TAB	DESCRIPTION	ACTION
1	**FY 2017 LINE ITEMS**	Motion to approve
2	**FY 2017 CAPITAL BUDGET REQUESTS**	Motion to approve
3	**INTERCOLLEGIATE ATHLETIC REPORTS** NCAA Academic Progress Rate (APR) Scores	Information item
4	**AMENDMENT TO BOARD POLICY** Section V.K. – Construction Projects - Second Reading	Motion to approve
5	**AMENDMENT TO BOARD POLICY** Section V.W. - Litigation - Second Reading	Motion to approve
6	**BOISE STATE UNIVERSITY** Residential Honors College and Additional Student Housing Project – Ground Lease and Operating Agreement with EDR Boise LLC	Motion to approve
7	**BOISE STATE UNIVERSITY** Science Research Center Project – Planning and Design Phase	Motion to approve
8	**UNIVERSITY of IDAHO** Aquaculture Research Institute Facility Project – Financing Plan and Construction Phase	Motion to approve
9	**LEWIS-CLARK STATE COLLEGE** Multi-Year Food Service Contract - Sodexo	Motion to approve

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AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2017 Line Item Budget Requests

REFERENCE

April 2015	Board approved guidance to the college and universities regarding submission of line item budget requests
June 2015	Board approved FY 2017 line items as presented

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

At the April Board meeting, the Board directed the college and universities to develop FY 2017 line items that target the implementation of the Board's strategic plan with guidance to limit up to five line items in priority order and an aggregate amount not exceeding 10% of an institution's FY 2016 total General Fund appropriation. At the June 2015 Board meeting, the institutions and agencies presented their Line Item requests. The Board directed the Business Affairs and Human Resources Committee to review the FY 2017 budget line items and to bring recommendations back to the Board for its consideration at the regular August 2015 Board meeting. The list of Line Items summarized on page 5 are not listed in priority order. Upon final approval the line items will be included in the institution and agency budget submissions to the Legislative Services Office (LSO) and the Division of Financial Management (DFM).

IMPACT

The approved Line Items will be included with the FY 2017 budget requests and submitted to DFM and LSO for consideration by the Governor for his FY 2017 Budget recommendations and by the Joint-Finance Appropriations Committee for funding.

ATTACHMENTS

Line Items Summary: College & Universities..... Page 4
Line Items Summary: Community Colleges and Agencies ..... Page 5-6
Occupancy Costs ..... Page 7
Individual Line Items..... Page 9

STAFF COMMENTS AND RECOMMENDATIONS

The Idaho state budget request process is based on Base-plus budgeting as follows:

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

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

Since the June Board meeting the Business Affairs and Human Resources (BAHR) Committee met twice to review and discuss the FY2017 line item budget requests. A common theme for the Committee was prioritizing college and university line items which support the Board's 60% Goal (e.g. intrusive advising, retention and completion).

Accordingly, BAHR moved Boise State University's (BSU) "Complete College Idaho (CCI)" line item up to priority #1, and the remaining line items down one rank. BSU has also revised the CCI line item to stay within the Board's line item request guidelines. In this revised request, BSU decreased the number of adjunct to lecturer conversions by one, and added eight new lecturer lines and eight new clinical faculty lines. BSU also increased the number of tenure-track lines from 24 to 27 and the number of advisors from two to five. The result was an increase in the request from $3,789,858 to $5,322,076, which equates to an overall increase of $1,532,219. With respect to BSU's "Materials Science and Engineering Research" line item the Committee determined that it would support the cost of expanding this program with new faculty lines but would not support seeking funding for the existing nine faculty lines originally funded with the Micron grant. BSU has revised its request accordingly to represent an expansion of the PhD MSE program and to eliminate funding requests for personnel and operating expenses that were included in the original request and funded from the Micron grant. This revision includes salary and benefits for eight new faculty lines. Five of these faculty would be joint appointments between MSE and Mechanical Engineering and three would be joint appointments between MSE and Chemistry. BSU also included twelve graduate assistant lines (1.5 per faculty) and operating expense at $8,000 for each faculty member. The changes resulted in reducing the request from $3,039,891 down to $1,519,000, which is a decrease of $1,520,891. This line item is now priority #2.

BAHR asked the University of Idaho (UI) to pull its #1 line item for "Salary Competitiveness" due to indications of lack of political support for such an approach. UI replaced that line item with a "Go-On" line item which supports the Board's 60% Goal and the Complete College Idaho Plan.

BAHR asked Idaho State University (ISU) to scale down its #1 priority line item ("Retention & Completion") to roughly half the amount and size of the original request. The Committee simply felt that while 40 advisors may be the optimal steady-state, it would be better to try to achieve that number in phases. ISU was also asked to replace its deferred maintenance line item due to indications of lack of support from the Division of Financial Management. ISU revised its request accordingly.

The Division of Professional-Technical Education (PTE) added another line item. PTE currently funds a position at CWI to do accounting work for the Professional Technical Student Organizations (PTSOs). PTE has determined they would like to bring that work in-house in 2017. In order to do so they need an FTE. The fiscal impact nets to zero.

There were no other material changes to the line items between the June and August meetings. Staff recommends approval.

BOARD ACTION

I move to approve the Line Items for the agencies and institutions as listed on Tab 1 pages 4-6, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to the Division of Financial Management and Legislative Services Office on September 1, 2015.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE BOARD OF EDUCATION

FY 2017 Line Items - College and Universities

	By Institution/Agency	FY 2016 Appropriation	Page	Priority	FTP	PC	OE	CO	TB	FY 2017 Request	Comments	vs. 2016 Approp
1	System-wide Needs	4,965,000			-	0	0	0	300,000	300,000		6.0%
	Higher Education Research Council		9						300,000	300,000		6.0%
2	Boise State University	85,579,900			112.50	7,672,100	589,900	0	0	8,262,000		9.7%
	Complete College Idaho		13	1	91.00	5,131,100	191,000			5,322,100		6.2%
	Materials Science & Eng. Research		21	2	8.00	1,328,600	190,400			1,519,000		1.8%
	College of Innovation & Design		27	3	11.50	980,700	40,200			1,020,900		1.2%
	Department of Public Safety		35	4	2.00	231,700	168,300			400,000		0.5%
3	Idaho State University	69,982,100			48.00	3,620,400	1,605,300	1,772,500	0	6,998,200		10.0%
	CCI: Retention and Completion		41	1	21.00	1,356,000	146,000	63,000		1,565,000		2.2%
	CCI: Student Opportunity Development		47	2	7.00	458,000	47,000	12,000		517,000		0.7%
	Health Sciences Expansion to Meridian		53	3	10.00	911,900	232,000	1,697,500		2,841,400		4.1%
	CCI: Online Learning & Accessibility		65	4	10.00	894,500	1,180,300			2,074,800		3.0%
4	University of Idaho	82,561,500			64.42	4,246,000	3,143,100	971,400	0	8,360,500		10.1%
	CCI: Go On		71	1	43.20	3,065,500	1,830,500	66,000		4,962,000		6.0%
	CCI: Intensive Advising		79	2	9.00	606,700	58,000	49,500		714,200		0.9%
	CCI: Student Opportunity Development		83	3	6.00	378,000	90,000	33,000		501,000		0.6%
	Occupancy Costs		7	4	6.22	195,800	416,800	822,900		1,435,500		1.7%
	Idaho Law/Justice Learning Center Rent		87	5			247,800			247,800		0.3%
	Network Infrastructure		91	6			500,000			500,000		0.6%
5	Lewis-Clark State College	15,687,900			19.74	1,200,600	132,700	187,600	0	1,520,900		9.7%
	Complete College Idaho		97	1	9.00	703,500	64,000	27,000		794,500		5.1%
	Safety, Security and Compliance		101	2	4.25	213,900	30,000	110,000		353,900		2.3%
	Maintenance and Custodial Support		105	3	6.00	265,700	3,000	11,000		279,700		1.8%
	Occupancy Costs		7	4	0.49	17,500	35,700	39,600		92,800		0.6%
	Total FY16 College & Universities Approp	$ 258,776,400			244.66	$ 16,739,100	$ 5,471,000	$ 2,931,500	$ 300,000	$ 25,441,600		9.8%
6	Percentage of FY16 Appropriation	9.8%										

Priority	By Institution/Agency	FY 2016 Appropriation	Page	Priority	FTP	PC	OE	CO	TB	FY 2017 Request	Comments	vs. 2016 Approp
Professional-Technical Education		56,204,600								13,086,300		23.3%
	State Leadership & Technical Asst.	2,025,300								238,400		11.8%
	Manage Staff Workload		109	1	3.00	198,400				198,400		9.8%
	Horizontal Alignment and Online Courses		115	3		40,000				40,000		2.0%
	Division FTP Request		123	6	1.00	61,400				61,400		N/A
	General Programs	13,814,400								8,963,700		64.9%
	Secondary Performance Based Funding		121	5					1,128,200	1,128,200		8.2%
	Post-secondary Programs	39,059,100								3,884,200		9.9%
	Colleague Data System (EITC)		113	2			119,600			119,600		0.3%
	Post-Secondary Capacity Expansion		117	4	38.00	2,617,400	315,700	831,500		3,764,600		9.6%
	Human Resources Senior Position (EITC)		125	7	1.00	67,100				67,100		0.5%
	Dedicated Programs	325,000										0.0%
	Related Services	980,800										0.0%
Community Colleges		33,961,000								5,086,800		15.0%
	College of Southern Idaho	12,518,200								549,200		4.4%
	CCI - Dual Credit Support		127	1	4.00	218,800	20,000			238,800		1.9%
	Student Instructional Support		131	2	-	107,900	5,000			112,900		0.9%
	Instructional Designer		135	3	1.00	95,800	11,000			106,800		0.9%
	Institutional Researcher		139	4	1.00	83,700	7,000			90,700		0.7%
	North Idaho College	10,635,800								2,164,100		20.3%
	Occupancy Costs		7	1	4.27	121,100	247,500	243,700		612,300		5.8%
	Complete College Idaho		143	2	8.00	467,000	137,000	4,500		608,500		5.7%
	Data System Analyst/Developer		149	3	1.00	106,000	5,000	3,000		114,000		1.1%
	Security Measures		151	4	2.00	99,700	15,000	525,000		639,700		6.0%
	Electronic & IT Coordinator		153	5	1.00	59,600	10,000	120,000		189,600		1.8%
	College of Western Idaho	10,807,000								2,373,500		22.0%
	Prior Years Unfunded Enrollment		157	1	10.00	717,000	1,083,000			1,800,000		16.9%
	Student Success		161	2	9.00	535,900	37,600			573,500		5.4%
Agricultural Research/Extension		28,736,200								0		0.0%
	Personnel and Operating Expenditures									0		0.0%

Priority	By Institution/Agency	FY 2016 Appropriation	Page	Priority	FTP	PC	OE	CO	TB	FY 2017 Request	Comments	vs. 2016 Approp
Health Education Programs		12,795,300								540,500		4.2%
	W-I Veterinary Education	1,915,600										0.0%
	WWAMI Medical Education	4,638,900	171	2	1.00	228,100	47,800			275,900		5.9%
	IDEP	1,550,100										0.0%
	Univ. of Utah Med. Ed.	1,356,000	175	3					84,600	84,600		6.2%
	Family Medicine Residencies	2,936,900	179	1					180,000	180,000		6.1%
	Idaho State University FMR											0.0%
	Family Medicine Residency of Idaho											0.0%
	Boise Internal Medicine Residency	240,000										0.0%
	Psychiatry Residency	157,800										0.0%
Special Programs		9,830,700								5,476,600		55.7%
	Forest Utilization Research	1,078,800								258,000		23.9%
	Research Scientist		183	1	1.00	79,000	5,000	3,000		87,000		8.1%
	Sage Grouse Habitat Research/Outreach		187	2	1.00	52,500	30,000			82,500		7.6%
	Capital Equipment Request		191	3			88,500			88,500		8.2%
	Geological Survey	824,200								218,600		26.5%
	Geological Hazard Geologist Position		195	1	1.00	89,700	7,000	31,500		128,200		15.6%
	GIS Analyst Position		201	2	1.00	83,500	4,000	2,900		90,400		11.0%
	Scholarships and Grants	6,724,900	207	1					5,000,000	5,000,000		74.4%
	Museum of Natural History	480,000										0.0%
	Small Bus. Development Centers	567,700										0.0%
	TechHelp	155,100										0.0%
State Board of Education		2,441,500								507,200		10.4%
	Office of the State Board of Education	2,303,700								253,600		11.0%
	Human Resource Specialist		211	1	1.00	68,200	3,000	1,000		72,200		3.1%
	Teacher Effectiveness Pgm Mgr		215	2	1.00	79,800	5,000			84,800		3.7%
	SLDS Analyst		219	3	1.00	93,100	2,000	1,500		96,600		4.2%
	Charter School Commission	137,800										0.0%
Idaho Public Television		2,314,000	223	1	6.00	433,800				433,800		18.7%
Vocational Rehabilitation		7,557,800								704,900		9.3%
	Vocational Rehabilitation	3,446,300	227	1					270,600	270,600		7.9%
	Extended Employment Services	3,908,100	231	2					340,000	340,000		8.7%
	Council for the Deaf/Hard of Hearing	203,400	235	3	1.00	75,000	15,900	3,400		94,300		46.4%
	Total	$ 153,841,100			6.00	$ 433,800	$ -	$ -	$ -	$ 25,836,100		16.8%

STATE BOARD OF EDUCATION

FY 2017 Budget Request

Colleges & Universities

Calculation of Occupancy Costs

Institution/Project		Projected Date of Occupancy	% of Use for Non-Aux. Education	Gross Sq Footage	Non-Aux. Sq Footage	(1) Custodial Costs FTE	(2) Custodial Costs Sal & Ben	(2) Custodial Costs Supplies	(2) Custodial Costs Total	(3) Utility Estimate	(4) Maintenance Costs Repl Value	(4) Maintenance Costs Cost@1.5%	(5) Other	Total Occ Cost	% qtrs used in FY17	Revised FY17
UNIVERSITY OF IDAHO																
Aquaculture Research Institute Lab	*	October-16	100%	7,500	7,500	0.29	10,400	800	11,200	13,100	1,600,000	24,000	7,100	55,400	75%	41,600
Integrated Resrch & Innovation Ctr		October-16	100%	70,800	70,800	2.72	97,800	7,100	104,900	123,900	46,600,000	699,000	91,800	1,019,600	75%	764,700
Education Building		July-16	100%	62,700	62,700	2.41	86,700	6,300	93,000	109,700	15,500,000	232,500	60,700	495,900	100%	495,900
Parma Onion Storage Facility		July-16	100%	5,000	5,000	0.19	6,800	500	7,300	8,800	450,000	6,800	4,200	27,100	100%	27,100
University House		July-15	100%	6,740	6,740	0.26	9,400	700	10,100	11,800	1,750,000	26,300	6,600	54,800	50%	27,400
CDHD - Alturas Park (bldg purchase)		October-15	100%	9,150	9,150	0.35	12,600	900	13,500	16,000	998,000	15,000	7,800	52,300	100%	52,300
						6.22	223,700	16,300	240,000	283,300		1,003,600	178,200	1,705,100		1,409,000
LEWIS-CLARK STATE COLLEGE																
Clearwater Hall First Floor Only		July-15	100%	12,790	12,790	0.49	17,500	1,300	18,800	22,400	2,637,249	39,600	12,000	92,800	100%	92,800
						0.49	17,500	1,300	18,800	22,400		39,600	12,000	92,800		92,800
NORTH IDAHO COLLEGE																
Career and Technical Education Facility		July-15	100%	82,320	82,320	3.17	111,800	8,200	120,000	144,100	15,000,000	225,000	75,400	564,500	100%	564,500
Automotive Technology Center		March-16	100%	28,640	28,640	1.10	38,800	2,900	41,700	50,100	5,000,000	75,000	26,100	192,900	25%	48,200
						4.27	150,600	11,100	161,700	194,200		300,000	101,500	757,400		612,700

(1) FTE for the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.

(2) Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.
Benefit rates as stated in the annual Budget Development Manual; workers comp rates reflect institution's rate for custodial category

Salary	CU: $19,845.00	CC: $18,900.00								
Benefits										
FICA										
SSDI salary to $110,100	6.2000%	x salary								
SSHI	1.4500%	x salary								
Unemployment Insurance	0.1500%	x salary								
Life Insurance	0.6750%	x salary								
Retirement: PERSI	11.3200%	x salary	**BSU**	**ISU**	**UI**	**LCSC**	**CSI**	**NIC**	**CWI**	Too High - Used 1/3
Workmans Comp		x salary	0.83%	0.94%	2.12%	0.84%	4.81%	4.50%	4.35%	Landscape Greenscape
Sick Leave	0.6500%	x salary								Insurance Costs
Human Resources			0.554%	0.554%	0.554%	0.554%	0.554%	0.554%	0.554%	Total
	20.4450%	per position	21.8285%	21.9385%	23.1185%	21.8385%	25.8085%	25.4985%	25.3485%	
Health Insurance	$11,540.00									
Supplies	0.10									

(3) Annual utility costs will be projected at $1.75 per sq ft 1.75

(4) Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.

(5) Other:

IT Maintenance	1.5000	GSF
Security	0.2200	GSF
General Safety	0.0900	GSF
Research & Scientific Safety Costs	0.5000	GSF
Total	2.3100	
	0.7700	**GSF**
Landscape Greenscape	0.0003	CRV
Insurance Costs	0.0005	CRV
Total	**0.00080**	**CRV**

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AGENCY: System-wide Needs | Agency No.: 501 | FY 2017 Request
FUNCTION: | Function No.: 02 | Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Board approved category | Activity No.: | Revision No. ___

A: Decision Unit No: 12.01 Title: **Higher Education Research Council** Priority Ranking 1 of 2

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:**					
1. Mission and Goals of HERC					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$300,000				$300,000
LUMP SUM:					
GRAND TOTAL	$300,000				$300,000

Supports institution/agency and Board strategic plans:

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

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

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

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

Performance Measures:

- Percentage of students participating in internships or undergraduate research

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

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

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

PM – Number of undergraduate students supported by sponsored projects
PM – Number of graduate students supported by sponsored projects
PM – Number of faculty and staff involved in sponsored projects

Objective b – Increase the dissemination of research findings.

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

Description:

Research is increasingly viewed as a key factor in the future economic vitality of Idaho. It is fundamental to the mission of a university or college due to its role in knowledge discovery. On the most basic level, research strengthens a university's or college's primary product – innovative, well-educated graduates ready to enter a competitive workforce.

Undergraduate experience in research or creative activity is critical in helping students determine an area of interest and in jump-starting their careers. These students learn to work in interdisciplinary teams, explore career fields, and often discover a passion for scholarly activity they did not know existed. The collaborative nature of undergraduate research and the individual mentoring students receive from their advisors enhances the student learning experience and contributes to student retention.

Idaho's universities and colleges recognize the importance of preparing researchers of the future and are committed to incorporating undergraduate student research and creative activity into the teaching and knowledge-discovery missions of the institutions. These endeavors may include students working on faculty-led projects or on student-initiated, classroom based projects.

In faculty led research and scholarly activity, students work collaboratively with faculty to learn the discipline of creative activity with direct application to a specific project of importance to the faculty member. In class-room based research, undergraduates engage in independent or team projects to integrate theoretical learning with the world beyond the classroom.

Funds currently allocated to HERC are used to support:
(1) individual and multi-disciplinary research projects;

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

HERC funds are used:

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

Questions:

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

   To support undergraduate experiences in research and creative activity in Idaho's institutions of higher learning, fiscal resources are requested in the amount of $300,000 annually.

   This funding will be used for but is not restricted to:
   - Undergraduate research and creative activity fellowships
   - Purchase of research materials
   - Assistance for activities such as travel to present research findings, to visit a research site, to show creative works, or to attend professional conferences.
   - Develop curricula for project based classes

2. What resources are necessary to implement this request?

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

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

   c. List any additional operating funds and capital items needed. N/A

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

   On-going general funds.

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

The immediate benefit is to the students, in addition to the increased quality of the education experience that research provides for students, students learn to work in interdisciplinary teams, explore career fields. The research experience also helps our Idaho businesses who hire these students upon graduation. Research experience gives students hands on experience in their areas of study that are invaluable to their future employers.

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

   This is the one priority item for System-wide needs this year.

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

AGENCY: Boise State University | Agency No.: 510 | FY 2017 Request
FUNCTION: Instructional and Student Support | Function No.: 01 | Page __1_ of _8 Pages
ACTIVITY: Improve college completion rates | Activity No.: | Original Submission __ or **Revision No. 1**

A: Decision Unit No: 12.01	Title: **Complete College Idaho**				Priority Ranking **1 of 4**
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	91				91
PERSONNEL COSTS:					
1. Salaries	$3,385,900				$3,385,900
2. Benefits	$1,745,200				$1,745,200
3.					
TOTAL PERSONNEL COSTS:	$5,131,100				$5,131,100
OPERATING EXPENDITURES **by summary object:**					
1. Operating Expense	$191,000				$191,000
TOTAL OPERATING EXPENDITURES:	$191,000				$191,000
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$5,322,100				$5,322,100

Supports institution/agency and Board strategic plans:

Support for the SBOE Strategic Plan:

GOAL 1: A WELL EDUCATED CITIZENRY:
Objective A: Access
Performance Measure:
- *Postsecondary student enrollment by race/ethnicity/gender as compared against population.*

⇒ The funding of this request will increase access of Idaho's citizens to post-secondary education by increasing capacity at BSU, especially at the upper division level.

Objective B: Higher Level of Educational Attainment
Performance Measures:

- *Percentage of new full-time students returning (or graduated) for second year in an Idaho public institution.*
- *Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.*

⇒ The funding of this request will have substantial impact on the level of educational attainment of Idahoans. It will:

- Increase retention by providing greater access to advisors and by increasing the proportion of courses taught by full-time faculty members.
- Increase progression to degree by removing bottlenecks and increasing capacity in high-demand programs.
- Increase the percent of Idahoans with a college degree by increasing capacity at Boise State University, the Idaho institution with the highest annual production of baccalaureate graduates.

GOAL 3: Effective and Efficient Delivery Systems
Objective A: Cost Effective and Fiscally Prudent –
Performance Measures:

- *Cost per successfully completed weighted student credit hour*
- *Average net cost to attend public 4 year institution.*

⇒ The funding of new academic support staff will increase the efficiency of delivery by BSU because department chairs will less time on administrative functions and more time on leadership, assessment and improving the effectiveness and efficiency of their academic departments and support for students.

Support for SBOE's Complete College Idaho Plan:

BSU has fully embraced the August 2010 call by the SBOE for more post-secondary graduates, and has made that call the cornerstone of strategic planning. BSU's Strategic Enrollment Plan is grounded on the goal of increasing the number of baccalaureate graduates, especially those with a substantial impact on Idaho's rate of educational attainment. BSU has consistently surpassed the goals set out by the SBOE for numbers of baccalaureate graduates. In addition, BSU has made substantial progress in increasing key measures that contribute to numbers of graduates; for example, our 6-year graduation rate increased from 30% for our 2006 cohort to 37% for our 2008 cohort.

BSU's line item request is focused on providing the capacity that is needed to continue to increase its number of baccalaureate graduates, thereby contributing to the SBOE's 60% goal in the CCI plan.

Connection with the SBOE's Program Prioritization Initiative

BSU's Program Prioritization process is connected to this request in the following ways:

- Productivity of graduates was an important component of prioritizing academic programs and departments. Any academic program with a number of graduates

per year below a threshold value (10 for baccalaureate programs) was required to take actions to increase productivity.

- Programs with high numbers of enrollees and graduates per faculty will be the recipients of new faculty positions.
- The principles of Program Prioritization were used as the basis for two recent actions that resulted in substantial reallocation of funding: (i) the closure of the Department of Community and Regional Planning and its academic programs; and (ii) the discontinuation of two lecturer positions and several adjunct faculty in the Department of History.

Support for BSU's Strategic Plan: *Focus on Effectiveness 2012-2017*

Goal #2: Facilitate the timely attainment of education goals of our diverse student population.

Performance Measures:

- *Number of degree graduates*
- *Baccalaureate graduates per FTE*
- *Freshman Retention Rate*
- *Six-year graduation rate*

⇒ The funding of this request will increase the ability of BSU to facilitate attainment of educational goals by our students by increasing capacity. It will:

- Increase retention by providing greater access to advisors and by increasing the proportion of courses taught by full-time faculty members.
- Increase progression to degree by removing bottlenecks and increasing capacity in high-demand programs.

Goal 4: Align university programs and activities with community needs.

Performance measure:

- *Number of graduates with high impact on Idaho's college completion rate: (i) Baccalaureate graduates from traditionally underrepresented groups (from rural counties and from ethnic minorities),*

  (ii) Baccalaureate graduates who are Idaho residents, and

  (iii) Baccalaureate graduates who transferred from Idaho community colleges.

⇒ The funding of this request will have substantial impact the number of graduates with high impact on Idaho's college completion rate by increasing capacity in high demand programs, by increasing access to advisors, and by removing bottlenecks to progression to degree.

Goal 5: Transform our operations to serve the contemporary mission of the university.

Performance measure:

- *Total expense per EWA -weighted SCH delivered*
- *Number of graduates per $100k expense*
- *Cost of education*

⇒ The funding of new academic support staff will increase the efficiency of delivery by BSU because department chairs will be more effective leaders and therefore be better able to ensure the effectiveness and efficiency of their academic departments.

Description:

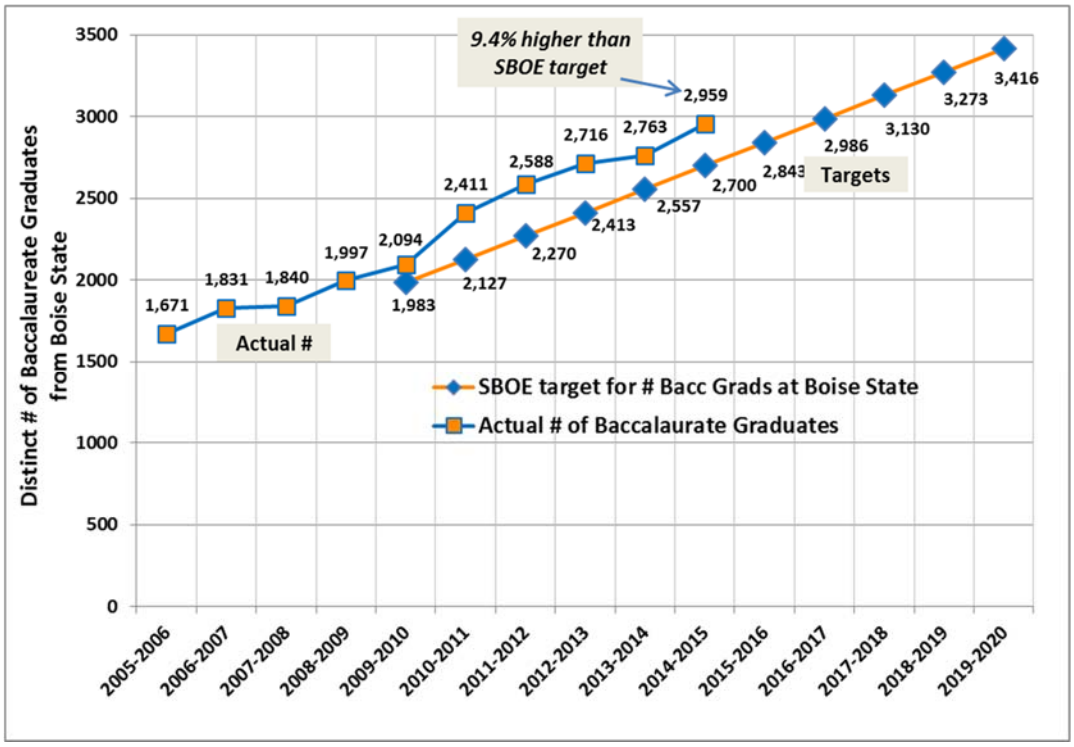
The need for implementation of the Complete College Idaho Plan is encapsulated the following paragraph from a 2012 report from the Office of Performance Evaluations on reducing barriers to postsecondary education:

> *"The long-term benefits of increasing educational attainment levels of Idahoans will directly impact the creation of new businesses … [and] the economic and social well-being of the state."*

The intent of the Complete College Idaho Plan is well-summarized by the following paragraph from the plan's introduction:

> *"The state has committed to a bold agenda to transform our talent base by efficiently and effectively increasing the number of citizens with postsecondary degrees and certificates. To meet this commitment, a diverse partnership of individuals, businesses, institutions, and policymakers developed a statewide plan to achieve Idaho's education goal. This plan mirrors Governor Otter's commitment to a unified job creation and growth strategy, which has resulted in a focused vision for Idaho and its educational system."*

Boise State University (BSU) is highly successful in producing college graduates, thereby contributing to the educational attainment rate of Idahoans. In fact, BSU has consistently exceeded the targets that were established in August 2010 by the Idaho State Board of Education for numbers of graduates (see graph).



However, given our present level of state appropriations, the lack of funding of enrollment workload adjustments during years of rapid growth, and a shift in our student population to a higher proportion of upper division students, it will be difficult for BSU to continue to increase capacity and numbers of graduates without additional staffing.

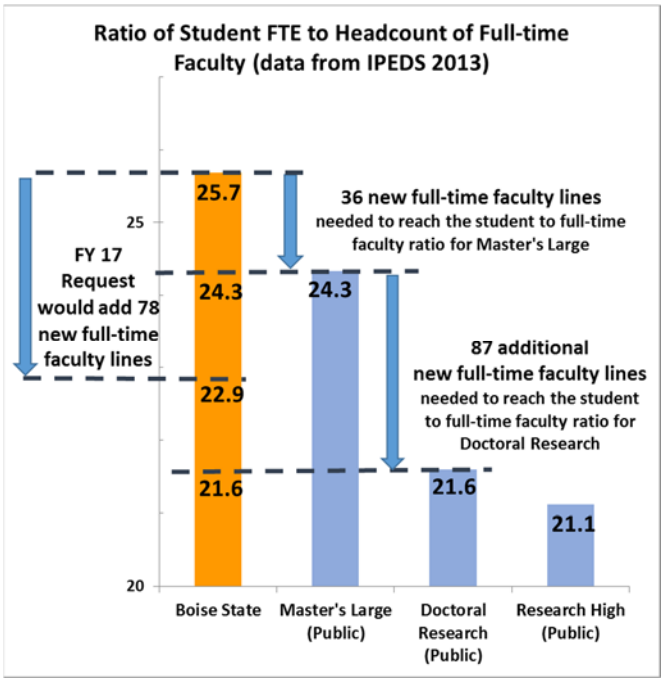
Tenure-track faculty and clinical faculty are the most qualified to teach upper division courses, which are currently a bottleneck to degree progression and graduation for many students. We request funding for 27 additional tenure-track faculty members and 8 clinical faculty members to expand upper division capacity in degree programs with high student demand.

Our heavy reliance on part-time adjunct faculty to teach lower division courses is also a barrier to student progression toward degree. Full-time faculty are generally more accessible to students for outside-of-class support and advising. Full-time faculty also lead efforts to create innovative pedagogies. We request funding to reduce reliance on part-time adjunct faculty through the creation of 30 full-time Lecturer positions that would replace part-time instructional capacity with full-time instructional capacity.

Although we have made substantial progress in reducing the number of bottleneck classes at the lower division level, there remain a number of areas where additional instructional capacity at the lower division level would facilitate student progress. To provide that additional capacity, we request funding to create 8 new Lecturer positions.

The graph below shows the ratios of student FTE to full-time faculty members. The 78 full-time faculty positions in this request would move Boise State's ratio to a ratio between that of Master's-Large and Doctoral-Research Universities. Note that in the 2015

Carnegie classifications, Boise State is likely to receive either a Doctoral Research or a Research-High classification.



Access by students to professional advisors has been shown to have a significant positive impact on student retention and reduced time to graduation. We request funds to hire two professional advisors, in order to reach a ratio of 300 lower-division students per advisor. Faculty members generally serve as advisors for upper-division students.

Finally, we will continue to restructure the administrative support of academic departments, in order to run business operations more efficiently and effectively. Restructuring and enhancing administrative support will free department chairs from tasks that could better be performed by staff members, enabling them to devote to focus on leadership and program development, student recruitment and career advising, and assessments and development of faculty, staff, and curricula.

Questions:

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

BSU produces more baccalaureate graduates than any other public institution in Idaho, and does so in a more cost efficient manner than any other public institution in Idaho. However, (i) state appropriation levels have not kept pace with increasing enrollments; (ii) the State Board of Education is understandably reluctant to approve large tuition increases; and (iii) BSU's student population has shifted to more upper division and graduate students. Consequently, it has become increasingly difficult for BSU to expand capacity, in order to increase its numbers of graduates.

The following actions are proposed to enable us to increase our ability to increase production of baccalaureate graduates:

- Increase by 27 the number of tenure-track faculty members and increase by 8 the number of clinical faculty members. Tenure track and clinical faculty members are those most qualified to teach the increased number of upper division sections needed to remove bottlenecks to degree progression and graduation.
- Convert substantial part-time teaching capacity to full-time teaching capacity by increase by 31 the number of full-time lecturer positions, resulting in a reduction in our reliance on adjunct faculty members.
- Increase our overall lower division teaching capacity by adding 8 lecturer positions
- Increase by five the number of professional advisor positions to increase student retention and graduation.
- Increase by 13 our support staff in academic departments to create more efficient and effective academic departments.

2. What resources are necessary to implement this request?

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

The following personnel will be hired with funds from this initiative.

- Twenty-seven tenure-track faculty lines, hired full-time on 9-month contracts at the assistant professor level. Salary and benefits are estimated at $55,000 and $22,855 per faculty member, respectively.
- Eight clinical faculty member lines, hired full-time on 9 month contracts. Salary and benefits are estimated at $50,000 and $21,795 per faculty member, respectively.
- Thirty-one lecturer positions that are conversions of part-time teaching capacity to full-time teaching capacity, hired full-time on 9-month contracts at the “lecturer” level. For each lecturer, salary and benefits are estimated at $41,000 and $19,888, respectively. Existing adjunct salary and benefits ($23,736 and $4,747 for a load equivalent to that taught by one lecturer) will be used to fund a portion of required salary and benefits; $17,264 in salary and $15,141 in benefits per lecturer will be funded by this initiative.
- Eight additional lecturer positions to provide additional instructional capacity at the lower division level. For each lecturer, salary and benefits are estimated at $41,000 and $19,888, respectively
- Five professional advisor positions, hired full-time on 12-month contracts. Salary and benefits are estimated at $40,000 and $19,676 per advisor, respectively.
- Thirteen administrative staff positions, hired full-time on 12-month contracts. Salary and benefits are estimated at $35,000 and $18,617 per staff member, respectively.

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

The following are a small selection from among the many examples of the reallocation of resources to enhance the strength of our CCI efforts.

- The Department of Community and Regional Planning and its degree programs were discontinued, and two lecturer lines in the Department of History were discontinued.
- The College of Health Sciences shifted three FTE faculty lines from the Department of Nursing to the Department of Kinesiology and the Department of Community Health to enable them to expand capacity in the former and create a new B.S. in Public Health program in the latter. The new degree in Public Health will provide a more focused and professionally valuable degree for students interested in the health sciences, thereby increasing the number of graduates from Boise State University.
- Upgraded "Department Manager" positions were created in the Departments of English and Materials Science & Engineering via reallocation of funds; those position relieve the department chairs and faculty members of a number of administrative tasks and decisions, thereby freeing them to focus on broader issues and on instruction.

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

Each new faculty member requires additional operating expense to serve the students that will benefit from this initiative. Operating expense totaling $191,000 is requested.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

All funds requested are ongoing.

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

This request will serve the needs of the state of Idaho and the businesses of Idaho by producing more college graduates, thereby enhancing the state's workforce. This request will serve the needs of the citizens of Idaho by providing them with additional opportunities to successfully complete a college education, in order to build the workforce required to bring high-paying jobs to Idaho.

Without the requested funding BSU's ability to produce additional college graduates will be limited.

AGENCY: Boise State University | Agency No.: 512 | FY 2017 Request

FUNCTION: Instruction | Function No.: 01 | Page 1 of 6 Pages

ACTIVITY: Materials Science and Engineering. | Activity No.: | Original Submission __ or **Revision No. 1**

A: Decision Unit No: 12.02 | Title: **Materials Science and Engineering Research Initiative** | Priority Ranking **2 of 4**

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8				8
GRADUATE ASSISTANTS	12				12
PERSONNEL COSTS:					
1. Salaries	$720,000				$720,000
2. Benefits	$219,800				$219,800
3. Graduate Assistant Stipends	$360,000				$360,000
4. Graduate Assistant Benefits	$28,800				$28,800
TOTAL PERSONNEL COSTS:	$1,328,600				$1,328,600
OPERATING EXPENDITURES **by summary object:**					
1. Graduate Assistant Tuition Waivers	$126,400				$126,400
2. Operating Expenses	$64,000				$64,000
TOTAL OPERATING EXPENDITURES:	$190,400				$190,400
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,519,000				$1,519,000

Supports institution/agency and Board strategic plans:

Support for the SBOE Strategic Plan:

GOAL 1: A WELL EDUCATED CITIZENRY:

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

Performance Measures:

- *Ratio of STEM to non-STEM baccalaureate degrees conferred in STEM fields*

- *Percentage of students participating in undergraduate research.*

⇒ The funding of this request will increase access of Idaho's citizens to a premier PhD program in materials science and engineering. The initiative will also result in increased numbers of STEM undergraduate majors and in increased undergraduate research opportunities. Note that the existing performance measures do not adequately assess the value of enhanced graduate-level educational opportunities.

GOAL 2: CRITICAL THINKING AND INNOVATION

Objective A: Critical Thinking, Innovation, and Creativity

Performance Measures:

- *Institution expenditures from competitive federally funded grants*
- *Institution expenditures from competitive industry funded grants*
- *Number of sponsored projects involving the private sector.*
- *Total amount of research expenditures*

⇒ The funding of this initiative will result in increased research productivity by MSE faculty members and students, especially in federally-funded grants and industry-funded research efforts. The above performance measures do not adequately assess what will likely be an even more important benefit to the state of Idaho: increased numbers of patents and startup companies that will result from research in the program.

Support for SBOE's Complete College Idaho Plan:

The Complete College Idaho Plan is founded on the notion that increased educational attainment will result in a more highly qualified workforce, providing economic benefit to the state. This line-item request will provide Idaho industry with highly qualified PhD graduates in materials science and engineering. Although the number of graduates will be small relative to baccalaureate programs, the economic impact will be profound.

Connection with the SBOE's Program Prioritization initiative.

BSU's Program Prioritization process is connected to this request in the following ways:

- Productivity of graduates was an important component of scoring of academic programs and academic departments. Although the PhD in MSE was too new in 2013-14 to be evaluated during Program Prioritization, the program has proven itself to be highly productive and efficient in terms of numbers of students enrolled, numbers of graduates, and time to degree. Were we to go through the Program Prioritization process at this time, the PhD in MSE would place in the top quintile.

- An important measure used to evaluate academic departments is research productivity, as measured by research expenditures per faculty member. Research expenditures per faculty FTE for the Department of MSE were two-and-

a-half times that at peer institutions in the most recent results of the Delaware Study.

Support for BSU's Strategic Plan: *Focus on Effectiveness 2012-2017*

Goal 1: Create a signature, high-quality educational experience for all students.

⇒ The PhD in MSE program is poised to become the best in Idaho and one of the best in the Northwest. (At present, none of our performance measures adequately assess the value of signature graduate programs.)

Goal 3: Gain distinction as a doctoral research university.

Performance measures:

- *Total research & development expenditures*
- *Number of doctoral graduates*
- *New doctoral programs*
- *Number of peer-reviewed publications and number of citations*
- *Production of intellectual property (To be added to list of performance measures; measured via # of disclosures, licensing agreements, patents, and start-up companies.*

⇒ The funding of this request will contribute substantially to our distinction as a doctoral research university by increasing (i) research grant activity, (ii) the number of doctoral graduates, (iii) the number of publications, and (iv) the production of intellectual property.

Goal 4: Align university programs and activities with community needs.

Performance measures:

- *Number of graduates in high demand disciplines*
- *Number of STEM graduates*

⇒ The funding of this request will produce high-level graduates in a discipline that is in very high demand among local industry.

Description:

Recognizing the need for a stronger foundation in materials science in the region, the Micron Foundation donated $13M to create a new PhD in Materials Science and Engineering (MSE) and fund it for four years.

This FY17 Line Item Request will enable BSU to expand the program, in particular enhancing the interdisciplinary foundation of the program, with permanent funding for:

- 8 new faculty lines that are jointly appointed in MSE and a partner department
- 12 new graduate assistantships

As stated in his letter of support for the creation of the PhD program, Dr. Du Li, TEM Laboratory Manager, Micron Technology, Inc. wrote*: "To maintain the core value of the company, we have to enhance research and development to generate better product ideas. One of the requirements to fulfill this task is the need of highly trained engineers. These qualified engineers should normally have PhD training with solid background in at least one of two disciplines in Engineering… Materials Science and Engineering is one of these disciplines and will become more and more important in the near future."*

The PhD in MSE was created in response several factors, including: (i) demand from local employers; (ii) a significant amount of external support for materials research at Boise State including grants from the National Science Foundation, the Department of Defense, and the Department of Energy; (iii) strong, research programs involving collaborations among faculty in the Departments of Materials Science & Engineering, Physics, Chemistry, Biology; and (iv) rapid growth of the B.S. and M.S. programs in MSE at BSU. The PhD program will generate a significant number of qualified graduate students with extensive training in the key areas of the state's high-tech economy, including semiconductor science, nanotechnology, and energy materials.

The first students entered the program in Fall of 2012 and by Fall of 2014 the program had grown to 29 students enrolled, making it the largest PhD program in engineering in the state of Idaho. The program graduated three students in FY2014.

The strength and contribution of any PhD program depends primarily on its faculty. The primary use of the Micron gift was to create new faculty lines, the value of which was described by Dr. Hussein Zbib, Professor in the School of Mechanical and Materials Engineering at Washington State University, who served as an external reviewer for the program: *"With the addition of nine new faculty members and the projected enrollment in the PhD program, the MSE at BSU will become the largest MSE department in the northwest, providing a unique opportunity to lead the region in key areas of research."*

The hiring of eight additional new faculty members will place the program firmly and unequivocally among the best programs in the nation. Each of the new faculty members will be jointly appointed between MSE and either the Department of Chemistry and Biochemistry (3 lines) or the Department of Mechanical and Biomedical Engineering (5 lines), strengthening the interdisciplinary nature of the program. Boise State faculty members from a wide range of disciplines involved in materials research are known for their work in fighting cancer, creating new materials that withstand extreme environmental conditions, developing an extraordinary array of sensors, and advancing knowledge in a wide range of other initiatives. Research expenditures per faculty member per year average approximately $400,000, which is comparable to the top ten programs in the nation.

Materials research at Boise State has quickly matured into an effective partner to Idaho companies, where research collaborations are resulting in leading edge applications for the use of structural DNA as a way to overcome the technical and non-technical barriers to high-volume manufacturing of nanoscale materials, devices, and systems. Boise State materials researchers are also working in close collaboration with the Idaho National Laboratory on a range of issues that affect our energy security.

Questions:

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

   The Micron Foundation provided startup funding for Boise State to create a new PhD in MSE because of (i) increased demand, both nationally and locally, for highly trained PhD level graduates in MSE and (ii) the need for research into new materials and their application.

   This line-item request provides the state legislature with the opportunity to grow this important program through the allocation of permanent funds.

   To do so requires ongoing funding for:
   - 8 new faculty lines that are jointly appointed in MSE and a partner department
   - 12 new graduate assistantships

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

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

   The following personnel will be funded from this initiative.

   - Eight tenure-track faculty lines, hired full-time on 9-month contracts at the levels of assistant professor and associate professor. Salary and benefits average $90,000 and $27,471 per position, respectively. Five of the faculty members will be jointly appointed in MSE and in the Department of Mechanical and Biomedical Engineering and three will be jointly appointed in MSE and in the Department of Chemistry and Biochemistry.
   - Twelve graduate assistantships (an average of 1.5 per new faculty member), each with an annual stipend of $30,000, benefits of $1,200 per year, and the cost of a tuition and fee waiver of $10,536 per year.

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

   Using a combination of reallocated funds and funds resulting from increased enrollment, the University will fund all of the faculty, staff, and graduate assistant positions that were initially funded by the Micron Foundation.

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

   Operating expense is requested in the form of tuition and fee waivers for graduate assistantships: 18 students at $10,536 per student per year.

Operating expense at $8,000 per new faculty member is requested to fund In addition, computers, equipment and travel funds.

A new academic building is needed and is on the University's Set A capital budget request. Fundraising is underway and a sizeable gift is in the final stages of approval.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

All funds requested are ongoing to support permanent faculty and graduate assistant lines and to provide operating and travel funds. The building is not included in this request, but is noted since this new program will be housed in that facility.

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

The Treasure Valley area of Idaho has the largest concentration of advanced materials-related manufacturing companies in the state, including Micron Technology and Hewlett-Packard. A wide variety of smaller companies also need materials expertise including Quality Thermistor, Plexus, NxtEdge, Campbell Company, and PKG. The Idaho National Laboratory also employs a large group of material scientists, who are critical in maintaining the lab's leadership role in the advancement of nuclear energy and other renewable energy sources. The continued success and growth of a regional high-technology economy and the ability to attract other major companies requires a research and development base and the availability of a highly skilled technical workforce.

Although 80% of Idaho residents are high-school graduates (as compared to 75% nationwide), the state ranks near the bottom in the production of new science and engineering doctoral degrees. As a result, a large fraction of the high-tech job opportunities available within the state go to well-qualified graduates from other states. Therefore, if more Idaho residents were qualified, local employers would be interested in hiring them.

Funding this request will enable BSU to grow an already strong program. Failure to fund this request will result in lost opportunities, not only in the number of PhD graduates but in new discoveries in materials science and engineering.

AGENCY: Boise State University | Agency No.: 512 | FY 2017 Request
FUNCTION: Instructional | Function No.: 01 | Page _1__ of 9_ Pages
ACTIVITY: Program support for new college | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.03	Title: **College of Innovation & Design**			Priority Ranking **3 of 4**	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	11.5				11.5
PERSONNEL COSTS:					
1. Salaries	$706,200				$706,200
2. Benefits	$274,500				$274,500
TOTAL PERSONNEL COSTS:	$980,700				$980,700
OPERATING EXPENDITURES **by summary object:**					
TOTAL OPERATING EXPENDITURES:	$40,200				$40,200
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,020,900				$1,020,900

Supports institution/agency and Board strategic plans:

Support for the SBOE Strategic Plan:

GOAL 1: A WELL EDUCATED CITIZENRY:

Objective B: Higher Level of Educational Attainment

⇒ The funding of this request will have substantial impact on the level of educational attainment of Idahoans. It will:

- Increase retention by providing greater variety of majors and options for students to explore areas of interest outside of their major and essentially customize their educational experience.
- Increase the percent of Idahoans with a college degree by adding new programs of interest to serve today's students and industry leaders.

Objective D: Transition

⇒ The funding of this request will have substantial impact on our students perception of quality of their educational experience. Further, it will allow us to react quickly to growing workforce demands and to create programs that feed the local and regional economies.

GOAL 2: Critical Thinking and Innovation

Objective A: Critical Thinking, Innovation and creativity – increase research and development of new ideas into solutions that benefit society

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

⇒ The funding of this request will have substantial impact on our students educational experience and their ability to think critically and tackle problems innovatively. Further, it will allow us to react quickly to growing workforce demands and to create programs that feed the local and regional economies

Support for BSU's Strategic Plan: *Focus on Effectiveness 2012-2017*

Goal #1: Create a signature, high-quality educational experience for all students

Performance Measures:

- *NSSE benchmark of student perception of quality of educational experience*

⇒ The funding of this request will have substantial impact on our students educational experience and their ability to think critically and tackle problems innovatively. Further, it will allow us to react quickly to growing workforce demands and to create programs that feed the local and regional economies

Goal #2: Facilitate the timely attainment of education goals of our diverse student population.

Performance Measures:

- *Number of degree graduates*
- *Freshman Retention Rate*
- *Six-year graduation rate*
- *eCampus*

⇒ The funding of this request will increase the ability of BSU to facilitate attainment of educational goals by our students by increasing capacity. It will:

- Increase retention by providing greater access to advisors and by increasing the proportion of courses taught by full-time faculty members.
- Increase progression to degree by removing bottlenecks and increasing capacity in high-demand programs.

Goal 4: Align university programs and activities with community needs.

Performance measure:

- *Number of graduates in high demand disciplines*

⇒ The funding of this request will have substantial impact on our students perception of quality of their educational experience. Further, it will allow us to react quickly to growing workforce demands and to create programs that feed the local and regional economies.

Support for SBOE's Complete College Idaho Plan:

BSU has fully embraced the August 2010 call by the SBOE for more postsecondary graduates, and has made that call the cornerstone of strategic planning. Boise State's Strategic Enrollment Plan is grounded on the goal of increasing the number of baccalaureate graduates, especially those with a substantial impact on Idaho's rate of educational attainment. Boise State has consistently surpassed the goals set out by the SBOE for numbers of baccalaureate graduates. In addition, Boise State has made substantial progress in increasing key measures that contribute to numbers of graduates; for example, our 6-year graduation rate increased from 30% for our 2006 cohort to 37% for our 2008 cohort.

Our line item request is focused on providing greater variety of majors and options for students to explore areas of interest outside of their major and essentially customize their educational experience, which will contribute positively to enrollment, retention, academic quality and the student experience.

Connection with the SBOE's Program Prioritization initiative.

The creation of the College of Innovation and Design (CID) was made possible in large measure by the program prioritization effort and the acknowledgement on campus that as we make way for new and innovative programming to serve students and our community, we have to review existing programming and ensure it is still relevant. Because of this process, all of the initial funding to pay for the central college administration was derived from reallocation. We expect this to be an ongoing process such that reallocation of resources to the College of Innovation and Design for unique programming will continue as time goes on. However, in order to most effectively launch our efforts in these areas and open up these services to larger numbers of students, a new state investment is needed.

Description:
Funding is being sought to support new programming for the College of Innovation & Design (CID) as well as the enhancement of existing campus programs as they transition to CID. The College of Innovation and Design is a university-wide hub focused on transforming academic programming, learning, and research at Boise State University. Leveraging the speed, collaboration, and risk-taking of a start-up, the college will inspire and support faculty, students and community members from diverse disciplines to create new pathways of learning that anticipate the demands and opportunities of our ever-changing world and workplace.

We anticipate that teams of faculty, students and others will use this structure and the opportunity it provides to generate pioneering degrees, badges and certificates as well as design new and innovative approaches to research, community engagement efforts and other initiatives that transcend conventional university boundaries, structures or disciplines.

Specifically, funds will be used to support the new Bachelor of Science in Games, Interactive Media & Mobile (GIMM) program, to build a Bridge to Career program, and to enhance, expand and permanently fund Venture College.

Games, Interactive Media & Mobile (GIMM)

Boise State University's new Bachelor of Science in Games, Interactive Media & Mobile (GIMM) is the first degree program approved within the new College of Innovation & Design. It will produce client-side developers capable of creating immersive and interactive experiences with both software and mobile hardware. The proposed program will take advantage of emerging technological change in the mobile and gaming development industries. The GIMM program will provide a broad, comprehensive, and technologically-focused program of study that includes courses in game development, interactive media creation, mobile application development, information technology management, art, and graphic design. The program is targeted at students who are interested in working with mobile applications, interactive media, and game development as programmers, interactive developers, and interactive media project managers. The University is using local funds to initiate the program. This request is for permanent, appropriated dollars to support the program into the future.

Bridge-to-Career

The Bridge to Career project will develop ways to offer Boise State University undergraduate students with essential, complementary knowledge and skills outside their disciplinary home, thereby better preparing students for success as they transition from campus to career. The project will initially have three emphases: business literacy, technical literacy, and professional success. Other emphases, like International literacy, are also being explored.

The idea is for students to develop basic fluency in areas that will impact their ability to be hired and be successful in the workplace. The program will develop credit-based courses that will provide basic proficiency to augment a particular degree/major. For example, an Art major who plans to produce and sell individual works would benefit greatly from business literacy. An English major could benefit greatly from adding technical literacy to their skills in order to navigate the various methods used for communicating in today's society. Bridge to Career courses will be available to all students at Boise State University.

Venture College

Venture College was created at Boise State a few years ago to help Boise State students start businesses (or non-profits) while pursuing their education. It is being moved to the College of Innovation & Design so that we can enhance and expand its offerings. Specifically, Venture College will be available to 1000+ students each year, regardless of major, and will help those who have interest in testing their ideas and skills to solve complex problems, not just those who want to start businesses.

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

GIMM

Funds will be used to support faculty hires and operating expenditures in the new Bachelor of Science in Games, Interactive Media & Mobile (GIMM) program. The University is using local funds to initiate the program. This request will provide for permanent, appropriated dollars to support the program into the future.

Bridge to Career

Funding will support the cost of initial staff and faculty to offer coursework to students. Bridge to Career is being initiated with existing university resources (local funds). This request will provide for permanent, appropriated dollars to support the program into the future.

Venture College

Funding will support current staffing in Venture College and allow for additional staff to support the expansion of the program. Local funds have been supporting current staff since the program was piloted in 2013.

2. What resources are necessary to implement this request?

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

GIMM: Funds are requested for salaries and benefits for four faculty lines: one clinical associate professor, who will also serve as director, and three clinical assistant professors. Each of these positions is full-time on 9 month contract. In addition, funds are being sought to support software licensing.

Bridge-to-Career: New appropriated funding is necessary to implement this program and support a part-time director to oversee the program and a full-time instructional designer

to develop the courses necessary for the program. We will make substantial use of professionals in the business community to teach classes based on their own experience in the workforce. Support for these adjunct instructors is included in the request.

Venture College: Funds are requested to support new, permanent staff positions to expand Venture College beyond its current capacity so it can support entrepreneurial ventures and ideas from larger numbers of students. Specifically, the request will support six full-time staff positions.

GIMM	Salary	Fringe	Other	Total
Clinical asst professor	$ 58,000.00	$ 23,490.20		$ 81,490.20
Clinical asst professor	$ 58,000.00	$ 23,490.20		$ 81,490.20
Clinical asst professor	$ 58,000.00	$ 23,490.20		$ 81,490.20
Assoc professor/director	$ 75,000.00	$ 27,092.50		$ 102,092.50
Operating expenses (software)			$ 40,200.00	$ 40,200.00
Total				$ 386,763.10
Bridge to Career	Salary	Fringe	Other	Total
Director	$ 10,000.00	$ 13,319.00		$ 23,319.00
Instructional Designer	$ 55,000.00	$ 22,854.50		$ 77,854.50
Adjunct support	$ 45,000.00	$ -		$ 45,000.00
Total				$ 146,173.50
Venture College	Salary	Fringe	Other	Total
Director	$ 87,610.00	$ 29,764.56		$ 117,374.56
Assoc Director	$ 85,884.00	$ 29,398.82		$ 115,282.82
Asst Director	$ 43,680.00	$ 20,455.79		$ 64,135.79
Coordinator	$ 45,000.00	$ 20,735.50		$ 65,735.50
Coordinator	$ 45,000.00	$ 20,735.50		$ 65,735.50
Admin Assistant	$ 40,000.00	$ 19,676.00		$ 59,676.00
Total				$ 487,940.17
TOTAL ALL PROGRAMS				$ 1,020,876.77

Additional operating and capital funding needed to support the positions is being provided through reallocation of resources or local funding.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

All funds requested are intended to be ongoing, since most of the request is for permanent staff salaries and benefits.

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

GIMM

The GIMM program's goal is to create a nationally recognized curriculum that produces developers capable of creating interactive experiences with visual design, programming, and narrative skills. The program will maintain a focus on the cutting edge of technology, and will expose students to the latest trends in the industry, thereby supporting the growth of high tech industry here in Idaho.

The proposed program will meet the needs expressed by the Boise Valley Economic Partnership, which has been organizing game development and digital media development companies in the Treasure Valley to increase awareness and attract more of the gaming industry to the state. A November, 2013, meeting of industry and university representatives was held to identify needs for growing the industry in Idaho. Below is an excerpt from the report generated at the meeting:

> *"Education was another important theme raised in the discussion. For the industry, education had several needs including training the next generation of artists at the universities and colleges and helping artists communicate with others outside their fields (notably architecture, engineering and medical). The industry wants the universities and colleges to grab hold of the educational needs and develop a gaming program, offering core classes in gaming. Salt Lake City, UT was one example provided that developed a focus on training and gaming. Resources and training are also needed to help artists overcome the gap in talking about projects with engineers and architects. Several indicated that the larger community could assist with that effort."*

Funding to support this effort will serve students interested in this major as well as industry which will ultimately employ our graduates.

Bridge to Career

A recent report issued by the New York Federal Reserve confirmed, through analyzing 20 years of data, that today's graduates are having a tougher time transitioning to the job market than in the past and many are accepting jobs for which they are over-qualified—low-wage or part-time work.

The challenge in today's world is whether universities are providing all the tools necessary for the long-term success of our graduates. To provide our students with more opportunities to prepare for their entry into the workplace, Boise State has created a "Bridge to Career" program that students will be able to layer onto their degrees to demonstrate organizational and managerial skills that will improve their prospects as both job applicants and successful team members in the profit or not-for-profit sectors.

Benefits to both students and employers will be significant and serve to lessen the transition from college to workforce.

Venture College

The funding request will allow expansion of the program to serve a much larger number of students (1000+ annually) and a broader set of interests and issues. This funding will support the Boise community through support for startup ventures and by providing students with assistance and guidance as they seek to create solutions to societal issues.

Select highlights since the inception of the pilot program:

- *Fifteen have achieved revenue ranging from a few hundred dollars to more than $200,000.*
- *Ten pre-revenue entrepreneurs are continuing to test their ideas.*
- *Three concluded that their ideas will not work.*
- *One joined another entrepreneur.*
- *The others accepted full-time employment.*
- *Nine did not finish this rigorous program.*
- *Fourteen have earned the Boise State University Venture College Badge, signifying competency in the skills needed to test a business idea, including critical thinking, creativity, communications and collaboration.*
- *Six have obtained employment as a result of their Venture College experiences.*
- *Two have raised a total of $175,000 of capital.*
- Nine full-time-equivalent new jobs have been created.
- More than 400 community and business leaders agreed to serve as mentors to our entrepreneurs and as advisers to Venture College. More than 100 of them directly worked with one or more of our entrepreneurs.

Lack of funding for these programs will slow the start of our new College endeavors and potentially limit its impact and reach to our students and the community we serve.

AGENCY: Boise State University | Agency No.: 512 | FY 2017 Request
FUNCTION: Public Safety | Function No.: 01 | Page _1__ of 7 Pages
ACTIVITY: Campus Safety and Security | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.04	Title: **Department of Public Safety**				Priority Ranking **4 of 4**
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	2.00 New 22.00 Reclassifications				24.00
PERSONNEL COSTS:					
1. Salaries	173,900				173,900
2. Benefits	57,800				57,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	231,700				231,700
OPERATING EXPENDITURES **by summary object:**					
1. Operating Expenditures	168,300				168,300
TOTAL OPERATING EXPENDITURES:	168,300				168,300
CAPITAL OUTLAY **by summary object:**					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	400,000				400,000

Supports institution/agency and Board strategic plans:

Boise State Goal 4: Align University programs and activities with community needs.

Boise State Goal 5: Transform our operations to serve the contemporary mission of the University.

Description:

Boise State University Campus Security and Police Services intends to transition from a civilian security department to a public safety department with sworn police officers, having full police powers consistent with Idaho Peace Officers Standards and Training (P.O.S.T.) certifications. According to the Bureau of Justice Statistics, nearly all (92%) U.S. four-year public colleges and universities operated their own

law enforcement agencies during the 2011–2012 school year. Supporting this transition would align Boise State with national best practices, as well as with our peer institutions and conference partners. Additionally, this transition supports the University's strategic plan to become a metropolitan research university of distinction, acting as a leader in higher education environment in Idaho and falling in line with the standard across the country.

By creating a Boise State University Department of Public Safety, there would be numerous benefits:

- Emphasis in community policing and problem solving through continuous and new partnerships within the campus, the surrounding community, and regional law enforcement communities.
- Ability to enforce Boise State policy and procedures.
- A customer-service focus with Department of Public Safety employees.
- A coordinated, team approach to on-campus crime prevention and investigation, including an increased focus on sexual assault cases.
- Increased training and safety presentations for the campus community.
- Increased involvement in the educational and developmental process.

Boise State would be building on the already-established relationship with local law enforcement while meeting the specialized needs of a higher education population. Boise State University police officers would be more focused on community service and connecting with students and other employees; having a better understanding of University policy and procedures, as well as federal and state laws that govern higher education institutions; and internal resources.

Boise State University will use a phased-in approach to transition our current Campus Security and Police Services department to a law enforcement agency, which would include event security and parking functions, while continuing our relationship with the Boise Police Department. Through the four phases, Campus Security and Police Services will pursue the necessary legislative changes to authorize a law enforcement agency in the higher education setting; merge with Transportation and Parking Department, as well as restructuring Campus Security and Police Services, to build the foundation for the Department of Public Safety. We would also work on ensuring adequate facilities for the expansion of the Department of Public Safety and developing the policies and procedures necessary. The final result will be a Boise State University Department of Public Safety that will not only be a leader in Idaho for campus safety and security, but will also contribute to a positive and safety environment for the campus community to study, work, and visit.

Questions:

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

Boise State University Campus Security and Police Services intends to transition from a civilian security department to a public safety department with sworn police officers, having full police powers consistent with Idaho Peace Officers Standards and Training (P.O.S.T.) certifications.

The Department is headed by the Executive Director of the University Security Department, who is responsible for overseeing Boise State University's security program. The rest of the security team is comprised of a Security Operations Manager, Assistant Director of Event Security, Threat Assessment and Security Analysis Manager, Security Analyst, Security Officer Supervisor, 9 full-time Security Officers and 14 part-time Security Officers. Boise State University security officers patrol the campus 24 hours a day, 7 days a week.

Base Budget:

Appropriated:	$1,533,237
Local:	$ 599,150
Total:	$2,132,387

By Account:

Regular Salary:	$ 630,601
Irregular Salary:	$ 75,487
Fringe Benefits:	$ 318,797
Operating:	$ 113,422
Travel:	$ 5,000
Security Contract:	$ 989,080
Total:	$2,132,387

2. What resources are necessary to implement this request?

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

The University intends to hire 2 new full-time, benefit eligible positions and reclassify 22 full-time benefit eligible positions, through the merging of Transportation and Parking Services with the Campus Security and Police Services to create the Division of Public Safety in phase one of a multi-phased initiative. The positions would become effective July 1, 2016 if the request is approved.

- 2 position reclassification to Associate Director
- 1 position reclassification to Records Unit Manager
- 1 position reclassification to IT Security Manager
- 1 position reclassification to Community Service Manager
- 2 position reclassifications to Community Service Officer Supervisor
- 2 position reclassifications to Traffic Event Specialists Supervisor
- 13 position reclassifications to Community Services Officers
- 1 new position of Assistant Director – Emergency Management
- 1 new position of Crime Analyst

Personnel Costs

Position Change/New Position	Estimated Salary Amount	Estimated Fringe
Assistant Director - Emergency Management	$58,900.00	$23,681.00
Associate Directors (2)	$28,800.00	$6,000.00
Crime Analyst	$45,000.00	$21,100.00
CSO Manager	$7,984.00	$1,700.00
CSO/TES Supervisors	$12,500.00	$2,800.00
CSOs	$9,700.00	$2,500.00
Officer Overtime and Event Security	$11,035.00	
TOTAL	**$173,919.00**	**$57,781.00**

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

In line with Program Prioritization findings, a new Division of Public Safety will be created by consolidating University Security and Transportation and Parking Services. The new office will be reorganized into two primary offices: Operations and Events.

During the Program Prioritization Process, several of the highest risk programs in the division were: Campus Security, Security Compliance, Emergency Preparedness, Event Security/Management, and the Parking Shuttle Program. While some of the most stable and low risk programs were in the Transportation & Parking Services areas to include, Parking Space Management, Parking & Traffic Operations, the Parking Cycle Learning Center, Parking Maintenance, and Parking Information Technology.

By restructuring the two areas, stability will be brought to high risk areas by using the structure and efficiencies already existing in low risk areas. In addition, several of the SBOE Approved Peers have similar structures and this action will continue to bring Boise State in line with our peer institutions. In review of our aspirational institutions (http://ir.boisestate.edu/peer-institutions/), two of the three have similar organizational structures to the proposed.

Additionally, in the event of an emergency, currently Parking Event Staff handle the evacuation of campus due to them having the man power and training to efficiently and effectively move vehicle and pedestrian traffic, clearing the way for Security and Boise Police to handle the emergency situation.

The restructuring would increase and reinforce Security's presence as necessary for the daily operations of campus. Transportation and Parking Services would become an integral operational part of campus and would be refocused. Shifting the mission of TPS is an important part of program prioritization.

This will significantly increase the University's ability to plan for events and meet emergency needs as they arise.

In order to minimize services impact, the process will occur in four phases, with this request being the first phase.

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

Operating Expenditures	**Estimated Amount**
Uniforms & Equipment	$30,000.00
Training	$64,800.00
Radios	$1,000.00
Office Equipment	$5,400.00
Computer	$4,000.00
Cell Phones/Printers	$6,500.00
Marketing & Branding	$7,000.00
Field Supplies	$4,000.00
Report Exec Licenses	$3,600.00
Individual Org Memberships	$2,000.00
Vehicle	$40,000.00
TOTAL	**$168,300.00**

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request is the first part of a multi-phased initiative. Over the life of the life initiative the University will experience cost savings.

Boise State University will use a phased-in approach to transition our current Campus Security and Police Services department to a law enforcement agency, which would include event security and parking functions, while continuing our relationship with the Boise Police Department. Through the four phases, Campus Security and Police Services will pursue the necessary legislative changes to authorize a law enforcement agency in the higher education setting; merge with Transportation and Parking Department, as well as restructuring Campus Security and Police Services, to build the foundation for the Department of Public Safety.

Fee structure changes, revenue, and anticipated grant awards are anticipated to be minimal in the first phase of this transition.

All operating expenditures are ongoing except for the vehicle purchase ($40,000.00)

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

This request serves the students, faculty, staff, and visitors of the University directly. In addition the expanded areas around campus, including the newly developed Lusk Street area will be served by the Division of Public Safety through increased security presence, faster response times, security escort services, and emergency notifications.

5. Include a Problem Statement and Solution Statement along with measurable outcomes.

Boise State University Campus Security and Police Services is currently not aligned with national best practices and peer institutions.

According to the Bureau of Justice Statistics, nearly all (92%) U.S. four-year public colleges and universities operated their own law enforcement agencies during the 2011–2012 school year. Supporting this transition would align Boise State with national best practices, as well as with our peer institutions and conference partners.

Outcomes can be measured through increased response time, officer to student ratios, security officer logs, incident reports, University compliance with Clery Act and Title IX mandates, and ability to effectively and efficiently respond to emergency situations.

6. Line-item requests should be scalable.

By using a four phased approach, the line item remains scalable.

7. Address the influence of program prioritization on the request. Did you consider reallocating funding for this line-item?

Program Prioritization was the leading reason for this request. By using a combination of reallocated resources and new line-item requests, the University can develop a Division of Public Safety that brings the University in line with peer institutions and national standards.

8. How does the request advance the Board's 60% Goal or CCI Plan?

The University has seen increased interest in the Security operations at new student orientation. Parents and students are concerned with the safety of campus. There is also increased pressure on Security to keep up with the Campus Security Act of 1990, Title, and the Jeanne Clery Act. Security Officers worked 22,625 man hours during FY 13. Most (98%) of institutions with 15,000 or more students have university employed sworn campus law enforcement officers who enforce both criminal law and university policy.

The Division of Public Safety will provide students with a safe living and learning environment that will allow them to focus on their school work, rather than safety.

AGENCY: Idaho State University | Agency No.: 510 | FY 2017 Request
FUNCTION: Complete College Idaho | Function No.: 03 | Page 1 of 12
ACTIVITY: CCI – Retention and Completion | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.01	Title:	**Complete College Idaho – Retention and Completion**			Priority Ranking 1 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	21.00				21.0
PERSONNEL COSTS:					
1. Salaries	930,000				930,000
2. Benefits	426,000				426,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	1,356,000				1,356,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	21,000				21,000
2. Materials/Supplies (+ "early alert")	110,000				110,000
3. Communication	15,000				15,000
TOTAL OPERATING EXPENDITURES:	146,000				146,000
CAPITAL OUTLAY **by summary object:**					
1. PCs and workstations	63,000				63,000
TOTAL CAPITAL OUTLAY:	63,000				63,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,565,000				1,565,000

Supports institution/agency and Board strategic plans:

The proposed program supports key strategies identified in the Idaho State Board of Education and Idaho State University strategic plans. In particular, the technology-enabled "early alert" system and just in time intrusive advising will significantly advance those strategies associated with Complete College Idaho and the Board's 60% goal **by strengthening the pipeline and developing intentional advising along the K-20 continuum.**

ISU Goal 2: ACCESS AND OPPORTUNITY
Idaho State University provides diverse opportunities for students with a broad range of educational preparation and backgrounds to enter the University and climb the curricular ladder so that they may reach their intellectual potential and achieve their educational

goals. Objective 2.2—Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment, retention and completion are in place.
Through the use of a technology-enabled "early alert" system, retention advisors at Idaho State University will closely monitor individual students from admission through graduation, improving students' ability to "climb their curricular ladders" and achieve their educational goals. All academic advising at Idaho State University will be intrusive, efficient, and targeted, providing students with just in time advising to attain their intellectual potential.

SBOE Goal 1.B: The educational system will provide opportunities for individual advancement. Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

By combining technology with proactive advising, students will advance through Idaho State University more efficiently and effectively. Students will reduce the number of excess credits earned, reduce unnecessary student debt, receive vital advice in a timely manner, and decrease the number of academic missteps along the way.

Counseling services keep students in college that might otherwise stop out or drop out. This leads to enhanced retention and graduate rates for ISU. It allows ISU to meet the individual needs of students who attend ISU.

SBOE Goal 3.B: Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.

Early alert systems provide essential data for informed decision-making and continuous improvement with regard to student retention, persistence, and graduation. These systems help ensure that students are enrolling in the correct courses for their intended majors; provide crucial information for "at risk" populations; and deliver predictive measures to develop best practices to advance future populations of students.

Complete College Idaho:
Strengthen the Pipeline - Develop intentional advising along the K-20 continuum that links education with careers.

Through tighter alignment with Idaho high schools, ISU retention advisors will provide greater connectedness and information along Idaho's educational continuum thereby increasing Idaho's "go on" and completion rates.

Performance Measure:

The following are ISU's relevant performance measures linked to strengthening the pipeline and developing intentional advising.

Positively impact time to degree by 5% over the next three years; positively impact retention rates by 5% over next three years; positively impact undergraduate degree

production by 5% over the next three years; increase the retention rate to 75% over the next three years; increase to 50% the number of full-time freshman students who participate in First Year Seminar and university orientation courses; and maintain sufficient access to advising.

Description:

Retention and Completion

Problem: A pressing challenge for Idaho is to increase degree and certificate completion for all individuals, of all ages, and for all socioeconomic backgrounds. Retention rates in Idaho's higher educational institutions are simply not what they need to be in order to reach Idaho's 60% goal. Idaho State University is working to improve retention rates and has seen a 6.7% retention increase for full-time freshmen students from 2010 (62.3%) to 2013 (69%). Clearly, much still needs to be accomplished in this regard.

Solution: Retention and completion must become the focus of higher education across Idaho. To this end, Idaho State University proposes to closely oversee academic student progress, using a technology-enabled "early alert" system and further provide targeted "intrusive advising" to ensure student success. This intrusive advising is part of a larger retention and completion strategy that includes; greater connectedness with Idaho high schools; strong summer bridge programs; clear 4-year degree "academic" maps; focused student cohorts within structured schedules; full-time student enrollment of 15 credits per semester; "critical path" or "milestone" course completion each semester; and increased major/field specific advising to transition students into the workplace. In essence, ISU is proposing to place *all* future and current ISU students on guided pathways to successful careers.

In order for ISU to continue to build on our recent retention and completion successes, we are proposing to purchase a technology based "early alert" system; hire a technical analyst to implement and support the system; and hire a cohort of retention advisors (20 in total) in order to fully engage with our students.

This strategy will increase our ability to track student performance in required courses and focus interventions when and where they are needed most. For example, an early alert system will inform an advisor when a student has enrolled in the wrong class for his/her particular major or if a "critical path" course is not completed on time. An advisor will then intervene decreasing the impact of the student's misstep. Further, an early alert system provides us with the ability to target "at risk" students with specific interventions for their specific needs. Enabled by technology, all academic advising will be intrusive, efficient, and targeted, providing students with just in time advising when they need it most.

