed the rates that will achieve an aggregate dollar amount of savings on the Refunded Bonds, the net present value of which, computed using as a present value factor the yield (as defined in the Regulations) on the 2015A Bonds, shall equal not less than three percent (3.0%) of the principal amount of the Refunded Bonds taken as a whole.

(ii) The aggregate principal amount of the 2015A Bonds, including issuing the 2015A Bonds in one or more series at separate times if needed.

(iii) The amount of principal of the 2015A Bonds maturing, or subject to mandatory sinking fund redemption in any particular year, and the rate of interest accruing thereon.

(iv) The maturities and amounts of the Refunded Bonds.

(v) The final maturity of the 2015A Bonds; provided that the final maturity date of the 2015A Bonds shall not be later than the last maturity of the Refunded Bonds.

(vi) The price at which the Bonds will be sold (including any underwriter's discount, original issue premium and original issue discount), provided that the underwriter's discount shall not exceed 0.60% of the principal amount of the Bonds.

(vii) The dates, if any, on which, and the prices at which, the 2015A Bonds will be subject to optional redemption.

(viii) The terms of any contract for credit enhancement of the Bonds.

(b) Upon the sale of the 2015A Bonds, the Delegated Officer shall execute a Delegation Certificate substantially in the form attached hereto as **Exhibit C** reflecting the final terms and provisions of the 2015A Bonds and certifying that the final terms and provisions of the 2015A Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above.

Section 206. Execution and Delivery of 2015A Bonds. The 2015A Bonds shall be manually executed on behalf of the University by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board. The 2015A Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the Resolution and at such time and place as provided in, and subject to, the provisions of the Bond Purchase Agreement.

Section 207. Redemption of 2015A Bonds. Upon the sale of the 2015A Bonds, the 2015A Bonds will be subject to redemption pursuant to the terms of the Bond Purchase Agreement, as approved by the Delegated Officer, and if subject to redemption, the following provisions shall apply:

(a) Selection for Redemption. If less than all Series 2015A Bonds are to be redeemed, the particular maturities of such Series 2015A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the Series 2015A Bonds are to be redeemed, the Series 2015A Bonds to be redeemed will be selected by lot. If less than all of a Series 2015A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

(2) Notice of Redemption:

The Resolution requires the Trustee to give notice of any redemption of the 2015A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2015A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2015A Bonds, unless upon the giving of such notice such 2015A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2015A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such 2015A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Section 208. Form of 2015A Bonds. The 2015A Bonds are hereby authorized to be issued in the form set forth in **Exhibit D** attached hereto and incorporated herein by this reference, with such revisions and designations as required pursuant to the terms of sale thereof.

Section 209. Book-Entry Only System.

(a) The 2015A Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the 2015A Bonds, except in the event that the Trustee issues Replacement Bonds, as defined and provided below. It is anticipated that during the term of the 2015A Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the 2015A Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the 2015A Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if applicable, and interest on the 2015A Bonds and all notices with respect to the 2015A Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the 2015A Bonds, and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the Book-Entry System of the Securities Depository, the University shall execute, and the Trustee shall authenticate and deliver, one or more 2015 Bond certificates (the "**Replacement Bonds**") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the 2015A Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one 2015 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to 2015A Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

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

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the 2015A Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the 2015A Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the 2015A Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the 2015A Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Supplemental Resolution, which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a

Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 210. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the 2015A Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of 2015A Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III
CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS

Section 301. Creation of 2015 Cost of Issuance Account. There is hereby established in the hands of the Escrow Agent a separate account designated as the "2015 Cost of Issuance Account." Moneys in the Cost of Issuance Account shall be used for the payment of Costs of Issuance of the 2015A Bonds or, pending payment of costs, invested pursuant to the Escrow Agreement. Any moneys remaining in the Cost of Issuance Account forty-five (45) days after issuance of the 2015A Bonds shall be transferred promptly by the Escrow Agent to the University for deposit into the Bond Fund.

Section 302. Application of Proceeds of 2015A Bonds Upon Sale Thereof. Pursuant to the Written Certificate of the University to be delivered prior to the issuance of the 2015A Bonds, the proceeds of the sale of the 2015A Bonds (net of the Underwriter's fee for its services with respect to the 2015A Bonds) shall be deposited as follows:

(i) Proceeds of the Series 2015A Bonds in the amount reflected in the Written Certificate shall be wired to the Escrow Agent for deposit into the Escrow Account, in trust, which shall be directed by the University to be invested as contemplated by the Escrow Agreement and in accordance with the provisions of Section 57-504, Idaho Code (except for any amount to be retained as cash) to defease the Refunded Bonds.

(ii) Proceeds of the Series 2015A Bonds in the amount reflected in the Written Certificate shall be wired to the Escrow Agent for deposit into the 2015 Costs of Issuance Account to pay Costs of Issuance of the Series 2015A Bonds pursuant to Written Certificate of the University.

ARTICLE IV
REFUNDING

Section 401. Refunding and Defeasance of Refunded Bonds. In the event the 2015A Bonds are sold and issued pursuant to the authority delegated in Section 205 hereof, the Refunded Bonds shall be irrevocably called for redemption on their respective redemption dates and shall be refunded with proceeds of the 2015A Bonds, together with proceeds of investment, as provided in Section 302 hereof and in the Escrow Agreement. Notices of defeasance and redemption of the Refunded Bonds shall be given as provided in the Escrow Agreement and pursuant to the Resolution, the applicable Supplemental Resolutions, and the Representation Letter.

Pursuant to the Escrow Agreement the University shall irrevocably set aside for and pledge to the Refunded Bonds moneys and Escrow Securities in amounts which, together with known earned income from the Escrow Securities, will be sufficient in amount to pay the principal of, interest on, and any redemption premiums on the Refunded Bonds as the same become due and to redeem the Refunded Bonds on the respective redemption date. Based upon the foregoing as shall be verified by the report of The Arbitrage Group, Inc., the Refunded Bonds will be defeased upon deposit of such moneys and Escrow Securities immediately following the delivery of the 2015A Bonds.

After all the Refunded Bonds shall have become due and payable upon maturity or pursuant to call for redemption, any investments remaining in the Escrow Account shall be liquidated and any proceeds of liquidation over and above the amount necessary to be retained for the payment of Refunded Bonds not yet presented for payment, including interest due and payable, shall be paid over to the University for deposit into the Bond Fund.

Section 402. Escrow Securities. Pursuant to the Escrow Agreement, Escrow Securities shall be purchased with proceeds of the 2015A Bonds and deposited into the Escrow Account to defease the Refunded Bonds. In the event that state and local government series securities (SLGS) are not available for purchase, the Board authorizes a request for bids be issued on behalf of the University by a bidding agent (the "**Bidding Agent**"), to solicit bids to provide certain Escrow Securities purchased on the open market for deposit into the Escrow Account pursuant to the Escrow Agreement (the "**Open Market Securities**"). The University is authorized to direct that the Bidding Agent solicit bids for the Open Market Securities in a manner that will avail the University of the safe harbor for establishing the yield on the Escrow Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

Upon determination by the Bidding Agent of the best bid for providing the Open Market Securities, the Bursar of the University or President of the University is hereby authorized to accept the bid and to do or perform all such acts as may be necessary or advisable to evidence the University's acceptance and approval of the bid and to carry the same into effect.

The officials of the University are directed to obtain from the Bidding Agent prior to issuance of the 2015A Bonds, such certifications as shall be necessary to evidence the University's compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

ARTICLE V
MISCELLANEOUS

Section 501. Other Actions With Respect to 2015A Bonds. The officers and employees of the University shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the sale and issuance of the 2015A Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the 2015A Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Board or the Bursar shall be unavailable to execute the 2015A Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Board.

Section 502. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution or this Supplemental Resolution, should be contrary to law, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution, this Supplemental Resolution or the 2015A Bonds, but the holders of the 2015A Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 503. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

[The remainder of this page has been left blank intentionally;
the following page is the execution page.]

ADOPTED AND APPROVED this _____ day of April, 2015.

BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY

____
President

ATTEST:

____
Secretary

SCHEDULE 1

SCHEDULE OF REFUNDING CANDIDATES

Series 2005A Refunded Bonds: Call Date: [5/30/2015]

Year	Amount	Interest	CUSIP 097464
2016	$1,750,000	5.00%	XG1
2030**	205,000	4.50	XH9
2031**	215,000		
2032**	225,000		
2033**	235,000		
2034**	245,000		

****Mandatory redemption amount under term bond stated maturity of 2034**

Series 2007A Refunded Bonds: Call Date: 4/1/2017

Year	Amount	Interest	CUSIP 097464
2024*	$ 990,000	4.40	SU6
2025*	1,035,000	4.40	SV4
2026*	1,075,000	4.40	SW2
2027*	1,125,000	4.45	SX0
2028**	580,000	4.25	SY8
2029**	610,000		
2030**	635,000		
2031**	1,530,000		
2032**	2,550,000		
2033***	5,590,000	4.75	SZ5
2034******	3,275,000		
2035******	3,555,000		
2036******	3,725,000		
2037*	3,905,000	4.50	TA9

*** Partial redemption of serial bond**
****Partial redemption of mandatory redemption amount due under term bond stated maturity 4/1/2032**
***** Mandatory redemption amount due under term bond stated maturity 4/1/2036**
******Partial redemption of mandatory redemption amount due under term bond stated maturity 4/1/2036**

<u>Series 2007B Refunded Bonds</u>: Call Date: 4/1/2017

Year	Amount	Interest	CUSIP 097464
2019	$ 775,000	4.00	TJ0
2020	805,000	4.25	TK7
2021	840,000	4.25	TL5
2022	875,000	4.30	TM3
2023	910,000	4.40	TN1
2024	950,000	4.50	TP6
2025	995,000	4.50	TQ4
2026	1,040,000	4.50	TR2
2027	1,085,000	4.50	TS0
2028*	1,135,000	5.00	TT8
2029*	1,190,000		
2030*	1,250,000		
2031*	1,315,000		
2032*	1,380,000		
2033**	1,450,000	5.00	TU5
2034**	1,520,000		
2035**	1,595,000		
2036**	1,675,000		
2037**	1,760,000		

* **Mandatory redemption amount due under term bond stated maturity 4/1/2032**

** **Mandatory redemption amount due under term bond stated maturity 4/1/2037**

<u>Series 2009A Refunded Bonds</u>: Call Date: 4/1/2019

Year	Amount	Interest	CUSIP 097464
2023	$ 930,000	4.25%	UL3
2024	975,000	4.50	UM1
2025	1,015,000	4.50	UN9
2026	1,065,000	4.63	UP4
2027*	1105,000	4.75	UQ2
2028*	1,160,000		
2029*	1,215,000		

* **Mandatory redemption amount due under term bond stated maturity 4/1/29**

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2015A

THIS CONTINUING DISCLOSURE UNDERTAKING (the "Undertaking") is executed and delivered by Boise State University (the "Issuer") and The Bank of New York Mellon Trust Company, N.A. (the "Disclosure Agent") in connection with the issuance of $_________ General Revenue Refunding Bonds, Series 2015A (the "Series 2015A Bonds") being issued pursuant to a master Resolution providing for the issuance of General Revenue Bonds adopted September 17, 1992, as supplemented and amended, including by a Supplemental Resolution adopted _____________, 2015 (collectively, the "Resolution"). The Undertaking is executed and delivered as of the date set forth below in order for the Issuer to authorize and direct the Disclosure Agent, as the agent of the Issuer, to make certain information available to the public in compliance with Section (b)(5)(i) of Rule 15c2-12, as hereinafter defined.

