BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 20, 2018

TAB	DESCRIPTION	ACTION
1	FY 2019 OPERATING BUDGETS	Motion to approve
2	FY 2020 LINE ITEMS	Motion to approve
3	AMENDMENT TO BOARD POLICY V.R. – Establishment of Fees - Idaho Indian Student Fee – First Reading	Motion to approve
4	BOISE STATE UNIVERSITY Authorization of Planning/Design – Baseball Field	Motion to approve
5	BOISE STATE UNIVERSITY Revisions and Additions to 2018-19 Online Program Fees	Motion to approve
6	BOISE STATE UNIVERSITY Amendment to Multi-Media and Marketing Rights Agreement with BSU Athletics – Learfield Communications	Motion to approve
7	BOISE STATE UNIVERSITY and IDAHO STATE UNIVERSITY Revised Purchasing Policies	Motion to approve
8	IDAHO STATE UNIVERSITY Authorization of Planning/Design – Holt Arena Seating	Motion to approve
9	IDAHO STATE UNIVERSITY Authorization of Construction Phase – Anatomy and Physiology Lab Building Addition at ISU Meridian Health Science Center	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 20, 2018

TAB	DESCRIPTION	ACTION
10	UNIVERSITY OF IDAHO ICCU Arena Funds Investment Approval	Motion to approve
11	UNIVERSITY OF IDAHO Acquisition of Real Property – Sandpoint	Motion to approve
12	UNIVERSITY OF IDAHO Authorization of Planning/Design – Potato Seed Building	Motion to approve
13	COLLEGE OF EASTERN IDAHO Real and Personal Property Transfer	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

SUBJECT

Approval of FY 2019 Appropriated Funds Operating Budgets

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.F.b.v.; V.B.3.b.ii., 4.b., 5.c, 6.b.

ALIGNMENT WITH STRATEGIC PLAN

Annual budget approval is a non-strategic Board governance item.

BACKGROUND/DISCUSSION

Pursuant to Board policy V.B., each institution and agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other.

For the appropriated funds operating budget, Board policy V.B.3.b.ii provides as follows: "each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director, for review and formal approval before the beginning of the fiscal year." The appropriated operating budgets have been developed based on appropriations enacted during the 2018 session.

For the college and universities' non-appropriated operating budgets, Board policy V.B. requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are available on each institution's website and are available upon request.

Operating budgets are presented in two formats: budgets for agencies, health education programs, and special programs contain a <u>summary</u> (displayed by program, by source of revenue, and by expenditure classification) and a <u>budget overview</u> that briefly describes the program and changes from the previous fiscal year. All sources of revenues are included (i.e. General Funds, federal funds, miscellaneous revenue, and any other fund source).

For the college and universities, postsecondary career technical education and agricultural research and extension, supplemental information is provided including personnel costs summarized by type of position. The college and universities' reports contain information about appropriated funds, which only include state General Funds, endowment funds, and appropriated student fees.

IMPACT

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 2019, and allows the agencies and institutions to continue operations from FY 2018 into FY 2019.

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

ATTACHMENTS

Attachment 1 – Charts - FY 2019 General Funds by Program

Attachment 2 – Office of the State Board of Education Operating Budget

Attachment 3 – Idaho Public Television Operating Budget

Attachment 4 – Division of Vocational Rehabilitation Operating Budget

Attachment 5 – Charts - FY 2019 Appropriated Funds Budget by Function

Attachment 6 – College and Universities Summary of Appropriated Budget

Attachment 7 – Boise State University FY 2019 Budget Overview

Attachment 8 – Boise State University Appropriated Budget

Attachment 9 - Boise State University Salary Changes

Attachment 10 - Idaho State University FY 2019 Budget Overview

Attachment 11 – Idaho State University Appropriated Budget

Attachment 12 - Idaho State University Salary Changes

Attachment 13 – University of Idaho FY 2019 Budget Overview

Attachment 14 – University of Idaho Appropriated Budget

Attachment 15 – University of Idaho Salary Changes

Attachment 16 – Lewis-Clark State College FY 2019 Budget Overview

Attachment 17 – Lewis-Clark State College Appropriated Budget

Attachment 18 – Lewis-Clark State College Salary Changes

Attachment 19 – Charts - FY 2019 Budgeted Positions by Type

Attachment 20 – College and Universities Personnel Costs

Attachment 21 – Career Technical Education FY 2019 Budget Overview

Attachment 22 - Career Technical Education Appropriated Budget

Attachment 23 – Career Technical Education Personnel Costs

Attachment 24 – Agricultural Research & Extension FY 2019 Budget Overview

Attachment 25 – Agricultural Research & Extension Appropriated Budget

Attachment 26 - Agricultural Research & Extension Personnel Costs

Attachment 27 – Health Education Programs Operating Budget

Attachment 28 – Special Programs Operating Budget

Attachment 29 – FY 2019 PBFAC Recommended Alteration and Repair Projects

STAFF COMMENTS AND RECOMMENDATIONS

Budgets were developed according to legislative intent and/or Board guidelines. There was funding for a 3% ongoing Change in Employee Compensation (CEC) in FY 2019. Representatives from the institutions will be available to answer specific questions.

Attachment 20 presents a system-wide summation of personnel costs by institution, by classification and also includes the number of new positions added at each institution. Board policy requires prior Board approval for the following positions:

 Salaries for new appointments to dean, associate/assistant dean, vice president and equivalent positions above the College and University Professional Association for Human Resources (CUPA-HR) median rate for such positions. (II.F.2.b.)

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

- Any position at a level of vice-president (or equivalent) and above, regardless of funding source. (II.B.3.a.)
- The initial appointment of an employee to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary. (II.B.3.b.)
- The employment agreement of any head coach or athletic director (at the institutions only) longer than three years, or for a total annual compensation amount of \$200,000 or higher, and all amendments thereto. (II.B.3.c.)
- Non-classified employee contracts (other than for athletic directors or coaches) over one year. (II.F.1.b.v.)

All other hiring authority has been expressly delegated to the presidents. Therefore, Board review of the operating budgets is the best opportunity for the Board to see the number of new positions added year-over-year.

For informational purposes only, the list of FY 2019 maintenance (Alteration and Repair) projects recommended by the Permanent Building Fund Advisory Council is included in Attachment 29.

Staff recommends approval.

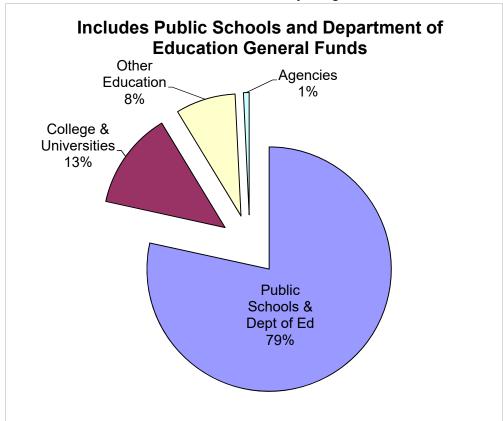
BOARD ACTION

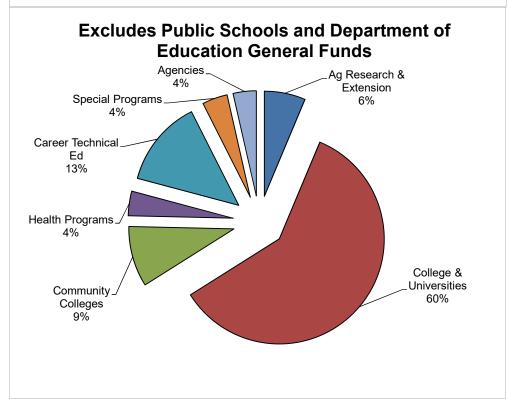
I move to approve the FY 2019 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Career Technical Education, Agricultural Research and Extension Service, Health Education Programs and Special Programs, as presented in Attachments 1-28.

Moved by	Seconded by	Carried Yes	No
			· · · ·

State Board of Education

FY19 General Funds by Program





OFFICE OF THE STATE BOARD OF EDUCATION

FY 2019 Operating Budget

1		FY 2018 BUDGET	FY 2019 BUDGET	PERCENT of CHANGE
	ost Center:			
3	Office of the State Board of Education			
4	Management Services	4,143,600	4,832,400	16.62%
5	Charter School Commission	568,300	521,700	-8.20%
6	Academic Services	776,800	906,000	16.63%
7	Research Services	755,600	518,000	-31.45%
8	Fiscal Services	532,200	536,800	0.86%
9	Scholarship Programs	16,476,500	19,824,900	20.32%
10	System Wide Needs	905,300	2,052,600	126.73%
11	Total Programs	24,158,300	29,192,400	20.84%
12 Bv F u	ınd Source:			
13	General Fund - OSBE	5,364,400	6,204,200	15.66%
14	General Fund - Charter Commission	220,500	170,700	-22.59%
15	General Fund - Scholarships	11,729,700	15,230,300	29.84%
16	Federal Funds	526,400	268,800	-48.94%
17	Federal Funds - GEARUP	3,124,400	3,124,600	0.01%
18	Miscellaneous Revenue	201,100	203,300	1.09%
19	Miscellaneous Charter Authorizer Fees	347,800	351,000	0.92%
20	Miscellaneous - Opportunity Fund	622,400	470,000	-24.49%
21	Miscellaneous - Postsecondary Credit	1,000,000	1,000,000	0.00%
22	Systemwide Needs	905,300	2,052,600	126.73%
23	Indirect Cost Recovery Fund	116,300	116,900	0.52%
24	Total Funds	24,158,300	29,192,400	20.84%
25 By E x	cpenditure Classification:			
26	Personnel Costs	3,080,500	3,362,600	9.16%
27	Operating Expenditures	3,485,500	4,960,800	42.33%
28	Capital Outlay	3,000	42,900	1330.00%
29	Trustee/Benefit Payments	17,589,300	20,826,100	18.40%
30	Lump Sum	0	0	N/A
31	Total Expenditures	24,158,300	29,192,400	20.84%
32 Full T	ime Positions	32.60	35.60	9.20%

33 Budget Overview

³⁴ The Office of the State Board of Education received a 3% ongoing CEC as well as benefit decreases and

³⁵ replacement capital. OSBE recieved funding for 3 FTP and \$414k to transfer Career Information Systems

³⁶ from Department of Labor, \$80k for Graduate Medical Education Council, \$250k for Systems Integration

³⁷ Consultant, \$125k for Accreditation for Psychology Internships, \$3.5m for the Opportunity Scholarship offset

³⁸ slightly by a reduction in planned use of interest revenue, \$800k for IRON and \$350k for a Degree Audit and

₃₉ Data System. The Charter Commission received a \$47k reduction for Statewide Cost Allocation. The

reduction in Research Services is due to the phaseout of the federal grant for the Statewide Longitudinal Data System.

IDAHO PUBLIC TELEVISION FY 2019 Operating Budget

		FY 2018 BUDGET	FY 2019 BUDGET	PERCENT of CHANGE
1	By Program:			
2	Delivery System and Administration:			
3	Technical Services	2,597,750	2,487,100	(4.26%)
4	Administration	1,416,860	1,397,850	(1.34%)
5	Educational Content:			
6	Programming Acquisitions	1,731,930	1,798,900	3.87%
7	IdahoPTV Productions	1,519,730	1,644,700	8.22%
8	Special Productions/Projects (2)	441,500	21,200	(95.20%)
9	Communications (3)	802,450	996,750	24.21%
10	Development	1,122,880	1,102,100	(1.85%)
11	Total Programs	9,633,100	9,448,600	(1.92%)
12	-			
13	By Fund Source:			
14	General Fund - PC/OE	2,320,700	2,482,300	6.96%
15	General Fund - Capital (One-Time)	1,006,500	103,000	(89.77%)
16	Tech/Infrastructure Stabilization Fund	0	400,000	
17	Federal Funds	0	340,400	
18	Local Funds	5,864,400	6,101,700	(2.90%)
19	Special Productions/Projects	441,500	21,200	(6.00%)
20	Total Funds	9,633,100	9,448,600	(1.92%)
21	•			
22	By Expenditure Classification:			
23	Personnel Costs (1)	4,720,100	4,973,400	5.37%
24	Operating Expenditures:			
25	Communication & Programming	1,514,570	1,578,530	4.22%
26	Employee Development & Travel	222,880	221,780	(0.49%)
27	Professional, Admin & Other Services	455,580	417,080	(8.45%)
28	Supplies, R&M Services	413,110	405,930	(1.74%)
29	Utilities and Gas	190,400	183,200	(3.78%)
30	Leases and Rentals	520,900	535,580	2.82%
31	Miscellaneous	193,060	208,800	8.15%
32	Total Operating Expenditures	3,510,500	3,550,900	1.15%
33	Capital Outlay (4)	1,402,500	924,300	(34.10%)
34	Total Expenditures	9,633,100	9,448,600	(1.92%)
35	· · · · · · · · · · · · · · · · · · ·			
36	FTP Count (3)	65.48	68.48	4.58%
	` ,			

38 Notes:

37

³⁹ FY 2018 budget per SB1138; FY 2019 budget per HB654

^{40 (1)} Appropriations for a 3% CEC that increased personnel costs throughout the budget.

^{41 (2)} Seeking additional donations to support IdahoPTV special productions and projects.

^{42 (3)} Added educational position and expanded outreach.

^{43 (4)} Reduced level of general fund capital replacement appropriation.

DIVISION OF VOCATIONAL REHABILITATION FY 2019 Operating Budget

1			FY 2018 BUDGET	FY 2019 BUDGET	PERCENT of CHANGE
	ogram:	_			
3 3	Vocational Rehabilitation		23,532,600	23,609,000	0.32%
4	Comm. Supp. Employ. Work Svcs. (CSE)		4,423,400	4,427,300	0.09%
5	Council for the Deaf & Hard of Hearing	[1]	219,900	269,800	22.69%
6	Seamen for the Boar a fland of fleating	1.1	210,000	200,000	22.0070
7	Total Programs	=	28,175,900	28,306,100	0.46%
8 By Fu	und Source:				
9	General Fund		8,589,000	8,651,300	0.73%
10	Federal Funds		17,536,200	17,545,200	0.05%
11	Miscellaneous Revenue		969,200	969,600	0.04%
12	Dedicated Funds	[2]	1,081,500	1,143,000	5.69%
13	Total Funds	_	28,175,900	28,309,100	0.47%
		_			
14 By E x	cpenditure Classification:				
15	Personnel Costs		10,806,900	10,956,500	1.38%
16	Operating Expenditures				
17	Communications	[1]	282,500	292,500	3.54%
18	Employee Dev./Memberships		67,000	67,000	0.00%
19	Professional & General Services		632,200	644,800	1.99%
20	Travel	[1]	108,400	113,800	4.98%
21	Supplies & Insurance		130,800	132,800	1.53%
22	Rents	[3]	500,700	509,700	1.80%
23	Other	_	22,600	22,600	0.00%
24	Total Operating Expenditures	F 43	1,744,200	1,783,200	2.24%
25	Capital Outlay	[4]	162,000	106,600	-34.20%
26	Trustee/Benefit Payments	_	15,462,800	15,462,800	0.00%
27	Total Expenditures	=	28,175,900	28,309,100	0.47%
	ime Positions get Overview	[1,2]	152.50	154.00	0.98%

FY18 Funded with SB1156

^[1] Line-item request for CDHH outreach position

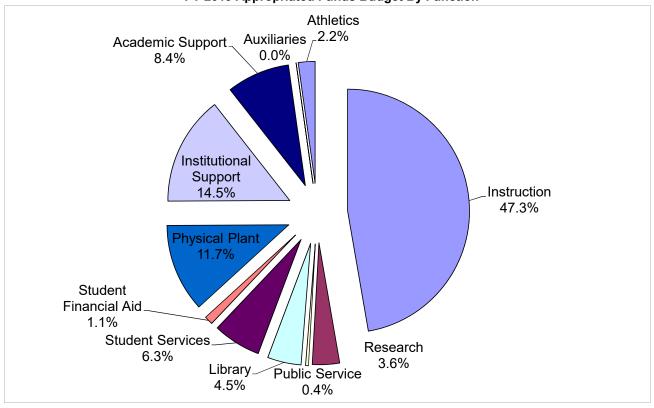
^{30 [2]} line-item request SSA reimbursement coordinator

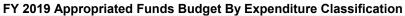
^{31 [3]} Inflationary costs for building leases

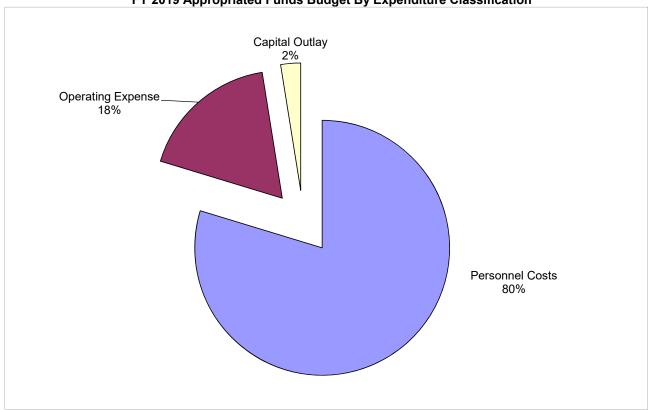
^{32 [4]} Multi-Function Printers, Video Conferencing Displays, Computers and Related Equip

COLLEGE & UNIVERSITIES

FY 2019 Appropriated Funds Budget By Function







COLLEGE & UNIVERSITIES SUMMARY

Budget Distribution by Activity and Expense Class July 1, 2018 - June 30, 2019 Appropriated Funds

		FY2018 Original Budget		FY2019 Origina	al Budget	Changes from		
	-	Amount	% of Total	Amount	% of Total	Amount	% Chge	
Reve	nue by Source							
	State General Account - ongoing	\$280,272,000	50.53%	\$288,293,200	49.93%	\$8,021,200	2.86%	
	State General Account - one time	1,715,400	0.31%	1,254,200	0.22%	(461,200)	-26.89%	
	State Endowments	15,840,000	2.86%	16,443,200	2.85%	603,200	3.81%	
	Millennium Fund/Economic Recovery	0	0.00%	1,100,000	0.19%	1,100,000	0.00%	
	Student Tuition and Fees Fotal Operating Revenues	256,838,200 \$554,665,600	46.31% 100.00%	<u>270,319,400</u> \$577,410,000	46.82% 100.00%	13,481,200 \$22,744,400	5.25% 4.10%	
0 1	Total Operating Nevertues	ψ554,005,000	100.0070	ψ377,410,000	100.0070	Ψ22,744,400	4.1070	
Expe	nses							
E	By Function:							
7	Instruction	\$260,274,787	46.96%	\$272,859,050	47.28%	\$12,584,263	4.83%	
8	Research	19,955,644	3.60%	20,787,317	3.60%	831,673	4.17%	
9	Public Service	2,194,973	0.40%	2,211,925	0.38%	16,952	0.77%	
10	Library	25,579,509	4.61%	25,763,457	4.46%	183,948	0.72%	
11	Student Services	33,751,599	6.09%	36,640,463	6.35%	2,888,864	8.56%	
12	Student Financial Aid	6,565,682	1.18%	6,563,694	1.14%	(1,988)	-0.03%	
13	Physical Plant	67,053,745	12.10%	67,506,934	11.70%	453,189	0.68%	
14	Institutional Support	80,437,976	14.51%	83,714,092	14.50%	3,276,116	4.07%	
15	Academic Support	45,902,892	8.28%	48,274,719	8.36%	2,371,827	5.17%	
16	Auxiliaries	11,400	0.00%	11,400	0.00%	0	0.00%	
17	Athletics _	12,556,322	2.27%	12,818,108	2.22%	261,786	2.08%	
18 1	Total Bdgt by Function	\$554,284,529	100.00%	\$577,151,158	100.00%	\$22,866,629	4.13%	
10 E	By Expense Class:							
20	Personnel Costs:							
21	Salaries:							
22	Faculty	\$157,733,513	28.46%	\$162,186,858	28.10%	\$4,453,345	2.82%	
23	Executive/Admin	20,467,050	3.69%	22,234,961	3.85%	1,767,911	8.64%	
24	Managerial/Prof	77,781,556	14.03%	87,408,030	15.14%	9,626,474	12.38%	
25	Classified	51,123,775	9.22%	48,871,627	8.47%	(2,252,148)	-4.41%	
26	Grad Assist	10,822,417	1.95%	13,942,666	2.42%	3,120,249	28.83%	
27	Irregular Help	11,346,014	2.05%	12,071,023	2.09%	725,009	6.39%	
28	Total Salaries	\$329,274,325	59.41%	\$346,715,165	60.07%	\$17,440,840	5.30%	
29	Personnel Benefits	116,779,391	21.07%	113,226,372	19.62%	(3,553,019)	-3.04%	
30	Total Pers Costs	\$446,053,716	80.47%	\$459,941,537	79.69%	\$13,887,821	3.11%	
		<u> </u>						
31	Operating Expense:				/			
32	Travel	1,633,474	0.29%	1,690,108	0.29%	56,634	3.47%	
33	Utilities	14,315,279	2.58%	15,410,305	2.67%	1,095,026	7.65%	
34	Insurance	3,118,640	0.56%	3,531,184	0.61%	412,544	13.23%	
35 36	Other Oper. Exp Total Oper. Exp	74,292,194 \$93,359,587	13.40% 16.84%	81,971,845 \$102,603,442	14.20% 17.78%	7,679,651 \$9,243,855	<u>10.34%</u> 9.90%	
30	Total Oper. Exp	\$93,359,56 <i>1</i>	10.04%	\$102,003,442	17.70%	\$9,243,633	9.90%	
37	Capital Outlay:							
38	Depart Equipment	2,284,726	0.41%	2,091,206	0.36%	(193,520)	-8.47%	
39	Library Acquisitions	12,586,500	2.27%	12,514,973	2.17%	(71,527)	-0.57%	
40	Total Cap Outlay	\$14,871,226	2.68%	\$14,606,179	2.53%	(\$265,047)	-1.78%	
41 1	ot Bdgt by Exp Class	\$554,284,529	100.00%	\$577,151,158	100.00%	\$22,866,629	4.13%	
42	One time 27th Payrell (CE)	\$0		ΦΛ		\$0		
42	One-time 27th Payroll (GF) One-time Capital Outlay	\$1,560,400		\$0 \$2,354,200		\$793,800		
	One-time Capital Outlay One-time Other							
44	One-unie Other	\$155,000		\$0		(\$155,000)		
45 4	Activity Total	\$555,999,929		\$579,505,358		\$23,505,429	4.23%	
46 1	TOTAL FTE POSITIONS	4,666.89		4,750.36		83.47	1.79%	
47 I	SU Budget Deficit - reserve funds	(1,334,329)		(2,095,358)				

BOISE STATE UNIVERSITY FY2018 BUDGET OVERVIEW Appropriated Funds

Boise State's FY2019 proposed base operating budget of \$218,000,000 will be funded through \$99.8 million in state general fund and \$118 million in student tuition and fees. Included in this proposed budget is an enrollment growth reserve of \$2,359,800. This enrollment growth reserve will only be allocated if projected FY 2019 tuition and fee revenues exceed budgeted tuition and fee revenue. Boise State has taken a relatively conservative approach to budgeting tuition and fee revenue. However, over the past two years, both enrollment growth and new online programs approved during the fiscal year have led to tuition and fee revenue collections that have exceeded budget tuition and fee revenue. If this occurs again in FY 2019, the enrollment growth reserve will allow Boise State to utilize these funds to serve the additional students.

Proposed FY 2019 Base Operating Budget	\$218,000,000
FY 2019 Tuition and Fees	118,188,200
FY 2019 State General Fund	99,811,800

	State General Fund	Tuition and Fees
FY 2018	\$96,212,300	\$105,734,200
Changes in State General Funds Personnel Benefits Risk Management / Controller's Fees Change in Employee Comp. (CEC) Enrollment Workload Adjustments Occupancy Costs	(1,070,900) 56,600 2,037,100 2,362,600 214,100	
Increases in Tuition and Fees (Based on SBOE approval in April) Tuition and Fees (excl. Online) Online Fee Programs		5,611,200 3,748,000
Enrollment Growth Reserve (Provides budgetary authority to spend tuition revenue if actual revenue exceeds budgeted revenue)		3,094,800
FY 2019 % of Total	\$99,811,800 <i>45.8%</i>	\$118,188,200 <i>54.2%</i>

Highlights of the FY 2019 appropriated operating budget include:

- Salary Adjustments State funding will partially cover a 3% CEC with student tuition and fees covering the remaining. The total cost to the appropriated budget is \$2.0 million.
- Enrollment Workload Adjustment State general funding will provide \$2,362,600 to Boise State University to fund enrollment growth.
- Occupancy Costs \$214,100 was provided to support occupancy costs for the Alumni and Friends Center, Campus Planning and Facilities Building, and the Fine Arts Building. The Alumni and Friends Center has been acquired from the Boise State University Foundation and the Fine Arts Building is scheduled to open in the summer of 2019.

BOISE STATE UNIVERSITY

Budget Distribution by Activity and Expense Class July 1, 2018 - June 30, 2019 Appropriated Funds

	FY2018 Origina	al Budget	FY2019 Origina	al Budget	Changes from Prior Year		
	Amount	% of Total	Amount	% of Total	Amount	% Chge	
Revenue by Source							
1 State General Account - ongoing	\$96,212,300	48.33%	\$99,811,800	45.79%	\$3,599,500	3.74%	
2 State General Account - one time		0.00%		0.00%	0	0.00%	
3 State Endowments		0.00%		0.00%	0	0.00%	
4 Millennium Fund/Economic Recovery 5 Student Tuition and Fees	102 966 700	0.00%	110 100 200	0.00%	0 15,321,500	0.00%	
-	102,866,700 \$199,079,000	51.67% 100.00%	118,188,200 \$218,000,000	54.21% 100.00%	\$18,921,000	<u>14.89%</u> 9.50%	
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Expenses							
By Function: 7 Instruction	\$103,683,581	52.08%	\$114,426,963	52.49%	\$10,743,382	10.36%	
8 Research	5,263,258	2.64%	5,476,459	2.51%	213,201	4.05%	
9 Public Service	1,711,247	0.86%	1,702,392	0.78%	(8,855)	-0.52%	
10 Library	7,940,944	3.99%	8,014,326	3.68%	73,382	0.92%	
11 Student Services	12,513,131	6.29%	14,220,101	6.52%	1,706,970	13.64%	
12 Student Financial Aid	12,010,101	0.00%	,,	0.00%	0	0.00%	
13 Physical Plant	19,345,319	9.72%	19,539,512	8.96%	194,193	1.00%	
14 Institutional Support	26,806,639	13.47%	30,577,436	14.03%	3,770,797	14.07%	
15 Academic Support	18,762,681	9.42%	20,990,611	9.63%	2,227,930	11.87%	
16 Auxiliaries		0.00%		0.00%	0	0.00%	
17 Athletics	3,052,200	1.53%	3,052,200	1.40%	0	0.00%	
18 Total Bdgt by Function	\$199,079,000	100.00%	\$218,000,000	100.00%	\$18,921,000	9.50%	
19 By Expense Class:							
20 Personnel Costs: 21 Salaries:							
	\$59,069,222	29.67%	\$61,313,853	28.13%	\$2,244,631	3.80%	
22 Faculty 23 Executive/Admin	7,294,267	29.67% 3.66%	8,277,752	3.80%	983,485	3.60% 13.48%	
24 Managerial/Prof	33,092,600	16.62%	36,324,737	16.66%	3,232,137	9.77%	
25 Classified	11,685,826	5.87%	11,607,816	5.32%	(78,010)	-0.67%	
26 Grad Assist	4,888,758	2.46%	5,545,101	2.54%	656,343	13.43%	
27 Irregular Help	4,779,785	2.40%	6,129,777	2.81%	1,349,992	28.24%	
	\$120,810,458	60.68%	\$129,199,036	59.27%	\$8,388,578	6.94%	
29 Personnel Benefits	45,895,595	23.05%	44,267,533	20.31%	(1,628,062)	-3.55%	
	\$166,706,053	83.74%	\$173,466,569	79.57%	\$6,760,516	4.06%	
31 Operating Expense:							
32 Travel	\$0	0.00%	\$0	0.00%	0	0.00%	
33 Utilities	3,852,406	1.94%	4,666,241	2.14%	813,835	21.13%	
34 Insurance	849,789	0.43%	1,253,764	0.58%	403,975	47.54%	
35 Other Oper. Exp	23,753,498	11.93%	34,718,228	15.93%	10,964,730	46.16%	
36 Total Oper. Exp	\$28,455,693	14.29%	\$40,638,233	18.64%	\$12,182,540	42.81%	
37 Capital Outlay:							
38 Depart Equipment	\$772,467	0.39%	\$750,411	0.34%	(22,056)	-2.86%	
39 Library Acquisitions	3,144,787	1.58%	3,144,787	1.44%	0	0.00%	
40 Total Cap Outlay	\$3,917,254	1.97%	\$3,895,198	1.79%	(\$22,056)	-0.56%	
41 Tot Bdgt by Exp Class	\$199,079,000	100.00%	\$218,000,000	100.00%	\$18,921,000	9.50%	
42 One-time 27th Payroll (GF)	\$0		\$0		\$0		
43 One-time Capital Outlay	\$0		\$0		\$0		
44 One-time Other	\$0		\$0		\$0		
45 Activity Total							
	\$199,079,000		\$218,000,000		\$18,921,000	9.50%	

BOISE STATE UNIVERSITY

Summary of Salary Changes for FY2019 by Employee Group

			Existing	g Positions					Position A	djustments		Total	
	FY2018	FY2018		Salary Adj			FY2019				FY2019	FY2019	_
Institution/Agency by Group	FTE	Salary Base	Promotion	Perf/Exp/Merit	Equity	Total	Salary Base	% Incr	FTE	Salary	FTE	Salary Base	_ % change
General Education (Approp Only)													
Faculty													
Professor	181.64	\$17,275,508	\$122,972			\$585,961	\$17,861,469	3.4%			181.64	\$17,861,469	
Associate Professor	206.59	\$15,835,390	\$143,250	\$447,539		\$590,789	\$16,426,179	3.7%			206.59	\$16,426,179	
Assistant Professor	172.72	\$12,289,379	\$0	\$365,564		\$365,564	\$12,654,943	3.0%			172.72	\$12,654,943	3.0%
Instr/Lect	137.24	\$6,668,945	\$0	\$178,839		\$178,839	\$6,847,784	2.7%			137.24	\$6,847,784	2.7%
Part-Time Instructor	0.00	\$7,000,000			\$9,350	\$9,350	\$7,009,350	0.1%	4.00	\$514,128	4.00	\$7,523,478	
Total Faculty	698.19	\$59,069,222	\$266,222	\$1,454,930	\$9,350	\$1,730,502	\$60,799,724	2.9%	4.00	\$514,128	702.19	\$61,313,852	
Executive/Administrative	43.94	\$7,294,267		\$234,807	,	\$234,807	\$7,529,074	3.2%	4.06	\$748,678	48.00	\$8,277,752	
Managerial/Professional	543.06	\$33,092,600		\$983,382	\$49,582	\$1,032,963	\$34,125,563	3.1%	24.38	\$2,199,174	567.44	\$36,324,737	
Classified	359.34	\$11,685,826		\$327,862	\$36,683	\$364,545	\$12,050,371	3.1%	-14.08	(\$442,555)	345.26	\$11,607,816	
Student/Teaching Assistant	0.00	\$4,888,758		Ψ021,002	ψου,σου	\$0	\$4,888,758	0.0%	11.00	\$656,343	0.00	\$5,545,101	13.4%
Irregular Help	0.00	\$4,779,785		\$60,812		\$60,812	\$4,840,597	1.3%		\$1,289,180	0.00	\$6,129,777	28.2%
Total	1,644.53	\$120,810,458	\$266,222	\$3,061,793	\$95,615	\$3,423,629	\$124,234,087	2.8%	18.36	\$4,964,948	1,662.89	\$129,199,035	
i Otal	1,044.00	Ψ120,010, 1 30	Ψ200,222	Ψ3,001,733	Ψ30,010	Ψ0,+20,029	Ψ124,204,007	2.070	10.30	Ψ+,30+,3+0	1,002.03	Ψ129,199,000	0.370
Idaho Small Business Developme	nt Contor												
Faculty	in ocinci												
Professor						\$0	\$0	0.0%					
Associate Professor						\$0 \$0	\$0 \$0	0.0%					
Assistant Professor						\$0	\$0	0.0%					
Instr/Lect						\$0	\$0	0.0%					
Part-Time Instructor						\$0	\$0	0.0%					
Total Faculty		\$0	\$0	\$0	\$0	\$0	\$0	0.0%					_
Executive/Administrative		ΨΟ	ΨΟ	ΨΟ	ΨΟ	\$0	\$0	0.0%					_
Managerial/Professional	1.87	\$129,883		\$1,179	\$0	\$1,179	\$131,062	0.9%	0.00	\$6,497	1.87	\$137,559	a
Classified	1.07	Ψ120,000		Ψ1,170	ΨΟ	\$0	\$0	0.0%	0.00	ψο, το τ	1.07	φ101,000	•
Student/Teaching Assistant						\$0	\$0	0.0%					
Irregular Help	0.00	\$398,445				ΨΟ	\$398,445	0.070			0.00	\$398,44	5
Total	0.59	\$353,034	\$0	\$0	\$0	\$0	\$529,507	0.0%	0.00	\$6,497	1.87	\$536,004	1
. 5.55.	0.00		Ψ.	Ψ.	Ψ.	Ψ.	ψοΞο,σοι.		0.00	40,.0.		\	≒
TechHelp													
Faculty													
Professor						\$0	\$0	0.0%					
Associate Professor						\$0	\$0	0.0%					
Assistant Professor						\$0	\$0	0.0%					
Instr/Lect						\$0	\$0	0.0%					
Part-Time Instructor						\$0	\$0	0.0%					
Total Faculty			\$0	\$0	\$0	\$0	\$0	0.0%					_
Executive/Administrative			Ψ.	Ψ.	Ψ.	\$0	\$0	0.0%					_
Managerial/Professional	1.98	\$141,883		\$3,966		\$3,966	\$145,849	2.8%	-0.03	-\$943	1.95	\$144,906	3
Classified		ψ,000		ψο,σου		ψ0,000	\$0	0.0%	0.00	Ψ0 10	1.50	ψ,ου	•
Student/Teaching Assistant							\$0	0.0%					
Irregular Help						\$0	\$0	2.070		\$135,400		\$135,400)
Total	1.98	\$141,883	\$0	\$0	\$0	\$0	\$145,849	0.0%	-0.03	\$134,457	1.95	\$280,300	
•		+ , 	40	4.0	40	Ψ.	Ţ · · · · , · · ·			Ţ · · · · · · ·		+	=

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IDAHO STATE UNIVERSITY FY2019 BUDGET OVERVIEW Appropriated Funds

In this budget cycle, Idaho State University utilized the Institutional Effectiveness and Assessment Council (IEAC) to facilitate key budget discussions, deliberations, and recommendations. The IEAC Steering Committee serves in an advisory role, reporting to the President. The IEAC is chaired by the Executive Vice President and Provost and is comprised of representatives across campus representing administration, faculty, staff, and students.

The Board-approved 3.5% undergraduate resident tuition and fee increase reflected in this budget is ISU's fourth lowest increase in thirty years.

The FY2019 General Education operating budget totaling \$145,669,400 represents an increase of 0.07% over FY2018. An overview of the FY2019 state appropriated budget is provided as follows:

FY2019 Base Operating Budget	\$144,925,500
Adjustments to Base from State Funds Personnel Benefits Risk Management / Controller's Fees Change in Employee Compensation Enrollment Workload Adjustment State Endowment Adjustments Clinical Psychopharmacology	-1,148,300 89,200 1,896,700 570,700 95,900 658,600
Occupancy Costs NET INCREASE IN BASE STATE FUNDING	<u>1,356,100</u> \$3,518,900
Change in Student Tuition and Fees	-\$3,558,100
One-time Funding	\$783,100
FY2019 Operating Budget	\$145,669,400

State General appropriations increased by \$2,772,100 in both permanent and one-time funding, representing a 3.6% increase. State Endowment appropriations increased by \$129,800, or 3.6%, from their FY2018 funding levels. Budgeted revenue generated by student tuition is estimated to decrease by -\$3,558,100, or -5.6%, primarily due to a continuing decline in international student enrollment. Through state appropriations, institutional reallocations and adjustments, student tuition and fee revenue, and reserves, funding will be provided for facility occupancy costs, Athletics, the creation of a new clinical psychopharmacology program, safety and security investments, graduate and teaching assistant waivers, and the 3% Change in Employee Compensation.

The FY2019 budget has a deficit of approximately -\$2,095,400 representing 3.5% of estimated student tuition and fee revenue. In order to remain competitive and be sensitive to parent and student concerns regarding the cost of tuition, the institution's proposed and approved 3.5% undergraduate resident tuition and fee increase will not be sufficient to cover funding for institutional priorities when combined with enrollment challenges. As a result, Idaho State will fund this budget deficit from reserves. Monitoring of the deficit will occur through mechanisms such as use of the quarterly financial measurement system and area reviews.

At the encouragement of the Legislature, ISU will continue to invest in its employees. The compensation plan for FY2019 includes a performance increase with a 3% merit pool to provide faster salary advancement for higher performers in accordance with guidance from DFM and DHR. Classified minimum salaries will continue to be maintained at 75% of Policy in the State's FY2019 pay structure. The classified minimum hourly rate for benefitted positions will be raised to \$10.30, which is 3% above the federal poverty rate for a family of three. Further, limited equity adjustments will be considered to address compensation issues based on race, gender, and ethnicity.

Idaho State has continued its restraint on student tuition and fee increases while making investments, reallocating resources to support growth, and creating incentives to increase enrollment. The institution will continue to maintain and enhance student support, actively develop and grow sponsored research, address key infrastructure and deferred maintenance needs, focus on compensation equity, and maintain affordability for students. Reserves will be used to aid in the continuing rebalancing of our financial posture, which is essential for improving student opportunities and increasing access to a high-quality education.

IDAHO STATE UNIVERSITY

Budget Distribution by Activity and Expense Class July 1, 2018 - June 30, 2019 Appropriated Funds

		FY2018 Original Budget		FY2019 Origina	al Budget	Changes Prior Ye	
	_	Amount	% of Total	Amount	% of Total	Amount	% Chge
	enue by Source						
	State General Account - ongoing	\$76,411,300	52.98%	\$79,800,400	55.58%	\$3,389,100	4.44%
	State General Account - one time	639,000	0.44%	22,000	0.02%	(617,000)	-96.56%
	State Endowments	3,609,600	2.50%	3,739,400	2.60%	129,800	3.60%
	Millennium Fund/Economic Recovery	62 570 200	0.00%	60.012.200	0.00%	(2 559 100)	0.00%
	Student Tuition and Fees Total Operating Revenues	63,570,300 \$144,230,200	44.08% 100.00%	\$143,574,000	41.80% 100.00%	(3,558,100) (\$656,200)	-5.60% -0.45%
U	Total Operating Nevertues	Ψ144,200,200	100.0070	ψ140,074,000	100.0070	(\$000,200)	-0.4070
•	enses						
	By Function:	*** ***	40.000/	400 400 000	40 -004	4440 700	0.400/
7	Instruction	\$68,008,299	46.93%	\$68,128,029	46.78%	\$119,730	0.18%
8	Research	5,318,179	3.67%	5,523,167	3.79% 0.00%	204,988	3.85% 0.00%
9	Public Service	0	0.00%	6.039.074		(22.207)	-0.37%
10 11	Library Student Services	6,061,271 7,930,086	4.18% 5.47%	6,038,974 7,971,822	4.15% 5.47%	(22,297) 41,736	-0.57 % 0.53 %
12	Student Services Student Financial Aid	5,449,738	3.76%	5,447,750	3.74%	(1,988)	-0.04%
13	Physical Plant	20,232,802	13.96%	20,103,266	13.80%	(129,536)	-0.64%
14	Institutional Support	15,735,521	10.86%	16,135,507	11.08%	399,986	2.54%
15	Academic Support	12,246,333	8.45%	12,242,643	8.41%	(3,690)	-0.03%
16	Auxiliaries	0	0.00%	0	0.00%	0	0.00%
17	Athletics	3,943,300	2.72%	4,056,200	2.78%	112,900	2.86%
18 7	Total Bdgt by Function	\$144,925,529	100.00%	\$145,647,358	100.00%	\$721,829	0.50%
10 I	By Expense Class:						
20	Personnel Costs:						
21	Salaries:						
22	Faculty	\$38,653,063	26.67%	\$39,605,638	27.19%	\$952,575	2.46%
23	Executive/Admin	5,298,471	3.66%	5,611,414	3.85%	312,943	5.91%
24	Managerial/Prof	18,547,069	12.80%	19,373,467	13.30%	826,398	4.46%
25	Classified	12,714,385	8.77%	13,059,343	8.97%	344,958	2.71%
26	Grad Assist	2,525,325	1.74%	2,601,810	1.79%	76,485	3.03%
27	Irregular Help	4,529,555	3.13%	4,118,100	2.83%	(411,455)	-9.08%
28	Total Salaries	\$82,267,868	56.77%	\$84,369,772	57.93%	\$2,101,904	2.55%
29	Personnel Benefits	32,289,393	22.28%	31,173,780	21.40%	(1,115,613)	-3.46%
30	Total Pers Costs	\$114,557,261	79.05%	\$115,543,552	79.33%	\$986,291	0.86%
31	Operating Expense:						
32	Travel	\$831,214	0.57%	\$845,803	0.58%	14,589	1.76%
33	Utilities	4,021,025	2.77%	4,021,026	2.76%	1	0.00%
34	Insurance	757,989	0.52%	757,989	0.52%	0	0.00%
35	Other Oper. Exp	21,061,027	14.53%	20,774,975	14.26%	(286,052)	-1.36%
36	Total Oper. Exp	\$26,671,255	18.40%	\$26,399,793	18.13%	(\$271,462)	-1.02%
37	Capital Outlay:						
38	Depart Equipment	\$620,355	0.43%	\$627,355	0.43%	7,000	1.13%
39	Library Acquisitions	3,076,658	2.12%	3,076,658	2.11%	0	0.00%
40	Total Cap Outlay	\$3,697,013	2.55%	\$3,704,013	2.54%	\$7,000	0.19%
41 7	Tot Bdgt by Exp Class	\$144,925,529	100.00%	\$145,647,358	100.00%	\$721,829	0.50%
42	One-time 27th Payroll (GF)	\$0		\$0		0	
43	One-time Capital Outlay	\$484,000		\$22,000		(462,000)	
44	One-time Other	\$155,000		\$0		(155,000)	
45 <i>I</i>	Activity Total =	\$145,564,529		\$145,669,358		\$104,829	0.07%
46 1	TOTAL FTE POSITIONS	1,215.78		1,235.39		19.61	1.61%
47	Budget Deficit - reserve funds	(\$1,334,329)		(\$2,095,358)			

IDAHO STATE UNIVERSITY

Summary of Salary Changes for FY2019 by Employee Group

	Existing Positons								Position Adjustments			Total	
•		FY2018		Sal	ary Adjustmen	ts	FY2019					FY2019	
Institution/Agency by Group	FTE	Salary Base	Promotion	Perf/Exp	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary	
General Education												<u> </u>	
Faculty	492.67	34,748,231.83	213,013.07	852,510.82		1,065,523.89	35,813,755.72	3.07	6.73	544,037.20	499.40	\$36,357,792.92	
Adjunct Faculty	0.00	3,904,830.70				0.00	3,904,830.70	0.00	0.00	-656,985.58	0.00	\$3,247,845.12	
Executive/Administrative	32.80	5,298,471.46		128,728.91		128,728.91	5,427,200.37	2.43	0.62	184,213.83	33.42	\$5,611,414.20	
Managerial/Professional	288.24	18,547,069.05		479,595.26		479,595.26	19,026,664.31	2.59	9.24	346,802.94	297.48	\$19,373,467.25	
Classified	402.07	12,714,384.47		425,731.52		425,731.52	13,140,115.99	3.35	3.02	-80,773.62	405.09	\$13,059,342.37	
Teaching Assistant	0.00	2,525,325.36		76,484.88		76,484.88	2,601,810.24	3.03	0.00	0.00	0.00	\$2,601,810.24	
Irregular Salaries	0.00	4,529,555.14				0.00	4,529,555.14	0.00	0.00	-411,455.68	0.00	\$4,118,099.46	
Total	1,215.78	\$82,267,868.01	\$213,013.07	\$1,963,051.39	\$0.00	\$2,176,064.46	\$84,443,932.47	2.65	19.61	-\$74,160.91	1,235.39	\$84,369,771.56	
Idaho Dental Education Program													
Faculty	2.00	128,315.20		1,456.00		1,456.00	129,771.20	1.13	0.00	0.00	2.00	\$129,771.20	
Adjunct Faculty	0.00	60.523.81		1,430.00		0.00	60,523.81	0.00	0.00	7,774.62	0.00	\$68,298.43	
Executive/Administrative	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00	\$0.00	
Managerial/Professional	1.25	111,870.91		3,625.94		3,625.94	115.496.85	3.24	0.00	0.00	1.25	\$115,496.85	
Classified	0.00	0.00		3,023.94		0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	
Teaching Assistant	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00	\$0.00	
Irregular Salaries	0.00	26,978.18				0.00	26,978.18	N/A N/A	0.00	0.00	0.00	\$26,978.18	
Total	3.25	\$327,688.10	\$0.00	\$5,081.94	\$0.00	\$5,081.94	\$332,770.04	1.55	0.00	\$7,774.62	3.25	\$340,544.66	
i otai	0.20	Ψ321,000.10	ψ0.00	Ψ5,001.34	Ψ0.00	Ψ5,001.34	ψ332,770.04	1.00	0.00	Ψ1,114.02	3.23	ψ0+0,0++.00	
Idaho Museum of Natural Hist													
Faculty	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00	\$0.00	
Adjunct Faculty	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00	\$0.00	
Executive/Administrative	0.50	63,790.16		1,920.01		1,920.01	65,710.17	3.01	-0.01	121.54	0.49	\$65,831.71	
Managerial/Professional	6.21	284,196.78		7,144.84		7,144.84	291,341.62	2.51	0.20	3,915.68	6.41	\$295,257.30	
Classified	1.21	41,397.28		1,164.80		1,164.80	42,562.08	2.81	-0.21	-5,766.88	1.00	\$36,795.20	
Teaching Assistant	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00	\$0.00	
Irregular Salaries	0.00	21,025.99				0.00	21,025.99	N/A	0.00	4,358.18	0.00	\$25,384.17	
Total	7.92	\$410,410.21	\$0.00	\$10,229.65	\$0.00	\$10,229.65	\$420,639.86	2.49	-0.02	\$2,628.52	7.90	\$423,268.38	
Family Medicine Residency													
Faculty	0.38	77,634.21		2,101.12		2,101.12	79,735.33	2.71	1.01	181,960.60	1.39	\$261,695.93	
Adjunct Faculty	0.00	12,650.20				0.00	12,650.20		0.00	-12,599.71	0.00	\$50.49	
Executive/Administrative	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00	\$0.00	
Managerial/Professional	4.42	600,409.85		9,158.48		9,158.48	609,568.33	1.53	1.99	24,441.25	6.41	\$634,009.58	
Classified	2.00	68,494.40		2,683.20		2,683.20	71,177.60	3.92	0.00	0.00	2.00	\$71,177.60	
Teaching Assistant	0.00	0.00		,		0.00	0.00	N/A	0.00	0.00	0.00	\$0.00	
Irregular Salaries	0.00	0.00				0.00	0.00	N/A	0.00	0.00	0.00	\$0.00	
Total	6.80	\$759,188.66	\$0.00	\$13,942.80	\$0.00	\$13,942.80	\$773,131.46	1.84	3.00	\$193,802.14	9.80	\$966,933.60	

Note: Family Medicine Residency (FMR) includes an additional 3.0 FTE for the Pharmacy Residency and the FMR Resident Funding Enhancement appropriations in FY2019. Due to an error in how the appropriations were structured, the 3.0 FTE were not included and authorized in the FMR appropriation. As a result, DFM has proposed that the Governor add the 3.0 FTE now pursuant to the authority granted to the Governor in addition to transferring appropriation for Family Medicine Residency that was placed in the Trustee and Benefit Payments object code in error to the Personnel Costs object code through an FY2019 supplemental appropriation.

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University of Idaho FY2019 Budget Overview Appropriated Funds

The FY2019 General Education operating budget totals \$180,200,000 with \$177,873,800 in permanent base funding and \$2,326,200 in one-time funding. Key funding from the state includes:

- Salary Increases (CEC): \$2,148,800
 - This amount covers only a portion of the CEC cost (salaries and benefits) for regular employees paid on General Education, leaving \$1.8M to be covered from other sources, primarily student tuition.
- Benefit Funding: \$1,226,200 One-Time (net zero impact to total state funding)
 - This funding offsets a base reduction in the same amount and was provided in recognition of the University of Idaho not being on the state's benefit plan and therefore not able to realize the benefit savings related to that plan.

Overall the base state general fund appropriation for the University of Idaho is increasing from \$90,690,500 in FY2018 to \$91,500,700 in FY2019, an increase of \$810,200 or 0.9%.

The Board approved an overall undergraduate resident student tuition and fee increase of 5.0% or \$376 per academic year. The student leadership once again provided key support for the operating budget by limiting the student activity fee increase for the coming year to 3.9% or \$41.92 per academic year. These increases focused both on maintenance of current operations, including Change in Employee Compensation (CEC) and benefit rate changes, and investment in programs and services for the following areas:

- Campus Recreation
- Counseling and Testing Center
- Intercollegiate Athletics
- LGBTQA
- Native American Center
- Office of Multicultural Affairs
- Outdoor Programs
- Spirit Squad

- Student Alumni Relations Board
- Student Athlete Support Services
- Student Government
- Tutoring and College Success
- Undergraduate Research Office
- Women's Center
- Veteran & Military Family Services (new fee)

This relatively small increase to the activity fees allowed the majority of the student tuition and fee increase to go to tuition, which is the primary source of flexible dollars to meet the institution's key operating budget needs. There was no increase to the technology or facility fees for FY19.

The Board approved a professional fee increase for the College of Law as well as program fee increases for the MOSS Environmental Education Graduate programs. These increases will enable these programs to sustain quality and further invest in student success.

The University continues to focus on ensuring that all university resources are used in an effective manner to meet the strategic priorities of the university. Within the General Education budget a primary focus continued to be the implementation of our market based compensation system which is a critical need for the university as we try to compete for the best faculty and staff on the behalf of our students. This effort included internally reallocating approximately \$2.3M to Teaching Assistants which are an important component of meeting our enrollment and research goals stated in the strategic plan and, much like faculty and staff, had fallen out of step with the market in terms of compensation.

We believe the budget you see here will provide a sound base from which to grow an effective and efficient institution that can continue to meet its key roles in education, research and outreach.

UNIVERSITY OF IDAHO

Budget Distribution by Activity and Expense Class July 1, 2018 - June 30, 2019 Appropriated Funds

		FY2018 Origin	FY2018 Original Budget		al Budget	Changes from Prior Year		
	-	Amount	% of Total	Amount	% of Total	Amount	% Chge	
	nue by Source							
	State General Account - ongoing	\$90,696,100	51.56%	\$91,500,700	50.78%	\$804,600	0.89%	
	State General Account - one time	735,000	0.42%	1,226,200	0.68%	491,200	66.83%	
	State Endowments	10,099,200	5.74%	10,498,800	5.83%	399,600	3.96%	
	/lillennium Fund/Economic Recovery	,	0.00%	1,100,000	0.61%	1,100,000	0.00%	
	Student Tuition and Fees	74,369,700	42.28%	75,874,300	42.11%	1,504,600	2.02%	
6 1	otal Operating Revenues	\$175,900,000	100.00%	\$180,200,000	100.00%	\$4,300,000	2.44%	
Expe	nses By Function:							
7	Instruction	\$72,034,153	41.12%	\$73,577,902	41.37%	\$1,543,749	2.14%	
8	Research	9,216,196	5.26%	9,626,555	5.41%	410,359	4.45%	
9	Public Service	181,626	0.10%	159,688	0.09%	(21,938)	-12.08%	
10	Library	10,208,012	5.83%	10,312,580	5.80%	104,568	1.02%	
11	Student Services	9,954,196	5.68%	10,449,956	5.87%	495,760	4.98%	
12	Student Financial Aid	575,944	0.33%	575,944	0.32%	0	0.00%	
13	Physical Plant	24,235,758	13.84%	24,616,597	13.84%	380,839	1.57%	
14	Institutional Support	32,345,602	18.47%	31,902,160	17.94%	(443,442)	-1.37%	
15	Academic Support	12,061,513	6.89%	12,175,818	6.85%	114,305	0.95%	
16	Auxiliaries		0.00%		0.00%	0	0.00%	
17	Athletics	4,352,000	2.48%	4,476,600	2.52%	124,600	2.86%	
18 T	otal Bdgt by Function	\$175,165,000	100.00%	\$177,873,800	100.00%	\$2,708,800	1.55%	
10 5	Py Evnance Class							
20	By Expense Class: Personnel Costs:							
21	Salaries:							
22	Faculty	\$50,145,288	28.63%	\$51,087,500	28.72%	\$942,212	1.88%	
23	Executive/Admin	6,413,079	3.66%	6,875,164	3.87%	462,085	7.21%	
24	Managerial/Prof	21,168,487	12.08%	26,390,724	14.84%	5,222,237	24.67%	
25	Classified	23,707,837	13.53%	21,110,622	11.87%	(2,597,215)	-10.96%	
26	Grad Assist	3,408,334	1.95%	5,795,755	3.26%	2,387,421	70.05%	
27	Irregular Help	1,536,774	0.88%	1,349,523	0.76%	(187,251)	-12.18%	
28	Total Salaries	\$106,379,799	60.73%	\$112,609,288	63.31%	\$6,229,489	5.86%	
29	Personnel Benefits	29,766,303	16.99%	29,283,926	16.46%	(482,377)	-1.62%	
30	Total Pers Costs	\$136,146,102	77.72%	\$141,893,214	79.77%	\$5,747,112	4.22%	
31	Operating Expense:							
32	Travel	\$802,260	0.46%	\$844,305	0.47%	42,045	5.24%	
33	Utilities & Debt Service	5,553,848	3.17%	5,835,038	3.28%	281,190	5.06%	
34	Insurance	1,308,662	0.75%	1,320,131	0.74%	11,469	0.88%	
35	Other Oper. Exp	24,551,169	14.02%	21,428,144	12.05%	(3,123,025)	-12.72%	
36	Total Oper. Exp	\$32,215,939	18.39%	\$29,427,618	16.54%	(\$2,788,321)	-8.66%	
37	Capital Outlay:							
38	Depart Equipment	\$800,904	0.46%	\$622,440	0.35%	(178,464)	-22.28%	
39	Library Acquisitions	6,002,055	3.43%	5,930,528	3.33%	(71,527)	-1.19%	
40	Total Cap Outlay	\$6,802,959	3.88%	\$6,552,968	3.68%	(\$249,991)	-3.67%	
41 T	ot Bdgt by Exp Class	\$175,165,000	100.00%	\$177,873,800	100.00%	\$2,708,800	1.55%	
42	One-time 27th Payroll (GF)	\$0		\$0		\$0		
43	One-time Capital Outlay	\$735,000		\$2,326,200		\$1,591,200		
44	One-time Other	\$0		\$0		\$0		
45 A	Activity Total	\$175,900,000		\$180,200,000		\$4,300,000	2.44%	
4 6 T	OTAL FTE POSITIONS	1,445.34		1,488.08		42.74	2.96%	
+0 I	O IALI ILI GOITIGIO	1,440.04		1,400.00		74.17	2.30 /0	

UNIVERSITY OF IDAHO

Summary of Salary Changes for FY2019 by Employee Group

	EV2010	8 Budget Book				Annual Sala	n, E	Process					,	r Changes and n Adjustments	_	Y2019 Budget B	nok
	FIZUIO	b Budget Book											FUSITIO	n Aujustinents		12019 Buuget B	UK
				Salary Adjustments				FY2019									
							Α	cross the									
Institution/Agency by Group	FTE	Salary Base	Promotion	Merit	Е	quity/Other		Board	Total		Salary	% Incr	FTE	Salary Base	FTE	Salary	% Incr
General Education (U1)																	_
Faculty																	
Professor	154.05	\$ 15,621,774.00	\$ 59,519.00	\$ 470,136.92	\$	- \$	\$	-	\$ 529,655.92	\$	16,151,429.92	3.39%	(4.26)	\$ (144,112.92)	149.79	\$ 16,007,317.	00 2.47%
Associate Professor	164.12	13,168,439.00	88,492.00	452,510.63		-		-	541,002.63		13,709,441.63	4.11%	2.42	457,774.37	166.54	14,167,216.	00 7.58%
Assistant Professor	118.42	8,361,824.00	-	270,075.77		-		-	270,075.77		8,631,899.77	3.23%	20.01	1,624,302.23	138.43	10,256,202.	00 22.66%
Other	123.92	12,993,251.00	1,884.00	133,142.95		-		-	135,026.95		13,128,277.95	1.04%	(14.40)	(2,471,512.95)	109.52	10,656,765.	00 -17.98%
Total Faculty	560.51	\$ 50,145,288.00	\$ 149,895.00	\$ 1,325,866.27	\$	- \$	\$	_	\$ 1,475,761.27	\$	51,621,049.27	2.94%	3.77	\$ (533,549.27)	564.28	\$ 51,087,500.	00 1.88%
Executive/Administrative	36.82	6,413,079.00	-	176,670.73		-		_	176,670.73		6,589,749.73	2.75%	2.16	285,414.27	38.98	6,875,164.	00 7.21%
Managerial/Professional	291.25	21,168,487.00	-	958,653.21		-		-	958,653.21		22,127,140.21	4.53%	79.04	4,263,583.79	370.29	26,390,724.	00 24.67%
Classified	556.76	23,707,837.00	-	754,871.05		-		-	754,871.05		24,462,708.05	3.18%	(42.23)	(3,352,086.05)	514.53	21,110,622.	00 -10.96%
Teaching Assistant	-	3,408,334.00	-	-		102,250.00		-	102,250.00		3,510,584.00	3.00%	-	2,285,171.00	-	5,795,755.	00 70.05%
Irregular Help	-	1,536,774.00	-	-		-		-	-		1,536,774.00	0.00%	-	(187,251.00)	-	1,349,523.	00 -12.18%
Total	1,445.34	\$ 106,379,799.00	\$ 149,895.00	\$ 3,216,061.26	\$	102,250.00 \$	\$	-	\$ 3,468,206.26	\$ 1	109,848,005.26	3.26%	42.74	\$ 2,761,282.74	1,488.08	\$ 112,609,288.	00 5.86%

LEWIS-CLARK STATE COLLEGE FY2019 BUDGET OVERVIEW Appropriated Funds

2019 State Budget Overview

FY 2018 Base Operating Budget (excl. one-time)	\$35,115,000
Adjustments to Base from State Funds Personnel Benefits (Health Insurance Costs + Variables) Risk Management / Controller's Fees CEC 3% + Move to Minimum Enrollment Workload Adjustment LCSC Access & Completion Normal School Endowment Fund Adjustment	(\$256,800) \$17,800 \$362,300 (\$75,700) \$180,400 \$73,800
NET INCREASE IN BASE STATE FUNDING	\$301,800
Increases from Student Tuition and Fees	\$213,200
FY 2019 Base Budget (excl. one-time)	<u>\$35,630,000</u>
One-time Funds	\$6,000
FY 2019 Operating Budget	<u>\$35,636,000</u>
FY 2019 Operating Budget Increase Over Previous Year	\$179,600
FY 2019 Base Budget (excl. one-time)	<u>\$35,630,000</u>
General Fund (48.2%)	\$17,180,300
Normal School Endowment (6.2%) Tuition (45.7%)	\$2,205,000 \$16,244,700

The FY2019 General Education operating budget totaling \$35,636,000 represents an increase of 0.5% over FY2018. State General appropriations increased by \$228,000 in permanent funding, representing a 1.3% increase. State Endowment appropriations increased \$73,800 from the FY2018 funding level. Budgeted revenue generated by student tuition is estimated to increase by \$213,200 or 1.3%.

The revenue generated from this increase will be used to fund the CEC stipulated by the legislature, faculty promotions, and strategic institutional initiatives.

The following are highlights of the FY 2019 appropriation operating budget:

- LCSC's General Education personnel structure will increase slightly in FY2019, to a total of 364.00 FTP. Our legislative appropriation included funding for two new positions (Social Work faculty (\$77,000) and a Career Counselor \$74,000).
- Salary Competitiveness for Counselors (\$35,400)
- Normal School Endowment (\$73,800) which is offset in the operating budget by an enrollment workload adjustment (-\$75,700)

The following is not reflected in the General Education budget but is included in the operational functions of the College.

- Student leadership supported a \$30 per semester increase to the technology fee. This was the first increase to this fee in several years and will be used to fund inflation on enterprise software and for campus operations. The increase to the technology fees allowed the majority of the student tuition and fee increase to go to tuition, which is the primary source of flexible dollars to meet the institution's key operating budget needs. There was no increase to the facility fee for FY19.
- Career-Technical Education (C.T.E.) allocation for FY2019 (\$4,804,200) provides funding for salary and benefit increases, one new faculty position in Graphic Communications, as well as one-time funds totaling \$64,000 which will be used to address critical equipment needs in the CTE program.

The total revenue sources outlined above (General Fund, Student Fees, Normal School Endowment, and C.T.E. allocated funding) finance LCSC's FY2019 Total General Education and Career-Technical Education operating budget of \$40,504,200. The ensuing schedules speak to the General Education program only, and does not include Career-Technical Education.

LEWIS-CLARK STATE COLLEGE

Budget Distribution by Activity and Expense Class July 1, 2018 - June 30, 2019 Appropriated Funds

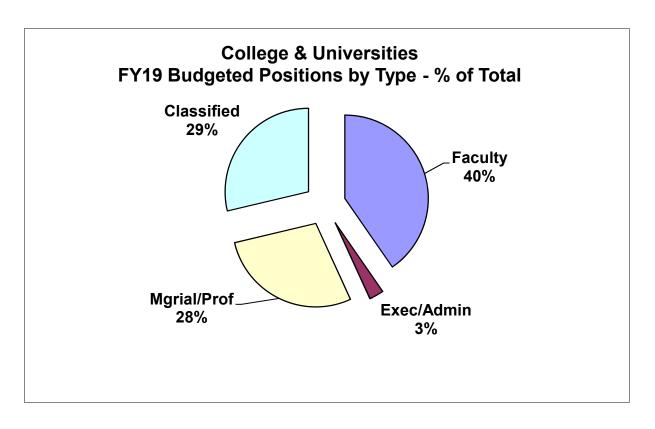
		FY2018 Original Budget FY2019 Origina					
	-	Amount	% of Total	Amount	% of Total	Amount	% Chge
	enue by Source						
	State General Account - ongoing	\$16,952,300	47.81%	\$17,180,300	48.21%	\$228,000	1.34%
	State General Account - one time	341,400	0.96%	6,000	0.02%	(335,400)	-98.24%
	State Endowments	2,131,200	6.01%	2,205,000	6.19%	73,800	3.46%
	Millennium Fund/Economic Recovery	40.004.500	0.00%	40.044.	0.00%	0	0.00%
	Student Tuition and Fees	16,031,500	45.21%	16,244,700	45.59%	213,200	1.33%
6	Total Operating Revenues	\$35,456,400	100.00%	\$35,636,000	100.00%	\$179,600	0.51%
Exp	enses By Function:						
7	Instruction	\$16,548,754	47.13%	\$16,726,156	46.94%	\$177,402	1.07%
8		158,011	0.45%	161,136	0.45%	3,125	1.98%
9		302,100	0.86%	349,845	0.98%	47,745	15.80%
10		1,369,282	3.90%	1,397,577	3.92%	28,295	2.07%
11	Student Services	3,354,186	9.55%	3,998,584	11.22%	644,398	19.21%
12		540,000	1.54%	540,000	1.52%	0	0.00%
13		3,239,866	9.23%	3,247,559	9.11%	7,693	0.24%
14	,	5,550,214	15.81%	5,098,989	14.31%	(451,225)	-8.13%
15		2,832,365	8.07%	2,865,647	8.04%	33,282	1.18%
16		11,400	0.03%	11,400	0.03%	0	0.00%
17	Athletics	1,208,822	3.44%	1,233,108	3.46%	24,286	2.01%
18	Total Bdgt by Function	\$35,115,000	100.00%	\$35,630,000	100.00%	\$515,000	1.47%
19 20 21	By Expense Class: Personnel Costs: Salaries:						
22		\$9,865,940	28.10%	\$10,179,867	28.57%	\$313,927	3.18%
23	•	1,461,233	4.16%	\$1,470,631	4.13%	9,398	0.64%
24	Managerial/Prof	4,973,400	14.16%	\$5,319,102	14.93%	345,702	6.95%
25		3,015,727	8.59%	\$3,093,846	8.68%	78,119	2.59%
26	Grad Assist		0.00%		0.00%	0	0.00%
27	Irregular Help	499,900	1.42%	473,623	1.33%	(26,277)	-5.26%
28		\$19,816,200	56.43%	\$20,537,069	57.64%	\$720,869	3.64%
29	Personnel Benefits	8,828,100	25.14%	8,501,133	23.86%	(326,967)	-3.70%
30	Total Pers Costs	\$28,644,300	81.57%	\$29,038,202	81.50%	\$393,902	1.38%
31	Operating Expense:						
32		\$0	0.00%	\$0	0.00%	0	0.00%
33		888,000	2.53%	888,000	2.49%	0	0.00%
34		202,200	0.58%	199,300	0.56%	(2,900)	-1.43%
35		4,926,500	14.03%	5,050,498	14.17%	123,998	2.52%
36	Total Oper. Exp	\$6,016,700	17.13%	\$6,137,798	17.23%	\$121,098	2.01%
37		***	0.000	***	0.0001	_	2 2 2 2 2
38		\$91,000	0.26%	\$91,000	0.26%	0	0.00%
39 40		363,000 \$454,000	1.03% 1.29%	363,000 \$454,000	1.02% 1.27%	<u> </u>	0.00%
40	Total Cap Outlay	\$454,000 <u></u>	1.2970	\$454,000	1.21 70	ΦΟ	
41	Tot Bdgt by Exp Class	\$35,115,000	100.00%	\$35,630,000	100.00%	\$515,000	1.47%
42	One-time 27th Payroll (GF)	\$0		\$0		0	
43	One-time Capital Outlay	\$341,400		\$6,000		(335,400)	
44	One-time Other	\$0		\$0		0	
45	Activity Total	\$35,456,400		\$35,636,000		\$179,600	0.51%
46	TOTAL FTE POSITIONS	361.25		364.00		2.75	0.76%

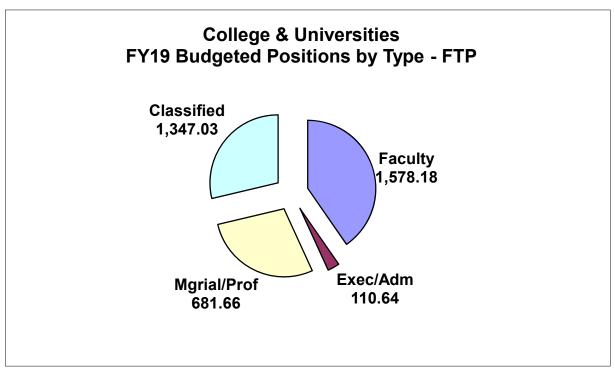
LEWIS-CLARK STATE COLLEGE

Summary of Salary Changes for FY2019 by Employee Group

	Existing Positons									Position Adjustments		Total	
		FY2018		Sal	ary Adjustments		FY2019					FY2019	
Institution/Agency by Group	FTE	Salary Base	Promotion	Merit (CEC)	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary Base	
General Education													
Faculty													
Professor	38.00	2,746,138	19,000	78,493		97,493	2,843,631	3.55	(1.00)	(180,793)	37.00	2,662,838	
Associate Professor	36.00	2,145,512	24,000	70,902		94,902	2,240,414	4.42	4.00	271,691	40.00	2,512,105	
Assistant Professor	49.50	2,549,524		54,150		54,150	2,603,674	2.12	(3.00)	(134,645)	46.50	2,469,029	
Instr/Lect	26.59	1,237,766		26,981		26,981	1,264,747	2.18	1.06	84,148	27.65	1,348,895	
Part-Time Instructor	0.00	1,187,000				0	1,187,000	0.00	0.00	0	0.00	1,187,000	
Total Faculty	150.09	9,865,940	43,000	230,526		273,526	10,139,466	2.77	1.06	40,401	151.15	10,179,867	
Executive/Administrative	13.90	1,461,233		42,522		42,522	1,503,755	2.91	(0.32)	(33,124)	13.58	1,470,631	
Managerial/Professional	97.94	4,973,400	6,000	171,456		177,456	5,150,856	3.57	2.90	168,246	100.84	5,319,102	
Classified	99.32	3,015,727		87,853		87,853	3,103,580	2.91	(0.89)	(9,734)	98.43	3,093,846	
Irregular Help	0.00	499,900				0	499,900	0.00	0.00	(26,277)	0.00	473,623	
Total	361.25	19,816,200	49,000	532,357		581,357	20,397,557	2.93	2.75	139,512	364.00	20,537,069	

BAHR - SECTION II TAB 1 Page 1





COLLEGE & UNIVERSITIES Operating Budget Personnel Costs Summary July 1, 2018 - June 30, 2019

		FY2018 Original Budget				FY2019 Original Budget				
C	Classification	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total	
E	BOISE STATE UNIVERSITY									
1	Faculty	698.19	\$59,069,222	\$21,372,886	\$80,442,108	702.19	\$61,313,853	\$21,007,371	\$82,321,224	
2	Executive/Administrative	43.94	7,294,267	\$2,138,510	9,432,777	48.00	8,277,752	\$2,290,906	10,568,658	
3	Managerial/Professional	543.06	33,092,600	\$14,038,652	47,131,252	567.44	36,324,737	\$14,209,811	50,534,548	
4	Classified	359.34	11,685,826	\$7,122,343	18,808,169	345.26	11,607,816	\$5,985,961	17,593,777	
5	Irregular Help		4,779,785	1,027,654	5,807,439		6,129,777	\$551,680	6,681,457	
6	Graduate Assistants		4,888,758	195,550	5,084,308		5,545,101	221,804	5,766,905	
7	TOTAL	1,644.53	\$120,810,458	\$45,895,595	\$166,706,053	1,662.89	\$129,199,036	\$44,267,533	\$173,466,569	
8	•			Number of New	Positions	18.36				
9										
10										
11 II	DAHO STATE UNIVERSITY									
12	Faculty	492.67	\$38,653,063	\$ 14,435,203	\$53,088,266	499.40	\$39,605,638	\$ 13,974,811	\$53,580,449	
13	Executive/Administrative	32.80	5,298,471	1,527,773	6,826,244	33.42	5,611,414	1,549,391	7,160,805	
14	Managerial/Professional	288.24	18,547,069	7,676,628	26,223,697	297.48	19,373,467	7,532,696	26,906,163	
15	Classified	402.07	12,714,385	8,245,417	20,959,802	405.09	13,059,343	7,746,769	20,806,112	
16	Irregular Help		4,529,555	389,977	4,919,532		4,118,100	356,968	4,475,068	
17	Graduate Assistants		2,525,325	14,395	2,539,720		2,601,810	13,144	2,614,954	
18	TOTAL	1,215.78	\$82,267,868		\$114,557,261	1,235.39	\$84,369,772	\$31,173,780	\$115,543,552	
19		1,210110	402,201,000	Number of New		19.61	ψο 1,000,112	ψοι,ο,ου	ψ1.0,010,00 <u>2</u>	
20				Trainber of Ivew	1 03110113	10.01				
21										
	JNIVERSITY OF IDAHO									
23	Faculty	560.51	\$50,145,288	\$12,987,634	\$63,132,922	564.28	\$51,087,500	\$13,538,187	\$64,625,687	
24	Executive/Administrative	36.82	6,413,079	1,816,109	8,229,188	38.98	6,875,164	1,978,875	8,854,039	
25	Managerial/Professional	291.25	21,168,487	6,943,265	28,111,752	370.29	26,390,724	6,409,130	32,799,854	
26	Classified	556.76	23,707,837	7,776,170	31,484,007	514.53	21,110,622	6,987,616	28,098,238	
27	Irregular Help	330.70	1,536,774	161,328	1,698,102	314.33	1,349,523	149,879	1,499,402	
28	Graduate Assistants		3,408,334	81,797	3,490,131		5,795,755	220.239	6.015.994	
29	TOTAL	1,445.34	\$106,379,799		\$136,146,102	1,488.08	\$112,609,288		\$141,893,214	
	TOTAL	1,443.34	\$100,379,799	Number of New	·	42.74	\$112,009,200	\$29,200,920	\$141,093,214	
30				number of New	Positions	42.74				
31 32										
	EWIS CLARK STATE COLLEGE	_								
34		<u> </u>	\$9,865,940	¢2 004 220	¢12 057 260	151 15	¢10 170 067	¢2 750 054	¢12 020 710	
	Faculty			\$3,991,320	\$13,857,260	151.15	\$10,179,867	\$3,758,851	\$13,938,718	
35	Executive/Administrative	13.90	1,461,233	485,880	1,947,113	13.58	1,470,631	465,716	1,936,347	
36	Managerial/Professional	97.94	4,973,400	2,339,379	7,312,779	100.84	5,319,102	2,397,979	7,717,081	
37	Classified	99.32	3,015,727	1,971,940	4,987,667	98.43	3,093,846	1,837,382	4,931,228	
38	Irregular Help		499,900	39,581	539,481		473,623	41,205	514,828	
39	Graduate Assistants	204.05	0	CO 000 400	0	204.00	0	CO FOA 400	0	
40	TOTAL	361.25	\$19,816,200	\$8,828,100	\$28,644,300	364.00	\$20,537,069	\$8,501,133	\$29,038,202	
41				Number of New	Positions	2.75				
42										
43										
	OTAL COLLEGE & UNIVERSITI									
45	Faculty		\$157,733,513	\$52,787,043	. , ,		\$162,186,858	\$52,279,220	\$214,466,078	
46	Exec/Admin	127.46	20,467,050	5,968,272	26,435,322	133.98	22,234,961	6,284,888	28,519,849	
47	Mgrial/Prof	1,220.49	77,781,556	30,997,924	108,779,480	1,336.05	87,408,030	30,549,616	117,957,646	
48	Classified	1,417.49	51,123,775	25,115,870	76,239,645	1,363.31	48,871,627	22,557,728	71,429,355	
49	Irregular Help	0.00	11,346,014	1,618,540	12,964,554	0.00	12,071,023	1,099,732	13,170,755	
50	Graduate Assistants	0.00	10,822,417	291,742	11,114,159	0.00	13,942,666	455,187	14,397,853	
51	TOTAL	4,666.90	\$329,274,325		\$446,053,716	4,750.36	\$346,715,165	\$113,226,372	\$459,941,537	
52				Number of New	Positions	83.46				

IDAHO CAREER TECHNICAL EDUCATION FY 2019 POSTSECONDARY BUDGET OVERVIEW Appropriated Funds

Funds are appropriated to Idaho Career Technical Education for career & technical education programs and services. The State Board of Education approved the allocation of the appropriation for postsecondary career & technical education at its April 18-19, 2018 meeting. Idaho Career & Technical Education requests approval of the FY2019 Operating Budget for the Postsecondary Career & Technical Education System.

The allocation and reallocation of funds for the FY2019 Postsecondary Career & Technical Education System is based on the Strategic Plan for Career Technical Education in Idaho, as well as Board and Legislative Intent.

The FY2019 postsecondary budget reflects an overall increase in the budget of \$399,621 or 0.87%. The increase includes \$1.6 million in funds for capacity expansion of 13 specific programs at the 6 Postsecondary technical colleges as well as \$989,200 to fund a 3% CEC.

This budget was also decreased by \$1.1 million in funds that transferred to College of Eastern Idaho's community college budget with their transition from Eastern Idaho Technical College to College of Eastern Idaho.

The following schedules are provided for review:

Operating Budget Distribution by Activity and Expense Standard Class Attachment 22 Operating Budget Personnel Costs Summary Attachment 23

1 **Postsecondary Career & Technical Education System** 2 3 Operating Budget Distribution by Activity and Expense Standard Class 4 5 July 1, 2018 - June 30, 2019 6 7 Change 8 Original from Percent Original Percent Percent 9 FY2018 of Total FY2019 of Total Prior Year Change 10 By Activity: 11 12 Instruction 44,133,963 96.13% 45,482,724 98.21% 1,348,761 3.06% Plant Maintenance & Operations 0.64% 13 963,516 2.10% 296,076 (667,440)-69.27% 14 One-Time Funds 815,500 1.78% 533,800 1.15% (281,700)-34.54% 15 16 **Total Operating Budget** 45,912,979 100.00% 46,312,600 100.00% 399,621 0.87% 17 18 45,912,979 100.00% 100.00% 399,621 19 **TOTAL BUDGET** 46,312,600 0.87% 20 21 22 By Expense Standard Class: 23 24 Personnel Costs: 25 39.27% 40.83% Faculty 17,708,125 18,689,647 981,522 5.54% 1,031,182 26 Executive/Administrative 1,090,635 2.42% 2.25% -5.45% (59,453)3,451,597 27 Managerial/Professional 7.65% 3,461,165 7.56% 9,568 0.28% 28 Classified 11.06% 4,935,926 10.78% 4,989,726 (53,800)-1.08% 29 Irregular Help 1,057,492 2.34% 1,192,693 2.61% 135,201 12.79% 30 31 **Total Salaries** 64.03% 3.58% 28,297,576 62.75% 29,310,613 1,013,037 Personnel Benefits 26.51% 32 12,296,354 27.27% 12,134,103 (162, 251)-1.32% 33 34 **Total Personnel Costs** 90.01% 90.53% 40,593,930 41,444,716 850,786 2.10% 35 36 37 Operating Expenses: 4,503,550 9.99% 4,334,084 9.47% (169,466)-3.76% 38 39 40 Capital Outlay: 0 0.00% 0 0.00% 0 0.00%

100.00%

100.00%

0

0

815,500

815,500

535.39

45,912,980

45,778,800

533,800

533,800

537.14

46,312,600

0

0

100.00%

100.00%

681,320

(281,700)

(281,700)

399,620

1.75

0

0

1.51%

0.87%

0.33%

Total On-Going Operating Budget 45,097,480

One-Time Personnel Costs

One-Time Capital Outlay

Total One-Time Funds

TOTAL BUDGET

One-Time Operating Expenses

Total Full Time Positions (FTP)

41 42 43

44 45

46

47

48

49 50

51

52 53

Postsecondary Career & Technical Education System Operating Budget Personnel Costs Summary

July 1, 2018 - June 30, 2019

6			FY 2018 O	perating Bud	get	FY 2019 Operating Budget					
7 8 9	Classification	FTP	<u>Salaries</u>	<u>Benefits</u>	<u>Total</u>	<u>FTP</u>	<u>Salaries</u>	<u>Benefits</u>	<u>Total</u>		
10 11	Faculty	326.65	17,708,126	7,612,959	25,321,084	336.40	18,689,647	7,710,481	26,400,128		
12 13	Exec/Admin	10.28	1,090,636	357,896	1,448,531	10.13	1,031,182	339,082	1,370,264		
14 15	Manage/Prof	56.70	3,451,598	1,417,637	4,869,236	55.59	3,461,165	1,388,777	4,849,942		
16 17	Classified	141.76	4,989,725	2,779,353	7,769,079	135.02	4,935,926	2,535,125	7,471,051		
18 19	Irreg Help	0.00	1,057,492	128,508	1,186,000	0.00	1,192,693	160,638	1,353,331		
20	TOTAL	535.39	28,297,577	12,296,353	40,593,930	537.14	29,310,613	12,134,103	41,444,716		

University of Idaho FY2019 Budget Overview Agricultural Research and Extension Service

In FY2019 the Agricultural Research and Extension Service (ARES) Appropriation received a \$127,900 one-time enhancement to budget base for an irrigation pipe replacement at the Tetonia Research and Extension Center to address the needs of the ARES aging infrastructure and facilities improvements.

The FY2019 budget included an additional \$694,000 for Changes in Employee Compensation.

A request for \$3 million in one-time capital outlay was requested for a new and improved Germplasm Seed Potato Facility to be located in Moscow to replace an existing and outdated facility unable to keep up with demand. The \$3 million request was to match an existing funding commitment by Idaho industry to build this facility. This line item request was moved to the Permanent Building Fund where funding was approved.

With the support of the ARES Appropriation, the University of Idaho's College of Agricultural and Life Sciences will continue to serve the needs of the citizens and stakeholders of Idaho.

UNIVERSITY OF IDAHO AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2019 AGRICULTURAL RESEARCH AND EXTENSION SYSTEM

1	FUNDS AVAILABLE	FTE	AMOUNT
2 3 4 5 6 7	FY2018 Operating Budget Base Adjustments: Reappropriation Adjustments: Appropriation Adjustment Adjustments: Remove One-Time	282.01	\$ 31,287,300 - - (351,000)
8 9 10 11 12	Adjustments: FTP Additions Adjustments: FTP Adjustment FY2018 Adjusted Budget Base	17.35 - 299.36	\$ 30,936,300
13 14 15 16 17	Additional Funding for FY2018 Total Funding Reduction Total Funds Available for FY2018	 299.36	\$ - \$ (351,000) \$ 30,936,300
18 19 20 21	ALLOCATION OF FUNDS		<u> </u>
22 23 24 25	FY2019 Adjusted Budget Base MCO Increases/Decreases to Budget Base	299.36	\$ 30,936,300
26 27 28 29	Operating Expense Inflationary Adjustments Benefit Costs Change in Employee Compensation		\$ - (427,100) 694,000
32	Total MCO Increases/Decreases	-	\$ 266,900
33 34 35	Enhancements to Budget Base Irrigation Pipe - Tetonia R&E Center		\$ 127,900
36 37	Total Enhancements	-	\$ 127,900
38 39	Total Increases		\$ 394,800
40	FY2019 Operating Budget	299.36	\$ 31,331,100

AGRICULTURAL RESEARCH & EXTENSION SERVICE

Operating Budget Personnel Costs Summary

July 1, 2018 - June 30, 2019

		FY2018 C	perating Budg	et	FY2019 Operating Budget					
Classification	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total		
Faculty	156.38	\$12,750,862	\$3,302,473	\$16,053,335	163.80	\$13,167,629	\$3,514,414	\$16,682,043		
Executive/Administrative	3.45	616,015	\$159,548	775,563	2.25	422,963	\$0	422,963		
Managerial/Professional	29.35	1,951,649	\$640,140	2,591,789	36.09	2,516,999	\$833,127	3,350,126		
Classified	92.83	3,851,366	\$1,263,249	5,114,615	97.22	4,139,100	\$1,370,043	5,509,143		
Irregular Help		1,511,243	195,196	1,706,439		490,441	42,668	533,109		
Graduate Assistants		401,940	4,019	405,959		401,942	15,274	417,216		
TOTAL	282.01	\$21,083,075	\$5,564,625	\$26,647,700	299.36	\$21,139,074	\$5,775,526	\$26,914,600		

BAHR - SECTION II TAB 1 Page 1

HEALTH EDUCATION PROGRAMS

FY 2019 Operating Budget

1		FY 2018 BUDGET	FY 2019 BUDGET	PERCENT of CHANGE
2 By I	Program:			
3	WI Veterinary Education	2,076,100	2,116,500	1.95%
4	WWAMI Medical Education	5,303,400	6,399,500	20.67%
5	Idaho Dental Education Program	1,811,600	1,828,400	0.93%
6	University of Utah Medical Education	1,576,000	1,694,900	7.54%
7	Family Medicine Residencies	4,440,900	5,000,900	12.61%
8	Boise Internal Medicine Residency	540,000	617,500	14.35%
9	Psychiatry Residency	157,800	397,800	152.09%
10	Eastern Idaho Medical Residencies		455,000	100.00%
11	Bingham Internal Medicine		525,000	100.00%
12	Total Programs	15,905,800	19,035,500	19.68%
13 Bv l	Fund Source:			
14	General Fund	15,594,200	18,714,500	20.01%
15	Student Fee Revenue	311,600	321,000	3.02%
16	Total Funds	15,905,800	19,035,500	19.68%
17 By I	Expenditure Classification:			
18	Personnel Costs	3,132,500	3,644,000	16.33%
19	Operating Expenditures	1,922,400	2,219,200	15.44%
20	Capital Outlay	244,000	93,000	-61.89%
21	Trustee & Benefits	10,606,900	13,079,300	23.31%
22	Lump Sum	0	0	0.00%
23	Total Expenditures	15,905,800	19,035,500	19.68%
24 Full	Time Position	25.8	30.15	16.86%

25 Budget Overview

The FY 2019 budget for Health Education Programs reflects a 19.68% increase including contract inflation totaling \$559.1k, 3% ongoing CEC of \$79k, and benefit cost decrease of \$31.8k. WWAMI received \$714.7k ongoing and \$87.5k in one-time general funds for an 18-month cirriculum build-out. University of Utah program received \$87.6k for two additional Idaho seats in the third year classes of FY19 and FY20 or 10 students per year, for a total of 40 Idaho seats. Family Medicine Residency received \$565k to provide \$35,000 per resident. Boise Internal Medicine received \$77.5k to increase state support for residents. Psychiatry Residency received \$240k to provide \$60k per resident. Eastern Idaho Medical Residencies received \$455k and includes \$35k per resident for ten new residents, a program director, and a residency cooridnator. Bingham Internal Medicine received \$525k and includes \$35k per resident for twelve new residents, a program director, and a residency coordinator.