In order for ISU to bring full circle our retention and completion strategy, linking education with career opportunities, we are proposing that our retention advisors not only work with high schools to increase college awareness and connectedness, but also develop discipline specific expertise to effectively provide major/program explicit academic and

career advising. Thus, each advisor will mentor a student from the college application process, through lower division course discovery, upper division course selection, and graduation. These retention advisors will reach out to each and every student ensuring effective, consistent, clear, and specific academic advising. In collaboration with faculty across campus, retention advisors will also teach courses focused both on university orientation and career exploration. Because each student will have one advisor from college entrance to completion, students will no longer fall through the cracks and will therefore be retained and graduate at significantly higher rates.

Projected Outcomes: Universities across the country who have implemented technology-enabled intrusive advising programs such as the one described above have shown significant increases in retention and graduation. By means of example, Georgia State University's implementation has increased its graduation rates by more than 20 percentage points (from 31.5% to 53.4%) over the last 10 years. Idaho State University anticipates comparable significant results as well.

Program Prioritization: Retention and completion initiatives were determined to be Tier 1 priorities within ISU's program prioritization process. As such, new and additional resources are to be committed to these central goals. Program prioritization fund reallocation has thus far all been committed to Tier 1 academic priorities.

Questions:

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

Idaho State University recommends implementing a retention and completion strategy which includes the hiring of 1 Technical/Functional Analyst (IT), a cohort of 20 Retention Advisor/Instructors, and the purchase of an "early alert" retention system such as the Student Success Collaborative (an Educational Advisory Board product). This retention team will closely oversee academic student progress, using the technology-enabled "early alert" system and provide targeted "intrusive advising" when it is most needed to ensure student retention, persistence, and graduation.

Total Budget Recommendation*: Overall: $1,565,000 comprised of the following items. Salary: $930,000. Benefits: $426,000. Travel: $21,000. Materials and Supplies (including the "early alert" system yearly license): $110,000. Communication: $15,000, Capital Equipment (computers/workstations): $63,000.*

2) What resources are necessary to implement this request?

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

Idaho State University's retention and completion plan recommends hiring 20 Retention Advisor/Instructors, and a Technical/Functional Analyst (IT). All are full-time, 12-month positions, benefit-eligible. We would anticipate hiring the IT analyst and 10 retention

advisors in summer 2016. Those hired during the summer months would implement and trouble-shoot the "early alert system" throughout the summer. The final 10 retention advisors will then be hired fall 2016.

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

We anticipate all of these individuals will be new hires.

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

As listed above, the following operating and capital funds are needed: Travel: $21,000. Materials and Supplies (including the "early alert" yearly license fee): 110,000. Communication: 15,000. Capital (computers/workstations): 63,000. Implementation of the "early alert" system is expected to cost an additional $50,000 in the first year. This $50,000 will be obtained through salary savings by hiring 10 of the retention advisors in fall of 2016 rather than the summer of 2016.

3) Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request anticipates the need for ongoing funding. We expect no significant fee structure changes or grant awards in this regard. We would however, expect increased enrollment from Idaho high schools and Idaho transfer students. Increased retention and completion is a clear expectation as well.

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

This request focuses on retention and completion for all future and current, high school through college senior, ISU students. The technology-enabled intrusive advising is part of a all-inclusive strategy that incorporates; greater connectedness with Idaho high schools; strong summer bridge programs; clear 4-year degree "academic" maps; focused student cohorts within structured schedules; full-time student enrollment of 15 credits per semester; "critical path" or "milestone" course completion each semester; and increased major/field specific advising to transition students into the workplace.

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AGENCY: Idaho State University | Agency No.: 510 | FY 2017 Request

FUNCTION: Complete College Idaho | Function No.: 03 | Page _1 of 6 Pages

ACTIVITY: CCI--Student Opportunity Development | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.02 Title: **Complete College Idaho – Student Opportunity Development** Priority Ranking 2 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	7.00				7.0
PERSONNEL COSTS:					
1. Salaries	315,000				315,000
2. Benefits	143,000				143,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	458,000				458,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	20,000				20,000
2. Materials/Supplies	15,000				15,000
3. Communication	12,000				12,000
TOTAL OPERATING EXPENDITURES:	47,000				47,000
CAPITAL OUTLAY **by summary object:**					
1. PCs and workstations	12,000				12,000
TOTAL CAPITAL OUTLAY:	12,000				12,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	517,000				517,000

Supports institution/agency and Board strategic plans:

1) SBOE Goal 1—Well-Educated Citizenry: The educational system will provide opportunities for individual advancement. Objective D—Transition: Improve the ability of the educational system to meet educational needs and allow students to efficiently transition into the workforce.

Internship and volunteer work, along with other student opportunities, encourage students to use the knowledge they acquire in coursework in practical experiences, helping them to transition more easily into the workforce upon completion of their degrees.

2) SBOE Goal 2—Critical Thinking and Innovation: The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative. Objective A—Critical Thinking, Innovation and Creativity: Increase research and development of new ideas into solutions that benefit society.

By combining the practical knowledge students gain in out-of-class situations such as internships, volunteer work, and other work-related experience with the more theoretical understanding from coursework, students are given the opportunity to practice creative decision-making and develop new areas for development.

3) Complete College Idaho—Leverage Partnerships: Collaboration between education with the business community, non-profit and philanthropic organizations to project and meet work force requirements and business development opportunities.

Through partnerships with organizations throughout the state, ISU would be able to provide students excellent opportunities to learn first-hand how different types of businesses run and to provide service to these organizations in a mutually beneficial relationship. Students would gain stronger experience, allowing them to be more engaged in their education and more competitive once on the job market.

4) ISU Goal 2: Access and Opportunity—ISU provides diverse opportunities for students with a broad range of educational preparation and backgrounds to enter the University and climb the curricular ladder so that they may reach their intellectual potential and achieve their educational goals. Objective 2.2—Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment, retention and completion are in place) 2.5—Students participate in community and service learning projects and activities, student organizations, and learning communities.

Students would gain direct experience working on community and service learning projects, providing support to the community, and also gaining experience that can benefit their own long-term career goals. Students would also be able to receive support in the process of having their past experiential/work experience evaluated for possible academic credit, thereby providing access and opportunity to our non-traditional students.

5) ISU Goal 4: Community Engagement and Impact: ISU, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region, and benefits the economic health, business development, environment, and arts and culture in the communities it serves. Objective 4.3—ISU participates in formal and informal partnerships with other entities and stakeholders.

Through the coordinated efforts of staff to provide students opportunities with service-learning, volunteer work, internships, and other types of opportunity development, ISU will be able to engage the community directly in the work and education of our students, thereby developing clearer connections among them.

Performance Measure:

The following are ISU's relevant performance measures linked to Community Engagement and Access and Opportunity:

Positively impact retention rates by 5% over next three years; positively impact degree production by 5% over the next three years; and the number of partnerships, collaborative agreements, and contracts will increase by 5% over the next five years. In addition, we seek to increase participation in internships, service learning, and volunteer activities by our students by 5% over the next five years.

Description:

Student Opportunity Development

Problem Statement: Even as ISU's retention rate has been improving over the last several years, we continue to face the problem of retention and completion rates being lower than we aspire to. Furthermore, the university is currently unable to provide ample opportunities for undergraduates to serve in internships or do service learning or other community and professional activities, which have proven to help students acquire professional positions upon graduation. According to a survey published by *The Chronicle for Higher* Education (2012), "Employers place more weight on experience, particularly internships and employment during school vs. academic credentials including GPA and college major when evaluating a recent graduate for employment" (11). In addition, "Extracurricular activities, like professional clubs, athletics, and service, are valued more than GPA, relevance of coursework to position, and college reputation except by Executives who emphatically place more weight on coursework relevance and GPA, closely trailing college major" (11) In another recent study of one Texas university, it was determined that students who finished at least one internship while in college were 13% more likely to find full-time jobs upon graduating (*Huffington Post, 5/27/2014).*

Solution Statement: In order to better provide our students opportunities for developing abilities in problem-solving and creative thinking, which are desired in the workplace, and to give them first-hand experience to combine with their scholarly knowledge, we propose the creation of a Student Opportunity Development program. This program would place a Student Opportunity Coordinator (6 in total) in each college/division at ISU. This coordinator would work directly with students to help find them internship possibilities around the State, along with opportunities for volunteer work, international experiences in coordination with our Study Abroad program, and service learning to combine community service with academic activity. Furthermore, the coordinators would develop relationships with businesses as well as non-profit and government organizations throughout the region, helping to develop pipelines for students as they progress through their

academics. Not only will this help students as they complete their degrees, but these opportunities can help encourage students to stay focused on the completion of their degrees: working within the types of organizations they strive for as a career can provide additional motivation to stay focused on completing their degree.

In addition to the college/division coordinators, there will be a Student Opportunity Director who will coordinate efforts across the university. This person will also take on the role of directing our credit for prior learning / experiential credit program, working with students who come to ISU with prior work experience and seek ways to have that experience count toward college credit. The director will also be responsible for developing new programs, new service-learning courses, and providing guidance and training across the institution.

ISU has had success with our Career Path Internship program, and builds on what the CPI program accomplishes. Most of the work of the CPI program has focused on employment opportunities within ISU or with very local organizations. The Student Opportunity Development Program would coordinate a wider set of development opportunities for students and engage businesses and other outside organizations from all around the State. The program would also extend the areas of focus outside the CPI program, including academic credit for prior experiential learning, international opportunities, and a variety of service-learning and volunteer activities.

Projected Outcomes: We anticipate that through this program, we will increase the number of internships, service learning, and volunteer activities for our students 5% over the next five years. We also anticipate that this program will contribute to an increase in retention and completion, helping to attain Idaho's 60% goal.

Program Prioritization: Retention and completion initiatives were determined to be Tier 1 priorities within ISU's program prioritization process. As such, new and additional resources are to be committed to these central goals. Program prioritization fund reallocation has thus far all been committed to Tier 1 academic priorities.

Questions:

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

Idaho State University will hire 6 Student Opportunity Coordinators (one per college/division) and one Director. These employees will work with students to help place them in internships, volunteer positions, service-learning courses, and international experiences. The director will also oversee the experiential learning program, working with students with prior work experience to determine if it can be used for academic credit. These people will also work with outside businesses, government, and non-profit organizations, traveling around the State to foster these relationships in order to develop pipelines for our students to gain access to hands-on experience.

Overall Budget: Salary: $315,000. Benefits: 143,014. Travel: 20,000. Materials and Supplies: 15,000. Communication: 12,000. Capital Equipment (computers/ workstations): 12,000

2. What resources are necessary to implement this request?

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

Student Opportunity Coordinators (6) and Director (1). All are full-time, 12-month positions, benefit-eligible. We would anticipate hiring the director in summer 2016 and the coordinators in fall 2016.

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

We anticipate all of these employees will be new hires.

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

As listed in question 1, the following operating and capital amounts are needed: Travel: 20,000. Materials and Supplies: 15,000. Communication: 12,000. Capital Equipment (computers/ workstations): 12,000. The travel will primarily be used by the coordinators and directors to travel to businesses and other organizations around the state to help develop opportunities for student internships and volunteer opportunities. Other operating expenses are standard needs for a new unit.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   Although this effort is aimed at improved retention and graduation rates, and student preparation, we anticipate that once the program progresses, our focus on Student Opportunity development will become a selling point for the university and will draw in students who are looking for more first-hand experience as part of an education. In the long term, we expect this will attract students who would not otherwise consider college. We also anticipate that the employees in this program will work to develop grant funding from outside sources to further enhance the offerings to students.

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

Undergraduates from freshman to senior are to be served by this program. Work and service opportunities can be targeted to students at each level of progress through the university, allowing everyone from a new student to a more advanced student the chance to gain practical experience and learn more about the relevance of their academics to the workplace. When students are given such opportunities for first-hand experience, their motivation for continuing their studies will increase, thereby improving retention. If this project is not funded, we would go forward with our current processes, and not offer any

coordinated assistance for these types of activities. Some students would certainly continue to make use of ISU's Career Path Internship program and to find other outside professional internships, but the majority would not have the breadth of experience offered through this new program, leaving them at a disadvantage.

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

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AGENCY: Idaho State University | Agency No.: 510 | FY 2017 Request
FUNCTION: General Education | Function No.: 03 | Page 1 of 11
ACTIVITY: Division of Health Sciences Expansion to Meridian Campus | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03** Title: **Division of Health Sciences Expansion to Meridian Campus** Priority Ranking 3 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	10.0				10.0
PERSONNEL COSTS: **(Ongoing)**					
1. Salaries	575,200				575,200
2. Benefits	248,700				248,700
3. Group Position Funding	88,000				88,000
TOTAL PERSONNEL COSTS:	$911,900				$911,900
OPERATING EXPENDITURES by summary object: **(Ongoing):**					
1. Travel	18,000				18,000
2. Communications	80,000				80,000
3. Supplies	134,000				134,000
TOTAL OPERATING EXPENDITURES:	$232,000				$232,000
CAPITAL OUTLAY by summary object: **Start Up Costs (One-time):**					
1. Office Furniture	40,000				40,000
2. Computers/Printers	62,500				62,500
3. Lab Furniture/Supplies	555,000				555,000
4. Educational Technology	450,000				450,000
5. Clinic Reception Furniture	25,000				25,000
6. Clinic Equipment/Supplies	565,000				565,000
TOTAL CAPITAL OUTLAY:	$1,697,500				$1,697,500
T/B PAYMENTS:	0				
LUMP SUM:	0				
GRAND TOTAL	$2,841,400				$2,841,400

Supports institution/agency and Board strategic plans:

Goal 3, Objective 3.1 (ISU Strategic Plan 2012 – 2015)
Advance health sciences research and health professions education throughout the state to increase the quality of patient care, the number of practicing health care professionals, and to promote clinical and translational research. (SBOE Strategic Plan: Goal 1, Objectives A-D; Goal 2, A, B; Goal 3, Objectives A-C)

3.1: Increase the number of students admitted to ISU's health professions programs, where capacity exists, to meet the healthcare workforce needs of Idaho.

Performance Measure:

Number of seats available in the undergraduate, graduate, and postgraduate health programs at ISU, where capacity exists (i.e., based on assessment of projected manpower needs, funding to increase number of clinical faculty, available clinical training sites, and size of the applicant pools.)

Description:

This initiative is to request ongoing faculty and staff salaries and operating funds as well as one-time startup costs to meet the needs for expansion of program offerings at the ISU Meridian Health Science Center (HSC). These positions will also provide needed support for the current programs, future degree-completion and doctoral programs. Two new outpatient clinics will be developed at the Meridian HSC that will serve citizens in the local area, and complement the existing clinics by providing expanded opportunities for inter-professional experiences for students and patients.

The programs planned for expansion are not currently available to students in the Treasure Valley. Expansion of our programs to our Meridian campus provides convenience to students who live in the western part of Idaho, and it allows them to capitalize on the clinical placements in the Treasure Valley without having to travel. Expansion on our Meridian campus also allows us to increase our patient base for our in-house clinics.

ISU has the only Bachelor of Science (BS) in Dental Hygiene (DH) program, the only Doctor of Physical Therapy (DPT) Program in Idaho, and the only MS program in Dental Hygiene in Idaho or neighboring states. The DH graduate program boasts the highest enrollment when compared to other graduate programs across the nation.

The DPT Program typically receives >250 applications for the 24-26 seats currently available each year on our Pocatello campus. This expansion to ISU-Meridian will allow us to admit between 48-50 students per year into the DPT program. The proposed expansion will add an additional 24 DPT seats and will therefore double the number of graduates within 3-4 years.

Initially, the DH enrollment will be redistributing the current enrollment of 30 BSDH students. Twelve (12) students will be on the ISU-Meridian campus and 18 students will be on the Pocatello campus. This redistribution of BS students will allow us to increase our graduate enrollment and allow us to implement a BS completion program on our Pocatello campus. This provides opportunities for the Idaho Oral Health Institute by increasing faculty research and grantsmanship, which improves with a larger Dental Hygiene faculty.

Questions:

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

Three faculty positions, two staff positions and group position funding are being requested to support the expansion of the BS Program in DH. Dental hygiene education requires classroom, laboratory and clinical instruction. Though the classroom instruction can be delivered through distance learning technology, the laboratory and clinical portion requires a significant number of hours of supervised instruction. Faculty to student ratios of 1:6 are used in all laboratory courses and 1:4 in all clinical courses as required by program accreditation standards. In addition to teaching, three of the requested faculty positions will have administrative responsibilities such as the Program Site Director, Clinic/Laboratory Coordination and Community and Inter-professional Care Coordination. These administrative roles are required to provide organization and management of the expanded program, provide increased support for finding and supervising inter-professional community rotations, and for managing and monitoring the dental hygiene services provided within the campus clinic. The group position funding will help support salaries for supervising dentists who are present during clinic sessions when patient care is provided and for clinical dental hygienists who assist with clinical and laboratory teaching.

One staff position is required to provide clerical support for the expanded program. The second staff position will serve as a Dental Reception Coordinator, and will be responsible for managing the clinic reception desk, patient appointments and financial accounts.

Four faculty positions, one support staff position, and adjunct salaries are being requested to support the expansion of the DPT Program. Physical therapy education requires a substantial number of hours of hands on instruction and practice. Faculty to student ratios of 1:12 are used in all laboratory courses to ensure the competence and safety of future graduates. Due to the specialization of faculty, multiple areas of clinical expertise (orthopedics, neurologic rehab, etc) are necessary onsite. In addition to the clinical areas of expertise, three of the requested faculty positions will serve administrative roles including the PT Assistant Program Director, Director of Clinical Education, and Clinic Director. These administrative roles are required to provide management of the expanded program, provide increased support for finding and supervising part-time and full-time student clinical affiliations and practicums, and for managing physical therapy service provision within one or more inter-professional clinics. The staff position is required to provide clerical support for the expanded program. The adjunct faculty salaries are required to provide instruction in highly specialized areas of clinical expertise that are not represented by the full time faculty.

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

      Academic Faculty:

Dental Hygiene Program Site Director 12 month, full-time, benefit eligible, hire January 2017, (salary: $72,000 + benefits: $25,969 = Total $97,969)

Academic DH Faculty (Clinic/Laboratory Coordinator) 12 month, full-time, benefit eligible, hire July 2017, (salary: $65,000 + benefits: $24,533 = Total $89,533)

Academic DH Faculty (Community and Interprofessional Care Coordinator) 12 month, full-time, benefit eligible, hire July 2017, (salary: $65,000 + benefits: $24,533 = $89,533)

Assistant DPT Program Director 12 month, full-time, benefit eligible, hire January 2017 (salary: $90,000 + benefits: $29,661 = Total: $119,661)

DPT Director of Clinical Education 10 month, full-time, benefit eligible, hire July 2017 (salary: $70,000 + benefits: $25,559 = Total: $95,559)

DPT Academic Faculty 9 month, full-time, benefit eligible, hire August 2017 (salary: $70,000 + benefits: $25,559 = Total: $95,559)

Adjunct Faculty hire as needed during each semester to address specialized content (salary: $88,000 + benefits: $18,051 = Total: $106,051)

Clinic Faculty/Staff:

DH Clinic Receptionist Coordinator 12 month, full-time, benefit eligible, hire January 2018, (salary: $26,083 + benefits: $16,755 = Total $42,838)

PT Clinic Director 9 month, full-time, benefit eligible, hire August 2018 (salary: $65,000 + benefits: $24,533 = Total: $89,533)

Support Staff:

DH Administrative Assistant, AA1; 12 month, benefit eligible, Hire January 2017, (salary: $26,083 + benefits: $16,755 = Total $42,838)

PT Administrative/Clinic Staff AA1; 12 month, benefit eligible, Hire January 2017 (salary: $26,083 + benefits: 16,755 = Total: $42,838)

Total Ongoing Salaries and Benefits ***$911,912***

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

The current DH and PT faculty members will continue to assist in teaching the extended cohort using distance learning technology, online content, and onsite classes, clinics and laboratory sessions.

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

An ongoing request for additional operating funds to support the expansion will cover faculty travel, communications and supplies.

The one-time capital outlay will be required during the first year to support supplying the new offices with essential items, purchasing computers and office equipment, and providing the furniture and lab equipment to support instruction in the expanded programs.

Ongoing Request for Operating Expenses

Travel (7 faculty)	*$18,000*
Communications	*$80,000*
Supplies	*$134,000*
Grand Total Ongoing Request for Operating Expenses	***$232,000***

One-Time Request for Capital Outlay:

Dental Hygiene:

PC and Printer ($2,500/person; 5 people)	*$12,500*
Computers for clinic stations and xray rooms ($2,500/14 units (12 clinic units and 2 xray)	*$35,000*
Office Furniture (desk, chairs, bookcases, filing cabinets) (4,000/person 5 people)	*$ 20,000*
Lab Furniture and Supplies (desks/chairs, anatomical models)	*$100,000*
Educational Technology (distance learning equipment x 1)	*$90,000*
Dental Hygiene Reception furniture	*$10,000*
Dental Hygiene Clinic Equipment and Supplies	*$270,000*
Total One-time Request for DH Capital Outlay:	***$537,500***

Physical Therapy:	
PC and Printer ($3,000/person; 5 people)	*$15,000*
Office Furniture (desk, chairs, bookcases, filing cabinets) (4,000/person 5 people)	*$ 20,000*
Lab Furniture and Supplies (treatment plinths/tables, exercise equipment, modalities, linens, desks/chairs, walking aids, anatomical models)	*$455,000*
Educational Technology (distance learning equipment x 4)	*$360,000*
Physical Therapy Clinic furniture	*$15,000*
Physical Therapy Clinic Equipment and Supplies	*$295,000*
Total One-Time Request for PT Capital Outlay:	***$1,160,000***
	=========
Grand Total One-Time Request for Capital Outlay	***$1,697,500***

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   *The **ongoing requests** include salaries and benefits of $911,912 for 7 faculty and 3 staff positions with operating expenses of $232,000 **totaling $1,143,912**.*

   *The **one-time request** for capital will support the first year set up of the expansion with capital outlay of **$1,697,500**. Student professional fees and revenue from clinics will cover ongoing equipment replacement during subsequent years.*

   The opportunities for increasing faculty research productivity and success in awarded grants improves with a larger faculty.

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

   Idaho residents who are place bound in the Boise area yet seek a baccalaureate education to become a licensed dental hygienist benefit from this request. The ISU dental hygiene undergraduate program is the only program in the state that awards a Bachelor of Science degree in Dental Hygiene. We receive numerous annual inquires (approximately 20-25) from place bound students who want to pursue Dental Hygiene as a career, and want a Bachelor's Degree but are not able to relocate to Pocatello for the two-year duration of the program.

   A proprietary school in the Treasure Valley offers an AAS dental hygiene education that is not regionally accredited and makes it difficult for students to articulate

earned credits with regionally accredited state institutions for these graduates to earn a baccalaureate degree. Dental hygienists holding baccalaureate degrees have the education and ability to provide oral health care in alternative settings besides private dental settings. Also, baccalaureate prepared dental hygienists have the ability to develop and maintain inter-professional relationships with other health care providers to assure the provision of comprehensive health care.

Idaho residents who seek an education to become a licensed physical therapist benefit from this request since twice the number of seats in a DPT Program will become available within the state. The DPT Program typically receives >250 applications for the 24-26 seats available each year and the program expansion will allow admitting 48-50 students per year. The cost of an in-state, 3-year, graduate program is substantially less than out-of-state or private academic institutions. Increasing the number of seats in an Idaho PT Program will provide more opportunities for Idaho residents to receive the education they desire while reducing the student debt incurred through pursuing that education.

Idaho employers seeking to hire physical therapists will benefit because the number of graduating therapists within Idaho will double within 3-4 years. There is a tremendous need for PTs in the state due to the aging population (high consumer of PT services) and the increasing general population in the state. Physical therapy graduates tend to remain within the state in which they were educated, even if they were not state residents.

Idaho residents in need of PT services will benefit because there will likely be an increased number of licensed, practicing PTs in the state within 3-4 years of expanding the program.

A reallocation of internal resources from program prioritization was evaluated. The scope of this project is to expand enrollment capacity in Physical Therapy and Dental Hygiene. The costs associated with this expansion are significantly greater than the projected savings of program prioritization reallocations.

The original proposal of ongoing operational expenditures of $308,000 covers basic operating costs to maintain the Meridian campus. Professional Fees of $76,000 can be used to reduce the $308,000 adjusting the ongoing operating costs to an amount of $232,000.

As a point of additional clarification, there will be income from a second physical therapy clinic in Meridian. This is a clinical site for students to develop and practice skill sets. This was not included in the line items proposal as the clinic income will only cover clinic staff and supplies and is forecast at a break even.

Narrative Description of the Need for Physical Therapists in Idaho

The projections for the next 10 years show that the available workforce in physical therapy will become increasingly inadequate, not only in Idaho, but also throughout the United States. Expanding the existing Doctor of Physical Therapy (DPT) Program addresses these needs by increasing the number of DPT graduates by up to 24 graduates per year. Supply of new clinicians in PT will not keep pace with increased demand, resulting in workforce shortages.[1] Nationwide, the existing academic programs do not currently have the capacity to offset the anticipated shortfall.[1] These forecasts suggest there is a great need to increase the class size of PTs who will graduate to enter the profession each year. The American Physical Therapy Association predicts there will be a shortfall of approximately 25,000 PTs nationwide by the year 2020,[1] and the US Bureau of Labor Statistics forecasts a 39% increase in available PT jobs nationally between 2010 and 2020.[2] Although some reports predict rural states like Idaho will be harder hit than coastal states,[1, 2] other PT employment projections expect the needs in most of the state of Idaho to be fairly consistent with national values, forecasting 34.7% PT job growth by 2020.[3] PT job growth in the southwest and east central regions of Idaho, however, is forecast to substantially exceed both national values and those of the rest of the state. It is estimated that in the future there will be 43 PT job openings annually in Idaho, the majority (27) of those are expected to be in the southwest region of the state.[4]

The increased demand for all health care providers will stem from multiple factors, but largely from the aging of the population, [3] which will increase the number of persons with chronic complex pathological conditions.[2] Additionally, there is an increased interest in preventive care and interventions, [3] which are services that may be provided by physical therapists. Advances in technology increase the survival rate of persons with severe birth defects and those who have sustained traumatic injuries and postoperative needs that require PT services.[2] Finally, the impact of the aging of the general population will also adversely impact the PT workforce as an ever-larger number of licensed, practicing therapists reach retirement age during the next 10 – 15 years.[6]

There is a concomitant demand for programs from the student viewpoint. The PT profession is ranked among the best jobs in the US, including a #8 (Best Job ranking by the US News & World Report for 2012), [7] and a listing as one of the 'hot jobs' in Idaho over both the short term and long term. Recent admissions numbers for the ISU Doctor of Physical Therapy (DPT) degree program reveal that, in each of the last two admissions cycles, the ISU DPT program received 200+ applications to fill the 24 – 26 seats available. Nearly 1/3 of those applications reviewed met the minimum requirements for program entry in each of those admissions cycles.
ISU has a history of delivering highly qualified PTs to the Idaho workforce; ISU has filled nearly 13% of all PT positions in Idaho since 1991, and 55% of ISU PT graduates remain in Idaho. About 18% of PTs in southwest Idaho are graduates of the ISU program, and 35% of ISU graduates reside in that region.

Recent Data from the Idaho Department of Labor [8] indicates high priorities in Idaho and nationally for PT graduates and practitioners. In summary; as of November 14, 2014 PT

is among the top occupation vacancy rates in Idaho (OT is first); in Northern Idaho PT is 11th (Speech- Language Pathologists are 1st).[9] The need for PTs is well established and Idaho has the opportunity to meet that need by doubling the number of seats within the existing, accredited program.

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Narrative Description of the Need for Dental Hygienists in Idaho

One of the primary missions of the university is being the lead institution for education of health professionals. Dental Hygiene is a health profession and considered the lead dental hygiene program in the state and western region. The proposed expansion for the Dental Hygiene Bachelor of Science program is directly related to the university goals of 1) achieving academic excellence in undergraduate professional education; 2) increase the university's research profile; 3) advance health care education throughout the state; 4) prepare students to function in a global society; 5) focus institutional instructional expertise on community and societal needs. The Department of Dental Hygiene's mission and vision statements parallel the Division of Health Sciences role. Therefore, the proposed program expansion will not only serve the state of Idaho but also serve dental hygienists from other states.

The Idaho Department of Labor top 100 Hot Jobs show dental hygiene as the number four top jobs in the state. In the southwest region of Idaho, it is also the 29th fastest growing occupation out of 460 occupations listed. Ten year projections from the Bureau of Labor Statistics (BLS), estimate that employment of dental hygienists is projected to grow +33% from 2012 to 2022, much faster than the average for all occupations. (Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook, 2014-15 Edition).* The BLS further projects that the demand for oral health care will continue to grow as the baby-boom population ages and people keep more of their original teeth than previous generations did, coupled with the need to focus on preventive services. Therefore, settings that provide oral health care will increasingly employ dental hygienists to meet the demands.

In the "Recovery: Projections of Jobs and Education Requirements Through 2020," report from the Center on Education and the Workforce at Georgetown University, the number of jobs in Dental Hygiene will increase to 194,330 with 41% earning a Bachelor's degree. Idaho projections identified in this same report estimated a growth rate of 34% for Healthcare Professional and Technical occupation positions. This trend parallels reports that document the demand for health care providers with advanced education is increasing. Considering there are currently 332 entry-level dental hygiene programs, and only 28 programs that offer the Bachelor's degree as the entry-level degree, the demand for this dental hygiene program will continue. National agencies have issued a call to create new pathways for dental hygienists with associate degree's to obtain bachelor or master's degrees to better prepare them for the future needs of the nation. Therefore, expanding the Dental Hygiene program to the Boise Metropolitan Service Area (MSA), the most populous region of Idaho will begin to address the needs for expansion of oral health care services in the area as indicated by government agency projections.

Recently, the National Governor's Association released a report citing "lack of access to adequate oral health care services" as a growing issue, and detailed how dental hygienists can and have been used to expand care to increasingly underserved populations. ISU Dental Hygiene graduates continue to have a 100% percent

employment rate following graduation. Due to the expanded curriculum, ISU Dental Hygiene graduates can be employed anywhere in the United States and International.

As the first dental hygiene program in Idaho (1963), the Department has a long and esteemed history of educating the state and regions dental hygienists and providing a leadership role in the ISU Division of Health Sciences. Dental hygiene students and faculty have made significant contributions in community outreach and oral health care services to underserved citizens in southeast Idaho and continue to serve them once becoming a licensed health care provider. Having a clinical center in the western portion of the state would afford the same outreach care to underserved citizens in that region.

This expansion should advance the state economy in the Treasure Valley by advancing the field of Dental Hygiene in the area, increasing oral health care services to underserved population groups, expanding interprofessional research opportunities through the Idaho Oral Health Institute and increasing the ability to provide new pathways for dental hygienists with associate degree's to obtain bachelor or master's degrees to better prepare them for the future needs of the state and nation. Currently, there are no bachelor degree programs in this part of the state; therefore, access to dental hygiene care for citizens, especially underserved consumers, will be improved. Program expansion to the Boise area provides an opportunity for interprofessional collaboration between dentistry and dental hygiene as well as to model an integrated educational approach incorporating oral, physical, and mental health care.

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AGENCY: Office of the State Board of Education Agency No.: 510 FY 2017 Request
FUNCTION: Idaho State University, General Education Function No.: 03 Page _1__ _6_ Pages
ACTIVITY: COMPLETE COLLEGE IDAHO—ONLINE LEARNING AND ACCESSIBILITY EXPANSION Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.04** Title: **CCI – Online Learning and Accessibility Expansion** Priority Ranking 4 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	10.00				10.0
PERSONNEL COSTS:					
1. Salaries	640,000				640,000
2. Benefits	254,500				254,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	894,500				894,500
OPERATING EXPENDITURES **by summary object:**					
1. Training workshops	50,000				50,000
2. Materials/Supplies/Services	650,300				650,300
3. Software/hardware	480,000				480,000
TOTAL OPERATING EXPENDITURES:	1,180,300				1,180,300
CAPITAL OUTLAY **by summary object:**					
1. Capital	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	2,074,800				2,074,800

Supports institution/agency and Board strategic plans:

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

eISU and online classes are increasingly important for reaching students in geographically disparate regions. Increased online access is critical for reaching the SBOE's 60% goal. Accessibility and testing are important to retain and improve access to individuals with particular needs to succeed. An expansion of accessibility will provide additional co-curricular and academically-related services that empower students to achieve academic and personal self-determination.

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

Technology upgrades are essential for the online instructional faculty to increase and retain the numbers of students in online classes. Online learning often is less intimidating than a brick-and-mortar classroom setting and may help to increase student interaction. Students can think longer about what they want to say and add to their comments when ready. In a traditional classroom, the conversation often moves past the point where the student may be willing to comment. Instructors can be more approachable in an online setting. Students feel more comfortable talking openly with their instructors through online chats, emails, and discussion groups rather than face-to-face. Online correspondence also removes barriers to faculty access as students don't have to wait for office hours that may not be convenient for either party.

According to a study by the U.S. Department of Education, on average, students in online learning programs performed modestly better than those receiving face-to-face instruction. Using over 1,000 empirical studies, the DOE found that time was the additive that helped students perform better. The report notes benefits in studies in which online learners spent more time on task than students in the traditional classroom environment.

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

eISU and online classes can be a more cost effective option for students and for the university with the appropriate technology and with the appropriate instructional design. Online learning helps students reduce or eliminate costs of transportation, babysitting, and other expenses incurred in a traditional classroom environment. Some online learning courses may not require physical textbooks as reading materials may be available through e-libraries and other digital publishers. Electronic textbooks offer substantial savings for students.

A 2013 study headed by William Bowen, an economist and higher education analyst, compared traditional statistics courses to ones using a hybrid or blended approach where instruction is conducted partially online. Findings estimate that for instructor compensation alone (not including the reduction in space used, for instance) the hybrid model saved 36-57% over traditional courses enrolling about 40 students per section, and 19% over the large-lecture model. The savings are created by shifting from expensive professors toward computer-guided instruction saving staffing and time. Therefore, if savings can be gained through blended courses, we expect a fully online model to be even more cost-effective and economical. Courses can be designed by academic teams with tutoring provided by adjuncts who cost much less than full-time faculty. Software can deliver content relieving faculty of this task. Further, assessment can relieve expensive faculty labor costs through software that grades both assignments and tests.

Questions:

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

Summary:

- One Instructional Designer per college: 6.0 FTE, base salaries of $55,000 plus benefits
- Clinical Instruction Designer/Coordinator: 1.0 FTE, base salary of $65,000 plus benefits
- Functional Technical Support for online advising module: 1.0 FTE, base salary of $55,000 plus benefits
- Testing Center Staffing: 2.0 FTE, base salaries of $45,000 plus benefits.
- Training workshops & stipends for faculty: $181,700
- Testing Center hardware and software: $200,000
- Anti-Plagiarism software: $75,000
- Online learning ADA Compliance: $200,000
- Online proctoring services: $100,000
- Learning analytics software: $100,000
- Video/Media content management software: $65,000
- Annual software maintenance for advising module: $40,000
- Additional IT infrastructure: $350,300

ADA/Accessibility

Equal access to all instructional material is a growing concern in higher education. Recent lawsuits at University of Montana, Louisiana Tech, Penn State, and others have highlighted the growing risk for higher education. The problem is exacerbated due to the growing trend of storing lectures and media online for both face-to-face classes as well as fully online classes. Giving some students the ability to easily view and review material while not affording the same opportunity to all students is at the crux of the problem.

At ISU, we use a large amount of video and media in our course instruction (captured videos, audio enhanced PowerPoint, short videos, etc.). One of the biggest liabilities we have is that almost none of these instructional materials are captioned for the hearing impaired. Captioning is very labor intensive and costly to outsource. Due to budget, expertise, and workload limitations, this issue has remained largely unaddressed to date.

Our growing online offerings mean more instructional materials are viewed by our students on their own time and away from campus. In addition, more online offerings mean more students from out of state. These students have expectations that are

shaped by their own environments and experiences and they may likely be more litigious in nature regarding equal access to materials.

Our funding request would fund a full-time position to oversee this compliance work, provide lecture capture and closed captioning software, as well as funding to pay for outsourced closed captioning.

Testing Center

This funding request would pay for construction/remodeling of space for a testing center, as well as hardware, software, and proctors. As our online offerings grow there is an increasing demand for secure testing.

For those not able to travel to a testing center, either ours, or a commercial facility, we are requesting funding to pay for professional distance proctoring services. Services to individuals in remote and/or rural areas are offered by a number of companies through webcams and other computer monitoring systems.

Video Network

Much of the hardware, codecs, cameras, and multipoint control unit are in need or upgrade/replacement. This funding would help keep our current video network operational and compliant.

Anti-Plagiarism Software

This funding would purchase and maintain modern software which reviews and compares essays for plagiarism.

Additional IT Infrastructure

It is a constant challenge to keep up with internet bandwidth, wireless access, and data storage space to support student learning. This funding will allow us to keep up with the demand.

1. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      - Six Instructional Designers, base salary $55,000 plus fringe
      - Clinical Instructional Designer/Coordinator, base salary $65,000 plus fringe
      - Functional Technical Support for online advising module, base salary $55,000 plus fringe

- Two Testing Coordinators, base salary $45,000 plus fringe
- Faculty stipends for developing online learning, $131,700

A reallocation of internal resources from program prioritization was evaluated. However, the scope and costs associated with this expansion are significantly greater than any projected or realized savings from program prioritization reallocations.

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

We anticipate all of these individuals will be new hires.

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

Information provided above.

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

Ongoing expenses: Salary/fringe for ten new positions - $762,800, faculty stipends - $131,700, training workshops - $50,000, Testing Center hardware and software - $200,000, anti-plagiarism software - $75,000, online learning ADA compliance - $200,000, online proctoring services - $100,000, learning analytics software - $100,000, video/media content management software - $65,000, yearly maintenance cost for online advising module - $40,000, additional IT infrastructure - $350,300.

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

All current and future high school through college senior, and graduate, ISU students. Particularly those individuals disadvantaged due to location, disability, or other barriers to access.

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

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

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AGENCY: College & Universities Agency No.: 510 FY 2017 Request
FUNCTION: University of Idaho Function No.: 04 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Complete College Idaho Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: Complete College Idaho: Go On				Priority Ranking 1 of 6
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	43.20				43.20
PERSONNEL COSTS:					
1. Salaries	2,072,000				2,072,000
2. Benefits *	920,500				920,500
3. Group Position Funding	73,000				73,000
TOTAL PERSONNEL COSTS:	3,065,500				3,065,500
OPERATING EXPENDITURES **by summary object:**					
1. Travel	97,000				97,000
2. Operating	1,733,500				1,733,500
TOTAL OPERATING EXPENDITURES:	1,830,500				1,830,500
CAPITAL OUTLAY **by summary object:**					
1. Mobil/laptop computer systems	66,000				66,000
TOTAL CAPITAL OUTLAY:	66,000				66,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	4,962,000				4,962,000

Supports institution/agency and Board strategic plans:

Goal 1 - A Well Educated Citizenry

- Objective A: Access

<u>Measure:</u> Postsecondary student enrollment by race/ethnicity/gender as compared against population

<u>Proposed Action:</u> Targeted and personalized outreach and communication informed by demographics, native language, geographic region within Idaho, socio-economic and online behaviors to provide access for all Idahoans to higher education.

- Objective B: Higher Level of Educational Attainment

  Measure: Percent of high school students who enroll in postsecondary institution within 12 months of graduation (80 percent)

  Proposed Action: State wide go-on enrollment ambassadors will follow up on the SBOE direct admissions letter and provide personalize advice and assistance to traditional and non-traditional students throughout the entire state to any higher education institution of interest to the student.

  Measure: Percent of new full-time students returning for second year at an Idaho public institution (85 percent for 4 year institutions)

  Measure: Percent of Idahoans (ages 25-34) who have a college degree (26 percent with a Baccalaureate degree by 2020)

  Proposed Action for retention and graduation: Date informed and targeted interventions as well as augmentation of supplemental instruction and counseling services to serve the new type of students coming to UI.

- Objective C: Adult learner Re-integration

  Measure: Number of adults enrolled in upgrade training (45,000 statewide)

  Proposed Action: State wide go-on enrollment ambassadors will follow up on the SBOE direct admissions letter and provide personalize advice and assistance to traditional and non-traditional students throughout the entire state to any higher education institution of interest to the student. We anticipate adult learners will be a major benefactor to such a system given their lack of access to high school counselors.

Goal 3 - Effective and Efficient Delivery Systems

- Objective A: Cost Effective and Fiscally Prudent

  Measure: Average number of credits earned at completion of degree program (130 credits or less for 4 year degree)

  Proposed Action: Retention and intervention specialist will leverage data to develop plans to improve retention and graduation rates and couple with effective assessment to continuously monitor and improve retention. This will result in reduced time to degree and decrease credits that do not count towards completion of a degree major.

- Objective B: Data-informed Decision Making

  Measure: Integrating UI Customer Relationship Management system with SBOE Direct Admission data sets as well as internal UI Institutional Research office to increase recruitment yield (i.e. go-on rates) and retention.

  Proposed Action: Retention and intervention specialist will rely heavily on dedicated research analysts in our Institutional Research office to continuously improve student success as measured by retention and graduation rates. In addition, institutional research will move to offer training and dashboard development so that a culture of data informed decisions, assessment and continuous improvement permeates the University of Idaho.

Problem Statement:

State of Idaho "go-on" (high school to post-secondary education) and completion rates are significantly below Governor Otter and SBOE goals for an educated citizenry. To increase the numbers of students going to, and completing college, current practices and levels of support will not be sufficient.

Solution Statement:

Strategic investment in resources and personalized support for students and their families from the start of their senior year through completion of their post-secondary education will ensure stronger go-on and completion rates for Idaho residence.

Description:

It is generally agreed that Idaho's economic future will be heavily influenced by the educational attainment of its citizens. Currently 50.2 percent of high school seniors in Idaho go on to college. Recognizing how important it is to improve Idaho's "go-on" rate, Governor Otter and Idaho lawmakers have expressed broad support for moving this rate toward 60 percent by 2020. The Idaho State Board of Education (SBOE) has further refined those estimates seeking an 80 percent go-on rate (Goal 1.B) with 26 percent of Idaho students attaining a Baccalaureate (4 year) degree by 2020 (Goal 1.B).

To aid in achieving this goal, the SBOE will issue a letter to all senior year high school students on track to graduate informing them that they have been admitted to any/all public Idaho institutions. The customized letter will direct students to the appropriate universities and/ or colleges based on their academic performance.

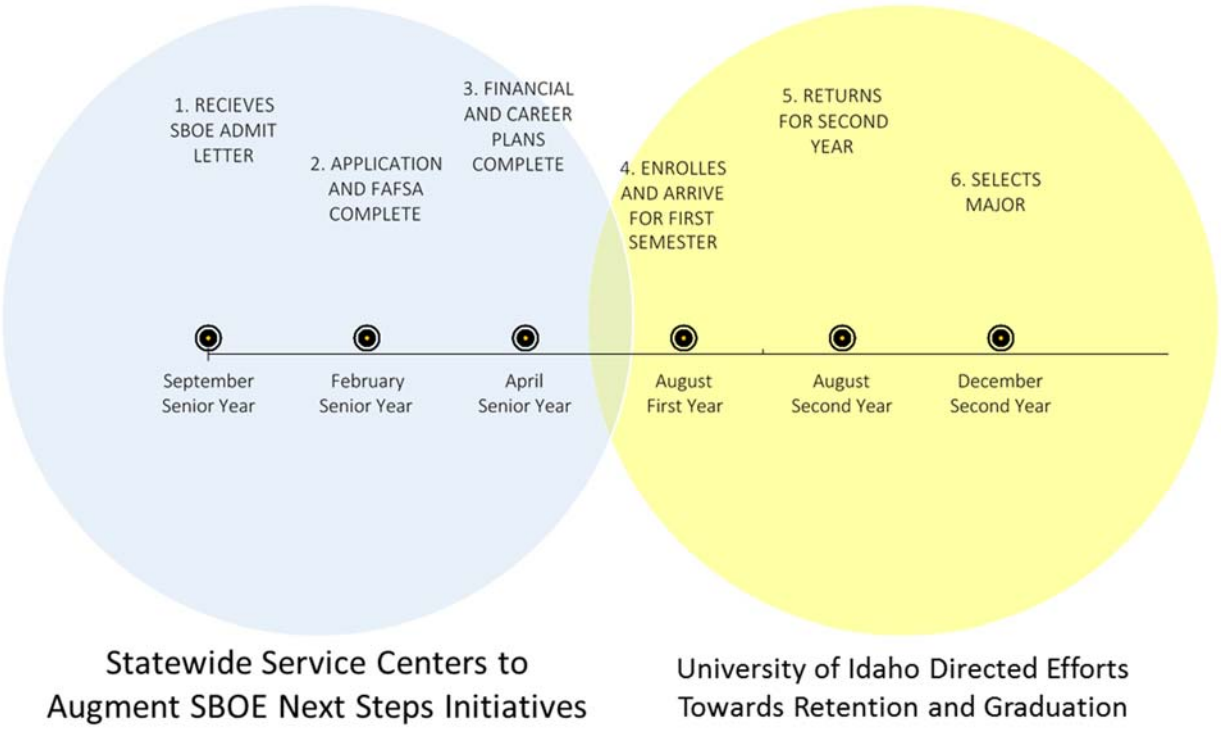
Improving Results through UI Action

The University of Idaho (UI) is in a unique position to assist Idaho students, both high school students and adult learners, to take the next step and consider an advanced degree or certificate as articulated in the SBOE's Next Steps Idaho initiative. Our physical and community presence in essentially every county in the state positions UI to deliver assistance and advice to those interested in a degree or certificate beyond high school in a way that would provide consistency in services and at sustainable scale to allow the most efficient use of state resources. These enrollment ambassadors would be representing all higher education opportunities in the state in an agnostic fashion and would seek to find a path for a prospective student that satisfies degree objectives/career opportunities while accounting for personal constraints on cost, location and time of day for students with families, financial and other personal obligations. This part of our request seeks to serve the entire state and help to coordinate a personal touch approach to improve go-on rates within the state of Idaho.

Our premise is that the SBOE's direct admit letter only opens this conversation about continuing education beyond the high school years. The ideal progression of events to reasonably ensure a student will complete a Baccalaureate degree is shown in the figure below.

Each of the steps illustrated in the graphic has multiple points of failure that may cause leakage and prevent the attainment of state and SBOE goals. At a minimum, each student who receives a direct admission letter from the SBOE should complete three actions: 1) Go the SBOE website, 2) Apply to their institution(s) of choice (note- letter assures admission), and 3) Show up for classes. To meet the 80 percent SBOE go-on rate goal, each successive step needs to be completed by a percentage of students in excess of the goal. For example, if 93 percent of students go the website, and of those going to website 93% apply to an institution, and of those that apply 93% actually show up then we would barely make our goal with 80.4% of all students matriculating to a university or college. In like fashion, the Governor's goal of 60 percent go-on rate would require 85 percent of all students to complete each step in succession.

Typical Pathway for a Recruiting Cohort



Go-on rates are stronger in the more densely populated areas of the state than they are in the more rural or remote parts of the state. This proposal outlines UI's request for the funds necessary to augment the SBOE's direct admission initiative with our own work in order to successfully close the gap between the stated go-on goal of 80 percent and current performance (roughly 50 percent). We believe a more assertive outreach approach is needed and recommend we use our statewide presence to assist and advise any potential student (including non-traditional students and adult learners) about program offerings, financial literacy/planning, identification of career interest or academic major. In addition, there would be one-on-one assistance with the completion of admission applications (at any Idaho university or college), FAFSA (Free Application for Federal Student Aid) applications, and any other institution specific financial aid applications.

There are other important intermediate steps beyond the three initial steps mentioned above. Each of the six steps articulated in the above diagram are attainable and essential components that will allow UI and the state to achieve our goals for a college-educated citizenry. Given the cascading nature of student success and the likelihood that we will see significant numbers of a new type of student due to this new direct admission initiative, students who would not have come to UI in the past, we are requesting adequate resources to help close the potential leaks in the pipeline that exist for students who decide to join the University of Idaho. The attached table outlines in more detail the

anticipated failure points and our proposed mitigation strategies and resource needs for each.

Questions:

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

   39.2 FTE positions (salary, fringe, operating support and minor capital outlay) and additional funds for surveys, public information/education and communications, application processing costs, increased supplemental instruction and tutoring services are being requested to position UI to fully meet the needs of the new types of students joining us via the direct admission, go-on program and Complete College Idaho imperatives. We need to augment and expand these student success support activities in order to address these critical strategic goals (go-on rates, retention, graduation and employment) of the state and the Governor.

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

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

      See attached spreadsheet

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

      We have several of these initiatives (such as BEAMS and application fee waivers) underway as pilot studies with one-time funding (Presidential and SBOE initiatives) and are seeking to move to permanent funding. No existing human resources will be re-directed to this effort; this funding request will expand support capacity in support of students wishing to go-on to a college or university and to support the student's successful transition to their major at UI.

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

      No additional operating funds or capital items will be required beyond what is being requested.

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

   This request is for State General Fund support and does not include any other funding sources.

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

The primary audience served by this request will be all Idaho high school graduates, many adult learners desiring to matriculate to a college or university as well as UI students in their first two years.

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

This is a high priority request item. This request is synergistic with past year CCI requests and is an emerging, high priority initiative for the SBOE (it was not yet envisioned at this time last year). Given the emerging opportunity, UI has a unique opportunity to serve the needs of the state and seeks to leverage its statewide physical presence to realize the successful implementation and execution of this Direct Admissions initiative.

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

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AGENCY: College & Universities Agency No.: 510 FY 2017 Request
FUNCTION: University of Idaho Function No.: 04 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.02** Title: **Complete College Idaho: Intensive Advising** Priority Ranking 2 of 6

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	9.0				9.0
PERSONNEL COSTS:					
1. Salaries	$420,000				$420,000
2. Benefits *	$186,700				$186,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$606,700				$606,700
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$18,000				$18,000
2. Operating	$40,000				$40,000
TOTAL OPERATING EXPENDITURES:	$58,000				$58,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$49,500				$49,500
TOTAL CAPITAL OUTLAY:	$49,500				$49,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$714,200				$714,200

Supports institution/agency and Board strategic plans:

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

More advising resources will allow students considering dual enrollment to have access to professional advising. It will assist students considering the University of Idaho to make informed decisions regarding degree programs and enrollment

SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective B: Higher Level of Education Attainment

A high level of intensive, professional advising is directly linked to higher retention and completion rates"

SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective C: Adult Learner Re-Integration

Adult learners seeking to return to college are in particular need of advising as they seek to juggle career, family, and their educational goals.

SBOE GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS – Objective A: Cost Effective and Fiscally Prudent

Enhanced advising will result in students completing degree programs. The University of Idaho's move to 120 credits required for many degree programs was a first step. Careful program mapping that is facilitated with intensive advising will assist students in shortening their time to degree. This encourages students to continue in degree programs and increases completion rates.

UI GOAL 4: COMMUNITY AND CULTURE – Objective A: Be a community committed to access and inclusion

Intensive advising will aid in the recruitment and retention of all students, especially those from diverse backgrounds and first generation students.

Problem Statement: The University of Idaho must increase enrollment, retention, and completion rates.

Solution Statement: Intensive advising is a best practice for addressing all of the above problems.

Performance Measures:

- Increase enrollment by 3% per year
- Increase first to second year retention by 2%
- Increase degree completion rates by 4% in 5 years
- Increase dual enrollment by 10% in two years

Discussion:

The Complete College Idaho agenda (adapted from Complete College America) makes it clear that shortening time to degree is critically important. It increases completion rates, saves students money, and puts trained college graduates into the workforce earlier. Intensive advising is a critical component of a program designed to accomplish this. Student course scheduling and degree mapping demand that competent professionals advise students regarding course selection and sequence. These services are especially vital for first generation students (almost 40% of University of Idaho students) and for students from diverse backgrounds (the fastest growing segment of the University of Idaho student population.)

The SBOE goal is to increase the number of students who participate in dual enrollment opportunities and to increase the number of dual enrollment credits generated in Idaho. An increase in the number of professional advisors at the University of Idaho will allow the institution to provide high school students with questions regarding dual enrollment access to pertinent advice.

There is abundant evidence that frequent and quality advising aids in retaining students. The SBOE goal is to achieve an 85% retention rate from first to second year. Additional advisors will help the University of Idaho reach and maintain this goal.

The State Board of Education goal of 26% of Idahoans holding a baccalaureate degree in the year 2020 requires high quality, high touch advising. This funding would enhance advising capabilities at the University of Idaho, especially for first and second year students—students who most utilize professional advisors and for whom excellent advising is often a deciding factor in the decision to persist at the University of Idaho.

Questions:

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

   Nine additional FTE along with sufficient support and capital outlay funding are being requested to supplement the university's existing advising function. The state partially funded this request in FY2016 providing 8.0 FTE and $557,100 in permanent funding.

2. What resources are necessary to implement this request?

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

      Please see the supplemental spreadsheet for details regarding positions requested. All positions are full-time benefit eligible positions. Salaries listed are estimated based on preliminary job duty information. Final pay grades will be determined by the university's Human Resources department based on full position descriptions once positions are funded and approved. Hire dates are anticipated to be FY2017 but are dependent upon successful searches.

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

      No existing human resources will be redirected to this effort beyond what is being requested. The funding of this request will expand the existing advising capability of the university.

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

      No additional operating funds or capital items will be required beyond what is being requested.

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

   This request is for State General Fund support only and does not include other funding sources.

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

   The primary impact of this program will be on university students, most particularly first generation students who may need additional advising services in order to be successful. If this request is not funded the university will not be able to expand its intensive advising efforts which may result in fewer students successfully completing their college degree.

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

   This was a high priority request for the university in FY2016 and was partially funded.

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

AGENCY: College & Universities Agency No.: 510 FY 2017 Request
FUNCTION: University of Idaho Function No.: 04 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.03**	Title: **Employment Readiness Program**				Priority Ranking 3 of 6
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	6.0				6.0
PERSONNEL COSTS:					
1. Salaries	$258,000				$258,000
2. Benefits *	$120,000				$120,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$378,000				$378,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$55,000				$55,000
2. Operating	$35,000				$35,000
TOTAL OPERATING EXPENDITURES:	$90,000				$90,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$33,000				$33,000
TOTAL CAPITAL OUTLAY:	$33,000				$33,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$501,000				$501,000

Supports institution/agency and Board strategic plans:

SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective B: Higher Level of Education Attainment

Internship opportunities and job placement assistance will encourage potential students to enroll in and complete a University of Idaho degree program

SBOE GOAL 1: A WELL EDUCATED CITIZENRY – Objective D: Transition

The program would enhance the ability of students to "efficiently and effectively transition into the workforce"

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

A robust internship program would allow students to engage in real work experiences that would provide an opportunity for them to apply critical thinking skills, innovation, and creativity to the workplace.

UI GOAL 1: TEACHING AND LEARNING – Objective B: Develop integrative learning activities than span students' entire university experience

Internship programs and resume building activities will span the students' entire university experience.

UI GOAL 2: OUTREACH AND ENGAGEMENT – Objective B: Strengthen and expand mutually beneficial partnerships with stakeholders in Idaho and beyond

The internship and career placement activities will increase opportunities for faculty and students to develop new partnerships and increase experiential learning opportunities.

UI GOAL 4: COMMUNITY AND CULTURE – Objective A: Be a community committed to access and inclusion

The internship and career planning activities will enhance access through encouraging enrollment, retention, and completion.

Problem Statement: While some disciplines (Education, Business, and Engineering) have well-established internship programs, in other academic areas this is not the case. The University of Idaho's current de-centralized career planning and internship activities do not allow the institution to maximize its relationship with Idaho and regional businesses to provide internship opportunities and career planning and placement services across the entire student body.

Solution Statement: Students completing degree programs must be "job ready." An enhanced internship program and more intensive career planning and placement services will benefit students. Assisting students to map their course work, co-curricular activities, and internships to actual work qualifications will contribute to completion rates and job placement.

Performance Measures:

- 50% of all University of Idaho Students will participate in an internship experience
- Students from an additional 20% of academic programs will have an internship experience
- Expand the number of Idaho companies with University of Idaho interns by 20%
- Learning outcomes established for all University of Idaho internships
- Resume building available for all first year students
- Capstone courses include resume building for all University of Idaho students

Discussion:
This request seeks funds to complete the aggressive career planning and placement program funded last year. The program includes restructuring of career services delivery to specific colleges and majors, closer alignment of academic majors to career options, as well as robust and coordinated internship programs.

The University of Idaho has launched an employment readiness program that begins in the first year of the students' experience. Students in the required first year general education course create a baseline resume. Career counselors then help students to map their coursework and other experiences to competencies that potential employers can clearly identify from student resumes. This requires intensive counseling/advising as each individual student has unique course and applied experiences.

University of Idaho students at the three regional centers—Idaho Falls, Coeur d'Alene, and Boise—require career services as well. Since these regional center locations are areas of population and business density, employment professionals in the centers are a vital component. Last year's funding created a new position in Boise. Additional funding will do the same in Idaho Falls and Coeur d'Alene and increase the career development liaison positions in Moscow to allow for a dedicated career development liaison for each college.

The State Board of Education has set a goal of 30% of students participating in an internship. This goal recognizes the high impact internships have in terms of career readiness. A successful internship program requires strong relationships with businesses in order to identify and facilitate the internship experience. Counselors are needed to match students with identified internship possibilities; help faculty, students and employers identify and monitor internship learning outcomes; and to convey University and employer expectations to students.

The University of Idaho internship program will foster career readiness. At the same time it will contribute to the state's economic development goals. First, qualified interns add value to businesses. Second, a successful internship often results in full-time employment for students which is also an economic benefit to the state.
Parents and students considering the costs of higher education are calculating return on investment. A fully developed employment readiness program will create a strong incentive for university enrollment and degree completion.

Questions:

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

   Six additional FTE along with sufficient support and capital outlay funding are being requested to supplement the university's existing Employment Readiness function. The state partially funded this request in FY2016 providing 6.0 FTE and $506,400 in permanent funding along with $12,000 in one-time funding for capital outlay.

2. What resources are necessary to implement this request?

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

   Please see the supplemental spreadsheet for details regarding positions requested. All positions are full-time benefit eligible positions. Salaries listed are estimated based on preliminary job duty information. Final pay grades will be determined by the university's Human Resources department based on full position descriptions once positions are funded and approved. Hire dates are anticipated to be FY2017 but are dependent upon successful searches.

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

   No existing human resources will be redirected to this effort beyond what is being requested. The funding of this request will expand the existing Employment Readiness program.

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

   No additional operating funds or capital items will be required beyond what is being requested.

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

   This request is for State General Fund support only and does not include other funding sources.

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

   The Employment Readiness program's initial impact is on university students by increasing completion rates and employment success. This program also positively impacts businesses by providing interns and better prepared employees.

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

   This was a high priority request for the university in FY2016 and was partially funded.

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

AGENCY: College & Universities Agency No.: 510 FY 2017 Request
FUNCTION: University of Idaho Function No.: 04 Page 1 of 4 Pages
ACTIVITY: Activity No.: Original Submission X or Revision No. ___

A: Decision Unit No: **12.05**	Title: **Rental Costs – Idaho Law and Justice Learning Center (ILJLC)**			Priority Ranking 5 of 6	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Rent	$247,800				$247,800
TOTAL OPERATING EXPENDITURES:	$247,800				$247,800
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$247,800				$247,800

Supports institution/agency and Board strategic plans:

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

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

Performance Measure: Access for place-bound students

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

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

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

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

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

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

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

Performance Measures: Partnerships with private industry and area institutions.

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

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

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

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

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

Questions:

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

   The amount requested is for rental costs in the remodeled Courthouse building located on the Capitol Mall. Total rent for the facility is estimated at $337,800; $90,000 will be covered by the Idaho Supreme Court and the remaining $247,800 is being requested here to cover the University of Idaho portion. The legislature provided partial one-time funding for FY2016 and this request is to transition to full permanent funding.

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

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

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

   This request is for on-going State General funds.

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

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

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

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

   As mentioned above this request was partially funded on a one-time basis for FY2016.

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

AGENCY: College & Universities Agency No.: 510 FY 2017 Request
FUNCTION: University of Idaho Function No.: 04 Page 1 of 4 Pages
ACTIVITY: Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.06**	Title: Network Infrastructure				Priority Ranking 6 of 6
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits * 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Network infrastructure upgrades	$500,000				$500,000
TOTAL OPERATING EXPENDITURES:	$500,000				$500,000
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:	$0				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$500,000				$500,000

Supports institution/agency and Board strategic plans:

SBOE Goal 3, Objective A

UI Goal 1, Objectives A & B; UI Goal 2 Objectives A & B; UI Goal 3 Objectives A & B UI Goal 4 Objective C

A robust network infrastructure is required to provide effective and efficient delivery systems and to increase productivity and cost-effectiveness while also enabling collaboration, communication and the sharing of information across the state and across the world. Network infrastructure provides the backbone for activities that will lead to the achievement of performance metrics across many State Board of Education and University of Idaho strategic goals.

Problem Statement: Funding for network infrastructure and Internet connectivity has not kept pace with the needs to scale for increased usage, meet new needs and continually refresh equipment.

Solution Statement: Combining $500,000 annually with currently budgeted funds, and utilizing existing personnel better through newly implemented tools, UI can fill current gaps in its network infrastructure, replace equipment on a supportable schedule and scale to meet current and future needs.

Metrics to Measure Success:

- 90% of Moscow campus building attached to the campus network at speeds of 1 Gbps or more by 2018 (currently 77%).
- Double the number of buildings currently connected to the campus core network at 10 Gbps by 2018 (currently 8) and double again by 2020.
- 90% of non-Moscow building attached to the campus network at speeds of 1 Gbps or more by 2018 (currently 61%).
- Upgrade UI's connection to IRON to 100 Gbps by 2019 (currently 10 Gbps).
- Upgrade Moscow residential facilities to complete wireless coverage by 2018.
- Provide redundant internet connections at five non-Moscow locations by 2018 (currently 0).
- Replace all Moscow campus multimode fiber with single mode fiber by 2019.
- Increase available Internet bandwidth by at least 10% annually (currently done as resources are available).
- Annual measurement: 90% or more of statewide network equipment replaced before vendor-provided end-of-life dates.
- Annual measurement: Accommodate current levels of wireless service for projected student increases
- Annual measurement: Accommodate the continued growth in wireless devices attaching to the network (currently doubling evert two years)
- Additional metrics will be developed, measured and reported upon funding.

Description:

The University of Idaho's statewide data network allows for teaching, learning, research and collaboration across the state, region and the world. Through internal work and its leadership in the Idaho Regional Optical Network (IRON), UI has enabled collaboration and access across many of its locations and has provided availability to computing and data storage resources at the Idaho National Laboratory.

In order to remain competitive, it is critical that UI locations across the state be reliably connected to each other and to the external resources needed for success. UI last conducted a significant upgrade to its network infrastructure in the late 1990's. Incremental improvements in core infrastructure, equipment replacements and the introduction of a wireless network have helped UI meet basic networking needs in the last

decade but the increased reliance on the network, the emergence of wireless, security challenges, requirements for connectivity across the state and the needs of big data research all require a redesign and reimplementation of our wired and wireless networks as well as the funding to continue to provide updated technology to meet demands. UI currently invests approximately $1.245M annually in the operation and support of its network but this number is not sufficient to maintain the necessary scale of the network.

The UI network is extensive. A total of 185 buildings in 14 different locations across Idaho are connected by UI managed network equipment and IRON. On the Moscow campus alone there are 154 buildings connected to the network and new construction and renovations continue to increase the required amount of network equipment. With operations in 42 of 44 Idaho counties, there are existing connectivity needs that are not yet being met, many dealing with the vital research conducted by UI. It is also critical to continue to increase the speed at which locations connect to the Moscow campus and resources on the Internet. Six of the 13 non-Moscow locations connect at less than 1 Gbps speeds, which in the near future will not be acceptable for the work being done at those locations. It will also soon be necessary to connect researchers to computing resources beyond those at INL and network upgrades will be required to connect at speeds of 100 Gbps, the standard for big data research.

Through tools and standardization, UI's network team of 6 FTE manages 1865 network devices across the 14 locations, including 1135 wireless access points. The growth in wireless usage is tremendous – in the Fall 2011 semester a peak of 2988 concurrent wireless devices connected to the University of Idaho network. In the Spring 2015 semester, the concurrent peak reached 7901 devices – a 164% increase. During the first 10 days of the Spring 2015 semester, 14,972 unique wireless devices connected to the network. Students, faculty and staff require high speed wireless coverage for academics and research and reliable, robust connectivity will require continued growth in the number of network devices and the regular upgrading of those devices. With an average life span of 5-7 years on network devices, additional funding is required to ensure that UI can continue to operate the network at the required level of quality.

The growth in utilization of the network has seen a corresponding increase in Internet bandwidth use, from 440Mb to 2290 Mb in four years – a 420% increase. Tools are used to meter bandwidth use, but new uses will continue to fuel the need for additional bandwidth. Bandwidth is used to move dig data between researchers, to accommodate telephone, email and video communications, to enable administrative and academic work and for the myriad of other ways that people utilize the Internet.

The requested annual funds will allow the current team to manage and expand the network in its reach, its speed, its reliability and its security. Over 20 different projects have been identified that will benefit the entire University community.

Questions:

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

   The request is for $500,000 annually to be added to base funding for the support of the maintenance and upgrades to the network infrastructure that supports the statewide operations of the University of Idaho. Funds will be utilized to provide for the maintenance and expansion of network resources to accommodate continued demand for wireless connectivity, growth in Internet use, the growing importance of bid data, the ability to utilize cloud services and the necessity of collaborating across the state, the country and the world.

2. What resources are necessary to implement this request?

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

      No new positions are required. The existing network team is appropriately staffed to implement the technology that would be purchased through the request.

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

      The reoccurring nature of these funds will allow existing human resources to operate more effectively through automated monitoring, service adjustments and security improvements. Existing operations will be improved significantly through the regular implementation of improved technology.

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

      Besides the requested $500,000 annually, no additional operating funds or capital funds are being requested.

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

   The request is for $500,000 annually. The University will continue to pursue outside funding for augmentation of services (like the $445,000 NSF grant in FY 2014) and to support specific research projects.

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

   The University's statewide network infrastructure serves students, faculty, staff, researchers, collaborators, affiliates, guests and other constituents on a daily basis. All people that utilize computing resources affiliated with the University rely on the network to complete academic, research and administrative functions.

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

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

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AGENCY: Lewis-Clark State College | Agency No.: 511 | FY 2017 Request
FUNCTION: General Education | Function No.: | Page 1 of 3 Pages
Original Submission _X_ or
ACTIVITY: Complete College Idaho | Activity No.: | Revision No. ___

A: Decision Unit No: **12.02** Title: **Complete College Idaho** Priority Ranking 2 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	9.00				9.0
PERSONNEL COSTS:					
1. Salaries	$499,100				$499,100
2. Benefits	204,400				204,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$703,500				$703,500
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$9,000				$9,000
2. Operating Expense	55,000				55,000
TOTAL OPERATING EXPENDITURES:	$64,000				$64,000
CAPITAL OUTLAY **by summary object:**					
1. PC/workstations (9)	$27,000				$27,000
TOTAL CAPITAL OUTLAY:	$27,000				$27,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$794,500				$794,500

Supports institution/agency and Board strategic plans: This request supports State Board Goal 1 (Well Educated Citizenry), Objective A (Provide opportunities for individual advancement), Objective B (Adult Learning Re-Integration), and Objective C (Higher Level of Educational Attainment) by providing highly qualified faculty to deliver high-demand programming and advisors to support student retention. It also supports Goal 3 (Effective and Efficient Educational System), Objective B (Alignment and Coordination) by supporting the transfer of community college students into LCSC's 4-year programs. LCSC Strategic Plan Goal 1 (Sustain and enhance excellence in teaching and learning) and Goal 2 (Optimize student enrollment and promote student success) are also supported.

Description: The nine (9) positions sought in this line item request directly support Academic and Student Affairs, the strategic initiatives of Lewis-Clark State College, and attainment of the State Board of Education's Complete College Idaho initiative and strategic plan goals. Several of these FY17 requests are those unfunded in the FY16

budgeting cycle. A request for faculty/ staff retention dollars will allow us to hire the most qualified faculty and staff, reduce turnover, and address salary compression.

In the last two budget cycles, Lewis-Clark State has requested funding to meet instructional needs primarily in the general education core areas, which serves both academic and professional-technical students across programs. This year's request focuses on high-performing, high-demand programs identified through the program prioritization initiative, on advising personnel necessary to ensure retention of students, and on retaining quality faculty and staff through salary augmentation.

- **Priority 1.** 1.0 FTE Veterans' Advisor: Currently the college's Veterans' Services consist of educational benefits processing, managed by a staff member who also coordinates the college's scholarship program. By adding a Veterans' Advisor position, and in anticipation of increased numbers of veterans and active-duty personnel accessing educational benefits, the college will be able to provide additional educational support, including specialized PTSD-related counseling, to these students. Total cost of the position including salary, benefits, OE, and CO is $67,500.
- **Priority 2.** 1.0 FTE Assistant Professor, Kinesiology: This is a high growth, high demand program with a limited adjunct pool. All Kinesiology faculty are working overload to accommodate current student enrollment; there are no resources to fully implement the recently approved Exercise Science program. Total cost of salary, benefits, O.E. and C.O. is $105,600.
- **Priority 3**. Faculty Retention Dollars: To retain a highly qualified faculty and staff workforce, the ability to address compression issues is critical. Total cost of salary and benefit is $72,400.
- **Priority 4**. 1.0 FTE Assistant Professor, Business: This is a high growth program with an all online option. Many Business faculty are working overload to accommodate current student enrollment. Total cost of salary, benefits, O.E. and C.O. is $105,600.
- **Priority 5**. Bilingual Advisor/ Recruiter: The State of Idaho has seen an increase in its Hispanic population and census data suggest that an increasing number of students whose families primarily speak Spanish will be remaining in Idaho to seek post-secondary opportunities. A recruiter/advisor who is fluent in Spanish will enable LCSC to facilitate access to post-secondary education for these students and their families. Total cost of the position including salary, benefits, OE, and CO is $72,100.
- **Priority 6**. 1.0 FTE Online Instructor, Interdisciplinary Programs: There is high demand for growth in the online interdisciplinary options. No faculty are currently dedicated solely to online instruction. Total cost of salary, benefits, O.E. and C.O. is $74,600.
- **Priority 7**. 1.0 FTE Humanities/Languages Assistant Professor: There is increasing demand for growth in the Spanish language program, as a stand-alone major and as a complement to existing professional programs such as nursing and business. Total cost of salary, benefits, O.E. and C.O. is $74,100.

- **Priority 8**. 1.0 FTE Assistant Professor, Kinesiology: This is a high growth, high demand program with a limited adjunct pool. All Kinesiology faculty are working overload to accommodate current student enrollment; there are currently no resources to fully implement the recently approved Exercise Science program. Total cost of salary, benefits, O.E. and C.O. is $85,100.
- **Priority 9**. 1.0 FTE Online Instructor, Interdisciplinary Programs: There is high demand for growth in the online interdisciplinary options. There are currently no faculty dedicated solely to online instruction. Total cost of salary, benefits, O.E. and C.O. is $74,600.
- **Priority 10**. 1.0 FTE Program Advisor: Provides additional advising support for high enrollment programs and enhances student retention initiatives. Total cost of salary, benefits, O.E. and C.O. is $62,900.

Questions:

1. What resources are necessary to implement this request?

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

      Positions are as detailed and prioritized above. All positions are 1.0 FTE, benefit-eligible positions, with anticipated hire date of August 2017. Faculty teach 24/30 credit hours/year, and engage in advising, scholarship, service and other duties as assigned by division chairs.

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

      None.

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

      Operating funds include $55,000 for instructional materials and direct program support expenses, and $9,000 total requested travel expenses for the advisor positions.

      Capital Outlay includes $27,000 for one desktop/laptop computer and office set-up for the nine requested positions.

2. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   With the exception of Capital Outlay, the request is for ongoing State General Funds.

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

   Key high-demand programs will be served by the requested faculty positions. To sustain an upward trajectory in enrollment and meet the demand for online programming, there is need for additional full-time faculty in targeted programs such as Kinesiology, Business, and Interdisciplinary Studies.

If the request for the faculty lines is not funded, we will seek out qualified adjuncts when possible. In some program areas such as Kinesiology, adjuncts are in limited supply. Should sufficiently qualified adjunct faculty not be available, program enrollments will be limited.

Current veterans and military personnel (n = 125) will be served by the Veterans' Advisor position as will increased numbers of veterans and military personnel who are forecasted to seek post-secondary opportunities within the State of Idaho. These students will have better access and better completion rates with proper support.

A significantly increasing sector of Idaho's college-bound, college-age population will be served by the Bilingual Recruiter/Advisor and LCSC stands to increase enrollments by 30 to 50 students with the addition of this position.

