

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 19, 2017**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>FY 2017 SOURCES AND USES OF FUNDS</b>	Information item
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<b>2</b>	<b>IDAHO STATE UNIVERSITY</b> Facilities Use Agreement Between ISU and the Idaho College of Osteopathic Medicine (ICOM)	Motion to approve
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<b>3</b>	<b>IDAHO STATE UNIVERSITY</b> Amendment to License Agreement Between ISU and the Idaho College of Osteopathic Medicine (ICOM)	Motion to approve
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<b>4</b>	<b>UNIVERSITY OF IDAHO</b> Multi-Year Agreement – City of Moscow - Campus Security	Motion to approve
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<b>5</b>	<b>UNIVERSITY OF IDAHO</b> Nancy M. Cummings Research, Extension, and Education Center Project – Planning and Design Phases	Motion to approve
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<b>6</b>	<b>UNIVERSITY OF IDAHO</b> West Campus Utilities Distribution Systems and Infrastructure Improvements & Expansion Project – Planning and Design Phases	Motion to approve
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<b>7</b>	<b>FY 2019 BUDGET REQUEST AMENDMENT</b>	Motion to approve
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**OCTOBER 19, 2017**

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**SUBJECT**

FY 2018 College and Universities “Summary of Sources and Uses of Funds”

**APPLICABLE STATUTES, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

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

**Revenue types include:**

Approp: General Funds – State appropriation of state funds

Approp: Endowment Funds – Idaho State University (ISU), University of Idaho (UI) and Lewis-Clark State College (LCSC) are the beneficiaries of income from state endowment lands

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

Institutional Student Fees – Fees approved by the institution presidents

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

Federal Student Financial Aid – Funds passed through to students

State Grants & Contracts – Grants and contracts awarded by the State: may include state scholarships and work study funds

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

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

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

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

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

**Expenditure Categories:**

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

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

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

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

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

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

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

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

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

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

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

Federal Student Financial Aid – funds passed through to students

Other – institution specific unique budgeted expenditures

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**IMPACT**

The attached worksheets provide a high level overview of the institutions' sources of funding and expenditures based on the standard categories listed above. The trend analysis shows how the allocation of budgeted revenues and expenditures has changed since fiscal year 2011 excluding any mid-year adjustments (e.g. holdbacks).

**ATTACHMENTS**

Attachment 1 – Aggregate Trend Report	Page 5
Attachment 2 – Aggregate Annual Report	Page 6
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Attachment 4 – Boise State Annual Report	Page 8
Attachment 5 – Idaho State University Trend Report	Page 9
Attachment 6 – Idaho State University Annual Report	Page 10
Attachment 7 – University of Idaho Trend Report	Page 11
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Attachment 9 – Lewis-Clark State College Trend Report	Page 13
Attachment 10 – Lewis-Clark State College Annual Report	Page 14

**STAFF COMMENTS AND RECOMMENDATIONS**

Starting in FY 2013, federal student aid was disaggregated from Federal Grants & Contracts on the revenue side and from Scholarships/Fellowships on the expense side since federal aid only passes through the institution to the eligible students.

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

**BOARD ACTION**

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

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

a		b	c	d	e	f	g	h	i	i vs b
		2011	2012	2013	2014	2015	2016	2017	2018	
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
<b>Revenues by Source:</b>										
1	Approp: General Funds	\$259,619,803	\$251,916,503	\$269,919,595	\$279,452,595	\$298,525,915	\$309,424,472	\$334,984,591	\$344,306,056	33%
2	Approp: Federal Stimulus	\$4,305,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-100%
3	Approp: Endowment Funds	9,616,600	9,616,600	9,927,400	10,729,200	12,528,000	13,980,000	15,840,000	15,840,000	65%
4	Approp: Student Fees	177,342,376	202,215,526	216,238,128	227,240,000	241,252,060	247,102,865	251,030,760	256,485,890	45%
5	Institutional Student Fees	66,974,551	71,649,406	79,135,463	86,355,074	84,993,859	85,300,154	90,003,071	111,514,766	67%
6	Federal Grants & Contracts	389,010,370	415,693,822	112,497,648	115,546,707	112,713,666	126,045,621	110,262,677	110,076,614	-72%
7	Federal Student Financial Aid	0	0	312,522,291	307,937,134	288,465,659	290,298,904	284,572,355	280,182,279	100%
8	State Grants & Contracts (1)	19,791,273	21,583,007	22,152,755	21,682,868	22,847,714	21,567,928	22,915,957	23,926,250	21%
9	Private Gifts, Grants & Contr	52,374,136	53,920,532	64,120,559	67,276,644	63,564,826	65,936,856	63,578,497	62,774,068	20%
10	Sales & Serv of Educ Act	36,783,785	30,744,992	24,044,782	24,780,015	26,730,054	26,407,658	26,475,373	27,653,237	-25%
11	Sales & Serv of Aux Ent	110,074,583	113,931,176	116,207,575	114,684,647	108,802,298	106,589,926	102,304,302	100,893,081	-8%
12	Indirect Cost Recovery	20,580,602	22,647,183	21,792,012	19,517,154	17,810,995	18,149,490	17,923,636	27,158,944	32%
13	Other	24,151,223	26,774,339	31,897,012	38,387,194	35,284,442	38,071,357	42,086,843	41,791,454	73%
14	<b>Total Revenues</b>	<b>\$1,170,625,202</b>	<b>\$1,220,693,086</b>	<b>\$1,280,455,220</b>	<b>\$1,313,589,232</b>	<b>\$1,313,519,488</b>	<b>\$1,348,875,232</b>	<b>\$1,361,978,061</b>	<b>\$1,402,602,639</b>	<b>20%</b>
15										
16	<b>Expenditures by Function</b>									
17	Instruction	\$294,191,076	\$301,572,754	\$318,647,448	\$333,078,432	\$346,136,944	\$372,035,687	\$366,337,251	\$380,073,534	29%
18	Research	128,674,626	127,060,429	138,537,678	138,668,790	133,858,279	133,054,905	139,165,294	139,315,744	8%
19	Public Service	49,068,029	47,316,195	48,191,701	50,471,780	52,407,594	53,214,750	57,577,749	52,029,256	6%
23	Academic Support	45,280,025	49,906,432	52,845,452	57,204,583	59,818,983	61,968,783	64,484,850	64,533,318	43%
20	Library	20,814,300	20,878,394	22,471,260	22,866,050	24,139,803	25,320,033	26,357,423	26,564,846	28%
21	Student Services	33,483,114	35,749,087	40,597,148	41,517,946	44,381,614	47,944,525	49,748,598	51,576,063	54%
22	Institutional Support	90,467,652	88,930,254	91,353,187	94,527,863	99,533,947	100,638,685	105,187,040	122,517,090	35%
23	Physical Plant	62,713,180	63,567,095	69,663,266	73,626,803	73,943,495	79,788,207	78,028,862	85,168,976	36%
24	Scholarships/Fellowships	294,625,270	330,513,313	29,479,224	32,740,699	32,630,710	35,123,507	34,422,546	35,433,991	-88%
25	Federal Student Financial Aid	0	0	312,522,291	307,937,134	288,465,659	290,298,904	284,572,355	280,182,279	100%
26	Auxiliary Enterprises (2)	91,616,578	92,340,574	92,031,875	95,364,479	88,373,548	83,664,258	87,290,168	87,859,972	-4%
27	Athletics	57,338,387	58,102,906	64,064,804	62,856,999	62,584,986	67,091,842	69,713,376	71,453,880	25%
28	Other-Incl One-Time	3,045,065	2,641,078	1,659,729	1,843,465	9,583,149	5,349,192	18,323,284	4,461,724	47%
29										
30	<b>Total Bdgt by Function</b>	<b>\$1,171,317,303</b>	<b>\$1,218,578,511</b>	<b>\$1,282,065,063</b>	<b>\$1,312,705,023</b>	<b>\$1,315,858,712</b>	<b>\$1,355,493,278</b>	<b>\$1,381,208,795</b>	<b>\$1,401,170,673</b>	<b>20%</b>

(1) Includes state grants, scholarships, and work study

(2) Auxiliary Enterprises includes University of Idaho's Student Recreation Center

**College & Universities Summary**  
**Summary of Sources and Uses of Ongoing Funds**  
**Fiscal Year 2018**

	A	B	C	D	E	F	G	H
	Operating Budgets							
	Board Approved Budgets			CEO Approved	Estimated Budgets		Total	%
	General Education	Career-Technical Education	Special Programs	Auxiliary Enterprise	Instit Accounts	Grants & Contracts	Operating Budgets	of Total
<b>SOURCES OF FUNDS:</b>								
State Appropriations								
1 General Account	\$285,337,800	\$16,703,356	\$44,986,800	\$0	\$0	\$0	\$347,027,956	24.7%
2 General Acct - One time funds	1,715,400	289,100	339,400	0	0	0	2,343,900	0.2%
3 Endowment Funds	15,840,000	0	0	0	0	0	15,840,000	1.1%
4 Student Fees	256,267,810	0	218,080	0	0	0	256,485,890	18.2%
5 One-time Other Funds	0	0	0	0	0	0	0	0.0%
6 Millennium Funds	0	0	0	0	0	0	0	0.0%
7								
8 Total Appropriations	\$559,161,010	\$16,992,456	\$45,544,280	\$0	\$0	\$0	\$621,697,746	44.2%
9								
10 Other Student Fees	\$0	\$0	\$1,773,800	\$27,215,266	\$82,525,700	\$0	\$111,514,766	7.9%
11 Federal Approp/Grants/Contrac	\$0	\$0	\$0	\$0	\$0	\$110,076,614	110,076,614	7.8%
12 Federal Student Financial Aid	\$0	\$0	\$0	\$0	\$0	\$280,182,279	280,182,279	19.9%
13 State Grants & Contracts	\$0	\$0	\$0	\$0	\$23,271	\$23,902,979 (3)	23,926,250	1.7%
14 Private Gifts, Grts & Contr	\$0	\$0	\$0	\$15,628,254	\$36,212,564	\$10,933,250	62,774,068	4.5%
15 Sales & Serv of Educ Act	\$0	\$0	\$0	\$0	\$27,653,237	\$0	27,653,237	2.0%
16 Sales & Serv of Aux Ent	\$0	\$0	\$0	\$90,233,227	\$10,659,854	\$0	100,893,081	7.2%
17 Indirect Costs	\$0	\$0	\$0	\$0	\$27,158,944	\$0	27,158,944	1.9%
18 Other	\$570,390	\$0	\$124,000	\$11,481,314	\$26,921,785	\$2,693,965	41,791,454	3.0%
19								
20 Total Revenue	\$559,731,400	\$16,992,456	\$47,442,080	\$144,558,061	\$211,155,355	\$427,789,087	\$1,407,668,439	100.0%
<b>21 USES OF FUNDS:</b>								
22 Instruction	\$260,260,312	\$15,993,364	\$12,007,480	\$0	\$72,808,537	\$19,003,841	\$380,073,534	27.0%
23 Research	\$25,024,307	\$0	\$21,116,466	\$0	\$7,617,194	\$90,623,577	144,381,544	10.3%
24 Public Service	\$2,194,973	\$0	\$14,014,434	\$0	\$6,454,046	\$29,365,803	52,029,256	3.7%
25 Academic Support	\$45,905,984	\$571,989	\$0	\$0	\$17,995,345	\$60,000	64,533,318	4.6%
26 Libraries	\$25,579,509	\$0	\$0	\$0	\$984,235	\$1,102	26,564,846	1.9%
27 Student Services	\$34,799,868	\$111,598	\$0	\$0	\$15,138,455	\$1,526,142	51,576,063	3.7%
28 Institutional Support	\$79,934,558	\$26,405	\$0	\$0	\$42,556,127	\$0	122,517,090	8.7%
29 Physical Plant	\$67,047,334	\$0	\$0	\$0	\$18,121,642	\$0	85,168,976	6.1%
30 Scholarships & Fellowships	\$6,025,682	\$0	\$0	\$0	\$24,535,490	\$4,872,819	35,433,991	2.5%
31 Federal Student Financial Aid	\$0	\$0	\$0	\$0	\$0	\$280,182,279	280,182,279	19.9%
32 Auxiliary Enterprises (2)	\$11,400	\$0	\$0	\$87,110,429	\$738,143	\$0	87,859,972	6.2%
33 Athletics (1)	\$12,566,402	\$0	\$0	\$56,635,878	\$2,251,600	\$0	71,453,880	5.1%
34 Other (Incl One-Time Funds)	\$1,715,400	\$289,100	\$303,700	\$0	\$0	\$2,153,524	4,461,724	0.3%
35								
36 Total Uses	\$561,065,729	\$16,992,456	\$47,442,080	\$143,746,307	\$209,200,814	\$427,789,087	\$1,406,236,473	100.0%
37								
38								
39 Incr/(Decr) to Balance	(\$1,334,329)	\$0	\$0	\$811,754	\$1,954,541	\$0	\$1,431,966	
40								
41								
42 Employee FTE	4,666.89	198.20	349.12	593.48	1,043.04	357.43	7,208.16	
43								
44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45 column not the auxiliary enterprise column.								
46 (2) Auxiliary Enterprises includes University of Idaho's Kibbie Dome operations								
47 (3) Includes state grants, scholarships, and work study								



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

		a	b	c	d	e	f	g	h	i	
			2011	2012	2013	2014	2015	2016	2017	2018	i vs b
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:											
1	Approp: General Funds		\$70,506,500	\$68,005,800	\$74,496,000	\$77,703,500	\$83,460,500	\$86,302,700	\$93,744,600	\$96,991,900	38%
2	Approp: Federal Stimulus		1,381,100	-	-	-	-	-	-	-	-100%
3	Approp: Endowment Funds		0	0	0	0	0	0	0	0	0%
4	Approp: Student Fees		61,818,400	70,126,300	76,318,400	82,819,800	90,629,600	93,423,300	95,988,900	102,866,700	66%
5	Institutional Student Fees (2)		24,094,812	27,302,419	31,241,972	37,736,289	37,827,575	33,142,081	38,341,469	61,889,411	157%
6	Federal Grants & Contracts		91,434,574	114,526,277	32,100,129	32,742,131	26,946,770	43,000,000	28,000,000	31,000,000	-66%
7	Federal Student Financial Aid				93,000,000	93,000,000	85,000,000	95,000,000	100,000,000	100,000,000	100%
8	State Grants & Contracts (1)		2,897,135	3,379,468	2,502,674	2,597,409	2,742,190	3,400,000	5,000,000	5,000,000	73%
9	Private Gifts, Grants & Contr		17,621,575	17,222,042	24,613,704	30,515,015	28,501,024	30,138,214	28,740,642	26,335,037	49%
10	Sales & Serv of Educ Act		0	0	0	0	0	0	0	0	0%
11	Sales & Serv of Aux Ent		47,671,784	54,170,604	53,138,693	54,301,532	54,579,692	53,577,283	47,313,670	49,851,373	5%
12	Indirect Cost Recovery		4,491,646	5,395,226	5,430,885	5,539,503	4,349,889	4,317,000	4,000,000	13,600,000	203%
13	Other		8,310,233	15,075,691	20,444,074	26,188,400	23,030,296	26,490,835	28,003,601	29,034,075	249%
14	Total Revenues		\$330,227,759	\$375,203,827	\$413,286,531	\$443,143,579	\$437,067,536	\$468,791,413	\$469,132,882	\$516,568,496	56%
15											
16	Expenditures by Function										
17	Instruction		\$90,631,721	\$92,024,606	\$102,215,854	\$112,366,933	\$116,927,364	\$138,977,056	\$124,501,577	\$134,743,367	49%
18	Research		15,026,939	19,967,082	30,867,286	32,111,329	24,547,890	23,830,164	28,050,519	30,788,167	105%
19	Public Service		12,786,895	12,177,939	13,479,370	13,788,180	15,300,187	15,843,894	18,842,465	15,059,345	18%
23	Academic Support		15,686,466	18,826,838	19,966,959	22,892,201	25,052,930	25,977,315	26,930,138	27,848,358	78%
20	Library		6,997,873	6,902,947	7,291,196	7,287,094	7,556,320	7,909,739	8,072,725	8,202,604	17%
21	Student Services		11,941,830	12,117,207	16,026,556	16,541,328	18,390,266	19,460,886	19,137,485	21,030,085	76%
22	Institutional Support (3)		26,710,970	28,989,836	29,764,591	33,325,817	37,054,222	37,101,030	39,212,664	54,433,048	104%
23	Physical Plant		15,081,111	15,398,849	20,339,348	21,262,303	19,701,035	22,388,588	21,771,220	27,406,606	82%
24	Scholarships/Fellowships		71,650,735	96,328,558	10,846,409	13,164,621	11,728,102	13,438,598	9,671,912	7,954,200	-89%
25	Federal Student Financial Aid				93,000,000	93,000,000	85,000,000	95,000,000	100,000,000	100,000,000	100%
26	Auxiliary Enterprises		33,068,047	38,755,931	36,169,293	41,568,212	39,687,332	35,601,382	39,640,969	43,195,914	31%
27	Athletics		32,806,108	33,540,533	37,883,119	36,051,747	35,842,187	39,067,625	41,841,325	42,826,476	31%
28	Other-Incl One-Time		1,381,100	530,400	0	0	3,114,400	1,273,700	5,361,700	0	-100%
29											
30	Total Bdgt by Function		\$333,769,795	\$375,560,726	\$417,849,981	\$443,359,765	\$439,902,235	\$475,869,977	\$483,034,699	\$513,488,170	54%
31											
32	Incr/(Decr) to Balance		(\$3,542,036)	(\$356,899)	(\$4,563,450)	(\$216,186)	(\$2,834,699)	(\$7,078,564)	(\$13,901,817)	\$3,080,326	

- (1) Includes state grants, scholarships, and work study  
(2) FY18 Includes \$18.2M in Student Fee Rev in Facility Fee Reserve  
(3) FY18 includes \$10.3 M OE in Facility Fee Reserve

