

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY OF IDAHO

SUBJECT

FALCON Supercomputer Agreement

REFERENCE

May 2016	State Board of Education (Board) received initial overview briefing on proposed project from INL Program Manager
June 2016	Board members toured potential construction sites for new facilities on properties adjacent to INL operations. Board assigned two of its members to serve on a project feasibility/coordination team.
August 2016	Board approved request to sponsor the Cybercore and Collaborative Computing Center (C3) facilities construction project, subject to subsequent approval of plans for financing and construction of the project through the Idaho State Building Authority.
September 2016	Board approved concurrent resolution for 2017 Legislative session as a prerequisite to obtaining state bonding authority for the project.
February 2017	Board authorized Executive Director to make purchase offer for acquisition of Idaho State University Foundation-owned parcel for siting of the Cybercore facility.
March 2017	Legislature approved Senate Concurrent Resolution 105, authorizing Board to enter into arrangements with Idaho State Building Authority (ISBA) for financing and construction management of the C3 and CIC facilities.
March 2018	The Idaho State Board of Education authorized bond issuance of \$82,535,000 for the development and construction of the Cybercore Integration Center facility and the Collaborative Computer Center facility, including a sublease with Battelle Energy Alliance, LLC.

BACKGROUND/DISCUSSION

At a Board meeting on March 8, 2018, the State Board of Education approved a sublease with Battelle Energy Alliance, LLC ("BEA") relating to the Collaborative Computer Center Facility ("C3 Facility"). Article 6 of the Sublease lists as permitted uses of the subleased premises: "education collaboration in accordance with certain Authorizing Legislation" and "accommodating research and educational

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opportunities within Idaho's public higher education institutions is a material term and condition of the Sublease." In 2018, the Idaho State Board of Education, Boise State University, Idaho State University, and the University of Idaho entered into a Memorandum of Understanding with BEA. This MOU was updated in 2020. Among other things, the MOU listed remote access and use of high performance computations capabilities for education, research and professional exchange as desirable forms of collaboration between the parties.

In pursuit of the goals outlined in the sublease and the MOU, BEA has offered the universities the use of the FALCON supercomputer to enhance the collaborative research capabilities of the universities. To take advantage of the offer to use this incredible asset and to ensure equal access, the three universities worked together on a cooperative basis and entered into an MOU to govern the use of the FALCON supercomputer, including allocating costs, designating a lead institution for the management of FALCON, the establishment of an operating committee, and requiring each university to hire a full-time Systems Administrator. For the initial rotation, the University of Idaho has been designated as the lead institution for the management of FALCON.

IMPACT

The FALCON supercomputer is one of the fastest supercomputers available for use by academic institutions. Having the use of this asset dramatically enhances the research capabilities of each of the three universities. FALCON remains located at the C3 facility. Each university is responsible for hiring a full-time systems administrator, but the Idaho National Laboratory is paying half of the cost of these systems administrators for two years.

ATTACHMENTS

Attachment 1 – Acknowledgement Letter Regarding the Use of FALCON
Attachment 2 – MOU between UI, BSU, ISU

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The MOU documents the universities' responsibilities for management, financial costs, shared use, and access to the BEA's decommissioned FALCON supercomputer. This remarkable resource is made possible as a result of the unique public-private partnership between the State Board of Education and BEA in the form of the C3 facility. The supercomputer will provide students, faculty and staff with access to computing power virtually unparalleled in the nation.

BOARD ACTION

This item is for informational purposes only.

**OFFICE OF RESEARCH AND ECONOMIC DEVELOPMENT**

Office of the Vice President
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Moscow ID 83844-3010

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208-885-4990 [FAX]
vpresearch@uidaho.edu
uidaho.edu/research

December 17, 2021

Dr. Marianne Walck
Deputy Laboratory Director for Science and Technology
Chief Research Officer
Marianne.Walck@inl.gov

Dr. Terrence Brog
CAES Interim Director
Terrence.Brog@inl.gov

Dear Dr. Walck and Dr. Brog,


We wish to thank Battelle for offering the use of the FALCON supercomputer to the University of Idaho, Boise State University, and Idaho State University (collectively "Universities"). Having this incredible asset available for use by our universities is an invaluable addition to the collaborative research capabilities of Idaho's public-universities. To support the use of FALCON, the Universities have entered into a Memorandum of Understanding ("MOU") for the purpose of utilizing FALCON as an energizing force for innovation, collaboration, and education in Idaho. The MOU is attached to this letter for your reference.

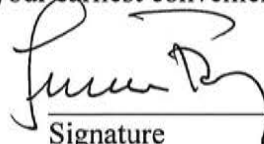
Pursuant to the MOU, the FALCON supercomputer shall remain at the Collaborative Computing Center described particularly in the Facility Sublease Agreement No. 179447 ("Sublease"), by and between Battelle Energy Alliance, LLC and the Idaho State Board of Education.

This letter is to confirm and receive acknowledgement of Battelle's commitment to the compliance requirements of the Sublease, as well as the Memorandum of Understanding between the Idaho State Board of Education, Idaho universities and the Idaho National Laboratory, managed and operated by Battelle, signed in 2018 and updated in May 2020.


In particular, a material term and condition of the Sublease is accommodating research and educational opportunities with Idaho's public higher education institutions. Battelle's commitment to the terms of the Sublease regarding utility charges and permitted uses, including temporary, partial support of systems administrators, and the Universities' shared use, access, and collaboration of the FALCON supercomputer, furthers this material term and condition. In addition, this collaborative effort is consistent with the 2018 Memorandum of Understanding between the Universities and the Idaho National Laboratory where remote access and use of high-performance computer capabilities for education, research and professional exchange was agreed to as a desirable form of collaboration.

Please sign and return this letter of acknowledgment at your earliest convenience.

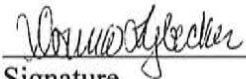
 01/18/2022
 Signature Date
 Dr. Marianne Walck
 Deputy Laboratory Director for Science and Technology
 Chief Research Officer

 01/18/2022
 Signature Date
 Dr. Terrence Brog
 CAES Interim Director


University of Idaho

 12/17/2021
 Signature Date
 Christopher Nomura
 Vice President for Research
 and Economic Development

Idaho State University

 12/26/2021
 Signature Date
 Donna Lybecker
 Interim Vice President for Research and
 and Economic Development

Boise State University

 01/04/2022
 Signature Date
 Nancy Glenn
 Interim Vice President for Research
 and Economic Development

MEMORANDUM OF UNDERSTANDING

Between

The University of Idaho (UI), Boise State University (BSU), and Idaho State University (ISU) (collectively the "Parties") for the purpose of utilizing the FALCON supercomputer as an energizing force for innovation, collaboration, and education in Idaho.

The purpose of this Memorandum of Understanding (MOU) is to describe certain mutual understandings between the Parties regarding their intentions to collaborate and facilitate use, access, responsibilities, and administration of the FALCON supercomputer.

RECITALS

WHEREAS, Battelle Energy Alliance, LLC (BEA) is the Sublessee under Facility Sublease Agreement 179447 ("Sublease") between the Idaho State Board of Education ("SBOE") as Sublessor of certain premises in Idaho Falls, Idaho known as the Collaborative Computing Center ("C3 Facility") described particularly in the Sublease, which Sublease including Exhibits, is incorporated here as if set forth verbatim in its entirety;

WHEREAS, Article 6 of the Sublease lists as permitted uses of the subleased premises 1) education collaboration in accordance with certain Authorizing Legislation and 2) general business administrative office, laboratories, research and development, other technical services and similar uses for performance of BEA's duties and obligations under its Prime Contract and further states that 3) accommodating research and educational opportunities within Idaho's public higher education institutions is a material term and condition of the Sublease;

WHEREAS, BEA and the Parties previously entered a non-binding Memorandum of Understanding listing remote access and use of high performance computation capabilities for education, research and professional exchange as a desirable forms of collaboration;

WHEREAS, the Parties desire to manage/operate certain computing hardware and support equipment, known as the FALCON supercomputer (FALCON), consistent with the terms, conditions and requirements of the Sublease and applicable law and in furtherance of the purpose, terms and conditions noted in Article 6 of the Sublease;

WHEREAS, BEA is agreeable to operation and use of FALCON in the C3 Data Center for a period, purpose and manner described in this MOU in exchange for the Parties' full performance of obligations under this MOU and fulfillment of the terms and conditions thereof;

WHEREAS the Parties believe joint administration and shared access to FALCON will have the following applications and benefits:

1. Student training and workforce development in HPC (both application and administration of HPC).
2. Cross campus collaborative products (research, training, teaching).
3. Research amplification (novel projects, increased project efficiency).
4. Increase connection and collaboration between the Idaho Universities and INL and foster sustainable long-term partnerships.
5. Elevate the excellence of personnel and recruit new experts.
6. Expanded access to shared cyberinfrastructure expertise including human resources.

7. Leveraging of existing and new infrastructure at the state level. (e.g. Idaho Regional Optical Network).
8. Leveraging FALCON as a differentiator for Parties and as an attractor for new students and faculty.

WHEREAS each of the Parties has unique capabilities and resources to bring to bear in administering FALCON as an educational and research endeavor and choose to share those collaboratively;

WHEREAS the Parties agree to the University of Idaho as lead institution (“Lead Institution”) to manage, coordinate and implement the inter-institutional collaboration and administration of FALCON; now

THEREFORE, this MOU serves to memorialize the Parties’ mutual understandings and agreements regarding responsibilities for the management, cost share and access to FALCON.

Article 1: OBJECTIVES

The intended objective of this MOU is to set forth the Parties’ responsibilities for management, financial costs, shared use, and access of FALCON. In addition, it is the objective of this MOU to outline the general scope, responsibilities and privileges associated with the role of Lead Institution for this collaborative effort.

Article 2: AREAS OF COLLABORATION

Areas of cooperation include, but are not limited to, the following:

- 2.1 Shared costs of operation, maintenance and continued growth of FALCON;
- 2.2 Creation of committees and sub-groups to carry out management of FALCON;
- 2.3 Employment of necessary administrators and staff to support FALCON;
- 2.4 Inter-institutional collaborative research projects.

Additional topics of potential cooperation may be considered based on mutual written consent by the Parties.

Article 3: MANAGEMENT OF THE COLLABORATION

This MOU is an evolving collaboration requiring the information be updated annually.

The Coordinators, below, or their designee(s) are to record and track the progress related to this MOU and collect periodic status reports. To meet the strategic long-term objectives of the Parties’ shared administration and access to FALCON, the Coordinators will determine annual targets and progression of collaboration each year, through annual addendums to this MOU starting in calendar year 2022.

The Coordinator representing the Lead Institution shall provide a written status report of progress, future goals and/or objectives of the collaboration to the State Board of Education on an annual basis. This MOU is intended to foster annual milestones to increase existing collaboration with the Parties and does not limit expanded future collaborative endeavors. The Coordinators for the respective institutions are as follows:

University of Idaho

Chris Nomura, Vice President for Research and Economic Development

Idaho State University

Donna Lybecker, Interim Vice President for Research and Economic Development

Boise State University

Nancy Glenn, Interim Vice President for Research and Economic Development

Article 4: OPERATION OF THE COLLABORATION

4.1 Lead Institution

At all times during the performance of this MOU, one of the Parties shall serve as Lead Institution for the administration and management of FALCON. In consideration for the financial responsibilities of the Lead Institution described in Section 5.1 and 5.2 of this MOU, the Lead Institution shall be permitted to advertise, promote, and market that Institution, itself, as Lead Institution of FALCON for purposes of, but not limited to, recruitment and publicity. All Parties, including the Lead Institution, shall make a good faith effort to reference the collaboration of the partner Parties and INL in similar communications.

The Parties agree that UI shall serve as initial Lead Institution of FALCON, and that any changes to Lead Institution of FALCON shall be consistent with the reimbursement of initial investment costs for FALCON by UI described in detail in Section 5.1 of this MOU.

4.2 Operating Committee

Within forty-five days from the date of this MOU, the Parties shall select an Operating Committee made up of one representative from each of the Parties, and one ex-officio, non-voting representative from INL. The purposes of the Operating Committee shall include, but are not limited to, addressing any logistical issues that may arise from the collaboration, addressing costs to operate, maintain, and upgrade or otherwise optimize FALCON, establishing policies and procedures related to shared access to FALCON, including the establishment of a Systems Security Plan, Acceptable Use Policy, and adoption, creation, and/or approval of other documentation necessary for the secure and collaborative access and operation of FALCON. The Operating Committee shall meet on a monthly basis and shall have general oversight of all operations of FALCON and authority to create any necessary sub-committees to manage and carry out the functions of FALCON. The Operating Committee shall work closely with the Systems Administrators, consistent with Article 6 of this MOU, to determine the financial, personnel and technical needs of FALCON.

4.3 Location of FALCON

FALCON shall remain physically in the Collaborative Computing Center ("C3") at INL for the benefit and shared access by the Parties. The Parties shall use their best efforts to sustain open and shared access to FALCON. Specific details concerning access to FALCON shall be addressed by the Operating Committee. INL shall continue to support the facility requirements of Falcon.