SPECIAL PROGRAMS

FY 2019 Operating Budget

1		FY 2018 BUDGET	FY 2019 BUDGET	PERCENT of CHANGE
2 By	Program:			
3	Forest Utilization Research	1,347,100	1,281,100	-4.90%
4	Geological Survey	1,080,400	1,085,100	0.44%
5	Scholarships and Grants:			
6	Idaho Promise Scholarship - A	3,000		0.00%
7	Atwell Parry Work Study Program	1,186,000	1,186,000	0.00%
8	Teachers/Nurses Loan Forgiveness	0	0	0.00%
9	Armed Forces/Public Safety Officers	180,000	200,000	11.11%
10	Scholarships Program Manager	66,400	67,000	0.90%
11	Opportunity Scholarship	10,294,300	13,777,300	33.83%
12	Postsecondary Credit Scholarship	1,000,000	1,000,000	0.00%
13	GEARUP Scholarship	3,124,400	3,124,600	0.01%
14	Total Scholarships and Grants	15,854,100	19,354,900	22.08%
15	Museum of Natural History	625,400	616,200	-1.47%
16	Small Business Development Centers	613,100	673,000	9.77%
17	TechHelp	166,500	356,500	114.11%
18	Total Programs	19,686,600	23,366,800	18.69%
19 By	Fund Source:			
20	General Fund	15,562,200	19,242,200	23.65%
21	Miscellaneous Funds	1,000,000	1,000,000	0.00%
22	Federal Funds	3,124,400	3,124,600	0.01%
23	Total Funds	19,686,600	23,366,800	18.69%
_	E Ol			
-	Expenditure Classification:	0.500.700	0.000.000	7.000/
25	Personnel Costs	3,599,700	3,862,300	7.30%
26	Operating Expenditures	218,100	232,900	6.79%
27	Capital Outlay	100,900	3,700	-96.33%
28	Trustee/Benefit or Lump Sum Payments	15,767,900	19,267,900	22.20%
29	Total Expenditures	19,686,600	23,366,800	18.69%
30 Fu l	I Time Position	43.13	45.59	5.70%

Budget Overview

The FY 2019 budget for Special Programs reflects a 18.69% increase including a 3% CEC, and health benefit decreases. Scholarships and Grants received \$3.5M for the Opportunity Scholarship of which up to 20% can be used for Adult Completers. Small Business Development Centers received .96 FTP and \$53.5k to assist Idaho businesses with government contracting through the Procurement Technical Assistance Center. Tech Help received 1.5 FTP and \$188k for manufacturing specialists in eastern and northern Idaho.

ADDITIONAL FY2019 ALTERATION AND REPAIR PROJECT REQUESTS - J

AGENCY / INSTITUTION	DPW RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
EDUCATION, STATE BOARD OF			
BOISE STATE UNIVERSITY Roof Replacement, Yanke (FY19 Supplement to Original rqst #3) Roof Replacement, Gage Warehouse Lab Space Conversions and Renovations Campus Lighting Upgrade, Fire Alarm & Emergency Notification Renovations, Liberal Arts Space and Infrastructure Upgrades, Distraction Free Testing Upgrade Pneumatic Controls to DDC, Science Building Renovations, Sixth Floor, Education Building Elevator Repair & Upgrade, Multiple Buildings Siding Replacement, Yanke Facility Condition Assessement and Management	450,000 175,000 450,000 500,000 148,000 1,500,000	450,000 175,000 450,000 500,000 148,000 1,500,000 250,000 150,000 500,000 500,000 5,043,000	1 2 3 4 5 6 7 8 9 10 11
IDAHO STATE UNIVERSITY Remodel Dietetics Food Lab, Albion Hall Backflow Check Valves, Campus Irrigation System Door Access Control, Exterior Doors	752,000 205,000 501,600	752,000 205,000 501,600	1 2 3
Roof System Replacement, Carpenter Shop Roof System Replacement, Rendezvous Flooring, Abate and Replace, COE Library Replace Fire Escape Stairs, Colonial Hall Flooring, Replace Tile and Carpet, Liberal Arts	212,500 703,200 315,000 465,000	212,500 703,200 146,000 315,000 465,000	4 5 6 7 8
Relocate COT to EAMES, Phase 2 Clinic Expansion, Meridian Asbestos Abatement, Business Administration Asbestos Abatement, COE Asbestos Abatement, Albion Hall Build-Out Office Area for Facilities Services, Meridian		1,500,000 930,000 3,171,153 1,459,111 845,911 170,000	9 10 11 12 13 14
SUBTOT	AL 3,154,300	11,376,475	
IDAHO STATE UNIVERSITY UNIVERSITY PLACE Roof System Replacement, TAB Bldg Light Fixtures, Upgrade to LED, CHE SUBTOT	442,238 AL 442,238	736,515 442,238 1,178,753	1 2
UNIVERSITY OF IDAHO Shop/Storage Addition, KUID Bldg Exterior Envelope Repairs, Pitman Center (Agency Funds 600,000) Acoustic Mitigation & Isolation, Phase 1, LHSOM Acoustic Mitigation & Isolation, Phase 1, Ridenbaugh Repair/Renovate East Entry Steps & Planters, Menard Law Bldg	201,000 900,000 900,000 900,000	201,000 900,000 900,000 900,000 415,300	1 2 3 4 5
Roof Replacement, Ag Bio-tech Lab Building Improvements, Life Safety, Administration Exterior Masonry Repairs, Buchanan Engineering Lab Roof System Replacement, Niccolls Building Pedestian Mall Steps, Idaho Avenue Window Replacement, Phase 1, Morril Hall Sidewalks, Blake Avenue Campus Drive/Admin Circle Repairs, Phase 1 Roof Replacement, Library Fire Lane & Pedestrian Improvements, So Academic Mall Life Safety, Phase 3, Buchanan Engineering Lab Pedestrian Improvements, 7th Street	320,700	415,300 320,700 365,000 435,600 60,500 150,000 250,000 121,300 857,000 720,000 495,000 354,000 504,000	6 7 8 9 10 11 12 13 14 15 16
Repairs, Campus Drive, Phase 2 SUBTOT	AL 3,221,700	650,000 8,599,400	18

ATTACHMENT 29

ADDITIONAL FY2019 ALTERATION AND REPAIR PROJECT REQUESTS - J

Replace Windows, Center for Arts and History (Supplement to FY19 Original Rqst. # 200,000 200,000 1 1 1 1 1 1 1 1 1	AGENCY/INSTITUTION		DPW RECOMMENDATIONS	AGENCY REQUESTS	PRIORITY
Fire Alarm System, Library 225,000 225,000 3	LEWIS-CLARK STATE COLLEGE				
Fire Alarm System, Library 225,000 225,000 3	Replace Windows, Center for Arts and History (Supplement to FY19 Original Rgst. #		200,000	200,000	1
ADA Accessibility Project 135,000 135,000 3 4 4 4 4 4 4 4 4 4			,	,	2
Dygrade President's Residence SUBTOTAL 710,000 50,000 50,000 710			135,000	135,000	3
NORTH IDAHO COLLEGE Mechanical Upgrade, Boswell Hall 880,000 850,000 1 215,600 2 215,600 2 215,600 2 225,600 2 274,111 3 3 3 3 3 3 3 3 3	Campus Door Project		100,000	100,000	4
NORTH IDAHO COLLEGE Mechanical Upgrade, Boswell Hall 850,000 850,000 1 215,000 2 215,000 2 215,000 2 225	Upgrade President's Residence		50,000	50,000	5
Mechanical Upgrade, Boswell Hall 215,600 2 215,600 2 215,600 2 215,600 2 215,600 2 215,600 2 215,600 2 215,600 2 215,600 2 215,600 2 2 2 2 2 2 2 2 2		SUBTOTAL	710,000	710,000	
Parking Lot/Sidewalk Reconstruction, Siebert 72,111 3 3 55,555 4 5 55,555 5 5 5 5 5 5	NORTH IDAHO COLLEGE				
Parking Reconstruction, Siebert Parking Reconstruction, Headwaters Complex Reconstruction, Plase 3 (Supplement to DPW Project 18132) Reconstruction, Phase 1 Reconstruction, Phase 1			850,000	850,000	
Parking Reconstruction, Headwaters Complex 85,555 4				,	
COLLEGE OF EASTERN IDAHO Irigation Conversion, Phase 3 (Supplement to DPW Project 18132) 128,000 128,000 1 1 1 1 1 1 1 1 1					
COLLEGE OF EASTERN IDAHO Irrigation Conversion, Phase 3 (Supplement to DPW Project 18132) 128,000 128,000 1 128,000 1 128,000 1 128,000 1 128,000 1 128,000 1 1 128,000 1 1 128,000 1 1 128,000 1 1 128,000 1 1 128,000 1 1 128,000 1 1 128,000 1 1 128,000 1 1 128,000 1 1 1 128,000 1 1 1 1 1 1 1 1 1	Parking Reconstruction, Headwaters Complex				4
Irrigation Conversion, Phase 3 (Supplement to DPW Project 18132) 128,000 128,000 1 128,000		SUBTOTAL	850,000	1,223,266	
Light Upgrade, Welding, Deisel & Automotive 50,000 50,000 2 Window Replacement, Robertson Building 43,500 43,500 3 Heat Pump Replacement, Alexander Creek Building 226,300 42,600 4 LED Conversion, Campus Outdoor Lighting 144,200 144,200 5 Roof Replacement, William A. Robertson Building 1,1035,300 7 Roof Replacement, John E. Christopherson Building 592,000 2,743,600 COLLEGE OF SOUTHERN IDAHO Fire Alarm Upgrade, Meyerhoeffer Building 133,000 13,300 1 Window Upgrade, Evergeen Building C-wing 74,600 74,600 2 Sidwalk Replacement, Taylor Building 52,000 52,000 3 Flooring, Replace Carpets, Various Classrooms and Offices 130,000 14 Repave Parking Lot, Endid Care Center 53,000 53,000 5 Repair Parking Lots, Roadways, Main Campus and Jerome Center 75,000 75,000 7 Roof Replacement, CSI Refugee Center 58,500 58,500 8 Sidewalk Lighting, Eagle View 183,000 10					
Window Replacement, Robertson Building			,	,	
Heat Pump Replacement, Alexander Creek Building 226,300 226,300 4 LED Conversion, Campus Outdoor Lighting 144,200 5 Roof Replacement, William A. Robertson Building 1,1035,300 7 Roof Replacement, John E. Christopherson Building 1,035,300 7 COLLEGE OF SOUTHERN IDAHO 133,000 133,000 1 Fire Alarm Upgrade, Meyerhoeffer Building 133,000 1 Window Upgrade, Evergreen Building C-wing 74,600 74,600 2 Sidwalk Replacement, Taylor Building 52,000 52,000 3 Flooring, Replace Carpets, Various Classrooms and Offices 130,000 130,000 4 Repaire Parking Lot, Child Care Center 53,000 53,000 5 Repair Parking Lots, Roadways, Main Campus and Jerome Center 180,000 180,000 7 Roof Replacement, CSI Refugee Center 58,500 58,500 8 Sidewalk Lighting, Eagle View 183,000 183,000 9 Security Camera Installation, Phase 1 80,000 10,000 10 COLLEGE OF WESTERN IDAHO			,	,	
LED Conversion, Campus Outdoor Lighting			,	,	
Roof Replacement, William A. Robertson Building Roof Replacement, John E. Christopherson Building Roof Replacement, John E. Christopherson Building SUBTOTAL S92,000 2,743,600 7	· · · · · · · · · · · · · · · · · · ·		,	-,	
Roof Replacement, John E. Christopherson Building 1,035,300 7			144,200	,	
COLLEGE OF SOUTHERN IDAHO Fire Alarm Upgrade, Meyerhoeffer Building 133,000 1 133,000 1 1 1 1 1 1 1 1 1				, ,	
COLLEGE OF SOUTHERN IDAHO Fire Alarm Upgrade, Meyerhoeffer Building Window Upgrade, Evergreen Building C-wing Sidwalk Replacement, Taylor Building 52,000 52,000 3 Flooring, Replace Carpets, Various Classrooms and Offices 130,000 130,000 4 Repave Parking Lot, Child Care Center 53,000 52,000 53,000 5 Repair Parking Lots, Roadways, Main Campus and Jerome Center Entry Access Controls, Phase 1 180,000 180,000 7 Roof Replacement, CSI Refugee Center 53,000 58,500 58,500 58 Sidewalk Lighting, Eagle View Security Camera Installation, Phase 1 SUBTOTAL SUBTOTAL 0 0 0 0 133,000 1 133,000 1 130,000 2 130,000 5 2,000 3 180,000 1 180,000 7 180,000 7 180,000 7 180,000 1 180,000 1 10 10 10 10 10 10 10 10 10 10 10 1	Roof Replacement, John E. Christopherson Building	CLIDTOTAL	E00.000		7
Fire Alarm Upgrade, Meyerhoeffer Building Window Upgrade, Evergreen Building C-wing 74,600 74,600 74,600 2 Sidwalk Replacement, Taylor Building 52,000 52,000 3 Flooring, Replace Carpets, Various Classrooms and Offices 130,000 4 Repair Parking Lot, Child Care Center 75,000 53,000 5 Repair Parking Lots, Roadways, Main Campus and Jerome Center 75,000 75,000 6 Entry Access Controls, Phase 1 80,000 180,000 7 Roof Replacement, CSI Refugee Center 58,500 58,500 8 Sidewalk Lighting, Eagle View Security Camera Installation, Phase 1 SUBTOTAL 939,100 1,079,100 SUBTOTAL 0 0 0		SUBTUTAL	592,000	2,743,600	
Window Upgrade, Evergreen Building C-wing 74,600 74,600 2 Sidwalk Replacement, Taylor Building 52,000 52,000 3 Flooring, Replace Carpets, Various Classrooms and Offices 130,000 130,000 4 Repave Parking Lots, Child Care Center 53,000 53,000 5 Repair Parking Lots, Roadways, Main Campus and Jerome Center 75,000 75,000 6 Entry Access Controls, Phase 1 180,000 180,000 7 Roof Replacement, CSI Refugee Center 58,500 58,500 8 Sidewalk Lighting, Eagle View 183,000 183,000 9 Security Camera Installation, Phase 1 SUBTOTAL 939,100 1,079,100 COLLEGE OF WESTERN IDAHO	***		133 000	133 000	1
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Roof Replacement, CSI Refugee Center 58,500 58,500 8			•	-,	
Sidewalk Lighting, Eagle View 183,000 183,000 9			,	,	
Security Camera Installation, Phase 1 140,000 10			,	,	
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SUBTOTAL 0 0	Coounty Cambra meanation, i naco i	SUBTOTAL	939,100		10
	COLLEGE OF WESTERN IDAHO				
TOTAL FY19 ADDITIONAL ALTERATION AND REPAIR PROJECTS 13,132,338 31,953,594		SUBTOTAL	0	0	
	TOTAL FY19 ADDITIONAL ALTERATION AND REPAIR PROJECTS		13,132,338	31,953,594	

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2020 Line Item Budget Requests

REFERENCE

April 2018 Board approved guidance to the 4-year institutions

regarding submission of line item requests

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

As discussed at its April 2018 meeting, the State Board of Education (Board) directed the college and universities to limit Fiscal Year 2020 budget line item requests to those which will measurably support implementation of the Board's strategic plan. Institutions may request up to two (2) line items in priority order, the total value of which shall not exceed five percent (5%) of an institution's FY2019 total General Fund appropriation. Any requests for occupancy costs will not count towards the two line item limit or the 5% cap.

Subsequently, the Board will approve the final budget request at the August 2018 meeting. Following Board approval in August, the budget requests will be submitted to the Legislative Services Office (LSO) and Division of Financial Management (DFM) by September 4, 2018.

The line items represent the unique needs of the institutions and agencies and statewide needs. Following review, the Board may prioritize the line items for the institutions. The line items are summarized separately, one summary for the college and universities and one for the community colleges and agencies. The detail information for each line item request is included on the page referenced on the summary report.

IMPACT

Once the Board has provided guidance on priority, category, dollar limit, etc., Board staff will work with the Business Affairs and Human Resources (BAHR) Committee, DFM and the agencies/institutions to prepare line items to be approved at the August Board meeting.

ATTACHMENTS

Attachment 1 - Line Items Summary

Attachment 2 - Occupancy Costs

Attachment 3 - 54: Individual Line Items

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

STAFF COMMENTS AND RECOMMENDATIONS

Staff asked the institutions to provide as much detail as possible for their line item requests to be submitted for the June Board meeting.

In the past few years, best practices were further enhanced in terms of information needed in order for DFM and LSO analysts to conduct their own analysis in support of policymakers:

- Write-ups need a strong problem statement supported with data and strong solution statement supported with outcome data.
- Where applicable, include projected Return on Investments (ROIs) for new programs or program expansion (i.e. where funding for a program has been provided in the past).
- Requests should be scalable and prioritized.
- Address the influence of program prioritization on the request. Did the institution consider reallocating funding for this line-item?
- Describe how the request advances the Board's 60% Educational Attainment Goal or the Board's Complete College Idaho Plan (if applicable).

Per the Board's guidance, 5% of the College & Universities' FY 2019 total General Fund appropriation equates to the following:

BSU: \$4,990,600 ISU: \$3,991,100 UI: \$4,636,300 LCSC: \$ 859,300

BOARD ACTION

I move to direct the Business Affairs and Human Resources Committee to review the FY 2020 budget line items as listed on Attachment 1 - Line Items Summary, and to bring recommendations back to the Board for its consideration at the regular August 2018 Board meeting.

Moved by	Seconded by	Carried	Yes	No

% of FY 2019

STATE BOARD OF EDUCATION

FY 2020 Line Items - College and Universities

Appropriation FY 2019 Institution **Excluding Specific Total** Occupancy **Initiatives** By Institution/Agency Total Costs **Attachment Appropriation Priority** System-wide Needs 6.215.800 2 **Outcomes Based Funding** 12,000,000 12,000,000 193.1% 3 1 3 Open Education Resources 4 2 250,000 4.0% 250,000 4 Boise State University 4.4% 99,811,800 5,349,300 5 Public Service Initiative 5 1 2,151,300 6 2 Career Readiness 6 2,217,900 7 **Occupancy Costs** 2 3 980,100 8 Idaho State University 79,822,400 4,039,100 4.8% Expand Health Sciences/Workforce Needs 7 3,769,000 0 Assessment & Learning in Knowledge Spaces 8 2 0 10 80,000 11 **Occupancy Costs** 2 3 190,100 12 University of Idaho 3.2% 92,726,900 2,996,800 13 Student Success & Support 9 1,046,200 0 2 10 0 14 Library Investments 1,950,600 15 Lewis-Clark State College 17,186,300 859,000 5.0% 16 Adult Learner Program 547,700 11 17 Accessibility and Safety 12 2 311,300 0 \$ 295,763,200 25,494,200 \$ 25,244,200 18 8.1%

Percentage of FY19 Appropriation excluding

20 **Occupancy Costs**

STATE BOARD OF EDUCATION FY 2020 Line Items - Community Colleges and Agencies

Prio	rity By Institution/Agency	FY 2019 Appropriation	Attachment	Priority	FY 2020 Request	Comments	vs. 2019 Approp
1 Care	er Technical Education	66,397,900			4,625,300		7.0%
2	State Leadership & Technical Asst.	3,018,900			224,600		0.3%
3	Data Analysis		13	1	97,900		0.1%
4	Student Engagement		14	2	126,700		0.2%
5	General Programs	14,498,600			2,331,000		3.5%
6	Program Alignment		15	3	180,000		0.3%
7	Middle School CTE		16	4	356,000		0.5%
8	InSpire to Educate Program		17	5	410,000		0.6%
9	Teacher Preparation		18	6	515,000		0.8%
10	Workforce Readiness Incentive Grant		19	7	400,000		0.6%
11	Program Quality Initiative		21	9	400,000		0.6%
12	CTE Digital		22	10	70,000		0.1%
13	Post-secondary Programs	46,312,600			2,069,700		3.1%
14	Postsecondary capacity expansion		20	8	2,069,700		3.1%
15	Nuclear Energy & Advanced Reactor Manu.		23	11	331,000		0.5%
16	Dedicated Programs	1,375,000			0		0.0%
17	Related Services	1,192,800			0		0.0%
18 Comr	nunity Colleges	46,126,600			5,404,300		11.7%
14	College of Eastern Idaho	5,013,800			317,100		0.7%
15	Health Insurance Base Increase		24	1	129,900		0.3%
16	College of Sourthern Idaho Faculty Transfer		25	2	132,200		0.3%
17	Interest Earnings Distribution		26	3	55,000		0.1%
19	College of Southern Idaho	14,264,000			999,400		2.2%
20	Remove Two CEI Faculty		27	1	(132,000)		-0.3%
21	IT Personnel and Software Platforms		28	2	720,500		1.6%
22	Emerging Hispanic Serving Institute		29	3	227,200		0.5%
23	Weekend College		30	4	183,700		0.4%
24	College of Western Idaho	13,938,900			3,073,100		6.7%
25	Balance Funding		31	1	2,675,700		5.8%
26	Staff Support 60% Initiative and Retention		32	2	397,400		0.9%
27	North Idaho College	12,909,900			1,014,700		2.2%
28	Regional Entrepreneurship	, , , , , , , , , , , , , , , , , , , ,	33	1	387,100		0.8%
29	Guided Pathways Support		34		390,100		0.8%
30	Occupancy Costs		3		237,500		0.5%

STATE BOARD OF EDUCATION FY 2020 Line Items - Community Colleges and Agencies

Priority	By Institution/Agency	FY 2019 Appropriation	Attachment	Priority	FY 2020 Request Comments	vs. 2019 Approp
1 Agricultura	Il Research/Extension	31,307,100			918,400	2.9
2	4-H STEM Education		35	1	535,300	20.7
3	Rock Creek Cattle Research and Extension		36	2	383,100	14.8
4 Health Edu	ucation Programs	18,714,500			3,593,100	19.2
5	W-I Veterinary Education	2,016,500			No Line Items	0.0
3	WWAMI Medical Education	6,399,500	37	1	366,200 ECHO Idaho Project	2.0
7	IDEP	1,607,400				0.0
3	Univ. of Utah Med. Ed.	1,694,900			321,900	1.7
9			38	1	119,600 2 new seats, year four	0.6
)			39	1	22,300 Leave of Absence	0.1
1			40	1	180,000 Increase funding per resident to \$60k	1.0
2	Family Medicine Residencies	5,000,900			1,075,000	5.7
3	Idaho State University FMR	1,350,900			415,000	2.2
4			40	1	105,000 Increase funding per resident to \$45k	0.6
5			40	1	60,000 Hospitalist	0.3
3			40	1	250,000 Other	1.3
7	Family Medicine Residency of Idaho (Boise)	1,530,000			480,000	2.6
3			40	1	480,000 Increase funding per resident to \$45k	2.6
9	Kootenai Health FMR	560,000	40	1	180,000 Increase funding per resident to \$45k	1.0
)	Graduate Medical Education Funding	1,000,000				0.0
1	Boise Internal Medicine Residency	617,500			590,000	3.2
2			40	1	350,000 Increase funding per resident to \$45k	1.9
3			40	1	240,000 Increase funding per resident to \$60k	1.3
4	Psychiatry Residency	397,800				0.0
5	Eastern Idaho Regional Medical Center	455,000			1,060,000	5.7
3	Internal Medicine Resident Program		40	1	100,000 Increase funding per resident to \$45k	0.5
7	Internal Medicine Resident Program		40	1	600,000 Increase funding per resident to \$60k	3.2
3	Family Medicine		40	1	360,000 Increase funding per resident to \$60k	1.9
9	Bingham Internal Medicine	525,000			180,000	1.0
)			40	1	120,000 Increase funding per resident to \$45k	0.6
1			40	1	60,000 Increase funding per resident to \$60k	0.3
2 Special Pro	ograms	19,242,200			525,800	2.7
3	Forest Utilization Research	1,281,100			267,900	1.4
4	Wood Utilization in Comm. Building Faculty		41	1	140,900	0.7
5	Mica Creek Watershed Project		42	2	127,000	0.7
3	Geological Survey	1,085,100	43	1	138,900 FTE Increase & Market Base Compensation	0.7
7	Scholarships and Grants	15,230,300			·	0.0
3	Museum of Natural History	616,200				0.0
9	Small Bus. Development Centers	673,000	44	1	59,500 Business Development	0.3
)	TechHelp	356,500	45	1	59,500 Business Development	0.3

STATE BOARD OF EDUCATION FY 2020 Line Items - Community Colleges and Agencies

Priority	By Institution/Agency	FY 2019 Appropriation	Attachment	Priorit	FY 2020 y Request	Comments	vs. 2019 Approp
	Dy montanom/tgency	7100110111011	7 tttaoriii ont		y itoquoot	Commente	7.100.00
71 State Boar	rd of Education	6,374,900			564,600		8.9%
72	Office of the State Board of Education	6,204,200					0.0%
73	Associate Chief Academic Officer		46	1	115,100		0.6%
74	Academic Program Manager		47	2	100,700		0.5%
75	Administrative Assistant 2		48	3	53,000		0.3%
76	IT/AV/Web Page Support (shared with CTE)		49	4	75,800		0.4%
77	Master Educator Portfolio Reviews		50	5	200,000		1.0%
78	Career Information System Enhancements		51	6	20,000		0.1%
79	Charter School Commission	170,700					0.0%
80 Idaho Pub	lic Television	2,585,300			158,900		6.1%
81	Educational Outreach		52	1	94,100		3.6%
82	Digital Media Technician		53	2	64,800		2.5%
83 Vocationa	l Rehabilitation	8,648,300			8,000		0.1%
84	Vocational Rehabilitation	3,954,200					0.0%
85	Extended Employment Services	4,427,300					0.0%
86	Council for the Deaf/Hard of Hearing	266,800	54	1	8,000 Interprete	er Training	0.1%
87	Total	\$ 199,396,800			\$ 15,798,400		7.9%

STATE BOARD OF EDUCATION

FY 2020 Budget Request

Colleges & Universities
Calculation of Occupancy Costs

		% of													
		Use for			(1)	(2)			(3)	(4)		(5)			
	Projected Date		Gross	Non-Aux.		Custodia	al Costs		Utility	Maintenand			Total	% qtrs	Revise
Institution/Project	of Occupancy	Education	Sq Footage	Sq Footage	FTE	Sal & Ben	Supplies	Total	Estimate	Repl Value 0	Cost@1.5%	Other	Occ Cost	used in FY20	FY18
BOISE STATE UNIVERSITY															
New Fine Arts Building	June-19	100%	97,621	97,621	3.75	145,900	9,800	155,700	170.800	42.000.000	630,000	108,800	1,065,300	92%	980,1
3				_	3.75	145,900	9,800	155,700	170,800	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	630,000	108,800	1,065,300	*	980.
							.,	,				,	,,		
IDAHO STATE UNIVERSITY															
Meridian Cadaver Lab Expansion	June-19	100%	12,136	12,136	0.47	18,300	1,200	19,500	21,200	7,742,000	116,100	15,500	172,300	100%	172,
Engineering Project Center	February-17	100%	1,500	1,500	0.06	2,300	200	2,500	2,600	174,000	2,600	1,300	9,000	100%	9,
IF CHE Public Safety Infill	January-17	100%	1,208	1,208	0.05	1,900	100	2,000	2,100	242,800	3,600	1,100	8,800	100%	8,
				_	0.58	22,500	1,500	24,000	25,900		122,300	17,900	190,100		190
(1) FTE for the first 13,000 gross square foo	-					ded.			. ,	Annual utility cost				1.75	
(2) Salary for custodians will be 80% of Police														construction cost	
Benefit rates as stated in the annual Budg	'		•	ct institution's	rate for cust	odial catego	ry			new buildings or 1				quipment, etc.) for	
Salary	CU: \$20,475.00	CC:	\$19,500.00							Ü	1.5 % Of the Tep	lacement value	ioi existing buil	uniga.	
									(5)	Other:					
										IT Maintenance	•		1.5000 (
										Security			0.2200 (GSF	
										General Safety			0.0900	GSF	
Benefits										Research & Sc		Costs	0.0900 (
FICA										Research & Sc Total	ientific Safety (Costs	0.0900 (0.5000 (2.3100	GSF	
									ī	Research & Sc Total Foo High - Used 1	ientific Safety (/3	Costs	0.0900 0 0.5000 0 2.3100 0.7700 0	GSF GSF	
SSDI salary to \$110,100	6.2000%	x salary							1	Research & So Total Too High - Used 1 Landscape Gre	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100	GSF GSF	
	1.4500%	x salary							1	Research & So Total Foo High - Used 1 Landscape Gre Insurance Cost	ientific Safety (/3 eenscape	Costs	0.0900 0 0.5000 0 2.3100 0.7700 0	GSF GSF CRV	
SSDI salary to \$110,100	1.4500% 0.1500%	x salary x salary							1	Research & So Total Too High - Used 1 Landscape Gre	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (GSF GSF CRV CRV	
SSDI salary to \$110,100 SSHI	1.4500% 0.1500% 0.7210%	x salary x salary x salary							7	Research & So Total Foo High - Used 1 Landscape Gre Insurance Cost	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (0.0005 (GSF GSF CRV CRV	
SSDI salary to \$110,100 SSHI Unemployment Insurance	1.4500% 0.1500%	x salary x salary x salary	BSU	ISU	UI	LCSC	CSI	NIC	CWI	Research & So Total Foo High - Used 1 Landscape Gre Insurance Cost	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (0.0005 (GSF GSF CRV CRV	
SSDI salary to \$110,100 SSHI Unemployment Insurance Life Insurance	1.4500% 0.1500% 0.7210% 11.3200%	x salary x salary x salary	BSU 0.91%	ISU 0.96%	UI 2.12%	LCSC 0.82%	CSI 4.81%	NIC 4.50%		Research & Sc Total Foo High - Used 1 Landscape Gre Insurance Cost Total	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (0.0005 (GSF GSF CRV CRV	
SSDI salary to \$110,100 SSHI Unemployment Insurance Life Insurance Retirement: PERSI	1.4500% 0.1500% 0.7210% 11.3200%	x salary x salary x salary x salary x salary							cwi	Research & Sc Total Total Too High - Used 1 Landscape Gre Insurance Cost Total	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (0.0005 (GSF GSF CRV CRV	
SSDI salary to \$110,100 SSHI Unemployment Insurance Life Insurance Retirement: PERSI Workmans Comp	1.4500% 0.1500% 0.7210% 11.3200%	x salary x salary x salary x salary x salary							cwi	Research & Sc Total Total Too High - Used 1 Landscape Gre Insurance Cost Total	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (0.0005 (GSF GSF CRV CRV	
SSDI salary to \$110,100 SSHI Unemployment Insurance Life Insurance Retirement: PERSI Workmans Comp Sick Leave	1.4500% 0.1500% 0.7210% 11.3200%	x salary x salary x salary x salary x salary	0.91% 0.360%	0.96% 0.360%	2.12%	0.82%	4.81%		cwi	Research & Sc Total Total Too High - Used 1 Landscape Gre Insurance Cost Total	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (0.0005 (GSF GSF CRV CRV	
SSDI salary to \$110,100 SSHI Unemployment Insurance Life Insurance Retirement: PERSI Workmans Comp Sick Leave	1.4500% 0.1500% 0.7210% 11.3200%	x salary x salary x salary x salary x salary x salary	0.91% 0.360%	0.96% 0.360%	2.12%	0.82% 0.554%	4.81%	4.50%	CWI 4.35%	Research & So Total Too High - Used 1 Landscape Gre Insurance Cost Total CEI 4.35%	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (0.0005 (GSF GSF CRV CRV	
SSDI salary to \$110,100 SSHI Unemployment Insurance Life Insurance Retirement: PERSI Workmans Comp Sick Leave Human Resources	1.4500% 0.1500% 0.7210% 11.3200% 0.6500%	x salary x salary x salary x salary x salary x salary	0.91% 0.360%	0.96% 0.360%	2.12%	0.82% 0.554%	4.81%	4.50%	CWI 4.35%	Research & So Total Too High - Used 1 Landscape Gre Insurance Cost Total CEI 4.35%	ientific Safety (/3 eenscape	Costs	0.0900 (0.5000 (2.3100 0.7700 (0.0003 (0.0005 (GSF GSF CRV CRV	

AGENCY: College and UniversitiesAgency No.: 510 FY 2020 Request

FUNCTION: Systemwide Needs Function No.: 01 Page 1 of 3 Pages

Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.01	Title: Outcomes-Based Funding (OBF)			Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	0				0
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by					
summary object:					
TOTAL OPERATING					
EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation	0				0
TOTAL CARITAL CUTLAN					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	\$12,000,000				\$12,000,000
LUMP SUM:					
GRAND TOTAL	\$12,000,000				\$12,000,000

Outcomes-Based Funding (OBF) is a higher education initiative being led by the State Board of Education, in coordination with the Governor's Office and the Legislature. OBF is one of the key elements of a Board Five-Year Operational Plan for Higher Education, which is being developed in response to the Governor's Higher Education Task Force.

Outcomes-Based Funding is a multi-year Board effort to fund higher education institutions in a way that incentivizes completion of student certificates and degrees to prepare them for successful careers and lives. The approach is being used to some degree in many other states, and the Board is proposing to initiate an OBF model in Idaho which will support the State's 60% goal.

Key characteristics of the Board-proposal include:

o A line item request for \$12M in ongoing funds for FY2020.

- An additional amount drawn from reallocated dollars from the current higher education base.
- Annual allocation of OBF funds by the State Board to institutions based on the number of students who complete certificates, associate degrees, and bachelor's degrees.
- A simple allocation model in which dollars are proportional to the time normally required to complete a particular certificate or degree.
- o Applies to academic and career-technical programs.
- o Applies to community colleges and four-year institutions.
- o Permanently replaces the Enrollment Workload Adjustment (EWA) formula.
- A phased approach: following adoption in FY2020, additional ongoing dollars will be requested for FY2021 to include graduate degrees and certificates/badges of less than one-year duration, plus weighting for key programs/populations (e.g. STEM, health professions, low income students, Hispanic/Native American students, etc.)
- Final FY 2020 budget request will allocate \$12M between line items in three separate budgets: College and Universities, Community Colleges, and Career Technical Education

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: OSBE Administration Function No.: 02 Page ___ of __ Pages

Original Submission X or

ACTIVITY: Board approved category Activity No.: Revision No. ____

A: Decision Unit No: 12.02	Title: Open Education Resources (OER)			Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:	\$250,000				\$250,000
CAPITAL OUTLAY by summary object:					
1. PC and monitor					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$250,000				\$250,000

Description:

Funds to support delivery of Open Education Resources (OER), which would result in nocost and low-cost textbooks (and other learning resources) for all postsecondary courses included in the state common course list.

Questions:

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

The funding is being requested to support faculty development of open educational resources that provides undergraduate students with textbooks at no (or minimal) cost. On average, this would be correspondent to the 38 general education (GEM) courses to be adopted in the common course framework beginning in Fall 2019.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - Existing faculty and staff at public institutions of higher learning.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - Faculty within the appropriate discipline areas will be compensated for the time and effort necessary to learn new software and to develop online textbooks and other learning resources. Each institution has staff (in variable numbers) that support faculty development, particularly as it relates to OER.
 - c. List any additional operating funds and capital items needed.

 None.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
 - This request is for one-time funds of \$200,000 and ongoing of \$50,000.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
 - Though faculty will be compensated for their efforts, over 100,000 undergraduate students in Idaho and their families would be served through this effort. Furthermore, school districts responsible for delivering dual credit would also benefit from not needing to purchase textbooks. As it stands, the average cost of a new textbook is \$80, and the average cost for a used textbook is \$50. If not funded, degree-seeking students will continue to incur, on average, over \$650-\$1,000 in textbook costs for general education courses. If all students in the state enroll in approximately 13 classes (36 semester hours) of common-indexed courses in the General Education (GEM) curriculum in order to earn an associates or baccalaureate degree, total student savings could equate up to approximately \$65-\$100 million across the system at any point in time. If OER can be leveraged for this effort, this item would offer a significant impact towards achieving the affordability goals outlined by the Governor's Task Force on Higher Education, as well as the Board's goals to deliver a postsecondary system that is more accessible to Idaho students.

Average cost of new and used textbooks: *National Association of College Stores website*: https://www.nacs.org/research/HigherEdRetailMarketFactsFigures.aspx

ATTACHMENT 5

AGENCY: Boise State University Agency No.: 512 FY 2020 Request

FUNCTION: Instruction, Public

Service Function No.: 01 Page 1 of 5 Pages ACTIVITY: Expanded Academic and Original Submission X or

Public Service Programs Activity No.: Revision No. ____

A: Decision Unit No: 12.01	Title: Schoo	l of Public Serv	rice Initiative	Priority Rank	ing 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	15.66				15.66
PERSONNEL COSTS:					
1. Salaries	\$1,208,200				\$1,208,200
2. Benefits	448,500				448,500
3. Group Position Funding	304,300				304,300
TOTAL PERSONNEL COSTS:	\$1,960,900				\$1,960,900
OPERATING EXPENDITURES by summary object:					
1. Travel	\$22,500				\$22,500
2. Operating	167,900				167,900
TOTAL OPERATING EXPENDITURES: CAPITAL OUTLAY by summary object:	\$190,400				\$190,400
TOTAL CARITAL OUTLAY:					
TOTAL CAPITAL OUTLAY: T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$2,151,300				\$2,151,300

Description:

The School of Public Service was founded in 2015 to inspire and equip students to be innovative, principled, and effective public service leaders, promote meaningful community engagement and civil discourse, and serve as an objective and unbiased resource for citizens and decision-makers in Idaho. The School was designed to ensure that Idaho students, businesses, and taxpayers get the most value out of their investments in higher education by refocusing faculty attention on applied scholarship and teaching that transcends narrow disciplinary boundaries.

Future leaders in public service, whether they are employed within the private, non-profit, or public sectors, require interdisciplinary knowledge and a combination of well-developed hard and soft skills. Graduates from the School of Public Service at Boise State are "systems leaders" well versed in leadership, management, quantitative

reasoning, systems thinking, analytics, communications, and ethics in addition to their particular substantive major. To that end, the School of Public Service has eliminated institutional silos by replacing outdated departmental structures with an integrated School, developed new interdisciplinary academic programs in Global Studies, Urban Studies and Community Development, and Environmental Studies that draw from faculty across the University, explicitly integrated skills development into the curriculum through a new School-wide "core curriculum", and promoted high impact educational practices, including experiential learning programs, that enhance student success on campus and preparation for careers.

Additionally, the School of Public Service facilitates applied research and serves Idaho communities searching for innovative solutions to the seemingly intractable challenges they face. The School revised its tenure and promotion guidelines to emphasize applied research and public engagement. And the School has embraced and reinvigorated the University's historical commitment to public service research by involving faculty and students, from the undergraduate level through the new Ph.D. program, to work in concert with state and local agencies, non-profit organizations and the private sector around issues of workforce, transportation, and economic development through the newly launched Idaho Policy Institute. The Policy Institute is itself a public-private partnership.

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?

First, funding will be used to enhance student learning at the undergraduate and graduate levels. The integration of new faculty lines will facilitate the implementation of new interdisciplinary academic programs and improve retention and graduation rates for students pursuing careers in public service at the undergraduate level while opening new functional tracks for students pursuing the Ph.D. In addition, funding will support student participation in experiential programs that directly enhance skill development and will increase opportunities for undergraduate and graduate students to engage in applied research projects.

Second, line item funding will directly enable positive community outcomes throughout the State of Idaho. Funding for Boise State's Idaho Policy Institute directly supports nonpartisan and rigorous applied research and evaluation studies for use by state and local decision makers, professional training and technical assistance to state and local entities, and seminars, colloquia, and public events convened to promote constructive dialogue and thoughtful deliberation on public issues in Idaho. The Institute conducts public policy and demographic research, publishes economic forecasts and economic impact studies, undertakes rigorous and unbiased public opinion survey research, and offers dispute resolution resources and leadership development and technical assistance to localities throughout Idaho. Each new faculty position created through this appropriation will simultaneously serve interdisciplinary academic programs, and build the School's capacity for applied research.

Additionally, funding will help grow on-line undergraduate and graduate certificate programs in Geographic Information Systems (GIS) that prepare students for emerging careers while supporting research collaborations with state and local entities involving mapping and spatial analysis projects. Finally, funding will grow the capacity of the Center for Idaho History and Politics. The Center has been redesigned to implement internship and experiential programs across the school, and support high quality University-community engagements including the Politics for Lunch series.

It is important to note that program prioritization has informed this budget request in several ways. Specifically:

- The School of Public Service was created during the program prioritization process. Our aim was to create a sharp focus on public service, and thereby better align resources with the institution's public service mission.
- One of the programs that would have ended up in the SPS was in the fifth quintile during program prioritization, and was discontinued the year after program prioritization.
- One of the programs that recently moved to the SPS, the BA in Environmental Studies, scored in the fourth quintile. It was clear at the time that the reason for the low score was that the program was under-resourced and mis-aligned. Our line item request will enable us to invest in what can be a strong program.
- Overall, the remaining programs that would end up in the SPS scored quite well during program prioritization: the undergraduate programs in criminal justice and political science were in the top quintile, and the graduate programs in criminal justice and public policy and administration were in the second and third quintiles, respectively.
- Because the SPS has dissolved its academic departments, the faculty members in the school are much more able to teach in a range of programs instead of only those programs in their home department, thereby creating instructional efficiencies and exposing students to a broader and more relevant array of faculty members.

The university has funded the creation of the School of Public service by the reallocation of existing funds as well as dedicated and local funds. Specifically, there are several investments the university has made recently to support the request.

- One half-time lecturer position funded initially under Boise State's spousal accommodation policy, and will be funded subsequently using reallocated funds.
- One new tenure-track faculty line was created using reallocated funds.
- The resources necessary for one faculty line from the reallocation of funding from the discontinued Master of Community and Regional Planning program.
- One faculty line from the reallocation of a faculty line from the Department of History to the School of Public Service.
- 2. What resources are necessary to implement this request?
 - Eight faculty positions including positions in Applied Economics, Demography, Global Trade, Public Finance, Health Policy, Energy Policy, and

Fiscal Policy that serve new interdisciplinary programs and support applied research initiatives;

- Four administrative leadership positions serving the Idaho Policy Institute, the Center for Idaho History and Politics, the Public Service Leadership Initiative, and the School of Public Service Survey Research Initiative;
- Twelve graduate research assistantships in professional masters and Ph.D. programs that support applied research projects across the School (operating request is for graduate research assistant tuition waivers)
- Two research faculty positions at the Idaho Policy Institute in economic development and economic forecasting;
- Two positions one clinical faculty and one administrative to support the new Geographic Information Systems program and related applied research projects;
- One clinical faculty position supporting student internships and experiential learning programs across the School of Public Service, and
- Ten faculty research fellowships for faculty across Idaho institutions of higher education to participate in applied research projects administered through the Idaho Policy Institute.
- Travel and operating expenses are requested for the above-referenced position.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
 - All requested funds are ongoing.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request serves students at Boise State University by increasing the teaching capacity of new undergraduate interdisciplinary programs, professional masters programs, and the Ph.D. in Public Policy and Administration. Moreover, it serves students by growing skills and experiential programs that effectively prepare students for the workforce. The three existing undergraduate programs of SPS produced an average, over the last 3 years, of 209 baccalaureate graduates per year. As a result of this investment, the number of undergraduate baccalaureate graduates is projected to increase at least 30% and the number of total degrees and certificates is projected to increase over 50%.

In addition, this request serves communities throughout Idaho and all Idahoans that benefit from rigorous, non-partisan applied research. The Idaho Policy Institute was created through the reallocation of existing resources. In its first year, the IPI took on a couple of dozen projects and brought in over \$300,000 in grants and contracts. This investment would dramatically increase the capacity of the IPI to serve the state of Idaho and local communities. We would expect to at least double the number of projects, and similarly would expect that we would increase the contracts and grants

by that amount. However, it is important to note that many projects are pro bono and/or deeply subsidized in order to serve the needs of Idaho communities that may have limited resources.

Without additional funding, the Idaho Policy Institute will be constrained in its ability to serve entities throughout the state and while students will continue to have opportunities to study in traditional academic disciplines, they will likely be less well prepared for emerging careers in the private, public, and non-profit sectors.

ATTACHMENT 6

AGENCY: Boise State University Agency No.: 512 FY 2020 Request

FUNCTION: Instruction, Public

Service Function No.: 01 Page 1 of 4 Pages
Original Submission or

ACTIVITY: Career Readiness Activity No.: Revision No. _2__

A: Decision Unit No: 12.02	Title: Career Readiness			Priority Ranking 2 of 2			
DESCRIPTION	General	Dedicated	Federal	Other	Total		
FULL TIME POSITIONS (FTP)	18				18		
PERSONNEL COSTS:							
1. Salaries	\$792,600				\$792,600		
2. Benefits	417,500				417,500		
3. Group Position Funding	312,600				312,800		
TOTAL PERSONNEL COSTS:	\$1,522,700				\$1,522,700		
OPERATING EXPENDITURES by summary object:							
1. Travel	\$14,000				\$14,000		
2. Operating	681,200				681,200		
TOTAL OPERATING EXPENDITURES:	\$695,200				\$695,200		
CAPITAL OUTLAY							
TOTAL CAPITAL OUTLAY:							
T/B PAYMENTS:							
LUMP SUM:							
GRAND TOTAL	\$2,217,900				\$2,217,900		

Description:

Over the past decade, Boise State University has made significant strides in retention and graduation rates. But it is imperative we continue our focus to ensure our graduates are prepared and ready for the careers that await them in the evolving workplaces of Idaho. We strive to help students identify their passion and purpose, to look ahead to career connections and potential pathways, and to build a college experience that will launch them into their first job and far beyond. We are committed to the tenets of Complete College America and are joining an Association of Public and Land-grant Universities Transformative Cluster Initiative that aims to increase graduate rates even beyond the nationally recognized improvements Boise State has posted so far, thanks in large part to the sustained funding of the Complete College Idaho initiative.

This proposal is central to our next phase and will expand and develop a more coordinated and intentional model of career counseling and advising services to support

students, alumni, and community partners. The goal is to strengthen the first- and second-year student experience, because research shows early and ongoing career exploration and planning is essential to students making the most out of their college experience being best prepared to contribute to society in a meaningful way. Many students require guidance and support to connect their skills, values, and interests to a career path and intentionally engage in their college experience to most effectively meet their career goals. Embedding these coordinated services to students in their college is a best practice that will help us engage early and often both in and out of the classroom.

The efforts will be coordinated and distributed throughout the university to ensure that students have ready access and exposure to career services and counseling, and that these efforts remain a central tenet to the university's "Beyond the Major" approach to ensure that students get the experiences, opportunities, skills and support they need to make the most of their time here and best prepare them for success long after their diploma.

The proposal would spur changes and innovations within the four-year integrated University Foundations general education curriculum; campus career services; first-year orientation; central, college-level and departmental advising; peer mentor programs, and existing online and in-person courses designed to boost student academic success.

This request will reinforce and coordinate campus-wide efforts designed to connect students to career prospects and goals early in their college experience, empower them to seize opportunities inside and outside the classroom while they are here, and learn how to articulate their skills, knowledge and experience that best positions them for the jobs and careers they will seek when they graduate.

The long-term goal is to build on innovations and best practices to establish a cuttingedge and effective student success system that connects each incoming student with a career advisor, academic advisor and peer mentor — as well as create the potential to connect sophisticated career advising and targeted stacked skills and competency credentials to non-traditional and online students, mid-career Idahoans seeking to switch career paths or move up, and more.

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?

Expanding Career Services across campus using an embedded and coordinated model

This proposal seeks to strengthen the first and second year experience and embed career services in the academic colleges. The proposed model amplifies and unites existing career enhancement and employability efforts across campus by intentionally connecting classroom learning, academic advising and support, and career counseling/job search advising through a Student Success Team model in each college. This team will collaborate to integrate academic and career components of a student's education (both in and out of the classroom) to better

prepare them for the transition from college to career. The Student Support Team will work with department/college administration to set strategic direction, outcomes, and accountabilities. Funding will add career specialists to each college to provide direct student contact in the form of one-on-one career counseling/advising, job search advising, workshops/classroom presentations, and career courses. College Career Specialists will also work directly with faculty and administration in each college to embed career education in the classroom.

Funding will also support central career services positions to:

- Counsel and support undecided or at-risk students and special populations
- Develop career content (including specialized career courses) for College Career Specialists.
- Enhance and grow the internship program including offering stronger and more intentional student, faculty, and employer support.
- Increase employer relations efforts including local, regional, and national employer connections and partnerships.
- Offer additional targeted events providing opportunities to connect students and employers.
- Increase student awareness through university-wide and college-specific marketing and social media content

Funding this request will provide the necessary resources for Boise State University to provide a more intentional and connected curricular and co-curricular educational experience that prepares students for work and *life beyond the blue*. This, in turn, will provide employers and community partners with a more career ready workforce.

Boise State currently has budgeted \$530,864 of appropriated funds in the Career Center.

2. What resources are necessary to implement this request?

Academic Colleges – Career Specialists – (8)

Alumni Relations - Career Specialist - (1)

University Foundations – First Year Experience Coordinator (1)

Career Services - Instructional Designer/eLearning (1)

Career Services - Career Development Training Specialist (1)

Career Services – Career Course Manager (1)

Career Services - Employer Relations Events Coordinator (1)

Career Services – Career Technology Coordinator (1)

Career Services - Internship Program Student/Faculty Relations (1)

Career Services – Marketing Specialist (1)

Institutional Research – Career Data Specialist (1)

Travel and operating expenses are needed for the above-referenced positions.

First Year Immersion/Extended Orientation: \$300,000 for a two-day immersion program that, in conjunction with summer orientation, provides students with an indepth overview of available services, resources and programs that combine with the academic experience to augment their preparedness for post-college employment. These funds would go towards

Second Year Cohort Based Targeted Career Exploration: \$100,000 for a coordinated second-year career exploration effort dedicated to increasing the likelihood of progression, persistence, graduation and employability for students identified as "at risk" to stop out of college.

Scholarships to support professional experiences for students who demonstrate financial need: \$158,200

Peer mentoring programs to support first and second year students: \$362,582 including student employment and \$50,000 Peer mentoring curriculum, training and course delivery.

Career Services Technology: The \$50,000 technology budget will be used to pay for annual subscriptions for career education focused web-based technology intended to expand our reach and engage students when and where they want. This technology includes, but is not limited to, career research tools, a mentoring platform, career assessment and guidance systems, and online interview/resume coaching platforms. This budget will also be used to purchase eLearning software used to create interactive, multimedia online modules embedded within courses and virtual workshops accessible 24 hours a day by distance and on-campus students via the Virtual Career Center.

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

This request is focused on ongoing funding to support new positions in these areas, one-time start-up costs, and one-time consulting fees to bring in best practices and expertise as we launch this new distributed and coordinated model of career education. The second component of this proposal implements a first and second year immersion experience designed to encourage students to evaluate purpose, connect to majors and academic programs and identify career pathways. There is no direct revenue associated with this request.

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

This request directly serves students and graduates of Boise State University. Employers, community partners and the State of Idaho's economy are also positively impacted. The infrastructure described in this proposal will improve student participation in early and intentional career planning and access and participation in high-impact educational practices ultimately positively impacting retention and graduation rates, first destination results, and alumni satisfaction and affinity for Boise State University.

ATTACHMENT 7

AGENCY: Office of the State Board of Education Agency No.: 510 FY 2020 Request

FUNCTION: Idaho State University,

General Education Function No.: 03 Page 1 of 15 Pages

ACTIVITY: Expansion of Health

Sciences to Meet State Workforce Original Submission X or Revision No.

Expansion of Health Sciences to Title: **Meet State Workforce Needs** Priority Ranking 1 of 2 A: Decision Unit No: 12.01 Dedicated **DESCRIPTION** General Federal Other Total FULL TIME POSITIONS (FTP) 32.50 32.50 PERSONNEL COSTS: 1. Salaries \$2,149,500 \$2,149,500 2. Benefits 927,000 927,000 66,300 66,300 3. Group Position Funding TOTAL PERSONNEL COSTS: \$3,142,800 \$3,142,800 OPERATING EXPENDITURES by summary object: 1. Travel (ongoing) \$80,000 \$80,000 2. Communications (ongoing) 49,500 49,500 3. Materials/Supplies (ongoing) 226,700 226,700 \$356,200 \$356,200 TOTAL OPERATING EXPENDITURES CAPITAL OUTLAY by summary object: 1. Office Furniture (one-time) \$60,000 \$60,000 2. PC& Workstations 60,000 60,000 3. Clinic Equipment (one-time) 150,000 150,000 TOTAL CAPITAL OUTLAY: \$270,000 \$270,000 T/B PAYMENTS: LUMP SUM: \$3,769,000 GRAND TOTAL \$3,769,000

Idaho State University and the Kasiska Division of Health Science respectfully submit this appropriation request for FY20. ISU would like to thank the State Board of Education, the Governor and his office, and the Idaho Legislature for their ongoing support of our health science programs.

This appropriation request specifically enhances programs prioritized during our budgeting and 3-year planning processes based on workforce needs in the state.

Occupational therapy, speech language pathology, and nursing are high paying, indemand jobs with high vacancy rates in the state of Idaho. In addition, this plan represents a specific focus on recruiting rural and minority students to the health professions to directly address the State Board of Education's 60% goal.

Description

Goals of this Initiative:

- Increase degree production in high demand, health science careers to meet workforce needs of the state
- Enhance recruitment efforts and assist with meeting the State Board of Education's 60% goal and improve functionality and visibility of research and clinical services
- Align research mission with the current health care climate
- Improve clinic training opportunities

Occupational Therapy – Three faculty positions, three staff positions, group position funding, as well as ongoing operating and one-time capital startup costs are being requested to support the expansion of the Occupational Therapy Program to the ISU Meridian Health Science Center. Occupational therapists are one of the top in-demand jobs in the state, currently with 30% vacancy rates according to the Department of Labor.

Idaho State University recently completed a construction project in Meridian where offices, classrooms, laboratories, and clinic space has been built/renovated to be shared by the Department of Physical and Occupational Therapy. Efficiencies were gained by the physical therapy space being designed and created to be a shared space with occupational therapy. This newly created space will improve **Access and Opportunity** for students in Meridian and will meet the accreditation agencies' requirement for equivalent didactic spaces to allow synchronous learning between cohorts in Pocatello and Meridian. Growth of the occupational therapy program is not possible without additional faculty and resources due to accreditation requirements related to expansion. This program has been prioritized within our planning processes and budgeting.

Speech Language Pathology Programs Access and Cost Reduction for Idaho Students – Six and one-half faculty positions, two staff positions, as well as ongoing operating and one-time capital startup costs are being requested to support the reduction of professional fees for Idaho residents and for expanding ISU's speech language pathology programs to the Magic Valley. Speech language therapists are one of the top in-demand jobs in the state, currently with 30% vacancy rates according to the Department of Labor.

The significant costs of the online speech language pathology MS courses inhibits access for Idaho residents who desire to earn this degree but want to do so by taking online courses. Speech language pathology MS online course costs have significantly grown compared with the cost of taking the same face-to-face courses. For example, In addition to tuition, for FY19 all students will pay a \$68.00 per credit professional fee for face-to-face courses. For the same online courses, all students will pay a \$490.00 per credit professional fee. Because of a lack of appropriated monies, the on-line program has resulted in a situation that has students bearing the cost burden of the program. With the additional funding, ISU will be able to reduce the Idaho resident online speech language pathology MS degree professional fee from \$490.00 per credit to \$103.00 per credit. This will create better access and affordability to this program.

In addition to the speech language pathology MS degree, ISU also offers an on-line preprofessional program (post-baccalaureate) for students who graduated with a bachelor's degree or higher in anther field or for those students whose bachelor's degree in communication sciences and disorders is 10 years or older. All students who enroll in this program pay a \$262.00 per credit professional fee in addition to tuition. With the additional funding, ISU will also be able to reduce the Idaho resident online preprofessional degree professional fee from \$262.00 to \$103.00 per credit.

By reducing the online fees for Idaho students, ISU will capture prospective Idaho college students who currently feel as though the speech language pathology degrees are simply too pricey to obtain.

Expanding the speech language pathology programs to the Magic Valley with the reduced Idaho resident professional fee explained above will improve **Access and Opportunity** for students in Twin Falls.

Access to Nursing Programs in SE Idaho – Four and on-half faculty positions, five staff positions, as well as ongoing operating and one-time capital startup costs are being requested to expand ISU's nursing programs in Eastern and Southern Idaho in two ways.

1). The College of Nursing at ISU is participating with industry partners from across Eastern Idaho to increase the number of baccalaureate registered nurses by offering an accelerated nursing program. A pending Department of Labor grant may assist with the initial development of this program, however the sustainability of this project is dependent upon ongoing appropriation. The accelerated nursing program is designed for individuals who have a baccalaureate degree in a field other than nursing. Students complete their baccalaureate degree in nursing over a 12-month period. This new undergraduate accelerated nursing program in Eastern Idaho will run concurrently with the existing, and very popular, accelerated nursing program in Meridian. Students will take classes online in the distance learning classroom environments on the Pocatello and Idaho Falls campuses.

2). The College of Nursing will initiate conversations with College of Southern Idaho (CSI) and St. Luke's Health System to develop a BS Completion hub on the CSI campus in Twin Falls. This program will coordinate BS completion education with CSI, and three other community colleges: the associate degree nursing program at ISU College of Technology, College of Western Idaho (CWI) and College of Eastern Idaho (CEI).

Mental Health Need and Retention – One staff position as well as ongoing operating and one-time capital startup costs are being requested to support the mental health needs of ISU students. Mental health concerns continue to afflict college students in ways that impair their health, learning, and success at universities across the US, including ISU. More students than ever struggle with severe concerns such as suicidal thoughts and behaviors. It is well established that students who receive support for their mental health concerns at university counseling centers live healthier lives and are retained at their institutions at higher rates than the general student body. In order to reduce wait-time for services and improve prevention efforts across campus, additional providers are needed. We request the addition of a staff psychologist/counselor to increase our university counseling center's capacity to help these students live healthier lives and succeed academically.

Health Sciences Student Recruitment and Retention – Two administrator positions, three staff positions, as well as ongoing operating and one-time capital startup costs are being requested to support student recruitment and retention at ISU in four major areas.

- 1). Improve ISU's ability to attract rural and under-represented minority (Hispanic and American Indian) Idaho high school students into professional health training programs offered at ISU and help to grow the State Board of Education's 60% goal. The health sciences at ISU have a renewed interest in the best recruitment and retention practices and programs for their students. Many of these rural and minority students experience a variety of personal, environmental, and institutional barriers that result in a perception that they have limited or no access to college and university education. A coordinator tasked with widely publicizing health education opportunities to high school students, retaining current students in the health sciences, and developing strategies to increase our overall student population is necessary for recruitment, retention and further growth. These efforts will have a positive impact on the health care system by producing even more diverse and competent practicing health care professionals within the state with the goal of many of these students returning to rural and underserved areas.
- 2). Enhance interprofessional education at ISU and the entire state. Interprofessional education is a required element to advance health professional education and is an effective mechanism to improve the overall quality of health care. Additionally, many health professions accreditation standards mandate interprofessional education. Interprofessional education is an important pedagogical approach for preparing health professions students to provide patient care in a collaborative team environment. The appealing premise of interprofessional education is that once health care professionals begin to work together in a collaborative manner, patient care will improve.

Interprofessional education teams enhance the quality of patient care, lower costs, decrease patients' length of stay, and reduce medical errors. Although there is an abundance of evidence supporting the interprofessional education of health professions students, there have been barriers to implementing it completely. This Director will be charged with coordinating interprofessional education at ISU, developing competencies in interprofessional education, identifying issues in implementing interprofessional education in the various programs offered at ISU, and identifying ways to offer interprofessional *continuing* education for health professionals throughout the state.

ISU has the unique distinction and ability to be able to offer interprofessional <u>continuing</u> education credits for nursing, pharmacy, and medicine (including physician assistants). This puts ISU in a position to greatly enhance the interprofessional continuing education offerings for health care providers throughout the state of Idaho. By advancing these opportunities within the state it not only will improve **Access and Opportunity** for students in Idaho, but also to practicing health care providers within the state.

- 3). Expand and improve ISU's clinics. Currently ISU operates 14 in-house clinics including medicine, dentistry, dental hygiene, audiology, speech pathology, counseling, reference laboratory, occupational therapy, physical therapy, vestibular (balance), and wellness. Along with providing quality health care at these sites to everyone regardless of their ability to pay, the investments into these clinics produce graduates that are caring and competent professionals who are well equipped to become leaders in their professions and communities. Identifying community clinical training sites for students has become more and more difficult. Because of the escalating shortage of clinical training sites to accommodate the growing number of students, it is necessary for ISU to focus on developing additional clinical sites and/or alternative solutions to address the training site shortages. These clinics have strong primary care capabilities that decrease health care costs overall. In order to expand its health care offerings a dedicated Clinical Services AVP to focus on opportunities for growth in the number of locations, increased depth and breadth of educational experiences offered to students. and discover opportunities to offer increased or new services that are underserved in Idaho is required. This individual will champion the growth or our health care offerings throughout the state.
- 4). Increase the overall marketing, promotion, and communication of the health care programs offered by ISU by looking for opportunities for increased collaboration or partnerships with health care providers in the state, building media presence and public relations throughout the state, overseeing the usage and strengthening of marketing efforts within the health sciences. This person will be responsible on the execution of marketing, advertising, and promotional campaigns for the health sciences and reviewing and evaluating marketing and promotional efforts.

Rural Health Research & Statewide Health Work Force – Two faculty positions, one staff position, as well as ongoing operating and one-time capital startup costs are being requested to improve health research infrastructure and rural health outcomes and quality. Most of the efforts to improve rural health care to-date have focused on

increasing quality of care by increasing access to primary, routine and emergency care. While this has proven to be very beneficial there are promising new approaches to delivering high-quality care in rural areas. Rural Americans experience significant health disparities. They have a higher incidence of disease and disability, increased mortality rates, lower life expectancies, and higher rates of substance abuse, pain and suffering. As health care moves toward safer practices in delivering quality of care, ISU must adopt a system of evaluating health care quality outcomes data that either reflect the need for improvements, or showcase best practices. The Kasiska Division of Health Science, and specifically the College of Pharmacy and Department of Community and Public Health, have made investments into faculty members who have expertise in evaluating rural health outcomes and quality. A biostatistician and two faculty members will promote a vision of building a culture of safety to prevent patient harm through a research agenda, communication, education, and development of students who are accustomed to working in patient-centered care teams.

Performance Measures

Occupational Therapy - The US Bureau of Labor forecasts a substantial increase in occupational therapy positions by 2020. ISU's occupational therapy program consistently has over 60 applicants per year; 30-40 of these applicants meet the criteria to be admitted and 16 are accepted each year. By expanding this program to Meridian, we will be able to increase the number of seats available by an additional 16. With the robust applicant pool, we expect this program to be fully enrolled the very first year it is offered in Meridian. Graduates are in very high demand as occupational therapy is #2 on Idaho's list of job vacancies.

Speech Language Pathology Programs Access and Cost Reduction for Idaho Students - The US Bureau of Labor Statistics estimates that speech language pathology jobs growing by 19% from 2012 to 2022. In addition to the growing need for speech language pathologists, surveys indicate that 50% of the faculty members at schools of speech language pathology will be eligible for retirement by 2021. Unless the number of new speech language pathologists increases substantially, the shortage will widen further. ISU's speech language pathology MS online degree consistently has over 300 applicants with only 20 accepted each year. ISU's speech language pathology MS on-campus degree consistently has 140 applicants with only 38 accepted each year. ISU's speech language pathology pre-professional admits all that apply, but due to the substantial cost, many Idaho residents consider it financially unattainable. By reducing the overall cost to Idaho residents and by offering a new cohort in the Magic Valley we expect the speech language pathology pre-professional program to attract 20 new Idaho resident students and we will be able to enroll an additional 8 graduate students in the speech language pathology MS programs in the very first year and 16 graduate students by the second year. Graduates are in very high demand as speech language pathology is #1 on Idaho's list of job vacancies.

Access to Nursing Programs in SE Idaho – The institute of Medicine published sentinel research on the outcomes of a national study addressing the Future of Nursing, Advancing Health (2010). The Institute's recommendation was to increase the number of baccalaureate prepared nurses to 80% of the nursing workforce by 2020. St. Luke's Health System has established a policy that all of the new nurses they hire will have a baccalaureate degree by 2023. This policy assures the best possible nursing care is provided in their facilities and meets one of their requirements for Magnet Status. 2017 Idaho Department of Labor Workforce data and Idaho census projection data show that there is an expected population based demand for increased numbers of registered nurses in Ada and Canyon Counties and in Idaho Falls. In addition, as new facilities open in Eastern Idaho, it is projected that 100+ additional registered nurses will be needed before the fall of 2019. To mitigate this workforce shortage problem, each university will need to increase the number of new graduates and employers of nurses will need to focus on retention strategies for their incumbent staff.

While enrollment numbers for the accelerated nursing program in Meridian over the past five years have remained at an average of 33 admits annually, the number of applicants has grown from around 40 in 2015 to 75+ for FY2018 academic year. In the last five years, the accelerated nursing program has had more than 255 applicants. These numbers, along with the growing nursing shortage, indicate the accelerated nursing program is highly desired and the graduates of this program are highly needed in the workforce. By expanding the accelerated nursing program to Eastern Idaho and the BS Completion with the College of Southern Idaho (CSI) and St. Luke's Health System, ISU expects to add 20 new nursing students each year to the programs (for a total of 60 students over a three-year period). This will increase the number of graduates by 20 new baccalaureate prepared RNs each year.

Mental Health Need and Retention – Simply providing counseling serves does not necessarily solve the mental health crisis. Mental health on college campuses is a complicated issue, but it will assist with reducing wait times and contributes to wellness, flourishing, resilience and prevention that is necessary to create an ideal campus mental health system. Because academics and mental health are deeply intertwined increasing the number of providers that students have access to will inevitably lead to increased graduation rates and ultimately students leading more healthy and productive lives.

Health Sciences Student Recruitment and Retention – Increase interprofessional education and continuing educational offerings available for all health care providers throughout the state of Idaho. Increase clinic productivity and grow clinical placement offerings for students. The marketing efforts will grow student and faculty applicant pools, enhance outreach to high schools and under-represented and minority student populations, help to improve the Go On Rate, improve visibility of ISU's health science educational offerings, and increase research accomplishments and services to our communities.

Rural Health Research & Statewide Health Work Force – Double the extramural funding in rural health, health outcomes and quality research within 5 years because of the enhancement of the expertise of ISU's health sciences programs and increased external partnerships with collaborative research.

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?

Occupational Therapy— Three faculty positions, three support staff positions, and adjunct faculty are being requested. Faculty-to-student ratios are used in all laboratory courses to ensure the competence and safety of future graduates. Due to the specialization of faculty, multiple areas of clinical expertise are necessary onsite. In addition to the clinical areas of expertise, two of the requested faculty positions will serve administrative roles including the Occupational Therapy Assistant Program Director and the Assistant Academic Fieldwork Coordinator. These administrative roles are required to provide management of the expanded program, provide increased support for finding and supervising part-time and full-time student clinical affiliations and practicums, and for managing occupational therapy service provision within one or more interprofessional clinics. The staff positions are required to provide clerical support and IT support for the expanded program. The adjunct faculty salaries are required to provide instruction in highly specialized areas of clinical expertise that are not represented by the full time faculty.

Speech Language Pathology Programs Access and Cost Reduction for Idaho Students – Six and ½ faculty positions and two staff positions. One-to-one faculty-to-student ratios are used in all clinical experiences to ensure the competence and safety of future graduates. 50% of one faculty position will be funded with existing institutional funds. Three faculty positions exist but are currently funded from professional fees paid by students. With this request, state appropriated funding will fund these positions. Multiple areas of clinical expertise are necessary onsite. The staff positions are required to provide clerical support and IT support for the expanded programs.

Access to Nursing Programs in SE Idaho – Four and ½ faculty positions and five staff positions. One faculty for every 10 students is needed due to accreditation requirements and to ensure the competence and safety of future graduates. The staff positions are required to provide clerical, IT support, as well as student advising for the expanded programs.

Mental Health Need and Retention – One Psychologist/Counselor position.

Health Sciences Student Recruitment and Retention – Two administrator positions and three staff positions are being requested to support student recruitment and retention at ISU. An Assistant Vice President of Clinical Services, a Director of Rural Outreach Training & Interprofessional Education, a

Marketing and & Promotion Coordinator, a Student Recruitment Coordinator, and an administrative assistant to support the Assistant Vice President of Clinical Services.

Rural Health Research & Statewide Health Work-Force – One Assistant Professor of Health Geography, one Assistant Professor of Implementation Science/Quality Improvement, and one Epidemiologist/Biostatistician.

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

Attached Spreadsheet of Positions

Occupational Therapy - Total Personnel Costs: \$591,400

SLP Access & Cost Reduction for ID - Total Personnel Costs: \$869,400

Access to Nursing Programs in SE Idaho - Total Personnel Costs: \$682,000

Mental Health Need and Retention - Total Personnel Costs: \$92,600

Health Sciences Student Recruit. & Ret. - Total Personnel Costs: \$538,900

Rural Health Res. & Statewide Work Force - Total Personnel Costs: \$368,500

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

Occupational Therapy - This line item request is for new faculty positions and support personnel. The current occupational therapy faculty members in Pocatello will continue to assist in teaching the extended cohort using distance learning technology, online content, and onsite classes, clinics and laboratory sessions.

Speech Language Pathology Programs Access and Cost Reduction for Idaho Students – This line item request is for new faculty positions and support personnel. The current speech language pathology faculty members in Pocatello and Meridian will continue to assist in teaching the extended cohort using distance learning technology, online content, and onsite classes, clinics and laboratory sessions.

Access to Nursing Programs in SE Idaho - This line item request is for new faculty positions and support personnel. The nursing faculty members in Pocatello and Meridian will continue to assist in teaching the extended cohort using distance learning technology, online content, and onsite classes, clinics and laboratory sessions.

Mental Health Need and Retention – This line item request is for a new Psychologist/Counselor. The current ISU counselors will continue to assist in the

mental health needs of ISU students. This position will work extensively with ISU's counseling and testing services in Student Affairs.

Health Sciences Student Recruitment and Retention – This line item request is for new professional staff positions and support personnel. Current clinical faculty members located throughout the state will work extensively with the Clinical Services AVP to enhance the clinical experiences for students and the patients/clients. The Director of Rural Outreach Training & Interprofessional Education will work with the Interprofessional Affairs Council to identify common curricular themes and how to implement interprofessional education in each of the varied health care programs at ISU and to develop an extensive outreach training and professional continuing education system in Idaho. The director of Marketing and Promotion and the Student Recruitment Coordinator will work with existing programs and the marketing and communications office at ISU. Student recruitment and retention will be enhanced to help address the State Board of Education's 60% goal.

Rural Health Research & Statewide Health Work Force – This line item request is for new faculty positions and an epidemiologist/biostatistician. Current tenured and clinical faculty members located throughout the state will work with the Department of Labor, Office of Rural Health, professional organizations, and community health partners to identify health workforce needs and coordinate training opportunities.

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

Occupational Therapy – An ongoing request for additional operating funds and one-time capital outlay will be required during the first year to support supplying the new offices with essential items, purchasing computers and office equipment for the new faculty and staff, providing lab equipment/instrumentation tools to support instruction in the expanded program, as well as funding for travel, communications and materials and supplies and equipment that fall below the \$5K SCO capitalization threshold will also be needed.

Speech Language Pathology Programs Access and Cost Reduction for Idaho Students – A one-time request for capital outlay will be required for supplying the new offices with essential items, purchasing computers and office equipment. Ongoing funding for travel, communications, materials and supplies and equipment that will fall below the \$5K SCO capitalization threshold will also be needed.

Access to Nursing Programs in SE Idaho A one-time request for capital outlay will be required for supplying the new offices with essential items, purchasing computers and office equipment. Ongoing funding for travel, communications, materials and supplies and equipment that will fall below the \$5K SCO capitalization threshold will also be need.

Mental Health Need and Retention – A one-time request for capital outlay will be required for supplying the new office with essential items, purchasing a

computer and office equipment. Ongoing funding for communications, materials and supplies and equipment that will fall below the \$5K SCO capitalization threshold will also be needed.

Health Sciences Student Recruitment and Retention – A one-time request for capital outlay will be required for supplying the new offices with essential items, purchasing computers and office equipment. Ongoing funding for travel, communications, materials and supplies for the office and marketing efforts, and equipment that will fall below the \$5K SCO capitalization threshold will also be needed.

Rural Health Research & Statewide Health Work Force – A one-time request for capital outlay will be required for supplying the new offices with essential items, purchasing computers and office equipment. Ongoing funding for travel, communications, materials and supplies and equipment that will fall below the \$5K SCO capitalization threshold will also be needed.

Ongoing Requests for Operating Expense:

Travel	\$80,000
Communications	\$49,500
Materials/Supplies/Equipment	\$226,700

Total Request for Ongoing Operating Expense: \$356,200

One-Time Request for Capital Outlay:

Total Request for One-Time Capital Outlay:	\$270,000
Clinic Equipment	\$150,000
PC and Workstations	\$60,000
Office Furniture	\$60,000

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

Occupational Therapy- The salaries for the four positions will be ongoing as well as the group position funding. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be needed to provide the necessary resources for the expansion.

Speech Language Pathology Programs Access and Cost Reduction for Idaho Students – The salaries for the eight and a half positions will be ongoing. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

Access to Nursing Programs in SE Idaho – The salaries for the nine and a half positions will be ongoing. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

Mental Health Need and Retention – The salary for the one position will be ongoing. Operating expenses for supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

Health Sciences Student Recruitment and Retention – The salaries for the five positions will be ongoing. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

Rural Health Research & Statewide Health Work Force – The salaries for the three positions will be ongoing. Operating expenses for travel, supplies, communications, etc. will also be ongoing. The one-time request for capital outlay will be used for computers and workstation equipment.

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?

Occupational Therapy – Idaho students who seek an education to become a licensed occupational therapist benefit from this request since twice the number of seats in the occupational therapy program will become available within the state. The cost of an in-state 3-year graduate program is substantially less than out-of-state or private academic institutions. Increasing the number of seats in an Idaho occupational therapy program will provide more opportunities for Idaho residents to receive education they desire while reducing the student debt incurred through pursuing that education. Expansion of this program provides convenience to students who live in the western part of Idaho, and it allows them to capitalize on the clinical placement in the Treasure Valley without having to travel. This expansion will also serve the needs of patients in the state of Idaho as occupational therapists are in high demand to provide patient care.

Idaho employers seeking to hire physical therapists will benefit because the number of graduating therapists within Idaho will double within 3-4 years. There is a tremendous need for occupational therapists in the state.

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

Speech Language Pathology Programs Access and Cost Reduction for Idaho Students – Idaho students who seek an education to become a licensed speech language pathologist benefit from this request since we will be opening another 16 graduate seats in the speech language pathology MS program. The cost for Idaho students to receive either the pre-professional or MS degrees will be substantially reduced. Increasing the number of seats in the speech language pathology programs will provide more opportunities for Idaho residents to receive the education they desire while reducing the student debt incurred through pursuing that education. Expansion of this program provides convenience to students who live in Twin Falls, and it allows them to capitalize on the clinical placement in the Magic Valley without having to travel. This expansion will also serve the needs of patients in the state of Idaho as speech language pathologists are in high demand to provide patient care.

Idaho employers seeking to hire speech language pathologists will benefit because a greater number of licensed providers will be available to hire. There is currently a shortage of speech language pathologists in the state. This will allow more students to enroll in these programs and help to fill this enormous need within the state.

Idaho residents will benefit because they will have access to a greater number of licensed speech language pathologists. There is a greater need for speech language pathologists in schools and Idaho residents will benefit from public schools having a greater number of providers in the state. As over 300,000 Baby Boomers age in in the state of Idaho, they will benefit because there will be an increase in providers as their need for care in skilled nursing facilities, hospitals, home care, and rehabilitation clinics increase.

Access to Nursing Programs in SE Idaho – Idaho students who seek an education to become a Registered Nursed benefit from this request since within three years 30 new seats will become available in the accelerated nursing program and 30 new seats will become available in the BS Completion Nursing program. Increasing the number of seats in Idaho will provide more opportunities for Idaho residents to receive education they desire. Expansion of this program provides convenience to students who live in the eastern and southern parts of Idaho, and it allows them to capitalize on the clinical placements in Twin Falls and in Idaho Falls without having to travel. This expansion will also serve the needs of patients in the state of Idaho, as there is a shortage of Registered Nurses.

Idaho employers seeking to hire Registered Nurses will benefit because a greater number of licensed providers will be available to hire. These nursing programs will have been expanded directly to eastern Idaho where the greatest current and projected need for these providers exists. Employers and recent nursing student graduates will likely have had some previous experience working

with each other during clinical experiences that students received while at ISU. Employers will have a better understanding of the recent graduates' values and attitudes and how they will fit within their organization. This will likely lead to less attrition.

An increase in Registered Nurses will benefit Idaho residents because nurses protect, promote, and optimize the health of those for whom they are responsible. They play a significant role in health promotion and disease prevention, alleviate pain and suffering, and advocate for individuals, families, and communities. Idaho residents will benefit by having additional providers who play a significant role in the overall health of people.

Mental Health Need and Retention – Studies show that 27% of all college students experience some type of mental health problem. Today's college students are facing a serious mental health crisis. One reason for the uptick in demand for counseling is the fact that mental health treatment has drastically improved. Students who previously would not even have been able to attend college can now go because of advanced medication and other forms of treatment. The good thing is that this means that more students have access to a college education, but it also means that ISU's counseling center is having a harder time keeping up with its students' needs. Idaho students will benefit from having an additional provider to help them live healthier lives and succeed academically. It will reduce the amount of wait times for counselors to see students who are seeking assistance.

Health Sciences Student Recruitment and Retention – Idaho students will benefit from additional educational experiences offered by additional clinical sites. This has the potential to increase the number of available seats within the highly sought after health science programs. Offering services to underserved populations enhances the students' experience and knowledge and will make them better health care providers. Research has shown that students who have more interprofessional educational experience and training become better health care providers. Finally, this initiative will allow us to directly address the State Board of Education's 60% goal by attracting rural and minority students to health science careers.

Increasing the number of rural and minority students and developing additional clinical sites in Idaho will allow ISU to allow additional students to enroll and graduate. Clinical placements have proven to be a challenge for ISU because of the limited clinical sites available for student experience and instruction. Idaho employers seeking to hire qualified clinicians will benefit from additional students graduating. These students will be well equipped to provide quality health care. Recruiting and retaining clinicians in underserved areas is difficult and remains challenging for Idaho. Meeting the current need is difficult enough, but the demand for services is expected to grow significantly in the coming years. Having more qualified/experienced clinicians graduating will assist in meeting this

demand. Idaho employers will also benefit from extensive and comprehensive interprofessional education and rural training experiences where they can receive higher levels of training and education over the course of their academic careers.

Idaho residents will benefit because they will have access to clinics and faculty expertise. With the ever-increasing underserved, underinsured/uninsured, and elderly populations, the demand for health care services will only increase. Expansion of ISU clinics in number of locations and/or the number and types of services offered will enhance Idaho resident access to health care services. The availability of accessible and efficient health care in rural Idaho is substantial and a growing concern. Research shows that those who obtain regular primary care receive more preventive services, are more likely to comply with their prescribed treatments, and have lower rates of illness and premature death. Increasing rural health care training and interprofessional education opportunities will translate into more qualified/experienced health care providers within the state. This will translate into a safe and cost-effective health care environment and will position Idaho to potentially meet its growing rural health care needs. Finally, ISU health sciences faculty are experts in their fields and can provide cutting edge care to these vulnerable populations who otherwise may not have access.

Rural Health Research & Statewide Health Work-Force – Expanding the rural, health outcomes and quality research agenda in the Kasiska Division of Health Sciences will provide the state with much needed data and research support, ultimately improving the care provided to Idahoans and identifying workforce trends to guide enrollment planning and student recruitment. The ultimate goal is to provide guidance to the academic programs based on real world needs.

Enhancing the rural, health outcomes, and quality research agenda of the University will enhance community partnerships, improve the quality of health care provided in the state, and ultimately advance patient care. Data collection and analysis is essential to understanding the challenges in rural communities throughout Idaho. Employers will benefit from these efforts because it will allow ISU to focus on addressing the workforce needs of Idaho's health care providers. Many rural communities in Idaho are faced with unique health and health care challenges such as access to affordable and quality care, health inequities, high rates of chronic disease, lack of mental health services and shortages of health care providers. These obstacles reinforce the need for more research and innovation to improve health outcomes in these communities.

AGENCY: Office of the State Board of Education Agency No.: 510 FY 2020 Request

FUNCTION: Idaho State University,

General Education Function No.: 03 Page ____ of __ Pages ACTIVITY: Assessment and Learning Original Submission _X or

in Knowledge Spaces Activity No.: Revision No.

A: Decision Unit No: 12.02	Title: ALEKS	S Funding	Priority Ranking 2 of 2		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS:					
1. Salaries	0				0
2. Benefits	0				0
3. Group Position Funding	\$37,500				\$37,500
TOTAL PERSONNEL COSTS:	\$37,500				\$37,500
OPERATING EXPENDITURES by summary object:					
1. Materials & Supplies – purchase of	\$33,700				\$33,700
ALEKS Tests (\$25 x 1348)					
TOTAL OPERATING EXPENDITURES:	\$33,700				\$33,700
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$8,800				\$8,800
TOTAL CAPITAL OUTLAY:	\$8,800				\$8,800
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$80,000				\$80,000

Description:

The ALEKS (Assessment and Learning in Knowledge Spaces) is a web-based Al assessment and learning system. ALEKS is based on Knowledge Space Theory, and ALEKS assesses each student as an individual, and does so continuously as the student performs the test by using Al to map the student's knowledge, based on responses to test questions. This assists ISU with placing students in the appropriate math course for their knowledge level. ALEKS placement helps students to be successful in their math coursework. This, in turn, removes one of the biggest obstacles to student success and progression toward their academic goals, aiding retention, helping them graduate sooner and saving them money.

Questions:

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

A total of \$80,000 is requested to support the provision of ALEKS testing (a math placement test necessary for placement into math courses at ISU). This amount will pay for the cost of the test itself (\$25) as well as for the cost of proctoring the exam (\$15 per hour).

The agency staffing level for this activity is currently staffed by one (1) full-time testing coordinator, as well as multiple student employees who act as proctors for the ALEKS test exams, as well as other tests provided and proctored by the Testing Center.

The testing center at ISU is self-funded. Revenue is earned when students take tests provided by one of our testing partners, and pay the associated fees with the test. Students pay proctoring fees in some (rare) instances.

Testing revenue heavily subsidizes the mental health counseling functions at ISU, but revenue has been declining for the last two years since the COMPASS math and English placement tool was eliminated.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - Student employees are hired to act as proctors for the ALEKS exams. Students are limited to work no more than 25 hours per week. Most students are not able to work this many hours. Students are not eligible for benefits unless they work in excess of 25 hours per week for more than 12 weeks in a rolling 12 month period.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - Currently, a full-time, twelve (12) month, testing coordinator position is utilized to administrate ALEKS testing in conjunction with the many other tests that are coordinated by the Testing Center. This is a full time position, and we have been charging a portion of the employee's time each month to the ALEKS project.
 - c. List any additional operating funds and capital items needed.
 - Because ALEKS is a computer based test, replacing computers every four years is a prudent measure. Further, computer and data security cannot be guaranteed

when computers are more than four years old, according to the IT department at ISU.

The testing center has approximately 30 computers that must be replaced on a rotating schedule. We aim to replace 8 computers per year at approximately \$1,100 apiece.