**Boise State University**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2018**

	A	B	C	D	E	F	G	H
	Operating Budgets							
	Board Approved Budgets			CEO Approved	Estimated Budgets		Total	%
	General	Career- Technical	Special	Auxiliary	Instit	Grants &	Operating	%
	Education	Education	Programs	Enterprise	Accounts	Contracts	Budgets	of Total
<b>SOURCES OF FUNDS:</b>								
State Appropriations								
1 General Account	\$96,212,300		\$779,600				\$96,991,900	18.8%
2 General Acct - One time funds							0	0.0%
3 Endowment Funds							0	0.0%
4 Student Fees	102,866,700						102,866,700	19.9%
5 One-time Other Funds							0	0.0%
6 Millennium Funds							0	0.0%
7								
8 Total Appropriations	\$199,079,000	\$0	\$779,600	\$0	\$0	\$0	\$199,858,600	38.7%
9								
10 Other Student Fees				\$11,959,546	\$49,929,865		(3) \$61,889,411	12.0%
11 Federal Approp/Grants/Contracts						31,000,000	31,000,000	6.0%
12 Federal Student Financial Aid						100,000,000	100,000,000	19.4%
13 State Grants & Contracts						5,000,000	(2) 5,000,000	1.0%
14 Private Gifts, Grts & Contr				11,774,580	14,560,457		26,335,037	5.1%
15 Sales & Serv of Educ Act							0	0.0%
16 Sales & Serv of Aux Ent				49,851,373			49,851,373	9.7%
17 Indirect Costs					13,600,000		13,600,000	2.6%
18 Other				10,484,883	18,549,192		29,034,075	5.6%
19								
20 Total Revenue	\$199,079,000	\$0	\$779,600	\$84,070,382	\$96,639,514	\$136,000,000	\$516,568,496	100.0%
<b>21 USES OF FUNDS:</b>								
22 Instruction	\$103,683,581				\$25,559,786	\$5,500,000	\$134,743,367	26.2%
23 Research	5,263,258				3,524,909	22,000,000	30,788,167	6.0%
24 Public Service	1,711,247		779,600		4,068,498	8,500,000	15,059,345	2.9%
25 Academic Support	18,762,681				9,085,677		27,848,358	5.4%
26 Libraries	7,940,944				261,660		8,202,604	1.6%
27 Student Services	12,513,131				8,516,954		21,030,085	4.1%
28 Institutional Support	26,806,639				27,626,409		(4) 54,433,048	10.6%
29 Physical Plant	19,345,319				8,061,287		27,406,606	5.3%
30 Scholarships & Fellowships					7,954,200		7,954,200	1.5%
31 Federal Student Financial Aid						100,000,000	100,000,000	19.5%
32 Auxiliary Enterprises				43,195,914			43,195,914	8.4%
33 Athletics (1)	3,052,200			39,774,276			42,826,476	8.3%
34 Other (Incl One-Time Funds)							0	0.0%
35								
36 Total Uses	\$199,079,000	\$0	\$779,600	\$82,970,190	\$94,659,380	\$136,000,000	\$513,488,170	100.0%
37								
38								
39 Incr/(Decr) to Balance	\$0	\$0	\$0	\$1,100,192	\$1,980,134	\$0	\$3,080,326	
40								
41								
42 Employee FTE	1,644.52		3.85	352.39	426.43	176.00	2,603.19	
43								
44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45 column not the auxiliary enterprise column.								
46 (2) Includes state grants, scholarships, and work study								
47 (3) FY18 Institutional Accounts includes \$18.2M in Student Fee Revenue in Facility Fee Reserve								
48 (4) FY18 Institutional Accounts includes \$10.3 M in OE in Facility Fee Reserve								

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

a		b	c	d	e	f	g	h	i	i vs b
		2011	2012	2013	2014	2015	2016	2017	2018	
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
<b>Revenues by Source:</b>										
1	Approp: General Funds	\$70,977,925	\$68,913,825	\$74,049,598	\$76,984,198	\$80,576,998	\$83,420,416	\$89,882,035	\$92,730,600	31%
2	Approp: Federal Stimulus	1,173,500	-	-	-					-100%
3	Approp: Endowment Funds	2,121,500	2,121,500	2,125,600	2,227,800	2,599,200	3,004,200	3,609,600	3,609,600	70%
4	Approp: Student Fees	46,318,776	53,342,096	56,204,528	58,471,100	62,791,260	65,869,140	65,757,908	63,788,380	38%
5	Institutional Student Fees	21,224,439	22,400,287	24,954,791	25,705,455	26,349,054	28,278,309	27,171,452	24,443,860	15%
6	Federal Grants & Contracts	120,640,296	121,810,845	18,717,019	18,104,976	19,199,454	16,937,084	13,594,412	13,411,450	-89%
7	Federal Student Financial Aid			99,897,691	105,763,134	99,790,102	95,468,347	92,887,734	92,794,149	100%
8	State Grants & Contracts (1)	8,638,938	10,321,739	11,786,781	11,804,673	13,261,587	10,275,456	10,226,496	8,537,371	-1%
9	Private Gifts, Grants & Contr	13,038,361	16,558,590	18,948,455	14,777,870	12,872,988	12,100,469	10,349,541	9,289,083	-29%
10	Sales & Serv of Educ Act	5,124,285	5,427,392	5,478,282	5,872,971	6,110,464	6,142,639	6,701,628	6,616,070	29%
11	Sales & Serv of Aux Ent	20,904,227	21,275,772	23,003,482	23,489,102	23,656,934	22,634,104	24,002,566	22,207,962	6%
12	Indirect Cost Recovery	5,648,956	5,811,957	4,921,127	3,854,651	3,378,106	3,659,490	3,530,636	3,188,944	-44%
13	Other	4,546,790	4,772,178	4,460,138	4,523,306	4,592,684	3,408,407	4,591,021	3,756,058	-17%
14	<b>Total Revenues</b>	<b>\$320,357,993</b>	<b>\$332,756,181</b>	<b>\$344,547,492</b>	<b>\$351,579,236</b>	<b>\$355,178,831</b>	<b>\$351,198,061</b>	<b>\$352,305,029</b>	<b>\$344,373,527</b>	<b>7%</b>
15										
16	<b>Expenditures by Function</b>									
17	Instruction	\$89,060,654	\$92,732,030	\$99,085,733	\$100,888,469	\$105,478,597	\$107,558,260	\$110,073,277	\$112,154,230	26%
18	Research	34,018,929	36,568,011	36,293,273	31,882,624	31,660,093	27,832,775	26,007,479	22,675,344	-33%
19	Public Service	3,180,603	5,166,057	4,931,209	6,012,450	6,461,619	6,351,800	5,688,177	3,390,942	7%
23	Academic Support	12,764,214	13,196,267	14,610,603	14,877,138	14,712,979	15,340,116	17,078,316	16,513,940	29%
20	Library	4,924,218	4,923,422	5,310,128	5,317,235	5,712,097	6,050,201	6,311,636	6,257,014	27%
21	Student Services	7,563,755	7,592,089	8,273,681	8,296,818	8,996,565	9,188,667	10,276,493	9,704,845	28%
22	Institutional Support	22,035,515	22,336,175	23,672,120	25,099,214	25,579,656	25,852,593	26,296,651	24,157,987	10%
23	Physical Plant	16,804,498	17,545,953	19,067,230	20,038,512	20,818,034	22,219,131	21,204,858	21,707,069	29%
24	Scholarships/Fellowships	103,552,073	105,199,169	4,422,581	4,524,535	5,814,688	5,608,873	7,181,345	6,847,864	-93%
25	Federal Student Financial Aid			99,897,691	105,763,134	99,790,102	95,468,347	92,887,734	92,794,149	100%
26	Auxiliary Enterprises	16,971,281	17,382,243	18,438,882	19,075,067	18,860,333	18,578,048	17,950,685	18,130,504	7%
27	Athletics	8,045,694	8,182,213	8,743,625	8,766,400	8,832,502	9,516,645	9,820,708	9,924,602	23%
28	Other-Incl One-Time	1,425,765	2,110,678	1,594,729	1,832,465	2,766,239	1,974,092	6,914,284	2,900,224	103%
29										
30	<b>Total Bdgt by Function</b>	<b>\$320,347,200</b>	<b>\$332,934,307</b>	<b>\$344,341,485</b>	<b>\$352,374,061</b>	<b>\$355,483,504</b>	<b>\$351,539,548</b>	<b>\$357,691,643</b>	<b>\$347,158,714</b>	<b>8%</b>
31										
32	<b>Incr/(Decr) to Balance</b>	<b>\$10,794</b>	<b>(\$178,126)</b>	<b>\$206,007</b>	<b>(\$794,825)</b>	<b>(\$304,673)</b>	<b>(\$341,487)</b>	<b>(\$5,386,614)</b>	<b>(\$2,785,187)</b>	

(1) Includes state grants, scholarships, and work study

**Idaho State University**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2018**

	A	B	C	D	E	F	G	H
	Board Approved Budgets			CEO Approved	Estimated Budgets		Total	%
	General Education	Career-Technical Education	Special Programs	Auxiliary Enterprise	Instit Accounts	Grants & Contracts	Operating Budgets	of Total
<b>SOURCES OF FUNDS:</b>								
State Appropriations								
1 General Account	\$76,411,300	\$11,996,300	\$3,540,600				\$91,948,200	26.7%
2 General Acct - One time funds	639,000	107,700	35,700				782,400	0.2%
3 Endowment Funds	3,609,600						3,609,600	1.0%
4 Student Fees	63,570,300		218,080				63,788,380	18.5%
5 One-time Other Funds							0	0.0%
6 Millennium Funds							0	0.0%
7								
8 Total Appropriations	\$144,230,200	\$12,104,000	\$3,794,380	\$0	\$0	\$0	\$160,128,580	46.5%
9								
10 Other Student Fees				\$7,817,150	\$16,626,710		\$24,443,860	7.1%
11 Federal Approp/Grants/Contracts						13,411,450	13,411,450	3.9%
12 Federal Student Financial Aid						92,794,149	92,794,149	26.9%
13 State Grants & Contracts					10,964	8,526,407 (2)	8,537,371	2.5%
14 Private Gifts, Grts & Contr				636,174	2,285,506	6,367,403	9,289,083	2.7%
15 Sales & Serv of Educ Act					6,616,070		6,616,070	1.9%
16 Sales & Serv of Aux Ent				13,566,038	8,641,924		22,207,962	6.4%
17 Indirect Costs					3,188,944		3,188,944	0.9%
18 Other				676,500	385,593	2,693,965	3,756,058	1.1%
19								
20 Total Revenue (3)	\$144,230,200	\$12,104,000	\$3,794,380	\$22,695,862	\$37,755,711	\$123,793,374	\$344,373,527	100.0%
<b>21 USES OF FUNDS:</b>								
22 Instruction	\$68,008,299	\$11,996,300	\$3,168,980		\$19,344,984	\$9,635,667	\$112,154,230	32.3%
23 Research	5,318,179				2,111,777	15,245,388	22,675,344	6.5%
24 Public Service	0		625,400		265,374	2,500,168	3,390,942	1.0%
25 Academic Support	12,246,333				4,207,607	60,000	16,513,940	4.8%
26 Libraries	6,061,271				194,641	1,102	6,257,014	1.8%
27 Student Services	7,930,086				1,552,019	222,740	9,704,845	2.8%
28 Institutional Support	15,735,521				8,422,466		24,157,987	7.0%
29 Physical Plant	20,232,802				1,474,267		21,707,069	6.3%
30 Scholarships & Fellowships	5,449,738				217,490	1,180,636	6,847,864	2.0%
31 Federal Student Financial Aid						92,794,149	92,794,149	26.7%
32 Auxiliary Enterprises				18,130,504			18,130,504	5.2%
33 Athletics (1)	3,943,300			5,981,302			9,924,602	2.9%
34 Other (Incl One-Time Funds)	639,000	107,700				2,153,524	2,900,224	0.8%
35								
36 Total Uses (3)	\$145,564,529	\$12,104,000	\$3,794,380	\$24,111,806	\$37,790,625	\$123,793,374	\$347,158,714	100.0%
37								
38								
39 Incr/(Decr) to Balance	(\$1,334,329)	\$0	\$0	(\$1,415,944)	(\$34,914)	\$0	(\$2,785,187)	
40								
41								
42 Employee FTE	1,215.78	140.03	18.25	108.31	218.94	111.08	1,812.39	
43								
44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45 column not the auxiliary enterprise column.								
46 (2) Includes state grants, scholarships, and work study								
47 (3) Adjustments to revenue and expense may be necessary due to enrollment fluctuations.								

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

		a	b	c	d	e	f	g	h	i	
			2011	2012	2013	2014	2015	2016	2017	2018	i vs b
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:											
1	Approp: General Funds		\$102,473,100	\$99,891,100	\$104,793,100	\$107,524,800	\$116,199,600	\$119,755,200	\$129,331,000	\$132,401,400	29%
2	Approp: Federal Stimulus		1,513,100	-	-	-					-100%
3	Approp: Endowment Funds		6,164,400	6,164,400	6,466,800	7,166,400	8,356,800	9,171,600	10,099,200	10,099,200	64%
4	Approp: Student Fees		58,422,800	67,004,730	71,428,200	72,756,100	73,465,100	72,543,525	73,783,952	73,799,310	26%
5	Institutional Student Fees		16,514,700	16,569,000	17,926,600	18,098,760	16,661,630	20,077,664	21,491,150	22,217,495	35%
6	Federal Grants & Contracts		152,535,500	155,156,700	61,180,500	64,299,600	66,067,442	65,508,537	67,496,665	64,657,375	-58%
7	Federal Student Financial Aid				93,624,600	85,174,000	80,675,557	78,830,557	73,384,621	69,288,130	100%
8	State Grants & Contracts (1)		5,255,200	4,881,800	5,163,300	5,280,786	5,443,937	6,492,472	6,489,461	8,711,156	66%
9	Private Gifts, Grants & Contr		19,914,200	18,139,900	18,558,400	20,183,759	20,490,814	21,698,173	22,508,314	24,985,460	25%
10	Sales & Serv of Educ Act		30,459,500	24,017,600	17,266,500	17,907,044	19,619,590	19,365,019	18,573,745	19,837,167	-35%
11	Sales & Serv of Aux Ent		39,162,600	36,091,700	37,530,400	33,781,163	27,843,422	27,419,639	27,640,766	25,508,296	-35%
12	Indirect Cost Recovery		10,340,000	11,340,000	11,340,000	10,023,000	10,023,000	10,023,000	10,100,000	10,100,000	-2%
13	Other		10,594,200	6,298,070	6,392,800	7,175,488	7,361,462	7,931,115	9,114,521	8,786,271	-17%
14	Total Revenues		\$453,349,300	\$445,555,000	\$451,671,200	\$449,370,900	\$452,208,354	\$458,816,502	\$470,013,394	\$470,391,260	4%
15											
16	Expenditures by Function										
17	Instruction		\$94,092,371	\$96,773,742	\$96,847,048	\$99,242,944	\$102,807,496	\$103,620,808	\$108,981,380	\$109,053,579	16%
18	Research		79,459,661	70,333,066	71,178,677	74,496,556	77,436,409	81,083,004	84,768,367	85,350,759	7%
19	Public Service		31,565,877	28,069,242	27,683,100	28,848,035	29,603,447	30,345,034	31,725,567	32,770,828	4%
23	Academic Support		14,363,064	15,326,781	15,547,604	16,791,965	16,897,039	17,544,543	16,999,876	16,518,950	15%
20	Library		7,840,734	8,001,488	8,795,223	9,092,324	9,633,254	10,047,322	10,607,077	10,730,412	37%
21	Student Services		10,384,949	12,332,858	12,525,006	12,334,623	12,749,338	14,814,225	15,465,311	15,066,400	45%
22	Institutional Support		36,998,463	32,786,254	33,010,401	31,168,096	32,037,276	32,169,802	34,101,703	38,302,854	4%
23	Physical Plant		27,845,934	27,737,523	27,195,047	29,267,914	30,185,307	31,388,261	31,411,092	32,321,846	16%
24	Scholarships/Fellowships		95,965,062	105,082,386	13,965,734	14,748,643	14,668,320	15,672,736	17,024,989	20,030,421	-79%
25	Federal Student Financial Aid				93,624,600	85,174,000	80,675,557	78,830,557	73,384,621	69,288,130	100%
26	Auxiliary Enterprises		38,768,100	33,383,000	34,436,000	31,423,000	26,421,283	25,908,228	26,293,544	23,407,740	-40%
27	Athletics		14,181,585	14,077,060	15,057,460	15,472,700	15,202,829	15,606,072	15,005,500	15,618,100	10%
28	Other-Incl One-Time		0	0	0	0	3,420,800	1,194,700	4,214,500	1,038,700	100%
29											
30	Total Bdgt by Function		\$451,465,800	\$443,903,400	\$449,865,900	\$448,060,800	\$451,738,356	\$458,225,292	\$469,983,527	\$469,498,719	4%
31											
32	Incr/(Decr) to Balance		\$1,883,500	\$1,651,600	\$1,805,300	\$1,310,100	\$469,998	\$591,210	\$29,867	\$892,541	

(1) Includes state grants, scholarships, and work study

**University of Idaho**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2018**

	A	B	C	D	E	F	G	H
	Operating Budgets							
	Board Approved Budgets			CEO Approved	Estimated Budgets		Total	%
	General	Career- Technical	Special	Auxiliary	Instit	Grants &	Operating	%
	Education	Education	Programs	Enterprise	Accounts	Contracts	Budgets	of Total
<b>SOURCES OF FUNDS:</b>								
State Appropriations								
1 General Account	\$90,696,100		\$40,666,600				131,362,700	27.9%
2 General Acct - One time funds	735,000		303,700				1,038,700	0.2%
3 Endowment Funds	10,099,200						10,099,200	2.1%
4 Student Fees	73,799,310						73,799,310	15.7%
5 One-time Other Funds							0	0.0%
6 Millennium Funds	0						0	0.0%
7								
8 Total Appropriations	175,329,610		40,970,300	0	0	0	216,299,910	46.0%
9								
10 Other Student Fees			1,773,800	6,072,870	14,370,825		22,217,495	4.7%
11 Federal Approp/Grants/Contracts						64,657,375	64,657,375	13.7%
12 Federal Student Financial Aid						69,288,130	69,288,130	14.7%
13 State Grants & Contracts					12,307	8,698,849 (2)	8,711,156	1.9%
14 Private Gifts, Grts & Contr				3,217,500	17,516,601	4,251,359	24,985,460	5.3%
15 Sales & Serv of Educ Act					19,837,167		19,837,167	4.2%
16 Sales & Serv of Aux Ent				24,157,016	1,351,280		25,508,296	5.4%
17 Indirect Costs					10,100,000		10,100,000	2.1%
18 Other	570,390		124,000	319,931	7,771,950		8,786,271	1.9%
19								
20 Total Revenue	175,900,000		42,868,100	33,767,317	70,960,130	146,895,713	470,391,260	100.0%
<b>21 USES OF FUNDS:</b>								
22 Instruction	72,034,153		8,838,500		25,882,352	2,298,574	109,053,579	23.2%
23 Research	9,216,196		21,116,466		1,980,508	53,037,589	85,350,759	18.2%
24 Public Service	181,626		12,609,434		1,918,433	18,061,335	32,770,828	7.0%
25 Academic Support	12,061,513				4,457,437		16,518,950	3.5%
26 Libraries	10,208,012				522,400		10,730,412	2.3%
27 Student Services	9,954,196				4,594,302	517,902	15,066,400	3.2%
28 Institutional Support	32,345,602				5,957,252		38,302,854	8.2%
29 Physical Plant	24,235,758				8,086,088		32,321,846	6.9%
30 Scholarships & Fellowships	575,944				15,762,294	3,692,183	20,030,421	4.3%
31 Federal Student Financial Aid	0					69,288,130	69,288,130	14.8%
32 Auxiliary Enterprises	0			22,669,597	738,143		23,407,740	5.0%
33 Athletics (1)	4,352,000			10,214,500	1,051,600		15,618,100	3.3%
34 Other-Incl One-Time	735,000		303,700				1,038,700	0.2%
35								
36 Total Uses	175,900,000		42,868,100	32,884,097	70,950,809	146,895,713	469,498,719	100.0%
37								
38								
39 Incr/(Decr) to Balance	0		0	883,220	9,321	0	892,541	
40								
41								
42 Employee FTE	1,445.34	0.00	327.02	116.91	376.58	41.14	2,306.99	
43								
44 (1) The General Education program supports intercollegiate athletics, which is an auxiliary enterprise. General Education support for athletics								
45 is reported in the General Education column, not the auxiliary enterprise column.								
46 (2) Includes state grants, scholarships, and work study								
47								