Article 5: FINANCIAL OBLIGATIONS OF COLLABORATION

5.1. Initial Operational Costs

Except as the Parties may otherwise agree in writing, each Party shall be responsible for an equal share of the costs reasonably incurred in connection with the operation, administration, and shared access to FALCON (the "Operation Costs"). Operation Costs include those costs that arise from the Parties' shared access and operation of FALCON and include, but are not limited to, expendable supplies, equipment, systems upgrades, software, and hardware that arise from FALCON administration. Operation Costs should not include those costs that arise solely from a Party's individual access and operation of FALCON including, but not limited to, home campus technical support, executive support, overhead, and costs or expenses paid for by a third party.

The Parties acknowledge that UI, as Lead Institution, has agreed to make initial investments in the Operation Costs for the benefit of the Parties. The University of Idaho is willing to absorb these initial investment costs only during the period where the UI is Lead Institution and managing FALCON. Should the management of the computer rotate, the Parties agree that they will each reimburse UI their pro-rata share of these initial investments in Operation Costs less depreciation of the asset (5-year straight line depreciation schedule). Specific details of the rotation of management shall be addressed by the Operating Committee.

5.2 Future costs for operation, maintenance, and growth.

The Operating Committee shall meet monthly to address ongoing and projected Operation Costs that arise from the shared access, use, and upgrade or other optimization of FALCON. Monthly reports of costs shall be submitted by the Operating Committee to the Lead Institution for payment.

Throughout the period of this MOU, the Lead Institution shall pay the Operation Costs and make a quarterly accounting, which it shall report to the other Parties to be reimbursed in equal shares. If one of the Parties determines that they do not need to use their share of the computing capacity, that capacity will be made available to the other Parties to reduce or offset the operating charges to the Party offering their capacity.

Unless otherwise agreed to in writing, if one of the Parties fails to reimburse its respective share of the Operation Costs within 30 days, the Operating Committee shall vote on the defaulting Party's ability to use, operate, or otherwise access FALCON, including but not limited to, limiting such Party's access until such time as its amount due is paid in full.

5.3 Commitment to Systems Administrators

Within six months from the date of this MOU, the Parties will each hire or otherwise employ one (1) full-time employee dedicated to support FALCON ("Systems Administrators"). The Parties understand that INL has committed to funding 0.5 FTE of each of these employees for a period of two (2) years beginning the initiation of this Collaboration. Each Party shall individually be responsible for the remaining 0.5 FTE funding of its employee during this two-year period. Except otherwise agreed to in writing, in the event that any one of the Parties fails to hire or employ a Systems Administrator, that Party shall forfeit its rights to use, operate, or otherwise access FALCON. Each Systems Administrator shall at all times be employees and under the supervision of their respective institutions.

Following the two-year period of INL's partial funding of the Systems Administrators, each Party shall be individually responsible for the continued employment of a Systems Administrator, one (1) full-time

employee dedicated to support FALCON. Except otherwise agreed to in writing, in the event that any one of the University Parties fails to hire a Systems Administrator, that Party shall forfeit its rights to use, operate, or otherwise access FALCON.

Article 6: COOPERATION OF SYSTEMS ADMINISTRATORS

The three Systems Administrators will form a cohesive multi-institutional team focused on the maintenance, support, and operation of FALCON. The Systems Administrator from the Lead Institution shall serve as the technical team leader for the three institutions and is responsible for the routine, technical decisions related to FALCON. The three Systems Administrators shall work closely with members of the Operating Committee to communicate the technical, personnel and financial needs of FALCON.

Article 7: DURATION, AMENDMENT AND TERMINATION

7.1 Activities under this MOU may commence upon signature and may continue for 10 years unless discontinued in writing by Parties. This MOU may be modified or extended by mutual written consent of the Parties.

7.2 The Parties intend that any questions of interpretation or implementation relating to this MOU arising during its term are to be resolved by consultations between them.

7.3 This MOU may be discontinued at any time by mutual written consent of the Parties. Alternatively, any University Party that wishes to discontinue its participation in this MOU should endeavor to provide at least ninety (90) days advance written notice to the other Parties. The Parties intend that any discontinuance of this MOU should be without prejudice to any rights and obligations that may have accrued under separate executed agreements to effectuate the intended collaborations, activities and exchanges contemplated under this MOU.

7.4 Non-compliance. Unless otherwise agreed to in writing by the Parties, failure to comply with the terms of this MOU including, but not limited to, the financial obligations provided in Article 5 of this MOU, shall result in the non-complying Party losing any rights to use, operate, or otherwise access FALCON.

Article 8: MISCELLANEOUS PROVISIONS

8.1 Independent Entities: The Parties understand that nothing contained herein is intended to authorize any Party to bind or act for, or assume any obligations or responsibilities on behalf of, the other Parties, beyond those provided for in this MOU. In no event is this MOU intended to be construed to create a partnership, joint venture, alliance or any other affiliation between the Parties. The purpose of this MOU is to describe certain mutual understandings between the University Parties and collaborating parties regarding the intentions to collaborate and facilitate use, access, responsibilities, and administration of the FALCON supercomputer solely.

8.2 Liability: In no event is this MOU to be construed to cause the Parties to be liable to another entity or its affiliates for loss or profits, loss of products, loss of use, or indirect, consequential or special damages.

8.3 Consent: This MOU is not intended to commit nor obligate the Parties to provide any products, to perform any services, or to accept any responsibilities without the other Party's prior written consent.

8.4 Additional topics of potential cooperation: Based on mutual written consent, the Parties may enter into further MOUs or agreements of additional topics of potential cooperation related to or arising from the activities contemplated by this MOU.

University of Idaho



Signature Date 12/20/2021

Scott Green, President

Idaho State University



Signature Date 1/3/2022

Kevin Satterlee, President

Boise State University



Signature Date 01/11/2022

Marlene Tromp, President

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

SUBJECT

Intercollegiate Athletics Reports of Revenues and Expenses

REFERENCE

June 2016 Board directed that the universities' National Collegiate Athletics Association (NCAA) "Agreed Upon Procedures Reports" would be provided to the Board and would also serve as the revenues/expenses reporting template for Lewis-Clark State College.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education (Board) Governing Policies & Procedures, Section V.X.5.

BACKGROUND/DISCUSSION

Responsibility, management, control, and reporting requirements for athletics are detailed in Board Policy V.X. The college and universities are required to submit regular financial reports as specified by the Board office. For the universities, the revenue and expenses reported must reconcile to the NCAA "Agreed Upon Procedures Reports" that are prepared annually and reviewed by the Board's external auditor.

Board policy V.X. establishes limits on how much state appropriation (including appropriated spending authority for tuition and fees) each institution can expend for intercollegiate athletics. Increases to the limits are generally tied to changes to the appropriated funds (General Funds and tuition and fees), or through Board approval. The policy provides a mechanism for Chief Executive Officers to request Board approval for one-time or ongoing changes to the limits when justified on the basis of adding or expanding programs, investing in facility upgrades or repairs, meeting new federal or state regulatory compliance requirements, and/or meeting intercollegiate athletic association or conference requirements. The current policy allows the ability for institutions to increase the student athletic fees without regard to the general education appropriation.

IMPACT

The reports of Revenues and Expenses are presented for each institution for fiscal year 2021 in Attachments 1 through 4.

ATTACHMENTS

Attachment 1	Boise State University
Attachment 2	Idaho State University
Attachment 3	University of Idaho
Attachment 4	Lewis-Clark State College

STAFF COMMENTS AND RECOMMENDATIONS

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

The Athletics Reports show results for fiscal year 2021. It should be noted that state funds are critical to support the student athletes and athletic programs at the four institutions. Ticket sales, contributions, and program revenues are insufficient to enable the athletic programs to be fully self-supporting. Representatives from the institutions will be available to respond to questions from Board members if necessary.

BOARD ACTION

This item is for informational purposes only.

**BOISE STATE UNIVERSITY ATHLETIC DEPARTMENT
STATEMENT OF REVENUES AND EXPENSES
YEAR ENDED JUNE 30, 2021
(UNAUDITED)**

	Football	Men's Basketball	Other Men's Sports	Women's Basketball	Women's Volleyball	Other Women's Sports	Nonprogram Specific	Totals
OPERATING REVENUES								
Ticket Sales	\$ 1,031	\$ 53,154	\$ (755)	\$ 4,287	\$ -	\$ 8,450	\$ -	\$ 66,167
*Direct State or Other Government Support	-	3,588	158,357	459,383	205,679	931,386	10,624,652	12,383,045
Student Fees	-	-	-	-	-	-	3,774,765	3,774,765
**Direct Institutional Support	1,148,714	203,950	421,525	204,125	187,345	1,062,607	1,886,694	5,114,960
Indirect Institutional Support	-	-	-	-	-	-	2,093,356	2,093,356
Guarantees	-	-	-	-	-	2,500	-	2,500
Contributions	1,567,828	-	436,161	-	-	756,607	1,981,159	4,741,755
Media Rights	3,429,258	907,554	-	25,490	6,926	25,538	-	4,394,766
NCAA Distributions	465,995	420,895	176,376	71,287	65,763	464,548	-	1,664,864
Conference Distributions	1,128,885	27,273	-	-	-	-	-	1,156,158
Royalties Licensing Advertisement								
Sponsorship	2,951,632	745,489	5,250	20,938	5,689	41,978	14,000	3,784,976
Sport Camp Revenues	37,636	-	-	70	(3)	7,710	-	45,413
Other Operating Revenue	319,919	1,150	4,671	700	-	9,483	361,930	697,853
Total Operating Revenues	11,050,898	2,363,053	1,201,585	786,280	471,399	3,310,807	20,736,556	39,920,578

* Direct State or Other Government Support
FY21 COVID Related Support \$ 9,250,946

**Direct Institutional Support
Institutional Support Funds \$ 1,875,300
Out of State Tuition Waivers 3,239,660
Total Direct Institutional Support \$ 5,114,960

IDAHO STATE UNIVERSITY
ATHLETICS
6/30/2021

	MEN'S BASKETBALL	FOOTBALL	OTHER MEN'S SPORTS	WOMEN'S BASKETBALL	WOMEN'S VOLLEYBALL	OTHER WOMEN'S SPORTS	NON SPECIFIC	FINAL PROGRAM FY21
REVENUE:								
1 Ticket Sales	1,650	46,795	-	3,450	-	-	-	51,895
2 Direct State or Other Government Support	324,642	774,369	166,315	306,684	349,167	1,400,554	1,053,372	4,375,105
3 Student Fees	-	-	-	-	-	-	1,838,604	1,838,604
4 Direct Institutional Support	-	-	-	-	-	-	781,400	781,400
5 Less-Transfers to Institution	-	-	-	-	-	-	-	-
6 Indirect Institutional Support	-	36,373	110	-	-	110	76,802	113,394
6A Indirect Institutional Support - Athletic Facilities Debt Service, Le	-	-	-	-	-	-	94,700	94,700
7 Guarantees	95,000	-	-	49,500	-	-	-	144,500
8 Contributions	9,990	19,273	-	2,000	1	12,977	277,365	321,606
9 In-Kind	38,501	44,687	10,623	18,957	14,963	32,462	128,231	288,425
10 Compensation and Benefits Provided by a third party	-	-	-	-	-	-	-	-
11 Media Rights	807	2,756	-	152	17	23	18,817	22,571
12 NCAA Distributions	-	-	-	-	-	-	701,386	701,386
13 Conference Distributions (Non Media or Bowl)	17,950	1,527	11	9,490	214	(1,914)	1,211	28,491
14 Program, Novelty, Parking and Concession Sales	214	81	162	111	10	781	11,522	12,880
15 Royalties, Licensing, Advertisement and Sponsorships	-	-	-	-	-	-	320,011	320,011
16 Sports Camp Revenue	19,576	5,750	1,575	14,848	30,845	23,408	46,104	142,106
17 Athletics Restricted Endowment and Investments Income	-	-	-	-	-	-	-	-
18 Other Operating Revenue	-	-	-	-	-	-	117,892	117,892
19 Bowl Revenues	-	-	-	-	-	-	-	-
Total Operating Revenue	508,330	931,613	178,797	405,193	395,218	1,468,400	5,467,417	9,354,967
OPERATING EXPENDITURES:								
20 Athletics Student Aid	214,984	1,200,034	208,417	244,301	207,458	920,840	168,420	3,164,455
21 Guarantees	8,500	-	-	2,000	-	-	-	10,500
22 Entities	350,339	622,698	167,665	345,277	146,089	465,569	16,539	2,114,176
23 Coaching Salaries, Benefits and Bonuses paid by Third Party	-	-	-	-	-	-	-	-
24 Support Staff/Admin Compensation/Benefits/Bonues pd by Univ	13,222	197,387	-	5,940	16,723	37,991	1,290,337	1,561,601
25 Third Party	-	-	-	-	-	-	-	-
26 Severance Payments	-	-	-	-	-	-	-	-
27 Recruiting	978	2,392	3,496	912	2,728	1,859	5,871	18,236
28 Team Travel	119,378	176,301	111,588	127,265	53,271	211,583	31,801	831,187
29 Sports Equipment, Uniforms and Supplies	41,472	314,845	31,828	31,071	58,100	105,132	149,092	731,539
30 Game Expenses	98,507	27,045	3,079	72,407	17,133	21,693	144,650	384,514
31 Fund Raising, Marketing and Promotion	594	922	-	594	360	162	87,490	90,122
32 Sports Camp Expenses	6,762	500	376	10,403	1,922	9,683	16,938	46,584
33 Spirit Groups	-	-	-	-	-	-	-	-
34 Athletic Facilities Debt Service, Leases and Rental Fees	-	-	-	-	-	-	-	-
35 Direct Overhead and Administrative Expenses	23,266	97,494	3,717	19,233	11,936	21,064	287,126	463,836
36 Indirect Institutional Support	-	36,373	110	-	-	110	171,502	208,094
37 Medical Expenses and Insurance	-	-	-	-	-	-	292,871	292,871
38 Memberships and Dues	-	-	1,250	-	2,102	5,231	69,924	78,507
39 Student-Athlete Meals (non-travel)	16,039	37,360	4,335	6,934	5,186	15,061	18,014	102,929
40 Other Operating Expenses	25,352	56,107	6,259	22,498	18,519	23,967	137,376	290,078
41 Bowl Expenses	-	-	-	-	-	-	-	-
Total Operating Expenses	919,392	2,769,458	542,119	888,833	541,529	1,839,946	2,887,952	10,389,230
Net Increase/Deficit	(411,063)	(1,837,846)	(363,322)	(483,640)	(146,311)	(371,546)	2,579,465	(1,034,263)