WITNESSETH:

1. Background. The Issuer has resolved to issue the Bonds pursuant to the Resolution. The CUSIP number assigned to the final maturity of the Series 2015A Bonds is 097464___. [The CUSIP number assigned to the final maturity of the Series 2015B Bonds is 097464___].

2. Appointment of Disclosure Agent. The Issuer hereby appoints the Disclosure Agent and any successor Disclosure Agent acting as such under the Resolution as its agent under this Undertaking to disseminate the financial information and notices furnished by the Issuer hereunder in the manner and at the times as herein provided and to discharge the other duties assigned.

3. Annual Reports of the Issuer.

a. Provision of Annual Reports. The Issuer agrees, in accordance with the provisions of Rule 15c2-12, to provide or cause to be provided through the Repository, not later than 210 days following the close of each fiscal year of the Issuer (July 1 - June 30) for all fiscal years after June 30, 2014, the annual financial information and operating data (the "Annual Report") described in Section 3b herein. The Issuer further agrees, in accordance with Rule 15c2-12, to provide or cause to be provided in a timely manner through the Repository notice of any failure to provide or cause to be provided the Annual Report or any part thereof, as described in this paragraph.

b. Contents of Annual Report. The Annual Report shall include the audited financial statements of the Issuer prepared in accordance with generally accepted accounting principles, together with the report thereon of the Issuer's independent auditors, beginning with the fiscal year after June 30, 2014. If audited financial statements are not available by the time specified herein, unaudited financial statements will be provided and audited financial statements will be provided when, and if, available. The Issuer shall include with each submission a written representation addressed to the Disclosure Agent to the effect that the financial statements are the financial statements required by this Undertaking and that they comply with the applicable requirements of this Undertaking. For the purposes of determining whether information received from the Issuer is the required financial statements, the Disclosure Agent shall be entitled conclusively to rely on the Issuer's written representation made pursuant to this Section.

The Annual Report shall also include the other financial, statistical and operating data for said fiscal year of the Issuer in the form and scope similar to the financial, statistical, and operating data contained in the Official Statement, specifically the tables and/or information contained under the following headings and subheadings of the Official Statement:

- Updated Table entitled "Pledged Revenues and Revenues Available for Debt Service" in the Section entitled "SECURITY FOR THE BONDS - HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE."
- Updated Table entitled "Enrollment and Graduation Statistics" in the Section entitled "THE UNIVERSITY - STUDENT BODY."
- Updated Table entitled "State General Fund Appropriations" in the Section entitled "FINANCIAL INFORMATION REGARDING THE UNIVERSITY - STATE APPROPRIATIONS."
- Updated Table entitled "Federally Funded Expenditures" in the Section entitled "FINANCIAL INFORMATION REGARDING THE UNIVERSITY - GRANTS AND CONTRACTS."
- Updated Appendix B entitled "SCHEDULE OF STUDENT FEES."

Any or all of the items listed above in Sections 3a or 3b may be included by specific reference to documents available to the public on the Repository or filed with the SEC.

4. **<u>Notice of Certain Events</u>**. The Issuer agrees, in accordance with the provisions of Rule 15c2-12, to provide or cause to be provided through the Repository, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies (which for the purpose of this Undertaking shall mean the Issuer's failure to provide funds to the Trustee for payments of principal and interest at the times specified in the Resolution);

(2) Nonpayment-related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of Bond holders, if material;

(8) Bond calls, if material, and tender offers:

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the Issuer;[1]

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and

(15) In a timely manner, notice of a failure of the Issuer or the obligated person to provide the required annual financial information and operating data specified in Sections 3.a and 3.b above, on or before the date specified therein.

The Disclosure Agent shall attempt to promptly advise the Issuer whenever, in the course of performing its duties as Trustee under the Resolution, the Disclosure Agent identifies an occurrence which would require the Issuer to provide a notice of the occurrence of any of the events listed in this Section 4; provided that the failure of the Disclosure Agent so to advise the Issuer of such occurrence shall not constitute a breach by the Disclosure Agent of any of its

[1] For the purposes of the event identified in paragraph (12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of an obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of an obligated person.

duties and responsibilities hereunder or under the Resolution and the Disclosure Agent shall not be required to assess the materiality of such occurrence in advising the Issuer of such occurrence.

5. <u>Manner and Time by Which Information is to be made Public by the Disclosure Agent.</u>

The information required to be provided by the Issuer pursuant to Section 3 hereof shall be referred to as the Continuous Disclosure Information (the "Continuous Disclosure Information"), and the notices required to be provided by the Issuer pursuant to Section 4 hereof shall be referred to as the Event Information (the "Event Information").

After the receipt of any Continuous Disclosure Information or any Event Information from the Issuer, the Disclosure Agent will deliver the information as provided in this Section 5.

a. <u>Manner and Time of Delivery</u>. It shall be the Disclosure Agent's duty:

(1) to deliver the Continuous Disclosure Information to the Repository once it is received from the Issuer not later than five (5) days after receipt thereof;

(2) to deliver the Event Information to the Repository as soon as possible following receipt from the Issuer, but in no event later than the next business day;

(3) to determine the identity and address of the Repository to which Continuous Disclosure Information and Event Information must be sent under rules and regulations promulgated by the MSRB or by the SEC.

The Issuer shall deliver Continuous Disclosure Information and Event Information to the Disclosure Agent in a timely manner so that the Disclosure Agent can deliver such information to the Repository.

b. <u>Limitation of Disclosure Agent's Duty</u>. The Disclosure Agent shall have no duty or obligation to disclose to the Repository any information other than (i) Continuous Disclosure Information that the Disclosure Agent actually has received from the Issuer and (ii) Event Information about which the Disclosure Agent has received notice from the Issuer. Any such disclosures shall be required to be made only as and when specified in this Undertaking. The Disclosure Agent's duties and obligations are only those specifically set forth in this Undertaking, and the Disclosure Agent shall have no implied duties or obligations. It is understood and agreed that any information that the Disclosure Agent may be instructed to file with the MSRB shall be prepared and provided to it by the Issuer. The fact that the Disclosure Agent or any affiliate thereof may have any fiduciary or banking relationship with the Issuer shall not be construed to mean that the Disclosure Agent has actual knowledge of any event or condition. The Disclosure Agent shall be afforded all of the rights and protections hereunder accorded to it in its role as Trustee under the Resolution.

c. <u>Form of Disclosure</u>. All Continuous Disclosure Information and Event Information, or other financial information and notices pursuant to this Undertaking are to be provided to the Repository in electronic PDF format (word-searchable) as prescribed by the MSRB. All documents provided to the MSRB pursuant to this Undertaking must be accompanied by identifying information as prescribed by the MSRB, which the Issuer shall provide to the Disclosure Agent in a timely manner.

6. Indemnification. The Disclosure Agent shall have no obligation to examine or review the Continuous Disclosure Information and shall have no liability or responsibility for the compliance of this Undertaking with Rule 15c2-12 or the accurateness or completeness of the Continuous Disclosure Information disseminated by the Disclosure Agent hereunder. The Continuous Disclosure Information shall contain a legend to such effect.

7. Compensation. The Issuer hereby agrees to compensate the Disclosure Agent for the services provided and the expenses incurred pursuant to this Undertaking in an amount to be agreed upon from time to time hereunder. Such compensation shall be in addition to any fees previously agreed upon with respect to the fiduciary services of the Disclosure Agent in its capacity as Trustee under the Resolution.

8. Enforcement. The obligations of the Issuer under this Undertaking shall be for the benefit of the registered and beneficial holders of the Bonds. Any holder of the Bonds then outstanding, including any Beneficial Owner (as defined in the Resolution) of the Bonds, may enforce specific performance of such obligations by any judicial proceeding available. However, any failure by the Issuer to perform in accordance with this Undertaking shall not constitute a default under the Resolution. Neither the Issuer nor the Disclosure Agent shall have any power or duty to enforce this Undertaking.

This Undertaking shall inure solely to the benefit of the Issuer, the Disclosure Agent, the participating Underwriter of the Bonds, and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

9. Definitions. As used herein, the following terms shall have the following meanings:

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Official Statement" shall mean the final Official Statement relating to the Bonds dated _____________, 2015.

"Obligated person" as defined in Rule 15c2-12 shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Repository" shall mean the MSRB through its Electronic Municipal Market Access system ("EMMA") at http://emma.msrb.org, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

"SEC" shall mean the Securities and Exchange Commission.

10. <u>Amendments and Termination</u>. This Undertaking may be amended with the mutual agreement of the Issuer and the Disclosure Agent and without the consent of any registered or beneficial holders of the Bonds under the following conditions:

a. the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted; and

b. this Undertaking, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances, as evidenced by an opinion of counsel delivered to Disclosure Agent.

Any party to this Undertaking may terminate this Undertaking by giving written notice of an intent to terminate to the other parties at least thirty (30) days prior to such termination, provided that no such termination shall relieve the obligation of the Issuer to comply with Rule 15c2-12(b)(5) either through a successor agent or otherwise.

The Issuer's next annual financial report must explain, in narrative form, the reasons for any such amendment or termination of the undertaking contained in this Undertaking and the impact, as applicable, of any change in the type of operating data or financial information being provided or, in the case of accounting principles, the presentation of such operating data or financial information.

The undertaking contained in this Undertaking shall be in effect from and after the issuance and delivery of the Bonds and shall extend to the earlier of (i) the date all principal and interest on the Bonds shall have been paid pursuant to the terms of the Resolution; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 that require this written undertaking (a) are held to be invalid by a court of competent jurisdiction in a nonappealable action, (b) have been repealed retroactively, or (c) in the opinion of counsel who is an expert in federal securities laws, acceptable to the Issuer or the Disclosure Agent, otherwise, do not apply to the Bonds. The Issuer shall notify the Repository if this Undertaking is terminated pursuant to (iii), above.

11. <u>Successor Disclosure Agent</u>. Upon the transfer of the duties created under the Resolution from the current Disclosure Agent in its capacity as Trustee, to a successor Disclosure Agent, in its capacity as successor trustee, such successor Disclosure Agent shall succeed to the duties under this Undertaking without any further action on the part of any party, and the then current Disclosure Agent shall have no further duties or obligations upon the transfer to a successor Disclosure Agent. Such Successor Disclosure Agent may terminate this Undertaking or cause it to be amended as provided in Section 10 hereof.

12. **Additional Information**. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating (or causing the Disclosure Agent to disseminate) any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Continuous Disclosure Information or notice of the occurrence of any Event Information, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Continuous Disclosure Information or Event Information in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Continuous Disclosure Information or notice of occurrence of any Event Information.

If the Issuer provides to the Disclosure Agent information relating to the Issuer or the Bonds, which information is not designated as Event Information, and directs the Disclosure Agent to provide such information to the Repository, the Disclosure Agent shall provide such information in a timely manner to the Repository.