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

AGENCY: Lewis-Clark State College | Agency No.: 511 | FY 2017 Request

FUNCTION: General Education | Function No.: | Page 1 of 3 Pages

ACTIVITY: Campus Safety, Security, and Compliance | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03** Title: Safety, Security and Compliance Priority Ranking 3 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.25				4.25
PERSONNEL COSTS:					
1. Salaries	$137,100				$137,100
2. Benefits	76,800				76,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$213,900				$213,900
OPERATING EXPENDITURES **by summary object:**					
1. Operating Expense	$30,000				$30,000
TOTAL OPERATING EXPENDITURES:	$30,000				$30,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation (4)	$12,000				$12,000
2. Security cameras/equipment	58,000				58,000
3. Security vehicles and radios	40,000				40,000
TOTAL CAPITAL OUTLAY:	$110,000				$110,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$353,900				$353,900

Supports institution/agency and Board strategic plans: This request supports State Board of Education Strategic Plan Goal 1 ("A Well Educated Citizenry"), Objective A: ("Access") by providing a teaching, learning, and working environment which is safe, secure, and compliant with SBOE, state, and federal policies, laws, and regulations. [Note: the Board has not, to date, established Performance Measures related to campus safety and security within its current strategic plan; nevertheless safety and statutory/regulatory compliance are priorities for state and federal policy makers.]

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **Answer**: this request consolidates the College's highest priority requirements to improve campus security and safety and

to ensure compliance with Title IX and other federal regulations which have expanded significantly as schools and universities have become a target for violence and domestic terrorism incidents. The nine components of this request (total of $353,900), in priority order, are the following:

- **Priority 1**. Addition of a full-time security officer. Total cost of salary, benefits, O.E. (including training), and C.O. is $53,400. LCSC currently has one security director and three security officers (supported by General Fund) to cover 24/7/365 patrol and response to situations which occur on the main campus and the College's downtown facilities.
- **Priority 2**. Increase funding for LCSC's .75 FTE (three-quarter time) Internal Auditor to full-time (addition of .25 FTE funding). This position was established as a result of a State Board mandate, and internal funds were reallocated to support the function on a half-time basis. The current staffing level is inadequate to ensure oversight of College departments' compliance with state and federal policies and regulations, verify proper internal controls over funds and resources, and adherence to sound accounting/business practices. Total cost of an extra .25 FTE is $19,800.
- **Priority 3**. Hire a full-time Title IX Compliance Coordinator (1.0 FTE) for total cost of $71,100 (including salary, benefits, O.E., and C.O). This area requires a dedicated, trained staff member to ensure compliance, develop/implement training, and submit required reports on Title IX (and related) issues affecting students and employees (e.g., responding to "Dear Colleague" letters and other federal mandates). The current approach (assigning these high-visibility tasks as extra duties to other full-time staff members) is neither viable nor sustainable.
- **Priority 4**. Deploy additional surveillance camera systems (with associated licenses and data storage capacity) at key external and internal sites. LCSC has self-funded a small number of indoor cameras and currently has negligible coverage of outdoor areas. These systems will be linked with Lewiston Police Department surveillance systems in the event of an emergency or crime incident requiring police response. Total cost for twenty camera systems is $20,000.
- **Priority 5**. Fund student/employee automated emergency notification system—total ongoing cost of $7,000 per year. LCSC has recently tested and deployed an automated notification system which sends emails, phone, and text messages to all students, employees, and local area first responders within minutes. The system has been funded on a stop-gap basis using student fees and reserves. This request would put a rapid, flexible, and sustainable capability in place.
- **Priority 6**. Add 10 additional electronic door access (programmable swipe card entry) systems at key campus locations—total cost of $40,000 (one time). This request would leverage LCSC's internally-funded efforts to replace mechanical key entry systems at critical facilities. This capability results in significant improvements to the institution's ability to monitor entry and exit at all hours, to rapidly reprogram access for specific individuals and facilities/rooms, and to avoid the problems associated with loss or theft of mechanical keys.
- **Priority 7**. Add an Industrial Hygienist (responsible for coordination of hazardous materials tracking, storage, and disposal) to the LCSC staff—1.0 FTE for total cost

of $59,200. This function cannot be adequately performed at the current time on an "extra duty" basis by instructional staff and Physical Plant personnel.

- **Priority 8**. Funding for a second, additional Security Officer (complementing the request in Priority 1, above). Total cost for this 1.0 FTE addition is estimated at $43,400 (less than the cost of the first position, since some equipment and training costs would be shared). This position would enable five Security Officers to rotate among three shifts, to ensure 24/7/365 coverage of the campus and limited backup capability.
- **Priority 9**. One-time funding of $40,000 to secure an additional shuttle vehicle for Security to respond to off-campus incidents and provide evening shuttle support to students traveling late at night to/from the College's downtown facilities; acquisition of an electric cart to increase on- and near-campus incident mobility and reduce response times and transport mobility-challenged individuals; and upgrade of Security Department radio sets.

2. What resources are necessary to implement this request?

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

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

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

   Answer: These areas were addressed in the answer to Question #1. Also see the accompanying matrix, which provides in spreadsheet format the details on each of the nine components of this request, including salary, benefits, O.E., and C.O. needs.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   Answer: All components of the request except Priority #4 (surveillance cameras), Priority #6 (electronic access swipe card entry upgrades), and Priority #9 (Security vehicles and radio upgrades) are ongoing. See attached matrix.

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

   Answer: This request serves all students, staff, and visitors to LCSC's campus and off-campus facilities. Funding of this request will improve the College's ability to deter incidents, respond to emergencies, and mitigate injuries, loss of life, and damage to state property and resources.

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

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AGENCY: Lewis-Clark State College | Agency No.: 511 | FY 2017 Request
FUNCTION: General Education | Function No.: | Page 1 of 3 Pages
Original Submission _X_ or
ACTIVITY: Facility Maintenance | Activity No.: | Revision No. ___

A: Decision Unit No: **12.04** Title: Maintenance and Custodial Support Priority Ranking 4 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	$163,000				$163,000
2. Benefits	102,700				102,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$265,700				$265,700
OPERATING EXPENDITURES **by summary object:**					
1. Operating Expense	$3,000				$3,000
TOTAL OPERATING EXPENDITURES:	$3,000				$3,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$3,000				$3,000
2. Tools and equipment	8,000				8,000
TOTAL CAPITAL OUTLAY:	$11,000				$11,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$279,700				$279,700

Supports institution/agency and Board strategic plans: This request supports State Board of Education Strategic Plan Goal 1 ("A Well Educated Citizenry"), Objective A: ("Access") by providing a teaching, learning, and working environment which is safe, secure, and compliant with SBOE, state, and federal policies, laws, and regulations. [Note: the Board has not, to date, established Performance Measures related to campus safety and security within its current strategic plan; nevertheless safety and statutory/regulatory compliance are priorities for state and federal policy makers.]

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **Answer**: This request addresses long-time under-staffing of maintenance and custodial personnel at LCSC. The requested support will improve the College's ability to protect and maintain its physical

infrastructure in good working order, address deferred maintenance needs, and provide a safe/clean learning and working environment for students and staff. The six components of this request (total request is for $279,700), in priority order, are the following:

- **Priority 1**. Addition of an electrician (1.0 FTE, employed year-round). Currently, LCSC has only one electrician on staff who is responsible for addressing electrical needs of campus facilities comprising .75 million square feet, with the oldest average facility age of the four public four-year colleges in Idaho. The additional electrician would better enable Physical Plant to deal with its maintenance backlog and reduce reliance on outside contractors. Total cost of salary, benefits, O.E. (including recurring training), and C.O. is $64,400.
- **Priority 2.** Hire a full-time plumber. LCSC currently has no plumbers on its maintenance staff. "DYI" maintenance/repairs and excessive reliance on private plumbers are not an efficient working approach for the campus. Total cost (salary, benefits, O.E., C.O) for an in-house plumber is $59,300.
- **Priority 3**. Hire an additional (day shift) custodian. LCSC's custodial staff is significantly undermanned (by at least 8-10 custodians, based on Occupancy Cost custodial coverage formulas)—this has resulted in sub-standard cleanliness conditions across many areas of campus, and day coverage of restrooms and high traffic areas is a significant issue. This position is the first and highest priority of the three additional custodial positions within this line item request. Total cost of this position is $37,800.
- **Priority 4**. Hire additional painter. There is currently only one painter assigned to LCSC's Physical Plant staff. This manning level is insufficient for dealing with year-round painting requests, and DYI and outside contractor use have resulted in timing, quality, and cost concerns. Total cost of adding this painter is $42,600.
- **Priority 5**. Hire an additional (day shift) custodian. [This is the second of three additional custodian requests within this overall line item.] Rationale for this position is as described in item #3, above. Total cost of this position is $37,800.
- **Priority 6**. Hire an additional (night shift) custodian. [This is the third of three additional custodian requests within this overall line item.] Rationale for this position is as described for item #3 above. If funded, this position could be assigned to either night, or day shift, to meet the greatest need on campus. Total cost of this position is $37,800.

2. What resources are necessary to implement this request?

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

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

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

   Answer: These areas are addressed in the answer to Question #1. Also see also the accompanying matrix which provides details on each of the six components of this line item request, including salary, benefit, O.E., and C.O. needs.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   Answer: All components of this request, except for $11,000 in one-time capital outlay expenses (personal equipment and tools for maintenance personnel and custodians) are ongoing. All six requested positions are 1.0 FTE 12-month positions. The provision of General Fund dollars to fund these priority needs will support our efforts to hold student fees and tuition as low as possible. See detailed matrix.

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

   Answer: This request serves all students, staff, and visitors to LCSC's campus and off-campus facilities. Funding of the request will improve the College's ability to sustain its physical infrastructure and facilities; avoid breakdown and red-tagging of equipment; ameliorate an area which has detracted from employee and student morale; and provide a safe and sanitary learning and working environment for our students, staff, and the members of the public and family members who visit our campus.

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

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AGENCY: Idaho Division of Professional-Technical Education | Agency No.: 503 | FY 2017 Request

FUNCTION: State Leadership | Function No.: 01 | Page ___ of __ Pages

ACTIVITY: | Activity No.: | Original Submission __ or Revision No. ___

A: Decision Unit No: 12.01 | Title: **Manage Staff Workload** | Priority Ranking 1 of 7

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.0
PERSONNEL COSTS:					
1. Salaries	$136,100				$136,100
2. Benefits	62,300				62,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$198,400				$198,400
OPERATING EXPENDITURES **by summary object:**					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$198,400				$198,400

Overview:

Since 2006 the Division of Professional- Technical Education has lost 4 positions with no decrease in agency responsibilities. This is a 10.8% decrease in the staffing of PTE. The increased workload had contributed to high turnover in the Department with a number of staff requesting stress related time off. The turnover has left the average tenure within the department at 5.78 years. Nearly one third of the agency has been with the department less than a year with the additional third having under 5 years' experience. This high turnover has contributed to the pressure on employees and perpetuates the high turnover rate as Division employees leave for agencies and areas with a more manageable workload.

Recent changes across the country have increased the expectations of states as they work to make Professional-Technical education more relevant and aligned with the requirements of industry. The Idaho Division of PTE has a number of new initiatives to ensure that Idaho students are able to transition smoothly between schools and receive education necessary to be employed in high wage, high demand jobs. Such changes are necessary to ensure that Idaho's workforce is competitive but these initiatives also place additional demands on current PTE staff. We are asking for an additional 3 positions to help with the workload and decrease the current high turnover rate within the Division.

Questions:

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

We are requesting ongoing funding for 1 full-time benefited data coordinator position, 1 full time benefitted program manager position and 1 Office Specialist II position.

A data coordinator is being requested to assist with the implementation of Skill Stack, an electronic technical competency skills recognition program which will be in full implementation mode by FY 2017 and will require a full-time data analyst to work with secondary and postsecondary institutions to manage the data generated by the new program.

The program manager is required to help the agency with student organizations and redistribution of the current workload. Participation in professional-technical student organizations (PTSOs) has been identified as a critical area of performance for PTE programs and existing program managers have been focused on providing support for these programs throughout the state. With increased requirements for federal Perkins programs, the Division has identified the need for program managers to increase their program responsibility to include Perkins Performance monitoring as well. Providing an additional program manager will help distribute the workload among program managers allowing them to do on-site reviews while continuing to provide support to the PTSOs.

An Office Specialist II position is being requested to support the new program manager in their role with PTSOs and better distribute the workload of other support staff within the division.

2. What resources are necessary to implement this request?
   a. List by position:

      1. Data Coordinator. Non-classified, Full-time with benefits. $71,800
      2. Program Manager, Non-classified, Full-time with benefits. $83,800
      3. Office Specialist 2, Classified Full-time with benefits. $42,800

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

      No new operating or capital funds are needed

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

   This is an on-going request for funding.

4. Who is being served by this request and what are the expected impacts of the funding requested?

   If this request is not funded the agency will continue to see ongoing turnover which will limit the agency's ability to meet the needs of local schools and technical colleges throughout the State.

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

   This line item was not requested in prior years.

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

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AGENCY: Idaho Division of Professional-Technical Education | Agency No.: 503/504 | FY 2017 Request

FUNCTION: Postsecondary Programs (EITC) | Function No.: 03 | Page ___ of __ Pages

ACTIVITY: | Activity No.: | Original Submission __ or Revision No. ___

A: Decision Unit No: 12.02	Title: **Colleague Data System**				Priority Ranking 2 of 7
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Colleague Data System	$119,600				$119,600
TOTAL OPERATING EXPENDITURES:	$119,600				$119,600
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$119,600				$119,600

Questions:

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

   We are requesting funding for the Colleague Data System, which is required by the State. As the only stand-alone technical college in Idaho, EITC does not have other resources to pay for these costs in full or in part. EITC must direct funds needed for programs and maintenance to keep this data system, the cost of which goes up by 6% every year. This data system is where we draw all of our data for State and Federal reports. It is necessary for all reporting to the National Clearing House, and for the

State Longitudinal Data System. This system is also required to do transcripts and collect data to support our Strategic Plan Performance Measures.

2. What resources are necessary to implement this request? We would need funding for the cost of the Colleague Data System as an on-going funding source.

   a. List by position: none

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. No existing human resources will be re-directed

   c. List any additional operating funds and capital items needed. Operating funding of $119,520.00 would be required for the annual licensing fee.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

   This is an on-going request for funding

4. Who is being served by this request and what are the expected impacts of the funding requested?

   The entire campus, faculty, students, staff and other employees all rely on Colleague to collect data for the activities and information we provide to the State and other agencies. All of EITC is served by this funding.

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

   This item has been requested in the past as a priority item and has been a concern for several years. With the continual increase in costs, this line item request becomes an imperative.

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

AGENCY: Professional Technical Education Agency No.: 503 FY 2017 Request
FUNCTION: State Leadership Function No.: 01 Page of Pages
ACTIVITY: Activity No.: Original Submission __ or Revision No. ___

A: Decision Unit No: 12.03 Title: **Horizontal Alignment and Online Courses** Priority Ranking 3 of 7

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:**	$40,000				$40,000
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$40,000				$40,000

Description:

In the 2015 legislative session, amendments to Idaho Code 33-2205 (3) and (4) outline the intent that the Division of Professional Technical Education will coordinate with the Idaho Digital Learning Academy to provide approved online professional-technical education courses and that the division will incentivize Idaho public colleges and universities offering Professional Technical programs to align their foundational courses so as to achieve uniformity and transferability.

These initiatives were started in Fiscal Year 2015 using Division funds available for this purpose. The continuation of this project into FY 2017 will require one-time funds of $20,000 for Horizontal Alignment efforts and $20,000 for PTE Digital.

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AGENCY: Idaho Division of Professional-Technical Education | Agency No.: 503 | FY 2017 Request
FUNCTION: Post-Secondary Programs | Function No.: 03 | Page ___ of __ Pages
ACTIVITY: | Activity No.: | Original Submission __ or Revision No. ___

A: Decision Unit No: 12.04 | Title: **Post-Secondary Capacity Expansion** | Priority Ranking 4 of 7

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	38				38
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding	$2,617,400				$2,617,400
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** Ongoing	$315,700				$315,700
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** One-time Capital Outlay	$831,500				$831,500
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$3,764,600				$3,764,600

Overview:

The Division of Professional Technical Education funds programs at the 6 postsecondary institutions throughout the state. Years of flat funding and increased demands on Idaho students to achieve postsecondary education have resulted in long waiting lists for programs across the State and have limited Idaho employers in being able to hire qualified employees. If Idaho can't accommodate these increased educational demands it forces students to seek education out of State and can force employers to look out of state to hire the qualified employees that are needed.

Our focus is on high wage, high skill, in demand jobs, which benefit not only the students seeking the education but help to stimulate the economy by providing the necessary talent pipeline for business and industry to grow and be profitable.

The Division has identified 4 major industry areas (health care, information technology, mechatronics, and transportation) where Idaho technical colleges have student backlogs in programs and where all their graduates are hired in high wage, high skill, high demand jobs. The goal is to expand the student pipelines for these targeted programs to meet demonstrated employer demand.

Questions:

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

   See attached.

2. What resources are necessary to implement this request?

   a. List by position:

   See attached. The positions are all for direct instruction at the post-secondary institutions.

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

   See attached

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

   This is an on-going request for funding.

4. Who is being served by this request and what are the expected impacts of the funding requested?

   These funds will help address the student backlogs for these in demand programs and provide greater talent pools for industry expansion.

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

   This line item was not requested in prior years.

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

Insert attachment

AGENCY: Professional Technical Education Agency No.: 503 FY 2017 Request
FUNCTION: General Programs Function No.: 02 Page of Pages
ACTIVITY: Activity No.: Original Submission __ or Revision No. ___

A: Decision Unit No: 12.05	Title:	**Secondary Performance Based Funding**			Priority Ranking 5 of 7
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Uniform 2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$1,128,200				$1,128,200
LUMP SUM:					
GRAND TOTAL	$1,128,200				$1,128,200

Description:

As one of its major initiatives to improve secondary PTE education across the state, PTE is in the process of proposing new legislation to amend Idaho Code 33-1629 to provide incentive funding for exemplary Professional-Technical Education (PTE) secondary programs. It would provide for incentive-based funding opportunities currently available only for Agricultural and Natural Resources education programs established in 2014 (Idaho Code 33-1629) to all PTE secondary education programs.

The incentive based funding for the PTE Agricultural and Natural Resources education program is driving improvements in the quality of these education programs and this legislation would provide this same type of incentive-based funding for the other five PTE education program areas, which include: Business Management and Marketing,

Engineering and Technology, Family and Consumer Sciences, Health Professions, and Skilled and Technical Sciences.

This performance based approach would more clearly demonstrate the return on investment provided by professional-technical education and hold PTE programs more accountable for producing results.

The performance measures and procedures for PTE program incentive based funding would be established by the Idaho Division of Professional-Technical Education.

AGENCY: Idaho Division of Professional-Technical Education | Agency No.: 503 | FY 2017 Request

FUNCTION: Division Administration | Function No.: 01/02 | Page ___ of __ Pages

ACTIVITY: | Activity No.: | Original Submission __ or Revision No. ___

A: Decision Unit No: 12.06 | Title: **Division FTP Request** | Priority Ranking 6 of 7

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	41,000				41,100
2. Benefits	20,400				20,400
3. Group Position Funding					
Function 01-TOTAL PERSONNEL COSTS:	61,400				61,400
OPERATING EXPENDITURES **by summary object:**					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
Function 02- T/B PAYMENTS:	(61,400)				(61,400)
LUMP SUM:					
GRAND TOTAL	0				0

Overview:

Historically the Division has funded CWI to perform accounting services for Professional Technical Student Organizations (PTSOs). This relationship is inefficient, requiring PTE program managers to work with off-site accounting services and any changes to the financial reports are being handled manually by PTE support staff. Frequently this results in a second set of accounting records being maintained at the Division. In addition, internal control of these funds is difficult to ensure since funds are maintained outside of PTE and PTE staff cannot confirm the accuracy of the records or readily research accounting discrepancies.

Questions:

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

We are requesting an ongoing transfer of funding from Trustee and Benefits to Personnel costs for 1 full-time benefited financial specialist to perform the accounting for the PTSOs. The overall financial impact to the State is zero.

2. What resources are necessary to implement this request?

   a. List by position:

      4. Financial Specialist, Classified Full-time with benefits. $61,400

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

      No new operating or capital funds are needed

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

   This is an on-going request for funding that will be offset by an ongoing reduction in trustee in benefit funding. The net financial impact to the State of Idaho is zero.

4. Who is being served by this request and what are the expected impacts of the funding requested?

   This request will allow the Division of PTE to better serve the PTSO boards allowing them to make sound financial decisions; will reduce the burden on PTE support staff to maintain a second set of accounting records and will allow the Division increased internal controls over PTSO funds.

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

   This line item was not requested in prior years.

AGENCY: Idaho Division of Professional Technical Education | Agency No.: 503/504 | FY 2017 Request
FUNCTION: General Programs | Function No.: 02 | Page ___ of __ Pages
ACTIVITY: | Activity No.: | Original Submission __ or Revision No. ___

A: Decision Unit No: 12.07	Title: **Human Resources Senior Position**				Priority Ranking 7 of 7
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	$45,800				$45,800
2. Benefits	21,300				21,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$67,100				$67,100
OPERATING EXPENDITURES **by summary object:**					
2. Lab Materials and supplies					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$67,100				$67,100

Questions:

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

   Eastern Idaho Technical College (EITC) is requesting 1 FTE Human Resources Senior. The College currently has one position in HR that is classed at the specialist level and is required to do all of the payroll plus all the employee HR function. Many of these functions are out of the individual's pay grade. It is important that the College provide adequate services for all of our employees and protect their rights. This position would be at the level to work with the other HR professionals in the State.

2. What resources are necessary to implement this request?

EITC would need to hire a HR Senior and use the current position of specialist to do payroll and other functions at the specialist level.

a. List by position: Human Resources Senior Position, Pay grade M, Full time with benefits. This person would start when funding is approved

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. This would be a new position at EITC.

c. List any additional operating funds and capital items needed. No new operating or capital funds are needed

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

   This is an on-going request for funding

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

   Employees are greatly affected by the service of the HR department. Hiring, firing, retirement, CEC and many other areas need to be covered by a well-educated HR employee. New reporting is now being required for HR departments to meet Federal guidelines. If this request is not funded, employees may not get the information to make decisions that could affect employment and retirement

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

   This request will replace some of those requested in previous years. We have re-evaluated some of the priorities on the EITC campus and determined that having a fully functioning HR department is very important to the institution.

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

AGENCY: College of Southern Idaho Agency No.: 501 FY 2017 Request
FUNCTION: Education Function No.: Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Board approved category Activity No.: Revision No. ___

A: Decision Unit No: **12.01** Title: **Supporting Complete College Idaho – Dual Credit Support** Priority Ranking 1 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.00				4.0
PERSONNEL COSTS:					
1. Salaries	144,000				144,000
2. Benefits	74,800				74,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	218,800				218,800
OPERATING EXPENDITURES **by summary object:**					
1. Travel	15,000				15,000
2. Operating Supplies	5,000				5,000
3. Faculty Professional Develop.					
TOTAL OPERATING EXPENDITURES:	20,000				20,000
CAPITAL OUTLAY **by summary object:**					
1. Capital Outlay	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	238,800				238,800

Supports institution/agency and Board strategic plans:

Goal 1, Objective B

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

Performance Measure:

1. Provide advising and other support services to minimum of 25% of the high school students enrolled in dual credit courses each year, improving purposeful progression toward certificates or degrees of value

2. Increase dual credits successfully completed by the Fall of 2017

3. Maintain or exceed 90% dual credit course completion rate in the face of program expansion through Fast Forward

Description:

With the original passage of the Fast Forward legislation in FY 2015 and its expansion in FY 2016, additional support is needed for dual credit students. CSI's dual credit growth was fairly static from 2009-2013, delivering 12-14,000 credits in an average year. Fast Forward has pushed this number to over 16,000 in 2014, and we anticipate a significant increase in that number as a result of the program being fully implemented

In order to properly support the growing number of dual credit students, CSI needs to revise its support system for both dual credit students and dual credit instructors. We are proposing hiring four student service generalists to provide advising, admission, registration, residency and payment process for our dual credit operations which now stand at more than 2,200 dual credit students in over 40 high schools.

Dual Credit Student Service Specialists will have an associate's degree at a minimum, with a bachelor's degree preferred and be trained in wide range of student service areas. They will be a customer service representative for all processes involving CSI with the school districts. Specifically, the Dual Credit Student Service Specialist will provide support in the following areas:

1. Provide limited on site advising along with serving as a direct resource for dual credit students, faculty and parents
2. Work with high schools, students and faculty concerning timely and accurate testing, admission and registration. This will involve on site assistance at larger schools and being available at spring advising sessions in high schools
3. Assisting high schools, students and faculty with the Fast Forward, scholarships and the process for paying. This will involve meeting with both parents and students
4. Provide training for dual credit faculty concerning the dual credit process in the areas of advising, admission, registration, payment
5. Serve as customer representatives with the technical skills to resolve various procedural and administrative issues.
6. Assist high school counselors with the dual credit process concerning eligibility, prerequisites, test score requirements and advising.
7. Follow up with enrollment and Fast Forward verification with faculty and high schools
8. Assist in calling dual credit students who have not paid or who have scholarship issues.
9. Assist Transition Coordinators/Recruiters with recruiting through site visits and student follow-up for both PTE and academic students in October and March and as available.
10. Serve as a resource for CSI department heads and CSI Dual Credit Faculty Mentors concerning non-instructional issues facing dual credit faculty.
11. Serve as a college resource for dual credit issues for admissions, registration and business office.

Dual credit will continue to be institutionalized in the admissions, records and business offices. The purpose of the Dual Credit Support Services Specialist is for CSI to be proactive in customer service and to serve this growing population. This staff will also assist in recruiting all students to CSI since they will have a relationship with high schools.

Questions:

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

   The request is for funding to develop a comprehensive approach to postsecondary dual credit educational services for high school students. The approach involves the investment of resources on the front end of a student's educational experience in order to increase program completion at the most economical price possible.

   The primary purpose of this request is to provide proper support services for our dual credit program.

   The base funding for salaries and benefits for the four (4) Dual Credit Student Service Specialists is $218,800. These four support positions will be in addition to current staffing of 1.5 FTE dedicated to dual credit.

   Currently we have an Associate Dean, a full-time Student Service Specialist and a part-time Dual Credit Coordinator built into our base budget at a total cost personnel cost of $196,600.

2. What resources are necessary to implement this request?

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

      Four (4) Dual Credit Student Service Specialists - $36,000 salary with $19,700 in benefits

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

      Dual Credit Coordinators will work with the existing CSI Admission and Recruiting functions to insure student follow-up is continuous and relevant. They will also coordinate with Advising to make sure students are taking the courses need for their majors.

   c. List any additional operating funds and capital items needed

      These staff members will travel extensively to high schools to provide services on site. Travel funds of $15,000 per year are needed. Operation expenses of $5,000 for supplies and educational materials will also be needed.

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

   The entire request is for General Funds.

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

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

If this request is not funded, we will struggle to provide adequate support for our growing number of dual credit students. Simply put, our existing staffing model is not adequate to address the breadth of this operation. We are deeply concerned students, parents, high schools and college staff will be overwhelmed by the work required to properly serve dual credit students.

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

   This is the first year for this request.

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

AGENCY: College of Southern Idaho Agency No.: 501 FY 2017 Request
FUNCTION: Education Function No.: Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Board approved category Activity No.: Revision No. ___

A: Decision Unit No: **12.02**	Title: **Student Instructional Support**				Priority Ranking 2 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	7,900				7,900
3. Group Position Funding	100,000				100,000
TOTAL PERSONNEL COSTS:	107,900				107,900
OPERATING EXPENDITURES **by summary object:**					
4. Travel					
5. Software					
6. Operating Supplies	5,000				5,000
7. Faculty Professional Develop.					
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY **by summary object:**					
2. New Computer Lab					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	112,900				112,900

Supports institution/agency and Board strategic plans:

Goal 1, Objective B

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

Performance Measure:

4. Increase graduation rates for the College of Southern Idaho from 18% to 28% by fiscal year 2019 (May of 2019) – IPEDs definition of graduation rate. Fall of 2015 benchmark
5. Increase retention in degree and certificate programs at the College of Southern Idaho from 50% to 60% by fiscal year 2019 (May 2019) IPEDS definition of Fall to Fall retention utilizing the Fall of 2015 as a benchmark.

6. Increase the number of students earning degrees or certificates by 30% by fiscal year 2019 (May 2019) utilizing the Fall of 2015 as a benchmark.
7. Increase credits successfully completed by 15% by the Fall of 2017 based upon Fall of 2015 credits.

The above performance measures are in support of SBE benchmarks

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

Description:

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

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

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

This request is to expand resources for post-gateway high risk classes such as Biology, Chemistry, high level math, nursing, etc. based upon success ratio of the courses. This would involve hiring skilled students, part time staff and adjunct faculty to assist in these areas. Instructional coaches will be available during a wide range of open hours for these services will serve to improve completion rates. Faculty referrals to this area would result in phone calls and follow up to proactively seek out struggling students to intervene and develop a plan for success before they fail. The tutors will be housed in our newly created Student Success Center which is supervised by a full time associate dean. We expect to see immediate results in retention and course completion rates with the funding of this request.

Questions:

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

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

   A mix of students, part-time and adjunct faculty will be provided to assist students. Full-time coordinators and other support staff are already in place for this project.

   CSI currently has a $46,000 budget for part-time peer tutors and a one (1) FTE coordinating tutoring with $62,700 in personnel costs.

2. What resources are necessary to implement this request?

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

      We propose staffing the Success Center with a mix of part-time staff and adjunct faculty at a cost of approximately $107,900. The center will be open for extended hours to all students.

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

      We currently only have limited tutoring and intervention services available at certain times on campus. We have already invested in an Associate Dean's position to oversee this area with the expectation of a direct impact both on course completion and retention.

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

      We are requesting $5,000 in operating fund for supplies for the Success Center.

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

   The entire request is for General Funds.

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

   This request is to improve the services we provide to students to insure they are successful in their post-secondary experience. As noted in our Performance

Measures, we expect to see more students, to serve them better and to increase completion rates.

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

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

   This is the first year for this request.

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

AGENCY: College of Southern Idaho | Agency No.: | FY 2017 Request
FUNCTION: | Function No.: | Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: | Activity No.: | Revision No. ___

A: Decision Unit No: **12.03**	Title: **Instructional Designer**				Priority Ranking 3 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	70,000				70,000
2. Benefits	25,800				25,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	95,800				95,800
OPERATING EXPENDITURES **by summary object:**					
1. Travel	6,000				6,000
2. Office Supplies, Publications, Dues	5,000				5,000
TOTAL OPERATING EXPENDITURES:	11,000				11,000
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	106,800				106,800

Supports institution/agency and Board strategic plans:

Goal 2, Objective B:

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

Performance Measure:

1. The designing a system of training and certification, the implementation and monitoring of this process will result of certified instructors teaching on line and hybrid courses. This will allow us to increase certified faculty by 25% per years. Currently on line course quality varies significantly due to a lack of standards, training and support.

2. The design and implementation of broad based training and instruction in current best practices in education and pedagogy for all faculties in all disciplines will result in 25% of all faculty annually participating in formal, ongoing training. Pedagogical training and professional development will be ongoing and part of regular teacher evaluations.

Description:

This position would not only oversee quality in all of our online and hybrid course offerings, but also would assist faculty (full-time and adjunct) in bringing up courses to required levels and monitor all courses for quality. Additionally the goal of this position is to increase success rates in all courses regardless of modality through redesign and utilization of the most successful teaching techniques. Instructors in gateway courses in math and English will be targeted initially.

Through improving instruction across the board, this position will have direct impact on student success, retention and completion.

Questions:

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

   One (1) FTE is being requested to a) improve the quality of online and hybrid course instruction, and b) develop and maintain an ongoing excellence in teaching protocol for all full and part-time faculties.

2. What resources are necessary to implement this request?

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

      1.0 FTE, Instructional Designer, $70,000, Full Time, Full Benefits, Hire Date of July 1, 2016, 12 month contract

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

      The new instructional designer will report to the Associate Dean of Institutional Effectiveness and work closely with instructional deans and faculty to improve the presentation, quality and completion rates for all instruction.

      List any additional operating funds and capital items needed.

      We are requesting $6,000 for travel and $5,000 for office supplies, publications and dues.

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

The entire request is from the General Fund. The $11,000 of operating expenses are on-going.

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

   It is critical that we maintain high quality courses with high completion rates. The instruction designer will assist faculty in the development of all courses, including an initial focus on developing a quality control protocol for hybrid and online courses.

   If this request is not funded, we will have to make a decision concerning the limiting of online offerings to the number we can insure meet the quality and outcomes our students need. Moreover, institutional emphasis on professional development focusing on teaching excellence will be delayed.

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

   This is the second year of this request. The instructional designer was a part of a consolidated top priority item for our FY 2016 request. It is not prioritized first because of the need to address the support issues for the influx of dual credit students we are experiencing.

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

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AGENCY: College of Southern Idaho | Agency No.: | FY 2017 Request
FUNCTION: | Function No.: | Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: | Activity No.: | Revision No. ___

A: Decision Unit No: **12.04**	Title: **Institutional Researcher**				Priority Ranking 4 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	60,000				60,000
2. Benefits	23,700				23,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	83,700				83,700
OPERATING EXPENDITURES **by summary object:**					
1. Travel	5,000				5,000
2. Office Supplies, Publications, Dues	2,000				2,000
TOTAL OPERATING EXPENDITURES:	7,000				7,000
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	90,700				90,700

Supports institution/agency and Board strategic plans:

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

Performance Measure:

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

Description:

The College of Southern Idaho currently has 1.5 FTE (one part-time and one full-time staff) assigned to institutional research and reporting. In addition to traditional on-going ad hoc, IPEDS and administrative management reports, we have added reporting for the state longitudinal data study, the community college Voluntary Framework for Accountability, Complete College America, new Northwest Accreditation core standards and the Student Success Initiative. The staff is also responsible for Institutional Profile Report, a 150 page book of current as compared to historical data, charts and graphs specifically for CSI, which is completed every two years.

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

The current staff of one full-time and one part-time person cannot keep up with this workload.

This request is for funding to hire one (1) FTE full-time institutional researcher to assist our existing time staff. This position will provide consistent support to our existing staff along with improving the process of getting needed reports for evaluation and decision making.

Questions:

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

   A full-time institutional researcher position addresses the overwhelming amount of reporting and data analysis required both internally and externally.

   Currently, we have 1.5 FTE (one full-time and one part-time staff) doing institutional research with personnel costs totaling of $130,000.

2. What resources are necessary to implement this request?

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

      1.0 FTE, Institutional Researcher, $60,000, Full Time, Full Benefits, Hire Date of July 1, 2016, 12 month contract

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

      The new institutional researcher will report to the Assistant Dean of Institutional Effectiveness. The existing 1.5 FTE (one full-time and one part-time staff)

performing institutional research will share duties with the new position with the work being divided between them.

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

We are requesting $5,000 for travel and $2,000 for office supplies, publications and dues.

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

   The entire request is from the General Fund. The $7,000 of operating expenses are on-going.

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

   The College is the prime entity being served through the utilization of data to make good decisions to efficiently provide services to students.

   If this request is not funded, we will have to prioritize what we can do with the existing staff. This may mean limiting involvement in various programs, data reporting and state sponsored events. This position is critical for us move forward with predictive analytics which in turn is essential for tracking and monitoring student success.

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

   This is the second year of this request. It was our number 3 priority in our Fy 16 budget request. The top prioritized line item – Dual Credit Support - was not a part of a previous year request. (Due to the predicted influx of dual credit students as a result of new legislation and the issues experienced in Fy 2015, Dual Credit Support is critical in providing services to these new students.)

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

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AGENCY: North Idaho College Agency No.: 501 FY 2017 Request
FUNCTION: Education Function No.: 02 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **Complete College Idaho**				Priority Ranking 1 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	8.00				8.0
PERSONNEL COSTS:					
1. Salaries	$309,000				$309,000
2. Benefits	108,000				108,000
3. Group Position Funding	50,000				50,000
TOTAL PERSONNEL COSTS:	$467,000				$467,000
OPERATING EXPENDITURES **by summary object:**					
1. Operating Supplies/Travel	$57,000				$57,000
2. Faculty Development	80,000				80,000
TOTAL OPERATING EXPENDITURES:	$137,000				$137,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$4,500				$4,500
TOTAL CAPITAL OUTLAY:	$4,500				$4,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$608,500				$608,500

Supports institution/agency and Board strategic plans:

Goal 1, Objective B

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

Performance Measure:

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

The above performance measures are in support of SBE benchmarks

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

Description:

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

Though bachelor's and graduate degrees are important, research continues to show these goals can only be met through a combination of associate degrees, professional technical education, certificates and customized workforce training.

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

North Idaho College is requesting support for CCI for the following institutional priorities:

1. <u>Coordinator Retention/Completion</u> – 1 FTE $60,000 salary plus $23,696 benefits, $2,500 operating expense and $1,500 equipment. = $87,696

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

2. <u>Transition Coordinator</u> – 1 FTE - $45,000 plus $20,572 benefits = $65,572 plus $2,500 operating expenses and $1,500 equipment = $69,572

A Transition Coordinator position will work closely with recruiting and admissions staff to help students transition from secondary to post-secondary programs. The Transition Coordinator will provide pathways coaching, will assist students in navigating through admissions and financial aid requirements, and will aid students with their education plans. Integrating the sometimes overwhelming admissions process with early advising ensures a smooth transition for students and a clear path toward timely completion of their program of study.

3. Support for Faculty engagement in intrusive advising – 5 FTE (part time and adjunct faculty) plus benefits = $173,989.

   The college has successfully implemented Intrusive Advising for at-risk students but has only been able to implement it on a small scale. Since faculty are often the first and most important point of contact for new students, they are in a position to recognize the early signs of an "at-risk" student such as sudden non-attendance or sudden failure to turn in work. Frequent faculty-student contact in and out of the classroom is the most important factor in student motivation and involvement. By providing support for faculty engagement in intrusive advising, the college can identify at-risk students early in their program thereby moving a greater number of students toward completion.

4. Expansion of Quality Matters – 1 FTE - $60,000 plus $23,696 benefits=$83,696 plus $60,000 in instructional stipends, $52,000 operating expenses and $1,500 in equipment = $197,196.

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

5. Faculty Professional Development - $80,000 operating expense

   Several faculty-driven curriculum process changes are underway at NIC as a result of the state-wide General Education Reform (GEM) initiative, and the adoption of the Guided Pathways approach to reducing time to graduation. The need for professional development for faculty is great so that the work continues toward identifying an explicit core with shared learning outcomes that clearly guides students toward their educational goals. NIC has begun work to review and implement a redesigned core that

will not simply generate more degrees, but will generate quality degrees, and to both collect and use assessment data to make core course improvements.

Questions:

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

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

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

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

2. What resources are necessary to implement this request?

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

      1.0 FTE – Transition Coordinator $45,000, full time with benefits at $20,572. Anticipated hire date 7/1/16. 12 month employee.

      1.0 FTE Coordinator Retention/Completion $60,000, full time with benefits at $23,696. Anticipated hire date 7/1/16. 12 month employee

      5.0 FTE Faculty/Adjunct Faculty Advisors 150 stipends at $800/credit. Taxes and retirement only benefits. Anticipated hire date 8/15/16

      1.0 FTE Instructional Designer $60,000, full time with benefits at $23,696. Anticipated hire date 7/1/16. 12 month contract.

      0.0 FTE Faculty/Adjunct Faculty Training Stipends, $500/faculty member for 100 faculty, taxes and retirement only. Hire Date of August 1, 2016

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

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

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

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

We are requesting $4,500 for computers for the new staff in this request as well as for office furniture.

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

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Funding request is for state general funds. The $4,500 for desktop computers and is a one-time start-up equipment purchase. Replacement computers will be funded from institutional funds.

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

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

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

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

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AGENCY: North Idaho College | Agency No.: 501 | FY 2017 Request
FUNCTION: Education | Function No.: 02 | Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: | Activity No.: | Revision No. ___

A: Decision Unit No: **12.02**	Title: **Data System Analyst/Developer**				Priority Ranking 2 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	$78,500				$78,500
2. Benefits	27,500				27,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$106,000				$106,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$5,000				$5,000
TOTAL OPERATING EXPENDITURES:	$5,000				$5,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$3,000				$3,000
TOTAL CAPITAL OUTLAY:	$3,000				$3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$114,000				$114,000

Supports institution/agency and Board strategic plans:

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

Description:

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

Questions:

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

   This request is for a data analyst/developer. This is a general fund request. This position will provide access to a high need area for data analytics to provide tracking and benchmarking of outcomes and higher evaluation of data for new programs and initiatives.

2. What resources are necessary to implement this request?

   a. 1 FTE Data Analyst/Developer, $78,500 salary full time with benefits at $27,548. Anticipated hired date 7/1/17 12 month contract.

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

      No resources will be redirected. Existing operations will improve quality and availability of reporting to campus and constituents.

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

      $5,000 for travel to training and meetings with other schools. $3,000 one-time funds for a desktop computer and office furniture.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   Funding request is for state general funds. $3,000 is for one time capital items (computer and office furniture).

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

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

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

AGENCY: North Idaho College | Agency No.: 501 | FY 2017 Request
FUNCTION: Education | Function No.: 02 | Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: | Activity No.: | Revision No. ___

A: Decision Unit No: **12.03** Title: **Enhanced Campus Security** Priority Ranking 3 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	$64,000				$64,000
2. Benefits	35,700				35,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$99,700				$99,700
OPERATING EXPENDITURES **by summary object:**					
1. Training	$15,000				$15,000
TOTAL OPERATING EXPENDITURES:	$15,000				$15,000
CAPITAL OUTLAY **by summary object:**					
Exterior Campus Surveillance System: Network Storage, ($35,000); Entrance/Exit Cameras, ($84,000); Parking lot Cameras, ($40,000); License, ($10,000); Installation, ($16,000)	$185,000				$185,000
Electronic Access Controls for Departmental/Building Zone Security: 50 doors at $5,000 per door.	250,000				250,000
Internal Electronic Access controls: Upgrade to current system to allow classrooms with electronic locks to be locked down from within.	90,000				90,000
TOTAL CAPITAL OUTLAY:	$525,000				$525,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$639,700				$639,700

Supports institution/agency and Board strategic plans:

Goal 1, Objective A and Objective B: Access and Higher Level of Educational Attainment. North Idaho College; Goal 3, Objective 4: Enhance access to college facilities.

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

Questions:

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

   Increased security personnel, campus wide exterior surveillance system, and enhanced electronic access controls. These 3 components will serve to improve the safety of our campus for students, employees, and visitors.

2. What resources are necessary to implement this request?

   a. 2 FTE Security Officers, $64,500 salary full time with benefits at $35,729. Anticipated hired date 7/1/17 12 month contract.

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

      No resources will be redirected. Existing operations will improve quality and availability of reporting to campus and constituents. The college has employed a FT school resource officer through contract with the City of Coeur d' Alene to begin addressing the need for enhanced security and ensure timely response times.

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

      $15,000 for training. $525,000 one-time funds for a upgrading and installing surveillance and access controls

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   Funding request is for state general funds. $540,000 is for one time capital items).

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

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

AGENCY: North Idaho College | Agency No.: 501 | FY 2017 Request
FUNCTION: Education | Function No.: 02 | Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: | Activity No.: | Revision No. ___

A: Decision Unit No: **12.04** Title: **Electronic and Information Technology Coordinator (ADA)** Priority Ranking 4 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	$42,000				$42,000
2. Benefits	17,600				17,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$59,600				$59,600
OPERATING EXPENDITURES **by summary object:**					
1. Professional Development	$10,000				$10,000
TOTAL OPERATING EXPENDITURES:	$10,000				$10,000
CAPITAL OUTLAY **by summary object:**					
1. Computer Equipment	$3,000				$3,000
2. Network Software and System Compliance	63,000				63,000
3. Hardware Compliance	54,000				54,000
TOTAL CAPITAL OUTLAY:	$120,000				$120,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$189,600				$189,600

Supports institution/agency and Board strategic plans:

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

Description:
The Department of Education, Office for Civil Rights is widely publicizing the recent May 4, 2012 University of Montana Electronic and Information Technology (EIT) compliance complaint against the institution. The Office for Civil Rights is reminding all post-secondary institutions that the remedial actions against the University of Montana should be viewed as a template to ensure colleges are in compliance with EIT requirements and standards.

After reviewing the Department of Education, Office for Civil Rights Resolution Agreement with the University of Montana, NIC has recognized the need to designate/hire an Electronic and Information Technology (EIT) coordinator, develop an EIT Policy and Procedure, audit all college electronic systems for accessibility compliance, and develop a priority list to begin addressing deficit areas. NIC has already identified several deficit areas through past audit activity including the need to install web content compliance software, purchase a campus wide licensing for text to speech software system, upgrade computer kiosks, information stations, copiers, learning management systems including classroom technology and multimedia, phone systems, and also provide captioning of videos and film content to ensure accessibility for students with disabilities is adequately addressed. Additionally, the EIT Coordinator would be responsible for identifying additional funding sources and grants to ensure continued electronic and information tech compliance across all NIC campuses and platforms.

Questions:

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

It is critical for North Idaho College to fully meet federal EIT compliance and in order to do so, both staff and capital outlay resources must be established and maintained. North Idaho College is requesting funds to expand and further develop its Electronic and Information Technology (EIT) compliance to ensure NIC systems are fully accessible for individuals with disabilities. EIT has taken on a greater emphasis relative to a recent US Department of Education, Office for Civil Rights disability discrimination complaint (OCR Reference No. 10122118), against the University of Montana on May 4, 2012, (resolution agreement attached for reference). In order to meet compliance standards, NIC must develop an EIT Accessibility Policy and Procedures, designate an EIT Coordinator who has the responsibility and commensurate authority to coordinate the College's Accessibility Policy and Procedures, perform an audit of EIT applicable systems at NIC, prioritize deficient systems, and then implement enhancement and corrective action to ensure EIT compliance. In addition to requesting base funding for an EIT coordinator position, several large scale EIT systems expenditures are also being recommended as part of this request.

2. What resources are necessary to implement this request?
   a. 1 FTE Electronic and Information Technology Coordinator, $42,000 salary full time with benefits at $17,460. Anticipated hired date 7/1/16 12 month contract.
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      No resources will be redirected. Existing operations will improve by allowing disability support services to better serve students with a dedicated and appropriate resource.
   c. List any additional operating funds and capital items needed.

$62,000 for Network Software: HiSoftware Compliance Sheriff for Web Content Compliance Automation, ($32,000); Campus-Wide Speech to Text Software Licensing Software Read/Write Gold ($12,000); Transcription Costs for Video and Film Captioning ($18,000). $54,000 for Hardware Compliance: Access Kiosk Computer Replacements ($18,000); Student Disability Multimedia Computer Stations upgrades for 7 sites ($21,000); Blind and Visually Impaired Assistive Technology Lab to include 3-D printing for Tactile accommodation ($15,000). $12,000 for Professional development and campus education including, training on compliance with OCR Reference No. 10122118 and auditing electronic systems for compliance. In addition the request includes $3,000 one-time funds for a desktop computer and office furniture.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

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

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

   Students with documented disabilities (as defined by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, and the regulations that implement those statues at 34 C.F.R. Part 104 and 28 C.F.R. Part 35) from the five northern counties and served by North Idaho College will be legally served through the implementation of the EIT coordinator and applicable systems management and upgrades. If not funded, colleges risk a similar response by the U.S. Department of Education, Office for Civil Rights as was taken against the University of Montana. Preventative and incremental adequately funded EIT adaptation towards compliance, guided by policy and procedures and facilitated by an EIT Coordinator, is preferred as opposed to immediate OCR sanction which may result in costly and immediately intervention.

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

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AGENCY: Community Colleges | Agency No.: 505 | FY 2017 Request

FUNCTION: College of Western Idaho | Function No.: 07 | Page ___ of __ Pages

ACTIVITY: Strategic Initiative – Prior Years Unfunded Enrollment | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: **Prior Years Unfunded Enrollment**			Priority Ranking 1 of 2	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	10.00				10.00
PERSONNEL COSTS:					
1. Salaries	500,000				500,000
2. Benefits	217,000				217,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	717,000				717,000
OPERATING EXPENDITURES **by summary object:**					
1. Ongoing professional development	1,073,000				1,073,000
2. Travel	10,000				10,000
TOTAL OPERATING EXPENDITURES:	1,083,000				1,083,000
CAPITAL OUTLAY **by summary object:**					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,800,000				1,800,000

Supports institution/agency and Board strategic plans:

This request is connected to the CWI strategic plan's goals as follows:

Institutional Priority 1: Student Success;

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

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

Institutional Priority 2: Employee Success;

Objective 1: Employees will have resources, information and other support to be successful in their roles.

Objective 2: CWI will provide employees with professional development, training and learning opportunities.

Institutional Priority 3: Fiscal Stability;

Objective 3: CWI will work to maintain and enhance its facilities and technology and actively plan for future space and technology needs.

Institutional Priority 4: Community Connections;

Objective 2: CWI engages in educational, cultural and organizational activities that enrich our community.

Objective 3: Expand CWI's community connections within its service area.

Having sufficient funding per Academic FTE will allow CWI to achieve these objectives.

Performance *Measure:*

The College of Western Idaho will have the following outcomes to showcase the performance of each priority/goal with sufficient funding per Academic FTE:

Student Success: Increased completion and retention rates will result if CWI develops those services that will allow students to meet their full potential while also providing pathways to move further in their education and career goals. CWI will be better able to bridge the gap to make transitioning to 4 year institutions more seamless for the students.

Employee Success: Having more resources and training will help CWI employees be more successful in their roles and to facilitate easier access to those resources for all employees, much as CWI has done for the student population.

Fiscal Stability: CWI will be better able to upgrade its facilities and technology in a proactive manner to meet the ever changing needs within the marketplace for higher skills, which in turn, makes CWI the institution that stands out from the crowd and is better equipped to handle the needs of our community. By maintaining and improving the infrastructure, CWI will be prepared for any future growth and needs of the region.

Community Connections: CWI will have the ability (staff and infrastructure) to better engage the community and participate in activities that showcase the value of an education at CWI, which reinforces the need and support for the College with our community partners, both current and potential.

Description:

This request is being submitted to allow CWI to be funded at the same amount per academic full time equivalent (SFTE) student as North Idaho College (NIC) and the College of Southern Idaho (CSI).

Please see attached enrollment calculation spreadsheet for details regarding actual calculation methodology. Note: This request is for only a *portion* of the unfunded enrollment.

Questions:

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

   CWI requests support for prior year (FY 2012, 2013, 2014 & 2015) unfunded enrollment in FY 2017.

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

   If this request is approved, CWI would first consider the hiring of instructional faculty and/or staff. The ratio of full- to part-time (adjunct) would be determined based upon the amount appropriated. Remaining funds would be used for Operating Expenses at the college, primarily infrastructure (Facilities, utilities, and information technology) related, as determined by enrollment circumstances.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   All funds requested are Ongoing.

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

   Existing and new students will be served with this request. Not funding this request will cause difficulties in meeting community expectations for an open access community college.

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AGENCY: Community Colleges | Agency No.: 505 | FY 2017 Request
FUNCTION: College of Western Idaho | Function No.: 07 | Page ___ of __ Pages
ACTIVITY: Strategic Initiative – Student Success | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02** Title: **Student Success** Priority Ranking 2 of 2

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	9.00				9.0
PERSONNEL COSTS:					
1. Salaries	359,000				359,000
2. Benefits	176,900				176,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	535,900				535,900
OPERATING EXPENDITURES **by summary object:**					
1. Office expense, professional development	27,000				27,000
2. Travel	10,600				10,600
TOTAL OPERATING EXPENDITURES:	37,600				37,600
CAPITAL OUTLAY **by summary object:**					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	573,500				573,500

Supports institution/agency and Board strategic plans:

SBOE Goal 1, Objective B
Idaho SBOE identifies a **well-educated citizenry** as a strategic goal by increasing the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

SBOE Goal 3, Objectives A and B
Idaho SBOE identifies **efficient use of educational resources** to promote effective and efficient delivery systems as a strategic goal. Objectives include demonstration of cost effectiveness and fiscal prudence, as well as engaging in data-informed decision making and continuous improvement.

CWI Institutional Priority 1, Objectives 1, 2, 3, and 4
CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals). **Student success** is College of Western Idaho's first institutional priority with the objective of improving student retention, persistence (objective 1), and degree completion (objective 2). CWI will provide support services that improve student success (objective 3). CWI will develop educational pathways and services to improve accessibility (objective 4).

Performance Measures:
SBOE: Relevant benchmarks include the percent of high school graduates who enroll in postsecondary institution within 12 months of graduation and the percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.

CWI: Relevant performance measure includes improving prospect to enrolled matriculation rate to meet or exceed 20% by 2019, improving course completion rates to 80% by 2019, improving semester-to-semester persistence rates to 80% (77% for first time college students) by 2019, improving annual retention rates to 55% by 2019, and granting 750 associate degrees annually by 2019.

Advisors for Academic Programs

CWI currently employs eight (8) Advisors, two (2) Sr. Advisors, and one (1) Director to serve over 10,000 A.A. and A.S. students annually. Currently, the student-to-advisor ratio is conservatively 1000:1. For this reason, many CWI students do not receive individual advising, but are provided large group advising as part of the orientation process. Increasing the number of the advising staff by 4 FTE would result in an improved ratio of approximately 700:1 and provide students with more intentional and individual advising from the point of admission through degree completion. These additional advisor positions will allow CWI to implement a proactive and engaging advising and intervention model to address student needs, provide just-in-time intervention when support services are needed, and extended support during their academic career. A 2013 policy report titled "What matters for community college success?" suggests an student-to-advisor ratio 370:1 and further submits that "personalized guidance can allow students to gain information and decision making skills and to successfully navigate college, but community colleges often lack the resources and counselors to provide such supports. [. . .] Without adequate counseling services, students are more likely to make uninformed choices about their educational futures, are less likely to take advantage of available support services and, as a result, are arguably more likely to take longer to obtain their educational goals or stop out before completion." CWI hopes to increase advising staff over the next several years to reach a 500:1 ratio.

Park, V.; Cerven, C; Nations, J.; Nielsen, K. (2013). Policy report: What matters for community college success? Pathways to Postsecondary Success.

Alignment with Complete College Idaho's Key Strategies and Complete College America's Guided Pathways to Success (GPS) Essential Components

CCI Key Strategy

- ✓ *Strengthen the Pipeline*

GPS Essential Components

- ✓ *Intrusive, on-time advising*
  Colleges can more effectively monitor student progress toward completion through a more structured student support system built around guided pathways. Innovations in technology allow student support to be targeted and customized to meet the needs of individual students. Early warning systems make it easy for institutions to track student performance in required courses and target interventions when and where they are most needed. For example, systems can automatically place a student on administrative hold and require a meeting with an advisor if a key milestone course in the student's major is not completed on schedule. Academic advisors can focus their attention almost exclusively on students most in need of services instead of spreading themselves over burdensome caseloads of all students.

http://www.boardofed.idaho.gov/cci.asp
www.completecollege.org/docs/GPS_Summary_FINAL.pdf

Outcomes:

1. Improved persistence and retention rates
2. Improved degree completion
3. Achieve advising caseload ratio of 700:1
4. Implement intentional advising model so serve more individual students
5. Decline in number of students who do not meet Satisfactory Academic Progress
6. Provide greater consistency and higher accessibility to support services
7. Increase number of individual student contacts

Scalability:

This request is at scale to serve current student enrollment at CWI. CWI's advising is at base-level staffing and the advising model is currently based on a "do what you can with what you have" approach, which does not serve students as well as community college advising should. Additional personnel would allow us to scale to a model of intentional advising. Increasing CWI's advising staff by four positions will be a first step towards reaching a 500:1 goal. We can build to this over time.

Director of Education Opportunity Program

The Educational Opportunity Program (EOP) is designed provide a pathway to college success for specific student populations. The EOP is intentionally designed to improve access, retention, success, and ultimate completion of certificate and degree programs. This position will oversee the strategic direction of EOP to include the efforts of the positions listed below, tracking and analysis of data and performance measures, and programmatic assessment, as well as program expansion to include additional special populations.

Educational Opportunity Program Scalability:

CWI has identified the following populations for which it intends to develop specialized outreach and pathways to college through the Educational Opportunities Program:

- Hispanic students
- Veterans
- First Generation students
- Honors students
- Students with experiential learning (re-entering college from workplace)
- Refugees
- Prior offenders (Criminal Justice Reinvestment)
- Transfer students (to CWI from other higher ed institutions)

This request will allow CWI to take the first step towards building this outreach program.

Coordinators (2), Hispanic Pathway

CWI has chosen to focus the first EOP efforts on Hispanic students. Coordinators are responsible for the outreach to, intake of, and advising of Hispanic students on their pathway to success and college completion. Functions of these positions would include:

- Establish a connections between Hispanic students and CWI
- Enlist current CWI students to create targeted recruiting messages
- Create peer mentor model
- Work closely with communication specialist to create webpage information and to eliminate information barriers
- Create and reward leadership opportunities
- Build an outreach and advising model that addresses the entire student lifecycle, including transfer or work placement preparation
- Supervise a community of advisors who are assigned to a specific pathway

CWI serves approximately 1400 Hispanic students annually in credit programs, and over 1000 more in Basic Skills Education. CWI will create the first Hispanic Pathway Coordinator in FY16 to launch this learning community pilot. CWI aspires to become a Hispanic serving institution affiliated with Hispanic Association of Colleges and

Universities, which requires members to serve a student population of 25% Hispanic students. These coordinator positions will be integral in expanding Hispanic outreach and support and will have a focused responsibility for recruitment and matriculation of Hispanic students into certificate and degree pathways. Additionally, these positions will help implement educational outreach to the Hispanic community to address cultural attitudes and orientations toward higher education that are specific to this population of future students and their families. These positions will also provide advising and resource guidance necessary for student success along certificate or degree pathway.

http://cwidaho.cc/info/facts-glance

Outcomes:

1. Increase CWI's Hispanic student population to a rate that is more reflective of our service area demographics
2. Address college readiness barriers, and provide intentional advising through students' educational experience to increase retention, persistence, and completion rates
3. Improve completion rate of Hispanic students.

Scalability:

CWI has hired its first Hispanic Pathway Coordinator. His effort will be implemented on a small scale with pilot school districts. The two additional coordinators requested here will allow CWI to scale outreach throughout Canyon and Ada counties and eventually to CWI's ten-county service area.

Data & Information Analyst

This is a position to support data collection, analysis, and reporting in support of the State of Idaho Complete College America/Complete College Idaho initiative, Voluntary Framework of Accountability (VFA), Gainful Employment, Professional Technical data collection and reporting, Integrated Postsecondary Education Data System, Statewide Longitudinal Data System, regional accreditation, and other state and federal data requirements. Internal data reporting will support data-informed decision making as college administration and the Board of Trustees make ongoing decisions about college growth and performance.

College of Western Idaho Strategic Alignment

CWI will improve student retention and persistence

- This position will be responsible for data collection and analysis in support of student retention and persistence. This includes tracking course completion rates, semester-to-semester persistence, and fall-to-fall retention. Additional duties will include support of the Community College Voluntary Framework of Accountability.

CWI will provide support services that improve student success

- The responsibility for tracking and reporting the enrollment funnel from prospect through enrollment, program completion rates, and federal reporting under the

Integrated Postsecondary Education Data System (IPEDS) will reside with this position.

CWI will develop educational pathways and services to improve accessibility

- College prep course work, subsequent gateway course success, dual credit counts, and physical and online enrollment data tracking and analysis will be another responsibility of this position.

CWI creates and delivers educational programs and services to the community through short-term training programs which foster economic development

- This position will collect, analyze, and report data associated with Workforce Development headcounts and trends, as well as customer satisfaction information.

State Board of Education Strategic Alignment

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

- This position will be responsible for collecting, analyzing, and reporting data related to demographic enrollment information and trends, and college entrant data

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

- This position will be responsible for dual credit data collection, analysis, and reporting (including headcount and credits generated), subsequent post-secondary enrollment information, related college success data, and program completion/graduation information.

Improve the processes and increase the options for re-integration of adult learners into the education system.

- This position would be responsible for tracking numbers of training programs and associated enrollment data for state and federal reporting

Increased productivity and cost-effectiveness

- This position will be responsible for collecting and reporting data associated with college efficiency measures, reporting remedial education data, and academic performance information.

Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system

- This position will be responsible for completing data collection and analysis for information related to the Statewide Longitudinal Data System, and then reporting that data to the Office of the State Board of Education.

Faculty, Engineering

This program will serve degree-seeking students in the Treasure Valley. Universities in Idaho have requested that CWI implement an engineering program that would allow students to complete the first two years of study at CWI prior to transfer. This degree program will transfer to University of Idaho, Idaho State University, and Boise State University baccalaureate programs in Engineering. Department of Labor data suggests that careers in the engineering field will grow by 27% between 2011 and 2019 in Idaho. A baccalaureate degree is required for positions in engineering related fields, thus the importance of partnering with senior institutions statewide.

Alignment with Complete College Idaho's Key Strategies and Complete College America's Guided Pathways to Success (GPS) Essential Components

CCI Key Strategy

- ✓ *Structure for Success*
  Communicate strong, clear and guaranteed statewide articulation and transfer options.

GPS Essential Components

- ✓ *Commitment to whole programs of study*
  Students make the "big choices" of academic majors or programs — and all the other choices of necessary credits and course sequences are laid out for them. In this way, a clear path to on-time completion is prepared for them, semester by semester, all the way to graduation day.
- ✓ *Milestone courses (addresses intentional programmatic design)*
  Degree pathways contain critical milestone courses that must be completed each semester to certify students are on track. Not only do these courses provide realistic assessments of student progress; milestones give students early signals about their prospects for success in a given field of study. This eliminates the problem of students' putting off challenging courses until the consequences of changing majors become too damaging and costly.
- ✓ *End-to-end design (addresses intentional programmatic design)*
  GPS programs are built with the end goal in mind. Starting with the student's desired career outcome, colleges construct a sequence of relevant courses that leads students, semester by semester, to their chosen goal. Students understand from their first day on campus where their chosen pathway will take them. Aimless wandering is replaced with highly motivating and intentional routes to careers and more learning.

http://www.boardofed.idaho.gov/cci.asp

www.completecollege.org/docs/GPS_Summary_FINAL.pdf

Outcomes:

1. Intentionally designed and fully articulated degree program in Engineering (including 2+2 agreements with university partners).
2. Increase in the number of majors and graduates in this program
3. Increase in the number of transfer students to related four-year programs.

Questions:

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

   Nine (9) full-time positions are being requested.

   a. Four (4) Advisors to build towards a manageable student-to-advisor ratio with the goal of improving retention and completion rates. No institutional funding currently exists for these positions.
   b. One (1) Director, Educational Opportunities Program to establish a department dedicated to outreach to special student populations. The Educational Opportunities Program will scale over the next several years to serve CWI's ten county region. No institutional funding currently exists for this position.
   c. Two (2) Coordinators, Hispanic Pathway to recruit Hispanic students to CWI with the goal of reaching student enrollment that reflects the demographics of the college's service area. CWI currently employs one Hispanic Pathway Coordinator. No institutional funding currently exists for additional positions identified in this request.
   d. One (1) Data & Information Analyst to support institutional research/ institutional effectiveness functions. This would be a third position in addition to two current full-time filled positions. No institutional funding currently exists for the position identified in this request.
   e. One (1) Faculty, Engineering to lead the development of an Associate of Science in Engineering. CWI does not currently have full-time faculty expertise in this discipline. No institutional funding currently exists for this position.

2. What resources are necessary to implement this request?

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

      4.0 FTE Advisors, Academic Programs; $33,000; FT; benefits $18,200; July 1, 2016; 12 month permanent position (total for four positions: $204,800)

      1.0 FTE Director, Educational Opportunities Program; $59,000; FT; benefits $23,600; July 1, 2016; 12 month permanent position (total: $82,600)

2.0 FTE Coordinators, Hispanic Pathway; $38,000; FT; benefits $19,300; July 1, 2016; 12 month permanent position (total for two positions: $114,600)

1.0 FTE Data & Information Analyst; $45,000; FT; benefits $20,700; July 1, 2016, 12 month permanent position (total $65,700)

1.0 FTE Faculty, Engineering; $47,000; FT; benefits $21,200; August 1, 2016; 9 month permanent position (total $68,200)

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

   i. Advisors: $3,000 in ongoing operating expense is requested to fund professional development. Due to CWI's distributed campus model and outreach efforts, $1,000 in travel expense is requested to cover ongoing mileage costs. Total: $16,000.
   ii. Director EOP: $3,000 in ongoing operating expense is requested to fund professional development. Due to CWI's distributed campus model and outreach efforts, $1,200 in travel expense is requested to cover ongoing mileage costs. Total: $4,200.
   iii. Coordinators, Hispanic Pathway: $3,000 in ongoing operating expense is requested to fund professional development. Due to CWI's distributed campus model and outreach efforts, $1,200 in travel expense is requested to cover ongoing mileage costs. Total: $8,400.
   iv. Data & Information Analyst: $3,000 in ongoing operating funds is requested for basic office needs (e.g. copying, supplies) and training expenses, as well as $3,000 in ongoing travel expense. Total $6,000

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   These positions will serve current and future CWI students. This request reflects the college's efforts related to improving retention and completion rates, which will have a positive impact on revenue.

   Currently, students seeking an Engineering degree must declare Liberal Arts as a major at CWI which does not provide a clear transfer degree pathway to four-year programs. As a result, CWI has difficulty retaining these students through associate degree completion. Recruitment will provide a new customer base, but CWI will also be able to retain and complete more students by offering a clearly defined pathway for new and current students.

   All positions in this request, including operating expense, are ongoing. No changes will be made to fee structure; no grant awards are currently being sought for these positions.

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

a. Advisors: These positions will serve current and future CWI students and addresses the college's efforts related to retention and completion. If this request is not funded, CWI will continue to create efficiencies in current processes with the staffing the college has available. We feel our current staffing model does not allow us to make a significant positive impact on student support beyond initial intake.
b. Director, EOP and Coordinator, Hispanic Pathway: These positions are designed to provide specialize support for assisting specific populations of students; specific to this request is an emphasis on Hispanic student. Expected impact is an increase in Hispanic student enrollment, higher retention, and a higher rate of completion year-over-year. CWI has recently hired one full-time coordinator to launch Hispanic outreach in FY16, after which CWI hopes to scale this project for higher impact and broader outreach with additional staffing. If this request is not funded, CWI will delay the implementation of an Educational Opportunities Program and maintain the "one size fits all" approach to recruitment utilizing current staff. The current Hispanic Pathway Coordinator will continue to focus on limited school districts, but would not be capable of expansion throughout CWI's service area.
c. Data & Information Analyst: This position would serve the campus community (internal customers) as well as state and federal agencies (e.g. State Board of Education, Division of Professional Technical Education, US Department of Education) through data collection, analysis, and reporting. Given the scope of current and future data requests, not filling this position causes potential delays and/or missed deadlines of time-critical state and federal reporting requirements.
d. Faculty, Engineering: Future students seeking Associate of Science in Engineering are being served by this request. Baccalaureate programs at Idaho four-year institutions are also being served by this request. If the request is not funded, CWI will rely on internal funding for new full-time faculty positions which will impact the timeline of these degree offerings. CWI has not funded new full-time faculty positions in Academic Affairs for the past two years.

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

AGENCY: Health Programs Agency No.: 515 FY 2017 Request
FUNCTION: WWAMI Medical Education Function No.: 02 Page 1_ of _3 Pages
Original Submission _X_ or
ACTIVITY: Strategic Initiative Activity No.: Revision No. ___

A: Decision Unit No: **12.03**	Title: Five Additional Seats				Priority Ranking 3 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.0 FTE	0.50 FTE			1.5 FTE
PERSONNEL COSTS:					
1. Salaries	180,000	90,000			270,000
2. Benefits	48,100	24,000			72,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	228,100	114,000			342,100
OPERATING EXPENDITURES **by summary object:**					
1. Operating Expenses	47,800				47,800
TOTAL OPERATING EXPENDITURES:	47,800				47,800
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	275,900	114,000			389,900

Supports institution/agency and Board strategic plans:

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

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

- *Performance Measure: the number of Idaho WWAMI medical school applicants per year, the number of funded medical student positions per year, and the ratio of Idaho applicants per funded medical student position.*

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

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

GOAL 3. EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education goals for Idaho.

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

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

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

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

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

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

Description:

This new program request is for five (5) additional positions for medical students in the Idaho WWAMI program, beginning in FY17. With the transition of twenty WSU-based WWAMI students to Spokane in FY15, the Idaho WWAMI program has capacity for additional students; additionally, because of curriculum renewal, the University of Washington School of Medicine has increased capacity for the total number of medical students. Therefore, in an effort to increase the opportunity of the sons and daughters of Idaho citizens to attend a prestigious, highly ranked medical school and to potentially increase the number of physicians providing medical services in the state of Idaho in a timely manner, this request is to increase the incoming class of WWAMI students in the fall of 2016 to a total of forty (40).

To accomplish these goals and objectives, the Idaho WWAMI program needs to be authorized and funded to admit five additional students (new entering class total of 40 Idaho WWAMI students, fall 2016). This funding would come from general appropriations

and dedicated funds derived from WWAMI tuition received by the University of Idaho. Specifically, new program costs are provided on page 1 of this request and would include:

1. A request to add one and a half (1.5) FTEs for faculty positions to implement curriculum renewal. This would take the form of one 0.50 FTE appointment (College Head) plus four 0.25 FTE appointments (College Faculty); 1.0 FTE would be funded from state general funds and 0.5 FTE would be derived from dedicated funds.
2. Operating expenses for educating the five additional medical students, including anatomy supplies and equipment, study resources, clinical instruction, and other program costs.

The FTE increase is requested to implement the instruction of additional subject areas of the renewed curriculum. In addition to personnel requirements, an expansion in medical student enrollment would require a modest increase in operating expenses for teaching these additional students.

This request for increased WWAMI medical student positions would be an ongoing request. It requires a commitment to not only increased funding and medical students in year 1 (FY16), but also ongoing commitments in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation. Idaho WWAMI is currently at 35 students per year, or 140 total students in medical school. This request requires the addition of 5 students in the entering classes of FY17, FY18, FY19, and FY20 or 40 students per year, for a total of 160 Idaho WWAMI students enrolled in medical school by FY20 (Fall 2019). This initial request is relatively small. The ongoing commitment to medical education, growing the Idaho WWAMI total medical school enrollment from 140 to 160 students, is necessary for the future of Idaho communities.

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

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AGENCY: Health Education Programs Agency No.: 515 FY 2017 Request
FUNCTION: University of Utah
Medical Education Program Function No.: Page 1_ of _3 Pages
Original Submission _X_ or
ACTIVITY: Strategic Initiative Activity No.: Revision No. ___

A: Decision Unit No: **12.03**	Title: **Year 1 Two Additional Seats**				Priority Ranking 3 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Operating Expenses					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$84,600				$84,600
LUMP SUM:					
GRAND TOTAL	$84,600				$84,600

Supports institution/agency and Board strategic plans:

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

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

Description:

This request is for two (2) additional positions for medical students in the University of Utah School of Medicine (UUSOM) program, beginning in FY17. This request would increase the incoming class of UUSOM students in the fall of 2016 to a total of ten (10).

This request supports the recommendations of the State Board of Education's Medical Education Subcommittee from January, 2009. Specifically, recommendation #3: "Expand the total number of medical seats for Idaho sponsored students to between 60 to 90 per year (an aggregate total of 240 to 360) as soon as practicable through partnerships with WWAMI, WICHE, University of Utah, osteopathic schools and other medical schools."

The last time Idaho UUSOM seats were expanded was in FY2002, with an increase from 6 to 8 seats per year.

Questions:

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

   This is a request for two additional UUSOM seats in the amount of $83,000 in Trustee & Benefits. It would require a commitment to not only increased funding and medical students in year one (FY17), but also ongoing commitments in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation.

   Idaho's cooperative agreement with UUSOM is currently at 8 students per year or 32 total medical school students. FY16 base funding is $1,356,000 (fund source is 100% General Funds). This request would add two students in the entering classes of FY17, FY18, FY19, and FY20 or 10 students per year, for a total of 40 Idaho UUSOM students enrolled in medical school by FY20 (Fall 2019).

   This initial request is relatively small. The ongoing commitment to medical education, growing the Idaho WWAMI total medical school enrollment from 32 to 40 students, is necessary for the future of Idaho communities.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      No FTE are associated with this budget.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      None.

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

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   This request would require ongoing General Funds.

   Each year the contract price for all UUSOM seats increases by an amount which is equal to the increase in the Higher Education Cost Adjustment (HECA) index published for the most recently available preceding academic year.