University of Idaho
Intercollegiate Athletics
Schedule of Revenues and Expenses
For the Year Ended June 30, 2021 (unaudited)

	Men's Football	Men's Basketball	Men's Other Sports	Women's Volleyball	Women's Basketball	Women's Other Sports	Non-Program Specific	Grand Totals
Operating Revenues								
Ticket Sales	94,052	400	-	200	200	2,156	1,150	98,158
Student Fees			-			-	1,688,497	1,688,497
Direct Institutional Support								
General Education Funds	1,127,563	318,701	183,017	194,811	279,702	388,839	1,471,034	3,963,667
Institutional Support Funds	279,013	78,862	45,288	48,206	69,212	96,217	364,002	980,800
Other Institutional Support (Includes OST Waivers)	658,296	224,100	240,540	159,660	173,124	595,514	701,543	2,752,777
Indirect Institutional Support			-			-	283,330	283,330
Indirect Institutional Support - Athl Facil Debt Svc			-			-	781,456	781,456
Guarantees	-	45,000	7,786	1,500	-	925		55,211
Contributions	426,881	47,246	163,728	43,981	63,353	271,443	59,751	1,076,383
In-Kind	8,400	4,200	-		4,200	-	8,400	25,200
Compensation & Benefits Provided by 3rd Party	217,772	20,000	2,000	7,500	14,000	25,000	15,000	301,272
Media Rights	2,756	807	-	17	152	-		3,731
NCAA Distributions	130,459	30,618	74,704	28,743	32,902	152,417	332,184	782,027
Conference Distributions (Non-Media or Bowl)			-			-	13,252	13,252
Program, Novelty, Parking & Concessions	9,212						3,304	12,516
Royalties, Licensing, Advertising & Sponsorships	40,000	10,200	-		5,000	-	296,823	352,023
Sports Camp Revenues	2,400	3,200	-			-		5,600
Athletics Restricted Endowment & Investment Income	161,035	25,176	63,990	41,275	40,581	111,412	69,274	512,743
Other Operating Revenues	208			6,700			36,512	43,420
Bowl Revenues			-					-
Total Operating Revenues	3,158,047	808,510	781,053	532,593	682,426	1,643,923	6,125,512	13,732,063
Operating Expenditures								
Athletic Student Aid	2,377,808	451,037	677,026	370,915	444,623	1,859,934	90,865	6,272,209
Guarantees			1,800			1,600		3,400
Coaching Salaries, Benefits & Bonuses	1,464,574	412,670	237,766	252,899	378,363	513,473		3,259,745
Coaching Salaries, Benefits & Bonuses - 3rd Party	217,772	20,000	2,000	7,500	14,000	25,000		286,272
Support Staff/Admin Comp, Benefits & Bonuses	62,710	4,088	-	720	601	-	2,679,331	2,747,450
Support Staff/Admin Comp, Benefits & Bonuses - 3rd Party			-			-	15,000	15,000
Recruiting	7,851	3,453	1,192	2,497	3,133	5,044		23,171
Team Travel	254,148	127,699	121,397	72,793	164,594	159,531		900,162
Sports Equipment, Uniforms & Supplies	173,609	44,798	43,280	15,897	32,572	99,879	92,716	502,752
Game Expenses	106,834	82,898	6,107	30,820	86,655	19,200		332,513
Fund Raising, Marketing & Promotion			-			-	81,842	81,842
Sports Camp Expenses	2,400	3,200	-			-		5,600
Spirit Groups			-			-		-
Athletic Facilities Debt Service			-			-	781,456	781,456
Direct Overhead & Administrative Expenses	918	606	-	936	1,248	1,872	27,332	32,912
Indirect Institutional Support			-			-	283,330	283,330
Medical Expenses & Insurance			-			-	369,488	369,488
Memberships & Dues		730	1,000	265		6,029	72,419	80,443
Student-Athlete Meals (non-travel)	82,055	7,122	80	126		372	3,479	93,235
Other Operating Expenses	97,593	22,160	83,557	7,474	16,685	17,202	462,583	707,255
Bowl Expenses			-			-		-
Total Operating Expenses	4,848,273	1,180,462	1,175,205	762,843	1,142,473	2,709,138	4,959,841	16,778,236
Excess (Deficiency) of Revenues Over (Under) Expenses	(1,690,226)	(371,952)	(402,587)	(230,251)	(460,048)	(1,278,997)	1,165,671	(3,046,172)
Other Reporting Items								
Total Athletics Related Debt							43,625,000	43,625,000
Total Institutional Debt							144,865,000	144,865,000

Lewis-Clark State College Intercollegiate Athletics Department
Statement of Revenues and Expenses
For the Year Ended June 30, 2021 (Unaudited)

	Baseball	Men's Basketball	Men's Golf	Men's Tennis	Men's XC	Men's Track	Women's Volleyball	Women's Basketball	Women's Golf	Women's Tennis	Women's XC	Women's Track	Non-Program Specific	Grand Total
Operating Revenues														
01 Ticket Sales	4,715	2,075					565	2,075						9,430
02 Student Fees													371,003	371,003
03 Direct State/Govt Support	228,385	117,178	28,100	11,752	37,168	35,541	127,567	122,707	28,133	11,752	36,508	36,811	497,972	1,319,574
04 Direct Institutional Support (excludes Out of State Waivers)													206,900	206,900
05 Direct Institutional Support (Out of State Waivers)	301,752	121,152	40,266	111,204	19,224	27,246	114,168	81,384	71,623	79,831	39,498	65,464	64,382	1,137,194
06 Indirect Institutional Support													146,199	146,199
07 Guarantees														0
08 Contributions													481,120	481,120
09 In-Kind	11,750	6,600					8,750	7,250						34,350
10 Compensation & Benefits Provided by 3rd Party														0
11 Media Rights													2,000	2,000
12 NCAA Distributions													569,954	569,954
13 Conference Distributions (Non-Media or Bowl)														0
14 Program, Novelty, Parking & Concessions														0
15 Royalties, Licensing, Advertising & Sponsorships														0
16 Sports Camp Revenues	6,297	29,996			578		0	13,844			578		(0)	51,293
17 Athletics Restricted Endowment & Investment Income														0
18 Other Operating Revenues														0
Total Operating Revenues	552,899	277,001	68,366	122,956	56,970	62,787	251,050	227,260	99,756	91,583	76,584	102,275	2,339,530	4,329,017
Operating Expenditures														
19 Athletic Student Aid	450,455	212,958	61,316	120,066	40,374	32,341	214,258	186,813	94,023	95,505	70,385	83,714	64,381	1,726,589
20 Guarantees	0	17,050	0	0	0	0	0	1,000	0	0	0	0	0	18,050
21 Coaching Salaries, Benefits & Bonuses	238,413	131,852	27,978	11,752	37,177	40,752	127,567	122,734	28,011	11,752	36,508	42,023		856,519
22 Coaching Salaries, Benefits & Bonuses Paid by 3rd Party														0
23 Support Staff/Admin Compensation Benefits & Bonuses	8	489											313,023	313,520
24 Support Staff/Admin Compensation Benefits & Bonuses Paid by 3rd Party														0
25 Recruiting	1,940	1,789	701	202	1,574	4,514	0	1,889	43	155	2,297	4,515	2,668	22,287
26 Team Travel	87,871	42,690	12,879	7,952	855	11,733	9,160	40,280	20,559	9,543	3,180	11,776		258,478
27 Sports Equipment, Uniforms & Supplies	23,716	15,967	9,913	262	17,418	8,432	14,882	10,802	12,731	800	14,376	9,707	7,575	146,581
28 Game Expenses	13,329	10,169	2,173	0	1,397	180	9,243	7,783	3,280	0	1,793	739	40,040	90,126
29 Fund Raising, Marketing & Promotion														0
30 Sports Camp Expenses	1,760	2,932			0		0	2,951			0		0	7,643
31 Spirit Groups														0
32 Athletic Facilities, Debt Service, Leases & Rental Fees														0
33 Direct Overhead & Administrative Expenses														0
34 Indirect Institutional Support	11,750	6,600	0	0	0	0	8,750	7,250	0	0	0	0	146,199	180,549
35 Medical Expenses & Insurance													14,970	14,970
36 Memberships & Dues														0
37 Other Operating Expenses	676	2,171	100	200	513	696	94	2,725	100	0	675	534	394,506	402,990
Total Operating Expenditures	829,918	444,667	115,060	140,434	99,308	98,648	383,954	384,227	158,747	117,755	129,214	153,008	983,362	4,038,302
Excess (Deficiency) of Revenues Over (Under) Expenses	(277,019)	(167,666)	(46,694)	(17,478)	(42,338)	(35,861)	(132,904)	(156,967)	(58,991)	(26,172)	(52,630)	(50,733)	1,356,168	290,715
Other Reporting Items														
38 Conference Realignment Expenses													0	0
39 Total Athletics Related Debt													0	0
40 Total Institutional Debt													0	0
41 Value of Athletics Dedicated Endowments													831,357	831,357
42 Value of Institutional Endowments													11,723,557	11,723,557

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

SUBJECT

Intercollegiate Athletics Employee Compensation Report

REFERENCE

April 2021 Board received FY 2020-21 athletics compensation reports

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education (Board) Governing Policies & Procedures, Section II.H.

BACKGROUND/ DISCUSSION

The attached reports show actual compensation figures for FY2021 and estimated compensation figures for FY2022. The sources of funding for athletic department positions vary widely. A number of the most highly paid coaching positions are funded entirely from program revenues.

IMPACT

The reports detail the contracted salary received by athletics administrators and coaches, including bonuses, supplemental compensation and perquisites, if applicable.

ATTACHMENTS

Attachment 1 – Boise State University	FY21 Actual
Attachment 2 – Boise State University	FY22 Estimate
Attachment 3 – Idaho State University	FY21 Actual
Attachment 4 – Idaho State University	FY22 Estimate
Attachment 5 – University of Idaho	FY21 Actual
Attachment 6 – University of Idaho	FY22 Estimate
Attachment 7 – Lewis-Clark State College	FY21 Actual
Attachment 8 – Lewis-Clark State College	FY22 Estimate

STAFF COMMENTS AND RECOMMENDATIONS

The Board has delegated, through Board Policy II.B., personnel management authority to the president of each institution, except for those responsibilities specifically retained by the Board. Board policy II.H. authorizes the president of an institution to enter into a contract for the services of a coach or athletic director with that institution for a term of up to three (3) years. A contract with a term (whether fixed or rolling) of more than three (3) years, or with a total annual compensation amount of \$350,000 or higher, is subject to approval by the Board.

BOARD ACTION

This item is for informational purposes only.