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

All of the requests are on-going expenses. Students will take the test each year in advance of registration in order to be appropriately placed. The group part time request will cover student proctors needed to monitor the testing. The materials and supplies will cover the costs of the ALEKS testing, and the capital expenditures will replace ¼ of the computers each year, so that every four years, all computers have been replaced, and none are older than four years.

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

Potential and current ISU students are served by this request. The ALEKS test is used to place students into an appropriate math course, based on their test results. The ALEKS placement test increases the odds of retention, saves students money, and helps them graduate faster by placing them into the most appropriate math class as they start their college career. The ALEKS system allows students to take the exam up to 5 times. Between each administration of the exam, students complete study modules that help them refresh previously learned skills. When they retake the exam, they are more likely to match to a class more in line with their abilities and needs at that time. This reduces the likelihood that students will fail their exams and need to retake classes.

If this is not funded, students will be required to pay for the test, as well as the proctoring fees. During FY 18, this would have cost students an average of \$124. The ALEKS test is \$25, and students can take the test up to 5 times with this fee. Proctoring fees are \$15 per hour, and the test takes, on average, 2 hours. Students would pay a minimum of \$55 for the test, and up to \$175 if they take the test the full five times, as proctor fees are required each time the student tests. Such fees are handled in a variety of ways across the 5 public institutions of higher education using ALEKS. Providing funding to allow students and prospective students to take the exam free of charge will further reduce barriers to access college and make it more likely students will be retained and succeed.

ATTACHMENT 9

AGENCY: College and Universities Agency No.: 510 FY 2020 Request

FUNCTION: University of Idaho Function No.: 04 Page __1_ of 13 Pages

Original Submission X or

ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: 12.01	Title: Student Success & Support		Priority Ranking 1 of 2		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	10.00				10.00
PERSONNEL COSTS:					
1. Salaries	\$570,300				\$570,300
2. Benefits	253,400				253,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$823,700				\$823,700
OPERATING EXPENDITURES by summary object:					
Travel for professional staff	\$41,500				\$41,500
2. General operating	146,000				146,000
TOTAL OPERATING EXPENDITURES:	\$187,500				\$187,500
CAPITAL OUTLAY by summary object:					
1. PC and workstation (OT)	\$35,000				\$35,000
TOTAL CAPITAL OUTLAY:	\$35,000				\$35,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,046,200				\$1,046,200

Description:

This proposal enables the University of Idaho and Division of Student Affairs to uphold both the State Board of Education objectives and the University of Idaho strategic plan by providing essential support to University of Idaho students, resulting in improved student retention and success. This will be achieved by:

- adding personnel in the areas of crisis management and care (four Student Support Case Managers)
- providing critical care and support for students diagnosed on the autism spectrum and various other significant disabilities, which are served by the Raven Scholars Program and the Center for Disability Access & Resources office

- providing much needed support for students through educational outreach efforts (through the hiring of graduate students to engage students as well as increasing educational output resources)
- investing in critical staffing infrastructure improvements in our Counseling & Testing Center

Questions:

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

We are requesting personnel and operating expenses for the following:

<u>Student Support Case Managers.</u> Student Affairs is requesting funds for four (4) case managers who would provide intervention and short-term counseling/referral support for students in the following areas:

- 1. Counseling & Testing—Student Mental Health
- 2. Dean of Students—Crisis Intervention and Faculty Student Support
- 3. Dean of Students—Veteran and Special Population Support
- 4. Dean of Students—Boise area and Student Affairs Generalist support

The case managers would assist with the following areas for student support: suicide prevention programming, medical withdrawals, coordinate mental health assessments programs, managing the CARE team (Note: The CARE team is the University's Behavior Intervention Team for individuals reported for concerning behavior from the campus community), assist students who are veterans with navigation of the Veteran Affairs federal support programs and agencies, alcohol and other drug agency support and assistance, coordination of response in conjunction with local and regional hospitals and mental health facilities, and assistance for faculty in addressing behaviors of concerns in and out of the classroom setting, and provide support to students in the Boise/Southern Idaho area as needed. The case managers would coordinate with community mental health providers and provide follow-up care for discharged students, impacting student retention and success.

The University of Idaho faces a number of significant challenges in providing appropriate mental health services to students with severe and persistent mental health issues. The main campus of the University of Idaho is located in Moscow, Idaho. Given the size of the community (approx. 25,000 individuals), the availability of community resources is limited. The nearest facility for in-patient treatment is 40 miles away (Lewiston). At times, students have had to wait for several days in the local hospital until a longer-term option is available. As a result, early intervention and crisis mitigation will result in better long-term care for students in crisis as well as those individuals with whom they interact on campus.

These students of concern have frequently been in long-term treatment prior to their arrival on campus and often require continued treatment in order to manage their mental health issues. The CTC has provided longer-term treatment to students whenever possible, but this has become increasingly difficult to do for all students who request it given the significant increase in demand for mental health services on campus in the past several years. Case Managers will assist students in identifying mental health resources that are available in the community and coordinate services with these community providers. In addition, the Case Managers will play a critical role in engaging students early when reports of concern arrive in order to best connect them with campus and community support resources. The case managers will have a number of responsibilities. including crisis intervention and triage to high acuity clients who are requesting urgent mental health services at the CTC and assistance with continuity of care for students evaluated and/or admitted to emergency facilities and/or regional psychiatric hospitals. In addition, the Case Managers will ensure continuity of care and assistance with offcampus treatment referral processes and provide guidance to students on issues such as health insurance, co-payments, reduced fee service providers and transportation. Finally, the Case Managers will develop collaborative relationships between community providers and campus support resources (such as the CTC, Dean of Students Office, etc.) which will allow clinicians to make more effective referrals for students who require specialized treatments.

The University has seen significant increases in students facing crisis. Students requesting medical withdrawals (primarily mental health related) rose 12% from 14-15AY to 15-16AY. At the same time, reports of concern (CARE reports) saw comparable increases. The CTC has experienced year-to-year increases in the number of students using mental health services: 11% for 14-15AY and 10% for 15-16AY. The CTC has experienced substantial increases in requests for emergency mental health services: 21% for 14-15AY and 7% increase for 15-16AY as well as a 43% increase in December 2016 as compared to a year ago.

In addition, the University has approximately 250 students who are using the G.I. Bill to attend the institution. Out of those individuals, approximately 95 are vets with disability ratings ranging from 20 to 100% disability. For a student to learn how to navigate the VA system is overly complex and difficult at best, and thus a Case Manager will provide much needed assistance to those individuals moving forward and increase retention rates for those individuals. This particular case manager will also work with special populations on campus (such as students in Greek Life and Athletics), establishing relationships of and assisting them navigating the campus challenges and personal crisis they may encounter.

During the 2016 calendar year, the University of Idaho lost four (4) students to suicide, three (3) within a 2-month span. After those student deaths, a Student Suicide Taskforce was convened to help identify next steps the University could take to address this alarming occurrence, one of the outcomes being increasing personnel to help directly engage students in crisis. Since 1999, the University has lost at least 13 students to suicide, and many more have left the institution due to the inability to connect with

adequate supports. Providing timely and coordinated responses to students in crisis prior to escalation is critical for retention and long-term success. This geographic region has minimal community supports and case managers have specialized training in intervention that allows them to assume a central role for coordinating emergency mental health services and improve the UI's ability to meet the demands related to these high-risk populations.

These four (4) positions will impact student retention. Measures of success will be known by the number of student interventions and retention rates of assisted students by semester. Lack of funding will impact student retention and increase support wait times for other students.

These positions directly support this goal by increasing the connection with campus and community/state/federal partners to better identify students of concern prior to escalation of behavior and to coordinate campus resources following critical incidents. The positions fill the lack of sufficient support staff needed to respond to incidents of crisis in a timely way, impacting student retention efforts and provide support to current staff support efforts. Student Affairs looks to improve remediation programs that focus on early intervention and consistent support across campus. These positions play key roles in early intervention efforts, helping to identify and address concerning behavior prior to significant escalation. Students who engage in crisis level behavior have profound impacts on those around them, including friends, fellow students, faculty and staff. Many students are negatively impacted by suicide threats, attempts, completed suicides, overdoses and transports, disruptive and/or disturbing behavior. The tertiary impact of these types of critical incidents can be difficult to measure, but effective responses will determine whether some students are able to resolve the emotional trauma and remain in school. These positions are critical for supporting State Board of Education and University objectives and will positively impact the campus community and increase retention of impacted students.

The request for case managers follows national trends of establishing positions that engage students in early-on reports of concern to connect with resources for better retention and graduation. Boise State University established a similar position several years ago, hiring a social worker to manage CARE reports, engage directly with students of concern, and refer to campus and community supports. This position is now an Associate Dean of Students at Boise State. An additional position was added to engage another high-risk population (i.e. students from foster homes) to help with retention efforts. Both individuals have social work backgrounds and have positive impacts on the student experience and retention efforts.

Raven Scholars Program. Student Affairs is requesting permanent funding for a Program Coordinator for the Raven Scholars Program, located within the Center for Disability Access and Resources (CDAR). The position is currently funded from gift fund resources; continued funding of the position is contingent on sufficient donor resources.

The Raven Scholars Program is a proven, award-winning pilot project that has served University of Idaho (UI) students with Autism Spectrum Disorder (ASD) since 2011. The Program develops an individualized, supported transition for ASD students by providing wraparound services to sustain their college success and improve their retention. Raven Scholars are supplied with preparation that individuals with ASD typically need in order to adapt to college; they also learn tools to overcome social deficits that may impair them in their interpersonal relationships and in their ability to self-advocate. The Program won the May Dunn Ward Innovative Program Award in 2012 for creativity in addressing student learning. Connected with campus services and ASD-specific learning modes that help them thrive academically and socially, Raven Scholar participants are better equipped to handle the stressors of the UI experience. The Program makes UI unique by providing a platform from which ASD students become capable adults in society with an education that will enhance their ability to lead highly functional lives. Participants are also more likely to return UI's investment in them to the State of Idaho through improved employment rates and enhanced economic participation.

The need for postsecondary ASD educational services is certain to increase due to a continued rise in the rate of ASD diagnosis, especially of high functioning individuals, who are more likely to seek a college education. In fact, the Fall 2017 semester saw the Raven Scholars Program enrollment increase 46% over last year, with 22 students enrolled. The Program has been operating under a gift budget, which will end by fall 2018. The Raven Scholars Program will not survive beyond the 2018 fiscal year without permanent funding support, and permanent standing will provide stability for Ul's ASD population. Without the program, a dramatic drop in the rate of retention will occur.

The Raven Scholars Program is a support program to Center for Disability Access and Resources (CDAR). The Program greatly relieves the impact on other CDAR staff by providing for ASD-specific needs. Without the Program, CDAR would not have the staff and resources to provide sustained contact, service coordination, and wraparound services for ASD students. The Raven Scholars Program also supports two of UI's Strategic Plan Goals, namely, to transform and to cultivate a diverse community.

The Program improves the lives of ASD students by augmenting their academic success and their acceptance into the diversity of the UI community. Raven Scholars participants have an excellent retention rate at over 82% since the Program's founding in 2011 and 88% since 2013. Additionally, the Raven Scholars Program is key to educating on ASD to UI faculty, staff, students, and to the Moscow community.

<u>Center for Disability Access and Resources (CDAR):</u> Student Affairs is requesting permanent funding for two critical support positions—Assistive Technology Specialist (ATS) and C-Print Program Coordinator in the Center for Disability Access and Resources (CDAR). These positions are currently funded from temporary financial resources within Student Affairs; continued funding is contingent on sufficient resources from salary and operating reserves within the division. Permanent funding ensures the positions will be

maintained so students with disabilities are provided equal access to materials, adaptive equipment and provided support so they have access to classes, programs and services.

The University of Idaho is committed to meeting the unfunded federal mandates as set forth by federal law and providing equal and integrated access for individuals with disabilities to all the academic, social, cultural and recreational programs it offers. This commitment is consistent with legal requirements, including Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, and embodies the university's historic determination to ensure the inclusion of all members of its communities. CDAR promotes self-determination and self-advocacy of students with disabilities throughout the university community. CDAR partners with various academic and administrative units on campus to ensure the students with disabilities are provided the opportunity to achieve their utmost potential. CDAR provides services to the University community in order to offer leadership and provide management in Universitywide programs for students with disabilities, facilitate independence in academic, emotional, social, and physical arenas of life, and assist in the orientation of students with disabilities. CDAR provides services that educate faculty and staff about disability awareness and strategies for interacting with students who have disabilities, disseminate information pertaining to laws affecting students with disabilities, and provide services and accommodations that will allow students the opportunity to be successful in an academic setting. CDAR provides services in order to collaborate with other support agencies on campus and in the community to support all aspects of students' college experiences.

The Assistive Technology Specialist (ATS) coordinates and supervises the Alternate Media/Text and Assistive Technology Programs to ensure that students with disabilities receive equal access to materials related to their college experience as well as have the appropriate adaptive equipment to provide equal access to university classes, programs, and services. The Individuals with Disabilities Education Act Sec. 300.105 Assistive Technology, each public agency must ensure that assistive technology device or assistive technology services, or both, as those terms are defined in Sec. 300.5 and 300.6.

The C-Print Coordinator provides reasonable and appropriate accommodations for students with auditory disabilities by coordinating and implementing innovative and upto-date speech-to-text services. Managing and direct supervision of captioning staff monitors captioning software and computer hardware and updates policies as needed to ensure students receiving captioning services are accommodated fully and properly in accordance with the Americans with Disabilities Act and Section 504 Laws. Higher education institutions in the US are legally required to provide closed captioning for recorded lectures, online courses, class materials, and other video content used for teaching and learning.

This proposal is requesting support for two positions to align with compliance with specific university, state, federal or other regulatory directives. Lack of funding impact the institutions ability to remain in compliance with the legal requirements mandated by the federal government

Counseling & Testing Center: The Counseling and Testing Center (CTC) is proposing a new psychologist position to provide administrative coordination of mental health services to University of Idaho students. The Assistant Director for Counseling & Testing Services and Director of Clinical Services, would have primary administrative responsibility for a wide range of activities that support mental health services provided by clinicians and are aligned with the university's and CTC's mission and strategic goals. The Assistant Director would supervise five clinicians who have programmatic responsibility for the following clinical services: emergency mental health services, treatment of psychological trauma, alcohol and other drug treatment, group counseling services, and diagnostic testing services for cognitive and psychiatric disorders. The Assistant Director would work with the Director Counseling & Testing Center and clinical staff to develop a broad range of clinical services to respond to the mental health needs of our student population.

The Assistant Director would also have primary responsibility for a broad range of administrative tasks that are critical for management of mental health services. These would include the development of clinical services policies that reflect best practices in the mental health field, establishment of a quality assurance and utilization review procedures and evaluation of clinical outcomes to determine efficacy of treatment. The Assistant Director would have primary responsibility for coordinating all mental health services at the CTC, including crisis intervention. In addition, the Assistant Director will take the lead role in administrating the CTC's participation in the Center for Collegiate Mental Health (CCMH) and the National College Health Association (NCHA) projects which evaluate mental health trends in the college student population. Finally, the Assistant Director would join the CTC's administrative team that includes the Director, Training Director and Assistant Director for Outreach and Consultative Services.

Vandal Health Education: The Assistant Director of Vandal Health Education will provide oversight for Alcohol & Other Drug (AOD) initiatives that would better serve the needs of UI students and meet the growing demands of the Vandal Health Education department. The Assistant Director position would replace the AOD Program Coordinator position and would be responsible for coordinating substance abuse prevention efforts in addition to supervising the AOD Graduate Support Assistant, maintaining a robust peer education program, and serving as a campus resource for all substance use related initiatives and questions. The Assistant Director would lead all campus health initiatives related to substance use, create networks and collaborate with campus and community partners, and develop collegiate recovery program to support students in recovery. The Assistant Director will also use evidence-based strategies to reduce harm related to other drug use, including but not limited to marijuana, stimulants and other prescription drugs, and opiates; an area of our campus health initiatives that has not been as advanced as it could or should be. The Assistant Director will coordinate alcohol and other drug education for all students who violate the Student Code of Conduct related to alcohol or other drug use.

This proposal is requesting funding support for one Assistant Director of Vandal Health Education to lead health initiatives for students at the University of Idaho. These initiatives serve the mission of the university by impacting student retention efforts, supporting

students through education who may engage in high-risk behavior in high-risk environments, and help to create a healthy living and learning environment.

Counseling & Testing Center: The Counseling & Testing Center is proposing to reallocate the funding for a full-time clinical psychologist from the dedicated student activity fee to state appropriated funding sources. The position is a full-time 12-month appointment. The psychologist conducts psychological service activities, crisis intervention, assessment, case management and is expected to conduct research and scholarship activities. When the position was created, institutional funding was not available to cover the salaries and fringe benefits therefore a request to seek student fee resources was made and approved by the students. This request will transfer the commitment from the student's tuition and fees to state appropriated resources in an effort to provide a reduction in fees each student pays to attend the university.

The request for funding these positions supports the CTC's mission and strategic goals to advance the academic mission of the university by facilitating students' educational, personal, social, and cultural development in order to promote success and persistence within the university.

Vandal Health Education: Vandal Health Education (VHE) is proposing two Graduate Support Assistant (GSA) positions: one position will support Alcohol and Other Drug initiatives and the second will support Sexual Health initiatives. VHE gives over 100 educational seminars and workshops upon request to a variety of student groups, living communities, and classrooms each semester. The workshops address health education topics meant to engage students in conversations so that they can make informed decisions about their own health and well-being. One GSA would work closely with the Assistant Director for Vandal Health Education to adequately train peer educators to deliver workshops around alcohol and other drugs with fidelity, seek out and build relationships with campus partners and living groups that have not previously accessed VHE workshops. The GSA would monitor program effectiveness and enhance workshop components, update program concepts and modules as more research develops around marijuana and other drugs on a college campus. A GSA focused on outreach workshops around substance use would enable the Assistant Director to focus more broadly on evidence-based strategies, creating and supporting a healthy campus culture, and developing a robust peer education program.

A VHE GSA for sexual health initiatives would be responsible co-creating, organizing, implementing, and evaluating Vandal Health Education's sexual health outreach initiatives, including, but not limited to workshops available upon request and our panel discussions that we implement for targeted populations. The GSA would maintain relationships with other campus departments who also conduct outreach related to healthy sexuality in order to ensure programs are delivered according to best practice, and to connect targeted groups with the university's health services. Additionally, the rates of sexually transmitted infections are rising nationally and the rates of protection are decreasing creating the need for VHE to be more proactive and comprehensive in sexual health outreach. The GSA would support the Director of Health Promotion in conducting

focus groups to ultimately create and distribute a healthy sexuality campaign, and monitor and enhance our condom distribution program.

This proposal is requesting funding support for two Graduate Support Assistants to help lead health initiatives for students at the University of Idaho. These two positions are in alignment with increasing educational and professional development opportunities for graduate students while at the same time impacting the campus living and learning environment of students. These initiatives serve the mission of the university by supporting students, creating a healthy learning environment and impacting student retention. Lack of funding will affect expansion of Alcohol & Other Drug and Sexual Health programs key to students fulfilling their educational goals.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - Position: Student Support Case Manager, Student Mental Health, Counseling & Testing Center, 1 FTE, \$55,000, Exempt, Benefits Eligible, Date of Hire: Start FY19
 - 2. Position: Student Support Case Manager, Crisis Intervention and Faculty Student Support, Dean of Students, 1 FTE, \$55,000, Exempt, Benefits Eligible, Date of Hire: Start FY19
 - 3. Position: Program Coordinator, Raven Scholars Program, 1 FTE, \$48,000, Exempt, Benefit Eligible, Date of Hire: Start FY19
 - 4. Position: Student Support Case Manager, Veteran and Special Population Support, Dean of Students, 1 FTE, \$55,000, Exempt, Benefits Eligible, Date of Hire: Start FY19
 - Position: Assistive Technology Specialist, Center for Disabilities, Access and Resources, 1 FTE, \$40,000, Classified, Benefits Eligible Date of Hire: Start of FY 19
 - Position: C-Print Program Coordinator, Center for Disabilities, Access and Resources, 1 FTE, \$38,750, Classified, Benefits Eligible, Date of Hire: Start FY 19.
 - 7. Position: Assistant Director for Counseling & Testing Services & Director of Clinical Services, 1 FTE, \$80,000, Exempt, Benefits Eligible, Date of Hire: Start FY 19

- 8. Position: Student Support Case Manager, Student Affairs Generalist (Boise Area), Dean of Students, 1 FTE, \$55,000, Exempt, Benefits Eligible, Date of Hire: Start FY 19
- 9. Position: Assistant Director Alcohol & Other Drug, Vandal Health Education, 1 FTE, \$49,000, Exempt, Benefits Eligible, Date of Hire: Start of FY 19
- 10. Position: Clinical Psychologist, Counseling & Testing Center, 1 FTE, \$71,552 Exempt, Benefits Eligible, Date of Hire: Start FY 19
- 11. Graduate Support Assistants, Vandal Health Education, \$23,000, Graduate Students, Date of Hire: Start FY 19
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.
 - Student Support Case Manager, Student Mental Health, Counseling & Testing Center
 - Staff Travel: \$5.000
 - Operating Expense: \$7,500
 - Capital Outlay: \$5,000
 - 2. Student Support Case Manager, Crisis Intervention & Faculty Student Support, Dean of Students
 - Staff Travel: \$5,000
 - Operating Expense: \$7,500
 - Capital Outlay: \$5,000
 - 3. Program Coordinator, Raven Scholars Program
 - Staff Travel: \$4.000
 - Operating Expense: \$15,000
 - Capital Outlay: \$5,000
 - 4. Student Support Case Manager, Veteran & Special Populations, Dean of Students
 - Staff Travel: \$5,000
 - Operating Expense: \$7,500
 - Capital Outlay: \$5,000
 - 5. Assistive Technology Specialist, Center for Disabilities, Access and Resources
 - Operating Expenses: \$15,000
 - 6. C-Print Program Coordinator, Center for Disabilities, Access and Resources
 - Operating Expenses: \$15,000
 - 7. Assistant Director for Counseling & Testing Services & Director Clinical Services, Counseling & Testing Center
 - Staff Travel: \$5.000
 - Operating Expense: \$10,000

• Capital Outlay: \$5,000

8. Student Support Case Manager, Student Affairs Generalist Boise Center, Dean of Students

• Staff Travel: \$5,000

• Operating Expense: \$7,500

• Capital Outlay: \$5,000

9. Assistant Director, Alcohol & Other Drug, Vandal Health Education

• Staff Travel: \$7,500

• Operating Expense: \$40,000

• Capital Outlay: \$5,000

10. Clinical Psychologist, Counseling & Testing Center

• Staff Travel: \$5,000

Operating Expense: \$3,000
11. Graduate Support Assistants
Operating Expense: \$18,000

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

All elements of this request, with the exception of capital outlay, are ongoing. There are no major revenue assumptions with the following exceptions:

- 1. Program Coordinator, Raven Scholars Program (1.0 FTE). This budget request is ongoing with the exception of capital outlay. Supplemental funding from carryover of the original trust will total approximately \$20,000 for FY 2019. The program also receives donations and funds raised by University Advancement; \$43,869 was received during 2017. Future donated funds can supplement programmatic activities such as Autism Awareness Month, social and life skills classes, peer-mentoring internships and other student engaging activities. While there are many grants for ASD research, there is a dearth of funds for behavioral, supported-transition programs like the Raven Scholars Program, especially at the postsecondary level. UI backing is critical to the survival of the Program.
- 2. <u>Clinical Psychologist, Counseling & Testing Center.</u> (1.0 FTE) This budget request is ongoing. There are no major revenue assumptions. This position is currently funded from student fee resources. The request will transfer the commitment from student tuition and fees to state appropriated sources.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

- 1. This funding request for the Student Support Case Manager positions (4 FTE) is designed to serve all students. The University has seen significant increases in students facing crisis. Case Managers would provide crisis intervention and short-term counseling/referral support for students. Providing timely and coordinated responses to students in crisis prior to escalation is critical for the saving of lives, retention and long term success of students. Lack of funding will impact student retention and remediation efforts and increase the risk of health and safety to our campus community.
- 2. This funding request for support for the Raven's Scholars Program is designed to serve University of Idaho students with Autism Spectrum Disorder (ASD) If this request is not funded, the Raven Scholars Program will not survive beyond the 2018 fiscal year. This will result in a dramatic decrease in the number of students being served, impacting the retention and go-on rates for the University and the State of Idaho for a high-risk population requiring specific care and support for success.
- 3. This funding request for the Assistive Technology Specialist and C-Print Program Coordinator, Center for Disabilities, Access and Resources are designed to serve students with disabilities, ensure they have equal access and support for classes, programs, and services. In addition, these positions are required for institutional compliance with federal mandates.
- 4. This funding request for the Assistant Director of Counseling & Testing Center position is designed to administrate the services and programs offered by the Counseling & Testing Center. The CTC is a critical student service offering access to a wide range of counseling services at no charge for psychological, behavioral, or learning difficulties for all students. In addition, CTC provides outreach programs focusing on students developmental needs to help them benefit from the academic environment.
- 5. This funding request for the Assistant Director Alcohol & Other Drug is designed to serve all students. This would provide students with greater support for substance abuse prevention, educational programs, and other campus health initiatives.
- 6. This funding request for the Clinical Psychologist position is designed to eliminate the support from the dedicated student activity fees charged to students each semester and lower the cost of enrollment for all full-time students.
- 7. This funding request for the Graduate Support Assistants is designed to serve all students. These positions will support the Alcohol and Other Drug and Sexual Health Initiatives for Vandal Health Education.

ATTACHMENT 10

AGENCY: College & Universities Agency No.: 510 FY 2020 Request

FUNCTION: University of Idaho

Function No.: 04

Page 1 of 7 Pages

Original Submission X or

Activity No.: Revision No. ___

A: Decision Unit No: 12.02	Title: Phase II: Library Investment Priority Ranking 2 of 2					
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)	5.75				5.75	
PERSONNEL COSTS:						
1. Salaries	\$294,700				\$294,700	
2. Benefits	146,000				146,000	
3. Group Position Funding	50,000				50,000	
TOTAL PERSONNEL COSTS:	\$490,700				\$490,700	
OPERATING EXPENDITURES by summary object:						
 Travel Memberships Travel for Memberships Software Licenses General Operating 	\$7,500 70,300 30,000 4,000 3,000				\$7,500 70,300 30,000 4,000 3,000	
TOTAL OPERATING EXPENDITURES:	\$114,800				\$114,800	
CAPITAL OUTLAY by summary object: 1. PC and workstation - OT 2. Non-standard inflation - BASE 3. New journal titles - BASE 4. Monograph purchases - BASE 5. Equipment - BASE	\$16,800 397,000 453,600 427,700 50,000				\$16,800 397,000 453,600 427,700 50,000	
TOTAL CAPITAL OUTLAY:	\$1,345,100				\$1,345,100	
T/B PAYMENTS:						
LUMP SUM:						
GRAND TOTAL	\$1,950,600				\$1,950,600	

Description:

ACTIVITY:

This proposal will significantly increase the University of Idaho's capacity to support research and scholarship, student success, and outreach to the larger Idaho community. This increased capacity will enable the Library to expand resources and activities to match peer and aspirational peer institutions and to provide essential support for the University of Idaho as it expands its research portfolio.

Questions:

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

We are requesting personnel and operating expenses to enable the Library to provide a suite of services to University students and scholars that advance its research, teaching, and land-grant missions. We received partial funding in FY18, which funded two positions and provided one-time funding for non-standard periodical inflation and new journal titles.

Library collections are comprised of two main categories: books (monographs) and e-books and scholarly journals. Books are one-time purchases, while journals require an ongoing subscription cost. We are committed to building and maintaining collections that support faculty and student research and scholarly production in the University's areas of focus. If we do not continuously acquire new materials as they become available, we develop gaps in our collections that hinder faculty and student ability to produce cutting edge research. It is for this reason we are seeking base funding. The inflation rate for hardbound books is approximately 3% per year and the cost of e-books is projected to rise approximately 7%.

Scholarly journals (periodicals) reflect the nearly 90% of the University of Idaho Library's acquisitions. These publications are used by faculty and students as the primary vehicle to communicate research and build new knowledge. Publishing the results of research in prestigious journals is critical to faculty success. Access to scholarly journals is essential to the research process and lack of access to these journals can result in denial of grant funding. Publishers are aware of the competitive market for scholarly periodicals and the essential nature of their product; they control the pricing and have raised subscription renewal costs at rates that exceed the consumer price index for inflation. This is referred to as the "non-standard library materials increase" and funding to accommodate this was once part of the state's budget for all Idaho academic libraries.

For the past ten years, the University of Idaho has approved one-time funding to cover the non-standard library materials increase, the cost of which has risen approximately 6.5% each year for the past ten years. In FY07, we spent approximately \$2.15 million for scholarly periodicals. In FY17, we spent \$3.5 for these titles. We are requesting that non-standard library inflation be incorporated into the base to re-set the budget. While non-standard library inflation will continue to be a challenge for all Idaho's academic libraries, we will continue to work on reestablishing this as a line item in the state's budget.

We are also requesting \$50,000 be added to the base for equipment and infrastructure support. These funds will be used to replace computer systems and server components as required to provide on-going access, security, and support for our growing digital collections, which currently comprise about 15-20 TB of data. Library technologies requiring ongoing support also include those that support student learning and career preparation in the Making, Innovation, and Learning Laboratory and the technology supporting faculty research and skill development in the Center for Digital Inquiry and Learning. In addition to computers and servers, the Library supports 3-D printers, 3-D scanners, virtual reality technologies, and other new learning tools as well as older technologies such as microfilm readers and scanners. Access to these tools and fluency with their capabilities is essential to ensure students and faculty are able to produce the highest levels of knowledge and scholarship in today's world.

Our original request included funding for 50% of a shared marketing and communications position. After further evaluating our needs, we believe resources would be better used to fully fund the salary for an institutional repository programmer.

External peer reviewers note that, while the University of Idaho Library has the distinction of being the largest research library in the state, "within the larger world of research libraries, the University of Idaho Library has failed to measure up." This request for capital outlay, operating expenses, and personnel are designed to address this critique and develop a nationally recognized research library.

Specifically, the Library intends to achieve several goals:

- Increase support for First Year Experience instruction program (.75 FTE instructor)
- Support data management, deposit, reuse, and curation (1 FTE)
- Enable development of a robust institutional repository (1 FTE)
- Provide technical support for faculty in processing activities (1 FTE)
- Address new role of collecting and preserving institutional history (1 FTE)
- Support innovative learning with primary source materials (1 FTE)

These represent essential elements of the function of contemporary leading research libraries. Additionally, this support enables the University of Idaho to further grow its outreach to statewide libraries and museums. We currently share our expertise through webinars and workshops; much more statewide outreach could be done with additional support.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - 1. Position: Institutional repository programmer, \$74,200, FT, classified, benefit eligible, date of hire: July 2019
 - 2. Position: University archivist, Assistant Professor, \$51,500, FT/FY, tenure-track, benefit eligible, date of hire: start AY20
 - 3. Position: Resident Librarian, Instructor, \$36,100, FT/AY, non-tenure track, benefit-eligible, date of hire: start AY20
 - 4. Position: Archivist for Instruction and Engagement, Assistant Professor, \$51,500, FT/FY, tenure-track, benefit eligible, date of hire: start AY20
 - 5. Position: Metadata Librarian, Assistant Professor, \$51,500, FT/FY, tenure-track, benefit eligible, date of hire: start AY20
 - 6. Position: Data services support, Library technician, \$29,900, FT, classified benefit eligible, date of hire, July 2019
 - 7. Student employment: \$50,000
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - c. List any additional operating funds and capital items needed.
 - Operating funds
 - o Travel: \$7,500
 - o Phones, supplies, etc.: \$3,000
 - o Software licenses: \$4,000
 - Memberships and travel (total \$100,305 base)
 - Greater Western Library Alliance, \$16,000
 - Orbis Cascade Alliance, \$35,000
 - HathiTrust, \$15,000
 - Coalition for Networked Information, \$10,000
 - Research Data Alliance, \$5,000
 - Council on Library and Information Resources, \$5,000
 - Digital Library Federation, \$8,000
 - Scholarly Publishing and Academic Resources Coalition (SPARC), \$6,305
 - Capital outlay (total \$1,328,300 base plus \$16,800 one-time)
 - Office furniture and computers: \$16,800
 - o Non-standard periodical inflation added to base: \$397,000
 - New periodical titles added to base: \$453,600

- Monographs added to base: \$427,700
- o Equipment (e.g., Microfilm reader/printers, scanners): \$50,000
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

With the exception of the start-up capital outlay for offices and computers, all of these budget requests are on-going investments.

Investments in Special Collections staff and memberships in appropriate library organizations heighten our ability to seek and secure external funding. The Library has been increasingly active in obtaining grants. For example, the Library recently secured a National Endowment for the Humanities grant in partnership with the Latah County Historical Society that will result in the preservation, digitization, and dissemination of unique privately-owned regional history resources.

Additionally, robust data curation and open access institutional repository infrastructure will increase competitiveness for grants across the University. These are areas that many granting agencies, including the National Science Foundation, Department of Defense, and the National Endowment for the Humanities have deemed crucially important. The positions in this proposal are essential to creating and maintaining this infrastructure.

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

This request is designed to serve all members of the university community (all disciplines, all types of research). It addresses student support from the beginning of a student's career through graduation, creating graduates who are competent and competitive in today's information-rich world. While our students may live in a media saturated environment, studies demonstrate that they are often unable critically evaluate information. Library information literacy instruction is essential in helping our students navigate the world of information that surrounds them as well as helping them construct research projects that are supported by authoritative studies. The University of Idaho Library has librarians assigned to each college to help students learn about how their area of study conducts research and the scholarship unique to the discipline. Students appreciate having these "personal" librarians who help them make connections to services and resources throughout their research process. Librarians troubleshoot a broad range of student concerns including financial aid issues, textbook costs, and the need for tutoring services as

well as more traditional library topics such as citation, copyright, and finding sources. Through formal and informal library instruction, students learn to engage with the language and scholars of their chosen fields; classroom instructors report improvements in student papers after library instruction sessions. Students value the library as much as their instructors. The popularity of the University of Idaho's recently remodeled collaborative study areas is a testament to student enthusiasm for our dedicated learning spaces that support the University's educational goals and the state of Idaho's overall economic and educational goals.

This request sustains and encourages University of Idaho researchers by adding depth to emerging disciplines and provides support for the University's land-grant mission to serve the state. The Library provides special consulting services and shares resources with all Idaho libraries. This investment will provide opportunities for additional student internships and community partnerships, such the existing opportunities with the Latah County Historical Society and Potlatch, Nampa, and Kendrick-Juliaetta's Heritage Society.

The various activities represented in this request support the University of Idaho Library's professional obligation to participate in national dialogues about the future directions of libraries which also raise the state's national profile and prestige.

In addition to serving our community and our state in the ways listed above, this request contributes to the State Board of Education's goal to enroll 60% of graduating high school students. According to a NACUBO study that ranked libraries above fitness and recreation centers, the campus library is one of the top four facilities that students assess when choosing a college. Attractive modern facilities impress students and their families on the tours and information sessions our First Year Experience program provides during university recruitment events. Strengthening the FYE program will allow us to more fully engage with recruitment efforts and inform prospective students and their families about the academic support available at the Library. The Library's liaison program offers a partnership in upper level instruction and research at the disciplinary level that provides a strong scaffold of support for the learning environment for our students.

If unfunded, the University of Idaho will find it difficult to support its research and creative works goals. A successful research institution is one that offers students opportunities to explore global challenges with some of the world's finest scholars. Undergraduates gain valuable access to laboratories and projects as well as the opportunity to learn directly from members of research and scholarship teams. The interdisciplinary nature of such institutions makes for inclusive learning, where engineers are informed by social scientists and chemists learn from artists. If not funded, Idaho would remain as one of the very few states without an adequately funded and staffed research library and this outcome affects the state in multiple

ways: the University of Idaho Library would remain well short of attaining the stature that would support both the current and aspirational needs of the University. Lack of funding would also limit the Library's ability to perform essential outreach to Idaho despite demonstrated need and demand. Funding this proposal would represent a significant investment in the future of our state and its people.

ATTACHMENT 11

AGENCY: Lewis-Clark State College Agency No.: 511 FY 2020 Request

FUNCTION: General Education Function No.: 05 Page 1 of 4 Pages

Original Submission X or

ACTIVITY: Adult Learner Program Activity No.: Revision No. ___

A: Decision Unit No: 12.01	Title: Adult Learner Program		m	Priority Ranking 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	7.00				7.00
PERSONNEL COSTS:					
1. Salaries	\$349,000				\$349,000
2. Benefits	160,700				160,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$509,700				\$509,700
OPERATING EXPENDITURES by summary object:					
1. Travel	\$8,000				\$8,000
2. Operating Expense	18,000				18,000
TOTAL OPERATING EXPENDITURES:	\$26,000				\$26,000
CAPITAL OUTLAY by summary object:					
1. PC and workstations (seven)	\$12,000				\$12,000
TOTAL CAPITAL OUTLAY:	\$12,000				\$12,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$547,700				\$547,700

<u>Description</u>: Inspired by the new Complete College America (CCA) strategy, *A Better Deal for Returning Adults*, and building on Lewis-Clark's long tradition of serving nontraditional students, the focus of this FY20 Line Item request is to launch a highly focused Adult Learner Program (ALP). In 2017, the average age of Career & Technical students was 27 years, and of "Academic" students, 24. We believe there is a meaningful number of individuals, age 25 an older with some college credit, within our service regions who will benefit from the ALP, many of whom will also benefit from the 'adult learners' portion of the state's Opportunity Scholarship program.

Mirroring CCA's strategy, the outcomes of this program are 1) increase degree attainment in adult learners, 2) offer accelerated academic terms (8-weeks), 3) create structured schedules in targeted instructional programs, 4) enhance use of Prior Learning Assessment (PLA), and 5) provide support to help adult students navigate the many systems in place at LCSC. To be successful, this must be a program that surrounds the

adult student with outstanding instruction and high-quality, easily accessible support services.

In preparation for the Adult Learner Program, a campus wide committee was charged to explore potential sources of adult learners in LC's service regions, degree and certificate programs of greatest interest to prospective adult learners, barriers to participation, existing services and those that need adaptation, how outreach centers could support the ALP, financial models to support adult learners, and a review of national data and successful programs.

The committee returned three broad recommendations, each with multiple components. To create an ALP requires reconfiguration of the days/ times / delivery modes by which four programs are offered (2 academic, 2 CTE), the manner and frequency in which the student receives academic and professional advising, a redesign of the academic calendar, and restructuring of financial aid processes. Specific essential activities include creating 8-week instructional terms and aligning financial aid packages (manual processes) to the new term length, strengthening processes for transcript evaluation and evaluation of eligibility for Prior Learning Assessment credit, and enhanced hours of availability for student counseling, financial aid, registrar, admissions, testing center, IT help desk, etc.

Alignment with institution/ Board strategic plans: Development of an Adult Learner Program fits with SBOE's FY19 Goals 2 (Educational Attainment) and 3 (Workforce Readiness). The program aligns with LCSC's 2018-2023 Strategic Plan Goal 2 Increase student enrollment, retention and completion: Objective 2.B. Increase the number of non-traditional, adult learners enro lled in degree program s. LCSC's Core Theme I. Opportunity: Expand access to higher education and lifelong lea rning provides a fitting backdrop for this initiative.

Performance Measures: Relevant FY19 SBOE measures include Percentage of Idahoans (ages 24-35) who have a college degree or certificate requiring one academic year or more of study—benchmark: 60%. LCSC measures: Number of adult learners age 25 or older and increase in online headcount, as well as number of degrees or certificates.

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?

New resources are personnel focused to provide year-round instruction, to coordinate the financial aid, transfer agreement, and PLA processes, and to enhance program-specific professional academic advisement.

Lewis-Clark State College seeks funds for year-round instruction in two key academic programs, allowing accelerated program completion. A Transfer Agreement Coordinator is being sought to manage the process of developing and updating program-specific and institutional articulation agreements to ensure a more seamless transfer process to LCSC and to support compliance with federal

consumer information laws related to transfer and articulation agreements. A Financial Aid Specialist will manage timely financial aid awarding processes for students completing a degree in an alternative and/or accelerated terms, which involves time intensive manual processing. Advisors are requested to assist adult learners in building schedules and navigating graduation requirements. It is anticipated that advisement of ALP students will be complex, and require a high degree of specialization and frequent coordination with instructional divisions. Finally, the college is requesting funding for a coordinator who will oversee all aspects of class scheduling, coordination of services, and student outreach.

Through the program prioritization process, existing resources will be reallocated to support online course development, recruitment and marketing campaigns focused on prospective students, and some aspects of student support. This includes developing alternative work schedules for key personnel and/or integrating processes or services to best serve adult learners. Current CTE funds are available for reallocation to support two adult-learner-focused career & technical programs.

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

Title	Pay Grade	FT or PT	Benefit Elig	Date of Hire	Term Service
Coordinator	\$50,000	1.0 FTE	Yes	July 1, 2019	12-month
Transfer Agreement Coordinator	\$40,000	1.0 FTE	Yes	July 1, 2019	12-month
Advisor	\$40,000 x 2 = \$80,000	2.0 FTE	Yes	July 1, 2019	12-month
Financial Aid Specialist	\$45,000	1.0 FTE	Yes	July 1, 2019	12-month
Year-round instructor	\$67,000 x 2 = \$134,000	2.0 FTE	Yes	Fall 2019	12-month

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

Through the program prioritization process, existing resources will be reallocated to support online course development. As previously referenced, the Financial Aid, Advising, and Counseling offices will be

directed to expand their business hours into the evening or perhaps on Saturdays, to accommodate the adult learners.

- Operating expense for new positions: see attachment for detail (total \$18,000 + \$8,000 for travel).
- One-time capital outlay for office set up: see attachment for detail (total \$12,000).
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

To create a comprehensive and sustainable program, with the exception of Capital Outlay, the request is for ongoing State General Funds. The attached spreadsheet lists requested positions in order of priority.

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

The ALP will serve adults in LC's service regions, age 25 and older who have completed some college and wish to attain a degree or certificate. Receipt of funding will allow for a wrap-around program with year-round instruction, accessible support services, within 8-weeks academic terms in 4 instructional programs (2 academic; 2 CTE). LCSC is committed to meeting the needs of non-traditional students and adult learners. If the project is not funded, we will continue to move forward, implementing the program in small increments and with a narrower focus, as internal resource reallocation allows.

Note: While the focus of this request is on a new Adult Learner Program, each of the requested positions will also benefit current and future LCSC students. For example, it is anticipated that a number of students would select courses scheduled in 8-week terms, necessitating manual processing of the financial aid award.

ATTACHMENT 12

AGENCY: Lewis-Clark State College Agency No.: 511 FY 2020 Request

FUNCTION: General Education Function No.: 05 Page ____ of __ Pages Original Submission X or

ACTIVITY: **Accessibility and Safety**Activity No.:

Revision No.

A: Decision Unit No: 12.02	Title: Accessibility and Safety		ety	Priority Ranking 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.0
PERSONNEL COSTS:					
1. Salaries	\$179,500				\$179,500
2. Benefits	79,500				79,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$259,000				\$259,000
OPERATING EXPENDITURES by summary object:					
Operating Expense	\$43,300				\$43,300
TOTAL OPERATING EXPENDITURES:	\$43,300				\$43,300
CAPITAL OUTLAY by summary object:	. ,				
1. PC and workstation	\$9,000				\$9,000
TOTAL CAPITAL OUTLAY:	\$9,000				\$9,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$311,300				\$311,300

Description: Lewis-Clark State College has historically seen part of its niche as service to non-traditional and first-generation College students. In order to better serve those students and provide a campus that is accessible and safe for all, the objective of this FY20 line item is to first create better access for students with disabilities. According to a May 19, 2016 briefing Paper from the National Council on Disability, "Students with disabilities are attending postsecondary education at rates similar to nondisabled students but the completion rates are significantly lower. (only 34 percent finish a four-year degree in eight years), indicating the possibility of inadequate or inappropriate supports and services." In order to support students with disability needs, and seeking to meet what is a growing need at the college, LCSC is requesting support for a full-time Disabilities Services Coordinator, with substantial funding to help provide advising, support and equipment.

LCSC is also challenged to meet expanding compliance requirements without sacrificing educational quality. Assessment of compliance measures on campus indicate that in order to effectively manage the requirements of the Governor's Task Force on Higher Education, current staffing and technology must be supplemented to an extent that requires more than merely relocating internal funding.

Through assessment and accreditation processes, LCSC became aware of the many areas across campus where environmental safety standards are required. However, many different people address environmental safety in their own division or department, but no one office holds oversight for such standards. Lewis-Clark State College is the only four-year institution in Idaho without a distinct Environmental Health and Safety Department. Establishment of this position would be the beginning of the creation of clear policies and procedures to support compliance on issues such as waste disposal, hazardous material disposal, and operational safety.

Alignment with institution/ Board strategic plans: This request fulfills the State Board of Education's Goal 1, Objective C (Higher Level of Educational Attainment – Increase successful progression through Idaho's educational system) and its superordinate goal of the State Board of Education to provide a secure and safe environment to support LCSC's learning objectives and assures compliance with standards set forth by the Governor's Task Force on Cyber-Security. It further supports LCSC's Strategic Plan Goal 2, to increase student enrollment, retention and completion by assuring equal access for all students and LCSC's Strategic Plan Goal 3, to foster inclusion throughout campus culture and processes.

Performance Measures: Relevant FY19 SBOE measures include Percentage of Idahoans (ages 24-35) who have a college degree or certificate requiring one academic year or more of study—benchmark: 60%.

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?

Lewis-Clark State College requests on-going funding for a full-time (1.0 FTE) Disability Services Coordinator and additional resources to support compliance with the Americans with Disability Act related to classroom and service accommodations. The college has relied upon counseling staff to perform this function since the early 1990s. But, as demand for student counseling as grown as well as demand for disability accommodations, this model is no longer sustainable. The complexities of developing accommodations for students in all facets of their educational experience plus the growing number of requests filed by students (an increase of 18% from the 2015-16 academic year to the 2017-18 academic year) justify this request. Further, the expenses associated with accommodating student disabilities has also increased. Federal requirements for accommodating hearing-impaired students, for example, have changed such that only interpreters with specific certifications are considered "appropriate." Costs for such interpreters can be as much as \$42 per hour – especially in North Central Idaho, which has a limited pool of interpreters in general. Specialized computer equipment required by students with visual impairments or other high tech

equipment, which the college is required by federal law to provide, also represent a growing financial burden for the institution. The demand for assistive technology, interpreter services, and similar support has more than doubled in two years.

A 1.0 FTE Cybersecurity Analyst is requested to support the work of the Governor's Task Force on Cybersecurity, and to address critical security controls. As cyberattacks increase in number, the position will focus on the creation of secure systems and employee awareness on matters involving cybersecurity. The request rose from priorities established through LCSC's annual assessment process, which is an outgrowth of the program prioritization initiative established by the State Board of Education. In order to meet the expectations of the Governor's Cybersecurity Task Force, it became apparent that the current personnel structure within IT to address these needs through multiple positions is not efficient in meeting and addressing cybersecurity needs. It is anticipated that this position would result in the development of better campus initiative to educate students, faculty and staff of cybersecurity issues and create awareness of the appropriate ways to respond to various threats. Further, this position will be tasked with building a more secure infrastructure.

The College also seeks funding for a 1.0 FTE Environmental Health & Safety Specialist. This will position will allow us to operate in accordance with best practices regarding potentially hazardous materials, and will be responsible for the creation of institution-wide policies and protocols. The Environmental Health & Safety Specialist will go beyond ensuring compliance by helping to establish laboratory procedures that will serve as a model for students in their chosen professions.

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

Title	Salary	FT/PT	Benefit Elig	Date of Hire	Term
Disability Services Coordinator	\$60,000	1.0 FTE	Yes	July 1, 2019	12-month
Cybersecurity Analyst	\$58,710	1.0 FTE	Yes	July 1, 2018	12-month
Environmental Health & Safety Specialist	\$60,770	1.0 FTE	Yes	July 1, 2018	12-month

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

Existing operations will be positively impacted by creating centralized recordkeeping, processes and policies to protect the institution and the various constituencies it supports. Existing employees will be freed from the responsibility of researching and determining best practices, allowing faculty, in particular, to focus on implementing compliance, rather than researching compliance. Further, establishment of best practices across the institution will elevate awareness of concerns and issues that can be more easily and quickly addressed.

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

For the Disabilities Services Coordinator, the College requests \$34,000 in ongoing funding to support the hiring of sign language interpreters and other accommodations for students, and further requests \$3,000 for a computer workstation.

Operating funds for the other two positions include basic office support/supplies, and the addition of a Cisco Umbrella license (\$7,800), which extends domain name/phishing protection and provides content filtering. Capital Outlay includes a computer workstation for each of those two requested positions, totaling \$an additional \$6,000.

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

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

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

All the requested items support either existing or future students, particularly to attract students who may need to have disability requirements met. Although the institution has engaged in the continual reallocation of funds to support these students, the cot to do so continues to outpace our ability to reallocate funding. The College acknowledges that compliance support may seem a little less attractive for funding purposes, but in order to address the growing areas of required compliance that provide a secure environment for students. The College requests the support to better advance its efforts in these areas.

If these positions are not funded, the exposure of the institution to liability due to decentralized processes could create both financial and reputational risk.

AGENCY: Career Technical Educations Agency No.: 503 FY 2020 Request

FUNCTION: State Leadership Function No.: 01 Page ___ of __ Pages Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.01	Title: CTE Da	ata Analysis	alysis Priority Ranking 1 of		ng 1 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$49,100				\$49,100
2. Benefits	24,800				24,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$73,900				\$73,900
OPERATING EXPENDITURES by summary object:					
Travel and Operatng	\$10,000				\$10,000
TOTAL OPERATING EXPENDITURES:	\$10,000				\$10,000
CAPITAL OUTLAY by summary object:					
Office and workstation construction	\$14,000				\$14,000
TOTAL CAPITAL OUTLAY:	\$14,000				\$14,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$97,900				\$97,900

Description:

As part of its initiative to increase accountability and oversight and to improve student learning outcomes, the Division shifted resources in FY 2017 to hire a research analyst and expanded its focus on data analysis. With the implementation of Skillstack ©, CTEMS, connection to State Department of Education's (SDE) ISEE system as well as the rollout of the program quality initiative and the Workforce Incentive Grant, the Division is seeking additional resources to ensure the success of these efforts. The Division is also focused on stronger connectivity with the State Board of Education's Longitudinal Data System. This position will enable streamlining of our data collection procedures, ensure the accuracy and comparability of data, and enable us to better analyze data for our program improvement efforts.

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 one full-time Research Analyst to join our performance management office. There is currently a Performance Management Director and a Research Analyst, senior in this area. Implementation of new systems including Skillstack ©, CTEMS, program quality initiative and the Workforce Incentive Grant. The Division is also focused on stronger connectivity with the State Board of Education's Longitudinal Data System and connection to SDE's ISEE system is increasing the demand for Division resources in this area.

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

The Division is requesting a full-time benefit eligible Research Analyst, Senior (Nonclassified- Paygrade L)

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

No resources will be redirected. This will expand current capacity in this area.

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

This request includes funding for ongoing operating expenses such as travel, professional development, and office related expenses. This request also includes one- time funding to repurpose existing space into an office.

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.

Personnel and Operating requested is ongoing. Capital is one-time.

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

Secondary and postsecondary students and administrators will benefit from this additional resource, which will allow us to improve student outcomes and CTE programs throughout Idaho. Educators and Division Program Quality Managers will have reliable data and reports to make data- driven decisions on programs and opportunities to improve programs.

AGENCY: Career Technical Educations Agency No.: 503 FY 2020 Request

FUNCTION: State Leadership Function No.: 01 Page ____ of __ Pages Original Submission X or

ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: 12.02	Title: CTE Student Engagement		Priority Ranking 2 of 11		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$72,700				\$72,700
2. Benefits	30,000				30,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$102,700				\$102,700
OPERATING EXPENDITURES by summary object:					
Travel and Operating	\$10,000				\$10,000
TOTAL OPERATING EXPENDITURES:	\$10,000				\$10,000
CAPITAL OUTLAY by summary object:	ψ.ο,οοο				ψ10,000
Office and workstation construction	\$14,000				\$14,000
TOTAL CAPITAL OUTLAY:	\$14,000				\$14,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$126,700				\$126,700

Description:

As the Division continues its efforts to expand quality CTE offerings and strengthen the pipeline of CTE students and concentrators, more emphasis is being placed on how we directly engage with students. This engagement includes the development of close working relationships with counselors, college and career advisors, and transition coordinators, as well as facilitating usage of SkillStack as a means to demonstrate CTE competencies. This position will also aide in recruitment and retention in Career & Technical Student Organizations.

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 one full-time Director of CTE Student Engagement. Student engagement is currently accomplished indirectly through a number of employees. This shift would centralize that function and strengthen not only support and outreach, but accountability and oversight of how our programs are communicated to the field and prioritized within the education system.

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

The Division is requesting a full-time benefit eligible Director of CTE Student Engagement (Nonclassified- Paygrade P)

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

This position will move functions currently under the responsibility of the Postsecondary Director and the Planning and Policy Director allowing them to focus on their respective responsibilities while allowing the Division to put more effort into communicating directly with students, counselors, and transition coordinators to help ensure continuity of student services and improve student learning outcomes.

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

This request includes funding for ongoing operating expenses such as travel, professional development, office related expenses. This request also includes one-time funding to repurpose existing space into an office.

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.

Personnel and Operating requested is ongoing. Capital is one-time.

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

Secondary and postsecondary CTE students will benefit the most from funding this request. The addition of this dedicated position within our office will help ensure students have access to the resources they need, and that information is communicated to teachers and administrators in ways that advocate for CTE and for better student learning outcomes. Counselors, transition coordinators, and college and career advisors will also benefit from having consistent, relevant information about CTE and how it can improve Idaho's go-on rate.

Given the ongoing support and growth of CTE in Idaho, not funding this request will continue to put a strain on existing resources. Consequently, it will limit the Division's ability to maximize support for our students and counselors, jeopardizing the foundation we have worked so diligently to build.

FUNCTION: General Programs

Function No.: 02

Page ____ of __ Pages
Original Submission X or

Activity No.: Revision No. ____

A: Decision Unit No: 12.03	Title: Progra	m Alignment		Priority Rank	ing 3 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
Industry Standards & Tests	\$138,000				\$138,000
2. Post-Secondary Trainers	40,000				40,000
3. Meeting Facility Rental	2,000				2,000
TOTAL OPERATING EXPENDITURES:	\$180,000				\$180,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$180,000				\$180,000

Description:

ACTIVITY:

The purpose of program alignment is to increase the go-on rate of high school CTE students. Alignment efforts focus on the successful transition of students from secondary to aligned postsecondary CTE programs and to promote the successful completion of that postsecondary CTE program with a degree, technical certificate, or industry credential. Through a partnership of ICTE, secondary, and postsecondary stakeholders, program alignment supports Idaho students accomplishing the following:

- 1. Take equivalent technical courses anywhere within the public education system, including statewide assessments for Technical Competency Credit through Idaho SkillStack®
- 2. Transcribe earned Technical Competency Credits (upon enrollment at an Idaho Technical College) while minimizing institutional barriers and access to CTE programs.

3. Attain their highest educational aspirations in the most efficient and effective manner as a result of clear and consistent standards driven by industry.

In 2015, the Idaho Legislature amended <u>Idaho Code 33-2205</u> to formally codify the statewide alignment framework and allow the Division to provide incentives to Idaho public colleges as they align their foundational courses to "ensure that postsecondary credits earned by a student in a career technical education program will transfer at the full credit value to any public Idaho college or university in a like program of study and to ensure that such postsecondary credits will be treated by any such public college or university as satisfying specific course requirements in the student's program of study." Since the initial legislation was enacted, Idaho has aligned 26 CTE programs and continues to make strides in aligning the remaining pathways.

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?
 - Since FY 2015 this request has been funded on a one-time basis. As the total number of pathways has been finalized, we are able to more accurately project costs on a long-term basis. This request continues this funding on an ongoing basis.
- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

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

None

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

Included in this line item are the costs of the assessments and the development of new program standards. This item also includes the costs associated with reviewing standards and assessments annually, and updating them to align with industry needs. This request includes ongoing funding for postsecondary teachers to train secondary teachers on the assessments, which will better prepare students to pass the assessments and be prepared for their postsecondary programs.

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

This request is for ongoing funding.

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

Program alignment collectively benefits students, secondary teachers, postsecondary faculty, and industry through increased participation, training and collaboration.

FUNCTION: General Programs

Function No.: 02

Page ____ of __ Pages
Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.04	Title: Middle	School CTE		Priority Rank	ing 4 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object: 1. Standards and Assessments					
1. Otandards and Assessments	\$30,000				\$30,000
Online Techer Courses					
	20,000				20,000
3. Professional Development TOTAL OPERATING	18,000				18,000
EXPENDITURES:	\$68,000				\$68,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$288,000				\$288,000
LUMP SUM:					
GRAND TOTAL	\$356,000				\$356,000

Description:

In the 2018 legislative session, amendments to Idaho Code 33-2202 expanded the definition of career and technical education to allow the Division of Career Technical Education to develop and fund specific courses or programs offered in grades 7 and 8, as approved by the State Board of Education.

For FY 2019, the legislature appropriated funding for two positions including a middle school program quality manager and an administrative assistant. The Division will use those new positions and existing resources to conduct outreach and training to middle school administration, teachers, and counselors regarding the value of CTE, conduct focus groups with middle school administration, as well as research current career

exploration offerings in Idaho and other states. The Division will also create the teacher endorsement, draft teacher training, and identify pilot schools.

Questions:

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

For FY2019, the Division received funding for two FTEs related to the development of CTE in the middle school. This request is for one-time funds of \$356,000 to cover the costs of identifying standards, creating assessments, developing curriculum, and working with the identified pilot schools to ensure the new middle school CTE program has listed their school or district's FY21 course catalogs. The funds will also cover the costs to develop and implement training for newly endorsed teachers.

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

None

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

None

- c. List any additional operating funds and capital items needed. None
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards. The entire amount is for one-time funding.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request allows the Division to develop and implement introductory CTE in grades 7 and 8. For FY2019, the Division received funding for two FTEs. For FY 2019, The Division is using these two new FTEs to fund the preliminary research and development of the middle school framework, including training and outreach.

This FY2020 request would fund middle school students and programs will benefit by having access to exploratory CTE, which will provide them with more career exploration opportunities and increase the number of secondary CTE students. If this request is not funded, the Division will not be able to complete the development of the new middle school program, nor will the Division be able to provide these opportunities to middle school students statewide.

FUNCTION: General Programs

Function No.: 02

Page ____ of __ Pages

Original Submission X or

Activity No.: Revision No.

A: Decision Unit No: 12.05	Title: InSpire	Priority Rank	Priority Ranking 5 of 11		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$410,000				\$410,000
LUMP SUM:					
GRAND TOTAL	\$410,000				\$410,000

Description:

ACTIVITY:

In response to the ongoing CTE teacher shortage, the Division implemented a new certification program for individuals entering the CTE teaching profession. The INSPIRE to Educate program is intended to offer an alternative route for new CTE teachers who have been recruited from industry. These new teachers have the subject matter expertise, but may lack the fundamentals of teaching, either at the secondary or postsecondary level. The INSPIRE program provides teachers and districts a no- or low-cost option for teachers to receive the necessary training while still meeting the CTE needs of the district or institution to improve high quality CTE programs.

Historically these teachers were required to attend formal programs at the Universities at significant cost to them both financially and in terms of time and travel. The Division implemented the program in fall 2017 and since that time, 75 teachers have completed their first year of the 2 year program. The Division requires additional funding to

maintain this program which is both more successful and therefore more costly than anticipated.

Questions:

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

The Division is requesting \$410,000, which is paid to University of Idaho for implementing the program throughout the State. No additional Division FTE is required to continue the project defined in this request. The Certification Director and related Administrative Assistant will continue to manage the project at the Division level.

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

No additional FTE at the Division.

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

None. The current structure at the Division is adequate.

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

No additional operating of capital funding is required.

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

This request is for ongoing funding to continue the program grant to University of Idaho. An initial grant to implement this project in the 2017-2018 pilot year was awarded to The University of Idaho (U of I). The U of I hired six (6) Instructional Mentors, as well as Observational Mentors for seventy-two (72) participants. With a new cohort beginning in the 2018-2019, six (6) additional Instructional Mentors, and additional Observational Mentors will need to be hired.

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

This program benefits new CTE teachers transitioning from industry to education. As these teachers will have more support and training to assist them in their classrooms, this request will also benefit administrators and students with higher teacher recruitment and retention rates. If the Division is unable to continue funding this program, the long term success of this program would be at risk.

FUNCTION: General Programs

Function No.: 02

Page ____ of __ Pages
Original Submission X or

Activity No.: Revision No.

A: Decision Unit No: 12.06	Title: Teacher Preparation Priority Ranking 6 of				ing 6 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$515,000				\$515,000
LUMP SUM:					
GRAND TOTAL	\$515,000				\$515,000

Description:

ACTIVITY:

For over 20 years, the Division has helped fund the CTE teacher preparation programs at University of Idaho and Idaho State University. This funding is intended to support traditional 4-year degree educator training for CTE teachers. These programs are the primary education pipelines for teachers in the areas of agriculture, business, technology education and family consumer sciences. Due to limited interest in CTE teaching careers, the current numbers of student teachers aren't adequate to sustain these programs at the Universities. Without the additional funding provided by the Division, the programs would likely be closed, further jeopardizing the ability of Idaho secondary and postsecondary programs to find CTE teachers. Currently the Division funds these programs out of state leadership dollars allocated to the Division. The combination of increased expenses at the Universities, demand for other services from the Division and efforts to improve the teacher pipeline has put the Division's ability to fund these programs in jeopardy.

Funding this request will formalize support of the CTE teacher preparation programs in Idaho. Funding to these two institutions will be more transparent and responsive, because it will be tied to specific teacher-educator positions, will be increasingly based on accountability through established metrics, and will help to elevate the support for these programs.

Questions:

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

This request includes the funds directly allocated to University of Idaho and Idaho State University.

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

None

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

None

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

None

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

The entire amount of funding is ongoing.

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

Funding this request will directly benefit our secondary and postsecondary institutions by providing a consistent CTE teacher pipeline. Failing to fund this line item request places the availability of these CTE teacher-preparation programs at risk. The ability to find trained CTE teachers is already a major concern.

FUNCTION: General Programs

Function No.: 02

Page ____ of __ Pages
Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.07	Workforce Readiness Incentive x: Decision Unit No: 12.07 Title: Grant Priority Ranking 7 of 1					
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)						
PERSONNEL COSTS:						
1. Salaries						
2. Benefits						
3. Group Position Funding						
TOTAL PERSONNEL COSTS:						
OPERATING EXPENDITURES by summary object:						
1. Travel						
TOTAL OPERATING EXPENDITURES:						
CAPITAL OUTLAY by summary object:						
1. PC and workstation						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:	\$400,000				\$400,000	
LUMP SUM:						
GRAND TOTAL	\$400,000				\$400,000	

Description:

In the 2018 legislative session, Idaho Code 33-1364 was passed, which created a Workforce Readiness Incentive Grant beginning in FY 2020. During FY2019, the Division will develop specific criteria to award incentive funds based on the number of secondary career technical concentrators who have demonstrated workforce readiness at the completion of their career technical education program. If funded, the Division will distribute the first round of grants to secondary CTE teachers at the end of the 2019-2020 school year.

Questions:

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

The request is for an initial ongoing appropriation of \$400,000 to award incentive funds to CTE teachers of pathway programs based on the number of secondary career technical concentrators who have demonstrated workforce readiness at the completion of their career technical education program. The funds would be passed on directly to the CTE teachers of intermediate and capstone courses in which the secondary concentrators were enrolled.

The grant will be implemented with existing Division staff. The Division has requested an additional data analyst for FY2020. If this position is funded, this FTE will also support the data analysis required to successfully oversee the grant and ensure award criteria is met.

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

None

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

None

- c. List any additional operating funds and capital items needed. None. All funds are trustee benefit funds that will be passed through to CTE teachers by their school districts.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

The requested amount is ongoing and may fluctuate according to the number of students who meet the grant criteria each year. Each qualified student will generate up to \$200 per pathway. These funds will then be divided among eligible teachers, based on the number of qualified students each year, as well as the total number of eligible CTE teachers.

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

Funding for this grant would benefit secondary CTE teachers who have invested the time and energy to ensure CTE concentrators have the tools they need to succeed in the workforce, as well as have attained and demonstrated the relevant skills within their pathway program.

This incentive-based approach would more clearly demonstrate the return on investment provided by career technical education and hold career technical education programs more accountable for producing results. This approach will also ensure a greater number of career technical education students are ready for the workforce and able to meet the demands of business and industry. In the long term, this would also include an increase in the number of students who are eligible to test for and earn Technical Competency Credits.

FUNCTION: Postsecondary Programs

Function No.: 03

Page ____ of __ Pages
Original Submission X or

ACTIVITY: Activity No.: Revision No. ____

A: Decision Unit No: 12.08	Title: Capacity Expansion			Priority Rank	king 8 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	13.00				13.00
PERSONNEL COSTS:					
1. Salaries & Benefits	\$1,034,300				\$1,034,300
TOTAL PERSONNEL COSTS:	\$1,034,300				\$1,034,300
OPERATING EXPENDITURES by	φ1,034,300				φ1,034,300
summary object:					
1. Supplies	\$172,300				\$172,300
TOTAL OPERATING					
EXPENDITURES:	\$172,300				\$172,300
CAPITAL OUTLAY by summary object:	, , , , , , , , ,				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Program Related Equipment	\$863,100				\$863,100
TOTAL CAPITAL OUTLAY:	\$863,100				\$863,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$2,069,700				\$2,069,700

Description:

The Division of Career Technical Education funds programs at the 6 technical colleges throughout the state. Increased demand by Idaho employers for a skilled workforce have created ongoing needs to produce CTE program graduates with technical skills needed for growth and expansion. If Idaho cannot accommodate these increased educational demands, it forces students to seek education out of State and can force employers to look out of state to hire the qualified employees. These jobs are often high wage and high demand, which benefit not only the students seeking the education but help to stimulate the economy by providing higher paying jobs and a better educated workforce. Over the last three years, the legislature has appropriated \$7.2 million in additional resources to expand capacity of targeted programs to meet the growing workforce needs of industry.

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?

13 FTE and \$2,069,700 is being requested to start or expand high wage, in-demand CTE programs at the 6 Postsecondary technical colleges in the State.

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

See attached schedule.

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

Although these funds are for new positions in new or expanded programs, the technical colleges also undergo program prioritization each year based on the State Board of Education requirements that redirect and reallocate existing resources between programs.

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

Operating and capital needs for this effort are included in the attached schedule.

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

This request is for on-going general funds for PC and OE. The CO request is one-time funding.

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

This request helps Idaho students and Idaho employers by providing training to fill high-wage in-demand jobs.

<u>Post-Secondary Program Capacity Expansion Requests</u> Requested Amounts- FY 2020

				1109	uesteu Am	Julito I I	-0-0			
Institution	Priority	Description	FTP	PC(\$)	OE (\$)	CO (\$)	Total Amount	Average wait list	Program graduates	Annual Capacity Expansion
		Programming								
CEI	1	Technology	1	80,800	20,000	82,600	183,400	New program	0	12
CEI	2	Energy Systems	1	80,800	20,000	135,600	236,400	15	12	12
CSI	1	Apprenticeship	3	255,600	26,000	155,000	436,600	New program	0	40
		Health Care-								
CSI	2	multiple programs	0	0	О	92,000	92,000	5	67	17
		Database								
CWI	1	Administrator	1	114,500	15,000	21,500	151,000	New program	0	18
		Cybersecurity								
CWI	2	Advanced AAS	1	114,500	17,000	21,500	153,000	0	18	12
		Machine Tool								
CWI	3	Tech	0	0	О	85,000	85,000	0	15	15
ISU	1	Welding	0	0	0	154,000	154,000	15	15	16
		Information								
		Technology								
ISU	2	Systems	0	0	О	22,900	22,900	6	10	4
		Robotics and Communications								
ISU	3	Systems	0	0	0	75,000	75,000	6	12	6
		Unmanned Aerial								
ISU	4	Systems	0	0	0	11,000	11,000	4	1	4
		Healthcare								
LCSC	1	programs	1	58,000	14,000	7,000	79,000	0	34	6
		Manufacturing								
NIC	1	and Trades	1	79,200	0	0	79,200	0	28	15
		Healthcare								
NIC	2	programs	1	79,200	0	0	79,200	0	15	20
NIC	3	Dental Hygiene	3	171,700	60,300	0	232,000	0	10	6
			13	1,034,300	172,300	863,100				

		Post-Seconda	ary Program	Capacity Ex	pansion Rec	quests	
	Summarized by Priority						
			Cost of pro	grams by prior	rity		
Priority	CEI	CSI	CWI	ISU	LCSC	NIC	Total
1	183,400	436,600	151,000	154,000	79,000	79,200	\$ 1,083,200
2	236,400	92,000	153,000	22,900	-	79,200	\$ 583,500
3	-	-	85,000	75,000	-	232,000	\$ 392,000
4	-	-	-	11,000	-	-	\$ 11,000
5	-	-	-	-	-	-	\$ -
	\$ 419,800	\$ 528,600	\$ 389,000	\$ 262,900	\$ 79,000	\$ 390,400	\$ 2,069,700
		Prog	ram Expansio	n by priority (#	Students)		
Priority	CSI	CWI	EITC	ISU	LCSC	NIC	Total
1	12	40	18	16	6	15	107
2	12	17	12	4	-	20	65
3	-	-	15	6	-	6	27
4	-	-	-	4	-	-	4
5	-	-	-	-	-	-	-
	24	57	45	30	6	41	203

BAHR - SECTION II TAB 2 Page 4

FUNCTION: General Programs Function No.: 02 Page ____ of __ Pages

Original Submission X or

ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: 12.09	Title: Program Quality Initiative		Priority Ranki	ng 9 of 11	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$400,000				\$400,000
LUMP SUM:					
GRAND TOTAL	\$400,000				\$400,000

Description:

In 2014 Agricultural and Natural Resources education programs established an incentive-based program for funding Agriculture and Natural Resources CTE programs. (Idaho Code 33-1629). In 2017 the Idaho Legislature funded an incentive-based for Career Technical Education (CTE) secondary programs in the other five program areas of Business Management and Marketing, Engineering and Technology, Family and Consumer Sciences, Health Professions, and Skilled and Technical Sciences. This request expands the performance-based funding for these five CTE program areas.

In FY 2018, in the first year of implementation, there were 94 applications from secondary programs that totaled \$875,000. This amount is expected to increase significantly in FY 2019 as schools become familiar with the program and eligibility requirements.

The legislature codified this program in 2018 (IC 33-1634). The program provides incentive-based funding to both high performing programs and those programs in need of additional support and technical assistance. This performance-based approach clearly demonstrates the return on investment provided by career technical education and holds CTE programs more accountable for producing results.

Questions:

- 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - In FY 2018 the legislature appropriated \$300,000 with an additional \$300,000 being appropriated in FY 2019 for a total of \$600,000 for this program. This request expands on that appropriation, bringing the total to \$1,000,000.
- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

None

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

None

- c. List any additional operating funds and capital items needed.
 - None. All requested funding is for Trustee Benefit payments passed through to Secondary school districts.
- 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.
 - Requested funds are ongoing
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
 - This funding benefits CTE secondary programs who are incentivized for quality programs as well as CTE programs that require assistance to become a successful program.

FUNCTION: General Programs

Function No.: 02

Page ____ of __ Pages
Original Submission X or

Activity No.: Revision No.

A: Decision Unit No: 12.10	Title: CTE D	IGITAL		Priority Rank	ing 10 of 11
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
Course Development (one-time)	\$70,000				\$70,000
TOTAL OPERATING EXPENDITURES:	\$70,000				\$70,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$70,000				\$70,000

Description:

ACTIVITY:

In the 2015 legislative session, amendments to Idaho Code 33-2205 (3) and (4) outline the intent that the Division of Career Technical Education will coordinate with the Idaho Digital Learning to provide approved online career technical education courses.

These initiatives were started in Fiscal Year 2015 using Division funds available for this purpose. More than 2,200 students in over 100 school districts have been served by CTE Digital. The continuation of this project into FY 2020 will require one-time funds of \$70,000 for CTE Digital to create 4 additional online courses through the Idaho Digital Learning.

Questions:

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

The request is for one-time funds of \$70,000 for CTE Digital to create 4 online courses through the Idaho Digital Learning.

The Division turned back \$70,000 for FY2018, as the course development was slower than anticipated. While the Division is committed to expanding online offerings statewide, it is equally committed to ensuring any new courses are high quality and appropriate for online delivery. As such, courses initially scheduled for FY2018 will be developed using the FY2019 budget and the Division anticipates initiating another 4 courses in FY 2020.

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

None

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

None

- c. List any additional operating funds and capital items needed.
 - Operating funding requested is for payments to Idaho Digital Learning, no additional funding is required.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

The entire amount is for one-time funding

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

This request allows ICTE to continue efforts to help develop on-line CTE classes. Over 2,200 students in over 100 school districts have been served by CTE Digital. Not funding these efforts will hinder the progress to develop on-line classes.

FUNCTION: Postsecondary Programs

Function No.: 03

Page ____ of __ Pages
Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.11	Nuclear Energy and Advanced Title: Reactor Manufacturing Priority Ranking 11 of 11					
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)						
PERSONNEL COSTS:	\$91,000				\$91,000	
1. Salaries	·					
2. Benefits						
3. Group Position Funding						
TOTAL PERSONNEL COSTS:						
OPERATING EXPENDITURES by summary object:						
Course Development						
TOTAL OPERATING EXPENDITURES:						
CAPITAL OUTLAY by summary object:						
Nuclear simulator Stations and software.	\$240,000				\$240,000	
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:						
LUMP SUM:						
GRAND TOTAL	\$331,000				\$331,000	

Description:

On June 6, 2018, Executive Order 2018-07 was signed by Governor Otter establishing a policy for nuclear energy production and manufacturing in Idaho. This order tasks the State Board of Education through the Division of Career Technical education to develop programs and training opportunities in nuclear energy and advanced reactor manufacturing.

With a vision for the future, Idaho State University (ISU) College of Technology established the Energy Systems Technology and Education Center (ESTEC) in 2006 on the ISU campus in Pocatello. Over the last ten years, ESTEC has served an average of 108 students per year and has graduated a total of 512 students, approximately 50 graduates per year. ESTEC currently offers degrees in Energy Systems Nuclear

Operations Technology, Energy Systems Electrical Engineering Technology, Energy Systems Instrumentation Engineering Technology, Energy Systems Mechanical Engineering Technology, and Cyber-Physical Security, which directly apply to meeting the demand for a highly skilled workforce in the nuclear energy and advanced reactor manufacturing sector. Graduates are well prepared for employment in industry and are hired by companies such as the Idaho National Laboratory.

In response to the Governor's executive order, we request an additional investment of \$240,000 for nuclear simulation hardware and software to enhance skills needed in industry. This nuclear reactor simulator will allow students to pull up control panels for a number of different reactors and give students real-life experiences in a non-threatening environment. A total of four (4) simulator stations will be needed to provide state-of-art training for ESTEC students. ESTEC will also need an investment of \$91,000 (including fringe) for a lab instructor to facilitate student learning on the simulator and in the nuclear operations/cyber-physical security labs.

Gove	Governor's Executive Order Line Item Request							
Тур								
е	Item	Quantity	Cost per Unit	Total				
PC	ESTEC Lab Instructor	1	\$91,000	\$91,000				
	Nuclear Reactor Simulator							
CO	Stations	4	\$40,000	\$160,000				
	Nuclear Reactor Simulations							
CO	Software	1	\$80,000	\$80,000				
Gran	Grand Total \$331,000							

Questions:

• 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?

Personnel costs and capital outlay necessary to expand the ESTEC nuclear energy programs are requested.

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

One full-time, benefits eligible lab instructor

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

There are personnel already associated with this program. This would allow ISU to expand the program to meet growth in the nuclear energy industry.

List any additional operating funds and capital items needed.

As identified above

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.

Personnel funds requested are ongoing. Capital Outlay funding is one-time.

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

This line item is in response to the Governor's executive order meeting the growing demand for a highly skilled workforce for the nuclear energy sector.

AGENCY: College of Eastern Idaho Agency No.: FY 2020 Request

FUNCTION: Education Function No.: 02 Page ____ of __ Pages Original Submission X or

Activity No.: Revision No.

A: Decision Unit No: 12.01	Title: Health Insurance Base Increase			Priority Ranking 1 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits	\$129,900				\$129,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$129,900				\$129,900
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Laboratory Equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$129.900				\$129.900

Description:

ACTIVITY:

The College of Eastern Idaho's first legislative appropriation based upon personnel and benefit costs was in FY 19. FY 19 health insurance charges through the Office of Group Insurance were reduced to \$11,650 which was a significant decrease from FY 18.

The current projection for health insurance for FY 20 is \$13,890 which is an increase of \$2,240. By FY 20, CEI expects to have approximately 116 employees in the General Fund. This will equate to a cost increase of \$259,840 of which we estimate that the State General Fund MCO appropriation will pick up approximately 50% or \$129,900.

While every college and university faces this issue, they have more credits to spread tuition increases over to cover the costs. In the case of community colleges, the other three Idaho community colleges have both more property taxes and more credits.

With an anticipated 28,500 – 40,000 of academic and CTE credits (not dual credits) to spread the increases over, the per credit increase will range from nearly \$4.64 per credit to \$3.25 per credit just for health insurance alone.

CEI understands its responsibility to fund health insurance but had the FY 19 premiums been higher and included in our initial year funding, the increases would not have been so high and possibly could have been addressed with increases in tuition and property tax revenue increases.

Questions:

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

The request is to add \$129,900 to base to cover health insurance increase for approximately 116 benefited staff funded by the General Fund.

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

This is an ongoing request for an addition to base for health insurance increases.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - Existing human resources will not be impacted by this request.
- c. List any additional operating funds and capital items needed.
 - There are no additional operating funds or capital items associated with this request.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request for the addition to ongoing base is requested based upon the significant negative impact of the increase in health insurance on a startup community college without large numbers of credits to spread tuition increases over to raise funds to cover these costs.

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

The students of CEI will be the primary beneficiaries through the maintenance of reasonable increases in tuition. The current tuition of \$93.41 per credit can only be raised \$4.67 as per the 10% per annum limit in Idaho Code. This is within 3 cents of the anticipated cost of health insurance increases based upon 28,000 credits. If this request is not funded, the full amount of tuition increases will go towards health insurance with no funds remaining for inflation, equipment replacement, preventative maintenance, expansion or CEC raises.

AGENCY: College of Eastern Idaho Agency No.: FY 2020 Request

FUNCTION: Education Function No.: 02 Page ____ of __ Pages Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.02	Title: Transfer of Faculty from CSI Priority Ranking 2 of 3				ing 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	\$88,000				\$88,000
2. Benefits	44,200				44,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$132,200				\$132,200
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$132,200				\$132,200

Description:

Approximately four years ago, the College of Southern Idaho (CSI) was provided with two faculty FTE's for providing community college academic courses in the Idaho Falls area. These positions and the efforts of CSI helped to demonstrate the need for a community college in Idaho Falls.

As of May 15, 2018, credits offered by the College of Eastern Idaho (CEI) for FY 19 are on track to double the credits offered by CEI in FY 18. While the budget model developed for FY 19 appears to be holding, the addition of two faculty would allow us to offer more dual credit classes on campus and offer classes at non-traditional times that may not meet our 15-student minimum. It would also expand the pool of full time faculty available for both teaching additional courses and advising.

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?

CEI requests that two faculty positions originally allocated to the CSI for the Idaho Falls region be reallocated to CEI. CSI worked to establish a student base consisting of approximately 500 enrollments that they have turned over to CEI. These positions will assist CEI in serving that base.

Adjunct faculty are being added as enrollment grows but a base of full time faculty is needed. These two positions will be in addition to the 32 full time faculty positions provided in the FY 19 appropriation.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - The positions requested are for two full time, benefited faculty positions that will be hired July 1, 2020 on 9-month teaching contracts.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - These two positions will be added to the existing faculty and will provide the capacity to serve more students in general education instruction.
 - c. List any additional operating funds and capital items needed.
 - There are no operating funds or capital items associated with this request.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
 - This request is for ongoing funds originally designated for instruction in the Idaho Falls region. Revenue assumptions involve utilizing these funds to offset the overall shortfall of tuition to cover the full cost of instruction in the CEI Instructional department.

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

The students and community of Idaho Falls are being served by this request. Funding this request now will provide immediate support for the anticipated demand for educational services in a vibrant and growing region that is underserved in higher education.

AGENCY: College of Eastern Idaho Agency No.: FY 2020 Request

of __ Pages FUNCTION: Education Function No.: 02 Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.03	Title: Interest Earnings Distribution		Priority Ranking 3 of 3		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
Laboratory Equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$55,000				\$55,000
LUMP SUM:					
GRAND TOTAL	\$55,000				\$55,000

Description:

Senate Bill 1429 of the 2016 legislative session provided community college start up funds of \$5,000,000 for a new community college in Idaho. These funds remained in trust with the state from July 1, 2016 through June 30, 2017. In May of 2017, Bonneville County voted to establish a new community college and the \$5,000,000 was distributed in July of 2017 to the College of Eastern Idaho.

During the period the \$5,000,000 of community college support funds were held in trust by the State, approximately \$51,000 of interest was earned. Another \$4,000 is estimated to accrue through June 2019. This request is to distribute those one-time interest earnings to the College of Eastern Idaho.

The funds will be used to purchase hospital beds for our health science program and physics, chemistry, and biology laboratory equipment. Expansion of these areas is critical as CEI expands offerings in these areas as a community college.

Questions:

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

The \$55,000 is being requested as part of the start up funding for a community college. These funds will be spent in accordance with the legislative intent of the original \$5,000,000.

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

The one-time funds will be spent for educational equipment.

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

Existing human resources will not be impacted by this request.

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

There are no additional operating funds or capital items associated with this request.

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

This request is based upon the expansion of health science and physical science lab and equipment needs as offerings in these areas are expanded as community college offerings.

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 taking courses requiring lab work will be impacted along with the faculty that teach these courses. Additional equipment is required to meet the anticipated need in these areas.

AGENCY: College of Southern Idaho Agency No.: 501 FY 2020 Request

FUNCTION: Education Function No.: 02 Page ____ of __ Pages

Original Submission X or

ACTIVITY: Activity No.: Revision No. ____

A: Decision Unit No: 12.01	Remove Two Eastern Idaho Faculty 2.01 Title: Positions Priority Ranking 1 of 4				
A. Decision offit No. 12.01	Title: Position	ons			King 1 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	<2.0>				<2.0>
PERSONNEL COSTS:					
1. Salaries	<\$88,000>				<\$88,000>
2. Benefits	<44,200>				<44.200>
Group Position Funding					
TOTAL PERSONNEL COSTS:	<\$132,200>				<\$132,200>
OPERATING EXPENDITURES by summary object:					
1. Operating Supplies					
2. Professional Development TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	<\$132,000>				<\$132,200>

Questions:

- 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - CSI requests removal of two (2) FTEs and the associated salaries and fringe benefits from base appropriations that was included in the FY18 appropriations. CSI was successful in establishing a student and instructor base and assisted in the creation of the College of Eastern Idaho.
- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

- c. List any additional operating funds and capital items needed.
- 3. 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.
- 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?

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

AGENCY: College of Southern Idaho Agency No.: 501 FY 2020 Request

FUNCTION: Education Function No.: 02 Page ____ of __ Pages Original Submission _X or

ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: 12.02 Title: Platforms Priority Ranking 2 of 4					
A. Decision Onit No. 12.02	Tide. Flation	1119		Thomas Name	1119 2 01 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.0				5.0
PERSONNEL COSTS:					
1. Salaries	\$297,000				\$297,000
2. Benefits	133,500				133,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$430,500				\$430,500
OPERATING EXPENDITURES by summary object:					
1. Data Analytics	\$50,000				\$50,000
2. Payment Processing	50,000				50,000
3. Compliance & Training	75,000				75,000
4. Onboarding/Offboarding	40,000				40,000
5. Infrastructure Monitoring	25,000				25,000
6. Digital Security Maintenance	50,000				50,000
TOTAL OPERATING EXPENDITURES:	\$290,000				\$290,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$720,500				\$720,500

Description:

College of Southern Idaho (CSI) faces substantial challenges with finding, accessing, and acting on data insights that are necessary to make informed decisions. For example, these challenges hinder CSI's ability to identify and help at-risk students early enough, ensure scarce resources are focused on what matters most, and decision-owners have adequate visibility into their operations to proactively make improvements. There are also significant capability deficiencies that negatively affect CSI's core operations due to non-existent or inadequate software tools, antiquated infrastructure, and obsolete systems that require excessive maintenance and manual intervention.