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

   All Idahoans would benefit from increasing the state's physician workforce. Consider the following statistics

   Per 100k population, Idaho currently ranks:
   • 47th in nation for active primary care physicians
   • 49th in nation for total active physicians
   Source: *AAMC 2013 State Physician Workforce Data Book*

   Idaho has an aging physician workforce
   • 24.6% of Idaho physicians are over age 60

   96% of Idaho is a federally designated Health Professional Shortage Area for primary care.

   In addition, the return on investment in terms of the economic impact of physicians in Idaho is significant:

Table 1: Total Output, Jobs, Wages & Benefits, and State and Local Taxes Supported by Physicians in Idaho, 2012

Economic Measure	Total	Per Physician
Number of Physicians	2,708	-
Output	$3.6 billion	$1,317,291
Jobs	27,095	10.01
Wages & Benefits	$2,086.6 million	$770,524
State and Local Taxes	$132.7 million	$48,997

Source: The Economic Impact of Physicians in Idaho, State Report March 2014 http://www.idmed.org/IDAHO/images/idahodocuments/Home%20Page/IDEconImpactStudy.pdf

Another way to look at ROI is to consider how many UUSOM graduates are practicing in Idaho. As of November 2014, the UUSOM Alumni Office reported the following estimated numbers for graduates practicing medicine in Idaho:

Estimated Idaho Sponsored Students (1953-2014)	267
Medical School Graduates practicing in Idaho	207
Resident Graduates practicing in Idaho	54
Total	261

The national average for active physicians who graduated from an in-state public medical school and are practicing in-state is 46.8%.* Given that Idaho has sponsored a total of approximately 267 students at UUSOM since the inception of the contract in 1953, the fact that there are 261 UUSOM graduates currently practicing in Idaho shows that Idaho is clearly a net importer of UUSOM trained physicians.

* Source: *AAMC 2013 State Physician Workforce Data Book*

If this request is not funded, Idaho will increasingly rely upon the WWAMI program to meet the need for more physicians.

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

AGENCY: Health Programs Agency No.: 501 FY 2017 Request
FUNCTION: Kootenai Health FMR Function No.: Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **Residency Build-out**				Priority Ranking 1 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$180,000				$180,000
LUMP SUM:					
GRAND TOTAL	$180,000				$180,000

Supports institution/agency and Board strategic plans:

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

Expanding graduate medical education (GME/residency) training in Idaho has been identified as an educational and funding priority in the State of Idaho: the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08, 8/1/13), the Legislative Medical Education Interim Committee (11/12/08, 8/1/13), and the State Board of Education (1/26/09). The State Board of Education rank ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations was to "expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice."

Description:
Kootenai Health Family Medicine Coeur d'Alene Residency (KFMR) will be in the continued startup phase of our Family Medicine Residency program, in the 3rdyear operations for FY 2017. The program started-up in July 2014, with 6 R1 first year residents, followed by another 6 R1 first years residents in July 2015. Next year a final six residents will be added to attain the full complement of 6 R1's, 6 R2's and 6 R3's totaling 18 residents, each to complete the full three years residency training program.

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

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   The need stated is based upon the additional costs which we will encounter related to training our residents in urban and in rural settings, preparing them to be fully functioning family physicians.

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

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

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

      N/A

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

      N/A

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

      N/A

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

Projected expenses and revenues for FY 2017

- *Kootenai Health ongoing annual investment:* *TBD by August Board meeting*
- *Federal Revenues:* *TBD by August Board meeting*
- *Family Medicine Center clinical revenues:* *TBD by August Board meeting*
- *State Appropriation (FY16):* *$380,000 (ongoing)*
- *State Appropriations Request (FY17):* *$180,000 (ongoing)*

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

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

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

   N/A

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

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AGENCY: Special Programs Agency No.: 516 FY 2017 Request
FUNCTION: Forest Utilization Research (FUR) Function No.: 01 Page 1 of 3 Pages
Original Submission X
ACTIVITY: Strategic Initiatives Activity No.: or Revision No. ___

A: Decision Unit No: **12.01**	Title: **FUR- Research Scientist**				Priority Ranking 1 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	56,400				56,400
2. Benefits($11,200 + 20.2% base)	22,600				22,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	79,000				79,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	3,000				3,000
2. Operating	2,000				2,000
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	3,000				3,000
TOTAL CAPITAL OUTLAY:	3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	87,000				87,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective A. One objective of FUR is to provide unbiased data and analysis to natural resource industries statewide through the Policy Analysis Group. The College of Natural Resources has provided analysis for more than 20 years and has proven the worthiness of this resource. But there has been no capacity for economic study nor primary data collection. This was partially rectified in FY16 with creation of and funding for an economist. To further improve PAG's effectiveness, human capital is needed to support the economist with primary data collection and analysis, allowing for PAG to provide the best service possible. By funding a Research Scientist who is tasked with data collection and analysis, disciplinary and interdisciplinary scholarship will be improved—faculty and students will have more resources and more research can be done by leveraging FUR dollars to access non-FUR dollars. Stakeholder engagement will

increase both through research opportunities and tech transfer. Data from research, whether institutional or collaborative, will aid natural resource agencies and industries statewide as management decision are made.

Performance Measure: This will be measurable over time as more current and relevant data collection and analysis improves best management practices and increases natural resource's economic impact on the state. It is also measurable by an increase in non-FUR dollars acquired through leveraging FUR dollars.

Goal 1, Objective B: As a land-grant university, our mission includes providing relevant scholarly activity to the people of the state. In the College, that scholarly activity includes relevant analysis of data as it relates to natural resources. The College does not currently have the capacity to track economic activity and collect economic data in a comprehensive way. With the funding of an economist in FY16, the Policy Analysis Group has the ability to provide better economic information to researchers, stakeholders, legislators and the citizens of the state. Building capacity to provide the economist and other PAG staff with current and meaningful data will improve timeliness and relevancy of this information.

Performance Measure: This is measurable by the number of projects and total research dollars of the College in the period following this request. It is also measured by the number of data collection and analysis requests answered by PAG.

Goal 2, Objective A: PAG provides policy reports to a variety of entities, including the university, private industry and state government. By having a base of relevant economic data, PAG will be a greater resource for scholarly activity across the campus, industry and its related organizations such as the Idaho Forest Products Commission and the Idaho Range Commission, and state government. Stakeholders would benefit from ready access to data and analysis specific to items of high economic interest, including forest management, rangeland, Sage-grouse, wildfires and biofuels. The College can increase its already extensive involvement in all of these natural resource areas by having a Research Scientist in place.

Performance Measure: Stakeholder engagement, requests for data and analysis, volume of workshops and other structured outreach efforts will be the measure.

Goal 3, Objective A: By growing the research capacity and outreach potential of PAG, more opportunities will emerge to leverage FUR dollars for research. Student engagement, opportunities for undergraduate and graduate research and engagement with stakeholders will increase. Research on topics related to wildfire, forest management, rangeland, Sage-grouse, biofuels, oil and natural gas, and other natural resources will impact the economic stability and potential growth of Idaho.

Performance Measure: This is measured by the number of students involved in FUR-based or FUR-leveraged research and the subsequent industry and stakeholder engagement that comes from research partners.

Description:

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

Idaho's natural resources provide a wide variety of goods and services including timber, livestock forage, wildlife habitat, water resources, recreation opportunities, open space, as well as ecosystem services such as water purification and carbon sequestration. Forests and rangelands are vital to Idaho's economy, and the ability to serve current and future generations will be influenced by our understanding of and accounting for the contribution of forests and rangelands to our economy. FUR provides research, policy study and teaching beyond the scope of the college's traditional budget. PAG is one element of FUR, and is a state-mandated obligation of the College of Natural Resources. For more than 20 years PAG has provided policy reports to others at the university, stakeholders, industry, agencies and government. While policy papers have proven beneficial, there is no capacity to fully develop this service to include economic tracking and analysis. FY16 brought partial remedy of this shortcoming with funding for an economist. This service can be further enhanced with capacity to collect primary data and analyze natural resource economic value across the state. To date, the PAG's economic analyses have relied on secondary data sources that are typically older than desired. This research scientist position will provide the human capital necessary to systematically track the economic impact of natural resources to Idaho's economy in real time. It is vital to agencies and industries to have reliable estimates of the economic impact of wildfire, timber harvesting, grazing and water yield so they can plan their management and investment activities.

Questions:

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

   The College of Natural Resources is requesting $87,000 in the Forest Utilization Research (FUR) budget to provide salary support, plus travel, operations, and capital equipment, for a new research scientist to enhance research capacity and document the importance of natural resources-based enterprises in Idaho's economy. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen traditional Idaho industries and rural communities that rely on the jobs from timber harvesting, grazing domestic livestock, and natural resource-based recreation industries. There is currently no capacity for this position.

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

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

      The College of Natural Resources is requesting funds sufficient to salary and benefits support for a new research scientist.

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

There will not be redirection.

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

The request includes $3,000 for travel, $2,000 for operating expenses, and $3,000 for capital equipment used to process data.

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

Not applicable.

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

The new Research Scientist will directly serve professional managers and state and private owners of Idaho forest and rangelands. Rural communities and outdoor recreation stakeholders in Idaho will benefit from understanding how economic enterprises generate income (payroll) and taxes and how economic activity will benefit rural communities, both directly (payroll and taxes) and indirectly (support roads, schools, and medical care). The position will also strengthen leverage for non-FUR dollars, benefitting faculty and students.

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

This is our highest priority and is developed from a half-time analyst request not approved last year. It is complementary to FY16's highest priority, an economist, which was approved.

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

AGENCY: Special Programs Agency No.: 516 FY 2017 Request
FUNCTION: Forest Utilization Research (FUR) Function No.: 01 Page 1 of 3 Pages
Original Submission X
ACTIVITY: Strategic Initiatives Activity No.: or Revision No. ___

A: Decision Unit No: **12.02**	Title: **FUR- Sage-grouse habitat research and outreach initiative**			Priority Ranking 2 of 3	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	34,300				34,300
2. Benefits	18,200				18,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	52,500				52,500
OPERATING EXPENDITURES **by summary object:**					
1. Operating	30,000				30,000
TOTAL OPERATING EXPENDITURES:	30,000				30,000
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	82,500				82,500

Supports institution/agency and Board strategic plans:

Goal 1, Objective A. Scholarly activity and constituent engagement are both necessary as the state continues to deal with sage-grouse habitat issues, especially those related directly to grazing. This funding would provide first for faculty and student involvement in field research of grazing impacts on sage-grouse habitat. Secondly, those faculty and students would engage with stakeholders through workshops and education and community engagement to help landowners and rural communities understand options related to conserving sage-grouse habitat.

Performance Measure: This is measurable by an increase in non-FUR dollars acquired through leveraging FUR dollars. This is also measureable by number of workshops and

community, industry and agency people directly impacted by education and outreach efforts.

Goal 1, Objective B: Engaging communities and statewide stakeholders in range and grazing issues is already an educational component of the Rangeland Center, funded by FUR. This further extension of that effort would engage undergraduate rangeland students in addressing stakeholder needs, giving real-world experience to our academic programming.

Performance Measure: This is measureable by the number of students engaged specifically in sage-grouse research, internships, education and outreach initiatives.

Goal 2, Objective A: Engagement with state agencies and private landowners is imperative to properly address and manage sage-grouse habitat related to rangeland management and grazing. Partnerships have already been established through the Rangeland Center, but enhancement of these, outreach to new stakeholders and specific partnerships relating specifically to the topic will provide the best results for management of our natural resources while considering economic impact.

Performance Measure: Stakeholder engagement, number of workshops and other structured outreach efforts will be the measure.

Goal 3, Objective A: The Rangeland Center is poised for education and outreach to landowners across the state. Its placement with the College of Natural Resources provides a natural link for integrated activities between the Center, landowners and students. This funding would enhance those relationships and provide for students to be involved directly with industry.

Performance Measure: This is measured by the number of students involved in FUR-based or FUR-leveraged research and the subsequent industry and stakeholder engagement that comes from research partners.

Description:

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

Sage-grouse could be the biggest influencer of rangeland and grazing management in the next decade. Understanding the relationships between grazing and sage-grouse habitat is vital as management decisions are made. This funding would provide dollars for research, outreach and education that will be leveraged to acquire non-FUR research dollars to study this important economic and environmental issue. This funding would also provide for a person, a communications and outreach assistant, to work directly on community and stakeholder communication, develop relevant written and web materials, video, organize workshops and educational opportunities as they directly relate to sage-grouse and grazing.

Questions:

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

   The College of Natural Resources is requesting $82,500 in the Forest Utilization Research (FUR) budget to provide salary support, benefits and operating expenses (including base research dollars) for research, outreach and communication of Sage-grouse habitat issues, especially those related directly to rangeland grazing and having a direct impact on the economic stability of Idaho's natural resource and agricultural industries.

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

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

      The College of Natural Resources is requesting funds sufficient to salary and benefits support a full time communications assistant, pay grade 5.

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

      This position will be under the management of the college's Marketing and Communications Manager, thus providing management assets as well as technical assistance in developing materials and messaging.

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

      This request asks for $30,000 as base research funding, to be leveraged, as well as basic funding for development of outreach assets, including handouts, educational materials and videos.

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

   Not applicable.

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

   This request is directly impact the rangeland owners of the state. Faculty and students are also primary beneficiaries. Secondarily, all Idaho citizens will be affected by economic factors influenced by Sage-grouse habitat management decisions. If not funded, the College of Natural Resources will not have the capacity to engage stakeholders and conduct research at the level necessary to properly mitigate community and landowner concern and decision making with relevant research.

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

This is our second priority, positioned under an unfunded request from FY16. This is a new position to address current economic and natural resource management issues in the state.

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

AGENCY: Special Programs Agency No.: 516 FY 2017 Request
FUNCTION: Forest Utilization Research (FUR) Function No.: 01 Page 1 of 3 Pages
Original Submission X
ACTIVITY: Strategic Initiatives Activity No.: or Revision No. ___

A: Decision Unit No: **12.03** Title: **FUR-Capital Equipment Request** Priority Ranking 3 of 3

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
2. Operating					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
1. CAT 305.5 compact excavator	$88,500				$88,500
TOTAL CAPITAL OUTLAY:	$88,500				$88,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$88,500				$88,500

Supports institution/agency and Board strategic plans:

Goals of FUR include teaching and learning. The University of Idaho Experimental Forest is a classroom and workplace for the students in the College of Natural Resources. Here they get hands-on field experience learning and working in forestry as part of their undergraduate education. Providing industry-quality machinery is necessary to properly prepare students for employment. The request for a CAT 305.5 compact excavator with a brushing and stumping / reforestation head attachments provides three important functions for student forestry work:

1. **Reforestation** Clearing brush to successfully regenerate stands and difficult sites in the Forest Regeneration and Silviculture classes, and for research to improve reforestation.

2. **Fire:** Piling slash and digging fireline for the FOR 427 Prescribed Burning Lab class, wildland fire research, and fire suppression on the UI-CNR Experimental Forest.

3. **Best Management Practices:** Improving roads, replacing culverts, and developing new Best Management Practices to protect water quality in forestry activities on the UI-CNR Experimental Forest.

Description:

The University of Idaho Experimental Forest has one tractor with a backhoe mounted, but it is no longer safe nor usable. The excavator used on the University of Idaho Experimental Forest is subcontracted, as are many other activities that require heavy machinery. To best serve our students and researchers and to manage the forest, it is most effective to build our own inventory of heavy machinery. Teaching current management techniques and logging systems require modern machinery on site. This hands-on education will help train professionals who will contribute to Idaho's forest products economy.

Questions:

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

   The College of Natural Resources is requesting a one-time capital outlay of $88,500 for equipment to aid in relevant and employable training, scholarly activity and on-site sustainability practices.

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

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

      None

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

      N/A

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

      The request is for capital equipment in the form of an excavator.

3. **Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General**

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

N/A

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

   Students and faculty of CNR directly benefit from this funding through the use of industry-standard equipment for the best training in proper reforestation techniques, site prep and road building and water quality management. Scholarly activity will be enhanced through use of industry-standard equipment. That activity, in turn, benefits the natural resource industry statewide through scientific discovery and tech transfer and applied forest management skills.

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

   This is priority three of three.

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

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AGENCY: Special Programs	Agency No.:	516	FY 2017 Request
FUNCTION: Idaho Geological Survey	Function No.:	02	Page ___ of __ Pages
			Original Submission _X_ or
ACTIVITY: Strategic Initiatives	Activity No.:	01	Revision No. ___

A: Decision Unit No: **12.01**	Title:	Geologic Hazard Geologist Position - Landslide inventory and risk assessment and earthquake research program			Priority Ranking 1 of 2
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	$65,000				$65,000
2. Benefits	24,700				24,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$89,700				$89,700
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$5,000				$5,000
2. Software upgrades and maintenance	$2,000				$2,000
TOTAL OPERATING EXPENDITURES:	$7,000				$7,000
CAPITAL OUTLAY **by summary object:**					
1. PC and software	$1,500				$1,500
2. Photogrammetry workstation and NAIP photos	$30,000				$30,000
TOTAL CAPITAL OUTLAY:	$31,500				$31,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$128,200				$128,200

Supports institution/agency and Board strategic plans:

This *GeoHazard Research Program* supports **Goal 1** of the IGS Strategic Plan:

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

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

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

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

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

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

Description:

The Idaho Geological Survey (IGS) is requesting a total of $128,175 ($96,675 in recurring funds and 31,500 in one time funds) to recruit, hire, and provide key equipment for a Geologic Hazards Geologist. Landslides and earthquakes are a serious geologic hazard common to many states in the United States causing loss of life and significant damage to property each year. Landslides alone cause $3.5 billion in property damage and kill 25 to 50 people each year in the United States, according to Geology.com. The Geologic Hazard Geologist will update, maintain, and provide to the public an inventory of geologic hazards in Idaho allowing business, governmental officials, and the public to more effectively understand and manage the risk associated with earthquakes and landslides. Details of this request are provided below.

The Idaho Geological Survey is the lead state agency charged with collecting, interpreting and disseminating geologic information and mineral resource data for Idaho. The Survey accomplishes its mission through research, service, and outreach activities, with an emphasis on the practical application of geology to benefit Idaho and economic development within the state.

The state of Idaho needs a sustained geohazards program to properly assess and monitor landslides and earthquake hazards in the state and make this information widely known. The 2014 Oso landslide in western Washington resulted in the loss of 43 people, the destruction of 49 homes and dammed a local river that resulted in widespread flooding and highway closures. Idaho shares similar geology and topography as western Washington and thousands of landslides are known to exist in Idaho. Idaho's existing landslide inventory has not been re-assessed or systematically evaluated in the last 24 years. New and recently discovered landslides should be properly inventoried and assigned a risk assessment value which could help reduce the loss of human life and help preserve the state's infrastructure.

We propose a one-time capital outlay of $31,500 to acquire a workstation with complete statewide coverage of air photos from the National Agriculture Imagery Program. This

approach permits a fairly rapid methodology to remotely identify landslides throughout the state and to provide recommendations for more detailed ground-based mapping projects that will lead to a comprehensive risk assessment of these hazards.

Landslides can be triggered by earthquakes resulting in a potential complex emergency management scenario due to the overlapping effects of both geologic hazards in the same general vicinity. For example, landslides triggered by an earthquake can move very quickly downslope and cause havoc to residents and infrastructure at the toe of the slope; whereas, an earthquake during the same event could potentially rupture natural gas transmission lines that result in multiple fires, topple electrical transmission towers, and cause significant structural damage to homes and buildings.

Idaho has several active fault systems which require ongoing seismic monitoring, continued maintenance and upgrade of seismic stations and routine analysis and earthquake risk assessments. Idaho lags behind other western states in performing detailed seismic analysis and earthquake risk assessments and lacks a state-funded seismic monitoring program. As a result, seismic monitoring in Idaho is not conducted with the same level of precision and accuracy as in surrounding states. Seismic monitoring and concurrent analysis has the potential to detect small earthquakes that may hold important clues about the nature and timing of potential larger events.

Geologic evidence shows that movement on faults in Idaho can potentially generate earthquakes with magnitudes as great as 7.5 with potentially catastrophic effects. The Challis area experienced a 4.9 Richter scale earthquake in January 2015 resulting in damage to home foundations and local rock falls were reported that blocked county roads and highways. This same fault structure trends southward toward Mackay and was responsible for the 1983 Borah Peak earthquake that registered 6.9 Richter scale and resulted in the deaths of two children in Challis due to falling masonry from buildings. Other regions in Idaho are also seismically actively and warrant sustained monitoring, geologic risk assessment and public outreach to educate the citizens about these potential hazards.

The IGS presently lacks sufficient staff to conduct a sustained, state-wide geohazards program that focuses on landslides and earthquake hazards without jeopardizing existing geologic mapping efforts. The IGS is already obligated to conduct geologic mapping for the US Geological Survey in four regions of the state and also has mapping contracts with the Idaho Transportation Department and industry partners to help identify important economic resources of natural gas, liquid condensates and mineral resources.

Questions:

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

   This request seeks funding for one permanent (new FTE) geologist position dedicated to landslide inventory and risk assessment, seismic monitoring and earthquake research. IGS appropriations were drastically reduced in FY10 and staffing levels for

essential programs have been cut to below adequate levels for providing necessary services to the public and state government. The agency presently has only one geologist with expertise in geohazards related research such as landslides and earthquakes. This state-supported geologist is heavily involved in externally funded geologic mapping efforts in southeast and southwest Idaho, all of which are critical to fulfilling the IGS mandate. While we recognize sustained geohazard monitoring and risk assessments are both a public safety issue and a necessity to assist with the protection of the State's infrastructure, it is impossible to do so without additional staff.

2. What resources are necessary to implement this request?

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

      Full-time state funding for a Senior Geologist (Geohazards) position at a salary of $65,000. With anticipated approval of this request, we anticipate hiring a permanent, full-time, benefit-eligible Geohazards Geologist by August 2016.

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

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

      GIS Analyst and Data Manager, a current IGS employee whose salary is partially covered by state funds, will reduce his GIS management effort to devote 5 weeks/year to landslide and seismic monitoring, analysis and web delivery of pertinent information.

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

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

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

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

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

   Idaho's infrastructure, particularly roads, railroads, and water canals, are susceptible to expensive landslide damage. Both landslides and earthquakes also have the potential for catastrophic losses that could result in the deaths of Idaho's

citizens, potential isolation of communities whereby ingress and egress is restricted, damaged homes, and disruption of vital economic activities. Landslide risk in Idaho is increasing because of greater incidence of wildfires and relocation of human population centers and infrastructure to landslide-prone landscapes. Earthquake hazards are impossible to predict, but high precision monitoring and analysis of micro-seismic events can assist with the identification of active fault systems in the state. Precise locations of micro-seismic events that occur along the length of a fault plane are commonly used as an important measure of the potential magnitude of maximum failure on a given fault. Public awareness of micro-seismic activity and education about earthquake preparedness is an important responsibility the State has to its citizens.

Reduction of risks from both landslides and earthquake hazards begins with a comprehensive inventory of landslides and active fault systems in the state. The last statewide inventory of landslides was completed by the IGS in 1991 and it is out-of-date and lacks sufficient detail to assist with the protection of human life and infrastructure. The existing seismic network in Idaho is sparse and largely captures information associated with large events. Existing seismic monitoring of Idaho fault systems is largely done by a collaboration of neighboring states, the Idaho National Laboratory (INL) and the U.S. Geological Survey. More seismic monitoring stations are needed in strategic areas of Idaho to accurately record micro-seismic events that are too small to be felt by humans. These events are often an important indicator to document active fault systems at depth and these features could potentially pose a serious threat to the citizens of the state.

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

Impacts if funding not provided

The deadly Oso, Washington landslide disaster of March 22, 2014 underscored the need for accurate, up-to-date landslide inventories that are easily accessed and understood by the public and local jurisdictions. Sustained action over a period of years that reduces or eliminates the risk of landslide losses is needed and cost effective. As noted by the Idaho Bureau of Homeland Security “For every $1 spent [on mitigation], $4 in losses is prevented…..”

The existing seismic network in Idaho is sparsely distributed throughout the state and does not provide adequate statewide coverage to monitor micro-seismicity on all active fault systems. Idaho is one of few western states that do not employ a full-time dedicated person in state government devoted to the research, monitoring, analysis, risk assessment and data delivery of information from the State’s seismic network. The state currently relies on dissemination of seismic hazard information and earthquakes from the US Geological Survey, the Idaho

National Laboratory and a consortium of surrounding state agencies. Idaho citizens and the State's infrastructure are vulnerable by not having adequate coverage of seismic monitoring stations and a thorough and ongoing analysis of earthquake hazards.

Routine dissemination and interpretation of seismic information and public outreach and education about earthquake prone areas in the state could be improved immensely with a full-time geoscientist. This approach will permit our state's representatives to access good scientific data and recommendations so that sound public policy and safe guards can be implemented.

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

   This request was submitted and not funded for FY 2016 and remains the highest priority request for IGS.

AGENCY: Special Programs Agency No.: 516 FY 2017 Request
FUNCTION: Idaho Geological Survey Function No.: 02 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Strategic Initiatives Activity No.: 01 Revision No. ___

A: Decision Unit No: **12.02**	Title: **GIS Analyst Position**				Priority Ranking 2 of 2
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	$60,000				$60,000
2. Benefits	23,500				$23,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$83,500				$83,500
OPERATING EXPENDITURES **by summary object:**					
1. Software Training & Refresher Courses (two ESRI classes)	$2,000				$2,000
2. Travel Costs for Training	2,000				$2,000
TOTAL OPERATING EXPENDITURES:	$4,000				$4,000
CAPITAL OUTLAY **by summary object:**					
1. PC and software	$2,900				$2,900
TOTAL CAPITAL OUTLAY:	$2,900				$2,900
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$90,400				$90,400

Supports institution/agency and Board strategic plans:

This GIS Analyst Position supports **Goal 1** of the IGS Strategic Plan:

OUTREACH AND ENGAGEMENT (SERVICE)
1) Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and financial sectors, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital products and compliance with new revision of state documents requirements (Idaho Code 33-2505). Maintain concentrated effort to collect and preserve valuable geologic data at risk.

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

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

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

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

Description:

The Idaho Geological Survey (IGS) is requesting a total of $90,360 ($87,500 in recurring funds and $2,860 in one time funds) to recruit, hire, and provide key equipment for a Geographic Information System (GIS) Analyst. Over the past 5 years the IGS has experienced 76% increase in the number of downloaded products from the survey's web site. In addition the number of visitors to the website has increased by 111%. An additional GIS Analyst is need to ensure that IGS continues to provide timely and high quality digital geologic map data and products, geologic and technical reports, publications and geodatabases to local, state, and federal governmental entities, industry, and the public. Details of this request are provided below.

The Idaho Geological Survey is the lead state agency for the collection, interpretation, and dissemination of geologic information and mineral resource data for Idaho. The Survey accomplishes its mission through geological research, mapping and resource identification, and outreach service activities, with an emphasis on the practical application of geology to benefit Idaho and economic development within the state. Information and services that IGS provides assists with providing a strong foundation for economic development of geologic commodities such as natural gas, condensates, metallic and industrial minerals and aggregates for road construction.

The IGS is requesting a GIS Analyst position due to an increasing demand by state and federal agencies, county agencies and local municipalities, industry, the Idaho legislature and the general public for digital geologic map data and products, geologic and technical reports, publications and geodatabases. Table 1 illustrates the sharp increase in both the number of visitors and download of digital products over the last five years from the IGS website. This demand for digital products and agency services through web delivery is projected to increase over time.

Table 1 Idaho Geological Survey Website

Fiscal Year	IGS downloads from agency website	IGS visitors to agency website
2010	75,217	205,519

2014	132,454	434,076

Currently, the IGS employs one GIS Manager that provides digital mapping assistance for staff geologists in at all three IGS offices in Moscow, Boise and Pocatello. This manager is also responsible for completion and delivery of all finished geologic map products for grant deliverables, agency publications, database design and implementation, creation of web applications for data delivery through the agency website, securing and backup of all agency files and assistance to staff with computer hardware setup and software problems. In addition to providing data and information through the agency website, the IGS is also obligated to fulfilling GIS deliverables and map products to the U.S. Geological Survey, the Idaho Transportation Department and the Idaho Bureau of Homeland Security on a routine basis.

Questions:

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

   This request seeks funding for one permanent (new FTE) GIS Analyst position to provide high quality geologic information for state and federal agencies, county agencies and local municipalities, industry, policy makers in the Idaho legislature and the public. IGS appropriations were drastically reduced in FY10 and staffing levels for essential programs have been cut to below adequate levels for providing necessary services to the public and state government. The IGS has only one GIS Analyst that serves three agency offices across Idaho. Due to increasing demands for digital geologic map products and delivery of geologic information through web applications these critical services are in jeopardy due to inadequate staffing levels at the IGS. While we recognize dissemination of geologic information is a critical part of the agencies mission for the orderly development and stewardship of the state's resources, it is impossible to provide increasing amounts of geologic data and information over time without additional staff.

2. What resources are necessary to implement this request?

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

      Full-time state funding for a GIS analyst position at a salary of $60,000. With anticipated approval of this request, we anticipate hiring a permanent, full-time, benefit-eligible GIS Analyst by August 2016.

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

      The GIS Manager, a current IGS employee whose salary is covered by state funds, will provide "in house" training and supervision for the new GIS Analyst to ensure that increasing public demands for geologic information is made available through the IGS website. The GIS Manager will also provide "in house" training for the GIS Analyst to ensure that grant deliverable geologic map products and reports are

provided to state and federal agencies and industry partners for review and analysis in a timely manner.

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

- PC and software for the new GIS Analyst
- Travel expenses in support of annual GIS training for ESRI software updates

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

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

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

   The general public, state and federal agencies, county agencies and local municipalities, industry and policy makers in the Idaho legislature are all served by this request. Sound and unbiased geologic information about the state's geologic resources provides the foundation for economic development and growth in the state. From a public safety perspective, the IGS also provides limited information and analysis on geohazards such as landslides and earthquakes in Idaho. In order to provide increasing amounts of geohazard data and risk assessment information for Idaho's citizens an additional GIS staff person will be required to assist with the dissemination of information from staff geologists.

   Beneficiaries of high quality geologic data and GIS products include county and municipal governments, state agencies (Idaho Bureau of Homeland Security, Idaho Transportation Department, The Idaho Department of Lands), federal agencies (US Geological Survey and Department of Energy) and the public at large.

Impacts if funding not provided

If funding is not provided and demand for geologic data and services continues to increase over time as projected, then a "short-fall" of geologic information to the public is inevitable. High quality and unbiased scientific information from the IGS is routinely provided to Idaho legislators to assist with policy decisions and to provide direction for economic development and protection of the state's resources. Yet in other circumstances, Idaho citizens may need timely and accurate geologic information to assist with placement of a water well, mineral rights and commodity questions or information about earthquakes and landslide hazards which could threaten life and property. These are but a few examples of public demand for geologic information that

our agency should be delivering on a continual basis. We know how to analyze and deliver the data, but we do need adequate staffing to get the job done.

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

   This is a new request and is the second priority of IGS.

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AGENCY: Special Programs Agency No.: 516 FY 2017 Request
FUNCTION: Scholarships and Grants Function No.: 03 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **Opportunity Scholarship**				Priority Ranking 1 of 1
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	$5,000,000				$5,000,000
LUMP SUM:					
GRAND TOTAL	$5,000,000				$5,000,000

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY
The educational system will provide opportunities for individual advancement.
Objective A: Access - Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.
Performance Measures:

- Annual number of state funded scholarships awarded and total dollar amount.
  - **Benchmark:** 20,000, $16M
- Amount of need-based aid per student.
  Benchmark: undergraduate FTE WICHE Average

Description:

The Opportunity Scholarship is Idaho's signature hybrid scholarship which factors awards based on merit and need. It is designed on a shared responsibility model with state dollars being the "last dollars". This means that a student must apply for federal aid, have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY07 and FY08, the initial years of this program, $20 million dollars was put into an endowment fund and $1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009 academic years. As a result of the economic downturn during fiscal years 2010 - 2012, funds were not available to augment the endowment nor fund the ongoing scholarships. However, the Board was permitted to use the earnings from the endowment and $1,000,000 from the corpus in those years. This allowed us to fund qualifying renewals, but new awards were limited. In FY13, the discontinuance of the federal LEAP and SLEAP scholarships freed up the state match of $550,800 in state General Fund dollars which was reallocated to the Opportunity Scholarship. This amount combined with $449,200 from the corpus provided a total of $1,000,000 available for scholarships.

In FY14, Senate Bill 1027 consolidated several existing scholarships into a reconstituted Opportunity Scholarship resulting in $1,045,800 set aside for scholarships out of the General Fund with no planned reductions to the corpus. For FY15, there was a consolidation of most scholarship funding into the Opportunity Scholarship program resulting in a total of $5,044,800. As of June 1, 2015, there were 4,069 eligible applicants for FY16 awards. If each of those students were to receive the maximum award of amount of $3,000 it would cost $12.2M. There is is only enough funding for approximately 1,680 students (assuming each student received the maximum $3,000 award). As a reference point, in FY15 the average award amount was $2,740.

This request is for $5,000,000 from the state General Fund will leave the amount at $3,000 per student for FY 2017. This would provide funding for $3,000 awards 1,825 new scholarships and enough funding for an expected rate of 55% renewals for returning students.

Questions:

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

   $5,000,000 is requested to bring the total General Fund Opportunity Scholarship to $10,044,800 in order to award over 1,600 new scholarships.

2. What resources are necessary to implement this request?

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

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

   $5,000,000 in ongoing General Funds

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

   The State Board of Education has set an ambitious goal that 60% of Idahoans ages 25-34 will have a college degree or certificate by the year 2020. It is estimated that postsecondary education attainment for this adult population is approximately 41% in Idaho. One of the key drivers for meeting this goal is access. The Opportunity Scholarship is Idaho's primary scholarship for helping students afford a postsecondary education.

   The value of a four-year degree is at an all-time high. The wage premium for employees with a college degree has grown significantly over the last thirty years and is higher than at any time in the past 70 years. Thus, if this request is not funded, not only could it impact the earning power of thousands of Idahoans, it will also ultimately impact the state's tax base.

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

   N/A

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

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AGENCY: Office of the State Board of Education Agency No.: 501 FY 2017 Request
FUNCTION: OSBE Administration Function No.: 02 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Board approved category Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **Human Resource Specialist**				Priority Ranking 1 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	51,300				51,300
2. Benefits	16,900				16,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	68,200				68,200
OPERATING EXPENDITURES **by summary object:**					
1. Training & Travel	3,000				3,000
TOTAL OPERATING EXPENDITURES:	3,000				3,000
CAPITAL OUTLAY **by summary object:**					
1. Computer & Monitor	1,000				1,000
TOTAL CAPITAL OUTLAY:	1,000				1,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	72,200				72,200

Description:

The Office of the State Board of Education (OSBE) is comprised of 25.75 FTEs (only three of which are classified positions). A HR Specialist position would meet a critical unmet need of having a trained professional serve as the primary administrative support for human resource functions. Duties would include:

- Manage recruitment, hiring and orientation of new staff
- Manage employee benefits administration
- Manage annual employee performance evaluations
- Coordinate and conduct and HR training
- Advise management on HR issues and problems
- Manage the Board's defined contribution retirement plans

OSBE would like to job share this position with the Division of Professional-Technical Education (PTE), which also lacks a trained position dedicated to handling HR matters.

Questions:

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

   The Office of the State Board of Education (OSBE) is requesting 1.0 FTE in the form of a Human Resource Specialist position. Currently, OSBE's chief financial officer also manages human resources on the side for the office. This is a very time-consuming activity which diverts attention away from other pressing management responsibilities. In order to spread the workload, fiscal staff and the executive director's executive assistant also assist with recruitment activities on an ad hoc basis. This is an inefficient use of time for these staff and takes them away from their primary job responsibilities.

   As referenced above, this position would be housed in OSBE but shared with PTE because PTE has no HR staff either. Currently, PTE provides IT help desk support for OSBE at no cost, because OSBE has no dedicated IT support staff. This request would reciprocate this cost-sharing arrangement by providing HR support at no cost to PTE. OSBE and PTE believe this is a fiscally prudent and appropriate approach to meet a pressing need for HR expertise and support in both agencies.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
   Human Resource Specialist (1 FTE), Pay Grade K, full-time, non-classified, benefit eligible, hire date: July 1, 2016

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

      Existing human resources are currently being redirected on an ad hoc basis to address this unmet need. Currently OSBE's chief financial officer also has a HR officer responsibility. Likewise, PTE has divvied up the HR responsibilities among several of its staff. If this position were approved and funded, existing operations and staff morale would be greatly impacted because it would allow current agency staff to spend 100% of their time on their primary duties and responsibilities.

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

      $3,000 for training and travel; $1,000 for a computer & monitor

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   $71,200 ongoing

   $1,000 one-time

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

   The agencies of OSBE and PTE (with a combined FTE of almost 60) would be served by this request. In addition, all public postsecondary institutions would benefit because the Board sponsors and administers three separate defined contribution plans for institution employees. The OSBE CFO is the designated plan administrator for these retirement plans, but this activity needs and deserves someone who can dedicate more time and expertise to plan management.

   If the position is not funded, both agencies will continue to rely internally on their own staff to pick up HR responsibilities on an as needed basis. This is an inefficient use of resources, creates moral problems due to limited new employee orientation and employee development, and carries some risk of exposure to the state when untrained staff are handling sensitive personnel matters.

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

   Not Applicable

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

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AGENCY: Office of the State Board of Education Agency No.: 501 FY 2017 Request
FUNCTION: Function No.: 02 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Board approved category Activity No.: Revision No. ___

A: Decision Unit No: 12.02	Title: **Teacher Effectiveness Pgm Mgr**				Priority Ranking 2 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	$60,000				$60,000
2. Benefits	19,800				19,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$79,800				$79,800
OPERATING EXPENDITURES **by summary object:**					
1. Office Equipment (PC/Phone)	$2,000				$2,000
2. Misc Office Supplies/Use	1,000				1,000
3. Travel Expenses	2,000				2,000
TOTAL OPERATING EXPENDITURES:	$5,000				$5,000
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$84,800				$84,800

Supports institution/agency and Board strategic plans:

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

GOAL 1: A WELL EDUCATED CITIZENRY
Idaho's P-20 educational system will provide opportunities for individual advancement across Idaho's diverse population

Objective A: Access - Set policy and advocate for increasing access to Idaho's educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

Objective D: Quality Education – Deliver quality programs that *foster the development of individuals who are entrepreneurial, broadminded, critical thinkers, and creative*.

Performance Measures:

- Percent of students meeting proficient or advance placement on the Idaho Standards Achievement Test, broken out by subject area.
  Benchmark: 100% for both 5th and 10th Grade students, broken out by subject area (Reading, Language Arts, Mathematics, Science)
- Average composite college placement score of graduating secondary students.
  Benchmark: ACT – 24
  Benchmark: SAT – 1500
- Percent of elementary and secondary schools rated as four star schools or above.
  Benchmark: 100%
- Percent of students meeting college readiness benchmark on SAT in Mathematics.
  Benchmark: 60%
- Gap in student achievement measures between groups with traditionally low educational attainment (traditionally underrepresented groups) and the general populace.

GOAL 3: Effective and Efficient Educational System – *Ensure educational resources are coordinated throughout the state and used effectively.*

Objective B: Quality Teaching Workforce – Develop, recruit and retain a diverse and highly qualified workforce of teachers, faculty, and staff.

- SAT/ACT scores of students in public institution teacher training programs.
  Benchmark: ACT – 24
  Benchmark: SAT – 1500
- Percentage of first-time students from public institution teacher training programs that pass the Praxis II.
  Benchmark: 90%

Description:

This request is to create a position within the Office of the State Board of Education who will focus on K-12 Teacher Effectiveness in the state. Research has identified teachers as the number one contributors to whether or not a student is successful in their education career. In Idaho the effectiveness of our teachers is impacted by the quality of the teacher preparation programs they graduate from, our certification requirements, and the ongoing professional development and other resources provided to them once they are in the classroom. The State Board of Education not only sets the standards for all Idaho teacher preparation programs, but also approves those programs and sets the review and accountability requirements for them. The State is also responsible for establishing the certification requirements, and approves additional programs at our public universities that provide professional development and curriculum resources for our practicing teachers. To accomplish the oversight of this work a full time position needed. This position would work with the approved teacher preparations programs to assure we have the best programs available as well as work with the Department of Education's staff who

process applications for teacher certification and work with the Professional Standards Commission.

Questions:

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

   The Board is requesting one FTP and associated operating costs to provide additional resources and oversight towards the end of improving the effectiveness of the teachers in our public school system. New data available regarding our public school system and the performance of our students makes it increasingly critical that we takes steps now to improve the effectiveness of our new as well as existing teachers in our states K-12 system. To accomplish this will take these additional resources.

1. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      Teacher Effectiveness Program Manager (1 FTE), Pay Grade N, full-time, non-classified, benefit eligible, hire date: July 1, 2016

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      We currently have one position that must cover these responsibilities as well as K-12 Accountability Issues, public school data security and strategic planning issues, STEM education initiatives and other K-12 Projects. A new position would allow us to split the duties of this current position so that all of the various areas can be given the attention they require.

   c. List any additional operating funds and capital items needed.
      The new position would require a computer as well as general office supplies and travel expenses.

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

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
   This position would provide the needed oversight and coordination of our teacher preparation programs, teacher certification requirements, and available professional development being offered by our public institutions. In doing so it would serve all of our teacher candidates going through the teacher preparation programs, existing teachers and administrators, and all of the students and parents they serve. Should the position not be funded we risk increasing the time it takes to improve the effectiveness of teachers serving our students.

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

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

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2017 Request
FUNCTION: OSBE Administration Function No.: 02 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Board approved category Activity No.: Revision No. ___

A: Decision Unit No: **12.03**	Title: **SLDS Analyst position**				Priority Ranking 3 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	70,000				70,000
2. Benefits	23,100				23,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	93,100				93,100
OPERATING EXPENDITURES **by summary object:**					
1. Training & Travel	2,000				2,000
TOTAL OPERATING EXPENDITURES:	2,000				2,000
CAPITAL OUTLAY **by summary object:**					
1. Computer	1,500				1,500
TOTAL CAPITAL OUTLAY:	1,500				1,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	96,600				96,600

Supports institution/agency and Board strategic plans:

GOAL 3: Effective and Efficient Educational System – *Ensure educational resources are coordinated throughout the state and used effectively.*

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

Description:
Idaho is in the process of implementing a P-20 to Workforce Statewide Longitudinal Data System (P-20W SLDS). The K-12 SLDS started collecting data in October 2010. The database for collecting postsecondary data was developed in the fall of 2011. Idaho is

now in the process of loading postsecondary data against the data elements approved by the Data Management Council.

Questions:

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

   The Office of the State Board of Education (OSBE) is requesting 1.0 FTE in the form of a SLDS Analyst position. For the past 2 ½ years OSBE has contracted with Boise State University (BSU) to provide an analyst on loan to perform SLDS analytics, including but not limited to:

   - Working with the postsecondary institutions to address data issues with Extract, Transform, and Load (ETL) process
     - Resolve data issues
     - Determine ETL changes to improve data accuracy
     - Determine missing lookup data
     - Document system changes necessary to correctly load submitted files
     - Specify program modifications to improve load process
     - Obtain final approval on each data load
     - Write SQL code and modify stored procedures as necessary
     - Develop SQL Services Reporting Services reports
   - Obtain and load additional data to populate lookup tables and provide reporting variables.
   - Perform initial data loads.
   - Create a change management process to address agreements, policies, etc.
   - Work with the Data Management Council to create and document processes and procedures for managing SLDS data and data requests.
   - Participate in the design of reports and the extraction of aggregate data.
   - Manage the online data dictionary and ensure that all data elements, business rules, and collections are loaded and maintained.

   Work continues on building-out the SLDS, and OSBE management has determined that for purposes of project management and continuity it would be preferable to simply build a SLDS analyst position into the base budget.

2. What resources are necessary to implement this request?

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

      SLDS Analyst (1 FTE), Pay Grade M, full-time, non-classified, benefit eligible, hire date: July 1, 2016

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

      The incumbent on-loan employee would be transferred into this position.

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

$2,000 for training and travel

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   On-going General Funds. This position is currently being funded from the College & Universities Systemwide Needs. This funding could be transferred to the OSBE budget for a net zero fiscal impact to the General Fund.

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

   This position is critical to the SLDS ETL process. There are no other internal resources available to perform this work. Without this position we would need to continue to work through an on-loan arrangement or engage a contractor (at a greatly increased cost). The current SLDS staff of one does not have the time available to perform these functions.

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

   Not Applicable

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

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AGENCY: Idaho Public Television | Agency No.: 520 | FY 2017 Request
FUNCTION: Idaho Public Television | Function No.: 01 | Page 223 of 2 Pages
ACTIVITY: N/A | Activity No.: N/A | Original Submission X or Revision No. _____

A: Decision Unit No: **12.01** Title: **Personnel Sustainability** Priority Ranking 1 of 1

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.0	(6.0)	0	0	0.0
PART-TIME POSITIONS (FTE)		3.78			3.78
PERSONNEL COSTS					
1. Salaries	300,500	(300,500)			0
2. Benefits	133,300	(133,300)			0
3. From Group Positions		(135,100)			(135,100)
To P/T Classified (No Net $; FTE Only)		135,100			135,100
TOTAL PERSONNEL COSTS	433,800	(433,800)	0	0	0
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES	0	0	0	0	0
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY	0	0	0	0	0
T/B PAYMENTS					
LUMP SUM					
GRAND TOTAL	433,800	(433,800)	0	0	0

Supports institution/agency and Board strategic plans:

Description:

All existing labor is required to fulfill IdahoPTV's mission and performance measures under the State Board of Education.

Fund Shift – (Priority 1)

This fund shift works to ensure the sustainability of the statewide delivery system that provides a broadcast signal to nearly all regions of the entire state through highly effective funding of administrative and maintenance labor. This request shifts funding and FTPs of existing labor from dedicated funds to the general fund.

Temporary Appointment to Classified Part-Time (non-benefited) Positions – (Priority 2)

IdahoPTV does not currently have any classified part-time positions. This portion of the request converts existing non-benefited temporary appointment positions to non-benefited classified positions to comply with definition of statute 67-5302(33) as these positions should be considered "permanent in nature." This request does not require additional funding as it is a zero sum within the dedicated fund. However, it does require nine non-benefited part-time, .42 each, classified positions (or 3.78 total FTE).

Questions:

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

   Both priorities within this request restructure existing personnel costs. Priority 1 includes a fund shift of existing FTPs. Priority 2 requests nine, .42 each, classified positions (or 3.78 total FTE). All funds are currently included in the base in total.

2. What resources are necessary to implement this request?

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

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

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

   See attached schedule (DFM Template) for details by fund.

   This request impacts personnel costs only. No operating or capital expenditures exist with this line item.

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   These personnel costs and requested part-time classified positions are ongoing.

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

   This request maintains existing operations and level of service to residents of Idaho. As personnel costs have continued to increase (PERSI, health premiums and CEC), there is a direct impact to operational funding in the absence of new sources of revenue. At the same time, operational expenses continue to increase. These trends continue to widen the gap from a sustainable level of operations.

   Fund Shift – (Priority 1)

This helps ensure the sustainability of the administration and maintenance of the statewide delivery service that provides educational content to nearly every household in Idaho. Dedicated funds are less predictable, are not increasing, and cannot sufficiently provide for ongoing personnel cost increases.

Temporary Appointment to Part-Time Classified Positions – (Priority 2)

This is to comply with statute within the dedicated fund.

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

DFM Template with position details by fund is attached.

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AGENCY: Office of the State Board of Education Agency No.: 523 FY 2017 -Request
FUNCTION: Vocational Rehabilitation Function No.: 02 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Basic Grant Activity No.: 02 Revision No. ___

A: Decision Unit No: **12.01**	Title: **Additional Grant and Match Funds**			Priority Ranking 1 of 3	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$270,600		$1,000,000		$1,270,600
LUMP SUM:					
GRAND TOTAL	$270,600		$1,000,000		$1,270,600

Supports institution/agency and Board strategic plans:

Goal 1 Objective 1

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

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

Description:

Vocational Rehabilitation (VR) is requesting an additional $270,600 in State funds and $1,000,000 in Federal funds to have a sufficient amount of funds available to pay for assessment, training, tools, education, supplies, transportation, medical and other items to assist youth with disabilities prepare for and/or secure employment. VR is a ticket to self-sufficiency for Idahoans with disabilities. It is not another welfare program. VR services for eligible Idahoans with disabilities are the enabling tools to transition from unemployment to gainful employment; from dependence to independence. For Federal fiscal year 2014, 83% of VR customers who achieved or maintained employment reported their wages as their primary means of support instead of depending on public support and family support. Not only does an investment in VR reduce the amount of public support required, it also returns funds to the State of Idaho. Based on Federal Fiscal Year 2014 data it is estimated that a State investment of $270,600 will return over $800,000 in direct sales tax to the State. In addition, it will increase Idaho's other taxes, such as income and gas tax, and reduce the amount of public assistance to those individuals served. This is a good investment for Idaho and unlike many other government programs it returns more dollars than are invested by the State.

The addition of $1,270,600 in appropriations will allow Idaho to capture all of the funds allotted to it by the Federal Government. Without the State General Fund match of $270,600, Idaho will lose $1,000,000 in Federal funds set aside for Idaho. It will also allow VR to help more Idahoans with disabilities move into the workforce. The emphasis will be on helping students with disabilities transition into the workforce, which will provide the biggest benefit to Idaho. Currently the average age of a VR customer is 38 and ½. Involving those with disabilities at a younger age means that independence for those with disabilities will start earlier and reduce the amount of public assistance needed by them. Transitioning students to the workforce has an even bigger return on investment to the State of Idaho than mentioned above. The additional funds not only assist those in need, but also has a great return on investment for Idaho.

Questions:

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

IDVR is requesting additional Federal funds to be able to meet the requirements of the Federal vocational rehabilitation program. Without this increase the Division may not be able to meet the current requirements of the Vocational Rehabilitation program. If that was the case then IDVR would need to adjust how the program operates in Idaho and would not be able to serve all those who need service.

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

None

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

None

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

None

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

VR has not been using all of the Federal funds allocated to the State. The $270,600 in General Fund appropriations will allow Idaho to capture an additional $1 million of Federal Funds. Idaho has been remitting a portion of its allotment to other states in past years. This will allow Idaho to invest its full Federal allotment of over $16 million in Idaho; where Idaho will receive a return on the investment. The grant funds are ongoing in subsequent years.

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

This request will allow VR to continue to serve all of our customers without limiting available services. It will also allow Idaho to invest it share of this Federal grant in Idaho, where it has been returning in excess of $3 in sales tax alone for every $1 invested by the State.

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

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AGENCY: Office of the State Board of Education Agency No.: 523 FY 2017 Request
FUNCTION: Extended Employment Services Function No.: 05 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: 12.02	**Title:**	**Additional Extended Employment Program Funds**			**Priority Ranking 2 of 3**
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$340,000				$340,000
LUMP SUM:					
GRAND TOTAL	$340,000				$340,000

Supports institution/agency and Board strategic plans:

Goal 1 Objective 1

Objective: To assist the agency in meeting the demand for services under the Extended Employment Services Program.

Performance Measure: Increase the number of customers being served in employment and training through the Extended Employment Services Program.

Description:

Vocational Rehabilitation (VR) is requesting an additional $340,000 in General Fund appropriations for the Extended Employment Services (EES) program. Idahoans with

significant disabilities are some of the State's most vulnerable citizens. The EES program provides people with most significant disabilities employment opportunities in both non-integrated settings or with a competitive job in the community. This amount of additional funding would restore appropriations for Trustee & Benefits payments (T&B) back to 90% of the program's 2009 T&B appropriation level. As the EES program is a commitment to long-term services, when a client is eligible and approved for EES funding, the State is obligating support to the client for the long-term. In most instances these services are required for a considerable number of years, and in some instances for the entire working lifetime of the individual. Without an increase in funding, almost all current Trust and Benefit funds are being spent on maintaining those we have already committed to funding during previous years. The waiting list continues to grow with new clients. Currently, individuals can be on the wait list anywhere from 4 to 5 years. Without additional funding, current clients on the waiting list will be asked to continue to wait for much needed job training and placement services. Currently the wait list is over 300 people.

Questions:

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

IDVR is requesting that the EES program funding be increased to 90% of the FY 2009 level. The increase funding will reduce the number of Idahoans with significant disabilities waiting for service.

2. What resources are necessary to implement this request?

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

      None

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

      None

   f. List any additional operating funds and capital items needed.

      None

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

   This is a request for ongoing additional EES program T&B funds to directly benefit those with most significant disabilities. The funding is 100% from the General Fund for this program. There is no additional revenue associated with this request.

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

This request will enable employment supports for Idaho's most severely diabled citizens. At the current level of funding, all new clients are being placed on long term waiting list. This proposal will enable EES to once again begin serving new clients.

The impact is statewide. Idaho benefits when the unemployed go to work and become taxpayers and contributors to the State's economy. Without additional funds fewer Idahoans with disabilities will be able to obtain employment.

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

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AGENCY: Idaho State Council for the Deaf and Hard of Hearing (CDHH) | Agency No.: 523 | FY 2017 Request

FUNCTION: CDHH Administration | Function No.: 01 | Page 1 of 4 Pages | Original Submission _X_ or

ACTIVITY: CDHH | Activity No.: | Revision No. ___

A: Decision Unit No: 12.03	Title: **Communication/Outreach**				Priority Ranking 3 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	$52,300				$52,300
2. Benefits	22,700				22,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$75,000				$75,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$2,300				$2,300
2. Communication Accommodations	10,000				10,000
3. Cell phone	1,200				1,200
4. Office lease	2,400				2,400
TOTAL OPERATING EXPENDITURES:	$15,900				$15,900
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation set-up	$3,400				$3,400
TOTAL CAPITAL OUTLAY:	$3,400				$3,400
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$94,300				$94,300

Questions:

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

   The Council for the Deaf and Hard of Hearing is requesting one (1) additional Full Time Employee (FTE) identified as Communication and Outreach Coordinator. The Council for the Deaf and Hard of Hearing is a unique state agency following its mission of being "*Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens."* Using the formula of 13% provided

by the Gallaudet Research Institute, an estimated 203,785 people in Idaho have hearing loss:

Total Idaho Population	1,567,582
Total Hearing Loss	203,785 (13%)
Severe Hearing Loss	34,486 (2.2%)
Profound Hearing Loss (deaf)	3,448 (.22%)

Currently, there are only **2** FTE's working for the Council, the Executive Director and an Administrative Assistant. With the establishment of Idaho Sound Beginnings (newborn hearing screening) children who have hearing loss are being identified earlier, baby-boomers are increasing and veterans are returning to civilian life. The aforementioned causes the need for an additional staff member to provide specific functions for the Council. The role of the Communication and Outreach Coordinator would be to increase awareness of the Council's role, services and programs throughout the state of Idaho. Strategies may include developing collaborations with community organizations, staffing exhibit tables at expos, providing training sessions, developing and disseminating information and resources, and managing external and internal communications.

One-time funds for initial office set up as desk, chair, desktop/laptop computers, monitors, warranties, and docking station is also being requested.

A one-time fund for a new laptop replacement as the current laptop is 5 years old and has shown limited functionality.

Currently there is no agency staffing for this position and no funding by source is in the base.

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

      The title of this position is: Communications and Outreach Coordinator
      Pay Grade: K
      Full Time Status
      Full Benefits
      Anticipated Date of Hire: July 1, 2017
      Terms of Service: NA

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

      Existing Human Resources would be redirected to hire candidate. If this position were approved and funded, it would allow the two current staff members to spend 100% of their time on their assigned duties.

Currently the Executive Director and Administrative Assistant are the only staff involved in providing information, workshops, presentations, and everyday operations of the Council. This position would relieve some of the burdens of the current staff to provide the necessary services dictated by Idaho Code Chapter 13, Title 33

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

Additional operating funds:

Office lease $200/mo	$2,400.00 annually
Cell Phone	$1,200.00 annually
Overnight travel ~ 10 x ~ 80	$ 800.00 annually
Per Diem ~ 20 x 33.00	$ 660.00 annually
Flights ~ 2 @ $400	$ 800.00 annually
Communication/accommodation svs	$10,000.00 annually
TOTAL Additional Operating Funds	**$15,860.00**

Capital Items

Desk	$740.00
Chair	$570.00
Desktop	$650.00
Desktop Warranty	$ 60.00
Laptop	$970.00
Laptop Warranty	$100.00
Docking Station	$160.00
Monitors	$156.00 Each
Laptop Replacement	$1,400
Total Capital Funds	**$4,806.00**

3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Ongoing request	$ 90,935
One Time request	$ 4,800.00

All funds will be from General Funds. There are no expectations of additional grant monies or federal monies. There are no external funding available that is in line with the objectives, mission and responsibilities/duties of the Council.

If the request is not funded, CDHH will be unable to fully utilize the collaborative relationship with community organizations, local and state governmental entities, and proactively develop a presence for our Council and the programs and services provided.

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

   Idaho policymakers, the legislators, local, state agencies, businesses, and the 203,785 deaf and hard of hearing citizens will be served by this request. We anticipate the population to grow. This request allows for areas that are not currently served by the limited staff of CDHH to be included in the mission of the Council.

   It has been over 24 years, since the inception of the Council, without any significant increase in FTE that serves the constituents and/or stakeholders directly. For the past two decade the deaf and hard of hearing population grew and assimilated much more deeply into the society more than ever before which demands more information and resources. The current staff finds it very difficult meeting the growing demands.

   If this request is not funded, Idaho's deaf and hard of hearing population will continue to be underserved.

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

SUBJECT

FY 2017 Capital Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

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

Occasionally in the past the Board has not chosen to prioritize or recommend new capital facilities to the PBFAC, but instead recommended that all funding efforts be directed primarily toward alterations & repairs, asbestos abatement, and other non-major capital items. Deferred maintenance is another critical need of the institutions, the only state funding for which is through the PBF as non-major capital items.

Institutions and agencies have prepared and submitted their FY 2017 capital budget requests to the Board office and DPW, as shown on Page 5.

IMPACT

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

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

ATTACHMENTS

Attachment 1-FY17 Major Capital Request Summary Page 5
Attachment 2-Boise State University Six-year Plan Page 7
Attachment 3-Idaho State University Six-year Plan Page 8
Attachment 4-University of Idaho Six-year Plan Page 9
Attachment 5-Lewis-Clark State College Six-year Plan Page 11
Attachment 6-Eastern Idaho Technical College Six-year Plan Page 12
Attachment 7-Capital Project Summaries for agencies & institutions Page 13

STAFF COMMENTS AND RECOMMENDATIONS

Projects listed on the following schedule have been prioritized by each institution or agency. Many of these projects were included in the FY 2016 institution request list. The project descriptions are prepared by the institutions.

The Board may recommend some or all of the projects to PBFAC for consideration at its October 2015 meeting, or recommend no major capital funding for FY 2017 and have PBFAC concentrate on deferred maintenance, alterations and repairs, and other non-major capital projects. Previous discussions of the Board have concluded that a project's past ranking on any list should not influence future decisions about where that project should be ranked in subsequent years.

Another option available to the Board is to recommend a portion of a project or projects, for planning and design in FY 2017.

Last year PBFAC recommended funding $2,500,000 for Boise State University's (BSU) project as the first half of the state contribution for the total $5,000,000 request. This was the amount appropriated by the Legislature for FY 2016, so BSU is requesting the second half for FY 2017.

ISU's first priority project is for "completion" of its Meridian campus build-out in order to accommodate planned health clinic and academic program expansion. The project contemplates two phases over fiscal years 2017 and 2018. The first phase of funding

would be for the expansion of the Doctor of Physical Therapy (DPT) program by fall 2017. This proposed expansion is planned for AY2017-18 so the program proposal is not expected until next year. ISU noted in its Five Year Program plan that the anticipated source of funding would be a combination of new budget request, professional fees, and grants. In terms of program review and approval process for this expansion, consistent with Board policy III.G., it will be reviewed by the Council on Academic Affairs and Programs (CAAP) and then on to the Instruction, Research, and Student Affairs Committee (IRSA) and the full Board for approval. Note: the proposed DPT space would be shared with the Master of Occupational Therapy (MOT) program by fall 2018. MOT is also on ISU's Five Year Program plan. In phase two, ISU would like to expand its Bachelor of Science in Dental Hygiene program with anticipated implementation also for AY2017-18. ISU noted in its Five Year Program plan that this program would be a new budget request. In terms of program review and approval process for this program, consistent with Board policy III.G., the Executive Director can approve this expansion if the financial impact is below the $250,000/year threshold. CAAP will have the opportunity to review the proposal and provide a recommendation. If the impact is above the $250,000/year threshold, it would go to IRSA and then the Board for approval. Staff provides this background so the Board understands that the capital project request has a parallel academic program process that needs to be taken into consideration.

The community colleges' projects and six-year capital construction plans are not included because those projects are approved by their local boards. However, staff does make one project-specific observation regarding College of Western Idaho's (CWI) request for funding for a student union building. Board policy V.B.4 provides that "All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs." CWI has excluded auxiliary space in their capital budget request.

BOARD ACTION

I move to recommend to the Permanent Building Fund Advisory Council the major capital projects on page 5 for consideration in the FY 2017 budget process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

I move to recommend to the Permanent Building Fund Advisory Council the following major capital project(s), in priority order, for consideration in the FY 2017 budget process.

1. _____
2. _____
3. _____
4. _____

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

I move to recommend no major capital funding for FY 2017 and have the Permanent Building Fund Advisory Council concentrate upon Alterations and Repairs and other non-major projects.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

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

Moved by _____ Seconded by _____ Carried Yes _____ No _____

State Board of Education

FY17 Major Capital Request Summary
($ in thousands)

	Board Priority	Institution/Agency & Project	Detail Page	Total Project Cost: Perm. Building Fund	Total Project Cost: Total Funds	FY 2017 Request
1		**Boise State University**				
2	1	Fine Arts Building	13	5,000.0	35,000.0	2,500.0
3	2	Center for Materials Science	17	10,000.0	50,000.0	10,000.0
4		**Idaho State University**				
5	1	ISU Meridian, Campus Build-out	21	5,521.5	6,251.5	2,760.8
6	2	Eli Oboler Library, replace HVAC and duct work	26	6,000.0	6,000.0	6,000.0
7	3	Graveley Hall, upgrade heating and cooling system	28	2,875.0	2,875.0	2,875.0
8	4	Beckley Nursing Asbestos Mitigation, ceiling/lights	30	1,700.0	1,700.0	1,700.0
9	5	Frazier Hall, renovate dressing rooms & green room	32	1,300.0	1,300.0	1,300.0
10	6	Voc. Arts Build: HVAC, Fire Alarms, ADA elevator/restroom	34	1,745.8	1,745.8	1,745.8
11		**University of Idaho**				
12	1	Research and Classroom Facility	37	4,000.0	24,000.0	4,000.0
13		**Lewis-Clark State College**				
14	1	Living and Learning Complex	45	650.0	6,250.0	650.0
15	2	Automotive Technology Facility Expansion	47	2,000.0	2,500.0	2,000.0
16		**College of Western Idaho**				
17	1	Health Sciences Building	49	34,840.0	34,840.0	34,840.0
18	2	Student Center Building	50	21,000.0	45,000.0	21,000.0
19						
20		**Total**		$ 96,632.3	$ 217,462.3	$ 91,371.6

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SIX YEAR CAPITAL IMPROVEMENT PLAN
FY 2017 THROUGH FY 2022

($ in 000's)

Institution: Boise State University

Project Title	Est. Cost	*Prev. Fund.*	FY2017 PBF	FY2017 Other	FY2017 Total	FY2018 PBF	FY2018 Other	FY2018 Total	FY2019 PBF	FY2019 Other	FY2019 Total	FY2020 PBF	FY2020 Other	FY2020 Total	FY2021 PBF	FY2021 Other	FY2021 Total	FY2022 PBF	FY2022 Other	FY2022 Total
Alumni Center (comprehensive campaign) - In Construction	12,000	12,000																		
City Center Plaza - Tenant Improvements	2,000			2,000	2,000															
Fine Arts Building	35,000	2,500	2,500	32,500	35,000															
New Student Housing (Honors Live/Learn Community) - Public/Private Partnership	40,000			40,000	40,000															
Renovate Towers Dormitories for Office Space	2,000			200	200		1,800	1,800												
Center for Materials Research (2nd of 4 building science complex)	50,000		10,000	10,000	20,000		30,000	30,000												
Science Laboratory Building	10,000			500	500	2,500	7,000	9,500												
Renovate Liberal Arts & Campus School (Planning, Design, Construction)	3,300						300	300	1,000	2,000	3,000									
Parking Structure (750 space @ 16,000 X 2)	14,000									14,000	14,000									
OIT Data Center (New Location/Research Support)	14,000								7,000	7,000	14,000									
Administrative Services Building(s)	23,000									1,000	1,000		22,000	22,000						
Multi-Purpose Classroom Building #2	30,000								10,000	20,000	30,000									
Athletics/Kinesiology Multi-Use Facilities	40,000											5,000		5,000	17,500	17,500	35,000			
Riverfront Hall Demolition & Land Improvements	2,000											1,000	1,000	2,000						
Science & Research Building (3rd of 4 building science complex)	89,000											500	500	1,000	4,000	4,000	8,000	40,000	40,000	80,000
Health Sciences Building	30,500															30,500	30,500			
Total	396,800	14,500	12,500	85,200	97,700	2,500	39,100	41,600	18,000	44,000	62,000	6,500	23,500	30,000	21,500	52,000	73,500	40,000	40,000	80,000

Other, not currently scheduled priorities	
Central/District Chilled Water Plant	10,000
Albertsons Stadium Expansion and Improvements	28,000
New Athletics Field	5,000
Athletics Facilities Upgrades	2,000
Security Station and Emergency Operations Center	8,000
Facilities Operations and Maintenace Shop Relocations	2,000
Literacy Center	8,000
Develop Campus Quad Spaces	2,000
Engineering & Technology Room 103 & 110 - Classroom Renovations	1,500
Albertsons Library - River Side Addition	2,500
Student Shop Development	10,000
Total	**79,000**

Six Year Capital Improvement Budget

Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Expansion of Dental Health Program and Physical and Occupational Therapy - Meridian^	$5,521,491					
Oboler Library - replace HVAC/duct work, ceiling, seismic compliance^	$6,000,000					
Graveley Hall - Upgrade the heating and cooling system	$2,875,000					
Beckley Nursing – Asbestos mitigation, ceiling system and lights	$1,700,000					
Frazier Hall - Renovation of dressing rooms and green room area	$1,300,000					
Vocarts - Replace s, HVAC , Elevators, Fire Alarm & ADA restrooms	$1,745,842					
Complete renovation ISU-Meridian build out*		$12,420,000				
Remodel LEL second floor for additional labs *		$1,050,000				
Campus Housing Renovations & Remodeling*		$10,000,000				
New Museum of Natural History*		$22,444,000				
College of Business - Modernization*			$25,000,000			
Engineering Research Complex Renovation - Phase 3*			$2,036,000			
Renovation/Addition of Life Sciences*				$40,885,920		
Reroute campus traffic*					$8,000,000	
Addition to Beckley Nursing*						$14,208,000
Addition to College of Engineering*						$12,000,000
Renovation of College of Business – front entry*						$1,300,000
$168,486,253	$19,142,333	$45,914,000	$27,036,000	$40,885,920	$8,000,000	$27,508,000
6 year outlay total						

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

^ Funding for 2 projects over two years - 1/2 FY2017 + 1/2 FY2018

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN (Major Capital Projects)
FY 2017 THROUGH FY 2022
($ in 000's)

Institution: University of Idaho

Project Title	Est. Cost	*Prev. Fund.*	FY 2017			FY 2018			FY 2019			FY 2020			FY 2021			FY 2022		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
Integrated Research and Innovation Center	52,700	52,700	In Construction Status as of 1 Jul 15																	
Education Building Renovation and Asbestos Remediation	17,160	17,160	In Construction Status as of 1 Jul 15																	
Idaho Law & Justice Learning Center, Boise *	7,600	7,600	In Construction Status as of 1 Jul 15																	
Janssen Engineering Building HVAC Upgrades, Ph. 3	957	957	In Construction Status as of 1 Jul 15																	
Campus Signage, Entrances, & Pedestrian Crossings	1,800	1,800	In Construction Status as of 1 Jul 15																	
Life Sciences South Classroom 277 Improvements	800	800	In Construction Status as of 1 Jul 15																	
Aquaculture Research Facility	1,800	1,800	In Design as of 1 Jul 15																	
Library Main Floor Improvements and Renovation	1,400	1,400	In Design as of 1 Jul 15																	
Admin Bldg. Entry Foyer & Stair Life Safety Imp & Renovations	948	948	In Design as of 1 Jul 15																	
Wallace Residence Center Refresh	4,200	0	Funded, In Planning Status as of 1 Jul 15																	
Buchanan Engineering Lab Life Safety Improvements, Phase 2	902	0	Funded, In Planning Status as of 1 Jul 15																	
Life Sciences South Standby & Emergency Generator (Life Safety)	835	0	Funded, In Planning Status as of 1 Jul 15																	
Northern Idaho Collaborative Education Facility	6,421	4,421		2,000	2,000															
Research and Classroom Facility	24,000	0	4,000		4,000	4,000	16,000	20,000												
University House	tbd	0		tbd	tbd															
WWAMI Improvements and Renovations of the current BTI	tbd	0		tbd	tbd															
Swim Center Replace Pool Gutters and Tile	960	0	960		960															
Administration Building Exterior Envelope Repair	1,004	0	1,004		1,004															
National Dairy Research Center	tbd	0					tbd	tbd												
Menard Law Building Replace Roof	502					502		502												
Life Sciences South HVAC Upgrades, Phase 3	1,146	0							1,146		1,146									
Gibb Hall HVAC, Phase 2	1,144	0										1,144		1,144						
Administration Building HVAC, Phase 2	1,201	0										1,201		1,201						
Janssen Engineering Building HVAC, Phase 4	601	0										601		601						
Gibb Hall HVAC, Phase 3	1,201	0													1,201		1,201			
Idaho Avenue Extension Repairs and Repaving	861	0													861		861			
Domestic Water System Replace AC Mains, Phase 1	683	0													683		683			
Campus Drive / Administration Circle Repairs, Phase 1	756	0																756		756
Perimeter Drive Replace Paradise Creek Undercrossing	867	0																867		867
Steam Plant Emergency Generator	946	0																946		946
CALS Labs, Classroom & RE Improvements #	1,000	0																		
Coll. of Law Expansion & Improvements, Moscow #	1,100	0																		
Chemistry & Physics Lab Improvements #	1,000	0																		

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN (Major Capital Projects)
FY 2017 THROUGH FY 2022
($ in 000's)

Institution: University of Idaho

Project Title	Est. Cost	*Prev. Fund.*	FY 2017			FY 2018			FY 2019			FY 2020			FY 2021			FY 2022		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
ROTC Facility #	3,000																			
Library Special Collections and Archives #	4,400	0																		
Basketball Arena #	tbd	0																		
	62,878	8,569	5,964	2,000	7,964	4,502	16,000	20,502	1,146	0	1,146	2,946	0	2,946	2,745	0	2,745	2,569	0	2,569

S:\Facilities\CapitalPlanning\Capital Budget\FY 17 State Request\Six Year Plan (Set C)\FY 2017 Six Year Plan.*

* PBF Request is under auspices of Department of Administration
# Project schedule is TBD and dependent upon fundraising success.

CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2017 THROUGH FY 2022
CAPITAL IMPROVEMENTS

AGENCY: **Lewis-Clark State College**

PROJECT DESCRIPTION/LOCATION	FY 2017 $	FY 2018 $	FY 2019 $	FY 2020 $	FY 2021 $	FY 2022 $
Living and Learning Complex	$6,250,000					
Automotive Technology Facility Expansion	$2,500,000					
Sam Glenn Complex (SGC) Upgrade		$2,500,000				
Administration Building Upgrade			$3,500,000			
Workforce Training Building Replacement				$2,500,000		
Physical Plant Workshops/Offices Upgrade					$2,000,000	
Music/Fine Arts Building Replacement						$3,000,000
TOTAL						

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2016 THROUGH FY 2021
CAPITAL IMPROVEMENTS

AGENCY: EASTERN IDAHO TECHNICAL COLLEGE

PROJECT DESCRIPTION/LOCATION	FY 2016 $	FY 2017 $	FY 2018 $	FY 2019 $	FY 2020 $	FY 2021 $
New Construction — Energy System Technology Building			$ 4.5 M			
Expanded Construction — Phase 2 of Health Care Education Building					$ 6.0 M	
New Construction — Additional Parking Lot to Support Health Care Education Building					$ 0.5 M	
TOTAL	$ -	$ -	$ 4.5 M	$ -	$ 6.5 M	$ -

Agency Head Signature: Steve Albright

Date: Thursday, July 17, 2014

OFFICE OF THE STATE BOARD OF EDUCATION

SET A
PROJECT SUMMARY
FY2017

Project Title: **Construction** for
Fine Arts Building
Boise Campus

Institution/Agency: Boise State University

Brief Description: A new building for Fine Arts will achieve several goals in Boise State's Strategic Plan by consolidating programs spread across campus into one building, fostering university and community relations, and advancing the importance of creativity in our modern high-tech economy. Programming, planning, and conceptual design and construction documents have already been prepared and have formed the basis for an overall budget. Incremental funding from Permanent Building funds is acceptable to the University.