**Intercollegiate Athletics Compensation Report
Boise State University
FY21 Actual Base Salary Compensation**

ATTACHMENT 1

			Compensation				Contract Bonus			Perks			Funding				
PCN	Depart/Name/Title		Athletic FTE	Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	lost Season Other	Club Memb	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Athletic Administration																	
1454	Jacob Thompson	Director Development Athletics	1.00	49,546	-	-	500	-	-	-	No	No	No	No		49,546	500
1523	* Kathryn Chase	NCAA Compliance (Financial Aid)	0.65	33,999	-	-	-	-	-	-	No	No	No	No	33,999	-	-
1700	Heather Berry	Associate AD, HR Services	1.00	90,001	-	909	2,500	-	-	-	No	No	No	No		90,910	2,500
1701	Dickey/Carney/ Apsey	Executive Director, Athletics	1.00	410,010	-	-	2,000	7,500	-	17,500	Yes	Yes	No	Yes		435,010	2,000
1702	Robert Carney	Sr. Assoc AD, Strat Plan & Cap Proj	1.00	109,678	-	-	2,500	4,000	-	-	No	No	No	No		113,678	2,500
1711	Marc Paul	Assoc. AD/SPHW	1.00	90,522	-	-	2,500	-	-	9,000	No	No	No	No		99,522	2,500
1715	Tyler Smith	Assoc Athletic Trainer	1.00	68,494	-	150	1,000	-	-	2,000	No	No	No	No	68,494	2,150	1,000
1717	Christina Van Tol	Deputy AD/SWA	1.00	132,142	-	-	2,500	8,000	-	7,500	No	Yes	No	No	132,142	15,500	2,500
1724	Kelsey Messer	Head Cheer/Dance Coach	1.00	40,768	-	-	500	-	-	-	No	No	No	No		40,768	500
1725	Brandon Voigt	Asst Athletic Trainer	1.00	50,003	-	150	500	-	-	1,000	No	No	No	No	50,003	1,150	500
1726	Paul Smith	Assoc. Athletic Trainer Football	1.00	80,018	-	-	1,000	-	-	1,000	No	No	No	No		81,018	1,000
1727	Doug Link	Associate Sports Info Director	1.00	49,587	-	653	500	-	-	-	No	No	No	No		50,240	500
1736	Cameron Howard	Asst Director, Marketing & Promotions	1.00	41,579	-	-	500	-	-	-	No	No	No	No		41,579	500
1739	David (DJ) Giumento	Asst AD, Facility Operations	1.00	59,925	-	1,245	1,000	-	-	-	No	No	No	No		61,170	1,000
1740	Walsh, Michael	Assistant Athletic Director, Communications	1.00	62,005	-	229	1,000	-	-	-	No	No	No	No	-	62,234	1,000
1741	Christopher Nichol	Academic Advisor, Director of Tutor Program	1.00	47,923	-	-	500	1,500	-	-	No	No	No	No	40,843	8,580	500
1742	Julie Rising	Manager, Athletic Game Operations	1.00	49,920	-	300	500	-	-	-	No	No	No	No		50,220	500
1743	Vacant/Robin Debuhr	Assistant Business Manager	1.00	44,491	-	-	500	-	-	-	No	No	No	No	44,491	-	500
1749	Shane Nelson	Assistant Athletic Trainer	1.00	40,851	-	-	-	-	-	-	No	No	No	No		40,851	-
1751	Jordan Feeney/Dimeo	Facility Operations Supervisor	1.00	62,504	-	-	500	-	-	-	No	No	No	No		62,504	500
1753	Raul Ibarra	Assistant Director, Athletic Equipment Operations	1.00	46,779	-	-	500	-	-	-	No	No	No	No		46,779	500
1755	Vacant	Assistant Director Creative Services	1.00	43,700	-	-	-	-	-	-	No	No	No	No	-	43,700	-
1758	Matthew Lemanowicz	Associate Director, Sports Performance Coach	1.00	43,000	-	-	-	-	-	-	No	No	No	No		43,000	-
1759	Brenda Robinson	Assoc Athletic Director CFO	1.00	86,507	-	-	2,500	-	-	-	No	No	No	No	86,507	-	2,500
1760	Krista Kim	Asst Athletic Trainer	1.00	40,914	-	-	500	-	-	1,000	No	No	No	No		41,914	500
1761	Rayan Hawili	Associate Director, Sports Performance Coach	1.00	40,019	-	-	500	-	-	-	No	No	No	No		40,019	500
1763	Craig Lawson	Associate Sports Info Director	1.00	49,587	-	134	-	-	-	-	No	No	No	No	-	49,721	-
1764	Justin LaChapelle	Athletic Technical Support Specialist	1.00	50,294	-	-	500	-	-	-	No	No	No	No		50,294	500
1766	Vacant/Bobbie Sumpter	Asst Director of Compliance	1.00	40,914	-	-	500	-	-	-	No	No	No	No		40,914	500
1767	Kyle Moeller	Asst Director, Athletic Equipment Operations	1.00	40,934	-	-	500	-	-	-	No	No	No	No		40,934	500
1768	Vacant/Ryan Pavel	Coordinator, Video Services	1.00	43,700	-	2,800	500	-	-	-	No	No	No	No		46,500	500
1769	Mackenzie Cabot	Ticket Service Coordinator	1.00	41,018	-	-	500	-	-	-	No	No	No	No		41,018	500
1770	Bryan McMartin	Director, Development	1.00	49,462	-	-	500	-	-	-	No	No	No	No		49,462	500
1773	Allison Rowe	Asst Athletic Trainer	1.00	40,955	-	-	500	-	-	2,000	No	No	No	No	-	42,955	500
1774	Joseph Nickell	Associate Athletic Director, Media Relations	1.00	87,318	-	-	2,500	-	-	-	No	No	No	No		87,318	2,500
1776	Vacant/Jeanette Knerr	Business Office Analyst	1.00	44,491	-	-	500	-	-	-	No	No	No	No		44,491	500
1834	Daniel Saline	Asst Director Multimedia Services	1.00	43,514	-	-	500	-	-	-	No	No	No	No		43,514	500
1941	Jarred Nelson	Asst Director Sports Performance	1.00	33,509	-	-	500	-	-	2,000	No	No	No	No		35,509	500
2403	Stephanie Donaldson	Dir Ath Performance Psychologh	1.00	100,381	-	-	1,000	-	-	-	No	No	No	No		100,381	1,000
3005	** Anita Guerricabellia	Assistant Athletic Director, Development	1.00	80,309	-	-	1,000	-	-	-	No	No	No	No		80,309	1,000
3023	Cody Smith	Senior Asst Athletic Director, Operations	1.00	68,931	-	750	1,000	-	-	-	No	No	No	No		69,681	1,000
3064	Dominic Shelden	Director, Creative Services	1.00	53,726	-	3,845	1,000	-	-	-	No	No	No	No		57,571	1,000
3072	Benjamin Price	Director of Development	1.00	49,026	-	-	-	-	-	-	No	No	No	No		49,026	-
3110	Justine Callen	Academic Advisor	1.00	42,453	-	-	500	750	-	-	No	No	No	No	42,453	750	500
3125	Matthew Thomas	Asst AD, Mktg & Promotions	1.00	69,077	-	536	1,000	-	-	-	No	No	No	No		69,613	1,000
3132	Jennifer Bellomy	Assistant Athletic Director, Compliance	1.00	69,638	-	-	1,000	-	-	-	No	No	No	No		69,638	1,000
3145	Gabe Rosenvall	Assoc AD, Student Athlete Development	1.00	90,168	-	-	2,500	5,500	-	-	No	No	No	No	90,168	5,500	2,500
3149	Vacant/Shaela Priaulx-Soho	Asst AD - Tkt Operations	1.00	65,811	-	-	1,000	-	-	-	No	No	No	No		65,811	1,000
3150	Vacant/Aaron Juarez	Associate Sports Info Director	1.00	49,587	-	-	500	-	-	-	No	No	No	No	49,587	-	500
3154	Peter Clark	Director, Marketing & Promotions	1.00	48,339	-	300	500	-	-	-	No	No	No	No		48,639	500
3167	Sara Swanson	Assistant AD, Student-Athlete Development	1.00	63,336	-	-	1,000	1,500	-	-	No	No	No	No		64,836	1,000
3188	Jessica Morse	Assistant Director Donor Relations & events	1.00	43,701	-	-	500	-	-	-	No	No	No	No		43,701	500
3194	Nicole Gamez	Associate Athletic Director, Business Affairs	1.00	87,600	-	-	500	-	-	-	No	No	No	No		87,600	500
3410	Taryn Schutte	Director Business Operations	1.00	52,978	-	-	500	750	-	-	No	No	No	No		53,728	500
3450	Delete PCN	Social Media Content Strategist	1.00	40,851	-	-	-	-	-	-	No	No	No	No		40,851	-
3502	Andy Atkinson	Director, Ath Info & Digital Tech	1.00	76,877	-	-	1,000	-	-	-	No	No	No	No		76,877	1,000
3529	Jodie Faulk	Asst Director of Compliance	1.00	40,914	-	-	500	-	-	-	No	No	No	No		40,914	500
3530	Tyler Whitmer	Director, Sports Performance Coach	1.00	70,637	-	-	1,500	-	-	4,000	No	No	No	No		74,637	1,500
3545	Christopher Hansen	Ticket Manager	1.00	46,592	-	-	500	-	-	-	No	No	No	No		46,592	500
3549	Matt Brewer	Associate Athletic Director, Complince	1.00	93,226	-	485	2,500	1,000	-	-	No	No	No	No		94,711	2,500
3563	Eric Kile	Director, Student Athlete Learning Center	1.00	51,314	-	-	500	1,500	-	-	No	No	No	No	51,314	1,500	500
3584	Vacant/Christina Webster	Director, Annual Giving	1.00	45,115	-	-	500	-	-	-	No	No	No	No		45,115	500
3805	Keita Shimada	Assoc. Athletic Trainer	1.00	60,861	-	-	1,000	-	-	1,000	No	No	No	No		61,861	1,000
3806	Nicole Denno	Assistant Athletic Trainer	1.00	45,115	-	-	500	-	-	-	No	No	No	No		45,115	500
3950	Barraza, Rene	Asst Manager, Athletic Events and Facilities	1.00	42,058	-	-	500	-	-	-	No	No	No	No		42,058	500