To tackle these challenges, CSI aims to build a foundation to design efficient processes and workflows, connect students and employees to the right data quickly and securely, and achieve greater stability with its infrastructure. In this way, CSI will strengthen its position to fulfill its missional goals for community success, student success, and institutional stability.

CSI is seeking financial support for ongoing software costs related to the solutions necessary to overcome the challenge areas. CSI also seeks additional funding to increase staffing resources by five (5) full-time employees to fill the roles of Cybersecurity Analyst, Project Manager, Business Analyst, Application Support Specialist, and Data Architect to help overcome these challenges.

- 1. Research demonstrates that student engagement is one of the keys to student retention and success. It is critical to place students on pathways that lead them to their educational goals as efficiently as possible. Engagement outside of the classroom is equally important when it comes to retaining students. If funded, CSI would deliver enterprise analytic capabilities and services to better-assess student behaviors to develop deeper understandings of the student educational experience while guiding students' pathways to success. Additionally, the new capabilities would provide the opportunity to track and document student co-curricular experiences. CSI would use this information to increase both retention and graduation rates by strengthening student engagement.
- 2. CSI's current payment processing capabilities are outdated and archaic, resulting in unnecessary delays with payment activities. CSI would deliver PCI-compliant capabilities allowing flexible payment plans, multiple payment options, and easy access to account balances. The capabilities would be delivered through a solution design that integrates seamlessly with CSI's primary business software systems, enable eCommerce and mobile payment options, receipting, and billing.
- 3. Many students are unable to access the free tutoring services offered on campus, but who also cannot afford to pay for fee-based online tutoring services offered by CSI. There are also challenges with CSI's training system to help educate students on avoiding risky behaviors that may negatively impact their health, safety, and college experience. Additionally, CSI struggles with inadequate tools to help ensure employees are compliant with required or regulated training for federal, state, and institutional mandates and cybersecurity training. If funded, CSI would expand and enhance its digital training capabilities for both students and employees, improve compliance tracking and reporting, and offer online tutoring services free of charge, 24x7, to all students (including dual credit).
- 4. Recruiting, onboarding, retaining, evaluating, and offboarding employees requires a comprehensive system that is integrated with core business services, communications, and leverages highly-automated workflows. CSI lacks the necessary software tools to provide an effective solution to support its human resource operations. If funded, CSI would be able to implement an end-to-end common software system and associated processes designed to support all institutional workforce scenarios (full-time, part-time, temporary, contract, student Work-Study, internships, and volunteer).
- 5. CSI seeks to improve the stability of its production environment for physical and digital infrastructure, business software systems, and facility operations. During fiscal year 2017-18, CSI experienced approximately 180 hours of unplanned downtime with its production environment affecting campus-wide IT service availability. An estimated

- 35% of the number of unplanned outages were due to delayed notifications to support teams not knowing an incident had occurred. If funded, CSI would pursue modern capabilities for monitoring and notification services leveraging Artificial Intelligence, Internet-of-Things (IoT) devices, and real-time error reporting with the aim of responding faster to major incidents and improving recovery times to minimize disruption to academic and business services across the institution.
- 6. Surveillance is considered a critical component of CSI's enterprise security strategy, but its current environment is constrained by antiquated equipment that is prone to instability. CSI seeks to improve the reliability of its security surveillance with upgrades to camera equipment, network infrastructure, and support of modern video codecs. If funded, CSI will be able to provide greater assurance of safety for employees, students, and community members. CSI will also be able to provide better assistance to law enforcement when responding to incidents or criminal activities on campus.

This request entails investments in hardware, software, business processes, and highly-skilled personnel. The combination of these resources will help fill critical capability gaps at the College of Southern Idaho. With complete and successful deployment of the requested resources, Idaho will see long-term value on this investment.

Questions:

- 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - CSI is seeking funding to add five additional staff to design and develop the systems and services necessary for improving student engagement, student success, streamlining financial processes, and increasing academic support across the institution. The full deployment of these capabilities will result in an enhanced understanding of the CSI student experience leading to an increase in both retention and graduation rates. The proposed capabilities, personnel, and enabling technologies will positively impact the engagement of students and therefore contribute to the State Board of Education 60% goal and Complete College Idaho initiatives.
- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Five (5) IT Staff, Full Time, Full Benefits, Hire Date of July 1, 2019, 12-month contract.

1. Cybersecurity Specialist: \$65,000

Summary: Protects systems by defining access privileges, controlling structures, identifying abnormalities, reporting violations and implementing security improvements. In order to comply with Executive Order No. 2017-02 CSI would need to add a security specialist to its IT team.

2. Project Manager: \$57,000

Summary: Oversees and orchestrates the execution of business initiatives with defined start and end dates. Requests resources, manages task assignments, oversees project budgets, manages project contracts, accountable for final delivery of all business requirements according to measurable outcomes.

3. Data Architect: \$79,000

Summary: Designs, creates, deploys, and manages the technology systems that serve an organization's digital information ecosystem (a.k.a., data architecture). Defines how/where data is stored, consumed, integrated, and managed by business systems that process data.

4. Business Analyst: \$51,000

Summary: Analyzes, documents, and designs business systems and processes. Standardizes workflows and defines system policies. Performs needs analysis and interprets business rules and/or requirements that help identify technical systems and solutions to drive operational maturity.

5. Application Support Analyst: \$45,000

Summary: Responsible for installing, upgrading, and maintaining enterprise business software systems. Works with application databases and data sets, with general knowledge of operating systems and client-server networks and domains.

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

While existing IT will be involved with some aspects of these new initiatives, the five positions outlined in the request will be the primary drivers of the initiatives. New IT staff will report to the appropriate leadership members within the Office of Information Technology on the main CSI campus in Twin Falls.

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

The software platforms would require both implementation funding and ongoing annual fees, as follows:

Data Analytics: \$50,000 annually

• Payment Processing: \$50,000 annually

Compliance & Training: \$75,000 annually

- Onboarding/Offboarding: \$40,000 annually
- Infrastructure Monitoring: \$25,000 annually
- Digital Security Maintenance: \$50,000 annually
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request involves ongoing annual subscription and maintenance for software platforms. CSI plans to cover the cost for the one-time implementation of these software platforms. There is also an ongoing request for salary and benefits.

Parallel external funding request opportunities are being pursued, but such external grants (if awarded) would not contribute to ongoing requirements over the long term. Rather, they would offset the implementation costs to be absorbed by the College, should they be available.

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

All students taking classes at CSI would benefit from the systems and services developed from this request. High-risk students would benefit from advanced metrics used to put them in contact with appropriate support systems. All students, employees, and community members would benefit from flexibility in payment options and see a decrease in current payment processing times. Students would benefit from prevention education along with increased access to online tutoring. The institution would also see a decrease in risk due to more thorough employee education and compliance with college policy, legislative requirements, and safe computing. The College would benefit from improved business processes, access to data insights, and integrated services for workforce resource management. All stakeholders would benefit from more reliable infrastructure services and security improvements with campus safety enhancements.

Without funding, CSI will continue to struggle with data-informed decision-making. Efforts to find, collect, and present strategic data insights will remain unnecessarily burdensome, requiring extensive manual labor, and raising questions about data integrity and accuracy. Online tutoring services will be less accessible to students who cannot afford to pay the additional fees. CSI will also be hindered in its ability to meet regulatory requirements for compliance training, risk management programs, and services that are necessary to provide a safe learning environment for students and employees. CSI's workforce management services will also be dependent upon manual and disjointed processes making it difficult to support human resource activities across the institution. Also, the inability to proactively monitor core infrastructure systems will constrain CSI's response times to downtime situations and extend the duration of unplanned outages. CSI employees, students, and community members will also be subject to heightened safety risk due to limited secure coverage areas and antiquated surveillance infrastructure.

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: Community College Function No.: 02 Page ___ of __ Pages

ACTIVITY: Emerging Hispanic

Serving Institute High Impact

Original Submission X or

Support & Programming Activity No.: Revision No. ____

A: Decision Unit No: 12.03	Emerging Hispanic Serving Institute High Impact Support & Title: Programming Priority Ranking 3 of 4						
DESCRIPTION	General	Dedicated	Federal	Other	Total		
FULL TIME POSITIONS (FTP)	3.0				3.0		
PERSONNEL COSTS:							
1. Salaries	\$118,000				\$118,000		
2. Benefits	67,200				67,200		
3. Group Position Funding							
TOTAL PERSONNEL COSTS:	\$185,200				\$185,200		
OPERATING EXPENDITURES by summary object:							
1. Operating Supplies	\$32,000				\$19,000		
2. Professional Development	10,000				5,000		
TOTAL OPERATING EXPENDITURES:	\$42,000				\$42,000		
CAPITAL OUTLAY by summary object:							
TOTAL CAPITAL OUTLAY:							
T/B PAYMENTS:							
LUMP SUM:							
GRAND TOTAL	\$227,200				\$227,200		

Description:

The College of Southern Idaho (CSI) is well-positioned to apply for and receive the U.S. Department of Education's (USDE) Hispanic Serving Institution (HSI) designation in the near future. This designation will allow CSI to participate in the federal program designed to assist colleges and universities which focus on assisting and retaining students successfully in higher education. CSI would become the first higher education institution in the State of Idaho to achieve the HSI designation. To be designated as an HSI, CSI needs to have enrollment of undergraduate full time equivalent (FTE) students that is at least 25 percent Hispanic students, at the end of the award year for two consecutive academic years, immediately preceding the date of application. Of the 25 percent, at least 50 percent of the degree seeking students enrolled must be receiving need-based assistance as defined by the USDE. At the end of Fiscal Year 2018, CSI's FTE figure with respect to Hispanic student enrollment was 22.87% [to be updated with annual census July 2018].

The Hispanic/Latino college student profile influences—and is directly impacted by—the ever-changing higher education world. As such, understanding what works for Hispanic students to improve access, retention, and completion is critical to our Magic Valley community service area and the State of Idaho. Just as important, the CSI Hispanic FTE figure illustrates the need for the institution to become even more proactive, engaging, and innovative alongside the Hispanic student growth.

The request not only provides the College strategic vision and planning to obtain the designation, but to also expand and sustain services and programming critical to our high impact, high touch expectations with Hispanic residents. This emerging Hispanic initiative request aims to provide services primarily to our high-density Hispanic populations in our service area, institutionalizing our Multicultural Student Affairs Coordinator from Title III grant funding into a permanent position, and developing the Career and Technical Education (CTE) Bilingual Healthcare CNA program.

For the Hispanic initiative request to operate effectively, this request seeks ongoing funds for two (2) full-time staff professionals, (1) full-time faculty position, and operating funds to support duties/task line of work.

Questions:

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

CSI requests three (3) FTEs for a) Bilingual (Spanish and English language) Jerome and Gooding Outreach Centers Student Advocate Coordinator, b) Multicultural Student Affairs Coordinator, and c) Bilingual (English and Spanish language) Healthcare CNA instructor,

Total Personnel Costs: \$185,200

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

Two (2) professional staff and one (1) instructor position, Full Time, Full Benefits, Hire Date of July 1, 2019. Two professional staff would be on 12-month contracts, two instructor positions would be on 9-month contracts.

1. Bilingual (Spanish and English language) Jerome and Gooding Student Services Coordinator: Salary: \$35,000 + benefits
Summary: Employee serves the North Side Centers—Jerome and Gooding Outreach Center service areas to effectively recruit, advise, serve as a completion coach, and provide a wide range of office coverage and services at both respective campuses. Additionally, works collaboratively with community-based organizations and systems which support student success initiatives.

- 2. Multicultural Student Affairs Coordinator: \$40,000 + benefits Summary: Applies, designs, executes, manages various Hispanic-focused programming and supportive services in the areas of a Parent College Academy, General Education 101-Latino/Hispanic diversity course instruction, College Assistance Migrant Program (CAMP) program application, Idaho Hispanic Chamber of Commerce official designee, development of a campuswide bilingual/bicultural responsiveness training program for all CSI employees, and summer program academy implementation for incoming Hispanic students.
- 3. Bilingual Healthcare CNA Instructor: \$42,250 + benefits Summary: Instructor provides CNA instruction, in both English and Spanish, designed to facilitate a viable career entry pathway in the health profession for local Hispanic residents whose primary language is not English. The instructor collects, reports, and presents outcomes data to internal and external constituents.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - Bilingual Student Advocate will be housed in the Jerome and Gooding offcampus centers. This position will report to the North Side Centers Director.
 - Multicultural Student Affairs Coordinator will be housed in the Office of Student Affairs. This position will report to the Dean of Students.
 - Bilingual healthcare instructor will be trained and supported through the College's instructional designer and College & Career Readiness English Acquisition Division. This position will report to the Health Sciences & Human Services Department Chair.
- c. List any additional operating funds and capital items needed.

Operating Supplies: \$32,000

- Office Supplies: marketing, promotion, and general supplies: \$15,000 (ongoing)
- Instructional Supplies: \$15,000 (on-going)
- Software: \$2,000 (on-going)

Professional Development: \$10,000

- Staff and faculty professional development: \$10,000 (on-going)
- 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.

- CSI requests on-going funds to support full-time staff and instructor personnel (salary and benefits) and operational expenditures (operating supplies and professional development).
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The emerging Hispanic Serving initiative will serve a central piece in our attempt towards a more holistic student understanding and expanding institutional practices which will accelerate Hispanic student achievement across all student services and instructional platforms. The request will also continue to move the needle in a positive direction when it comes to the "next level" of relationship building and strategic plan alignment with state agencies such as the Idaho Commission on Hispanic Affairs, Community Council of Idaho, and Idaho Hispanic Chamber of Commerce. Last, but certainly not least, our Hispanic instruction initiatives will fill in the workforce need gaps of our local health care providers and cultivate go-on strategies with our four-year school partners as we attempt to support our students through the associate-tobachelor's degree and career diversity pipeline. If this request is not funded, we face a real dilemma of severely underserving our student diversity interests and employer Equally important, we potentially can undermine cultural workforce needs. responsiveness training and professional development for employees to meet the needs of our Hispanic population.

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: Community College Function No.: 02 Page ____ of __ Pages Original Submission X or

ACTIVITY: Weekend College Activity No.: Revision No. ___

A: Decision Unit No: 12.04	Title: Weekend College			Priority Ranking 4 of 4		
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)	2.0				2.0	
PERSONNEL COSTS:						
1. Salaries	\$71,000				\$71,000	
2. Benefits	43,200				43,200	
3. Group Position Funding	45,500				45,500	
TOTAL PERSONNEL COSTS:	\$159,700				\$159,700	
OPERATING EXPENDITURES by summary object:						
1. Operating Supplies	\$19,000				\$19,000	
2. Professional Development	5,000				5,000	
TOTAL OPERATING EXPENDITURES:	\$24,000				\$24,000	
CAPITAL OUTLAY by summary object:						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:						
LUMP SUM:						
GRAND TOTAL	\$183,700				\$183,700	

Description:

The College of Southern Idaho (CSI) Weekend College is an innovative and engaging program designed to provide access for students who typically can't attend college during the day. The primary focus of the program is to enable non-traditional students, particularly Hispanics, to complete a transfer degree or certificate within two years. A secondary focus is to enable students to complete pre-program requirements for Health Sciences and Human Services (HSHS) programs or to enable students to complete the General Education Certificate. To accommodate the unique needs of adult learners, courses are offered in a pre-formatted block schedule on Friday evenings, Saturdays, and online. Students attend courses as a cohort and benefit from learning communities in which they develop social and professional relationships with fellow students and faculty. Students receive personalized advising through credential completion and assistance with transition to an HSHS program, a university bachelor program, or employment. Weekend College incorporates mechanisms to support retention and completion through student success strategies and learning assistance services.

This request allows CSI to develop a Weekend College program for working adults and high school students who typically cannot attend a traditional academic model. The program enables students to complete a transfer degree or certificate within two-years of enrollment. For those who seek a bachelor's degree, this program allows students to transfer seamlessly to a university program (BSU, ISU, or UI) on the CSI campus.

For the program to operate effectively, this request seeks on-going funds for two (2) full-time professionals, tutors to provide academic support, and operating funds to support extended weekend hours.

Questions:

- 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - CSI requests two (2) FTEs for a) coordination of the Weekend College program, b) tutors to support instruction, and c) part-time office specialist, information technology support technician, and building and maintenance personnel to support infrastructure. **Total Personnel Costs:** \$159,700
 - a) In order to support and effectively operate the Weekend College program, CSI requests one (1) program coordinator to manage the program and one (1) bi-lingual academic coach to advise students through credential completion and to assist students with transfer to a HSHS program, university program, or employment. Salaries and Benefits for 2 FTE: \$114,200
 - b) In order to maintain ongoing excellence in teaching protocol and support services, CSI requests funding to hire qualified tutors (\$10,000). **Group Funding: \$10,000**
 - c) In order to provide services during extended weekend hours, CSI requests funding for a part-time office specialist (\$15,000), a part-time Information Technology Service Technician (\$10,500), and part-time maintenance personnel (\$10,000). **Group Funding: \$35,500**
- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Two (2) Weekend College Staff, Full Time, Full Benefits, Hire Date of July 1, 2019, 12-month contract.

- Program Coordinator: \$37,000
 Summary: Designs, creates, deploys, and manages all operations and personnel for the Weekend College program. Works with internal and external organizations to develop articulation agreements and transfer processes. Collects, reports, and presents outcomes data to internal and external constituents.
- 2. Bi-lingual Completion Coach: \$34,000 Summary: Advises students through credential completion and assists students with transition/transfer to a HSHS program, university program, or

employment. Works with at-risk students to develop effective learning strategies and activities that foster retention. Works collaboratively with campus- and community-based programs and organizations regarding services available to students. Assists in the maintenance of program projects and outcomes assessment.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - Weekend College staff will be housed in the Student Success Center on the main campus and will report to the Dean of Student Success (in place).
 - Weekend College Learning Assistance personnel (tutors) will report to the Learning Assistance Coordinator (in place) on the main campus.
 - Weekend part-time Information Technology Service Technician will report to the IT Department (in place).
 - Weekend part-time Office Specialist will report to the Dean of Student Success (in place).
 - Weekend Maintenance Personnel will report to the Maintenance Supervisor (in place).
- c. List any additional operating funds and capital items needed.

Operating Supplies: \$19,000

- Office Supplies: marketing, promotion, and general supplies: \$10,000 (ongoing)
- Instructional Supplies: \$8,000 (on-going)
- Software: \$1,000 (on-going)

Professional Development: \$5,000

- Staff and faculty professional development: \$5,000 (on-going)
- 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.
 - CSI requests on-going funds to support full-time personnel (salary and benefits), group position funding (part-time personnel and tutors), and operational expenditures (operating supplies and professional development).
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The College of Southern Idaho Weekend College program is aimed at improving student access and completion. The program enables students, particularly working Hispanic adults, to complete an associate degree in General Business, Teacher Education, or Agriculture Science or a certificate program in Career and Technical Education within two years through classes taken exclusively on Friday evenings, Saturday, and online. Moreover, the program enables students to complete preprogram course requirements for programs in Health Sciences and Human Services (HSHS) or to complete the General Education Certificate. And, the program offers another option for high school students to take college courses on the CSI campus without interrupting their high school schedule.

We expect to see an increase in enrollment, non-traditional Hispanic enrollment, student retention, degree/certificate completion, and graduation. Moreover, we expect to see an increase in the number of students transferring to university programs in General Business, Teacher Education, and Agriculture Science. These programs are offered by Boise State University, Idaho State University, and University of Idaho, respectively, on the CSI main campus. We expect to see an increase in the number of students prepared for high-need jobs in Career and Technical Education fields.

If this request is not funded, we will continue to run pilot programs, serving small groups of students. This will refine the development of programs and course offerings, but it will not have the desired major impact on increasing student enrollment, retention, and completion rates for students who are unable to attend a traditional college schedule.

AGENCY: Community Colleges Agency No.: 505 FY 2020 Request

FUNCTION: College of Western Idaho

Function No.: 07

Page ____ of __ Pages
Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.01	Title: Balance Funding Priority Ranking 1 or				1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	29.75			(29.75)	
PERSONNEL COSTS:					
1. Salaries	\$1,730,900			\$(1.730.900)	
2. Benefits	790,800			(790,800)	
TOTAL PERSONNEL COSTS:	\$2,521,700			\$(2,521,700)	
OPERATING EXPENDITURES by summary object:					
Operating Expense funding for					
College Operations	\$154,000			\$ 2,521,700	\$2,675,700
TOTAL OPERATING					
TOTAL OPERATING EXPENDITURES:	\$154,000			\$ 2,521,700	\$2,675,700
CAPITAL OUTLAY by summary	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			, , , , , , , , , , , ,	* ,,
object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	**********				
GRAND TOTAL	\$2,675,700			\$0	\$2,675,700

This request is for \$2,675,700 from the General Fund to ensure average weighted credit equity with College of Southern Idaho (CSI) and North Idaho College (NIC). Of this request, \$2,521,700 is for personnel costs and \$154,000 is for operating expenditures. CWI reports that the average credit hour value of \$47.02 is \$33.46 lower than the average credit hour value at CSI and NIC. As a result, CWI reports that it is underfunded by \$\$6.6 million compared to these other institutions, and requests this appropriation to help offset this amount.

Before the establishment of CWI through the voter referendum in May 2007, there was concern that because of the larger population base of a community college in Canyon and Ada Counties, that there was risk in causing unintended consequences when comparing CWI to CSI and NIC. All discussions around establishing a new community college always included the intent of everyone involved ensuring that the two established Idaho community colleges would not see a reduction in state funding.

In the beginning, there was not a clear avenue to request equitable funding through the EWA process. With the help of OSBE, we initially calculated the funding shortage using a headcount process. For this request we calculated CWI Balance Funding need using data from each institution's PSR-1 Annual Credit Hour Report. This request is based on 3-year Weighted Credit Hours and the Credit Hour Value for each college. Average Credit Hour Value for CSI and NIC is \$80.49 per Credit. CWI's Average Credit Hour Value is \$47.02 which is \$33.46 per Credit Hour below the other two Community Colleges. The CWI Balance Funding Need is calculated as follows:

CWI 3 Year Average Weighted Credits 198,608 X \$33.46 - EWA 67% (9,339,100) = \$6,646,400.

This calculation process shows that CWI is underfunded approximately \$6.6 million compared to CSI and NIC.

CWI has determined to request \$2,675,700 for fiscal year 2020. In FY19, CWI requested \$2 million and received \$1.2 million, with the ultimate intent of requesting the unfunded amount within the next two years. In FY18 CWI requested \$2.9 million and received \$350,000.

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

This is CWI's fourth request for Balance Funding. Although we have received some funding to assist with this issue in the last two years, a funding gap still exists.

FY17 Requested \$1,800,000 Received \$ 400,000

FY18 Requested \$2,931,800 Received \$ 350,000

FY19 Requested \$2,000,000 Received \$1,200,000

FY 20 request of \$2.6 million will be on-going funding with an ultimate goal of receiving a cumulative total of \$6 million. CWI is requesting this funding as identified in the above description.

A portion of this request will be used to bring CWI's FTE and position funding in alignment with CSI and NIC. The ongoing personnel cost will be \$2,421,500.

An additional portion of the request will be used to cover the unfunded ongoing anticipated 1% CEC and variable fringe increases. The ongoing personnel cost is estimated to be \$82,400 for CEC and \$17,800 for variable benefit increases.

The remaining balance of this funding will be used to cover annual increases in Building Lease Costs \$154,000.

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

The funds from this request would be used for Personnel Costs and Operating Expenses at the college, primarily equity personnel funding with CSO and NIC, unfunded CEC and Benefit Changes, and increased Lease Costs.

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

All funds requested are ongoing. Comparative to the other community colleges, CWI has come to rely more on student tuition and fees for support of operations. This situation is not conducive to CWI's mission of being:

"...a public, open-access, and comprehensive community college committed to providing *affordable* access to quality teaching and learning opportunities to the residents of its service area..."

The approval of these funds will bring more balance to our revenue stream and assist CWI in continuing to meet our mission. No changes will be made to fee structure; no grant awards are currently being sought for this initiative.

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

Existing and new students will be served with this request. If the college does not receive this funding it could impact the following:

- The ability to respond to the growth needs of business, industry and the population in Ada and Canyon counties.
- The ability to keep tuition and fees at an affordable rate.
- The ability to keep a solid foundation of permanent experienced faculty and staff.
- The ability to anchor full time faculty in all programs offered by the College.

See attached worksheet for calculation of \$6.6m underfunding.

Community Colleges

Calculation of Weighted Credit Hour Value

19EWA FY18 Base	20EWA FY20 Base	CSI FY19 Base	CWI FY19 Base	NIC FY19 Base	EIC FY19 Base	Total
39,387,900 600,000	46,126,600 800,000	14,264,000 200,000	13,938,900 200,000	12,909,900 200,000	5,013,800 200,000	46,126,600 800,000
39,987,900	46,926,600	14,264,000	13,938,900	12,909,900	5,013,800	46,926,600
3,000	601,000	192,500	0	408,500	0	601,000
39,984,900	46,325,600	14,071,500	13,938,900	12,501,400	5,013,800	46,325,600
26,789,883	31,038,152	9,427,905	9,339,063	8,375,938	3,359,246	31,038,152
419,809	430,754	126,994	198,608	94,207	10,945	430,754
63.81	72.06	74.24	47.02	88.91	306.91	72.06
CWI Weighted	d Credit Hours	Average of:			198,608	
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	39,387,900 600,000 39,987,900 39,984,900 26,789,883 419,809 63.81 CWI Weighted Average Weig CWI Weighted	FY18 Base FY20 Base 39,387,900 46,126,600 600,000 800,000 39,987,900 46,926,600 3,000 601,000 39,984,900 46,325,600 26,789,883 31,038,152 419,809 430,754 63.81 72.06 CWI Weighted Credit Hours Average Weighted Credit Hours CWI Weighted Credit Hours	FY18 Base FY20 Base FY19 Base 39,387,900 46,126,600 14,264,000 600,000 800,000 200,000 39,987,900 46,926,600 14,264,000 3,000 601,000 192,500 39,984,900 46,325,600 14,071,500 26,789,883 31,038,152 9,427,905 419,809 430,754 126,994 63.81 72.06 74.24 CWI Weighted Credit Hours Average of: Average Weighted Credit Hour Value (WCF)	FY18 Base FY20 Base FY19 Base FY19 Base 39,387,900 46,126,600 14,264,000 13,938,900 600,000 800,000 200,000 200,000 39,987,900 46,926,600 14,264,000 13,938,900 3,000 601,000 192,500 0 39,984,900 46,325,600 14,071,500 13,938,900 26,789,883 31,038,152 9,427,905 9,339,063 419,809 430,754 126,994 198,608 63.81 72.06 74.24 47.02 CWI Weighted Credit Hours Average of: Average Weighted Credit Hour Value (WCHV) CSI & NIC CWI Weighted Credit Hours X Average (WCHV) CSI & NIC CWI Weighted Credit Hours X Average (WCHV) CSI & NIC CWI Weighted Credit Hours X Average (WCHV) CSI & NIC CWI Weighted Credit Hours X Average (WCHV) CSI & NIC CWI Weighted Credit Hours X Average (WCHV) CSI & NIC CWI Weighted Credit Hours X Average (WCHV) CSI & NIC CWI Weighted Credit Hours X Average (WCHV) CSI & NIC CWI Weighted Credit Hours X Average (WCHV) CSI & NIC CWI WCHV)	FY18 Base FY20 Base FY19 Base Py3909 D 12,909,900 200,0	FY18 Base FY20 Base FY19 Base 900,000 12,909,900 5,013,800 <th< td=""></th<>

BAHR - SECTION II TAB 2 Page 4

AGENCY: Community Colleges Agency No.: 505 FY 2020 Request

FUNCTION: College of Western Idaho Function No.: 07 Page ____ of __ Pages Original Submission X

ACTIVITY: Board approved category Activity No.: or Revision No. ____

A: Decision Unit No: 12.02	Staff Title: Rete	Support 60% In	Priority Ranking 2 of 2		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.00				5.0
PERSONNEL COSTS:					
1. Salaries	\$258,200				\$258,200
2. Benefits	125,900				125,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$384,100				\$384,100
OPERATING EXPENDITURES by summary object:					
1. Operating (on-going)	\$3,300				\$3,300
TOTAL OPERATING EXPENDITURES:	\$3,300				\$3,300
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$10,000				\$10,000
TOTAL CAPITAL OUTLAY:	\$10,000				\$10,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$397,400				\$397,400

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 five (5) full time positions to assist CWI in moving toward the Idaho State Board of Education's goal that 60% of Idahoans ages 25-34 will have a degree or certificate by 2020. The positions will also help CWI comply with accreditation standards and provide students with high impact opportunities that have been shown to improve completion rates.

a. One (1) Research Analyst to help support on-going accreditation, planning and assessment initiatives and activities. To assist the College's Institutional Effectiveness in managing the integrity of the official longitudinal data and reporting.

- b. One (1) Financial Aid Officer to support increased and continually increasing student traffic. To provide ongoing student service support and to meet Cohort Default Rate needs.
- c. One (1) Assessment Coordinator to provide leadership and direction in the prioritization, design, and implementation of instructional evaluation and assessment initiatives.
- d. One (1) Curriculum Coordinator to administer production and revisions of college curriculum. The Coordinator consults, trains, and serves as a resource to faculty, staff, and representatives from other educational institutions, business, industry, and community agencies.
- e. One (1) Experiential Learning Coordinator to provide leadership in the development and implementation of experiential learning programs at the college. This person will serves as a point of contact for business and community members looking for opportunities to engage with students and the college as well as managing processes and providing resources for faculty and staff at CWI.
- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Positions are in priority order.

- 1.0 FTE, Research Analyst: \$50,500; FT; Benefits \$24,900; July 1, 2020; 12 month permanent position. Total \$75,400. To support this position, we are requesting on-going Operating Expense Funding of \$600 and one-time Capital Outlay of \$2,000 for computer equipment.
- 1.0 FTE, Financial Aid Officer: \$38,800; FT; Benefits \$22,400; July 1, 2020; 12 month permanent position. Total \$61,200. To support this position, we are requesting on-going Operating Expense Funding of \$1,150 and one-time Capital Outlay of \$2,000 for computer equipment.
- 1.0 FTE, Assessment Coordinator: \$56,300; FT; Benefits \$26,200; July 1, 2020; 12 month permanent position. Total \$82,500. To support this position, we are requesting on-going Operating Expense Funding of \$500 and one-time Capital Outlay of \$2,000 for computer equipment.
- 1.0 FTE, Curriculum Coordinator: \$56,300; FT; Benefits \$26,200; July 1, 2020; 12 month permanent position. Total \$82,500. To support this position, we are requesting on-going Operating Expense Funding of \$500 and one-time Capital Outlay of \$2,000 for computer equipment.

- 1.0 FTE, Experiential Learning Coordinator: \$56,300; FT; Benefits \$26,200; July 1, 2020; 12 month permanent position. Total \$82,500. To support this position, we are requesting on-going Operating Expense Funding of \$500 and one-time Capital Outlay of \$2,000 for computer equipment.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Research Analyst: Institutional Effectiveness is experiencing increasing demand due to continuing growth, a need for data and analytics and centralization of reporting duties for both internal and external parties. There is a greater need to provide information to meet the needs of the College and its constituents. No resources will be redirected.

Financial Aid Officer: Financial Aid continues to experience increasing student traffic, requiring ever increasing level of support. Meeting this demand and providing student support will assist in meeting Cohort Default Rate needs. No resources will be redirected.

Assessment Coordinator: Assessment of instructional programming is currently administered at the department level. This position will provide needed consistency for implementation and reporting of assessment practices across departments. No resources will be redirected.

Curriculum Coordinator: Curriculum development currently occurs within the department level. This person will create systematic and centralized process for maintaining documentation of curriculum as well as maintaining articulation and transfer agreements between the college and other educational institutions. No resources will be redirected.

Experiential Learning Coordinator: The College currently does not have any staff dedicated directly to providing internship and experiential learning opportunities for the college. No resources will be redirected.

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

For the one (1) research analyst position, we are requesting \$650 for professional development costs and \$2,000 in computer costs for a total of \$2,650.

For the one (1) financial aid officer position, we are requesting \$1,150 in professional development costs and \$2,000 in computer costs for a total of \$3,150.

For the three (3) coordinator positions, we are requesting \$500 for professional development costs and \$2,000 in computer costs for a total of \$7,500.

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

This request reflects the college's efforts related to improving retention and completion rates, which will have a positive impact on revenue.

All positions in this request, including operating expenses, are ongoing. No changes will be made to fee structure; no grant awards are currently being sought for these positions.

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

All of these positions are designed to provide process improvement, support, and consistency for essential institutional and instructional functions at the institution. CWI has grown very quickly, and at this stage of our development we see the need for more consistency and support between departments and divisions in key areas such as institutional effectiveness, financial aid/student services, curriculum, assessment, and experiential learning.

Research Analyst: This position will provide an increasing utility for our staff and faculty by providing analysis to fulfill continuous improvement plans and data analytic needs. This position also addresses the need to fulfill the institutional internal and external reporting requirements. This position will benefit students and the community by providing a means to gather and evaluate data so that the College can determine where resources are best expended to meet the needs of all stakeholders.

Financial Aid Officer: This position will meet the immediate and growing need to provide students with higher levels of customer service, which in turn will assist in managing Cohort Default Rates. This will help students in reaching degree or certificate completion for gainful employment and/or to transfer to a four-year institution.

Assessment Coordinator: This position addresses accreditation recommendation and provides faculty and staff with resources necessary to fulfill continuous improvement plans. This position also addresses the need to fulfill the institutional internal and external reporting obligations. Ultimately this position benefits students and the community by providing a system of evaluation and continuous improvement.

Curriculum Coordinator: This position also addresses accreditation recommendations to provide a more system-wide method of curricular development. This person works closely with faculty, curriculum designers, and the community to provide processes for curricular changes that respond to the needs of our students and community.

Experiential Learning Coordinator: This position addresses the need to provide students opportunities for internships, service learning, and other community partnerships. Internships and Service Learning are two high-impact practices shown to improve student engagement and completion rates, especially among underrepresented populations. This person would work collaboratively with faculty, staff, and community partners to increase experiential learning opportunities and to provide consistent processes and support for experiential learning programs.

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: North Idaho College Function No.: 02 Page 1 of 2 Pages

Original Submission X or

ACTIVITY: Board approved category Activity No.: Revision No. ____

A: Decision Unit No: 12.01	Title: Regional Entrepreneurship			Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.00				4.0
PERSONNEL COSTS:					
1. Salaries	\$235,800				\$235,800
2. Benefits	94,300				94,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$330,100				\$330,100
OPERATING EXPENDITURES by summary object:					
1. Travel	\$10,000				\$10,000
2. Operating	25,000				25,000
TOTAL OPERATING EXPENDITURES:	\$35,000				\$35,000
CAPITAL OUTLAY by summary object:	. ,				. ,
1. PC and workstation (x4)	\$22,000				\$22,000
TOTAL CAPITAL OUTLAY:	\$22,000				\$22,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$387,100				\$387,100

Description:

North Idaho College (NIC) is building on their strong foundation of support for small business development and entrepreneurship to position the college as an innovative regional leader and connector in the burgeoning entrepreneurial ecosystem in North Idaho. The college has hired a Director of Regional Entrepreneurship Strategy and converted the Hedlund Technical Education Building into a Center focused on Entrepreneurship, Collaboration, innovation and Small Business Development. The center includes a makerspace and prototyping lab for students and the larger community to connect, create, and move ideas from concept to actionable business ventures.

This request will expand NIC's focus on entrepreneurship education and outreach to a broader audience, increase capacity and create a regional resource for economic development in North Idaho. This initiative provides relevant education and hands-on learning opportunities that connect seamlessly with existing credit and workforce training program offerings. The Coeur d'Alene Economic Development Corporation recently

recognized the effort by NIC for filling an important gap and supporting entrepreneurship, growing businesses and being a regional economic driver.

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 four FTEs to expand the impact and educational offerings related to entrepreneurship, prototyping and business development. The request will cover personnel and operating expenses for a director, two lab instructors and administrative support. This is requested as ongoing general fund (base) support.

- 2. What resources are necessary to implement this request?
 - a. Director of Regional Entrepreneurship Strategy Full-Time Benefited Lab Instructors (2) Full-Time Benefited
 Program Support Admin Full-Time Benefited
 - b. Currently the Director of Regional Entrepreneurship Strategy is being funded with grant funding through FY19. The support of this line item will enable the college to sustain the development and enhancement of the program for the North Idaho region.
 - c. Capital requests include initial IT needs. Operating expenses of \$35,000 will support travel, training, outreach and operating needs.
- 3. This request is for on-going funding for four positions and associated operating expenses. One-time capital expenses are for initial IT needs.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request will provide a community resource and supplement educational programs across the college, including workforce development, CTE and transfer offerings.

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: North Idaho College Function No.: 02 Page 1 of 3 Pages

Original Submission X or

ACTIVITY: Board approved category Activity No.: Revision No. ____

A: Decision Unit No: 12.02	Title: Guided Pathways Support			Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.00				4.0
PERSONNEL COSTS:					
1. Salaries	\$216,500				\$216,500
2. Benefits	86,600				86,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$303,100				\$303,100
OPERATING EXPENDITURES by summary object:					
1. Travel	\$40,000				\$40,000
2. Operating	25,000				25,000
TOTAL OPERATING EXPENDITURES:	\$65,000				\$65,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation (x4)	\$22,000				\$22,000
TOTAL CAPITAL OUTLAY:	\$22,000				\$22,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$390,100				\$390,100

Description:

North Idaho College (NIC) has been engaged in developing Guided Pathways for over two-years, working across the college to develop curricular maps and group courses of study into six distinct focus fields: STEM; Manufacturing and Trades; Arts, Communication & Humanities; Healthcare; Social and Human Services; and Business Administration & Management. Building upon the work of Bailey, Jaggars and Jenkins and their research on *Redesigning America's Community Colleges*, NIC is implementing a model to support students at each aspect of the student experience, encourage completion and decrease cost and time to degree.

Complementing and expanding upon the work funded by the legislature to support college and career counseling within the high schools, the Pathways Program is developed around best practices to increase Go On rates, decrease summer melt, and provide enhanced college and career services to underserved and underrepresented populations from the rural counties of Region 1. By providing the personnel and resources to deliver

traditional college onboarding services to students at their high schools and in their communities, the Pathways program engages students in early exploration of career choices, college programs and classes through advanced opportunities, financial assistance applications, learning assessment, and registration at their high schools. Pathfinders will be located within high schools in the five counties of the NIC Region 1 service area, work in partnership with school counselors and serve as educational guides for students to determine and follow their guided pathway to college, through the completion of a degree or certificate and on to a transfer institution or a career.

In addition to the three Pathfinders, a Guided Pathways Coordinator will oversee the implementation of the pathfinder program, facilitate dialogue and integration with regional high schools, and support alignment of curricular offerings through the Guided Pathways model to enhance college access, completion, and transfer. The addition of these resources and the integration of the services along the educational path will reduce the overall cost of degree completion, time to degree completion and reduce opportunity costs for students pursuing higher education.

Key outcomes for this program will be increased go-on rates from students in Region 1 through early identification of student strengths, appropriate career choices and integrated support of the processes that lead to college matriculation. As the student chooses an appropriate pathway and benefits from the intentional programming and supports that are part of the Guided Pathways model, higher rates of certificate and degree attainment are anticipated with corresponding increases in rates of successful transfer and career placement.

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 three FTEs to serve as Pathfinders in Region 1 and one FTE for a Guided Pathway Coordinator. Working closely with students in the high schools, the Pathfinders would promote dual credit offerings as well as help students see how what they are doing in the high school connects to their future goals for college and career. This is requested as general fund (base) support.

- 2. What resources are necessary to implement this request?
 - a. Guided Pathways Coordinator Full-Time Benefited July 1, 2019 Hire Date
 Pathfinders (3) Full-Time Benefited July 1, 2019 Hire Date
 - b. There will be no existing human resources that will be redirected to this new effort.
 - c. Capital requests include initial IT needs. Operating expenses of \$65,000.
- 3. This request is for ongoing funding of the four positions and associated operating expenses along with a one-time capital expenses are for initial IT needs.

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

This request would initially serve 10th through 12th grade students in Benewah, Bonner, Boundary, Kootenai, and Shoshone Counties. The long-term return on this funding will be greater access to higher education and improved enrollment, completion, and transfer rates.

AGENCY: Agricultural Research & Ext Agency No.: 514 FY 2019 Request

FUNCTION: Function No.: 02 Page _1_ of _4 Pages

Original Submission X or

ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: 12.01	Title: 4-H ST	EM Education	Priority Ranking 1 of 2		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.00				5.00
PERSONNEL COSTS:					
1. Salaries	\$286,500				\$286,500
2. Benefits	129,000				129,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$415,500				\$415,500
OPERATING EXPENDITURES by summary object: 1. Travel 2. Educational resources	\$40,000 80,000				\$40,000 80,000
TOTAL OPERATING EXPENDITURES:	\$120,000				\$120,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$535,500				\$535,500

Description:

This proposal enables University of Idaho Extension to build on its successes in other educational areas and expand participation by students and 4-H leaders across Idaho in quality STEM programs within 4-H programming. The requested positions would engage more youth from Idaho rural and urban communities, train more leaders to be effective STEM educators, and expand networks integrating local and state efforts to build systems to serve all Idaho youth in non-formal STEM education.

Questions:

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

Funding to establish four (4) new 4-H STEM Area Extension Educators and one (1) 4-H administrative coordinator, with operating funds, is being requested to increase engagement with more youth and 4-H leaders in Idaho communities in the development of STEM knowledge and skills, postsecondary educational opportunities, and career awareness. Currently, UI Extension 4-H Youth Development offers K-12 non-formal educational programming in all counties in Idaho serving over 75,000 youth annually. UI Extension 4-H has led in developing STEM opportunities for Idaho youth, reaching 13,000 youth annually. Demand for these programs has grown rapidly. These STEM opportunities include programs in Agricultural, Natural and Biological Sciences, Technology and Engineering, such as Water Quality, Animal Health, Robotics and Drones, Coding, Electronics, 3-D Printing, Physical Computing, and other exciting STEM activities. Additional capacity to run quality educational 4-H STEM programs is needed to meet growing demand from rural and urban communities across Idaho. The educational programing funded by this request will complement the work of the Idaho STEM Action center as we coordinate efforts to expand STEM educational opportunities for Idaho youth.

This request includes four Area Extension Educator positions to be located across the State, an administrative support staff, educational resources for use in programs, and operational funds for the Educators to facilitate this expanded program.

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

Four (4) FTE Area 4-H STEM Educators at \$63,600 per position with benefits of \$27,100 for a total of \$90,700 each. Anticipated date of hire would be July 1, 2019. The terms of service would be Full Time, benefits eligible and tenure-track faculty status.

One (1) Administrative Coordinator at an annual salary of \$32,100 with benefits of \$20,600 for a total of \$52,700. Anticipated date of hire would be July 1, 2019. The terms of service would be Full Time, benefits eligible and on-going administrative support status.

Total for personnel salary and fringe is \$415,300.

- b. List any additional operating funds needed.
 - Four (4) educational resources funds of \$20,000 per individual for a total of \$80,000

Four (1) Annual travel budgets to reach rural communities at \$10,000 per person for a total of \$40,000

Total for operating funds is \$120,000.

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

This request is for ongoing funding for expanded program development and delivery. UI Extension is an established network throughout Idaho with a long history of supporting Idaho communities by providing youth and adult educational programs. The requested positions would build onto the existing infrastructure, local institutional knowledge, and university-driven expectation for high-quality programs to enable a focus on educational STEM programs.

A STEM-focused staff in Extension 4-H will enable greater outreach to communities including involvement and coordination with formal and informal educational interests, will greatly increase the access to STEM programs for Idaho communities, and will improve the quality of STEM activities. In addition, having a formalized STEM educational staff will enable a greater ability to implement more robust investigations to examine programmatic quality, to test ideas, and to obtain reliable information on what is working and what is not working in informal STEM education on community, regional, and statewide level. Moreover, establishing a broader and coordinated foundation devoted to STEM education will open the door to external funding just as Extension has accomplished in its Healthy Living and Agricultural Education programs.

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?

UI Extension 4-H leads programs open to all youth in both rural and urban communities throughout Idaho. This request is designed to build the capacity to scale up our programs to meet the demand to involve and serve more youth across Idaho.

The expected, immediate impacts if this request were funded would be a doubling to quadrupling of the number of youth in STEM programs such as coding, robotics, and water resources. We have confidence in this expectation because of feedback from participants and county staff.

The expected longer term impacts are increased Go-On Rates and increased interests in pursuing STEM fields. We are confident in stating this impact because our robotics programs alone have improved youth interest in pursuing post-secondary training in STEM fields. Many youth have reported in post-season surveys that they very likely to pursue engineering as a result of their involvement in robotics. Some even report that they decided to pursue college because of their involvement.

This appeal for funding is serving the citizenry of the State of Idaho. It is essential that we support formal education with non-formal activities, classes, and contests that engage youth and their parents in STEM education. Non-formal STEM Education helps build a healthy, well-educated workforce that will engage in STEM careers and will continue to build our collective society. If this request is not funded, the state and the youth in the state are impacted by the lack of opportunity for engagement in the learning process.

AGENCY: Agricultural Research & Ext Agency No.: 514 FY 2020 Request

FUNCTION: Function No.: 02 Page _1_ of _5 Pages

Original Submission X or

ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: 12.02	Title: Rock Creek Cattle Research & Ext Priority Ranking 2 of 2				
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
 Salaries Group Positions Benefits 	\$101,000 86,000 49,200				\$101,000 86,000 49,200
TOTAL PERSONNEL COSTS: OPERATING EXPENDITURES by summary object:	\$236,200				\$236,200
 Trucking Fencing maintenance and repairs Minerals, veterinary medicine Researcher/Extension Travel Research operating 	\$20,000 15,000 5,000 10,000 40,000				\$20,000 15,000 5,000 10,000 40,000
TOTAL OPERATING EXPENDITURES: CAPITAL OUTLAY by summary object:	\$90,000				\$90,000
 VHF transmitters (175@\$165/each) Field Computers and Software Monitoring equipment 	\$28,900 3,000 25,000				\$28,900 3,000 25,000
TOTAL CAPITAL OUTLAY:	\$56,900		_		\$56,900
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$383,100				\$383,100

Description:

This proposal enables the University of Idaho's Extension and Colleges of Agricultural and Life Sciences and Natural Resources to expand programs to the Rinker Rock Creek Ranch. The Ranch is a living laboratory with a unique interface between a working landscape with a complex ecosystem of domesticated and wild animals and public recreational activities. It is part of an active public-private partnership between UI, the

community, governmental agencies and private entities to address the critical societal and ecological questions on the impact of grazing on rangeland ecosystems. This ARES request is to support its cattle operations and management, and research and Extension programs at the Ranch to help ensure that Idaho's land use and livestock management and policies are based on the highest quality research conducted here in Idaho.

Questions:

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

To this point, no permanent staff are present at this location as it has not been in possession of the University of Idaho. Faculty and staff from other Research and Extension Centers in Idaho have spent time at the Rinker Rock Creek Ranch to demonstrate the potential value for research. Additional staffing is requested as the Ranch comes under ownership of the University of Idaho during 2018. Funding for salary and benefits for a ranch manager and a research support specialist are being requested to provide the necessary support for cattle management with the accompanying research and Extension activities at the Ranch. This request also includes funding for two undergraduate summer student internships will gain experiential education supporting the ranch manager and the on-site Extension STEM activities. Funding to support two graduate research assistants as part of the UI Rangeland Center annually is also included to support field research to benefit Idaho's rangelands and agricultural communities. Research topics may change from year to year as new and critical issues in cattle management and interactions with rangeland ecosystems and land use/wildlife policies emerge. Operating funds for livestock management and research programs, and one-time capital expenditures needed to monitor environmental conditions to support program activities are also requested.

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

Additional ARES base funding for salary will include staff to manage the Ranch and provide research and Extension programming support and salaries for undergraduate and graduate students who will gain valuable experiential learning experiences on the Ranch.

One (1) FTE Ranch Manager at \$53,000 with benefits of \$24,900 for a professional line of \$77,900. One (1) Research Support Specialist at \$48,000 with benefits of \$23,900 for a professional line of \$71,900. Anticipated date of hire would be July 1, 2019. The terms of service would be Full Time and benefits eligible.

Two (2) undergraduate student Interns (\$13,000 each) with benefits of \$100 for a total of \$26,100 to assist the ranch manager and research support specialist with animal management. Anticipated date of hire would be July 1, 2019. The terms of service would be temporary and based upon the time cattle are present at Rock Creek Ranch (April to October).

Two (2) graduate students per year will receive Research Assistantships as field researchers conducting research on projects with faculty from the Rangeland Center at \$60,000 per year with benefits of \$300. Anticipated start date of August 15, 2019.

Total for salary and fringe is \$236,200.

b. List any additional operating funds needed.

Additional ARES base funds are requested for management of the ranch throughout the year and when cattle are present, as well as support for research and Extension programs. This includes trucking of cattle between the Nancy M. Cummings Research Extension and Education Center (NMCREEC) in Carmen to and from the Rinker Rock Creek Ranch (\$20,000), repairs and maintenance of fences, water systems and riparian areas (\$15,000), minerals and veterinary care for cattle at Rinker Rock Creek Ranch (\$5,000). Travel for faculty, students, and staff from NMCREEC and other current UI locations to Rock Creek to conduct research and Extension programming (\$10,000), and research operating funds for multiple coincident research projects of \$40,000 each year are also requested.

Total for operating is \$90,000.

c. List any Capital Expense funds needed.

Funds are requested for one-time funding of \$31,900 capital outlay for transmitters, field computers and software licensing requirements. One-time funds for monitoring equipment to be established around the ranch to monitor rainfall, temperature, etc. are also requested (\$25,000) which includes solar panels for electrical supply.

Total for capital expenditures is \$56,900.

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

This request is for continuous funding as the impetus for program development and greater utilization at Rinker Rock Creek Ranch as ownership is assumed by the University of Idaho in 2018. The opportunity to conduct critical research into the impact of livestock grazing will be greatly enhanced by the presence of Rinker Rock Creek Ranch as access to a landscape similar to that used by livestock will be available. The opportunities to obtain external grant awards on the impacts of grazing on rangeland ecology will be substantial. In addition, through the NMCREEC a direct comparison of economics and strategies for success will be examined for cattle grazing sagebrush ecosystems versus intensively managed pastures. This research will assist in informing ranchers and the public about the value of rangeland. Extension programming will occur on Rinker Rock Creek Ranch, and will engage the local community through 4-H STEM programs and informal educational programs.

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

This request is designed to serve the citizenry of the State of Idaho as it addresses key societal issues related to use of public lands. Understanding the best management practices for grazing cattle in the natural landscapes of Idaho will support proper use of natural resources. Additional knowledge will be obtained relative to shared uses of range including grazing and recreational activities. This request will directly impact ranchers and rangeland landowners of the state. Faculty and students are also primary beneficiaries. Secondarily, all Idaho citizens will be affected by economic factors influenced by sage-grouse habitat, land use and livestock management decisions. The University of Idaho, the College of Agricultural and Life Sciences and the College of Natural Resources will have enhanced research capacity to support the citizens of Idaho with the funding for activities within the UI Rangeland Center conducted at Rinker Rock Creek Ranch. This will also expand Extension programs in 4-H STEM activities as well as programs for the community.

If the funding is not provided, activities at Rinker Rock Creek Ranch will be limited leading to a lack of objective, science-based answers to publicly important questions about the use of natural resources as working landscapes.

AGENCY: Health Education Agency No.: 515 FY 2020 Request

FUNCTION: WWAMI ECHO Idaho

Project Function No.: 02 Page _1_ of 6_ Pages Original Submission X or

ACTIVITY: Strategic Initiatives Activity No.: Revision No. ___

A: Decision Unit No: 12.01	Title: ECHO	Idaho Project	Priority Ranking 1 of 1		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	\$124,000				\$124,000
2. Benefits	54,200				54,200
3. Group Position Funding	128,000				128,000
TOTAL PERSONNEL COSTS:	\$306,200				\$306,200
OPERATING EXPENDITURES by summary object:					
1. Travel	\$20,000				\$20,000
2. Operating	40,000				40,000
TOTAL OPERATING EXPENDITURES: CAPITAL OUTLAY by summary	\$60,000				\$60,000
object: TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					1
GRAND TOTAL	\$366,200				\$366,200

Description:

Idaho ECHO Project.

Project ECHO (Extension for Community Health Outcomes) expands access to specialty and high-quality primary care. ECHO Idaho uses distance technology to build the capacity of healthcare providers to treat complicated patients they would otherwise refer out. ECHO Idaho offers providers the knowledge and support they need through continuing medical education and participant-provided case studies to treat common, complex conditions in rural and underserved areas within Idaho. In this way, patients receive the right care, in the right place, at the right time.

The ECHO model was developed by the University of New Mexico Medical Center and focused on Hepatitis C. ECHO has now been successfully replicated throughout the

United States to address more than 40 complex diseases, including diabetes, opioid addiction, and behavioral/mental health.

ECHO Idaho launched its first virtual teleECHO clinic March 2018 focusing on Opioid Addiction and Treatment. An interdisciplinary specialist team (hub) uses video conferencing technology to connect twice a month with students and providers throughout the state (spokes) for a brief lecture on an opioid-related topic followed by a case presentation and discussion. ECHO Idaho is the only ECHO project focused on filling the need to support local networks, create linkages, and build community of *Idaho* providers who care for *Idaho* patients, and who understand *Idaho's* unique challenges and opportunities.

Questions:

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

The request is for personnel costs and operating expenses. Funds will be utilized to provide staff salary and benefits, as well as cover yearly operating expenses for the ECHO program.

The request is for two-full time ECHO staff personnel and salary compensation for ECHO panel experts for clinic sessions. ECHO Idaho staff will maintain critical infrastructure and to deliver teleECHO clinics in:

- Opioid Addiction and Treatment
- Behavioral/Mental Health

ECHO Idaho staff will collect and analyze data from various sampling points on ECHO Idaho's impact to the state. Resources will also be utilized to support travel, supplies and operating expenditures to support teleECHO sessions and ECHO Idaho project functions. In March of 2018 the University of Idaho launched ECHO Idaho with resources from a grant through the State Healthcare Innovation Plan (SHIP), WWAMI Medical Education Program, and the University of Idaho. The first ECHO clinic is on Opioid Addiction and Treatment. Funds from SHIP will end January 2019. The University of Idaho will continue to support ECHO program through WWAMI Medical Education by providing administrative oversight and assistance from our financial specialist and other program staff. Current base funding from the SHIP grant is \$366,143 and will expire January 2019. We are asking for permanent base funding support for ECHO Idaho.

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

Program Manager (1.0 FTE), full time, 12 month appointment, benefit eligible. Hired

This position is responsible for the management and leadership of ECHO Idaho. The program manager is responsible for managing the day-to-day operations of the ECHO program, including coordination of teleECHO clinic initiatives and deliverables. Key responsibilities include planning and oversight of the team's activities, coordinating ECHO curriculum development, and promoting the ECHO learning model in the state. The program manager builds effective relationships with Project ECHO staff, University of Idaho WWAMI staff, spokes, and community partners to advance the program in the state.

Clinic Coordinator (1.0 FTE), full time, 12 month appointment, benefit eligible. Hired

This position is responsible for coordinating educational sessions for ECHO Idaho and assisting with the use of distance learning technology. The clinic coordinator supports the production and distribution of distance education course materials, schedules, and facilitates delivery of academic courses to learners at remote sites. Key responsibilities include conducting surveys and preparing reports as needed, developing and distributing promotional and informational materials, and providing direct academic/administrative guidance and assistance to distance education students. The clinic coordinator maintains the integrity of data collection and databases and maintains collaborative relations with rural community partners and internal ECHO/University of Idaho staff.

Group Position Funding

This funding will be used to compensate ECHO panel experts for clinic sessions.

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

Financial specialists will support project operations to process travel and supply purchases. Human Resources will support hiring of personnel. Marketing and Communications staff will support publication and promotion of project results. Director level oversight to ensure adherence to University policies and procedures. Existing operations will be minimally impacted as these functions are currently in place to support all similar activities within the WWAMI Medical Education program.

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

No capital funding is required. Operating funds of \$60,000 are requested to cover travel, supplies and teleECHO expenses.

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

This request is for ongoing annual funding in support of ECHO Idaho teleECHO clinics on Opioid Addiction and Treatment, and Behavioral Health/Mental Health. It is anticipated that additional grants will be sought to support the growth of ECHO clinic sessions on other complex diseases in Idaho. Data collection and sample analysis collected through the ECHO Idaho program will continue to build a long-term data set to demonstrate the health care impacts from participants of the teleECHO clinics.

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? Enrollment and participation in ECHO Idaho is free and practitioners earn continuing medical education credits. The target audience is a wide range of healthcare providers, including nurses, community health workers, medical assistants, pharmacists, counselors, nurse practitioners, physician assistants, physicians, students and others who provide healthcare education or services. In ECHO Idaho's initial pilot program, the participants come from all seven health districts, 11 counties, 16 cities, and 33 clinics/organizations. Initial feedback has been positive, and interest is rapidly growing. Idaho providers, healthcare workers, health profession students and patients will be served by this critical program. The expected impacts are longterm changes in health provider self-efficacy and knowledge in specialty areas for complex clinical problems in Idaho. These benefits will impact Idaho patients by providing the right treatment in the right time in a cost-effective model. The ECHO model is cost-effective in terms of expenses relative to outcome improvements. Cost savings attributed to ECHO projects in other states include reduced hospitalizations and ER visits, preventing the costs of untreated diseases, savings related to increased provider recruitment and retention, and patients saving the expense of traveling long distances to see a specialist.

If this project is not funded there will be increased difficulty to obtain any of the benefits mentioned previously.

Original Submission X or

AGENCY: Health Education Programs Agency No.: 515 FY 2020 Request

FUNCTION: University of Utah

Medical Education Program

Function No.: 04

Page 1

of 3 Pages

ACTIVITY: Strategic Initiative Activity No.: Revision No. ___

A: Decision Unit No: 12.01	Title: Year 4 Two Additional Seats Priority Ranking 1 of 2					
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)						
PERSONNEL COSTS:						
1. Salaries						
2. Benefits3. Group Position Funding						
TOTAL PERSONNEL COSTS:						
OPERATING EXPENDITURES by summary object:						
Operating Expenses						
TOTAL OPERATING EXPENDITURES:						
CAPITAL OUTLAY by summary object:						
1.						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:	\$119,600				\$119,600	
LUMP SUM:						
GRAND TOTAL	\$119,600				\$119,600	

Description:

In FY17 two (2) additional positions for medical students in the University of Utah School of Medicine (UUSOM) program were appropriated increasing the incoming class of UUSOM students in the fall of 2016 to a total of ten (10). The FY17 Legislative Budget Book states the two new seats would require a funding commitment in FY18, FY19 and FY20 as students move successfully through medical school toward graduation increasing the total from 32 to 40 Idaho students. This request is for the two (2) additional positions for the fourth year students.

This request supports the recommendations of the State Board of Education's Medical Education Subcommittee from January, 2009. Specifically, recommendation #3: "Expand the total number of medical seats for Idaho sponsored students to between 60 to 90 per

year (an aggregate total of 240 to 360) as soon as practicable through partnerships with WWAMI, WICHE, University of Utah, osteopathic schools and other medical schools."

Questions:

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

This is a request for two additional UUSOM seats in the amount of \$89,200 in Trustee & Benefits. This increase is in line with the commitment made in FY 17 to increase funding and medical students in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation.

This request would add two students in the fourth year class of FY20 or 10 students per year, for a total of 40 Idaho UUSOM students enrolled in medical school by FY20 (Fall 2019).

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 No FTE are associated with this budget.
 - Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 None.
 - c. List any additional operating funds and capital items needed. None.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request would require ongoing General Funds.

Each year the contract price for all UUSOM seats increases by an amount which is equal to the increase in the Higher Education Cost Adjustment (HECA) index published for the most recently available preceding academic year.

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

If this request is not funded, the additional two positions appropriated in FY17 would not be sustained and the number of incoming students would need to be reduced to the previous eight (8) seats.

aAGENCY: Health Education Programs Agency No.: 515 FY 2020 Request

FUNCTION: University of Utah

Medical Education Program

Function No.: 04

Page 1_ of _3 Pages

Original Submission X or

ACTIVITY: Strategic Initiative Activity No.: Revision No. ____

A: Decision Unit No: 12.02	Title: Resident Leave of Absence Priority Ranking 2 of 2					
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)						
PERSONNEL COSTS:						
1. Salaries						
Benefits Group Position Funding						
TOTAL PERSONNEL COSTS:						
OPERATING EXPENDITURES by summary object:						
1. Operating Expenses						
TOTAL OPERATING EXPENDITURES:						
CAPITAL OUTLAY by summary object:						
1.						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:	\$22,300				\$22,300	
LUMP SUM:						
GRAND TOTAL	\$22,300				\$22,300	

Description:

The Legislature has provided funding for 38 Idaho residents in the University of Utah School of Medicine (UUSOM) program for FY 2019. A separate line item requests funding for an additional and final increase of two residents for the 4th year residency. This request is for one-half year funding for an Idaho student who is returning from a medical leave of absence. One student is on track and scheduled to graduate one (1) semester early (in December 2018) and start her pediatric residency in January 2019. This would mean she would not need the entire year of Idaho funding. Another student currently in his second year will need an entire year of funding due to his return from a medical leave of absence. Another Idaho student filled his slot, therefore additional funding is needed. UUSOM will bank the one semester savings from the first student from FY 2019 and use those funds in FY 2020 for the second student. Therefore, we only need to ask for one semester's funds for FY 2020.

Questions:

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

This is a request for one semester funding for a student returning from a medical leave of absence. Since it was not known whether the student would return to the UUSOM program, the student's slot was filled by another Idaho student.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 No FTE are associated with this budget.
 - Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 None.
 - c. List any additional operating funds and capital items needed. None.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

This request would require one-time General Funds.

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

If this request is not funded, the Idaho student will not be able to return from his medical leave of absence.

aAGENCY: Health Education Programs Agency No.: 515 FY 2020 Request

FUNCTION: Graduate Medical

Education Function No.: 04 Page 1_ of _3 Pages
Original Submission X or

ACTIVITY: Strategic Initiative Activity No.: Revision No. ___

A: Decision Unit No: 12.01	Title: Graduate Medical Education			Priority Ranki	ng 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
Operating Expenses					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary					
object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$3,085,000				\$2,905,000
LUMP SUM:					
GRAND TOTAL	\$3,085,000				\$2,905,000

Description:

The Legislature appropriated the following for fiscal year 2019.

Family Medicine Residencies, \$565,000:

FMRI Boise, \$240,000 to increase funding to \$35,000 per resident ISU FMR, \$105,000 to increase funding to \$40,000 per resident ISU Pharmacy, \$130,000 to increase funding to \$35 per resident

Boise Internal Medicine, \$77,500 to increase funding to \$35,000 per resident Psychiatry Education, \$240,000 to increase funding to \$60,000 per resident Eastern Idaho Medical Residencies, \$455,000 established at \$35,000 per resident Bingham Internal Medicine, \$525,000 established at \$35,000 per resident

Assumptions for FY 2020 line item requests:

- 1. Update for FY 2020 using the following criteria.
 - a. ISU's new baseline being at \$40,000 per resident
 - b. UW Psychiatry being at \$60,000
 - c. All other programs being at \$35,000 per resident
 - d. Bingham's (Blackfoot) Internal Medicine Program fully funded at \$60K
 - e. Idaho Falls Internal Medicine Program being funded for year one only at \$35,000
- 2. Showing all programs now being increased to \$45,000 for all existing residents.
- 3. Bringing all new resident/fellow requests for the year FY2020 on at the \$60,000.

See following page for total increases by program for all Health Education Programs.

Family Medicine Residencies	\$480,000
ISU FMR	415,000
FMR Kootenai	180,000
Boise Internal Medicine	590,000
Eastern Idaho Medical Center	1,060,000
Bingham Internal Medicine	180,000
University of Utah School of Medicine	<u>180,000</u>
Total Graduate Medical Education	\$3,085,000

Ten Year GME FY 2020 Budget Increase Request - Addendum

		Existing Residents					sidents /				Total FY 2020	
		(FY2	2020)		Fello	ws	(FY 2020)				equested
	Current			ncrease					0	ther		unding
	Funding		Fu	nding to			Fu	nding at				ncrease
Program	per FTE	FTEs		\$45K		FTEs		\$60K				ricicuse
Family Medicine Residency of Idaho	\$ 35,000											
Boise Family Medicine		33	\$	330,000			\$	-	\$	-	\$	330,000
Caldwell FM Rural Training Track		9		90,000				-		-		90,000
Magic Valley FM Rural Training Track		6		60,000				-		-		60,000
Nampa Family Medicine		-		-		6	f	unded				-
	Total	48	\$	480,000		6	\$		\$	-	\$	480,000
Idaho State University	\$ 40,000											
Pocatello Family Medicine	. ,	21	\$	105,000			\$	-	\$	-	\$	105,000
Hospitalist			•	,		1	·	60,000	·	-	•	60,000
Carryover								,	25	50,000		250,000
·	Total	21	\$	105,000		0	\$	60,000		0,000	\$	415,000
<u>Kootenai</u>	\$ 35,000											
Coeur d'Alene Family Medicine		18	\$	180,000			\$	-	\$	-	\$	180,000
	Total	18	\$	180,000		-	\$	-	\$	-	\$	180,000
Boise Internal Medicine	\$ 35,000											
Internal Medicine	,,	29	\$	290,000		4	\$	240,000	\$	_	\$	530,000
Preliminary Year Intern Program		4	•	40,000			•	-	•	_	•	40,000
IM Chief Resident		2		20,000				_		_		20,000
	Total	35	\$	350,000		4	\$	240,000	\$	-	\$	590,000
University of Washington - Psychiatry	\$ 60,000											
Seattle/Boise Core Program		8	\$	-		-	\$	-	\$	-	\$	-
-	Total	8	\$	-		-	\$	-	\$	-	\$	-
Bingham Internal Medicine	\$ 35,000											
Blackfoot Internal Medicine		12	\$	120,000		1	\$	60,000	\$	-	\$	180,000
	Total	12	\$	120,000		1	\$	60,000	\$	-	\$	180,000
Eastern Idaho Regional Medical Center	\$ 35,000											
Idaho Falls - Internal Medicine		10	\$	100,000		10	\$	600,000	\$	-	\$	700,000
Idaho Falls - Family Medicine		-		-		6		360,000		-		360,000
	Total	10	\$	100,000	•	16	\$	960,000	\$	-	\$	1,060,000
University of Utah / ISU	\$ 60,000											
Salt Lake City/Pocatello Core Program	I		\$			3	\$	180,000	\$	_	\$	180,000
_	Total		\$	-		3	\$	180,000	\$	-	\$	180,000
G	rand Total	152	\$1	,335,000		30	\$1	,500,000	\$25	0,000	\$	3,085,000

AGENCY: Special Programs Agency No.: 516 FY 2020 Request

FUNCTION: Forest Utilization

Research (FUR) Function No.: 01 Page 1 of 4 Pages
Original Submission X

ACTIVITY: Strategic Initiatives Activity No.: or Revision No. ___

A: Decision Unit No: 12.01 FUR- Wood Utilization in Commercial Building Faculty Priority Ranking 1 of 2								
DESCRIPTION	General	Dedicated	Federal	Other	Total			
FULL TIME POSITIONS (FTP)	1.00				1.00			
PERSONNEL COSTS:								
1. Salaries	\$88,500				\$88,500			
2. Benefits	32,400				32,400			
3. Group Position Funding								
TOTAL PERSONNEL COSTS:	\$120,900				\$120,900			
OPERATING EXPENDITURES by summary object:								
1. Travel	\$5,000				\$5,000			
2. Operating	10,000				10,000			
TOTAL OPERATING EXPENDITURES:	\$15,000				\$15,000			
CAPITAL OUTLAY by summary object:								
PC, building design or other applicable software, and workstation	\$5,000				\$5,000			
TOTAL CAPITAL OUTLAY:	\$5,000				\$5,000			
T/B PAYMENTS:								
LUMP SUM:								
GRAND TOTAL	\$140,900				\$140,900			

Description:

Advancing the use of forest products in commercial building at the University of Idaho by investing in human resources.

The University of Idaho seeks to engage the integrated industries involved in commercial building to develop the emerging economy of sustainable commercial building. Wood is the ideal raw material as a renewable building material allowing for carbon sequestration while consuming less energy during production as compared to concrete and steel. Engineered wood products enable flexible, rapid modular construction while still allowing for sophisticated design. The northwest and southeast US are the two most productive timber regions. Idaho, with a forest products industry

currently producing 10% of state domestic product, is uniquely positioned with timber and manufacturing to meet the demands of the market. Integrating engineering to address code specifications, architects in design utilization and construction firms with product knowledge will drive industry growth. Increased, sustainable use of Idaho's timber will result in direct and indirect jobs (transportation, manufacturing, etc.), support rural communities dependent on these industries, and support the Idaho Department of Lands return on investment to Idaho's schools.

Questions:

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

The College of Natural Resources is requesting \$140,900 in the Forest Utilization Research (FUR) budget to provide salary and fringe support, plus travel, operations, and capital equipment, for a new faculty hire to enhance scholarly activity and outreach with Idaho's forest industry and commercial building sectors. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen traditional Idaho industries and rural communities that rely on the jobs from timber harvesting, forest product manufacturing, architecture, engineering and construction. There is currently no capacity for this position. This position may hold dual appointments or adjunct status in the colleges of Engineering and/or Art & Architecture.

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

The College of Natural Resources is requesting funds sufficient to provide fulltime salary and benefits support for a new faculty position in wood utilization in commercial buildings at the rank of associate professor or professor.

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

There will not be redirection.

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

The request includes \$5,000 for travel, \$10,000 for operating expenses, and \$5,000 for capital equipment including dedicated software used to perform duties of position.

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.

Salary, fringe, travel and operating will be ongoing, with capital outlay as one-time funding. We anticipate that funding can be leveraged for external grant awards but have no assumptions for revenue amounts.

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

The new faculty position will directly serve Idaho's forests, forest industries, construction and commercial building industries, and state agencies including the Idaho Department of Lands. Rural communities will benefit from potential increases in forest and forest product activity. The position will also strengthen leverage for non-FUR dollars, benefitting faculty and students. This position can provide ancillary benefits to either or both the College of Engineering and Art & Architecture through increased capacity in relative disciplines.

AGENCY: Special Programs Agency No.: 516 FY 2020 Request

FUNCTION: Forest Utilization

Research (FUR) Function No.: 01 Page 1 of 4 Pages
Original Submission X

ACTIVITY: Strategic Initiatives Activity No.: or Revision No. ____

A: Decision Unit No: 12.02	FUR - Mica Creek Watershed Title: Project Priority Ranking of 2						
DESCRIPTION	General	Dedicated	Federal	Other	Total		
FULL TIME POSITIONS (FTP)							
PERSONNEL COSTS:							
1. Salaries	\$60,000				\$60,000		
2. Benefits	35,000				35,000		
3. Group Position Funding							
TOTAL PERSONNEL COSTS:	\$95,000				\$95,000		
OPERATING EXPENDITURES by summary object:							
1. Travel	\$6,000				\$6,000		
2. Operating	26,000				26,000		
TOTAL OPERATING EXPENDITURES:	\$32,000				\$32,000		
CAPITAL OUTLAY by summary object: 1. PC, building design or other applicable software, and workstation							
TOTAL CAPITAL OUTLAY:							
T/B PAYMENTS:							
LUMP SUM:							
GRAND TOTAL							
	\$127,000				\$127,000		

Description:

Mica Creek Watershed Project.

In 1990 a study examining the impacts of modern forestry practices on stream characteristics and fish was initiated in the Mica Creek watershed. A formal Before-After-Control-Treatment study was completed in 2005 and peer-reviewed papers have been published on water quality, sediment, temperature, dissolved chemistry, and aquatic insects. Watershed-side stream instrumentation and data collection has continued uninterrupted since this time, and the latter half of the 27-year data set reflects operational working forest conditions. The study provides a data-driven, science based platform to evaluate forest practice rules that govern water quality,

protection, as well as fish and wildlife conservation issues relative to state, federal, and private forest landowner management. The project results were used directly in discussions of regulatory changes at both the state and federal level. Results have informed and influenced revisions of the Idaho Forest Practice Rules on tree retention in streamside areas; were influential in the regulatory debate over treating roads and culverts as point sources of pollution; and are routinely used in National Environmental Policy Act (NEPA) evaluations for US Forest Service timber sales. Maintaining the ability to continue building on the data set from this long-term study is critical to informing natural resource protection policies in Idaho. This is especially critical given emergent concerns about decreasing summer flows and impacts on fish populations resulting from forest regrowth that will potentially impact forest products and related industries.

Questions:

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

This is a request to increase base funding for annual maintenance for the Mica Creek Watershed Project. Specifically, funding will support 2 part-time field technicians to maintain critical infrastructure and to collect and analyze data from various sampling points, travel and supplies to support data collection and two sample analyses of sediment macroinvertebrates. There is currently no base funding for this project, however there is agency staffing within base budget to support the project at an administrative level. Administrative support will include financial specialists, human resources, marketing and communications as well as director level guidance.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - (2) Research Technicians, part time, on 6-12 month appointments (depending on weather and field season access), PERSI eligible. Anticipated hire date will be upon approved funding at the beginning of the fiscal year (typically on or around July 1).
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Financial specialists will support project operations to process travel and supply purchases. Human Resources will support hiring of personnel. Marketing and Communications staff will support publication and promotion of project results. Director level oversight to ensure adherence to university policies and procedures. Existing operations will be minimally impacted as these functions are currently in place to support all similar activities within the Forest Utilization Research program.

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

No additional capital funding is required. Operating funds of \$32,000 are requested to cover travel, supplies and sample analysis.

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

This request is for ongoing annual funding in support of basic data collection and sample analysis to continue to build a long-term data set in support of Idaho forest industry, federal and state forest agencies and dependent rural communities on activities relative to actively managed forest lands.

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

The project promotes long-term economic health for communities dependent upon forested lands. The long-term economic health of such communities is dependent upon the long-term ecological health of lands. Ecological health is a substrate on which forest management and economic gain can be sustained in the long term. The project seeks to develop an integrated, mechanistic understanding of how upslope disturbances are transmitted to downstream ecosystems, to assess and improve contemporary forest management practices. This project builds on disciplinary research to develop integrated approaches to the assessment and management of working forest lands.

This project has had a major impact on the science and management of forested ecosystems in the state of Idaho and the region, and has effectively advanced the University's teaching, research and outreach missions in a key strategic area by enhancing the stewardship of the natural environment. This project has added considerable value to the Mica Creek Project initiated originally by private industry, by adding both an intensive research component focused on mechanisms producing observed changes, and an extensive component to assess forest management across a broader range of impact levels, while expanding the disciplinary breadth of observed response variables. Although the project is ongoing, the state, region and nation is benefiting, and will continue to benefit from this proactive project through an improved, interdisciplinary assessment of contemporary harvest practices. This project is therefore benefiting the forest products and associated industries, the tourism sector, and the economic development of municipalities. If the request is not funded, inactivity of this project study will result in negative impacts to Idaho's forest industry, the rural communities dependent on this industry and other associated industries utilizing Idaho's forests, state and government land managing agencies and the scientific literacy and understanding of active forest management.

AGENCY: Special Programs Agency No.: 516 FY 2020 Request

FUNCTION: Idaho Geological Survey Function No.: 02 Page <u>1</u> of <u>4</u> Pages Original Submission X

ACTIVITY: Activity No.: or Revision No. ____

A: Decision Unit No: 12.01		crease & Marke	Priority Rank	Priority Ranking 1 of 1		
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)	.44				.44	
PERSONNEL COSTS:						
1. Salaries	\$110,100				\$110,100	
2. Benefits	28,800				28,800	
3. Group Position Funding						
TOTAL PERSONNEL COSTS:	\$138,900				\$138,900	
OPERATING EXPENDITURES by summary object:						
TOTAL OPERATING EXPENDITURES:						
CAPITAL OUTLAY by summary object:						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:						
LUMP SUM:						
GRAND TOTAL	\$138,900				\$138,900	

Description:

Public demand for geologic and geospatial services from the Idaho Geological Survey (IGS) has grown each year for the last five years and during FY 2017 the IGS website had 453,562 visitors and users downloaded 204,770 digital products. The IGS publishes geologic research annually in the form of maps, technical reports, databases and information pertaining to mineral, oil and gas, geothermal energy and geologic hazards throughout the state and these products are uploaded to the IGS website for public dissemination.

Priority 1: Consistency in staffing is crucial to meet the demands of the IGS's Strategic Plan as well as fulfilling the Mission and Goals of the agency. In past years, we have had difficulty retaining quality exempt and classified staff, which results in a loss of the knowledge base that they possess. The funding being requested is to make up the difference between the pay rates currently being paid to IGS staff and the new "Market Based Compensation" levels recently set

by the University of Idaho thus allowing IGS to reduce turnover and maintain a higher quality of service to the public. Crucial staff, both exempt and classified, that will be affected by these funds are our Senior Petroleum, Geologist, Geologic Hazards Geologist, Hydrogeologist, Senior Geologist, GIS Analyst, Geologic Map/ GIS Manager, Assistant to the Director, and IGS Finance and Operations Manager.

Priority 2A: To bring the Assistant to the Director position from the current .875 FTE to a full 1.00 FTE. This change in FTE and appropriation is necessary so the current Assistant to the Director can accomplish all tasks associated with the position for the Moscow and Boise offices of IGS as well as assist in other administrative duties that have been added to the position.

Priority 2B: To bring the Senior Geologist position from the current .69 FTE to a full 1.0 FTE. This change in FTE will increase the Survey's grant award capabilities for leveraging US Geological Survey funding to IGS and providing more federal research dollars to conduct geologic mapping throughout the state. The proposed increase in FTE will also allow the Senior Geologist to devote more time for educational and outreach activities while still maintaining a robust schedule for geologic mapping.

Questions:

- 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - a. Salary adjustments for Seven (7) IGS Exempt and Classified Staff
 - i. Appropriation of \$80,400 in salary and benefits is being requested to bring 7 staff (exempt and classified) up to 85% of their University of Idaho Market Base Salary. In order to slow employee turnover, the University of Idaho has adopted a Market Based Compensation policy to help address employee retention issues. IGS has its own appropriation line from the Idaho legislature and does not have access to General Education funds from the University. This request for funding will bring all IGS exempt and classified staff up to 85% of the market-based rates set by the University of Idaho; the balance of the increase (86% to 100%) will be accomplished over time by annual Cost of Living increases allocated by the legislature and attrition in the Survey due to retirement.
 - b. Assistant to the Director additional FTE of .125 and The Senior Geologist additional FTE of .31. A total of \$57,300 is requested for salary and benefits.
 - Request is to raise the FTE of the Assistant to the Director from .875 FTE to a full 1.0 FTE and an accompanying request to raise the FTE of the Senior Geologist from .69 FTE to a full 1.0 FTE.
 - ii. Asking for additional appropriation for both positions of \$58,500 in salary and benefits which will allow IGS to fund both positions at full time of the 85% market rate set by the University of Idaho.

Additional funding and FTE for the two positions, as stated above, adds increased services to the public and improves employee retention for IGS. The .125 FTE increase for the Assistant to the Director will allow full-time work without the extra funding being drawn from IGS operating funds (OE, CO and Travel).

The extra .31 FTE for the IGS Senior Geologist provides a much stronger state match for competitive US Geologic Survey grant awards and permits the Survey to secure larger federal grant awards and map larger areas throughout the state. Providing a small increase in FTE for

the Senior Geologist also permits more IGS resources to be targeted for earth science education in public and private schools and Outreach opportunities throughout the state.

2. What resources are necessary to implement this request?

- **a.** No additional resources are required. The appropriation for both requests will be combined with existing appropriations.
- 3. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - **a.** This request is not for new employees, request is for additional funding and FTE to supplement existing IGS positions.
- 4. 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.
 - a. This request is for ongoing funding for existing personnel. The appropriation request will be used for salary and benefits only to keep pace with the employee Market Based Compensation program set at the University of Idaho and to increase employee retention at IGS.
- 5. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
 - a. Beneficiaries of this request will be the general public, energy and minerals industries, engineering firms, the Idaho legislature, state and federal agencies, the Governor's office and all entities who request services from the Idaho Geological Survey.
 - b. If these funding requests are not granted, the Idaho Geological Survey will fall further behind existing staff salaries at the University of Idaho. When the U of I began their "Market Based Compensation" plan for employees, the primary goals were to (1) Compensate U of I employees at levels of their peers and (2) Stem the nearly 20% staff turnover per year. As this plan is implemented, the University has reallocated certain resources to meet their goals. IGS, while housed at the U of I, does not have the flexibility to share in University funds causing IGS salaries to lag behind the rest of the University. The most recent example of this "lag" is our FY19 salary levels. As the University tries to bring employees up to market base, the IGS could only fund 25% of what the University recommended.

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

a. U of I Market Based Compensation employee notification.

		Addition P	CN Funding Reque	sted to 85%		
			U of I established	CUPA or BLS	Difference to get	
	PCN	Current Salary	Market rate	Code	to 85%	
	4762	\$43,077.00	\$65,124.80	CUPA 435110	\$12,279.08	
		4	40-000		******	
	4751	\$65,000.00	\$95,388.80	BLS 19-2042	\$16,080.48	
	1227	\$64,438.20	\$88,982.40	BLS 19-3092	\$11,196.84	
	4755	\$65,000.00	\$86,710.00	BLS 19-2042	\$8,703.50	
	4763	\$70,000.00	\$91,045.50	BLS 19-2042	\$7,388.68	
	4754	\$65,852.00	\$82,888.00	BLS 19-2043	\$4,602.80	
	4766	\$66,955.60	\$86,710.00	BLS 19-2042	\$6,747.90	
					466 700 00	
			Total		\$66,700.00	
		Additional F	TE and PCN Fundin	g requested to 85	5%	T
				U of I		Difference to
			Additional FTE	established 1.0	CUPA or BLS	get to 85% of 1.
PCN	Current Salary	Current FTE	Requested	FTE Market rate	Code	fte
4753	\$42,292.00	0.69	0.31	\$86,710.00	BLS 19-2042	\$31,500.00
4765	\$32,759.00	0.875	0.125	\$52,456.65	BLS 43-6011	\$11,900.00
				Total		\$43,400.00
	Total Calamy	dod			¢110 100 00	
	Total Salary nee	Benefits needed			\$110,100.00 \$27,581.00	
	Total Request F	Y Z U Z U			\$137,681.00	
	CUPA Colleg	 e and Universitv Pr	ofessional Associat	ion		
		of Labor Statistics				

BAHR - SECTION II TAB 2 Page 4

AGENCY: Special Programs Agency No.: 516 FY 2020 Request

Function

No.: 05 Page 1 of X Pages

FUNCTION: Idaho Small Business

Original Submission ___ or

Development Center

ACTIVITY:

Activity No.: Revision No. ____

A: Decision Unit No: 12.01	Title: Business Development			Priority Rank	king 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.5				0.5
PERSONNEL COSTS:					
1. Salaries	\$36,000				\$36,000
2. Benefits	14,500				14,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$50,500				\$50,500
OPERATING EXPENDITURES by summary object:					
Travel Marketing, events, speaker fees	\$5,000 2,500				\$5,000 2,500
TOTAL OPERATING EXPENDITURES:	\$7,500				\$7,500
CAPITAL OUTLAY by summary object:					
Computers (one-time)	\$1,500				\$1,500
TOTAL CAPITAL OUTLAY:	\$1,500				\$1,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$59,500				\$59,500

Description:

The Idaho Small Business Development Center (SBDC) has been providing no-cost consulting and coaching to Idaho's small businesses and entrepreneurs since 1986 through a network of six (6) offices hosted by Idaho's colleges and universities. TechHelp, Idaho's manufacturing extension partnership, operates statewide from three (3) university-based offices to provide training and technical assistance to Idaho's manufacturers. This joint position represents an unprecedented partnership which maximizes statewide reach to Idaho's small businesses and manufacturers, the backbone of Idaho's economy.