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

		a	b	c	d	e	f	g	h	i	
			2011	2012	2013	2014	2015	2016	2017	2018	i vs b
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:											
1	Approp: General Funds		\$15,662,278	\$15,105,778	\$16,580,897	\$17,240,097	\$18,288,817	\$19,946,156	\$22,026,956	\$22,182,156	42%
2	Approp: Federal Stimulus		238,200	-	-	-					-100%
3	Approp: Endowment Funds		1,330,700	1,330,700	1,335,000	1,335,000	1,572,000	1,804,200	2,131,200	2,131,200	60%
4	Approp: Student Fees		10,782,400	11,742,400	12,287,000	13,193,000	14,366,100	15,266,900	15,500,000	16,031,500	49%
5	Institutional Student Fees		5,140,600	5,377,700	5,012,100	4,814,570	4,155,600	3,802,100	2,999,000	2,964,000	-42%
6	Federal Grants & Contracts		24,400,000	24,200,000	500,000	400,000	500,000	600,000	1,171,600	1,007,789	-96%
7	Federal Student Financial Aid				26,000,000	24,000,000	23,000,000	21,000,000	18,300,000	18,100,000	100%
8	State Grants & Contracts (1)		3,000,000	3,000,000	2,700,000	2,000,000	1,400,000	1,400,000	1,200,000	1,677,723	-44%
9	Private Gifts, Grants & Contr		1,800,000	2,000,000	2,000,000	1,800,000	1,700,000	2,000,000	1,980,000	2,164,488	20%
10	Sales & Serv of Educ Act		1,200,000	1,300,000	1,300,000	1,000,000	1,000,000	900,000	1,200,000	1,200,000	0%
11	Sales & Serv of Aux Ent		2,335,972	2,393,100	2,535,000	3,112,850	2,722,250	2,958,900	3,347,300	3,325,450	42%
12	Indirect Cost Recovery		100,000	100,000	100,000	100,000	60,000	150,000	293,000	270,000	170%
13	Other		700,000	628,400	600,000	500,000	300,000	241,000	377,700	215,050	-69%
14	Total Revenues		\$66,690,150	\$67,178,078	\$70,949,997	\$69,495,517	\$69,064,767	\$70,069,256	\$70,526,756	\$71,269,356	7%
15											
16	Expenditures by Function										
17	Instruction		\$20,406,330	\$20,042,376	\$20,498,813	\$20,580,086	\$20,923,487	\$21,879,563	\$22,781,017	\$24,122,358	18%
18	Research		169,097	192,270	198,442	178,281	213,887	308,962	338,929	501,474	197%
19	Public Service		1,534,654	1,902,957	2,098,022	1,823,115	1,042,341	674,022	1,321,540	808,141	-47%
23	Academic Support		2,466,281	2,556,546	2,720,286	2,643,279	3,156,035	3,106,809	3,476,520	3,652,070	48%
20	Library		1,051,475	1,050,537	1,074,713	1,169,397	1,238,132	1,312,771	1,365,985	1,374,816	31%
21	Student Services		3,592,580	3,706,933	3,771,905	4,345,177	4,245,445	4,480,747	4,869,309	5,774,733	61%
22	Institutional Support		4,722,704	4,817,989	4,906,075	4,934,736	4,862,793	5,515,260	5,576,022	5,623,201	19%
23	Physical Plant		2,981,637	2,884,770	3,061,641	3,058,074	3,239,119	3,792,227	3,641,692	3,733,455	25%
24	Scholarships/Fellowships		23,457,400	23,903,200	244,500	302,900	419,600	403,300	544,300	601,506	-97%
25	Federal Student Financial Aid				26,000,000	24,000,000	23,000,000	21,000,000	18,300,000	18,100,000	100%
26	Auxiliary Enterprises		2,809,150	2,819,400	2,987,700	3,298,200	3,404,600	3,576,600	3,404,970	3,125,814	11%
27	Athletics		2,305,000	2,303,100	2,380,600	2,566,152	2,707,468	2,901,500	3,045,843	3,084,702	34%
28	Other-Incl One-Time		238,200	0	65,000	11,000	281,710	906,700	1,832,800	522,800	119%
29					0	0	0	0	0	0	
30	Total Bdgt by Function		\$65,734,508	\$66,180,078	\$70,007,697	\$68,910,397	\$68,734,617	\$69,858,461	\$70,498,926	\$71,025,070	8%
31											
32	Incr/(Decr) to Balance		\$955,642	\$998,000	\$942,300	\$585,120	\$330,150	\$210,795	\$27,830	\$244,286	

(1) Includes state grants, scholarships, and work study



**Lewis-Clark State College**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2018**

	A	B	C	D	E	F	G	H
	Operating Budgets							
	Board Approved Budgets			CEO Approved	Estimated Budgets		Total	%
	General Education	Career-Technical Education	Special Programs	Auxiliary Enterprise	Instit Accounts	Grants & Contracts	Operating Budgets	of Total
<b>SOURCES OF FUNDS:</b>								
State Appropriations								
1 General Account	\$16,952,300	\$4,707,056					\$21,659,356	30.4%
2 General Acct - One time funds	341,400	181,400					522,800	0.7%
3 Endowment Funds	2,131,200						2,131,200	3.0%
4 Student Fees	16,031,500						16,031,500	22.5%
5 One-time Other Funds							0	0.0%
6 Millennium Funds							0	0.0%
7								
8 Total Appropriations	\$35,456,400	\$4,888,456	\$0	\$0	\$0	\$0	\$40,344,856	56.6%
9								
10 Other Student Fees				\$1,365,700	\$1,598,300		2,964,000	4.2%
11 Federal Approp/Grants/Contracts						\$1,007,789	1,007,789	1.4%
12 Federal Student Financial Aid						18,100,000 (3)	18,100,000	25.4%
13 State Grants & Contracts						1,677,723 (2)	1,677,723	2.4%
14 Private Gifts, Grts & Contr					1,850,000	314,488	2,164,488	3.0%
15 Sales & Serv of Educ Act					1,200,000		1,200,000	1.7%
16 Sales & Serv of Aux Ent				2,658,800	666,650		3,325,450	4.7%
17 Indirect Costs					270,000		270,000	0.4%
18 Other					215,050		215,050	0.3%
19								
20 Total Revenue	\$35,456,400	\$4,888,456	\$0	\$4,024,500	\$5,800,000	\$21,100,000	\$71,269,356	100.0%
<b>21 USES OF FUNDS:</b>								
22 Instruction	\$16,534,279	\$3,997,064			\$2,021,415	\$1,569,600	\$24,122,358	34.0%
23 Research	160,874					340,600	501,474	0.7%
24 Public Service	302,100				201,741	304,300	808,141	1.1%
25 Academic Support	2,835,457	571,989			244,624		3,652,070	5.1%
26 Libraries	1,369,282				5,534		1,374,816	1.9%
27 Student Services	4,402,455	111,598			475,180	785,500	5,774,733	8.1%
28 Institutional Support	5,046,796	26,405			550,000		5,623,201	7.9%
29 Physical Plant	3,233,455				500,000		3,733,455	5.3%
30 Scholarships & Fellowships					601,506		601,506	0.8%
31 Federal Student Financial Aid						18,100,000 (3)	18,100,000	25.5%
32 Auxiliary Enterprises	11,400			3,114,414			3,125,814	4.4%
33 Athletics (1)	1,218,902			665,800	1,200,000		3,084,702	4.3%
34 Other-Incl One-Time	341,400	181,400				(1)	522,800	0.7%
35								
36 Total Uses	\$35,456,400	\$4,888,456	\$0	\$3,780,214	\$5,800,000	\$21,100,000	\$71,025,070	100.0%
37								
38								
39 Incr/(Decr) to Balance	\$0	\$0	\$0	\$244,286	\$0	\$0	\$244,286	
40								
41								
42 Employee FTE	361.25	58.17		15.87	21.09	29.21	485.59	
43								
44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45 column not the auxiliary enterprise column.								
46 (2) Includes state grants, scholarships, and work study								
47 (3) Includes Pell Grants and Direct Student Loan Funds								



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Approval of Facilities Use Agreement between Idaho State University (ISU) and the Idaho College of Osteopathic Medicine (ICOM) for use of ISU Facilities.

**REFERENCE**

February 2016	Idaho State Board of Education (Board) approved a Collaborative Affiliation Agreement between ISU and ICOM
August 2016	Board approved execution of a Ground Lease for ICOM to build its medical education building on the ISU Meridian campus
February 2017	Board approved amendment of ISU's six-year capital projects plan and authorized the university to begin engineering and cost-estimating for expansion of the A/P Lab Building Addition on the ISU Meridian campus
August 2017	Board approved a License Agreement between ISU and ICOM for ICOM's use of Anatomy and Physiology Lab space

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I. 5.b.

**BACKGROUND/DISCUSSION**

ICOM is working toward provisional accreditation, and the accrediting body—the Commission on Osteopathic College Accreditation (COCA)—requires a contingency plan in the event the ICOM building is not substantially complete and ready for classes in August 2018. ISU has agreed to provide ISU facility space, on a temporary basis, for use by ICOM's students in the event the ICOM facility's completion is delayed. The attached contingency plan meets COCA's requirements and details the specific rooms, days/times, and hourly rental rates for ISU facilities that could be used by ICOM in the event of such a contingency.

**IMPACT**

Under the proposed Facilities Use Agreement, there would be no negative financial impact to ISU for ICOM's use of ISU spaces, and there would be minimal impact on ISU's scheduling of classes. The agreement will allow ICOM and ISU to separately negotiate through the issuance of schedules on a program by program basis for space should the building not be ready for classes by August, 2018.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 19, 2017**

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**ATTACHMENTS**

Attachment 1 – Facility Use Agreement

Page 3

Attachment 2 – Floor Plans Outlining the Temporary Space

Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

At the time of writing, construction of the ICOM facility is reported to be at least a month ahead of schedule, and it is unlikely that the proposed Facilities Use Agreement for the sharing of ISU's facilities would be invoked for an extended period of time, or that it would have a negative impact on ISU's execution of its mission and support of ISU students. The agreement establishes rental rates for any ICOM use of ISU facilities.

The proposed agreement deals only with contingency plans in the event that occupancy of the ICOM facility were to be delayed, and is not connected to the contingency planning related to the possible delay of ISU's Anatomy & Physiology (A/P) Lab due to expansion in the scope of the A/P Lab project, which is being addressed in a separate Business Affairs and Human Resources agenda item.

Staff recommends approval.

**BOARD ACTION**

I move to authorize Idaho State University to enter into the Facility Use Agreement with the Idaho College of Osteopathic Medicine as presented in Attachments 1 and 2.

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

## FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is made and entered into on October \_\_\_\_, 2017 (“Effective Date”) by and between Idaho College of Osteopathic Medicine, LLC, with a place of business at 1311 E. Central Dr., Meridian, ID 83642 (“Company”) and Idaho State University, a public institution of higher learning with offices located at 921 S. 8<sup>th</sup> Ave., Stop 8130, Pocatello, ID 83209-8130 (“Provider”). The Company and Provider are collectively referred to as the “Parties” and, at times throughout this Agreement, individually as the “Party.”

### RECITALS

WHEREAS, Provider provides facilities for classroom education, workshops, seminars, and other programs for medical training with human anatomical tissue specimens at its educational training facility, the Health Science Center, located at 1311 E. Central Dr., Meridian, ID 83642 (“Facility”); and

WHEREAS, Company is an osteopathic medical school and may require use of portions of the Facility to conduct classroom education and medical training programs as mutually agreed to by the Parties and set forth on individual Schedule(s) to be agreed upon by the Parties and attached to this Agreement (each, a “Program”) for the time period as set forth in the applicable Schedule (each, a “Use Period”), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

#### 1. FACILITY USE; PROVIDER SERVICES.

(a) As a “master” form of contract, this Agreement allows the Company to contract with Provider for multiple Programs through the issuance of Schedules as described in Section 1(b) below, without having to re-negotiate the basic terms and conditions contained in this Agreement.

(b) The Parties will separately negotiate and set forth the specific details of each Program under this Agreement in writing on terms and in a form acceptable to and signed by an authorized representative of each Party (a “Schedule”). Each Schedule will include, as appropriate, the description of Program, the services that Provider will be providing, dates and duration of the Program, budget and payment schedule. Each Schedule shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Schedule. To the extent that any terms or provisions of a Schedule conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable Schedule expressly and specifically states that the Schedule supersedes the Agreement on a specific matter. All Schedules, once signed by an authorized representative of each Party, together with any exhibits, will be incorporated and made part of this Agreement by reference.

(c) Company shall have non-exclusive access to the Facility, and exclusive use of specific portions/rooms of the Facility in accordance with the terms and conditions of the applicable Schedule, for the duration of the Use Period, which shall include reasonable time for setup and breakdown before and after the Program. Company shall not use the Facility for any purposes other than to setup, conduct and breakdown the Program. Company shall have access to the designated Program area(s), restrooms and associated common areas, provided that, so long as Company’s intended use is not materially impacted (except in the case of emergency), any common areas designated as off-limits by Provider shall not be open to or accessed by Company, its students, representatives, guests, and invitees.

(d) The Facility made available to Company for the Program, and the services provided by Provider in connection with the Program as set forth in this Agreement do not exceed that which is reasonably necessary to accomplish the commercially reasonable business purposes of this Agreement.

(e) The Parties agree that all individuals brought to Provider's Facility by Company must comply with all of Provider's applicable policies, procedures, directives, and instructions. Failure to do so may result in Provider's requirement that such individual be removed from the Facility. The Parties agree to abide by applicable export control laws and regulations.

2. EQUIPMENT AND SUPPLIES. In accordance with the terms and conditions set forth in the applicable Schedule or as otherwise agreed in writing by the Parties.
3. PROVISION OF HUMAN SPECIMENS. Except as otherwise agreed in writing between the Parties, the Provider shall be responsible for providing and disposing of human anatomic specimens ("Specimens")
4. FEES. The fees for the use of the Facility ("Fees") are set forth in each applicable Schedule, which is inclusive of institutional overhead and related expenses. The Fees mutually agreed upon for any particular Schedule shall only change if Provider performs different and/or additional services from those set forth in the applicable Schedule pursuant to Company's written request, and/or as mutually agreed upon by the Parties in writing.
5. VALUABLES. Except to the extent caused by the negligence or willful misconduct of Provider, its employees, agents or contractors, Company acknowledges that Provider will not be responsible for the loss, damage or destruction of any valuables brought onto the Facility.
6. DAMAGE TO FACILITY. Company agrees to promptly reimburse Provider for the repair costs or replacement value of any and all damage caused by Company, its representatives, guests, and invitees to Facility and any Provider owned equipment and material contained therein, including but not limited to surgical and diagnostic equipment, demonstration equipment, audiovisual equipment, electronic and digital equipment, and equipment used for simulation, virtual, and/or hands-on training.

(a) Provider represents and warrants that: (i) it has full right and authority to enter into and be bound by all of the terms and conditions of this Agreement, and has the necessary resources, licenses, permits and qualifications to perform its obligations hereunder; (ii) it shall comply with all applicable laws and regulations governing the use of the Facility and the conduct of the Program.

(b) Company represents and warrants that: (i) it has full right and authority to enter into and be bound by all of the terms and conditions of this Agreement; and (ii) it shall comply with all applicable laws and regulations governing the conduct of the Program.

8. INDEMNIFICATION.

(a) Company shall indemnify, defend and hold harmless Provider and the State of Idaho, its directors, officers, employees, agents, contractors, affiliates, successors and assigns (collectively, "Indemnitees"), from and against any and all liability, loss, claim, damage, injury or expenses (including reasonable attorneys' fees) (each, a "Claim") claimed from or against the Indemnitees and arising out of damage to or loss of any property or the death of or bodily injury to any person arising from the negligence or willful misconduct or omission of the Company, even in the event of the joint negligence by the Indemnitees, but only to the extent of the Company's actual, proportionate negligence.

(b) The Company shall select counsel of its choice and control the defense and settlement of any such Claim. The Indemnitees may participate and retain separate counsel at its own expense. Neither Party shall settle any Claim that imposes any liability or obligation on the other Party without that Party's prior written consent. The terms of this provision shall survive termination or expiration of this Agreement.

9. INSURANCE. Company represents and warrants that it has insurance in place and will maintain it in effect throughout the term of this Agreement. Company shall provide Provider with a Certificate of Insurance naming the State of Idaho and Idaho State University as additional insureds. The required insurance coverage is:

1. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
2. Workers' Compensation with all statutorily required coverages

10. TERM; TERMINATION.

(a) The term of this Agreement shall commence on the Effective Date and shall terminate on August 1, 2019, unless earlier terminated pursuant to this Section 10.

(b) Company may terminate this Agreement (thereby canceling any pending Program) for any reason or no reason upon thirty (30) days prior written notice to Provider. Upon such termination, Company shall pay (i) any then outstanding unpaid fees and (ii) any documented and reasonable unrecouped out-of-pocket costs incurred by Provider in connection with cancelled pending Program(s).

(c) Either Party may terminate this Agreement without further liability upon a material breach of this Agreement by the other Party by providing written notice of such breach to the other Party, which breach is not cured within thirty (30) days after notification of such breach. Upon termination by Company as a result of a material breach by Provider, Provider shall return any pre-paid amounts to Company.

11. PUBLICITY. Except as may be otherwise set forth herein, neither Party shall make use of the name, trademark, and/or logo of the other party for any purpose without the prior written consent of the other Party.

12. FORCE MAJEURE. Neither Party shall be liable for damages of any kind due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond its control. Such circumstances shall include, but shall not be limited to, acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of the government, disruption of telecommunications transmissions or utilities, accident, fire, water damages, flood, earthquake or other natural catastrophe.

13. NOTICES. Whenever notices are required or permitted under this Agreement, they shall be given by personal delivery, or registered or certified mail, return receipt requested, and postage prepaid, or sent by federal overnight courier to addresses set forth below, unless otherwise specified from time to time. Service of any such notice shall be deemed complete as of the day of actual delivery as shown by the addressee's registry or certification receipt or the expiration of the third day after the date of mailing, whichever occurs first.

Idaho College of Osteopathic Medicine  
Attn: Robert Hasty, Dean and CAO  
1311 E. Central Dr.  
Meridian, ID 83642

Idaho State University  
Attn: Executive Vice President and Provost  
921 S. 8<sup>th</sup> Ave., Stop 8130  
Pocatello, ID 83209-8130

14. CONFIDENTIALITY. Each Party receiving information (the "Recipient Party") agrees that any confidential or proprietary material or information regarding the intellectual property, technology developments, business or affairs of the other (the "Disclosing Party") disclosed to Recipient Party or obtained by Recipient Party from the Disclosing Party which the Disclosing Party clearly identifies as confidential at the time of disclosure, or which a reasonable person would deem confidential ("Confidential Information"), will not be disclosed by the Recipient Party to any other person or used by Recipient Party for its own benefit or gain or in any other manner except as may be expressly authorized by the Disclosing Party.

The Parties agree that the Recipient Party's obligations with respect to handling, disclosing, reproducing, and using Disclosing Party's Confidential Information are not applicable to any portion(s) of the Confidential Information which:

- (a) is in the public domain prior to receipt by the Recipient Party or subsequent to the date of receipt without breach of this Agreement by the Recipient Party, or
- (b) is known, as evidenced by documentation, to the Recipient Party prior to disclosure by the Disclosing Party, or
- (c) is disclosed with the prior written approval of the Disclosing Party, or
- (d) is disclosed without restriction to the Recipient Party by a third party having a bona fide right to disclose same to the Recipient Party and without breach of this Agreement by the Recipient Party, or
- (e) is subject to disclosure pursuant to any applicable law or regulation.

The terms of this provision shall survive termination or expiration of this Agreement.

15. **COMPLIANCE WITH LAWS.** The Parties agree to comply with all applicable federal, state and local laws, regulations, ordinances, government agency interpretation of laws or regulations and orders ("Laws and Regulations") with respect to the performance of all provisions of this Agreement. In addition, the Parties intend for this Agreement to comply with the federal anti-kickback statute, 42 USC 1320 a-7b (b) and its regulations. In the event there shall be a change to any Laws and Regulations or the interpretation of any of the foregoing, the adoption of new Laws and Regulations, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated for its services under this Agreement, or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new service arrangement or basis for compensation for the rights assigned and services furnished pursuant to this Agreement that complies with the Laws and Regulations that approximates as closely as possible the economic position of the Parties prior to the change. In the event that either Party reasonably determines that this Agreement may not be modified to comply with the foregoing change to the Laws and Regulations, such Party may terminate this Agreement.