**Intercollegiate Athletics Compensation Report
Boise State University**

ATTACHMENT 1

FY21 Actual Base Salary Compensation

PCN	Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	Funding		
			Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning 'lost Season Perform.	Other	Club Memb	Car	Other		State Approp.	Program Revenue	All Other
3970	Syringa Larson	Athletic Insurance Coordinator	1.00	48,069	-	-	500	-	-	-	No	No	No	No	48,069	500
4023	Andrew Bondi	Ticket Service Coordinator	1.00	40,851	-	-	500	-	-	-	No	No	No	No	40,851	500
4119	Curt Apsey	Advancement	1.00	314,101	-	-	-	27,500	-	-	No	No	No	No	341,601	-
4130	Haumann, Kathy	BAA Management Asst	1.00	55,598	-	-	500	-	-	-	No	No	No	No	55,598	500
4165	Carroll, Nathan	Business Office Analyst	1.00	43,701	-	-	-	-	-	-	No	No	No	No	8,404	35,297
4903	Matthew Mayer	Business Manager	1.00	54,725	-	2,200	500	-	-	-	No	No	No	No	54,725	2,200
4925	Katherine Tuller	Human Resources Specialist	1.00	50,232	-	180	500	-	-	-	No	No	No	No	50,412	500
4931	***Mike Keller	Associate AD Development	0.00	90,002	-	-	2,500	-	-	-	No	No	No	No	-	2,500
4935	Laine Brown	Assistant Athletic Trainer	1.00	40,851	-	-	500	-	-	-	No	No	No	No	40,851	500
4949	Delete PCN/Parichan, Brett	Baseball Game Operations	0.00	-	-	-	-	-	-	-	No	No	No	No	-	-
5432	Pahukoa, Brooke	Student Athlete Development Coord Bronco Life	1.00	40,851	-	-	500	-	-	-	No	No	No	No	40,851	500
5478	Vacant/Brandon Fudge	Ticket Sales & Community Outreach Coordinator	1.00	40,456	-	-	500	-	-	-	No	No	No	No	40,456	500
5546	Adam Yetter	Asst Athletic Trainer	1.00	40,851	-	-	500	-	-	1,000	No	No	No	No	41,851	500
Men's Sports																
Football																
1704	Andy Avalos/Harsin	Head Coach	1.00	1,400,006	-	-	3,000	45,000	-	-	No	Yes	No	Yes	1,445,006	3,000
1705	Stacy Collins/Brown 5392	Assistant Coach	1.00	225,014	-	-	2,000	5,000	5,000	-	No	Yes	No	Yes	235,014	2,000
1706	Timothy Plough/Kiesau 5301	Assistant Coach	1.00	270,005	-	-	2,000	5,000	-	-	No	Yes	No	Yes	275,005	2,000
1707	Frank Maile	Assistant Coach	1.00	260,000	-	-	2,000	5,000	5,000	-	No	Yes	No	Yes	270,000	2,000
1708	Spencer Danielson	Defensive Coordinator	1.00	280,010	-	20,000	2,000	5,000	-	-	No	Yes	No	Yes	305,010	2,000
1728	Brandon Pietrzyk	Assistant Coach, FB Strength & Conditioning	1.00	60,008	-	-	500	-	-	-	No	No	No	No	60,008	500
1730	Michael Joel Schneider	Director, Football Operations/Ext Relations	1.00	59,134	-	1,000	2,000	5,000	2,000	-	No	No	No	No	67,134	2,000
1752	Dale Holste	Assoc Dir, Athletic Equipment Operations	1.00	62,442	-	-	2,000	-	-	-	No	No	No	No	62,442	2,000
1757	Dustin Kelley	Asst Director Athletic Equipment Operations	1.00	40,955	-	-	500	-	-	-	No	No	No	No	40,955	500
1762	Eli Mandel	Director of Recruiting Football	1.00	50,003	-	-	1,000	5,000	-	-	No	No	No	No	55,003	1,000
1772	Lucas White/Pringle	Assistant Coach, Strength & Conditioning/Football	1.00	60,008	-	-	500	-	-	-	No	No	No	No	60,008	500
3030	Da'Vell Winters/Larrondo	Chief of Staff	1.00	85,509	-	-	2,500	5,000	-	-	No	Yes	No	No	90,509	2,500
3103	Winston Venable	Assistant Coach	1.00	115,003	-	-	2,000	2,500	5,000	-	No	Yes	No	No	122,503	2,000
3109	Jeron Johnson/Danielson	Assistant Coach	1.00	110,011	-	-	2,000	5,000	5,000	-	No	Yes	No	No	120,011	2,000
3134	Matthew Miller	Assistant Coach	1.00	160,014	-	-	2,000	2,500	5,000	-	No	Yes	No	No	167,514	2,000
3153	Reid Kagy/Pitman	Director Strength-Football	1.00	160,014	-	-	2,000	5,000	-	-	No	No	No	No	165,014	2,000
3160	Kane Ioane/ Alley 5313	Assistant Coach	1.00	200,013	-	-	2,000	5,000	-	-	No	Yes	No	Yes	205,013	2,000
3162	Timothy Keane/ Franklin 5393	Assistant Coach	1.00	225,014	-	-	2,000	5,000	5,000	-	No	Yes	No	No	235,014	2,000
3186	Kent Riddle	Assistant Coach	1.00	225,014	-	-	2,000	5,000	5,000	-	No	Yes	No	No	235,014	2,000
4147	Kiyoshi Harris	Coordinator of Recruiting Relations	1.00	50,003	-	-	-	-	-	-	No	No	No	No	50,003	-
4152	Pahukoa, Brooke	Assistant to the Head FB Coach	1.00	45,011	-	-	-	-	-	-	No	No	No	No	45,011	-
4159	Jayln Baker	Asst Dir Sports Performance Coach FB	1.00	30,014	-	1,375	-	-	-	-	No	No	No	No	31,390	-
5464	Brandon Crosby	Offensive Coaching Assistant	1.00	30,014	-	-	500	-	-	-	No	No	No	No	30,014	500
5549	Kharyee Marshall/McDonald	Defensive Coaching Assistant	1.00	50,003	-	-	500	-	-	-	No	No	No	No	50,003	500
5568	Kasey Richardson	Dir. FB Video/Technology	1.00	43,701	-	1,250	250	-	2,000	-	No	No	No	No	46,951	250
Basketball																
1710	Leon Rice	Head Coach	1.00	725,005	-	-	10,000	20,000	12,000	-	No	Yes	No	Yes	757,005	10,000
1712	Michael Burns	Assistant Coach, Men's Basketball	1.00	159,141	-	-	2,500	5,000	3,000	2,000	No	Yes	No	No	169,141	2,500
1714	Timothy Duryea	Assistant Coach, Men's Basketball	1.00	120,016	-	-	2,500	5,000	3,000	2,000	No	Yes	No	No	130,016	2,500
1745	David Moats	Director, Men's BB Operations	1.00	49,338	-	-	2,000	2,500	1,500	1,000	No	No	No	No	54,338	2,000
3133	Roy Barsh II	Assistant Coach, Men's Basketball	1.00	133,910	-	-	2,500	5,000	3,000	2,000	No	Yes	No	Yes	143,910	2,500
Golf																
3566	Dan Potter	Head Coach	1.00	66,248	-	-	2,000	3,000	7,500	15,500	No	Yes	No	No	92,248	2,000
Tennis																
3151	Kristian Widen	Head Coach	1.00	63,190	-	-	2,000	3,000	-	-	No	Yes	No	Yes	66,190	2,000
3178	Ali Borhani	Assistant Coach	1.00	39,333	-	-	500	1,200	-	-	No	No	No	No	39,333	500
Men/Women's Track & Field																
1400	Benjamin Wetli	Asst Coach Track & Field & CC	1.00	49,774	-	-	500	2,400	750	500	No	No	No	No	53,424	500
1719	Cody Sohn	Asst Coach Track & Field & CC	1.00	41,579	-	-	500	2,400	750	500	No	No	No	No	41,579	3,650
1721	Travis Hartke	Assoc Head CC & Asst Track and Field Coach	1.00	61,256	-	-	1,000	2,400	750	500	No	No	No	No	61,256	3,650
2223	Corey Ihmels	Head Coach	1.00	137,010	-	-	4,000	6,000	-	-	No	No	No	Yes	143,010	4,000
3177	Gavin O'Neal	Assistant Coach, Track & Field	1.00	51,813	-	-	500	1,200	-	-	No	No	No	No	51,813	1,200
4041	Green, Andrew	Assistant Coach, Track & Field	1.00	32,011	-	-	500	1,200	-	-	No	No	No	No	33,211	500
Baseball																
3105	Michiel van Kampen	Assistant Coach	1.00	46,030	-	-	500	-	-	-	No	No	No	No	46,030	500
3107	Brock Huntzinger	Assistant Coach	1.00	56,118	-	-	-	-	-	-	No	No	No	No	56,118	-
3191	Gary Van Tol	Head Coach	1.00	83,678	-	-	2,000	3,000	-	-	No	Yes	No	Yes	86,678	2,000
4949	Vacant	Asst. Mgr, Ath Events & Facs	1.00	40,852	-	-	-	-	-	-	No	No	No	No	40,852	-

**Intercollegiate Athletics Compensation Report
Boise State University
FY21 Actual Base Salary Compensation**

ATTACHMENT 1

			Compensation				Contract Bonus			Perks			Funding				
PCN	Depart/Name/Title		Athletic FTE	Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	ost Season	Club Memb	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Women's Sports																	
Basketball																	
1720	Heather Sower	Assistant Coach	1.00	94,307	-	-	1,000	5,000	8,000	-	No	No	No	No	94,307	13,000	1,000
1744	Julia Fishman	Dir, Women's BB Operations	1.00	46,738	-	-	500	2,500	3,500	-	No	No	No	No	46,738	6,000	500
2226	Gordon Presnell	Head Coach	1.00	300,019	-	-	7,500	18,000	21,000	-	No	No	No	Yes	88,279	250,740	7,500
3129	Nia Jackson	Assistant Coach	1.00	94,307	-	-	1,000	-	-	-	No	No	No	No	94,307	-	1,000
3181	Cariann Ramirez	Assistant Coach	1.00	94,307	-	-	1,000	5,000	8,000	-	No	No	No	No	94,307	13,000	1,000
Soccer																	
1722	James Thomas	Head Coach	1.00	102,003	-	-	2,000	-	5,500	1,000	No	No	No	Yes	102,003	6,500	2,000
1723	Elizabeth Ruiz	Assistant Coach	1.00	35,006	-	-	500	-	-	-	No	No	No	No	35,006	-	500
1748	Max Weber	Assistant Coach	1.00	48,714	-	-	500	-	2,250	-	No	No	No	No	-	50,964	500
Volleyball																	
1716	Shawn Garus	Head Coach Volleyball	1.00	130,000	-	-	3,500	5,000	-	-	No	Yes	No	Yes	48,400	86,600	3,500
1817	Allison Buck Voigt	Head Coach Beach Volleyball	1.00	43,638	-	-	1,000	2,000	-	-	No	No	No	No	-	45,638	1,000
3130	Candy Murphy	Assistant Coach Volleyball	1.00	72,592	-	-	500	1,200	-	-	No	No	No	No	72,592	1,200	500
3176	Hayley Peterson	Assistant Coach Volleyball	1.00	46,779	-	-	500	1,200	-	-	No	No	No	No	46,779	1,200	500
4040	Alex Venardos	Assistant Coach Beach Volleyball	1.00	32,011	-	-	500	2,000	-	-	No	No	No	No	-	34,011	500
Gymnastics																	
3164	Patti Murphy	Assistant Coach	1.00	42,016	-	-	500	1,200	1,000	750	No	No	No	No	42,016	2,950	500
3174	Tina Bird	Head Coach	1.00	89,378	-	-	2,000	2,000	-	1,500	No	Yes	No	Yes	89,378	3,500	2,000
4047	Ivan Alexov	Assistant Coach	1.00	75,005	-	-	500	1,200	1,000	750	No	No	No	No	-	77,955	500
Tennis																	
3163	Sherman Roghaar	Head Coach Womens Director	1.00	87,277	-	-	2,000	7,000	-	-	No	Yes	No	Yes	87,277	7,000	2,000
3179	Maria Lopez	Assistant Coach	1.00	48,506	-	-	500	1,200	-	-	No	No	No	No	-	49,706	500
Golf																	
3127	Nicole Bird	Head Coach	1.00	49,670	-	-	2,000	3,000	-	-	No	Yes	No	No	49,670	3,000	2,000
Softball																	
1737	Maggie Huffaker	Head Coach	1.00	82,181	-	-	1,000	3,000	-	-	No	No	No	Yes	82,181	3,000	1,000
1738	Andrew Rich	Assistant Coach	1.00	40,352	-	8,333	1,000	1,200	-	-	No	No	No	No	40,352	9,533	1,000
1747	Matison Snow	Assistant Coach	1.00	40,352	-	-	1,000	1,200	-	-	No	No	No	No	40,352	1,200	1,000
Swimming																	
1731	Vacant/ Mabile	Head Coach	1.00	86,424	-	-	2,000	-	-	-	No	No	No	No	86,424	-	2,000
1733	Vacant/Lieberman	Assistant Coach	1.00	44,013	-	-	500	-	-	-	No	No	No	No	44,013	-	500
1746	Vacant/ Blaisdell	Diving Coach	1.00	48,318	-	-	500	-	-	-	No	No	No	No	48,318	-	500
Grand Totals			143.65	13,116,633	-	46,825	163,750	295,700	121,500	77,000					2,279,812	11,287,844	163,750

* Employee works 1 FTE at the University. The FTE and Base Salary on this report reflect the amount of the employee's salary which is funded by Athletics.