This request is for a Cyber Security Specialist (1 FTE), shared between Idaho TechHelp and the Idaho SBDC, to provide assistance to small businesses and manufacturers on

cyber security prevention, detection, response and recovery. The position will be located at Boise State University and will leverage the Idaho SBDC and TechHelp networks and cyber security expertise at Boise State University. The Specialist will develop and execute a plan with metrics, to deliver assistance statewide, including rural areas, through tools, workshops, consulting, and outreach. This additional state funding will support a full-time professional and the associated operating costs to delivery statewide services.

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 funding request is for 50% (each) of a shared position between the Idaho SBDC (0.5 FTE) and TechHelp (0.5 FTE). Big companies have IT departments to help protect them from cyber attacks. So hackers have turned to small businesses as easy targets and as a potential channel to gain access to large companies. Since 80% of cyber attacks can be prevented by basic risk management, this position would help owners learn about and implement risk management strategies.

Currently, both organizations have limited staff and none dedicated to cyber security where the need is increasing. The new shared SBDC-TechHelp position will focus 100% of their time on cyber security.

Ongoing salary, fringe and operating expenses are being requested.

- 2. What resources are necessary to implement this request?
 - One (1) new position shared between the Idaho SBDC and Idaho TechHelp
 - A new laptop computer, docking station and screens
 - Office space (provided by Boise State University)
 - Supervision/leadership
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Ongoing funds are being requested for one (1) new full-time position for a total of \$118,014.

One-time funding is being requested for computer/office setup for the position. Targeted customers include the combined SBDC-TechHelp customer base.

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?

Small businesses and manufacturers all over Idaho will be served through the Idaho SBDC and TechHelp networks.

Expected impacts include cost savings and cost avoidance from decreased cyber crime risk. These expected results can be difficult to measure because program objectives are to decrease risk of cyber crimes. Participating businesses will be better positioned to prevent cyber crime. Should a hacker get through, they can be detected and an effective defensive response initiated, and companies will have a plan in place on how to recover.

If this request is not funded, more businesses will face cyber crime without the knowledge necessary to reduce their risk and mitigate the associated costs.

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

Attachments:

• Idaho SBDC economic impact results for 2017



2017 Impact Report

In 2017, the Idaho Small Business Development Center helped grow businesses through no-cost consulting and affordable trainings.

EMPOWERING BUSINESS SUCCESS



1,305



\$41M Capital Raised





20,079 **Consulting Hours**



Return on Investment 5:1









61% **Existing Businesses**



"I doubt we would have achieved the success we now enjoy without [the SBDC]."

> Zeppole Baking Company Boise



"The disciplines I learned from the SBDC have been extremely crucial in setting my company up right and getting us to positive revenues much faster than expected."

> - Sarah Marshall, owner Off the Grid Investigations, LLC Idaho Falls

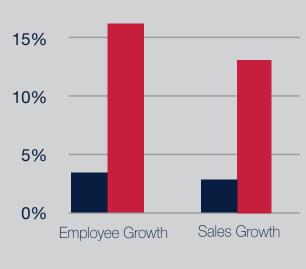


"Working with the SBDC required us to think about our goals and gave us the confidence to start."

> - Bobbie Penney, co-owner Tiny Tots Learning Center



Idaho SBDC clients outperform



Idaho small business

Idaho SBDC Client



About the Idaho SBDC



- North Idaho
 North Idaho College
- North Central Idaho Lewis-Clark State College
- 3 Southwest Idaho Boise State University
- 4 South Central Idaho
 College of Southern Idaho
- Southern Idaho
 Idaho State University
- 6 Eastern Idaho Idaho State University
- STATE OFFICE
 Boise State University

Our six regional offices offer a full suite of services:

Growth Strategies

Technology and Innovation Operations

Business Model Development
Human Resources

Loan Preparation Expansion

Exporting Financial Analysis
Franchising

Strategic Planning Marketing Plans
Leadership Development
Government Contracting

Specialty Programs



The **Technology Commercialization Program** helps clients take a scalable technology idea to market.



The **Procurement Technical Assistance Program (PTAC)** helps companies gain access to government contracts.



The **Environmental Regulatory Assistance Program** helps companies comply with air quality regulations.



The **Exporting Program** helps identify and assist companies new to exporting.











Our Partners







University of Idaho

Idaho State





The Idaho SBDC is partially funded by the U.S. Small Business Administration. It operates in partnership with the SBA, Boise State University and other funding sources. The support given by SBA through such funding does not constitute an expressed or implied endorsement of the co-sponsor's or participant's opinions, products or services. The Idaho SBDC is an equal-opportunity/affirmative action employer. Services are provided on a non-discriminatory basis. Reasonable accommodations will be made for persons with disabilities if requested at least two weeks in advance. Language assistance is available to those with limited English proficiency. To request an accommodation or language assistance, please contact Olgie Castillo at 208-426-1640 or IdahoSBDC@boisestate.edu.

Agency

AGENCY: Special Programs No.: 516 FY 2020 Request

Function

No.: 05 Page 1 of 4 Pages

FUNCTION: TechHelp

ACTIVITY:

Activity

Original Submission __ or

No.: Revision No. ____

A: Decision Unit No: 12.01	Title: Business Development			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.5				0.5
PERSONNEL COSTS:					
1. Salaries	\$36,000				\$36,000
2. Benefits	14,500				14,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$50,500				\$50,500
OPERATING EXPENDITURES by summary object:					
Travel Marketing, events, speaker fees	\$5,000 2,500				\$5,000 2,500
TOTAL OPERATING EXPENDITURES:	\$7,500				\$7,500
CAPITAL OUTLAY by summary object:					
Computers (one-time)	\$1,500				\$1,500
TOTAL CAPITAL OUTLAY:	\$1,500				\$1,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$59,500				\$59,500

Description:

TechHelp, Idaho's manufacturing extension partnership, operates statewide from three (3) university-based offices to provide training and technical assistance to Idaho's manufacturers. This joint position represents an unprecedented partnership which maximizes statewide reach to Idaho's small businesses and manufacturers, the backbone of Idaho's economy.

The Idaho Small Business Development Center (SBDC) has been providing no-cost consulting and coaching to Idaho's small businesses and entrepreneurs since 1986 through a network of six (6) offices hosted by Idaho's colleges and universities.

This request is for a Cyber Security Specialist (1 FTE), shared between Idaho TechHelp and the Idaho SBDC, to provide assistance to small businesses and manufacturers on

cyber security prevention, detection, response and recovery. The position will be located at Boise State University and will leverage the Idaho SBDC and TechHelp networks and cyber security expertise at Boise State University. The Specialist will develop and execute a plan with metrics, to deliver assistance statewide, including rural areas, through tools, workshops, consulting, and outreach.. This additional state funding will support a full-time professional and the associated operating costs to delivery statewide services.

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 funding request is for 50% (each) of a shared position between the Idaho SBDC (0.5 FTE) and TechHelp (0.5 FTE). Big companies have IT departments to help protect them from cyber attacks. So hackers have turned to small businesses as easy targets and as a potential channel to gain access to large companies. Since 80% of cyber attacks can be prevented by basic risk management, this position would help owners learn about and implement risk management strategies.

Currently, both organizations have limited staff and none dedicated to cyber security where the need is increasing. The new shared SBDC-TechHelp position will focus 100% of their time on cyber security.

Ongoing salary, fringe and operating expenses are being requested.

- 2. What resources are necessary to implement this request?
 - One (1) new position shared between the Idaho SBDC and Idaho TechHelp
 - A new laptop computer, docking station and screens
 - Office space (provided by Boise State University)
 - Supervision/leadership
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

Ongoing funds are being requested for one (1) new full-time position for a total of \$118,014.

One-time funding is being requested for computer/office setup for the position. Targeted customers include the combined SBDC-TechHelp customer base.

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?

BAHR - SECTION II TAB 2 Page 2

Small businesses and manufacturers all over Idaho will be served through the Idaho SBDC and TechHelp networks.

Expected impacts include cost savings and cost avoidance from decreased cyber crime risk. These expected results can be difficult to measure because program objectives are to decrease risk of cyber crimes. Participating businesses will be better positioned to prevent cyber crime. Should a hacker get through, they can be detected and an effective defensive response initiated, and companies will have a plan in place on how to recover.

If this request is not funded, more businesses will face cyber crime without the knowledge necessary to reduce their risk and mitigate the associated costs.

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

Attachments:

TechHelp Performance Metrics results for 2017

Performance Metrics – 2017, TechHelp

Below is TechHelp's 2017 NIST Manufacturing Extension Partnership scorecard, which is based on client responses to an independent survey. Overall performance for TechHelp's client projects reported on the scorecard is summarized as:

New & Retained Sales \$74,600,000

Jobs Created & Retained 849

New Investment \$21,600,000

Cost Savings \$9,400,000

Manufacturers Surveyed 81

Projects with Manufacturers >100

Employees Trained >500

Idaho TechHelp - 201

2017-4 - IMPACT Metrics as of Tuesday, March 13, 2018

CAR Oper	ations Perfo	rmance Man	agement IN	IPACT Met	rics			
CAR Current Quarter Per	formance		90					
Federal F	unding - \$640,2: (Four	36.00 Total Ca Quarter Rolling		\$1,229,206.0	0			
		Impact Metr	ics					
Metric	CAR Reported Impact	Normalized CAR Performance	Performance Standard	CAR Metric Points	CAR Median Performance	From Threshold		
Impact data based on MEP Client Surv	ey responses							
New Sales (10)	\$36.3 M	56.6	\$15	10	\$22.2	378%		
Retained Sales (10)	\$38.3 M	59.8	\$35	10	\$56.7	171%		
Jobs Created and Retained (10)	849	1326.1	500	10	747.3	265%		
New Investment (10)	\$21.6 M	33.7	15	10	\$21.8	224%		
Cost Savings (10)	\$9.4 M	14.6	7	10	\$10,8	209%		
Percent Improving Competitiveness (10)	44.0 / 55.0	80.0%	80%	10	86,3%	0 PP		
Survey Response Rate (10)	55.0 / 81.0	67.9%	70%	0	87.0%	-2,1 PP		
Net Promoter Score(r) (10)	96.4 - 0.0	96.4	75	10	84.4	21.4 PP		
Impact data based on Client/Project Su	ibmissions							
Mfg.Clients / \$M Fed (10)	84	131.0	73	10	70.0	180%		
New Mfg.Clients / SM Fed (10)	51	80.0	29	10	33,4	275%		

Net Promoter. Net Promoter System, Net Promoter Score, NPS and the NPS-related emoticons are registered trademarks of Bain & Company, Inc., Fred Reichheid and Salmetrix Systems, Inc.

PP - Percentage Points

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: OSBE Administration Function No.: 02 Page ____ of __ Pages

Original Submission X or

ACTIVITY: Board approved category Activity No.: Revision No. ____

A: Decision Unit No: 12.01	Title: Associ	iate Chief Acad	emic Officer	Priority Rar	iking 1 of 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$85,000				\$85,000
2. Benefits	29,000				29,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$114,000				\$114,000
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and monitor	\$1,100				\$1,100
TOTAL CAPITAL OUTLAY:	\$ 1,100				\$1,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$115,100				\$115,100

Description:

Assistant/Deputy Chief Academic Officer position to support postsecondary policy advancement, implementation and coordination of Board initiatives, and strategic planning and resource development necessary to effectively carry out Board priorities.

Questions:

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

This position would support the Chief Academic Officer (CAO) in providing leadership for Academic Affairs staff (a total of four FTP) and achieving team goals. Currently the primary roles of these staff members are to perform ongoing functions dedicated to executing Board business processes. As the CAO shares primary responsibility for developing Board policy, integrating academic and student success initiatives across

eight public institutions, and management of various committees charged with improving postsecondary service delivery an additional leadership role is needed on the Academic Affairs team to effectively meet the demands of these items. The current model for the distribution of these efforts is not sustainable and creates bottlenecks in facilitating direct oversight, communication, and coordination across institutions, agencies, and other educational stakeholders involved with implementing Board policies and strategies.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - Associate Chief Academic Officer; pay grade O; full-time; benefit eligible; July 1, 2019 date of hire; non-classified
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - This new position will provide management responsibilities to meet the increased operational demands of a growing portfolio for Academic Affairs, which encompasses a diverse range of strategies and practices adopted by the Board to improve student success across Idaho's eight public postsecondary institutions.
 - c. List any additional operating funds and capital items needed.
 - \$1,100 (one-time) for computer and monitor
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

\$114,000 (PC) ongoing

\$1,100 (CO) one-time

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

The State Board of Education, staff, agencies, institutions, schools, stakeholders and the public will be served directly and indirectly by this position.

If not funded, progress will be delayed toward the achievement of Board goals, which includes the recommendations approved by the Governor's Task Force on Higher Education. Management tasks associated with these items are currently vested in the Chief Academic Officer, with limited flexibility to delegate to other Academic Affairs staff based on their roles and responsibilities.

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

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: OSBE Administration Function No.: 02 Page ____ of __ Pages

Original Submission X or

ACTIVITY: Board approved category Activity No.: Revision No. ____

A: Decision Unit No: 12.02	Title: Academic Program Manager		Priority Ranking 2 of 6		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$73,000				\$73,000
2. Benefits	26,600				26,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$99,600				\$99,600
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and monitor	\$1,100				\$1,100
TOTAL CAPITAL OUTLAY:	\$1,100				\$1,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$100,700				\$100,700

Description:

Academic Program Manager to coordinate development, implementation, and sustainment of Complete College America (CCA) strategies adopted by the Board to improve postsecondary completion rates.

Questions:

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

This position would support the Chief Academic Officer (CAO) in the program coordination of statewide CCA strategies adopted by the Board to be implemented across all eight postsecondary institutions. There are currently three Academic Program Managers in Academic Affairs, however, they are dedicated to areas such as: admissions, financial aid, and dual credit; program proposal and inventory

processes and Board committee support; and, proprietary/non-profit postsecondary compliance. As the work associated with CCA strategies lies within Academic Affairs, an Academic Program Manager assigned to this role would share daily responsibilities for coordinating and tracking institutional progress toward these objectives. This includes (but is not limited to) system-wide development of: consistent math pathway sequences; implementation of corequisite course remediation models; timely completion strategies; first-year student transition practices; and, adult learner accommodations. The current model for the distribution of these efforts is not sustainable as these items are charged to the CAO. The lack of personnel to support these goals lead to bottlenecks in facilitating direct oversight, communication, and coordination across institutions, agencies, and other educational stakeholders involved with implementing CCA strategies.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - Academic Program Manager; pay grade N; full-time; benefit eligible; July 1, 2019 date of hire; non-classified
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - This new position will provide management responsibilities to meet the increased operational demands of a growing portfolio for Academic Affairs, which encompasses a diverse range of strategies and practices adopted by the Board to improve student success across Idaho's eight public postsecondary institutions.
 - c. List any additional operating funds and capital items needed.
 - \$1,100 (one-time) for computer and monitor
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

\$99,600 (PC) ongoing

\$1,100 (CO) one-time

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

The State Board of Education, staff, agencies, institutions, schools, stakeholders and the public will be served directly and indirectly by this position.

If not funded, progress will be delayed toward the achievement of Board goals, which includes the recommendations approved by the Governor's Task Force on Higher Education. Management tasks associated with these items are currently vested in the

Chief Academic Officer, with limited flexibility to delegate to other Academic Affairs staff based on their existing roles and responsibilities.

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

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: OSBE Administration Function No.: 02 Page ____ of __ Pages

Original Submission X or

ACTIVITY: Board approved category Activity No.: Revision No. ___

A: Decision Unit No: 12.03	Title: Administrative Assistant 2		Priority Ranking 3 of 6		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$33,400				\$33,400
2. Benefits	18,500				18,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$51,900				\$51,900
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING					
EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and monitor	\$1,100				\$1,100
TOTAL CAPITAL OUTLAY:	\$1,100				\$1,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$53,000				\$53,000

Description:

Administrative Assistant 2 position to support communications and research staff.

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 position would provide administrative support to communications and research staff (a total of seven FTP). Currently these staff hav e no dedicated administrative support. One AA2 is supporting these staff plus four other staff (11 to one ratio). In addition, effective July 1, 2018 the curr ent AA2 will support the three Career Information System staff transferred from Dept. of Labor. This 14 to one ratio for administrative support is not sustainable, and creates chokepoints in the Office workflow.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - Administrative Assistant 2; pay grade I; full-time; benefit eligible; July 1, 2019 date of hire; classified
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

This new position will provide administrative support needed to meet increased operational demands, in part due to three new positions transferred to the Office in 2018.

- c. List any additional operating funds and capital items needed.
 - \$1,100 (one-time) for computer and monitor
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

\$51,900 (PC) ongoing

\$1,100 (CO) one-time

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

The State Board of Education, staff, agencies, institutions, schools, stakeholders and the public will be served directly and indirectly by this position.

If not funded, performance of basic administrative functions will be delayed. Performance of time-sensitive administrative tasks will necessitate pulling professional staff away from their core responsibilities in order to complete the projects.

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

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2019 Request

FUNCTION: OSBE Administration Function No.: 02 Page _1_ of _3 Pages

Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.04	Title: IT Information Systems Technician			Priority Ranking 4 of 6	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$52,300				\$52,300
2. Benefits	22,300				22,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$74,600				\$74,600
OPERATING EXPENDITURES by summary object:					
1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and monitor (OT)	\$1,200				\$1,200
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$75,800				\$75,800

Description:

The Office of the State Board of Education (OSBE) requests one (1) FTP and associated funding for an IT Information Systems Technician position. In general, this position will provide IT services to employees of the Office of the State Board of Education (OSBE) and Charter Commission staff. Specifically, the position would provide support for video conferencing, configure workstations, provide desktop support, and work with inventory, monitoring, and control of computers and software. They may also be leveraged to manage file shares and configure/manage other servers and to provide backup to the CTE IT resource.

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?

OSBE is requesting a full-time IT Information Systems Technician position (1 FTP) and one-time funds for a computer/monitor for the position. Currently, OSBE has no dedicated IT support. Basic support has been managed in-house by the Career Technical Education (CTE) IT lead and partially by an OSBE staff member - who

does this on the side on an as-needed basis. The workload is increasing with additional OSBE staff including the transfer of Career Information System (CIS) staff and the cyber security requirements. This position will assure that OSBE and the Charter Commission will be able to keep its computer systems properly configured, inventoried, and user's problems resolved in a timely manner. We will also be able to monitor the local area network and review logs to ensure our environment is secure.

There are no funds in the base for this activity.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - IT Information Systems Technician, Pay Grade L, full-time, non-classified, benefit eligible, hire date: July 1, 2019
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - Existing human resources are currently being redirected on an ad hoc basis to address this unmet need. If this position were approved and funded, existing operations would be impacted because it would allow the Board staff member to spend 100% of their time on their assigned duties and provide a reduction in demand on the CTE resource, and also provide depth and coverage for IT needs.
 - c. List any additional operating funds and capital items needed.
 - \$1,200 one-time CO for computer/monitor
- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

See above.

- 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?
 - Staff of the OSBE and the Charter Commission would be served by this request, and if needed, could also provide coverage to CTE when their primary IT resource is unavailable or overloaded. If position is not funded, we would continue to have more IT work than can be effectively managed by existing staff, several IT related projects would be delayed. This all leads to longer wait times to resolve issues, no resource to manage video conferencing, and a minimum level of support.
- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2018 budget request are not prioritized first.

This item was not requested in the FY 2018 budget request.

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: OSBE Administration Function No.: 02 Page ____ of __ Pages Original Submission X or

ACTIVITY: Board approved category Activity No.: Revision No.

Master Teacher Premium Portfolio					
A: Decision Unit No: 12.05	Title: Reviev	V		Priority Rank	ng 5 01 6
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
2. Reviewer Stipends	250,000				250,000
3. Training – Inter Rater Reliability	8,000				8,000
TOTAL OPERATING EXPENDITURES:	\$263,000				\$263,000
CAPITAL OUTLAY by summary					
object:					
TOTAL CARITAL CLITIAN					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$263,000				\$263,000

Description:

Funding is being requested to cover the cost associated with conducting training to assure inter-rater reliability on the Master Educator Premium Standards and scoring rubric to provide stipends to those educators who have volunteered to be Master Educator Portfolio Reviewers. Volunteers would be brought together each year for a training on the standards and the scoring process and rubric. This annual training would become a refresher for returning reviewers and a new training for new reviewers. The training will be essential in helping to establish reliability and consistency in how reviewers apply the scoring rubric. Three reviewers will be assigned to each portfolio, the reviewers will not know whose portfolio they are reviewing nor the identity of the other reviewers assigned to any given portfolio. Reviewers will also be provided with a stipend for their time in conducting the reviews. It is expected each reviewer will be able to complete the review

of three to five portfolios during each review cycle. The actual number of reviewers needed will be dependent on the actual number of portfolios submitted in any given year.

Based on the analysis of what other states with master teacher designations, with similar standards and processes for review, have experienced, only about 2% of their overall teaching force has applied for their master teacher designation. In Idaho, we have minimum requirements that will reduce the size of the pool eligible to apply for the premium that these states do not have. The standards will then be applied to the portfolio's submitted by those that meet the minimum requirements. Only those portfolio's that are scored high enough, based on the rubric approved by the Board in 2017, will be awarded the premium. Other states with master teacher designations have used higher levels of certification to award teachers who meet the standards through a master teacher certificate rather than the monetary premium that Idaho has attached to the designation. Due to the monetary incentive, it is possible that a greater number of eligible applicants will apply for the premium than other states have experienced. Based on our current educator workforce, assuming no eligible teachers leave the workforce between FY18 and FY20 when the premium is available, 9,957 individuals will be eligible to apply for the Should 25% of those eligible apply for the premium there could be premium. approximately 2,500 portfolios that would need to be reviewed. Assigning three reviewers to each portfolio leaves us with 7,500 portfolio reviews to assign. If each reviewer is assigned 15 portfolios in a given year, we will need approximately 500 reviewers. This would allow reviews to be granted a stipend of \$500 each year. The portfolio review process is a rigorous and time-consuming processes, the stipend is a reasonable recompense for the reviewers time.

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?
 - Section 33-1004I, Idaho Code, establishes a Master Educator Premium that will go into effect in FY20. The process recommended by a committee of Idaho educators and adopted by the Board includes the creation and submittal of portfolios and then a review of the portfolio to determine if the individual has met a high bar to receive the Master Educator Premium. While the premium itself will be distributed out of the public schools budget to school districts for payment to the individual teachers who earned the premiums, the review of the portfolios will be managed through the Board office. The Board currently has one FTE who will help to facilitate the training and manage the reviewers. Current duties will be adjusted to make room for these additional duties.
- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. No new positions
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. One existing FTE will absorb these duties. The existing position works with various constituent groups regarding

effective educators in our state, these duties will fit well with existing work. Some special projects may not be started to allow for time to facilitate this process. The majority of the work will be conducted by the reviewers, not the position.

- c. List any additional operating funds and capital items needed.
 - No additional operating funds or capital items outside of the funding listed above for training, travel for reviewers to attend the training, and then the stipends for the reviewers.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
 - All funds requested are on-going funds.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The expected impact is to implement the Master Educator Premium created by the Legislature through Section 33-1004I, Idaho Code. The intended impact of the Master Educator Premium is to recognized our more experienced and most effective educators and to encourage them to stay in the teaching profession. Creating a continuum of growth and recognition for Idaho's master educators.

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2020 Request

FUNCTION: OSBE Administration Function No.: 02 Page ____ of __ Pages Original Submission X or

ACTIVITY: Board approved category Activity No.: Revision No.

A: Decision Unit No: 12.06	A: Decision Unit No: 12.06					
71. Bedision enit No. 12:00	Tide. Ellian	Comonio		T Hority Ttariki	ing o or o	
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)						
PERSONNEL COSTS:						
1. Salaries						
2. Benefits						
3. Group Position Funding						
TOTAL PERSONNEL COSTS:						
OPERATING EXPENDITURES by summary object:						
Software System Upgrades and						
Enhancements	\$20,000				\$20,000	
2. Contract inflationary costs						
TOTAL OPERATING EXPENDITURES:	\$20,000				\$20,000	
CAPITAL OUTLAY by summary	. ,				. ,	
object:						
TOTAL CARITAL CUTT NV						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:						
LUMP SUM:						
GRAND TOTAL	\$20,000				20,000	

Description:

The Career Information System (CIS) was moved to the Board Office in FY19. At that time only the minimum required levels of funding were provided for the existing system. Like most computer/software systems CIS will require system upgrades and enhancements to stay current and remain a user friendly tool for our education partners. Additionally, the CIS contract will expire and need to be renegotiated at the start of FY20. Idaho's current contract is a legacy contract that has not taken into consideration inflationary cost nor the cost of development for Idaho specific enhancements that we may want to request for the system. The proposed budget request would cover \$20,000 of ongoing funding for the development of enhancements to the system each year that will keep it update and take advantage of emerging technology and functionality.

Questions:

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

The Career Information System can be a cost effective tool for school districts, our postsecondary institutions, and labor offices to use in the development of career and academic plans as well as providing access to valuable tools such as interest inventories, Idaho postsecondary educational opportunities, wage information, occupation requirements all through a single tool. In order to keep this tool up to date and relevant and to enhance, its usability as school district needs evolve. It will be necessary to identify system enhancements and updates on a regular basis that may not be covered by our base contract costs. Additionally, with the expiration of Idaho's legacy contract with CIS we will be moving to a contract model that includes inflationary increases into the contract. This is not an uncommon model for these types of services under multi-year contracts and are likely to be an issue regardless if Idaho stays with the current CIS vendor or contracts with a new vendor. The current base funding for CIS does not provide for software enhancements nor contract inflationary costs.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. No new positions
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. In FY19 we received three of the existing six FTE originally budget with the Department of Labor. This request will result in no additional human resource needs nor will we need to redirect staff.
 - List any additional operating funds and capital items needed.
 No additional operating funds or capital items outside of the funding will be needed.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
 - All funds requested are on-going funds.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
 - School districts and charter schools are the primary users of CIS. While we have a few postsecondary users at this time we expect postsecondary use will increase over the next two years, in part due to enhancements to the system. Current Idaho regional Labor Officers use CIS. All three groups will be served by enhancements and upgrades made to the system over time.

ATTACHMENT 52

AGENCY: Idaho Public Television Agency No.: 520 FY 2020 Request

FUNCTION: Idaho Public Television Function No.: 01 Page 1 of 3

Original Submission: X
ACTIVITY: N/A Activity No.: N/A Revision No.

A: Decision Unit No: 12.01	Title: Educa	tional Outreach		Priority Rank	ing 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	61400				61,400
2. Benefits	27,700				27,700
3. Group Positions					
TOTAL PERSONNEL COSTS:	89,100				89,100
OPERATING EXPENDITURES by summary object:					
1. Other Services	2,000				2,000
TOTAL OPERATING EXPENDITURES:	2,000				2,000
CAPITAL OUTLAY by summary object:					
Computer Equipment	3,000				3,000
TOTAL CAPITAL OUTLAY:	3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	94,100				94,100

Description:

Idaho Public Television proposes enhancing our educational outreach efforts with the addition of one new position and related expenses to supplement the one current position devoted to these activities, plus the PBS grant-funded educational specialist position. By making presentations to teachers, parents and caregivers about how best to utilize the more than 100,000 educational resources available from Idaho Public Television free to Idahoans, we hope to increase the use of these resources and the effectiveness of the learning process, thus improving standardized test scores in literacy and STEM subjects. Many educators and parents are not aware of these resources or how best to employ them for maximum effectiveness. This new position will coordinate efforts to travel the state informing the community about these resources and demonstrating best practices for their utilization both at home and in the classroom. This additional position will allow us to increase our effectiveness in northern and eastern Idaho where the current costs to serve these communities from Boise is prohibitive. While we provide high quality educational material for all ages, we plan to concentrate most of our efforts with preschool and elementary grades where the demonstrated impact is greatest. This position will also develop educational material to accompany Idaho Public Television's productions to make them more valuable to classroom teachers and students.

Questions:

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

One additional full-time education position is being requested to provide support for IdahoPTV and PBS educational tools such as Learning Media and other online resources to schools, libraries, families, daycares, after school networks and other educational institutions. The Project Coordinator position would serve as supervisor and coordinate the activities of both our existing Education Specialist and a PBS grantfunded Education Specialist position. This position would be able to produce educational components for local programs as well as bring educational offerings from CPB and PBS to Idaho communities. These offerings could include educational video segments, lesson plans based on state standards, teacher guides and websites and other digital learning materials. The educational positions would work closely with the Idaho State Department of Education, Office of the State Board of Education, Idaho Commission for Libraries, the STEM Action Committee, and other local educational organizations. The position would help augment the classroom curriculum by providing quality material to educators and learners.

The specialists would travel around the state to schools, libraries, and other educational sites to demonstrate Learning Media, Literacy in a Trunk, STEM in a Trunk and a whole host of educational components produced by PBS and CPB, the most trusted educational brands in America.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - See attached worksheet.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - In addition to existing Education Specialists, this line item would also receive limited support from existing communication, promotion and production positions. Design and printing of brochures and pamphlets, web and digital assets, as well as short video segments might be occasionally needed.
 - c. List any additional operating funds and capital items needed.
 - Operational funding includes costs of printing of materials, postage and shipping, and travel to schools, libraries, child care facilities, and others sites to make presentations at locations statewide. We anticipate acquiring two \$5,000 grants from private sources (dedicated funds) to supplement operational costs.
 - Capital items includes a portable computer and large, external monitor that will be used both in office and on location for demonstrations of online resources available to students, educators, and other community participants.
- 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.
 - Besides the ongoing funding for the new position, this request contains ongoing operational expenses for employee travel in each region of the state as well as educational meetings and conferences held by PBS and CPB. IdahoPTV has office

ATTACHMENT 52

- space in Moscow and Pocatello to accommodate personnel. One-time costs include the capital items described in 2(c) above.
- 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?

Educators, students, librarians and patrons from around the state will be served by these educational positions. PBS and CPB extend grants on a semi-regular basis that go along with the educational opportunities that exist with many programs produced for air and online. Educational outreach grants for history and science-based programming have been made available. More educational opportunities will be available in years to come. Currently, we are not able to take advantage of many of these grants because we do not have the personnel to accomplish the tasks. If not funded, we would not be able to enhance education as described herein.

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

12.01 Line Item - Educational Outreach

			Pay				Total	Other	O.T.	
Position	FTP	Class	Grade	Policy	Salary	Benefits	PC	OE	CO	Total
Educational Specialist	1.00		L	29.52	61,400	27,700	89,100	2,000	3,000	94,100
Totals	1.00				61,400	27,700	89,100	2,000	3,000	94,100

BAHR - SECTION II TAB 2 Page 4

ATTACHMENT 53

AGENCY: Idaho Public Television Agency No.: 520 FY 2020 Request

FUNCTION: Idaho Public Television Function No.: 01 Page 1 of 2

Original Submission: X

ACTIVITY: N/A Activity No.: N/A Revision No. _____

A: Decision Unit No: 12.02	Title: Digital	Title: Digital Media Technician		Priority Ranki	ng 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	43,500				43,500
2. Benefits	14,300				14,300
3. Group Positions					
TOTAL PERSONNEL COSTS:	57,800				57,800
OPERATING EXPENDITURES by summary object:					
1. Other Services	2,000				2,000
TOTAL OPERATING EXPENDITURES:	2,000				2,000
CAPITAL OUTLAY by summary object:					
Computer Equipment	5,000				5,000
TOTAL CAPITAL OUTLAY:	5,000				5,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	64,800				64,800

Description:

Idaho Public Television seeks a new technical position (pay grade K) to assist with the growing demand of Idahoans to view our programming on-line via a plethora of new devices and technologies.

For more than 50 years, Idaho Public Television's primary means of distributing its educational content has been via broadcast television. While that continues to be the dominant means of viewing, increasingly Idahoans also want us to make our programming available to them on all the new IP-based streaming platforms — be it live streams of our broadcast channels or video on demand. The number of new platforms and services in growing rapidly and each requires its own set of technical demands and metadata requirements.

The workload demands and specific technical skills and expertise needed has grown beyond what can be met by our existing staff. We see this area as only continuing to grow in the coming years.

This is especially important in order for us to continue to provide our award-winning educational content and services to Idahoan families with young children — who increasingly use our content on-line, via mobile devices and OTT (streaming services onto TV sets.)

Questions:

- 1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - a. This activity has grown to the point that existing staff can no longer meet demand from our viewers to have all our content delivered on all the new streaming platforms. Here to date, this work has been done by a combination of staff from IT, Engineering, Operations, the Director of Content Services, and the General Manager himself. We need one person who has both the technical skills and strategic knowledge of the "new media" environment to manage this activity.
- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
 - See attached worksheet.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
 - While the existing staff will continue to be involved in this activity, by hiring a new staff position with the specific skills necessary to manage this activity, the agency will be able to meet increased need, operate more efficiently, and be more successful in this endeavor.
 - c. List any additional operating funds and capital items needed.

 Additional operating expenditures for travel and expenses of \$2,000. High-end computer and peripheral equipment for new employee of \$5,000.
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
 - This is a new ongoing request from the General Fund. We do not anticipate any other funding source to meet this need.
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
 - This funding will allow us to reach Idahoans who increasingly consume our educational content (both locally produced and nationally acquired) on the myriad of digital streaming platforms, such as Apple TV, Roku, Smart TVs, Amazon, IdahoPTV On-Demand, IdahoPTV/PBS Kids Channel Live Stream, mobile apps, and live streaming of our broadcast channels via such services as YouTube TV, DirecTV GO and other emerging technologies. These viewers want to view our content, when and where they want. They tend to be younger and often have young children that Idaho Public Television is uniquely able to serve with high quality programming and on-line educational games that have a proven track record of improving educational outcomes. This is a growing area of our work that is critical to our continued success!

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

12.02 Line Item - FY 2020 Request Digital Media Technician

			Benefit		Benefits +	Total	Total	Total	
Priority	Title	FTP	Eligible	Salary	Emplr Costs	PC	OE	CO	Total
1	IT Info Systems Tech, Senior (Pay Grade K)	1.00	Υ	43,514	14,289	57,803	2,000	5,000	64,803
	Totals	1.00		43,500	14,300	57,800	2,000	5,000	64,800

Y = Benefit Eligible | E = Benefit Eligible, but Exempt from DHR Fees | N = Not Benefit Eligible

BAHR - SECTION II TAB 2 Page 3

AGENCY: Vocational Rehabilitation Agency No.: 523 FY 2020 Request

FUNCTION: CDHH Function No.: 06 Page ____ of __ Pages Original Submission X or

ACTIVITY: Activity No.: Revision No.

A: Decision Unit No: 12.01	Title: Interpreter Training Priority Rankir			ing 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by					
summary object:					
TOTAL OPERATING					
EXPENDITURES:					
CAPITAL OUTLAY by summary					
object:					
TOTAL CARITAL CUIT AV					
TOTAL CAPITAL OUTLAY:	фо. с с с				Ф0.000
T/B PAYMENTS:	\$8,000				\$8,000
LUMP SUM:	**				• • • • • •
GRAND TOTAL	\$8,000				\$8,000

Description:

To support Idaho Council for the Deaf and Hard of Hearing in par tnership with Idaho Registry of Interpreters for the Deaf (IDRID) in providing training opportunities for licensed interpreters to meet the continuing educ ation hours (CEH) requirem ent of 10 hours annually as set forth in the Idaho Speech and Hearing Services Practice Act, Chapter 29, Title 54.

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?
 - Interpreters in rural areas often find access to training opportunities and continuing education challenging. The availability of trainings is also far in between and limited

to once or twice a year in larger urban areas of the state. Continuing education is a requirement for the renewal of one's professional license. If interpreters do not meet the CEH criteria, their license will expire, will not be up for renewal and their names will be removed from the database of licensed interpreters. Periodic affordable continuing education opportunities will keep the list of licensed interpreters current with those who are actively interested in providing language services and ensuring their skills are updated. The increased availability of trainings will foster the reduction of interpreter shortages in some geographical areas. Expanding the trainings to different sites throughout the state would help to increase the interpreter pool by ensuring that the interpreters are complying with CEH requirement and would particularly benefit interpreters in remote areas. Currently, the costs of continuing education are being assumed by the professional. However, for court-certified and registered interpreters, continuing education is provided by the Administrative Office of the courts at a low cost or no cost to the interpreters-both spoken and sign language interpreters.

- 2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **NA**
 - **b.** Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. NA
- 3. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.
 - The budget request of \$8,000 is based on the annual expenditure of Idaho Registry of Interpreters for the Deaf (IDRID), a state non-profit professional interpreter organization. Annually, on average, for professional development, IDRID spends \$19,000 (for 5 workshops and one 3-day conference).
 - The additional \$8,000 would allow the organization to implement mini-workshops and other types of training in remote geographical locations by contracting presenters and implementing technologies that would increase accessibility to those trainings. Additionally, the budget request would allow the exploration of cost efficient and emerging technology for streaming workshops to rural participants.
- 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?
 - Individuals who are deaf or hard of hearing will ultimately benefit from this request by having qualified interpreters available when needed. The training budget would initially benefit individuals maintain their required continuing education hours, especially those in rural Idaho.

Objective:

- To provide continuing education hours and opportunities for those licensed interpreters to earn CEHs to satisfy the required hours as set forth in the Idaho code
- To develop a long-term training plan to provide increased opportunities for assisting interpreters in developing their knowledge and skills in the field of interpreting
- To reduce the gaps in the availability and accessibility of training opportunities in rural areas
- To provide training opportunities by implementing mini-workshops that are easily accessible in rural areas throughout the state
- To Identify and implement several delivery methods for the trainings (i.e. face-to-face, video-streaming, etc.)

To achieve specific learning outcomes from interpreter training, the contractor shall include the following but not limited to objectives:

- Increase knowledge and skill in the appropriate use of modality and language to meet the needs of the deaf and hard of hearing community
- Increase knowledge and ability to interpret on specialized topics such as medical, legal, etc.
- Increase ability to clearly convey all aspects of meaning and content
- Ethical conduct. Increase ability to remain impartial and to respect confidentiality

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

SUBJECT

Board Policy V.R. – Establishment of Fees – First Reading

REFERENCE

December 2014 Board approved second reading of amendments to

Policy V.R. authorizing summer bridge program and

online program fee.

December 2015 Board approved second reading of amendment to

Policy V.R. authorizing in-service teacher educator fees, online program fees and established independent

study fee.

February 2016 Board approved first reading of amendment to Policy

V.R. which removed professional licensure as a mandatory criterion for an academic professional program to be eligible for consideration for a

professional fee.

April 2016 Board approved second reading of amendment to

Policy V.R., removing professional licensure as a mandatory criterion for establishing a professional fee.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 2; Objective C: Access.

BACKGROUND/DISCUSSION

The Idaho Indian Education Committee (Committee) has identified cost as a barrier to Idaho American Indian students access to postsecondary education. With the goal of increasing access to postsecondary education for tribal members who meet specific eligibility requirements, the committee has requested the Board establish a fee in lieu of tuition, similar to other fees established by the Board.

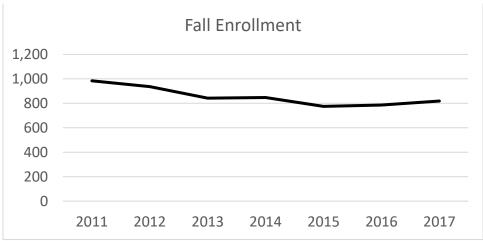
Committee members have emphasized that the median incomes of American Indian families in Idaho are below the averages for Idaho's population at large. According to the US Census Bureau, the median income for American Indian households is \$10,000 less than the median income for total Idaho households.

American Indian Households Total Idaho Households

Median Income Median Income \$35,000 to \$39,999 \$45,000 to \$49,999

Source: US Census Bureau

Since 2011, American Indian students attending an Idaho public institution has decreased 17 percent.



Source: Integrated Postsecondary Education Data System

The Committee proposes the fee as a means to reverse the trend of American Indian students being "priced out" of postsecondary education. The proposal for undergraduate and graduate students to pay \$60 per credit is an effort to make postsecondary education more affordable for this population. In order to receive the benefit, the Committee recommends students:

- Be an enrolled member of one of Idaho's five federally recognized American Indian tribes that maintains a reservation in Idaho: Coeur d'Alene Tribe, Kootenai Tribe, Nez Perce Tribe, Shoshone-Bannock Tribes, and Shoshone-Paiute Tribes.
- Provide verification of tribal enrollment, such as a Tribal Enrollment Card, from the appropriate tribe.
- Apply for the Free Application for Federal Student Aid (FAFSA) by March 1 for each academic year the proposed fee is requested.
- Maintain satisfactory academic progress according to institutional requirements.
- Be degree-seeking.

The Committee has requested that the Board consider amending Board policy to establish the fee in time for implementation for the Fall 2018 semester (FY2019), and that the Board should encourage the community colleges to adopt similar strategies for their students in an effort to promote postsecondary attendance and completion.

IMPACT

Attachment 2 includes a financial analysis of the potential tuition revenue losses that might take place, based on the Committee's estimate of the number of American Indian students at the institutions who would be eligible for the fee under the Committee-proposed criteria. The Committee estimate is based on 177 eligible students at the four-year institutions, for an estimated tuition revenue loss of approximately \$600,000.

ATTACHMENTS

Attachment 1 – Section V.R. – First Reading

Attachment 2 – Committee proposal and rationale

STAFF COMMENTS AND RECOMMENDATIONS

American Indian students attend postsecondary institutions and complete postsecondary education at lower rates than the state average. Through lowering the fee for American Indian students, it is anticipated that enrollments will increase. The magnitude of the increase is difficult to estimate as this would be a unique policy action and so comparative data are not available.

Based on the information that the Committee provided to Board staff, the proposal would result in approximately \$600,000 of forgone tuition revenue, if enrollments were held constant. This does not take into consideration revenue generated by increased enrollments, as the fee is less than the cost of providing instruction. If the proposal is successful in attracting more American Indian students into postsecondary education, that number could be higher.

The Committee notes the amount of out-of-state tuition waivers and other fees that are issued by the institutions as precedent for the proposal. The amount of foregone revenue through this proposal is estimated to be approximately 5% of the \$12.8 million in waivers and reduced fees by the institutions according to the 2017-2018 Tuition Waiver report. The proposal represents additional loss of revenue, for which the institutions have not yet budgeted.

The proposal was discussed at the Business Affairs and Human Resources (BAHR) Committee meeting on June 8, 2018. Institutions voiced their support of the proposal, but also noted the potential fiscal impact on institution budgets. BAHR discussed the possibility of seeking a system-wide appropriation to offset the estimated foregone revenue. Requesting line item funding for this group of students would offset the budgetary impact.

Members of the Committee will present their proposal and be available to answer Board members' questions on the proposed policy amendment.

Staff recommends the Board seek an appropriation to offset the loss of revenue that would result from approval of this proposal should the proposed policy amendment be approved.

BOARD ACTION

• •	t reading of proposed amendmees, as presented in Attachme	•	y Section
Moved by	Seconded by	_ Carried Yes	_No
OR			
V.R.3,.a. establishing a contingent on state app University to pilot the new	t reading of proposed amendmew fee effective for the 2 ropriations to offset the cost vifee during the 2018-2019 school item request for funds to of	019-2020 acader ; to authorize Ida nool year; and to d	nic year, tho State
Moved by	Seconded by	Carried Yes	No

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: R. Establishment of Fees April 2016 August 2018

1. Board Policy on Student Tuition and Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: R. Establishment of Fees April 2016August 2018

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities under the governance of the Board (the community colleges are included only as specified).

General and Career Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited in the unrestricted fund.

 Tuition – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College

Tuition is the amount charged for any and all educational costs at University of Idaho, Boise State University, Idaho State University, and Lewis-Clark State College. Tuition includes, but is not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

ii. Career Technical Education Fee

Career Technical Education fee is defined as the fee charged for educational costs for students enrolled in Career Technical Education pre-employment, preparatory programs.

iii. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

iv. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

v. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of tuition, facility fee, technology fee and activity fee.

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: R. Establishment of Fees April 2016August 2018

vi. Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution. Employees, spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Career Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

vii. Senior Citizen Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution.

viii. In-Service Teacher Education Fee

This fee shall be applicable only to teacher education courses offered as teacher professional development. This fee is not intended for courses which count toward an institution's degree programs. Courses must be approved by the appropriate academic unit(s) at the institution. For purposes of this special fee only, "teacher" means any certificated staff (i.e. pupil services, instructional and administrative).

- a) The fee shall not exceed one-third of the part-time undergraduate credit hour fee or one-third of the graduate credit hour fee for Idaho teachers employed at an Idaho elementary or secondary school; and
- b) The credit-granting institution may set a course fee up to the regular undergraduate or graduate credit hour fee for non-Idaho teachers, for teachers who are not employed at an Idaho elementary or secondary school, or in cases where the credit-granting institution bears all or part of the costs of delivering the course.

ix. Transcription Fee

A fee may be charged for processing and transcripting credits. The fee shall be \$10.00 per credit for academic year 2014-15 only, and set annually by the Board thereafter. This fee may be charged to students enrolled in a qualified Workforce Training course where the student elects to receive credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. This fee may also be charged for transcripting demonstrable technical competencies.

SECTION: V. FINANCIAL AFFAIRS SUBSECTION: R. Establishment of Fees

JBSECTION: R. Establishment of Fees

April 2016August 2018

x. Online Program Fee

- a) An online program fee may be charged for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities (e.g. campus-supported learning management system, videoconferencing, etc.); provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.
- b) Nothing in this policy shall preclude pricing online programs at a market competitive rate which may be less or more than the current resident or non-resident per credit hour rates.

xi. American Indian Student Fee

Enrolled members of the following five Idaho tribes, which maintain reservations in Idaho, are eligible for a fee of \$60 per credit hour, in lieu of tuition: Coeur d'Alene Tribe, Kootenai Tribe, Nez Perce Tribe, Shoshone-Bannock Tribes, and Shoshone-Paiute Tribes. The \$60 per credit hour fee will be applicable to degree-seeking students for any academic or technical undergraduate or graduate program. Special course fees and institutional local fees may also be charged. Eligible students must provide proof of enrollment in an eligible tribe, and must apply for the Free Application for Federal Student Aid (FAFSA) by March 1 for each academic year in which the fee is requested. Institutions may set the criteria for satisfactory academic progress to maintain eligibility for the fee.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: R. Establishment of Fees April 2016August 2018

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations directly related to services for student use and benefit (e.g., internet and web access, general computer facilities, electronic or online testing, and online media).

iv. Professional Fees

To designate a professional fee for a Board approved academic program, *all* of the following criteria must be met:

- a) Credential or Licensure Requirement:
 - 1) A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing may be required. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master's, specialist or doctoral degree as defined in policy III.E.1.;
 - 2) The program leads to a degree which provides at least the minimum capabilities required for entry to the practice of a profession.
- b) Accreditation Requirement: The program:
 - 1) is accredited,
 - 2) is actively seeking accreditation if a new program, or
 - 3) will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.

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- c) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver nonprofessional programs at the institution. A reduction in appropriated funding in support of an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.
- d) The program may include support from appropriated funds.
- e) The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.
- f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.
- g) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.

v. Self-Support Academic Program Fees

- a) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master's, specialist or doctoral degree. To bring a Self-support program fee to the Board for approval, the following criteria must be met:
 - An institution shall follow the program approval guidelines set forth in policy III.G.
 - The Self-support program shall be a defined set of specific courses that once successfully completed result in the awarding of an academic certificate or degree.
 - 3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
 - 4) No appropriated funds may be used in support of Self-support programs. Self-support program fee revenue shall cover all direct costs of the

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program. In addition, Self-support program fee revenue shall cover all indirect costs of the program within two years of program start-up.

- 5) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.
- b) If a Self-support program fee is requested for a new program, an institution may fund program start-up costs with appropriated or local funds, but all such funding shall be repaid to the institution from program revenue within a period not to exceed three years from program start-up.
- c) Once a Self-support program fee is initially approved by the Board, any subsequent increase in a Self-support program fee shall require prior approval by the Board.
- d) Institutions shall review Self-support academic programs every three (3) years to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.
- e) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

viii. New Student Orientation Fee

This fee is defined as a mandatory fee charged to all first-time, full-time students who are registered and enrolled at an institution. The fee may only be used for costs of on-campus orientation programs such as materials, housing, food and student leader stipends, not otherwise covered in Board-approved tuition and fees.

ix. Dual Credit Fee

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High school students who enroll in one or more dual credit courses delivered by high schools (including Idaho Digital Learning Academy), either face-to-face or online, are eligible to pay a reduced cost per credit which is approved at the Board's annual tuition and fee setting meeting. The term "dual credit" as used in this section is defined in Board Policy III.Y.

x. Summer Bridge Program Fee

This fee is defined as a fee charged to students recently graduated from high school, who are admitted into a summer bridge program at an institution the summer immediately following graduation from high school, and who will be enrolling in pre-determined college-level courses at the same institution the fall semester of the same year for the express purpose of acquiring knowledge and skills necessary to be successful in college. The bridge program fee shall be \$65 per credit for academic year 2014-15 only, and set annually by the Board thereafter.

xi. Independent Study in Idaho

A fee may be charged for courses offered through the Independent Study in Idaho (ISI) cooperative program. Complete degree programs shall not be offered through the ISI. Credits earned upon course completion shall transfer to any Idaho public college or university. The ISI program shall receive no appropriated or institutional funding, and shall operate alone on revenue generated through ISI student registration fees.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

The following local fees and charges are charged to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts or the unrestricted fund and shall only be expended for the purposes for which they were collected. All local fees or changes to such local fees are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these local fees to the Board upon request.

i. Continuing Education

Continuing education fee is defined as the additional fee to continuing education students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

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This fee may be charged to full-time students with excessive course loads as determined by each institution. Revenue from this fee is deposited in the unrestricted fund.

iii. Special Course Fees

A special course fee is an additive fee on top of the standard per credit hour fee which may be charged to students enrolled in a specific course for materials and/or activities required for that course. Special course fees, or changes to such fees, are established and become effective in the amount and at the time specified by the chief executive officer or provost, and must be prominently posted so as to be readily accessible and transparent to students, along with other required course cost information. These fees shall be reported to the Board upon request.

- a) Special course fees shall be directly related to academic programming. Likewise, special course fees for career technical courses shall be directly related to the skill or trade being taught.
- b) Special course fees may only be charged to cover the direct costs of the additional and necessary expenses that are unique to the course. This includes the costs for lab materials and supplies, specialized software, cost for distance and/or online delivery, and personnel costs for a lab manager. A special course fee shall not subsidize other courses, programs or institution operations.
- c) A special course fee shall not be used to pay a cost for which the institution would ordinarily budget including faculty, administrative support and supplies.
- d) Special course fees shall be separately accounted for and shall not be commingled with other funds; provided however, multiple course fees supporting a common special cost (e.g. language lab, science lab equipment, computer equipment/software, etc.) may be combined. The institution is responsible for managing these fees to ensure appropriate use (i.e. directly attributable to the associated courses) and that reserve balances are justified to ensure that fees charged are not excessive.
- e) The institution shall maintain a system of procedures and controls providing reasonable assurance that special course fees are properly approved and used in accordance with this policy, including an annual rolling review of one-third of the fees over a 3-year cycle.

iv. Processing Fees, Permits and Fines

 a) Processing fees may be charged for the provision of academic products or services to students (e.g. undergraduate application fee, graduate

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application fee, program application fee, graduation/diploma fee, and transcripts). Fees for permits (e.g. parking permit) may also be charged.

b) Fines may be charged for the infraction of an institution policy (e.g., late fee, late drop, library fine, parking fine, lost card, returned check, or stop payment).

All processing fees, permit fees and fines are established and become effective in the amount and at the time specified by the chief executive officer, and shall be reported to the Board upon request.

Proposed Fee for American Indian Students

Proposal:

The Idaho Indian Education Committee (IIEC) proposes to the State Board of Education to establish in Board Policy V.R. an American Indian Fee. Whereby, members of Idaho's five federally recognized American Indian Tribes will pay a \$60 per credit fee, in lieu of current tuition, that will be applicable to all technical, academic undergraduate, and graduate programs, effective for all academic terms beginning Fall 2018. The proposed fee shall not supplant any previously established scholarships and/or tuition and fee waivers currently in place at any institution with any Idaho tribe. All special course fees and institutional local fees as approved by the Board such as technology, activity fee, facilities, online, and professional fees will be applied per usual institutional policies.

To be eligible, the student must:

- be an enrolled member of one of Idaho's five federally recognized American Indian tribes that maintains a reservation in Idaho: Coeur d'Alene Tribe, Kootenai Tribe, Nez Perce Tribe, Shoshone-Bannock Tribes, and Shoshone-Paiute Tribes.
- provide verification of tribal enrollment, such as a Tribal Enrollment Card, from the appropriate tribe.
- apply for the Free Application for Federal Student Aid (FAFSA) by March 1 for each academic year the proposed fee is requested.
- maintain satisfactory academic progress according to institutional requirements.
- be degree-seeking.

This tuition fee initiative was discussed at the April 18, 2018 Joint Financial Vice Presidents and Provosts meeting.

Background:

1. Understanding Unique Tribal Sovereign Status vs. Minority Status

Enrolled tribal members of federally recognized tribes have a unique political status that is distinctive from minority populations. Minority groups are generally defined by those who are not considered a member of a dominant or majority group, and can be subject to disparities based on a variety of factors (gender, religion, race, ethnicity, class, etc.). Due to the political status of American Indian tribes, minority status is not an appropriate identification for tribes. The five federally recognized Idaho tribes are tribal governments who exercise sovereignty, who have the power and authority to govern over their own affairs, determine their own destiny, establish and enforce their own laws, and regulate activity on their own lands. It is the power to self-govern.

As a sovereign entity, each Idaho tribe has promulgated tribal laws and regulations to determine tribal membership. Tribal members have three layers of citizenship, first as a tribal citizen; second, as a citizen of the United States; and third, as a citizen of the state of Idaho. Often tribal members are not recognized as Idaho citizens due to varying degrees of understanding of tribal enrollment and reservation based residency. Idaho's educational leadership has a mission of providing an education for all Idaho citizens. The governing board for public education is tasked with providing educational reform to remove barriers of access and affordability. This proposal promotes and supports equal access and affordability to postsecondary education opportunities for Idaho's tribal citizens in a manner that is based on federal and state responsibilities. Education is considered the equalizer to economic sufficiency and society mobility; therefore, it is of utmost importance for the Tribes to have trained professionals who are vested in their civic responsibilities, and will contribute to the tribal, local, regional, and state communities.

2. Federal and State Responsibilities

Originally, the federal government held the responsibility to provide education to American Indian students, as affirmed by treaties, statutes, and federal policies. Early educational efforts forced Indian students to off reservation resident boarding schools and later to local day schools. The twentieth-century broadened educational responsibility for Indian education to also include the State of Idaho.

In 1946, Idaho reorganized the state's school districts, and included Indian reservations within the new district boundaries. In 1949, the State and the U.S. government entered into an agreement to provide education for Indian students without input from the tribes (Exhibit A). Federal funding, via Impact Aid and Johnson O'Malley, provided funding to meet the unique educational needs of Indian students and tried to incorporate tribal participation into Indian education. In the 1950s, more tribal students began enrolling in state colleges, and the need for higher education was facilitated by the 1975 Indian Self-Determination and Education Assistance Acts. According to the American Council on Education, while the American Indian population grew 39% from 2000 to 2010, enrollment in postsecondary education remained static. American Indians do not access higher education at the same rates as their non-Native peers.

3. State Models of Institution Waiver Programs

This is not an exhaustive list of all states that provide tuition assistance.

In-State Tuition Waivers (targeted to federally recognized tribes)

- Montana University System offers tuition waiver for MT AI residents from federally recognized tribes within the state
- Maine (UofMaine) provides tuition waiver and scholarship that covers room and board for members of historical tribes of Maine area OR resident of Maine from any federally recognized or Canadian tribe
- Massachusetts tuition waiver for historical Massachusetts area tribes who are Massachusetts residents
- Michigan tuition waiver for residents of Michigan enrolled in a Michigan tribe
- Minnesota (UofMN Morris) waivers for enrolled member in a federally recognized tribe
- North Dakota provides tuition waivers for tribally enrolled AI students from any state

Out-of-state Tuition Waivers (targeted to all federally recognized tribes)

- California in-state tuition for AI students who graduate from a BIA high school
- Iowa in state tuition for AI students with specifications to original origins of people of North America
- Oklahoma in-state tuition for tribal enrollees
- Utah & Washington in-state tuition for AI students who's tribes are from the state or neighboring states

4. American Indian Student Enrollment and Impact

Each of Idaho's public institutions are required to report race/ethnicity data to the Integrated Postsecondary Education Data System (IPEDS) according to their designated categories. The data from Spring 2018 below are total numbers and include all persons who self-identify¹ as American Indian/Alaskan Native as a first race, as well as in the category of two or more races. Some institutions are also tracking tribal affiliation. These numbers make up self-identified American Indian, resident and non-resident students.

¹ Self-identification does not necessarily correspond with official membership in a federally recognized tribe. A member of an Indian tribe is one who is officially recognized as such through the appropriate tribal criteria for enrollment.

Institution	Total
Boise State University	413
Idaho State University	339
University of Idaho	343
Lewis-Clark State College	200
College of Eastern Idaho	13
College of Southern Idaho	61
College of Western Idaho	74
North Idaho College	205

These data from fall 2017 were provided by the five Tribal Education Departments and represent the number of tribally enrolled students for whom they are providing support and the institutions they are attending in Idaho. The only exception is the Kootenai Tribe, whose numbers only represent a projected number of 2018 high school graduating seniors. This number does not indicate future enrollment in any of Idaho's public post-secondary institutions. The numbers below are likely a more accurate report of tribally enrolled students that attend Idaho's eight higher education institutions represent than those provided by the institutions.

	BSU	ISU	UI	CEI	CSI	CWI	LCSC	NIC	Total
Coeur d' Alene		1	6				5	27	39
Kootenai									6 (based on projected 2018 H.S. graduates
Nez Perce	2		14		1		27		44
Shoshone- Bannock	5	68	7		3				83
Shoshone- Paiute			2		2	1			5
TOTAL	7	69	29		6	1	32	27	177

Financial Impact

Current Tuition & Fees

	BSU	ISU	LCSC	UI
FY19 Tuition (unrestricted)	\$5,258.80	\$5,645.00	\$5,502.00	\$5,778.44
Technology Fee	\$244.60	\$166.80	\$130.00	\$165.40
Facilities Fee	\$1,359.60	\$510.00	\$155.00	\$791.62
Student Activity Fee	\$831.00	\$1,098.20	\$831.00	\$1,128.54
Total	\$7,694.00	\$7,420.00	\$6,618.00	\$7,864.00

Proposed Tuition & Fees (As of Fall 2018)

	BSU	ISU	LCSC	UI
Proposed Fee \$60 per credit	\$1440.00	\$1440.00	\$1440.00	\$1440.00
(@full-time)				
Combined Fees Above	\$2,441.20	\$1,775.00	\$1,116.00	\$2,085.56
Total	\$3,881.20	\$3,215.00	\$2,556.00	\$3,525.56

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impact of Changes				
	BSU	ISU	LCSC	UI

Current Tuition Revenue	\$36,811.60	\$389,505.00	\$176,064.00	\$188,407.00
Proposed Tuition Revenue	\$10,080.00	\$99,360.00	\$46,080.00	\$36,720.00
Tuition Revenue Loss	\$26,731.60	\$290,145.00	\$129,984.00	\$151,687.00
Total Other Waivers Awarded	\$4,697,869.00	\$3,433,274.00	\$450,341.00	\$4,298,572.00
by Institutions in FY2017				

5. The Five Federally Recognized Tribes of Idaho

Since the formation of the Idaho Indian Education Committee (IIEC), the Coeur d'Alene, Nez Perce, Kootenai, Shoshone-Bannock and Shoshone-Paiute have represented the five Tribes of Idaho. These Tribes have reservations within Idaho as established by Treaty or Executive Order. The work of the IIEC has been focused on Idaho American Indian students. As this fee proposal is specific to our Idaho institutions of higher Education, and the active involvement and participation with the Tribes on the committee, we are only recognizing and selecting these Tribes as eligible for the proposed fee amount. Further, Tribes are cognizant of the financial impact of extending this beyond Idaho's five tribes, and we are seeking to minimize the financial impact to the institutions.

6. Rationale for the proposed fee

According to the US Census Bureau American Community Survey, the per capita income of an American Indian and Alaskan Native was \$18,961 in 2016 (most recent data available). According to the State Board of Education April Board Meeting Work Session Materials, the per capita income in Idaho in 2016 was approximately \$39,000. The same SBOE document shows that the cost of attending an Idaho public, 4-year college or university was \$19,000 in 2016. This shows that American Indians in Idaho are at a distinct financial disadvantage to the affordability, and consequent access and opportunity, to higher education.

Based on the above information the IIEC has determined the most affordable amount per credit hour is \$60 for degree seeking students. For a full-time student taking 12 credits, this would equate to \$720 (plus fees) per semester. The proposed fee amount is based on the Board's employee fee model. The employee fee is set by each institution and approved by the Board, currently all institutions' set fee is \$5 per credit.

7. Alignment of Strategic Plans

There are many factors associated with the issue of parity in equal access to a quality and meaningful education. One of those factors is the combination of one state scholarship, the Opportunity Scholarship that occurred in 2013. The IIEC considers this consolidation of scholarships has contributed to the impediment of American Indian students accessing affordable postsecondary education. However, currently the Board office does not track verifiable, tribally enrolled American Indian students from Idaho's Tribes receiving the Opportunity Scholarship, which the IIEC believes will provide a more accurate picture.

In 2011-2012 there were 35 Minority at Risk and 77 Grown Your Own scholarships awarded at Idaho institutions (**Exhibit B**). In FY12, the Minority at Risk state funding was \$105,000 and increased to \$210,000 in FY13. For the Grown Your Own scholarship, the state funding in FY12 the funding was \$364,000 and increased to \$420,000 in FY13. These two scholarships were targeted primarily for American Indian and Hispanic students. The loss of these scholarships has contributed to the impediment of American Indian students accessing affordable postsecondary education in Idaho.

The fee proposal aligns with the State Board of Education Strategic Plan Goal 2, Educational attainment, Objectives A, B, and C. Increasing access to postsecondary education will elevate the possibilities for American Indian students to pursue a higher level of educational attainment. The amount of certificates and degrees throughout Idaho's educational system and timely degree completion will also advance these goals, which will help close the achievement

and opportunity gaps across the K-20 public education continuum. State provisions for greater educational access and workforce readiness (Goal 3, Objective A), supports student preparedness for college and career.

The fee proposal is also congruent with the Governor's Higher Education Taskforce recommendations to improve access and affordability for diverse student populations throughout the state. The proposal aligns with the Board's 60 % goal and the recommendations from the Workforce Development Task Force to improve certificate and degree completion for those in the 25-34 age range and to increase go-on rates for high school graduates.

The fee proposal is further supported by the State Department of Education's mission to ensure all Idaho students persevere in life. This includes stimulating societal mobility for our American Indian student population through education.

Additionally, the proposed \$60 per credit fee aligns with the Idaho Indian Education Strategic Plan Goal 1, Objectives A and B, that endorses educational opportunities on an equitable basis and advocates for resources to promote and increase educational attainment among American Indian students. The fee proposal correspondingly supports Goal 2, of the strategic plan, which provides that Idaho K-20 educational institutions will provide all educators with Indigenous scholarship to recognize the distinct, unique knowledge and heritage of Idaho's American Indians. Additional administrative structural challenges in schools located near or on reservations also influence deficiencies of educational opportunities. Inexperienced or unqualified teaching staff hinder high quality instruction, the costs of technology restricts webbased course opportunities, and the lack of culturally responsive pedagogy results in instructional incoherence and low academic performance. Due to these significant and ineffective elements that inhibit adequate academic preparation, American Indian students cannot receive just and equal opportunities to affordability through the Opportunity Scholarship or Advanced Opportunities. Equal access to post-secondary education is not authentic or tenable for American Indian students if policies, programs, and services do not address these issues that will allow for more equitable access.

BOISE STATE UNIVERSITY

SUBJECT

Approval for Planning and Design of Baseball Field

REFERENCE

April 2018 Idaho State Board of Education (Board) approved

Boise State University Campus Master Plan Update

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 2: Educational Attainment, Objective C: Access

BACKGROUND/DISCUSSION

Boise State University (BSU) seeks Board approval for the planning and design of a new baseball field to be located in the southeast portion of campus.

BSU recently added men's baseball to its athletics programs; the team will begin competitive play in February 2020. A site for a new on-campus baseball field and associated facilities has been proposed in the southeast portion of campus, north of Beacon Avenue between Denver and Euclid Avenue. The BSU Master Plan was updated in April of 2018 to include the proposed location for the baseball field along with associated adjustments to parking, roadways and circulation in the southeast portion of the campus.

The initial plans include construction of an NCAA regulation baseball field with an artificial turf outfield, team dugouts, spectator bleacher seating with press box, restrooms, perimeter fencing/wall and netting, and some on-site parking. Future plans for the facility may include the construction of expanded grandstand-style seating with attached visiting and home team locker rooms and coaches' offices, an indoor hitting facility, covered bullpens, concessions stands and additional parking facilities.

Current concept level estimates for the initial phase range from \$8 million to \$10 million depending on final scoping and design development details. BSU intends to convey two parcels of land in the Lusk District of Boise to a developer plus approximately \$3.5 million in cash in exchange for development of the field and associated spaces. As currently envisioned, construction of the complex will require the closure and removal of a portion of Grant Avenue and two alleyways. In addition, the facility will extend north into Belmont Avenue and will require either closure/removal or relocation of the street.

The cost of initial design services for this project is estimated not to exceed \$500,000; the source of funds is institutional reserves.

IMPACT

An off-campus option was initially considered; however, this arrangement would have committed BSU to a costly, long-term lease agreement that would leave BSU without any ownership interest in the field. If an on-campus baseball field is not constructed, the team will need to lease field space for games and practices and/or enter into long-term use agreements with local high schools or other organizations. These arrangements would likely result in scheduling challenges and conflicts because these groups practice and conduct games during the same season as BSU.

BSU will return to the Board for project approval once the design phase is complete.

ATTACHMENTS

Attachment 1 – Project Budget Attachment 2 – Capital Project Tracking Sheet

STAFF COMMENTS AND RECOMMENDATIONS

BSU's request for the design phase of the proposed baseball field project conforms to the requirements for major capital projects established in Board Policy V.K. Following successful completion of the design phase, BSU will need to return to the Board for approval of the financing plan for the project (the total cost of which is estimated at eight to ten million dollars) and to obtain approval to proceed into construction. Board approval may also be needed if/when real property is acquired or disposed of as part of the baseball complex project.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to proceed with planning and design of a new baseball field for a total cost not to exceed \$500,000.

Moved by	Seconded by	Carried Yes	No

ATTACHMENT 1 - PROJECT BUDGET

Project Number:	DPW TBD
Project Title:	South Campus Development - New Baseball Complex - Planning
Date:	Apr-18

Category	Budget
Architectural Fees	\$ 371,50
Construction Costs	
Testing, Inspections and Misc.	\$ 40,50
Construction Contingency	
	Subtotal \$412,00
University Costs	\$ 63,0
Project Contingency	\$ 25,0
Total P	lanning Budget \$ 500,0

Office of the Idaho State Board of Education Capital Project Tracking Sheet

Jun-18

History Narrative

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BAHR - SECTION II TAB 4 Page 1

BOISE STATE UNIVERSITY

SUBJECT

Revisions and Additions to 2018-19 Online Program Fees

REFERENCE

April 2018 Idaho State Board of Education (Board) approved

Boise State University 2018-19 Student Tuition and

Fee Rates

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.

ALIGNMENT WITH STRATEGIC PLAN

Goal 2: Educational Attainment, Objective A: Higher Level of Educational Attainment and Goal 3: Workforce Readiness, Objective A: Workforce Alignment

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes decreases to four online program fees approved at the April 18-19 Board meeting. In addition, BSU proposes new online program fees utilizing a subscription based pricing model as part of a pilot project entitled Passport to Education. If approved, these fee changes will take effect for the fall 2018 semester.

Proposed Decrease in Online Program Fees:

Online Program	FY19 fee approved on 4/18/18	Requested FY19 fee
B.A., Multi-disciplinary Studies	\$380.00	\$350.00
Bachelor of Applied Science	\$380.00	\$350.00
B.B.A. Management	\$380.00	\$350.00
Bachelor of Public Health	\$380.00	\$350.00

The proposed changes will set pricing for these programs at the same rate as BSU's regular part-time credit hour rate for FY19.

Passport to Education Pilot Program:

BSU's Passport to Education is a pilot program designed with two objectives in mind:

1. Experiment with a lower-priced, subscription-based online fee model to assess its effectiveness in bringing new Idaho students to BSU that otherwise would not attend postsecondary education as well as to assess the financial sustainability of such a pricing model.

2. Explore an alternative online program cost model and assess its effectiveness in lowering costs and improving student success.

The Passport to Education will be launched through an exclusive partnership with Cap Ed Credit Union and be made available to all 75,000 of its members. With Passport to Education, participants will be able to earn a college degree online from BSU for 5-50% less than other national providers. Certificate programs will also be available through the program.

Working with a dedicated "concierge" academic coach, students will pick one of two enrollment options: the 'Passport 9' or 'Passport 6' pathway.

The Passport 9 Track is for individuals wanting to earn a degree as fast as possible; learners can take up to 9 credit hours per semester which translates into earning an online undergraduate degree in 4.5 years (shorter if transferring prior credits).

The Passport 6 Track is for individuals wanting a greater work/learn/life balance; learners can take up to 6 credit hours per semester which can translate into earning an online undergraduate degree in 6.7 years (shorter if transferring prior credits)

Passport students will be charged a monthly subscription fee rather than receiving a tuition bill at the start of each semester. The subscription will remain fixed for as long as the student maintains payments and stays enrolled in the program. Students may switch between Passport options. Stops and restarts to the payments will result in the student being charged the subscription rates and/or fees in effect at the time of the restart. Rates are valid for seven years. After seven years, if the student wished to continue in the program, their new subscription rate will be set to the most current subscription rate in effect. Passport students may withdraw from payments at the completion of the term they are currently enrolled in with 30 days' written notice required.

In order for a Cap Ed Member to participate, they must meet all entrance and eligibility requirements for BSU and the academic courses or programs they wish to pursue. Admission to BSU and/or the academic program is not guaranteed. Passport students will be held to all academic, performance, and behavioral standards, student code of conduct, etc., required of BSU and participating academic departments. Regional and special program accreditation requirements apply. Passport students will be held to the same add/drop/withdraw policies as regular BSU students.

Pricing Comparisons for Bachelor's Degree					
	Online or In-Person	Monthly Fee	Total Cost		
Passport 9 Track (up to 9 credits per semester)	Online	\$550.00	\$ 29,700 (~\$247.50 per credit hour)		
Passport 6 Track (up to 6 credits per semester)	Online	\$425.00	\$ 34,000 (~\$283.33 per credit hour)		
BSU (Idaho Resident)	Online or Part-time		\$ 42,000 (~\$350.00 per credit hour)		
BSU (Idaho Resident)	Full-Time		\$ 30,776 (~\$256.47 per credit hour)		
Penn State World Campus	Online		\$ 65,040 (~\$542.090 per credit hour)		
ASU Online (Arizona State)	Online		\$ 58,800 (~\$483.33 per credit hour)		
Southern New Hampshire Un.	Online		\$ 38,400 (~\$320.00 per credit hour)		
University of Phoenix	Online		\$ 38,000 (~\$316.67 per credit hour)		
Western Governor's University	Online		\$ 34,000 (~\$283.33 per credit hour)		

The pricing estimates and comparisons listed above are based on the most current tuition and fees published for each institution. Comparison excludes any financial aid, scholarships, and future tuition and fee increases. Total cost assumes students complete the program on schedule based on the pricing model illustrated. Per credit hours cost assumes a 120 student credit hours required for a degree program.

All programs initially offered through the Passport to Education program are existing online programs. Some of these existing programs are available to student's paying BSU's regular tuition and fees whereas other of these existing programs are available to student's paying online program fees. State Board of Education approval will be sought before any new degree or certificate programs are added to the Passport to Education program.

The following degrees and certificates will initially be made available to Passport to Education students:

Existing Online Programs to be Offered
B.A., Multi-disciplinary Studies
Bachelor of Applied Science
Business Bridge to Career Certificate
Applied Leadership Certificate
Design Ethnography Certificate
Business Bridge to Career Minor

The pricing and cost model is based on several assumptions.

- The pricing model assumes the partnership with CapEd Credit Union will
 mitigate the need for BSU to expend funds to recruit Passport to
 Education students and assumes these new students would not otherwise
 have attended BSU.
- 2. The cost model assumes that the average student credit hours enrolled will be less than the maximum number of student credit hours allowable each semester for each tier that students enroll in.
- 3. The cost model assumes that sufficient students enroll and that programs will achieve savings as they scale to large numbers.
- 4. The pricing model assumes that the simplicity and convenience of fixed monthly pricing will attract students that otherwise would not have attended BSU.

IMPACT

The Passport to Education program provides a low-cost option for working Idaho students to earn a degree while supporting progress towards Idaho's 60% goal. This pilot program will allow BSU to model new ways to drive down the cost of online education and test assumptions that have been built into the pricing model.

The Passport to Education program projects the following enrollments:

	2018-19
Passport 6	50
Passport 9	25

STAFF COMMENTS AND RECOMMENDATIONS

BSU had not finalized its proposal to reduce the online program fees for the four programs listed above (Baccalaureate degrees in Multi-Disciplinary Studies, Applied Science, Management, and Public Health) in time for these lowered fees to be included for consideration at the April tuition and fee setting session. Staff believes the logic for reducing the costs of these programs to the part-time credit hour rate for FY2019 is sound and that this may improve access to these programs.

The proposed "Passport to Education" pilot program, in partnership with industry, is an innovative model which has the potential to increase access to new cohorts of working students. The Board may wish to invite BSU to provide periodic reports on the success of this initiative to determine if the approach merits expansion to other BSU programs and other institutions.

Staff recommends approval of the proposed online fee reductions as well as the request to pursue the pricing model associated with the proposed "Passport to Education" pilot project.

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I move	to appro	ove the	proposed	online	prograr	n fee	reductio	ns a	nd the pro	pos	sec
pricing	model f	or the '	'Passport	to Edu	ıcation"	pilot	program	as	described	in	the
attache	d FY 20	19 Bois	e State U	niversit	ty revise	d fee	schedul	e.			

Moved by	Seconded by	/ Carried Yes	No	
IVIOVED DY	Seconded by	Carried res	110	

BOISE STATE UNIVERSITY

SUBJECT

Amendment to Multi-Media and Marketing Rights Agreement for Boise State University (BSU) Athletics

REFERENCE

October 2009 Idaho State Board of Education (Board) approved

multimedia and sports marketing agreement with

Learfield Sports Marketing (Learfield)

December 2009 Board approved changes to the Learfield multimedia

and sports marketing agreement

August 2014 Board approved changes to the Learfield multimedia

and sports marketing agreement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.I.6.b

ALIGNMENT WITH STRATEGIC PLAN

Goal 2: Educational Attainment, Objective C: Access

BACKGROUND/DISCUSSION

In 2009, Boise State University (BSU) entered into a multimedia and sports marketing agreement with Learfield. The original contract was reached via a public bid process followed by final negotiations with the winning bidder, Bronco Sports Properties, LLC, a subsidiary of Learfield Communications. The original Agreement was for seven years commencing July 1, 2010, with three additional one year options, each exercisable at BSU's option. In 2014, BSU elected to exercise its option to extend the agreement through June 30, 2025.

BSU and Learfield have negotiated a new three-year extension that would extend the contract until 2028. In addition to the extended term, Learfield has agreed to provide BSU additional monetary consideration as outlined in the table below. In exchange for the increases in guarantee and capital stipend amounts, BSU will consider, in good faith, multi-media rights proposals for off campus beer and wine promotions and partnerships in the casino/gaming categories. Additionally, University will also allow more widespread use of the athletic trademark.

IMPACT

The new terms of the agreement will be July 1, 2010 through June 30, 2028 and would provide BSU an additional \$17,450,000 over the current contract through additional revenue each year and the three additional years of the contract.

The value of the Learfield agreement to BSU is set forth below. The chart outlines the current and proposed capital stipend, the current and proposed guarantee payment, the proposed extension's additional revenue to create a new position, and a breakdown of the amount the proposed extension would give BSU in additional revenue each year (note that the totals do not include revenue sharing and other smaller amounts).

	Current Capital	Proposed Capital	Current Guarantee	Proposed Guarantee	Proposed Extension New	Additional Annual
Year	Stipend	Stipend	Payment	Payment	Position	Revenue
2017-2018	\$300,000		\$3,300,000	^\$3,300,000		
2018-2019	\$100,000	\$600,000	\$3,400,000	\$3,800,000	\$55,000	\$955,000
2019-2020	\$100,000	\$600,000	\$3,500,000	\$4,000,000	\$55,000	\$1,055,000
2020-2021	\$100,000	\$100,000	\$3,700,000	\$4,200,000	\$55,000	\$555,000
2021-2022	\$100,000	\$100,000	\$3,900,000	\$4,400,000	\$55,000	\$555,000
2022-2023	\$100,000	\$100,000	\$4,100,000	\$4,600,000	\$55,000	\$555,000
2023-2024	\$100,000	\$100,000	\$4,300,000	\$4,800,000	\$55,000	\$555,000
2024-2025	\$100,000	\$100,000	\$4,500,000	\$5,000,000	\$55,000	\$555,000
2025-2026			\$4,700,000*	\$5,200,000	\$55,000	\$555,000
2026-2027			\$4,900,000*	\$5,400,000	\$55,000	\$555,000
2027-2028			\$5,100,000*	\$5,600,000	\$55,000	\$555,000

Total \$6,450,000

The proposed extension's dollar value is \$17.45M

Based on the proposed increases and past increases in the guaranteed payment category, Boise State will see an additional \$6.45M budgetarily in revenue over 10 years. This roughly results in an increase in revenue of \$645,000 each year over the ten year lifespan of the contract.

ATTACHMENTS

Attachment 1 – Proposed Amendment

Attachment 2 – Current Multi Media Rights Agreement

Attachment 3 – Original Multi Media Rights Agreement

Attachment 4 - Bronco Sports Properties Approval Process

Attachment 5 – Examples for Beer/Wine Category

STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendment (after netting out expense of the additional position) will generate additional revenue to support athletic operations over the ten years of the contract.

^{*}Amount estimated based on current contract trends to calculate revenue increase. These figures are for illustrative purposes only.

[^]Current guaranteed payment

In discussions with Board staff on the contract terms, BSU administrators stressed that they would use discretion as they consider "multi-media rights proposals for off campus beer and wine promotions and partnerships in the casino/gaming categories," noting that the public image of the University and the higher education system must remain unblemished. The BAHR committee requested the institution to clearly define the process by which proposals would be evaluated and approved.

This item was heard by the BAHR committee where BSU administrators indicated that the advertisement for beer and wine promotions would only be off campus. Beer and wine promotions on campus would still be excluded from the agreement. The casino and gaming portion of the amendment would only apply to on-campus promotions. The example was given that an American Indian gaming casino could advertise next to the scoreboard. The limitation of casino and gaming advertising to on-campus activities was not clear in the amendment, although that limitation is how BSU administrators intend the agreement to operate.

Representatives of BSU's administration will be ready to address any Board member questions on the amended contract.

BOARD ACTION

	with Learfield Sports Mar	•		/ea
Moved by	Seconded by	Carried Yes	No	

SECOND AMENDMENT TO MULTI-MEDIA RIGHTS AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment"), effective as of this ____ day of June, 2018, is hereby executed by and between BOISE STATE UNIVERSITY ("University"), and BRONCO SPORTS PROPERTIES, LLC, a Missouri limited liability company ("Learfield") qualified to do business in Idaho and a wholly-owned subsidiary of Learfield Communications, LLC. This Second Amendment amends that certain Multi-Media Rights Agreement (the "Multi-Media Rights Agreement") between University and Learfield that had an effective date of July 1, 2010, as amended by that certain Amendment to Multi-Media Rights Agreement, having an effective date of July 1, 2014 (the "Amendment"). The Amendment, together with the Multi-Media Rights Agreement, make up the "Agreement."

BACKGROUND

- A. University and Learfield have been operating under the Agreement.
- B. University and Learfield have agreed to extend the Term of the Agreement for an additional three years, through June 30, 2028.
- C. In consideration for the University agreeing to extend the Term, Learfield has agreed to provide University additional consideration as more particularly set forth below.
- D. Capitalized terms not otherwise defined in this Second Amendment shall have the meaning ascribed thereto in the Agreement.

NOW, THEREFORE, in accordance with these recitals and in consideration of mutual promises and covenants recited thereafter, the parties agree as follows:

1. <u>Term of Agreement</u>. The term of the Agreement is hereby extended through June 30, 2028. Section 1.1 of the Multi-Media Rights Agreement, and Section 1 of the Amendment are hereby deleted in their entirety and replaced with the following, superseding clause:

"This Agreement is effective as of the date signed by both Parties and shall continue until June 30, 2028 (the "Term") unless earlier terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as "Athletic Year."

2. <u>Guaranteed Royalty Fee</u>. In consideration for the rights granted to Learfield under the Agreement and the foregoing extension of the Term, the Guaranteed Royalty Fee for the period from Athletic year 2018-19 through the end of the Term is hereby amended as follows:

Guaranteed Royalty Fee
\$3,800,000
\$4,000,000
\$4,200,000
\$4,400,000
\$4,600,000
\$4,800,000
\$5,000,000
\$5,200,000
\$5,400,000
\$5,600,000

The foregoing shall supersede and replace the language set forth in Section 4.1 of the Multi-Media Rights Agreement and Section 7 of the Amendment for the period from and after Athletic Year 2018-19.

3. <u>Revenue Sharing</u>. For the period from Athletic Year 2018-19 through the end of the Term, the Revenue Share Hurdles shall be amended as follows:

Athletic Year	Revenue Share Hurdle
2018 - 2019	\$7,850,000
2019 - 2020	\$8,325,000
2020 - 2021	\$8,800,000
2021 - 2022	\$9,275,000
2022 - 2023	\$9,750,000
2023 - 2024	\$10,225,000
2024 - 2025	\$10,700,000
2025 - 2026	\$11,175,000
2026 - 2027	\$11,650,000
2027 - 2028	\$12,125,000

The foregoing schedule shall supersede and replace the Revenue Share Hurdle schedule amounts for such Athletic Years set forth in Section 5.1 of the Multi Media Rights Agreement and Section 8 of the Amendment.

4. <u>Capital Subsidy Payments</u>. Section 4 of the Amendment is hereby deleted in its entirety and replaced with the following superseding clauses and schedule:

Learfield will make capital subsidy payments during the period 2018-19 through 2024-25 in the total aggregate amount of \$1,700,000 (the "Capital Subsidy"). The Capital Subsidy will be paid in the accordance with the following schedule:

Athletic Year	Capital Subsidy
2018 - 2019	\$600,000
2019 - 2020	\$600,000
2020 - 2021	\$100,000
2021 - 2022	\$100,000
2022 - 2023	\$100,000
2023 - 2024	\$100,000
2024 - 2025	\$100,000

University shall use the Capital Subsidy for capital improvements to University Athletic venues that provide new or enhanced sponsorship opportunities, such as LED screens, video boards, center-hung or other mutually agreed assets. A portion of the 2018-19 Capital Subsidy will be used for an endzone video board at the football stadium to be installed no later than the first home game of the 2019-20 football season. University will consult with Learfield on any such improvements early in the process so that Learfield can provide design suggestions to maximize the inventory that will result from the Improvements, and all inventory created or enhanced through such improvements shall be included as part of the Multi-Media Rights and any revenue generated therefrom shall be included in the calculation of AGR in accordance with the Agreement.