13. **Notices**. Notices and the required information under this Undertaking shall be given to the parties at their addresses set forth below under their signatures or at such places as the parties to this Undertaking may designate from time to time.

14. **Counterparts**. This Undertaking may be executed in one or more counterparts, and each such instrument shall constitute an original counterpart of this Undertaking.

15. **Governing Law**. This Undertaking shall be governed by the laws of the State of Idaho and Rule 15c2-12.

[Signatures on following page]

IN WITNESS WHEREOF, the Issuer and the Disclosure Agent have caused this Undertaking to be executed and delivered by a duly authorized officer of each of them, all as of this ____ day of __________, 2015.

ISSUER: BOISE STATE UNIVERSITY

By: ________________________________
Bursar

Notice Address:
Attn: Bursar
1910 University Drive
Boise, ID 83725

DISCLOSURE AGENT: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: ________________________________
Title:________________________________

Notice Address:
1775 Sherman Street, Suite 2775
Denver, CO 80203

EXHIBIT C

FORM OF DELEGATION CERTIFICATE

CERTIFICATE AS TO BOND PRICING AND RELATED MATTERS

The undersigned official of Boise State University (the "University"), does hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Supplemental Resolution, hereinafter defined):

1. The undersigned is familiar with the Supplemental Resolution of the University adopted on ________, 2015 (the "Supplemental Resolution") to authorize issuance of the University's General Obligation Refunding Bonds, Series 2015A (the "Bonds") and related documents, which Bonds were sold this date to Barclays Capital Inc. (the "Underwriter").

2. Section 205 of the Supplemental Resolution delegated to the undersigned, as Delegated Officer, the power to make certain determinations on the date of sale of the Bonds.

3. Pursuant to such delegation, the Delegated Officer hereby determines as follows:

(a) Details of the terms of the Bonds are reflected in the final bond sale number schedules provided by the Underwriter on this date, which schedules are attached as Exhibit A hereto.

(b) Details of the Refunded Bonds are reflected in Exhibit A.

(c) The aggregate dollar amount of savings in the University's debt service resulting from the sale of the Bonds as shown on Exhibit A is $__________. The yield on the Bonds as shown on Exhibit A is ________%. The present value of the savings using the yield as the discount rate is $___________, and such present value amount is ___________% of the principal amount of the Refunded Bonds taken as a whole, which is greater than 3.0%

(d) The aggregate principal amount of the Bonds is $__________.

(e) The final maturity of the Bonds is _________, 20__, which is not later than ______________, 20__, the final maturity of the Refunded Bonds.

(f) The Bonds were sold at the purchase price of $___________, representing the principal amount thereof, plus premium in the amount of $__________, less underwriter's discount of $_________. The underwriter's discount is _____% of the principal amount of the Bonds, which does not exceed 0.60% of the principal amount of the Bonds.

(g) The Bonds are subject to optional redemption as follows: ____.

(h) Credit enhancement on the Bonds consists of:____.

4. The undersigned Delegated Officer hereby certifies that the final terms and provisions of the Bonds, as described in the attached Exhibit A, are consistent with, not in excess of and no less favorable than the terms set forth in Section 205 of the Supplemental Resolution.

5. The undersigned Delegated Officer has therefore executed and delivered the Bond Purchase Agreement to the Underwriter this date.

DATED: __________, 2015.

BOISE STATE UNIVERSITY

By: ____
Title:___________________________

EXHIBIT A

FINAL NUMBERS PROVIDED BY UNDERWRITER

EXHIBIT D

[FORM OF 2015A BONDS]

R-_____ $_______________

UNITED STATES OF AMERICA
STATE OF IDAHO

BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS,
SERIES 2015A

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
______%	April 1, ______	________, 2015	097464____

Registered Owner: CEDE & CO.

Principal Amount: ____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on October 1, 2015, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

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

Principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "Bond Register") maintained by The Bank of New York Mellon Trust Company, N.A., Denver, Colorado (the "Trustee"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the 15th day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid to such registered owner on the due date, by check or draft of the Trustee or by wire or other transfer, at the address appearing on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee on or after the date of maturity or prior redemption.

This Bond is one of the General Revenue Refunding Bonds, Series 2015A (the "Bonds") of the University issued in the aggregate principal amount of $_______________ for the purpose of refunding certain outstanding Bonds of the University and paying Costs of Issuance thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly title 33, chapter 38, Idaho Code, title 57, chapter 5, Idaho Code, and a Resolution providing for the issuance of revenue bonds, duly adopted and authorized by the Board of Trustees of the University (the "Board") on September 17, 1992, as previously supplemented and amended, and as further supplemented and amended by a Supplemental Resolution adopted by the Board on April ___, 2015, authorizing the issuance of the Bonds (collectively, the "Resolution"). All capitalized terms used in this Bond and not defined herein shall have the meanings of such terms as defined in the Resolution.

[Final redemption provisions to be inserted]

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

The Bonds are initially issued in the form of a separate certificated, fully-registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

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

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

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

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

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

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board, and the official seal of the University to be imprinted hereon, as of this ____ day of _____, 2015.

BOARD OF TRUSTEES
BOISE STATE UNIVERSITY

By: ________________________________
President
Board of Trustees

By: ________________________________
Bursar

ATTESTED BY:

____
Secretary to Board of Trustees

[SEAL]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Boise State University General Revenue Refunding Bonds, Series 2015A, described in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: ______________________________
Authorized Signature

Date of Authentication: ____________________________

* * * * * *

[FORM OF ASSIGNMENT]

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entirety
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - under Uniform Transfers to Minors Act

______________ ______________
(Cust) (Minor)

____
(State)

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

For value received ____ hereby sells, assigns and transfers unto

INSERT SOCIAL SECURITY OR
OTHER IDENTIFING NUMBER OF ASSIGNEE

____
(Please Print or Typewrite Name and Address of Assignee)

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

Dated: ____________________ Signature: ________________________

Signature Guaranteed: ____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

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

* * * * * *

EXHIBIT E

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

BETWEEN

BOISE STATE UNIVERSITY

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
As Escrow Agent

DATED: _______, 2015

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of _______, 2015 (this "Agreement"), between Boise State University (the "University") and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America (the "Escrow Agent"), for and in consideration of the mutual covenants herein contained and in consideration of the Escrow Agent's fee paid by the University to the Escrow Agent, the receipt whereof is hereby acknowledged.

W I T N E S S E T H:

ARTICLE 1
DEFINITIONS

In addition to the terms defined in the preamble of this Agreement, the following terms shall have the meanings set forth below unless the context or use clearly indicates another or different meaning. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Resolution or Supplemental Resolution.

"Board" means the Idaho State Board of Education, acting in its capacity as the Board of Trustees of the University.

"Bond Fund" means the Debt Service Account established under the Resolution.

"Code" means the Internal Revenue Code of 1986, as amended.

"Escrow Account" means the irrevocable trust account created by this Agreement, and to be established, held and administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrow Securities" shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, and including certificates evidencing ownership of serially maturing interest payments and principal payments on United States Treasury Notes or Bonds.

"Government Obligations" means direct obligations of the United States of America or other securities the principal of and interest of which are unconditionally guaranteed by the United States of America.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., as the successor paying agent for the Refunded Bonds.

"Redemption Date" means, with respect to the Series 2005A Refunded Bonds, April 1, 2015, with respect to the Series 2007A Refunded Bonds and Series 2007B Refunded Bonds, April 1, 2017, and with respect to the Series 2009A Refunded Bonds, April 1, 2019.

"Refunded Bonds" means, collectively, the Series 2005A Refunded Bonds, the Series 2007A Refunded Bonds, the 2007B Refunded Bonds and the 2009A Refunded Bonds.

"Report" means the opinion and report of The Arbitrage Group, Inc., delivered simultaneously herewith, a copy of which is attached hereto as Exhibit D.

"Resolution" means the Resolution providing for the issuance of general revenue bonds, adopted by the Board on September 17, 1992, as amended and supplemented, including by the Supplemental Resolution.

"Series 2015A Bonds" means the University's General Revenue Refunding Bonds, Series 2015A in the principal amount of $________.

"Series 2005A Refunded Bonds" means the University's General Revenue and Refunding Bonds, Series 2005A issued May 5, 2005, as specifically identified on Exhibit A-1 attached hereto.

"Series 2009A Refunded Bonds" means the University's General Revenue and Refunding Bonds, Series 2009A issued March 19, 2009, as specifically identified on Exhibit A-1 attached hereto.

"Series 2007A Bonds" means the University's General Revenue and Refunding Bonds, Series 2007A, issued January 30, 2007, in the original principal amount of $96,365,000.

"Series 2007A Refunded Bonds" means the University's Series 2007A Bonds, as specifically identified on Exhibit A-1 attached hereto.

"Series 2007B Refunded Bonds" means the University's General Revenue Bonds, Series 2007B, issued March 15, 2007, as specifically identified on Exhibit A-1 attached hereto.

"Supplemental Resolution" means the Supplemental Resolution adopted by the Board on ______, 2015, authorizing the issuance and sale of the Series 2015A Bonds and, among other things, the refunding of the Refunded Bonds.

"2015 Costs of Issuance Account" means the account created by the Supplemental Resolution, and established, held and administered by the Escrow Agent pursuant to the provisions hereunder.

ARTICLE 2
RECITALS

2.1 The Board has duly adopted the Supplemental Resolution authorizing the execution and delivery of this Agreement and the issuance of the Series 2015A Bonds for the purpose of refunding the Refunded Bonds. The Resolution provides that a portion of the proceeds from the sale of the Series 2015A Bonds shall, simultaneously with the delivery of the Series 2015A Bonds, be deposited with the Escrow Agent in trust in accordance with the provisions of this Agreement.

2.2 The Refunded Bonds are payable at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., as the successor Paying Agent thereof.

2.3 The Refunded Bonds are subject to redemption on their respective Redemption Dates at a price of 100% of the principal amounts thereof, plus accrued interest thereon to the applicable Redemption Date.

ARTICLE 3
CREATION OF ESCROW

3.1 The Escrow Agent has created on its books the Escrow Account as an irrevocable Escrow Account with respect to the Refunded Bonds. The Escrow Agent hereby agrees that, upon receipt thereof, it will deposit to the credit of the Escrow Account the funds and Escrow Securities described in Exhibit A attached hereto. The beginning deposits and the Escrow Securities are to be held in the Escrow Account for the University for the benefit of the owners of the respective Refunded Bonds to pay the principal or redemption price of and interest on the Refunded Bonds as the same fall due on each interest payment date and respective Redemption Date, as set forth in the cash flow schedules to the Report, attached hereto as Exhibit D, and the same are hereby irrevocably pledged to the payment of the principal or redemption price of and interest on the Refunded Bonds in accordance herewith.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the University with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the University. In the absence of investment instructions from the University, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the University's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.2 The Escrow Securities deposited into the Escrow Account pursuant to Section 3.1 hereof, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Account, (b) shall be applied in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of principal or redemption price of and interest on the respective Refunded Bonds, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.3 hereof. When the final transfers have been made for such payment, any balance then remaining in the Escrow Account shall be transferred to the University for deposit into the Bond Fund and used to pay debt service on the Series 2015A Bonds, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

3.3 The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Account the amounts required to pay, in its capacity as successor Paying Agent for the Refunded Bonds, the principal or redemption price of and interest on the respective Refunded Bonds, in the amounts and at the times shown in the Report attached hereto as Exhibit D.