*** Anita Guerricabeitia is 51% paid from advancement

** Mike Keller is 100% paid from University Advancement

**Intercollegiate Athletics Compensation Report
Boise State University
FY22 Est Base Salary Compensation**

ATTACHMENT 2

PCN	Depart/Name/Title	Athletic FTE	Compensation			Contract Bonus			Perks			Multi-Yr Contract	Funding			Salary Annualized Change
			Base Salary	Camps/ Clinics	Equip Co Other	Academic Perform.	Winning Perform.	Post Season Other	Club Memb	Car	Other		State Approp.	Program Revenue	All Other	
	Athletic Administration															
1349	Michael Walsh	1.00	85,010	-	1,000	-	-	-	No	No	No	No		85,010	1,000	New
1523	Kathryn Chase	1.00	54,142	-	-	-	-	-	No	No	No	No	54,142	-	-	4%
1700	Heather Berry	1.00	93,475	300	2,500	-	-	-	No	No	No	No		93,775	2,500	4%
1701	Jeremiah Dickey	1.00	418,210	-	2,500	27,500	15,000	17,500	Yes	Yes	No	Yes		478,210	2,500	2%
1702	Robert Carney	1.00	113,901	1,900	2,500	4,000	2,000	1,500	No	No	No	No		123,301	2,500	4%
1711	Marc Paul	1.00	93,870	-	2,500	-	-	9,000	No	No	No	No		102,870	2,500	4%
1715	Tyler Smith	1.00	71,032	600	1,000	-	-	2,000	No	No	No	No	71,032	2,600	1,000	4%
1717	Christina Van Tol	1.00	136,365	-	2,500	8,000	-	7,500	No	Yes	No	No	136,365	15,500	2,500	3%
1724	Messer, Kelsey	1.00	42,078	-	500	-	-	-	No	No	No	No		42,078	500	3%
1725	Brandon Voigt	1.00	51,854	600	500	-	-	1,000	No	No	No	No	51,854	1,600	500	4%
1726	Donald Rich/Paul Smith	1.00	100,006	400	700	-	-	1,000	No	No	No	No		101,006	1,100	25%
1727	Doug Link	1.00	51,251	-	500	-	-	-	No	No	No	No		51,251	500	3%
1736	Cameron Howard	1.00	49,026	300	500	-	-	-	No	No	No	No		49,326	500	18%
1739	Vacant David Giumento	1.00	67,246	-	1,000	-	-	-	No	No	No	No		67,246	1,000	12%
1740	Craig Lawson/Walsh	1.00	64,002	300	-	-	-	-	No	No	No	No	-	64,302	-	3%
1741	Christopher Nichol	1.00	49,691	-	500	1,500	-	-	No	No	No	No	46,264	4,927	500	4%
1742	Julie Rising	1.00	65,478	1,200	500	-	-	-	No	No	No	No		66,678	500	31%
1743	Jordan Britton	1.00	44,574	-	500	-	-	-	No	No	No	No	44,574	-	500	0%
1749	Mary Grace Testa	1.00	42,910	-	500	-	-	-	No	No	No	No		42,910	500	5%
1751	Jordan Feeney	1.00	55,640	1,200	500	-	-	-	No	No	No	No		56,840	500	-11%
1753	Raul Ibarra	1.00	48,339	900	500	-	-	-	No	No	No	No		49,239	500	3%
1755	Vacant	1.00	-	-	-	-	-	-	No	No	No	No	-	-	-	0%
1758	Lucas Johnson	1.00	33,509	-	500	-	-	-	No	No	No	No		33,509	500	-22%
1759	Brenda Robinson	1.00	90,085	1,000	2,500	-	-	-	No	No	No	No	90,085	1,000	2,500	4%
1760	Taylor Harding/Kim	1.00	42,910	250	500	-	-	1,000	No	No	No	No		43,910	750	5%
1761	Rayan Hawili	1.00	47,320	300	500	-	-	-	No	No	No	No		47,320	800	18%
1763	Vacant/Craig Lawson	1.00	51,251	-	-	-	-	-	No	No	No	No	-	51,251	-	3%
1764	Justin LaChapelle	1.00	51,979	-	500	-	-	-	No	No	No	No		51,979	500	3%
1766	Vacant	1.00	42,910	-	-	-	-	-	No	No	No	No		42,910	-	5%
1767	Kyle Moeller	1.00	44,346	-	500	-	-	-	No	No	No	No		44,346	500	8%
1768	Bell, Michael	1.00	54,038	-	500	-	-	-	No	No	No	No		54,038	500	24%
1769	James Gerfen/ Cabot	1.00	46,010	500	1,250	-	-	-	No	No	No	No		46,510	1,250	12%
1770	Daryn Colledge	1.00	49,026	-	250	-	-	-	No	No	No	No		49,026	250	-1%
1773	Vacant/Allison Rowe	1.00	44,346	2,980	500	-	-	-	No	No	No	No	-	44,346	3,480	8%
1774	Joseph Nickell	1.00	90,106	-	2,500	-	-	2,000	No	No	No	No		92,106	2,500	3%
1776	Vacant/Knerr	1.00	44,574	-	-	-	-	-	No	No	No	No	-	44,574	-	0%
1834	Daniel Saline	1.00	49,026	-	500	-	-	-	No	No	No	No		49,026	500	13%
1941	Jarred Nelson	1.00	38,106	-	500	-	-	2,000	No	No	No	No		40,106	500	14%
2403	Stephanie Donaldson	1.00	104,250	-	1,000	-	-	-	No	No	No	No		104,250	1,000	4%
3005	Vacant/Anita Guerricabaita	1.00	82,992	-	1,000	-	-	-	No	No	No	No		82,992	1,000	3%
3023	Cody Smith	1.00	79,310	2,900	2,500	-	-	-	No	No	No	No		82,210	2,500	15%
3064	Dominic Shelden	1.00	65,478	-	1,000	-	-	-	No	No	No	No		65,478	1,000	22%
3110	Vacant/Emily Keller	1.00	44,554	-	500	-	-	-	No	No	No	No	44,554	-	500	5%
3125	Matthew Thomas	1.00	71,386	-	1,000	-	-	-	No	No	No	No		71,386	1,000	3%
3132	Jennifer Bellomy	1.00	71,510	-	1,000	-	-	-	No	No	No	No		71,510	1,000	3%
3145	Gabe Rosenvall	1.00	93,642	-	2,500	5,500	-	-	No	No	No	No	93,642	5,500	2,500	4%
3150	Shelby Larson	1.00	42,910	-	500	-	-	-	No	No	No	No		42,910	500	-13%
3154	Joshua Bender	1.00	49,026	1,000	500	-	-	-	No	No	No	No		50,026	500	1%
3167	Sara Swanson Whiles	1.00	65,770	-	1,000	1,500	-	-	No	No	No	No		67,270	1,000	4%
3188	Vacant	1.00	52,000	-	500	-	-	-	No	No	No	No		52,000	500	19%
3410	Taryn Schutte	1.00	55,848	-	500	-	-	-	No	No	No	No		55,848	500	5%
3502	Andy Atkinson	1.00	79,331	-	1,000	-	-	-	No	No	No	No		79,331	1,000	3%
3529	Jodie Faulk	1.00	44,138	-	500	-	-	-	No	No	No	No		44,138	500	8%
3530	Tyler Whitmer	1.00	73,258	-	1,500	-	-	4,000	No	No	No	No		77,258	1,500	4%
3545	Vacant/ Hansen	1.00	49,587	-	500	-	-	-	No	No	No	No		49,587	500	6%
3549	Nathan Burk/Matt Brewer	1.00	100,006	-	2,790	-	-	-	No	No	No	No		100,006	2,790	7%
3563	Eric Kile	1.00	53,290	-	500	1,500	-	-	No	No	No	No	53,290	1,500	500	4%
3584	Molly Dickson/Vacant	1.00	77,002	-	500	-	-	-	No	No	No	No		77,002	500	71%
3805	Keita Shimada	1.00	73,258	-	1,000	-	-	1,000	No	No	No	No		74,258	1,000	20%
3806	Abigail Bass/ Denno	1.00	42,910	652	500	-	-	-	No	No	No	No		42,910	1,152	-5%
3950	Rene Barraza	1.00	44,346	300	500	-	-	-	No	No	No	No		44,646	500	5%
3970	Syringa Larson	1.00	50,669	-	500	-	-	-	No	No	No	No		50,669	500	5%
4023	Andrew Bondi	1.00	44,554	500	500	-	-	-	No	No	No	No		45,054	500	9%
4130	Kathy Haumann	1.00	57,470	-	500	-	-	-	No	No	No	No		57,470	500	3%
4149	Shawn McGowan	1.00	42,910	1,028	500	-	-	-	No	No	No	No		42,910	1,528	New
4165	Kacey Huntington, Carroll	1.00	46,010	-	500	-	-	-	No	No	No	No	46,010	-	500	5%
4174	Cody Gougler	1.00	110,011	-	2,500	-	-	-	No	Yes	No	No		110,011	2,500	New
4185	Jake Mankin	1.00	85,010	1,200	2,500	-	-	-	No	No	No	No		86,210	2,500	New
4198	Jacob Isaacson	1.00	42,910	-	250	-	-	-	No	No	No	No		42,910	250	New
4201	Sarah Hastings	1.00	42,910	-	500	-	-	-	No	No	No	No		42,910	500	New
4202	Samantha Wade	1.00	70,013	-	500	-	-	-	No	No	No	No		70,013	500	New
4221	Cody St. John	1.00	42,910	-	500	-	-	-	No	No	No	No		42,910	500	New
4242	Justin Rogers	1.00	70,013	-	500	-	-	-	No	No	No	No		70,013	500	New
4246	Nicole Criner	1.00	42,910	-	500	-	-	-	No	No	No	No		42,910	500	New
4247	Vacant	1.00	87,173	-	-	-	-	-	No	No	No	No		87,173	-	New
4259	Jeremy Malnes	1.00	42,910	-	250	-	-	-	No	No	No	No		42,910	250	New

**Intercollegiate Athletics Compensation Report
Boise State University
FY22 Est Base Salary Compensation**

ATTACHMENT 2

PCN	Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	Funding			Salary Annualized Change
			Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	Post Season Other	Club Memb	Car	Other		State Approp.	Program Revenue	All Other	
4260	Daniel Calhoun	Assistant Director, Ticket Sales & Service	1.00	42,910		250	-	-	-	No	No	No	No		42,910	250	New
4903	Matthew Mayer	Assistant AD Business Operations	1.00	65,478	7,000	200	-	-	-	No	No	No	No	65,478	200	7,500	20%
4925	Katherine Dore	Director, Athletic Personnel Services	1.00	62,005		200	-	-	-	No	No	No	No		62,205	500	23%
4931	* Mike Keller	Associate AD Major Giving	1.00	50,003		2,500	-	-	-	No	No	No	No		50,003	2,500	100%
4935	Laine Brown	Assistant Athletic Trainer	1.00	45,781	1,350	500	-	-	-	No	No	No	No		45,781	1,850	12%
5432	Kelli Nooney	Student Athlete Development Coord	1.00	47,008		500	-	-	-	No	No	No	No		47,008	500	15%
5546	Adam Yetter	Asst Athletic Trainer	1.00	44,346	1,480	500	-	-	1,000	No	No	No	No		45,346	1,980	9%

* Mike Keller is 50% paid from University Advancement

Men's Sports																		
Football																		
1704	Andy Avalos/Harsin	Head Coach	1.00	1,475,011		-	3,000	15,000	-	15,000	No	Yes	No	Yes		1,505,011	3,000	5%
1705	Kelly Poppinga/Collins	Assistant Coach	1.00	220,002	1,000	-	2,000	6,750	-	-	No	Yes	No	Yes		226,752	3,000	-2%
1706	Timothy Plough	Assistant Coach	1.00	270,005	1,000	-	2,000	8,100	-	-	No	Yes	No	Yes		278,105	3,000	0%
1707	Frank Maile	Assistant Coach	1.00	270,005	1,000	-	2,000	7,800	-	-	No	Yes	No	Yes		277,805	3,000	4%
1708	Spencer Danielson	Defensive Coordinator	1.00	290,014	1,000	-	2,000	10,900	-	-	No	Yes	No	Yes		300,914	3,000	4%
1728	Brandon Pietrzyk	Assistant Coach, FB Strength & Conditioning	1.00	85,010	500	-	500	-	-	-	No	No	No	No		85,010	1,000	42%
1730	Michael Joel Schneider	Director of Football Administration	1.00	75,005	3,500	-	2,000	5,000	-	-	No	No	No	No		80,005	5,500	27%
1752	Dale Holste	Assoc Dir, Athletic Equipment Operations	1.00	64,126	4,000	-	2,000	-	-	-	No	No	No	No		64,126	6,000	3%
1757	Dustin Kelley	Asst Director Athletic Equipment Operations	1.00	48,152	2,000	-	500	-	-	-	No	No	No	No		48,152	2,500	18%
1762	Jason Cvercko/Mandel, Eli	Director of Recruiting Football	1.00	55,016	1,000	-	1,000	1,543	-	-	No	No	No	No		56,559	2,000	10%
1772	Lucas White	Assistant Coach, Strength & Conditioning/Football	1.00	69,638	1,000	-	500	-	-	-	No	No	No	No		69,638	1,500	16%
3030	Delete PCN/Winters	Chief of Staff/Delete PCN	1.00	89,648	1,500	-	2,000	2,689	-	-	No	Yes	No	No		92,337	3,500	5%
3103	Keith Bhonapha/Venable	Assistant Coach	1.00	125,008	1,000	-	2,000	5,950	-	-	No	Yes	No	Yes		130,958	3,000	9%
3109	Demario Warren/Johnson	Assistant Coach	1.00	120,016	1,000	-	2,000	3,300	-	-	No	Yes	No	No		123,316	3,000	9%
3134	Matthew Miller	Assistant Coach	1.00	160,014	1,000	-	2,000	7,300	-	-	No	Yes	No	No		167,314	3,000	0%
3153	Kagy, Reid	Director, Sports Perf Coach FB	1.00	165,006	500	-	2,000	4,800	-	-	No	No	No	Yes		169,806	2,500	3%
3160	Kane Ioane	Assistant Coach	1.00	225,014	1,000	-	2,000	6,000	-	-	No	Yes	No	Yes		231,014	3,000	13%
3162	Timothy Keane	Assistant Coach	1.00	225,014	1,000	-	2,000	6,750	-	-	No	Yes	No	No		231,764	3,000	0%
3186	Nate Potter/Riddle	Assistant Coach	1.00	220,002	1,000	-	2,000	9,250	-	-	No	Yes	No	No		229,252	3,000	-2%
4147	Kiyoshi Harris	Coordinator of Recruiting Relations	1.00	60,008	1,000	-	500	1,543	-	-	No	No	No	No		61,551	1,500	New
4152	Brooke Pahukoa	Associate Director, Football Administration	1.00	60,008	2,000	-	500	1,389	-	-	No	No	No	No		61,397	2,500	New
4159	Jayln Baker	Asst Dir Sports Performance Coach FB	1.00	35,027	500	-	500	-	-	-	No	No	No	No		35,027	1,000	New
4267	Dirk Koetter	Senior Football Analyst	1.00	24,003		-	-	-	-	-	No	No	No	No		24,003	-	New
4269	Will Heffner	Offensive Coaching Assistant	1.00	24,003		-	-	-	-	-	No	No	No	No		24,003	-	New
4273	Ron Collins	Senior Football Analyst	1.00	24,003		-	-	-	-	-	No	No	No	No		24,003	-	New
4274	Michael Frisina	Special Teams Coaching Asst.	1.00	24,003		-	-	-	-	-	No	No	No	No		24,003	-	New
5549	Kharyee Marshall	Defensive Coaching Assistant	1.00	51,355	1,500	-	500	-	-	-	No	No	No	No		51,355	2,000	3%
5568	Richardson, Kasey	Dir. FB Video/Technology	1.00	48,859		-	500	-	-	-	No	No	No	No		48,859	500	12%
Basketball																		
1710	Leon Rice	Head Coach	1.00	748,197		-	10,000	-	43,000	15,000	No	Yes	No	Yes		806,197	10,000	3%
1712	Michael Burns	Assistant Coach	1.00	164,549		-	2,500	-	19,746	13,164	No	Yes	No	No		197,459	2,500	3%
1714	Timothy Duryea	Assistant Coach	1.00	150,010		-	2,500	-	18,001	12,001	No	Yes	No	No		180,012	2,500	25%
1745	David Moats	Director, Men's BB Operations	1.00	51,022	4,575	-	2,000	-	6,123	4,082	No	No	No	No		61,227	6,575	3%
3133	Roy Barsh II	Assistant Coach	1.00	145,392		-	2,500	-	17,063	11,376	No	Yes	No	Yes		173,831	2,500	9%
4254	Lexus Williams	Coaching Assistant	1.00	40,019		-	500	-	-	-	No	No	No	No		40,019	500	New
Golf																		
3566	Dan Potter	Head Coach	1.00	80,018		-	2,000	3,000	-	-	No	Yes	No	No		83,018	2,000	21%
1486	Joe Panzeri	Assistant Coach	1.00	24,003		-	500	-	-	-	No	No	No	No		24,003	500	New