16. **NO REFERRALS.** The Parties acknowledge that the Fees payable to Provider for the Use Periods are consistent with fair market value in arms-length transactions, and no amount paid pursuant to this Agreement, or any other agreement between the Parties, is intended to be, nor shall it be construed to be an inducement or payment for, or in any way dependent upon, the referral of customers or the generation of business to Company by Provider or any hospital or health care provider with which Provider is affiliated or does business. Provider is not required to refer any health care providers or other customers to Company. In no event will the compensation paid to Provider under this Agreement vary or depend upon any business that may have been or may be generated by Provider for Company. In interpreting and enforcing this Agreement, this Agreement shall be construed for all purposes as an Agreement meeting the requirements of 42 CFR §1001.952.

17. **REPRESENTATION OF NON-EXCLUSION.** Company and Provider represent and warrant that as of the Effective Date, neither they nor any of their employees providing services under this Agreement are:

- (a) excluded from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals/Entities at <http://www.oig.hhs.gov/fraud/exclusions.asp>);
- (b) debarred by the FDA under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List at [http://www.fda.gov/ora/compliance\\_ref/debar/](http://www.fda.gov/ora/compliance_ref/debar/));
- (c) otherwise excluded from contracting with the federal government (see the Excluded Parties Listing System at <https://www.epls.gov>.)

The Parties also represent that if they or any of their employees who provides items or services under this Agreement becomes so excluded, debarred, or suspended during the term of this Agreement, the applicable Party will promptly notify the other Party. Upon such notification, the other Party shall have the right to immediately terminate this Agreement.

18. **INDEPENDENT CONTRACTORS.** The relationship between the Parties under this Agreement shall be that of independent contractors, and not as an employee or agent of the other Party. Nothing in this Agreement shall render either Party, or any of its employees, subcontractors or agents, an employee, subcontractor or agent of the other Party, nor authorize or empower a Party or its employees, subcontractors or agents to speak for, represent or obligate the other Party in any way.

19. **MISCELLANEOUS.** This Agreement, together with the schedules attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement may not be amended without the prior written consent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. No party may assign this Agreement or any rights hereunder without the prior written consent of the other Party, provided, however, that Company may assign this Agreement to an affiliate or in the event of a merger or acquisition of all or substantially all of its assets. The failure of either Party to enforce or require performance of any provision of this Agreement shall in no way operate as a waiver or affect the right of such Party at a later time to enforce the same. This Agreement shall be construed in accordance with the laws of the State of Idaho, without giving regard to its conflicts of law principles. This Agreement may be transmitted by facsimile or in .pdf electronic format, and it is the intent of the Parties that any signature printed by a receiving facsimile machine or computer system be deemed an original signature.

**Company****Idaho State University**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE A

**Facility Use Program Summary Schedule**

This Facility Use Program Summary Schedule dated October \_\_\_\_, 2017 is subject to the terms and conditions of that certain Master Facility Use Agreement dated October \_\_\_\_, 2017 between Idaho College of Osteopathic Medicine (“Company”) and Idaho State University (“Provider”).

**Anatomy (\$0.00, see License Agreement):**

Location: Idaho State University, Meridian L. S. and Aline W. Skaggs Anatomy Lab, Bioskills Learning Center, and Virtual Anatomy Lab, 1311 East Central Drive, Meridian, ID 83642

Use Period:

Each Tuesday and Thursday 08:00 – 12:00 from 8/21/2018 – 1/15/2019

Services/Equipment Provided by Provider: Anatomy Lab, Bioskills Learning Center and Virtual Laboratory including: didactic space to include chairs, tables, LCD projector and screen or large screen television and other instructional technologies, gross lab space, specimen storage, mini C-arm(s), power instruments, basic surgical instrument trays.

**Simulation/Clinical Skills (\$90.00 per hour for lab; mannequin rate varies between \$15.00-\$65.00 per hour depending on mannequin used):**

Location: Idaho State University, Meridian, 1311 East Central Drive, Meridian, ID 83642

Use Period:

Each Monday 08:00 – 12:00 from 8/20/2018 – 1/14/2019

Services/Equipment Provided by Provider: Simulation rooms, observation room and multipurpose room including: didactic space to include chairs, tables, Sim mannequins and equipment.

**Classrooms (\$10.00 per hour):**

Location: Idaho State University, Meridian, 1311 East Central Drive, Meridian, ID 83642

Rooms 681 & 682

Use Period: Wednesdays 08:00 – 12:00

Rooms 684 & 685

Use Period: Fridays 08:00 – 12:00 & Daily (7 days/week) 17:00 – 22:00 from 8/20/18 – 1/18/19

Services/Equipment Provided by Provide: didactic space to include chairs, tables, LCD projector and screen or large screen television and other instructional technologies.

**Study rooms (\$10.00 per hour):**

Location: Idaho State University, Meridian, 1311 East Central Drive, Meridian, ID 83642

Eight (8) small Pharmacy study rooms on 2<sup>nd</sup> floor

Use Period:

Monday-Sunday - 17:00 – 22:00 From 8/20/2018 – 1/25/2019

Services/Equipment Provided: Chairs, Tables, large screen television and other instructional technologies as installed.



**Payment Schedule:** Payment in full is due within 90 days of final invoice date.

**Services/Equipment Provided by Company:** Specialized or procedure-specific instrumentation, clinical educators.

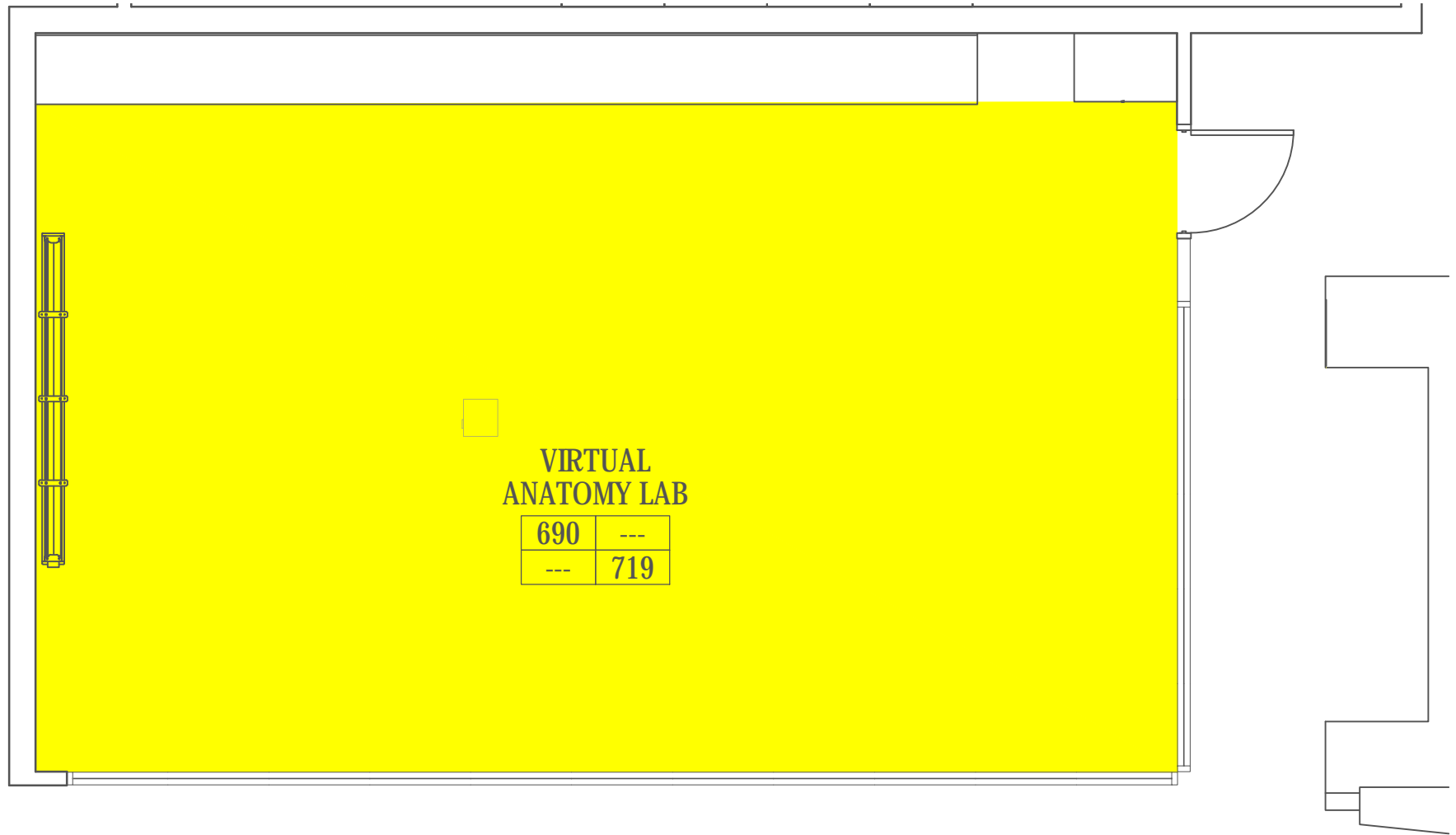
Company	Idaho State University
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

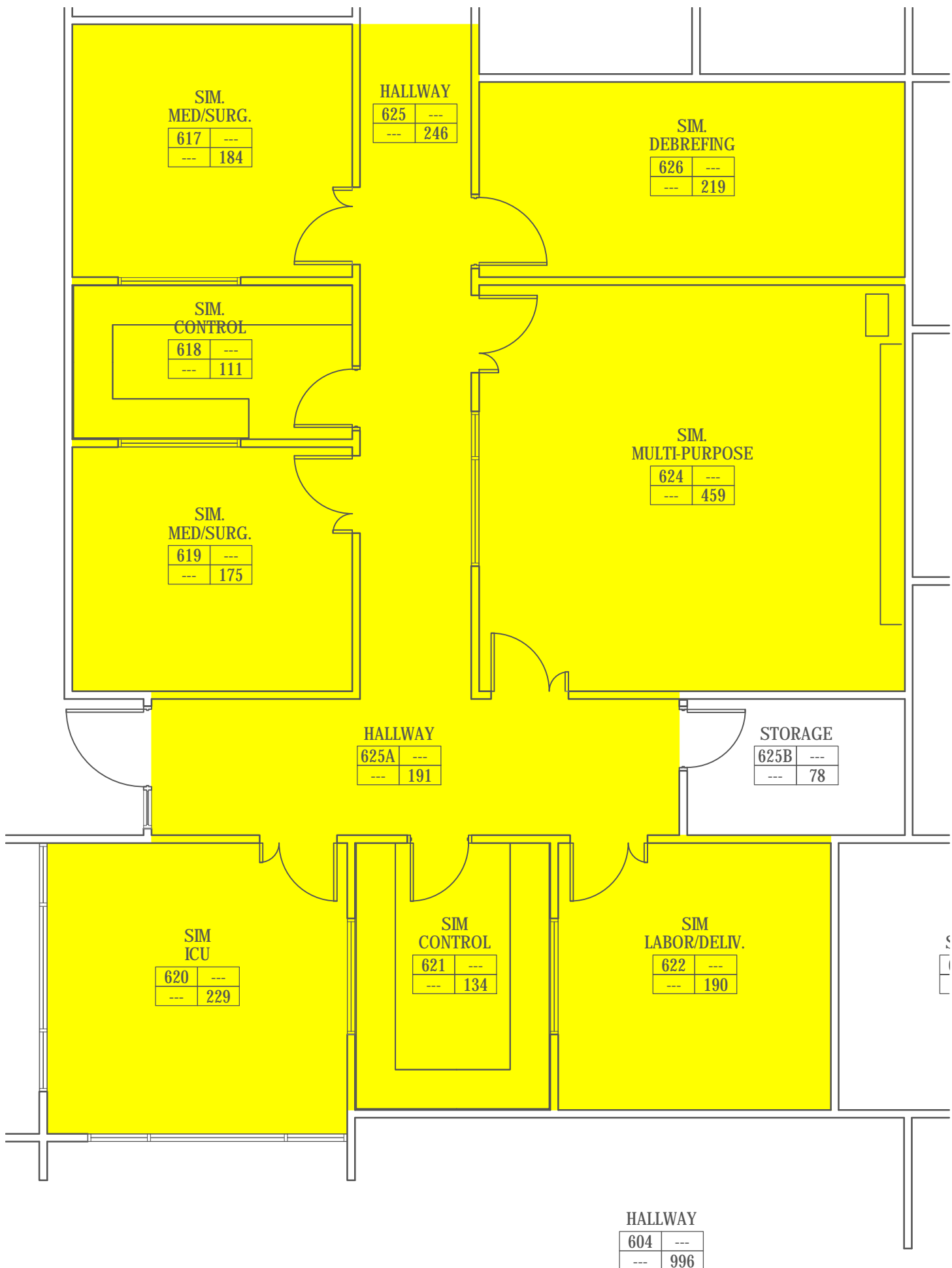
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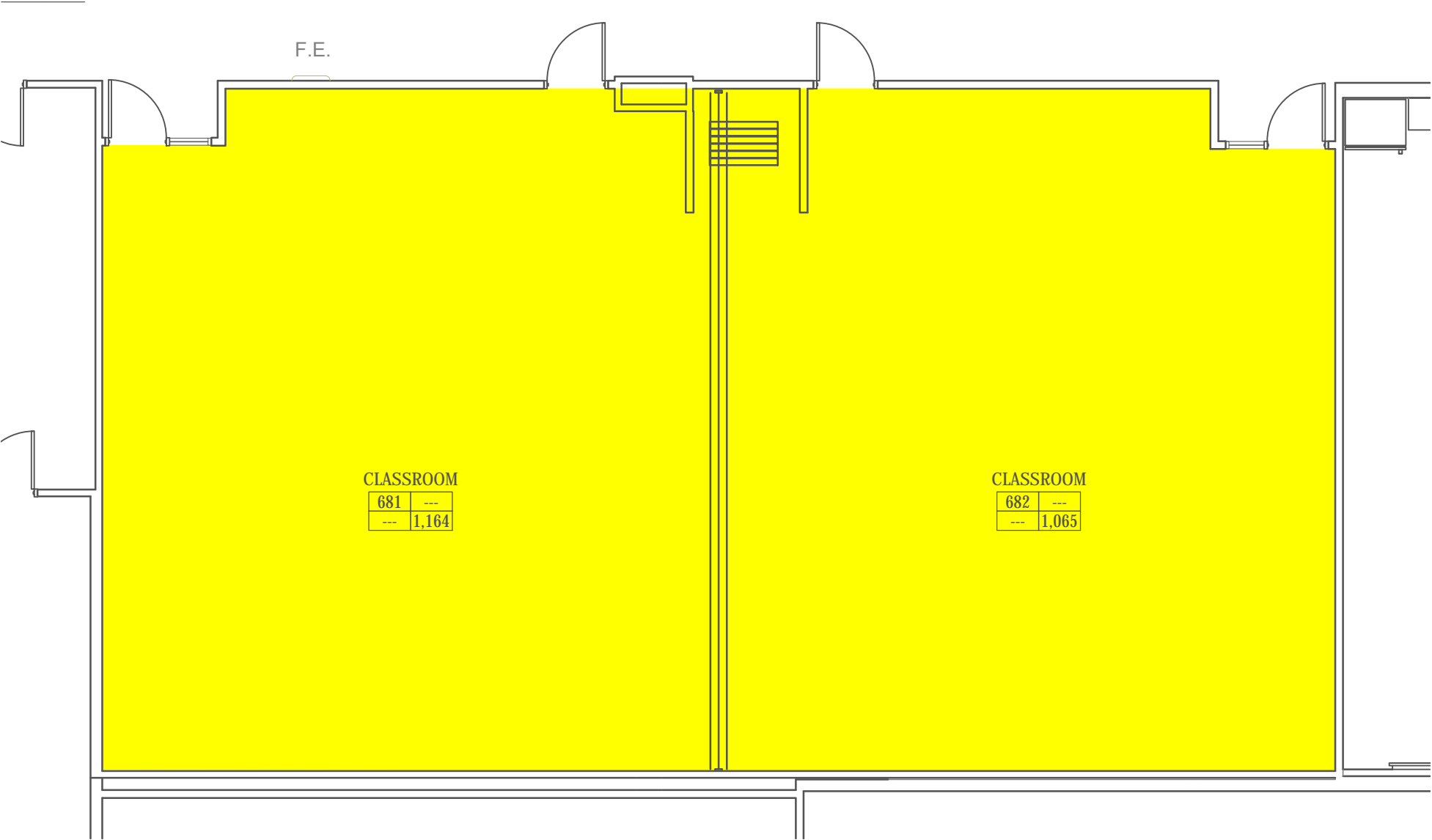