Project Scope: 47,500- 65,500 **NASF** 60,000-100,000 **GSF**

Estimated Total Project Cost: $35,000,000

Date Approved by State Board of Education: April 2013 (Planning)

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

Total Project Cost

Fund Source	Amount
Permanent Building Fund	$ 5,000,000
University & Donor Funds	$30,000,000

Previous Appropriations

Fund Source	Amount
Permanent Building Fund – FY2016	$ 2,500,000

Budget Year Request

Fund Source	Amount
Permanent Building Fund – FY2017	$ 2,500,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The new Fine Arts Building will front Capitol Boulevard just north of the Micron Business and Economics Building, adding another cutting-edge presence on the most visible side of campus while helping foster university and community relationships. It will be just across the river from the Boise Art Museum and the city's cultural district. The siting is consistent with the current 2015 Campus Master Plan update, and the facility is directly in line with the core themes of the mission the State Board of Education has endorsed for the university: Provide a signature, high-quality undergraduate and graduate education experience; Foster creativity in arts and research that can be transferred to societal, economic, and cultural benefits; And extend our community commitment beyond our educational, creative, and research activities.

The building will consolidate arts programs now scattered across campus, dramatically improving the student educational experience and providing needed physical space to meet increasing student demand for arts classes. It will also address several deficiencies in space and infrastructure that were identified in the arts program's re-accreditation process. The facility will advance the importance that creativity plays in a new, modern economy and will provide the capacity for additional classes as students in traditional STEM programs (Science, Technology, Engineering and Math) elect to take creative courses to complement their studies and boost their skills and career opportunities.

The pre-planning and programming phase of this project is already underway and is being funded internally by the university. This phase will result in final programmed spaces for Fine Arts and the administrative functions of the Arts & Humanities Institute as well as determining what entities within the Fine Arts disciplines will be housed in the new building.

2. PROJECT COMPONENTS

The project will construct a new facility in the western zone of the campus. The facility will house Fine Arts and functions of the Arts and Humanities Institute. Preliminary planning activities have tentatively identified the following that will be supported by the building:

- Teaching: studios, design laboratories, classrooms, administrative and faculty offices, and spaces for student collaboration.
- Exploration: computer laboratories, centralized workshop facilities, conference rooms, and libraries for study and research; faculty/graduate studio space for creative practices.
- Innovation: multiple-use spaces containing new technologies will facilitate inventive and cross-disciplinary projects.
- Exhibition: gallery spaces for student and traveling exhibits and display areas throughout building for student artwork display and critiques.

3. ALTERNATIVES

The status quo would keep art students, their professors and mentors, and their studio and study space spread throughout campus. Today, arts-related classrooms are housed in five separate buildings, and studio and storage space spread even farther, to two other campus facilities. It would also keep the university from echoing in the arts the major recent building efforts supporting the sciences, engineering, and business and economics. Just as those efforts greatly facilitate scholarly activity and are an important way to focus community attention, constructing a Fine Arts Building will greatly facilitate creative activity and help focus community attention on the arts and the ever-increasing role of design, innovation, and creativity in the modern economy.

4. VACATED SPACES

By providing up-to-date space for the uses described above, the new building will permit departments to vacate some space currently occupied in other campus buildings. These spaces would be made available to meet the critical classroom and faculty office space needs of the other departments, including the STEM disciplines.

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OFFICE OF THE STATE BOARD OF EDUCATION

SET A
PROJECT SUMMARY
FY2017

Project Title: **Construction** for
Center for Materials Science

Institution/Agency: Boise State University

Brief Description: Boise State's Master Plan 2015 update targets the South Campus area for the science and engineering facilities called for in the Strategic Plan to boost research and creativity while creating a signature educational experience for both graduates and undergraduates. The requested funds will support partial construction of the second of four science buildings currently envisioned. This new building will house the Materials Science program, which is one of Boise State's growing research strengths and one that connects directly to the missions and needs of the businesses leading the state's strong tech economy.

Project Scope: 55,000- 65,000 **NASF** 85,000-100,000 **GSF**

Estimated Total Cost: $50,000,000

Estimated Partial Construction Cost: $10,000,000

Date Approved by State Board of Education:

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

Total Project Cost

Fund Source	**Amount**
Permanent Building Fund	$10,000,000
University Funds & Private Donations	$40,000,000

Previous Appropriations

Fund Source	**Amount**
N/A	N/A

Budget Year Request

Fund Source	Amount
Permanent Building Fund	$10,000,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

The proposed building will be the second building of the master-planned science and engineering complex in the South Campus zone. The first of these projects, the 101,265-square-foot multidisciplinary Environmental Research Building is home to Geosciences, Civil Engineering, Public Policy and Administration and Political Science, as well as the environmental finance office, the Public Policy Center and the Frank Church Institute and other parts of the new School of Public Service.

Consistent with the 2005 and 2015 Campus Master Plans, the new Center for Materials Science Research will support the University initiatives to grow the STEM disciplines (Science, Technology, Engineering and Mathematics) and support Idaho's and the Boise region's tech economy, and will be part of a complex designed to promote interdisciplinary research, education, and outreach. Each building of the complex will include science and engineering laboratories and facilities appropriate to specific interdisciplinary topic areas, with departmental culture preserved in office clusters. Future buildings in this area will be planned to promote collaboration between scientists and engineers on important research problems.

The Center for Materials Science Research will focus on Materials Science Engineering and providing a catalyst to elevating that program to national prominence. A program of such stature will enhance the growth of the high tech, science and engineering-related industries and associated economic development in the Treasure Valley, Idaho and far beyond. The facility will be a major step toward achieving the first four goals outlined in Boise State's Strategic Plan, "Focus on Effectiveness," which include 1) Create a signature high-quality educational experience for all students; 2) Facilitate the timely completion of educational goals of our diverse student population; 3) Gain distinction as a doctoral research university; and 4) Align university programs and activities with community needs/

2. PROJECT COMPONENTS

The University retained a programming consultant to create a preliminary program for the building and to explore potential site locations. As currently programmed, the 85,000 to 100,000 square-foot Center for Materials Research will be a showcase for the program and will include research laboratories, teaching laboratories and associated support areas including faculty offices, staff office, graduate student spaces, seminar rooms and common areas. As currently envisioned, the building would be located on the block immediately west of the existing Engineering Building and Micron Technology Building to allow for close proximity to other collaborators

in the engineering disciplines. The facility would also allow for co-location of materials researchers from all disciplines on campus.

In addition to the Materials Science spaces, a large 250 seat lecture hall and two 80 seat classrooms have been included in the program for this building to help address the current lack of adequate large classroom spaces on the southeast portion of campus. These classrooms would be designed to support active learning, which supports lectures but also facilitates collaboration and small group work within the classrooms.

3. ALTERNATIVES

Modular facilities could possibly be utilized to provide additional research, classrooms, and offices, but the use of these temporary structures are expensive and only meet the short term needs for the institution. It would not be prudent to utilize modular buildings for research or class laboratory space. The University has purchased land in the South Campus to accommodate this new facility. Investing in temporary modular facilities would neither be cost effective nor meet academic and research needs.

4. VACATED SPACES

In addition to providing up to date laboratory, classroom, and office space for the Materials Science department this project would free up space currently occupied by that department in other campus buildings. These spaces would be made available to meet the critical classroom and faculty office space needs of other growing departments. Because planning is still in the early stages, the precise amount of space to be vacated is not defined.

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CAPITAL BUDGET REQUEST

FY 2017

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: **Idaho State University**	AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: Completion of the ISU-Meridian Campus Build-out

CONTACT PERSON: Phil Moessner	TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

This request continues to incorporate space allocation efficiencies at Idaho State University (ISU) Meridian Health Science Center (HSC) to lower costs and to encourage programs to pool spaces for academic, clinical, and research functions promoting inter-professional education and minimizing duplication of resources.

The FY17 request is for a funding allocation over a two-year period to accommodate planned program expansion and help address Idaho's health professions' workforce needs. The two phases, with the 1st phase started in FY17, will be continuous in the next year, with the 2nd phase completed in FY18, to reduce budget allocation impacts.

Aligned with the State Board of Education's assignment of ISU's health sciences' mission, the Five-Year Plan for SW Idaho and Program Prioritization, as well as the Northwest Commission on Colleges and Universities Core Theme Three for ISU, Leadership in the Health Sciences, this request completes the ISU-Meridian Master Plan by building out open space on the 2nd fl. and repurposing space on the 1st fl. by:

1) Expanding Clinics:

ISU-Meridian currently houses three clinics, Counseling, Dentistry, and Speech/Language, and the Idaho Center for Disabilities Evaluation (ICDE), a contracted service with the Dept. of Health and Welfare. The ICDE provides assessment services to developmentally delayed children and adults in the western part of the state. While ICDE does not charge or collect client fees as do the clinics, the contract results in indirect fund payments to ISU and is a revenue-generating enterprise overseen by the Division of Health Sciences (DHS).

The proposed build-out will allow clinical services within DHS undergraduate and graduate programs to expand existing clinics and add new clinics providing inter-professional education and patient experiences for students as encouraged by a number of specialized professional accrediting bodies and in accordance with the ISU DHS Strategic Plan.

a) Two clinics, Speech/Language and Counseling will be able to expand by increasing the number of clinic rooms available for patient appointments;

b) Six new clinics will be established resulting in a total of 10 revenue-generating operations;

Physical Therapy; Occupational Therapy; Vestibular Clinic (Doctor of Physical Therapy and Doctor of Audiology students); Dental Hygiene; Medication Management, and a Wellness Center;

c) Continued development of ISU-Meridian allows these clinics to be configured in near proximity to each other facilitating inter-professional collaboration and convenient "wrap-around" services for individuals from the community. The project design of clinic adjacencies enhances access for clients/patients and student learning outcomes providing practice in a patient-centered health care home model.

2) Expanding Physical Therapy, Occupational Therapy, and Dental Hygiene Programs:

The 1st phase for the initial year of funding is for the expansion of the Doctor of Physical Therapy (DPT) program by fall 2017 with shared usage of space by the Master of Occupational Therapy (MOT) program by fall 2018. The 2nd phase for the subsequent year of funding is for the extension of the Bachelor of Science in Dental Hygiene (BSDH) program.

This project builds the office, teaching, laboratory, and clinical spaces required for expanding three programs of study, currently only offered on the Pocatello campus to ISU-Meridian - the DPT, the MOT, and the BSDH. The institutional priority for the 1st phase is on high-demand DPT and MOT programs to address SW Idaho and statewide health care provider workforce needs. The DPT and the MOT programs have robust application pools and the proposed expansion to add cohorts located at ISU-Meridian would double the number of students admitted each year without doubling the number of faculty. The initial costs of building the infrastructure to support the DPT and MOT programs are high due to the specialized nature of training future rehabilitation professionals and meeting all of the accreditation criteria for each discipline. However, interdisciplinary collaboration and cost efficiencies are gained by building shared classroom and laboratory spaces on the 2nd floor that meet the needs of both PT and OT disciplines, including School of Rehabilitation and Communication Sciences (SRCS) offices for PT and OT, Speech-Language Pathology (SLP), and Audiology (AuD).

For the 1st phase, the request is for the following spaces to be built at ISU-Meridian:

- Build 2 large teaching laboratories that will be shared by the DPT and MOT Programs
    - Orthopedic Skills Lab: holds up to 40 students; contains furniture, equipment, and supplies consistent with PT and OT clinical examination and practice; cabinet storage; distance learning capabilities; and
    - Neuro-management/Daily Skills/Pediatrics Lab: holds up to 40 students; contains large, low mat tables, ambulatory aids, an accessible mock-up kitchen, pediatric equipment; cabinet storage; distance learning capabilities.

- Build 1 Distance Learning (DL) classroom that will be shared by DPT and MOT programs (enrollment of 24 DPT students in FY17 and 16 MOT students in FY18)
- Remodel existing Department of Communication Sciences and Disorders (CSD) academic space on the 1st floor into clinic space
    - Remodel 18 academic offices currently used by CSD into clinic spaces
        - Build new PT and OT Clinics
        - Establish Inter-professional Vestibular Clinic (DPT and AuD)
        - Expand current space available for SLP and AuD Clinics
        - Enlarge Counseling Clinic
        - Develop Medication Management Clinic
        - Remodel large Clinic Lobby into useable clinic space
- Build a minimum of 22 and a maximum of 28 new offices on the 2nd floor. The objectives include building pods of offices for PT and OT faculty members, and the relocation of faculty and staff offices for CSD which has outgrown departmental space for programmatic and clinical applications to maximize academic and clinic spaces
    - 18 offices for the displaced CSD faculty
    - 4 offices for the new PT and OT faculty
    - 6 offices for expansion of programs in DHS depending on growth needs

All of these spaces are required to meet the PT and OT accreditation agencies' requirements for equivalent didactic spaces to allow synchronous learning between cohorts in Pocatello and Meridian through various instructional delivery models, e.g., DL, as well as comparable clinical spaces to ensure each site provides an equivalent educational experience of quality.

In the 2nd phase, ISU intends to create a BSDH satellite program and relocate the Idaho Dental Education Program (IDEP) to Meridian, formulating an Oral Health Institute by adding to the existing Delta Dental of Idaho Dental Residency Clinic on the 1st floor of the facility.

For the extension of the BSDH program adjacent to and sharing space with the Dental Residency Clinic, two 40--seat DL classrooms and two computer labs will need to be relocated. The Master Plan locates the DL classrooms and one of the computer labs on the 2nd floor as a small drop-in lab, and the other, larger computer testing lab on the 1st floor.

Additionally, this request includes the build-out of clinically-based, patient-centered, research-focused areas and administrative offices for the College of Pharmacy, and ancillary spaces, including a Wellness Center, a Testing Center which meets American with Disabilities Act requirements, a Conference Room, and a Student Study area on the 2nd floor of the facility.

(B) What is the existing program and how will it be improved?

The suite of academic programs at ISU-Meridian reflects the top-tier job growth areas in the nation for healthcare providers. PT will show a 36% increase in the number of jobs nationally over the next ten years while OT will have a corresponding 29% increase. SLP and AuD will show 10-year increases of 19% and 34% respectively. Due to the growth in the number of SLP and AuD students attending these programs, the number of patients/clients served has grown steadily since the opening of ISU-Meridian in 2009.

As a consequence, there is inadequate space to provide for increased demand for clinical services. HIPPA as well as FERPA violations become more likely with CSD faculty being relegated to use classrooms, offices, and hallways for clinical treatment space. Faculty, staff, and students entering/exiting offices and communal spaces become unnecessarily aware of the patients who are attending the clinics. Replacing academic offices with expanded clinic space on the 1st floor and relocating these offices to the 2nd floor is consistent with the original plan for ISU-Meridian that locates clinics on the 1st floor in adjacent areas. Locating offices for the SRCS on the 2nd floor promotes faculty exchange and cooperation. After the remodel, SLP, AuD, Counseling, Dentistry, Dental Hygiene (34% demand), Pharmacy (14% demand), Physician Assistant (38% demand), Nursing (31% demand), PT and OT students will have efficient access to participate in clinical inter-professional education. Due to the building design, no other means for expanding clinic space is available at ISU-Meridian. Further efficiencies and benefits are gained by remodeling some of the existing space to purposefully locate clinics in adjacent locations for easy community access, inter-professional collaboration, and accessible staff support.

(C) What will be the impact on your operating budget?

The proposed clinics are revenue-generating. Also, by adding 3 year-cohorts of 24 for the DPT (72 students), and of 16 for the MOT (48 students), and 12 BSHS students annually (24 students for two-year completion program), the budget will be supported by the professional fees charged for each of these programs, along with tuition collected for augmented enrollment.

(D) What are the consequences if this project is not funded?

The ISU-Meridian Phased Renovation was approved for $12,420,000 in the Six-Year Capital Improvement Budget, with initial occupancy in August 2009. This comprehensive Master Plan request will complete the ISU-Meridian facility build-out. Funding incremental annual requests will result in higher construction costs in the long-term. Phase 1 of the Treasure Valley Anatomy and Physiology Laboratories (TVAPL), supported by a 2013 Legislative appropriation and 50% community match, has been constructed and will be operational fall 2015. The rationale for the TVAPL construction presented to the Idaho State Legislature emphasized the necessity of these laboratories being built to meet teaching requirements for programs such as the DPT, MOT, and BSDH expanding to ISU-Meridian. Phase 2 of the TVAPL, which includes a PT Exercise Science Laboratory and an Applied Behavioral Sciences Research Laboratory to be used primarily by the SRCS, will be constructed by fall 2016. Phase 2 is a continuation of construction supported by a 2014 Legislative appropriation and 50% community match for a Bioskills Learning Laboratory in the TVAPL. If this FY17 Capital Budget Request is not funded, for ISU to meet accreditation requirements, the completed PT Exercise Science Laboratory will not become operational until academic and clinical spaces for the DPT and MOT programs are fully constructed at Meridian HSC.

ESTIMATED BUDGET:		FUNDING: (spread over 2 years)	
Land	$ N/A	PBF (2@$2,760,745)	$ 5,521,491
A/E fees	$ 1,029,421	General Account	
Construction	$ 4,278,070	Agency Funds spread over 2 years ($250,000 1st year +$480,000 2nd year)	$ 730,000
5% Contingency	$ 214,000	Federal Funds	
F F & E	$ 730,000	Other	
Other	$		
Total	$ 6,251,491	Total	$6,251,491

ISU Project #: 300-14-006

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST

FY 2017

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Replace HVAC/Ductwork, Ceiling, Seismic Compliance (3 projects: one each floor,$2million/yr. for 3 years). Eli Oboler Library Bldg. # 50

CONTACT PERSON: Phil Moessner	TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

This project will remove the deteriorating fiberboard air ducting system, and replace it with an insulated steel duct system. This project will also replace associated ceiling and lights in the affected areas.

(B) What is the existing program and how will it be improved?

The existing fiberboard ducting is actively degrading, with resulting ductwork particulates being spread throughout the library. All surfaces within the Library, including the ceiling, are coated with deteriorated ducting material. This project will remove the existing ceiling and lighting systems, remove all fiberboard ducting, address all seismic issues with the ceiling and lighting system, and with the book stacks throughout the Library. New insulated steel ducting, ceiling systems, and lighting will be installed.

(C) What will be the impact on your operating budget?

The maintenance budget will be relieved in several areas as less custodial effort will be required to clean the Library, and repair work to deteriorating ductwork will no longer need to occur.

(D) What are the consequences if this project is not funded?

Ductwork will continue to degrade and contaminate the interior of the Library. Additional efforts will continue to be expended in an attempt to clean the library.

ESTIMATED BUDGET:	FUNDING:	
Land	PBF	$ 6,000,000

A/E fees	$ 720,000	General Account	$ 6,000,000
Construction	$ 5,016,000	Agency Funds	
5% Contingency	$ 264,000	Federal Funds	
F F & E		Other	
Other			
Total	$ 6,000,000	Total	$ 6,000,000

ISU Project #: 050-14-005

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST

FY 2017

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Upgrade Heating and Cooling System/ Graveley Hall Building #15

CONTACT PERSON: Phil Moessner	TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

This project will remove the old window mounted room air conditioners and steam heat perimeter supply with a central system that addresses the need for fresh air and heating in an economical solution.

(B) What is the existing program and how will it be improved?

The existing systems are failing and costly to run and repair and replace and the air conditioning units are providing a lot of bird habitat. The new system will deliver fresh air, conditioned in a central system and augment the existing perimeter steam heating systems to cover all areas of the building. Poor piping insulation on the steam heat will be replaced so that A/C units are not being run in the winter to cool down rooms.

(C) What will be the impact on your operating budget?

The maintenance budget will be relieved in several areas as less work will be needed to maintain individual units than one building system that can be put on our centralized controls.

(D) What are the consequences if this project is not funded?

Building systems are continuing to deteriorate and require excessive maintenance and costs.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	$ 2,875,000
A/E fees	$ 287,500	General Account	
Construction	$ 2,443,750	Agency Funds	
5% Contingency	$ 143,750	Federal Funds	
F F & E		Other	
Other			
Total	$ 2,875,000	Total	$ 2,875,000

ISU Project #: 015-14-001

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST

FY 2017

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 4

PROJECT DESCRIPTION/LOCATION: Asbestos Mitigation, Replace Ceiling system and Lighting/ Beckley Nursing Building #66

CONTACT PERSON: Phil Moessner	TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) **Concisely describe what the project is**.

This project will mitigate the asbestos in the building, with emphasis on the open plenum supply design ceiling system. The work will require asbestos mitigation and the replacement of flooring, ceilings, and other materials removed or impacted by asbestos abatement. This project will also provide for renovation of office and classroom spaces within Beckley Nursing.

(B) **What is the existing program and how will it be improved?**

Health and safety of building occupants and maintenance personnel. Even simple tasks of replacing ceiling tiles or replacing light bulbs can pose risks to staff.

(C) **What will be the impact on your operating budget?**

This project does not add square feet of functional space but will require agency to provide funding for temporaries moves to accommodate the mitigating and related construction work.

(D) **What are the consequences if this project is not funded?**

At this time, any maintenance work on lighting or ceiling panels required asbestos monitoring, which adds labor costs and delays in service response time. Additionally, some tasks are impossible to complete within the ceiling plenum. Finally, should there be some significant roof repairs; the building may need to be evacuated. If the required roof work takes place during the academic year, the disruptions to classes and labs would be intolerable.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	$1,700,000
A/E fees	$ 62,000	General Account	
Construction	$ 1,560,000	Agency Funds	
5% Contingency	$ 78,000	Federal Funds	
F F & E	$ 0	Other	
Other			
Total	$ 1,700,000	Total	$1,700,000

ISU Project #: 066-14-002

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST

FY 2017

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 5

PROJECT DESCRIPTION/LOCATION: Renovation of dressing room & green rooms/ Frazier Hall Building # 1

CONTACT PERSON: Phil Moessner	TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Dressing and green room areas located beneath the stage need complete restoration. This work extends to a complete gut-and-replacement of floor, sub flooring, ceilings, walls, finishes, air circulation, electrical systems, and restroom upgrades. Remodeling and updating of the dressing areas is intended to allow for men's and women's separate areas, remodel and upgrade of makeup rooms, restrooms, laundry rooms, and hallways. Areas are not accessible or sized properly for the number of persons using the facilities; this project will address building codes requirements. Traffic flow needs to be improved. An additional shower and restroom is needed. The existing public spaces of the Bilyeu Theater have received a wonderful and needed upgrade and now it is time to bring the under stage areas up to code. There is no back stage to the theater so that the basement areas receive a lot of use. This renovation includes major upgrades to mechanical, electrical plumbing, and egress systems so that this historic venue may continue to be used.

(B) What is the existing program and how will it be improved?

Health and safety of players using the Bilyeu theater will be accomplished.

(C) What will be the impact on your operating budget?

This project does not add square feet or functional space but will address safety concerns and install more easily maintained materials and facilities, equipment and lighting upgrades.

(D) What are the consequences if this project is not funded?

Unsafe conditions will continue and egress systems are not up to code.

ESTIMATED BUDGET:		FUNDING:	
Land	$	PBF	$ 1,300,000
A/E fees	$ 130,000	General Account	
Construction	$ 1,105,000	Agency Funds	
5% Contingency	$ 65,000	Federal Funds	
F F & E	$ 0	Other	
Other	$ 504,870		
Total	$ 1,300,000	Total	$ 1,300,000

ISU Project #: 300-14-006

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST

FY 2017

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University AGENCY PROJECT PRIORITY: 6

PROJECT DESCRIPTION/LOCATION: Replace HVAC, Fire Alarms, new ADA elevator and Restrooms/ Vocational Arts Building #46

CONTACT PERSON: Phil Moessner TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Vocational Arts building needs an ADA elevator. The Current lift is old and difficult to use and you have to exit the building and go outside to get into the lift enclosure.
HVAC units in the building are under-sized for the needs of the building occupants and cannot keep temperatures within standards for operation.
There are no ADA accessible Restrooms on the first floor of the building.
Access stairs to the second level need to be brought up to code.
Noisy HVAC units need to be isolated from building structures.
The main electrical feed and water service needs to be upgraded.
Nearly all finishes need to be replaced, ceilings, floors, asbestos remediated, and new lighting installed that meets code and is energy efficient.
This project addresses nearly half of the deferred maintenance needs identified in the building.

(B) What is the existing program and how will it be improved?

Code, Life, health and safety issues will be partially addressed.

(C) What will be the impact on your operating budget?

This project does not add square feet or functional space but will address safety concerns and install more easily maintained materials and facilities, equipment and lighting upgrades.

(D) What are the consequences if this project is not funded?

Unsafe conditions will continue and accessibility issues will not be addressed. Space utilization is low in this building because of the conditions. This will remain vacant.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	$1,745,842
A/E fees	$ 261,876	General Account	
Construction	$ 1,396,674	Agency Funds	
5% Contingency	$ 87,292	Federal Funds	
F F & E	$ 0	Other	
Other			
Total	$ 1,745,842	Total	$1,745,842

Agency Head Signature: _____

Date:_____

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OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: Research and Classroom Facility

Institution/Agency: University of Idaho

Brief Description:
The University of Idaho is currently in the process of the construction of the Integrated Research and Innovation Center (IRIC), a new research intensive facility comprised of sophisticated research laboratories to be located in the core of campus at the next of the College of Engineering, College of Science, College of Natural Resources and the College of Agricultural and Life Sciences. IRIC is to be completed in the fall of 2016, and it will be an exciting addition to the campus and to the university and carries with it the potential of driving the university's research profile to new heights.

The character and nature of the IRIC facility is focused on high-performance, research intensive laboratories, core laboratories to be available to all research units and researchers campus wide, collaborative spaces, etc. Precisely because IRIC is to be such a high-performance facility, it does not contain much in the way of office space and there is to be no classroom space. Including such spaces in such a systems and utilities intensive facility would not be an efficient use of resources.

Accordingly then, there is a need to provide spaces such as offices for additional research units and departments, space for grant driven activities, spaces for computational research activities, classrooms, seminar spaces, etc., in a location convenient to IRIC. These spaces will support learning, computational research, dissemination and transfer of knowledge and information, and other related support activities that may be related to, or a result of, the research activities housed within the IRIC facility. The Research and Classroom Facility will be comprised of such spaces and is to be located to the immediate southeast of IRIC on the east side of the Line Street Pedestrian Mall on the main campus of the University of Idaho.

Project Scope:	**NASF**	**GSF**
Building size:	TBD	40,000
Site and utility infrastructure		
Furnishings, Fixtures and Equipment		
All project fees and related expenses, to include the demolition of the existing structure(s) on site.		

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

Total Project Cost

Fund Source	Amount
Permanent Building Fund	$ 8,000,000
Federal Funds	$ 1,000,000
Bond Funds	$12,000,000
Gifted Funds	$ 3,000,000
Total:	$24,000,000

Previous Appropriations

Fund Source	Amount
All Sources	$ 0

Budget Year Request

Fund Source	Amount
Permanent Building Fund	$ 4,000,000

Date Approved by State Board of Education:
FY 2017 represents the second request for this facility.

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1. PROJECT DESCRIPTION AND JUSTIFICATION

The University of Idaho has a need to design and construct a Research and Classroom Facility on an existing site to the immediate southeast of the Integrated Research and Innovation Center (IRIC) on the main campus of the University of Idaho in Moscow, Idaho. This site is located in the core of the research neighborhood of the campus, adjacent not only to the new IRIC facility, but also to the College of Engineering, College of Science, and College of Natural Resources. The College of Agricultural and Life Sciences will be one building to the west, separated by IRIC itself.

The general intent of the Research and Classroom Facility is to provide space for learning, computational research, dissemination and transfer of knowledge and information, and other related support activities that may be related to, or a result of, the research activities housed within the IRIC facility. Because the IRIC is a high-performance, systems-intensive research facility with a resultant high initial cost on a unit basis, it is a much wiser use of resources and a more efficient investment to provide spaces for learning, computational research, dissemination and transfer of knowledge and information, and other related support activities in an adjacent, less systems-intensive facility.

The Research and Classroom Facility is envisioned to house offices, and office suites, computational research space, classrooms and other support spaces in an approximately

40,000 square foot facility located at the intersection of the 7th Street and Line Street pedestrian malls on the Moscow campus. This location will allow the Research and Classroom Facility to not only support the activities and research generated within IRIC, but will also allow it to support other activities and research with the Colleges of Engineering, Science, Natural Resources, and Agricultural and Life Sciences. Further it will support activities and Research from the Office of Research and the various institutes, as well as providing additional classroom stock available for general education classroom use.

2. PROJECT COMPONENTS

The preferred site for this Research and Classroom Facility is on the east side of the Line Street Pedestrian Mall, a major north/south pedestrian circulation spine on campus, just down the hill from the Idaho Commons. A portion of the site is currently vacant, as the old 5kW electrical substation was on the site prior to its demolition a few years ago. The remainder of the site currently old the existing NAMEC facility. NAMEC is a wood framed, surplus WWII era building long slated for demolition and removal in the university's Long Range Campus Development Plan (LRCDP). NAMEC is currently occupied by the Native American Education Center and by the College Assistance Migrant Program (CAMP). Both of these functions will require relocation to a site as yet to be determined. The site is further bounded by the College of Science Building to the east, the Food Research Center to the south and the 7th Street Pedestrian Mall and the college of Engineering to the north. The site is sloped south to north and offers the opportunity for views to the north.

As mentioned, the Research and Classroom Facility is envisioned to be 40,000 square feet, minimum. It is envisioned of phase 1 of a 2 phase effort. A second phase of an additional 40,000 square feet to the south is envisioned at a yet to be determined point in the future.

Spaces within the Research and Classroom Facility will include, but may not necessarily be limited to:

- faculty offices and office suites that allow for small scale departments and research institutes to be house together in a collaborative fashion;
- computational research spaces;
- collaborative, technology rich classroom, constructed along the model of spaces prototyped in Renfrew Hall and the Teaching and Learning Center by the University of Idaho in 2013;
- research collaboration spaces and seminar rooms;
- Graduate and Research Assistant spaces;
- and other specialty research and research support spaces as determined to be required.

The Research and Classroom Facility will be designed and constructed in such a manner to support the potential future expansion of the building to accommodate additional academic programs and needs. Such additional program space would possibly include a tiered classroom, various breakout rooms, as well as reception and kitchen/dining services. The date of any such future expansion is yet to be determined and would be subject to further review and approval of the Board of Regents.

3. ALTERNATIVES

Three alternatives have been studied to date.

Alternative 1: Include This Scope within the IRIC Facility Currently Under Design and Construction

This alternative would have entailed including many, more office, office suites, classrooms, seminar rooms, etc. within the scope of the Integrated Research and Innovation Center (IRIC) currently under design and construction and schedule to open in 2016. This alternative would have placed these spaces in a systems-intensive, high-performance facility. These spaces do not need to be in such a high-performance facility and placing them there would be an inefficient use of resources. The alternative also represents a poor choice in terms of opportunity costs as these spaces would by necessity would reduce the number and size of the research laboratories and core laboratories that could be constructed within IRIC. 40,000 sf of office, office suites, classrooms, seminar rooms, etc., as described herein, and added to the IRIC scope as currently in design, would create structure too large for the IRIC site.

In addition, the IRIC facility is a $52 mil effort, the largest single design and construction effort ever accomplished by the University of Idaho on a total dollars basis. Adding an additional scope of $24 mil would have created an untenable and infeasible project. The university rejected this alternative.

Alternative 2: Construct Separate, Dispersed Research and Classroom Spaces in existing Buildings

This alternative consists of an attempt to identify and construct the spaces as described herein in separate, exiting facilities dispersed across campus. The university simply does not have an existing stock of unused or underused space(s) to support this alternative. Space is at a premium on campus and existing programs are often forced into inadequate space. New programs are often denied space requested for their needs. Space is an extremely limited, and limiting, resource in the current campus environment. In addition, this approach does not readily support interdisciplinary interaction and collaboration The university rejected this alternative.

Alternative 3: Construct a Research and Classroom Facility

This option would entail constructing a single facility adjacent to the site of the IRIC facility and within immediate adjacencies of the structures that comprise the research neighborhood in the core of the Moscow Campus. Overall project expenses are expected to be less under this approach since there will be only one site and construction of a single building allows elimination of unnecessary duplication of building systems. Placing these spaces in a less systems-intensive structure will also reduce costs. Combining these spaces in a single structure will also increase collaboration amongst research and research support units. This is the university's preferred alternative.

4. VACATED SPACE

In the main, the Research and Classroom Facility is envisioned as new space to satisfy both existing, pent-up needs that are currently insufficiently housed into inadequate conditions on a "make-do" basis, and to satisfy projected research needs and support needs generated by the IRIC facility to be opened in 2016. Accordingly, there is little to no vacant space generated by

this request. Space currently used for instructional laboratories and some research laboratories that may be vacated may be reused to meet additional laboratory space demand. Other prospective uses of vacated space may be for offices and specialized learning areas including computer laboratories, seminar areas, team and group rooms, etc.

As mentioned hereinbefore, however, the design and construction of the Research and Classroom Facility on the selected site will require the demolition and removal of the existing, wood-framed NAMEC building. NAMEC is in poor repair and it is a structure that is of an inefficient size which vastly under-utilizes the site. The NAMEC building is listed as a structure to be removed under the university's adopted Long Range Campus Development Plan (LRCDP). NAMEC is currently occupied by two units and those units will need to be deployed elsewhere on campus as a part of the development of the Research and Classroom Facility. One possible option to be considered is placing these units within the new Research and Classroom Facility, however, the final location for these units is yet to be determined.

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SET A
PROJECT APPROVAL FORM

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: Research and Classroom Facility

Building Statistics:
NASF: TBD
GSF: 40,000
Net to Gross Target 75%

		Estimated Total Cost	Prior to Budget Year	1st Year FY17	2nd Year FY18	3rd Year FY19	4th Year FY20	5th Year FY21	6th Year FY22
PROJECT SUMMARY:									
A.	Arch. & Engr. (Project Planning & Pre-Design)	200,000	0	200,000	0	0			
	Schematic Design	266,500	0	266,500	0	0			
	Design Development	355,400	0	355,400	0	0			
	Construction Documents*	710,800	0	476,236	234,564	0			
	Construction Supervision**	444,200	0	0	146,586	297,614			
B.	Asbestos Abatement Arch/Eng/Hygienist Fees	15,000	0	15,000	0	0			
C.	Tests, Permits, Fees, Etc.	50,000	0	25,000	25,000	0			
	SUBTOTAL ARCH. & ENGR.	2,041,900	0	1,338,136	406,150	297,614			
D.	Moving, Administration	15,000	0	5,000	0	10,000			
E.	Asbestos Abatement	35,000	0	0	35,000				
F.	Construction*** (Preliminary Estimate)	18,319,100	0	0	6,045,303	12,273,797			
G.	Furnishings/Moveable Equipment	1,522,200	0	0		1,522,200			
H.	Contingency (Project)	2,066,800	0	413,360	826,720	826,720			
	TOTAL PROJECT REQUEST	24,000,000	0	1,756,496	7,313,173	14,930,331			
SOURCE OF FUNDS:									
	Permanent Building Fund	8,000,000	0	4,000,000	4,000,000	0			
	General Education								
	Federal	1,000,000	0	0	1,000,000	0			
	Bond Sale	12,000,000	0	0	12,000,000	0			
	Bond Reserve								
	Parking Funds								
	Housing/Food Service Revenue								
	Other Funds, including Gifts (UI Funds)	3,000,000	0	0	3,000,000	0			
	TOTAL	24,000,000	0	4,000,000	20,000,000	0			

Utilities	TBD
Custodial	TBD
Repairs & Maintenance	TBD

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.) General Education

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Preliminary Estimate (Inc. Const Contingency)

Proposed Research and Classroom Facility – Architectural Student Concept

University of Idaho
A LEGACY OF LEADING

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CAPITAL BUDGET REQUEST
FY 2017
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: **Lewis-Clark State College** AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: Living and Learning Complex

CONTACT PERSON: Chet Herbst TELEPHONE: 792-2240

PROJECT JUSTIFICATION:

(A) **Concisely describe what the project is**. Request is for a new, combined-use residential and classroom facility. The entire facility would be approximately 25,000 sq. ft. of which the College-funded dormitory space would approximately 22,000 sq. ft. and the classroom area approximately 3,000 sq. ft. Agency funding would cover all dormitory-related areas of the facility. The classroom section (four general purpose classrooms which will serve the entire campus) would be covered by PBF dollars ($650,000 which amounts to 10.4% of the total project). The new facility (estimated 90 bed spaces and 4 classrooms) would enable LCSC to: 1) keep pace with steadily growing residential student enrollment, 2) retire and/or re-purpose dilapidated, sub-standard dorm units, and 3) provide additional multi-purpose classroom space to support instructional programs.

(B) **What is the existing program and how will it be improved?** LCSC's residential student population has grown significantly over the past ten years. Students are currently housed in four College-owned residence halls, including Talkington Hall (built in 1930), Clark Hall (1951), Parrish House (1956), and our only modern dormitory, Clearwater Hall (2006). Current housing will accommodate only 311 students. We have a significant waiting list at the current time and have completely filled all units, including our off-campus, College-owned units. We have doubled up students where possible in rooms designed for single occupancy. Students from out of the local area who desire to enroll in LCSC programs may choose not to attend the College if suitable, safe dormitories are not available. Bringing the new living and learning facility on board will provide safe, efficient, no-frills housing for our students, expand our classroom capacity, and enable us to re-purpose older units for offices and other suitable uses.

(C) **What will be the impact on your operating budget?** Costs of operating the dormitory portion of the facility will be covered by rent collected from student residents. Oversight of student residents will be provided by Residence Advisors (RAs) who are compensated by receiving free rooms. Custodial and upkeep costs for the classroom section of the facility would be offset with occupancy costs and institutional revenues.

(D) **What are the consequences if this project is not funded?** Without a newer facility of the type requested, access for current and future out-of-area students who seek degrees/certificates at LCSC would be limited. For first year and continuing students, the positive living and learning environment which is possible in a residential facility with integrated classrooms helps recruit and retain students and increases students' opportunities for engagement and motivation. If PBF dollars were not available to support the classroom portion of the project, the College would need to press ahead using agency funds to meet student housing needs.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land	$0	PBF	$650,000
A/E fees	$312,000	General Account	$0
Construction	$5,505,000	Agency Funds	$5,600,000
5% Contingency	$313,000	Federal Funds	$0
F F & E	$120,000	Other	$0
Other	$0		
Total	$6,250,000	Total	$6,250,000

Agency Head Signature: _____

Date: _____

AGENCY: **Lewis-Clark State College**	AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Automotive Technology Facility Expansion

CONTACT PERSON: Chet Herbst	TELEPHONE: 792-2240

PROJECT JUSTIFICATION:

(A) **Concisely describe what the project is.** Request is for expansion of approximately 9,000 to 12,000 additional square feet to support LCSC's highest demand automotive technology programs. The expansion would take place in the Wittman Complex, in support of our ongoing Auto Mechanics Technology, Collision Repair, and Diesel Technology programs. This upgrade to the existing facilities would enable the College to increase the capacity as well as the efficiency and quality of this group of its Professional-Technical Education programs. LCSC would provide $500,000 in agency funds to leverage the impact of the requested $2,000,000 in PBF dollars

(B) **What is the existing program and how will it be improved?** LCSC's automotive technology programs have been very successful in training students for productive careers in industry. However, access to these programs has reached its limit due to physical limitations and capacity of current work stations and laboratory areas. The requested additional floor space will enable expansion of technical training in these high demand areas.

(C) **What will be the impact on your operating budget?** Operational costs (including custodial support) for the expanded facility will be absorbed from LCSC's current operational budget—net fiscal impact will be positive, since additional revenue-generating students will be able to enroll in the program.

(D) **What are the consequences if this project is not funded?** Without the requested expansion of the automotive technology space in Wittman Complex, enrollment in these programs will continue to be capped below actual demand levels, and students/staff will continue to operate in cramped and inefficient work areas.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:	FUNDING:

Land	$0	PBF	$2,000,000
A/E fees	$125,000	General Account	$0
Construction	$1,750,000	Agency Funds	$500,000
5% Contingency	$125,000	Federal Funds	$0
F F & E	$500,000	Other	$0
Other	$0		
Total	$2,500,000	Total	$2,500,000

Agency Head Signature: _____

Date: _____

Capitol Budget Request
Six Year Capital Plan FY 2017 - 2022
Capital Improvement

Agency:	College of Western Idaho	Agency Project Priority: 1

Project Description/Location:	Health Sciences Building	Nampa Campus

Contact Person	Craig Brown	562-3279 ph

Project Justification

(A) Concisely describe the Project

New 80,072 s.f. Health Sciences Building. Existing CWI programs to be housed in this building include: dental assist, surgical technician, nursing (associate and assistant), paramedics, etc. Will include biology / chemistry labs, classrooms , study and common areas for students and faculty offices.

(B) What is the existing program and how will it be improved?

Currently, CWI has health science programs and course offerings spread across the two-county area. There is a strong need to consolidate courses and programs to allow students and faculty to focus their efforts, and to be in synergy with local health care providers. This will allow for more effective use of clinical sites.

(C) What will be the impact on your operating budget?

Impact will be additional utility, custodial and maintenance costs. CWI will request occupancy costs through a future State Board of Education and Governor/Legislative process, but will be prepared to use existing tuition revenue to maintain the new facility, if needed.

(D) What are the consequences if this project is not funded?

CWI would continue to offer health sciences and related courses at a variety of campus and center locations spread across Ada and Canyon counties.

Estimated Budget:			**Funding:**		
Land			PBF	$	34,840,000
A / E Fees	$	2,680,000	General Account		
Construction	$	26,800,000	Agency Funds		
5% Contingency	$	1,340,000	Federal Funds		
FF&E	$	4,020,000	Other		
Other					
Total	$	34,840,000	**Total**	$	34,840,000

Agency Head Signature: _____

Date: _____

Capitol Budget Request
Six Year Capital Plan FY 2017 - 2022
Capital Improvement

Agency:	College of Western Idaho	Agency Project Priority: 2

Project Description/Location:	Student Center Building	Nampa Campus

Contact Person	Craig Brown	562-3279 ph

Project Justification

(A) Concisely describe the Project

The Student Center Building will be located on the CWI Nampa campus and will establish a campus core focal point as outlined in the campus master plan. Completed programming reflects a 160K s.f. building that includes key services and functions including; Student Services and Resource Center, Library / Learning Commons, Food Service, Culinary Arts Center, Retail Services including Bookstore and Conference / Commons spaces.

(B) What is the existing program and how will it be improved?

The Nampa campus currently lacks services and programs which are needed to serve a rapidly growing student population. The existing library and bookstore are not on campus and are undersized for the student population served. The Culinary Arts program is currently located on the BSU campus and would be relocated and expanded to support food service and convention center activities.

(C) What will be the impact on your operating budget?

Additional operating costs will be incurred related to utilities and maintenance. Some costs will be offset through relocation of some services and programs including Culinary Arts program from BSU which will eliminate rent. Additionally, some revenue would be generated to support operations of the facility through retail and convention services.

(D) What are the consequences if this project is not funded?

A Dormitory Commission has been established and will provide a portion of the funding as reflected under Agency Funds. If the balance is not funded, additional student fee funding may have to occur and it is likely the timing of the project would be delayed. The project scope would be impacted and might include not providing some services. Additionally, relocating the Culinary Arts program from BSU would not occur as planned.

Estimated Budget:			**Funding:**		
Land			PBF	$	21,000,000
A / E Fees	$	3,600,000	General Account		
Construction	$	36,000,000	Agency Funds	$	24,000,000
5% Contingency	$	1,800,000	Federal Funds		
FF&E	$	3,600,000	Other		
Other					
Total	$	45,000,000	**Total**	$	45,000,000

Agency Head Signature: _____

Date: _____

BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY & UNIVERSITY OF IDAHO

SUBJECT

University National Collegiate Athletic Association (NCAA) Academic Progress Rate (APR) Scores

BACKGROUND/DISCUSSION

The APR is determined by using the eligibility and retention for each student-athlete on scholarship during a particular academic year. Student-athletes are awarded points for each semester they are enrolled and for each semester they are eligible for intercollegiate competition. The single and multi-year APR is determined as a percentage of points earned divided by total points possible for that cohort with the resulting number multiplied by 1000.

The NCAA instituted the APR requirements beginning in the 2003-04 academic year. Since Fall 2007, the APR has been calculated based on four years of data. The most current year's data is added and the oldest year is removed to create a four-year rolling rate. The benchmark minimum score for each sport is 930.

IMPACT

Contemporaneous financial aid penalties can be applied if an athletic team's multi-year APR score is below 930. Teams that fall under the contemporaneous penalties risk the loss of future scholarships.

This is the ninth year institutions will be subject to historically based penalties. In the first stage of that structure, teams with single-year APRs below 900 receive a public warning. If those same teams continue to fall below the 900 cut score, they will be subject to a variety of playing and practice season restrictions, based on a formula that includes a measurement of the team's improvement over the last several years. If a team's multi-year APR falls below 930, they do not meet the minimum standard to compete for post season competition. Additionally, they incur a penalty that can vary anywhere from playing and practice restrictions to loss of scholarships.

After public warnings, penalties become progressively more severe, culminating in banning teams from postseason play.

ATTACHMENTS

Institution narrative and NCAA 2013 – 2014 Academic Progress Rates

Boise State University APR Report Page 3
Idaho State University APR Report Page 9
University of Idaho APR Report Page 15

STAFF COMMENTS AND RECOMMENDATIONS

Each institution provided a statement regarding APR and how the NCAA requirement affects the institution. Following the statement from each institution are the NCAA APR sheets for all sports at that institution.

Continuing to increase the incentive for academic achievement will help place a higher priority on the life-learning needs of the student-athletes.

BOARD ACTION

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

Boise State University
Spring 2015 NCAA Academic Progress Rate (APR) Report Summary

Ten Boise State athletic teams posted perfect single-year Academic Progress Rate (APR) scores for the 2013-14 academic year, up from nine in 2012-13.

Boise State's men's basketball, women's cross country, men's golf, women's golf, gymnastics, swimming & diving, men's tennis, women's tennis, women's track and field (outdoor) and wrestling programs recorded perfect single-year scores of 1000 during 2013-14.

For women's golf, the perfect single-year score is the fourth straight, while it is the third-straight single-year perfect score for both men's and women's tennis. Volleyball, women's golf and women's tennis each recorded perfect multi-year APR scores, tying for first nationally amongst their respective sports and leading the Mountain West.

The Boise State football team, which recorded a single-year APR score of 973, ranked tied for 10th nationally amongst Football Bowl Subdivision schools with a multi-year APR of 981. The football team has ranked in the top-10 nationally in each of the last five releases of the multi-year APR.

The Broncos' football, women's golf, women's tennis and volleyball teams each earned Public Recognition Awards for having multi-year APR scores in the top-10 percent of their respective sports nationally. The football program is one of only five in the country to receive a Public Recognition Award in each of the last five years, a list that also includes Clemson, Duke, Northwestern and Rutgers. Women's golf has received the award each of the last two years.

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2013 - 2014 NCAA Division I Academic Progress Rate
Public Report

Institution: Boise State University

Date of Report: 05/26/2015

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2010-11, 2011-12, 2012-13 and 2013-14 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups. National aggregates are based on all squads that have certified their academic data as final.

Sport (N)	Multiyear APR	2013-2014 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (300)	NA	NA	NA	NA	969	965	977	972	969	967
Basketball (350)	951	1000	30th-40th	10th-20th	961	958	967	965	957	962
Cross Country (315)	945	824	10th-20th	1st-10th	977	973	986	981	975	976
Football (249)	981	973	90th-100th	40th-50th	956	952	966	961	952	NA

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of teams represented.

[1] Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

[2] Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

[3] Denotes APR that does not subject the team to ineligibility for postseason competition due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

[4] Denotes APR that does not subject the team to penalties due to the team's demonstrated academic improvement.

[5] Denotes APR that does not subject the team to penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

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[10] Denotes APR that [illegible] APR [illegible]

2013 - 2014 NCAA Division I Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/26/2015

Sport (N)	Multiyear APR	2013-2014 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Fencing (18)	NA	NA	NA	NA	985	975	989	979	990	986
Golf (302)	950	1000	1st-10th	10th-20th	979	976	986	983	976	978
Gymnastics (15)	NA	NA	NA	NA	982	981	984	985	976	941
Ice Hockey (59)	NA	NA	NA	NA	985	982	988	986	992	980
Lacrosse (67)	NA	NA	NA	NA	976	973	977	984	972	976
Skiing (11)	NA	NA	NA	NA	982	978	989	987	987	968
Soccer (203)	NA	NA	NA	NA	971	966	976	971	974	970
Swimming (135)	NA	NA	NA	NA	979	974	986	979	982	977
Tennis (261)	975	1000	30th-40th	30th-40th	978	975	982	980	975	979
Track, Indoor (259)	950	889	10th-20th	10th-20th	967	964	976	971	966	969
Track, Outdoor (280)	948	889	10th-20th	1st-10th	970	966	978	973	968	971
Volleyball (22)	NA	NA	NA	NA	984	981	988	984	985	982
Water Polo (22)	NA	NA	NA	NA	985	980	988	988	992	978
Wrestling (77)	969	1000	50th-60th	20th-30th	963	963	964	968	962	962
By Sport - Women's										

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2013 - 2014 NCAA Division I Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/26/2015

Sport (N)	Multiyear APR	2013-2014 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Basketball (348)	974	966	30th-40th	30th-40th	975	972	983	975	977	975
Bowling (32)	NA	NA	NA	NA	975	973	979	991	970	980
Cross Country (346)	963	1000	1st-10th	20th-30th	986	983	991	987	984	986
Fencing (22)	NA	NA	NA	NA	986	972	993	982	993	984
Field Hockey (78)	NA	NA	NA	NA	988	986	990	986	991	985
Golf (263)	1000	1000	90th-100th	90th-100th	987	985	991	991	984	984
Gymnastics (61)	974	1000	10th-20th	30th-40th	991	991	993	991	994	992
Ice Hockey (35)	NA	NA	NA	NA	990	987	991	991	993	987
Lacrosse (103)	NA	NA	NA	NA	988	986	990	993	987	986
Rowing (87)	NA	NA	NA	NA	988	986	989	986	990	989
Skiing (12)	NA	NA	NA	NA	987	983	992	980	992	988
Soccer (329)	996	985	80th-90th	80th-90th	984	982	988	986	983	984
Softball (293)	987	974	50th-60th	60th-70th	981	978	988	985	977	982
Swimming (197)	995	1000	70th-80th	80th-90th	988	986	990	988	989	986
Tennis (322)	1000	1000	90th-100th	90th-100th	985	983	990	988	983	986

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2013 - 2014 NCAA Division I Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 05/26/2015

Sport (N)	Multiyear APR	2013-2014 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Track, Indoor (320)	964	992	10th-20th	20th-30th	980	977	987	981	978	982
Track, Outdoor (331)	977	1000	30th-40th	40th-50th	981	978	988	982	980	983
Volleyball (333)	1000	979	90th-100th	90th-100th	983	981	989	985	982	983
Water Polo (32)	NA	NA	NA	NA	987	981	993	988	989	986
By Sport - Co-Ed										
Rifle (22)	NA	NA	NA	NA	980	978	1000	979	981	NA

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Idaho State University
Spring 2015 NCAA Academic Progress Rate (APR) Report Summary

The 2013-14 one year score for the whole department ties the highest score ever at 983 (2011-12). The 983 score was up 20 points from the 2012-13 score of 963. The one year Eligibility score was the highest ever for the department with a score of 984 and the one year Retention score was also the highest ever for the department with a score of 977.

- 7 of ISU's 15 teams scored a perfect 1000
  - Women's Golf had their fifth perfect 1000 single-year score in the last 5 years and their 6th in the last 7 years. The four-year average for Women's Golf remains at a perfect 1000.
  - Men's Cross Country rebounded from their second worst year ever in 2012-13 to achieve their 7th single year 1000 in the 10 year history of the APR. Their four year score is at a 981. However, with the upper confidence boundary statistical adjustment for having less than 30 members in the cohort for the four year average, they have a four year score of a 995.
  - Men's Tennis had a perfect 1000 for their one year score to move their four year score to a 937.
  - Women's Basketball achieved a 1000 for their one year score which is the second 1000 for them in the last 3 years. Their four year score is now a 986.
  - Softball had a perfect 1000 for the second year in a row which bumps their four year score to a record 981.
  - Volleyball achieved a perfect 1000 for the 5th time in the 10 year history of the APR. The four year score for volleyball is at a 990 which ties their record for the highest four year score for them (2012-13).
  - Women's Tennis achieved a perfect 1000 for the second year in a row and for the 3rd time in the past 4 years. The 4 year score for Women's Tennis is a perfect 1000.

The 2013-14 four-year average for the whole department was the highest ever at 973 up from last year's record of 963. The four year Eligibility score was the highest ever for the department with a score of 970 and the four year Retention score was also the highest ever for the department with a score of 962

- Football had a one year score of 960 (the 3rd highest ever for Football). The four year score for football is now a 962 which is a four year record for them. The previous record was 941 for the 2009-13 four year period.
- Women's Basketball achieved a record four year score for them at a 986. The previous record was 976 for the 2009-13 four year period.
- Men's Basketball achieved a record four year score for them at 942. This is the first time for Men's Basketball to have their four year score above a 930. Their previous high for a four year score was 923 for the 2006-10 four year period.

- Men's Cross Country was given an upper confidence boundary statistical adjustment so their four year score is a 995 now.
- Men's Track Indoor achieved their highest four year Eligibility score at 962. However, their overall four year score was two points below their record of 974 (972).
- Men's Track Outdoor achieved their highest four year Eligibility score at 964.
- Women's Soccer's four year score of 981 ties last year's four year score which is a four year score record for them.
- Women's Tennis achieved their highest four year score with a 1000. The previous record was 972 for the 2009-13 four year period.
- Women's Track Indoor and Women's Track outdoor achieved their highest four year score with a 981. The previous record for Women's' Track Indoor was 974 and for Women's Track Outdoor was 975 both from the 2009-13 four year period.
- **For the first time in the history of the APR, four year scores for all of the teams at ISU are above the 930 mark.**

Summary

- 6 teams made 1 year improvements from the year before (Men's Cross Country, Men's Tennis, Men's Track Indoor, Men's Track Outdoor, Women's Basketball, Volleyball)
    - 2 teams (Women's Golf and Softball) had the same 1 year score, a perfect 1000, as the 2012-13 school year.

- 12 Teams Made 4 year improvements from the year before. (Men's Basketball, Men's Cross Country, Football, Men's Tennis, Men's Track Indoor, Men's Track Outdoor, Women's Basketball, Women's Cross Country, Softball, Women's Tennis, Women's Track Indoor, Women's Track Outdoor)
    - Women's Golf can't go any higher because they have a four year score of 1000 the last two years.
    - Women's Soccer stayed the same at 981
    - Volleyball stated the same at 990

- 7 teams saw a decrease in their 1 year scores (Men's Basketball, Football, Women's Cross Country, Women's Soccer, Women's Tennis, Women's Track Indoor, Women's Track Outdoor)

- 0 teams saw a decrease in their 4 year scores

NCAA Division I 2013 - 2014 Academic Progress Rate Institutional Report

Institution: Idaho State University

Date of Report: 11/17/2014

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2010-11, 2011-12, 2012-13 and 2013-14 academic years. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2013 - 2014 (N)	Multiyear Rate	2013 - 2014	Multiyear Rate	2013 - 2014
Men's Basketball	947 (48)	N/A	981 (13)	958	1000	926	962
Men's Cross Country	981 (27)	995	1000 (7)	963	1000	981	1000
Football	962 (297)	N/A	960 (78)	949	949	946	964
Men's Tennis	937 (36)	N/A	1000 (8)	969	1000	903	1000
Men's Track, Indoor	972 (111)	N/A	991 (28)	962	1000	967	981
Men's Track, Outdoor	973 (115)	N/A	991 (28)	964	1000	968	981
Women's Basketball	986 (58)	N/A	1000 (16)	991	1000	972	1000
Women's Cross Country	970 (75)	N/A	976 (32)	960	984	973	968
Women's Golf	1000 (31)	N/A	1000 (6)	1000	1000	984	1000
Women's Softball	981 (68)	N/A	1000 (19)	985	1000	977	1000
Women's Soccer	981 (99)	N/A	977 (23)	995	977	961	953

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NCAA Division I 2013 - 2014 Academic Progress Rate Institutional Report

Institution: Idaho State University

Date of Report: 11/17/2014

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2013 - 2014 (N)	Multiyear Rate	2013 - 2014	Multiyear Rate	2013 - 2014
Women's Tennis	1000 (29)	1000	1000 (8)	1000	1000	981	1000
Women's Track, Indoor	981 (150)	N/A	988 (43)	973	988	976	976
Women's Track, Outdoor	981 (152)	N/A	988 (43)	973	988	976	976
Women's Volleyball	990 (51)	N/A	1000 (12)	990	1000	990	1000

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University of Idaho

Spring 2015 NCAA Academic Progress Rate (APR) Report Summary

The University of Idaho sponsors 16 NCAA sports and of those, 13 currently maintain a 4-year average of at least 940. Football and Men's Golf are the only sports below 930. Football has an 896 four-year average which is a 5-point decrease from the prior four-year average. Men's Golf has a four-year average of 926 which is a 4-point decrease from the previous four-year average.

- Idaho's average APR score, by sport, is 955.23. That is a decrease of 3.5 points compared to the prior four-year average.
- The decrease in the Football APR score was the result of losing a score of 972 from 2009-10 which was replaced with a score of 948 in 2013-14. However, the single year average for the football team increased by 110 points from 2012-13. This is the result of Coach Petrino's hard work implementing an APR improvement plan. He continues to recruit quality students and is dedicated to the academic success of his student-athletes. He is working diligently along with Athletic Academic Services to develop stronger study skills and encourage better academic performance. The team incurred level-one penalties in 2014-15, but has received a conditional waiver for the level-two penalties pending a 940 single-year APR in 2014-15 and a single-year eligibility rate of 940 in 2014-15 and implementing its improvement plan.
- Though the Men's Golf team replaced a score of 1000 in 2009-10 with a score of 1000 in 2013-14, the lack of a bonus point for 2013-14 that was present in the 2009-10 APR resulted in a decrease in the team's multiyear APR. The team has shown a steady increase in APR since 2010-11 but will still incur a level-one penalty and loss of access to post-season for 2015-16. The penalty for a level-one violation is to limit practice sessions to 5 days a week and a maximum 16 hours of countable activity per week. The team must also dedicate 4 hours per week to academic enhancement. Coach Means is already working with Athletic Academic Services to incorporate an improvement plan.

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NCAA Division I 2013 - 2014 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/10/2015

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Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2013 - 2014 (N)	Multiyear Rate	2013 - 2014	Multiyear Rate	2013 - 2014
Men's Basketball	943 (52)	N/A	942 (13)	970	962	915	923
Men's Cross Country	929 (25) [5] [3]	965	935 (8)	880	875	979	1000
Football	896 (346) [9]	N/A	948 (86)	871	938	913	938
Men's Golf	926 (37) [9]	N/A	1000 (9)	913	1000	940	1000
Men's Tennis	950 (38)	N/A	944 (9)	957	944	915	944
Men's Track, Indoor	956 (59)	N/A	949 (21)	912	875	982	1000
Men's Track, Outdoor	948 (75)	N/A	952 (22)	897	881	979	1000
Women's Basketball	948 (58)	N/A	1000 (12)	981	1000	915	1000
Women's Cross Country	972 (37)	N/A	1000 (11)	972	1000	972	1000
Women's Golf	1000 (32)	N/A	1000 (8)	1000	1000	1000	1000

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NCAA Division I 2013 - 2014 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/10/2015

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2013 - 2014 (N)	Multiyear Rate	2013 - 2014	Multiyear Rate	2013 - 2014
Women's Soccer	983 (92)	N/A	978 (25)	994	1000	971	957
Women's Swimming	952 (93)	N/A	920 (27)	944	940	955	900
Women's Tennis	960 (33)	N/A	1000 (8)	968	1000	952	1000
Women's Track, Indoor	957 (91)	N/A	967 (24)	943	957	972	978
Women's Track, Outdoor	956 (89)	N/A	967 (24)	942	957	971	978
Women's Volleyball	965 (51)	N/A	979 (12)	930	917	990	1000

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SUBJECT

Board Policy V.K. – Construction Projects – second reading

REFERENCE

June 2014	The Idaho State Board of Education (Board) approved second reading of proposed amendments to policy.
June 2015	Board approved first reading of proposed amendments to policy.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

Pursuant to Board policy, the Board annually reviews and approves the institutions' six-year capital construction plans. All major capital projects also require prior Board approval. Some institutions present proposed capital projects within the scope of a Campus Master Plan (CMP), but this has not always been the case. Current Board policy does not require an institution to have an approved CMP.

At the April 2015 Board meeting Board staff commented that Board review and approval of campus master plans is a best practice and recommended that Board policy be amended to require institutional master plans (including expansion zones if applicable) be approved by the Board. The Board concurred and directed staff to bring forward such a requirement in the form of a policy.

IMPACT

Proposed amendments to Board policy V.K. would require an institution to develop a long range Campus Master Plan and submit it to the Board for approval. This will ensure the Board is apprised of current and long-term initiatives when reviewing major capital projects.

ATTACHMENTS

Attachment 1 – Board policy V.K. – second reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

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) still must be complied with in order to implement the projects contemplated in a master plan.

Minor revisions based on feedback from the Board and institutions include replacing "long range" with "7-15 years" in order to better define the length and scope of the plans. The other revision adds the six-year capital construction plan to the areas of emphasis which the campus master plan should consider.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board policy V.K., Construction Projects, as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: K. Construction Projects **June 2014**

1. Authorization Limits

   Without regard to the source of funding, before any institution or agency under the governance of the Board begins to make capital improvements, either in the form of alteration and repair to existing facilities or construction of new facilities, it must be authorized based on the limits listed below. Projects requiring executive director or Board approval must include a separate budget line for architects, engineers, or construction managers and engineering services for the project cost.

Project Originally Authorized By	Original Project Cost	Cumulative Value of Change(s)	Aggregate Revised Project Cost	Change Authorized By
Local Agency	< $500,000	Any	< $500,000	Local Agency
Local Agency	< $500,000	Any	$500,000-$1,000,000	Executive Director
Local Agency	<$500,000	Any	> $1,000,000	SBOE
Executive Director	$500,000-$1,000,000	<= $500,000	<= $1,000,000	Local Agency
Executive Director	$500,000-$1,000,000	Any	>$1,000,000	SBOE
SBOE	> $1,000,000	<$500,000	Any	Local Agency
SBOE	> $1,000,000	$500,000-$1,000,000	Any	Executive Director
SBOE	> $1,000,000	>$1,000,000	Any	SBOE

2. Major Projects - Capital Construction Plans

   a. Institutions and agencies under the governance of the Board wishing to undertake capital construction projects shall submit to the Board for its approval a six-year capital construction plan (the "Plan"). The Plan shall span six fiscal years going forward starting at the fiscal year next. The Plan shall include only capital construction projects for which the total cost is estimated to exceed one million dollars ($1,000,000) without regard to the source of funding (hereinafter, "major projects"). A Plan shall constitute notice to the Board that an institution or agency may bring a request at a later date for Board approval of one or more of the projects included in its approved Plan. Board approval of a Plan shall not constitute approval of a project included in the Plan.

   b. Before any institution or agency under the governance of the Board solicits, accepts or commits a gift or grant in support of a specific major project, such project must first be included on the institution's or agency's Board-approved six-year Plan.

   c. If a major project is not included in a Plan and an institution or agency under the governance of the Board desires to obtain approval of the major project, before

seeking approval, it shall first bring an amended plan to the Board for approval at a regularly scheduled meeting of the Board. If a potential donor offers an unsolicited gift to an institution or its affiliated foundation in support of a major project which is not in an institution's or agency's Plan, prior to acceptance of the gift, the institution or agency shall notify the Board's executive director in writing of the offer, which notice shall include an explanation and justification for the exigency; a detailed statement of purpose and fiscal impact; and a summary of the terms and conditions of the gift. This notice shall also certify to the executive director that the donor understands and acknowledges that construction of the major project is subject to the review and approval of the Board.

3. Major Projects Approval Process - Design-Bid-Build Projects

a. Planning and Design
Board approval is required before any institution or agency begins planning and design on a major project carried out under the traditional "design-bid-build" method. For design-bid-build projects, planning and design encompasses the preparation of architectural and engineering documents and associated budget and schedule information through the completion of the construction documents for bidding. This approval may not be requested concurrently with any other step in the major project approval process. As part of the Board's approval process for planning and design, the Board may request the institution or agency to submit a preliminary project budget and financing plan (including pro forma financials, debt/operating expenses ratios, pledges, strategic facilities fees, and other material financial information).

b. Major Project Approval Process – Project Budget and Financing Plan
Board approval of a project budget and financing plan (including pro forma financials, debt/operating expenses ratios, pledges, strategic facilities fees, and other material financial information) is required for a major project. This approval may be requested only after completion of the design and planning process and may be requested concurrently with approval for construction.

c. Major Project Approval Process –Construction
Board approval is required to proceed with the construction of a major project. In order to obtain Board approval for construction of a major project, the Board must approve the project budget and financing plan. This approval may be requested concurrently with approval of the project's budget and financing plan.

d. Major Project Approval Process – Final Approval – Financing and Incurrence of Debt

Board approval for financing capital projects via the issuance of bonds, or incurrence of any other indebtedness, is required pursuant to Board policy V.F. for a project that has previously received approval for construction. (All other projects financed entirely without indebtedness do not need separate approval for financing.) The Board will not

consider concurrent requests for approval for construction and debt financing for the same project. Therefore, institutions seeking approval for project debt financing must bring a request for said approval to a Board meeting subsequent to the meeting at which project construction is approved.

4. Design-Build Projects

   Although design and build projects are performed by one team, design-build contracts can also allow a series of options to proceed (or not) at the design phase and at the construction phase. The approval process for major projects using a design-build contract shall be the same as the approval process required for a design-bid-build contract. Board approval shall first be required to undertake the design and planning phase, including selection of the design-build team. For purposes of such approval, the Board may request a preliminary project budget and financing plan. This approval may not be obtained concurrently with subsequent required approvals. Once the design-build team completes the design and construction cost estimates, the institution or agency must then obtain Board approval of the project budget and financing plan and of construction of the project. If debt financing is needed, the institution or agency must submit a request for approval at a subsequent meeting of the Board in the manner set forth in paragraph 3.d., above.

5. Fiscal Revisions to Previously Approved Projects

   If a project budget increases above the total Board-authorized amount by the lesser of 5% or $500,000, then the institution or agency shall be required to seek further authorization based on the limits established in paragraph 1, above. Regardless of the authorization level required, the institution shall provide the Board with the amount and reason(s) for the cost overruns and the source of funds.

6. Project Acceptance

   Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution or agency are accepted by the institution or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

7. Statute and Code Compliance

   a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.

b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

8. Campus Master Plans

Each institution shall develop a ~~long range~~ 7-15 year Campus Master Plan (CMP). The CMP shall serve as a planning framework to guide the orderly and strategic growth and physical development of an institution's campus. The CMP shall be consistent with and support the institution's current mission, core themes, ~~and~~ strategic plan, and six-year capital construction plan. The CMP and substantive updates thereto must be approved by the Board.

SUBJECT

Board Policy V.W. – Litigation – second reading

REFERENCE

June 2014	The Idaho State Board of Education (Board) approved an amendment to clarify the litigation limits and reporting requirements.
June 2015	The Board approved first reading of the proposed policy amendment.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

Currently Board policy limits acceptance of service process at the Board Office to only the Executive Director.

IMPACT

This proposed amendment would extend authority to accept service of process to the Office's deputy attorneys general.

ATTACHMENTS

Attachment 1 – Board policy V.W. – second reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

At the suggesting of Board member Lewis, the phrase "assigned to the Board" was added at the end of V.W.1.b. to clarify deputy attorneys general authorized to accept service on behalf of the Board. There were no other changes between first and second reading. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board policy V.W., Litigation, as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: W. Litigation ~~June~~August, 201~~4~~5

1. General

   When a lawsuit, legal document, or other official notice is instituted against an institution and/or the Board, ~~an institution's president or its general counsel, or the executive director of the Board, is~~ the following positions are authorized to accept service of process of such matter on behalf of the institution and/or Board:
   a. The institution's chief executive officer or general counsel; or
   ~~a.~~b. The Board's executive director or deputy attorneys general assigned to the Board.

   This authority to accept service pertains only to attempted service upon the institution and/or Board, and not to any attempt to serve the Idaho secretary of state or the Idaho attorney general. An institution president or general counsel who accepts service of any matter on behalf of such institution and/or the Board pursuant to this authority must promptly forward a copy of any such matter to the Board office, and in appropriate circumstances, should also forward a copy of such matter to the State of Idaho Department of Administration, Division of Internal Management Systems, Risk Management Program.

2. Initiation of Litigation

   An institution or agency under the governance of the Board may initiate a legal action with respect to any matter in which the amount in controversy does not exceed one hundred thousand dollars ($100,000). With the prior approval of the executive director, an institution, agency, or school under the governance of the Board may initiate a legal action with respect to any matter in which the amount in controversy does not exceed two hundred thousand dollars ($200,000). Any other proposed legal action may not be instituted without the prior approval and authorization of the Board.

   a. Notwithstanding the authority to initiate litigation provided above, any legal action involving the exercise of the right of eminent domain must have the prior approval of the Board.

   b. Pursuant to Idaho Code §33-3804, an institution is permitted to initiate legal action in its own name.

3. Settlement

   The chief executive officer has authority to settle a legal matter involving the payment or receipt of up to one hundred thousand dollars ($100,000) of institution or

agency funds. The executive director may authorize the settlement of a legal matter involving the payment or receipt of up to two hundred thousand dollars ($200,000) of institution, agency, or school funds. Any settlement of a legal matter that is in excess of two hundred thousand dollars ($200,000) in institution or agency funds must be approved by the Board prior to any binding settlement commitment.

4. Litigation Reporting by Institutions

Legal counsel for the institutions shall provide monthly attorney–client privileged litigation reports to the Board office (to the attention of the Board's legal counsel) for distribution to members of the Board. Such reports should include a description of all claims and legal actions filed against the institution since the date of the last report (and identify legal counsel for the parties involved, for conflict analysis purposes); a summary of the current status of all claims and pending litigation; risk analysis pertaining to all such claims and pending litigation; and the settlement of any matters since the date of the last report, including settlements of matters handled by the State of Idaho Department of Administration, Division of Internal Management Systems, Risk Management Program. With respect to the reporting of a legal settlement, such report shall describe the amount of institution funds that were used, and the amount and source of any other funds that were provided in connection with such settlement, including funds from the Office of Insurance Management or from any other parties. Legal counsel for the institutions should also include in the report any significant incident occurring since the last report that is reasonably expected to give rise to a claim, as well as probable claims or legal actions the institution is aware of which have been threatened but not yet instituted.

BOISE STATE UNIVERSITY

SUBJECT

New Residential Honors College and Additional Student Housing Project

REFERENCE

April 2013	Idaho State Board of Education (Board) approves purchase of 1801 University Drive
February 2015	Board informational item on Proposed Student Housing
June 2015	Update to Board on Proposed Student Housing

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In July 2014 Boise State University (BSU) publicly solicited proposals for the development and operations of a residential honors college, additional student housing and related support facilities and amenities including classrooms, food service and informal gathering spaces. BSU believes this project is strategic for the recruitment, retention and overall success of our students and will provide a modern facility on centrally located and under-utilized property.

After the review of several proposals and interviews with multiple development teams, BSU had selected Education Realty Trust, Inc. (EDR) as the finalist. EDR was selected as the finalist for several reasons: 1) EDR is a major industry leader in private student housing with ownership and/or management of over 77 communities and over 42,000 student beds; 2) EDR's more than 50 years of industry experience and a market capitalization over $2 billion provides assurances that EDR has the capabilities and resources for such a project; 3) the EDR management team has extensive experience; and 4) EDR was the only vendor offering a 100% cash equity development model which eliminates concerns that project-related debt might impact BSU's debt capacity or credit profile, directly or indirectly. Preservation of University debt capacity for future academic and research buildings was a primary objective of BSU.

Since selecting EDR as the finalist, BSU has presented this project to the Board multiple times for comments, ideas and concerns. The project has been modified and improved by incorporating most of the Board's suggestions and after significant negotiations of various financial, operational and design terms. BSU and EDR are now prepared to seek Board approval of the ground lease and operating agreement that will authorize the development and operations of this strategic project.