Tennis																		
3151	Vacant/Kristian Widen	Head Coach	1.00	65,208		-	2,000	3,000	-	-	No	Yes	No	Yes		68,208	2,000	3%
3178	Vacant/Ali Borhani	Assistant Coach	1.00	40,602		-	500	-	-	-	No	No	No	No	40,602	-	500	3%
Men/Women's Track & Field																		
1400	Benjamin Wetli	Asst Coach Track & Field & CC	1.00	51,626		-	500	2,400	2,549	6,130	No	No	No	No		62,704	500	4%
1719	Rachel McFarlane/Cody Sohn	Asst Coach Track & Field & CC	1.00	43,118		-	750	2,400	3,587	8,899	No	No	No	No	43,118	14,886	750	4%
1721	Travis Hartke	Assoc Head CC & Asst Track and Field Coach	1.00	63,523		-	1,000	2,400	2,906	7,082	No	No	No	No	63,523	12,388	1,000	4%
2223	Corey Ihmels	Head Coach	1.00	145,018		-	4,000	12,000	43,200	9,850	No	Yes	No	Yes		210,068	4,000	6%
3177	Gavin O'Neal	Assistant Coach, Track & Field	1.00	53,726		-	500	1,200	1,612	4,298	No	No	No	No	53,726	7,110	500	4%
4041	Andrew Green	Assistant Coach, Track & Field	1.00	33,197		-	500	1,200	996	2,656	No	No	No	No		38,048	500	4%

Women's Sports																		
Basketball																		
1720	Heather Sower	Assistant Coach	1.00	97,802		-	1,000	-	-	5,868	No	No	No	No	97,802	5,868	1,000	4%
1744	Cori Smith	Dir, Women's BB Operations	1.00	48,547		-	500	-	-	2,913	No	No	No	No	48,547	2,913	500	4%
2226	Gordon Presnell	Head Coach	1.00	308,110		-	7,500	-	-	15,000	No	No	No	Yes	308,110	15,000	7,500	3%
3129	Michael Petrino	Assistant Coach	1.00	97,011		-	1,000	-	-	5,821	No	No	No	No	97,011	5,821	1,000	3%
3181	Cariann Ramirez	Assistant Coach	1.00	97,802		-	1,000	-	-	5,868	No	No	No	No	97,802	5,868	1,000	4%
Soccer																		
1722	James Thomas	Head Coach	1.00	109,990	32,000	-	2,000	3,000	-	-	No	No	No	Yes	109,990	3,000	34,000	8%
1723	Elizabeth Ruiz	Assistant Coach	1.00	37,939	16,625	-	500	1,500	-	-	No	No	No	No	37,939	1,500	17,125	8%
1748	Max Weber	Assistant Coach	1.00	52,790	23,000	-	500	1,500	-	-	No	No	No	No		54,290	23,500	8%
Volleyball																		
1716	Shawn Garus	Head Coach Volleyball	1.00	134,160		-	3,500	5,000	9,500	-	No	Yes	No	Yes	134,160	14,500	3,500	3%

**Intercollegiate Athletics Compensation Report
Boise State University
FY22 Est Base Salary Compensation**

ATTACHMENT 2

PCN	Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	Funding			Salary Annualized Change
			Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	Post Season Other	Club Memb	Car	Other		State Approp.	Program Revenue	All Other	
1817	Allison Buck Voigt Head Coach Beach Volleyball	1.00	55,016		-	1,000	2,000	-	-	No	No	No	No		57,016	1,000	26%
3130	Candy Murphy Assistant Coach Volleyball	1.00	75,275		-	500	1,200	4,517	-	No	No	No	No	75,275	5,717	500	4%
3176	Hayley Peterson Assistant Coach Volleyball	1.00	48,506		-	500	1,200	2,910	-	No	No	No	No	48,506	4,110	500	4%
4040	Alex Venardos Assistant Coach Beach Volleyball	1.00	36,504		-	500	1,200	2,190	-	No	No	No	No	-	39,894	500	14%
Gymnastics																	
3164	Patti Murphy Assistant Coach	1.00	43,368		-	500	1,200	-	-	No	No	No	No	43,368	1,200	500	3%
3174	Tina Bird Head Coach	1.00	91,790		-	2,000	2,000	-	-	No	Yes	No	No	91,790	2,000	2,000	3%
4047	Ivan Alexov Assistant Coach	1.00	77,397		-	500	1,200	-	-	No	No	No	No		78,597	500	3%
Tennis																	
3163	Sherman Roghaar Head Coach Womens Director	1.00	89,627	539	-	2,000	7,000	-	-	No	Yes	No	Yes	89,627	7,000	2,539	3%
3179	Maria Lopez Assistant Coach	1.00	64,080		-	500	1,200	-	-	No	No	No	No	-	65,280	500	32%
Golf																	
3127	Kailin Downs Head Coach	1.00	65,000		-	2,000	-	-	-	No	Yes	No	Yes	65,000	-	2,000	31%
Softball																	
1737	Justin Shults Head Coach	1.00	90,002	1,000	-	2,000	-	-	-	No	Yes	No	Yes	90,002	-	3,000	10%
1738	Francis Strub/ Rich Assistant Coach	1.00	40,019	4,772	-	500	-	-	-	No	No	No	No	40,019	-	5,272	-1%
1747	Allison Walljasper/ Snow Assistant Coach	1.00	60,008	3,904	-	500	-	-	-	No	No	No	No	60,008	-	4,404	49%
Grand Totals		147.00	13,692,307	130,855	15,100	168,490	210,364	194,899	195,506					2,533,216	11,689,952	299,345	

Base salary as represented at time of report 2/25/22

**Intercollegiate Athletics Compensation Report
Boise State University**

ATTACHMENT 2

FY22 Est Base Salary Compensation

		Compensation				Contract Bonus			Perks				Funding		
	Athletic FTE	Base Salary	Camps/ Clinics	Other	Equip Co	Academic Perform.	Winning Perform.	Post Season Other	Club Memb	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other
FY22 Est compared to 21 Act															
FY21Actual	138.89	12,070,686	0	46,825	164,750	295,700	121,500	77,000					2,001,581	10,610,129	164,750
FY22 Est compared to 21 Act	8.11	1,621,622	130,855	(31,725)	3,740	(85,336)	73,399	118,506					531,635	1,079,822	134,595
FY22 Est compared to 21 Act by Department															
Non Sport Specific	6.35	420,720	15,440	234	9,740	(10,000)	17,000	2,500					44,159	391,287	24,180
Mens Football	4.00	349,752	29,000	(22,375)	1,000	(5,936)	(37,000)	15,000					-	299,441	30,000
Mens Basketball	1.00	111,779	4,575	-	500	(37,500)	81,433	48,622					-	204,334	5,075
Mens Golf	0.00	13,770	-	-	-	-	(7,500)	(15,500)					-	(9,230)	-
Mens Tennis	0.00	3,286	-	-	-	(1,200)	-	-					1,269	818	-
Track & Field	0.00	16,765	-	-	250	6,000	52,599	37,415					5,720	107,059	250
Mens Baseball	-4.00	(226,679)	-	-	(2,500)	(3,000)	-	-					-	(229,679)	(2,500)
Womens Basketball	0.00	19,594	-	-	-	(30,500)	(40,500)	35,470					231,334	(247,270)	-
Womens Soccer	0.00	14,997	71,625	-	-	6,000	(7,750)	(1,000)					10,920	1,327	71,625
Womens Volleyball	0.00	24,440	-	-	-	(800)	19,117	-					90,170	(47,413)	-
Womens Gymnastics	0.00	6,157	-	-	-	-	(2,000)	(3,000)					3,765	(2,608)	-
Womens Tennis	0.00	17,925	539	-	-	-	-	-					2,350	15,574	539
Womens Golf	0.00	15,330	-	-	-	(3,000)	-	-					15,330	(3,000)	-
Womens Softball	0.00	27,144	9,676	(8,333)	-	(5,400)	-	-					27,144	(13,733)	9,676
Womens Swimming	-3.00	(178,755)	-	-	(3,000)	-	-	-					(178,755)	-	(3,000)

Intercollegiate Athletics Compensation Report

Idaho State University

FY 2021 Actual Compensation

		Compensation				Contract Bonuses			Perks				Funding		
Depart/Name/Title		Athletic	Base	Camps/	Equip Co	Academic	Winning		Club			Multi-Yr	State	Program	All
		FTE	Salary**	Clinics	Media	Perform.	Perform..	Other	Mbership	Car	Other	Contract	Approp.	Revenue	Other
Athletic Administration:															
	Pauline Thiros			Athletic Director		1.00	166,597			Yes	Yes	Yes	166,597		
	Robyn Sharp		0.63	Sr Assc AD Int Op&Sprt Prf/SWA		56,106							56,106		
	Brooke Pehrson		1.00	Academic Advisor		39,852						No	39,852		
	Steven Schaack		1.00	Asst AD for Media Relations		65,560							65,560		
	Haley Harrison	A	0.62	Asst Director Media Relations		25,071						No	25,071		
	Jonathan Match	B	0.43	Asst Director Media Relations		17,577						No	17,577		
	Dustin Enslinger		1.00	Head Athletic Trainer		60,165						No	60,165		
	Nicolas Anderson		1.00	Asst Sports Trainer		40,081						No	40,081		
	Santiago Segura Barron		0.92	Asst Sports Trainer		37,008						No	37,008		
	Brandon Payne		1.00	Athletic Sport Trainer		43,997						No	43,997		
	Elizabeth Reinstein		1.00	Athletic Sport Trainer		40,332						No	40,332		
	Daniel Ryan	A	0.65	Dir of Strength & Conditioning		40,788						No	30,820	9,969	
	Brandon Stephens	B	0.40	Dir of Strength & Conditioning		23,637						No	19,146	4,491	
	Brandon Stephens	A	0.60	Asst Dir of Strength and Conditioning		28,415						No		28,415	
	Jarius Fields		0.96	Director of Sports Marketing		43,810						No		43,810	
	Quintin Kohorst		1.00	Athletic Equipment Manager		45,499						No	45,499		
	Spencer Salvesen		0.50	Senior Maint. Craftsman/Game Ops		14,934						No		14,934	
	Ted Gambles		1.00	Admin Assistant		30,224						No	30,224		
	Becky Naber		1.00	Mgmt Assistant		39,146						No	39,146		
Bengal Foundation															
	Donna Hays		0.19	Exec Dir Bengal Foundation		10,547						No		10,547	
Men's Sports															
Football															
	Robert Phenicie		0.91	Hd Coach		146,288		0		Yes		Yes	146,288	0	0
	Michael Philipp		1.00	Asst Coach/Offensive Line		40,693						No	40,693		0
	Joe Hall		1.00	Asst Coach		40,693						No	40,693		0
	Roger Cooper		1.00	Defensive Coordinator		75,943				Yes		No	60,755	15,189	
	Tyson Munns		1.00	Dir of Football Operations/Video Coord.		51,594						No	51,594		0
	Agalelei Talamaivao		1.00	Asst Coach/Def Line		39,260						No	39,260		
	Aaron Prier	A	0.92	Asst Coach / Academic Liaison		26,982						No	26,982		0
	Hagen Graves	B	0.08	Asst Coach / Academic Liaison		2,308							2,308		
	Michael Ferriter		1.00	Asst Coach - Offensive Coord.		60,861						No	60,861	0	0
	Charles Yancy		1.00	Asst Coach		42,717						No	42,717	0	0
	Tevita Fiefia		1.00	Asst Coach/Special Teams Coord.		61,455						No	61,455	0	0
Basketball															
	Ryan Looney		0.96	Hd Coach		107,247	2,500	15,000		Yes		Yes	107,247	17,500	
	Rosbie Mutcherson	B	0.06	Asst Coach		2,596						No	2,596		0
	Christopher McMillian	A	0.95	Asst Coach		46,003						No	46,003		0
	Davis Furman		1.00	Asst Coach		35,000						No	35,000		0
	Jose White		1.00	Asst Coach		49,360						No	49,360		0
Tennis															
	Alexander Free		1.00	Hd Coach		39,704						No	39,704		