3.4 [(a) To facilitate the defeasance and redemption of portions of the Series 2007A Bonds maturing April 1, 2024 through April 1, 2027, inclusive (the "Defeased Serial Bonds"), the University shall issue the following bonds with the noted CUSIP numbers, representing the Defeased 2007A Serial Bonds and the remaining principal of the non-defeased portions of such Series 2007A Bonds (the "Non-Defeased 2007A Serial Bonds"):

Maturity Date April 1	Original Principal	CUSIP 097464	Defeased Serial Bonds	CUSIP 097464	Non-Defeased Serial Bonds	CUSIP 097464
2024	$3,580,000	SU6	$ 990,000		$2,590,000	
2025	3,740,000	SV4	1,035,000		2,705,000	
2026	3,900,000	SW2	1,075,000		2,825,000	
2027	4,075,000	SX0	1,125,000		2,950,000	

The University deems the Series 2007A Bonds under CUSIP Nos. 097464SU6, SV4, SW2, SX0 cancelled upon issuance of the above Defeased 2007A Serial Bonds and Non-Defeased 2007A Serial Bonds, and instructs the Escrow Agent, as successor paying agent for the Series 2007A Bonds, to record the cancellation of the Series 2007A Bonds under such CUSIP numbers, and to authenticate and record the newly-issued Series 2007A Bonds outlined above in the Bond Register for the Series 2007A Bonds. The Escrow Agent shall safekeep the newly-issued Series 2007A Bonds pursuant to the Depository Trust Company's Fast Automated Securities Transfer System.]

(b) [To facilitate the defeasance and redemption of the portions of mandatory redemption amounts of the Series 2007A Bond, maturing April 1, 2032 (the "2032 Term Bond"), CUSIP No. 097464SY8, the University shall issue the following bonds with the noted CUSIP numbers, representing the defeased portion of certain mandatory redemption amounts of the 2032 Term

Bond (the "Defeased 2032 Term Bond") and the remaining non-defeased mandatory redemption amounts of the 2032 Term Bond (the "Non-Defeased 2032 Term Bond"):

April 1 Year	Mandatory Redemption Amount CUSIP 097464SY8	Defeased Redemption Amounts CUSIP 097464___	Non-Defeased Redemption Amounts CUSIP 097464___
2028	$4,250,000	$580,000	
2029	4,440,000	610,000	
2030	4,620,000	635,000	
2031	7,820,000	1,530,000	
2032	5,150,000	2,550,000	
Defeased:		$	
Non-Defeased:			$

The University deems the Series 2007A Bond under CUSIP No. 097464SY8 cancelled upon issuance of the Defeased 2032 Term Bond and Non-Defeased 2032 Term Bond, and instructs the Escrow Agent to record the cancellation of the Series 2007A Bond under such CUSIP No. 097464SY8, and to authenticate and record the newly-issued Defeased 2032 Term Bond and Non-Defeased 2032 Term Bond under CUSIP Nos. _________ and __________, respectively, in the Bond Register for the Series 2007A Bonds. The Escrow Agent shall safekeep the newly-issued Series 2007A Bonds pursuant to the Depository Trust Company's Fast Automated Securities Transfer System.]

(c) [To facilitate the defeasance and redemption of the portions of mandatory redemption amounts of the Series 2007A Bond, maturing April 1, 2036 (the "2036 Term Bond"), CUSIP No. 097464SZ5, the University shall issue the following bonds with the noted CUSIP numbers, representing the defeased portion of certain mandatory redemption amounts of the 2036 Term Bond (the "Defeased 2036 Term Bond") and the remaining non-defeased mandatory redemption amounts of the 2036 Term Bond (the "Non-Defeased 2036 Term Bond"):

April 1 Year	Mandatory Redemption Amount CUSIP 097464SZ5	Defeased Redemption Amounts CUSIP 097464___	Non-Defeased Redemption Amounts CUSIP 097464___
2033	$4,250,000	$5,590,000	
2034	4,440,000	3,275,000	
2035	4,620,000	3,555,000	
2036	7,820,000	3,725,000	
Defeased:		$	

Non-Defeased: $

The University deems the Series 2007A Bond under CUSIP No. 097464SZ5 cancelled upon issuance of the Defeased 2036 Term Bond and Non-Defeased 2036 Term Bond, and instructs the Escrow Agent to record the cancellation of the Series 2007A Bond under such CUSIP No. 097464SZ5, and to authenticate and record the newly-issued Defeased 2036 Term Bond and Non-Defeased 2036 Term Bond under CUSIP Nos. _________ and __________, respectively, in the Bond Register for the Series 2007A Bonds. The Escrow Agent shall safekeep the newly-issued Series 2007A Bonds pursuant to the Depository Trust Company's Fast Automated Securities Transfer System.]

(d) [To facilitate the defeasance and redemption of a portion of the Series 2007A Bonds maturing April 1, 2037 (the "Defeased 2037 Serial Bond"), the University shall issue the following bonds with the noted CUSIP numbers, representing the Defeased 2037 Serial Bond and the remaining principal of the non-defeased portion (the "Non-Defeased 2037 Serial Bonds"):

Maturity Date April 1	Original Principal	CUSIP 097464	Defeased Serial Bonds	CUSIP 097464	Non-Defeased Serial Bonds	CUSIP 097464
2037	$7,880,000	TA9	$ 3,905,000		$3,975,000	

The University deems the Series 2007A Bonds under CUSIP Nos. 097464TA9 cancelled upon issuance of the above Defeased 2037 Serial Bond and Non-Defeased 2037 Serial Bond, and instructs the Escrow Agent to record the cancellation of the Series 2007A Bond under such CUSIP number, and to authenticate and record the newly-issued Series 2007A Bonds outlined above in the Bond Register for the Series 2007A Bonds. The Escrow Agent shall safekeep the newly-issued Series 2007A Bonds pursuant to the Depository Trust Company's Fast Automated Securities Transfer System.]

ARTICLE 4
PAYMENT OF THE COSTS OF ISSUANCE

The University represents and warrants to the Escrow Agent that the University has established under the Supplemental Resolution an account designated the "2015 Costs of Issuance Account" to be held by the Escrow Agent, and that, upon delivery of the 2015A Bonds, there shall be on deposit therein sums to pay certain of the costs of issuing the 2015A Bonds. As directed in a Written Certificate by the University, the Escrow Agent shall disburse monies from the Cost of Issuance Account upon receipt of invoices for payment. Pending payment of the costs of issuance, the monies held in the Cost of Issuance Account shall be invested by the Escrow Agent in investments as may be directed in writing by the University, which shall be investments permitted under Section 67-1210, Idaho Code, with any interest received on such investments to remain in the Cost of Issuance Account. After payment of costs of issuance or no later than forty-five (45) days after issuance of the 2015A Bonds, any excess monies remaining in the Cost of Issuance Account shall be transferred promptly by the Escrow Agent to the University for deposit into the Bond Fund under the Resolution.

ARTICLE 5
COVENANTS OF ESCROW AGENT

5.1 The Escrow Agent covenants and agrees with the University as follows:

(a) The Escrow Agent will hold the Escrow Securities and all interest income or profit derived therefrom and all uninvested deposits in an irrevocable segregated and separate trust fund account solely and exclusively for the purposes for which escrowed.

(b) The Escrow Agent, at the written direction of the University, shall invest any uninvested cash in the Escrow Account in Government Obligations to mature when needed, as set forth in the cash flow schedules to the Report; provided, however, that Government Obligations shall be purchased only if there is an established market for such securities and the market price is paid therefor. In the event moneys cannot be invested as described in the preceding sentence due to the denomination, price or availability of such investments, such amounts shall be held uninvested. The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure the same in accordance with applicable law for the securing of public funds.

(c) The Escrow Agent shall be under no duty to affirmatively inquire whether the Escrow Securities as deposited are properly invested under Section 148 of the Code, as applicable. The Escrow Agent may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder, and may conclusively rely on the investment direction of the University as to the legality of the Escrow Securities hereunder and under Section 57-504 of the Idaho Code.

(d) The Escrow Agent, as Escrow Agent and as successor Paying Agent for the Refunded Bonds, will promptly collect all principal, interest or profit from the Escrow Securities and apply the same as necessary to the payment of the principal or redemption price of and interest on the respective Refunded Bonds, as the same become due on each interest payment date and Redemption Date.

(e) No fees of the Escrow Agent, or of the Escrow Agent in its capacity as successor Paying Agent for the Refunded Bonds or the Series 2015A Bonds, or any other charges, may be paid from the money or Escrow Securities in the Escrow Account prior to retirement of the Refunded Bonds. Neither the Escrow Agent nor the Escrow Agent in its capacity as Paying Agent for the Refunded Bonds or the Series 2015A Bonds will have any lien on or with respect to the money or Escrow Securities in the Escrow Account.

(f) The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful misconduct, and shall be under no obligation to institute any suit, action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be a defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified, to the extent permitted by law, by the University to the Escrow Agent's satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

(g) The Escrow Agent will submit to the University a statement within 45 days after April 1 of each year, commencing April 1, 2016 itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding 12-month period (or longer period from the date of execution hereof to April 1, 2016), and also listing the Escrow Securities on deposit therewith on the date of such report, including all moneys received as interest on or profit from the collection of the Escrow Securities.

(h) If at any time it shall appear to the Escrow Agent that the available proceeds of the Escrow Securities and deposits in the Escrow Account will not be sufficient to make any payment due to the owners or holders of any of the Refunded Bonds, the Escrow Agent shall notify the University not less than five (5) days prior to such date, and the University agrees that it will, from any funds legally available for such purpose, make up any anticipated deficit related to the Refunded Bonds so that no default in the making of any such payment will occur.

(i) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(j) The Escrow Agent may at any time resign by giving at least sixty (60) days written notice of resignation to the University. Upon receiving such notice of resignation, the University shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the University, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

(k) Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

(l) To the extent permitted by Idaho law and subject to the limitations of liability in the Idaho Tort Claims Act, Sections 6-901 through 6-929, Idaho Code, inclusive, the University hereby agrees to indemnify and hold harmless the Escrow Agent and its officers, directors, agents and employees from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with this Agreement, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Escrow Agent, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. Nothing herein shall be deemed to constitute a waiver by the University of any privilege, protection, or immunity otherwise afforded to it under the Idaho Constitution, Idaho Tort Claims Act, or other applicable law. Nothing contained herein shall be deemed a waiver of University's sovereign immunity, which is hereby expressly retained. The indemnifications set forth herein shall survive the termination of this Agreement and/or the earlier resignation or removal of the Escrow Agent.

(m) The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the University elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The University agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the University; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

ARTICLE 6
COVENANTS OF UNIVERSITY

6.1 The University covenants and agrees with the Escrow Agent as follows:

(a) The recitals herein and in the proceedings authorizing the Series 2015A Bonds shall be taken as statements of the University and shall not be considered as made by, or imposing any obligation or liability upon the Escrow Agent.

(b) Except as herein otherwise expressly provided, all payments to be made by, and all acts and things required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the University.