Project Overview (approximations subject to final design and construction):

- 656 beds
  - 168 upper division beds served with kitchenettes
  - 488 traditional beds on meal plans
  - 50/50 split between Honors College beds and traditional housing facility beds
- 7,900 gross square feet of Honors College offices, classrooms and circulation space
- 14,720 gross square feet of food service spaces
- $39.8 million development budget
- 236,000 total gross square feet
- Project will be designed to BSU design guidelines and will incorporate sustainable design features such as on-site retention and re-use of storm water and graywater.

Since the Board update in June 2015, key changes to this project are as follows:

- EDR's total project budget has increased from $38 million to $39.8 million
- Total number of beds in the project has increased from an estimated 600 to 656.
- EDR has increased their payment to BSU to repurpose the John B. Barnes Towers residence hall from $1 million to $2 million. While the current estimate of $2 million should be sufficient for renovation of the facility into offices, the final scope and budget for this project will be brought for Board approval at a later date.
- EDR will pay BSU an annual ground rent of $200,000 (adjusted annually by CPI) plus 6.4% of gross project revenues.
- Due to changes in the building design and envelope, the food service space has increased in size to 14,720 gross square feet. While this adds additional cost to the project, over the 50-year lease term this larger space will provide more flexibility for BSU's future use(s) of this space. To avoid a 50-year capital lease, and to maximize the overall financial return to BSU, the university desires to purchase control and use of the dining spaces. EDR will construct the dining spaces for $3,490,458, of which $883,200 ($60 per square foot) will be used for improvements to the space beyond shell and core and such improvements will be specific to BSU's design and intended food concept. BSU will purchase control and use of this space by reimbursing EDR for $3,490,458 upon substantial completion of the project. BSU will source funds for this purchase by utilizing a $1 to $2 million contribution from BSU's food service provider (investment is still in negotiation) and the remainder of the funds will come from university and auxiliary reserves. The $3.49 million budget does not include furniture, fixtures and equipment, which will be a separate project and contract.
- In consideration for additional ground rent BSU would agree to:
  - Provide annual landscaping and snow removal services to the project; and

- BSU will fund a $500,000 investment into graywater retention and reuse for this project. The graywater will be reused for project and university landscaping needs. For this EDR will increase BSU's ground rent in year one by $36,000. This increases each year, and over the 50 year lease term it represents a 10 percent return on investment for BSU (IRR method) and a net present value of $611,872 in excess of the $500,000 investment. In addition to the financial return, this initiative provides additional sustainable features for water conservation and will assist BSU in meeting its obligations under its National Pollutant Discharge Elimination System (NPDES) storm water discharge permit.

IMPACT

Through the ground lease and operating agreement, both BSU and EDR agreed to certain terms and conditions which create a financial and/or operational obligation. All such terms and conditions are contained in the attached agreements, but the primary terms and conditions are:

- BSU will provide approximately two-thirds of the site commonly known as University Christian Church (UCC) for the development of this project. The project will be developed according to University design guidelines and BSU reserves the right to approve the final design.
- The term of the agreement shall be for fifty years, beginning at substantial completion of construction, plus a construction term during which the project is being developed and constructed during which time no rent is paid. At the conclusion of the fifty lease years, BSU is provided free and clear ownership and title to the project including transfer of a replacement fund in which EDR invests $200 per bed per year, with annual escalations of three percent. The balance on this account in fifty years can be used for further renewal of the project or demolition.
- EDR will use 100% cash equity to develop the project at an estimated cost of $39.8 million and EDR shall never issue any debt associated with this project without the permission of BSU.[1]
- EDR will own and operate the project built on BSU owned land and BSU will retain its ownership interest. EDR will provide the needed staff to

[1] This term of the agreement is critical because in March 2010 Moody's issued a Special Comment report on Privatized Student Housing and Debt Capacity of US Universities. As explained by BSU at the April 2010 Board meeting, "The primary purpose in the Special Comment was to announce that all affiliated projects affect university credit and that the indirect debt classification is discontinued. Moody's updated their treatment of privatized student housing projects as contingent liabilities of the affiliated university. The report states that these types of projects, that are located on land owned by the university and then ground leased to a private developer, 'always affect an affiliated university's credit position because student housing is a strategic core business of most universities and an integral part of a university's student market position, financial management and capital strategy.' Further, Moody's rating approach applies to all university affiliated privatized projects, including new structures being used to finance these projects, such as equity-based models…." In other words, debt related to privatized student housing will affect the credit position and debt capacity of an institution.

manage the daily operations of the project and EDR will be responsible for maintenance and renewal.

- BSU is responsible to provide staff and resources for the landscaping/grounds maintenance, residence life program and student support needs, including the cost of the resident advisors and resident directors.
- In all material matters, the project will be treated similarly to BSU-owned on-campus student housing, including but not limited to:
    - Project will be official on-campus housing;
    - Project will be marketed and leased on par with BSU-owned housing;
    - Rent payments can be made through student accounts;
    - When leasing to students, EDR will use BSU lease form or a form approved by BSU;
    - EDR will only rent to individuals who would also qualify for BSU-owned housing;
    - EDR residents will be subject to BSU Student Code of Conduct including an alcohol free campus;
    - Project will be served by the campus Police and Security staff;
    - EDR residents will purchase parking from BSU on the same terms and conditions as other resident students; and
    - Efforts will be taken to match technology, video, laundry and other services.
- The John B. Barnes Towers residence hall will be taken offline when the project opens for the fall 2017 term and remodeled into BSU office space. BSU has long desired to repurpose this facility into offices and this project presents that opportunity since EDR is willing to compensate BSU $2 million for this purpose. This project will allow BSU to relocate departments currently housed in off campus space and reduce lease expenses by approximately $350,000 per year.
- EDR will fund the development of the Honors College offices and classrooms, and BSU agrees to a ground lease reduction of $158,000 in year one, in lieu of leasing the space.
- EDR will fund the development of the food service space and upon completion, BSU has the option to lease or purchase the space. The intent, and current language of the agreements, is for BSU and its food service vendor to share the cost and purchase use of the space and avoid a long-term lease. The development cost of the food service facility is estimated at $3.5 million, excluding furniture, fixtures and equipment which will be separate project and contract. EDR will pay ground rent to BSU of $498,318 in the first year. This is comprised of a guaranteed minimum ground rent of $200,000 plus percentage ground rent as a percent of gross project revenues fixed at 6.4 percent or $298,318. The guaranteed rent will increase each year by the Consumer Price Index as published by the US Department of Labor. The percentage rent will increase as gross project revenues increase.

The agreements will be entered into with EDR Boise LLC, an entity to be formed as a wholly-owned subsidiary of Education Realty Operating Partnership, LP, an affiliate of EDR. The obligations of the lease and operating agreement are guaranteed by the parent, Education Realty Operating Partnership, LP.

ATTACHMENTS

Attachment 1- Ground Lease Page 7
Attachment 2- Operating Agreement Page 75

STAFF COMMENTS AND RECOMMENDATIONS

As a carryover from staff comments on this agenda item from the June 2015 Board meeting, new and remaining terms within the Ground Lease of potential interest to Board members include the following:

1. Section 3.01(b): EDR would be responsible for razing all existing buildings on the former University Christian Church property, removing unsuitable soils and debris, and removal of all hazardous materials. Provided however, that if any hazardous materials are discovered on the property, the remediation of such materials is the responsibility of BSU.
2. Section 16.03: During the first 15 years of the ground lease, if BSU desires to increase the total number of beds on campus, it would have to engage a third party to conduct an analysis and follow the recommendations therefrom of the need and determination that additional housing would not adversely impact the gross revenue of the EDR project. In addition, as "a condition precedent to BSU constructing any additional on-campus housing the [EDR] project must have achieved proforma results for the prior three fiscal years."

Additional terms within the draft Operating Agreement of potential interest to Board members include the following:

1. Section 2.05: EDR shall determine the rental rates for the residential residents and commercial tenants. BSU has the right to approve the initial resident rent rate for the first year. Thereafter, EDR will determine the resident rent rate based on not-to-exceed stipulated criteria. An "Advisory Committee" (consisting of two (2) executives of BSU (Landlord) and three (3) executives of EDR (Tenant)) can review rate increases, but "in the event of a disagreement of the Advisory Committee, Tenant's representatives shall have the deciding vote as to student rental rates, the operating budget or the need for capital expenditures and, regardless of the composition of the Advisory Committee, the University will have the deciding vote with regard to residence life issues and student conduct."
2. Section 2.09(e)(iv): EDR assumes all risk for non-payment of residential residents and commercial tenants.

Other material changes to the draft Ground Lease and Operating Agreement since they were last seen by the Board in June include: (1) all references to the possibility of a restaurant ("with alcoholic beverages available for consumption")

being included in the project have been removed; and (2) Exhibit F ("Prohibited Commercial Uses") has been amended to include "business serving or selling alcoholic beverages."

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into the attached ground lease and operating agreement with EDR Boise LLC, a wholly-owned subsidiary of Education Realty Operating Partnership LP, including purchase of the rights to operate and control the dining facility for a cost not to exceed $3,490,458, and to delegate authority to the Vice President for Finance & Administration to execute all relevant documents in substantial conformance with the terms herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

GROUND LEASE AGREEMENT

BETWEEN

BOISE STATE UNIVERSITY

AND

EDR BOISE LLC

DATED _____, 2015

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THIS GROUND LEASE ("**Lease**") is made _____, 2015 between the IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a State of Idaho public institution of higher education ("**Landlord**" or the "**University**") and EDR BOISE LLC, a Delaware limited liability company ("**Tenant**"), wholly-owned subsidiary of Education Realty Operating Partnership, LP, a Delaware limited Partnership ("**Guarantor**") and affiliate of Education Realty Trust, Inc., a Maryland Corporation ("**Parent**" and together with Tenant and Guarantor and each of their respective affiliates, each a "**Tenant Party**" and collectively, the "**Tenant Parties**").

R E C I T A L S

A. The University is an urban campus and metropolitan research university that has experienced historical growth in enrollment, facilities and programs and has identified a need for additional on campus student housing and supporting mixed use facilities with a focus on its Residential Honors College and premium freshman housing.

B. The University's current housing stock is insufficient to meet the current and growing demand by undergraduate students.

C. Research indicates that and the University believes that undergraduate students who live on-campus are more academically successful than those that do not and new housing will enable the University to attract and retain high quality students.

D. The University determined that it should pursue a public/private partnership arrangement to procure additional student housing and related facilities pursuant to a legal and financing structure that preserves its debt capacity for other capital projects; is self-sustaining and without recourse to or liability from any State general fund appropriations; and except as specifically provided herein with regard to termination of such structure, provides that the University's liability shall be limited to revenues derived from the Project.

E. The University issued that certain Request for Information and Statement of Qualifications to Negotiate for the development of a residential honors college and optional supporting mixed use facilities on property owned by Boise State University dated July 14, 2014, and after conducting its vetting process, on November 17, 2014 the University notified EdR of its selection as the leading vendor under consideration for development of the Project (as hereafter defined).

F. As part of such public/private partnership, Tenant will develop one or more facilities housing 600 undergraduate student beds composed of a 300 bed residential honors college and a 300 bed freshman living learning community, with associated food service and other mixed use opportunities as agreed upon by the parties and described in Exhibit B hereto (the "**Improvements**") located on certain real property owned by the University and located on West University Drive as described in **Exhibit A** (the "**Land**"), with an anticipated completion date of August 2017, and financed by EdR pursuant to EdR's ONE Plan^{SM} – The On-Campus Equity Plan (collectively, the "**Project**").

G. In conjunction with the development and later operation of the Project, the University desires to lease the Land to Tenant and Tenant desires to lease the Land from the

University pursuant to the terms, conditions, covenants and provisions of this Lease and to construct Improvements upon the Land (collectively, the Land, Improvements and associated tangible personal property are referred to herein as the "**Premises**").

H. Following development of the Project, the University and the Tenant intend that the University and Tenant will each operate portions of the Project in accordance with the terms and conditions of an Operating Agreement to be entered into between University and Tenant concurrently with this Lease (the "**Operating Agreement**").

I. As depicted on the conceptual drawings attached hereto as **Exhibit B**, certain areas of the Premises will be designated by Tenant for the operation and use of the University pursuant to the provisions set forth herein and in the Operating Agreement, for the purpose of an honors college and University offices and/or meeting spaces. In addition, also as depicted on Exhibit B, a portion of the Premises will contain space that may be used by the University for a dining facility to be operated by the University's or the University's chosen third party vendor.

J. Guarantor desires to guarantee the performance of Tenant's covenants and obligations under this Lease and the Operating Agreement by execution of a Guaranty concurrently herewith, attached hereto as Exhibit H.

K. The purpose for which Tenant is leasing the Land and constructing the Improvements is to lease the Improvements in the manner and to the persons described in Section 4.01.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth by each party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by each party hereto, Landlord and Tenant hereby agree as follows with the intent to be legally bound. Capitalized terms not defined in the context of their first use may be located using the Index of Defined Terms which follows the signature pages to this Lease.

ARTICLE 1

PREMISES AND EASEMENT

Section 1.01 Land. Landlord is the holder of fee simple title to certain land located in Boise, Idaho which is more particularly described in Exhibit A attached to this Lease, together with all rights, easements and appurtenances thereto or in anywise belonging (the "**Land**").

Section 1.02 Lease Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms, conditions, covenants and provisions of this Lease, on an as-is, where-is basis, the Land, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Land.

Section 1.03 Easements; License.

(a) Easements for the Term. Landlord grants to Tenant a non-exclusive easement, which shall be coterminous with the Term of this Lease for the benefit of Tenant, Tenant's invitees, licensees and all occupants under Permitted Leases and the invitees and licensees of such occupants, over and across and the right to use in connection with others for purposes of ingress and egress to and from the Premises, those areas designated as the "**Ingress and Egress Easement Areas**" on **Exhibit C** attached hereto (the "**Ingress and Egress Easement**"), provided such use is in accordance with all University policies and procedures applicable to such Ingress and Egress Areas. Landlord agrees to maintain and repair the Ingress and Egress Easement Areas in a first class manner and at least consistent with Landlord's maintenance and repair procedures for similar areas on the University's campus. At Tenant's request, Landlord and Tenant will execute and deliver in a form suitable for recording at the Ada County Clerk's office a further customary Easement Agreement consistent with the foregoing. Landlord and Tenant agree to reasonably cooperate with one another in good faith relative to the granting of additional easements or licenses on the Land and Landlord's adjacent property. Without limiting the generality of the foregoing, Landlord agrees to timely grant to Tenant sidewalk and or/or utility easements (including without limitation electricity, water and sewer) and licenses over and across Landlord's adjacent property as are reasonably needed for Tenant's development, construction and operation of the Premises, any and all of such additional easements to be reflected on Exhibit C.

(b) Temporary Easement. Landlord grants to Tenant a temporary exclusive easement in the areas designated as the "**Construction Easement Areas**" on **Exhibit D** attached hereto (the "**Construction Easement**"). The Construction Easement Areas shall be used solely for the purpose of Tenant's construction of the Improvements. Tenant shall be solely responsible for the safety and security of the Construction Easement Areas and shall provide appropriate fencing (including appropriate screening) and signage. Tenant shall repair any damage done to the Construction Easement Areas by Tenant's activities and in the case where structures are demolished by Tenant, Tenant will leave the Construction Easement Areas in a condition comparable to the immediately surrounding area. The Construction Easement is temporary and shall cease upon the Substantial Completion of the Improvements.

ARTICLE 2

TERM

The term of this Lease shall commence on the date on which the Landlord and Tenant execute and deliver this Lease (the "**Commencement Date**") and shall expire fifty (50) years after Substantial Completion of the Improvements, on the fiftieth (50th) anniversary thereof (the "**Term**"). The portion of the term from and after the Commencement Date through and until Substantial Completion of the Improvements is referred to herein as the "**Construction Term**".

ARTICLE 3

DEVELOPMENT OF IMPROVEMENTS

Section 3.01 Demolition and Abatement of Existing Improvements.

(a) The University acknowledges and agrees that as a condition for development of the Premises and in order to make the Project financially feasible, from and after the Substantial Completion of the Premises and for the duration of the Term, the University will demolish, repurpose or otherwise re-designate for a purpose other than student housing the existing undergraduate residence hall known as The John Barnes Towers. Tenant shall reimburse the University for some or all of the cost of such repurposing in the amount of Two Million Dollars ($2,000,000), which payment shall be made along with the first payment of Base Rent.

(b) Tenant shall (i) demolish all existing building improvements on the Land, including removal of below grade construction such as basement walls, foundation walls and footings, in accordance with plans and specifications which are prepared by an architect or engineer selected by Tenant and approved by Landlord, and which are mutually approved by Landlord and Tenant; (ii) remove all unsuitable soils and debris from the Land and infill or backfill as necessary to leave the Land appropriate for the start of new construction, (iii) remove all Hazardous Materials, insofar as recommended by a Phase I or other environmental engineering report required by the environmental engineers for the Project within the existing building improvements on the Land (collectively, the "**Demolition and Abatement Work**").

(c) In the event that, during the Demolition and Abatement Work, any subsurface Hazardous Materials are discovered on the Land, the remediation of such Hazardous Materials shall be the responsibility of Landlord in accordance with Section 17.02. If such Hazardous Materials cannot be remediated to the approval of the applicable regulatory agency without causing a delay in the Project schedule, Landlord and Tenant shall meet as soon as practicable after such fact becomes reasonably apparent and engage in good faith negotiations to resolve any issues presented by the delay caused by the discovery of the Hazardous Materials, which negotiations may include, but are not limited to, mutually acceptable modifications to the agreements set forth in this Lease that would permit Substantial Completion of the Improvements to occur by the Substantial Completion Date, or modifications to the Substantial Completion Date that would extend the anticipated expected completion date of the Improvements to the following calendar year. If Landlord and Tenant are unable to agree on appropriate modifications to this Lease following such negotiation as determined in the sole discretion of Landlord, Landlord shall be permitted to terminate this Lease in accordance with the terms of Section 3.04, and neither party shall be considered to be in default of this Lease.

(d) Upon the preliminary completion of the Demolition and Abatement Work, Tenant and Landlord shall inspect the Land and mutually agree that the Demolition and Abatement Work has been completed.

Section 3.02 Tenant's Obligation to Construct Improvements.

(a) On behalf of Landlord and for the consideration set forth herein, Tenant shall construct the buildings, structures, improvements and fixtures on the Land (the "**Improvements**") at Tenant's sole cost and expense in accordance with plans and specifications approved by the University's Associate Vice President for Campus Planning and Facilities (the "**Plans**"). Landlord shall promptly respond to each approval request received from Tenant. Following approval, any material change to the Plans is subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. As depicted

on the conceptual drawings attached hereto as Exhibit B, the Improvements shall generally consist of two attached buildings containing 600 beds, lobby/lounge areas, study rooms, multi-purpose rooms, offices for Tenant's staff and space to be designated for use by the University (a general depiction and description of which is set forth on Exhibit B), all with appropriate furnishings and all as may be finally agreed upon and described in the Plans. Prior to commencement of construction of any of the Improvements, the Plans for such Improvements shall have been approved by the Idaho Division of Building Safety, and Tenant shall have provided a copy of such approved Plans to Landlord.

(b) Landlord makes no representations or warranties regarding the Land. Except for Landlord's Remediation Obligations (as described in Section 17.02), Landlord is not responsible to Tenant for known and unknown surface and subsurface conditions in or on the Land. Tenant agrees to design to LEED Silver status and subject to Landlord approval seek LEED Silver certification upon Substantial Completion of the Improvements. Tenant shall not be required to obtain any recertification or additional certification of LEED Silver status after the initial certification upon Substantial Completion. Tenant will provide a system for the Project that provides for the reclamation and retention of greywater (to include household wastewater and excluding toilet wastes) and retention of storm water on the Premises, such water systems can first be used for irrigation for landscaping on the Premises and any remaining water may be used by the Landlord. Landlord will reimburse Tenant for development of such system in an amount not to exceed $500,000.

(c) The initial budget for the design, development and construction of the Improvements (as it may be amended from time to time, the "**Development Budget**") is attached hereto as **Exhibit E**, and sets forth the estimated development costs for the Premises, including hard costs, furniture, fixtures and equipment, design fees, development/legal/closing costs, pre-opening costs, capitalized labor cost and project travel cost (collectively, the "**Estimated Development Costs**" and once final, the "**Total Development Costs**"). Notwithstanding anything herein to the contrary, after the execution of this Lease, Landlord is precluded from making requests that would increase the Total Development Costs unless Landlord agrees to be responsible for such costs. In such case, the Landlord may elect to pay for such costs prior to Final Completion or may reduce the total Rent due from Tenant in an amount sufficient for Tenant to recoup the amount of the increase in Total Development Costs. In order to preserve the alignment of the interests of the parties, in no case will Landlord requested changes be permitted where the necessary adjustment would result in Percentage Rent of less than five percent (5%) of the Gross Revenue. Otherwise, the only increases to the Total Development Costs shall be those items that Tenant deems necessary in order to complete its obligations under this Lease in the manner required by this Lease. Any savings of the final agreed upon Total Development Costs as measured upon Final Completion of the Project will be split 50% to Landlord and 50% to Tenant and the Landlord's portion of any savings will be paid as a lump sum at Final Completion.

Section 3.03 Work Product. Upon Substantial Completion, all of the Tenant Parties' right, title and interest in and to the Plans, professional third party reports commissioned by the Tenant Parties (such as environmental, geotechnical, survey and market study), and other work products prepared by or on behalf of the Tenant Parties (such as budgets, proformas and market studies) in connection with the pre-development activities (collectively the "**Work Product**") shall become the property of the University.

Section 3.04 Covenants and Requirements of Construction.

(a) In the construction of the Improvements (sometimes referred to as the "**Work**"), Tenant:

(i) shall at its own cost and expense obtain and comply with all permits and approvals necessary for the construction of the Improvements;

(ii) shall comply with all Requirements of any Public Authority including without limitation, Environmental Laws, applicable to the Work; provided, however, that in performing the Work, and Tenant shall not be required to comply with construction standards imposed by the University on the construction of buildings by the University unless specifically noted otherwise in this Lease;

(iii) shall give prior notice to Landlord of all Tenant's architects, engineers and general contractors to be engaged in the construction of the Improvements, permitting Landlord to object to any such engagement, provided that such objection will not be unreasonably made, conditioned or delayed;

(iv) shall perform the Work within the times provided for herein, in compliance with the Plans, in a good and workmanlike manner, and in accordance with all the provisions of this Lease;

(v) shall perform the Work in a manner not to unreasonably interfere with the University's campus life;

(vi) shall allow Landlord unrestricted access to the Premises during the Work, including a project manager(s) designated by Landlord (and compensated by Landlord) to monitor the Work;

(vii) shall be fully and solely responsible for safety of the jobsite, the Construction Easement Areas and the immediately surrounding public areas and compliance with applicable safety laws and regulations;

(viii) shall timely pay, prior to the filing of any Liens, all proper accounts for work done or materials furnished under all contracts which it has entered into relating to the Work in accordance with the terms of the contracts and state law;

(ix) shall require the contractor to provide, on or before the commencement of the Work, the following bonds for the benefit of Tenant and Landlord, executed by a surety authorized to do business in the state in which the Premises are located and with an A.M. Best Rating of A- or better: (A) a co-obligee payment bond or a payment bond and a dual obligee rider in an amount equal to one hundred percent (100%) of the original contract price; and (B) a co-obligee performance bond or a performance bond and a dual obligee rider in an amount equal to one hundred percent (100%) of the contract price as it may be increased;

(x) shall develop a traffic plan addressing traffic interruptions during the duration of the Work. Tenant shall submit the traffic plan to the University and the Ada County

Highway District for approval promptly prior to the commencement of on-site Work at the Premises and Landlord shall approve or make modifications promptly after receipt of the traffic plan from Tenant. The traffic plan shall address all preexisting private and public automobile, bicycle and pedestrian transportation affected by the Work, including, but not limited to, access to bus stops and traffic during athletic, performing arts and other special events occurring during the duration of the Work and construction/contractor employee parking off site; and

(xi) shall provide for street cleaning, clear access to other University property, emergency vehicle access to all surrounding areas, construction staging with appropriate fencing and parking, hoisting requirements and limitations, project signage limitations, salvage items, and protection of surrounding sidewalks and existing infrastructure.

(b) No open burning of any materials or any use or storage of Hazardous Materials (except in accordance with Environmental Laws) shall be permitted on the Premises or the Construction Easement Areas.

(c) The Work on the Improvements will be limited to 8:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, with no heavy construction noise prior to 8:00 a.m. or during the University's final examination periods (which periods shall be determined by the University in its sole and absolute discretion). Unless otherwise approved by Landlord, Tenant shall give seventy-two (72) hour written notice to residents and building operators prior to any utility shutdown which would affect the neighboring residential communities. No construction activity will be performed on the days of the University's commencement exercises.

(d) Any rock blasting performed on the Premises must be approved in writing by a representative designated by the University at least two (2) weeks prior to the blasting activities and in accordance with University blasting standards. All blasting activities performed by Tenant must comply with heavy construction noise work limitations and restrictions.

(e) Tenant shall require construction employees to adhere to a code of conduct approved by Landlord and in keeping with the code of conduct enforced by Landlord on other comparable construction projects undertaken by Landlord, which includes the University's policies prohibiting smoking on campus.

Section 3.05 Completion of Construction. Tenant agrees that Substantial Completion of the Improvements, in accordance with the Plans, and furnishing of the Improvements for occupancy under the Permitted Leases shall occur on or before July 31, 2017 (the "**Substantial Completion Date**"), and thereafter Tenant shall complete the construction and furnishing of the Improvements in accordance with all provisions of this Lease. If Substantial Completion and the fixturing and furnishing of the Improvements, in accordance with the Plans, have not occurred on or before the Substantial Completion Date for any reason, including but not limited to a Force Majeure Event, Tenant shall, at Tenant's expense, provide suitable housing approved by Landlord in its reasonable discretion, for all Residential Residents with whom Tenant has entered into Permitted Residential Leases and who cannot occupy the Improvements, until Substantial Completion and the fixturing and furnishing of the Improvements have occurred. Landlord agrees that it will cooperate with Tenant to house any such Residential Residents, including renting rooms

in existing University housing to Tenant. In the case of Force Majeure, Tenant shall only be required to reimburse Landlord for its actual out of pocket costs to house the displaced tenants. For any other delay not constituting Force Majeure, Tenant will pay the University's then current rental rate for any on-campus accommodations for Residential Residents. Notwithstanding anything set forth in this Lease to the contrary, if Substantial Completion of the Improvements has not occurred by the Substantial Completion Date due to the occurrence of a Force Majeure Event, the date by which Tenant must achieve Substantial Completion of the Improvements shall be extended by the number of days equal to the number of days Tenant is delayed in achieving Substantial Completion of the Improvements as a result of such Force Majeure Event; provided that in no event shall Substantial Completion of the Improvements occur later than July 31, 2017.

Section 3.06 Substantial Completion of Improvements.

(a) "**Substantial Completion**" of the Improvements shall be deemed to have occurred upon Landlord's receipt of evidence, in the form of a customary AIA certificate of the licensed architects employed by Tenant that Tenant has achieved Substantial Completion, and that:

(i) the Improvements shall have been completed in all respects in a good and workmanlike manner and in accordance with the Plans;

(ii) all building equipment and services, including utilities, heating and air conditioning systems, voice systems, data systems and video systems have been completed, are operating properly and are available for use by Tenant and Permitted Residents;

(iii) a certificate of occupancy or temporary certificate of occupancy has been issued permitting occupancy of the Improvements by Permitted Residents;

(iv) all other necessary approvals by public regulatory authorities have been given; and

(v) Tenant may enjoy beneficial use or occupancy of the Improvements and may use, operate, and maintain the Improvements in all respects, for their intended purpose, including use by Permitted Residents in accordance with the terms of the Permitted Leases.

(b) Subsequent to Substantial Completion, Tenant shall, to the extent such work is not already completed, promptly (and in any event not later than forty-five (45) days following Substantial Completion) complete the remaining grading, landscaping, debris removal and removal of surplus building material and rubbish from the Premises. Tenant shall also promptly (and in any event not later than sixty (60) days following Substantial Completion) complete and satisfy any conditions included in any temporary certificate of occupancy and achieve final completion. During such sixty (60) day period, Tenant shall perform all work in a manner that does not interfere with or disturb Permitted Residents occupying the Premises pursuant to Permitted Leases.

Section 3.07 No Bid Requirement. Tenant is not subject to Landlord's bidding rules and processes or other state law procurement standards during the construction of the Improvements. However, and to the extent required by law, Tenant agrees to promote open competitive bidding opportunities for participation by local, regional, and statewide contractors. Tenant will promote

opportunities for women and minority owned businesses. Tenant will keep Landlord informed as to how it proposes to meet these goals.

Section 3.08 Utility and Sewer Connections.

(a) Landlord and Tenant agree to jointly obtain necessary connection permits or private utilities prior to commencement of construction of the Improvements, including, but not limited to, a sanitary sewer permit. Landlord's responsibility for utilities, electric power, storm and sanitary sewers, and water lines and/or connections is expressly limited to assistance in obtaining connection permits, and, except as expressly set forth in Article 7, does not include any improvements to existing infrastructure including utilities, electric power, storm and sanitary sewers, and water lines and/or connections.

ARTICLE 4

USE OF PREMISES

Section 4.01 Tenant's Use. The primary use of the Premises is as the residential honors college for the University and as premium first year student housing and the Premises shall be designated as such by the University and Tenant for the duration of the Term. In addition to such primary use, Tenant may use the Premises generally for the co-ed housing of 8-credit or more undergraduate students and 6-credit or more graduate students enrolled at the University ("**Student Residents**"), individuals participating in, attending events at, sponsored by, sanctioned or otherwise related to the University, (all of which along with Student Residents are collectively, "**Residential Residents**"), (b) the provision of services and amenities to permitted occupants of the Premises; and (c) the leasing of any retail space in the Premises for commercial retail purposes to a subtenant (a "**Commercial Tenant**") to be approved by Landlord, in its reasonable discretion (the Residential Residents and Commercial Tenants, collectively, the "**Permitted Residents**"). Landlord shall approve the leases for the Permitted Residents (the "**Permitted Lease**"). The parties agree that Commercial Tenants shall not use the Premises for any of the uses described on **Exhibit F** (the "**Prohibited Commercial Uses**"). The inclusion of the list of Prohibited Commercial Uses shall not be deemed to imply that other commercial uses are reasonable, nor shall it limit Landlord's right to approve or disapprove Commercial Tenants in its reasonable discretion.

Section 4.02 University Use. EDR shall designate space in the Premises to the University for its exclusive use as an honors college and University office space as described on Exhibit B (the "**University Areas**") ") and the non-exclusive use of the common areas serving the University Areas, also as shown on Exhibit B. For any University Area that generates income or is primarily for the benefit of the University rather than the residents of the Project (except for the Dining Spaces, as described below), Landlord and Tenant shall agree on a reduction in the Base Rent to compensate Tenant for the loss of revenue for such designated area and the University will be responsible for a prorate share of utilities for such space. The University shall be responsible for costs associated with cabling plant, data headend equipment and distribution services required to provide Internet access to the University Areas. The University shall be responsible for providing the support and maintenance (including replacement and upgrades) for the equipment from the wall-plate out into the University Areas and Tenant shall be responsible for providing support and

maintenance (including replacement and upgrades) from the wall-plate back. Tenant shall clean, maintain and be responsible for all costs associated with the common areas serving the University Areas and the University shall be responsible for the cleaning, maintenance and costs of the University Areas, including prorated utilities based upon the percentage of square feet of the University Areas to the total Improvements.

(a) Dining Facilities and Other Food-based Retail Spaces ("Dining Spaces"). In conjunction with the construction of the Project, Tenant at its own cost and expense will design and construct the Dining Spaces comprised of 14,720 gross square feet to a condition of a "cold dark shell" as generally defined in the industry including but not limited to: 1) an XXX AMP electrical panel with electrical service brought to the panel and connected, 2) all other utilities brought to the Dining Spaces and stubbed at a location to be determined by the University, 3) installation of any plumbing infrastructure which needs to be within the floor or foundation and stubbed at the perimeter at a location determined by the University. Tenant shall adhere to the development budget and detail as contained in Exhibit E Development Budget. If additional funds beyond the Development Budget are needed for the completion of the work specified by the University, subject to the written approval of the University, the Development Budget will be increased accordingly.

(b) Given the projected economies of scale of combining the buildout of the Dining Spaces with the overall construction of the Project, the University may elect for Tenant to design and construct improvements to the Dining Spaces, per University specifications. The cost of such improvements are currently budgeted at approximately $60 per gross square feet of Dining Spaces and included within the Development Budget. If additional funds are needed for the completion of the work specified by the University, subject to the written approval of the University, the Development Budget will be increased accordingly.

(c) Upon substantial completion of the Dining Spaces, including the buildout improvements, the University will pay to Tenant the full sum of the final Development Budget in exchange for free and clear title, control and ownership of all improvements. Such University ownership will be in the form of a $1 annual facility lease, such lease agreement will be an exhibit to this Lease, will be a triple-net lease as specified therein and will automatically renew unless the University provides Tenant with written confirmation of non-renewal. The term of the Dining Space lease is the same term as this Lease. Assuming 50 (1) year renewals, Tenant shall deduct fifty dollars from Tenant's first ground lease payment as payment in full for all 50 annual dining lease renewals. At any time and at the sole discretion and expense of the University, the University may recognize its ownership of the Dining Spaces through a condominium agreement for the project which provides for the Dining Spaces as a unique condominium under University ownership. Tenant will cooperate and not unreasonably delay or withhold any actions needed for such condominiums.

(d) Any revenue derived by the University from operations of the Dining Space shall not be considered Gross Revenues, and shall be the sole revenue of the University.

ARTICLE 5

RENT

Section 5.01 Rent Commencement Date. Landlord agrees to abate rent prior to and during the Construction Term. Tenant shall have no liability for rent under this Lease until the Premises opens for occupation of Permitted Residents (such date being the "**Rent Commencement Date**").

Section 5.02 Rent.

(a) Base Rent. Beginning on the Rent Commencement Date and continuing throughout the Term of this Lease, Tenant shall pay Landlord base rent in an amount equal to $200,000 in the first year of operations and thereafter increasing each year by the Consumer Price Index (hereafter "**CPI**") for All Urban Consumers, All Items, West Region (1982-1984=100) published by the Bureau of Labor Statistics of the United States Department of Labor (the "**Base Rent**").

(b) Percentage Rent. Beginning on the Rent Commencement Date and continuing throughout the Term of this Lease, Tenant shall pay Landlord percentage rent in an amount equal to six and four-tenths percent (6.4%) of the Gross Revenue for each Fiscal Year (the "**Percentage Rent**" and along with the Base Rent, collectively, the "**Rent**").

(c) Gross Revenue. The "**Gross Revenue**" shall consist of all revenues and other income received from the residents or the operation of the Premises, less bad debt expense all accounted for on a GAAP basis and excluding retail and dining income from spaces leased or controlled by the University such as the Dining Spaces. Gross revenue shall include, but not be limited to, rental income, fees (including application, damage, termination and all other fees charged by either Tenant or the University to Permitted Residents), vending and laundry income, all ancillary services and retail income (except retail and dining income from spaces leased or controlled by the University), and summer and holiday income. In furtherance of the foregoing, Landlord and Tenant acknowledge and agree that revenue and other income collected but not yet recognized as earned by Tenant shall not be included in Gross Revenue until such time that Tenant does recognize such revenue and other income as earned. For example, to the extent that Student Resident Rent is collected in full at the beginning of a semester, but Tenant recognizes such Student Resident Rent as earned on a monthly basis during the semester, such pre-paid Student Resident Rent would be included in Gross Revenue at the time that Tenant recognizes it as earned.

(d) Payment Date. The initial Rent shall be due on the Rent Commencement Date. Thereafter, Rent for the previous month shall be due and payable to Landlord on the twentieth (20th) day of each month of each fiscal year measured July 1 through June 30 ("**Fiscal Year**").

Section 5.03 Net Income. As used herein for the purpose of calculating the Early Termination Fee and to assess any negative impact to the Project from changes to University Policies, the term "**Net Income**" for each Fiscal Year means the amount by which Gross Revenue exceeds Operating Expenses. Net Income shall not include any development costs or depreciation or amortization of such costs.

Section 5.04 Operating Expenses. "**Operating Expenses**" shall mean the sum of GAAP expenditures associated with the management and operation of the Project (excluding amortization and depreciation but including an aggregate per bed annual balance sheet reserve for capital repairs and replacements). Operating Expenses shall consist of the following expenses: marketing; postage and other on-site office expenses, compensation of on-site personnel; a management fee not to exceed an amount equal to three percent (3%) of Gross Revenue during such Fiscal Year ("**Management Fee**"); student amenities; utilities; data/cable; maintenance and repair of the Premises in excess of any insurance proceeds received for repair or replacement of the Premises; landscaping services ; taxes; costs of insurance; Replacement Reserve Allocation and actual capital expenditures in excess of the Replacement Reserve Allocation less any insurance proceeds received for capital improvements or replacements of the Premises; payments to Landlord for Rent; and any other costs directly related to the operation of the Premises.

Section 5.05 Late Payment. If Tenant shall fail to pay the Rent or any other amount due under this Lease, when the same is due and payable, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum ("**Default Rate**"). In no event shall the default rate be higher than the legal limit. The charges under this provision shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

Section 5.06 Rent Payments. Tenant shall pay Landlord all Rent due hereunder, without offset or abatement and without previous demand, at the office of the Landlord, or at such other address as the Landlord may designate by notice to Tenant. Rent for any partial Fiscal Years or payment periods shall be prorated. If Landlord collects rent under Permitted Leases on behalf of Tenant, then, in the event that Tenant is in default hereunder for failure to pay Rent or other sums due, after the expiration of any applicable cure period, Landlord shall have the right to offset any amounts due and payable to Landlord by Tenant under this Lease against such Rent or other sums due.

Section 5.07 Net Lease. The Rent payable by Tenant under this Lease shall be net to Landlord. Except as otherwise provided in this Lease or another written contract between Landlord and Tenant, all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises, which may arise or become due during the term of this Lease (the "**Expenses**"), shall be paid by the Tenant and Tenant shall indemnify and save Landlord harmless from and against the Expenses.

Section 5.08 Rent Not to Abate. Tenant's obligation to pay Rent under this Lease shall not be affected by, nor shall the Rent abate or be diminished, reduced, rebated or refunded on account of any want of repair, destruction or damage to the Premises or the Improvements, regardless of the cause or extent of them, or for any inconvenience, discomfort, interruption of business or otherwise arising from the making of alterations, changes, additions or repairs to the Premises or the Improvements, or because of any present or future governmental laws, ordinances, requirements, orders, directives, rules or regulations, or for any other cause or reason.

Section 5.09 Landlord's Right to Audit. Within sixty (60) days of the end of each Fiscal Year, Tenant shall provide Landlord a written statement showing the Gross Revenue for the preceding Fiscal Year containing a certification by an executive officer of the Tenant Parties of

the statement's truth, accuracy, and completeness ("**Annual Statement**"). The Landlord shall have the right, from time to time, to examine and make copies of records pertaining to the Annual Statement (a "**Rent Audit**"). Upon request of the Landlord to review such records, Tenant shall promptly provide the Landlord with electronic copies of such records reasonably requested. If the Rent Audit discloses any deficiency in the payment of Rent by Tenant ("**Deficient Amount**"), then Tenant shall promptly pay the Landlord the Deficient Amount together with interest at the Default Rate upon demand. If the Deficient Amount is greater than five percent (5%) of the actual Rent due, then Tenant shall reimburse the Landlord for the cost of the Rent Audit. If the Rent Audit shall disclose any overpayment of Rent, the Landlord shall promptly reimburse Tenant for said overpayment.

ARTICLE 6

MANAGEMENT OF THE PREMISES

The Premises shall be operated and maintained in accordance with the terms of that certain Operating Agreement entered into by and between Landlord and Tenant on even date herewith, as such Operating Agreement may be amended, restated, supplemented, replaced or extended. In the event a conflict arises between the Operating Agreement and the Lease, the terms and conditions of the Lease shall have precedence.

ARTICLE 7

LANDLORD OBLIGATIONS

Section 7.01 Generally. Without limiting the generality of the Tenant's obligations to construct, repair, manage and maintain the Premises at Tenant's sole cost and expense as set forth herein and in the Operating Agreement, Landlord has agreed to perform certain obligations and reimburse Tenant for certain expenses specifically set forth below and elsewhere in this Agreement or as may be set forth in the Operating Agreement.

Section 7.02 Landlord Repair and Maintenance Obligations. Landlord agrees that it will:

(a) maintain that portion of the sanitary sewer located on the Premises that serves the Improvements at its expense, to no lesser degree than Landlord undertakes such services or functions at similar locations on the University's campus;

(b) provide snow and ice removal services for the sidewalks and patios located within the Premises in a similar manner with its performance of such services at similar locations on the University's campus; provided, however, that Landlord shall not be responsible for the replacement or repair of any pedestrian sidewalks on the Premises;

(c) maintain the landscaping and lawns in the Premises, all in a similar manner with its performance of such services at similar locations on the University's campus; provided that the Landlord shall not be responsible for the replacement of any trees, bushes or other landscaping on the Premises.

Section 7.03 Tenant's Right to Perform Landlord's Covenants. If Tenant believes Landlord is not fulfilling its obligations with regard to the repair and/or maintenance of the Premises, then, upon reasonable advance notice under the circumstances, Tenant may perform said services and the parties shall resolve any disputes as to whether (a) Landlord has failed to fulfill the foregoing obligations and (b) if in the event that it is determined that Landlord has failed to fulfill such obligations, damages incurred by Tenant as a result of such failure, first by engaging in negotiation under Section 24.02, and if necessary by mediation under Section 24.03.

ARTICLE 8

REPAIRS, MAINTENANCE AND ALTERATIONS

Section 8.01 Repairs and Maintenance. Except for the obligations of Landlord specifically set forth herein, Tenant, at its sole cost and expense, shall keep, manage and maintain all portions of the Premises in a "**Class A Condition**" as defined by 2010-2012 BOMA Standards. Tenant's obligations apply to all interior and exterior areas of the Premises, all structural and non-structural elements, and include, but are not limited to, heating, air conditioning and ventilating systems, plumbing and electrical systems, communications systems and elevators. In addition, Tenant will provide snow and ice removal services for the sidewalks and patios located within the Premises; maintain the landscaping and lawns of the Premises; and maintain and repair the outdoor amenities installed by Tenant on the Premises. Tenant's obligations to maintain the Premises shall include the obligation to repair, restore and replace elements of the Premises from time to time in order to keep the Premises in a Class A Condition. Tenant shall maintain a schedule outlining expected future repairs, replacements and capital improvements for the Premises and the timeframe in which such matters are expected to be accomplished (the "**Repair, Replacement and Capital Improvement Schedule**"), which shall be reviewed and approved by Landlord. Tenant's obligations under this Article shall apply to all maintenance matters, ordinary and extraordinary, and foreseen and unforeseen. Any repairs performed by Tenant shall be at least equal in quality and class required for the original Work. Tenant shall manage and maintain the Premises as would a prudent owner and shall not commit, or allow any of its employees, tenants, visitors, invitees or other occupants of the Premises to commit, any waste or any nuisance on the Premises, or permit any part of the Premises to be used for any dangerous, obnoxious or offensive trade or business, and shall not permit any damaged structures to remain on the Premises for any unreasonable period of time.

Section 8.02 Alterations, Improvements and Additions. Upon completion of the construction of the Improvements, Tenant shall not make any alterations, improvements or additions to the exterior of the Premises (collectively "**Alterations**") without the prior written consent of Landlord, which consent will not be unreasonably denied, withheld, delayed or conditioned; provided, however, that the prior written consent of Landlord shall not be required for routine repairs, replacements or non-structural alterations that do not change the exterior appearance of the Premises. Tenant's request to Landlord for permission to make Alterations shall be accompanied by reasonably detailed plans and specifications in light of nature of the proposed Alterations involved, estimated costs and the identity of the contractors who shall perform the work. Landlord will promptly respond to Tenant's request and will make good faith efforts to complete its approval process within forty-five (45) days. Any alterations permitted by Landlord

shall be at least equal in quality and class to the original Work and as required for the original Work shall be consistent with permitted uses of the Premises as provided in Article 4.

Section 8.03 Capital Improvement and Replacement Schedule. Tenant shall maintain the Capital Improvement and Replacement Schedule, amending as necessary to provide an updated five (5) year outlook that forecasts the funds needed on an annual basis for capital replacement and improvements to the Premises. Tenant will provide the Capital Improvement and Replacement Schedule to Landlord for review and approval on a periodic basis and no less than annually. Each year, Tenant shall include in operating expenses a Replacement Reserve Allocation, which shall be $200 per bed in the first year of operations of the Premises, escalating by CPI annually thereafter. Upon the expiration or earlier termination of this Lease the Replacement Reserve Allocation Excess, which is the amount by which the cumulative annual Replacement Reserve Allocation exceeds the cumulative actual capital expenditures on the Project, shall be transferred to Landlord for its use to demolish or refurbish the Project.

ARTICLE 9

TAXES AND UTILITY EXPENSES

Section 9.01 Taxes.

(a) Pursuant to applicable Idaho law, the Premises is entitled to certain tax exemptions, credits or abatements as a result of the use of the Premises for dedicated on-campus student housing for the University (the "**Tax Exemptions**"). The parties acknowledge and agree that the Premises is entitled to all benefits that result from the Tax Exemptions, and further acknowledge and agree that the financial feasibility of the Project is dependent upon the availability of the Tax Exemptions. In the event that, at any point during the Term, (i) it is determined that the Premises is not entitled to the Tax Exemptions; or (ii) the University is compelled by legal process to agree to any payments in lieu of Taxes with respect to the Premises in connection with the Tax Exemptions (and the University shall not voluntarily agree to payments in lieu of Taxes with respect to the Premises); or (iii) it is determined that the Tax Exemptions are otherwise unavailable, then the parties will work cooperatively to reach the best solution for the economic viability of the Project and affordability of students with the following options implemented in the following order: (A) the parties will explore alternate legal structures for the operation and ownership of the Premises that result in a Tax Exemption; (B) the parties will assess then current market conditions to determine if it is feasible and advisable to increase the student resident rent to offset the adverse impact of additional taxes on the Premises; and if the prior two options are not feasible or advisable, (C) Landlord and Tenant shall adjust the Base Rent in an amount equal to the annual Tax burden resulting from the denial, termination or change in expected Tax Exemption, provided, however, that if Tenant in future years is once again meeting the pro forma projections without abatement, the University shall receive all excess above Tenant's projected IRR until it has been repaid the amount of abated rent and once each party has been made whole, rentals shall return to the rental amounts provided in the Lease with no abatement. If the sums that would have otherwise been remitted to the University as Base Rent are not sufficient to meet the tax expense, then Landlord and Tenant will agree to reductions in the Percentage Rent to equal the annual tax burden, up to the elimination of Percentage Rent. Notwithstanding the foregoing, any obligation of Landlord under this section is expressly limited by Section 27.11

hereof (Non-Recourse Agreement), and the Landlord shall have no obligation hereunder beyond the Annual Project Revenues.

(b) Notwithstanding the foregoing, on behalf of Landlord, Tenant shall pay and discharge punctually when due all taxes, if any, any payments in lieu of taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies, license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Premises, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, and city governments and of all other governmental authorities whatsoever as well as and including all payments in lieu of any of the foregoing (the "**Taxes**"). With the prior written consent of Landlord, in the Landlord's sole and absolute discretion, Tenant may, at its sole cost and expense, seek a tax abatement, tax credit or other tax exemption that is or may become available for the Premises, other than the Tax Exemptions.

Section 9.02 Time for Payments. Tenant shall be deemed to have complied with the covenants of this Article if the Taxes are paid before any fine, penalty, interest or cost may be added to them. Tenant shall produce and exhibit to Landlord reasonable evidence of payment on Landlord's request.

Section 9.03 Tenant's Right to Contest Taxes. With the exception of payment in lieu of taxes or other tax abatement or bond financing related matters, which shall require the prior approval of Landlord, which may be withheld in Landlord's sole and absolute discretion, Tenant shall have the right to contest or review, in good faith, all Taxes by appropriate legal proceedings, or in such other manner as may be appropriate; provided that Tenant shall promptly pay all Taxes when due. Tenant shall conduct the proceedings diligently, at its own cost and expense. Landlord shall execute all documents reasonably necessary for the proceedings, at Tenant's sole cost and expense.

Section 9.04 Right to Refund of Taxes. With the exception of the Tax Exemption, any savings, credits, refunds or rebates obtained as a result of any tax abatement or other tax exemption being obtained for the Premises shall belong to Tenant for use at the Premises.

Section 9.05 Utilities. Tenant shall pay and discharge punctually all water and sewer rents, rates and charges and all charges for steam, heat, gas, hot water, electricity, light and power, and any and all other services and utilities furnished to the Premises.

ARTICLE 10

COMPLIANCE WITH APPLICABLE LAWS

Section 10.01 Compliance by Tenant.

(a) Tenant, at its sole cost and expense, shall (i) promptly comply with all present and future laws, ordinances, codes, requirements, orders, directives, rules, regulations and permits of all federal, state, county, city, and town governments, and of all other governmental

authorities, agencies, departments, boards and officers, or any other body or bodies (each, a "**Public Authority**") which may exercise similar functions, foreseen and unforeseen, ordinary and extraordinary, applicable to the Premises or any part thereof or to its use, or to the operations or activities of Tenant, including Permitted Tenants, upon the Premises, whether in force at the commencement of the term of this Lease or passed, enacted, directed, issued or amended in the future including, without limitation, Environmental Laws, whether or not such requirements are actually imposed upon Landlord or Tenant, and whether or not compliance shall require structural changes and (ii) comply with the University policies listed on **Exhibit F** (the "**University Policies**"); provided, however, that Tenant shall not be required to comply with any future amendments to the University Policies within the discretion of the University, if such future amendment would cause a materially adverse economic impact on Tenant's Net Income unless such policy is necessitated by the State Board of Education action, policy, or directive or necessary for the University to comply with laws, policies, directives or regulations applicable to the University and the Project ((i) and (ii), collectively, the "**Requirements**"). Tenant shall pay all costs, expenses, liabilities, obligations, losses, damages, fines, penalties, charges, claims and demands, including, without limitation, costs associated with administrative and judicial proceedings, and reasonable fees of architects, engineers, consultants and attorneys, that may in any manner arise from or be imposed resulting from the failure of Tenant to comply with this Article or as are imposed upon Tenant by a Public Authority. Landlord shall reasonably cooperate, without expense to Landlord, with Tenant in complying with the Requirements.

(b) Tenant shall comply with the requirements of all policies of public liability, fire and all other policies of insurance maintained by Tenant with respect to the Premises. Tenant shall promptly take steps to remedy or prevent any violation or attempted violation which is known to Tenant of the provisions of this Section by any subtenant of the Premises, including Permitted Residents.

Section 10.02 Challenge of Validity. Upon prior written notice to Landlord, Tenant shall have the right to contest by an appropriate legal action, case or proceeding (a "**Proceeding**") diligently conducted in good faith, without cost or expense to Landlord, the validity or application of the Requirements. If compliance with the Requirements may be delayed during the Proceeding without the incurrence of any Lien, charge or liability of any kind against the Premises and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure to comply with them, Tenant may delay compliance with them until the final determination of the Proceeding.

Section 10.03 Survival. The provisions of this Article 10 shall survive the expiration or earlier termination of this Lease for one (1) year, and thereafter Tenant shall have no further liability to Landlord except as otherwise expressly provided for herein.

ARTICLE 11

COVENANT AGAINST LIENS

Section 11.01 Tenant's Obligations to Discharge. Tenant shall promptly (and in any event within twenty (20) days of the date of filing), (a) furnish a bond satisfactory for the release of any filed mechanic's, laborer's, or materialman's lien, other encumbrance lien or charge upon the Premises, or any part of it (a "**Lien**") or (b) otherwise obtain a release or discharge any Lien.

Section 11.02 Landlord's Rights to Discharge. If any Lien shall be filed against the Premises, or any part of it, and Tenant has not discharged it of record or posted a bond satisfactory to Landlord to assure its discharge in accordance with Section 11.01 within twenty (20) days after the date on which the Lien is filed, then Landlord, in addition to any other right or remedy it may have, and without waiving its rights to declare a default, may discharge the Lien of record by bonding or otherwise. Any amounts paid by Landlord in the discharge by bonding of the Lien if Tenant fails to do so as required above, including, but not limited to, penalties, interest, costs, expenses, allowances and reasonable attorney's fees shall be paid by Tenant to Landlord on demand.

Section 11.03 Tenant's Indemnification against Liens. Tenant shall indemnify and hold harmless Landlord against any and all damages, losses and expenses (including, but not limited to, penalties, interest, costs, allowances and reasonable attorney's fees) arising from or incurred as a result of any Lien or claim asserted by any third party.

Section 11.04 No Implied Consent of Landlord. Nothing in this Lease shall be construed as the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any material for any improvement, alteration or repair of the Premises, or any part of it.

Section 11.05 Landlord's Obligations to Discharge. If, as a result of Landlord's actions, a Lien is placed against the Land, Landlord shall promptly (and in any event within twenty (20) days of the date of filing), (a) furnish a bond satisfactory for the release of the Lien, or (b) otherwise obtain a release or discharge the Lien.

Section 11.06 Tenant's Rights to Discharge. If, as a result of Landlord's actions, a Lien is placed against the Land, and Landlord has not discharged it of record or posted a bond satisfactory to Tenant to assure its discharge in accordance with Section 11.05 within twenty (20) days after the date on which the Lien is filed, then Tenant, in addition to any other right or remedy it may have, may discharge the Lien of record by bonding or otherwise. Any amounts paid by Tenant in the discharge by bonding of the Lien if Landlord fails to do so as required above, including, but not limited to, penalties, interest, costs, expenses, allowances and reasonable attorney's fees shall be paid by Landlord to Tenant on demand.

ARTICLE 12

ENTRY ON PREMISES BY LANDLORD

Subject to the rights of the Permitted Residents under the terms of the Permitted Leases, Tenant shall permit Landlord and its authorized representatives to have reasonable access to the Premises at all reasonable times for the purposes of (a) inspecting them, or (b) upon five (5) days prior notice to Tenant (except in the case of an emergency, for which no prior written notice is required), making any necessary repairs required under Article 7 of this Lease or performing any other work that may be reasonably necessary because of Tenant's Default of Tenant's obligations hereunder with respect to the making of required repairs. Landlord's right of entry shall not imply

any duty on its part to perform any repairs or work and shall not constitute a waiver of any Default of Tenant.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

Section 13.01 Assignment and Subletting.

(a) Except as otherwise set forth in this Article 13, Tenant shall not assign this Lease or, except to Permitted Residents, sublet the whole or any part of the Premises, without the prior written consent of Landlord, which consent may be granted, conditioned or withheld in the Landlord's sole and absolute discretion for any reason or no reason at all, and any such purported assignment or sublease in violation of this Lease shall be null and void and of no effect. An assignment shall include any transfer of this Lease, whether voluntary or involuntary or by operation of law. Notwithstanding the foregoing, Tenant may assign this Lease to another Tenant Party (including affiliate Tenant Parties formed following the Commencement Date or joint venture entities that are controlled by a Tenant Party), so long as Guarantor (or any permitted substitute or replacement guarantor) continues to guarantee the performance of such Tenant Party in the same manner as it guarantees Tenant's obligations hereunder.

(b) The occurrence of a Change in Control of Tenant, Parent or Guarantor shall not be deemed to be an assignment of this Lease; provided that following the Change in Control, Parent or Guarantor meets the financial standards of a Qualified Assignee and assumes all of the obligations of this Lease and any other agreements related to the Premises (a "**Permitted Change in Control**"). A Permitted Change in Control shall not trigger any rights of Landlord to terminate this Lease. Landlord agrees not to seek equitable relief or take any other action to delay or hinder a Change in Control of Parent.

(c) To the extent permitted by law and subject to Landlord's termination right set forth in Section 13.02, after Substantial Completion of the Improvements and so long as there is no pending Event of Default, Tenant has the right to assign or sublet this Lease, provided all of the following conditions are satisfied (a "**Permitted Assignment**"):

(i) the assignment or sublease is to a Qualified Assignee; and

(ii) the use of the Premises by the Qualified Assignee shall comply with the use restrictions contained in Article 4 of this Lease and with all other terms and conditions of this Lease; and

(iii) a Tenant Event of Default shall not exist under this Lease; and

(iv) the Qualified Assignee, in a document reasonably satisfactory to Landlord and in recordable form, shall agree to faithfully perform and be bound by all of the terms, conditions, covenants, provisions and agreements of this Lease; and

(v) the Qualified Assignee, in a document reasonably satisfactory to Landlord, shall agree not to finance its acquisition of the Improvements and assumption or sublease

of this Lease in a manner that would adversely impact the debt capacity or credit rating of the University, without the prior written consent of the University, which consent may be granted or withheld in the University's sole and absolute discretion; and

(vi) any sublease shall provide that it is subject to the terms and conditions of this Lease and may, at Landlord's option after the termination or expiration of this Lease, require the sublessee to attorn to Landlord.

(d) Landlord's consent to a Permitted Assignment shall be given promptly and in any case, within sixty (60) days. Landlord's consent to any assignment or sublease shall not constitute or be deemed its consent, nor constitute a waiver of the requirement of its consent, to any subsequent assignment or sublease.

(e) Tenant shall not assign any of its rights under this Lease separate from any Permitted Assignment.

(f) A Permitted Assignment shall relieve Tenant of any liability arising under this Lease for acts, errors or omissions occurring on or after the effective date of the assignment.

(g) Notwithstanding anything to the contrary contained in this Lease, no Permitted Lease shall be considered an assignment of or a sublease under this Lease requiring Landlord's consent, except as required under Article 4.

(h) For purposes of this Lease, the following terms shall have the following definitions:

(i) "**Change in Control**" shall mean a merger or consolidation of a party, or any entity which controls such party, with or into another person, corporation or other entity, in which the party, or any entity which controls such party, shall not be the surviving entity.

(ii) "**Qualified Assignee**" shall mean a person or entity unaffiliated with the Tenant Parties that, as of the date of the proposed assignment or transfer: (A) has a net worth of at least $75,000,000 (which condition may be satisfied on a consolidated basis with an affiliate guarantor which guarantees the obligations of such entity) and (B) has at least five (5) years of experience owning, managing and operating student housing facilities comparable to the Premises, or retains a third party management company with such experience pursuant to a management agreement reasonably satisfactory to Landlord; provided that the Landlord shall have the right to approve the entity responsible for the management of the Premises following the assignment, which approval shall be reasonable under the then current circumstances; and (C) is not a Disqualified Assignee. Lessee will provide or cause to be provided to Lessor, not less than sixty (60) days before any proposed assignment, (i) a written request for approval of the proposed assignment, (ii) the name of the proposed assignee, (iii) financial statements and information regarding the proposed assignee and any proposed lease guarantor, all in form satisfactory to Lessor, and (iv) the terms of such proposed assignment.

(iii) "**Disqualified Assignee**" shall mean a proposed assignee if any of the principals or officers of the assignee or the assignee: (A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("OFAC")

and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable legal authority (such lists are collectively referred to as the "Lists"); (B) is an individual, corporation, partnership, limited liability company, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity (individually or collectively as the context requires, a "Person") who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Commerce, the United States Department of State including any agency or office thereof; (C) is owned or controlled by, or acts for or on behalf of, any Person on the Lists or any other Person who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Treasury or the United States Department of State including any agency or office thereof; or is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws. For purposes hereof, "U.S. Person" means any United States citizen, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, with a principal place of business within the United States or any of its territories. For purposes hereof, "Anti-Money Laundering Laws" means those laws, rules, regulations, orders and sanctions, state and federal, criminal and civil, that (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the United States; or (iii) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions are deemed to include, but not be limited to: the Executive Order Number 13224 on Terrorism Financing (September 23, 2001), the Patriot Act; the Currency and Foreign Transactions Reporting Act (also known as the Bank Secrecy Act, 31), the Trading with the Enemy Act, 50 U.S.C. Appx. Section 1 *et seq*., the International Emergency Economics Powers Act, 50 U.S.C. Section 1701 *et seq*., and the sanction regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, as amended.

An assignee will also be a Disqualified Assignee under the following circumstances: (i) if it is debarred or suspended from doing business with the federal government or any state or local government or has been disbarred or suspended at any time during the five years preceding the assignment; (ii) if it has been convicted of any crime in any jurisdiction in which the possible sentence is greater than three years: (iii) if it has (A) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (B) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (C) made an assignment for the benefit of creditors.

Section 13.02 Landlord's Right to Terminate Lease Upon Bona Fide Offer.

(a) In the event that Tenant shall receive a Bona Fide Offer at any time during the Term, Tenant shall give Landlord written notice (the "**Bona Fide Offer Notice**") of the terms of the offer, including (i) the name and address of the proposed transferee, (ii) the consideration offered and (iii) all other material terms and conditions of the transfer. For purposes hereof, a "**Bona Fide Offer**" shall mean a written offer from a Qualified Assignee to purchase the Improvements and assume all of the Tenant Parties' rights in and obligations under this Lease in a transaction meeting the requirements of a Permitted Assignment, which Tenant is willing to accept.

(b) Upon receipt of the Bona Fide Offer Notice, Landlord shall have the right (i) to terminate this Lease upon the payment to Tenant of an amount equal to the Bona Fide Offer, or (ii) to permit Tenant to transfer this Lease to the Qualified Assignee pursuant to the Bona Fide Offer. If Landlord wishes to terminate this Lease, then within ninety (90) days of Landlord's receipt of the Bona Fide Offer Notice (the "**Election Period**"), Landlord shall provide Tenant with a binding offer to exercise its right to terminate this Lease upon payment of the Bona Fide Offer amount (the "Election Notice").

(c) If Landlord elects to terminate this Lease by delivery of the Election Notice, Landlord shall pay to Tenant an amount equal to the Bona Fide Offer. Landlord's termination of this Lease shall occur no later than one hundred eighty (180) days after Landlord's receipt of the Bona Fide Offer Notice (such 120-day period, the "**Bona Fide Offer Termination Period**").

(d) If Landlord (i) provides written notice to Tenant that it does not desire to terminate this Lease or fails to exercise its right to deliver the Election Notice during the Election Period; (ii) or, having properly indicated a desire to terminate this Lease, thereafter fails to terminate this Lease during the Bona Fide Offer Termination Period, Tenant may transfer this Lease to the Qualified Assignee on the terms stated in the Bona Fide Offer free from the termination right set forth in this Section 13.02; provided, however, that if such transaction is not consummated within one (1) year after the expiration of the Election Period or the Bona Fide Offer Termination Period, as applicable, Tenant's right to transfer pursuant to such Bona Fide Offer shall expire, and the right to terminate this Lease must again be offered to Landlord pursuant to this Section 13.02.

(e) Tenant covenants that it shall accept no Bona Fide Offer or convey any of its rights in or obligations under this Lease until it has complied with the terms of this Section 13.02. Any conveyance of Tenant's rights in and obligations under this Lease made in the absence of full satisfaction of this Section 13.02 shall be null and void and of no effect. Landlord may enforce this Section 13.02, without limitation, by injunction, specific performance or other equitable relief.

(f) Landlord's election not to exercise its right to terminate this Lease shall not prejudice Landlord's rights hereunder as to any further Bona Fide Offer. The terms and conditions contained in this Section 13.02 shall be binding upon the successors and assigns of Tenant.

(g) In the event such transaction is not fully consummated within the time provided for in such Bona Fide Offer, or in the event that the terms of such Bona Fide Offer are modified, then Landlord's right to terminate this Lease shall remain in full force and effect, and

Tenant shall be obligated to submit to Landlord any such modified Bona Fide Offer or any subsequent Bona Fide Offer, in accordance with the provisions of subsection (a) of this Section 13.02.

ARTICLE 14

HOLDING OVER

In the event Tenant shall remain in occupation of the Premises after the expiration or earlier termination of this Lease, and in addition to having the right to remove the Tenant in any manner permitted by law, and in addition to all other rights Landlord may have in law, in equity, and under this Lease, Tenant shall be liable to Landlord for all Rent during any period of holdover in the amount equal to one hundred ten percent (110%) times the Rent payable immediately prior to such expiration or termination, and the tenancy created by acceptance of the rent and such holding over shall be that of a tenancy from month to month only.

ARTICLE 15

SURRENDER

Upon the expiration or earlier termination of the term of this Lease, Tenant shall, subject to the rights of Permitted Residents under Permitted Leases, quit and peacefully surrender and deliver to Landlord the possession and use of the Premises, without delay, in good order, condition and repair, except for reasonable wear and tear and free and clear of all liens, encumbrances and charges, and all rights of Tenant under this Lease and in the Improvements shall terminate and Tenant shall convey its fee interest in the Improvements to Landlord by deed pursuant to the laws of the State of Idaho. Tenant shall not remove any Personal Property, or any additions to or replacements thereof made during the Term of this Lease, and shall only remove its proprietary or confidential information and documents. Notwithstanding the termination of the Lease, Tenant shall remain liable to Landlord for any loss or damage suffered by the Landlord because of any Default of Tenant. Upon surrender, Tenant shall assign to Landlord or Landlord's designee all Permitted Leases, subleases and other agreements and rights relating to the operation or use of the Premises, or Tenant's interest in them, as Landlord may request. The provisions of this Article shall survive for one (1) year following the expiration or earlier termination of this Lease. Tenant shall cooperate with Landlord to provide any documentation reasonably requested by Landlord for surrender of the Premises to ensure that Landlord has good and lawful title to the Premises following termination of the Lease.

ARTICLE 16

SIGNS; NAMING RIGHTS; ADDITIONAL HOUSING

Section 16.01 Signs. Tenant shall not install or replace, nor permit the installation or replacement by others, of any signs or advertising matter visible from the exterior of the Premises without the prior written consent of Landlord, which consent will not be unreasonably denied, withheld, delayed or conditioned, so long as such signs conform to the University's design standards for similar signs on its campus and with the University's regulations on use of the

University name and marks. Tenant shall comply with all applicable requirements of governmental and Landlord authorities and policies having jurisdiction and shall obtain all necessary governmental approvals prior to the installation or replacement of any sign or other advertising matter permitted by Landlord.

Section 16.02 Naming Rights. Landlord shall retain all naming rights and Tenant shall cooperate with Landlord in the naming of any portion of the Premises, with Tenant being permitted to have a representative serve as an ad hoc member of the naming committee. All money related to the naming rights shall remain the Landlord's. The naming of all Improvements shall comply with Landlord's naming rights policies. Any costs related to a change in the name of the Premises after Substantial Completion shall be paid by Landlord. Tenant shall permit Landlord to install new project signs associated with naming rights at the Landlord's sole cost and expense. Such approval from Tenant for the installation of signs shall not be unreasonably withheld or delayed.

Section 16.03 Additional University On-Campus Housing. Conditioned upon Tenant meeting all of its contractual obligations with regard to the Project, if the University desires to expand the Project by three hundred (300) beds, the University shall, to the extent permitted by applicable state laws and University Purchasing Policy, offer a right of first offer to Tenant for such expansion with the goal of incorporating the additional 300 beds into this Lease and the Project Operating Agreement. The University agrees that for a period of fifteen (15) years from the first date that the Project is occupied by Student Residents, any increase in the total number of undergraduate beds on the University's campus (other than the contemplated 300 bed increase described above) will be undertaken in a commercially reasonable manner, which will include the University engaging and following the recommendations of a qualified third party, which shall be approved by Tenant, to conduct an analysis of the need for additional on-campus undergraduate student housing and a determination that such additional housing will not materially adversely impact the Gross Revenue of the Project. The University shall have the right, but not the obligation to engage in negotiations with EdR and permit EdR to make a first offer for such additional development prior to discussions with third parties. The University agrees that as a condition precedent to constructing any additional on-campus housing the Project must have achieved proforma results for the prior three Fiscal Years. In addition, any additional on-campus housing shall not be exempted for any reason, including the terms of any financing instrument, from the University's agreement to treat all on-campus housing (including the Project) on a pari passu basis with respect to room assignments and summer conferences, except as affected by student preference.

ARTICLE 17

INDEMNITY

Section 17.01 Tenant's Indemnification of Landlord.

(a) Tenant shall defend with competent counsel, indemnify and hold harmless the University, the State of Idaho, and the State Board of Education, and its trustees, officers, agents, employees and affiliated and support entities from and against any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, costs, charges and expenses, including, without limitation, reasonable fees of architects, engineers, consultants and attorneys

and costs associated with administrative and judicial proceedings incurred by Landlord relating to Tenant's obligations under this Lease, which may be imposed upon, incurred by or asserted against Landlord in connection with any of the following (collectively, the "**Claims**"):

(i) Any work done in, on or about the Premises or the Construction Easement Areas;

(ii) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises, the Construction Easement Areas or any part thereof, except where such claims are a result of the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees;

(iii) Any act or omission of Tenant or any of its agents, concessionaires, contractors, servants, employees, or invitees excluding the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees;

(iv) Any accident, injury or death to any person or damage to any property occurring in, on or about the Premises or the Construction Easement Areas, except resulting from the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees; or

(v) Any failure by Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in this Lease required by the provisions of this Lease to be complied with or performed by Tenant.

(b) In addition to, and without limiting the generality of, the foregoing provisions of this Article, Tenant shall indemnify, and hold harmless the University, the State of Idaho, and the State Board of Education, and its trustees, officers, agents, employees and affiliated and support entities, from and against all claims which may be imposed upon, incurred by or asserted against Landlord, arising out of (i) the use, generation, storage, Release, or disposal of Hazardous Materials (defined below) on or about the Premises or the Construction Easement Areas by or on behalf of Tenant during Tenant's use of the Premises or the Construction Easement Areas including, without limitation, the cost of any required or necessary decommissioning, repair, cleanup, or remediation and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, (ii) any Release or threatened Release during Tenant's use of the Premises or the Construction Easement Areas of such Hazardous Materials at, on, to, or into the Premises or the Construction Easement Areas, including groundwater, or from the Premises or the Construction Easement Areas on, to, or into any adjoining property or other property, including groundwater, (iii) the failure by Tenant, any subtenant or any person claiming under Tenant to comply with any of the Requirements of this Lease, including without limitation all Environmental Laws, or the common law; or (iv) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from (A) any Release or threatened release during Tenant's use of the Premises or the Construction Easement Areas of such Hazardous Materials in violation or breach of this Lease or any Environmental Law, and/or (B) such failure during Tenant's use of the Premises or the Construction Easement Areas to comply with, or otherwise arising under, any of the Requirements, including without limitation all Environmental Laws, or the common law.

(c) For purposes of this Lease, the following terms shall have the following definitions:

(i) **"Environmental Law"** means any applicable present or future federal, state or local law, statute, rule, regulation or ordinance relating to the regulation, pollution, preservation or protection of human health, safety, the environment, or natural resources or to emissions, discharges, Releases or threatened Releases of pollutants, contaminants, Hazardous Materials or wastes into the environment (including ambient air, soil surface water, ground water, wetlands, land or subsurface strata).

(ii) "**Hazardous Materials**" means and includes any (a) "hazardous substances", "pollutants" or "contaminants" (as defined in the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.* ("**CERCLA**"), or the regulations pursuant to CERCLA), including any element, compound, mixture, solution, or substance which is or may be designated pursuant to Section 102 of CERCLA; (b) all substances which are or may be designated pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.* ("**FWPCA**"); (c) any hazardous waste having the characteristics which are identified under or listed pursuant to Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* ("**RCRA**") or having such characteristics which shall subsequently be considered under RCRA to constitute a hazardous waste; (d) any substance containing petroleum, as that term is defined in RCRA; (e) any toxic pollutant which is or may be listed under FWPCA; (f) any hazardous air pollutant which is or may be listed under the Clean Air Act, 42 U.S.C. §7401 *et seq.*; (g) any imminently hazardous chemical substance or mixture with respect to which action has been or may be taken pursuant to the Toxic Substances Control Act, 15 U.S.C § 2601 *et seq.*; (h) any substance or mixture subject to regulation under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, (i) waste oil and other petroleum products; (j) any asbestos, urea formaldehyde, or polychlorinated biphenyls, or material which contains one or more of such substances; or (k) any other materials, chemicals, substances, products, or wastes which are now or hereafter either (i) deemed by any governmental authority with appropriate jurisdiction over Tenant to be, under any applicable Environmental Law, contaminants or pollutants, or hazardous, toxic, radioactive, ignitable, reactive, corrosive, or otherwise harmful to the environment or (ii) otherwise regulated pursuant to any applicable Environmental Law.

(iii) **"Release"** means any release, issuance, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment or into or out of any property, including the movement of Hazardous Materials through the air, soil, surface water, ground water or property other than as specifically authorized by and in compliance with all Environmental Laws.

(d) If any action or proceeding is brought against Landlord because of any one or more of the claims described above in this Section 17.01, Tenant, at its sole cost and expense, upon written notice from Landlord, shall defend that action or proceeding by competent counsel reasonably acceptable to Landlord and approved by Landlord in writing.