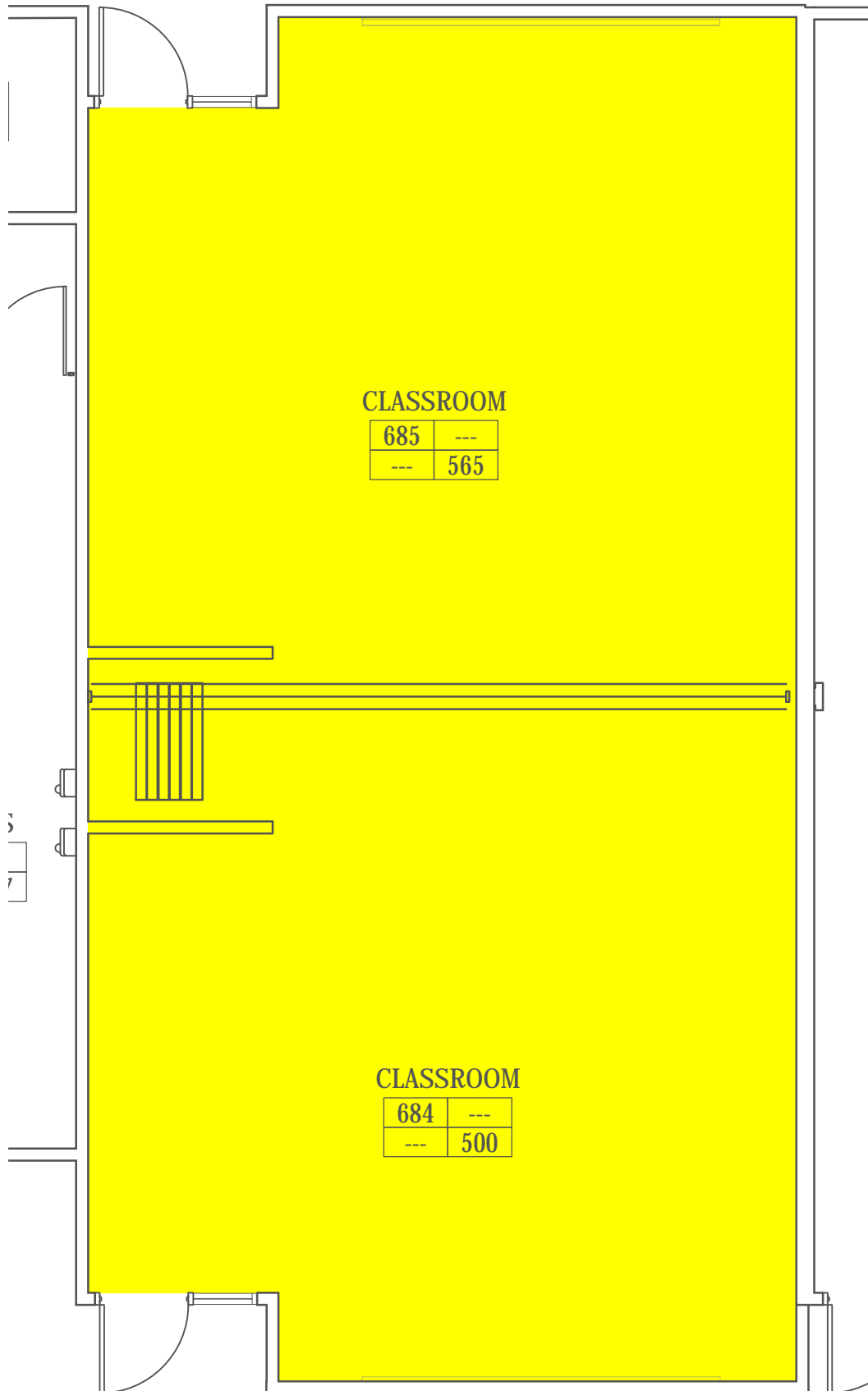






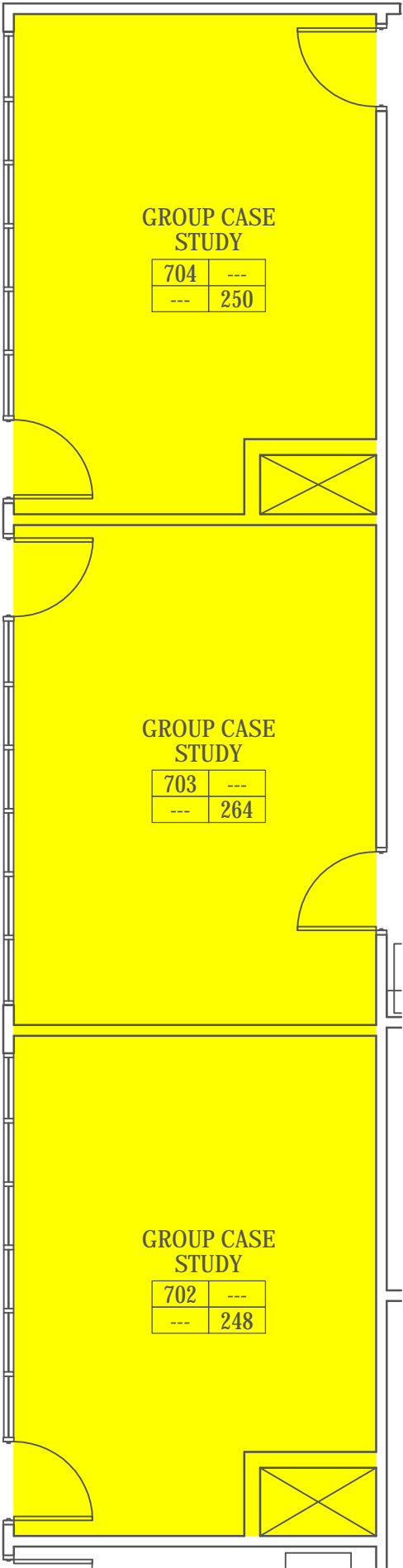








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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Amendment to the License Agreement for Space between Idaho State University (ISU) and the Idaho College of Osteopathic Medicine (ICOM) for use of the ISU Anatomy and Physiology (A/P) Lab

**REFERENCE**

February 2016	Idaho State Board of Education (Board) approved a Collaborative Affiliation Agreement between ISU and ICOM
August 2016	Board approved execution of a Ground Lease for ICOM to build its medical education building on the ISU Meridian campus
February 2017	Board approved amendment of ISU's six-year plan and authorized the university to begin engineering and cost-estimating for expansion of the A/P Lab Building Addition on the ISU Meridian campus
August 2017	Board approved License Agreement between ISU and ICOM for the use of A/P Lab space

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E., V.I. 5.b. and V.K.

**BACKGROUND / DISCUSSION**

The License Agreement approved by the Board in August 2017 includes a prepayment of \$2.5 million from ICOM, which ISU will use to expand the A/P Lab on the Meridian Health Science Center campus.

In late August 2017, ISU was presented with an opportunity from the ALSAM Foundation to receive a gift that will support the planning and creation of a second floor addition (~6,900 sq. ft.) on top of the previously-proposed A/P Lab expansion. The second floor addition will house instructional, clinical, and research space for ISU health sciences programs. This process may delay the completion of the A/P Lab expansion, therefore, this amendment is necessary to provide ICOM with a contingency plan should the A/P Lab expansion not be completed by August 2018.

**IMPACT**

The proposed amendment to the License Agreement establishes a contingency plan to deal with a possible delay in the completion of the A/P Lab expansion project as a result of the expanded scope of that project. The plan includes procedures to de-conflict ISU and ICOM use of facilities during any period of delay,

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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and has no negative financial or operational impact on the delivery of ISU instruction to ISU students.

**ATTACHMENTS**

Attachment 1 – Amendment to License Agreement for Space	Page 3
Attachment 2 – Exhibit A - Contingency Plan	Page 7
Attachment 3 – Copy of executed original License Agreement	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed amendment and its attached contingency plan lay out procedures for ICOM's use of available ISU facilities in the event of a delay in the completion of the A/P lab expansion, with arrangements to minimize any disruption to schedules and instruction for ISU's students. The coordination process would make use of the joint ISU-ICOM Laboratory Advisory Committee previously established to coordinate the use of lab space and management of supplies and equipment. The Joint Operations and Service Agreement which was approved by the Board in August 2017 will remain in force. The scope of joint operations will not be impacted by the addition of a second floor to the A/P lab—this new second floor space will be used exclusively for ISU programs and students.

The proposed amendment to the license agreement contains a provision that "*In the event that the Premises are not substantially complete by August 1, 2019, Licensee may terminate this License Agreement upon written notice to Licensors without liability of any kind and Licensors shall repay Licensee the pro-rata balance of the Prepayment Funds within sixty (60) days from the date of such termination.*" Staff received confirmation from ISU administrators that this provision only applies to any remaining funds from the original prepaid \$2.5M from ICOM that are not spent/encumbered by design and construction that occurs prior to termination of the agreement.

The size of the ALSAM gift for this project recently has been made public—approximately \$3.85 million. This will facilitate a significant expansion to the originally-estimated \$2.5 million scope of the A/P Lab expansion project. Having received approval in February 2017 to begin engineering design and cost-estimating for the A/P Lab expansion, ISU will need to return to the Board for approval of the financing plan and the construction phase of the expanded project. Staff recommends approval.

**BOARD ACTION**

I move to authorize Idaho State University to amend the License Agreement for Space with the Idaho College of Osteopathic Medicine as presented in Attachments 1 and 2.

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

**LICENSE AGREEMENT AMENDMENT #1**

THIS AMENDMENT to the License Agreement ("Amendment 1") is hereby entered into effective upon the date of the last required signature (the "Effective Date"), by and between the STATE OF IDAHO, by and through the Idaho State University, located at 921 So. 8<sup>th</sup> Ave., Pocatello, Idaho, 83209, (the "Licensor") and Idaho College of Osteopathic Medicine, LLC located at 1311 E. Central Drive, Meridian, Idaho 83642 (the "Licensee"). The Licensor and the Licensee are hereinafter referred to collectively as the "Parties."

**WITNESSETH**

WHEREAS, the Parties entered into that certain Collaborative Affiliation Agreement dated February 26, 2016; and

WHEREAS, the Parties entered into that certain Ground Lease dated September 15, 2016; and

WHEREAS, the Parties entered into that certain Letter Agreement to amend the Ground Lease dated January 25, 2017 (the Ground Lease as amended by the Letter Agreement, hereinafter the "Ground Lease"); and

WHEREAS, the Parties entered into that certain License Agreement for the use of anatomy and physiology laboratories at the Idaho State University Meridian Health Science center dated August 15, 2017 (the "License Agreement"); and

WHEREAS, the Licensor has notified the Licensee that it has received a major donation to further expand the Anatomy and Physiology laboratory and that the construction related to this donation may extend the completion date of Phase 3 of the Anatomy and Physiology laboratory, as set forth in the License Agreement, beyond August 1, 2018; and

WHEREAS, the Licensor has developed a contingency plan to accommodate the Licensee and the Licensee wishes to accept the contingency plan, in accordance with the terms of this Amendment 1 and the attached contingency plan, should the proposed expansion of the Anatomy and Physiology laboratory not be complete by August 1, 2018; and

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this License Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the License Agreement shall be amended as follows.

**SECTION 2. TERM.** The last sentence of Section 2 is hereby deleted and replaced with the following (the remainder of Section 2 remains in full force and effect): In the event the Premises are not substantially complete by August 1, 2018, the Parties shall use the facilities in accordance with the terms and conditions set forth in the contingency plan attached hereto as Exhibit A. Provided that, if the Premises are not substantially complete

by August 1, 2018, the initial forty (40) year term shall be extended for a period equal to one half (1/2) of the time between August 1, 2018 and the date of substantial completion and the otherwise applicable portion of Prepayment Funds related to such period shall be applied to such extension.”

The following shall be inserted as a new paragraph following the last sentence of Section 2: “In the event that the Premises are not substantially complete by August 1, 2019, Licensee may terminate this License Agreement upon written notice to Licensor without liability of any kind and Licensor shall repay Licensee the pro-rata balance of the Prepayment Funds within sixty (60) days from the date of such termination.

- 1. NO ADDITIONAL PROVISIONS.** The Parties agree that all provisions of the original License Agreement, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the License Agreement. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Amendment 1, shall be deemed to enlarge, limit, or otherwise affect the operation of the License Agreement or this Amendment 1.

IN WITNESS WHEREOF, the Parties have executed this Amendment 1 as set forth above.

LICENSOR: IDAHO STATE UNIVERSITY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LICENSEE: IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A  
Contingency Plan**





**EXHIBIT A**

**Idaho State University Meridian Health Science Center  
Anatomy & Physiology Lab Expansion (DPW# 17-237) Contingency Plan for Fall 2018**

The Treasure Valley Anatomy & Physiology Labs (TVAPL) can accommodate the anatomy lab needs for both ISU-Meridian and ICOM in the Fall semester of 2018 in the event that the construction of the lab expansion is not completed.

ISU courses and other TVAPL programming needs can be coordinated with ICOM anatomy lab needs to allow for lab use in compliance with the accreditation guidelines of both ISU programs and ICOM. This can be done by utilizing other existing TVAPL lab spaces such as the Bioskills Lab, the Anatomy Instruction Studio, the Prep & Storage rooms and Cold Storage, which are areas that are typically reserved for other use and storage. ISU is willing to adjust the use of these areas to support the needs of all anatomy lab users in fall of 2018.

A Laboratory Advisory Committee will be in place, as outlined in the Joint Operations and Services Agreement between ISU and ICOM, and this committee will meet regularly to plan and discuss any issues that arise prior to and during Fall 2018 that specifically affect ICOM's anatomy lab use.

1. ISU will provide space for at least 27 donors for ICOM student use during ICOM lab class time in the Gross Anatomy Lab, the Bioskills Lab and the Anatomy Instruction Studio. The Laboratory Advisory Committee will determine the exact layout of the laboratory space.
2. During ICOM classes on Tuesday/Thursday afternoons, ISU course tables will be moved to lab support rooms (prep room, specimen storage room, cold room) and will be moved back out into the gross lab after ICOM classes are finished. ICOM specimens will typically be available for ICOM student review, except during specific times such as lab times reserved for ISU programs, special events and exam set up, coordination of which will be discussed in Laboratory Advisory Committee meetings.
  - a. If an event in the Bioskills Lab is scheduled (ISU will only selectively schedule events in the Fall of 2018), ICOM tables stored in the Bioskills lab will be temporarily moved to other lab areas during the event. Tables will be returned to the Bioskills lab after appropriate cleaning of the Bioskills facility. Similarly, ISU will relocate the ICOM tables stored in the Anatomy Instruction Studio to another area of the lab during the time of programmed use, and then return them to the studio afterward.

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**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License Agreement") is hereby entered into effective upon the date of the last required signature (the "Effective Date"), by and between the STATE OF IDAHO, by and through the Idaho State University, located at 921 So. 8<sup>th</sup> Ave., Pocatello, Idaho, 83209, (the "Licensor") and Idaho College of Osteopathic Medicine, LLC located at 1311 E. Central Drive, Meridian, Idaho 83642 (the "Licensee"), for the purpose of licensing of the use of the Premises (as hereinafter defined). The Licensor and the Licensee are hereinafter referred to collectively as the "Parties."

**WITNESSETH**

WHEREAS, the Parties entered into that certain Collaborative Affiliation Agreement dated February 26, 2016; and

WHEREAS, the Parties entered into that certain Ground Lease dated September 15, 2016; and

WHEREAS, the Parties entered into that certain Letter Agreement to amend the Ground Lease dated January 25, 2017 (the Ground Lease as amended by the Letter Agreement, hereinafter the "Ground Lease"); and

WHEREAS, the Licensor wishes to the grant and the Licensee wishes to accept a license related to the use of the Premises (as hereinafter defined) in accordance with the terms and conditions set forth in this License Agreement; and

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this License Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. LICENSE OF PREMISES.** The Licensor does hereby grant to Licensee a non-exclusive License to use, in accordance with the terms of this License Agreement and the JOSA (as hereinafter defined), that certain anatomy and physiology lab located in the Idaho State University Meridian Health Science Center, and as more particularly described as the A & P Laboratory Phase 1, Phase 3, Bioskills Phase 1, Anatomy Instruction Studio, Virtual Lab, storage and prep rooms, and common areas in Exhibit A attached hereto and incorporated herein by reference (the "Premises"), together with the non-exclusive right and easement to use the necessary ingress and egress, in common with Licensor and the occupants of the building in which the Premises are located (the "Building").

Notwithstanding anything herein to the contrary, this License Agreement shall be contingent upon the Parties execution and delivery of a mutually acceptable Joint Operations and Services Agreement ("JOSA"), a copy of which is attached hereto as Exhibit B and incorporated



herein by reference.

**2. TERM.** The term of this License Agreement shall be in effect for a period of forty (40) years plus two (2) additional ten (10) year terms at Licensee's option (unless, at the time Licensee delivers notice of its election to extend, Licensee is in default beyond any applicable cure period), or until (i) the termination of the Ground Lease; (ii) the cessation by Licensee of the operation of the college of osteopathic medicine (the "School"); (iii) the denial, withdrawal, loss or suspension of Licensee's COCA (or equivalent successor entity) accreditation and exhaustion of the appeals processes provided by COCA (or equivalent successor entity) standards; or (iv) written agreement of the Parties. The term of this License Agreement shall commence upon the later of (i) the start of first year classes of the School, or (ii) the date of substantial completion of the Premises by Licensor, meaning the date when the Premises are ready for use by Licensee, subject to completion of minor details of construction or minor mechanical adjustments that do not significantly interfere with Licensee's use. The Premises will be substantially complete by August 1, 2018.

**3. PAYMENT.** In consideration of Licensee paying Prepayment Funds (as hereinafter defined), the Licensee shall, in accordance with the terms of this License Agreement and the JOSA, have exclusive access to and use of the Premises at times mutually agreed to in writing by the Parties, for the initial term of forty (40) years, which covers the following fixed costs related to the Premises and the Building: i) use and indirect costs: utility costs and other expenses associated with daily Building operations and ii) the provision, repair and replacement, except as otherwise expressly provided in this License Agreement or the JOSA, of laboratory fixtures and equipment, and laboratory items, including but not limited to, dissection tables, dissection instruments, carts, tables, storage, 3D models, and surgical lights. If Licensee intends to exercise its option to extend the license per Section 2 of this License Agreement, Licensee must give Licensor not less than sixty (60) days' notice and the Parties shall enter into a commercially reasonable and mutually acceptable license payment schedule for the renewal term(s) of the License Agreement. Licensee will provide prepayment funds to Licensor for up to a maximum of \$2,500,000, or the construction costs of Phase 3 directly attributable or related to Licensee's intended use of the Premises (as depicted in Exhibit A), whichever is less (the "Prepayment Funds"). Prepayment Funds will be payable to Licensor within thirty (30) days of Licensor's receipt of invoices and related documentation. The Parties hereby acknowledge and agree that the first payment of Prepayment Funds shall be made no earlier than October 2017.

**4. ACCEPTANCE OF PREMISES.** Licensee's inspection and acceptance of the Premises is based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Licensee's discretion and cost, Licensee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Licensee's inspection, or inspection by any agent of Licensee, be deemed a waiver of any defects in the Premises.

**5. DUTIES OF LICENSEE AND LICENSOR: NO WASTE; REPAIRS.** Licensee will not commit waste on the Premises, nor will it alter, disfigure or deface any part of the Building, grounds, or any other part of the Premises, including fixtures. Licensee shall only be responsible



for the costs to repair any damages caused by Licensee over and above normal wear and tear.

Any necessary repairs, except those actually necessitated by Licensee's waste, alteration, disfigurement or defacement shall be made solely at the Licensor's expense and shall be commenced immediately and diligently pursued to completion in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Licensee agrees to promptly notify Licensor of any necessary repairs.

The Licensee agrees, in accordance with and subject to the terms and conditions of the JOSA, to comply with such reasonable rules and regulations as may be established by the Licensor.

**6. SERVICES.** Licensor covenants that it shall provide and/or perform the following services for the duration of the term of this License Agreement and any extensions thereof: lawn and grounds care, snow removal, lighting, heat/air, sewer, water, gas, electricity, trash and garbage collection. The Licensor shall maintain the Premises as well as the exterior walls, roof, and structural supports of the Building of which said Premises are a part together with driveways, parking areas, sidewalks, and exterior grounds in good order and repair. Licensor shall also furnish proper maintenance, repair and lighting of the Premises, common stairways, hallways, restrooms, entryways, elevators, and other common areas of the Building. Licensor shall maintain the common areas of the Building in reasonably good order and condition, except for damage caused by Licensee, or its employees, agents, contractors or invitees. Licensor shall use best efforts to restore any service that becomes unavailable. Provided, however, that if Licensee is prevented from making reasonable use of the Premises as set forth above and such interruption or unavailability occurs during the initial forty (40) year term, such term shall be extended for a period equal to the time Licensee is prevented from making reasonable use of the Premises and the otherwise applicable portion of Prepayment Funds related to such period shall be applied to such extension. Licensee agrees to immediately notify Licensor in writing of any interruption of use.

**7. PERSONAL INJURY DAMAGES.** Licensee agrees to defend and hold Idaho State University and the State of Idaho harmless for any and all claims based on use of the Premises by Licensee, provided that Licensee shall have no such obligation related to acts or omissions of employees or invitees of the Licensor.

**8. INDEMNIFICATION.** To the extent allowable under Idaho law, Licensor hereby agrees to defend, indemnify and save Licensee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Licensee may incur, by reason of any act or omission of the Licensor, its employees or agents or any breach or default of the Licensor in the performance of its obligations under this License Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Licensee.

**9. USE OF PREMISES.** Licensee shall use the Premises for education, research and related services in keeping with the purpose for which the Premises are intended, and, except as



otherwise agreed in writing between the parties, for no other uses without the written consent of Licensor. Licensee shall not commit or permit the commission of any acts on said Premises nor use or permit the use of said Premises in any way that violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereafter enacted, governing said Premises.