- 5. <u>Additional Inventory/Rights</u>. In addition to all of the multi-media rights granted to Learfield under the Agreement, University will:
 - (i) consider, in good faith, those Learfield multi-media rights proposals which are categorized as Excluded Sponsorships under Section 3.10 of the Multi Media Rights Agreement in the beer or malt beverage (including domestic/craft beer) and wine categories, and assist with developing comprehensive packages, offcampus retail (point of sale) promotions, digital advertising and promotions, promotional merchandise distributed exclusively off-campus, right to use University's primary athletic trademarks, to enhance current partnerships; provided, however, Learfield acknowledges that University has the right to approve or disapprove any proposed beer, malt beverage or wine sponsorship or activation in its sole discretion. Learfield understands these categories will be developed gradually over time, and does not expect full access and exposure in Contract Year 2018-19, but expects presence in both categories by the beginning of the 2019-20 football season. Learfield further agrees that at least ten percent (10%) of any beer, malt beverage and/or wine sponsorship deal will be directed to the University to fund responsibility messaging or similar programming;

- (ii) consider, in good faith, Learfield proposals to enhance, through strategic marketing concepts and promotions, already significant partnerships in the casino/gaming categories excluded by Section 3.10 of the Multi Media Rights Agreement; provided, however, Learfield acknowledges that University has the right to approve or disapprove the same in its sole discretion. Learfield understands these categories will be developed gradually over time, and does not expect full access and exposure in Contract Year 2018-19, but expects presence in both categories by the beginning of the 2019-20 football season;
- (iii) assist Learfield in securing more widespread use of University primary athletics trademarks for commercial and strategic partnership use. For example, University will consider, in good faith, expanding the benefits offered in the banking category. Learfield acknowledges that University has the right to approve or disapprove the same in its sole discretion;
- (iv) work with Learfield to identify new areas of entitlement in the football stadium and basketball arena, to increase exposure and hospitality opportunities for corporate partners;
- (v) provide Learfield right of first negotiation (i.e., University will have good faith discussions with Learfield prior to discussing with any third party) for sponsorship/advertising inventory on the replacement of the existing digital roadside marquee signage by the stadium; and
- (vi) permit Learfield to deploy and ensure University use of a digital media backdrop for football and basketball to replace existing non-digital media backdrop.

University recognizes that the financial terms set forth in this Second Amendment assume that University will provide the consideration set forth above. In the event University does not provide such consideration set forth in subparagraphs (i), (ii), or (iii) above, it will be deemed an Adjustment Event under Section 4.2 of the Multi Media Rights Agreement, and the process set forth in that section shall be followed; provided, however, until the Parties reach agreement on a fair and equitable adjustment, Learfield will continue to pay the undisputed Guaranteed Royalty Fee (i.e., the Guaranteed Royalty Fee less the adjustment proposed by Learfield) to University. In addition to the foregoing, in the event the University's approval process for providing this additional inventory is delayed and as a result impacts Learfield's ability to commercialize such inventory in Contract Year 2019-20, the parties will discuss in good faith deferring a portion of amounts otherwise due in Contract Year 2019-20 into later Contract Years.

- 6. <u>Additional Resources</u>. In order to effectively activate the rights set forth in Section 5 above, Learfield will provide University with an additional annual subsidy of \$55,000 to fund a full-time dedicated staff member to assist with sponsorship activation. This employee will be staffed within the University Athletic Department. University will consult with Learfield and keep Learfield updated during the recruitment and hiring process. The position will be filled by July 1, 2018.
- 7. <u>Extended Businesses</u>. Subject to all applicable State of Idaho and University purchasing rules, regulations, policies, and procedures (collectively "Purchasing Requirements"), and subject to the terms of any current contract between the University and any third party, including

but not limited to its service providers and any athletic conference that the University may now be or may later become a member of, University, if able, will:

- (i) prior to the expiration of the term of the University's current agreement with its ticketing sales provider, negotiate with Paciolan in good faith for a period of at least 60 days with respect to University engaging Paciolan to provide such ticketing services to University for the period after the expiration of the term of such agreement. Learfield will pay University a \$50,000 bonus if University signs an exclusive agreement with Paciolan following the good faith negotiation period; such bonus shall be paid without invoice to the University within thirty days after the effective date of the agreement;
- (ii) at the expiration of the term of the University's current agreement with its trademark licensing agent, meet with Learfield Licensing Partners ("LLP") to discuss the University engaging LLP for such services. In the event University engages LLP, Learfield will pay University a bonus of \$50,000; such bonus shall be paid to the University without invoice at the conclusion of the first full Athletic Year after the effective date of the agreement. Learfield understands that University may continue to renew its agreement with its current trademark licensing agent; and
- (iii) at the expiration of the term of the University's current agreement with its provider of hosting services for its athletic web site, give due consideration to engaging Learfield's affiliate SIDEARM Sports, LLC to provide hosting services for the University's official athletic web site. Learfield understands that University may continue to renew its agreement with its current provider.

Learfield understands that University may continue to renew its agreements with its current service providers and that University may not be able to entertain the negotiations contemplated in this paragraph in light of applicable Purchasing Requirements or contract provisions.

- 8. <u>Relationship of Second Amendment to the Agreement</u>. Except as set forth in this Second Amendment, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. If, however, there is any discrepancy between the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control.
- 9. <u>Amended and Restated Agreement</u>. This Second Amendment, when fully executed and delivered, shall be a binding and legally enforceable contract, upon which we may each rely.
- 10. <u>Counterparts</u>. This Second Amendment may be executed in two or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original and all of which shall constitute one document.
- 11. <u>Entire Agreement</u>. The Agreement as amended by this Second Amendment constitutes the entire agreement between the University and Learfield with respect to the subject matter hereof, and supersedes any prior oral or written understandings or agreements of the parties with respect to its subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by the duly authorized officer or agents on the date first set forth above.

BOISE STATE UNIVERSITY	BRONCO SPORTS PROPERTIES, LLC
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AMENDMENT TO MULTI-MEDIA RIGHTS AGREEMENT

THIS AMENDMENT ("Amendment") is made and entered as of the ___ day of ____ 2014 with an effective date of July 1, 2013 ("Effective Date") by and between Boise State University ("University") and Bronco Sports Properties, LLC ("Learfield"), a Missouri limited liability company qualified to do business in Idaho and a wholly owned subsidiary of Learfield Communications, Inc. This Amendment amends that certain Multi-Media Rights Agreement between University and Learfield that had an effective date of July 1, 2010 ("Agreement").

BACKGROUND

- A. University and Learfield have been operating under the Agreement.
- B. University has elected to exercise its option to extend the term of the Agreement for the three (3) years through June 30, 2020 and to further extend the term through the period ending June 30, 2025.
- C. In consideration of University extending the term of the Agreement through June 30, 2025, Learfield has agreed to provide University additional consideration as more particularly described in this Amendment.
- D. Capitalized terms used in this Amendment shall have the same meaning as those terms have in the Agreement unless otherwise stated.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, University and Learfield amend the Agreement by this Amendment as follows:

- 1. <u>Term of Agreement</u>. The term of the Agreement will be from July 1, 2013 through June 30, 2025 ("Term").
- Third Tier Television Rights. The provisions of Section 2.6 (Third Tier Television Rights) are deleted from the Agreement. If at any time during the Term, the television broadcast rights for University athletic events revert to the University from the Mountain West Conference (or any other athletic conference with which University is affiliated during the term of the Agreement), Learfield shall be granted the exclusive rights to such broadcasts for the remainder of the Term with additional payments to University in an amount to be negotiated in good faith at such time. In the event, the parties cannot reach agreement, the exclusive rights to such broadcasts shall no vest in Learfield but shall remain the property of the University.
- 3. <u>Digital Media Rights</u>. Throughout the Term, Learfield shall have the exclusive sponsorship rights associated with "Digital Media Rights" which means all University official athletic platforms including

browser-based websites, mobile web and mobile applications, social media channels such as Facebook, Twitter and Instagram, e-mail and other digital marketing, in-venue digital screens and platforms and all digital distribution of content to the extent such rights do not interfere with any rights reserved by the Mountain West Conference (or any other athletic conference with which University is affiliated during the term of the Agreement) or its chosen platform provider.

- 4. Capital Subsidy Payments. In addition to the Capital Stipend payments through June 30, 2017, Learfield will make capital subsidy payments in the amount of \$100,000 on July 1 in each Athletic Year beginning with the 2015 2016 Athletic Year and continuing through the 2024 2025 Athletic Year for University to use for capital improvements to assets within University Athletic venues that may provide sponsorship opportunities. This Capital Subsidy Payment can be used for such items as the purchase and installation of a center-hung videoboard in the Taco Bell Arena or other mutually agreeable venue enhancements. Sponsorship opportunities created by a new center-hung videoboard or any other mutually agreeable asset procured with the Capital Subsidy Payment will be mutually agreed upon between Learfield and University and when agreed upon will be sponsorship rights belonging exclusively to Learfield with no increase in the Guaranteed Royalty Fee. Any revenue collected by Learfield from these rights shall however be included in the calculation of AGR.
- 5. Additional Rights. In addition to all of the multi-media rights granted to Learfield under the Agreement and this Amendment, throughout the Term, University grants Learfield the following additional rights on an exclusive basis, subject to NCAA rules, regulations or restrictions:
 - i. The right to sell an additional sponsor logo on the Arena floor;
 - ii. A media suite in Albertsons Stadium for shared use by Learfield at no charge. University will, consistent with past practices, provide Learfield with use of the media suite number 621 at no charge for home football games;
 - iii. One (1) football coaches club membership at no charge to Learfield; and
 - iv. One (1) Basketball Hardwood Club Membership at no charge to Learfield.
- 6. <u>Tickets</u>. Locations of tickets to be provided to Learfield by University for home basketball games shall be materially improved over the locations of those tickets in the 2012 2013 Athletic Year.
- 7. <u>Guaranteed Royalty Fee</u>. Subject to the provisions of Paragraph 10 below, the Guaranteed Royalty Fee for the Term shall be as follows:

Athletic Year	Guaranteed Royalty Fee
2013 - 2014	\$2,410,000
2014 - 2015	\$2,735,000
2015 - 2016	\$2,860,000
2016 – 2017	\$2,935,000
2017 - 2018	\$3,300,000
2018 - 2019	\$3,400,000
2019 – 2020	\$3,500,000
2020 - 2021	\$3,700,000
2021 - 2022	\$3,900,000
2022 - 2023	\$4,100,000
2023 - 2024	\$4,300,000
2024 - 2025	\$4,500,000

8. Revenue Sharing. The Revenue Share Hurdle during the Term shall be as follows:

Athletic Year	Revenue Share Hurdle
2013 2014	\$4,795,000
2014 - 2015	\$5,645,000
2015 - 2016	\$5,895,000
2016 - 2017	\$6,045,000
2017 2018	\$6,775,000
2018 - 2019	\$6,975,000
2019 - 2020	\$7,175,000
2020 - 202I	\$7,575,000
2021 - 2022	\$7,975,000
2022 - 2023	\$8,375,000
2023 - 2024	\$8,775,000
2024 - 2025	\$9,175,000

- 9. Trade associated with Nike shall be increased to \$7,500.00 per year.
- 10. <u>Bonus Payment</u>. No later than July 31, 2018, Learfield will pay University a one-time bonus of \$1,100,000 ("Bonus Amount") as and for University's extension of the Term of the Agreement as set forth in this Amendment with \$750,000 of the Bonus Amount ("Cash Payment") paid in cash with the remainder of the Bonus Amount (\$350,000) considered paid by Learfield waiving its claim to a \$350,000 credit against the Guaranteed Royalty Fee in the 2013 2014 Athletic Year which by this Amendment, Learfield hereby agrees to do.
- 11. Additional Incentives. Section 7.3.4 of the Agreement (Television Promotion) is deleted from the Agreement.
- 12. <u>Notices</u>. All references to the Director of Intercollegiate Athletics in Section 8.11 of the Agreement shall mean Mark Coyle or his successor.

- 13. Relationship of Amendment to Agreement. Except as set forth in this Amendment, the Agreement is hereby ratified and confirmed upon its original terms and conditions. If, however, there is any discrepancy, conflict or variance between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall in all events control.
- 14. Preapproval of Signage and Partnerships. Before installation or use, Learfield must seek University's written approval of any and all temporary or permanent signage, electronic or otherwise, and may not utilize in any way signage that is not approved by University in its sole discretion. Learfield must seek and receive University's written approval of any and all partnerships prior to entering into any agreement or contract, express or implied, and shall not enter into any partnerships without the express written consent of the University in its sole discretion. The written approval from University required under this paragraph 14 may be in electronic or paper form.
- 15. <u>National Exposure Bonus Payments.</u> In addition to all other monies due University and obligations of Learfield under the Agreement and this Amendment, the following monies shall be paid by Learfield to University:
 - i. For football (the greater of the following applicable payments):
 - a. Each and every time University football team is invited to appear in the College Football Access Bowls, Learfield will pay University a one-time payment of \$100,000 on the following June 1;
 - b. Each and every time University football team appears in the College Football Playoffs, Learfield will pay University a one-time payment of \$200,000 on the following June 1;
 - c. Each and every time University football team wins the College Football Championship Game, Learfield will pay University a one-time payment of \$300,000 on the following June 1.
 - ii. For Men's basketball:
 - a. Each and every time University appears in the field of 4 teams in the NCAA Basketball Championship Tournament (the "Final Four"), Learfield will pay University a one-time payment of \$100,000.

IN WITNESS WHEREOF, the University and Learfield have entered into this Amendment as of the Effective Date.

BRONCO SPORTS PROPERTIES, LLC

By: Learfield Communications, Inc.,

Sole Member

By: _____

Greg Brown, President and CEO

BOISE STATE UNIVERSITY

By: 1-1-

Name: Mark Coyle

Title: Director of Athletics

By:

Name: Stacy Pearson

Title: Vice President Finance and Administration

MULTI-MEDIA RIGHTS AGREEMENT

THIS MULTI-MEDIA RIGHTS AGREEMENT ("Agreement" or "Contract") is made and entered as of the day of November, 2009, by and between BOISE STATE UNIVERSITY ("University"), and BRONCO SPORTS PROPERTIES, LLC ("Learfield"), a Missouri limited liability company qualified to do business in Idaho and wholly owned by LEARFIELD COMMUNCATIONS, INC.

BACKGROUND TO AGREEMENT

- A. This Agreement is intended to set forth the rights, duties, responsibilities of University and Learfield with respect to the "Multi-Media Rights" associated with University's inter-collegiate athletic programs. These Multi-Media Rights are being granted to Learfield pursuant to University's Request for Proposal Number TS09-054 and University's February 18, 2009 letter as its Notice of Intent to Award TS09-054 (collectively the "RFP").
- B. For purposes of this Agreement, the Term "Multi-Media Rights" shall mean the exclusive sponsorship and marketing rights, as hereinafter set forth, with exceptions as set forth within, to inventory, including, but not limited to, print, media, sponsorships, existing or new temporary or permanent signage, and other promotional and sponsorship rights for football, men's and women's basketball games, softball, wrestling, gymnastics, tennis and other intercollegiate sports; and, if University is granted such rights from host venue, promotional rights for all games played at neutral venues where University is designated as the home team; radio and satellite play-by-play broadcast rights for football, men's and women's basketball games, softball games and any other collegiate sports as may be agreed between the parties and radio

and satellite broadcast rights for coach's shows; and selected television broadcast rights for football and men's and women's basketball; official athletic website sponsorship; at event corporate hospitality; at event impact; and any other sponsor-related or promotional rights to University's inter-collegiate athletic programs that are particularly described in this Agreement or that may be subsequently agreed to between the Parties as well as all the inventory which is available to University's intercollegiate athletic programs for the 2008 - 2009 University fiscal year. For the avoidance of doubt, the rights granted herein relate to varsity intercollegiate teams and do not include club or intramural teams. For the further avoidance of doubt, the rights granted herein are not exclusive with respect to electronic newsletters, it being agreed and understood that University as well may produce or distribute an electronic newsletter, but University agrees that if it produces or distributes an electronic newsletter primarily relating to Athletics, other than the existing magazine entitled "The Blue" which is produced in print and made available electronically in pdf format, it cannot contain any commercial underwriting or commercial sponsorship or advertising of any kind. University agrees that Touch Fall Marketing, the publishers of The Blue magazine shall be solely responsible for soliciting advertising for the magazine and University shall not solicit advertising on Touch Fall Marketing's behalf.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and the foregoing Background, University and Learfield (individually the "Party" and jointly the "Parties") agree as follows:

AGREEMENT

- 1.1 Term of Agreement. This Agreement is effective on the date signed by both Parties and shall continue until June 30, 2017 ("Initial Term") unless otherwise terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as "Athletic Year." University shall:
- (i) have three (3) options to extend the Initial Term of this Agreement for an additional one (1) year period each option through June 30, 2018, June 30, 2019 and June 30, 2020 respectively ("Extended Period(s)"). If University wishes to extend this Agreement for the Extended Period(s) it shall notify Learfield no later than June 30, 2015 of University's intent to exercise its option to extend the term of this Agreement for the first Extended Period and no later than June 30, 2016 and 2017 respectively for the next two Extended Periods; or
- (ii) in its sole discretion shall choose to extend the Initial Term of this Agreement for an additional three (3) year period ("Extended Period") at one time in lieu of three (3) separate one (1)-year options. If University wishes to extend this Agreement for the three year Extended Period it shall notify Learfield not later than June 30, 2015 of University's intent to exercise its option to extend the term of this Agreement for the three year Extended Period.

If the term of this Agreement is extended to include the Extended Period(s), then the terms and conditions of this Agreement during the Extended Period(s) shall remain the same as those during the Initial Term except as otherwise stated in this Agreement. Notwithstanding the fact that each contract year begins on July 1, the University acknowledges and agrees that Learfield's rights and obligations under this Agreement begin on July 1, 2010 ("Effective Date"), but that Learfield will begin its efforts prior to the Effective Date and will expend

substantial amounts of time, effort and resources to fulfill its obligations under this Agreement.

The "term" of this Agreement including the Initial Period and the Extended Period(s) is sometimes hereafter collectively referred to as the "Term".

1.2 Mutual Cooperation. Throughout the Term of the Agreement, it is the Parties' intention to cooperate to maximize the opportunities to promote the University's Athletic program and that will foster growth in both the amounts and the potential sources of revenue under this Agreement. To that end, the Parties, including University's Director of Athletics (and/or his/her designee) will meet, as they mutually agree is necessary, to discuss the rights and inventory granted to Learfield and any unexpected problems arising therefrom to arrive at mutually satisfactory solutions. The General Manager of BRONCO SPORTS PROPERTIES, LLC will be encouraged to attend regularly scheduled University Athletic Department Administrative Staff meetings and will meet no less than once a month with University's Director of Athletics or his/her designee at times mutually agreeable to the Parties. In addition, University will use reasonable efforts to clearly and concisely define for University's staff the specific roles and responsibilities which Learfield will undertake with University's Athletic Department, including, but not limited to, any agreements Learfield enters into with University's coaches which Learfield and University mutually determine will help to promote the University's Athletic program and maximize revenue generating opportunities. Learfield will not enter into any agreement with a University coach without prior consultation with and approval from the University's Director of Athletics and University shall be responsible for coaches' compensation in its sole discretion. Learfield will keep University informed on a regular basis and/or upon request by University of its sponsorship and marketing plans as well as its current activities. In consideration of fostering a mutually beneficial environment for both parties, Learfield agrees that it shall keep University informed of its negotiations with potential partners and shall consult with University regarding new potential partners that it wishes to approach and/or rights that it intends to offer.

1.3 Additional Multi-Media Rights. Although this Agreement includes specific rights granted to Learfield, it is agreed that from time to time opportunities for additional Multi-Media Rights may arise or be created that might not have been contemplated or specifically mentioned in this Agreement, including, but not limited to, Learfield finding additional ways to leverage the existing inventory or with new inventory ("Additional Rights"). If the nature of the Additional Rights requires the addition of a significant item of inventory that did not already exist in a University athletic venue in any format, being an alteration that affects the appearance of the venue and/or requires material expenditure ("Material Inventory Alteration"), then Learfield will notify University of such new inventory item in order to obtain University's approval of such new inventory item. The parties will negotiate in good faith to arrive at a financial model for any Material Inventory Alteration that is funded other than from the Capital Stipend and which includes the allocation of costs between the Parties and the resulting inclusion of revenue from the Material Inventory Alteration in the "AGR" as hereafter defined. For the avoidance of doubt, if, for example, a new ribbon board is installed in Bronco Stadium at a cost to either party of \$250,000.00, the cost incurring party shall first recover its cost of the ribbon board from revenue generated from the ribbon board before any revenue from the ribbon board is included in the calculation of AGR.

2.1 Grant of Exclusive Radio Broadcast Rights. Throughout the Term, University grants to Learfield, subject to any restrictions and modifications set forth by this Agreement, the exclusive rights to make or cause to be made live radio (including satellite radio, high definition radio, Spanish radio broadcasts and audio podcasts) broadcasts of all exhibition, preseason, regular-season and post-season games for football, men's and women's basketball games and softball games and any other inter-collegiate sports as may be agreed with University. All of such broadcast rights shall be exclusive to Learfield and shall also include any game or games selected for broadcasting by any local, regional or national radio network, subject, however to any currently existing rules governing University as a result of its affiliation with the Western Athletic Conference ("WAC"), the Pacific Ten Conference for wrestling ("PAC 10") or any other conference to which University is affiliated during the Term or the National Collegiate Athletic Association ("NCAA") which could limit such exclusivity granted to Learfield hereunder. Rights to post-season conference and national tournaments are exclusive of all other individual and independent networks except those officially designated as origination stations or networks by radio stations considered by University as part of the radio following the opposing team involved in the game being broadcast. University acknowledges that broadcast rights to post-season conference and national tournaments is important to Learfield's revenue, and if such rights are not available to Learfield, then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee during the time the rights are unavailable. Notwithstanding the exclusive rights granted to Learfield under this Section 2.1, and subject to University's approval, a University student station may broadcast games, but only on a low power radio station which will not carry any commercial underwriting or commercial sponsorship or advertising of any kind for such varsity intercollegiate game that will materially compete with the rights granted to Learfield hereunder and only if University has first consulted with Learfield in respect of the same.

Learfield shall use its best efforts to provide the widest exposure in the most professional manner relative to all broadcasts and at the very least shall be no less exposure and of no less quality than historically provided by or on behalf of University during the 2008 – 2009 Athletic Year. Without limitation to the foregoing, Learfield agrees that it shall use commercially reasonable efforts to increase the radio coverage of women's basketball. If at anytime during the Term, Learfield decides to pay for the production, operational and distribution costs of the Bronco radio network (collectively the "Production Costs") which in turn is expected to increase the revenue opportunities from the radio broadcasts, Learfield shall be entitled to deduct the Production Costs it incurs in calculating the AGR, as hereafter defined, provided that it has first consulted with University with respect to its decision to undertake the Production Costs and University has agreed to the Production Cost budget. Provided that the costs and budget are in line with those of any other universities represented by Learfield or its affiliated companies of equal or greater stature than University with no extenuating circumstances that do not apply to University ("Comparable Learfield Schools"), University shall not withhold approval.

2.2 Radio On-Air Talent. Learfield will employ, at its own expense, or subcontract with other approved providers, any and all personnel Learfield deems necessary to conduct broadcasts covered by the Agreement. Final selection of all air talent for all games, including, but not limited to pre-game, post-game, coaches' shows and other events to be broadcast must have the approval of University which approval will not be unreasonably withheld. The

University shall also have the right to request removal of a particular on-air talent if it, in its reasonable discretion, deems such removal necessary. The parties agree to discuss in good faith the removal of such on-air talent and allocation of costs or expenses related thereto. Notwithstanding the foregoing, University agrees to be responsible for all normal, reasonable and ordinary replacement costs unless adequate cause exists for such removal. Learfield shall be solely responsible for all employment related costs or liabilities.

2.3 Radio Programming. At the sole cost and expense of Learfield, Learfield shall produce, originate, broadcast and distribute the following radio programming in a quality at least commensurate to the quality of broadcasts historically provided during the 2008 - 2009 Athletic Year with state-of-the-art equipment and quality:

A. Football and Men's and Women's Basketball Games. Learfield will provide live broadcasts in the State of Idaho with emphasis in Boise, Nampa, Caldwell, Twin Falls, Idaho Falls, Pocatello, McCall and Lewiston of each (i) regular-season and post-season game for University varsity football, which may include the spring football game or any others if applicable, whether the same are played in Boise or elsewhere; and (ii) each regular-season and post-season men's basketball game whether the same are played in Boise or elsewhere and (iii) any exhibition men's basketball games if applicable. Each broadcast shall include pre-game and post-game shows with live or taped, as available, coaches' interviews, in addition to comprehensive description of game action. Learfield will use its best efforts to provide live broadcasts of each regular season and post-season women's basketball games to be no less than University's historical level provided during the 2008 - 2009 Athletic Year of live broadcasts of such games. Learfield shall pay for all costs associated with the operation and production and shall be responsible for obtaining any and all necessary clearances of each broadcast

hereunder.

Coaches' Radio Shows. Learfield will produce, sell and commercially distribute В. a weekly coaches' radio show for football and men's basketball and make all shows available to the Bronco Sports Network subject to technical restraints. For the purposes of this Agreement the "Bronco Sports Network" shall be no less that the radio coverage provided to University during the 2008 - 2009 Athletic Year. Learfield will produce and clear a combined total of approximately thirty (30) football and men's basketball weekly coaches' shows each year that will be not less than sixty (60) minutes in length per show. University will make available and provide the services of the head coaches of each such coaches' show. Further, Learfield is hereby granted the exclusive rights, at its option, to produce coaches' radio shows for other sports. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the coach's primary coaching responsibilities and each coach's contract with the University. In the event that a coach is not available, University and Learfield, shall agree to a suitable alternative being either coach's participation by telephone or by substitution of an assistant coach. Notwithstanding the forgoing, University shall use best efforts to provide the head coaches live participation in such shows. Any compensation of the coaches in respect of such shows shall be in the sole discretion of the University but in no event shall Learfield be responsible for a coach's compensation. Notwithstanding the provisions of the preceding sentence to the contrary, if University wishes that Learfield pay part or all of a coach's compensation, it shall notify Learfield in writing of the amount of a coach's compensation that it wishes Learfield to pay ("Coach's Compensation Amount") and Learfield shall pay the Coach's Compensation Amount in two equal payments at the times that Learfield pays the University its Guaranteed Royalty Fee (December 31 and June 30). Learfield shall then deduct from the Guaranteed Royalty Fee the Coach's Compensation Amount which will be a credit against the Guaranteed Royalty Fee then owed by Learfield to the University. Learfield may sell a specific placement of any or all of the coaches' shows at a location to be determined and University will make the coach available at such location. Such coaches' shows shall be held at the Stueckle Sky Center on campus, unless the parties mutually agree otherwise, Learfield must provide a compelling reason, which may be a financial reason, for the coaches' show to be held at a different location, such as a local restaurant or other campus or off-campus location but shall also ensure that University does not lose revenue by such change of venue, for example through increased transportation costs and/or loss of food and beverage revenue. In such instance, Learfield will make every effort to ensure that such location shall be convenient to Boise State University and its coaches. University reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.

- C. Other radio programming. Learfield shall also provide other radio programming, live or taped as applicable, to be no less than provided to University historically during the 2008 2009 Athletic Year and as required in the contract between Peak Broadcasting and University dated July 12, 2008 ("Existing Radio Contract") a copy of which has been provided to Learfield as part of the RFP.
- D. <u>Technical Requirements</u>. Learfield shall satisfy University as to all technical requirements, including, but not limited to, digital quality, which are necessary to adequately broadcast University athletic events and coaches' shows in a manner no less than provided historically during the 2008 2009 Athletic Year and as is reasonable to be expected as

equipment and technology develops during the Term.

- E. <u>University Promotional Time</u>. Learfield shall provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments during broadcasts of the game of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 2009 Athletic Year to the greater of the amount it had received historically during the 2008 2009 Athletic Year or two (2) thirty (30) second spots for University institutional (rather than Athletics) promotional matters only. Learfield shall also provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments on the flagship station(s) outside of game broadcasts of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 2009 Athletic Year.
- F. Learfield shall record all radio broadcasts and shall provide University with a copy of all broadcasts and programs created hereunder. All rights in and to the broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.
- G. University shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by or on behalf of Learfield hereunder and University shall be entitled to all royalties, fees or other income (excluding, however, any sponsorship or advertising income which shall be included in the AGR as hereinafter defined) which may be attributable to the use of said broadcast material and recordings and Learfield will provide any assistance needed by University to implement any use of said material other than by radio transmission.
 - H. Notice of the University copyright shall be included as part of every event

broadcast made pursuant to this Agreement. The notice shall consist of the symbol "©" or the word "copyright" followed by the year that the event is first broadcast and the name "Boise State University" in every broadcast or medium of delivery.

- 2.4 Additional Radio Broadcast Rights. Notwithstanding anything contained in Section 2.1 through 2.3 to the contrary, it is agreed that from time to time forms or methods of additional distribution rights of the aforementioned radio programming may arise or be created that might not have been contemplated, might not have existed as of the date of this Agreement or specifically mentioned in this Agreement, and these rights shall be subsequently included in the rights granted to Learfield based upon the approval of the University, which approval will not be unreasonably withheld, and the Net Revenue from such rights shall be added to the AGR. Without limiting the foregoing, Learfield shall use commercially reasonable efforts to secure satellite and high definition radio transmission at no charge to the University and Learfield shall offer regular audio podcasts at a frequency and level to be agreed with University. All rights in and to the broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.
- 2.5 Football, Men's Basketball and Women's Basketball Coaches' Television Shows.
- A. Learfield shall have the exclusive rights to broadcast and sell sponsorships in weekly coaches' television shows for football, men's basketball and women's basketball.
- B. Learfield will produce and clear a total of no less than twelve (12) football and no less than twelve (12) men's basketball weekly coaches' shows each year that will be not less than thirty (30) minutes in length per show. Compensation of coaches, if any, will be paid by University but Learfield shall be responsible for all other costs relating to production and

distribution of the shows. Any compensation of the coaches in respect of such shows shall be in the sole discretion of the University. In no event shall Learfield be responsible for any compensation of coaches. Notwithstanding the provisions of the preceding sentence to the contrary, if University wishes that Learfield pay part or all of a coach's compensation, it shall notify Learfield in writing of the amount of a coach's compensation that it wishes Learfield to pay and Learfield shall pay the Coach's Compensation Amount in two equal payments at the times that Learfield pays the University its Guaranteed Royalty Fee (December 31 and June 30). Learfield shall then deduct from the Guaranteed Royalty Fee the Coach's Compensation Amount which will be a credit against the Guaranteed Royalty Fee then owed by Learfield to the University. Parties may agree to proceed with coaches' television shows for any other sports outside of those mentioned above and the net revenue (gross revenue less expenses such as production and distribution for the shows, provided such costs and/or budget have been agreed with University and if the costs and budget are in line with other Comparable Learfield Schools, University shall not withhold approval.) in relation to such additional sports shows shall be included in the AGR as hereinafter defined. Learfield may sell a specific placement of the coaches' show. Such coaches' shows shall be held at the Stueckle Sky Center on campus, unless the parties mutually agree otherwise. Learfield must provides a compelling reason, which may be a financial reason, for the coaches' show to be held at a different location, such as a or at a broadcast studio of Learfield's choice which is convenient to University's campus but shall also ensure that University does not lose revenue by such change of venue, for example through increased transportation costs and/or loss of food and beverage revenue. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the coach's primary coaching responsibilities and each coach's contractual obligations to the University. Coaches will be encouraged but shall not be required to attend coaches' shows in person if the show is broadcast from outside the Boise, Idaho area. In this regard, it is agreed that a period of time which is sufficient for the production of a thirty-minute weekly coaches' television show will not unduly interfere with a coach's primary responsibilities to University. Notwithstanding the foregoing, Learfield will make every effort to ensure that the location of the coaches' shows shall be convenient to Boise State University and its coaches. University reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.

2.6 Third Tier Television Broadcast Rights.

A. University agrees to license Learfield the exclusive rights to broadcast television play-by-play programming which is not otherwise prohibited by University's affiliation with the WAC, the PAC 10 for wrestling, or any other conference to which University is affiliated during the Term or the NCAA ("Third Tier Television Rights"). Such Third Tier Television Rights include football, men's and women's basketball and any other University intercollegiate sport, preview shows, a video season ticket podcast, replay shows and video magazine shows. Learfield will be responsible for all costs relating to the production and broadcast of such Third Tier Television Rights and Learfield shall retain all revenue generated from the Third Tier Television Rights and such revenue will be included in the calculation of AGR. Subject to the provisions of Section 4.2 below, these Third Tier Television Broadcasts shall be aired live or with a reasonable tape-delay as agreed with University. The live televising of home football and basketball games shall be at the discretion of the University

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based on ticket sales and sell-out policies and the University shall have the right, in its sole discretion to request a tape-delay broadcast of any home game accordingly.

- B. Notwithstanding anything herein, Learfield agrees that BRONCOVision shall be the exclusive video streaming venue for all University home and away events, unless and until agreed otherwise with University. Learfield or the applicable television broadcaster shall be provided a link to BRONCOVision from its applicable website.
- C. University Promotional Time. Learfield shall provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments during broadcasts of the game of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 2009 Athletic Year to the greater of the amount it had received historically during the 2008 2009 Athletic Year, and as required in the contract between Belo Corporation (KTVB Media Group) and University dated June 30th, 2005 ("Existing TV Contract") a copy of which was provided to Learfield as part of the RFP, or two (2) thirty (30) second spots for University institutional (rather than Athletics) promotional matters only. Learfield shall also provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments on the flagship station(s) outside of game broadcasts of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 2009 Athletic Year.
- D. Learfield shall record all television broadcasts and shall provide University with a copy of all broadcasts and programs created hereunder. All rights in and to the television broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

E. University shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by or on behalf of Learfield hereunder and University shall be entitled to all royalties, fees or other income (excluding, however, any sponsorship or advertising income, which shall be shall be included in the AGR as hereinafter defined) which may be attributable to the use of said broadcast material and recordings and Learfield will provide any assistance needed by University to implement any use of said material other than by television transmission.

F. University shall own the copyright of and in all broadcasts (live or delayed) and recordings of events or shows covered by this Agreement. Notice of the University copyright shall be included as part of every event broadcast made pursuant to this Agreement. The notice shall consist of the symbol "©" or the word "copyright" followed by the year that the event is first broadcast and the name "Boise State University" in every broadcast or medium of delivery.

- existing contractual sponsorship obligations, University will require its coaches to cooperate with Learfield should Learfield need to obtain an endorsement that is beneficial in promoting the University's Athletic program and maximizing the income from the rights granted under this Agreement; nevertheless, Learfield acknowledges that coaches shall not be required to endorse a particular product. University will use its best efforts to prevent its coaches from participating, directly or indirectly, in the endorsement of any product or service that competes with the products or services offered by Learfield's sponsors. Except as set forth herein, and subject to each coach's contractual obligations to University, University will require its coaches to cooperate with Learfield to accommodate reasonable requests of Learfield for its sponsors (such as special appearances, autographs, and letter-writing). Any coaches' endorsements by Learfield must conform to University, WAC, PAC 10 (wrestling only), or any other conference to which University is affiliated during the Term and NCAA rules and guidelines.
- 2.8 Video/DVD Rights. If Learfield and University mutually agree that a season ending or other highlight audio-visual program (being video, DVD and/or other audio-visual medium as agreed with University) (together defined as "Video Program") is warranted for a particular University team, Learfield shall, at its expense, produce or cause to be produced and sell or cause to be sold, such Video Program at Learfield's cost and Learfield shall retain all of the revenue derived therefrom provided that the Net Revenue (gross revenue in excess of the cost of producing and selling the Video Program provided such costs and/or budget have been agreed with University and if the costs and budget are in line with any other Comparable Learfield Schools, University shall not withhold approval.) shall be considered part of the

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AGR. University shall approve the content and artwork of any and all Video Programs.

2.9 Athletic Internet Site and Internet Video Streaming and e-Commerce.

While University will control and produce the University's official athletic website, University hereby licenses Learfield the exclusive rights to all sponsorship revenue generating opportunities which now or in the future may exist on the University's Official Athletics Website ("OAS") (http://broncosports.com), including, but not limited to, all rights to sell sponsorships in the form of company logos and messages on University's OAS, audio streaming of sponsorship messages and direct internet access to other websites as well as all other sponsorship opportunities which now or in the future may exist in the future on the OAS. All resulting gross revenue derived by Learfield from these rights shall be added into the calculation of the AGR. All other rights relating to the OAS, including but not limited to audio and visual streaming, subscription member services, fundraising, auctions, merchandising, ticket and event revenue and editorial content shall be retained by University. University shall be responsible for providing editorial content on the OAS. Notwithstanding anything contained in this Section 2.9 to the contrary, Learfield acknowledges that the University presently has an existing relationship with Jump TV (host of the OAS) and until and unless such relationship is terminated, Learfield shall not have the right to manage, produce or further develop the OAS unless separately agreed with University. However, University will provide Learfield with the opportunity to have input on decisions regarding the OAS but shall not be obligated to implement Learfield's suggestions. Upon termination of University's agreement with Jump TV, University, with input from Learfield, shall have the right to select Jump TV's successor but University shall not be obligated to grant such rights to Learfield. In the event that Learfield is granted the right to manage the OAS and/or the audio or video streaming,

Learfield shall negotiate the contract with an appropriate website hosting company and pay the then applicable hosting fee for the OAS ("Hosting Fee"). The Hosting Fee shall not be deducted from the Guaranteed Royalty Fee set forth in Section 4.1 and the resulting revenue shall be treated separately from the AGR hereunder.

B. Learfield shall have the exclusive right to publish and distribute an Official Sports Report ("OSR"), daily e-mails of up-to-date and unique news to University fans and constituents. To assist Learfield in its marketing and distribution efforts of the OSR, subject to the applicable data privacy laws and at Learfield's cost, University agrees to distribute such OSR and other Learfield news to its database or e-mail addresses of season ticket holders, and individual game ticket purchasers, athletic department donors and boosters. University will use reasonable efforts to have such OSR distributed to the database or email addresses of the University's alumni association. Learfield acknowledges that University does not control the University alumni association's database or email addresses and that Learfield will be responsible for any costs associated with such distribution.

2.10 Game Program and Schedule Card Production and Sponsorship Rights.

2.10.1 Football; Men's and Women's Basketball. Learfield shall have the exclusive right to print, publish, distribute and sell sponsorship space in football, men's and women's basketball programs (or similar game day publications) for all home games and matches played by University and those designated as home games or matches although played or conducted on a neutral site, during its regular seasons and schedule cards for the other sports (collectively the aforementioned programs and roster cards are referred to herein as "Game Publications").

2.10.2 Matters Relating to All Programs. All costs of printing and distributing all athletic game programs will be the responsibility of Learfield. The quality

and quantity of the game programs will be not less than what has historically been produced by or on behalf of University on a per-game basis for University based on sales demand and no less than the quantity and quality specified in Attachment B of the RFP. University shall be responsible for providing all written content and editing thereof that is required for each Game Publication and will work with Learfield to determine the design of Game Publications and in some instances will be responsible for design elements of the Game Publications. University retains final control of all content and design of its Game Publications but will not have control over sponsorships in Game Publications which control will belong exclusively to Learfield, provided that University has agreed to the percentage of space in the respective Game Publication made available to the sponsors in aggregate. University shall be responsible for supplying Learfield or its printer with Game Publication content not less than 30 business days prior to a Game Publication's publication for "static" pages and not less than five (5) business days for "change" pages. Learfield will provide University with a mutually agreeable reasonable number of complimentary Game Publications, to be no less than five hundred (500) copies in respect of football Game Publications and one hundred (100) in respect of the other Game Publications. University shall have the right to purchase at cost additional copies of Game Publications for its own use from Learfield. Learfield shall charge University no more than its actual printing cost in respect of such additional copies. In addition to the sponsorship revenue from Game Publications, Learfield will retain any game day vending revenue from Game Publication sales which shall be included in the calculation of the AGR. Learfield and University will review and mutually agree upon the sales price, quantity and format of the respective Game Publications for the upcoming season no less than once a year.

2.11 Sponsorship Signage.

A. Except as otherwise set forth in this Agreement, University grants Learfield the exclusive rights to sell sponsorships on all the existing as well as all the future permanent signage (electronic or otherwise) and temporary signage in all University athletic venues, including, but not limited to,

- Bronco Stadium
- Taco Bell Arena
- B. If, during the Term, University decides to install new electronic or enhance existing electronic signage or install new videoboards or enhance existing videoboards at any of its athletic venues (collectively the "New Signage"), Learfield will have input into the New Signage in order that Learfield can manage the sponsorships which will result from the New Signage and Learfield will retain all revenue from the New Signage sponsorship sales where such New Signage was paid for out of the Capital Stipend and such revenue shall be included in the calculation of the AGR. If the University decides to install New Signage over and above that which is funded by the Capital Stipend, before so doing it shall agree with Learfield how it shall be funded and how the revenue shall be treated hereunder.
- C. The above foregoing notwithstanding, University reserves the rights to utilize signage (electronic or otherwise) for such reasonable amounts of time as agreed upon by Learfield for pre-game, half-time, quarter breaks, game time-outs or post-game for University's need to promote University sports, the University or University events or accomplishments, or athletically-related activities as deemed reasonably necessary by University but in no event for any commercial underwriting or commercial sponsorship or advertising of any kind, other than for the University Bookstore and for hotel and automobile

lease/transport trade partners as agreed with Learfield, and subject to the provisions of Section 6.1 of this Agreement, in any event to be no more than historically provided to University Bookstore and such hotel and automobile lease/transport trade partners during the 2008 - 2009 Athletic Year.

2.11.1 <u>Athletic Venue Sponsorship Rights</u>. The specific athletic venue sponsorship rights will include, but not be limited to, the following signage:

Bronco Stadium ("Stadium"):

- Main scoreboard permanent panels
- Main scoreboard tri-vision panels
- Fascia signage
- > Field level signage and banners
- > Façade, Tunnel and Concourse Signage
- > On-field logo, with University's approval and provided that this does not adversely affect the turf
- Message Center Displays
- > Promotions that involve sponsors at all events, provided that the University has agreed to such promotions
- Press conference backdrops
- > Coaches' headsets
- Football goal post pads
- > Exterior marquee and signage
- > Video board features, promotions, replay swipes, PSAs and billboards
- > Digital signage (when available in the future)

- Sound system cover
- Concession signs
- > Cold air balloon signage
- Temporary signage
- > Television monitors (Bronco Vision)
- > Field Goal Nets (if such nets can be installed without detriment to spectators view and without damage to the track and field facilities)
- > Virtual signage during telecast (subject to any rights retained by the WAC/ESPN)
- > Sideline Cooling Systems
- > Sideline Equipment Crates
- > Sideline employees (e.g., chain crew, managers, etc.) clothing and equipment, as permitted (i) by the University's agreement with Nike or the applicable apparel contract at that time and (ii) the applicable Conference rules.
- > Cup Holders, if available
- > Other opportunities as approved by University

Taco Bell Arena Signage:

- > Rights to the center hung scoreboard signage
- > Rights to the University's main scoreboard and panels and auxiliary boards
- > Rights to the University's LED displays, if available in the future
- Scoreboard, fascia and vormitory displays
- > Scorers' table, press row and baseline table advertising panels (rotational, digital, or static)
- > University and opposing team bench chair backs and kick plates

- > Message center displays
- Video advertising displays
- > Basketball goal posts padding
- Basketball backboard supports (goal profile)
- > Team entry canopies/signage
- > Playing surface logo opportunities, as approved by the University
- > Shot clock advertising panels
- > Suite Signage
- > Virtual signage during telecast
- > Courtside, rotational and permanent signage
- > End wall permanent and rotational signage
- > Upper corner sponsor panels
- > Mezzanine permanent and rotational signage
- > Exterior marquee and signage
- > Temporary signage and displays
- > Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- > Concession, concourse and lobby displays
- > Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider
- > Courtside employees, not to include scorer's table personnel (e.g., ball boys, managers, etc.) clothing and equipment as permitted (i) by the University's

agreement with Nike or the applicable apparel contract at that time and (ii) the applicable Conference rules.

- > Scoreboard signage in the practice area
- ➢ Blimp signage
- Profile Signage (on top of basket supports)
- > Other opportunities as approved by University

All Taco Bell Arena signage sponsorship must be subject to the existing agreement between the University and Taco Bell primarily that sponsorship shall not be sold to a competitor of Taco Bell. Furthermore, such sponsorship shall be in respect of athletic events only and sponsors shall acknowledge that their respective signage may be covered or obscured at a non-Athletic event and/or at an athletic event that is not controlled by University such as a NCAA tournament. Learfield acknowledges that University has a separate arrangement with Taco Bell Arena and therefore agrees to consult with University with regard to all Taco Bell Arena signage and inventory and rights granted therein. Notwithstanding the foregoing sentence, the Taco Bell Arena Signage referred to above, shall be available to Learfield in accordance with the terms of this Agreement.

Other Sports Venues:

- > Main scoreboard ad panels
- > Any sideline and end-line advertising panels
- > Message center displays
- > Video advertising displays
- Public address announcements

- University and opposing team dugout and bench signage
- > Temporary or permanent playing surface logo opportunities
- > Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
 - > Temporary signage and displays for special events
 - > Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider
 - > Other opportunities as reasonably approved by University
 - > Press Backdrop

Any signage other than the aforementioned signage shall be subject to consultation with University and further subject to the provisions of Section 1.3 above in respect of Additional Rights and/or Material Inventory Alteration.

For the avoidance of doubt, marketing, merchandising, sponsorship, signage, media and commercial rights for events on or within University's facilities that are hosted by other third party organizations or organizations within University that are not related to the Athletic Department, are excluded from this Agreement. Learfield may not enter into contracts with sponsors that prevent University, its Alumni or the University Foundation, from contracting with competitive sponsors for non-University Athletics events, regardless of where the events are held. Furthermore, where University shares facilities with a third party, for example the softball field, the rights granted herein shall only apply Athletic Department events.

Announcements. University grants Learfield the exclusive rights to secure sponsors for announcements, messages and videoboard displays on existing public address, electronic ribbon boards, scoreboards or videoboards including, but not limited to, out of town scores, trivia, statistics, features, segments, replays, commercial logo branded messages and contests. University will provide Learfield and its sponsors the necessary reasonable production and execution support needed for such announcements and messages at no cost to Learfield. The amount of necessary production and execution support provided will be reasonable and commensurate to that amount provided by University for University sponsors in the past. Any production and execution support over and above these reasonable amounts will be billed to Learfield by University at prevailing rates.

Videoboards. Learfield shall be responsible for all costs and expenses relative to any copy or art changes for replacement of existing signage. University will be responsible for the maintenance of both the existing and any new permanent signage and equipment, including the videoboards, rotating signage and static signage. University will also be responsible for payment of the game-day video board production charges. University will use all reasonable efforts to ensure that all such signage will be repaired in a timely manner in order to make such signage fully functional and operational.

2.11.5 New Inventory Items. It is understood and acknowledged that from time to time University may wish to install new items or upgrade existing items which are capable of adding to the inventory available under this Agreement or enhancing the existing inventory ("New Inventory Items"). All of the New Inventory shall be marketed and sold exclusively by

Learfield and the Net Revenue received by Learfield from any New Inventory Items shall be included in the calculation of the AGR each year, provided that such costs have been mutually agreed with University. Notwithstanding the foregoing, if any New Inventory Items are paid for by the University from funds other than the Capital Stipend, University and Learfield shall first agree how such New Inventory Items are to be funded and whether any of the increased revenue is to be paid directly to University to compensate for the expenditure over and above the Capital Stipend.

- 2.11.6 <u>Temporary Signage</u>. University, at no additional cost or expense, agrees to help facilitate Learfield obtaining the exclusive rights to sell or create temporary signage opportunities at University games or events which occur at a neutral venue. Any such temporary signage shall be paid for, erected, maintained and operated at the sole cost and expense of Learfield. All of the revenue received by Learfield from any temporary signage shall be included in the calculation of the AGR each year.
- 2.12 Promotional Items and Events. Throughout the Term, University grants

 Learfield the exclusive rights to the following promotional items and events:
- 2.12.1 Printed Promotional Item Rights. Learfield will have the exclusive right to sell sponsorships on all University printed promotional items relating to Athletics including, but not limited to, team rosters, ticket backs, parking passes, roster cards, ticket applications and mailer inserts, ticket envelopes, posters, sports calendars, fan guides, trading cards and schedule cards ("Printed Materials"). University and Learfield will mutually agree on an annual basis upon the sponsors, content and amounts of Printed Materials. However, the quantity (numbers produced) and quality will be no less than was being produced by or for University historically unless and until such Printed Materials can be replicated in all or in part

electronically e.g. electronic ticketing and such advertising space is no longer available. University will be responsible for the design of Printed Materials. Learfield shall provide the sponsors logos and materials together with the necessary rights for University to reproduce such logos and materials in a format and timeframe as reasonably requested by University as needed to produce the Printed Materials in a timely manner. The cost of printing the Printed Materials will be at a level consistent with the historical cost and will be the responsibility of Learfield and shall not be deducted from the AGR.

2.12.2 Game Sponsorship and Promotional Sponsorship Rights, Learfield will have, at a minimum, the right to secure sponsors for pre-game, game "time-outs", half-time, and quarter breaks sponsored promotional activities and special game day on-field and oncourt promotions or contests as well as official game sponsorships. University reserves the right to use, at no cost and expense to Learfield, a reasonable amount of time to be agreed upon by Learfield during any pre-game, game "time-outs", half-time, and quarter breaks for University's need to promote University's fundraising efforts, development projects, sports, upcoming University events or accomplishments, subject to Section 6.1 of this Agreement, the University Bookstore and such hotel and automobile lease/transport trade partners or athletically related activities. Promotional activities may include, but are not limited to, premium item giveaways, fan contests on the field, floor, or in the stands, sponsored entertainment acts, product samplings, inflatables, games, temporary signage, couponing and free product distribution and product displays; provided, however, this is not intended to exclude approved University student organizations' fundraising activities and other similar onfield/on-court recognition which do not have any commercial endorsement which in all events is strictly prohibited. By the first day of December of each year, Learfield will coordinate and

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discuss with University an annual game/event promotions sales plan for the following athletic year. University will provide Learfield with all reasonable assistance in the sponsorship, promotions and implementation/facilitation as needed during these game-related activities. At University's reasonable request, Learfield will respect the University's environmental sustainability efforts and other applicable mission goals and/or policies when entering into promotional activities.

2.12.3 Game Day Hospitality Rights.

- A. Learfield shall have the exclusive rights to all corporate hospitality tents and group ticket sales related to corporate hospitality tents ("Hospitality Rights"). The Net Revenue, if any, derived from Hospitality Rights shall be included in the calculation of the AGR. Learfield shall be responsible for payment of costs associated with Hospitality Rights, subject to sub-section B below.
- B. <u>Hospitality Tent</u>. University shall provide to Learfield, at no cost to Learfield, space for hospitality tents or any alternative facility for its clients at all University home football games as well as all football games played at a neutral site if University is designated as the home team and as the home team retains such rights. In all instances, University shall approve the location of the Hospitality Tent or alternative facility. The current hospitality area is the Keith & Catherine Stein Plaza by the Caven-Williams Sports Complex.
- C. Learfield acknowledges and agrees that the activities of the University Alumni Association are excluded from this Agreement. The Alumni Association may host corporate hospitality and/or tailgate events which may be sponsored provided that these are held off-campus. The Alumni Association is currently located on University Drive but not on University owned land.

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2.12.4 Fan Festival Rights. In addition to those rights described in Section 2.12.2, Learfield shall have the exclusive right to sell sponsorships, sponsorship packages (including tickets, meal and beverage vouchers) and corporate involvement for any existing interactive fan festival or related activities, that it creates with the approval of the University, such approval not to be withheld unreasonably, as well as those that University creates in the future with Learfield's approval, not to be withheld unreasonably. The Net Revenue from such events shall be included in the calculation of the AGR. The following are examples of at-event impact sponsorship inventory which will be available throughout the Term exclusively to Learfield but such examples are not intended to be the only available inventory:

- > Product displays
- > Sampling, couponing and free product distribution to fans attending University events
- > Title and/or rivalry sponsorships of University Athletic events
- > Presenting sponsorships of University Athletic events
- > Pre-game post-game, half-time and timeout in-arena/stadium, on-court/field promotions, contests, mascot appearances, corporate recognition/presentations, and/or giveaways
- > Plastic souvenir eups and concession (food) containers, subject to University's existing arrangements with its pouring rights partner and/or concession provider.
- Mascot/Cheerleader appearances
- ➤ Inflatables/games
- > Kid's Club sponsorships (subject to the existing arrangements between University Athletics Department and University Bookstore)
- > Varsity team tournaments and special events

- > Ancillary entertainment opportunities such as half-time shows, etc.
- > Midnight Madness-type events

For the avoidance of doubt, nothing herein shall prevent University from offering such events, without sponsorship, and on consultation with Learfield if such event involves a third party company for example a licensed merchandise retailer, and any revenue shall not be included in the calculation of the AGR.

2.12.5 Licensing Opportunities & Retail Promotions. Commensurate with historical broadcast and sponsorship agreements, and subject to existing licensing agreements, University grants Learfield the right to use University's name, trademarks, service marks, logos or symbols as identified at Schedule 2.12.5 on a royalty free basis to Learfield and its sponsors with regard to any promotions, sponsorships, commercial endorsements, or any other marketing activities covered in this Agreement; provided, however, that (i) University has approval, not to be unreasonably withheld or delayed, of all artwork produced by Learfield and/or sponsors, media partners and other third parties with whom Learfield contracts in accordance with this agreement, that bear the University's name, team name and/or other trademarks including University's logos, the blue field and other indicia that identify the University such as the college colors of blue and orange and the mascot and (ii) Learfield agrees that the sale or distribution of University logo bearing merchandise by Learfield or a sponsor is prohibited unless such merchandise is acquired through a supplier licensed by the University or the University Bookstore, and all such merchandise or designs shall have first been approved by the Director of Trademark Licensing, such consent not to withheld unreasonably. For the avoidance of doubt, no party is permitted to sell product or services on

University campus except through the University Bookstore without University approval. If a sponsor wishes to distribute a product or service on University campus, whether as a giveaway or for a fee, Learfield shall first consult with University and University shall have right of approval over such distribution, not to be unreasonably withheld. Learfield shall have the right to offer to sponsors the ability to enter into retail promotions, which make use of a University logo, such as using the University logo in point of sale materials ("Specific Sponsorships"). Learfield shall have the right to sell Specific Sponsorships throughout the Term of this Agreement and shall consult with University in respect of the same. The style and presentation of the Specific Sponsorship shall be submitted in writing or via email to the Director of Trademark Licensing for approval. If Learfield does not receive an approval or non-approval within seven (7) business days of its submission, the style and presentation of the Specific Sponsorship will be deemed approved by the University.

Learfield and those Learfield sponsors of University will have the right to use tickets in their retail promotions and all their projects which are related to Learfield's rights under this Agreement. Subject to the Exclusions and Excluded Sponsorships referred to in sections 3.9 and 3.10 respectively, the Parties agree not to allow the use of athletic event tickets for promotional purposes that specifically compete with Learfield's sponsorship sales efforts ("Restriction") by all other parties without the approval of University and Learfield, not to be unreasonably withheld. To the extent possible, University agrees to place an appropriate notice on all athletic event tickets in order to give effect to the Restriction.

2.13 Rivalry Series. The Parties will cooperate in the development of additional promotional marketing opportunities, including, but not limited to, the right to market and/or create one or more corporate-sponsored rivalry series for all athletic events. Specific details of

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any new rivalry series events will require the approval of the University in its sole discretion. Any rivalry series which is created by Learfield as well as all neutral site games whose rights belong to University and not the other team shall be Learfield's rights on an exclusive basis, including sponsorships, game sponsorships, print rights and all other promotional items. Notwithstanding the foregoing, and subject only to reciprocal rights granted to the rival school, University shall retain all rights in and to, including merchandise rights, the Rivalry Series which shall continue beyond the Term. As part of any future agreement for a neutral site game whose rights belong to University, University will not permit the solicitation of any University/Learfield client in a major sponsorship category (including, but not necessarily limited to, telephone, insurance, banking, and automobile), and will not permit the solicitation of any competitor of Learfield client in a major sponsorship category, for a title sponsorship and secondary or "presenting" sponsorship.

2.14 Relocation of a University Home Game. If during the Term, one of the University's home football games is moved to a neutral location or to the visiting team's location ("Displaced Game"), a fair and equitable reduction in the Guaranteed Royalty Fee and a corresponding adjustment to the Revenue Share Hurdle amounts shall be negotiated in good faith by the parties in recognition of the sponsorship revenue affected which results from a Displaced Game; provided, however, if the Displaced Game is replaced in the same season with another home game involving another team in the University's conference or a team which is comparable in stature, national prominence of its program or national ranking to the team which is involved in the Displaced Game or a team which is a traditional rival of University, then there shall not be any reduction in the Guaranteed Royalty Fee or any increase in the Revenue Share Hurdle Amount.

3.1 Tickets and Parking Passes. Throughout the Term, University shall provide Learfield, at no cost to it, the number of tickets and parking passes specified in Schedule 3.1, which shall be no less than the same historical number of season and individual tickets in the same or better historical locations to football, men's and women's basketball games and other University intercollegiate games which were provided or allocated to sponsors, as well as TV and radio broadcast providers and rights holders, for the 2008 - 2009 Athletic Year. Said tickets and parking passes shall be of the same or better quality as to locations previously provided by University. In addition, Learfield shall have the right to purchase additional tickets from University, if available, the quality of which will be based upon availability and the tickets afforded the highest level of donor status by University ("Additional Tickets"). The price for the Additional Tickets shall be the lowest available price charged by University for the same quality of ticket together with the associated Bronco Athletic Association fees and any other dues required for third party purchase of the applicable tickets. Learfield shall have the right to purchase additional parking passes from University, if available, at the lowest available price charged by University.

During each year of the Agreement, University will provide Learfield the right to purchase up to 200 bowl game tickets; 24 men's and women's WAC Conference Basketball all session tournament tickets; 30 men's and women's basketball NCAA first- and second-round tickets; 30 NCAA men's and women's regional tickets; and 50 Men's and Women's Final Four tickets, provided that University is participating in the applicable game. The quality of the tickets allocated to Learfield will be proportional to the quality of the total tickets made available to University. If, for example, one-third of University's tickets are in the lower level

of the WAC Tournament, one-third of Learfield's allocation of tickets will be in the lower level, as well. University will provide parking passes at cost to Learfield on an "as available" basis. In addition, University will provide at no cost to Learfield, four (4) VIP parking passes to all University athletic events (football passes are for reserved spots) and two VIP reserved spots through the University's Club seat program for football. Notwithstanding the foregoing, University shall be able to give away tickets in return for operational services provided to University and other trade provided that such activity does not impinge upon the sponsor rights granted to Learfield hereunder.

2009 - 2010 Athletic Year, including the St. Luke's-Idaho Elks Agreement, such agreements and the revenue therefrom shall belong to Learfield, excluding the Boise Office Equipment Agreement which University will not renew or extend and will receive the revenue therefrom through June 30, 2011. Except for the Boise Office Equipment agreement through the 2010 - 2011 Athletic Year only, any revenue that University receives from an advertising or sponsorship agreement which extends past the 2009-2010 Athletic Year shall be paid to Learfield by University, failing which, the amount of such revenue shall be deducted from the Guaranteed Royalty Fee.

3.3 Credentials; Parking and Travel:

University will also provide all-access credentials and parking on all game days for Learfield's staff members and, from time to time, members of its senior staff.

A. To the extent that there are seats and sufficient capacity, and subject to

University's head coach's approval, University will pay for the travel expenses for Learfield's radio crew (consisting of 3 persons) on the team's charter to such away football games in which University's teams appear but Learfield will be responsible for the broadcasting crew's hotel, per diem, and if applicable, commercial airline or vehicular travel, expenses. Learfield shall use best efforts to ensure that such radio crew comply with University's policies and guidelines with respect to their attendance on such charter and University reserves the right to prohibit such radio crew from such charter flights if the radio crew does not follow the University's policies and guidelines. If available, University will further provide Learfield with space on any chartered aircraft carrying University's football team for up to four (4) persons and a Learfield staff member for Learfield's client development, provided that all such persons shall comply with University's policies and guidelines with respect to their attendance on such charter. University shall charge Learfield for such seats at cost.

- B. Notwithstanding anything hereunder, all seats on any charter flights shall be subject to University's approval and subject to University's operational needs and also the respective coach's approval.
- C. Learfield shall be responsible for all costs in association with the broadcasting crew including hotel, per diem, commercial airline or vehicular travel, expenses for all other games.
- 3.4 Office Space. University acknowledges and agrees that Learfield's performance under this Agreement and the resulting benefits to University will be better enhanced if Learfield is provided office space on the campus of University, preferably near or within University's Athletic Department. University will provide appropriate office space and the use of existing office furniture in a University athletic facility to Learfield during the Term of

the Agreement ("Leased Premises") at no additional cost to Learfield. Any changes or enhancements relative to the Leased Premises and furniture therein shall be at the sole cost and expense of Learfield, and shall be at the prior written consent of University. The Leased Premises shall be of a size and quality to accommodate four (4) full-time Learfield employees and one intern. Learfield may hire additional personnel in consultation with University. University will establish telephone and internet access to Learfield in the Leased Premises at no cost to Learfield; however, Learfield will be responsible for reimbursing all related charges other than the set up fees including but not limited to the monthly charges and long distance toll charges. In addition, Learfield will be responsible for paying for out-of-pocket expenses such as office supplies. University will pay for all utilities relating to the Leased Premises. If Learfield needs to expand its staff to carry out its responsibilities under this Agreement, subject to availability, University shall use its best effort to provide Learfield additional office space, rent-free, to accommodate such need in reasonable proximity to Learfield's Leased Premises, or in different space large enough to accommodate all of Learfield's needs. Learfield shall comply with all labor laws and regulations as specified further in section 8.20 below.

3.5 Efficient operation. Except as otherwise provided in this Agreement, Learfield will furnish all labor, management, supplies, and equipment necessary to fulfill its obligations herein; provided, however University will provide non-financial assistance for sponsorship fulfillment and execution at no expense to Learfield (such as the implementation of an on-field or on-court contest during pre-game, halftime or a time-out, provided that such assistance required is reasonable and within University's staffing capacity). Learfield shall provide the necessary number of staff personnel as are reasonably required for Learfield to

perform its obligations under this Agreement. It is anticipated that Learfield will require four (4) staff personnel including a General Manager with at least 7 years of applicable experience. University shall have the right to approve the General Manager, which approval will not be unreasonably withheld so long as the General Manager has sufficient prior experience to carry out his duties and responsibilities and shall be consulted in respect of all staff to be hired by Learfield to work for Bronco Sports Properties.

- 3.6 Permits. Learfield will be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent University rules and policies and municipal, county, state and federal laws, and will assume liability for all applicable taxes including but not restricted to sales, income and property taxes.
- 3.7 Successful Performance. Recognizing that successful performance of this Agreement is dependent on mutual cooperation between the Parties, Learfield will meet periodically with University to review Learfield's operations pursuant this Agreement and make necessary adjustments. Learfield will at all times recognize that University is a State university and Athletics is only part of the institution and therefore, Learfield will take this fact into account as part of its mutual cooperation with University.
- 3.8 Blogs. University acknowledges and agrees that it is the exclusive right of Learfield to provide ongoing, regular and real time coverage of University athletic events which not only includes the game itself but also includes pre-game, half-time, quarter breaks and post-game broadcasts ("Game Coverage"). University further acknowledges that the right to provide any type of commercial sponsorship or promotion in such "game coverage" on a blog or other similar means which features, describes, includes or discusses any University team in action as it occurs or "Game Coverage" (including any pre-games, half-time, quarter

breaks or post-game) is an exclusive right belonging solely to Learfield ("Blog Sponsorship".) This Blog shall be made available on University's OAS and nothing herein shall prevent University from writing its own blog(s) provided that no University written blog relating primarily to Athletics may contain any type of commercial underwriting or commercial sponsorship or advertising of any kind. If either University or Learfield become aware of any third party blog which includes blog or blog-type Game Coverage or Blog Sponsorship or a blog which violates the Conference Policy (collectively a "Violating Blog"), University will act reasonably to attempt to arrive at a satisfactory solution to eliminate the Violating Blog. Notwithstanding the foregoing, failure by University to eliminate a Violating Blog shall not be considered a material breach of this Agreement.

- 3.9 Exclusions. Learfield acknowledges that none of the revenue associated with the agreements as referenced in Schedule 3.9 to this Agreement ("Excluded Agreements") shall belong to Learfield; provided, however, Learfield shall have the right to pursue and sell to those Excluded Agreement parties additional sponsorship opportunities not specifically covered by the terms of the Excluded Agreements.
- 3.10 Excluded Sponsorships. Notwithstanding anything contained in this Agreement to the contrary, Learfield agrees that it shall not sell the following categories of sponsorship or sell any advertising right to any company that engages in the following businesses throughout the Term of this Agreement, unless otherwise agreed to by University, which approval may be withheld in University's sole discretion for no reason:
 - Gambling (except the State authorized lottery). Establishments which provide
 gambling but also have other recognized sources of income such as a spa and
 resort are permissible sponsors so long as the sponsorship makes no reference to

the gambling aspects of the establishment.

- All Liquor (except that television broadcasts may include paid for advertising,
 but not sponsorship, from malt beverage or wine companies)
- Prophylactics
- Feminine hygiene products
- Tobacco products
- Sexually explicit materials.
- Adult entertainment
- Religious and/or political materials
- Ammunition and firearms
- Competitors of University which for purposes of this Agreement shall be limited only to other higher education institutions or competitors of the University Bookstore/Bronco Shop being including but not limited to bookstores and fan stores such as the Blue & Orange Store.
- Material that could be considered defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public or may cause harm to student-athlete health, safety and welfare
- Advertising that may bring discredit to the purposes, values, principles or mission of the NCAA or University or may negatively impact the interests of intercollegiate athletics or higher education.

Learfield agrees that in exercise of its rights granted hereunder, it shall ensure that any advertising, sponsorship or other representation of the University shall be mindful of and

consistent with the good image, message and reputation of the University. Furthermore Learfield shall use reasonable efforts to ensure that all sponsors, advertisers, media partners and other parties with whom Learfield enters into arrangements with in accordance with the terms of this agreement, shall be mindful of and consistent with the good image, message and reputation of the University and that promotion or recognition of such third party will not materially distort or impair the presentation and image of the University, its Athletics program and the respective teams.

Agreement, Learfield will pay University a Guaranteed Royalty Fee in such amounts as set forth below. The Guaranteed Royalty Fee described below is based upon all of the following assumptions being completely accurate (collectively the "Assumptions"): (a) that at a minimum, the inventory available to Learfield for sponsorship sales shall be not less than the inventory which was available for sponsorship sales for the 2008 - 2009 Athletic Year and will include all the signage inventory available in the Taco Bell Arena including the signage sold to Cactus Pete, Jiffy Lube, Chevron and the Boise Airport ("Base Sponsorship Inventory"); (b) all of the exclusive rights described under this Agreement are available to Learfield throughout the Term; (c) all of the historical sales information provided by University to Learfield is accurate and the amounts set forth in the agreements between the University and its sponsors and advertisers are collected in full by University; and (d) except for the Excluded Agreements (but not the Boise Office Equipment Agreement), there are no advertising or sponsorship agreements which extend past the 2009 – 2010 Athletic Year. If any or all of the Agreement, do not occur, are not accurate or do not remain in effect for the entire Term of the Agreement,

then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee, save that in the event that the Assumptions in subparagraph (a) or (c) above are not accurate the Guaranteed Royalty Fee will be adjusted downward on a dollar-for-dollar basis accordingly. If the Base Sponsorship Inventory or elements are materially reduced or eliminated, University will either replace inventory or alleviate those issues specifically identified by Learfield in writing associated with such inventory to Learfield's reasonable satisfaction failing which the Guaranteed Royalty Fee will be adjusted downward on a dollar for dollar basis. All Guaranteed Royalty Fees owed by Learfield shall be paid one-half on December 31 and one-half on June 30 of each Athletic Year with a final distribution of any income derived through the agreed AGR formula or other adjustments made on or before August 31st of the following Athletic Year.

Athletic Year	Guaranteed Royalty Fee
2010 – 2011	\$2,135,000°
2011 – 2012	\$2,260,000
2012 – 2013	\$2,335,000
2013 – 2014	\$2,410,000
2014 – 2015	\$2,485,000
2015 – 2016	\$2,560,000
2016 – 2017	\$2,635,000

If the University exercises its option for each Extended Period, the Guaranteed Royalty Fee for each Extended Period shall be as follows:

2017 - 2018 \$2,710,000

^{*} This amount reflects a \$50,000 reduction to accommodate the University's retention of that amount from the last year of the University's contract with Boise Office Equipment.

2018 - 2019

\$2,785,000

2019 - 2020

\$2,860,000

- 4.2 Reduction to Guaranteed Royalty Fee. Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable reduction in the Guaranteed Royalty Fee Payment will be agreed upon by Learfield and University if any one or all of the following events occur and thereby reduce Learfield's revenue during the Term of this Agreement, which reduction will be negotiated in good faith by the Parties unless another manner of reduction is otherwise provided in this Agreement:
- A. University's football, men's or women's basketball team incurs sanctions which prevent the team from appearing in conference championship games or post season conference tournaments, NCAA, or NIT tournaments (basketball) or playoff/bowl games (football):
- B. The men's football, men's basketball or women's basketball program is eliminated or substantially curtailed; or
- C. Should any acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics or any natural disaster, including, but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather condition, drought, loss of power, whether or not resulting from a natural disaster, prevent a University game being played at its originally scheduled athletic venue. However, the Parties recognize that it is preferred that University reschedule a game at a different date or time in an effort to keep the game as a home game instead of moving the location of the game to the visiting team's home venue or moving the game to a neutral venue; or
- D. If Learfield is not permitted to sell any and all categories of sponsorships not specifically prohibited herein, or to sell to any and all sponsors other than those specifically



excluded herein, or to continue to sell all inventory managed or sold by Learfield at any time during the Term of this Agreement, or should the NCAA, the WAC or the University disapprove of any commercial inventory, category, or sponsor that had been previously allowed by the NCAA, the WAC or University for any reason other than compliance with policies, regulations and laws which existed as of the date of the RFP, and such disallowance results in a material deviation in the type, kind or quantity of inventory provided to Learfield and University fails, upon receipt of written notice from Learfield of such a deviation, to cure such deviation within sixty (60) days of such notice, in such case, and both parties have used best efforts to mitigate the material deviation, the University agrees in advance that, pursuant to Section 4.1, then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee based upon the amount of commercial sponsorship or sponsorship dollars that were lost due to the exclusion of said sponsor or inventory; or

- E. All of the events described in this Section 4.2 and elsewhere in this Agreement which give rise to a reduction in the Guaranteed Royalty Fee are hereafter singularly referred to as an "Adjustment Event" and collectively as "Adjustment Events". Examples of Adjustment Events are:
 - the NCAA eliminates malt beverage advertising and Learfield is able to show that it has been financially adversely affected by such decrease;
 - the Base Sponsorship Inventory is reduced or adjusted;
 - Learfield is prohibited from selling specific sponsorships which were sold by
 University at the same or higher historical levels; and
 - a decrease in the number of games available through Third Tier Television

Rights from that which was historically available and Learfield is able to show that it has been financially adversely affected by such decrease.

Provided however that University exercising its approval rights shall not be considered an "Adjustment Event", unless it was an approval right that was not to be unreasonably withheld and University was unreasonable in its withholding of such approval.

4.3 Conference Change. Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable increase in the Guaranteed Royalty Fee Payment may be negotiated in good faith and agreed upon by Learfield and University if University's men's football, men's basketball or women's basketball is moved to a conference other than WAC and/or the WAC becomes a BCS Conference during the Term of this Agreement.

will pay University, on or before August 31st of the following Athletic Year, 50% of collected Adjusted Gross Revenue ("AGR") that exceeds the Revenue Share Hurdle set forth below ("Revenue Share Amount"). Any amounts collected after August 31st of each Athletic Year will be added to the calculation of AGR for the applicable year and paid when collected. AGR is defined as collected gross revenue (defined as total cash revenue, billed and collected, , less agency commissions and third party rights fees such as NCAA or NIT related sponsorship fees) as well as all other direct out-of-pocket promotional costs such as tickets and client fulfillment expenses provided that all such costs have first been approved by University.

Athletic Year	Revenue Share Hurdle	
2010 - 2011	\$3,885,000	
2011 - 2012	\$4,035,000	

2012 – 2013	\$4,335,000
2013 - 2014	\$4,445,000
2014 - 2015	\$4,485,000
2015 - 2016	\$4,635,000
2016 – 2017	\$4,785,000

If this Agreement is extended for the Extended Period(s), the Revenue Share Hurdle Amount shall be as following during each Extended Period:

2017 – 2018	\$4,935,000
2018 – 2019	\$5,085,000
2019 – 2020	\$5,235,000

Notwithstanding anything contained in this Section 5.1 or elsewhere in this Agreement to the contrary, if an Adjustment Event or Adjustment Events occur, the Revenue Share Hurdle amounts set forth above will likewise be adjusted to reflect the loss of revenue derived by Learfield under this Agreement. The amount of such adjustment shall be negotiated in good faith by the Parties.

6.1 Trade. In addition to the promotion benefits referenced in section 7.3 below, Learfield will use its best efforts to renew for University during each year of the Term up to the same amount of non-media in-kind-trade benefits in exchange for sponsorship rights which exists in the 2008 - 2009 Athletic Year which is valued at \$150,000 ("Threshold Amount"). For the avoidance of doubt, University shall be responsible for any trade, including hotel and

automobile lease/transport trade whereby University exchanges tickets for goods or services in kind, but shall not give such partners any rights in inventory granted to Learfield under this Agreement other than that which has been provided to them historically and which shall be in consultation with Learfield. Learfield will also use its best efforts to secure during each year of the Term at least \$150,000 of additional in-kind-trade benefits in exchange for advertising or sponsorship rights granted hereunder above the Threshold Amount ("Additional Trade Amount"). The Threshold Amount and the Additional Trade Amount shall be referred to herein as the "Total Trade Amount". University shall have approval of all such trade agreements, which approval will not be unreasonably withheld. All trade must be for University's athletic marketing purposes only and will not be affected by any trade obtained by the University. Any in-kind-trade renewed or secured by Learfield will not reduce the amount of cash donations or contributions. Learfield reserves the right to substitute alternative inventory to current trade customers if those customers are otherwise displacing cash paying customers with University's approval, which approval will not be unreasonably withheld. In the event that Learfield does not obtain in-kind trade benefits for University of value up to the Total Trade Amount, University shall have the right to enter into in-kind trade agreements with third parties without further recourse to Learfield.

7.1 Extension Bonus.

(i) If University exercises all three (3) of its one year options to extend the Term of this Agreement to include the Extended Period, as set out in Section 1.1(i) above, Learfield will pay University an extension bonus in the aggregate amount of \$500,000 once University exercises the third one year option, to be paid no earlier than July 1, 2017;

- (ii) If University exercises one option for an extension of three years to extend the Term of this Agreement to include the Extended Period, as set out in Section 1.1(ii) above, Learfield will pay university an extension bonus in the aggregate amount of \$500,000 on July 1, 2015.
- 7.2 Capital Stipend. Beginning August 31, 2011, Learfield will provide University with a capital stipend of One Million Dollars (\$1,000,000) ("Capital Stipend"). Such Capital Stipend shall be payable ratably over the remaining Athletic Years of the Initial Term or as otherwise agreed with University, such approval not to be unreasonably withheld and consistent with both University and Learfield's goals to provide significant capital improvements to University Athletics' venues. University agrees that all of the Capital Stipend shall be expended by University toward its procurement of new University athletic venue sponsorship assets which will provide Learfield with additional sources of revenue opportunities and venue enhancements. By way of example, the Capital Stipend could be used by the University to help fund new video boards in the Stadium and/or in the Taco Bell Arena, or new scoreboards or LED or reader boards for football and basketball. All sponsorship opportunities with respect to all of these assets shall belong exclusively to Learfield and all revenue generated therefrom shall belong exclusively to Learfield and shall be included in the calculation of AGR. University agrees that Learfield shall have input into the final decisions regarding which new assets will be installed in which athletic venue with the Capital Stipend as well as input into the "value engineering" of the sponsorship elements associated with these assets. University agrees that it will use its best efforts to use the Capital Stipend to purchase (or assist in the purchase) of assets or inventory at the athletic venue which is sold out on a regular basis or where the inventory at an athletic venue is already maximized (only the

Stadium or the Taco Bell Arena).

7.3 Additional Incentives.

- 7.3.1 Outdoor Sponsorships. Learfield will provide University throughout the Term through Lamar Outdoor the same amount of billboard sponsorships historically provided to University during the 2008 2009 Athletic Year.
- 7.3.2 Radio Promotion. Learfield will provide University throughout the Term not less than the amount of radio promotion offered by the University's flagship station historically provided to University during the 2008 2009 Athletic Year.
- 7.3.4 Television Promotion. Learfield will provide University throughout the Term not less than the same amount of television promotion provided by television station KTVB historically provided to University during the 2008 2009 Athletic Year.
- 7.3.5 Print and Newspaper Promotion. Learfield will provide to University throughout the Term not less than the same amount of newspaper promotion provided by the Idaho Statesman and if possible, the amount of sponsorship currently provided by Yellow Pages and Impact.
- above, Learfield shall pay to University a "DVD Guarantee". This DVD Guarantee shall be calculated by taking the average of the annual revenue received by the Athletics Department of the University in respect of its football DVDs for the football seasons 2005/06 through 2009/2010 excluding, however from the calculation, the highest annual payment and the lowest annual payment received during that time period ("Initial DVD Guarantee Amount"). Annual shall mean calendar year. In addition to the Initial DVD Guarantee Amount, if Learfield produces and sells a football DVD, Learfield shall pay University an additional payment, if

any, computed as follows: From the gross revenue collected by Learfield from DVD video sales there shall be subtracted therefrom the following: (i) approved production and distribution costs which shall be deemed approved if they are consistent with production and distribution costs incurred by Learfield or its Affiliates at other universities; and (ii) the Initial DVD Guarantee. University shall then receive 75% of the resulting amount, if any, and Learfield shall retain 25% of the resulting amount, if any. In no event however shall any of the revenue from DVD video sales be included in the calculation of AGR.

- 8.1 General Terms and Conditions. The terms and conditions contained in this Agreement will govern and will take precedence over any different or additional terms and conditions which Learfield or University may have included in any documents attached to or accompanying this Agreement, in the RFP and the response thereto or any letters between the Parties thereafter. Any handwritten changes on the face of this document will be ignored and have no legal effect unless initialed by both Parties.
- 8.2 Choice of Law, Forum Selection, Entire Agreement and Amendment. This Agreement will be construed under Idaho law (without regard for choice of law considerations). This Agreement and the Schedules attached hereto constitutes the entire agreement and understanding of the Parties and replaces any prior or contemporaneous agreement, whether written or oral, including, but not limited to the RFP. No amendments to this Agreement will be effective unless in writing and signed by the Parties. The State courts located in Ada County, Boise, Idaho, shall have exclusive jurisdiction over any disputes relative to this Agreement.

- 8.3 Assignment. Learfield may not assign any rights or obligations of this Agreement without the prior approval of University, which approval will not be unreasonably withheld. In the event of any assignment, Learfield shall remain responsible for its performance and that of any assignee. This Agreement will be binding upon Learfield, or its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement will be void. Notwithstanding anything contained in this Section 8.3 to the contrary, Learfield will have the right to assign this Agreement and its rights and obligations hereunder to an entity it either controls (owns more than 50%) or manages.
- 8.4 Termination. Either party may terminate this Agreement in whole or in part for cause upon ninety (90) days written notice if the other party fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Notwithstanding anything contained in this Section 8.4, the terminating party must state with particularity the specific matters of the other party's non-compliance, whereupon the other party shall have ninety (90) days to cure such matters, or such longer period if said other party is diligently pursuing a cure. In the event of any material noncompliance on the part of Learfield, Learfield shall continue to pay its Guaranteed Royalty Fee under this Agreement unless Learfield's noncompliance is a result in whole or in part by the actions or inactions of University; provided, however if University elects to administer the rights herein itself, any amounts collected by University from such rights in respect of contracts entered into by Learfield shall offset Learfield's obligation to pay the Guaranteed Royalty Fee by such amounts.
- 8.5 Independent Contractor. Learfield will perform its duties hereunder as an independent contractor and not as an employee of University. Neither Learfield nor any agent

or employee of Learfield will be or will be deemed to be an agent or employee of University. Learfield will pay when due all required employment taxes and income tax withholding, including all federal and state income tax and any monies paid pursuant to this Agreement. Learfield and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from University. Learfield will be solely responsible for the acts of Learfield, its employees and agents. Learfield shall provide worker's compensation for all its employees and indemnify and hold University harmless therefrom.

- **8.6** Non-Waiver. No waiver by any party of any default or nonperformance will be deemed a waiver of subsequent default or nonperformance.
- 8.7 Audit and Retention of Books and Records. University will have the right upon reasonable notice to Learfield, (not more than once per year, and once during the three years following the termination of this Agreement) to inspect and copy such books, records, and documents (in whatever medium they exist) related to the collection of monies, payment of expenses and calculating of the AGR hereunder. Learfield will make such items available for inspection during normal business hours at such location as Learfield's financial books and records are maintained. All such items will be retained by Learfield during the term of this Agreement and for a period of five (5) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Agreement will be retained by Learfield, its agents and subcontractors, if any, until the later of the date when the claim has been resolved or five (5) years after the date of final payment under this Agreement. As part of its right of inspection and copying and not in addition thereto, University will have the right to conduct a formal audit or hire an independent auditor to audit such records. Learfield agrees to

cooperate with the audit and provide access to all books and records required to verify AGR. In the event that such audit reveals unpaid monies due the University, Learfield shall make immediate payment of balances owed with plus interest, calculated at the rate of six percent (6%) per annum, calculated from the date such amount originally became due under this Agreement. In the event any such discrepancy is in excess of Fifty Thousand Dollars (\$50,000.00), Learfield shall also reimburse University for the reasonable costs associated with such inspection, including but not limited to, reasonable attorney's fees and legal costs incurred in connection therewith.

- 8.8 University Information; Learfield Information. Learfield agrees that any information it receives during the course of its performance, which concerns the personal, financial, or other affairs of University, its regents, trustees, directors, officers, or employees will be kept confidential and in conformance with all state and federal laws relating to privacy. University agrees that any information it receives from Learfield under this Agreement which concerns the personal, financial or other affairs of Learfield, its members, stockholders, officers, directors, employees and sponsors including, but not limited to, sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by Learfield to University will be kept confidential and in conformance with all state and federal laws relating to privacy.
- 8.9 Insurance. At all times during its performance under this Agreement, Learfield will obtain and keep in force, at its own cost, comprehensive general and professional liability and general liability insurance, including coverage for death, bodily or personal injury, property damage, including product liability, libel and slander, media and broadcasting liability and automobile coverages, with limits of not less than \$1,000,000 each claim and \$1,000,000

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each occurrence along with business interruption insurance eoverage. All certificates evidencing such insurance, will be provided to University upon its request, will name University and its trustees, directors, officers and employees as additional insureds, and will provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. Learfield represents that it has and will maintain during the Term worker's compensation insurance to the extent required by Idaho law.

8.10 Indemnification. Learfield agrees to defend, indemnify and hold harmless the State of Idaho, the University, their trustees, directors, officers, employees and agents from all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs, expenses, and attorneys' fees, which arise from the negligent acts and omissions of Learfield, its employees, officers and agents under this Agreement. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929 known as the Idaho Tort Claim Act, the University agrees to defend, indemnify and hold harmless Learfield, its members, employees, officers, directors and agents from all liabilities, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs and expenses, and attorneys' fees, which arise from the negligent acts or omissions of University, its trustees, directors, officers faculty, students, employees and agents. In the event of litigation by any party to enforce the terms and conditions of this Agreement, the prevailing party will be awarded costs and reasonable attorneys' fees.

8.11 Notices/Administration. Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver will be in writing and delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class,

certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other addresses as such party may designate by notice given pursuant to this section:

If to University:

BOISE STATE UNIVERSITY

Attention: Gene Bleymaier, Director of Intercollegiate Athletics

Boise, Idaho 83725

Facsimile No: (208) 426 1174

E-mail Address gbleymaier@boisestate.edu

With a copy to:

BOISE STATE UNIVERSITY

Attention: General Counsel (Kevin Satterlee)

1900 University Drive,

Boise, Idaho 83725

Facsimile No: 208) 426 1345

If to Learfield:

BRONCO SPORTS PROPERTIES, LLC

c/o Learfield Communications, Inc.

Attention: Greg Brown

2400 Dallas Parkway, Suite 500

Plano, TX 75093

Facsimile No: (469) 241-0110

E-mail Address: gbrown@learfield.com

With a copy to:

Philip A. Kaiser

The Kaiser Law Firm, P.C.

12231 Manchester Road, First Floor

St. Louis, MO 63131

Facsimile No: 314-966-7744

E-mail Address: phil@kaiserlawfirm.com

8.12 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, will not be affected and

each provision of the remainder of the Agreement will be valid and be enforceable to the fullest extent permitted by law.