Section 17.02 Landlord's Remediation Obligations. Except as to the presence of Hazardous Materials actually discovered by Tenant in the development and construction of the

Improvements and provided for in the Plans, if Hazardous Materials are discovered on the Land during the Term of this Lease, and such Hazardous Materials are shown to have been present prior to the commencement of this Lease or such Hazardous Materials are the result of a Release caused by Landlord, Landlord will at its own expense conduct any actions necessary to remediate the Hazardous Materials on the Land to a concentration level approved by the relevant governmental authority.

Section 17.03 Survival. The provisions of this Article shall survive the expiration or earlier termination of this Lease with respect to events, acts or omissions during Tenant's Use Period.

ARTICLE 18

INSURANCE

Section 18.01 Property Insurance.

(a) During the Term, Tenant shall procure and maintain physical damage insurance covering the Premises through the policies purchased by Tenant as an Operating Expense, in an amount equal to at least one hundred percent (100%) of the replacement cost of the Premises. Such insurance shall contain broad form coverage as may be customary for like properties in the vicinity from time to time during the term of this Lease. Tenant expressly acknowledges and agrees that the replacement value must include all changes or additions necessary to meet then current building codes and applicable laws, including but not limited to Environmental Laws.

(b) At the request of Landlord, and at the sole cost and expense of Tenant as an Operating Expense, the replacement value of the Improvements shall be determined from time to time, but not more frequently than once every five (5) years, by an insurance appraiser mutually acceptable to Landlord and Tenant. Tenant shall promptly notify Landlord in writing of such determination.

(c) Tenant hereby waives any right of recovery from Landlord, the State of Idaho, the Idaho State Board of Education, its officers, and employees (collectively, the "**Landlord Parties**") and releases and discharges Landlord Parties from all claims, damages, losses or demands whatsoever which Tenant may have or acquire arising out of damage to or destruction of the Premises or Tenant's business caused by fire or other perils unless such loss or damage shall have been caused by the negligence or willful misconduct of the Landlord Parties and not covered by Tenant's insurance.

(d) Tenant shall have a waiver of subrogation clause endorsed to and made a part of its property insurance policy or policies.

(e) The insurance policies required by this Sections 18.01 shall name Landlord, the Idaho State Board of Education and the State of Idaho as an additional insured.

(f) Tenant shall be responsible from dollar one for any deductible amount for which coverage is not available under the insurance maintained pursuant this Section 18.01.

Tenant shall be permitted to increase or decrease such deductible amount from time to time on a commercially reasonable basis; provided that Tenant shall provide Landlord at least thirty (30) days prior written notice of any change in the deductible amount payable by Tenant.

Section 18.02 Other Insurance. Tenant, at its sole cost and expense, shall procure and maintain during the term of this Lease, the following policies of insurance:

(a) Worker's Compensation and Employers Liability as required by state law;

(b) Disability Benefits as required by law;

(c) Customary business interruption insurance for continuing expenses including Rent described under Article 6;

(d) Commercial General Liability written on an occurrence basis with limits of $1,000,000 per occurrence and a $3,000,000 aggregate including, but not limited to, coverage for bodily injury, personal injury, property damage, ongoing and completed operations, products and contractual liability referring to this Lease;

(e) Automobile Liability with a $1,000,000 combined single limit for bodily injury or property damage covering vehicles owned, non-owned, hired or otherwise used or furnished for the use of the Tenant, its associates, employees, representatives, volunteers or agents;

(f) An Umbrella follow form liability insurance policy or policies that shall increase to $50,000,000 the limits of coverage provided by the insurance required by subsections (c) and (d) of this Section 18.02; and

(g) Professional Liability / Errors and Omissions insurance written on an occurrence basis with limits of $1,000,000 per occurrence.

Section 18.03 Responsibility of Tenant During Construction. Prior to commencement of the construction of the Premises, Tenant at its own expense shall obtain, furnish to Landlord, or cause its contractors to obtain and furnish to Landlord, and maintain through the full completion of construction of the Improvements in accordance with all provisions of this Lease, the following policies of insurance:

(a) Each of the policies of insurance required by subsection (a) through (e) of Section 18.02;

(b) Architects and engineers professional liability insurance in an amount of at least $2,000,000 covering errors and omissions, bodily injury and property damage (including contractual liability coverage with all coverage retroactive to the earlier of the date of this Lease or the commencement of professional services in relation to the Premises or the Construction Easement Areas). Architect/Engineer shall maintain this coverage for a period of three years after the date of final payment by Tenant to each architect, engineer and contractor relating to the construction of the Improvements under this Lease. This Professional Liability Insurance may be written on a claims made basis or any other basis as is expressly identified to Tenant by the University in writing. During the Term of this Lease, and annually for three (3) years after the

final payment by Tenant to each architect, engineer and contractor relating to the construction of the Improvements, each architect, engineer and contractor retained by Tenant, shall provide a certificate demonstrating that this insurance is being currently maintained, including, but not limited to, the policy's retroactive date.

(c) "All Risk" builders risk insurance for fire, flood, earthquake, terrorism, testing of mechanical or electrical devices and extended coverages on all the Premises and the Construction Easement Areas. The policy shall include Tenant, its contractors and subcontractors as named insureds and Landlord, as its interest may appear. The amount of insurance shall be 100% of full replacement cost. The policy shall contain a Consent of Occupancy endorsement, a waiver of subrogation clause in the form required by Section 18.01, and coverage for loss of income and business interruption.

Section 18.04 Evidence of Insurance – All Insurance Coverages. All insurance coverages required by this Article shall be obtained by valid and enforceable policies, in form reasonably acceptable to Landlord, issued by insurers of recognized responsibility and licensed to do business in the state in which the Premises is located. Upon the execution of this Lease, and thereafter upon Landlord's request and not less than twenty (20) days prior to the expiration dates of the policies furnished by Tenant, certificates with respect to Tenant's commercial general liability, umbrella liability, professional liability and property insurance policies and, during the period required by Section 18.04, of Tenant's builders risk insurance policy, and certificates of insurance for all other insurance coverages required by this Article, shall be delivered by Tenant to Landlord, with evidence reasonably satisfactory to Landlord of the payment of the full premiums on the policies. Tenant will name as additional insured Boise State University, the Idaho State Board of Education, and the State of Idaho.

Section 18.05 Minimal Requirements – Primary Insurance.

(a) The insurance coverages and limits required of Tenant by this Article shall be the minimum requirements of Tenant under this Lease and shall in no manner limit Tenant's liability to Landlord under this Lease. All policies of insurance described in Article 18 shall indicate any deductibles or self-insured retentions (SIR's) of no more than $25,000 per occurrence, as may be adjusted with reasonable approval of Landlord.

(b) The insurance policies required by Sections 18.02(c),(d) (e)(f) and (g) and 18.03(b) and (c) shall name Landlord, the Idaho State Board of Education and the State of Idaho as an additional insured with respect to the obligations, indemnifications and liabilities of Tenant under this Lease. Acceptable additional insurance policy endorsements are as follows: ISO Form Additional Insured Endorsement CG 20 10 11 85, or the carrier's manuscript equivalent acceptable to the Landlord, that includes completed operations, naming Landlord as an additional insured with respect to Landlord's project name. The policies of insurance described in the preceding sentence shall be primary and non-contributory of any insurance carried by Landlord, and Tenant shall furnish to Landlord the written consent of the insurer that the policies are primary and non-contributory.

Section 18.06 Notice of Cancellation. The policies and certificates evidencing the policies of insurance shall provide for prior written notice according to the terms of the policy to Landlord

of any cancellation, non-renewal, reduction in amount or material change in insurance policy coverage.

Section 18.07 Quality of Insurance. All insurance required to be carried by Tenant by this Article 18 shall be issued by a company rated by A.M. Best with a minimum Class "IX" as to financial rating and "A" (Excellent) as to policyholder rating; provided that if such rating system ceases to be published or is converted to a different standard or otherwise revised, the required rating for the insurance carried by Tenant shall be adjusted to the equivalent rating under the revised rating system or, in no equivalent rating exists, to a standard agreed upon by Landlord and Tenant.

Section 18.08 Disbursement of Proceeds. All insurance policies required herein shall provide that any loss shall be adjusted and the proceeds paid as provided in this Lease.

Section 18.09 Deletion of Co-Insurance Requirements. Except for any insurance policies maintained pursuant to Section 18.01, any co-insurance requirements of any policy of insurance shall be deleted.

Section 18.10 Insurance Escalation Discussions. Promptly after the fifth (5th) anniversary of the Rent Commencement Date, and thereafter promptly after each subsequent fifth (5th) anniversary of the Rent Commencement Date, representatives of Landlord and Tenant shall confer with respect to the insurance coverages required to be maintained by Landlord and Tenant under this Lease and as to whether it is then commercially reasonable to increase such required insurance coverages.

ARTICLE 19

EMINENT DOMAIN

Section 19.01 Termination of Lease. If all or substantially all of the Premises shall be taken for any public or quasi-public use under any statute, by right of eminent domain or by transfer or purchase in lieu thereof (the "**Condemnation Proceedings**"), this Lease shall automatically terminate on the date title passes to or possession is taken by the taking authority, whichever occurs first. For purposes of this Article "substantially all" of the Premises shall be deemed taken if the portions not taken shall be insufficient for the continued operation by Tenant of a facility for the purposes described in Article 4.

Section 19.02 Distribution of Condemnation Proceeds. To the extent permitted by law, in the event of a taking in a Condemnation Proceeding which results in the termination of this Lease pursuant to Section 19.01, Landlord and Tenant shall cooperate in the prosecution of the Condemnation Proceeding and shall request the court or board having jurisdiction of the Condemnation Proceedings to determine the reversion value of the Land and the Tenant's leasehold estate and the Improvements separately. The aggregate net award (the "**Net Award**") for the taking of the of the Premises and Tenant's rights under this Lease, after deducting all expenses and costs, including attorney's fees, shall be payable on a pro rata basis to the extent of the funds available:

(a) To Landlord for the value of its interest in the Land so taken, subject to the encumbrances of this Lease; and

(b) To Tenant for the value of its leasehold interest and interest in the Improvements and this Lease so taken.

Section 19.03 Partial Taking. If less than substantially all of the Premises is taken (a "**Partial Taking**"), the term of this Lease shall continue, Rent shall be equitably abated and reduced in light of the portion of the Premises taken under such Partial Taking and Tenant promptly shall, at its own cost and expense, restore the Premises to as near like their condition prior to the Partial Taking as is reasonably practicable. The net award upon such a partial taking shall be paid to Landlord and Tenant in the manner and priority provided in Section 19.02 above. This Lease shall automatically terminate for the portion of the Premises taken by a Partial Taking.

Section 19.04 Landlord's Obligation to Pay Early Termination Fee. A taking under a Condemnation Proceeding or a Partial Taking shall not trigger Landlord's obligation to pay the Early Termination Fee unless such taking inures solely to the benefit of the University.

ARTICLE 20

LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

Section 20.01 Performance of Covenants. If Tenant shall fail to perform any of its obligations under this Lease, Landlord may, at its option, after the expiration of any grace or cure period available to Tenant with respect to such failure and the giving of thirty (30) days' notice to Tenant (except where otherwise stated herein), or with such notice as is reasonable in case of an emergency, perform any of such obligations.

Section 20.02 Reimbursement of Costs and Expenses. Any moneys paid and all costs and expenses incurred by Landlord, including reasonable attorneys' fees in the performance of Tenant's obligations under this Lease, together with interest on such moneys at the Default Rate until paid shall be paid by Tenant to Landlord on demand.

Section 20.03 No Waiver. Landlord's exercise of its rights under this Article shall not constitute a waiver of any other rights or remedies Landlord may have because of Tenant's Default.

ARTICLE 21

MORTGAGES

Section 21.01 Restriction on Mortgages. Except as provided in Section 21.02 below, Tenant shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Premises; (ii) place or suffer to be placed any lien or other encumbrance upon the Premises; (iii) suffer any levy or attachment to be made on the Premises; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Premises, or the rents, issues, profits or other income of the Premises, including, without limitation, any payments pursuant to, and the right to receive payment under, the Permitted Leases.

Section 21.02 Permitted Mortgages. Upon the approval of the Landlord, which approval shall be at the sole discretion of the Landlord, Tenant may encumber the Improvements (but not the Land) and/or the Gross Revenue by mortgage, deed of trust or security agreement to secure one or more loans (in each case, a **"Mortgage"**) with an Approved Mortgagee. For purposes of this Lease an **"Approved Mortgagee"** shall mean (i) a major U.S. commercial bank, a trust company or an insurance company or the U.S. branch of a foreign bank, trust company or insurance company with a Credit Rating of at least "BBB+" by S&P or "A3" by Moody's, which is not a Disqualified Mortgagee. "**Credit Rating"** means, with respect to any Person, the rating then assigned to such Person's unsecured, senior long-term debt obligations (not supported by third party credit enhancements), or if such Person does not have a rating for such senior unsecured long-term debt, the rating then-assigned to such Person as an issuer, corporate or similar rating. A proposed mortgagee shall be disqualified and become a Disqualified Mortgagee if:

(a) Any principal or officer of the assignee or the proposed mortgagee: (A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("OFAC") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable legal authority (such lists are collectively referred to as the "Lists"); (B) is an individual, corporation, partnership, limited liability company, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity (individually or collectively as the context requires, a "Person") who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Commerce, the United States Department of State including any agency or office thereof; (C) is owned or controlled by, or acts for or on behalf of, any Person on the Lists or any other Person who has been determined by competent authority to be a Person with whom a U.S. Person is prohibited from transacting business, whether such prohibition arises under U.S. law, regulation, executive orders or any lists published by the United States Department of Treasury or the United States Department of State including any agency or office thereof; or is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws. For purposes hereof, "U.S. Person" means any United States citizen, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, with a principal place of business within the United States or any of its territories. For purposes hereof, "Anti-Money Laundering Laws" means those laws, rules, regulations, orders and sanctions, state and federal, criminal and civil, that (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the United States; or (iii) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions are deemed to include, but not be limited to: the Executive Order Number 13224 on Terrorism Financing (September 23, 2001), the Patriot Act; the Currency and Foreign Transactions Reporting Act (also known as the Bank Secrecy Act, 31), the Trading with the Enemy Act, 50 U.S.C. Appx. Section 1 *et seq*., the International Emergency Economics Powers Act, 50 U.S.C. Section 1701 *et seq*., and the sanction regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, as amended.

(b) if such proposed mortgagee is debarred or suspended from doing business with the federal government or any state or local government or has been disbarred or suspended at any time during the five years preceding the assignment;

(c) if such proposed mortgagee or its chief financial officer has been convicted of any crime in any jurisdiction in which the possible sentence is greater than three years

(d) if such proposed mortgagee has (A) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (B) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (C) made an assignment for the benefit of creditors.

Section 21.03 Estoppel Certificate. The Landlord agrees to execute an estoppel certificate and any other similar documentation as reasonably may be required by an Approved Mortgagee to evidence the Landlord's consent to such Mortgage. Notwithstanding any foreclosure, Tenant shall remain liable for the performance of all the terms, covenants, and conditions of the Lease that by the terms thereof are to be carried out and performed by Tenant.

Section 21.04 Unencumbered Fee. No Mortgage shall extend to or affect the fee, the reversionary interest, or the estate of the Landlord in the Premises. No Mortgage shall be binding upon the Premises until a copy thereof has been delivered to the Landlord.

Section 21.05 Future Landlord Encumbrances. Landlord acknowledges and agrees that any future mortgage, pledge or encumbrance of Landlord's interest in the Land shall be subject and subordinate to Tenant's rights in this Lease.

Section 21.06 Foreclosure. If an Approved Mortgagee or an Approved Mortgagee Affiliate (as defined below) acquires, by deed-in-lieu, at a foreclosure of its mortgage or deed of trust, or otherwise, Tenant's interest in the Premises this Lease shall continue in full force and effect provided that such Approved Mortgagee or Approved Mortgagee Affiliate provides written notice to the Landlord within five (5) days of such acquisition. The acquisition by anyone other than an Approved Mortgagee or an Approved Mortgagee Affiliate of Tenant's interest in the Premises shall require the prior written approval of the Landlord. No agent or nominee shall be appointed to operate and manage any portion of the Premises without obtaining the prior written approval of the Landlord. Such approval shall be withheld or granted under the terms and conditions described in this Lease. Notwithstanding anything to the contrary contained in this Article 21, the Landlord may withhold approval of any purchaser (other than the Approved Mortgagee or an Approved Mortgagee Affiliate) of Tenant's interest in the Premises if the Landlord determines in its sole but reasonable discretion that such purchaser's acquisition would in any material way impair the operations of the Premises. As used in this Article 21, **"Approved Mortgagee Affiliate"** means a corporation, limited liability company, or other entity that Controls, is owned and Controlled by, or is under common ownership and Control with, an Approved Mortgagee.

Section 21.07 Rights of Approved Mortgagees.

(a) For so long as a Mortgage with an Approved Mortgagee shall remain unsatisfied of record or until written notice of satisfaction of such Mortgage is given by the Approved Mortgagee to the Landlord and so long as the Landlord has approved the mortgagee in writing in accordance with Section 20.02 hereof, the provisions of this Section 21.06 shall apply to each such Approved Mortgagee. In the event of any assignment of a Mortgage or in the event of a change of address of an Approved Mortgagee or of an assignee of such Approved Mortgagee, written notice of such new name and/or address shall be promptly provided to the Landlord.

(b) No termination, cancellation, rejection, surrender, amendment or modification (other than by expiration of the Term or early termination in accordance with this Lease) of any Lease or release of the Concessionaire thereunder shall be effective as to any Approved Mortgagee unless consented to in writing by such Approved Mortgagee. Without limiting the generality of the foregoing, no rejection of any Lease by Tenant or by a trustee in bankruptcy for Tenant shall be effective as to any Approved Mortgagee unless consented to in writing by such Approved Mortgagee.

(c) The Landlord shall, on serving Tenant with any notice of any default under this Lease, simultaneously serve a copy of such notice upon any Approved Mortgagee. No such notice by the Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to any Approved Mortgagee in the manner specified herein. From and after the date such notice has been given to an Approved Mortgagee, such Approved Mortgagee shall have the same period, after its receipt of such notice, for remedying any default specified in such notice or causing the same to be remedied as is given to Tenant after the giving of such notice to Tenant to remedy, commence remedying or cause to be remedied the defaults specified in any such notice, but such Approved Mortgagee shall in no manner be obligated to do so. The Landlord shall accept such cure by or at the instigation of the Approved Mortgagee as if the same had been performed by Tenant. The Tenant hereby authorizes any Approved Mortgagee to take any such action as such Approved Mortgagee deems necessary to cure any such default and does hereby authorize entry upon the Premises by such Approved Mortgagee for the purpose of curing such defaults.

Section 21.08 Approved Mortgagee Rights upon Termination.

(a) In the event that the Landlord shall elect to terminate this Lease by reason of any default of Tenant under Article 25, such Approved Mortgagee shall have the right, which right shall be exercised, if at all, within thirty (30) days after such Approved Mortgagee receives notice of the Landlord's election to terminate such Lease, to postpone and extend the specified date for the termination of such Lease as fixed by the Landlord in its notice of termination for a period of not more than six (6) months, provided that such Approved Mortgagee shall, during such six (6) month period, (a) pay or cause to be paid any Rent and other payments and charges as the same become due and perform all of Tenant's other obligations under this Lease, excepting (i) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease provided that such lien, charge or encumbrance is junior in priority to the lien of the mortgage held by such Approved Mortgagee and does not affect the Landlord's fee simple interest in the Premises, and (ii) past non-monetary obligations then in default and not

reasonably susceptible of being cured by such Approved Mortgagee, and (b) if not enjoined or stayed, take steps to acquire or sell (but only to a Qualified Assignee) Tenant's interest in such Lease by foreclosure of the Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(b) If at the end of such six (6) month period such Approved Mortgagee is complying with the immediately preceding paragraph and such Approved Mortgagee is prohibited by any process or injunction issued by any court of competent jurisdiction or by reason of any action in any court of competent jurisdiction from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, such Lease shall not then terminate, and the time for completion by such Approved Mortgagee of its proceedings shall continue so long as such Approved Mortgagee is enjoined or stayed and thereafter for so long as such Approved Mortgagee proceeds in good faith and with due diligence to complete steps to acquire or sell (but only to a Qualified Assignee) Tenant's interest in this Lease by foreclosure of the Mortgage or by other appropriate means. Nothing in this paragraph, however, shall be construed to extend this Lease beyond the original Term or to require an Approved Mortgagee to continue foreclosure proceedings after a default has been cured. In the event that such default shall be cured and the Approved Mortgagee shall discontinue such foreclosure proceedings, this Agreement and such Lease shall continue in full force and effect as if Tenant had not defaulted.

(c) In the event that an Approved Mortgagee complies with this Section 21.07 and such Approved Mortgagee acquires Tenant's right title and interest in any Lease by foreclosure or otherwise, then, upon the acquisition of Tenant's right, title and interest in this Lease by such Approved Mortgagee or an Approved Mortgagee Affiliate, or any other purchaser or assignee at a foreclosure sale or otherwise (but only if such other purchaser or assignee is a Qualified Assignee), this Agreement and such Lease shall continue in full force and effect as if Tenant had not defaulted.

ARTICLE 22

DAMAGE OR DESTRUCTION

Section 22.01 Restoration of Improvements. If the Premises or any part thereof shall be damaged or destroyed by fire or otherwise, Tenant shall promptly (and in any event no later than five (5) days following the event causing the damage or destruction) notify Landlord, and, to the extent of the insurance proceeds available for such purpose (with the funds derived from the insurance acquired pursuant to Article 18 made available for such purpose), restore, repair, replace, or rebuild the Improvements and provide substitute housing for the Permitted Residents. The restoration shall be at least equal in quality and class to the original Work, shall be performed pursuant to a design, plans and specifications each approved by Landlord, which approval the Landlord will not unreasonably deny, delay or condition, and in accordance with all provisions applicable to the Work and all other provisions of this Lease. The restoration shall be commenced within ninety (90) days from the date of the damage or destruction; provided, however, that Landlord shall grant such extensions of time for the adjustment of insurance and the preparation of the plans and specifications as reasonably may be required. The architect or engineer in charge of the restoration shall be selected by Tenant and approved in writing by Landlord. Tenant shall

diligently complete the restoration. The University will cooperate with Tenant to house any tenants displaced during such restoration in existing University housing to the extent available.

Section 22.02 No Right to Surrender; No Relief from Rent Obligations. No destruction or damage to the Premises or any part thereof shall permit Tenant to surrender this Lease or shall relieve Tenant from its obligation to pay Rent or from any of its other obligations under this Lease. Tenant waives any rights now or in the future conferred upon it by statute or otherwise to quit or surrender this Lease or to any rebate, refund, suspension, diminution, abatement or reduction of rent on account of any destruction or damage to the Premises, except as otherwise specifically provided herein.

Section 22.03 Restoration at End of Term. Notwithstanding the foregoing, during the last two (2) years of the Term, if the Improvements are damaged or destroyed and replacement would be commercially unreasonable given the then current economic housing market, Tenant shall not be obligated to repair and restore damage to the Premises and may terminate this Lease if the following conditions are satisfied: (a) Tenant shall remit to Landlord the then remaining amount of funds allocated to the capital repair and replacement balance sheet reserve; (b) Landlord shall be entitled to any insurance proceeds; and (c) Tenant shall deliver to Landlord an instrument releasing, demising, conveying and transferring to Landlord all of Tenant's rights, title and interest under this Lease.

Section 22.04 Damages for Failure to Comply with Repair Obligations. If the restoration, repair, replacement, or rebuilding of damaged or destroyed portions of the Premises is not substantially completed in accordance with Section 22.01 within a reasonable time after the date of such damage or destruction, Landlord may terminate this Lease upon thirty (30) days written notice thereof to Tenant and, in such event, Landlord shall receive the proceeds of all insurance obtained in accordance with Article 18 of this Lease to the extent such proceeds have not been expended on or committed to such restoration and Tenant shall deliver to Landlord an instrument releasing, demising, conveying and transferring to Landlord all of Tenant's rights, title and interest under this Lease.

ARTICLE 23

TITLE PROVISIONS

Section 23.01 Quiet Enjoyment. Tenant, upon payment of the Rent and the performance and observance of all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone claiming by, through or under Landlord.

Section 23.02 Landlord's Title. Landlord represents and warrants to Tenant that it has fee simple title to the Land and the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it.

Section 23.03 Future Landlord Encumbrances. Landlord acknowledges and agrees that any future mortgage, pledge or encumbrance of Landlord's interest in the Land or Improvements shall be subject to Tenant's rights in this Lease.

ARTICLE 24

DISPUTE RESOLUTION

Section 24.01 Dispute Resolution. In recognition of the long term nature of each party's commitment to the other and the substantial investment made by Tenant with regard to the Premises, in the event of a dispute, Landlord and Tenant agree that dispute resolution shall proceed as follows: first, negotiation as provided in Section 24.02; second, mediation, as provided in Section 24.03; and third, if the parties are still unable to resolve their dispute, the complaining party shall have all of the rights set forth in this Lease and available to such party under applicable law to pursue adjudication and resolution of the dispute ("**Dispute Resolution**"). Notwithstanding anything to the contrary herein, Landlord shall not be required to engage in negotiation under Section 24.02 or mediation under Section 24.03 prior to seeking legal redress for a Tenant Event of Default under Sections 25.01(a), (c), (d), (e), (f), (h), (i) and (j) of this Lease.

Section 24.02 Negotiation. In addition to its ongoing guidance role for the Premises, the Advisory Committee established as provided in the Operating Agreement shall serve as the first step of the dispute resolution process of the Landlord and Tenant. As to any dispute that cannot be resolved in the normal course, prior to resorting to any other remedies, the parties shall first attempt in good faith to resolve any dispute promptly by convening an in person meeting of the Advisory Committee. Any member of the Advisory Committee may give notice to the other members of any dispute not resolved in the ordinary course of business, specifying the basis of the dispute and any pertinent facts. Within fifteen (15) days after delivery of the notice, the Advisory Committee shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. If the Advisory Committee cannot reach unanimous consensus on the resolution of a dispute, the parties shall proceed to mediation as set forth in Section 24.03.All negotiations and materials provided pursuant to this negotiation process are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence under applicable law and statements made by any party during negotiation may not be used against it in later proceedings if the parties fail to resolve the dispute during negotiation.

Section 24.03 Mediation. If a dispute has not been resolved by the Advisory Committee as provided above within twenty (20) days, or the parties failed to meet within fifteen (15) days after delivery of the initial notice of negotiation, the parties shall endeavor to resolve the dispute by private mediation in the city or town where the Premises is located, or the nearest feasible location. If Landlord and Tenant cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator, and the two mediators chosen by Landlord and Tenant shall then choose a third person who will serve as mediator. The parties agree to each have a representative present at the mediation who has authority to bind it to a written settlement agreement, subject to the approval of the Board of Directors of Tenant and any consents or approvals required by legislation and regulations governing Landlord. The initial mediation session shall be held promptly (but not more than thirty (30) days following appointment of the mediator). All negotiations and materials provided pursuant to this mediation process are confidential and shall be treated as compromise and

settlement negotiations for purposes of applicable rules of evidence under applicable law. Positions and statements made by any party during mediation may not be used against it in later proceedings if the parties fail to reach a settlement agreement during mediation. Each party shall bear its own expenses and shall pay an equal share of the expenses of the mediator. Agreements reached in any mediation proceeding shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 24.04 Further Legal Action. Except as otherwise provided in this Lease, it is the intent of the parties that these negotiation and mediation procedures shall govern any dispute under this Lease and either party shall have the right to specifically enforce the negotiation and mediation procedures before the other party may seek legal redress in a court of law. If a dispute has not been resolved by negotiation and mediation as provided in Sections 24.02 and 24.03, either party shall have the right to commence legal action. Any legal actions brought to enforce this Lease shall be brought in the courts located in Ada County, Idaho. The parties hereto each irrevocably consent to the jurisdiction of such courts.

ARTICLE 25

DEFAULT

Section 25.01 Tenant Events of Default. Any one or more of the following events shall constitute an event of default of Tenant under this Lease (a "**Tenant Event of Default**" or "**Tenant Default**"):

(a) Tenant's failure to pay any Rent, or any other amount due hereunder, when due and payable, and the continuation of the failure to pay said obligations for thirty (30) days after written notice from Landlord to Tenant.

(b) Tenant's failure to observe and perform any of the other terms, covenants, conditions, limitations or agreements under this Lease on Tenant's part to be observed or performed and the continuation of the failure for a period of thirty (30) days after notice from Landlord to Tenant specifying the nature of the failure; provided that if the default involved is curable but not within thirty (30) days, then so long as Tenant shall commence the cure involved within such thirty (30) day period after notice and thereafter diligently pursue completing the cure, the time within which such cure must be completed shall be extended for the period necessary to complete the cure

(c) If Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future federal, state or other bankruptcy or insolvency statute or law (collectively, "**Insolvency Laws**"), or shall seek, consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease, as applicable, or of all or any substantial part of its properties or of the Premises or Improvements, or

shall make a general assignment for the benefit of creditors, or be unable to pay its debts as they mature.

(d) The commencement of any action, case or proceeding against Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease seeking (i) any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Insolvency Laws, or (ii) the appointment, without the consent or acquiescence of Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease, as applicable, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Premises, and such proceedings shall continue undismissed for a period of sixty (60) days.

(e) If Tenant shall abandon the Premises.

(f) If a Lien is filed against the Premises and Tenant fails to furnish a bond or otherwise obtain a release or discharge of the Lien as required by Article 11 of this Lease.

(g) If any warranty or representation of Tenant contained in this Lease is untrue in any material respect as of the date made.

(h) Tenant, Parent or any guarantor of the performance of Tenant's covenants and obligations under this Lease shall be dissolved or liquidated or shall be involved in proceedings towards dissolution or liquidation, except in conjunction with a permitted assignment to a Tenant Party or a Permitted Change in Control, neither of which shall constitute a Tenant Event of Default.

(i) An assignment of this Lease in violation of Article 13.

(j) Any mortgage of the Premises that is not approved by Landlord or in violation of Article 21.

Section 25.02 Chronic Default. Tenant shall be deemed in "**Chronic Default**" under this Lease if Tenant, more than three (3) times in any twenty-four (24) month period, fails to make a payment of Rent or other amount due hereunder, when due and payable or fails to observe and perform any other terms, covenants, conditions, limitations or agreements under this Lease on Tenant's part to be observed or performed (regardless of whether Tenant has timely cured). If Tenant is in Chronic Default, then Landlord shall be permitted to declare a Tenant Event of Default pursuant to Section 25.01(a) or (b) by providing written notice to Tenant and Tenant shall have no further cure periods for a default in the payment of Rent or other amount due hereunder.

Section 25.03 Remedies on Tenant Default.

(a) Upon the occurrence of a Tenant Event of Default under Sections 25.01(b) or (g) of this Lease, Landlord and Tenant shall first attempt to resolve the Tenant Default by engaging in negotiation under Section 24.02 and, if necessary, mediation under Section 24.03.

(b) Upon the occurrence of any other Tenant Event of Default, or if the negotiation and mediation provided for in Section 25.03(a) is unsuccessful, Landlord, at its option, shall have the following remedies:

(i) pursue an action for any and all actual damages incurred by or asserted against Landlord as a result of Tenant's Default, including reasonable attorney's fees incurred;

(ii) pursue an action for specific performance (except as provided in Section 13.01(b));

(iii) with respect to any defaults occurring during the construction of the Improvements, exercise any rights Landlord may have under any applicable performance bond;

(iv) subject to the rights of the Permitted Residents under Permitted Leases, terminate this Lease and the rights of Tenant hereunder and take possession of the Premises upon payment to Tenant of the Early Termination Fee at the time of the termination, less any fees resulting from the determination of the Early Termination, which shall be paid by Tenant, less any damages due to Landlord as a result of Tenant's Default, such damages to be agreed to by the parties or determined through Dispute Resolution; provided that Landlord shall not be required to pay the Early Termination Fee upon the occurrence of a Tenant Event of Default under Sections 25.01(e), (i) or (j); and for a Tenant Event of Default described in Section 25.01(f), Tenant must have failed to furnish a bond or otherwise obtain a release or discharge of the Lien within a year from the date of filing of the Lien;

(v) require Tenant to market and assign its rights in and obligations under this Lease to a Qualified Assignee at a price not less than a sum equal to the Early Termination Fee at the time of the termination, less any fees resulting from the determination of the Early Termination. In such case, Tenant will pay the costs of the marketing and assignment of its rights and obligations under this Lease and will be entitled to the proceeds from such assignment, less any damages due to Landlord as a result of Tenant's Default; provided that, before Landlord may require Tenant to assign its rights in and obligations under this Lease pursuant to this provision because of a Tenant Event of Default described in Section 25.01(a) or (b), Tenant must be in Chronic Default; and for a Tenant Event of Default described in Section 25.01(f), Tenant must have failed to furnish a bond or otherwise obtain a release or discharge of the Lien within a year from the date of filing of the Lien; and

(vi) exercise or pursue any other remedy or cause of action permitted under this Lease or available at law or in equity to recover actual damages suffered by Landlord as a result of Tenant's Event of Default.

Section 25.04 Landlord Events of Default. A "**Landlord Event of Default**" shall occur if Landlord fails to observe and perform any of the material terms, covenants, conditions, limitations or agreements under this Lease on Landlord's part to be observed or performed and the continuation of the failure for a period of thirty (30) days after notice from Tenant to Landlord specifying the nature of the failure; provided that if the default involved is curable but not within thirty (30) days, then so long as Landlord shall commence the cure involved within such thirty (30) day period after notice and thereafter diligently pursue completing the cure, the time within which such cure must be completed shall be extended for the period necessary to complete the cure.

Section 25.05 Remedies on Landlord Default. Upon a Landlord Event of Default, Landlord and Tenant shall engage in negotiation under Section 24.02 and, if necessary, mediation under Section 24.03, and, if such negotiation and mediation are unsuccessful Tenant shall have the following remedies:

(a) pursue an action for specific performance of Landlord's obligations under this Lease;

(b) pursue an action for any and all actual damages incurred by or asserted against Tenant as a result of Landlord's Event of Default, as may be permitted by law; and

(c) exercise or pursue any other remedy or cause of action permitted under this Agreement or available at law or in equity to recover actual damages suffered by Tenant as a result of Landlord's Event of Default and/or seek specific performance of this Lease.

Section 25.06 Payments. If Tenant fails to make any payment due under this Lease in full when due, that portion of the payment that remains unpaid shall bear interest at the Default Rate.

Section 25.07 No Termination of Agreement During Pendency of Negotiation or Mediation. So long as the parties are engaged in good faith in negotiation under Section 24.02 or mediation under Section 24.03, no notice of termination or threatened termination of this Lease may be given by any party seeking to enforce remedies for a default under this Lease.

Section 25.08 Rights and Remedies Cumulative. Except as expressly designated as an exclusive remedy, no right or remedy contained herein is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

Section 25.09 Consequential Damages. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby agree that neither shall seek consequential damages, punitive damages, treble or other multiple damages, and damages for lost opportunity or lost profits for claims, disputes, or other matters arising out of or relating to this Lease (collectively, "**Consequential Damages**").

ARTICLE 26

EARLY TERMINATION OPTIONS

(a) Early Termination Options. Landlord shall have the option to terminate this Lease on the 10th anniversary date of the Rent Commencement Date, and thereafter every five (5) years, upon (i) two (2) year's prior written notice to Tenant and (ii) payment of the Early Termination Fee upon closing. Upon termination of this Lease, the Improvements, the Personal Property, and all additions, alternations and improvements thereto or replacements thereof shall be deemed to be the property of Landlord as provided in Article 14 of this Lease. "**Early Termination Fee**" shall mean an amount equal to the net present value of Estimated Annual Net Income for the remaining part of the Term with residual value of the Improvements of zero dollars ($0.00), calculated utilizing a seven and a quarter percent (7.25%) discount rate minus the Replacement Reserve Allocation Excess.

(b) "**Estimated Annual Net Incomes**" shall mean the expected Net Income of Tenant each year for the remaining part of the Term calculated based on the average rate of increase of Tenant's Net Income for the five (5) years preceding the determination of the Early Termination Fee, or the corresponding proforma amount if the Lease is terminated prior to the 5th year (the "**Estimated Net Income Percentage Increase Rate**"); provided that for purposes of calculating Estimated Net Income, the Estimated Net Income Percentage Increase Rate shall not be less than (i) the greater of three percent (3%) CPI; and (ii) shall not be greater than six percent (6%).

(c) In the event of an assignment of this Lease to a Qualified Assignee, the Early Termination Fee shall be equal to the consideration set forth in the Bona Fide Offer.

ARTICLE 27

MISCELLANEOUS

Section 27.01 University Accreditation. Tenant agrees to (a) cooperate with the University in the University's accreditation process and (b) take all actions and do all things necessary to ensure that its possession, use, operation and management of the Premises does not negatively affect the University's accreditation.

Section 27.02 Approvals. Tenant, at its sole expense, shall take all actions and do all things necessary to obtain, and shall make and diligently prosecute applications for all approvals, from all governmental or administrative agencies or regulatory bodies having jurisdiction, for the construction and operation of the Improvements upon the Land, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements, building permits, certificates of occupancy, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site Improvements, curbcuts, and utility lines and services. Landlord shall reasonably cooperate with Tenant in such applications and appeals, if any, without expense to Landlord, provided the approvals sought are consistent with the provisions of this Lease.

Section 27.03 No Representations Regarding Use Regulations. No representation, statement, or warranty, express or implied, has been made by Landlord as to the condition of the Land, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations ("**Use Regulations**"). Tenant assumes all responsibility for compliance with the Use Regulations, and Landlord shall have no liability or responsibility for any defect in the Land or for any limitations upon the use of the Land.

Section 27.04 Conditions Precedent. The effectiveness of this Lease shall be subject to the approval of the Idaho State Board of Education and any additional consents or approvals required by legislation and regulations governing Landlord.

Section 27.05 Force Majeure. Neither Landlord nor Tenant shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from Force Majeure. For purposes of this Agreement, Force Majeure means any event or condition beyond the reasonable control of a party which, despite its reasonable efforts to prevent, avoid, delay or mitigate, prevents, impacts or delays a party from performing its

obligations under this Lease. Force Majeure includes, but is not limited to: (a) acts of God; (b) flood, fire, hurricane, earthquake or unusually severe weather; (c) epidemic or quarantine; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, explosion, riot or other civil unrest; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this Agreement; (g) action by any governmental authority; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) shortage of adequate power or transportation facilities; (k) significant and severe change in the economic condition of a party related to market forces or unforeseen loss of government funding beyond the control of such party and not proximately related to such party's own actions; (l) significant increases in the price of construction labor and materials prior to commencement of the Project that are greater than the average annual increases in the last ten years; (m) failures in the banking and financial systems of the United States; and (n) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**"). The Impacted Party shall give notice as soon as practicable but in any event, within ten (10) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Force Majeure events shall not excuse Tenant from the prompt payment of Rent as required under this Lease.

Section 27.06 Relationship of the Parties. This Lease shall not be deemed or construed to create or establish any partnership or joint venture or similar relationship or arrangement between the parties.

Section 27.07 Authorized Representatives. Tenant hereby appoints the following as its respective Authorized Representatives during Development of the Project: Thomas Trubiana and Steven Schnoor, and for the Management of the Facilities, Christine D. Richards, each of whom may act individually, and such other persons as may be appointed in writing by them from time to time and with prior written notice of such appointment provided to Landlord. Landlord hereby appoints Mike Sumpter, Associate Vice President of Campus Planning and Facilities as its Construction Coordination Authorized Representative and such other individual as may be appointed by Landlord from time to time.

Section 27.08 Notices. Any notice, request or other communication given or made hereunder ("**Notice**") shall be in writing and sent by either of the parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal delivery, (iii) by recognized overnight delivery service for overnight delivery or (iv) by facsimile or e-mail, provided, however, that notice by facsimile or e-mail shall be promptly supplemented by delivery of notice as provided in (iii) above. Any such Notice shall be addressed to the other party at the mailing addresses, facsimile numbers or e-mail addresses set forth below, or to such other mailing addresses, facsimile numbers or e-mail addresses for each party as each party may hereafter designate by Notice given to the other party pursuant to this Section:

To Landlord/University:

Boise State University

Office of General Counsel
Attention: Kevin Satterlee
1910 University Dr.
Boise, ID 83725-1002

With a Copy to:

Boise State University
Real Estate Services
Attention: Jared Everett
1910 University Dr.
Boise, ID 83725-1247

To Tenant: Education Realty Trust, Inc.
999 South Shady Grove Road, Suite 600
Memphis, Tennessee 38120
Attention: President and General Counsel
Telephone: (901) 259-2500
Facsimile: (901) 259-2594

With a copy to (which shall not constitute Notice):

Martin, Tate, Morrow & Marston, P.C.
6410 Poplar Avenue, Suite 1000
Memphis, Tennessee 38119
Attention: Clayton C. Purdom
Telephone: 901-522-9000
Facsimile: 901-527-3746
Email: cpurdom@martintate.com

Section 27.09 Access to Records; Public Records Law. The parties hereto acknowledge that Idaho Public Records Law, Idaho Code Title 74, Chapter 1, as amended, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State agency regardless of physical form or character. Accordingly, certain Information may be public record subject to disclosure under the Idaho Public Records Law. Information Tenant considers exempt under the Public Records Law or otherwise protected by disclosure, must be marked as "exempt" or "trade secret" on **EACH PAGE** containing such information. Only those pages identified as "trade secret" or otherwise exempt from disclosure will be exempt from disclosure and the University will honor such nondisclosure to the extent permitted by law. All other pages of the proposal will be released without review. The exemption for "trade secrets" and other exemptions from the Public Records Law are limited and information will be exempt from disclosure only to the extent the content meets the definition of trade secret or other applicable exemption in the Public Records Law. Accordingly, the University cannot guarantee information marked as "trade secret" or "exempt" will be exempt from disclosure. In addition, certain documents and materials may be required to be publicly disclosed and available for the purpose of presentation to and meetings of the Idaho State Board of Education. Tenant

acknowledges such Information shall be public to the extent required by applicable laws, regulations and policies of the Idaho State Board of Education and consents to disclosure of such Information.

Section 27.10 Confidentiality. Subject to Section 27.09, the parties acknowledge that the certain matters relating to this Agreement and the information related thereto, including without limitation any information relating to parties or their affiliates and all student records maintained by the University that are protected by the Family Rights and Education Privacy Act (FERPA), Idaho state law and/or University regulations, collectively (the "**Information**"), are confidential in nature. To the extent permitted by law, the parties covenant and agree to keep the Information confidential and will not (except as required by applicable law, regulation, or legal process, and only after compliance with provisions hereof), without the prior written consent of the other party, disclose any Information in any manner whatsoever; provided, however, that the Information may be revealed only to a party's key employees, legal counsel and financial advisors (collectively, "**Contract Parties**", and each individually "**Contract Party**"), each of whom shall be informed of the confidential nature of the Information, shall agree to act in accordance with the terms hereof, and shall agree to use the Information solely for the purpose of evaluating the transaction contemplated in this Agreement. In the event that a party or Contract Parties are requested pursuant to, or required by, applicable law, regulation or legal process (collectively "**Applicable Law**") to disclose any of the Information, the applicable Contract Party shall notify the other party promptly so that such party may seek a protective order or other appropriate remedy (collectively "**Remedy**") or, in the affected party's sole discretion, such party may waive compliance with the terms hereof; provided, however, that the Remedy must be of a nature that a Contract Party's failure to disclose the information will not place the Contract Party in violation of Applicable Law or otherwise expose the Contract Party to any liability for failure to disclose the Information as required by Applicable Law, and, provided further, that the Remedy must be secured not later than forty-eight (48) hours in advance of the deadline for disclosure of the Information in compliance with Applicable Law. In the event that no Remedy is obtained, or that the affected party waives compliance with the terms hereof, the Contract Party may furnish only that portion of the Information which it is advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information. Each party shall be responsible for any breach of the covenants in this section by any Contract Party.

Section 27.11 Non-Recourse Agreement; No Recourse to State of Idaho General Fund Appropriations. No funds of the State of Idaho shall be used for any University obligation set forth in this Lease, including without limitation termination fees set forth in Article 26, or any payment or damages required of the University in case of default hereunder. In no case shall the University have any obligation or liability under this Agreement in any given year of the Term in excess of the revenues from the Project for such year ("**Annual Project Revenues**"), except for the payment of the Early Termination Fee upon termination of the Term, which may be paid by revenues from the Project escrowed for such event, general revenues of the University not otherwise encumbered, or by another third party operator of the Project, but in no case by appropriations or other funds of the State of Idaho.

Section 27.12 Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders;

(c) references to persons include their permitted successors and assigns; and (d) the headings of articles and sections contained in this Lease are inserted as a matter of convenience and shall not affect the construction of this Lease. The parties have jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Lease, and, accordingly, it is agreed that no term or provision of this Lease shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 27.13 Applicable Law. This Lease shall in all respects be governed by, and construed in accordance with the laws of the state in which the Premises are located. Venue for purposes of any actions brought under this Lease, or under any agreement or other document executed in conjunction herewith, shall be in the courts of Ada County, Idaho and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

Section 27.14 Amendment and Waiver. This Lease may be amended or changed only by written instrument duly executed by Landlord and Tenant and any alleged amendment or change which is not so documented shall not be effective as to either. The failure of either to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 27.15 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein by invalidating an essential term, including but not limited to: the provision of student housing services by Tenant, the payment of Rent to the Landlord by Tenant, and the payment of the Early Termination Fee by Landlord to Tenant in the case of early termination for any reason, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 27.16 Entire Agreement; Further Assurances. This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant with regard to the matters set forth herein, including, but not limited to, the financial obligations relating thereto, and there are no covenants promises, agreements, conditions, or understandings, either oral or written between them as to these matters, other than as are set forth herein. The recitals, schedules and exhibits attached hereto or referred to herein are hereby incorporated herein and made a part hereof. At any time or times after the date hereof, each party shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 27.17 Multiple Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 27.18 Successors and Assigns. This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and the parties' respective permitted successors and assigns.

Section 27.19 No Third Party Beneficiaries. Nothing in this Lease shall be construed to permit anyone other than Landlord and Tenant and their respective successors and permitted assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance or performance hereunder.

Section 27.20 No Personal Liability. No officer, official, employee, agent or representative of either party shall be personally liable to the other party or any successor in interest, in the event of any default or breach by the party for any amount which may become due to the other party or any successor in interest, or on any obligation incurred under the terms of this Lease.

Section 27.21 Officials, Agents and Employees of State of Idaho Not Personally Liable**.** It is agreed by and between the parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the Landlord.

Section 27.22 Nondiscrimination. Tenant hereby agrees to perform all of its obligations related to this Lease without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended;; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. Tenant further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. Tenant hereby agrees to provide equal employment opportunity in employment and not to discriminate on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by applicable law.

Section 27.23 Construction or Renovation of Buildings. All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

Section 27.24 Long Term Energy Costs. Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction

of the Improvements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code, 2000 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically. Tenant will perform energy modeling and provide those results to Landlord.

Section 27.25 Non-Smoking Buildings. All Improvements shall be designated as "non-smoking".

Section 27.26 Utility Information. Tenant agrees to provide Landlord with ongoing permission to access the utility information of the building to determine the amount of electricity and heating fuel consumed within the Premises. If Landlord is not able to access this information directly from the utility companies, Tenant agrees to furnish said information to Landlord upon request on a calendar year basis.

Section 27.27 Indoor Air Quality. Tenant agrees to develop and maintain an indoor air quality management program and to maintain it in conjunction with all construction projects in the Premises as well as on all ongoing maintenance and repairs of the Premises. Said program shall optimize and document the use of air quality compliant materials inside the Improvements to reduce the emissions from materials used in the Improvements. Ongoing indoor air quality requires the use of low or no VOC paints, solvents, adhesives, furniture and fabrics. VOC and chemical component limits shall not exceed Green Seal's Standard GS-11 requirements. Paints used on site shall be low VOC and are to be brush-applied only, spray painting is not allowed on the interior of the Building. Carpet must meet the requirements of the CRI Green Label Plus Carpet Testing Program. Carpet cushion must meet the requirements of the CRI Green Label Testing Program. Composite panels and agrifiber products must not contain added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no urea-formaldehyde.

Section 27.28 Certificates. As an accommodation to each other, each party shall, without charge, by written instrument duly executed and acknowledged, certify to any person, firm or corporation seeking certification of the following matters:

(a) that this Lease has not been amended, or if it has, the substance of the amendment;

(b) whether the Lease is in full force and effect;

(c) the existence of any default, set-off, counterclaim, defense or Dispute Resolution regarding the resolution of any alleged default on the part of the other party;

(d) the commencement of this Lease and the Term;

(e) the dates to which Rent has been paid; and

(f) any other matters that may reasonably be requested.

The certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom by the terms of the certificate it may be exhibited or delivered, and the contents of the certificate shall be binding on the party which executed it.

Section 27.29 Short Form of Lease. The parties will, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of Lease, setting forth a description of the Premises, the terms of this Lease and any other portions of the Lease, except the rental provisions, as either party may request. Tenant will pay all costs of recordation of any short form of lease.

Section 27.30 No Broker. The parties warrant and represent to each other that no real estate broker or agent was instrumental or in any way responsible in bringing about this Lease. Each party shall be responsible for any fees or compensation due any broker or agent engaged by such party.

Section 27.31 Time is of the Essence. Time is of the essence in this Lease and the performance of all obligations under this Lease.

Section 27.32 Guarantee. The performance of Tenant's covenants and obligations under this Lease shall be guaranteed by Guarantor in accordance with the guaranty by Tenant in favor of Landlord, which shall be executed simultaneously with the execution of this Lease (the "**Guaranty**") and attached hereto as Exhibit H. Guarantor shall maintain sufficient assets to fulfill its obligations under the Guaranty and if it does not, then Landlord may require Tenant to provide an additional or substitute guarantor of the Lease. All references to the Guarantor of this Lease shall also refer to any additional or substitute Guarantor, as applicable.

Section 27.33 Laws and Regulations Cited in Lease. With respect to any law or regulation cited in this Lease, the citation shall refer to the law or regulation as it may be amended from time to time, or any successor laws or regulations as the same may be renumbered or renamed from time to time.

Section 27.34. REIT Status. Landlord recognize that Tenant is owned directly or indirectly by a real estate investment trust ("**REIT**") and that such REIT must comply with a number of restrictions under the Internal Revenue Code (the "**Code**") to maintain its status as a REIT under Section 856 of the Code. Landlord agrees that Tenant will operate in a manner that will permit it to comply with all of the requirements necessary to enable the Tenant Parties to qualify as a REIT for U.S. federal income tax purposes. Landlord agrees that it shall not take any action which would cause any of the income derived by Tenant to fail to qualify as "rents from real properties" or as other qualifying income under Section 856(c)(2) of the Code without the express written approval of Tenant.

ARTICLE 28

REPRESENTATIONS AND WARRANTIES

Section 28.01 Representations and Warranties of Tenant.

(a) Tenant represents and warrants to Landlord that (i) Tenant is a limited liability company validly existing and in good standing under the laws of the State of Delaware, duly qualified and in good standing under the laws of the state in which the Premises is located, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Lease; (ii) the execution, delivery and performance of this Lease is within its power, has been authorized by all necessary action and does not contravene any provision of its certificate formation and operating agreement in effect on the date hereof; (iii) this Lease has been duly executed and delivered by an authorized person of Tenant; (iv) this Lease, assuming that it has been duly and validly executed and delivered by Landlord, is the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally; (v) the execution, delivery and performance by Tenant of this Lease does not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Tenant, its activities or property is bound or any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Tenant, its activities or property; (vi) as of the Rent Commencement Date, neither Tenant nor, to the knowledge of Tenant, Parent or Guarantor, has any current plans, or is party to any discussions, which would relate to or would result in (A) a Change of Control of Tenant, Parent or Guarantor, (B) the assignment or sublease of this Lease or (C) a sale or transfer of all or substantially all of the assets of Tenant, Parent or Guarantor; (vii) there are no lawsuits, claims, suits, or legal, administrative or other proceedings or investigations, civil or criminal, pending or, to Tenant's knowledge, threatened against or affecting Tenant, nor to Tenant's knowledge, is there any basis for any of the same; and there is no action, suit or legal, administrative or other proceeding pending or, to Tenant's knowledge, threatened which questions the legality or propriety of the transactions contemplated by this Lease; and (viii) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Tenant, its activities or property is required for the execution, delivery or performance by Tenant of this Lease, and (ix) that Guarantor has and shall maintain sufficient assets to fulfill its obligations under the Guaranty; and (x) that Guarantor is a limited partnership validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform the Guaranty.

Section 28.02 Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that (i) it is a body corporate and politic of the State of Idaho is qualified to transact business in Boise, Idaho, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Lease; (ii) the execution, delivery and performance by Landlord of this Lease is within its power, has been authorized by all necessary action and does not contravene any provision of its governing documents or legislative authority, as in effect on the date hereof; (iii) this Lease has been duly executed and delivered by an authorized person of Landlord; (iv) this Lease, assuming that it has been duly and validly executed and delivered by Tenant, is the valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, subject to general equitable principles and applicable provisions of law related to public entities, bankruptcy, insolvency and creditors' rights generally; (v) the execution, delivery and performance by Landlord of this Lease do not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other

evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Landlord, its activities or property is bound or, in the good faith belief of Landlord, and excluding any provisions of this Lease that are limited by the extent to which they are permitted by Law, for which Landlord makes no representation or warranty, any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Landlord, its activities or property; and (vi) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Landlord, its activities or property is required for the execution, delivery or performance by Landlord of this Lease.

ATTACHMENT 1

SIGNATURE PAGE TO GROUND LEASE AGREEMENT BETWEEN BOISE STATE UNIVERSITY AND EDR BOISE LLC DATED _____, 2015

IN WITNESS WHEREOF, each of the Parties hereto has executed this Lease effective as of the day and year first set forth above.

LANDLORD

BOISE STATE UNIVERSITY

By: _____
Name: _____
Title: _____

TENANT

EDR BOISE LLC

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of the Land

[To be provided]

Exhibit B

Conceptual Drawings

[To be provided as drawings agreed upon by the parties]

Exhibit C

Easement Areas

[To be provided as drawings agreed upon by the parties]

Exhibit D

Temporary Construction Easement Area

[To be provided as drawings agreed upon by the parties]

ATTACHMENT 1

Exhibit E

Development Budget
[To be provided and agreed upon by the parties]

BOISE STATE UNIVERSITY						PAGE 2
BSU PAYS DEVELOPMENT COST OF DINING/ RETAIL (14,720 SQ FT)						
HONORS SPACE RENT NETTED AGAINST GROUND RENT						
HONORS HALL- BSU RES. LIFE- OPTION A-2						PRELIMINARY
DEVELOPMENT BUDGET		656 BEDS				DRAFT PRO FORMA
				100% Equity	221,280 Sq. Ft.	14,720 Sq. Ft.
OTHER COSTS	Quantity	Unit Cost	$ per Bed	Total Cost	Residential/ Honors	Dining/ Retail
Upfront Ground Lease Payment (For Repurposing Towers Hall)			$3,049	$2,000,000	$1,875,254	$124,746
Demolition			$229	$150,000	$140,644	$9,356
Abatement			$305	$200,000	$187,525	$12,475
Total Other Costs			$3,582	$2,350,000	$2,203,424	$146,576
HARD COSTS						
Hard Cost Construction	236,000	$116.00	$41,732	$27,376,000	$25,462,400	$1,913,600
Phase 2 Landscaping/ Site Lighting/ Benches/ Etc. By BSU			($300)	($197,000)	($197,000)	$0
Dining/ Retail Build-Out Allowance	14,720	$60.00	$1,346	$883,200	$0	$883,200
Site Costs			$2,774	$1,820,000	$1,706,481	$113,519
Greywater Reclamation (By BSU in an amount not to exceed $500K)			$0	$0	$0	$0
Blue Light Emergency Phones			$0	By BSU	By BSU	By BSU
Total Hard Costs			$45,552	$29,882,200	$26,971,881	$2,910,319
FURNITURE, FIXTURES & EQUIPMENT						
Residential Furnishings (incl. install)	656	$2,800	$2,800	$1,836,800	$1,836,800	$0
Honors College FF&E Allowance			$152	$100,000	$100,000	$0
Food Service FF&E, China, Glass, & Smallwares, etc.			$0	By BSU	By BSU	By BSU
Carpet Tile (L&M)			$0	Incl. in Constr.	Incl. in Constr.	$0
Appliances (L&M)			$0	Incl. in Constr.	Incl. in Constr.	$0
Washers & Dryers			$55	$36,000	$36,000	$0
Electronic Locks			$175	$115,000	$115,000	$0
Telecommunication Equipment			$762	$500,000	$468,814	$31,186
Microfrig (A,B & RA Units Only)	175	$650	$173	$113,750	$113,750	$0
Low-Voltage			$610	$400,000	$375,051	$24,949
Total FF&E			$4,728	$3,101,550	$3,045,414	$56,136
DESIGN FEES						
Arch./Engineering (Incl. Const. Admin.)			$1,723	$1,130,000	$1,059,519	$70,481
Arch./Engineering Reimbursables			$38	$25,000	$23,441	$1,559
Civil Engineering (Entitlements)			$152	$100,000	$93,763	$6,237
Other Engineers			$0	Included in A/E	Included in A/E	Included in A/E
Landscape Architecture (Design/Build)			$0	Included in A/E	Included in A/E	Included in A/E
Interior Design			$46	$30,000	$28,129	$1,871
Survey			$20	$13,000	$12,189	$811
Phase I & II Environmental			$13	$8,500	$7,970	$530
Geotech			$6	$4,000	$3,751	$249
LEED Certification			$152	$100,000	$93,763	$6,237
Total Design Fees			$2,150	$1,410,500	$1,322,523	$87,977
DEVELOPMENT/LEGAL/CLOSING COSTS						
Legal, Consulting and Professional Fees			$229	$70,000	$65,634	$4,366
Bank Inspector			$46	$0	$0	$0
Permit Fees			$76	$50,000	$46,881	$3,119
Closing/Title			$191	$125,000	$117,203	$7,797
Preopening & Marketing Costs			$762	$500,000	$500,000	$0
Development Fee	$38,139,250	3.0%	$152	$99,808	$0	$99,808
Direct Development Cost			$305	$200,000	$200,000	$0
Construction Oversight Fee	$32,983,750	1.0%	$45	$29,665	$0	$29,665
Direct Construction Oversight Cost			$259	$170,000	$170,000	$0
Travel & Miscellaneous Expenses			$152	$100,000	$93,763	$6,237
Real Estate Taxes (During Construction)			$0	$0	$0	$0
Impact/Tap Fees			$160	$105,000	$98,451	$6,549
Loan Commitment Fee			$0	$0	$0	$0
Builder's Risk Insuranc (Included in Construction)			$0	$0	$0	$0
Testing			$114	$75,000	$70,322	$4,678
Construction Interest			$0	$0	$0	$0
Total Development/Legal/Closing Costs			$2,324	$1,524,473	$1,362,254	$162,219
PROJECT CONTINGENCY	$29,882,200	5.00%	$2,278	$1,494,110	$1,400,918	$93,192
PROJECT DEVELOPMENT COSTS (Gross Amount)			**$60,614**	**$39,762,833**	**$36,306,415**	**$3,456,418**

ATTACHMENT 1

Exhibit F

Prohibited Commercial Uses

Without the prior written consent of the Landlord, no portion of the Premises shall be used for:

- overnight public accommodations (except to Permitted Residents)
- Community outreach organizations primarily serving non university individuals with previous criminal convictions and or mental health concerns
- retail operation as would be in violation of local business zoning standards in and adjacent to residential spaces and living quarters.
- public policy advocacy organizations (other than those composed solely of University students and/or faculty)
- political parties or campaign operations (other than those related solely to University student campaigns)
- pawn shops
- nude or semi-nude dance halls; adult bookstores; or retail operations principally featuring sexually explicit materials or services for purchase
- head shop or drug paraphernalia sales operations
- package liquor sales or sales by the drink
- tobacco sales or use operations
- religious bookstores and or specific faith advocacy operations or any operation that may reasonably be viewed as a cult in nature (except meetings of University student faith based organizations)
- illegal operations or use
- gambling operations including but not limited to: slots; card games of chance; off track horse race betting parlors or bingo
- video and/or digital computer gaming retail sales or retail operations that feature adult restricted games and/or what would be reasonably perceived as excessively or gratuitously violent and/or sexual games.
- retail operation that principally retails or wholesales non medicinal ingestible materials (liquids; pills; supplements and stimulants) that can be reasonably considered to carry health risks due to usage.
- health care providing or associated facilities
- "sub leases" to entities or operations specifically excluded under this listing or other terms of the Lease
- educational material sales which would violate student or faculty ethical standards of the University
- sales of products governed by university pouring contracts or other single vendor agreements that Tenant is bound to under the terms of the Lease
- retail operations that are principally designed to encourage acquisition of credit cards or promote other credit applications
- cafeteria (except as permitted by the Lease)
- a theatre, a bowling alley, a health spa or a fitness center (except that "movie nights" for Permitted Residents are permitted and a fitness center exclusively serving the Permitted Residents for no additional charge)
- billiard parlor open to the public
- night club, dance hall or similar place of recreation or amusement
- business serving or selling alcoholic beverages
- business whose major source of business is derived from the cashing of checks or making loans
- grocery store or supermarket, a wholesale club operation, a discount store, or a fuel station or fuel station/convenience store
- textbook retail or wholesale store
- tattoo shop
- car wash or automotive repair
- employment agency for day labor

- mortuary or cremation
- newspaper or magazine printing, except editorial and administrative offices or retail copying and printing services
- dependent care center
- public bath
- blood bank and blood plasma center
- second-hand/used merchandise sales (except upscale consignment targeted towards University students)
- self-service laundry (except laundry facilities primarily for the use of Permitted Residents are permitted)
- public storage garages or facilities
- pharmacy
- any use which directly competes with the University's then existing retail or commercial enterprises
- no other educational or directly competing use except as permitted by the University

Exhibit G

Applicable University Policies

Exhibit H

Guaranty

ATTACHMENT 2

OPERATING AGREEMENT

BETWEEN

BOISE STATE UNIVERSITY

AND

EDR BOISE LLC

DATED _____, 2015

ATTACHMENT 2

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THIS OPERATING AGREEMENT ("**Agreement**") is made _____, 2015 between the IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a State of Idaho public institution of higher education ("**Landlord**" or the "**University**") and EDR BOISE LLC, a Delaware limited liability company ("**Tenant**"), a Delaware limited liability company.

R E C I T A L S

A. On _____, 2015, the Landlord and Tenant entered into that certain Ground Lease Agreement of the Premises, as it may be amended, restated, supplemented, replaced or extended (the "Lease") relating to the construction, use, possession, operation and management of a co-ed student housing facility to be known as "_____" (the "**Project**").

B. The Project is composed of one or more facilities housing 600 undergraduate student beds composed of a 300 bed residential honors college and a 300 bed freshman living learning community, with associated food service and other mixed use opportunities as agreed upon by the parties located on certain real property owned by the University and located on West University Drive, with an anticipated completion date of August 2017, and financed by EdR pursuant to EdR's ONE Plan^{SM} – The On-Campus Equity Plan. Certain areas of the Project will be designated by Tenant for the operation and use of the University pursuant to the provisions set forth in the Lease and herein, for the purpose of an honors college and University offices and/or meeting spaces. In addition, a portion of the Project will contain space that may be used by the University for a dining facility to be operated by the University's or the University's chosen third party vendor.

C. Also concurrently with the execution of this Agreement, Guarantor has agreed to guarantee the covenants and obligations of Tenant under the Lease and this Agreement pursuant to a Guaranty dated as of the date hereof, by Guarantor in favor of the University (as amended, restated, modified or otherwise supplemented from time to time, the "**Guaranty**" and together with the Lease and any other agreements between the University and Tenant related to the Lease, collectively, the "**Related Agreements**").

D. The University shall continue to operate the existing and future undergraduate residence halls located on its campus that are not developed pursuant to the Lease or otherwise by Tenant (such existing facilities, the "**University Facilities**"). The Premises and the University Facilities, comprise the "**On-Campus Student Housing**".

E. All terms used herein but not defined shall have the meanings given to such terms in the Lease. In the event of any conflict between this Agreement and the Lease, the Lease shall be the controlling document.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth by each party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by each party hereto, the University and Tenant hereby agree as follows with the intent to be legally bound.

ARTICLE 1

TERM

The term of this Agreement shall be coterminous with the Lease. This Agreement may not be terminated except upon a termination of the Lease in accordance with the terms of the Lease.

ARTICLE 2

MANAGEMENT OF THE PREMISES

Section 2.01 Tenant's Management Discretion. Except as otherwise set forth in this Lease, Landlord agrees that so long as Tenant is acting in a good faith and a reasonable manner in the best interests of the operation of the Premises in accordance with the terms of this Lease and applicable University Policies, it shall not interfere with Tenant's decisions with respect to the enforcement of Permitted Leases, the operation of the Premises, and the determination of rental rates for the Premises.

Section 2.02 Advisory Committee. An advisory committee consisting of two (2) executives of Landlord and three (3) executives of Tenant will meet on a semi-annual basis to review the operations of the Premises and discuss the performance of the Premises, University activities affecting the Premises or Permitted Residents and any outstanding concerns of either Landlord or Tenant. The role of the Advisory Committee is to provide informed guidance on issues related to the parties and the Premises. The Advisory Committee shall also serve as the venue for negotiation in the first step of the formal dispute resolution process set forth in The Lease. The Advisory Committee should include individuals with decision making authority for their organization and persons who possess the background and skills to evaluate and make recommendations regarding the operation of the Premises.

Section 2.03 Management Agreement. Landlord agrees that the Premises may be operated for the purposes described in this Agreement under the terms of a management agreement not inconsistent with the terms of this Agreement and the Lease, under which EDR Management Inc., a management company affiliated with, controlled by or under common control of the Tenant Parties (the "**Manager**") manages and operates the Premises for and on behalf of Tenant for a management fee equal to three percent (3%) of the Gross Revenue.

Section 2.04 Commercial Tenant Rent. Tenant shall determine the rental rates for the Commercial Tenants in a manner that takes into account the best interests of the Project and does not conflict with existing contracts between the University and such Commercial Tenant.

Section 2.05 Permitted Resident Rent. Tenant shall determine the rental rates for the Permitted Residents as set forth herein (the "**Resident Rent Rate**"). Landlord shall have the right to approve the initial Resident Rent Rate for the first year that the Premises are occupied, such approval not to be unreasonably withheld, conditioned or delayed. Thereafter, Tenant will determine the Resident Rent Rate acting in a good faith and a reasonable manner in the best interests of the operation of the Premises in accordance with the terms of this Lease. The annual rate increases for the Resident Housing Fees may not increase by more than the greater of (a) four percent (4%) per year over the prior academic year's Resident Housing Fees; (b) the CPI Percentage Increase; and (c) the rate of increase at the University's other on-campus housing based on a three year average rent increase. In the event that Tenant is unable or unwilling to implement a Resident Housing Fee increase equal to the maximum amount permitted in a given Fiscal Year, Tenant shall be permitted to increase the Resident Housing Fees in subsequent years in order to match the actual Resident Housing Fees to the Resident Housing Fees that would have resulted if Tenant had increased the Resident Housing Fees each year by the maximum amount permitted (a **"Resident Housing Fee Increase Catch-Up"**); provided that the amount of a Resident Housing Fee Increase Catch-Up in any given year shall not exceed six percent (6%) over the prior academic year's Resident Housing Fees.

Section 2.06 Resident Rent Rate Increases. If Tenant determines a need for housing fee increases higher than permitted in Section 2.05 due to extraordinary increases in operating expenses, including but not limited to utilities and taxes or other circumstances reasonably deemed by Tenant to warrant an increase in the Resident Housing Fees, the Advisory Committee shall meet to consider such extraordinary increase in the Resident Rent Rate.

Section 2.07 Advisory Committee Disagreements. In the event a question arises over whether Tenant has made such decisions in a good faith and reasonable manner in the best interests of the operation of the Premises in accordance with the terms of this Lease, the Advisory Committee shall meet and Tenant shall provide evidence to support such rental rate including, for illustrative purposes only, factors such as rates at other comparable universities including other facilities owned or managed by Tenant or Guarantor, local student housing market comparisons, actual financial performance of the Project compared to original financial projections and/or such other objective criteria upon which such rate is based. Notwithstanding anything herein or in the Lease to the contrary, in the event of a disagreement of the Advisory Committee, Tenant's representatives shall have the deciding vote as to student rental rates, the operating budget or the need for capital expenditures and, regardless of the composition of the Advisory Committee, the University will have the deciding vote with regard to residence life issues and student conduct.

Section 2.08 Permitted Leases. Residential Residents shall occupy the Premises pursuant to a written lease in the form agreed upon by Landlord and Tenant (the "**Permitted Residential Leases**"). Commercial Tenants shall occupy the Premises pursuant to a written lease, license or sublease as negotiated by Tenant and approved by Landlord (each, a "**Permitted Commercial Lease**" and together with the Permitted Residential Leases, the "**Permitted Leases**").

Section 2.09 Leasing.

(a) Coordination. The University and the Tenant agree to coordinate the leasing process for the Premises so as to provide all residents of the University's on-campus student housing with a seamless, uniform application and leasing experience. Students will pay the same application fees, security deposits and other fees assessed to on-campus student residents. In connection therewith, the University and Tenant will align their calendars with regard to the operation of the Premises and interaction with students.

(b) Availability. Tenant will identify and allocate rooms in the Premises to the Permitted Residents. Tenant will make the Premises available for housing Residential Residents during the University's Academic Year and at Tenant's discretion, make the Premises available for rent to Residential Residents during the remaining months of the calendar year.

(c) Applications. The University shall administer and process all applications from potential residents of the Premises along with the other on-campus housing facilities and forward to Tenant all applications for the Premises. The University and Tenant shall require all potential residents to apply for housing by completing the University's standard housing application. Any application fees paid by Permitted Residents shall be included in the Gross Revenue and shall be an amount that is reasonable in comparison to other University fees and not so onerous as to discourage residence at the Premises.

(d) Room Assignments. The University and Tenant will jointly process and coordinate all room assignments for the Premises using the roommate matching program used by the University or otherwise approved by the University. Tenant will have access to the University's assignment software and Tenant will pay any costs associated with required licenses for the use of same. All on-campus housing (including the Project) shall be treated on a pari passu basis with respect to room assignments and summer conferences, except as affected by student preference.

(e) Student Rent Collection.

(i) The University agrees to collect all housing charges billed (A) by the Tenant to the Student Residents, including rent, fees, damage reimbursement and all other charges (the "**Student Resident Rent**") and (B) by the University to the residents of the University Facilities. The University shall bill Student Residents of the Tenant Facilities and residents of the University Facilities in the same manner, and the Tenants

shall direct all residents of the On-Campus Housing to remit payment for Student Resident Rent directly to the University. The University, in accordance with its customary practices and procedures, shall collect all payments made on each Student Resident's account, including funds received from third party sources that are applicable to the payment of Student Resident Rent including, but not limited to, scholarships, financial aid, grants, student loans, stipends or GI bill benefits ("**Student Resident Rent Funds**").

(ii) The University will provide Tenant visibility as to the available Student Resident Rent Funds in the form of read-only online access to the Student Resident account balances so that Tenant has access to the status of collection of Student Resident Rent Funds at all times. The University agrees to use its reasonable best efforts to keep its systems updated in a timely manner so that the information reviewed by the Tenants reflects the most up to date collection information feasibly available.

(iii) On a weekly basis (the "**Payment Date**"), the University will deliver to Tenant by ACH transfer all Student Resident Rent Funds collected, with a roster supporting the payment and detailing any delayed payments that the University is aware of that are to be made on behalf of the student towards his or her Student Resident Rent. The University and Tenant will cooperate and staff a reporting system that will provide Tenant with monthly settlement statements containing monthly period-end reconciliation to balance with period close from the University's financial system. Tenant acknowledges and agrees that all payments made by a Student Resident to the University Bursar's Office shall be allocated to the Student Resident's account in the following priority: (a) to unpaid tuition fees, whether owing for a prior semester or for an upcoming semester; (b) to unpaid mandatory student academic fees and other mandatory fees required for enrollment by any student at the University; (c) to Gross Revenue of the Premises; (d) to dining fees and related charges; and (e) to any other charges. For purposes of this Agreement, the term "**University Business Day**" means a normal University business day, not including Saturday, Sunday, any holiday observed by the University employee holiday, or any day on which the University is closed for any reason.