**10. DESTRUCTION OF PREMISES.**

A. Damage or Destruction Renders Premises Unfit for Use. If, during the term of this License Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Licensee so as to render the Premises unfit for use by Licensee, the Licensor shall at Licensor's sole cost and expense promptly repair the same and either (i) if such damage occurs during the initial forty (40) year term, such term shall be extended for a period equal to the time Licensee is prevented from using the Premises and the otherwise applicable portion of Prepayment Funds related to such period shall be applied to such extension, or (ii) if such damage occurs during a renewal term, then license fees payable under this License Agreement shall be abated for the time and to the extent Licensee is prevented from using the Premises. If comparable space, reasonably acceptable to Licensee, can be provided by the Licensor within thirty (30) days of the date of destruction or damage, the Licensee shall relocate to such substitute space and all relocation costs shall be at the sole expense of the Licensor. License fees, if any, will be continued upon use of the substitute space at the lesser of: (i) the current license rate; or (ii) the market rate for the substitute space. If the Licensor elects to restore or rebuild the Premises, Licensee shall be relocated back to the Premises, at the sole cost and expense of Licensor, upon substantial completion of the Premises by Licensor, meaning the date when the Premises are ready for use by Licensee, subject to completion of minor details of construction or minor mechanical adjustments that do not significantly interfere with Licensee's use. In the event Licensor elects not to restore or rebuild the Premises, such relocation shall be for the remainder of this License Agreement and any extension thereof. Notwithstanding the foregoing, if Licensee does not relocate for any reason and Licensor elects not to restore or rebuild the Premises, Licensee may terminate this License Agreement without liability of any kind save payment, if any, for actual use of the Premises to the date of the destruction or damage.

B. Some Portion Fit for Use.

- 1) Notwithstanding any other provision of this License Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within one (1) year to as good a condition as originally received, the Licensee shall continue this License Agreement and Licensor shall have the option restore or rebuild the Premises. Provided, however, that if such damage occurs during the initial forty (40) year term, such term shall be extended for a period equal to the time, from the date of such damage or destruction, that it takes Licensor to restore the Premises and the otherwise applicable portion of Prepayment Funds related to such period shall be applied to such extension.
- 2) If the Licensor elects to restore or rebuild pursuant to the option provided in



paragraph 10.B.1, one of the following will apply: (i) if such damage occurs during the initial forty (40) year term, such term shall be extended for a period equal to the time Licensee is prevented from using the Premises, or (ii) if such damage occurs during a renewal term, then the license fees otherwise due Licenser by Licensee shall be abated equal to the daily cost of the unused Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Licensee is unable to use all or part of the Premises during the restoration, then, at the option of the Licenser, the Licensee may be relocated to comparable space, reasonably acceptable to Licensee, and all relocation costs shall be at the sole expense of the Licenser. If such restoration or rebuilding exceeds one (1) year beyond the date of the destruction or damage to the Premises, Licensee may terminate this License Agreement without liability of any kind save payment for actual use of the Premises to the date of the destruction or damage.

In the event a termination occurs, in accordance with this Section 10, prior to the expiration of the initial forty (40) year term, Licenser agrees to repay Licensee the pro-rata balance of the Prepayment Funds (acknowledging the Prepayment Funds are to be equally applied on an annual basis over the initial forty-year term) within sixty (60) days from the date of such termination.

**11. DEFAULT.** In the event that either party shall default in the performance of any term, covenant, or condition of this License Agreement or the JOSA, the party not in default may, at its option, terminate this License Agreement in accordance with the terms set forth herein. In the event this License Agreement is terminated as a result of a Licenser default, prior to the expiration of the initial forty (40) year term, Licenser agrees to repay Licensee the pro-rata balance of the Prepayment Funds (acknowledging the Prepayment Funds are to be equally applied on an annual basis over the initial forty year term) within sixty (60) days from the date of termination. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) days to cure or, provided that the failure is of a nature that it cannot be cured within such fifteen (15) day period, the defaulting party shall not be in default of this License Agreement if it commences the cure of such failure within such fifteen (15) day period and thereafter diligently pursues the curing of same and completes the cure within sixty (60) days.

**12. NO ASSIGNMENT OR SUBLICENSING.** Licensee shall not encumber, assign, or otherwise transfer this License Agreement, any right or interest in this License Agreement, or any right or interest in said Premises without the written consent of Licenser, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee shall have the right, without Licenser's prior consent to assign the License to any Affiliate (as defined below) of Licensee (a "Permitted Transfer"). For the purposes of this Section 12, an "Affiliate" shall be any entity that (a) is controlled by, controlling or under common control of Licensee and (ii) has a reasonable amount of experience and knowledge in operating a business for the Permitted Use (as defined in the Ground Lease). Except for a Permitted Transfer, the factors to be considered by Licenser in granting or withholding its consent and approval to the proposed assignment or sublicense could include (i) the assignee's or sublicensee's financial condition; and (ii) a determination of whether the assignee's or



sublicensee's proposed use is consistent with the restrictions of Section 5 of the Ground Lease. Licensee shall bear the burden and expense of establishing that the proposed assignee or sublicensee satisfies the foregoing criteria.

**13. OFFICIALS, AGENTS AND EMPLOYEES NOT PERSONALLY LIABLE.** It is agreed by and between the Parties that in no event shall any official, officer, employee, manager, member or agent of the State of Idaho or Licensee be in any way liable or responsible for any covenant or agreement contained in this License Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this License 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 or Licensee shall have any personal liability or responsibility under this License Agreement, and the sole responsibility and liability for the performance of this License Agreement and all of the provisions and covenants contained in this License Agreement shall rest in and be vested with the State of Idaho or Licensee, respectively.

**14. RELATION OF PARTIES.** The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this License Agreement, nor shall they be deemed to be partners. The relationship between the Parties is solely that of licensor and licensee.

**15. NOTICES.** Any notice required to be served in accordance with the terms of this License Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Licensee shall be sent to the Licensor at 921 So. 8<sup>th</sup> Ave., Stop 8410, Pocatello, ID 83209. Any notice required to be sent by the Licensor shall be sent to 1311 E. Central Drive, Meridian, Idaho 83642. In the event of a change of address by either Licensor or Licensee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

**16. INSURANCE.** The Licensor shall maintain an insurance policy (or policies) for the purpose of insuring property and liability risks regarding the Premises. Any such policy obtained by the Licensor shall be at its sole and absolute expense, and Licensee shall have no obligation to obtain or pay for such insurance. During the Term of this License Agreement and any extensions thereof, Licensee shall maintain commercial general liability insurance in the amounts of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate and shall provide a certificate of liability insurance naming Idaho State University and the State of Idaho as additional insureds.

**17. HEIRS AND ASSIGNS.** Subject to the provisions herein related to assignments, the terms of this License Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Licensor and the Licensee in like manner as to the original Parties.

**18. NON-WAIVER.** The failure of the Licensor or Licensee to insist upon strict performance of any of the covenants and agreements of this License Agreement or to exercise any option contained in this License Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Licensor and Licensee.



**19. MODIFICATION.** This License Agreement may be modified only by the prior written consent of authorized representatives of the Licensor and Licensee.

**20. MATERIAL REPRESENTATIONS.** The Parties agree and acknowledge that the representations and acknowledgments made in this License Agreement are material and the Parties have relied upon them in entering this License Agreement.

**21. SEVERABILITY.** If any term or provision of this License Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be continued and enforced as if the invalid term or provision were not contained in this License Agreement.

**22. RECORDING.** Upon the request of either party, the Parties agree to execute and record a short form or memorandum of this License Agreement.

**23. GOVERNING LAW.** It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

**24. COMPLETE STATEMENT OF TERMS.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this License Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this License Agreement.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as set forth above.


LICENSOR: IDAHO STATE UNIVERSITY

BY: Arthur Vailas

NAME: Arthur Vailas

TITLE: President Idaho State University

DATE: 8/15/17

STATE OF Idaho )  
COUNTY OF Bannock )ss.  
On this 15<sup>th</sup> day of August, 2017, before me, the undersigned, a  
Notary Public in and for said State, personally appeared Arthur Vailas, known or identified  
to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho  
State University, as Licensor, and acknowledged to me that he/she executed the same on behalf of  
the Licensor.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day  
and year in this certificate first above written.  
  
Susan Hengel-Morris  
Notary Public  
Commission expires on 8/23/2021 Residing at Pocatello, ID

LICENSEE: IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC

BY: [Signature]

NAME: ROBERT HASTY, DO, FACC, FACP

TITLE: FOUNDING DEAN & CHIEF ACADEMIC OFFICER

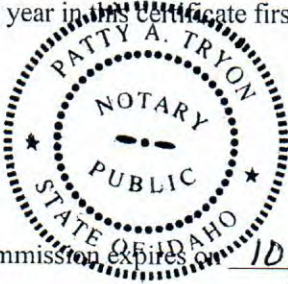
DATE: 8/14/17

STATE OF Idaho )

COUNTY OF Ada )ss.

On this 14 day of August, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Hasty, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho College of Osteopathic Medicine as Licensee, and acknowledged to me that he/she executed the same on behalf of the Licensee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
Notary Public

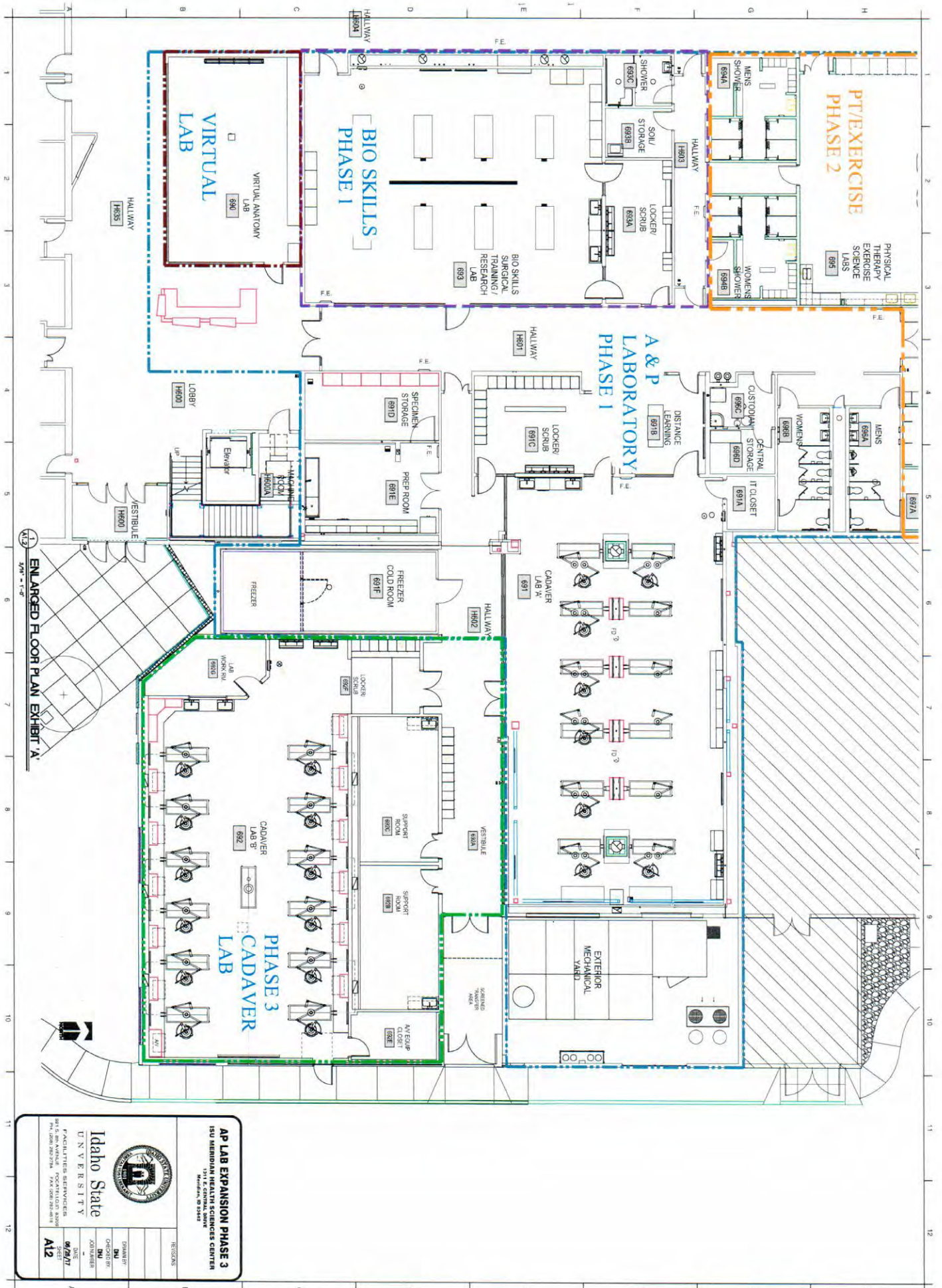
Commission expires on 10/24/2020 Residing at Meridian ID



**EXHIBIT A**

**The Premises**

**As indicated in the attached drawing: A & P Laboratory Phase 1, Phase 3, Bioskills Phase 1, Anatomy Instruction Studio, Virtual Lab, storage and prep rooms, and common areas**



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Police, Fire, and EMS Services contract approval between the University of Idaho (UI) and the City of Moscow.

**REFERENCE**

August 2010	Idaho State Board of Education approved Police Service Contract between the UI and the City of Moscow
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**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3 Acquisition of Personal Property and Services

**BACKGROUND/DISCUSSION**

UI has contracted with the City of Moscow since 1966 for police law enforcement services. UI's continuing overarching goal is to provide effective police and security services to campus constituencies in a professional, friendly, and collaborative manner. It is important that all students, staff, faculty and visitors are safe—and feel safe—while on the Moscow campus.

The most recent contract between the City of Moscow and UI was approved by the Board at its August 2010 meeting. The proposed contract requires the City of Moscow to provide seven dedicated sworn police personnel to conduct community policing and patrol on the Moscow campus; provide sworn police personnel to provide police support for special events; provide training to various members of the campus community on drug and alcohol abuse, sexual assault, and bystander intervention; assist UI with threat assessments; staff an on-campus police substation; and meet with student leaders to discuss campus related issues. The proposed contract also formalizes the City of Moscow's obligation to provide certain fire and EMS services. Among other things, this portion of the contract requires the City of Moscow to provide fire prevention education services; provide fire response services; maintain a student resident volunteer fire program; provide equipment for special event fire prevention services; and facilitate Emergency Medical Services to UI.

**IMPACT**

The initial term of this agreement is from October 1, 2017 through September 30, 2020 with one three-year optional renewal. After the three-year optional renewal, the contract will continue on a year to year basis until terminated by either party. Under the contract, UI agrees to pay the City of Moscow \$1,376,920 annually, with a 3% annual rate increase. The UI also agrees to pay extra for police and fire services for special events not listed in the contract. Further, UI agrees to pay one-half of the cost of a future City of Moscow purchase of a Fire Department

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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Ladder Truck Engine, which is currently estimated to cost UI approximately \$600,000. This purchase is planned to take place sometime after 2020.

Total value of the contract for the three year initial term plus the three-year renewal, but not including the subsequent year to year renewals, special event costs, or ladder truck purchase, is \$8,906,482.94 for the period from October 1, 2017 to September 30, 2023.

**ATTACHMENTS**

Attachment 1 – Proposed Contract

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed contract between UI and the City of Moscow will provide the campus community with essential police, fire, and emergency medical services and will help to sustain a safe and healthy “town and gown” relationship between the university and local community. The contract addresses proactive, preventative measures as well as prompt response needs, and it continues the excellent support provided to the campus by the Moscow Police Department and Moscow Volunteer Fire Department.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to enter into a contract with the City of Moscow, in substantial conformance to the proposed contract in attachment 1 to the Board materials, and to authorize the University of Idaho’s Vice President for Infrastructure to execute the final document.

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



**MASTER AGREEMENT FOR  
SERVICES**

This Master Agreement for Services (“Master Agreement”) is made and entered into by and between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (the “University”) and the City of Moscow, Idaho, a municipal corporation of the State of Idaho (“City”), collectively the Parties.

**RECITALS**

The University desires to obtain the services described herein of City; and

City has expertise and experience in providing the services described herein for the benefit of the University.

**TERMS**

The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

**1.0 Scope of Services**

1.1 City agrees to perform such services as are set forth in this Master Agreement with the standard of care and skill customarily provided in the performance of such services, and the University agrees to pay City such amounts as are specified in this Master Agreement, all upon the following terms and conditions:

1.2 Police Services. City agrees to provide community policing and patrol, tactical team support, and special events support.

1.2.1 Community Policing and Patrol. City will provide seven (7) dedicated sworn police personnel to conduct community policing and patrol, of which three (3)\* are exclusive assignments to the Campus Division of the Moscow Police Department (MPD), generally based on the schedule below:

Campus Commander*	Monday-Friday 7:30 a.m. to 4:30 p.m.
Campus Community Policing Officer 1*	Monday-Friday 8:00 a.m. to 4:00 p.m.
Campus Community Policing Officer 2*	Tuesday-Saturday 1:00 p.m. to 9:00 p.m.
Detective/Narcotics	Tuesday-Friday 7:00 a.m. to 5:00 p.m.
Patrol 1	Wednesday-Saturday 5:00 p.m. to 3:00 a.m.
Patrol 2	Saturday-Tuesday 5:00 p.m. to 3:00 a.m.
Patrol 3	Tuesday-Saturday 9:00 p.m. to 7:00 a.m.

All efforts will be made to maintain the above schedule; however, changes may be made to provide flexibility and to address particular needs of the Parties. Whenever reasonably possible, changes should be communicated as soon as known to the University's Executive Director of Safety and Security via email to [mdorschel@uidaho.edu](mailto:mdorschel@uidaho.edu) or via phone to (208) 885-7209.

Community policing and patrol services shall include, but are not limited to, (1) providing community outreach by the police staff to campus constituents including students, staff and faculty; (2) weekly review and planning meetings with other security and University staff; (3) dignitary safeguarding; (4) establishing a presence in the MPD Campus Division University substation; (5) operating the campus gun locker as per the procedures agreed upon by the Parties; (6) regular patrols, which may include vehicle, bicycle, or foot patrols as determined by the Parties to be most effective, and which will focus on the campus environment; (7) at least three [3] special emphasis patrols; (8) additional records reporting time to assist the University with Clery Act reporting requirements; (9) regular duty-related overtime; and (10) enforcement of limited access streets, University-owned streets, and open to the public streets.

The community policing and patrol services described in this Section are in addition to general law enforcement activities of MPD, which often occur on the University campus. MPD can and does utilize other personnel within MPD to enforce the laws necessary to meet the University's needs and to fulfill the requirements of this Master Agreement.

1.2.2 Tactical Team Support. City will maintain a tactical team that is appropriately trained in crisis and emergency response that is related to the needs of a University. Crisis and emergency response planning will be coordinated between the University and City.

1.2.3 Special Events Police Support. City will provide sworn police personnel to provide special events police support for the following events:

- a) Dignitary visits requiring more special events support than can be provided by the Campus Commander and the two (2) Community Policing Officers;
- b) All home football games up to fourteen (14) officers, including command;
- c) All away football games: City may authorize the Campus Commander or designee to travel as member of traveling unit, with University paying for travel-related expenses;
- d) All men's and women's home basketball games up to four (4) officers;
- e) Three (3) special emphasis patrols;
- f) Special bookstore detail;

- g) Jazz Festival;
- h) Borah Symposium;
- i) Bellwood Lectures;
- j) Spring and Winter Commencements held in Moscow;
- k) Board of Regents meetings when held in Moscow.