- 8.13 Survivability. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder will so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.
- 8.14 Force Majeure. No Party will be considered to be in default of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not restricted to, acts of God or the public enemy, including, but not limited to, acts of terrorism, acts of state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party.
- 8.15 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which will constitute one Agreement.
- 8.16 Non-Solicitation by University. University agrees that during the Term of this Agreement, and for a period of twenty-four (24) months, after its termination, irrespective of the reason for its termination, shall not directly or indirectly, hire or solicit an officer, general manager, assistant general manager, or account executive of Learfield or encourage any such person to terminate its relationship with Learfield without first obtaining consent from Learfield. University acknowledges that its breach of this section shall entitle Learfield to injunctive relief.

- 8.17 Headings. The headings of the sections of this Agreement are used for convenience only and do not form a substantive part of the Agreement.
- 8.18 Injunctions. In addition to any other remedies permitted by law, should any Party violate the terms set forth herein, the violating party shall be entitled to injunctive relief against the other to restrain any further violation of these provisions. Should any Party be successful in this endeavor, the other party shall pay all costs and expenses associated therewith, including reasonable attorney's fees.
- 8.19 University's Representations and Warranties Regarding Learfield's Rights Under this Agreement. University represents and warrants to Learfield that (a) University has the absolute right to grant and license the rights described in this Agreement to Learfield and provide Learfield and/or its sponsors all of the benefits described in this Agreement as well as those benefits at the historical levels provided by University to sponsors, (collectively the "Licensed Rights and Benefits"); (b) there are no oral or written agreements, contracts, options or other documents of any kind which University has entered into which would in any way impair or inhibit Learfield from exercising the Licensed Rights and Benefits on an exclusive basis; (c) University is authorized to timely carry out and/or fulfill any obligation of University to Learfield under this Agreement; and (d) Throughout the Term, except as otherwise specifically provided in this Agreement, University shall not directly or indirectly grant any third party any of the Licensed Rights and Benefits granted to Learfield under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, if University materially breaches the provisions of this Section 8.19, an adjustment to the Guaranteed Royalty Fee and the Guaranteed Naming Rights Fee that Learfield will pay University under this Agreement shall be negotiated in good faith in order to recognize and account for the revenue that cannot

be obtained by Learfield as a result of such material breach. Notwithstanding the foregoing, and notwithstanding anything in this Agreement, in the event that a University department other than the Athletics department enters into a sponsorship or advertising agreement, in association with an Athletic event and held on campus (a "Non-Athletics Activity") that could compromise the rights granted herein by University to Learfield, such action shall not be deemed a material breach hereunder provided that the Athletics department uses best efforts to prevent such non-Athletics Activity reoccurring or ensuring that such Non-Athletics Activity does not compromise Learfield's rights in the future.

8.20 Code of Fair Practices. Learfield shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Learfield shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnamera/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this Agreement, Learfield shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Learfield's non-compliance with the above non-discrimination clause of this contract or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part and Learfield may be declared ineligible for further contracts with the University. In addition, the University may

take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the laws of Idaho.

8.21 Laws and FCC Regulations Learfield agrees to, and shall ensure that its partners, abide by all laws of the Federal government, the State of Idaho and any other state, municipal or governmental entity associated with its activities under this Agreement. It further agrees it will be responsible for securing and paying for all permits necessary to fulfill its obligations under this Agreement. Learfield agrees to operate, and ensure that its media partners operate, both radio and television network activities in strict compliance with all applicable Federal Communication Commission regulations and all rules and regulations of the WAC Conference or any other applicable conference, as well as, the National Collegiate Athletic Association.

9.0 Miscellaneous.

- 9.1 "Best Efforts" whether or not such term is capitalized shall mean a diligent, reasonable and good faith effort by a Party to accomplish an objective, but does not require its accomplishment. Such degree of effort will take into account unanticipated events and the exigencies of continuing business, but does not require that events or exigencies be overcome at all costs. It only requires that commercially reasonable efforts be exercised within a reasonable time to overcome any hurdles and accomplish the objective, allowing the Party to give reasonable consideration to its own interests.
- 9.2 "Net Revenue" whether or not such term is capitalized shall mean Gross Revenue less those costs incurred by Learfield and agreed by University, provided that if the costs and budget are in line with those of any other Comparable Learfield Schools, as defined in Section 2.1 above, University shall not withhold approval.

- 9.3 Whenever consent or approval is required, unless otherwise provided herein, the consent or approval shall not be unreasonably withheld.. Learfield agrees that in exercise of its rights granted hereunder, it shall ensure that any advertising, sponsorship or other representation of the University shall be mindful of and consistent with the good image, message and reputation of the University. Furthermore Learfield shall ensure that all sponsors, advertisers, media partners and other parties with whom Learfield enters into arrangements with in accordance with the terms of this agreement, shall be mindful of and consistent with the good image, message and reputation of the University and that promotion or recognition of such third party will not distort or impair the presentation and image of the University, its Athletics program and the respective teams.
- 9.4 At the request of University, Learfield shall provide a copy of all fully executed advertising and sponsorship contracts to University's Director of Athletics or his/her designee responsible for marketing.
- 9.5 No contract entered into by Learfield with a sponsor shall exceed the term of this Agreement, unless approved by University. Potential sponsorship contracts extending past the term of this Agreement are to be brought to University. All sponsorship contracts that extend beyond the Agreement Term stated in this Agreement shall include language that automatically assigns and transfers the contract to University, should the Agreement terminate, be terminated consistent with this Agreement, or not be retained by Learfield due to a competitive bid process.
- 9.6 Learfield agrees it will not contractually restrict the ability of University to enter into business transactions with a sponsor or a competing business of a sponsor. Agreements cannot preclude other non-athletic events that utilize competing sponsors from being scheduled

in University venues and/or facilities including Taco Bell Arena and Bronco Stadium. Learfield may not enter into beverage pour rights contracts for University's facilities, beverage sponsorship contracts for University or beverage advertising contracts that reference University's athletic teams, facilities or events. Learfield may not enter into any contracts or agreements which could conflict with University's apparel contract with Nike (or the applicable provider).

It is understood that apparel and affinity card contracts will be maintained by the University and are not a part of this Agreement. Nothing contained in this Agreement shall prevent University from contracting for sponsorships, acknowledgments and fund raising activities, when such agreements are not associated with the University's Athletic Department, facilities, and teams.

10.1 Intellectual Property Both parties agree that University owns the intellectual property rights associated with the University, its athletic teams, its facilities and the associated events and broadcasts. The ownership of intellectual property, which results from activities associated with this Agreement, will remain with University. Each party shall retain ownership of any of its patents copyrights, trademarks, or intellectual property developed prior to the Effective Date of this Agreement. University shall also retain ownership of any patents copyrights, trademarks, or intellectual property developed by University or jointly developed after the Effective Date of this Agreement.

10.2 Use of University Marks: Learfield agrees that the broadcast and advertisement intellectual property rights defined herein shall belong to University. University will maintain all right, title and ownership in its name, trademarks, service marks, logos, symbols, college

colors and other licensed indicia ("University Marks and Indicia"). No rights may be obtained for trademark ownership of the University marks. Upon dissolution or expiration of this Agreement, all use of these items by Learfield shall cease. Learfield agrees that it shall comply with any and all style guidelines and use policies of the University in respect of University Marks and Indicia as may be amended from time to time.

10.3 Commercial Advertising. University reserves the right to charge royalty fees for uses of University Marks or Indicia in respect of any items sold at retail (which shall not be permitted without University's prior approval).

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IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date specified above.

BRONCO SPORTS PROPERTIES, LLC

By:

Learfield Communications, Inc.,

Sole Member

By:

Greg Brown President - Learfield Sports

BOISE STATE UNIVERSITY

By:

Name: Gene Bleymaier

Title: Director of Athletics

By:

Name: Stacy Pearson

Title: Vice President Finance and Administration

SCHEDULE 2.12.5

UNIVERSITY'S TRADEMARKS

BOISE STATE UNIVERSITY BOISE STATE BOISE STATE BRONCOS BRONCOS

















SCHEDULE 3.1

TICKETS TO BE PROVIDED BY UNIVERSITY TO LEARFIELD EACH ATHLETIC YEAR TO BE NO LESS THAN WHAT WAS PROVIDED TO SPONSORS IN THE 2008-09 ATHLETIC YEAR

Tickets provided to Sponsors by Boise State in the 2008-09 Athletic Year

CORPORATE				
PARTNER	FOOTBALL TIX	PREMIUM SEATS	BB TICKETS	
US Bank	4 President's Club	4 Club Seats	8 Season	
Verizon Wireless	16 Season	Season 16		
St. Luke's	38 Season + 20 End Zone for Bronco Bunch	8 Club Seats	18 Season	
Northwest Dodge Dealers	16 Season + 400 End Zone	4 Club Seats	36 Season	
Boise Hunter Homes	12 Season	1 Loge Box	12 Season	
Boise Office Equipment	16 Season	4 Club Seats	16 Season	
Carl's Jr.	12 Season		10 Season + 2 Courtside Seats	
Les Schwab	16 Season		12 Season	
Idaho Lottery	12 Season	4 Club Seats	12 Season	
S1 IT Solutions	12 Season		12 Season	
	4 Season + 20 End Zone			
Best Buy	Season		50 to a single game	
Blue Cross	20 End Zone Season		50 to a single game	
American Family	20 End Zone Season		50 to a single game	
Boise State Bookstore	20 End Zone Season			
Champion Windows	20 End Zone Season			
Chicago Connection	18 Season		4 Season	
Fiberpipe	8 Season	8 Season		
Franklin Bldg. Supply	20 End Zone Season			
Idaho Statesman	16 Season	· · · · · · · · · · · · · · · · · · ·	16 Season	
ISMI	20 End Zone Season		6 Season	
Impact Directories	6 Season		50 to a single game	
Lamar	26 Season		8 Season + 4 Courtside	
Old Chicago	20 End Zone Season		50 to a single game	
Pioneer Title	20 End Zone Season		To to a unigit game	
Pizza Hut	4 Season + 20 End Zone SEason		4 Season	
Powerbar	4 Season + 20 End Zone Season		4 Season + 50 to a single game	
Premier Insurance	4 Season			
Tates Rents	20 Season		4 Season	

CORPORATE PARTNER	FOOTBALL TIX	PREMIUM SEATS	
Zamzows	4 Season + 20 End Zone Season	FREMION SEATS	BB TICKETS 4 Season + 1,000
Agribeef	8 Season + 10 End Zone Season		during season
Like Nu Car Wash	4 Season + 20 End Zone Season		4 Season
FastSigns	20 End Zone Season		4 Season
Gym Outfitters	4 Season		
Old Spaghetti Factory	2 Season		20000
Quiznos	4 Season + 4 End Zone Season		2 Season
KWEI	10 End Zone Season		50 to a single game
Ram/Murphy's	20 End Zone Season		10 Season
Texaco	4 Season		
Clear Wireless	4 Season + 4 End Zone Season		
Peak Broadcasting	100 Season		100 Season

SCHEDULE 3.9

LIST OF EXCLUDED AGREEMENTS

Nike apparel contract
Coca-Cola pouring rights contract
Boise Office Equipment (expires June 30, 2011) (University will not renew or extend this agreement)
Agri-Beef – Stueckle Sky Center agreement

Boise State University - Bronco Sports Properties Approval Process

We have a number of approvals built into the contract between Boise State and Learfield/Bronco Sports Properties ("BSP"). In addition, over the eight years of working together, we have established an approval process beyond what is contractually required. The BSP General Manager attends key weekly Athletics staff meetings and, because BSP staff are fully integrated into the Athletics department, "consultation" and discussion occurs daily and weekly in the normal course of business.

Current contractual requirements:

Bronco Sports Properties ("BSP") is contractually obligated to meet with Athletics on a regular basis, and at least once a month, with the AD or his designee, and is to consult with Athletics on all proposed sponsors and sponsorship promotions, and to discuss "any unexpected problems arising therefrom to arrive at mutually satisfactory solutions" (section 1.2). In the contract, consultation rights are stated to both "foster growth in both amounts and the potential sources of revenue" for the Athletics department but, additionally to "foster a mutually beneficial environment for both parties." This includes the following contractual considerations:

- Learfield shall take into account that the University is a state University and that Athletics is only part of the institution. Furthermore Learfield shall take into account, the University's missions and goals (section 2.12.2 and section 3.7).
- Learfield shall not sell any "Advertising that may bring discredit to the purposes, values, principles or mission of the NCAA or University or may negatively impact the interests of intercollegiate athletics or higher education." (section 3.10)
- In exercising its rights, Learfield agrees to be mindful of and consistent with the good image, message and reputation of the University and to ensure that all sponsors and partners shall be mindful of this and that "promotion or recognition of such third party will not materially distort or impair the presentation and image of the University, its Athletics program and the respective teams." (section 3.10)

The university approvers as set out in the contract are:

- Athletics Director and/or designee for approval of sponsors, sponsorship and marketing concepts and annual game and event promotions sales plan; and
- University Trademark Licensing Director for approval of <u>all</u> artwork produced by Learfield and/or sponsors, media partners and other third parties bearing the university name, logos and other indicia including school colors, mascot and blue turf, for both marketing and other materials as well as co-branded merchandise for sponsor use; for promotional giveaway and/or for sale. Any such merchandise has to be produced through a university licensed vendor.

Practical application - consultation beyond contractual requirements

- In addition, over the years of established business, BSP and Boise State have built up a consultation and approval process beyond that which is contractually required.
- As mentioned above, BSP staff are integrated into the Athletics department. The BSP General
 Manager attends weekly meetings with Athletics external staff, Marketing, Media Relations, BAA and
 Ticket Office. Thus BSP is very much in the loop on what Athletics is doing at all times, and vice
 versa.
- The BSP GM is keenly aware of likely sensitivities in relation to potential sponsors and activities, even those outside the listed "Excluded Sponsorships", and will bring these specifically to AD's attention.
- Similarly, the BSP GM is aware, and takes consideration of key sponsorships and partnerships that have been entered into by the University and/or Alumni Association. If there is any potential conflict, or opportunity to work together, BSP General Manager will consult with AD or other University staff as appropriate.

- BSP staff will often notify with and/or consult with the Director of Trademark Licensing regarding advertising and marketing that they discover from non-sponsors that could be potential infringement of university trademarks and other intellectual property.
- BSP has respected those decisions by the university where a proposed partnership or sponsorship concept has been denied by the university without negatively impacting the AGR.

Boise State internal approval process

- Curt Apsey, AD, will consult with and/or escalate requests to General Counsel, Executive Committee, VPs and/or President's Office on an as needed basis.
- University's Director of Trademark Licensing, will consult with and/or escalate queries and requests
 to the Chief Operating Officer; General Counsel; AVP University Communications and Marketing;
 Director of University Sponsorships; Advancement/Alumni Association; and/or Student Affairs on
 an as needed basis.
 - Both the university and BSP feel that the more people that are brought in at the beginning, and their considerations heard, the better likelihood of success for a campaign and protection of the University name, brand and image.

BRONCO SPORTS PROPERTIES

EXAMPLES OF ACTIVIATION FOR BEER AND WINE CATEGORY USING ANHEUSER BUSCH AS EXAMPLE

DESIRED ADDITIONAL ASSETS FOR PARTNERSHIP IN BEER AND WINE CATEGORY

- IP Rights (Logo Usage)
 - Not On-Campus or In-Stadium
 - Promotional Items (On-Premise, 21+ Retail, Restaurant or Bar)
 - o Ex: Old Chicago, Cheerleaders etc
 - Retail Promotions
 - o Sweepstakes (Ex. Albertsons)
- Exclusivity
- Engagement / Activation
 - Social Media, Digital

All potential instances where use of marks are to be utilized will be submitted for pre-approval

ATTACHMENT 5

CO-BRANDED SCHEDULE POSTERS "ON-PREMISE" 21+ LOCATIONS



University marks are being used without university approval in association with beer and wine throughout the state. A partner, e.g. A-B, would help police it by having the sole rights to use Boise State marks.



An IP Rights agreement with a partner such as A-B allows Learfield and Boise State to police the market more effectively with one distributor having the sole rights and allows us to utilize the agreement in place to defend trademark infringement.

CONSENT - BAHR - SECTION II

POTENTIAL RETAIL SWEEPSTAKES

Ex: Albertsons





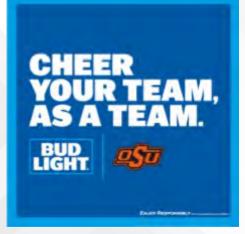
POTENTIAL COASTERS, TABLE FORMS 5 & PENNANT FLAGS "ON-PREMISE" 21+ LOCATIONS











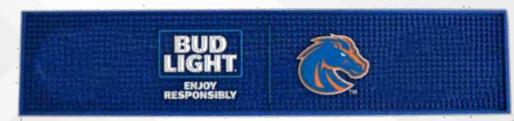


POTENTIAL CO-BRANDED ITEMS "ON-PREMISE" 21+ LOCATIONS









ATTACHMENT 5

POTENTIAL CONSUMER GIVEAWAYS "ON-PREMISE" 21+ LOCATIONS









Cups, Koozies, Key Chains etc -> Give Away on premise consent/Lightnesseemaibility messaging

POTENTIAL DIGITAL ENGAGEMENT

Engagement through social media



FACEBOOK POSTS & INSTAGRAM FILTERS

Posted on A-B accounts, Not University's.



BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

BOISE STATE UNIVERSITY and IDAHO STATE UNIVERSITY

SUBJECT

Revised Purchasing Policies for Boise State University (BSU) and Idaho State University (ISU)

REFERENCE

February 2009 BSU Annual Report to the Idaho State Board of

Education (Board), discussion of need for delegated

purchasing authority

February 2010 BSU Annual Report to the Board, discussion of need

for delegated purchasing authority

June 2010 Board approved BSU Model Purchasing Policy

August 2011 Board approved Colleges and Universities Revision of

Model Purchasing Policy

June 2016 Board approved Colleges and Universities Revision of

Model Purchasing Policy

November 2016 Board approved Colleges and Universities Revision of

Model Purchasing Policy

APPLICABLE STATUTE, RULE, OR POLICY

Section 67-9225, Idaho Code 2CFR Part 200

ALIGNMENT WITH STRATEGIC PLAN

Goal 4: Objective C: Productivity and Efficiency

BACKGROUND/DISCUSSION

The Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) are new federal regulations effective July 1, 2018. These revised regulations govern procurement of goods and services using funds from federally sponsored project awards.

The universities' purchasing policies define dollar thresholds for small and large purchases and the specific procurement bid process for each. Currently small dollar purchases, defined as those between \$10,001 - \$100,000, require an informal bid process while large purchases, or those exceeding \$100,000, require use of a lengthy, formal, sealed bid process.

The Uniform Guidance provides new thresholds for small and large purchases. Under Uniform Guidance, small purchases are \$10,000 - \$249,999 and are bid using an informal bid process. Uniform Guidance terminology for large purchases is the Simplified Acquisition Threshold. The Simplified Acquisition Threshold (large purchases) is \$250,000 and anything over the threshold requires bidding using a formal sealed bid process. Uniform Guidance regulations also eliminate the ability

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

to use several key bidding exemptions that have been invaluable for the timely purchase of research equipment required for sponsored project awards.

The proposed changes to the unviersities' purchasing policy revise the small purchase and large dollar thresholds to sync with Uniform Guidance thresholds. It is important to emphasize that the increase in the small dollar purchase threshold would not eliminate bidding of the purchase; the only change would be the informal versus formal bidding process. The informal process, while still requiring bids, allows for increased efficiency and cost savings due to shorter timelines, while still offering the same level of opportunity for competition. It may even increase competition, as it is a less costly process for vendors to participate in, as well.

A review of BSU's data for FY17 and FY18 provides additional context. Of the 287 purchases totaling \$19 million requiring buyer support during the period, 53 totaling \$3.2 million would have been impacted by the changes.

Current Procurement Method	Contract Amount	FY17&18 \$ (# of Transactions)	Percentage of Total Expenditures Requiring Buyer Support (\$19M)	Future Procurement Method
Research Exemption (1)	Under \$100K	\$123,782 (39)	.7%	Informal Bid
Research Exemption (1)	\$100k- \$249K	\$727,875 (4)	3.8%	Informal Bid
Formal Bid (2)	\$100k- \$249K	\$846,254 (6)	4.4%	Informal Bid
Research Exemption (1)	>\$250K	\$1,548,125 (4)	8.1%	Formal Bid
Formal Bid (3)	>\$250K	\$4,352,774 (3)	22.9%	Formal Bid (no change)

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

- (1) Under the new rules, 43 purchases totaling \$851,657 would have been subject to informal bidding, and four purchases totaling \$1,548,125 would have been subject to formal bidding, as the Uniform Guidance no longer provides a bidding exception for purchases used in research.
- (2) Six purchases totaling \$846,254 would have been subject to informal bidding procedures.
- (3) Three purchase totaling \$4,352,774 would have remained subject to formal sealed bid procedures.

IMPACT

The proposed changes are required to address new federal procurement regulations for sponsored projects. Synchronizing the dollar thresholds in the universities' purchasing policies with federal dollar thresholds results in consistent purchasing processes across all funding sources. In addition, the increased small purchase dollar range allows utilization of the informal bid process, which is more efficient for vendors and the universities and compensates for the loss of key bidding exemptions frequently utilized for research purchases.

ATTACHMENTS

Attachment 1 – Proposed Revised Policy, redline – BSU

Attachment 2 - Proposed Revised Policy, redline - ISU

Attachment 3 – Summary of OMB Circular A-110 compared to Uniform Guidance

Attachment 4 – Excerpt of Uniform Guidance 200 – Purchasing Standards

STAFF COMMENTS AND RECOMMENDATIONS

The proposed revision to the Board-approved purchasing policies should improve the timeliness and efficiency of BSU's and ISU's acquisition process and aligns them with revised federal rules.

Staff recommends approval.

BOARD ACTION

I move to approve Boise State University's and Idaho State University's proposed purchasing policies revision as submitted in Attachment 1 and 2; to find it substantially consistent with Title 67, Chapter 92 Idaho Code; and to authorize the universities to implement the revised purchasing policies effective July 1, 2018.

Moved by	Seconded by	Carried Yes	No
			· · · ·

Boise State University BSU Policy #: 6130

Effective Date: March 1998 Revised: September, 2016

BOISE STATE PURCHASING POLICY

Purpose:

To establish policies and procedures governing purchases made with University funds.

Additional Authority:

University Policy 5030 Office of Sponsored Projects

Idaho State Board of Education Governing Policies and Procedures Section I.E.2.a Idaho Code Section 59-1026 Idaho Code Section 67-9225

Scope:

Applies to all purchases made with University funds.

Responsible Party:

University Purchasing Director 426-1283

POLICY

I. Policy Statement

- A. Procurement (purchasing) will be overseen by the Vice President of Finance and Administration and Chief Financial Officer. Daily operations have been delegated to the University Purchasing Director (UPD) and will be conducted in strict adherence with applicable federal and state laws and regulations and applicable State Board of Education (SBOE) and University policies.
- B. Purchasing activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of good or service to be provided. Purchases shall support the goals of cost efficiency and good/service quality, and these objectives shall be given consideration in the purchasing process.
- C. Purchasing activities include transactions involving trade-ins, and leased property. Procurements do not include non-exchange transactions such as sponsorships and transactions not involving the expenditure of University funds.
- D. The University owns all property purchased with University funds and all property received by the University as gifts. In addition, except where provided by the terms of a sgrant or contractponsored project by operation

of law, the University owns all personal property purchased with funds from a <u>sgrant or contractponsored project</u>. No department, departmental unit, or University employee, may hold proprietary interest in any piece of University property, or property purchased with <u>sgrant or contractponsored project</u> funds which is held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expensed, the principle of University ownership prevails.

E. This policy has been approved by the State Board of Education. Any changes to the policy shall be submitted in writing to the Executive Director for approval. The Executive Director may, in his or her discretion, refer proposed changes to the Board for approval.

II. Budget authority:

- A. It shall be the responsibility of the requestor to determine and ensure funds are available and properly budgeted.
- B. Terms may exceed one year provided that they are advantageous to the University and that such contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such contract or contracts.

III. Requirements:

- A. Small purchases are those purchases or procurements expected to cost <u>less than one hundred two hundred fifty</u> thousand dollars (\$100250,000) or <u>less</u>. Costs are determined based on the following:
 - 1. One-time purchases of property.
 - 2. Total cost of a contract for services, including renewal or extension periods.
- B. To enhance small business bidding opportunities, the University shall seek a minimum of three quotes from vendors having a significant Idaho economic presence as defined in Section 67-2349, Idaho Code. The request for quotation may be written, oral, electronic, telephonic or facsimile.
- C. Large purchases, exceeding costing one two hundred fifty thousand dollars (\$250100,000) or more are procured through a formal sealed process. The issuance of Invitations to Bid (ITB) or Requests for Proposal (RFP) is the method for solicitation of offers from qualified vendors in a sealed process in order to establish pricing, specification or performance

standards, and the terms and conditions for the purchase of goods and services. The University shall ensure adequate ITB's or RFP's are prepared which clearly define the goods and services needed in order for bidders to properly respond to the request. At the place, date, and time set forth in the solicitation, all bids or proposals received in accordance with the submittal requirements in the solicitation shall be publically opened and read aloud by the buyer to those persons present.

- D. Notice of solicitations of bids or proposals for large purchases may be electronic in nature. The University may apply the use of a variety of techniques, including but not limited to, reverse auction, electronic posting or electronic advertisement of solicitations as appropriate to the buying situation. Large purchase notices, regardless of methodology, are referenced in the vendor section of the University purchasing department's website
- E. Preference for Idaho suppliers for purchases:
 - 1. Reciprocal preference will be given to Idaho vendors in accordance with Section 67-2349, Idaho Code.
 - 2. Printing services will be awarded to local vendors in accordance with Section 60-101 -103, Idaho Code.
- F. Where multiple bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence.
- G. The University recognizes that an offered low price is not always indicative of the greatest value. Contracts will be awarded by the University pursuant to determination by the UPD of the best value to the University based on the criteria outlined in the solicitation. Award of contracts in excess of amounts as proscribed in State Board of Education (SBOE) policy V.I.3.a require the written approval of the Executive Director of the State Board of Education or the State Board of Education SBOE in a public meeting.
- H. No vendor or related party, or subsidiary, or affiliate of a vendor may submit a bid to obtain a contract to provide property to the University, if the vendor or related party, or affiliate or subsidiary was paid for services utilized in preparing the bid specifications or if the services influenced the procurement process.
- No property to be acquired shall be accepted which does not meet the minimum bid specifications.

- J. If funding for the purchase of goods or services includes sponsored project funding, federal requirements must be considered. Idaho preference, waivers and exemptions from bidding could be restricted based on terms and conditions of specific award documents and or funding agency requirements.
- IV. Waiver of competitive bidding (Sole Source):

The determination to waive the competitive bid process may be made only by the UPD. Any request by a department to restrict a purchase to one potential supplier must be accompanied by an explanation as to why no other item is suitable or that no other vendors exist to meet the need. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential source for that item. The University purchasing department shall conduct negotiations, as appropriate, to determine price, availability, and terms.

- V. Exemptions from bidding:
 - A. Purchases under \$10,000
 - B. Bulk Contract purchasing
 - 1. State Open Contracts
 - Certain commodities are procured through open contracts by the State of Idaho Division of Purchasing in order to obtain the lowest possible pricing for all agencies.
 - b) No officer or employee shall fail to utilize an open contract without justifiable cause for such action. Justifiable cause shall be determined by the Vice President of Finance and Administration. Approved deviations from open contract use will be administered by the UPD.
 - 2. Purchases from General Services Administration Federal Supply Contractors are allowed when the acquisition is advantageous to the University with approval from the UPD.
 - 3. Where no state open contract exists, state institutions of higher education (as defined in 67-9203(16)) operating under the SBOE approved model purchasing policy, may collaborate with each other

or the University of Idaho on solicitations where the combined volume of multiple institutions will provide the best value.

- C. Government and Agency acquisitions:
 - 1. Rehabilitation agency acquisitions.
 - 2. Correctional industries acquisitions.
 - 3. Federal government acquisitions including federal surplus.
 - 4. Interagency contracts, including contracts with other institutions of higher education.
 - 5. The University may contract with any one or more other public agencies or institution of higher education to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract.
- D. Situational acquisitions:
 - 1. Legal advertising, publication or placement of advertisements directly with media sources.
 - 2. Contracts for legal services or bond related services.
 - 3. Professional, consultant and information related technology services costing less than \$250,000, or less.
 - 4. University employee education, training and related travel expenses costing less than \$250,000 or less.
 - 5. Purchases with special educational discounts offered by vendors exclusively to schools, colleges, universities, and other educational institutions where the property is for the express purpose of educating students.

4.

5.6. Concession services where there is no expenditure of University funds.

- Goods and sServices for which competitive solicitation procedures are impractical.
- 6.8. Medical director and medical professional services.
- 7.9. Property held for resale, such as bookstore inventory.
- <u>10.</u> Purchase of copyrighted materials available primarily from the publisher.
- 8.11. Goods that are in used condition.
- E. Emergency Purchases
 - The UPD, or designee, may authorize emergency purchases of goods and services when determined necessary and in the best interest of the University. Examples of circumstances that could necessitate an emergency purchase include:
 - a) Unforeseen or beyond the control of the University or constituting a force majeure.
 - b) Present a real, immediate or extreme threat to the proper performance of essential University functions.
 - c) May reasonably be expected to result in excessive loss or damage to property or other resources, and/or bodily injury or loss of life.
 - 2. Any affected department may make an emergency purchase in the open market at the best attainable price when a documented emergency condition exists and the need cannot be met through the University's normal procurement method, provided that:
 - a) Funds are available for the purchase.
 - b) Verbal authorization is obtained from the Vice President
 Finance and Administration for Finance and
 Administrationand Chief Financial Officer.
 - c) Competition to the fullest extent practicable under existing circumstances is obtained and documented.
 - d) The unit-cost of the purchase does not exceed amount requiring SBOE Executive Director approval as prescribed in SBOE policy V.I.3.a.

3. A fully signed explanation of the circumstances surrounding the emergency and the necessity for the purchase is filed by the requester with the UPD within two working days after such purchase or cessation of emergency conditions, whichever is later.

F. Direct Negotiations

- 1. In lieu of competitive bidding, and when not covered by a State open contract, negotiations may be conducted whenever any of the following conditions are applicable and authorized by the UPD:
 - The public good as determined by the UPD will not permit the competitive bid process due to time constraints.
 - a)b) No responsive or responsible bids are received at acceptable levels of price, service or terms.
 - b)c) Approved sole source scenarios.
 - <u>e)d)</u> The purchase is for experimental, developmental or research
 - work, or for the manufacture of furnishing of property for experimentation, development, research or test.
 - <u>d)e)</u> Where there is a particular savings through the use of educational discounts.
 - e)f) Acquisition of federal surplus or excess property.

VI. Qualification of Vendors:

- A. No vendor shall be allowed to submit a bid unless such vendor is qualified.

 All vendors are qualified unless disqualified.
- B. Vendors may be disqualified for any of the following reasons:
 - 1. Failure to perform according to the terms of any agreement.
 - 2. Attempts by whatever means to cause acquisition specifications to be drawn so as to favor a specific vendor.
 - 3. Actions to obstruct or unreasonably delay acquisitions by the University. Obstruction is hereby defined as a lack of success in more than fifty percent (50%) of the appeals made in each of three (3) different acquisitions during any twenty-four (24) month period.

- 4. Perjury in a vendor disqualification hearing.
- 5. Debarment, suspension or ineligibility from federal contracting of the vendor, its principals or affiliates.
- 6. Any reason in Idaho law that would disqualify a particular vendor for a particular bid
- C. A vendor shall be notified by registered mail within ten (10) days of disqualification and may, within thirty (30) days of the receipt of such notice, challenge the disqualification.
- D. Disqualification or conditions may be imposed for a period of not more than five (5) years.

VII. Appeals:

- A. Elements of a formal sealed bid that are appealable include:
 - 1. Bid specifications
 - 2. Determination by the university that the bid is non- responsive and does not comply with the bid invitation and specifications
 - 3. Award to a successful vendor
- B. The detailed appeal process for For formal procurements utilizing the sealed bid process, the detailed process for appeals will be referenced within the posted bid information and specification package is located on the Purchasing Department website with a link to the website listed in the bid package.
- C. In addition, <u>S</u>sole <u>S</u>source determinations are appealable. The detailed process for appeal <u>will be referenced in the legal notice</u> <u>located on the Purchasing Department website with a link to the website listed in the legal notice</u>.
- D. Any appeal will be reviewed and a written decision setting forth reasons for denial will be provided or if upheld an amendment (for a specification or intent to award appeal) to the original bid or sole source determination will be posted.
- E. Submitting a bid to the University constitutes standard acceptance of this policy including the appeals process.

F. Small purchases or purchases that are exempted from bidding requirements are not appealable.

VIII. Ethics Requirements

- A. All faculty, staff and students at the University are required to adhere to the intent and spirit of these policies and directives. They are designed as a means to acquire the necessary goods and services as effectively and economically as possible, while also maintaining compliance with the laws of the State of Idaho. Employees are subject to penalties as described in Idaho Code, including, but not limited to, those in Section 67-9231.
- B. Employees are prohibited from obtaining goods or services by avoiding the competitive process through such actions as splitting purchases, creating false emergency situations, and purchasing outside open contracts without authorization.
- C. Any effort to circumvent or abuse State and University purchasing regulations and policies or procedures will not be condoned and is subject to disciplinary action up to and including dismissal.
- D. Purchasing Ethics and Vendor Relationships
 - 1. All employees are involved in business transacted by the University in one form or another. Especially so are those professional purchasers and other personnel who purchase items and services, including those using the University P-card. Each employee has a personal responsibility to conduct University business in an ethical manner and assure the integrity of the purchasing and procurement processes.

2. Conflict of interest:

- a) A conflict of interest occurs when a person's private interests compete with his or her professional obligations to the University to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.
- b) Employees are therefore prohibited from entering into service contracts with or selling goods to the University.
- 3. Influencing/conspiring to influence:

The University prohibits the influencing or conspiring to influence purchasing decisions and contract awards. Attempts at influence may include kickbacks and bribes, peddling or payment of a fee, back door selling, hard-sell tactics, fraternization, or offering gifts to avoid following published procedures or gain advantages.

- 4. Post issuance contract oversight is required to guarantee the University receives all goods and services as per the terms of the agreement. Boise State Policy #6030 describes roles and responsibilities for contract management.
- E. It is the responsibility of the University Purchasing Director to ensure that procurement staff are properly trained to execute their duties efficiently and in accordance with laws and regulations.

Idaho State University ISU Policy #: 2560

Effective Date: November 1, 2016

IDAHO STATE UNIVERSITY PURCHASING POLICY

Purpose:

To establish policies and procedures governing purchases made with University administered funds.

Additional Authority:

Idaho State Board of Education Governing Policies and Procedures Section I.E.2.a Idaho Code Section 59-1026 Idaho Code Section 67-9225

Scope:

Applies to all purchases made with University administered funds.

Responsible Party:

University Purchasing Director 282-3111

POLICY

I. Policy Statement

- A. Procurement (purchasing) will be overseen by the Chief Financial Officer. Daily operations have been delegated to the University Purchasing Director (UPD) and will be conducted in strict adherence with applicable federal and state laws and regulations and applicable State Board of Education and University policies.
- B. Purchasing activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of good or service to be provided. Purchases shall support the goals of cost efficiency and good/service quality, and these objectives shall be given consideration in the purchasing process.
- C. Purchasing activities include transactions involving trade-ins, and leased property. Procurements do not include non-exchange transactions such as sponsorships and transactions not involving the expenditure of University funds.
- D. The University owns all property purchased with University funds and all property received by the University as gifts. In addition, except where provided by the terms of a grant or contractsponsored project by operation of law, the University owns all personal property purchased with funds

from a grant or contractsponsored project. No department, departmental unit, or University employee, may hold proprietary interest in any piece of University property, or property purchased with grant or contractsponsored project funds which is held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expensed, the principle of University ownership prevails.

E. This policy has been approved by the State Board of Education. Any changes to the policy shall be submitted in writing to the Executive Director for approval. The Executive Director may, in his or her discretion, refer proposed changes to the Board for approval.

II. Budget authority:

- A. It shall be the responsibility of the requestor to determine and ensure funds are available and properly budgeted.
- B. Terms may exceed one year provided that they are advantageous to the University and that such contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such contract or contracts.

III. Requirements:

- A. Small purchases are those purchases or procurements expected to cost one hundred less than two hundred and fifty thousand dollars (\$100250,000) or less. Costs are determined based on the following:
 - 1. One-time purchases of property.
 - 2. Total cost of a contract for services, including renewal or extension periods.
- B. To enhance small business bidding opportunities, the University shall seek a minimum of three quotes from vendors having a significant Idaho economic presence as defined in Section 67-2349 Idaho Code. The request for quotation may be written, oral, electronic, telephonic or facsimile.
- C. Large purchases, exceeding costing two hundred and fifty one hundred thousand dollars (\$100250,000) or more are procured through a formal sealed process. The issuance of Invitations to Bid (ITB) or Requests for Proposal (RFP) is the method for solicitation of offers from qualified vendors in a sealed process in order to establish pricing, specification or performance standards, and the terms and conditions for the purchase of goods and services. The University shall ensure adequate ITB's or RFP's

- are prepared which clearly define the goods and services needed in order for bidders to properly respond to the request. At the place, date, and time set forth in the solicitation, all bids or proposals received in accordance with the submittal requirements in the solicitation shall be publically opened and read aloud by the buyer to those persons present.
- D. Notice of solicitations of bids or proposals for large purchases may be electronic in nature. The University may apply the use of a variety of techniques, including but not limited to, reverse auction, electronic posting or electronic advertisement of solicitations as appropriate to the buying situation. Large purchase notices, regardless of methodology, are referenced in the vendor section of the University purchasing department's website.
- E. Preference for Idaho suppliers for purchases:
 - 1. Reciprocal preference will be given to Idaho vendors in accordance with Section 67-2349 Idaho Code.
 - 2. Printing services will be awarded to local vendors in accordance with Section 60-101-103 Idaho Code.
- F. Where multiple bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence.
- G. The University recognizes that an offered low price is not always indicative of the greatest value. Contracts will be awarded by the University pursuant to determination by the UPD of the best value to the University based on the criteria outlined in the solicitation. Award of contracts in excess of amounts as proscribed in State Board of Education (SBOE) policy V.I.3.a require the written approval of the Executive Director of the State Board of Education or the State Board of Education in a public meeting.
- H. No vendor or related party, or subsidiary, or affiliate of a vendor may submit a bid to obtain a contract to provide property to the University, if the vendor or related party, or affiliate or subsidiary was paid for services utilized in preparing the bid specifications or if the services influenced the procurement process.
- I. No property to be acquired shall be accepted which does not meet the minimum bid specifications.

- J. If funding for the purchase of goods or services includes sponsored project funding, federal requirements must be followed. Idaho preference, waivers and exemptions from bidding could be restricted based on terms and conditions of specific award documents and or funding agency requirements. For sponsored project funding, adherence to Uniform Guidance §200.319 "Competition" must be followed.
- IV. Waiver of competitive bidding (Sole Source):

The determination to waive the competitive bid process may be made only by the UPD. Any request by a department to restrict a purchase to one potential supplier must be accompanied by an explanation as to why no other item is suitable or that no other vendors exist to meet the need. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential source for that item. The University purchasing department shall conduct negotiations, as appropriate, to determine price, availability, and terms.

- V. Exemptions from bidding:
 - A. Purchases under \$10,000
 - B. Bulk Contract purchasing
 - 1. State Open Contracts
 - Certain commodities are procured through open contracts by the State of Idaho Division of Purchasing in order to obtain the lowest possible pricing for all agencies.
 - b) No officer or employee shall fail to utilize an open contract without justifiable cause for such action. Justifiable cause shall be determined by the Chief Financial Officer. Approved deviations from open contract use will be administered by the UPD.
 - 2. Purchases from General Services Administration Federal Supply Contractors are allowed when the acquisition is advantageous to the University with approval from the UPD.
 - 3. Where no state open contract exists, state institutions of higher education (as defined in 67-9203(16) Idaho Code) operating under the SBOE approved model purchasing policy, may collaborate with each other or the University of Idaho on solicitations where the combined volume of multiple institutions will provide the best value.

- C. Government and Agency acquisitions:
 - 1. Rehabilitation agency acquisitions.
 - 2. Correctional industries acquisitions.
 - 3. Federal government acquisitions including federal surplus.
 - 4. Interagency contracts, including contracts with other institutions of higher education.
 - 5. The University may contract with any one or more other public agencies or institution of higher education to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract.

D. Situational acquisitions:

- 1. Legal advertising, publication or placement of advertisements directly with media sources.
- 2. Contracts for legal services or bond related services.
- 3. Professional, consultant and information related technology services costing less than \$100250,000 or less.
- 4. University employee education, training and related travel expenses costing less than \$100250,000 or less.
- 5. Purchases with special educational discounts offered by vendors exclusively to schools, colleges, universities, and other educational institutions where the property is for the express purpose of educating students.
- 6. Concession services where there is no expenditure of University funds.
- 7. Goods or Services for which competitive solicitation procedures are impractical.
- 8. Medical director and medical professional services.
- 9. Property held for resale, such as bookstore inventory.

- 10. Purchase of copyrighted materials available primarily from the publisher.
- 11. Goods that are in used condition.

E. Emergency Purchases

- 1. The UPD, or designee, may authorize emergency purchases of goods and services when determined necessary and in the best interest of the University. Examples of circumstances that could necessitate an emergency purchase include:
 - a) Unforeseen or beyond the control of the University or constituting a force majeure.
 - b) Present a real, immediate or extreme threat to the proper performance of essential University functions.
 - c) May reasonably be expected to result in excessive loss or damage to property or other resources, and/or bodily injury or loss of life.
- 2. Any affected department may make an emergency purchase in the open market at the best attainable price when a documented emergency condition exists and the need cannot be met through the University's normal procurement method, provided that:
 - a) Funds are available for the purchase.
 - b) Verbal authorization is obtained from the Office of the Chief Financial Officer.
 - c) Competition to the fullest extent practicable under existing circumstances is obtained and documented.
 - d) The unit-cost of the purchase does not exceed amount requiring SBOE Executive Director approval as prescribed in SBOE policy V.I.3.a.
- 3. A fully signed explanation of the circumstances surrounding the emergency and the necessity for the purchase is filed by the requester with the UPD within two working days after such purchase or cessation of emergency conditions, whichever is later.
- F. Direct Negotiations

- 1. In lieu of competitive bidding, and when not covered by a State open contract, negotiations may be conducted whenever any of the following conditions are applicable and authorized by the UPD:
 - a) The public good as determined by the UPD will not permit the competitive bid process due to time constraints.
 - b) No responsive or responsible bids are received at acceptable levels of price, service or terms.
 - c) Approved sole source scenarios.
 - d) The purchase is for experimental, developmental or research work, or for the manufacture of furnishing of property for experimentation, development, research or test.
 - e) Where there is a particular savings through the use of educational discounts.
 - f) Acquisition of federal surplus or excess property.

VI. Qualification of Vendors:

- A. No vendor shall be allowed to submit a bid unless such vendor is qualified. All vendors are qualified unless disqualified.
- B. Vendors may be disqualified for any of the following reasons:
 - 1. Failure to perform according to the terms of any agreement.
 - 2. Attempts by whatever means to cause acquisition specifications to be drawn so as to favor a specific vendor.
 - 3. Actions to obstruct or unreasonably delay acquisitions by the University. Obstruction is hereby defined as a lack of success in more than fifty percent (50%) of the appeals made in each of three (3) different acquisitions during any twenty-four (24) month period.
 - 4. Perjury in a vendor disqualification hearing.
 - 5. Debarment, suspension or ineligibility from federal contracting of the vendor, its principals or affiliates.
 - 6. Any reason in Idaho law that would disqualify a particular vendor for a particular bid.

- C. A vendor shall be notified by registered mail within ten (10) days of disqualification and may, within thirty (30) days of the receipt of such notice, challenge the disqualification.
- D. Disqualification or conditions may be imposed for a period of not more than five (5) years.

VII. Appeals:

- A. Elements of a formal sealed bid that are appealable include:
 - 1. Bid specifications
 - 2. Determination by the university that the bid is nonresponsive and does not comply with the bid invitation and specifications
 - 3. Award to a successful vendor
- B. For formal procurements utilizing the sealed bid process, the detailed process for appeals will be referenced within the posted bid information and specification package.
- C. In addition, <u>sSole sSource</u> determinations are appealable. The detailed process for appeal will be referenced in the legal notice.
- D. Any appeal will be reviewed and a written decision setting forth reasons for denial will be provided or if upheld an amendment (for a specification or intent to award appeal) to the original bid or sole source determination will be posted.
- E. Submitting a bid to the University constitutes standard acceptance of this policy including the appeals process.
- F. Small purchases or purchases that are exempted from bidding requirements are not appealable.

VIII. Ethics Requirements:

A. All faculty, staff and students at the University are required to adhere to the intent and spirit of these policies and directives. They are designed as a means to acquire the necessary goods and services as effectively and economically as possible, while also maintaining compliance with the laws of the State of Idaho. Employees are subject to penalties as described in Idaho Code, including, but not limited to, those in Section 67-9231.

- B. Employees are prohibited from obtaining goods or services by avoiding the competitive process through such actions as splitting purchases, creating false emergency situations, and purchasing outside open contracts without authorization.
- C. Any effort to circumvent or abuse State and University purchasing regulations and policies or procedures will not be condoned and is subject to disciplinary action up to and including dismissal.
- D. Purchasing Ethics and Vendor Relationships
 - 1. All employees are involved in business transacted by the University in one form or another. Especially so are those professional purchasers and other personnel who purchase items and services, including those using the University P-card. Each employee has a personal responsibility to conduct University business in an ethical manner and assure the integrity of the purchasing and procurement processes.

Conflict of interest:

- a) A conflict of interest occurs when a person's private interests compete with his or her professional obligations to the University to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.
- b) Employees are therefore prohibited from entering into service contracts with or selling goods to the University.
- Influencing/conspiring to influence:
 - The University prohibits the influencing or conspiring to influence purchasing decisions and contract awards. Attempts at influence may include kickbacks and bribes, peddling or payment of a fee, back door selling, hard-sell tactics, fraternization, or offering gifts to avoid following published procedures or gain advantages.
- 4. Post issuance contract oversight is required to guarantee the University receives all goods and services as per the terms of the agreement. Idaho State University Policy "Contract Administration" describes roles and responsibilities for contract management.

E. It is the responsibility of the University Purchasing Director to ensure that procurement staff are properly trained to execute their duties efficiently and in accordance with laws and regulations.

Summary of OMB Circular A-110 compared to Uniform Guidance 200

May 15, 2018

OMB Circular A-110 End Date: June 30, 2018	Uniform Guidance 200 Effective date: July 1, 2018
Meeting the requirements of the State of Idaho fulfills Federal requirements.	Specific new requirements are required for Uniform Guidance 200.
Idaho bid requirements: Bid threshold 10,000 Informal solicitation 10,000 to 99,999 Formal solicitation 100,000 and above Contract Management	Federal bid requirements: Bid threshold 10,000 Informal solicitation 10,000 to 249,999 Formal solicitation 250,000 and above Contract Management
Exemption for scientific equipment for research. One page justification then Purchase Order can be created.	No scientific equipment exemption. Competition requirements can be fulfilled with a Request for Quote, Invitation to Bid, Request for Proposals, or a Sole Source. Sole Source requires advertisement for 3 days then wait 5 days for possible appeal. If not Sole Source, write a letter to the Grantor requesting permission to proceed as if it is a Sole Source. ISU must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Procurement of recovered materials
	ISU must comply with section 6002 of the Solid Waste Disposal Act including procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247. Cost/Price analysis must be completed for all Formal Solicitations and Noncompetitive Proposals.
	Bond requirements for construction or facility improvement contracts. Contracts must contain the applicable provisions described in Appendix II of Uniform Guidance part 200.

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of May 14, 2018

Title 2 \rightarrow Subtitle A \rightarrow Chapter II \rightarrow Part 200 \rightarrow Subpart D \rightarrow Subject Group

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D—Post Federal Award Requirements

PROCUREMENT STANDARDS

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or

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apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.
 - (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include,

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but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- (j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

- (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;

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- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

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§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
- (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
 - (1) In order for sealed bidding to be feasible, the following conditions should be present:
 - (i) A complete, adequate, and realistic specification or purchase description is available;
 - (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (2) If sealed bids are used, the following requirements apply:
- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments,

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the bids must be opened publicly;

- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (v) Any or all bids may be rejected if there is a sound documented reason.
- (d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 - (e) [Reserved]
- (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - (1) The item is available only from a single source;

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- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The

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requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
 - (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

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- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity preprocurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or passthrough entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

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- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Need assistance?

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BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

IDAHO STATE UNIVERSITY

SUBJECT

Request to begin fundraising, planning, and design of new seating project for Holt Arena

REFERENCE

August 2017 Idaho State Board of Education (Board) approved

Idaho State University (ISU) FY2019 Six-Year Capital

Project Plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.2.

ALIGNMENT WITH STRATEGIC PLAN

Goal 1: A Well-Educated Citizenry. The corresponding Objective is: Objective D: Quality Education.

Goal 4: Effective and Efficient Educational System. The corresponding Objective is: Objective D: Advocacy and Communication.

BACKGROUND/DISCUSSION

ISU seeks approval to begin a fundraising effort and to initiate planning and design for the acquisition of new seating in Holt Arena for football, basketball and other events held in the arena. Holt Arena is certainly the most iconic facility in eastern Idaho and by far the most used by both ISU and the community. Holt Arena opened in 1970 as an 11,700-seat stadium. Because of its age, the current fiberglass seats break at a rate of roughly 150 annually. As the original manufacturer has gone out of business, ISU has had to purchase new seats from another source and the replacement seats are different from the original seats. They are then painted to try match original seating in color. Holt Arena is the venue for scores of University and community events. The 90 plus events seating more than 500,000 visitors each year include ISU basketball and football, the Simplot Games, high school athletics and band competitions, agriculture shows, monster truck shows, state and regional wresting, high school and university graduations, and more. ISU is amending its FY19 Six-Year Capital Project Plan to include this facility upgrade.

IMPACT

As ISU continues to focus aggressively on enrollment growth, fundraising, branding, image building, and athletics success, upgrading the patron and spectator experience in Holt Arena is an important part of that plan. Enhanced and new seating will also impact student and student-athlete recruiting, the ability to attract additional and more diverse events. This will help generate much needed revenue, and will certainly assist in making events more comfortable and enjoyable to those attending. This upgrade will also help enrich donor and business relationships with interest groups, both within and outside of the State of Idaho.

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

ATTACHMENTS

Attachment 1 – Amended FY19 Six-Year Capital Project Plan

STAFF COMMENTS AND RECOMMENDATIONS

At this Board meeting, ISU is seeking approval to proceed with three construction projects, each of which is accompanied by a proposed update to the University's six-year capital plan. The proposed Board action for these projects will include a request to approve an update only to that portion of the six-year plan which addresses the specific project under consideration.

The estimated total cost of the Holt Arena seating project is \$2,500,000. Following completion of the planning and design phase of the Holt Arena project, ISU will need to return to the Board to obtain approval for the financial plan for the project and for permission to proceed with construction.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to revise its six-year capital plan to include the proposed project for new seating for the Holt Arena to enable the University to begin fundraising for the project, and to approve the University's request to begin the planning and design phase of the project.

	_			
Moved by	Secor	nded bv	Carried Yes	No
,		<i>J</i>		

Idaho State

DPW FY 2019 Request

Description Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
ISU Health and Wellness Center Planning and Design	\$3,500,000					
Relocate COT programs to Eames Bldg.	\$6,510,000					
Remodel Basement, Frazier Hall	\$1,299,700					
Dental Hygiene Expansion, ISU Meridian	\$2,300,000					
Holt Arena Seating	\$2,500,000					
ISU Health and Wellness Center		\$6,292,500				
Oboler Library - replace HVAC/duct work, ceiling, seismic compliance		\$6,000,000				
Graveley Hall - Upgrade the heating and cooling system		\$2,875,000				
Beckley Nursing - Asbestos mitigation, ceiling system and lights		\$1,700,000				
ISU Alumni Center			\$8,473,000			
ISU Health and Wellness Center			\$6,292,500			
Vocarts - Replace, HVAC, Elevators, Fire Alarm & ADA restrooms			\$1,745,842			
Complete renovation ISU-Meridian build out*			\$4,000,000			
Remodel LEL second floor for additional labs *			\$1,050,000			
Campus Housing Renovations & Remodeling*			\$10,000,000			
New Museum of Natural History*				\$22,444,000		
College of Business - Modernization*				\$25,000,000		
Renovation/Addition of Life Sciences*					\$31,000,000	
Reroute campus traffic*					\$8,000,000	
Addition to Beckley Nursing*						\$14,208,000
Addition to College of Engineering*						\$12,000,000
Renovation of College of Business – front entry*						\$1,300,000
\$178,490,	542 \$16,109,700	\$16,867,500	\$31,561,342	\$47,444,000	\$39,000,000	\$27,508,000
6 year outlay to	otal					

^{*}Some Projects with no F.F.E. money

BAHR - SECTION II TAB 8 Page 1

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

IDAHO STATE UNIVERSITY

SUBJECT

Approval to begin construction phase of Idaho State University (ISU) Anatomy and Physiology Lab building addition at ISU Meridian Health Science Center

REFERENCE

February 2016 Idaho State Board of Education (Board)

approved Collaborative Affiliation Agreement with Idaho College of Osteopathic Medicine

(ICOM)

August 2016 Board approved execution of a Ground Lease to

enable ICOM to build its medical education

building on the ISU Meridian campus.

February 2017 Board approved the Anatomy and Physiology

Laboratory (A/P Lab) addition on the ISU

Meridian campus

August 2017 Board approved License Agreement between

ISU and ICOM for A/P Lab space

October 2017 Board approved an amendment to the License

Agreement for Space between ISU and ICOM

for use of the ISU A/P Lab

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.3 b & c.

ALIGNMENT WITH STRATEGIC PLAN

The request aligns with the following State Board of Education Strategic Plans: Goal 1: A Well-Educated Citizenry. The corresponding Objective is: Objective D: Quality Education.

BACKGROUND/DISCUSSION

ISU seeks approval from the Board to begin construction of the Anatomy and Physiology Lab Building Addition at ISU Meridian Health Science Center. On the first floor, the project provides 12 cadaver stations and accompanying support systems. On the second floor, the project provides for moving and expanding nursing program areas, conferences, and offices. This will enable ISU to expand its clinical offerings in one location where spaces vacated by nursing on the first floor are adjacent to the existing clinic spaces. Funding for this project comes from:

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

ICOM \$2.5M, a generous gift from the ALSAM foundation of \$3.85M, and agency funding of \$1.4M for a total of \$7.75M.

IMPACT

This expansion will enhance current capabilities and will support the use of the upgraded facility to provide high quality intra-professional education and research possibilities.

ATTACHMENTS

Attachment 1 – Revised ISU FY19 Six-Year Capital Project Plan

Attachment 2 – Meridian A & P Lab Building Plan

Attachment 3 – PBFAC Minutes 5/1/2018

STAFF COMMENTS AND RECOMMENDATIONS

The A/P Lab project was re-scoped when additional resources became available to expand the project. The Division of Public Works (DPW) has coordinated the revised project concept and design work, and the project is now ready to move into the construction phase.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to revise its six-year capital project plan and to begin construction of the Anatomy and Physiology Lab building addition at the Meridian Health Science Center, at a cost not to exceed \$7.75M.

Moved by	Seconded by	Carried Yes	No
•	•		

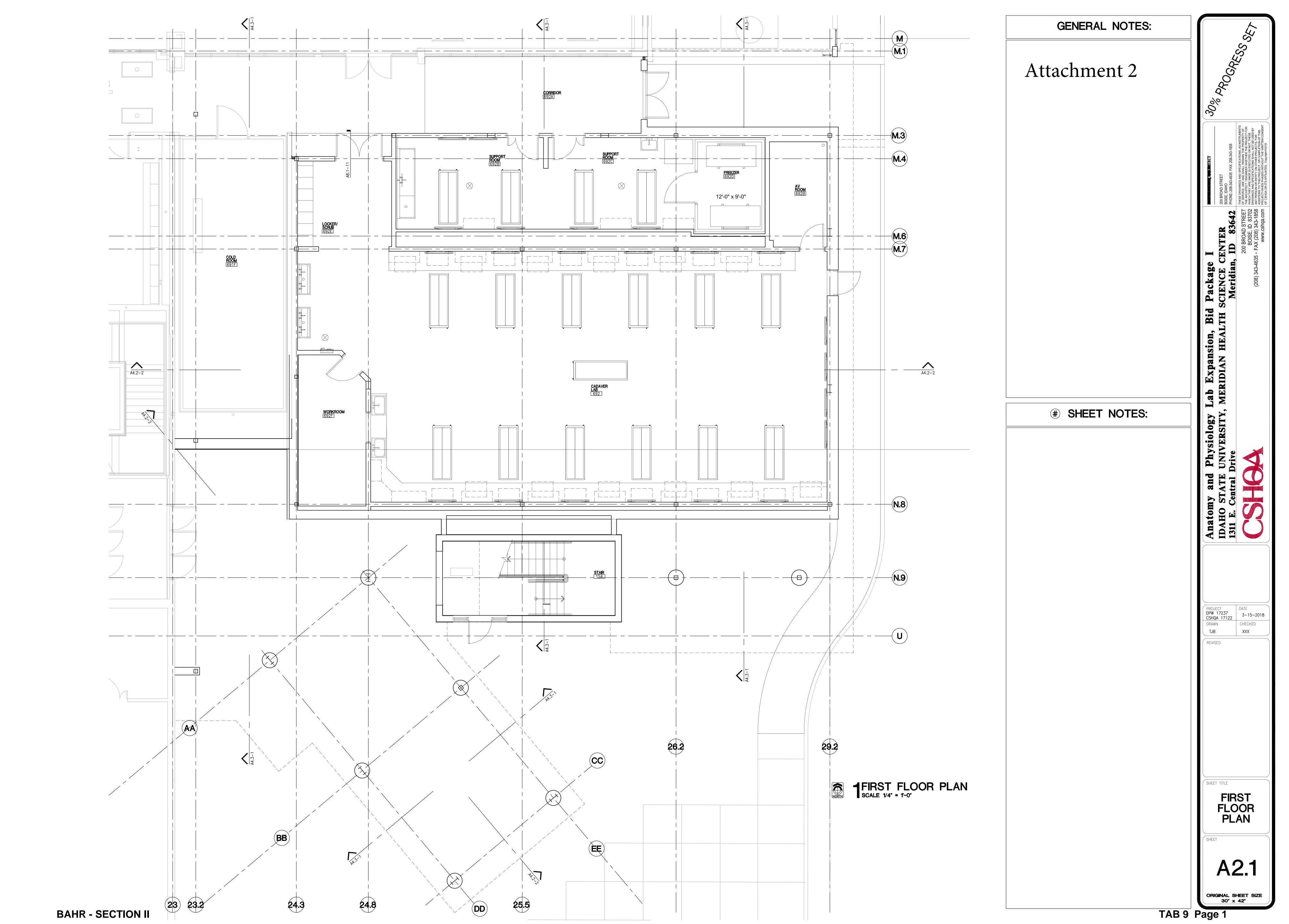
Idaho State

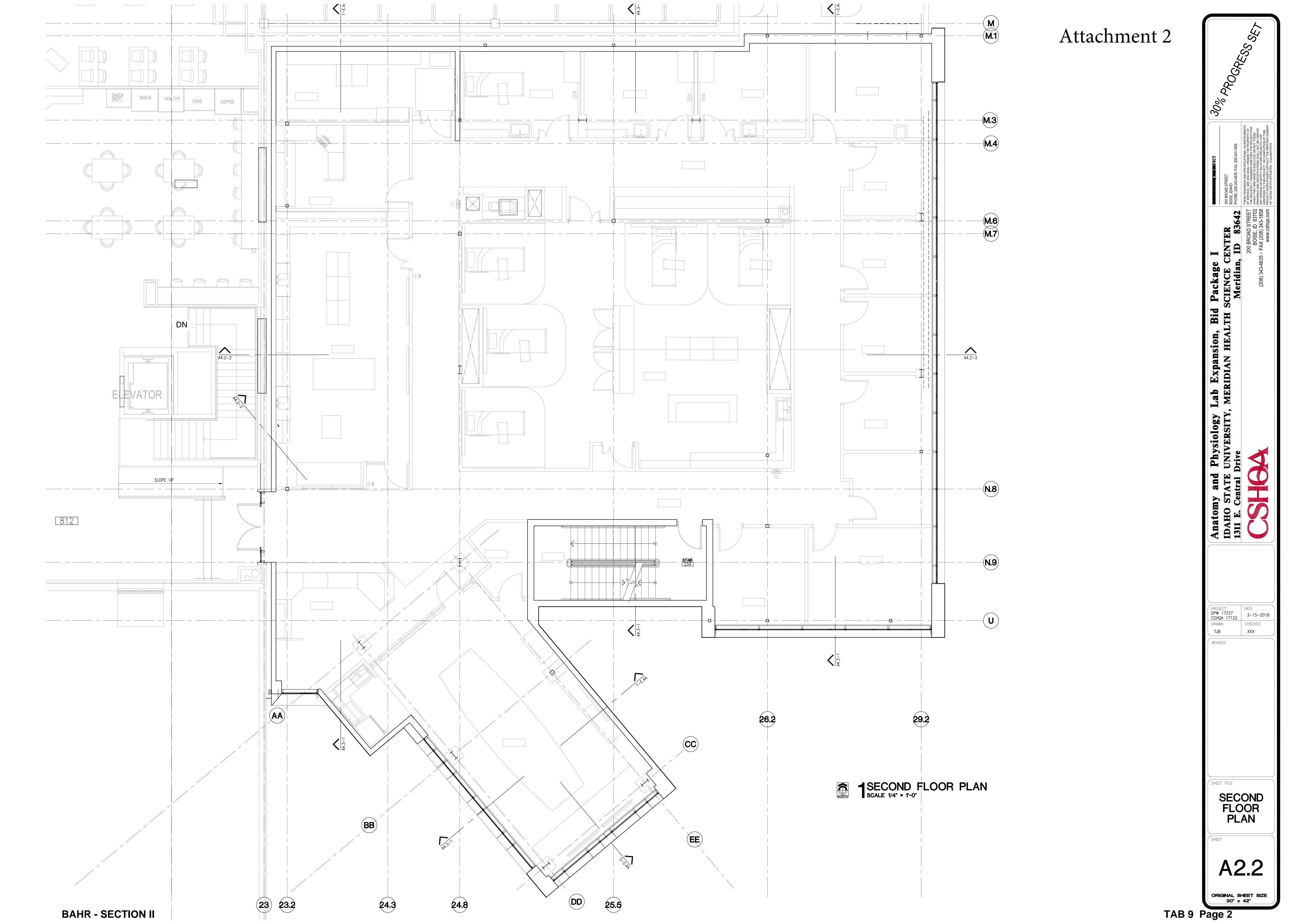
DPW FY 2019 Request

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
ISU Health and Wellness Center Planning and Design	\$3,500,000					
Relocate COT programs to Eames Bldg.	\$13,300,000					
Remodel Basement, Frazier Hall	\$1,299,700					
Meridian Cadaver Lab and Nursing Expansion	\$7,750,000					
Dental Hygiene Expansion, ISU Meridian	\$2,300,000					
Holt Arena Seating	\$2,500,000					
Relocate COT programs to Eames Bldg.		\$5,000,000				
ISU Health and Wellness Center		\$6,292,500				
Oboler Library - replace HVAC/duct work, ceiling, seismic compliance		\$6,000,000				
Graveley Hall - Upgrade the heating and cooling system		\$2,875,000				
Beckley Nursing - Asbestos mitigation, ceiling system and lights		\$1,700,000				
Relocate COT programs to Eames Bldg.			\$3,000,000			
ISU Alumni Center			\$8,473,000			
ISU Health and Wellness Center			\$6,292,500			
Vocarts - Replace, HVAC, Elevators, Fire Alarm & ADA restrooms			\$1,745,842			
Complete renovation ISU-Meridian build out*			\$4,000,000			
Remodel LEL second floor for additional labs *			\$1,050,000			
Campus Housing Renovations & Remodeling*			\$10,000,000			
New Museum of Natural History*				\$22,444,000		
College of Business - Modernization*				\$25,000,000		
Renovation/Addition of Life Sciences*					\$31,000,000	
Reroute campus traffic*					\$8,000,000	
Addition to Beckley Nursing*						\$14,208,000
Addition to College of Engineering*						\$12,000,000
Renovation of College of Business – front entry*						\$1,300,000
\$201,030,542		\$21,867,500	\$34,561,342	\$47,444,000	\$39,000,000	\$27,508,000
6 year outlay tota						

^{*}Some Projects with no F.F.E. money

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\$7,042,000

Agency

DPW Project No. 17237
Cadaver Lab Expansion
ISU Meridian Health Science Center
Idaho State University (ISU)
Meridian, Idaho

Previous Minutes: 04-04-17, 08-01-17

Mr. Miller introduced Mr. Jim Otradosky, CSHQA Architects, Boise. Mr. Otradosky shared plans and presented the project.

This project is for a two-story expansion located at the ISU Meridian Health Science Center (MHSC), Meridian, Idaho, for the ISU Division of Health Sciences (DHS). The specific location is at the east entrance of the campus at an existing courtyard. The Council should be familiar with the first-floor portion of the project, a cadaver lab, which was presented at the August 1, 2017 meeting; the Council gave Preliminary Approval and authorized DPW to proceed with Final Design. However, ISU has increased the scope-of-work and budget for a second-floor.

For the most part, the previously reviewed cadaver lab remains unchanged, except for modifications to allow for the new second-floor shell & core. The new lab will be the second state-of-the art lab/cadaver room at the ISU Meridian Health Science Center, and will utilize computer-based, virtual technology applications combined with traditional cadaver technologies. This new lab facility will nearly replicate the first cadaver lab constructed over three years ago. The new lab is approximately 3,800 gross square feet and will provide 13 gurney stations, including ancillary support spaces. An adjacent support room will provide four gurney stations.

The second-floor shell space, approximately 7,000 square feet, is designed to maximize flexibility for ISU's anticipated uses, which include the nursing program, clinical research, conference room(s), and staff/faculty offices. Concept studies, programming space analysis, and cost estimates are being prepared by the Project Team for ISU's consideration and formalized decisions by their stakeholders.

A substantial completion date of June 1, 2019 for the lab is required by ISU; therefore, the Team is working under an accelerated design and construction schedule to complete the cadaver lab, and the second-floor shell and core. The CSHQA design team and consultants were given approximately ten weeks to complete the bid package to allow for an 11-month construction schedule, as prepared by Andersen Construction. A separate substantial completion date of October 31, 2019 is required by ISU for the second-floor tenant improvements; therefore, the Team is also working concurrently with ISU on a fast-track schedule for the second-floor final space planning approvals.

CSHQA Architects, Boise, is the project architect for the project. Andersen Construction, of Boise, is the CM/GC on the project and their preliminary construction cost estimate is \$4,100,000, including CM fees.

MOTION: SENATOR VICK MOVED COUNCIL APPROVE PRELIMINARY DESIGN,

FINAL PLANS AND SPECIFICATIONS, SUBJECT TO STAFF REVIEW, AND AUTHORIZE PROCEEDING WITH BIDDING AND AWARD OF CONTRACT FOR DPW PROJECT NO. 17237. Council passed the

motion.

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

UNIVERSITY OF IDAHO

SUBJECT

Transfer of funds to University of Idaho Foundation for investment

REFERENCE

January 2018 Idaho State Board of Education (Board) approved

Naming Rights Agreement between University of Idaho

(UI) and Idaho Central Credit Union (ICCU)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.2.b.v

ALIGNMENT WITH STRATEGIC PLAN

GOAL 2: INNOVATION AND ECONOMIC DEVELOPMENT The educational system will provide an environment that facilitates the creation of practical and theoretical knowledge leading to new ideas.

Objective B: Innovation and Creativity – Increase creation and development of new ideas and solutions that benefit society.

Objective C: Economic Growth – New objective currently under development.

BACKGROUND/DISCUSSION

In January 2018 the Board approved the Naming Rights Agreement between UI and ICCU under which UI's planned court sports arena will be named the Idaho Central Credit Union Arena. That agreement has been executed and the agreed payment from ICCU has been delivered to UI. UI continues its fundraising for the remainder of the funding needed for completion of the Arena. In order to maximize the utility of the funds paid by ICCU prior to use of the funds for construction, UI proposes to deposit the funds with the UI Foundation (Foundation) for investment under the Foundation's investment policies.

ICCU has agreed to this proposal, and UI has promised that the net earnings from the invested funds will be applied to the Arena project along with the principal.

UI seeks approval from the Board for transfer of the funds to the Foundation as described in the proposed MOU between UI and the Foundation in Attachment 1.

IMPACT

The fiscal impact of the request, if granted, will be to increase the total funds available for application to the Arena project by the net earnings from investing the ICCU payment.

BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 21, 2018

ATTACHMENTS

Attachment 1 – MOU between UI and the UI Foundation

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.E. requires Board approval when an institution transfers funds to an affiliated foundation, other than in certain limited cases. In this case, UI will be transferring the corpus of the \$10,000,000 it received from ICCU for the Arena project to the UI Foundation in order earn interest on the donated funds as the University waits for the start of the project. UI will return to the Board for approval of the financing plan and to begin the construction phase of the Arena project when fund-raising is completed.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to approve the transfer of funds to the University of Idaho Foundation as outlined in the materials presented to the Board, and to authorize the Vice President for Finance and Administration to sign the MOU at Attachment 1.

Mayad by	Coconded by	Carried Vee	No
Moved by	Seconded by	Carried Yes	No
,	/		

IDAHO CENTRAL CREDIT UNION CONTRIBUTION

MEMORANDUM of UNDERSTANDING Between the UNIIVERSITY of IDAHO AND UNIVERSITY of IDAHO FOUNDATION

Thanks to the generosity of the Idaho Central Credit Union ("ICCU"), the University of Idaho ("University") has received \$10,000,000 in support of the Idaho Arena ("Arena"), a premier university initiative and capital project. The University and University of Idaho Foundation, an Idaho nonprofit corporation ("Foundation") herby agree to the terms outlined in this document in fulfillment of the ICCU's intent and purpose.

PURPOSE OF CONTRIBUTION

ICCU provided this contribution directly to the University in support of the Arena project, in conjunction with an agreement for naming rights and other benefits between the University and ICCU. As a venue for concerts, speakers and other special events, the Arena enhances the residential student life and strengthens the bond between campus and community in northern Idaho. In addition, by demonstrating how Northwest wood can be a lower-cost, greener option, the Arena will be a signature commercial building solution and a catalyst for forest product development. Finally a new Arena will enable the University's strong court sports teams to compete at the highest level.

FUNDS MANAGEMENT & ADMINISTRATION

In order to prudently manage this generous contribution until the funds are needed for construction of the Arena, the University agrees to transfer the \$10,000,000 to the Foundation contingent upon approval from the Idaho State Board of Education. The Foundation shall manage the funds in accordance with applicable law, the provisions of this Agreement, and the Foundation's policies. The Foundation and University shall establish procedures for the expenditure of funds by the University in support of the Arena.

- 1. The funds shall be held and administered by the Foundation in a fund designated for the Arena.
- 2. The principal shall be invested in accordance with policy established by the Foundation's governing board.
- 3. The principal and investment earnings shall be distributed to the University in accordance with the Operating Agreement between the Foundation and the University.
- 4. A reasonable investment management fee may be assessed.

DISTRIBUTION

The principal and investment earnings shall be distributed to the University as needed for expenses associated with the Arena project. Funds shall be directed and distributed to the University by the

Executive Director of the Foundation at the request of the Vice-President for Finance and Administration of the University.

CHANGED CIRCUMSTANCES

In the event construction of the Arena is not approved by the Regents of the University and construction of the Arena is abandoned by the University, the funds held by the Foundation under this Agreement shall be returned to the University for return to ICCU per the terms of the agreement for naming rights.

ACCEPTED BY:		
University of Idaho		
Brian Foisy, Vice-President Finance and Administration	Date	
University of Idaho Foundation, Inc.		
Joy S. Fisher Executive Director	Date	

UNIVERSITY OF IDAHO

SUBJECT

Acquisition of real property in Bonner County near Sandpoint Idaho

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.a.

ALIGNMENT WITH STRATEGIC PLAN

Goal 1, Objective A and B; Goal 2, Objectives B and D: This acquisition facilitates delivery of new educational modules providing hands on experiences not possible with current facilities and sites, and improves educational access for adult learners in northern Idaho. This acquisition is an investment in innovative and relevant programs of current programmatic interest to the University of Idaho (UI). This investment in new academic and research facilities facilitates the creation and development of new ideas and solutions to address Idaho's needs for economic development and the education of its citizens.

BACKGROUND/DISCUSSION

The UI wishes to establish the Sandpoint Organic Agriculture Center (SOAC) to deliver additional outreach and educational programs in organic and sustainable agricultural production and business. The development of the new center near Sandpoint, Idaho is made possible by acquisition of a 48 acre property and an adjoining 18 acre property previously gifted by the seller to the Regents for such use. The subject property includes a two-story lodge building with an elevator and commercial kitchen, a two-story bunkhouse and a number of other specialized improvements related to the existing certified organic fruit tree orchard on the property to be acquired. The land and improvements were recently appraised at \$3,382,000, but the seller is offering the property to the Regents for \$2,200,000 with a donation of the remaining equity as well as donation of certain operating equipment associated with the orchard operation, all through the University of Idaho Foundation. Ul's College of Agricultural and Life Sciences (CALS) has proposed a plan for education, outreach and extension activities that will take advantage of the property's horticultural attributes that are complementary to this programming. This facility is being offered by the seller at a cost that is much less than appraised market value.

IMPACT

Funding for the acquisition will be covered by the CALS budget. Ongoing operation costs will also be covered from CALS budgets.

ATTACHMENTS

Attachment 1 – Purchase and Gift Agreement

Attachment 2 – Map of subject property

STAFF COMMENTS AND RECOMMENDATIONS

Per Board Policy V.I.2.a, prior Board approval is required for property acquisitions with values in excess of \$1,000,000. The Purchase and Gift Agreement at Attachment 1 contains a Warranty Deed and legal description (Exhibit A).

Staff recommends approval.

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I move to approve the request by the University of Idaho to authorize the acquisition of the real property located in Bonner County as described in the materials presented to the Board, and to authorize the University's Vice President for Finance and Administration to execute all necessary transaction documents related thereto.

Moved by	Seconded by	Carried Yes	No
IVIOVEG DY	Seconded by	Callieu les	INU

REAL PROPERTY PURCHASE AND GIFT AGREEMENT

	THIS REAL PROPERTY	PURCHASE AND	GIFT AG	REEMENT ("A	reement") is
made	and entered into effective as	of the 17th day of	May	, 2018, by	and between
Dako	ta Consulting, LLC, an Idaho	Limited Liability C	orporation,	("Grantor") and	the Board of
Rege	nts of the University of Idaho	, a body politic and c	corporate or	rganized and exis	ting under the
consi	itution and laws of the State of	of Idaho ("Grantee")	, and the L	Iniversity of Idah	o Foundation,
Inc, a	in Idaho non-profit corporatio	n ("Foundation").			

RECITALS

Grantor is the owner of Subject Property and desires to convey the same to the Grantee in consideration of Grantee's payment of the agreed Purchase Price as well as the Grantor's gift of the remaining value of the Subject Property to Grantee through the Foundation. Grantor will update the appraised value of such gift within 60 days of closing as provided herein.

AGREEMENT

- 1. Gift and Grant. Subject to Grantee's acceptance of the gift of the Subject Property and Grantor's receipt of the Purchase Price, Grantor shall grant, transfer, sell, donate and convey all of Grantor's right, title and interest in and to that certain real property together with all easements, water rights (including access to any points of water diversion on Grantee's remaining property) and other rights appurtenant to said real property comprised of approximately 47.82 acres located in Bonner County, Idaho and more particularly described as shown on the draft deed attached here as Exhibit A, and including all buildings, structures, fixtures and improvements (including, without limitation, planted crops and existing trees) upon the real property ("Subject Property"). Grantor shall transfer the property via a warranty deed, without any restrictions that obligate Grantee to continue or maintain programs or specific uses.
- 2. License for Entry. Grantor grants to Grantee a license to enter upon Subject Property for all purposes reasonably related to a full and adequate determination of its suitability, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits to land and improvements.
- 3. Purchase Price. The "Purchase Price" for the Subject Property is \$2,200,000 to be paid in cash at closing.
- 4. Conditions to Closing. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be obligated to purchase the Subject Property unless at or prior to closing each of the following conditions has been met or Grantee has waived said condition in writing. Grantor shall cooperate with Grantee to execute any documents which may be necessary or convenient to the performance of these conditions:

Page 1

- (a) Title to the Subject Property shall be good and marketable and shall be free and clear of all liens, leases, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of real property taxes not yet due and payable and those exceptions approved in writing by Grantee ("Permitted Exceptions"). Between the date of this Agreement and the earlier of closing or the termination of this Agreement, Grantor shall not enter into any lease or occupancy agreement affecting the Subject Property or any portion thereof unless first approved in writing by Grantee. Grantor further agrees to remove on or before closing all monetary liens and encumbrances affecting the Subject Property except the lien of real property taxes not yet due and payable.
- (b) Grantee is able to obtain from a title insurance company authorized to do business in the State of Idaho a policy of title insurance, including any endorsements reasonably required by Grantee in the full amount of Purchase Price, insuring that marketable fee simple title to the Subject Property is vested in Grantee, subject only to the Permitted Exceptions (if any).
- (c) Grantee has obtained, at Grantee's sole expense, environmental tests and audits which shall show the Subject Property (i) to be free and clear of all Hazardous Materials (as defined herein), and (ii) to be suitable, in Grantee's sole opinion, for Grantee's intended uses. If any environmental review obtained by Grantee contemplates or suggest any further environmental review or testing, and Grantee wishes to complete said review, Grantee may reasonably extend the time for closing so that such further review shall be completed prior to Subject Property being transferred to Grantee and Grantee's satisfaction with such further review shall be deemed a condition prior to closing.
- (d) Grantee has obtained approval from its governing board to acquire Subject Property as provided by the terms of this Agreement.
- (e) All of Grantor's representations and warranties under this Agreement shall continue to be true and correct as of the date of closing.

In the event Grantee, at any time, reasonably deems any of the conditions set forth in this Section 4 unsatisfied, Grantee may terminate this Agreement upon fifteen (15) days' prior written notice to Grantor and this Agreement shall terminate. Notwithstanding any of the foregoing, neither party shall have the right to terminate this Agreement if such party is in default under this Agreement. In the event of any such termination of this Agreement, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination.

5. Closing Agent. Alliance Title and Escrow of Sandpoint, Idaho shall serve as the Closing Agent. Grantor shall deliver to the Closing Agent on or before August 1, 2018, a duly executed and acknowledged Special Warranty Deed ("Deed"), attached as Exhibit A, conveying all of Grantor's right, title and interest in Subject Property to Grantee, together with instructions to deliver and record Deed after Grantee deposits Purchase Price with the Closing Agent. On or before July 10, 2018, Grantee shall notify Grantor and Closing Agent, in writing that Grantee is satisfied with the conditions of transaction closing as set forth in Section 4 of this Agreement. Upon the date of such notice of Grantee satisfaction, Grantee shall also deposit the total Purchase

Price with the Closing Agent with instructions to disburse the Purchase Price to Grantor at closing and upon recordation of the Deed by Closing Agent.

- 6. Costs. Grantee shall pay the cost of recording the Deed. All real estate taxes and assessments due shall be paid by Grantor. All title insurance premiums shall be paid by Grantee.
- 7. Commissions. Each party hereto represents and warrants to the other that there are no brokerage commissions payable as a result of this transaction. The representations and warranties set forth in this Section shall survive closing.

8. Grantor's Representations and Warranties.

- (a) Grantor warrants and represents that Grantor has authority to enter into this Agreement and that Grantor holds marketable fee simple title to the Subject Property and no right to acquire the Subject Property has been granted to any other party, and that the Subject Property is free and clear of all liens, claims, security interests, pledges, charges, and encumbrances of any nature.
- Grantor has no knowledge of any "Hazardous Materials" (as hereinafter (b) defined), having ever been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Subject Property by any person or entity whatsoever in violation of any Environmental Laws (as hereinafter defined). The term "Hazardous Materials" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any "Environmental Laws." The term "Environmental Laws" shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, The Toxic Substances Control Act, the Clean Water Act 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended, or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.
- (c) Grantor, and to Grantor's knowledge, all other persons or entities who have occupied or are occupying the Subject Property, or any portion thereof, have, at all times, fully complied with all Environmental Laws and all other laws, rules and regulations (collectively, "Laws") as well as all permits, licenses, certificates and approvals relating to the development and use of the Subject Property (collectively, "Permits"). To Grantor's knowledge, (A) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Subject Property, and (B) no notice of noncompliance with any Permit relating to the development or use of the Subject Property has been issued.

- (d) There are no pending actions against Grantor (or to Grantor's knowledge, against any other person or entity) which relate to the condition or use of the Subject Property and Grantor has no knowledge of any facts or circumstances which could give rise to such action. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Subject Property, or the performance by Grantor of any of its obligations set forth in this Agreement.
- (e) To Grantor's knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings contemplated by, or pending or threatened against, Grantor which could prevent or delay the consummation of this transaction.

The warranties and representations set forth in this Section 8 shall constitute continuing warranties and representations, shall be deemed to be true and correct as of the date of closing of Grantee's acquisition of the Subject Property from Grantor, and shall survive the closing of Grantee's acquisition of the Subject Property from Grantor.

- 9. Grantor's Environmental Disclosure. Grantor is not aware of any environmental liabilities or hazards with regard to the Subject Property. Grantor, within five (5) days from the date of this Agreement, shall provide Grantee with all reports, test records and other information in the possession of Grantor (if any) relating to the presence of any hazardous materials on the Subject Property.
- 10. Condemnation. Should any entity having the power of condemnation bring an action or otherwise indicate an intent prior to the time of closing to acquire all or any portion of, or any interest in, the Subject Property, Grantee, at Grantee's sole option, may elect either (i) to terminate Grantee's obligation to purchase Subject Property by giving written notice to Grantor at any time prior to the time of closing, or (ii) to complete the purchase of the Subject Property with Grantor immediately appointing Grantee its attorney-in-fact to negotiate with said condemning entity as to its interest in the Subject Property and assigning to Grantee all amounts to be awarded for the Subject Property. Grantor agrees to provide Grantee, within ten (10) days after Grantor's receipt of same but in no event later than the time of closing, written notice of any actual or threatened condemnation proceeding.
- 11. Successors. This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.
- 12. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the losing party in any such action or proceeding shall pay the prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

- except upon the expiration of thirty (30) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such party, prior to expiration of said thirty (30) day period, has rectified the particulars specified in said notice of default. In the event of a default, the non-defaulting party may: a) terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the non-defaulting party, b) seek specific performance of this Agreement, and, in addition, recover all damages incurred by the non-defaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced, c) perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and d) pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting party.
- 14. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

To Grantee:

Vice President for Finance and Administration University of Idaho 875 Perimeter Dr MS3168 Moscow ID 83844-3168

To Grantor:

Dennis Pence Dakota Consulting 11053 North Boyer Rd Sandpoint ID 83864

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. Receipt shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

- 15. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.
- 16. Entire Agreement. This Agreement between the parties contain the entire agreement between the parties hereto and supersede all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.
- 17. Venue and Governing Law. Any legal proceeding instituted between the parties shall be in the courts of the County of Bonner, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.
- 18. Survival. All of the representations and warranties set forth in this Agreement shall constitute continuing representations and warranties, shall be deemed to be true and correct as of the date of Closing, and shall (along with all indemnification, defense and hold harmless obligations related thereto) survive Closing.
- 19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

EXECUTED as of the date first above written.

GRANTOR:

DAKOTA CONSULTING, LLC.

GRANTEE:

BOARD OF REGENTS OF THE

UNIVERSITY OF IDAHO,

Dennis Pence

Manager and Sole Owner

Brian Foisy

Vice President for Finance and Administration

FOUNDATION:

UNIVERSITY OF IDAHO FOUNDATION, INC

Joy Fisher

Executive Director

EXHIBIT A SPECIAL WARRANTY DEED

GRANTOR, DAKOTA CONSULTING, LLC, an Idaho Limited Liability Corporation, whose address is 11053 N Boyer Rd, Sandpoint ID 83864, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sells, conveys, and specially warrants unto the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate organized and existing under the laws and constitution of the state of Idaho, whose address is 875 Perimeter Dr MS 3168, Moscow ID 83844-3168, as GRANTEE, and to grantee's heirs and assigns forever, all of the real property, improvements, and appurtenances on the premises as described in the attached Exhibit A.