(iv) Tenant assumes all risk for non-payment by Permitted Residents. Tenant acknowledges that, so long as the University complies with its obligations to disburse Student Resident Rent Funds by the Payment Date and otherwise complies with this Section 2.09(e), Tenant shall have no recourse against the University for the failure of a Student Resident to pay rent when due and Tenant's sole recourse in the event of nonpayment of Student Resident Rent owed by a Student Resident under a Permitted Residential Lease shall be to proceed directly against the Student Resident as permitted by the terms of the Permitted Residential Lease, which shall contain provisions for eviction for nonpayment and other lease defaults. In addition, the University agrees to support Tenant in its collection efforts with the same methods the University uses to collect student housing fees owed by students residing in other on-campus facilities, including withholding access to grades and records, and /or not permitting enrollment in classes, until all housing related fees and charges are paid in full. Tenant may undertake such efforts as it deems appropriate to collect any unpaid Student Resident Rent, provided that any such efforts must be undertaken in the name of Tenant and not in the name of the University. Tenant may not, directly or indirectly, represent that any amount is owed to the University or that it is collecting any amount on behalf of or for the University. Without limiting any other indemnity provision herein, Tenant agrees to indemnify and hold harmless Landlord against any claim, loss, expense or damage incurred or suffered by the Landlord as a result of Tenant's collection efforts.

Section 2.10 Life & Safety.

(a) Jurisdiction. The Premises shall be served by the Boise State University Campus Security & Police Services ("**University PD**").

(b) Access. Tenant shall provide access to the Premises to the University PD that is reasonable under the circumstances of the requested entry, including access to the public areas of the Premises at all times and access to areas leased to Permitted Tenants when needed to protect the safety or security of life or

property. Tenant agrees to coordinate with the University PD in the installation of a rapid entry system (e.g., a Knox-Box system) at the Premises.

(c) Alarms. Tenant agrees to use the standard alarm systems as currently utilized by the University, or such other third-party alarm system approved by the University. Tenant will notify, or instruct its third party alarm operator to notify, the University PD, dispatch center, in the event that a fire alarm is activated at the Premises in response to which the Boise Fire Department is alerted to the alarm. Such notice shall be provided to the University PD contemporaneously with the notice provided to the Boise Fire Department.

(d) 911 Databases. The University shall assist Tenant in coordinating the correct address for the Premises. Tenant shall be responsible for placing the address for the Premises in the proper 911 databases, and shall notify the University promptly after such placement has been completed.

(e) Video Security Measures. Tenant will cooperate with the University in keeping the campus and the Premises safe and secure, which cooperation shall include, but not be limited to, taking the following actions: (i) installing and maintaining cameras or other security devices in, on or around the Premises that have been selected by the University and which are compatible with the systems used by the University to provide remote video feed of other buildings on the University's campus, so long as such systems meet Tenant's standards and the approved Project Budget; (ii) connecting such exterior cameras and devices to the University's video and security monitoring systems; and (iii) permitting the University reasonable access to all video and other data streams produced by the interior cameras and other recording devices installed at the Premises. Landlord (i) acknowledges that Tenant will not monitor any video at the Premises and (ii) agrees that the University will be responsible for any license fees associated with the University's master monitoring systems, however if an additional "seat" license is required for the added increment of a security workstation within the project, such fee shall be the responsibility of the tenant.

(f) Emergency "blue light" or Courtesy Phones. The University will install, and thereafter be responsible for the cost and upkeep of all on campus emergency "blue light" phones on the Premises.

(g) Clery Act Reporting. Tenant will cooperate with University and provide University information upon request and as necessary to comply with the University's obligations under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 USC Section 1092(f)) and accompanying regulations.

Section 2.11 Residence Life.

(a) Residence Life Functions. The University will manage and provide resident life programming for Student Residents in a manner that ensures that the Student Residents are provided all the reasonable care, support and consideration that they receive in the University's other on-campus housing facilities. The Residence Life staff may include Resident Directors, Front Desk Staff, Resident Assistants, Senior Staff or other such staff members that the University determines to be in the best interest of residence life at the Premises (the "**Residence Life Staff**"). The Residence Life Staff who reside at the Premises will enter into a Permitted Resident Lease with Tenant and pay rent in the same amount and under the same conditions as the other Student Residents of the Premises. The University may at its option pay rent on behalf of any Residence Life Staff. The Residence Life Staff will cooperate with Tenant in its marketing, operation and maintenance of the Premises and shall use their best efforts to assist Tenant in maintaining the Premises in a first class manner.

(b) Meetings. Tenant will designate a representative to attend and participate in regular status meetings with the University's residence life staff and with other University staff or committees as appropriate.

(c) Code of Conduct. Tenant will require Student Residents to adhere to the University's code of student conduct including termination of a student's residency at the Premises (but not such student's remaining rent obligations) based on behavior as determined by the University's student conduct process.

Section 2.12 Marketing. The University and Tenant agree that it is in the best interest of the students of the University and the operation of the on-campus student housing that each party cooperate in good faith to coordinate the marketing of the Premises along with the other on-campus housing so that they are presented uniformly to prospective students.

(a) Joint Marketing Materials. At Tenant's request, the University will include marketing information for the Premises in the published marketing materials produced by the University for the other on-campus housing facilities (the "**On-Campus Housing Marketing Materials**"). The University and Tenant shall cooperate in good faith to determine the contents of the marketing information for the Premises included in the On-Campus Housing Marketing Materials. Tenant and the University shall agree on a budget for the portion of On-Campus Marketing Materials allocated to the Premises and Tenant shall promptly reimburse the University for any such previously approved costs that are incurred by the University.

(b) Certain Marketing Efforts. Whether the marketing materials are joint, or Tenant provides its own marketing materials, at a minimum, the University shall:

(i) permit Tenant to display brochures and sales materials in the University's housing office and wherever else the University markets on-campus housing;

(ii) send emails to current, prospective and transfer students, forwarding Tenant's marketing materials for the Premises on Tenant's behalf to the same extent that the University sends emails to current, prospective and transfer students containing marketing materials for other on-campus housing; and

(iii) the University will work with Tenant to identify appropriate summer conferences or camps to support budgeted summer revenue targets and otherwise promote summer conference and camp business at the Premises on the same basis as other on campus housing options and entitle the Premises to offer use of other on campus buildings to summer conferences and camps on the same basis as other on campus housing.

provided that, in all cases, the marketing materials and distribution method shall be approved by the University.

(c) Website Links. The University shall provide current information regarding all On-Campus Housing Marketing Materials, including the Premises, on the University's housing website, including links to a webpage for the Premises.

(d) Tours. Tenant shall cooperate in good faith with the University's Visitor Center to allow access to the interior, common spaces of the Premises as part of the tours of the University's campus conducted by the University's Visitor Center. To the extent available, during such tours Tenant shall provide access to a bedroom in the Premises for purposes of allowing prospective students of the University to view the bedrooms at the Premises. If the University requires a model unit for tours, the rent due for such model unit will be deducted from the sums payable to the University.

(e) Marketing Events. The University and Tenant shall cooperate in good faith to market the Premises during recruiting events hosted by the University at which housing options are presented to prospective students. Such events include, but are not limited to, advising conferences, merit weekends and preview nights.

(f) Non-disparagement Agreement. Tenant and the University agree that in marketing the on-campus housing, whether jointly or separately, in written materials, electronic or website communications, at Premises tours, marketing events, or otherwise, the University and Tenant shall not, and shall cause their respective employees and agents to not, disparage or otherwise negatively portray any of the on-campus housing options.

Section 2.13 Student Amenities. Student Residents shall have the same access as residents of other on-campus housing to amenities, including the ability to purchase parking, provided by the University, including but not limited to athletic, recreational or study spaces and the University's bus or shuttle system, which shall serve the Premises.

Section 2.14 Tenant's Employee Parking. Tenant's staff shall have the same parking privileges as are available to University employees.

Section 2.15 On-Campus Dining. The Student Residents will be required by the University or permitted to use the existing University dining services upon the same terms and conditions as the student residents of other on-campus housing.

Section 2.16 Compliance with Landlord Contracts. Tenant's use of the Premises shall strictly comply with all terms of the contracts and agreements listed on **Exhibit ___** attached hereto, as the same may be amended, extended or renewed from time to time (the "**University Vendor Contracts**"). Landlord shall be permitted to add additional contracts to **Exhibit ___** upon thirty (30) days prior written notice to Tenant; provided, however, that Tenant shall not be required to comply with (a) any future amendments to the existing University Vendor Contracts or any future University Vendor Contracts, if such future amendment or future contract would cause a materially adverse economic impact on Tenant's Net Income under this Lease, unless Tenant consents in writing to comply with such future amendment or future contract except as provided in Section 10.01 of the Lease.

Section 2.17 Information Technology.

(a) Video Services. Tenant shall provide video services to the Permitted Residents utilizing cable or satellite dish technology selected by Tenant. Video signal will be provided to the Permitted Residents via the cable plant installed in the Premises by Tenant. Tenant shall be responsible for costs associated with the cabling plant, video headend equipment and distribution services required to provide video services to the Permitted Residents. Tenant shall maintain and update the video services provided to the Permitted Residents in accordance with its obligations to maintain the Premises in a Class A Condition. The University will coordinate with Tenant so that University developed programming or designated channels are provided to the Permitted Residents on the same basis as to other students housed on campus without additional charges or fees.

(b) Provision of Bandwidth to the Tenant Facilities.

(i) Tenant, at its sole cost and expense, shall install the pathway to connect the Premises to the existing campus infrastructure to the closest point of the connection to the Premises and agreed to by the parties; provided that any portion of such installation located outside of the Premises shall follow the pathway approved by the University in its sole and absolute discretion.

(ii) The University shall provide sufficient cabling infrastructure for analog telephone services for the Premises. The University will be responsible for extending the analog cabling to the point in the Premises referred to in the Plans as the DEMARC location. At Tenant's discretion, subject to the reasonable aesthetic concerns of Landlord.

(iii) Tenant shall provide bandwidth for Internet access throughout the Premises starting at the DMARC location for use by the Permitted Residents and the Tenant's staff or Tenant may choose to provision bandwidth from a third party provider. If requested by Tenant, the University will cooperate with the Tenant's efforts to purchase bandwidth directly from Landlord's bandwidth provider. Tenant shall be responsible for costs associated with fiber and cabling plant within the Premises, data headend equipment and distribution services required to provide Internet access to the Permitted Residents (including upgrades and replacements). Tenant shall also be responsible for providing all internet, wireless internet and television support services to the Permitted Residents.

(c) Information Technology Support.

(i) The University's information technology department ("**University IT**") and Tenant shall cooperate to mutually develop and follow procedures that provide an environment for technical support of the Internet system at the Premises to the residents.

(ii) Tenant will provide the first line support for all calls for (A) all information technology provided to the Permitted Residents at the Tenant Facilities, including Internet system, surveillance system, audio visual, and television support; and (B) and Tier Two support for the Internet system for the University Reserved Space; and any other multi-purpose space in the Premises where official course and other instruction is conducted by University faculty and personnel.

(iii) University IT personnel will provide the first line support for all technology located in (A) the University Reserved Space; and (B) any other multi-purpose space in a Tenant Facility where official course and other instruction is conducted by University faculty and personnel, but only during such times that such course or other instruction is being conducted.

(d) Information Technology Governance.

(i) University IT and the Tenant shall share information regarding student satisfaction related to technology services at the Premises. University IT and the Tenant shall cooperate to develop a mutually acceptable and consistent approach for collecting that data, which may include conducting an annual student satisfaction survey to obtain student input regarding technology service levels.

(ii) University IT and the Tenant will meet annually to assess the service level metrics for the Internet system and student satisfaction with the technology experience at the Premises.

(iii) Tenant shall be responsible for managing the resolution of alleged violations of the Digital Millennium Copyright Act ("**DMCA**") by Permitted Residents of the Premises. The Tenant, and any third party service-provider of the Tenant, shall cooperate with and assist University IT in the resolution of such alleged violations, and shall take appropriate actions in connection therewith, including, but not limited to, removing the internet access of a Permitted Resident against whom a DMCA violation has been alleged, and restoring the internet access of such Permitted Resident following the resolution of the alleged DMCA violation. Tenant will inform Landlord of any residents with alleged DMCA violations and cooperate with any actions the Landlord may impose on a Permitted Resident.

(e) Access Card Reader and Electronic Locks. Tenant shall install and maintain the card reader access and electronic lock technology system for unit entry locks, exterior access and any other portions of the Premises that should be secured. Tenant will coordinate card access with the University's card access system to minimize the number of cards required for access to on campus buildings.

Section 2.18 Public Relations. Tenant and the University's public relations department will cooperate with one another regarding the dissemination of information about the Premises, Tenant or the University. The University recognizes that Tenant is part of a public company with frequent reporting requirements. The University and Tenant will not intentionally disclose information known to be damaging to the other. The University and Tenant will identify to the other party any information that is sensitive, confidential or potentially damaging to it and neither party will disclose such information without consulting with the other party.

Section 2.19 Postal and Parcel Delivery Services. The University and the Tenant shall cooperate in good faith in providing postal and parcel delivery services to Permitted Residents of the Premises.

Section 2.20 Pest Control. Tenant acknowledges that pest control prevention and an immediate response in the event of infestation, particularly with respect to members of the cimicidae family, commonly referred to as bed bugs, is critical to ensuring a clean, healthy environment for Permitted Residents of the Premises. Tenant agrees to establish a qualified third party pest control contract with a contractor that is certified in handling all pests and has a record of success in handling any particular pest problem at issue in the Premises. If desired by Tenant, the University agrees to cooperate in good faith to assist Tenant in establishing an independent contract with the University's third party pest control vendor.

Section 2.21 Other Services Provided by the Tenants.

(a) Laundry Services. No later than the start of the academic year in 2017, the University shall charge all residents of its on-campus housing for laundry services and laundry services shall be provided to Student Residents for the same fees, if any, as charged to other residents of on-campus student housing. If requested by Tenant, the University agrees to cooperate in good faith to assist Tenant in establishing an independent contract with the University's (current or future) third party laundry vendor. Tenant agrees to use its reasonable best efforts to structure the laundry machines in the Premises to accept a Student Resident's University identification card in order to access the cash account maintained by the University on behalf of the student (the "**University ID**"). Regardless of the method of payment, all laundry fees and any other revenue or savings generated by the laundry services provided by Tenant are Gross Revenues of the Project. The University shall remit the laundry machine revenues collected through the University ID to Tenant on a quarterly basis.

(b) Beverage Machines. Tenant agrees beverage machines will be operated under the University's exclusive beverage service and vending contract, provided however that the portion of revenue under such contract provided to the University, will instead be Gross Revenue of the Premises. The University shall remit the beverage machine revenues provided to the University by its beverage vendor to Tenant on an annual basis.

ARTICLE 3

INDEMNITY

Section 3.01 Tenant's Indemnification of Landlord.

(a) Tenant shall defend with competent counsel, indemnify and hold harmless the University, and its trustees, officers, agents, employees and affiliated and support entities from and against any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, costs, charges and expenses, including, without limitation, reasonable fees of architects, engineers, consultants and attorneys and costs associated with administrative and judicial proceedings incurred by Landlord as a result of Tenant's breach of its obligations under this Lease, which may be imposed upon, incurred by or asserted against Landlord in connection with any of the following (collectively, the "**Claims**"):

(i) Any work done in, on or about the Premises;

(ii) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises, except where such claims are a result of the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees;

(iii) Any act or omission of Tenant or any of its agents, concessionaires, contractors, servants, employees, or invitees, Landlord or its agents, concessionaires, contractors, servants or employees;

(iv) Any accident, injury or death to any person or damage to any property occurring in, on or about the Premises or the Construction Easement Areas, except resulting from the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees; or

(v) Any failure by Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in this Lease required by the provisions of this Lease to be complied with or performed by Tenant.

Section 3.02 Survival. The provisions of this Article shall survive the expiration or earlier termination of this Lease with respect to events, acts or omissions during Tenant's Use Period.

ARTICLE 4

DISPUTE RESOLUTION

The dispute resolution procedures in the Lease shall govern any disputes related to this Agreement.

ARTICLE 5

DEFAULT

Section 5.01 Tenant Events of Default. Any one or more of the following events shall constitute an event of default of Tenant under this Operating Agreement (a "**Tenant Event of Default**" or "**Tenant Default**"):

(a) Tenant's failure to observe and perform any of the other terms, covenants, conditions, limitations or agreements under this Lease on Tenant's part to be observed or performed and the continuation of the failure for a period of thirty (30) days after notice from Landlord to Tenant specifying the nature of the failure; provided that if the default involved is curable but not within thirty (30) days, then so long as Tenant shall commence the cure involved within such thirty (30) day period after notice and thereafter diligently pursue completing the cure, the time within which such cure must be completed shall be extended for the period necessary to complete the cure

Section 5.02 Chronic Default. Tenant shall be deemed in "**Chronic Default**" under this Agreement if Tenant, more than three (3) times in any twenty-four (24) month period, fails to observe and perform any other terms, covenants, conditions, limitations or agreements under this Agreement on Tenant's part to be observed or performed (regardless of whether Tenant has timely cured). If Tenant is in Chronic Default, then Landlord shall be permitted to declare a Tenant Event of Default by providing written notice to Tenant and Tenant shall have no further cure periods for such default.

Section 5.03 Remedies on Tenant Default. The remedies for default shall be as set forth in the Lease.

ARTICLE 6

MISCELLANEOUS

Section 6.01 University Accreditation. Tenant agrees to (a) cooperate with the University in the University's accreditation process and (b) take all actions and do all things necessary to ensure that its possession, use, operation and management of the Premises does not negatively affect the University's accreditation.

Section 6.02 Conditions Precedent. The effectiveness of this Agreement shall be subject to the approval of the Idaho Board of Education and any additional consents or approvals required by legislation and regulations governing Landlord.

Section 6.03 Force Majeure. Neither Landlord nor Tenant shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from Force Majeure. For purposes of this Agreement, Force Majeure means any event or condition beyond the reasonable control of a party which, despite its reasonable efforts to prevent, avoid, delay or mitigate, prevents, impacts or delays a party from performing its obligations under this Lease. Force Majeure includes, but is not limited to: (a) acts of God; (b) flood, fire, hurricane, earthquake or unusually severe weather; (c) epidemic or quarantine; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, explosion, riot or other civil unrest; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this Agreement; (g) action by any governmental authority; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) shortage of adequate power or transportation facilities; (k) significant and severe change in the economic condition of a party related to market forces or unforeseen loss of government funding beyond the control of such party and not proximately related to such party's own actions; (k) significant increases in the price of construction labor and materials prior to commencement of the Project that are greater than the average annual increases in the last ten years; (l) failures in the banking and financial systems of the United States; and (m) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**"). The Impacted Party shall give notice as soon as practicable but in any event, within ten (10) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Force Majeure events shall not excuse Tenant from the prompt payment of Rent as required under this Lease.

Section 6.04 Relationship of the Parties. This Lease shall not be deemed or construed to create or establish any partnership or joint venture or similar relationship or arrangement between the parties.

Section 6.05 Authorized Representatives. Tenant hereby appoints the following as its respective Authorized Representatives during Development of the Project: Thomas Trubiana and Steven Schnoor, and for the Management of the Facilities, Christine D. Richards, each of whom may act individually, and such other persons as may be appointed in writing by them from time to time and with prior written notice of such appointment provided to Landlord. Landlord hereby appoints _____ as its Construction Coordination Authorized Representative and such other individual as may be appointed by Landlord from time to time.

Section 6.06 Notices. Any notice, request or other communication given or made hereunder ("**Notice**") shall be in writing and sent by either of the parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal

delivery, (iii) by recognized overnight delivery service for overnight delivery or (iv) by facsimile or e-mail, provided, however, that notice by facsimile or e-mail shall be promptly supplemented by delivery of notice as provided in (iii) above. Any such Notice shall be addressed to the other party at the mailing addresses, facsimile numbers or e-mail addresses set forth below, or to such other mailing addresses, facsimile numbers or e-mail addresses for each party as each party may hereafter designate by Notice given to the other party pursuant to this Section:

To Landlord/University:

Boise State University
Office of General Counsel
Attention: Kevin Satterlee
1910 University Dr.
Boise, ID 83725-1002

With a Copy to:

Boise State University
Real Estate Services
Attention: Jared Everett
1910 University Dr.
Boise, ID 83725-1247

To Tenant:

Education Realty Trust, Inc.
999 South Shady Grove Road, Suite 600
Memphis, Tennessee 38120
Attention: President and General Counsel
Telephone: (901) 259-2500
Facsimile: (901) 259-2594

With a copy to (which shall not constitute Notice):

Martin, Tate, Morrow & Marston, P.C.
6410 Poplar Avenue, Suite 1000
Memphis, Tennessee 38119
Attention: Clayton C. Purdom
Telephone: 901-522-9000
Facsimile: 901-527-3746
Email: cpurdom@martintate.com

Section 6.07 Access to Records; Public Records Law. The parties hereto acknowledge that Idaho Public Records Law, Idaho Code Title 74, Chapter 1, as amended, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State agency regardless of physical form or character. Accordingly, certain Information may be public record subject to disclosure under the Idaho Public Records Law. Information Tenant considers exempt under the Public Records Law or otherwise protected by disclosure, must be marked as "exempt" or "trade secret" on **EACH PAGE** containing such information. Only those pages identified as "trade secret" or otherwise exempt from disclosure will be exempt from disclosure and the University will honor such nondisclosure to the extent permitted by law. All other pages of the proposal will be released without review. The exemption for "trade secrets" and other exemptions from the Public Records Law are limited and information will be exempt from disclosure only to the

extent the content meets the definition of trade secret or other applicable exemption in the Public Records Law. Accordingly, the University cannot guarantee information marked as "trade secret" or "exempt" will be exempt from disclosure. In addition, certain documents and materials may be required to be publicly disclosed and available for the purpose of presentation to and meetings of the Idaho State Board of Education. Tenant acknowledges such Information shall be public to the extent required by applicable laws, regulations and policies of the Idaho State Board of Education and consents to disclosure of such Information.

Section 6.08 Confidentiality. Subject to Section 6.01, the parties acknowledge that certain matters relating to this Agreement and the information related thereto, including without limitation any information relating to parties or their affiliates and all student records maintained by the University that are protected by the Family Rights and Education Privacy Act (FERPA), Idaho state law and/or University regulations, collectively (the "**Information**"), are confidential in nature. To the extent permitted by law, the parties covenant and agree to keep the Information confidential and will not (except as required by applicable law, regulation, or legal process, and only after compliance with provisions hereof), without the prior written consent of the other party, disclose any Information in any manner whatsoever; provided, however, that the Information may be revealed only to a party's key employees, legal counsel and financial advisors (collectively, "**Contract Parties**", and each individually "**Contract Party**"), each of whom shall be informed of the confidential nature of the Information, shall agree to act in accordance with the terms hereof, and shall agree to use the Information solely for the purpose of evaluating the transaction contemplated in this Agreement. In the event that a party or Contract Parties are requested pursuant to, or required by, applicable law, regulation or legal process (collectively "**Applicable Law**") to disclose any of the Information, the applicable Contract Party shall notify the other party promptly so that such party may seek a protective order or other appropriate remedy (collectively "**Remedy**") or, in the affected party's sole discretion, such party may waive compliance with the terms hereof; provided, however, that the Remedy must be of a nature that a Contract Party's failure to disclose the information will not place the Contract Party in violation of Applicable Law or otherwise expose the Contract Party to any liability for failure to disclose the Information as required by Applicable Law, and, provided further, that the Remedy must be secured not later than forty-eight (48) hours in advance of the deadline for disclosure of the Information in compliance with Applicable Law. In the event that no Remedy is obtained, or that the affected party waives compliance with the terms hereof, the Contract Party may furnish only that portion of the Information which it is advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information. Each party shall be responsible for any breach of the covenants in this Section by any Contract Party.

Section 6.09 Non-Recourse Agreement; No Recourse to State of Idaho General Fund Appropriations. No funds of the State of Idaho shall be used for any University obligation set forth in this Lease, including without limitation termination fees set forth in Article 26, or any payment or damages required of the University in case of default hereunder. In no case shall the University have any obligation or liability under this Agreement in any given year of the Term in excess of the revenues from the Project for such year ("**Annual Project Revenues**"), except for the payment of the Early Termination Fee upon termination of the Term, which may be paid by revenues from the Project escrowed for such event, general revenues of the University, or by another third party operator of the Project, but in no case by appropriations or other funds of the State of Idaho.

Section 6.10 Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons include their permitted successors and assigns; and (d) the headings of articles and sections contained in this Lease are inserted as a matter of convenience and shall not affect the construction of this Lease. The parties have jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Lease, and, accordingly, it is agreed that no term or provision of this Lease shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 6.11 Applicable Law. This Lease shall in all respects be governed by, and construed in accordance with the laws of the state in which the Premises are located. Venue for purposes of any actions brought under this Lease, or under any agreement or other document executed in conjunction herewith, shall be in the courts of Ada County, Idaho and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

Section 6.12 Amendment and Waiver. This Lease may be amended or changed only by written instrument duly executed by Landlord and Tenant and any alleged amendment or change which is not so documented shall not be effective as to either. The failure of either to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 6.13 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein by invalidating an essential term, including but not limited to: the provision of student housing services by Tenant, the payment of Rent to the Landlord by Tenant, and the payment of the Early Termination Fee by Landlord to Tenant in the case of early termination for any reason, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 6.14 Entire Agreement; Further Assurances. This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant with regard to the matters set forth herein, including, but not limited to, the financial obligations relating thereto, and there are no covenants promises, agreements, conditions, or understandings, either oral or written between them as to these matters, other than as are set forth herein. The recitals, schedules and exhibits attached hereto or referred to herein are hereby incorporated herein and made a part hereof. At any time or times after the date hereof, each party shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 6.15 Multiple Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 6.16 Successors and Assigns. This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and the parties' respective permitted successors and assigns.

Section 6.17 No Third Party Beneficiaries. Nothing in this Lease shall be construed to permit anyone other than Landlord and Tenant and their respective successors and permitted assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance or performance hereunder.

Section 6.18 No Personal Liability. No officer, official, employee, agent or representative of either party shall be personally liable to the other party or any successor in interest, in the event of any default or breach by the party for any amount which may become due to the other party or any successor in interest, or on any obligation incurred under the terms of this Lease.

Section 6.19 Officials, Agents and Employees of State of Idaho Not Personally Liable**.** It is agreed by and between the parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease, express or implied, nor for

any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the Landlord.

Section 6.20 Nondiscrimination. Tenant hereby agrees to perform all of its obligations related to this Lease without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. Tenant further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. Tenant hereby agrees to provide equal employment opportunity in employment and not to discriminate on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by applicable law.

Section 6.21 Construction or Renovation of Buildings. All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

Section 6.22 Long Term Energy Costs. Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of the Improvements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code, 2000 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

Section 6.23 Non-Smoking Buildings. All Improvements shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

Section 6.24 Utility Information. Tenant agrees to provide Landlord with ongoing permission to access the utility information of the building to determine the amount of electricity and heating fuel consumed within the Premises. If Landlord is not able to access this information directly from the utility companies, Tenant agrees to furnish said information to Landlord upon request on a calendar year basis.

Section 6.25 Indoor Air Quality. Tenant agrees to develop and maintain an indoor air quality management program and to maintain it in conjunction with all construction projects in the Premises as well as on all ongoing maintenance and repairs of the Premises. Said program shall optimize and document the use of air quality compliant materials inside the Improvements to reduce the emissions from materials used in the Improvements. Ongoing indoor air quality requires the use of low or no VOC paints, solvents, adhesives, furniture and fabrics. VOC and chemical component limits shall not exceed Green Seal's Standard GS-11 requirements. Paints used on site shall be low VOC and are to be brush-applied only, spray painting is not allowed on the interior of the Building. Carpet must meet the requirements of the CRI Green Label Plus Carpet Testing Program. Carpet cushion must meet the requirements of the CRI Green Label Testing Program. Composite panels and agrifiber products must not contain added urea-formaldehyde resins. Laminate adhesives

used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no urea-formaldehyde.

Section 6.26 REIT Status. Landlord recognize that Tenant is owned directly or indirectly by a real estate investment trust ("**REIT**") and that such REIT must comply with a number of restrictions under the Internal Revenue Code (the "**Code**") to maintain its status as a REIT under Section 856 of the Code. Landlord agrees that Tenant will operate in a manner that will permit it to comply with all of the requirements necessary to enable the Tenant Parties to qualify as a REIT for U.S. federal income tax purposes. Landlord agrees that it shall not take any action which would cause any of the income derived by Tenant to fail to qualify as "rents from real properties" or as other qualifying income under Section 856(c)(2) of the Code without the express written approval of Tenant.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.01 Representations and Warranties of Tenant.

(a) Tenant represents and warrants to Landlord that (i) Tenant is a limited liability company validly existing and in good standing under the laws of the State of Delaware, duly qualified and in good standing under the laws of the state in which the Premises is located, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Agreement; (ii) the execution, delivery and performance of this Agreement is within its power, has been authorized by all necessary action and does not contravene any provision of its certificate formation and operating agreement in effect on the date hereof; (iii) this Agreement has been duly executed and delivered by an authorized person of Tenant; (iv) this Agreement, assuming that it has been duly and validly executed and delivered by Landlord, is the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally; (v) the execution, delivery and performance by Tenant of this Agreement does not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Tenant, its activities or property is bound or any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Tenant, its activities or property; (vi) as of the Rent Commencement Date, neither Tenant nor, to the knowledge of Tenant, Parent or Guarantor, has any current plans, or is party to any discussions, which would relate to or would result in (A) a Change of Control of Tenant, Parent or Guarantor, (B) the assignment or sublease of this Lease or (C) a sale or transfer of all or substantially all of the assets of Tenant, Parent or Guarantor; (vii) there are no lawsuits, claims, suits, or legal, administrative or other proceedings or investigations, civil or criminal, pending or, to Tenant's knowledge, threatened against or affecting Tenant, nor to Tenant's knowledge, is there any basis for any of the same; and there is no action, suit or legal, administrative or other proceeding pending or, to Tenant's knowledge, threatened which questions the legality or propriety of the transactions contemplated by this Agreement; and (viii) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Tenant, its activities or property is required for the execution, delivery or performance by Tenant of this Agreement.

Section 7.02 Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that (i) it is a body corporate and politic of the State of Idaho, is qualified to transact business in Boise, Idaho, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Agreement; (ii) the execution, delivery and performance by Landlord of this Agreement is within its power, has been authorized by all necessary action and does not contravene any provision of its governing documents or legislative authority, as in effect on the date hereof; (iii) this Agreement has been duly

executed and delivered by an authorized person of Landlord; (iv) this Agreement, assuming that it has been duly and validly executed and delivered by Tenant, is the valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, subject to general equitable principles and applicable provisions of law related to public entities, bankruptcy, insolvency and creditors' rights generally; (v) the execution, delivery and performance by Landlord of this Agreement do not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Landlord, its activities or property is bound or, in the good faith belief of Landlord, and excluding any provisions of this Agreement that are limited by the extent to which they are permitted by the Requirements, for which Landlord makes no representation or warranty, any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Landlord, its activities or property; and (vi) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Landlord, its activities or property is required for the execution, delivery or performance by Landlord of this Agreement.

ATTACHMENT 2

SIGNATURE PAGE TO OPERATING AGREEMENT BETWEEN BOISE STATE UNIVERSITY AND EDR BOISE LLC DATED _____, 2015

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the day and year first set forth above.

LANDLORD / UNIVERSITY

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

TENANT

EDR BOISE LLC

By: _____

Name: _____

Title: _____

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BOISE STATE UNIVERSITY

SUBJECT

Planning and Design of Materials Science Research Center

REFERENCE

August 2014 — Idaho State Board of Education (Board) approved BSU's Six-year Capital Improvement Plan

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) seeks Board approval for the planning and design of a new Materials Science Research Center. The proposed building will be located in the master-planned science and engineering complex in the South Campus zone.

The new state-of-the-art science research building will support the growing Materials Science Engineering program. The building, as currently envisioned, will include teaching spaces and computational and research laboratories to facilitate cutting-edge research; shared equipment and storage areas; departmental and faculty offices; graduate student and post-doctoral spaces; informal learning areas; and associated support spaces. In order to meet the need for additional general classroom space in the south end of campus, the Research Center may also include a 225-250 seat lecture hall and two 80 seat classrooms, all of which will be designed to support active learning pedagogies.

IMPACT

Project design service costs are estimated to not exceed $3.4 million. The source of funds for design services is private donations. Total project costs, including construction costs, contingency, design and engineering fees, equipment costs, testing, surveying, reports, furniture, fixtures and equipment are estimated to be between $45 and $55 million, depending on the final scope and design development details. Cost ranges are related to continued uncertainty in the construction market, especially for competitively bid public sector work. This estimate includes escalation costs for the expected duration of the project design phase.

BSU is actively seeking private donations for this project, and envisions the final funding sources for this project to be a combination of private gifts and BSU funds, and/or new bond proceeds, subject to future Board approval. A final budget and source of funds will be presented to the Board when the project is brought forward for construction approval.

ATTACHMENTS

Attachment 1 – Project Budget Page 3
Attachment 2 – Capital Project Tracking Sheet Page 4

STAFF COMMENTS AND RECOMMENDATIONS

This is a request by BSU to authorize commencement of planning and design for a new science building. Source of funds for this phase of the project would be donated funds.

A facilities needs assessment quantifying the need for a new science building (e.g. growth projections for materials science engineering) and general classroom space would be helpful so the Board has context and data by which to evaluate and review this proposed project.

BOARD ACTION

I move to approve the request by Boise State University for planning and design of the Materials Science Research Center for a cost not to exceed $3.4 million.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

MATERIALS SCIENCE BUILDING PROJECT BUDGET

Project Number:	TBD
Project Title:	Materials Science Research Center
Date:	Aug-15

Category	Design Budget
Architectural Fees	$ 3,256,000
Construction Costs	-
Testing, Inspections and Misc.	$ 30,400
Construction Contingency	-
Subtotal	$ 3,286,400

University Costs	$ 113,600
Project Contingency 10%	-

Total Project	$ 3,400,000

ATTACHMENT 2

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
Aug-15

History Narrative

Institution/Agency: Boise State University **Project:** Materials Science Research Center
Project Description: Planning and Design for new Materials Science Research building

Project Use:
Project Size:

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
Initial Cost of Project	$ -	$ -	$ 3,400,000	$ 3,400,000	$ 3,256,000		$ 144,000	$ 3,400,000
Total Project Costs	$ -	$ -	$ 3,400,000	$ 3,400,000	$ 3,256,000	$ -	$ 144,000	$ 3,400,000

	* Other Sources of Funds						
History of Funding:	PBF	ISBA	Institutional Funds	Student Revenue	Other	Total Other	Total Funding
	$ -	$ -	$ 3,400,000			$ 3,400,000	$ 3,400,000
						$ -	$ -
					-	-	-
Total	$ -	$ -	$ 3,400,000	$ -	$ -	$ 3,400,000	$ 3,400,000

UNIVERSITY OF IDAHO

SUBJECT

Capital Project Financing Plan and Construction Phase Authorization Request, Replace Aquaculture Research Institute facility, Moscow Campus

REFERENCE

December 19, 2013 — Approval by the Board of Regents for design and planning phase expenditures up to $120,000.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Aquaculture Research Institute (ARI) has research facilities both on the University of Idaho (UI) Moscow campus and in Southern Idaho at the Hagerman Fish Culture Experiment Station. Campus ARI facilities support fish holding and experimentation, but they also provide space for faculty and staff offices, graduate student offices, conference areas, and dry lab space. These research facilities are designed to meet many research and teaching needs for faculty involved in the fisheries/aquaculture field. Fish and tank space is provided as a service to faculty from many different departments at UI and Washington State University (WSU). Fish are reared at ARI facilities for use in teaching laboratories in various courses offered through the Department of Fish and Wildlife Sciences.

The current building on Poultry Hill was originally a residential farmhouse built in the 1920s, in which the university has housed aquaculture research for the last 25 years or more. The building has many deficiencies and is in need of repairs and modernization to bring it up to current code. Repair needs include a new roof, building siding, windows, a new boiler, water and sewer service upgrades, replacement of the electrical system, and various ADA improvements. All totaled, the estimated repair costs far exceed the replacement value of the facility. This structure will be removed from service and demolished as part of this overall effort.

A new 7,500 square foot facility will provide improved capabilities and be located close to the larger cold water wet lab on the west end of campus near the Holm Research Center. Improving the ARI campus facilities will ensure longevity of important ongoing research programs and will facilitate new opportunities for current and future fisheries faculty at UI. Relocating near the existing cold water wet lab facility will increase critical mass and interaction between staff and faculty, and provide new capacity for funded research projects.

Since the Regents authorized UI to proceed with the planning and design phases, much has been accomplished. UI conducted a Request for Qualifications (RFQ)

process to identify a consultant team most qualified to assist the university with planning and design. Lombard Conrad Architects (LCA), of Boise, was identified and brought under contract. LCA is assisted by McMillen, also of Boise. McMillen brings specific expertise in fishery and aquaculture projects and has worked successfully with UI in the past regarding the 2010 Paradise Creek Ecosystem Restoration effort.

LCA/McMillen have worked with university faculty and staff to plan, program, and develop a conceptual design for the facility that satisfies the project needs and requirements. In parallel, UI research and academic faculty and staff have conducted an in-depth programmatic review of Aquaculture and fishery programs to ensure that the right research and academic programs are identified and planned for the facility, and the proper needs and requirements are developed in support of those programs.

The project is currently in the final stages of design development and ready to proceed into construction documents in support of an eventual bid phase and construction implementation.

IMPACT

The immediate fiscal impact of this effort is an additional $1,680,000 to fund the construction phase. The overall project effort to include the previously authorized $120,000 planning and design phase is anticipated to be $1,800,000. In the planning and design phase authorization request, UI noted an intention to fund the initial costs from internal strategic reserves, with the university repaying itself through bond debt at a later date. Upon further analysis since that December 2013 request, UI now intends to fully fund the entire project from internal, central strategic reserves. Therefore, UI no longer intends to include this project in any additional bond or debt financing.

Total Project **Funding**		**Estimate Budget**	
State	$ 0	Construction	$ 1,230,000
Federal (Grant):	0	Const. Cont. (10%)	123,000
Other (UI) Design Ph.	120,000	Design/Consultant Fees	211,500
Other (UI) Const. Ph.	1,680,000	FFE/Lab Equipment	86,000
		Project Contingency	149,500
Total	$ 1,800,000		$ 1,800,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet Page 4

STAFF COMMENTS AND RECOMMENDATIONS

This is a request for Regents' Authorization to approve the financing plan and implement the construction phase for the replacement of the existing aquaculture research facility located on Poultry Hill on the main campus of the University of

Idaho. The capital project budget is estimated at $1.8 million. If authorized, the university will proceed with the bidding, award, and construction phases of this project.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement construction phases of a Capital Project for the replacement of the Poultry Hill Aquaculture Research facility, in the amount of $1,800,000. Authorization includes the authority to execute all necessary and requisite consulting contracts to bid, award, and fully implement the construction phase of the project.

The facility will be eligible for occupancy costs, so Legislative Services Office and the Division of Financial Management should be so notified pursuant to Board policy V.B.10.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of Aug 2015

History Narrative

1 **Institution/Agency:** University of Idaho **Project:** Project Financing Plan and Construction Phase Authorization, Replace Aquaculture Research Facility, University of Idaho, Moscow, Idaho.

2 **Project Description:** Planning and Design Phase for a project to replace the 90 year old farmhouse housing aquaculture research operations on Poultry Hill, on the main campus of the University of Idaho, Moscow, Idaho. The replacement facility is to be constructed approx 1/3 of a mile west of the extisting structure, adjacent to another existing aquaculture research facility. The project will include site prep and improvements, construction of the new research facility, and the potential demolition of the existing aged structure.

3 **Project Use:** Improving the aquaculture facilities will ensure longevity of important ongoing research programs and will facilitate new opportunities for current and future fisheries faculty at UI. Relocating near the larger existing fish facility will increase critical mass and interaction between staff and faculty, and provide new capacity for funded research projects.

4 **Project Size:** Tagret 7,500 GSF

5

6		Sources of Funds				Use of Funds			
7							Use of Funds		
8		PBF	ISBA	Other	Total Sources	Planning	Const	Other**	Total Uses
9	Initial Cost of Project. Planning and Design Phase Only	$ -	$ -	$ 120,000	$ 120,000	$ 114,000	$ -	$ 6,000	$ 120,000
10									
11	**History of Revisions:**								
12	Total Cost of Project. Construction Phase Authorization Request			$ 1,680,000	$ 1,680,000	$ 97,500	$ 1,439,000	$ 143,500	$ 1,680,000
13									
14	**Total Project Costs**	$ -	$ -	$ 1,800,000	$ 1,800,000	$ 211,500	$ 1,439,000	$ 149,500	$ 1,800,000

15

16				* Other Sources of Funds				
17	**History of Funding:**	**PBF**	**ISBA**	**Institutional Funds (Gifts/Grants)**	**Student Revenue**	**Other***	**Total Other**	**Total Funding**
18	Initial Authorization Request, Planning and Design Phase Only, Dec 2013	$ -				$ 120,000	$ 120,000	$ 120,000
19	Authorization Request, Construction Phase, Aug 2015	$ -				$ 1,680,000	$ 1,680,000	$ 1,680,000
20								
21	Total	$ -	$ -	$ -	$ -	$ 1,800,000	$ 1,800,000	$ 1,800,000

22

23 * Internal, Central Strategic Reserves

24 ** Project Contingency

LEWIS-CLARK STATE COLLEGE

SUBJECT

Sodexo Food Services Contract Renewal

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.
IDAPA 38.05.01.032

BACKGROUND / DISCUSSION

Lewis-Clark State College (LCSC) has contracted with Sodexo as the on campus food vendor since at least 1996. The last comprehensive contract, also for a five year term with subsequent one year extension provisions, was entered into in 2006. This draft renewal does not contain significant changes from the prior contract, although it does provide for a $10,000/year payment by Sodexo to LCSC for facility and equipment upgrades. The draft renewal maintains the ability to cancel the contract with a 60 day notice. Also, there is typically an annual addendum that adjusts meal plan prices to account for inflation, etc.

Idaho higher education institutions are exempt from bidding requirements for food service operations where there is no expenditure of institutional funds. Food service revenues from students and customers are passed through the college to the vendor.

IMPACT

Based upon the amount of student meal plan fees ($728,000 in FY 2015), the total dollar value of the contract over five years exceeds institution and executive director approval thresholds set forth in policy V.I.3.a., thus Board approval is required.

ATTACHMENTS

Attachment 1 – Management Agreement Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval

BOARD ACTION

I move to approve the agreement between Lewis-Clark State College and Sodexo America, LLC, in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the Vice President for Finance and Administration to execute the contract and any necessary supporting documents.

Moved by_____ Seconded by_____ Carried Yes____ No____

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MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of this 22nd day of June, 2015, by and between LEWIS-CLARK STATE COLLEGE, an Idaho educational institution ("Client"), and SODEXO AMERICA, LLC, a Delaware limited liability company ("Sodexo"), who agree as follows:

ARTICLE I
PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which Client retains Sodexo to manage and operate Food Service for Client's students, faculty, staff, employees, visitors and invited guests.

1.2 Independent Contractor. Sodexo shall be an independent contractor and shall retain control over its employees and agents.

1.3 Previous Agreements. Client and Sodexo previously entered into an Agreement dated June 14, 2006, concerning the scope of services to be provided by Sodexo as set forth in Section 1.1 herein. This Agreement supersedes the agreements noted in the preceding sentence and any and all other previous agreements relating to the subject matter as specified in Section 1.1 herein.

1.4 Confidentiality. The terms and conditions of this Agreement are confidential. Client and Sodexo represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either party from disclosing the existence of the relationship, Term of the Agreement or the projected sales volume related to the terms of the Agreement.

ARTICLE II
DEFINITIONS

2.1 Accounting Period. Sodexo's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2.2 Charge. A fee established by Sodexo for goods or services provided by Sodexo.

2.3 Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises. Food Service shall include the following:

Resident Dining Program
Retail Sales
Catering
Concessions
Conference Meals

2.4 Gross Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, including sales taxes.

2.5 Net Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, excluding sales taxes.

2.6 Premises. Client's facilities on the campus of Lewis-Clark State College, including the Center for Arts and History, with the exception of its Athletic facilities.

2.7 Smallwares. Dishware, glassware, flatware, utensils and similar items.

ARTICLE III
TERM AND EXCLUSIVITY

3.1 Term and Termination.

A. The term of the Agreement is five (5) years ("Initial Term"), commencing on July 1, 2015 and shall continue thereafter, until terminated by either party as hereinafter provided.

Client and Sodexo agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

B. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

C. Either party may terminate this Agreement, in whole or in part, at any time upon sixty (60) days' prior written notice to the other party.

3.2 Effect of Termination.

A. All outstanding amounts owed Sodexo shall become due and payable immediately upon notification of termination by Client. Client shall pay Sodexo in full each week for services performed during the prior week. Such payments shall be

made no later than Friday of the week succeeding the week in which the work is performed. In the event Client fails to timely make any payment hereunder, Sodexo immediately may cease to provide Food Service.

B. If the Agreement is terminated, Client shall reimburse Sodexo for the unamortized portion of Sodexo's Investment relating to the Food Services.

3.3 Exclusive. Client grants Sodexo the exclusive right to perform Food Service on or from the Premises. Client and Sodexo may agree to exempt certain catering events from exclusivity by mutual agreement of the parties. Client grants Sodexo and its affiliates the right to bid on the procurement of furnishings, fixtures and equipment and on the provision of design services related to the Premises on terms to be agreed upon.

ARTICLE IV
EMPLOYEES

4.1 Sodexo Management Employees. Sodexo shall provide management employees to supervise all Food Service employees.

4.2 Sodexo Nonmanagement Employees. All nonmanagement Food Service employees shall be Sodexo employees.

4.3 Personnel Obligations. Each party hereto shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms. Each party shall indemnify, defend and hold the other harmless from and against any claims, liabilities and expenses related to or arising out of the indemnifying party's responsibilities set forth herein.

4.4 Agreement Not To Hire. Client shall not, without Sodexo's written consent, hire, make any agreement with, or permit the employment, in any operation providing food service, any person who has been a Sodexo management employee at the Food Service within the earlier of one (1) year after said employee terminates employment with Sodexo or within one (1) year after termination of this Agreement. Client agrees that Sodexo employees have acquired special knowledge, information, skills and contacts as a result of being employed with and trained by Sodexo. If Client hires, makes any agreement with or permits employment of any such employee, in any operation providing food service within the restricted period, it is agreed by Client that Sodexo shall suffer damages and Client shall pay Sodexo as liquidated damages an amount equal to two (2) times the annual salary of each employee hired by Client. This sum has been determined to be reasonable by both parties after due consideration of all

relevant circumstances. This provision shall survive termination of this Agreement.

4.5 Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or veteran status, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexo's employees. Under no circumstances will Sodexo permit a request or suggestion by a client to place a particular manager in an account to override its non-discrimination policy.

In addition, Sodexo affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE V
INVENTORIES, PREMISES, EQUIPMENT AND MAINTENANCE

5.1 Premises and Equipment. Client shall furnish at its expense, Premises and equipment including but not limited to kitchen equipment, suitably furnished office space, including a safe for the temporary holding of funds and fire extinguishing equipment. Sodexo shall take reasonable and proper care of the facilities and return them to Client at termination of the Agreement.

5.2 Condition of Premises and Equipment. The Premises and equipment provided by Client for use in the Food Service operation shall be in good condition and maintained by Client to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Client agrees to indemnify Sodexo against any liability or assessment, including related interest and penalties, arising from Client's breach of the aforementioned obligations, and Client shall pay reasonable collection expenses, attorneys' fees and court costs incurred in connection with the enforcement of such

indemnity. Client further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of Client and shall be at the Client's expense. This provision shall survive the termination of this Agreement.

5.3 Sanitation and Janitorial Service. The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

A. Sodexo's Responsibilities. Sodexo shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas. Sodexo shall clean tops of tables and chairs in the dining area, and transport refuse to designated refuse collection areas. Twice annually, within 20 days of the last day of the spring semester and again during winter break, Sodexo shall complete deep cleaning of the food preparation and serving areas including but not limited to all equipment in the kitchen and serving area, counter tops, work surfaces, cabinets, and floors.

B. Client's Responsibilities. Client shall be responsible for housekeeping and sanitation in customer traffic areas including dining area and the cleaning of dining area floors and/or carpets and all windows, walls, ceilings, ceiling fixtures, drapes, fixtures, air ducts and hood vent systems (per local ordinance). Client shall provide and maintain adequate fire extinguishing equipment for the Premises, pest control and shall be responsible for removal of refuse from refuse collection areas. Client shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Sodexo.

5.4 Maintenance. Client shall, at Client's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and Client-owned equipment.

5.5 Inventories of Food, Beverages and Supplies. Sodexo shall continue to purchase and own inventories of food, beverages, goods, merchandise and supplies. Upon termination of the Agreement, Client shall purchase from Sodexo, or shall cause the successor operator to purchase, any remaining inventories at Sodexo’s then current invoiced cost.

5.6 Inventory of China and Smallwares. Client and Sodexo have inventoried all china, if any, and Smallwares owned by Client and have agreed as to required inventory levels. If at any time Sodexo is to provide additional Services not provided for herein, Client shall be responsible to increase, at its own expense, the inventories required for the additional service(s). Sodexo shall maintain the required inventory levels and charge the expense of replacements as an Operating Expense.

5.7 Vehicle. Sodexo shall provide a vehicle for use in the Food Service operation. Sodexo shall be responsible for the vehicle's gas, oil, maintenance, repair,

and automobile liability insurance.

5.8 Telephone Expenses. Sodexo shall be responsible for telephone installation costs, local and long distance telephone billings and broadband internet access.

5.9 Meal Program Identification System. Sodexo shall provide the administrative support for the meal program identification system and Client shall be responsible for all costs related to the electronic meal program identification system, including hardware, software, and on-going supplies. Sodexo and Client will determine annually an agreed amount for splitting the annual maintenance fee.

5.10 Equipment Failure. If electrical or equipment failure cause loss of refrigerated or frozen products, Client shall reimburse Sodexo for such loss based on invoice cost of the products. If Client's dishmachine equipment becomes inoperative for reason other than Sodexo's negligence, Client shall reimburse Sodexo for the cost of disposable items used in lieu of reusable items until the dishmachine equipment becomes operative.

5.11 Utilities. Client shall be responsible for the cost of utilities consumed in the Food Service operation.

5.12 Capital Equipment. Client shall provide capital equipment as required for the Services. In the event Client requests Sodexo to purchase equipment on Client's behalf for Client's facility, any equipment purchases made pursuant to this Section shall be billed at the price quoted by Sodexo and paid by Client separate from the financial arrangement detailed in Section 8.1.

ARTICLE VI
RESIDENT DINING PROGRAM

6.1 Service and Locations. Sodexo shall provide Food Service for Client's resident dining patrons at the Premises and at such other locations as Client and Sodexo shall agree.

6.2 Meal Plans. The following meal plans selected by Client shall be available to resident dining patrons for the 2015-2016 Academic Year:

Meal Plan A (7 days, 14 meals per week, $250.00Dining Dollars)
Meal Plan B (7 days, any 10 meals per week, $200.00 Dining Dollars)
Meal Plan C (7 days, any 5 meals per week, $250.00 Dining Dollars)

Unused Dining Dollars shall carry over from Fall to Spring Semester providing that the customer purchases a valid meal plan for both semesters. Unused balances shall not be carried over after the end of Spring Semester and shall be for Sodexo's

revenues.

Two (2) guest meals shall be provided each Semester for each meal plan purchased. Guest meals may be used any time that the dining facility is open for resident dining patrons. Guest meals do not carry over from Semester to Semester.

This Agreement between Sodexo and Client provides that Client grants Sodexo the exclusive right to provide Client with meals related to meal plans, debit card points, flex points for Client to resell to its students, faculty and staff at a specified rate per meal or daily rate.

6.3 Resident Dining Rates. The following resident dining rates shall be in effect for the 2015- 2016 resident dining calendar attached as Exhibit A:

Meal Plan 1	$13.27 per boarder per day
Meal Plan 2	$12.87 per boarder per day
Meal Plan 3	$ 8.87 per boarder per day

Rates for Meal Plan(s) 1,2, and 3 are for each resident dining patron for each day with a minimum number of two hundred twenty two (222) days required each academic year.

6.4 Partial Service Days. Charges for partial service days at the beginning or end of an academic term or vacation period shall be based on a fraction of the daily resident dining rate to be prorated on a daily basis as follows:

Breakfast:	1/2 of rate
Breakfast & Lunch:	2/3 of rate
Lunch & Dinner:	3/4 of rate
Dinner:	2/3 of rate
Brunch:	2/3 of rate

6.5 Guest Meals In Resident Dining Facilities. For guests, prices for meals served in resident dining facilities shall be as follows:

Breakfast:	$8.79
Lunch:	n/a
Dinner:	$11.50
Brunch:	$ 8.79

Plus applicable taxes, if any.

6.6 Unscheduled Service Charges. For service not included in the resident dining rate such as service on Freshman Days, between semesters, commencement and the summer session, Sodexo shall provide Food Service at mutually agreed upon times and charges.

6.7 Seconds Policy. Unlimited servings of all food and beverage items, with the exception of steak/gourmet night entrees and special event menus, shall be available to resident dining patrons for breakfast, brunch, and dinner, under the following conditions:

A. Sodexo may limit resident dining patrons to one (1) portion of each food item and two (2) beverages the first time through the serving line. Resident dining patrons who do not exit the dining area may return to the serving line or other designated areas for seconds.

B. All food obtained by resident dining patrons from the serving line must be consumed within the dining area.

6.8 Serving Style. Except for variations agreed to by both parties hereto, all resident dining meals shall be served cafeteria-style. Sodexo encourages occasional variations from this style, provided that planning and implementation of variations are coordinated with Sodexo in advance.

6.9 Menus and Prices. Sodexo shall determine prices to be charged for food and beverages that are competitive in the local marketplace, and shall prepare menus and establish quantities and portions to be served.

6.10 Special Diets. Sodexo shall supply any medically required special diets for resident dining patrons when prescribed and approved in writing by a medical doctor and Client. If the cost of a special diet exceeds normal meal cost, the patron shall pay the difference in cost.

ARTICLE VII
RETAIL SALES PROGRAM

7.1 Locations. Sodexo shall provide retail products at the Premises and at such other locations as Client and Sodexo shall agree.

7.2 Retail and Concession Product Prices. Prices charged for retail and/or concession products shall be reasonable as determined by Sodexo..

7.3 Catered Functions. Prices for catered functions, including but not limited to Client or third party functions, shall be reasonable as established bySodexo. Sodexo shall be responsible for collection of amounts due for catered functions.

7.4 Commissions. Sodexo shall pay Client a commission as follows:

Retail and Guest Meal Sales	8% of Net Sales
Jitterz Sales	8 % of Net Sales
Doks Sales	0 % of Net Sales
Warrior Sales	8 % of Net Sales
Concession Sales	25% of Net Sales (to be paid by April 30 of each year)
Catered Functions	8% of Net Sales
Third Party Functions	8% of Net Sales
Client-Sponsored Conferences	8% of Net Sales
Third Party Conferences	8% of Net Sales

Annual Baseball Net Sales

$0-$12,000	Guarantee of $3000
$12,001 and over	25% of Net Sales
(Paid by July 30 each year)	

Sodexo shall prepare a statement of sales and commissions for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period.

7.5 Equipment Fund. Commencing July 1, 2015 and continuing through June 30, 2020, providing this Agreement remains in full force and effect, Sodexo shall pay Client a Fixed Commission each Accounting period, September through June, in the amount of One Thousand Dollars ($1000) for an annual total of Ten Thousand Dollars ($10,000) per year and a total of Fifty Thousand Dollars ($50,000), over the five-year period ($Equipment Fund"). The Equipment Fund shall be held by Client for the specific use of repair, replacement and renovations of the dining services. Expenditures from the Equipment Fund shall be by mutual agreement between Client and Sodexo.

7.6 Financial Offsets. Sodexo shall pay commissions due to Client at the appropriate settlement time; provided, however, that Sodexo shall first offset any past due amounts owed by Client to Sodexo including interest charges.

ARTICLE VIII
FINANCIAL ARRANGEMENTS

8.1 Billing. Sodexo shall submit invoices to Client for resident dining at the end of each week, based upon the number of meal plan participants. Sodexo shall submit all other billings to Client as incurred. Payments shall be due within fifteen (15) days after the invoice date. Client shall pay interest on any amount not paid when due at the lesser of one and one-half percent (1.5%) each month or the highest contractual interest rate allowed by applicable state law. Client shall reimburse Sodexo for all costs and expenses, including but not limited to, court costs, attorney's fees and collection service fees, incurred by Sodexo in collecting from Client any amount not paid when due.

8.2 Retail Sales. Sodexo shall retain all cash receipts realized from the Retail Sales operations and pay operating expenses. Any profit or loss shall be for Sodexo's account.

8.3 Right of Offset or Pre-Bill. At any time when Client is over thirty (30) days past due on any obligations to Sodexo, Sodexo shall have the right to offset, from any Surplus from the Food Service operation, or from any other sums owed by Sodexo to Client, all or any portion of such outstanding receivables.

Additionally, Sodexo shall have the right, at any time when Client is over thirty (30) days past due on any obligations to Sodexo, at Sodexo's option, to require that Client pay on a pre-billing basis at least one (1) week in advance of each Accounting Period for the estimated amount due Sodexo for that Accounting Period. The estimated amount would be adjusted and reconciled to the actual amount in the next pre-billing invoice or, if Client is no longer past due on its obligations to Sodexo, with the next invoice due under Section 8.1 above.

ARTICLE IX
FINANCIAL ADJUSTMENTS

9.1 Changes in Policies and Practices. The financial terms set forth in this Agreement and other obligations assumed by Sodexo hereunder are based on conditions in existence on the date Sodexo commences operations, including by way of example, Client's student population; labor, food and supply costs; and federal, state and local sales, use and excise tax. In addition, Sodexo has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representation by Client, the financial terms and other obligations assumed by Sodexo shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

9.2 Inflation Adjustments. There shall be an annual adjustment to financial terms to reflect, at a minimum, increases in the U.S. Department of Labor Consumer Price Index for Finished Consumer Foods ("CPI").

9.3 Financial Assumptions. The financial terms of the Agreement are based upon the following assumptions:

Board Count not less than 300 average for the dining calendar year
Operating days are: minimum of 222/year_____

In the event of a change in assumptions, the financial terms shall be subject to adjustment.

9.4 Adjustments. The financial arrangement will be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees. The adjustment to the financial arrangement will be effective from the date the events of (i) and/or (ii) occur.

ARTICLE X
GENERAL TERMS AND CONDITIONS

10.1 Taxes.

A. Sodexo and Client shall each bill and collect sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. Sodexo shall bill and collect sales and use taxes, if applicable, on purchases billed to Client.

B. If additional sales or use or any other types of taxes are assessed against the Food Service operation, Client shall reimburse Sodexo for such assessment and any interest and penalties, and for attorneys' fees or other costs incurred by Sodexo related to such assessment upon receipt of an invoice from Sodexo therefor; except that Client shall not be responsible for any assessment attributable to Sodexo's negligent failure to timely submit any known tax filing or report. Sodexo shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of the Agreement.

10.2 Compliance with Law. Sodexo shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all necessary licenses and permits. Client shall cooperate with Sodexo to accomplish the foregoing.

Sodexo shall process credit/debit card transactions on Client's premises using Sodexo provided technology systems and broadband internet connectivity. This connectivity is to be provisioned by Sodexo and this connectivity will exist independent of the Client's existing network infrastructure. Client will grant Sodexo and its contractors access to all necessary points of demarcation for the provisioning of broadband internet connectivity and provide Sodexo with physical cabling structure necessary to extend broadband internet connectivity to the credit/debit cardholder data environment and associated hardware. Should Client be unable or unwilling to provide such cabling, Sodexo will install necessary cabling components using a Sodexo contracted vendor and will grant Sodexo and its contractor access to all necessary demarcation points and data closets in order to complete installation. Sodexo will provide network security and management, and all associated hardware, for the credit/debit cardholder environment at Client's premises through Sodexo's third-party provider. Sodexo will adhere to and maintain its network and data security practices at Client's premises in compliance with PCI DSS (Payment Card Industry Data Security Standard (http://www.pcisecuritystandards.org)).

10.3 Insurance. The parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law and Employers' Liability in the amount of One Million Dollars ($1,000,000.00) each accident covering all of its employees employed in connection with the Food Service operations.

B. Comprehensive or Commercial Insurance. Sodexo shall maintain during the term of the Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexo under the Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. Client shall be named as an additional insured under Sodexo's policies of insurance to the extent Client is indemnified pursuant to Section 10.5.

C. Property Insurance. Client shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the buildings, including the Premises, all property contained therein, and Client's other property insured against loss or damage from fire, explosion or other cause normally covered by special causes of loss form and builders risk property insurance policies.

10.4 Non-Sodexo Approved Vendors. Client understands that Sodexo has

entered into agreements with many vendors and suppliers of products which (i) give Sodexo the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Sodexo for or on behalf of Client. Client may direct Sodexo to use products from non-Sodexo approved vendors.

In such instances for the mutual protection of Client and Sodexo and as required by Sodexo of its vendors, Client will require each such vendor to (i) comply with Sodexo's Product Quality Assurance Requirements attached hereto as Exhibit B and (ii) obtain from a reputable insurance company acceptable to Client and Sodexo liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars ($5,000,000.00) for each occurrence naming Client and Sodexo as additional insureds and which insurance shall not exclude the negligence of Client or Sodexo. A certificate evidencing such insurance shall be provided to Client and Sodexo upon the request of either party. Client shall also require each such vendor to sign an indemnity certificate (acceptable to Client and Sodexo) in which such vendor shall agree to defend, indemnify, and hold harmless Client and Sodexo from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees which may arise as a result of using such vendor's product, except when such liability arises as a result of the sole negligence of Sodexo and/or Client. Client will require each such vendor to provide to the Sodexo General Manager detailed ingredient statements for each food item purchased. Client shall not require Sodexo to use products from non-Sodexo approved vendors until such vendor has demonstrated its ability to comply with Sodexo's Product Quality Assurance Requirements, and such insurance certificates, indemnity certificates, and ingredient statements have been provided.

In the event the Non-Sodexo Approved Vendor is unable to comply with the foregoing, Sodexo and Client shall meet to evaluate: (i) alternative vendor(s) for Sodexo and Client to utilize for the operation of the Services to replace the Non-Sodexo Approved Vendor or (ii) actions necessary to assist the Non-Sodexo Approved Vendor to become an approved vendor, or (iii) if the impediment is the lack of appropriate insurance, the need to purchase products from such Non-Sodexo Approved Vendor despite the lack of insurance coverage described above.

10.5 Mutual Indemnity. Except as otherwise expressly provided in this Agreement, Sodexo and Client shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under this Agreement. Notwithstanding the foregoing, based on the representations contained in Section 10.3 above, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special

causes of loss form and builders risk property insurance policies. This clause shall survive termination of the Agreement.

10.6 Trade Secrets and Proprietary Information. During the term of the Agreement, Sodexo may grant to Client a nonexclusive right to access certain proprietary materials of Sodexo, including menus, signage, Food Service survey forms, software (both owned by and licensed to Sodexo), and similar items regularly used in Sodexo's business operations ("Proprietary Materials"). In addition, Client may have access to certain non-public information of Sodexo, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Client), or (ii) any information which was available to Client on a non-confidential basis from a source other than Sodexo, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Sodexo.

Client shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of the Agreement. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Proprietary Materials and Trade Secrets shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of the Agreement. Without limiting the foregoing, Client specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexo and not Client. Furthermore, Client's access or use of such software shall not create any right, title interest, or copyright in such software, and Client shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to Sodexo shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of this Agreement. In the event of any breach of this provision, Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

10.7 Assignment. This Agreement may not be assigned by either party without the written consent of the other, except Sodexo may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of Sodexo.

10.8 Attorneys' Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Agreement, the prevailing party shall be

entitled to recover reasonable attorneys' fees, court costs and related expenses.

10.9 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Client: Lewis-Clark State College
Attention: Chet Herbst
Vice President for Finance
500 8th Avenue
Lewiston, Idaho 83501

To Sodexo: Sodexo America, LLC
Attention: Kirt Ingram
Senior Vice President
10150 Stone Ridge Terrace
Parker, Colorado 80134

and: Sodexo America, LLC
Attention: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

10.10 Catastrophe. Neither Sodexo nor Client shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Food Service operation, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

10.11 Construction and Effect. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of this Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern.

10.12 Amendments to Agreement. All provisions of this Agreement hereto shall

remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto. Email correspondence shall not qualify as a written document signed by an authorized signatory.

10.13 Regulations and Access. Client shall provide Sodexo with reasonable access to, and use of, the Premises to permit Sodexo to perform its obligations under this Agreement, it being understood by the parties that Client does not grant to Sodexo the exclusive use of the Premises. Client may make reasonable regulations for the use and occupancy of the Premises and shall give Sodexo written notice thereof. Client shall have the right upon prior written notice to Sodexo, reasonable under the circumstances, to relocate all or a portion of the Premises or to withdraw a portion of the Premises. Client grants Sodexo approval to use in performance of its services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Sodexo in order to provide the customer the complete Sodexo Experience.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first signed or the first day of the Initial Term, whichever is sooner.

CLIENT

By: _____
Name (printed): _____
Title: _____

SODEXO AMERICA, LLC.

By: _____
Name (printed): Kirt Ingram
Title: Senior Vice President

ATTACHMENT 1

Exhibit A
Resident Dining Calendar
Sodexo Dining Calendar
Contract Year 2015 – 2016

Fall Semester 2015

August 20 (Dinner) – 31	11.5 days
September 1 – 30	30.0 days
October 1 – 31	31.0 days
November 1 – 20 (No Dinner)	19.5 days
November 29 (Dinner) – 30	1.5 days
December 1 – 18 (Breakfast)	17.5 days
Total Fall Semester Days	111.0 days

Spring Semester 2016

January 14 (Dinner) – 31	17.5 days
February 1 – 29	29.0 days
March 1 – 25 (Breakfast)	24.5 days
April 3 (Dinner) – 30	27.5 days
May 1 – 13 (Breakfast)	12.5 days
Total Spring Semester Days	111.0 days
Total Annual Board Days	222.0 days

ATTACHMENT 1

EXHIBIT B

Product Quality Assurance Supplier Requirements

Food Category	**ALL FOODS AND BEVERAGES – Non-Specific**
All Sodexo Accounts – Requirements	All Sodexo policies related to the purchasing of food products must be adhered to at all times. References for policies: Sodexo Company Policy (CP) Manual, Sodexo Administration and Finance (A&F) Manual and Sodexo Hazard Analysis Critical Control Points (HACCP) Food Safety Program Manual. All foods must be purchased from suppliers (producers and/or distributors) that meet or exceed Sodexo product quality assurance requirements. Products listed on the Sodexo "Banned Products" list are not to be used.
All Food Suppliers – Requirements	Sodexo food suppliers, including manufacturers and distributors, must comply with the FDA's registration requirement as described in the Bioterrorism Preparedness and Response Act of 2002 if applicable. Proof of said registration is required to be shown to the auditor at the time of the Sodexo required supplier QA audit (if applicable). For additional details refer to http://www.fda.gov/oc/bioterrorism/bioact.html **National** and **Regional Supplier Approval Requirements** • **Signed contract or signed letter of intent to meet Sodexo's product quality assurance requirements (as determined by Sodexo).** • **Signed indemnity agreement.** • **Provide liability insurance naming Sodexo as additional insured.** • **Provide verification of a proactive food safety and food security program in place meeting or exceeding Sodexo Product Quality Assurance requirements.** • **This proof could be in the form of an audit or documented program as determined by the Sodexo Product Quality Assurance Department.** • **Provide technical data sheets in Sodexo's approved format for all food products if requested.** • **Provide Supplier recall policy & procedures with emergency contact information.**
Category Specific Food Safety Requirements	**TBD – Category dependent**

Annual Verification Requirements	Detailed summary of the annual third party food safety audit conducted by a Sodexo approved auditing agency for each facility manufacturing or distributing products to Sodexo. The audit must cover: • Food safety programs (HACCP, GMP's, training, recall program). • Pest control. • Plant/personnel practices. • Building and equipment conditions. • Sanitation programs (SSOP's). • Food security – proof of registration must be shown to the auditor if applicable. • Proper documentation. **OR** Detailed, documented food safety and food security program (provided annually). Requires pre-approval from the Sodexo Product Quality Assurance Department.
Approved Auditing Agencies	Refer to Exhibit C
Microbiological Guidelines – Finished Product	Total Aerobic Plate Count: **TBD – Category dependent**
	Yeast / Mold: **TBD – Category dependent**
	Total coliforms: **TBD – Category dependent**
	E. coli: **< 3 / gm**
	Fecal Coliforms: **< 3 / gm**
	Enterobacteriaceae: **TBD – Category dependent**
	Coagulase-Positive Staphylococci**: < 100 / gm**
	Shiga Toxin-Producing E. coli: **Negative in 25 gm**
	E. coli 0157:H7: **Negative in 25 gm**
	Salmonella: **Negative in 25 gm**
	Listeria monocytogenes: **Negative in 25 gm**
	Campylobacter spp: **Negative in 25 gm**
	Vibrio spp: **Negative in 25 gm**
	B. Cereus: **TBD – Category dependent**
	C. Perfringens: **TBD – Category dependent**
Additional Specifications	TBD – Category dependent

ATTACHMENT 1

EXHIBIT C

AUDITING AGENCY / ACCREDITATION	STANDARD FORMAT	ACCEPTABLE SCORE
AIB International Ms. Renee Adolph Ph: 785.537.4750 x162 radolph@aibonline.org	- Food Safety Survey Report - Retail Food Establishments	850 or higher with no less than Excellent rating
NSF Davis Fresh Dr. Devon Zagory Ph: 831.768.7951 dzagory@davisfreshtech.com	- One of the following: • Cooling Facility Audit • Packing Facility Audit • Fresh Cut Facility Audit	85% or higher
NSF-Cook & Thurber Ms. Christine Andrews Ph: 540.726.8321 candrews@nsf.org	- Food Safety & Quality Audit Report - Distribution Center Audit Report - Small Processor - Food Safety & Quality - Half Day Audit Report - Retail Audit	85% or higher with no criticals
Primuslabs.com Mr. Brian Mansfield Ph: 805.922.0055 brian@primuslabs.com	- Packinghouse, Processing Facility or Cooling/Cold Storage Audit	85% or higher
Randolph & Associates Ms. Barbara Jackman Ph: 205.595.6455 x. 229 barbara.jackman@raiconsult.com	- Food Safety Audit (for non-dairy facilities) - Food Safety Systems & Sanitation Audit (dairy facilities only)	85% or higher
Scientific Certification Ms. Heena Patel Ph: 510.452.8024 hpatel@scscertified.com	- Processing Facility Practices Auditor's Checklist - Cooling & Cold Storage Practices Auditor's Checklist - Fresh Cut Processing Practices - HACCP Plan & Processing Practices Auditor Checklist - Quality & Food Security Practices Auditor's Checklist - Small Processing Facility Checklist / Retail	85% or higher
Silliker Laboratories Mr. Todd Dechter Ph: 708.957.7878 x210 todd.dechter@silliker.com	- Food Safety and GMP Systems Report - Distribution Center Food Safety and Quality Systems	85% or higher
Steritech Ms. Christine Verplank Ph: 858.254.5970 christine.verplank@steritech.com	- Small Food Processing Audit - Large Food Processing Audit - Distribution Center Audit - Retail Audit	85% or higher
Guelph Food Technology Centre (Canadian) Ms. Brenda Sharpe Ph: 519.821.1246 ext.5039 bsharpe@gftc.ca	- Food Safety & Quality Systems Audit	85% or higher
Noraxx Inspections Inc. (Canadian) Mr. Neil Buchmann Ph: 905.670.9801 info@naraxx.ca	- GMP / HACCP Audit Report	85% or higher
Global Food Safety Initiative (GFSI) Certification * Contact your auditing company for details	- SQF – Safe Quality Food - BRC – British Retail Consortium - IFS – International Food Standard - Dutch HACCP	Certification Document
USDC – Seafood Steven Wilson, Ph: 301.713.2355 Steven.Wilson@nooa.gov	- Seafood Inspection Program USDC Checklist & Score Sheet	87.5% or higher
The Sodexo approved USDA audit agency below is <u>not approved</u> for retail food establishments or FSIS (USDA) regulated facilities due to the potential for conflict of interest		
USDA – All Types Ms. Renee Wassenberg Ph: 785.336.0267 Renee.Wassenberg@usda.gov	- Plant Systems Audit, Checklist and Score Sheet for Large Processors (processing, drying, freezing, and fresh cut facilities) - Plant Sanitation Survey for Small Processors - Food Warehouse Evaluation, Checklist & Score Sheet	87.5% or higher 95% or higher with no criticals or majors 85% or higher
USDA – Shell Egg Mr. Jeffrey Waite Ph: 202.720.4411 Jeffrey.Waite@usda.gov	- Shell Egg Plant Systems Audit Checklist & Score Sheet	85% or higher
USDA – Produce Mr. Ken Petersen Ph: 202.720.4560 Ken.Petersen@usda.gov	- GAP / GHP Systems Audit Checklist and Score Sheet	90% or higher