(c) As verified by the Report, the University represents that the receipts of the principal of and interest on the Escrow Securities will assure that the cash balance on deposit from time to time in the Escrow Account will be at all times sufficient to provide moneys at the times and in the amounts required to pay the principal or redemption price of and interest on the Refunded Bonds on each interest payment date and Redemption Date.

(d) No fees of the Escrow Agent, any paying agent for the Refunded Bonds or the Series 2015A Bonds, or any other charges may be paid from the money or Escrow Securities in the Escrow Account prior to retirement of the Refunded Bonds, and the University agrees that it will pay all such fees as such payments become due.

(e) The University will take no action in the investment or securing of the proceeds of the Escrow Securities that would cause the Series 2015A Bonds or the Refunded

Bonds refinanced with proceeds of the Series 2015A Bonds to be classified as "arbitrage bonds" under Section 148 of the Code and all lawful regulations promulgated thereunder.

ARTICLE 7
NOTICES OF REDEMPTION AND DEFEASANCE

7.1 Pursuant to the Supplemental Resolution, the University has irrevocably called the Refunded Bonds for redemption on the respective Redemption Dates. The Escrow Agent, in its capacity as successor bond registrar for the Refunded Bonds, is hereby directed by the University to, and the Escrow Agent shall, provide notices of redemption of the Refunded Bonds in the manner required by the Resolution, in substantially the form attached hereto as Exhibit B, with insertions, deletions or changes as may be required.

7.2 The Escrow Agent, as agent for the University and as successor bond registrar for the Refunded Bonds, shall mail, first class postage prepaid, as soon as practicable following the execution of this Agreement, notices, in substantially the form attached hereto as Exhibit C, of the defeasance of the Refunded Bonds to the respective holders of the Refunded Bonds and to the bond insurers for the Refunded Bonds, as applicable, with such insertions, deletions or changes as may be required.

7.3 In connection with certain continuing disclosure obligations of the University pursuant to Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934, as amended, the Escrow Agent, in its capacity as successor bond registrar for the Refunded Bonds, promptly after the deposit by the University hereunder, also shall give notices of defeasance of the Refunded Bonds, in substantially the form attached hereto as Exhibit C, to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system.

ARTICLE 8
AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT AND DEFEASANCE OF REFUNDED BONDS

8.1 This Agreement may be amended or supplemented for any one or more of the following purposes: (a) to make provision for the curing of any ambiguity, or of curing or correcting any defective provision contained in this Agreement, or of severing any provision of this Agreement that has been determined to be illegal by a court of competent jurisdiction, and (b) to add to the covenants and agreements of the University or the Escrow Agent contained in this Agreement, other covenants and agreements thereafter to be observed by the University or the Escrow Agent, or to make any other provision for the purpose of protecting the rights of the owners and holders of the Refunded Bonds or the Series 2015A Bonds (any such amendment or supplement to be referred to as a "Subsequent Action"), upon submission to the Escrow Agent of each of the following:

(i) Certified copy of proceedings of the Board authorizing the Subsequent Action and a copy of the document effecting the Subsequent Action signed by duly designated officers of the University;

(ii) An opinion of bond counsel or tax counsel nationally-recognized as having an expertise in the area of tax-exempt municipal bonds to the effect that (A) the Subsequent Action will not (I) cause interest on the Series 2015A Bonds or the Refunded Bonds refinanced with proceeds of the Series 2015A Bonds to become includible in the gross income of the owners or holders thereof for federal income tax purposes, or (II) violate the covenants of the University to not cause the Series 2015A Bonds or the Refunded Bonds refinanced with proceeds of the Series 2015A Bonds to become "arbitrage bonds" under Section 148 of the Code, and (B) the Subsequent Action is a permitted Subsequent Action under the terms of Section 8.1 or 8.2 hereof and does not adversely affect the legal rights of the owners or holders of the Series 2015A Bonds, or the Refunded Bonds refinanced with proceeds of the Series 2015A Bonds; and

(iii) An opinion of a firm of independent certified public accountants (or of a professional services or consulting firm experienced in the preparation of financial verification reports) to the effect that the amounts (which will consist of cash or deposits on demand held in trust or receipts from direct full faith and credit obligations of the United States of America, not subject to call and redemption prior to maturity, all of which shall be held hereunder) available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due the principal or redemption price of and interest on the Refunded Bonds after the taking of the Subsequent Action; provided, however, that in no event shall such direct full faith and credit obligations of the United States of America so on deposit include money market funds consisting of investments in such obligations.

8.2 The Escrow Securities or any portion thereof or proceeds thereof may be sold, redeemed, invested or reinvested, or proceeds thereof disbursed, upon submission to the Escrow Agent of documentation evidencing compliance with clauses (i), (ii) and (iii) of Section 8.1 of this Agreement, and the sale, redemption, investment, reinvestment or disbursement shall constitute a "Subsequent Action" for purposes of such clauses.

8.3 Except as provided in Sections 8.1 and 8.2 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

8.4 Except as provided in Sections 8.1 and 8.2 hereof, all of the rights, powers, duties and obligations of the University hereunder shall be irrevocable and shall not be subject to amendment by the University and shall be binding on any successor to the officials now comprising the officers of the Board and the University during the term of this Agreement.

8.5 Upon the deposit of Escrow Securities in the Escrow Account, the Refunded Bonds will be deemed to have been paid within the meaning of, and with the effect expressed in, Article XII of the Resolution.

ARTICLE 9
TERMINATION OF AGREEMENT

Upon final disbursement of funds sufficient to pay the principal or redemption price of and interest on the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the University for deposit in the Bond Fund, with due notice thereof mailed to the University. Thereupon, this Agreement shall terminate.

ARTICLE 10
COMPENSATION

Concurrently with the execution and delivery of this Agreement, the University has paid to the Escrow Agent fees for performing the services hereunder and shall reimburse the Escrow Agent for the expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Account for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses as Escrow Agent or in any other capacity.

ARTICLE 11
GOVERNING LAW

This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the University has caused this Agreement to be signed in its official name by its Bursar or President, and the Escrow Agent has caused this Agreement to be signed in its corporate name by one of its Vice Presidents, all as of the date first above written.

BOISE STATE UNIVERSITY

By: ______________________________
Bursar

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
As Escrow Agent

By: ______________________________
Title:______________________________

EXHIBIT A

ESCROW SECURITIES

Type of Security	Maturity Date	First Interest Payment Date	Par Amount	Interest Rate

Initial Cash Deposit: $______

EXHIBIT A-1

REFUNDED BONDS

Series 2005A Refunded Bonds:

Series 2007A Refunded Bonds:

Series 2007B Refunded Bonds:

Series 2009A Refunded Bonds:

EXHIBIT B

FORM OF NOTICE OF REDEMPTION

NOTICE OF REDEMPTION OF
BOISE STATE UNIVERSITY
[GENERAL REVENUE __________BONDS
SERIES 20___]

Notice is hereby given that Boise State University (the "University") has called and does hereby call for redemption, on April __, 2014 (the "Date Fixed for Redemption"), its General Revenue __________Bonds, Series 20___ (the "Bonds") maturing on April 1 of each of the years, in the principal amounts, bearing interest at the rates per annum and with the CUSIP numbers as follows:

Maturity Date April 1	Principal Amount	Interest Rate	CUSIP Number

at The Bank of New York Mellon Trust Company, N.A., as successor bond registrar (the *"Bond Registrar"*), at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the Date Fixed for Redemption.

The redemption price of each Bond hereby called for redemption shall be paid on and after the Date Fixed for Redemption upon surrender of such Bond at either of the following addresses:

By Hand:

____
____
____
____

By Mail:

____
____
____
____

Interest due on the Date Fixed for Redemption on each Bond so called for redemption shall be paid by check or draft of the Bond Registrar for the Bonds mailed to the registered owner of the Bond at the address appearing on the bond register of the University maintained by the Bond Registrar on the Record Date hereinafter set forth.

Notice is further given that the Record Date, after which the Bond Registrar shall not be required to register the transfer of any Bond called for redemption, is _____________, ____, a date specified by the Bond Registrar not less than 15 calendar days before the mailing of such notice of redemption.

Notice is further given that funds necessary to pay the redemption price for each such Bond will be available at the place of payment on the Date Fixed for Redemption and interest on each such Bond shall cease to accrue from and after such Date Fixed for Redemption and on the Date Fixed for Redemption there will become due and payable on each of said Bonds the principal thereof and interest accrued thereon to the Date Fixed for Redemption.

The University and Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Given by order of Boise State University this ____ day of ________, 201__.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as successor Bond Registrar

By: ______________________________
Its: ______________________________

EXHIBIT C

FORM OF NOTICE OF DEFEASANCE

NOTICE OF DEFEASANCE OF
BOISE STATE UNIVERSITY
[GENERAL REVENUE _______BONDS, SERIES 200__]

Notice is hereby given that, for the payment of the principal of and interest of the following-described General __________Revenue Bonds, Series 20___ (the "Refunded Bonds") issued by Boise State University (the "University"):

Maturity Date April 1	Principal Amount	Interest Rate	CUSIP Number

the Bank of New York Mellon Trust Company, N.A., as escrow agent, has irrevocably deposited in escrow, moneys which, except to the extent maintained in cash, if any, have been invested in certain direct obligations of the United States of America. The projected principal payments to be received from such securities and the projected interest income therefrom have been calculated, as evidenced by the verification agent report delivered to the escrow agent, to be sufficient, without reinvestment, to pay the principal and interest requirements on the Refunded Bonds when due through and including April 1, 20__, the redemption date with respect to the Refunded Bonds. As a result of such deposit and the University's compliance with the requirements of Article XII of the University's resolution providing for the issuance of general revenue bonds adopted September 17, 1992, as supplemented and amended (the "Resolution"), the Refunded Bonds are deemed to have been paid and defeased pursuant to such Article XII of the Resolution.

Dated this _____ day of April, 2015.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow Agent

By: _________________________________
Its: _________________________________

EXHIBIT D

REPORT OF ________________

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BOISE STATE UNIVERSITY

$[_____]
GENERAL REVENUE REFUNDING BONDS,
SERIES 2015A

BOND PURCHASE AGREEMENT

[Month, Date], 2015

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

Ladies and Gentlemen:

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

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

ARTICLE I

Section 1.1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the University, and the University hereby agrees to sell to the Underwriter, all, but not less than all, of the University's $[_____] General Revenue Refunding Bonds, Series 2015A (the *"2015A Bonds"*). The purchase price of the 2015A Bonds shall be $[_____], representing the principal amount of the 2015A Bonds, plus [net] original issue premium of $[_____] (the *"Purchase Price"*). In consideration for the services of the Underwriter, the University agrees to pay to the Underwriter a fee of $[_____] (the *"Underwriter's Fee"*).

Section 1.2. The 2015A Bonds. The proceeds of the 2015A Bonds will be used (a) to refund certain of the University's outstanding bonds set forth in SCHEDULE I hereto (the *"Refunded Bonds"*) and (b) to pay costs of issuing the 2015A Bonds.