1.2.4 Campus Division Police Special Services. City will provide Moscow Police Department (MPD) services for the following:

- a) Resident Life Advisors' training on marijuana recognition;
- b) Fraternity, Sorority and resident life students training on alcohol abuse, sexual assault, bystander intervention, etc.;
- c) Fraternities and Sororities will be assigned a specific MPD representative to assist with issues during the academic year;
- d) MPD will attend meetings with Chapter Greek advisors to mediate problems;
- e) MPD will attend and will provide information to the Dean of Students office at conduct meetings;
- f) MPD will provide immediate notification to a designated University representative of major incidents that occur on campus or major incidents involving University students;
- g) MPD will provide security during employee terminations;
- h) MPD may provide unpaid internships for University students to provide opportunity for University students to learn about law enforcement and for relationship building and community policing purposes;
- i) MPD will provide to the Clery Act Compliance Assistant for University, a weekly summary of incidents that occurred on campus property;
- j) MPD will provide and assist with Clery Act documentation;
- k) When it will not interfere with its law enforcement and criminal investigatory duties, MPD will assist with University Title IX investigations by providing the University with access to investigatory reports and audio/video recordings of interviews, allowing University staff to observe interviews conducted by MPD, and coordinating investigations with University investigators;
- l) MPD will provide police presence during University football tailgate functions;

- m) MPD will perform threat assessment on subjects attending the University as requested in accordance with law;
- n) MPD will participate in the planning process of high profile events on campus;
- o) MPD will provide campus substation onsite staffing;
- p) MPD will provide information on off-campus criminal conduct involving University students for University disciplinary purposes;
- q) MPD will participate in the Campus Community Coalition;
- r) MPD will present information about law and regulations, two to three (2 to 3) times a semester to international students;
- s) MPD will participate in presentations sponsored by the counseling and testing center on alcohol and drug use including programs such as the 'house party' or similar programs;
- t) MPD will provide weekly Clery Act reports to the office of public safety and security; and
- u) MPD will meet with student leaders (ASUI) and discuss campus-related issues:
  - Amnesty policies
  - Drug use
  - Sexual assaults
  - Tailgating
  - Concerts

1.2.5 Additional Special Events Police Support. Any additional special events police support required by the University and furnished by City is to be charged on an actual as-needed basis, at the per hour, per officer rate, per City Fee Resolution as set by City Council each year. Any such additional special events support must be agreed upon and approved by both the University and City in writing prior to any use.

1.3 Fire Response and Prevention Services. City will provide fire response services through the Moscow Volunteer Fire Department (MVFD) with personnel who are appropriately trained in fire response and appropriately equipped relative to the needs of a University, as well as University community fire education and fire prevention services. The MVFD is comprised of full-time City of Moscow employees, dedicated volunteers from throughout the community, and resident firefighters.

1.3.1 University Community Fire Prevention Education Services. City will provide University community fire prevention education services, when requested with reasonable notice by the University;

1.3.2 Inspection services to include assistance to the Idaho State Fire Marshal's office as requested or required, including plan review assistance;

1.3.3 Semi-Annual fire safety and compliance inspections for fraternities and sororities;

1.3.4 Maintain a student resident volunteer fire program, which includes providing training and lodging for such student residents while participating in the resident program, which supports career education of University students and results in reduced response times;

1.3.5 Facilitate Emergency Medical Services (EMS) to the University;

1.3.6 Coordinate with the University Executive Director of Public Safety and Security in the preparation and presentation of emergency response and disaster training for University personnel;

1.3.7 Special Events Fire Prevention Services. City will provide necessary equipment for special events fire prevention services. University to pay reasonable costs to City as agreed to between the City and University for the requested services;

1.3.8 University agrees to participate in one half (1/2) the cost of a future City purchase of a Fire Department Ladder Truck Engine.

1.3.9 The City will provide immediate notification to a designated University representative of major fire response incidents that occur on campus or major incidents involving University students.

1.4 City shall be responsible for any additional functions as are necessary to provide the services set forth in Sections 1.2 and 1.3, including, but not limited to, emergency services dispatch.

1.4.1 City operates and/or contracts for an Active911 system which generates emergency services information from WhitCom Dispatch. City, pursuant to the Active911 Confidentiality Agreement between MPD and the University for Clery Act purposes, allows the University access to Active911 to allow notification to University's Executive Director of Safety and Security when it dispatches City personnel to the University campus, as long as it does not interrupt essential emergency communications.

1.4.2 Active911 allows access to the University's Executive Director of Safety and Security for any report of a crime of violence or a felony occurring within the City of Moscow, as long as it does not interrupt essential emergency communications.

1.4.3 The notifications from dispatch described in Sections 1.4.1 and 1.4.2 shall be done through the use of Active911 or other similar response notification systems,

which access by the University shall be approved and sponsored by City, but for which the University shall pay any Active911 license fees.

1.5 City agrees to perform the services set forth in Sections 1.2 and 1.3, to the reasonable satisfaction of the University.

1.6 The University's liaison overseeing the services provided under this Master Agreement is Matt Dorschel, Executive Director of Public Safety and Security or his duly appointed successor, who is located at University of Idaho Administration Building 209A; Voice: (208) 885-7209; Fax: (208) 885-9490; Email: mdorschel@uidaho.edu; Mailing Address: 875 Perimeter Drive MS 3162, Moscow, ID, 83844-3162.

1.7 The Parties may from time-to-time extend the scope of services or omit services previously ordered, and the provisions of this Master Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both Parties in order to be effective.

## **2.0 Fees and Expenses**

2.1 The University agrees to pay one million three hundred seventy six thousand nine hundred twenty dollars (\$1,376,920) annually for services set forth in Section 1.0, with the exception of services as requested by the University, pursuant to Sections 1.2.5 and 1.3.7.

2.2 The amount described in Section 2.1 shall automatically change on October 1, 2018, and on October 1 of each subsequent year, to include a three percent (3%) annual rate increase.

2.3 City agrees that City is solely providing a service to University and no employment relationship is being created under this Master Agreement.

## **3.0 Term**

This Master Agreement shall commence on October 1, 2017, and shall remain in force and effect for a three (3) year term that may, by agreement by the Parties, be extended for one (1) three (3) year term or until terminated pursuant to Section 9.0. At the end of the second three (3) year term, this Master Agreement will continue on a year-to-year basis or until terminated by either Party, pursuant to Section 9.0.

## **4.0 City's Capacity and Responsibilities.**

4.1 It is expressly understood that City is an independent contractor and not the agent, partner, or employee of the University. City and City's workers are not employees of the University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any University employee benefits, statutory or otherwise.

4.2 City shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that City has such authority.

4.3 City represents and warrants to the University that in performing the services called for hereunder, City will not be in breach of any agreement with a third party.

4.4 In the event that City subcontracts for the services to be provided herein, City shall remain liable for all obligations and commitments under this Master Agreement and shall ensure that any necessary obligations and commitments flow through to the subcontractor(s) of any tier.

**5.0 Confidentiality of Information.**

5.1 City and the University agree to keep confidential and to not disclose to third parties any information provided by the other Party pursuant to or learned by the other Party during the course of this Master Agreement unless the Party has received the prior written consent of the other Party to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Party at the time of disclosure by the other Party, directly or indirectly; or

5.1.2 Is or shall become, through no fault of either Party, available to the general public; or

5.1.3 Is independently developed and hereafter supplied to either Party by a third party without restriction or disclosure; or

5.1.4 Is required to be disclosed pursuant to the Idaho Public Records Law (Idaho Code §§ 74-101 through 74-126) or a lawfully issued subpoena or court order.

5.2 This provision shall survive expiration and termination of this Master Agreement.

**6.0 Invoices and Payment Schedule**

For services provided under this Master Agreement, other than those under Section 1.2.5 and 1.3.7, City shall provide the University with a single invoice at the beginning of each annual billing period. Invoices shall reference the applicable services under this Master Agreement. The University shall pay City with monthly installments pro-rated equally over the ensuing billing period. Such monthly installments shall be paid on the last day of each calendar month. The first payment for each billing period shall be due one (1) month after the invoice is due from City. By way of example, the invoice for the first billing period shall be due to the University by October 1, 2017, and shall be paid by the University in equal monthly installments by the last day of each calendar month beginning October 31, 2017 and ending September 30, 2018.

Invoices for any services provided under Section 1.2.5 and 1.3.7 must include a copy of the written authorization by the University for such additional special events support. Additional services for additional fees outside the Scope of this Master Agreement, need to be in writing and signed by both Parties. These invoices shall be delivered to the University no later than the fifteenth (15<sup>th</sup>) calendar day of the month immediately following the month in which the additional special events support was used. The University shall pay the invoice amount within thirty (30) days of receipt of the invoice.

**7.0 RESERVED**

**8.0 Family Education Rights and Privacy Act (FERPA)**

When any MPD officer performs duties under this Master Agreement that University employees would otherwise perform, including, but not limited to, those functions in section 1.2.4, that MPD officer will be considered to be acting as a school official and may be provided personally identifiable information from a student's education record protected by FERPA. As to any FERPA-protected information that is shared pursuant to this Section 8.0, City agrees that it is (1) performing an institution service or function for which the University would otherwise use employees; (2) under the direct control of the University with respect to the use and maintenance of education records; and (3) subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. City agrees that any information provided pursuant to this section may not be re-disclosed to any person without complying with 34 CFR §§ 99.31, 99.32 and 99.33, and that the information may not be used for any reason other than the reason for which it is provided. City agrees to either destroy the education records in a manner that completely protects the confidentiality of the student information, or return the information to the University upon the termination of this Master Agreement. Any MPD officer not performing duties under this Master Agreement that would ordinarily be performed by a University employee, including, but not limited to, conducting criminal investigations, is not considered a school official and will not be entitled to obtain personally identifiable information from a student's education records unless (1) the MPD officer has the written consent of the student; or (2) an exception from 34 CFR § 99.31 to the written consent requirement applies.

University will provide FERPA training to all MPD officers in order for MPD to comply with FERPA requirements.

**9.0 Termination of Master Agreement.** In the event of termination, each Party will account for the property in its possession belonging to the other Party, and will dispose of it in the manner the other Party directs.

**9.1 Termination for Convenience.** Either Party may terminate this Master Agreement after the initial three (3) year term or for any reason upon one (1) year's prior written notice after the initial three (3) year term.

In the event of termination for convenience, City shall be paid the pro-rata share of the payment amount in Section 2.1 for work performed up to the time of termination for convenience.

**9.2 Termination for Cause.**

Either Party may terminate this Master Agreement for cause, after providing the breaching Party with notice of breach and the opportunity to cure within three (3) weeks, which cure time may be longer if mutually agreed to by the Parties in writing.

Cause or breach in this Master Agreement means:



- a) Intentional disclosure of the other Party's confidential information contrary to Section 5 of this Master Agreement;
- b) Failure to perform the services described in this Master Agreement in the manner called for in this Master Agreement;
- c) Failure to comply with any provision of this Master Agreement.

In the event of termination for cause, City shall be paid the pro-rata share of the payment amount in Section 2 for services performed before notice of breach is given. For work performed after notice is given, City shall be paid a reasonable price for services that are performed in accordance with the manner of performance set forth in this Master Agreement.

#### 10.0 Attorneys' Fees

In the event of any controversy, claim or action being filed or instituted between the Parties to this Master Agreement to enforce the terms and conditions of this Master Agreement or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing Party will be that Party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other Party in settlement of claims asserted by that Party.

#### 11.0 Notice

Any notice under this Master Agreement shall be in writing and shall be delivered either (1) in-person; (2) by delivery service; (3) by certified mail with return receipt requested; or (4) by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

University: University of Idaho  
Contracts and Purchasing Services  
875 Perimeter Drive MS 2006  
Moscow, Idaho 83844-2006  
Attn: Director of Contracts and Purchasing Services  
Phone: (208) 885-6116  
Fax: (208) 885-6060

with Copy to: University of Idaho  
Public Safety and Security  
875 Perimeter Drive MS 3162  
Moscow, Idaho 83844-3162  
Attn: Executive Director of Public Safety & Security  
Phone: (208) 885-7209  
Fax: (208) 885-9490

City: City of Moscow  
206 East Third Street  
P O Box 9203  
Moscow, Idaho 83843  
Attn: City Supervisor  
Phone: (208) 883-7080  
Fax: (208) 883-7018

Any notice shall be deemed to have been given on the earlier of (1) actual delivery or refusal to accept delivery; (2) the date of mailing by certified mail; or (3) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective at time of receipt.

#### 12.0 Entire Agreement; Modification

This Master Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by the City and an authorized representative of the University.

#### 13.0 Severability

The terms of this Master Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

#### 14.0 Governing Law; Forum

Any legal proceeding instituted between the Parties shall be in the courts of the County of Latah, State of Idaho, and each of the Parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Master Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

#### 15.0 Paragraph Headings

The paragraph headings in this Master Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Master Agreement except as expressly stated in such paragraph.

#### 16.0 Non-Waiver

The delay or failure of either Party to exercise any of its rights under this Master Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

#### 17.0 Assignment

City may not assign the rights or delegate the obligations under this Master Agreement without the University's prior written consent.

**18.0 Accounting; Audit**

For a period of three (3) years following completion of the services called for hereunder, the University or its authorized representatives shall be afforded access at reasonable times to City's accounting records relating to the services set forth herein in order to audit all charges for the services.

**19.0 Nondiscrimination**

City shall not discriminate against any employee or applicant for employment in the performance of this Master Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, sexual orientation and gender identity/expression, age, disability, or status as a Vietnam-era veteran. Breach of this covenant may be regarded as a material breach of this Master Agreement.

**20.0 Compliance with Rules, Regulations, and Instructions.**

The duties and responsibilities required under this Master Agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as a material breach of this Master Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Master Agreement:

The Regents of the University of Idaho

City of Moscow

\_\_\_\_\_  
Name

\_\_\_\_\_  
Bill Lambert, Mayor

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Capital project authorization request for Planning and Design phases of proposed Nancy M. Cummings Research, Extension, and Education Center (NMCREEC) classroom and office facility, Salmon, Idaho

**REFERENCE:**

August 2017                      Idaho State Board of Education (Board) approved capital budget request for Salmon Classroom Building in University of Idaho (UI) six-year plan

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1 and Section V.K.3.a

**BACKGROUND/DISCUSSION**

This item is an authorization request to allow the UI to proceed with the Planning and Design phases only of a Capital Project to design and construct a proposed classroom and office facility at the NMREEC. In compliance with Board Governing Policies & Procedure, Section V.K.3.a, this authorization request is limited to the Planning and Design Phases of the overall effort.

**Planning Background**

Nancy M. Cummings Research, Extension, and Education Center, located near Salmon, Idaho, is a setting for environmental education, graduate and undergraduate research by students and scientists, clinical experiences for veterinary students, and public extension activities on a wide variety of topics

Research and extension activities at the NMREEC include pioneering studies on animal identification systems, genetic improvement reproductive efficiency, forage production and grazing practices. Operated by the UI College of Agricultural and Life Sciences via the Idaho Agricultural Experiment Station, NMREEC provides critical and beneficial support to the ranching communities and stakeholders within the State of Idaho.

**Project Description**

The proposed Classroom and Office Facility to be located at the NMREEC is envisioned to support the full range of research and extension activities provided by NMCREEC.

In late 2016, the College of Agricultural and Life Sciences commissioned a local Architectural firm, DGStamp Architects, of Carmen, Idaho, to perform an initial pre-planning feasibility study and preliminary cost estimate. This study was completed earlier this year and it envisions a facility comprised of offices, work stations, a

classroom for education and extension activities, and support spaces designed in an architectural aesthetic consistent with the surrounding area.

The new facility will provide office space and work stations for researchers, principal investigators, graduate students, and interns, and NMCREEC's veterinarian, superintendent, and administrative staff.

In addition, the proposed facility will house a classroom sized for 120 persons in support of the NMCREEC outreach, education, and extension missions.

Overall, the facility is planned to be approximately 8,100 s.f. of conditioned space. The project includes necessary and requisite site work, utilities and site development, to include parking for approximately 30 vehicles.

The project is planned to be funded largely through donated and gifted funds, supplemented by funds provided by the College of Agricultural and Life Sciences.

#### **Authorization Request**

This request is for authorization to proceed with planning and design of the NMCREEC Classroom and Office Facility. The project is consistent with the strategic goals and objectives of the UI, specifically:

**Goal 1, Innovate** – This project supports the unique and varied research activities conducted on-site at the NMCREEC which are critical to Idaho's ranching community and economy;

**Goal 2, Engage** – This project supports delivery of UI's education, outreach, and extension activities conducted by the NMCREEC;

**Goal 3, Transform** – The education, outreach, and extension activities conducted at NMCREEC have the power to engage the community and transform the lives of students and ranchers alike. Knowledge developed, and disseminated at NMCREEC potentially assists ranchers in the improvement and increased efficiency of their operations, and increased health and vigor of their livestock, while at the same time ameliorating the environmental impact of their activities.

**Goal 4, Cultivate** – The education, outreach, and extension activities and events supported by the proposed Classroom and Office Facility have the potential to cultivate relationships and improve communication and collaboration between researchers and the greater community.

In addition, the project is consistent with the principles, goals, and objectives related to outreach and extension within UI's Long Range Campus Development Plan (LRCDP)

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**IMPACT**

The immediate fiscal impact of this effort is to fund planning and design phase costs of the project, with projected expenditures of approximately \$250,100. The overall project effort is anticipated to be \$2,160,000.

***Overall Project***

**Funding**

State	\$
Federal (Grant):	
Other (UI)	
College Funds	300,000
Gifted Funds	<u>1,860,000</u>

Total                      \$    2,160,000

**Estimate Budget**

A/E & Consultant Fees	\$        250,100
Construction	1,483,000
Construction Cont.	148,300
Owner Costs & FFE	174,700
Project Cont.	<u>103,900</u>

Total                      \$    2,160,000

**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Pending the successful outcome of the planning and design phase of this capital project, UI will need to return to the Board (per Board Policy V.K.3.b. and V.K.3.c.) to obtain approval to proceed with the construction phase of the project. The capital project is included in the institution's six-year capital construction plan and master campus plan, pursuant to Board Policy V.K.2 and 8.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to implement the Planning and Design phases of a capital project for a classroom and office facility at the Nancy M. Cummings Research, Extension, and Education Center, for a total project cost of \$2,160,000, as described in the materials submitted to the Board. This approval includes the authority to execute all consulting and vendor contracts necessary to implement the planning and design phases of the project.

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

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**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of October, 2017

**History Narrative**

**Institution/Agency:** University of Idaho      **Project:** Capital Project Authorization Request, Planning, and Design Phases, for the Proposed NMCREEC Classroom and Office Facility, University of Idaho (UI), Salmon, Idaho.

**Project Description:** a Capital Project to provide for the planning, and design of project to design and construct a proposed Classroom and Office Facility at the Nancy M. Cummings Research, Extension, and Education Center (NMCREEC).

**Project Use:** A proposed Classroom and Office Facility to be located at the Nancy M. Cummings Research, Extension, and Education Center is envisioned to support the full range of research and extension activities provided by the Center. The new facility will house offices for researchers, principal investigators, graduate students, and interns, office space for the center's veterinarian, works stations, and the NMCREEC superintendent and administrative staff. The facility is envisioned to be approximately 8,100 s.f. of conditioned space. The project includes necessary and requisite site work, utilities and site development, to include parking for approximately 30 vehicles.