TOGETHER with all and singular, the rights and appurtenances pertaining to such real property, as they exist, including any and all timber, water rights, mineral rights, easements, rights-of-way and any and all improvements constructed thereon.

SUBJECT to all rights of reversion, reservations, casements, rights-of-way and defects in title arising prior to Grantor's ownership of the premises, Grantor warrants to Grantee, its successors and assigns, that Grantor has not created or permitted to be created any encumbrance, lien, charge, reservation or impediment of any kind against the premises and Grantor covenants that it will defend said premises to the extent of the warranties made herein against the lawful claim of all persons.

GRANTEE, by accepting delivery of this Special Warranty Deed, acknowledges and agrees that Grantee has had an opportunity to investigate title to and inspect and test the premises to the extent that Grantee deemed appropriate and that Grantee is satisfied with the title and the premises. Grantee accepts the premises AS IS, WITH ALL FAULTS, KNOWN OR UNKNOWN, without any representations or warranties by Grantor, or any agent or representative of Grantor except as expressly set forth in this Special Warranty Deed.

	S WHEREOF, GRAN 2018.	NTOR has hereunto caused this instrument to be executed this
GRANTOR: Dakota	Consulting, LLC	
Ву:		
Dennis Penc	e, Manager and Sole (Owner
Date:		
STATE of IDAHO)	
County of Bonner) ss.	
County of Bonner	,	
On this	_ day of	2018, before me, the undersigned, a Notary Public in and for said State
of Idaho, personally a	ppeared Dennis Pence	e, known or identified to me to be the Manager and Sole Owner, Dakota instrument, and acknowledged to me that the instrument was executed on
behalf of Dakota Con		and delice the second s
IN WITNES	S WHEREOF, I have	hereunto set my hand and affixed my official
seal the day and year		
		NOTARY PUBLIC for Idaho
		Residing at, Idaho
		My commission expires:

Page 7

(DEED) EXHIBIT A

A parcel of land being a portion of that property described in Warranty Deed, Instrument No. 713790, records of lying in West half of the northeast quarter of Section 3, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, and being more particularly described as follows:

COMMENCING at a point on the North-South section centerline of said Section 3, lying S00°12'23"E, 2043.22 feet from the North quarter corner of said Section 3;

Thence North 89°52'01" East, 25.00 feet to the easterly right-of-way of North Boyer Road, being marked by a 5/8" rebar and cap by PLS 14879 and being the TRUE POINT OF BEGINNING;

Thence continuing North 89°52'01"East, 467.67 feet to a 5/8" rebar and cap by PLS 14879;

Thence North 00°07'59" West, 117.82 feet to a 5/8" rebar and cap by PLS 14879;

Thence South 89°58'43" East, 141.00 feet to a 5/8" rebar and cap by PLS 14879;

Thence South 00°07'59" East, 117.44 feet to a 5/8" rebar and cap by PLS 14879;

Thence North 89°52'01" East, 694.73 feet to the East line of said West half of Section 3, being marked by a 5/8" rebar and cap by PLS 14879;

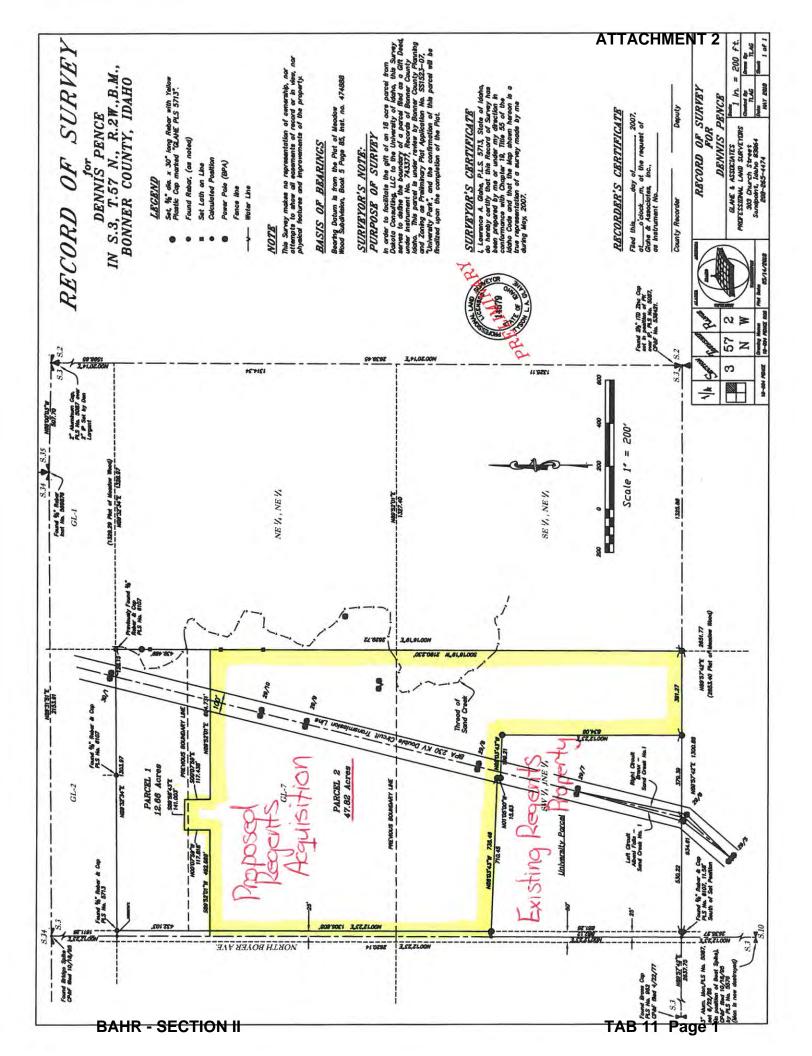
Thence along said East line, South 00°16'19" West, 2190.23 feet to a 5/8" rebar and cap by PLS 5713 and being on the East-West centerline of said Section 3;

Thence along said East-West section centerline, South 89°57'42" West, 391.27 feet to to a 5/8" rebar and cap by PLS 5713 and being the easterly line of the University Park as recorded on August 21, 2008 in Book 9 of Plats, Page 109, Instrument No. 757202, records of Bonner County, Idaho;

Thence along said along the easterly and northerly boundary of said University Park, the following four (4) courses:

- North 00°12'23" East, 834.06 feet to a 5/8" rebar and cap by PLS 5713;
- 2. North 88°03'43" West, 199.21 feet to a 5/8" rebar and cap by PLS 5713;
- 3. Thence North 01°05'00" West, 15.83 feet to a 5/8" rebar and cap by PLS 5713;
- Thence North 88°03'43" West, 710.45 feet to a 5/8" rebar and cap by PLS 5713, to said easterly right-of-way of North Boyer Road;

Thence along said easterly right-of-way of North Boyer Road, North 00°12'23" East, 1306.81 feet to the TRUE POINT OF BEGINNING 47.82 acres.



UNIVERSITY OF IDAHO

SUBJECT

Capital Project Authorization Request, Planning and Design Phases, for proposed Seed Potato Germplasm Facility in Moscow, Idaho

REFERENCE:

August 2017 Idaho State Board of Education (Board) approved Capital

Budget Request 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

ALIGNMENT WITH STRATEGIC PLAN

This item aligns with the following goals and objectives of the State Board of Education Strategic Plan:

Goal 1, Objectives A, and D:

One of the outcomes of this new facility will be to increase the access of both the citizenry and students to research and research opportunities which are to be conducted and supported by the facility.

Goal 2, Objectives A, B, C, and D:

The central purpose and intent of this new facility is to create a resource that can be utilized to expand and curate knowledge regarding the production of seed potatoes and to support the viability and economic growth of the potato industry within the State of Idaho. The work conducted within this facility will directly impact production of high quality Idaho potatoes through the generation of disease-free plantlets and minitubers from new and existing varieties. It will drive the supply of safe and clean seed potatoes for commercial growers. Further, this work will be preventative in the reduction of diseases in the industry.

BACKGROUND/DISCUSSION

This agenda item requests Board authorization to allow UI to proceed with the Planning and Design phase of a Capital Project to design and construct a Seed Germplasm Potato Facility. The proposed facility will support the efforts of the College of Agricultural and Life Sciences (CALS) to support the on-going needs of faculty in CALS and of the potato industry in Idaho. The proposed facility is to be located on the main campus of the UI in Moscow, Idaho.

The full, anticipated project cost is \$5,500,000 as noted in the six-year plan submitted in August, 2017. Recently, partial funding for this effort was obtained through the FY2019 Permanent Building Fund (PBF) process in the amount of

\$3,000,000. The remaining funding will consist of \$1,500,000 in gifts and donations and \$1,000,000 from CALS funds.

In compliance with Board Policies & Procedure, Section V.K.3.a, this Authorization Request is limited to the Planning and Design Phase of the overall effort. The Planning and Design Phase cost is estimated at \$650,000.

Planning Background and Project Description

The UI proposes to construct a Seed Potato Germplasm Facility as part of the ongoing effort to collaborate with and support the potato industry within the State of Idaho. The university currently maintains an existing Seed Potato Germplasm laboratory within the Iddings Agricultural Sciences Laboratory Building on the main campus of the university in Moscow, Idaho. However, this facility is small in size and scale, limiting production and germplasm storage. There is high demand from researchers and the potato industry to increase production and expand storage capacity.

Currently, nearly 70% of the existing seed potato program sales are to seed potato producers in Idaho. There is great need for production of early generation seed for higher quality seed production within Idaho. In addition, often second and third year production from seed occurs, leading to greater risk of diseased potatoes. It is anticipated that a scale up is necessary over the next few years to meet the likely doubling in demand. Current projections call for 100,000 more plantlets needed annually as the basis for minituber production for UI research and variety development.

Additionally, the new facility will have capacity to accommodate the national germplasm storage currently located in Colorado. This will provide greater access by Idaho seed potato producers and researchers to the widest array of potato germplasm, which will aid in the improvement of seed and commercial potato production in Idaho.

The intent is to construct a new facility, physically located at some distance from the Iddings Laboratory. The separation will reduce the risk of transmission of disease from other laboratories within the Iddings building which study potato pathogens. A separate location will minimize the traffic from students, faculty and staff without direct need to access the laboratory. While the existing facility has a very good track record in producing a high quality clean product, relocating this effort to a new, separate facility is prudent.

The UI contracted with Castellaw Kom Architects of Lewiston, Idaho to produce an initial feasibility study, program, and cost estimate. That feasibility effort was completed in May, 2017 and has received a welcome reception amongst industry groups and other stakeholders. This project authorization request is based upon that feasibility study and the input the study has generated since.

As described in the feasibility study, the facility is conceived of as an 11,300 gsf structure which will house research laboratory, growth and tissue culture facilities, germplasm storage, classrooms, and administrative offices. The facility is to be a separate, stand-alone facility to accommodate the research needs, germplasm production and storage capacity necessary to support the Idaho potato industry into the foreseeable future. The final site location is to be determined during the planning and design phase, but the initial concept is to locate the proposed Seed Potato Germplasm Facility in the west farm neighborhood of the main campus of the university.

Authorization Request

This request is for the Capital Project Design Phase Authorization necessary to plan and design the proposed Seed Potato Germplasm Facility.

The total project effort, including the PBF supported portion, is currently estimated at \$5,500,000, to include design and construction costs and appropriate and precautionary contingency allowances.

The project is consistent with the strategic goals and objectives of UI and is fully consistent with UI's strategic plan, specifically:

Goal One, Innovate:

This project supports the growth of scholarly research activity in the Agricultural Sciences. It provides support for creative research into solutions to the issues and concerns of one of the largest and most iconic industries within the State of Idaho.

Goal 2, Engage:

This project enhances and supports collaboration with the potato industry within the State of Idaho. The project is vetted and supported by leaders and stakeholders within the Idaho potato industry. It is the stated belief of the industry that this project will result in conditions in which there will be a focus which will increase use of home-grown, high quality material, thus giving the Idaho potato industry a significant advantage in the marketplace.

In addition the project is fully consistent with the principles, goals, and objectives of Ul's Long Range Campus Development Plan (LRCDP).

IMPACT

The immediate fiscal impact of this effort is to fund Planning and Design Phase costs of the project, with projected expenditures of approximately \$650,000. The overall project effort is anticipated to be \$5,500,000.

Overall	Project
---------	---------

<u>Funding</u>		Estimate Budget		
State	\$ 3,000,000	A/E & Consultant Fees	\$	498,300
Federal (Grant):		Construction		3,775,400
Other (UI)		Construction Cont.		377,500
University (CALS)	1,000,000	Owner Cost & FFE		348,800
Gifted Funds	 1,500,000	Project Cont.	•	500,000
Total	\$ 5,500,000	Total	\$	5,500,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

STAFF COMMENTS AND RECOMMENDATIONS

The full scope of the project is \$5,500,000. Of this, \$3,000,000 comes from an allocation from the Permanent Building Fund. The remaining cost of the project is being financed with an additional \$2.5 million in agency funds and funds gifted to the agency for this specific purpose. Per Board Policy V.K.1., Board approval is required when a project's cost is greater than \$1,000,000. Following the planning and design phase of this project, UI must return to the Board to obtain approval to proceed with construction.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the planning and design phase of the capital project for the proposed Seed Potato Germplasm Facility, for a total cost of \$5,500,000, with costs for the Planning and Design phase not to exceed \$650,000. Authorization includes the authority to execute all necessary and requisite consulting and vendor contracts to fully implement the planning and design phase 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 June, 2018

History Narrative

1 Institution/Agency: University of Idaho Project: Capital Project Authorization Request, Planning, Programming and Design

Phases, Proposed Seed Potato Germplasm Facility, University of Idaho,

Moscow, Idaho.

2 **Project Description:** A Capital Project to provide for the planning, programming and design of project to design and construct a proposed Seed

Germplasm Potato Facility on the Moscow campus of the University of Idaho.

3 Project Use: As currently envisioned, it is the intent of the University of Idaho to construct a separate, stand-alone facility to accommodate the

research needs, production capacity and germplasm storage capacity necessary to support the Idaho potato industry into the foreseeable future. The facility will house research laboratory, growth and tissue culture facilities, germplasm storage, classrooms, and administrative offices. The final site location is to be determined during the planning and design phase, but the initial concept is to locate the proposed Seed Potato Germplasm Facility in the west farm neighborhood of the main campus of the university in Moscow, Idaho. Such a location will provide the physical separation from the Iddings Laboratory facility as

desired.

4 Project Size: 11,300 gsf

6		Sources of Funds							Use of Funds*						
7	Project Cost History:						Total			Us	e of Funds				Total
8		PBF	ISBA		Other		Sources		Planning		Const		Other**		Uses
9	Initial Cost of Project. Planning, Programming and Design Phase Authorization request. June 2018	\$ 3,000,000	\$	- \$	2,500,000	\$	5,500,000	\$	498,300	\$	4,152,900	\$	848,800	\$	5,500,000
10															
11 12	History of Revisions:														
13		* • • • • • • • • • • • • • • • • • • •			0.500.000	_	=======================================	Ļ	100.000	_		_	0.40.000	_	
14	Total Project Costs	\$ 3,000,000	\$	- 9	2,500,000	\$	5,500,000	\$	498,300	\$	4,152,900	\$	848,800	\$	5,500,000

^{15 *} 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.

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

17 18					_		 Other Sou	rcas	of Funds		1
19	History of Funding:	PBF	ISBA		ln	stitutional Funds ifts/Grants)	Student Revenue	003	Other***	Total Other	Total Funding
20	Initial Project funding via the FY2018 PBF Process. Funds will be available 1 July 2017.	\$ 3,000,000	\$	-	\$	-	\$ -	\$	-	\$ -	\$ 3,000,000
21	Initial Cost of Project. Planning, Programming and Design Phase Authorization request. June 2018	\$ -	\$	-	\$	1,500,000	\$ -	\$	1,000,000	\$ 2,500,000	\$ 2,500,000
22											
23 24										-	-
25	Total	\$ 3,000,000	\$	-	\$	1,500,000	\$ -	\$	1,000,000	\$ 2,500,000	\$ 5,500,000

^{26 ***} UI College of Agricultural and Life Sciences

BAHR - SECTION II TAB 12 Page 1

SUBJECT

College of Eastern Idaho Real and Personal Property Transfer

REFERENCE

January 27, 2017 Idaho State Board of Education (Board) approved

resolution recommending the formation of a community

college district in Bonneville County.

June 15, 2017 Board approved trustee zones for the College of

Eastern Idaho.

July 5, 2017 Board approved appointment of College of Eastern

Idaho board of trustees.

August 10, 2017 Board approved legislation removing Eastern Idaho

Technical College from Idaho Statute.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 1 ("A Well Educated Citizenry") Objective A ("Access: Set policy and advocate for increasing access to Idaho's educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.").

BACKGROUND/DISCUSSION

The College of Eastern Idaho (CEI) and Eastern Idaho Technical College (EITC) have operating conjointly from the EITC campus during the 2017-2018 academic year. With the enactment of Senate Bill 1210 (2018), Eastern Idaho Technical College (EITC) will cease to exist as of July 1, 2018. College of Estern Idaho will assume responsibility for offering career technical education programs previously offered by EITC, as well as academic programs for which it has Board approval. The final step in this transition is for the Board to transfer the EITC campus and all personal property to CEI.

Board Policy V.I.5.b.iii requires Board approval of transfers of real property. Transfer of the EITC real property to CEI will occur through a quitclaim deed. The grantor under the quitclaim deed is the State of Idaho, acting by and through the State Board of Education, in its capacity as the Board for Career Technical Education.

The EITC campus includes Building 6, the health sciences building constructed with bonds issued by the Idaho State Building Authority (Building Authority) in 2005. As part of that transaction, EITC leased approximately 2.7 acres to the Building Authority under a Site Lease dated August 25, 2005, with the consent and approval of the State Board for Professional-Technical (now Career Technical) Education. After construction of the facilities, the Building Authority leased the completed facilities ("Facilities") to the State of Idaho acting though the Idaho Department of Administration and EITC, with the consent of the State Board for

Professional-Technical Education. Repayment of the bonds is currently projected to be complete at the end of fiscal year 2024. Due to the bond obligations, the Facilities, including the real property, which is the subject of the site lease, are excluded from the quitclaim deed. It is expected that CEI will continue to use the Facilities, in the same manner as used by EITC, pursuant to a sublease between the Department of Administration and CEI. The Department of Administration has confirmed that it will continue to request the annual appropriation of funds required to repay the bonds under the terms of the Facilities Lease, as has been the case since 2005. After repayment of the bonds is complete, additional Board action will be required to transfer title to the Facilities to CEI.

Board Policy V.I.6.c states that "transfer of property from one Board institution, school or agency to another institution, school or agency under Board governance may be made without participation by the State Board of Examiners or the Department of Administration, but such transfers of property with a value greater than two hundred fifty thousand dollars (\$250,000) require prior Board approval." All personal property owned by EITC, including computers, furniture, etc. will be transferred from EITC to CEI via the attached Educational Facility Property Agreement.

IMPACT

EITC will no longer exist as of July 1, 2018. Transfer of land and personal property is necessary for CEI in its operation as a community college.

ATTACHMENTS

Attachment 1 – Educational Facilities Property Agreement

Attachment 2 - Quit Claim Deed

STAFF COMMENTS

Transfer to CEI of real and personal property used by EITC to offer career technical education is required in order for CEI to continue providing career technical education as well as academic programs in its role as a community college.

Staff recommends approval.

BOARD ACTION

I move to approve the quitclaim deed transferring title of the Eastern Idaho Technical College campus to the College of Eastern Idaho, except for that portion of the campus encumbered with the Building Authority Site Lease and Facilities Lease.

Moved by	Seconded by	Carried Yes	No	
AND				

• • •	execution of the Education es understanding regarding e of Eastern Idaho.	, ,	, 0
1 1 7 - 3			
Moved by	Seconded by	Carried Yes	No

EDUCATION FACILITIES PROPERTY TRANSFER AGREEMENT

THIS EDUCATIONAL FACILITIES PROPERTY TRANSFER AGREEMENT ("Agreement") is made this 30th day of June, 2018 ("Effective Date"), by and between the COLLEGE OF EASTERN IDAHO, an Idaho community college district formed pursuant to Title 33, Chapter 21, Idaho Code ("CEI"), and the STATE OF IDAHO, through the State Board of Education, in its capacity as the Board for Career Technical Education and as the Board for Eastern Idaho Technical College ("SBOE").

RECITALS

- A. Eastern Idaho Technical College ("EITC") was established as a postsecondary technical college in 1970 under Idaho Code, Section 33-2208 and has a core mission of providing career technical education.
- B. The general supervision, government and control of EITC is vested in the State Board for Career Technical Education pursuant to Idaho Code, Section 33-2209.
- C. The State Board of Education is the State Board for Career Technical Education under Idaho Code, Section 33-2202.
- D. The SBOE is charged with supervising all public education in Idaho under Idaho Constitution, Article IX, Section 2 and Idaho Code, Section 33-107.
- E. On May 16, 2017, the voters of Bonneville County elected to form a community college district, pursuant to Idaho Code, Section 33-2104.
- F. Part of the campaign to establish a community college in Bonneville County was based on the assumption that costs to form a community college district would be kept low by converting EITC into the proposed community college and using the existing EITC facilities for the operations of the new community college.
- G. CEI and EITC have been jointly offering courses and academic programs from the EITC campus during the 2017 2018 school year pursuant to a Memorandum of Understanding dated August 16, 2017, with EITC primarily providing career technical programs and CEI primarily providing academic programs.
- H. Statutory changes which will go into effect July 1, 2018 will result in the legislative dissolution of EITC.
- I. Once EITC ceases to exist, CEI will offer career technical programs as well as academic programs, as is typical for Idaho's public community colleges.
- J. CEI will continue its operations from the EITC campus as a community college, funded in part with State of Idaho legislative appropriations.
- K. SBOE is responsible for approval of and submission of community college budget {00476500;1}

requests to the executive and legislative branches of government and for academic program approval at community colleges.

- L. Contemporaneously herewith, the State will transfer to CEI certain real property comprising the EITC campus as more particularly described on the quitclaim deed attached as **Exhibit A** ("EITC Campus").
- M. Contemporaneously herewith, the State will transfer to CEI the personal property currently owned by EITC and located on the EITC campus
- N. EITC is a party to that certain Site Lease of a portion of the EITC campus dated August 25, 2005 between the Idaho State Building Authority, as lessee, and the State of Idaho acting through EITC, as lessor ("Site Lease") on which the Authority financed and constructed nursing and health education building (the "Facilities") and that certain Facilities Lease dated August 25, 2005 between the Authority, as lessee, and the State of Idaho acting through the Idaho Department of Administration ("IDOA") and EITC, as lessee, ("Facilities Lease") leasing the completed Facilities to the State for use by EITC. A copy of the Site Lease is attached as **Exhibit B.** A copy of the Facilities Lease is attached as **Exhibit C.** Title to the Facilities will not transfer to CEI until after bond repayment is complete.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, and the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, the State and CEI represent, covenant, undertake and agree as follows:

1. DESCRIPTION OF PROPERTY TO BE TRANSFERRED.

Subject to the terms and conditions of this Agreement, the Board agrees to divest, transfer and convey, and CEI agrees to acquire, assume and have transferred and conveyed, the real property described on the quitclaim deed attached as **Exhibit A** and all personal property currently owned by EITC and used by EITC, collectively "Property."

2. CONSIDERATION FOR TRANSFER.

As consideration for the transfer of the Property,

- a) CEI will assume EITC's role of providing career technical education programs as well as providing public postsecondary education, community and workforce training, and adult basic education in perpetuity;
- b) CEI will enter a Sublease with the Department of Administration, pursuant to terms set forth therein, authorizing CEI to continue leasing the Facilities during the term of the Site Lease;
- c) CEI will grant easements to the State and the Idaho State Building Authority, if requested, for access and utility services to the Site Lease parcel so the State can comply with the Site Lease;

- d) CEI will assume all obligations, encumbering the EITC personal property, if any, and shall be solely responsible for all costs associated with the personal property after the Effective Date.
 - e) CEI will pay all costs associated with the transfer of the Property.

3. ADDITIONAL TERMS.

- a) Title Matters. Title to the EITC campus is transferred via a quitclaim deed. CEI expressly acknowledges that it has elected not to procure title insurance insuring that fee title is vested in the State of Idaho, SBOE and/or EITC.
 - b) AS IS CONDITION, DISCLAIMER OF WARRANTIES.

CEI HAS OCCUPIED, WITH EITC, THE EITC CAMPUS FOR APPROXIMATELY ONE (1) YEAR MORE OR LESS, DURING WHICH PERIOD CEI HAS HAD THE OPPORTUNITY TO BECOME FULLY FAMILIAR WITH THE CONDITION AND ALL OTHER ASPECTS OF THE PROPERTY, REAL AND PERSONAL. ACCORDINGLY, CEI ACKNOWLEDGES THAT AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, CEI SHALL HAVE CONDUCTED ITS OWN DUE DILIGENCE INSPECTION OF THE PROPERTY AND THAT CEI SHALL ACCEPT THE PROPERTY IN "AS IS -WHERE IS" CONDITION AND IN THE CONDITION THAT THE PROPERTY IS IN AS OF THE DATE OF THE RECORDING OF THE QUITCLAIM DEED. SBOE HAS NOT MADE AND DOES NOT MAKE ANY OTHER VERBAL OR IMPLIED PROMISES, AGREEMENTS, STIPULATIONS, REPRESENTATIONS OR WARRANTIES OF ANY CHARACTER WHATSOEVER, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND CEI IN ENTERING INTO THIS AGREEMENT IS RELYING WHOLLY UPON ITS OWN DUE DILIGENCE INSPECTION AND JUDGMENT. CEI SHALL TAKE THE REAL PROPERTY SUBJECT TO THIRD PARTY CLAIMS ARISING OUT OF OR RESULTING FROM DISCREPANCIES, ENCROACHMENTS AND OVERLAPS BETWEEN OR RESULTING FROM EXISTING PERIMETER FENCE LOCATIONS AND THE SURVEYED BOUNDARY LINES OF THE PROPERTY, IF ANY, AND/OR TO ANY STATE OF FACTS AN ACCURATE SURVEY OR INSPECTION OF THE PROPERTY WOULD SHOW. CEI AGREES THAT IT WILL HAVE ASCERTAINED, AS OF THE DATE OF RECORDING OF THE QUITCLAIM DEED, FROM SOURCES OTHER THAN SBOE, THE APPLICABLE ZONING, BUILDING, HOUSING, AND OTHER REGULATORY ORDINANCES AND LAWS AND CEI ACCEPTS THE PROPERTY WITH FULL AWARENESS OF THESE ORDINANCES AND LAWS AS THEY MAY AFFECT THE PRESENT USE OR ANY INTENDED FUTURE USE OF THE PROPERTY AND SHOE HAS MADE NO REPRESENTATIONS WITH RESPECT THERETO.

D 4	IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective
Date.	
	COLLEGE OF EASTERN IDAHO
	By:
	Rick Aman
	President
	STATE OF IDAHO, acting through the IDAHO STATE BOARD OF
	EDUCATION IN ITS CAPACITY AS THE BOARD FOR CAREER TECHNICAL
	EDUCATION AND AS THE BOARD FOR EASTERN IDAHO TECHNICAL
	By:
	Linda Clark
	President

ATTACHMENT 1

EXHIBIT A: QUITCLAIM DEED

ATTACHMENT 1

EXHIBIT B: SITE LEASE

SITE LEASE

(Eastern Idaho Technical College Health Education Building)

THIS SITE LEASE is entered into as of the 25th day of August, 2005, by and between the State of Idaho acting by and through EASTERN IDAHO TECHNICAL COLLEGE, with consent and approval of THE STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION (hereinafter the "State"), and the IDAHO STATE BUILDING AUTHORITY (hereinafter the "Authority"). This agreement is hereinafter referred to as the "Site Lease."

RECITALS

- A. The State Board for Professional-Technical Education is vested with the general supervision, governance and control of Eastern Idaho Technical College pursuant to Idaho Code §§ 33-2209 and 33-2211. Eastern Idaho Technical College is a body politic and corporate. References to "EITC" herein shall mean Eastern Idaho Technical College and the State Board for Professional-Technical Education acting pursuant to its authority to supervise, govern and control Eastern Idaho Technical College; and,
- B. The State is the owner of certain real property described in Exhibit A hereto and desires to lease such property to the Authority for the purpose of financing and developing a health and education building to be constructed thereon described on Exhibit B attached hereto (the "Facilities") to be leased to the State of Idaho, acting through the Department of Administration ("IDOA") and EITC under an annually renewable lease (the "Facilities Lease"), entered into coincidentally herewith; and,
- C. In accordance with the provisions of Idaho Code, Section 67-6410(a), the Idaho Legislature, pursuant to Senate Concurrent Resolution No. 134, Second Regular Session of the Fifty-seventh Legislature, has authorized the State to enter into agreements as may be reasonable and necessary with the Authority for the purpose of providing financing to develop and construct facilities for use by the State; and,
- D. The Authority intends to finance and develop the Facilities on the Premises (as hereinafter defined) and to lease the Facilities and Premises to IDOA and EITC in accordance with the Facilities Lease, entered into coincidentally herewith; and,
- E. The State and the Authority acknowledge that there shall be no merger of the State's leasehold interest under the Facilities Lease and the State's ownership interest in the Premises, which merger would cause the cancellation or termination of this Site Lease; and

SITE LEASE - Page 1

F. The State represents that neither the execution and delivery of this Site Lease, the consummation of the transactions contemplated by this Site Lease, nor the fulfillment of or compliance with the terms and conditions of this Site Lease conflict with or results in a breach of any terms, conditions or provisions of any restriction, agreement, or instrument to which the State is now a party or to which the State is bound.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Recitals</u>: The parties acknowledge the foregoing Recitals are true and are incorporated into this Site Lease as if set forth in full.
- 2. <u>Premises</u>: The State hereby leases to the Authority, subject to the conditions expressed herein, certain real property located in Bonneville County, Idaho, specifically described in Exhibit A attached hereto and incorporated herein together with all easements and rights appurtenant thereto and all other improvements thereon (the "Premises").

As used herein the term "Premises" refers solely to the real property and existing improvements and not to any improvements to be constructed thereon from time to time during the term of this lease.

- 3. <u>Term</u>: The Term of this Site Lease shall be a period commencing on the date hereof and expiring June 30, 2040, unless earlier terminated pursuant to paragraph 9 hereof.
- 4. **Rent**: The Premises are leased to the Authority without consideration as authorized pursuant to Idaho Code, Section 67-6421.
- 5. <u>Development</u>: The Authority shall have the right to raze existing improvements, and develop, acquire and construct Facilities on the portion of the Premises described on Exhibit A in accordance with the Facilities Lease. In the event the Facilities Lease expires or is terminated for any reason except by the State as provided in paragraph 9 below, the Authority may use the Premises for any lawful purpose.
- 6. <u>Permanent Easements</u>: At the Authority's request or as may be reasonably required, the State shall grant to public entities, public service corporations, or to the Authority such rights-of-way, utility, or other permanent easements on, over or through the Premises and adjacent property owned by the State for telephone, electricity, water, sanitary or storm sewers or both, site drainage and for other utilities and municipal or special district services necessary or appropriate to serve improvements constructed thereon by the Authority.
- 7. <u>Utility Services to Premises in Event of Expiration or Termination of the Facilities Lease</u>: Facilities to be constructed on the Premises by the Authority are or may be designed and constructed to use water, sewer and other utility services furnished by or through

SITE LEASE – Page 2

facilities owned or operated by the State, in which event the Facilities will not be connected directly to public utility services or lines. In the event the State fails to renew the Facilities Lease or the State's rights to use of the Facilities under the Facilities Lease otherwise terminate, except termination by the State pursuant to paragraph 9 hereof, the State shall continue to provide all such utility services and all other public utility services to the Facilities and pay all costs and charges thereof. The Authority may, but shall not be required to, connect the Facilities directly to public utility services and provide such connections thereto. If such service crosses land owned by the State or third parties, the State will furnish permanent easements across such land for domestic water and sanitary sewer lines. The State shall permit, without charge therefor, continued use by the Authority of all utility services provided through the State from adjacent property until the Facilities are fully connected and serviced directly by public utilities.

- 8. Right to Assign: Subject to the rights of the State under the Facilities Lease and subject to the State's consent, which shall not be unreasonably withheld, the Authority shall have the right to assign this Site Lease. The State hereby consents to any assignment by the Authority to secure any Mortgage described in paragraph 10 hereof. In the event of such an assignment, except assignments to secure such Mortgages, the Authority shall be released from any and all liabilities arising or accruing under this Site Lease after the date of such assignment.
- 9. Optional Termination: At such time as all sums owing for any bonds or notes issued by the Authority to finance Facilities and all other obligations of the Authority relating to the Facilities or the Premises have been paid in full or provisions for such full payment have been made to the satisfaction of the Authority, the State shall have the right, at its option, to terminate this Site Lease by written notice to the Authority and all alterations, improvements, replacements and appurtenances on or to the Premises, including the Facilities, shall be deemed to be part of the Premises and shall revert to the State and shall become the sole and absolute property of the State.
- Mortgages: The Authority shall have the right at any time and from time to time to pledge, lien or otherwise encumber its leasehold interest herein granted and its interest in any or all improvements thereon and appurtenances thereto by one or more mortgages, deeds of trust, assignment, or other encumbrances (herein referred to as "Mortgages"), as security for a loan or loans or other obligation of the Authority relating to the Facilities or the Premises, provided that:
- (a) The Mortgages and all rights acquired thereunder shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Site Lease and shall be subject to all rights and interests of the State as provided in this Site Lease and shall not encumber the State's fee title to the Premises.
- (b) The Authority shall give the State prior notice of any such Mortgages, and shall accompany the notice with a true copy of such Mortgages and any indebtedness secured thereby.

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11. <u>Indemnification</u>: The Authority shall indemnify and hold the State, its agents, representatives, employees and assigns, harmless from and/or against any and all claims, damages, costs, liabilities, and expenses (including reasonable attorneys' fees and defense costs) arising out of or relating to the Authority's possession, operations or performance under this Site Lease.

This indemnification does not apply to claims, damages, costs, liabilities, and expenses (including reasonable attorneys' fees and defense costs) which are or are alleged to be caused, in whole or in part by any act or omission for which the Authority is indemnified under the Facilities Lease, or by negligent or otherwise wrongful acts, errors, omissions or fault on the part of the State, or its employees, agents, representatives, or assigns, or is a result of the State's breach of this Site Lease.

Hazardous/Materials: In the event any hazardous materials are found to exist in or 12. under the Premises prior to the date of this Site Lease in violation of any environmental laws or if any appropriate government agency or authority requires testing to determine whether any hazardous materials are in violation of any environmental laws, the State, at the State's cost and expense, shall cause such testing to be performed and shall cause any such hazardous materials to be removed, remediated or abated in compliance with all environmental laws. The State hereby agrees to indemnify, defend, and hold the Authority harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the premises prior to the date of this Site Lease. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA) the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

The Authority shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with all state, federal, or local laws, rules or regulations. The Authority shall comply with any lawful order by an entity reposed with the Authority to regulate the use, accumulation, storage or disposal of hazardous waste. The Authority shall not be responsible for any of such materials placed on the Premises by or through the State prior to or during any term of the Facilities Lease.

13. **Zoning/Building Restrictions**: This Site Lease is subject to all applicable zoning ordinances and restrictions and all limitations of record, and is subject to any and all easements for public utilities of record. The State warrants that such ordinances, restrictions, limitations and easements do not prevent the use of the Premises as provided for in the Facilities Lease.

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- 14. <u>Waste and Nuisance Prohibited</u>: The Authority shall comply, during the term of this Site Lease, with all applicable laws affecting the Premises, the violation of which might result in any penalty assessed upon the State or forfeiture of the State's title to the Premises. The Authority shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.
- 15. **Remedies and Forbearance/Waivers**: No delay or omission on the part of the State or the Authority to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.
- 16. Officials, Agents, and Employees Not Personally Liable: It is agreed that in no event shall any official, officer, employee or agent of the Authority, nor any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Site Lease.
- 17. **Quiet Enjoyment**: The State covenants that the Authority shall have the peaceful and quiet enjoyment of the Premises for the term of the Site Lease.
- 18. **Right of Entry**: The Authority shall permit the State and the agents and employees of the State to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to the Authority for any loss of occupancy or quiet enjoyment of the Premises thereby occasioned; provided, however, that the State shall first give twenty four (24) hours written notice of its desire to inspect the Premises and such inspection shall be accompanied by a designated representative of the Authority. Such notice and inspection procedures shall not apply during any term of the Facilities Lease.
- 19. **Default**: In the event the State shall at any time deem the Authority to be in breach of this Site Lease, the State shall promptly notify the Authority, in writing, stating specifically the nature of any such alleged breach. The Authority shall not be deemed to be in default hereunder unless the Authority fails to commence to cure any such default within ninety (90) calendar days after its receipt of such written notice and to diligently proceed to cure such default within a reasonable time. In the event of default the State shall have all rights and remedies provided by law.
- 20. <u>Attorney Fees and Costs</u>: In the event that either party to this Site Lease shall enforce any of the provisions hereof in any action at law or in equity the prevailing party to such litigation shall be entitled to recover from the other party or parties all costs and expenses, including reasonable attorney fees, incurred therein.

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- 21. **Integration**: This Site Lease embodies the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Site Lease shall not be modified except in writing signed by all parties to be bound.
- 22. **Execution of Documents**: The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Site Lease or any of the provisions herein.
- Warranty of Title: The State warrants to the Authority that it has the power and authority to enter into this Site Lease and that the execution, delivery of this Site Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. The State further warrants that the State has good and marketable title to Premises, free and clear of all claims, liens and encumbrances except as described in Exhibit A hereof.
- 24. **Notices**: All notices under this Site Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the State:

Eastern Idaho Technical College

Attn: Office of the President

1600 S. 25th E.

Idaho Falls, ID 83404

with copy to: Department of Administration

Attn: Director Statehouse Mail Boise, Idaho 83720

If to the Authority:

Idaho State Building Authority

Attn: Executive Director Post Office Box 2802 Boise, Idaho 83701

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

- 25. **Binding Effect**: This Site Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.
- 26. **Severability**: If any term or provision of this Site Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of

SITE LEASE – Page 6 I:\4400.000\Eastern Idaho Technical College (4400.035)\Site Lease 05.doc this Site Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Site Lease shall be valid and shall be enforced to the extent permitted by law.

- 27. **Headings**: Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Site Lease.
- 28. <u>Counterparts</u>: This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 29. <u>Time of the Essence</u>: Time is of the essence of this Site Lease, and of each and every covenant, term, condition, and provisions thereof.
 - 30. **Recording Copy**: Either party may, at its option and expense, record this Site Lease.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed effective as of the day and year first above written.

THE STATE:

EASTERN IDAHØ TECHNICAL COLLEGE

illiam A. Robertson, Its President

THE AUTHORITY:

IDAHO STATE BUILDING AUTHORITY

Tracy, Its Chairman

Attest Wayne V Meuleman, Its Secretary

STATE OF IDAHO

County of Bonneville

On this <u>Ile</u> day of <u>August</u>, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Robertson, known or identified to me to be the President of Eastern Idaho Technical College, who acknowledged to me that [he/she] executed the within Site Lease on behalf of Eastern Idaho Technical College in his representative capacity.

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

ublic for Idaho

Commission Expires:

SITE LEASE - Page 8

STATE OF IDAHO) ss.
County of Ada)

On this 28th day of SEPTERBER, 2005, before me, the undersigned, a Notary Public in and for the state of Idaho, personally appeared V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary of Idaho State Building Authority, each of whom acknowledged to me that they executed the within Site Lease on behalf of the Idaho State Building Authority in their representative capacity.

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

PUBLIC OF IDA

Notary Public for Idaho Residing at Boise, Idaho

Commission Expires: 5/1/08

Boise ID 83701.

EXHIBIT A SITE LEASE

PREMISES DESCRIPTION

Parcel A (Building Site) – The exclusive right in and to the following described property:

Beginning at a point that is S00°16'52"W 618.33 feet along the section line and N89°43'08"W 665.93 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian Bonneville County, Idaho and running thence S00°11'28"W 388.48 feet; thence N89°45'07"W 303.39 feet; thence N00°18'44"E 388.61 feet; thence S89°43'41"E 302.57 feet to a point of beginning, containing 2.709 acres.

AND

Parcel B (Access Parcel) – The non-exclusive right to use the following described property for ingress and egress to Parcel A:

Beginning at a point that is S00°16'52"W 596.96 along the section line and N89°43'08"W 114.00 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho point of beginning also being on the West right of way line of Hitt road and running thence N89°43'03"W 51.85 feet to a point of a curve with a radius of 60.53 feet and a chord that bears S66°30'22"W 48.81 feet; thence to the left along said curve 50.24 feet thru a central angle of 47°33'09" to a point of a reverse curve with a radius of 5.00 feet and a chord that bears S66°30'04"W 4.03 feet; then to the right along said curve 4.15 feet thru a central angle of 47°32'32"; thence N89°43'41"W 451.72 feet; thence S00°11'28"W 28.26 feet; thence S89°43'41"E 457.93 feet to a point of a curve with a radius of 19.99 feet and a chord that bears N63°26'18"E 18.04 feet; thence to the left along said curve 18.72 feet thru a central angle of 53°40'02" to a point of a reverse curve with a radius of 32.27 feet and a chord that bears N63°26'23"E 29.14 feet; thence to the right along said curve 30.23 feet thru a central angle of 53°40'39"; thence S89°43'03"E 51.85 feet to said right of way line; thence N00°16'52"E 28.26 feet to the point of beginning.

Parcels A is subject to an option to purchase an easement to construct and operate a natural gas pipeline recorded October 1, 1957 and Parcel B is subject to two easements and right of way granted to City of Idaho Falls for construction and maintenance of a main or interceptor sewer recorded April 2, 1971 and May 14, 1971 respectively.

Parcels A and B are shown on the attached Concept Site Plan.

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EXHIBIT B SITE LEASE

EASTERN IDAHO TECHNICAL COLLEGE / HEALTH AND EDUCATION BUILDING

This project will provide a new facility for Nursing/Health Education programs on the campus of EITC. The building will provide a full range of instructional spaces including classrooms, laboratories, preparation rooms, offices, computer laboratories, and distance education facilities.

Approximate Total Square Footage: 40,000

ATTACHMENT 1

EXHIBIT C: FACILITIES LEASE

FACILITIES LEASE

(Eastern Idaho Technical College Health Education Building)

THIS FACILITIES LEASE, made as of the 25th day of August, 2005, between the IDAHO STATE BUILDING AUTHORITY (the "Authority"), as lessor, and the STATE OF IDAHO (the "State"), acting through the IDAHO DEPARTMENT OF ADMINISTRATION ("IDOA") and EASTERN IDAHO TECHNICAL COLLEGE ("EITC"), with the consent and approval of the STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION, as lessee.

RECITALS

- A. The Authority was created by the Idaho State Building Authority Act, Title 67, Chapter 64, Idaho Code, to finance, construct, and operate facilities for the purposes set forth in the Act; and
- B. The Authority is empowered by the Act, among other powers, to acquire property; to enter into agreements with the State of Idaho or any agency, board, department or commission thereof for the financing of facilities; to provide for the acquisition, development, construction, reconstruction, improvement, alteration, maintenance, operation, or repair of facilities or parts thereof; and to lease such facilities as provided by the Act; and
- C. In accordance with the provisions of Idaho Code, Section 67-6410(a), the Idaho Legislature, pursuant to Senate Concurrent Resolution No. 134, Second Regular Session of the Fifty-seventh Legislature, has authorized the IDOA and EITC to enter into agreements with the Authority as may be reasonable and necessary for the purpose of providing financing and development of educational facilities (defined herein as the "Facilities"), for use by EITC; and
- D. Concurrently herewith, the Authority has leased the real property described in Exhibit A pursuant to the Site Lease, as defined hereinafter, as the site for the Facilities, and hereby agrees to lease the Facilities back to the State pursuant to this Facilities Lease; and
- E. The Authority intends to finance the cost of acquisition of the Facilities and related costs by the issuance of bonds, notes or other evidences of indebtedness as authorized by the Act; and
- F. The State and the Authority acknowledge that there shall be no merger of the State's leasehold interest in the Facilities and its ownership interest in the real property described in Exhibit A; and

FACILITIES LEASE - Page 1

G. The State will be responsible for the design and construction of the Facilities pursuant to the terms of the Development Agreement, as hereinafter defined, and will lease the Facilities from the Authority upon the terms and conditions set forth in this Facilities Lease.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the parties agree:

ARTICLE 1 FINDINGS AND DECLARATION

- Section 1.1 Findings: The Authority has found and declared, in accordance with Section 67-6410(c), Idaho Code, that the Facilities will be of public use and will provide a public benefit to the people of the State of Idaho.
- Section 1.2 Declaration: The parties agree and acknowledge that the Recitals contained in this Facilities Lease are true and are incorporated into this Facilities Lease as if set forth in full. This Facilities Lease shall constitute the agreement of the Authority to provide the Facilities as required by Section 67-6410(b), Idaho Code.

ARTICLE 2 DEFINITIONS

The terms used herein shall have the following meanings:

- Section 2.1 "Act" shall mean Chapter 64, Title 67, Idaho Code, as it now exists and as it may hereafter be amended and supplemented.
- Section 2.2 "Administrative Costs" shall mean the Authority's expenses (including reasonable reserves for such expenses) for real property assessments, allocable administration and general expenses of the Authority, expenses for maintenance and repairs, insurance premiums, arbitrage rebate calculation expenses, utility charges, legal, financial, architectural and engineering expenses, fees and expenses of fiduciaries under the Bond Resolution, bond insurance, guaranty and/or letter of credit fees, interest and finance charges, and any other expenses or contingencies to be paid or provided for by the Authority, all to the extent properly attributable to the Facilities and payable by the Authority. Administrative Costs shall not include any Cost of Acquisition and Construction or any provision for depreciation, amortization or similar charges or any expenses for maintenance and repairs, utility services or insurance paid for or provided by the State pursuant to this Facilities Lease.
- Section 2.3 "Annual Rent" shall mean, with respect to the initial term of this Facilities Lease and each renewal term thereof, the Basic Rent and Additional Rent determined in accordance with Article 6 hereof due and payable by the State to the Authority with respect to the Facilities for such lease term.

FACILITIES LEASE - Page 2

- **Section 2.4** "**Authority**" shall mean the Idaho State Building Authority, an independent public body corporate and politic of the State of Idaho, created by and existing under the Act.
- Section 2.5 "Bonds" shall mean the portion of any bond or bonds, note or notes, or other evidences of indebtedness issued by the Authority for the purpose of financing the Cost of Acquisition and Construction and bonds or notes issued to refinance all or any part thereof and any bonds or notes issued to finance any additions, modifications or replacements of the Facilities from time to time hereafter.
- **Section 2.6** "**Bond Resolution**" shall mean the resolution or resolutions of the Authority, as amended and supplemented, authorizing the issuance of Bonds.
- Section 2.7 "Code" means the Internal Revenue Code of 1986, as amended, regulations thereunder and rulings and judicial decisions interpreting or construing the Code.
- Section 2.8 "Cost of Acquisition and Construction" shall mean any proper and reasonable cost, whether or not specifically mentioned herein, of the lease, development and design and construction of the Facilities and furniture, fixtures, machinery, apparatus and equipment therefore; of engineering and architectural services, designs, plans, specifications and surveys; of planning, analysis, project management, administration, inspection and similar services in connection with the Facilities; of acquisition or lease of any land or interest therein for use in connection therewith; of preparation of the sites thereof and of any land to be used in connection therewith; of any indemnity and surety bonds and insurance premiums; of allocable administrative and general expenses of the Authority; of allocable portions of legal fees, audits, fees and expenses of any trustees, depositories and paying agents, financial advisors, underwriters and others for the Bonds; of issuance of the Bonds and interest thereon and other financing charges, and of fees and expenses of other advisors and consultants necessary or appropriate in connection therewith; of the payment of any Bonds of the Authority (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Facilities; of expenses necessary or incidental to determining the feasibility or practicability of the Facilities; and of all other reasonable expenses not specified herein as may be necessary or incidental to the development, design, construction and acquisition of the Facilities, the financing thereof, and the placing of the same in use and operation.
- Section 2.9 "Development Agreement" shall mean an agreement entered into between the Authority and the State whereby the State agrees to complete the design and construction of the Facilities satisfactory to the Authority and to convey ownership of the Facilities to the Authority as the design and construction progresses.
- Section 2.10 "Facilities" shall mean the Authority's interest in the real property described in Exhibit A attached hereto created by the Site Lease together with all easements and rights appurtenant thereto together with all improvements located thereon and improvements to be constructed thereon described in Exhibit B, together with all equipment, furniture, fixtures, improvements, and appurtenances designed, constructed or installed thereon by or for the Authority.

FACILITIES LEASE – Page 3

- **Section 2.11** "**Facilities Lease**" shall mean this Facilities Lease, including any amendments or supplements thereto.
- **Section 2.12** "**Fiscal Year**" shall mean the twelve-month period of each year beginning July 1 and ending on the following June 30.
- Section 2.13 "Site Lease" shall mean the Site Lease entered into between the Authority and the State of Idaho acting by and through EITC coincidentally herewith, containing the terms and conditions of the lease of real property and easements, described in Exhibit A, to the Authority.

ARTICLE 3 LEASE OF PROJECT; TERM OF LEASE

Section 3.1 Lease of Facilities: The Authority hereby leases the Facilities to the State for use in furtherance of the public benefit, and the State hereby leases the Facilities from the Authority on the terms and conditions set forth herein.

As affects this Facilities Lease, EITC shall have the primary responsibility to act on behalf of the State in all respects pertaining to the obligations of the State under this Facilities Lease. The State hereby authorizes EITC to act as its representative and agent in all respects pertaining to this Facilities Lease, and the State shall be fully bound by all acts, authorizations, representations and decisions of EITC, except as otherwise expressly provided in this Facilities Lease.

Section 3.2 Term of Lease: This Facilities Lease shall be in full force and effect from the effective date hereof. The initial term of this Facilities Lease shall extend from the effective date hereof through June 30, 2007. The State shall have the option to renew this Facilities Lease in accordance with the provisions hereof for successive terms concurrent with and equal to succeeding Fiscal Years thereafter and each such renewal of this Facilities Lease shall be deemed to be exercised, automatically and without further action by the State, unless the State shall notify the Authority in writing of its intent not to renew this Facilities Lease not later than ten (10) months prior to the expiration of any lease term; provided, however, no term of this Facilities Lease shall extend beyond the term of the Site Lease.

ARTICLE 4 ACQUISITION, DEVELOPMENT AND FINANCING

- Section 4.1 Acquisition and Development of Facilities: The Authority agrees to acquire real property and parking for use as the site of the Facilities by the Site Lease entered into coincidentally herewith. Pursuant to the terms of the Site Lease, the Authority will own fee title to the improvements constructed thereon as provided in the Development Agreement entered into coincidentally herewith. This Facilities Lease and the rights, title and interest of the State in this Facilities Lease and the Facilities shall be subject to the interests of the Authority in the real property and parking acquired therefor.
- Section 4.2 Financing of Facilities by the Authority: The Authority agrees to finance the Cost of Acquisition and Construction of the Facilities by issuance of Bonds as authorized by the Act. The Authority may from time to time refinance or refund such Bonds as the Authority may deem appropriate; provided the Authority shall not refinance or refund such Bonds without the written consent of the State if to do so would increase the Basic Rent due hereunder. The Authority shall give written notice to the State of its intent to refinance or refund such Bonds.
- Section 4.3 Bond Anticipation Notes: The Authority may issue bond anticipation notes payable from proceeds of Bonds.

ARTICLE 5 USE OF FACILITIES

- Section 5.1 Use of Facilities: The State agrees that the Facilities shall be used by EITC and such other institutions, departments and agencies of the State as deemed necessary or appropriate by the State. With the written consent of the Authority, which shall not be unreasonably withheld, the State may enter into agreements with other entities ("Non-State Entities") for the operation and/or maintenance of the Facilities or for the use or occupancy of portions of the Facilities by Non-State Entities upon the following conditions:
- (a) the nature and extent of the proposed agreements with Non-State Entities will not adversely affect the tax-exempt status of the Bonds; and
- (b) such proposed users or uses shall be compatible with and complimentary to the interests in and uses of the Facilities by the State; and
- (c) the nature and extent of the proposed uses of the Facilities conforms to policies relating to permitted uses of the Facilities adopted by the Board of Commissioners of the Authority.

ARTICLE 6 RENT

- Section 6.1 Payment of Annual Rent: In consideration of the lease of the Facilities, the State shall pay to the Authority, in advance and without any set off or deduction whatsoever, the following Annual Rent:
- (1) For the period of the initial term of this Facilities Lease in the Fiscal Year ending June 30, 2007, the State shall pay no Annual Rent.
- (2) For the renewal term of this Facilities Lease commencing July 1, 2007 and for each annual renewal term thereafter, the State shall, within 30 calendar days following the commencement of such renewal terms, pay in advance:
- (a) As and for Basic Rent, an amount for such term which shall equal the principal installments, including sinking fund deposits, and interest payable in the corresponding Fiscal Year in accordance with the Bond Resolution with respect to the Bonds; and
 - (b) As and for Additional Rent as follows:
- (i) the amount estimated by the Authority to be sufficient to provide the Authority with adequate monies to pay all Administrative Costs attributable to the Facilities for the applicable term of this Facilities Lease, plus
- (ii) any amount payable as rebate or other sums payable with respect to the bonds and the amount, if any, of deposits to any debt service reserve account, any operating fund, and any other reserve or expense accounts required to meet all terms and conditions of the Bond Resolution. The Authority will provide to the State an estimate of Administrative Costs which shall accompany its statement for Additional Rent.
- (3) Annual Rent payable for any renewal term shall not be deferred or abated because of delays in completion of the construction of the Facilities or delays in completion of any repair or replacement of damage to the Facilities.
- (4) Any installment of Annual Rent which is not paid by the State on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum borne by any of the Bonds then outstanding; time being of the absolute essence of this obligation.
- (5) The Authority and the State hereby agree that the Basic Rent in any lease term shall be reduced by any amounts on deposit with the Authority legally available for and allocated by the Authority to the payment of principal and interest on the Bonds, including without limitation capitalized interest deposited from the proceeds of the Bonds and funds on deposit in the debt service

FACILITIES LEASE – Page 6

account established under the Bond Resolution. Basic Rent shall be increased or decreased as appropriate to reflect the issuance by the Authority of Bonds bearing interest at variable rate and issuance of any additional Bonds issued to refinance the Facilities, in whole or in part, or any additional Bonds issued for the purposes set forth in Section 9.1 hereof or issued to finance additions, modification or replacement of the Facilities or any part thereof.

- (6) Annual Rents shall be payable in lawful money of the United States of America, which shall be legal tender for public and private debts under the laws of the United States at the time of payment, provided that, upon prior written approval of the Authority, the State may transfer funds through electronic funds transfer. Payment shall be made at the office of the Authority or such other place or places as may be designated in writing by the Authority.
- (7) The State and the Authority have agreed and determined that such Annual Rent represents the fair market rental value of the Facilities. In making such determination, consideration has been given to the Cost of Acquisition and Construction, and the costs of financing of the Facilities and the Administrative Costs thereof, and the uses and purposes of the Facilities which will accrue to the State and the Authority and the general public by reason of the use and occupancy thereof by the State and ownership by the Authority.
- (8) The parties agree that the Annual Rent hereunder constitutes ordinary operating expense of the State within the provisions of Article VIII Section 1 of the Idaho Constitution.
- **Section 6.2 Application of Rent:** The Authority covenants to use and apply Annual Rent to payment of debt service of the Bonds, Administrative Costs, deposits to required reserve accounts and other appropriate purposes pertaining to the Facilities and/or the Bonds.

ARTICLE 7 OPERATION AND MAINTENANCE OF THE FACILITIES

Section 7.1 Operation, Repairs, and Maintenance: The State shall, throughout the term of this Facilities Lease and each renewal term thereof, at the State's cost and expense, keep and maintain or cause to be kept and maintained, the Facilities and all equipment, fixtures, additions and improvements thereof, in good order and condition, and shall, at the State's cost and expense, make or cause to be made all necessary repairs, renewals, and replacements with respect to the Facilities. To the extent repairs or replacements are insured under policies maintained by the Authority and insurance proceeds are paid to the Authority, the State shall be entitled to such insurance proceeds to the extent of the actual costs incurred by the State and except to the extent the insurance proceeds are required to be otherwise applied in accordance with the terms of the Bonds. Subject to Section 10.1, in the event the Facilities or any part thereof are damaged or destroyed by uninsured or partially uninsured casualty of any kind, the State shall either replace or rebuild the Facilities in equal value, or pay such sums to the Authority as may be required to fully pay and discharge the Bonds.

FACILITIES LEASE – Page 7

1:\4400.000\Eastern Idaho Technical College (4400.035)\Facilities Lease 05.doc

Section 7.2 Utilities: The State shall pay or cause to be paid all costs, expenses and charges for water, electricity, lights, heat, power, sewage, telephone, and other utility services, rendered or supplied upon or in connection with the Facilities during the term of this Facilities Lease and each renewal term.

Section 7.3 Insurance:

- (1) The State shall maintain or cause to be maintained with responsible insurers or under an established program of self-insurance (as considered to be adequate by an Insurance Consultant as may be engaged by the Authority) the following kinds and amounts of insurance acceptable to the Authority with respect to all existing buildings, improvements, equipment and other property comprising any part of the Facilities and/or the use of the Facilities at all times throughout the initial term and each renewal term of this Facilities Lease:
- (a) Commercial general liability insurance (CGL) and, if necessary, commercial umbrella insurance and property damage liability, and errors and omissions liability as shall afford protection to the Authority in an amount of not less than \$1,000,000 for each occurrence. The commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Such insurance shall protect the Authority to the same extent as the State is protected from claims, demands, causes of actions, penalties, including costs and attorney fees, arising out of the use or occupancy of the Facilities. Upon written request of the Authority, the State will increase the amount of the CGL insurance to an amount determined by the Authority if, in the opinion of the Authority and based on local standards, the amount of the CGL insurance is not adequate.
- (b) Commercial property insurance and, as applicable, course of construction insurance, in the amount of the full replacement value of the Facilities or any portion thereof, including fixtures, equipment, lessee improvements and betterments. Commercial property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 1030 and, if reasonably available, earthquake and flood insurance, debris removal, operation of building laws, extra expense, consequential loss, loss of rents and/or business interruption. Such loss of rents or business interruption insurance shall be in an amount equal to Annual Rent payable to the Authority by the State with respect to the Facilities during such time or times as the use of the Facilities may be totally or partially interrupted or the construction thereof delayed as a result of damage or destruction resulting from perils insured against pursuant to this subsection (1)(b).
- (c) Worker's Compensation Insurance in the amount and in the form which the State is required by law to maintain.
- (d) Any other insurance agreed to in writing by the State and the Authority.

FACILITIES LEASE – Page 8

- (e) Any other insurance required by the terms and conditions of the Bonds.
- (2) All insurance procured and any self-insurance plan maintained by the State shall comply with the following requirements:
- (a) Each policy or policies of insurance shall be written by insurance companies authorized to do business in the state of Idaho and furnished through an insurance carrier or carriers satisfactory to the Authority or through a self-insurance plan satisfactory to the Authority and an Insurance Consultant pursuant to the Bond Resolution.
- (b) True, correct and complete copies of all insurance policies or self-insurance plan and all endorsements, changes, amendments and supplemental provisions thereto shall be continually maintained by the State and shall be available for inspection and copying by the Authority at all times during the State's regular office hours.
- (c) All such insurance shall provide that coverage shall not be canceled or amended except upon sixty (60) calendar days prior written notice to the Authority. The Authority shall be furnished current certificates upon the commencement of the initial term and each renewal term of this Facilities Lease showing that all such insurance fully complies with the terms of this Facilities Lease, and current certificates shall be furnished at any other time or times as may be reasonably requested.
- (d) All policies of insurance obtained by and any self-insurance plan maintained by the State shall include provisions that coverage shall not be affected, reduced or waived by any inaccurate or misleading statement or information furnished by the State in obtaining such insurance nor shall insurance under such policies furnished to the Authority be reduced by any actual or alleged breach of warranties made by the State in obtaining such insurance. All liability insurance furnished by the State shall include insurance covering the obligations of the State under Article 8 of this Facilities Lease.
- (3) The Authority and the State hereby release each other from any and all liability or responsibility to the other as to any person claiming through or under either by way of subrogation or otherwise for any loss or damage to property caused by any casualty insured by the above-described coverages, even if the loss is caused by the fault or negligence of the other party or by any party for whom the other party is responsible.
- (4) All insurance provided to the Authority by the State pursuant to this Facilities Lease shall name the Authority as additional named insured and contain a loss payable clause providing for payment of proceeds to the Authority and the trustee of the Bonds to the extent of their interest therein, and the Annual Rent otherwise payable by the State with respect to the Facilities shall be reduced by the amount of business interruption or loss of rents insurance payments, if any, made to the Authority and/or the trustee of the Bonds.

(5) In the event the Authority is able to procure any or all of the insurance coverages herein required at a cost less than the cost incurred by the State thereof, the Authority agrees to do so and the cost thereof shall be included as Administrative Costs of the Authority. In such event the obligation of the State to provide any such insurance shall continue until the insurance coverage procured by the Authority is actually in effect. Upon the expiration or termination of any insurance procured by the Authority hereunder, the State shall immediately, without any interruption in insurance coverage, procure and maintain such coverage.

ARTICLE 8 INDEMNITY

- Section 8.1 State's Indemnification: The State hereby agrees to defend, protect, hold harmless and indemnify the Authority and its agents, employees, representatives, successors, and assigns, against all demands, claims, liabilities, causes of action or judgments, and all loss, expense and damage of any and every sort and kind, including, but not limited to, costs of investigations and attorneys' fees and other costs of defense, for:
- (1) injury to person or property occurring in, upon or about the Facilities or any adjacent or related real property or improvements owned, occupied or controlled by the State or any of its agencies, departments, bureaus or subgovernmental entities;
- (2) injury to person or property arising out of the use or occupancy of the Facilities or relating in any manner to operations conducted thereon;
 - any other premises liability relating to the Facilities;
 - (4) any loss to person or property to the extent of its self-insurance, if any; and
- (5) all liability whatsoever arising out of any public or governmental activities of the State of any kind or nature whatsoever relating to the Facilities or this Facilities Lease.

Nothing in this Article 8 shall be construed as the agreement of the State to indemnify the Authority from liability for damages arising out of personal injury or damage to property caused solely and exclusively by the negligence or malfeasance of the Authority.

The obligations under this Section are deemed to be ordinary operating expenses of the State within the provisions of Article VIII Section 1 of the Idaho Constitution.

Section 8.2 Authority's Indemnification: The Authority hereby agrees to defend, indemnify and save the State harmless from and against any and all liability, loss, damage, cost and expense, including court costs and attorney fees of whatever nature or type, whether or not litigation is commenced, that the State may incur, by reason of any act or omission of the Authority, its employees or agents or any breach or default of the Authority in the performance of its obligations

under this Facilities Lease. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the State.

ARTICLE 9 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Section 9.1 Alterations, Additions, and Improvements: The State shall have the right, at any time and from time to time during the term of this Facilities Lease, at the State's costs and expense, to make such, alterations, additions, expansions and improvements, to the Facilities, as the State shall deem necessary or desirable in connection with its use of the Facilities. Notwithstanding the foregoing, the State shall not make any alterations, additions, expansions or improvements which are structural or will lessen the market value of the Facilities without the prior written consent of the Authority which shall not be unreasonably withheld.

Once commenced, all alterations, additions, expansions and improvements shall be diligently pursued to completion. All such alterations, additions and improvements shall be of such character as to not reduce or otherwise adversely affect the value of the Facilities or the rental value thereof and all the costs thereof shall be promptly paid or discharged so that the Facilities shall at all times be free of liens or claims for labor and materials supplied thereto. All, alterations, additions, fixtures and permanent improvements to the Facilities shall be and become a part of the Facilities and shall become the property of the Authority.

Section 9.2 Furniture, Fixtures, and Equipment: The State shall maintain an inventory of all furniture, fixtures, and equipment and other tangible personal property financed or provided by the Authority as part of the Facilities and shall have the right to replace, at its expense, such tangible personal property as the State shall deem necessary or desirable in connection with its use of the Facilities. The State shall, upon request but in no event more than once per year, provide to the Authority an inventory of furniture, fixtures, and equipment in use at the Facilities provided by the Authority with the Facilities.

ARTICLE 10 DAMAGE, DESTRUCTION, AND CONDEMNATION

Section 10.1 Damage, Destruction, and Condemnation: In the event of damage, destruction, or condemnation of the Facilities, or any part thereof, the net proceeds of any insurance or condemnation awards with respect to the Facilities and, to the extent necessary, the proceeds of any additional Bonds which may be issued by the Authority for such purpose pursuant to the terms and conditions of the Bonds, shall be used and applied by the Authority in accordance with the terms of the Bonds to repair, restore, rebuild, or replace the Facilities; provided, however, that, in the event of total or substantial destruction or condemnation of the Facilities or in the event that the aforesaid insurance proceeds, condemnation awards, and proceeds of Bonds are not sufficient to repair, restore, rebuild, or replace the Facilities, the Authority may elect not to repair, restore, rebuild, or replace the Facilities, in which case the net proceeds of all insurance and condemnation awards, together with all

FACILITIES LEASE - Page 11

other available funds, shall be applied in accordance with the terms of the Bonds. Any such repair, restoration, rebuilding, or replacement of the Facilities may be in accordance with such different design, plans, and specifications approved by the State as will or may provide facilities of the same or different nature or use, so long as any such change therein or thereof shall not reduce or otherwise adversely affect the value of the Facilities or the rental value thereof. In consideration of the Authority proceeding with the repair, restoration, rebuilding, or replacement of the Facilities as above provided, the State shall continue to pay the Annual Rent due under this Facilities Lease, except to the extent the Authority actually receives proceeds of business interruption or loss of rents insurance described in Section 7.3 hereof.

ARTICLE 11 PARTICULAR COVENANTS

- Section 11.1 Compliance with Laws and Regulations: The State shall, at its own cost and expense, promptly comply with, or cause to be complied with, all applicable laws and ordinances, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the State, the Facilities or the use or manner of use of the Facilities. The State shall also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Facilities.
- Section 11.2 Covenant Against Waste: The State covenants not to do or suffer or permit to exist any hazardous materials, contamination, waste, damage, disfigurement or injury to, or public or private nuisance, in or upon the Facilities in violation of any State of Idaho or federal laws or regulations and agrees to pay all costs, changes, penalties or any other expense reasonably incurred or to be incurred to remove, restore or reclaim the Facilities or premises thereof.
- Section 11.3 Right of Inspection: The State covenants and agrees to permit the Authority and the authorized agents and representatives of the Authority to enter the Facilities at reasonable times during usual business hours for the purpose of inspecting the same, subject to reasonable security requirements and procedures of the State.
- Section 11.4 Condition of Facilities: The Authority makes no representation regarding the condition of the Facilities or real property underlying or adjacent thereto and the Authority shall not be liable for any latent or patent defects therein.
- Section 11.5 Assignment and Subletting: The State shall not assign or mortgage this Facilities Lease or any right hereunder or interest herein and shall not sublease the Facilities or any portion thereof, without prior written consent of the Authority (which consent may be granted or withheld by the executive director of the Authority); provided, that in no event shall the State assign this Facilities Lease or any right hereunder or interest herein or sublease the Facilities or any portion thereof unless the State shall continue to remain liable for the performance of all the terms, covenants, and conditions contained in this Facilities Lease and unless the proposed assignee or sublessee shall agree, in writing, to be bound by all of the terms, covenants, and agreements

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contained in this Facilities Lease and all other agreements related thereto. The Authority agrees that it will not unreasonably withhold its consent to any such assignment or subleasing.

Section 11.6 Covenant of Quiet Enjoyment: The Authority covenants that it has full right and lawful authority to enter into this Facilities Lease and that, so long as the State shall pay the Annual Rent and shall duly observe all of its covenants and agreements in this Facilities Lease, the State shall have, hold, and enjoy, during the initial term of this Facilities Lease and each renewal term thereof, peaceful, quiet, and undisputed possession of the Facilities. No defect, encumbrance, cloud, lease, restriction or other matter affecting title to the land on which the Facilities shall be developed existing at the time the land is acquired or leased to the Authority or to which this Facilities Lease is subrogated to shall constitute a breach of this Facilities Lease by the Authority.

Section 11.7 Tax Covenant: The State covenants for the benefit of the holders of the Bonds and the Authority that during the term of this Facilities Lease, that no action shall be taken or omitted with respect to the Bonds, the proceeds thereof, any other funds of the State or any Facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause the Bonds to become "specified private activity bonds" with the meaning of Section 57(a)(5)(C) of the Code, (iii) would cause interest of the Bonds to lose its exclusion from Idaho taxable income under present Idaho law, or (iv) would otherwise violate the conditions and representations set forth in the Tax Certificate delivered at the closing of the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Code have been met.

ARTICLE 12 DEFAULT

Section 12.1 Events of Default: The following shall be events of default under this Facilities Lease:

- (1) Failure by the State to pay the Annual Rent as the same shall become due, or
- (2) Failure by the State or anyone contracting with the State to observe and perform any other covenant, condition, or agreement to be observed or performed under this Facilities Lease for a period of 90 calendar days after written notice, specifying such failure and requesting that it be remedied, given to the State by the Authority or trustee of the Bonds, unless the Authority or trustee shall agree in writing to an extension of such time prior to its expiration.

- Section 12.2 Remedies: Whenever any event of default referred to in Section 12.1 hereof shall occur, the Authority may take any one or more of the following remedial steps:
- (1) Declare all Annual Rent payable for the applicable lease term then in effect to be immediately due and payable, together with applicable interest thereon.
- (2) Re-enter and take possession of the Facilities, exclude the State from possession thereof, and terminate this Facilities Lease.
- (3) Take such action at law or in equity as may appear necessary or desirable to collect all sums due and thereafter to become due, or to enforce performance and observation of any obligation, agreement, or covenant of the State under this Facilities Lease.
- Section 12.3 Remedies Not Exclusive: No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the exercise of any remedy reserved to the Authority in this Article 12, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

ARTICLE 13 SURRENDER OF FACILITIES

Section 13.1 Surrender of Facilities: In the event that the State elects not to renew or extend the term of this Facilities Lease or this Facilities Lease is otherwise terminated, the State shall immediately quit and surrender the Facilities to the Authority in the same condition in which it existed at the date the construction of all Facilities was completed by the Authority, subject to any alterations, additions, expansions or improvements made in accordance with Section 9.1 hereof, ordinary wear and tear excepted.

ARTICLE 14 LIMITATION ON OBLIGATIONS

Section 14.1 Obligations of Authority and State: Notwithstanding any other provisions of this Facilities Lease, no obligation assumed by or imposed upon the Authority by this Facilities Lease shall require the performance of any act by the Authority except to the extent, if any, that the cost and expense of such performance may be paid from the proceeds of the Bonds issued by the Authority or from other funds legally available to the Authority to meet the cost and expense of such performance, and no obligation assumed by or imposed upon the State by this Facilities Lease shall require the performance of any act by the State, including, but not limited to, the payment of Annual

FACILITIES LEASE – Page 14

Rent, except to the extent that funds may be available for such performance or payment from State general appropriations or other funds legally available therefor. This Facilities Lease shall not be construed as obligating the Legislature of the State of Idaho to make future appropriations for the payment of Annual Rent or the performance of any other obligations under this Facilities Lease beyond the initial rental term or for any renewal term hereof. In the event that appropriated funds are not legally available for payment of Annual Rent or other obligations hereunder for any term, then this Facilities Lease shall be terminated. The liability of the State for payment of Annual Rent as it becomes due shall be in consideration of the right of the State, whether or not exercised, to occupy and/or use the Facilities for the then-current lease term.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Pledge of Rent, Proceeds, and Lease: It is expressly understood and agreed by the parties hereto that the Authority has the right to pledge and assign the Annual Rent, all proceeds receivable by the Authority from any sale of the Facilities, and its rights and interest under this Facilities Lease to secure: (i) the payment of the principal of and the interest on and redemption premium, if any, on the Bonds; and (ii) other obligations of the Authority under the terms and conditions of the Bonds.

Section 15.2 Notices: All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the second business day following the day on which the same are mailed by certified mail, postage prepaid, addressed as follows:

(1) If to the State:

Idaho Department of Administration Attn: Director Statehouse Mail Boise, Idaho 83720

AND

Eastern Idaho Technical College Attn: Office of the President 1600 S. 25th E. Idaho Falls, Idaho 83404

(2) If to the Authority:

Idaho State Building Authority Attn: Executive Director Post Office Box 2802 Boise, Idaho 83701

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The State or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notice may be also given by personal delivery of a written notice.

- Section 15.3 Severability: If any term or provision of this Facilities Lease or the application of it to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Facilities Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Facilities Lease shall be valid and shall be enforced to the extent permitted by law.
- Section 15.4 Attorney Fees: In the event any party to this Agreement is required to initiate or defend litigation with respect to the terms hereof or to enforce any of its rights hereunder, the prevailing party in such litigation shall be entitled to reasonable attorney's fees incurred in such litigation, including all discovery costs and costs of expert witnesses, together with all reasonable litigation expenses.
- Section 15.5 Headings: The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Facilities Lease.
- Section 15.6 Counterparts: This Facilities Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 15.7 Amendments: The Authority and the State shall not, without the written consent of the trustee of the Bonds or other legally-authorized representative of the interests of the owners of the Bonds, consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with this Facilities Lease which will reduce the payments required to be made by the State hereunder during the initial term or any renewal term hereof, or which will in any manner materially impair or adversely affect the rights of the Authority hereunder, and any action by the Authority or the State in violation of this covenant shall be null and void as to the Authority and the State. Furthermore, any voluntary amendment, modification or termination of this Facilities Lease shall require the written consent of all parties to this Facilities Lease.
- **Section 15.8 Effective Date:** This Facilities Lease shall be effective as of the date stated above upon its execution.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereunto have caused this Facilities Lease to be executed as of the day and year first hereinabove set forth.

AUTHORITY:

IDAHO STATE BUILDING AUTHORITY

By: V. L. Bud Tracy, Chairman

Dated: 8-25, 2005

ATTEST

Wayne V Meuleman, Secretary

STATE:

STATE OF IDAHO, by and through

IDAHO DEPARTMENT OF ADMINISTRATION

Pamela I. Ahrens, Director

Dated: 8/23, 2005

EITC:

EASTERN IDAHO TECHNICAL COLLEGE

By: William A. Robertson, President

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STATE OF IDAHO)
) ss
County of Ada)

On this 28 day of SEPTEMBER, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary, respectively, of the IDAHO STATE BUILDING AUTHORITY, each of whom acknowledged to me that they executed the within Facilities Lease on behalf of the Idaho State Building Authority in their representative capacity.

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

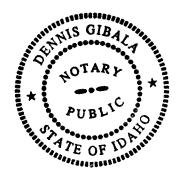


Notary Public for the State of Idaho
Residing at Base
My commission expires 5/1/08

STATE OF IDAHO) ss. County of Ada)

On this 23 day of August , 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela I. Ahrens, known or identified to me to be the Director of the IDAHO DEPARTMENT OF ADMINISTRATION of the STATE OF IDAHO, who acknowledged to me that she executed the within Facilities Lease on behalf of the State in her representative capacity.

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



My commission expires 5/1/08

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STATE OF IDAHO)
) ss.
County of Bonneville	_)

On this <u>May of August</u>, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Robertson, known or identified to me to be the President of EASTERN IDAHO TECHNICAL COLLEGE, who acknowledged to me that he executed the within Facilities Lease in his representative capacity.

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



Notary Public for the State of Idaho

Residing at <u>Jaho Falls</u>
My commission expires <u>July 2008</u>

EXHIBIT A FACILITIES LEASE

PREMISES DESCRIPTION

Parcel A (Building Site) – The exclusive right in and to the following described property:

Beginning at a point that is S00°16'52"W 618.33 feet along the section line and N89°43'08"W 665.93 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian Bonneville County, Idaho and running thence S00°11'28"W 388.48 feet; thence N89°45'07"W 303.39 feet; thence N00°18'44"E 388.61 feet; thence S89°43'41"E 302.57 feet to a point of beginning, containing 2.709 acres.

AND

Parcel B (Access Parcel) – The non-exclusive right to use the following described property for ingress and egress to Parcel A:

Beginning at a point that is S00°16′52″W 596.96 along the section line and N89°43′08″W 114.00 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho point of beginning also being on the West right of way line of Hitt road and running thence N89°43′03″W 51.85 feet to a point of a curve with a radius of 60.53 feet and a chord that bears S66°30′22″W 48.81 feet; thence to the left along said curve 50.24 feet thru a central angle of 47°33′09″ to a point of a reverse curve with a radius of 5.00 feet and a chord that bears S66°30′04″W 4.03 feet; then to the right along said curve 4.15 feet thru a central angel of 47°32′32″; thence N89°43′41″W 451.72 feet; thence S00°11′28″W 28.26 feet; thence S89°43′41″E 457.93 feet to a point of a curve with a radius of 19.99 feet and a chord that bears N63°26′18″E 18.04 feet; thence to the left along said curve 18.72 feet thru a central angle of 53°40′02″ to a point of a reverse curve with a radius of 32.27 feet and a chord that bears N63°26′23″E 29.14 feet; thence to the right along said curve 30.23 feet thru a central angle of 53°40′39″; thence S89°43′03″E 51.85 feet to said right of way line; thence N00°16′52″E 28.26 feet to the point of beginning.

Parcels A is subject to an option to purchase an easement to construct and operate a natural gas pipeline recorded October 1, 1957 and Parcel B is subject to two easements and right of way granted to City of Idaho Falls for construction and maintenance of a main or interceptor sewer recorded April 2, 1971 and May 14, 1971 respectively.

Parcels A and B are shown on the attached Concept Site Plan.

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EXHIBIT B FACILITIES LEASE

EASTERN IDAHO TECHNICAL COLLEGE / HEALTH AND EDUCATION BUILDING

This project will provide a new facility for Nursing/Health Education programs on the campus of EITC. The building will provide a full range of instructional spaces including classrooms, laboratories, preparation rooms, offices, computer laboratories, and distance education facilities.

Approximate Total Square Footage: 40,000

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION RECEIVED, the STATE OF IDAHO, acting by and through the STATE BOARD OF EDUCATION, acting in its capacity as the BOARD FOR CAREER TECHNICAL EDUCATION, the Grantor, does hereby REMISE, RELEASE and forever QUITCLAIM, unto the COLLEGE OF EASTERN IDAHO, the Grantee, whose current address is 1600 S. 25th East, Idaho Falls, ID 83404, all of Grantor's right, title and interest in and to the following described property, to-wit:

SEE EXHIBIT "A" attached hereto and incorporated by this reference

SUBJECT TO all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show and to the restriction on Grantee's use of the Property as set forth herein.

SUBJECT FURTHER TO the Site Lease recorded November 4, 2005 as Instrument Number 1204956, records of Bonneville County, Idaho.

SUBJECT FURTHER TO the right of the State of Idaho to reserve easements for access and utility services, as it determines necessary as required by the Site Lease recorded November 4, 2005 as Instrument Number 1204956, records of Bonneville County, Idaho.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein as described as well in law as in equity.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

IN WITNESS instrument this		rantor has hereunto subscribed its name to this, 2018.
		GRANTOR: STATE OF IDAHO, acting by and through OSTATE BOARD OF EDUCATION in its the BOARD FOR CAREER TECHNICAL ON
		By: Dr. Linda Clark Board President
STATE OF IDAHO County of Ada)) ss.)	
ON THIS day of, 2018, before me,, a Notary Public in and for said State, personally appeared Dr. Linda Clark, known or identified to me to be the President of the Idaho State Board of Education and an authorized representative of the State of Idaho by and through the Idaho State Board of Education, in its capacity as the Board of Career Technical Education, and acknowledged to me that she executed the same on behalf of the State of Idaho by and through the Idaho State Board of Education, in its capacity as the Board of Career Technical Education.		
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first-above written.		
S E A L	Res	tary Public for Idaho siding at: Commission Expires:

Exhibit A to Quitclaim Deed

TRACT 1:

A tract of land located within the SE1/4 Section 21 T.2N., R. 38E. B.M. Bonneville County, Idaho

COMMENCING at the East Quarter Corner of Section 21; Thence N 89° 00' 26" W 114.01 feet along the north line of the SE1/4 of Section 21 to the TRUE POINT OF BEGINNING:

Thence, S 00° 17' 14" W 2156.79 feet along the west right-of-way line of 25th East (Hitt Road) to the north corner of Parcel 2A Instrument No. 1533911, recorded in the Office of the Clerk, Bonneville County, Idaho;

Thence, S 08° 59' 59" W 66.05 feet along the west line of said Parcel 2A;

Thence, S 08° 59' 59" W 3.47 feet continuing along said west line of Parcel 2A;

Thence, S 00° 17' 12" W 325.70 feet along said west line;

Thence, S 42° 03' 07" W 33.67 feet along the northwesterly line of said Parcel 2A;

Thence, S 86° 19' 40" W 55.60 feet along the north line of said Parcel 2A;

Thence, N 87° 56' 20" W 220.27 feet along said north line; Thence, S 88° 16' 06" W 67.29 feet along said north line to a point intersecting the east line of the First Amended Plat of the Ashment Addition Div. 4;

Thence, N 00° 22' 21" E 575.79 feet along said east line;

Thence, N 87° 54' 05" W 494.98 feet along the north line of the First Amended Plat of the Ashment Div. 4 to the southeast corner of Lot 5 Block 1 of the Autumn Addition Div. 1:

Thence, N 00° 05′ 18″ W 212.09 feet along the east line of the Autumn Addition Div. 1;

Thence, S 89° 54' 44" W 135.00 feet to the east right-of-way line of Ashment Avenue;

Thence, N 00° 05' 18" W 285.00 feet along said east right-of-way;

Thence, N 89° 54' 42" E 135.00 feet;

Thence, N 00° 05' 18" W 236.50 feet;

Thence, S 89° 54′ 42″ W 135.00 feet to a point on the east right-of-way line of Ashment Avenue;

Thence, N 00° 05' 18" W 285.00 feet along said east right-of-way line, to the beginning of a curve turning to the left,

with a central angle of 56° 14' 54", a radius of 245.15 feet, and whose chord bears N 28° 12' 43" W 231.12 feet;

Thence, N 56° 20' 15" W 42.16 feet;

Thence N 00° 05' 18" W 754.61 feet along the east line of Chelsea Court to a point on the north line of the SE1/4 of Section 21;

Thence, S 89° 00' 26" E 1161.90 feet along said north line to the TRUE POINT OF BEGINNING.

Said Tract Contains 52.62 acres more or less.

TRACT 2:

A tract of land located within the SW1/4 Section 22 T.2N., R. 38E. B.M. Bonneville County, Idaho

COMMENCING at the Section Corner common to Sections 21, 22, 27, 28;

Thence N 00° 17' 14" E 471.02 feet along the Section Line common to Sections 21 & 22 to the TRUE POINT OF BEGINNING;

Thence, N 00° 17′ 14″ E 1339.33 feet continuing along said section line to the intersection of Lot 5, Sand Creek Place Addition Div. 1;

Thence, S 45° 59' 38" E 116.02 feet along the south line of said Lot 5;

Thence, S 02° 54′ 03″ E 34.20 feet along the west line of Lot 5 to the southwest corner of Lot 5;

Thence, S 03° 16' 33" E 335.54 feet;

Thence, S 01° 35' 33" E 411.25 feet;

Thence, S 00° 33' 35" E 230.81 feet;

Thence, S 11° 52′ 33″ E 81.92 feet;

Thence, S 37° 18' 23" W 81.00 feet;

Thence, S 00° 17' 14" W 104.00 feet;

Thence N 89° 25' 42" W 92.00 feet to the TRUE POINT OF BEGINNING.

Said tract contains 3.23 acres more or less.

EXCEPTING THEREFROM, the following property, which is the subject of the Site Lease recorded November 4, 2005 as Instrument Number 1204956, records of Bonneville County, Idaho:

Beginning at a point that is S00°16'52"W 618.33 feet along the section line and N89°43'08"W 665.93 feet from the East quarter corner of Section 21, Township 2 North, Range 38 East of the Boise Meridian Bonneville County, Idaho and running thence S00°11'28"W 388.48 feet; thence N89°45'07"W 303.39 feet; thence N00°18'44"E 388.61 feet; thence S89°43'41"E 302.57 feet to a point of beginning, containing 2.709 acres.