The 2015A Bonds shall be dated as of their date of delivery, shall bear interest at the rates, mature in the amounts and on the dates as set forth in SCHEDULE I hereto, and shall be subject to redemption prior to maturity as set forth in the Supplemental Resolution (defined below). The 2015A Bonds shall be issued pursuant to the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, as previously supplemented and amended (the *"Master Resolution"*), and as further supplemented by a Supplemental Resolution adopted on April 16, 2015 (the *"Supplemental Resolution"* and, together with the Master Resolution, the *"Resolution"*) by the State Board of Education, acting in its capacity as the Board of Trustees of the University (the *"Board"*), substantially in the form heretofore delivered to the Underwriter, with only such changes therein as shall be mutually agreed upon between us.

The 2015A Bonds will be payable from and secured by a pledge of certain revenues of the University (as defined in the Resolution, the *"Pledged Revenues"*), on a parity with all bonds now outstanding under the Resolution and any additional bonds hereafter issued under the Resolution.

Section 1.3. Official Statement; Continuing Disclosure. (a) The 2015A Bonds shall be offered pursuant to an Official Statement of even date herewith (which, together with the cover page and all appendices thereto, and with such changes therein and supplements thereto which are consented to in writing by the Underwriter, is herein called the *"Official Statement"*).

(b) The University has previously deemed the Preliminary Official Statement "final" as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (*"Rule 15c2-12"*), and the University hereby authorizes the use of the Official Statement by the Underwriter in connection with the public offering and sale of the 2015A Bonds. The University agrees to provide to the Underwriter, at least four days prior to the Closing Date (defined below), and in any event not later than seven business days after the date hereof, sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12 and Rule G-32 of the Municipal Securities Rulemaking Board.

(c) If at any time prior to 25 days after the "end of the underwriting period" (as defined below), any event shall occur, or any preexisting fact shall become known, of which the University has knowledge and which might or would cause the Official Statement as then supplemented or amended to contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the University, at its expense, shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the University will (i) supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and (ii) provide the Underwriter with such certificates and legal opinions as shall be requested by the Underwriter in order to evidence the accuracy and completeness of the Official Statement as so supplemented or amended. If the Official Statement is so supplemented or amended prior to the Closing (defined below), such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by written notification delivered to the University by the Underwriter at any time prior to the Closing if, in the judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the 2015A Bonds.

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

(e) In order to enable the Underwriter to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the 2015A Bonds, the University covenants and agrees with the Underwriter that it will execute and deliver a Continuing Disclosure Undertaking with respect to the 2015A Bonds (the *"Continuing Disclosure Undertaking"* and, collectively with this Purchase Contract, the hereinafter defined Escrow Agreement, and the Resolution, the *"Bond Documents"*) in substantially the form attached as APPENDIX E to the Preliminary Official Statement dated April 3, 2015 (the *"Preliminary Official Statement"*), on or before the Closing Date.

Section 1.4. Public Offering. The Underwriter agrees to make an initial public offering of all the 2015A Bonds at the public offering prices corresponding to the yields set forth on the inside cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the 2015A Bonds and offer and sell the 2015A Bonds to certain dealers (including dealers depositing the 2015A Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth on the inside cover page of the Official Statement. The Underwriter also reserves the right (a) to over-allot or effect transactions that stabilize or maintain the market prices of the 2015A Bonds at levels above those which might otherwise prevail in the open market and (b) to discontinue such stabilizing, if commenced, at any time without prior notice.

Section 1.5. Closing. The *"Closing Date"* shall be _________, 2015, or such other date as the University and the Underwriter shall mutually agree upon. The delivery of and payment for the 2015A Bonds and the other actions described in Sections 1.5 and 3.1 of this Purchase Agreement are referred to herein as the *"Closing."* The Closing shall take place at the offices of Hawley Troxell Ennis & Hawley LLP in Boise, Idaho. On the Closing Date, the University will deliver the 2015A Bonds or cause the 2015A Bonds to be delivered to or for the account of The Depository Trust Company (*"DTC"*), duly executed and authenticated. The University will also deliver to the Underwriter at the Closing the other documents described below and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the 2015A Bonds as set forth in Section 1.1 hereof in federal funds payable to the order of the University. The 2015A Bonds will be registered in the name of Cede & Co., as nominee of DTC.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE UNIVERSITY

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

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

Section 2.2. The execution and delivery of the 2015A Bonds and the Bond Documents, the adoption of the Resolution, and compliance with the provisions on the University's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the University is a party or to which the University is or to which any of its property or assets are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the University to be pledged to secure the 2015A Bonds or under the terms of any such law, regulation or instrument, except as provided by the 2015A Bonds and the Resolution.

Section 2.3. (a) By all necessary official action of the University taken prior to or concurrently with the acceptance hereof, the University has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the 2015A Bonds, (ii) the approval, execution and delivery of, and the performance by the University of the obligations on its part, contained in the 2015A Bonds and the Bond Documents, (iii) the approval, distribution and use of the Preliminary Official Statement and the approval, execution, distribution and use of the Official Statement for use by the Underwriter in connection with the public offering of the 2015A Bonds, and (iv) the consummation by it of all other transactions described in the Official Statement, the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the University in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(b) This Purchase Agreement has been duly authorized, executed and delivered, the Resolution has been duly adopted, and this Purchase Agreement and the Resolution constitute the legal, valid and binding obligations of the University, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and each of the Continuing Disclosure Undertaking and the Escrow Agreement, when duly executed and delivered, will constitute a legal, valid and binding obligation of the University, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights.

(c) The 2015A Bonds, when issued, delivered and paid for in accordance with the Resolution and this Purchase Agreement, will have been duly authorized, executed, issued and delivered by the University and will constitute the valid and binding obligations of the University, enforceable against the University in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the 2015A Bonds as aforesaid, the Resolution will provide, for the benefit of the holders, from time to time, of the 2015A Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Resolution.

(d) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Bond Documents, the issuance of the 2015A Bonds or the due performance by the University of its obligations under the Bond Documents and the 2015A Bonds, have been duly obtained.

Section 2.4. Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the University, threatened against the University: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2015A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2015A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2015A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2015A Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2015A Bonds or the Bond Documents.

Section 2.5. The University is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the 2015A Bonds or any applicable judgment or decree or any material provision of a loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the University is a party or to which the University or any of its property or assets is otherwise subject, and no event which would have a material and adverse effect upon the financial condition of the University has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the University under any of the foregoing.

Section 2.6. The 2015A Bonds and the Resolution conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions "THE 2015A BONDS" and "SECURITY FOR THE 2015A BONDS," and the proceeds of the sale of the 2015A Bonds will be applied generally as described in the Preliminary Official Statement and the Official Statement under the caption "SOURCES AND USES OF FUNDS." The University has the legal authority to apply, and will apply or cause to be applied, the proceeds from the sale of the 2015A Bonds as provided in and subject to all of the terms and provisions of the Resolution, including for payment or reimbursement of University expenses incurred in connection with the negotiation, marketing, issuance and delivery of the 2015A Bonds to the extent required by Article IV, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal or State income tax purposes of the interest on the 2015A Bonds.

Section 2.7 The Preliminary Official Statement, as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the time of the University's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto to and including the date that is 25 days after the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which made, not misleading.

Section 2.8. The University will furnish such information and execute such instruments and take such action in cooperation with the Underwriter, at no expense to the University, as the

Underwriter may reasonably request (a) to (i) qualify the 2015A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (ii) determine the eligibility of the 2015A Bonds for investment under the laws of such states and other jurisdictions and (b) to continue such qualifications in effect so long as required for the distribution of the 2015A Bonds (*provided*, that the University will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the University of any written notification with respect to the suspension of the qualification of the 2015A Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

Section 2.9. Except as described in the Preliminary Official Statement and the Official Statement, the University has not failed during the previous five years to materially comply with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

Section 2.10. (a) The financial statements of and other financial information regarding the University in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the University as of the dates and for the periods therein set forth. The financial statements of the University have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the University's audited financial statements included in the Preliminary Official Statement and in the Official Statement. Except as described in the Preliminary Official Statement and the Official Statement, since June 30, 2014, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement and the Official Statement, the University, since June 30, 2014, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University's operations.

(b) Prior to the Closing, the University will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the University. The University will not, prior to the Closing, offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, except in the ordinary course of business, without the prior approval of the Underwriter.

Section 2.11. The University agrees and acknowledges that: (i) with respect to the engagement of the Underwriter by the University, including in connection with the purchase, sale and offering of the 2015A Bonds, and the discussions, conferences, negotiations and undertakings in connection therewith, the Underwriter (a) is and has been acting as a principal and not an agent or fiduciary of the University and (b) has not assumed an advisory or fiduciary responsibility in favor of the University; (ii) the University has consulted its own legal, financial and other advisors to the extent it has deemed appropriate; and (iii) this Purchase Agreement expresses the entire relationship between the parties hereto.

Section 2.12. Any certificate, signed by any official of the University authorized to do so in connection with the transactions described in this Purchase Agreement, shall be deemed a representation and warranty by the University to the Underwriter as to the statements made therein.

ARTICLE III

CLOSING CONDITIONS

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

(a) The representations and warranties of the University contained herein shall be true, complete and correct at the date hereof and on the Closing Date, as if made on the Closing Date. At the time of Closing, (i) the Official Statement, the Resolution and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (ii) the proceeds of sale of the 2015A Bonds shall be paid to the Trustee of the 2015A Bonds for deposit or use as described in the Official Statement. On the Closing Date, no "Event of Default" shall have occurred or be existing under the Resolution nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an Event of Default under the Resolution, nor shall the University be in default in the payment of principal of or interest on any of its obligations for borrowed money.

(b) The Underwriter shall have the right to terminate the Underwriter's obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the 2015A Bonds if, after the execution hereof and prior to the Closing, the market price or marketability of the 2015A Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2015A Bonds shall be materially adversely affected in the reasonable judgment of the Underwriter by the occurrence of any of the following:

> (i) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the

effect of any or all of which would be to alter, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the 2015A Bonds, or the interest on the 2015A Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(ii) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the 2015A Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the 2015A Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(iii) a general suspension of trading in securities on the New York Stock Exchange or any other national securities exchange, the establishment of minimum or maximum prices on any such national securities exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter);

(iv) a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(v) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs or financial condition of the University, except for changes which the Official Statement discloses are expected to occur;

(vii) there shall have occurred (A) any new material outbreak of hostilities (including, without limitation, an act of terrorism) (B) the escalation of hostilities existing prior to the date hereof or (C) any other extraordinary event, material national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States or the University;

(viii) there shall have occurred any downgrading or published negative credit watch or similar published information from a rating agency that at the date of this Purchase Agreement has published a rating (or has been asked to furnish a rating on the 2015A Bonds) on any of the University's debt obligations, which action reflects a change or possible change, in the ratings accorded any such obligations of the University (including any rating to be accorded the 2015A Bonds); or

(ix) a material disruption in securities settlement, payment or clearance services shall have occurred.

Upon termination of this Purchase Agreement, all obligations of the University and the Underwriter under this Purchase Agreement shall terminate, without further liability, except that the University and the Underwriter shall pay their respective fees and expenses as set forth in Article IV.