**Project Size:** Approximately 8,000 sf. Conditioned Space, Sitework and Utilities, Parking for approx. 30 vehicles.

Project Cost History:	Sources of Funds				Use of Funds*			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project. Planning, and Design Phase Authorization request. October 2017	\$ -	\$ -	\$ 2,160,000	\$ 2,160,000	\$ 250,100	\$ 1,631,300	\$ 278,600	\$ 2,160,000
History of Revisions:								
<b>Total Project Costs</b>	\$ -	\$ -	\$ 2,160,000	\$ 2,160,000	\$ 250,100	\$ 1,631,300	\$ 278,600	\$ 2,160,000

\* Figures quoted are for the Total Project Cost. The University intent is that any unused funding is carried forward to a future construction phase at the time such future construction phase may be approved by the Board of Regents.

\*\* FFE & Project Contingency, Any carry forward amounts are to be used in future phases which may be approved by the Board of Regents.

History of Funding:	PBF	ISBA	Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other***			
Initial Cost of Project. Planning and Design Phase Authorization Request. October 2017	\$ -	\$ -	\$ 1,860,000	\$ -	\$ 300,000		\$ 2,160,000	\$ 2,160,000
Total	\$ -	\$ -	\$ 1,860,000	\$ -	\$ 300,000		\$ 2,160,000	\$ 2,160,000

\*\*\* CALS Central Reserves

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Authorization for planning and design phase of capital project for improvement and expansion of west campus utilities distribution systems

**REFERENCE:**

August 2017                      Idaho State Board of Education (Board) approved capital budget request for West Campus Utilities Extension in UI six-year plan

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1, and Section V.K.3.a

**BACKGROUND/DISCUSSION**

This agenda item is an authorization request to allow UI to proceed with the Planning and Design phases only of a capital project to design and construct West Campus Utilities Distribution Systems and Infrastructure Improvements and Expansion. In compliance with Board Governing Policies & Procedure, Section V.K.3.a, this Authorization Request is limited to the planning and design phases of the overall effort.

**Planning Background**

In the late 1990's the UI engaged in a thorough, robust, and comprehensive Master Planning effort aimed at the development of a Long Range Campus Development Plan (LRCDP) which would guide the physical and capital development of the Moscow campus of UI through 2025 and beyond.

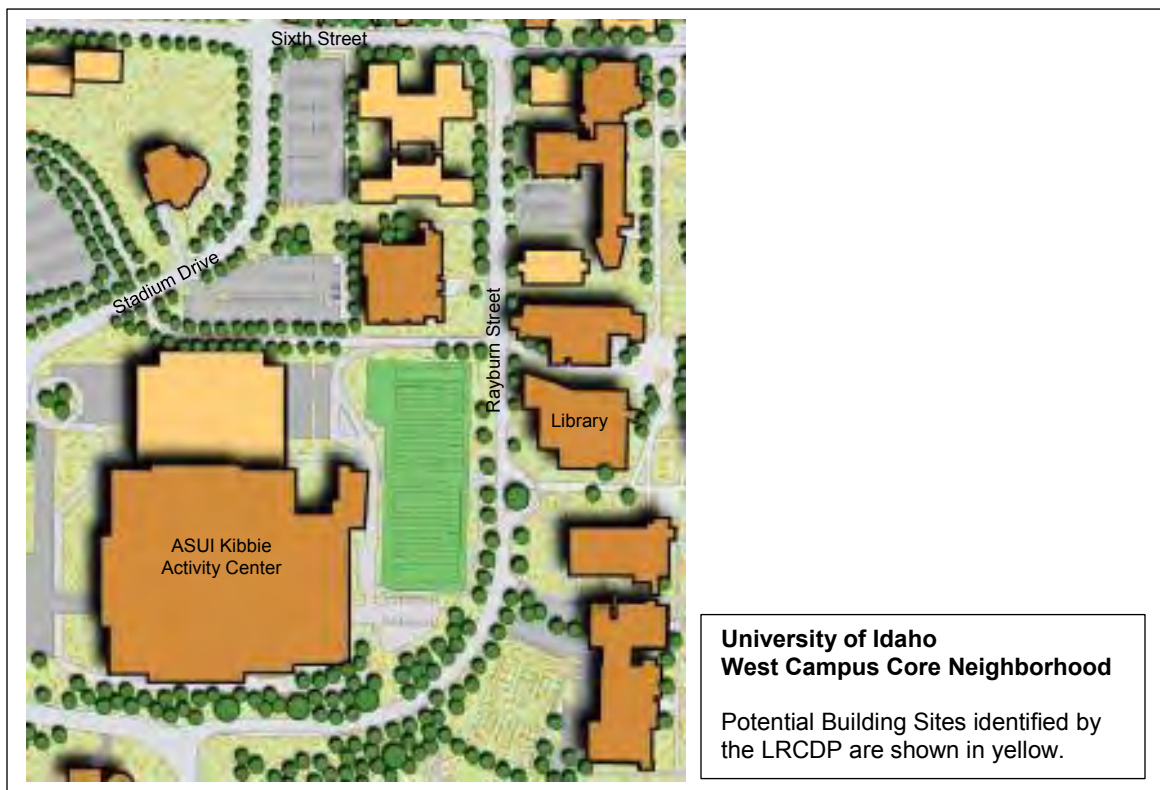
The resulting LRCDP has played a critical role in the development of the UI Campus. Beginning with the Idaho Commons (2000), and carrying through to facilities such as the Student Recreation Center (2001), the J.A. Albertson Building for the College of Business (2002), the Living Learning Communities (2004), the Teaching and Learning Center, (2005), the Integrated Research and Innovation Center (2016), and others, the principles and guidelines in the LRCDP have shaped and informed issues such as siting, massing, and orientation of major campus facilities. The LRCDP has also defined structures worthy of continued investment, thus informing decisions as to which facilities should be renovated and improved, versus those which ought to be maintained without reinvestment in terms of significant renovations.

In addition, the Infrastructure Goals and Objectives defined and delineated in the LRCDP have helped to shape UI's capital improvements and maintenance investments in infrastructure systems such as utility distribution systems, roadways, walkways, pedestrian malls, hardscapes and landscapes.

The LRCDP is not a static document. Since it was first adopted in 1997/98, a series of neighborhood and systems planning efforts conducted under the umbrella of the LRCDP have helped to refine, focus, update, and improve the general planning concepts and principles of the overall plan. As such, the LRCDP continues to serve UI in good stead and guides all campus planning efforts into the foreseeable future.

### **Proposed Project Description**

The scope of the proposed West Campus Utilities Distribution Systems and Infrastructure Improvements and Expansion project is to design and implement utility distribution system improvements in the west campus core neighborhood. This is an area generally bounded by Rayburn Street on the east and south, Stadium Drive on the west and Sixth Street on the north. The LRCDP identifies multiple potential building sites in this neighborhood. The intent of this proposed effort is to ensure utilities distribution systems such as steam distribution, chilled water distribution, electrical distribution, domestic water distribution, reclaimed water distribution, sanitary sewer collection, storm water collection, and data/fiber distribution are in place with sufficient capacity to serve these sites.



The site immediately adjacent to the UI Kibbie Activity Center has been long identified in the LRCDP for an event arena. The remainder of the sites are identified in the LRCDP as potential future building sites, with no current

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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determination made as to the exact building program to be assigned to each site. In general, however, these sites are in a neighborhood envisioned to support academic education and research facilities. The project will assume loads and capacities based upon this general assumption and seek to ensure utility distribution systems and infrastructure in the areas are sized for the future successful integration of facilities on these sites.

The project is envisioned to be funded with Central University Strategic Investment funds.

**Authorization Request**

This request is for the requisite capital project design phase authorization necessary to plan and design the proposed West Campus Utilities Distribution Systems and Infrastructure Improvements and Expansion on the main campus of UI, Moscow, Idaho.

The project is consistent with the strategic goals and objectives of UI. The project is fully consistent with UI Strategic Plan, specifically the project seeks to develop a robust and capable infrastructure with capacity to support facilities which may be demanded by UI's strategic goals.

In addition, the project is fully consistent with the principles, goals, and objectives of UI's LRCDP, specifically those goals and objectives related to the development of the campus infrastructure and utility distribution systems.

**IMPACT**

The immediate fiscal impact of this effort is to fund planning and design phase costs of the project, with projected expenditures of approximately \$350,000. The overall project effort is anticipated to be \$3,500,000.

***Overall Project***

**Funding**

State	\$
Federal (Grant):	
Other (UI)	
CSUI Funds	3,500,000
Gifted Funds	<u>                    </u>

Total	\$ 3,500,000
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**Estimate Budget**

A/E & Consultant Fees	\$ 350,000
Construction	2,500,000
Construction Cont.	250,000
Owner Costs	200,000
Project Cont.	<u>200,000</u>

Total	\$ 3,500,000
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**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Pending the successful outcome of the proposed planning and design phase of the project, UI will need to return to the Board (per Board Policy V.K.3.b. and

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V.K.3.c.) to obtain approval to proceed with the construction phase of the project. UI anticipates that planning, design, and construction costs will be met with internal funds. The capital project is included in the institution's six-year capital construction plan and master campus plan, pursuant to Board Policy V.K.2 and 8.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to implement the Planning and Design phases of a capital project to design and construct West Campus Utilities Distribution Systems and Infrastructure Improvements and Expansion, on the main campus of the University of Idaho, for a total project cost of \$3,500,000, as described in the materials submitted to the Board. Approval includes the authority to execute all consulting and vendor contracts necessary to implement the Planning and Design phases of the project.

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

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of October, 2017

**History Narrative**

- 1 Institution/Agency:** University of Idaho      **Project:** Capital Project Authorization Request, Planning, and Design Phases, for the West Campus Utilities Distribution Systems and Infrastructure Improvements and Expansion, on the main campus of the University of Idaho, Moscow, Idaho.
- 2 Project Description:** A Capital Project to provide for the planning, and design of project to design and construct a proposed West Campus Utilities Distribution Systems and Infrastructure Improvements and Expansion, on the main campus of the University of Idaho, Moscow, Idaho.
- 3 Project Use:** Design and implement utility distribution system improvements in the west campus core neighborhood. The LRCDP identifies multiple potential building sites in this neighborhood. The intent of this proposed effort is to ensure utilities distribution systems such as steam distribution, chilled water distribution, electrical distribution, domestic water distribution, reclaimed water distribution, sanitary sewer collection, storm water collection, and data/fiber distribution are in place with sufficient capacity to serve these sites.
- 4 Project Size:** The west campus core neighborhood is an area generally bounded by Rayburn Street on the east and south, Stadium drive on the west and Sixth Street on the north

Project Cost History:	Sources of Funds				Use of Funds*			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project. Planning, and Design Phase Authorization request. October 2017	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ 350,000	\$ 2,750,000	\$ 400,000	\$ 3,500,000
History of Revisions:								
<b>Total Project Costs</b>	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ 350,000	\$ 2,750,000	\$ 400,000	\$ 3,500,000

\* Figures quoted are for the Total Project Cost. The University intent is that any unused funding is carried forward to a future construction phase at the time such future construction phase may be approved by the Board of Regents.

\*\* FFE & Project Contingency, Any carry forward amounts are to be used in future phases which may be approved by the Board of Regents.

18	History of Funding:				-----			Other Sources of Funds-----	
19		PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other***	Total Other	Total Funding	
20	Initial Cost of Project. Planning and Design Phase Authorization Request. October 2017	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	
21									
22									
23									
24	Total	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	

\*\*\* UI Central Strategic Investment Funds



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**SUBJECT**

FY 2019 Line Item Budget Requests

**REFERENCE**

April 2017	Idaho State Board of Education (Board) approved guidance to the 4-year institutions regarding submission of line item requests
June 2017	Board directed the Business Affairs and Human Resources (BAHR) committee to review the line items and to bring recommendations back to the Board for its consideration at the regular August, 2017 Board meeting
August 2017	Board approved agency and institution line item requests and authorized the Executive Director to approve the budget requests for Maintenance of Current Operation (MCO) and line items and submit them to the Division of Financial Management and the Legislative Services Office
September 2017	Board adopted the recommendations of the Governor's Higher Education Task Force and authorized the Executive Director to amend the previously-submitted line item requests, adding a new request for additional Scholarship and Grant funding and a new system-wide request for development of a Degree Audit/Student Data Analytics System

**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**

Recommendation #1 from the Governor's Higher Education Task Force dealt with efficiencies, cost savings, and service. The Task Force recommended that "... *the State Board of Education drive efficiencies, cost savings, and a higher level of service in back office functions by migrating from our current federated system of institutions to a more integrated, centralized, and student-centric system.*" In the course of its deliberations, and after consultation with outside experts (including representatives from Maine's higher education system), the Task Force reflected on various non-instructional "back room" functions common to multiple higher education institutions which have the potential to generate greater efficiency (cost savings) and quality/productivity (student service) if carried out under a more systemic model. Among the areas discussed were Information Technology, central financial services (payroll and accounting), facilities maintenance and custodial functions, human resources, purchasing, student housing, security, postal services, libraries, legal services, etc.

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

### **OCTOBER 19, 2017**

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Feedback from counterparts in the Maine system indicated that conversion to common hardware and software in central financial systems, under a model in which support continues to be delivered through a distributive approach at each institution, might provide opportunities for improved efficiency and quality of customer service. The core financial systems within an organization are often referred to as the Enterprise Resource Planning (ERP) management information systems, and these make use of central server systems, functional software support modules, area networks, and in some case, “cloud” storage. Currently, Idaho’s higher education institutions operate under a number of different ERP systems including Oracle “PeopleSoft” systems and Ellucian systems (“Banner” and “Colleague” are two ERP systems within the Ellucian family).

The eight university and college presidents held a retreat at the Board office on October 3, 2017, with the Board President and Executive Director in attendance. At the retreat, the presidents discussed follow-up actions to implement the recommendations of the Higher Education Task Force. As a result of that discussion, the presidents asked the Board a request to substitute an FY2019 line item request to explore establishing a systemwide ERP approach in lieu of the earlier-added line item request relating to creation of a degree audit/student data analytic system (which emerged from the Task Force’s “pipeline” improvement recommendations).

Full implementation of three of the Task Force recommendations is dependent on the implementation of a degree audit/student data analytics system (Recommendations 3, 4, and 5). Such a system would facilitate multiple student-level outcomes sought through Task Force recommendations such as system-wide degree progression and guided pathway initiatives. In addition to postsecondary efforts, such a program would strengthen K-12 initiatives around dual credit and college and career advising. It would not be the intent for such a program to replace or duplicate any existing programs the institutions may have. Rather, this program would be a tool to extract data from existing institution programs to perform analysis and help facilitate transfer and articulation between institutions, provide a program for those that do not have a system in place, or provide added capabilities for those that have limited systems or do not have systems that allow for students to review their degree progress. As such, the first step for a proposed degree audit/student data analytics would necessarily require meeting with the institutions’ Chief Information Officers and Provosts to inventory current degree audit and analytics programs and capabilities.

#### **IMPACT**

The Division of Financial Management and Legislative Services Office are mindful that the timing of the recommendations from the Governor’s Higher Education Task Force might call for greater flexibility in terms of submitting Board line items requests for FY2019, but the practical deadline of November 1<sup>st</sup> is rapidly approaching. If the Board approves substitution of the EPR system-wide request for the recently-added degree audit/student data analytic system request, there

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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would be no significant difference in the financial impact to the FY2019 budget. Both proposals involve laying groundwork with institutions, support of meetings, and contracting with expert consultants in the field of higher education software, likely through a Request for Proposal (RFP) process to hire contractor(s) to begin either of the complex, long-term initiatives).

**ATTACHMENTS**

Attachment 1 - Line Items Summary: College & Universities	Page 5
Attachment 2 - Proposed FY 2019 Line Items Request Amendment	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

Moving from today's federated approach for ERP systems at the higher education institutions to a unified system with support distributed at all institutions would be a profound change - and potential game-changer - for Idaho, which might pave the way for more systematic approaches for other backroom operations carried out in separate functional areas at the colleges and universities, if the Maine experience is any indication. This initiative, if approved, would begin early planning at the same time the State of Idaho is examining the way forward for its own "legacy" (in-house) ERP system. In addition to the statewide applications which might be possible under various commercial vendors including, inter alia, Oracle PeopleSoft, Ellucian, and Jenzabar, the institutions may also wish to explore the open-source consortium approaches (e.g. Kuali) which are in place at a number of major institutions.

During Task Force discussions on "system-ness" and backroom functions, Board Staff drew attention to the significant short-term conversion costs and employee training/adaptation challenges associated with any change in ERP and support module systems, but there was a consensus among the Task Force members (and among the presidents) that the potential long-term benefits of consolidation and interoperability might make sense for the state over the long term.

The proposed action reflects the sense of priorities of the presidents. If approved by the Board, staff recommends the ERP line item request be submitted as the Board's number one priority system-wide request. There would be no change (barring a decision by the Board) to the current #2 priority ranking of the current system-wide line item request for \$800,000 for support of the Idaho Regional Optical Network (IRON).

**BOARD ACTION**

I move to authorize the Executive Director to amend the FY2019 System-wide Needs Budget Request with the Enterprise Resource Planning line item as submitted in Attachment 1, as a substitution for the previously-submitted Degree Audit/Student Data Analytic System request.

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

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**AGENCY: College and Universities**

Agency No.: 510

FY 2019 Request

FUNCTION: Systemwide Needs

Function No.: 01

Page 1 of 1 Pages

ACTIVITY:

Activity No.:

Original Submission  X  or  
Revision No. \_\_\_\_

Enterprise Resource Planning (ERP) System					
A: Decision Unit No: <b>12.01</b>	Title: <b>(ERP) System</b>			Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0				0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
Software and training	\$350,000				\$350,000
TOTAL OPERATING EXPENDITURES:	\$350,000				\$350,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$350,000				\$350,000

**Description:**

This line item request responds to Recommendation #1 of the Governor's Higher Education Task Force that: "...the State Board of Education drive efficiencies, cost savings, and a higher level of service in back office functions by migrating from our current federated system of institutions to a more integrated, centralized, and student-centric system. This request focuses on one potential system consolidation/harmonization area: adoption of a common Enterprise Resource Planning (ERP) system for the public colleges and universities.

**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 \$350,000 in one-time funds to support planning and consulting activities in FY2019 which would lay the groundwork for planning for conversion to a common higher

education system ERP platform. No additional full-time staff are being requested for the Board Staff or for the institutions. The new funding would be used to contract with consultants and support statewide meetings and travel for the institutions to examine options for system consolidation and conversion and to establish a multi-year plan for implementation.

- 2. What resources are necessary to implement this request?** \$350,000 in new one-time funding to be added to the College/University System-wide Needs budget.
- 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.** Entire request is one-time, but funds may be encumbered over multiple years in the event that a three year contract is awarded for consultant(s).
- 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 institutional users across the state are the potential beneficiaries of a “systematized” ERP approach within the public colleges and universities. This investment would eventually yield increased efficiencies (reduced duplication of effort) and more inter-operability among institutional staff and systems. Without an up-front investment to investigate and plan ERP consolidation, the institutions and state would continue to deal with a fragmented, inefficient, and expensive approach which creates burdens and barriers for the mission of the higher education system.



Proposed FY 2019 Line Items Request Amendment:

**STATE BOARD OF EDUCATION**  
FY 2019 Line Items - College and Universities

By Institution/Agency		FY 2018 Total Appropriation	Priority	Institution Specific Initiatives	Total	% of FY 2018 Appropriation Excluding Occupancy Costs
System-wide Needs		5,065,800				
<del>1</del>	<del>Degree Audit/Student Data Analytics System</del>			<del>350,000</del>	<del>350,000</del>	<del>6.9%</del>
<u>1</u>	<u>Enterprise Resource Planning (ERP) System</u>		<u>1</u>	<u>350,000</u>	<u>350,000</u>	<u>6.9%</u>
2	Idaho Regional Optical Network (IRON)		2	800,000	800,000	15.8%

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