(c) At or prior to the Closing for the 2015A Bonds, the Underwriter shall receive the following documents:

(1) The approving opinion of Hawley Troxell Ennis & Hawley LLP (*"Bond Counsel"*), dated the Closing Date, in substantially the form included as APPENDIX F to the Official Statement;

(2) (A) The opinion of Hawley Troxell Ennis & Hawley LLP, as Disclosure Counsel, dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit A* and (B) the opinion of Foster Pepper PLLC (*"Underwriter's Counsel"*), dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit C*;

(3) The opinion of Office of General Counsel, counsel to the University, in substantially the form attached hereto as *Exhibit B*;

(4) The University's certificate or certificates signed by its Vice-President for Finance and Administration dated the Closing Date to the effect that (A) no litigation is pending or, to its knowledge, threatened: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2015A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2015A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2015A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2015A Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of the

University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2015A Bonds or the Bond Documents; (B) the descriptions and information contained in the Preliminary Official Statement and the Official Statement relating to the University and its operational and financial and other affairs and the application of the proceeds of sale of the 2015A Bonds are correct in all material respects as of their respective dates and as of the Closing Date; (C) such descriptions and information, as of the respective dates of the Preliminary Official Statement and Official Statement, did not, and, as of the Closing Date, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (D) at the time of the Closing, no default or event of default has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Resolution, this Purchase Agreement or any other material agreement or material instrument to which the University is a party or by which it is or may be bound or to which any of its property or other assets is or may be subject; (E) the Resolution of the University authorizing or approving the execution of this Purchase Agreement, the Continuing Disclosure Undertaking, the Escrow Agreement, the Official Statement, and the form of the 2015A Bonds has been duly adopted by the University and has not been modified, amended or repealed; (F) no event affecting the University has occurred since the respective dates of the Preliminary Official Statement and Official Statement that either makes untrue, as of the Closing Date, any statement or information relating to the same and contained in the Preliminary Official Statement or Official Statement or that should be disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading; and (G) the representations of the University herein are true and correct as of the Closing Date;

(5) A copy of the transcript of all proceedings of the University, including the Supplemental Resolution, relating to the authorization and issuance of the 2015A Bonds, certified by appropriate officials of the University;

(6) A certificate of the University relating to matters affecting the tax-exempt status of interest on the 2015A Bonds, including the use of proceeds of sale of the 2015A Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(7) Satisfactory evidence that the 2015A Bonds are rated "[_____]" and "[_____]" by Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, respectively;

(8) Copies of the Official Statement related to the 2015A Bonds executed on behalf of the University;

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

(10) A specimen 2015A Bond;

(11) An executed copy of Internal Revenue Service Form 8038-G with respect to the 2015A Bonds and evidence of filing thereof;

(12) An executed counterpart of the Escrow Agreement between the University and The Bank of New York Mellon Trust Company, N.A., with respect to the refunding of the Refunded Bonds (the *"Escrow Agreement"*);

(13) An escrow verification report issued by The Arbitrage Group, Inc. (the *"Verifier"*); and

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

If the University shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the University shall be under further obligation hereunder, except as further set forth in Article IV hereof. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the 2015A Bonds and payment therefor by the Underwriter shall be deemed a waiver of noncompliance with any of the conditions herein.

ARTICLE IV

FEES AND EXPENSES

The University will pay all costs of issuance of the 2015A Bonds, including the costs of preparing the 2015A Bonds; the costs of preparing and distributing the Preliminary Official Statement and the Official Statement; the fees and expenses of rating agencies, the Verifier, the Trustee, Bond Counsel, Disclosure Counsel, counsel for the University and all other consultants to the University; filing and other administrative and service fees; and all transportation, lodging and meals incurred by or on behalf of the University and its representatives in connection with the negotiation, marketing, issuance and delivery of the 2015A Bonds. The Underwriter will pay all out-of-pocket expenses of the Underwriter, including advertising expenses in connection with the public offering of the 2015A Bonds, travel and other expenses, and the fees and expenses of Underwriter's Counsel. In the event that the Underwriter incurs or advances the cost of any expense for which the University is responsible hereunder, the University shall reimburse the Underwriter at or prior to Closing; if at Closing, reimbursement may be included in the Underwriter's Fee. To facilitate the Closing, the University hereby authorizes the Underwriter to net from the Purchase Price of the 2015A Bonds the Underwriter's Fee and reduce the Purchase Price payable to the University by an equal amount.

ARTICLE V

GENERAL PROVISIONS

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

Section 5.2. Entire Agreement. This Purchase Agreement, when executed by the University, shall constitute the entire agreement between the University and the Underwriter, and is made solely for the benefit of the University and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof.

Section 5.3. No Recourse. No recourse shall be had for any claim based on this Purchase Agreement, or any Resolution, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the University or of any successor body of the University.

Section 5.4. Execution in Counterparts. This Purchase Agreement may be executed in any number of counterparts, all of which, taken together, shall be one and the same instrument, and any parties hereto may execute this Purchase Agreement by signing any such counterpart.

Section 5.5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5.6. Waiver or Modification. No waiver or modification of any one or more of the terms and conditions of this Purchase Agreement shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

Section 5.7. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

[Signature page follows]

Section 5.8. *Effective Date*. This Purchase Agreement shall become effective upon its execution by the Underwriter and the acceptance and approval hereof by the University.

BARCLAYS CAPITAL INC.

By______________________________________
Director

ACCEPTED:

BOISE STATE UNIVERSITY

By______________________________________
Bursar and Vice President for Finance and Administration

SCHEDULE I

[ATTACHED]

EXHIBIT A

OPINION OF DISCLOSURE COUNSEL

[CLOSING DATE]

The Board of Trustees of
Boise State University
1910 University Drive
Boise, Idaho 83725

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104

Re: The Board of Trustees of Boise State University
General Revenue Refunding Bonds, Series 2015A

Ladies and Gentlemen:

We have acted as counsel with respect to disclosure matters to Boise State University (the "University") in connection with the sale of its $[_____] General Revenue Refunding Bonds, Series 2015A (the "2015A Bonds"), pursuant to the Bond Purchase Agreement dated April 16, 2015 (the "Bond Purchase Agreement"), between the University and Barclays Capital Inc. (the "Underwriter").

In connection therewith, we have examined duly certified copies of certain proceedings of the Board of Trustees of Boise State University (the "Trustees") relating to the authorization and issuance of the 2015A Bonds, including the Resolution of the Trustees adopted on September 17, 1992, as previously supplemented and amended and as further supplemented by Supplemental Resolution adopted on April 16, 2015 (collectively, the "Resolution"), the Preliminary Official Statement dated April 3, 2015 (the "Preliminary Official Statement"), and the Official Statement dated April 16, 2015 (the "Official Statement"), the Continuing Disclosure Undertaking dated as of the date hereof, and such other documents as we deemed necessary to render this opinion.

In our capacity as disclosure counsel, we also have examined originals or reproduced or certified copies of all such other corporate records, agreements, communications, certificates of officers and other instruments of the University, as well as such certificates of public officials and other documents as we have deemed relevant and necessary as a basis for the opinions set forth below. We also have examined an executed counterpart of the opinion, addressed to us, of University Counsel.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as certified or reproduced copies. As to various questions of fact and material to such opinions, we have relied upon certificates of officers of the University and upon the representations and warranties of the University set forth in the Resolution and the Bond Purchase Agreement.

Based upon such examination, it is our opinion that:

1. The information contained in the Preliminary Official Statement and Official Statement under the headings entitled "THE 2015A BONDS," "TAX EXEMPTION," and "SECURITY FOR THE 2015A BONDS," and in APPENDIX "C" to the Preliminary Official Statement and the Official Statement entitled "Glossary of Terms Used in the Resolution and Official Statement" and in APPENDIX "D" to the Preliminary Official Statement and the Official Statement entitled "Summary of Certain Provisions of the Resolution" present a fair summary of the relevant provisions of the 2015A Bonds and other matters discussed or presented therein, except that we express no opinion with respect to any financial, statistical or operating data contained in the information included under such headings.

Additionally, we have rendered assistance with respect to certain disclosures in the Preliminary Official Statement and the Official Statement. We participated in conferences with the Underwriter, the representatives of the University and certain other persons involved in the preparation of the information contained in the Preliminary Official Statement and the Official Statement, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. We solicited from the University, and in response received, certain information about the University.

While we are not passing upon, and (except as otherwise expressly set forth in opinion paragraph number 1) do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, on the basis of the information that was developed in the course of the performance of the services referred to above and (except as otherwise expressly set forth in opinion paragraph number 1) without having undertaken to verify independently such accuracy, completeness or fairness, nothing has come to the attention of the attorneys in our firm providing legal services in connection with the issuance of the 2015A Bonds that caused us to believe that the Preliminary Official Statement as of its date or as of the date of the Bond Purchase Agreement or Official Statement, as of its date and the date hereof (apart from (i) the financial statements and other economic, demographic, financial and statistical data, (ii) information regarding The Depository Trust Company, contained in the Preliminary Official Statement and the Official Statement, as to which we do not express any opinion or belief) contains or contained any untrue statement of a material fact or omits or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. The 2015A Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and of Section 304(a)(4) of the Trust Indenture Act of 1939, as amended; and it is not necessary in connection with the sale of the 2015A Bonds to the public to register the 2015A Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

EXHIBIT B

OPINION OF COUNSEL TO BOISE STATE UNIVERSITY

[CLOSING DATE]

Boise State University
1910 University Drive
Boise, Idaho 83725

Hawley Troxell Ennis & Hawley LLP
877 Main Street
Boise, Idaho 83702

Barclays Capital Inc.
701 Fifth Avenue, Suite 7101
Seattle, Washington 98104

Re: Boise State University
$[_____]
General Revenue Refunding Bonds,
Series 2015A

Ladies and Gentlemen:

As counsel to Boise State University (the *"University"*), I have reviewed certain documents in connection with the issuance and sale by the University of its $[_____] General Revenue Refunding Bonds, Series 2015A (the *"2015A Bonds"*), including the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the *"Board"*), as previously supplemented and amended (the *"Master Resolution"*), and as further supplemented and amended by the Supplemental Resolution of the Board adopted on April 16, 2015, authorizing the issuance and sale of the 2015A Bonds (the *"Supplemental Resolution,"* and, together with the Master Resolution, the *"Resolution"*); the Preliminary Official Statement dated April 3, 2015 (the *"Preliminary Official Statement"*); the Official Statement dated April 15, 2015 (the *"Official Statement"*); the Bond Purchase Agreement, dated April 16, 2015, between the University and Barclays Capital Inc. (the *"Purchase Agreement"*); the Continuing Disclosure Undertaking with respect to the 2015A Bonds (the *"Continuing Disclosure Undertaking"*); the Escrow Agreement dated the date hereof between the University and The Bank of New York Mellon Trust Company, N.A. (the *"Escrow Agreement"*); and such other documents as I deemed necessary to render this opinion. Capitalized terms used but not defined in this opinion have the meanings assigned to such terms in the Resolution. This opinion is rendered pursuant to the Purchase Agreement.

Based upon my examination, it is my opinion that:

1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Undertaking; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the 2015A Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Undertaking (collectively, the *"Bond Documents"*).

2. The meeting of the Board on April 16, 2015, at which the Supplemental Resolution was duly adopted by the Board, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the 2015A Bonds, were legally and validly taken.

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

4. Based upon conferences with, and representations of officials of, the University, the statements in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION – Boise State University," "SECURITY FOR THE 2015A BONDS," "THE UNIVERSITY," "FINANCIAL INFORMATION REGARDING THE UNIVERSITY" and "LITIGATION" and in "APPENDIX B – SCHEDULE OF STUDENT FEES" are true and correct in all material respects and did not, as of their respective dates, and do not contain an untrue statement or omission of a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to Rule 15c2-12), it being understood that, in rendering this opinion, I am not expressing an opinion with respect to financial, statistical or operating data contained under these captions of the Preliminary Official Statement and the Official Statement.

5. Except as described in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin

the sale, issuance or delivery of the 2015A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2015A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2015A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2015A Bonds, the adoption of the Resolution or the execution and delivery of the other Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2015A Bonds or the Bond Documents.

Very truly yours,

____
Kevin D. Satterlee
University Counsel

EXHIBIT C

OPINION OF UNDERWRITER'S COUNSEL

[CLOSING DATE]

Barclays Capital Inc.
701 Fifth Avenue, Suite 701
Seattle, Washington 98104

Re: Boise State University
$[_____]
General Revenue Refunding Bonds,
Series 2015A

Ladies and Gentlemen:

We have served as counsel to Barclays Capital Inc. (the "Underwriter") in connection with the issuance of the above-referenced bonds (the "2015A Bonds") by Boise State University (the "University"). Unless otherwise defined herein, capitalized terms used herein will have the meaning or meanings set forth in the Bond Purchase Agreement for the 2015A Bonds dated April 16, 2015 (the "Purchase Agreement"), between the University and the Underwriter.

In our capacity as counsel to the Underwriter, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true copies of originals, of the following documents: (i) the Purchase Agreement; (ii) the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University, as supplemented and amended, including as supplemented and amended by the Supplemental Resolution adopted on April 16, 2015, authorizing the issuance and sale of the 2015A Bonds (together, the "Resolution"); (iii) the Preliminary Official Statement relating to the 2015A Bonds dated April 3, 2015 (the "Preliminary Official Statement"); (iv) the Official Statement relating to the 2015A Bonds dated April 16, 2015 (the "Official Statement"); (v) the Continuing Disclosure Undertaking with respect to the 2015A Bonds (the "Continuing Disclosure Undertaking"); (vi) the Escrow Agreement dated the date hereof between the University and The Bank of New York Mellon Trust Company, N.A.; and (vii) the various certificates and opinions provided on the date hereof pursuant to the Purchase Agreement (collectively, the "Documents").

We have assumed: (i) each party to the Documents validly exists and has and had all necessary legal and corporate authority to execute, deliver and perform the Documents to which it is a party; (ii) the execution and performance of the Documents and such other documents as may be executed in connection therewith by each such party will not violate or breach any law, regulation or corporate or other document or instrument to which such person is party or by which it is bound; (iii) the Documents are legal, valid and binding obligations of each such party to the extent purported to be such, enforceable in accordance with their respective terms; (iv) the genuineness of all signatures on the Documents; (v) the authenticity and completeness of all Documents submitted to us as originals; (vi) the legal competence of all natural persons who have signed the Documents; and (vii) the conformity to original Documents of all Documents submitted to us as copies.

Based on the foregoing and in reliance thereon, we are of the opinion that (i) the offer and sale of the 2015A Bonds by the Underwriter are exempt from the registration requirements of the Securities Act of 1933, as amended; (ii) the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) Section 1.3(e) of the Purchase Agreement and the Continuing Disclosure Undertaking together provide a suitable basis for the Underwriter to reasonably determine, pursuant to paragraph (b)(5)(i) of Rule 15c2-12, that the University has undertaken in written agreements or contracts for the benefit of the holders of the 2015A Bonds to provide or cause to be provided the annual financial information and notices required by paragraph (b)(5)(i) of Rule 15c2-12. In delivering the foregoing opinions (i) and (ii), we have relied upon the legal opinions of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, to the extent that such opinions address the validity of the 2015A Bonds.

In the course of our participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel to the Underwriter, we have examined information made available to us, including legal matters and certain records, documents and proceedings. We also participated in telephone conferences and attended meetings with, among others, representatives of the University and its counsel, Bond Counsel, the Underwriter and other participants in the transaction, during which conferences and meetings the contents of the Preliminary Official Statement and the Official Statement were discussed.

Without undertaking to determine independently or assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement, we advise you that, during the course of the activities described in the foregoing paragraph, no information came to the attention of the attorneys in our firm providing legal services in connection with the issuance of the 2015A Bonds that caused such attorneys to believe that (i) except for the omission of information permitted to be excluded by Rule 15c2-12, the Preliminary Official Statement, as of the date of the Preliminary Official Statement and as of the date of the Purchase Agreement, and (ii) the Official Statement, as of its date and as of the date hereof (excluding in each case any financial, economic or statistical data contained in the Preliminary Official Statement or the Official Statement, any information contained in the Preliminary Official Statement or the Official Statement regarding DTC or its book-entry system or how interest on the 2015A Bonds is treated for federal or State income tax purposes, and the information contained in Appendices A, F and G to the Preliminary Official Statement and the Official Statement, as to all of which no opinion or belief is expressed), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

This letter is furnished by us as counsel to the Underwriter, is solely for the benefit of the Underwriter, and is not to be used, quoted, circulated or otherwise referred to in any other way, nor to be disclosed to any other person (other than as may be required by law) without our express prior written permission.

The opinions set forth in this letter are delivered as of the date hereof, and we assume no responsibility to advise any person of changes in legal or factual matters that may occur subsequent to the date hereof.

We bring to your attention the fact that the opinions set forth in this letter are expressions of our professional judgment on the matters expressly addressed and do not constitute guarantees of result.

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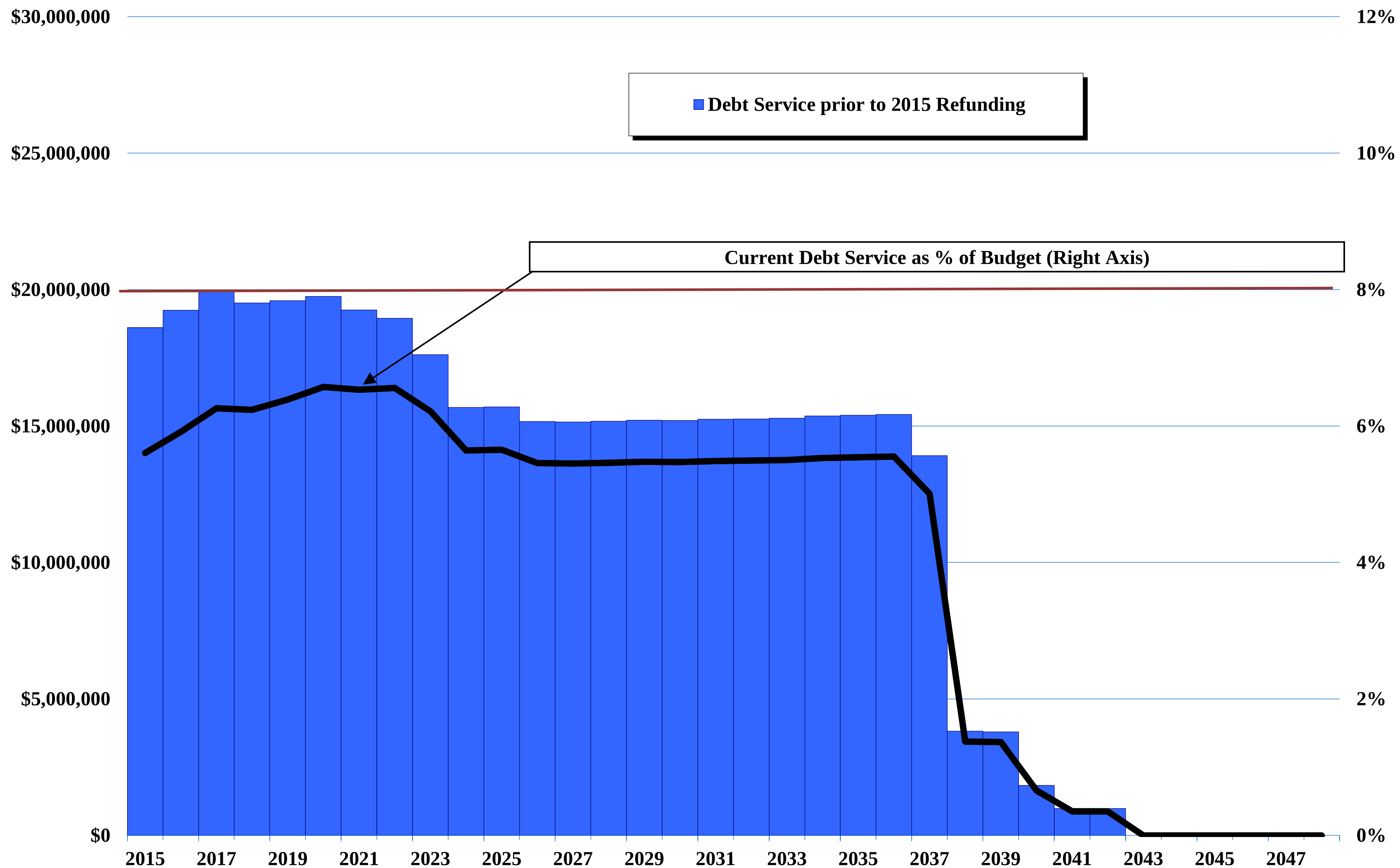
ATTACHMENT 4

Attachment 6

Boise State University
Debt Service to Budget
April 2015



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Boise State University
Ten Year Debt Projection
April 2015

		FY2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total/Avg
1	**Current University Debt Service**	$18,607,004	$19,246,066	$19,971,520	$19,509,656	$19,591,605	$19,752,681	$19,252,652	$18,953,335	$17,613,548	$15,678,078	$188,176,145
2	**Operating Budget (excludes direct lending)**	$331,930,687	$325,393,137	$318,994,180	$312,730,808	$306,600,081	$300,599,126	$294,725,132	$288,975,352	$283,347,099	$277,837,746	
3	**Current Debt Service as a % of Operating Budget (6/8)** ***8% is the University's planned limit***	5.61%	5.91%	6.26%	6.24%	6.39%	6.57%	6.53%	6.56%	6.22%	5.64%	6.19%

Assumptions:

4	*Student Revenue*	1. 98% of 2015 budget, then (-2%) annual growth from student fees
5	*General Fund*	2. 2015 budget is achieved then decreased by 2% each year after
6	*Donations, Sales*	3. 98% of 2015 budget Gifts and Aux revs, then reduced 2% each yearafter
7	*Federal Grants*	4. 97% of 2015 budget, then (-3%) decrease each yearafter
8	*Projected Debt Service*	5. No savings have been predicted for the above ratios, the magnitude of the refunding (and therefore the impact of the savings) will not be known until the bond sale
9		6. Reduced 2014 budget by 12 million to offset risk
10		7. Gardner Lease has been included in current debt service totaling $856,784, escalating 3% for 20 years, beginning in 2017
11		8. Alumni Lease has been included totaling $568,899 for 20 years beginning in 2016

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