(A) = indicates previous coach / employee

(B) = indicates current coach / employee

Intercollegiate Athletics Compensation Report

Idaho State University

FY 2021 Actual Compensation

Depart/Name/Title	Athletic FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding		
		Base Salary**	Camps/Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform..	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other
Track & Field															
Hillary L. Merkley		0.46	30,405					325		Yes		No	30,405		325
Joseph Silvers		0.50	20,212									No	20,212		
Cross Country															
Nathan Houle		0.50	28,319									No	28,319		
Women's Sports															
Basketball															
Seton Sobolewski		0.96	110,744			6,000	14,817	0		Yes		Yes	110,744	20,815	
Ryan Johnson		1.00	51,789	1,500				2,000		Yes		No	51,789	2,000	1,500
James Brewster		1.00	37,923	1,500				2,000				No	37,923	2,000	1,500
Courtne Smith		1.00	26,717	1,500				2,000				No	26,717	2,000	1,500
Volleyball															
Samantha Stuart		0.91	63,719			1,000				Yes		Yes	63,719	1,000	
Robert Berrett		1.00	42,758									No	42,758		
Tennis															
Gretchen Maloney		0.92	51,022									No	51,022		
Track & Field															
Hillary L. Merkley		0.46	30,405			700				Yes		Yes	30,405	700	
Joseph Silvers		0.50	20,213									No	20,213		
Golf															
Dallen Atkins		0.37	24,003									No	24,003		
Greta Carlson		0.12	4,805									No		4,805	
Cross Country															
Nathan Houle		0.50	28,319									No	28,319		
Soccer															
Deborah Brereton		1.00	67,259	2,000						Yes			67,259		2,000
Samantha Etherington		1.00	38,788	2,000								No	38,788		2,000
Softball															
Cristal Brown		1.00	55,022							Yes			55,022		
Sabrina Boyd		1.00	44,667										44,667		
Totals		44.97	2,515,139	8,500	0	10,200	14,817	21,325					2,382,981	178,175	8,825

(A) = indicates previous coach / employee

(B) = indicates current coach / employee

** Base salary reported here is the amount due to employee *after* furlough has been deducted, this means that restoration of furlough days in subsequent year will show as a pay increase

Intercollegiate Athletics Compensation Report

Idaho State University

FY 2022 Estimated Compensation

Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	Funding			Base Salary
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	Annualized Change**
Athletic Administration:																
Pauline Thiros		Athletic Director	1.00	178,949					Yes	Yes		Yes	178,949			7%
Robyn Sharp		Sr Assc AD Int Op&Sprt Prt/SWA	1.00	89,500								No	89,500			0%
Nikole Cook		Academic Advisor	1.00	32,308								No	32,308			New
Steven Schaack		Asst AD for Media Relations	1.00	71,925								No	71,925			10%
Jonathan Match		Asst Director Media Relations	1.00	41,226								No	41,226			2%
Dustin Enslinger		Head Athletic Trainer	1.00	62,770								No	62,770			4%
Nicolas Anderson		Asst Sports Trainer	1.00	42,025								No	42,025			5%
Santiago Segura Barron		Asst Sports Trainer	1.00	41,495								No	41,495			3%
Brandon Payne		Athletic Sport Trainer	1.00	45,101								No	45,101			3%
Elizabeth Reinstein	A	Athletic Sport Trainer	0.46	19,120								No	19,120			4%
Morgan Pook	B	Athletic Sport Trainer	0.49	18,393								No	18,393			New
Brandon Stephens		Dir of Strength & Conditioning	1.00	60,080								No	48,805	11,275		2%
Caroline Lipka		Director of Sports Marketing	1.00	32,039								No		32,039		New
Quintin Kohorst		Athletic Equipment Manager	1.00	53,170								No	53,170			17%
Spencer Salvesen		Senior Maint. Craftsman/Game Ops	0.50	15,107								No		15,107		1%
Ted Gambles		Admin Assistant	1.00	30,992								No	30,992			3%
Becky Naber		Mgmt Assistant	1.00	40,331								No	40,331			3%
Brandon Rodewald		Asst. Dir. Strength & Conditioning	1.00	46,173								No	46,173			New
Ross Thorpe		Asst Sports Trainer	1.00	35,518								No	35,518			New
Men's Sports																
Football																
Robert Phenicie	A	Hd Coach	0.91	157,134								Yes	157,134			7%
Charles Ragle	B	Hd Coach	0.50	93,993					Yes			No	93,993			New
Charles Yancy	A	Asst Coach	0.61	27,154								No	27,154			4%
Davonte Neal	B	Asst FB Coach/Secondary/CB	0.43	13,662								No		13,662		New
Michael Philipp	A	Asst Coach/Offensive Line	0.61	25,868								No	25,868			4%
Ryan Payne	B	Asst Coach/Offensive Line	0.43	22,627								No	15,443	7,184		New
Joe Hall		Asst Coach	1.00	42,125								No	42,125			4%
Roger Cooper	A	Defensive Coordinator	0.62	48,616								No	38,892	9,723		3%
Timothy Schaffner	B	Asst Coach/Defensive Coordinator	0.47	42,815					Yes			No	35,447	7,369		New
Tyson Munns		Director of Football Oper./Video Coord.	1.00	53,409								No	53,409			4%
Byron Hout		Asst Coach - Defensive Line	1.00	45,263								No	43,763	1,500		New
Vincent Amey		Asst Coach/Defensive Ends	0.45	23,200								No	23,200			New
Edgar Weiser		Asst Coach/Tight Ends	0.45	27,662								No	27,662			New
Michael Ferriter	A	Asst Coach/Offensive Coord.	0.61	38,961								No	38,961			4%
Taylor Mazzone	B	Asst Coach/Offensive Coord.	0.45	42,831								No	42,831			New
Hagen Graves	A	Asst Coach/Academic Liaison	0.62	18,462								No	18,462			4%
Dominique Stewart	B	Asst Coach/Wide Receivers	0.43	20,492								No	20,492			New
Tevita Fiefia		Asst Coach / Special Teams Coord.	1.00	64,095								No	64,095			4%
Basketball																
Ryan Looney		Hd Coach	0.96	113,026					Yes			Yes	113,026			5%
Davis Furman		Asst Coach	1.00	37,613								No	37,613			7%
Rosbie Mutcherson		Asst Coach	1.00	45,173								No	45,173			0%
Jose White		Asst Coach	1.00	53,125								No	53,125		0	8%
Tennis																
Alexander Free		Hd Coach	1.00	40,700								No	40,700			3%

(A) = indicates previous coach / employee

(B) = indicates current coach / employee

**Intercollegiate Athletics Compensation Report
Idaho State University
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Depart/Name/Title	Athletic FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	Funding			Base Salary Annualized Change**
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Academic Perform.	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
Track & Field																
Hillary L. Merkley		Hd Coach	0.45	31,557						Yes		Yes	31,557			4%
Joseph Silvers		Asst Track & Field Coach	0.50	20,924								No	20,924			4%
Drew Jones		Asst Track & Field Coach	0.50	20,613								No	20,613			New
Cross Country																
Nathan Houle		Hd Coach	0.50	29,315								No	29,315			4%
Women's Sports																
Basketball																
Seton Sobolewski		Hd Coach	0.96	126,657						Yes		Yes	126,657			14%
Ryan Johnson		Asst Coach	1.00	61,559						Yes		No	61,559			19%
James Brewster		Asst Coach	0.33	15,632								No	15,632			23%
Courtne Smith		Asst Coach	1.00	36,668								No	36,668			37%
Volleyball																
Samantha Stuart		Hd Coach	0.91	66,294						Yes		Yes	66,294			4%
Robert Berrett		Asst Coach	1.00	44,374								No	44,374			4%
Tennis																
Gretchen Maloney		Hd Coach	0.92	48,847								No	48,847			-4%
Track & Field																
Hillary L. Merkley		Hd Coach	0.45	31,557						Yes		Yes	31,557			4%
Joseph Silvers		Asst Track & Field Coach	0.50	20,924								No	20,924			4%
Drew Jones		Asst Track & Field Coach	0.50	20,613								No	20,613			New
Golf																
Dallen Atkins		Hd Coach	0.37	24,003								No	24,003			0%
Greta Carlson		Asst Coach	0.12	4,805								No	4,805			0%
Cross Country																
Nathan Houle		Hd Coach	0.50	29,315								No	29,315			4%
Soccer																
Deborah Brereton	A	Hd Coach	0.61	41,450								Yes	41,450		0	1%
Dustin Downey	B	Hd Coach	0.45	29,223						Yes		No	29,223			New
Sarah Arsenaault	A	Asst Coach	0.52	21,268								No	21,268		0	New
Jack Curtin	B	Asst Coach	0.40	16,800								No	16,800			New
Softball																
Andrew Rich		Hd Coach	1.00	61,250						Yes		Yes	61,250			New
Rebekah Cervantes		Asst Coach	1.00	32,500								No	32,500			New
Jamie Wiggins		Asst Coach	1.00	45,000								No	45,000			New
Grand Total			49.47	2,935,376	0	0	0	0	0	0	0		2,837,517	97,859	0	

(A) = indicates previous coach / employee

(B) = indicates current coach / employee

** Base salary reported for FY21 is the amount paid to employee *after* furlough has been deducted, this means that restoration of furlough days in FY22 shows as a pay increase

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Depart/Name/Title	FTE	Compensation				Contract Bonus			Other				Funding		
		Athletic	Base	Camps/	Equip Co	Academic	Winning		Club			Multi-Yr	State	Program	All
		FTE	Salary	Clinics	Media & Other	Perform	Perform.	Other	Memb.	Car	Other	Contract	Approp.	Revenue	Other
Athletic Administration:															
Terry Gawlik Athletic Director	1.00		200,013		15,000		1,000			yes+		yes	201,013	15,000	
Thomas Zimmer Business Manager, Athletics	0.00		45,199 *										3,405	41,794	
Garrett Haldeman Business Manager, Athletics	1.00		12,116		4,971 ^^									17,087	
Margaret Henderson Asst Business Manager	1.00		1,789											1,789	
Sean McIlraith Administrative Coordinator	1.00		44,663											44,663	
Abigail Oliver Administrative Coordinator	1.00		1,395											1,395	
Anthony Castro Dir. Equip Rm	1.00		52,603											52,603	
Gary Monteer Asst Equip Rm	0.00		401											401	
Elijah Boswell Asst Equip Rm	1.00		28,285 *											28,285	
Matt Weinberg Director Video Svcs	1.00		41,094											41,094	
Michael Garner Director Creative Content	1.00		35,980		1,415 ^^									37,395	
Brittney Burt Multimedia Content Coord	1.00		34,690											34,690	
Joe St. Pierre Dir. Med. Rel	1.00		52,520											52,520	
Paige McFeeley Asst. Med Rel	1.00		40,308											40,308	
Wyatt Hall Asst. Med Rel	1.00		40,308											40,308	
Christopher Walsh Hd Trainer	1.00		78,220										78,220	-	0
Justin Pomar Asst Trainer	1.00		49,442										49,442	-	
Clayton Malinich Asst Trainer	1.00		45,011										45,011	-	0
Kassandra Johnson Asst Trainer	1.00		45,594											45,594	0
Stacy Asplund Student Insurance Coord	1.00		35,630										35,630	-	
Jake Scharnhorst Strength Coach	1.00		64,854											64,854	
Miles Gemberling Asst Strength	1.00		43,160											43,160	
Isaac Wendt Asst Strength	0.00		9,031 *											9,031	
Noah Croninger Asst Strength	1.00		22,590											22,590	
Tim Mooney Assoc AD/External Ops	1.00		120,869							yes				120,869	
Eric Anderson Devl. Coord.	1.00		35,023											35,023	
Martin Northcroft Dir Marketing/Promotions	1.00		34,281											34,281	
Michael Jackson Director of Ticket Ops	1.00		50,003											50,003	
Ryan Maley Asst Dir Ticket Ops	1.00		41,933		53 ^^									41,986	
Christin Fort Learning Spec (Acad Support)	0.00		390 *											390	
Sydney Martin Learning Spec (Acad Support) N	0.05		1,799		110 ^^									1,909	

Men's Sports

Intercollegiate Athletics Compensation Report

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FY2021 Actual Compensation

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72		Compensation				Contract Bonus			Other				Funding		
Depart/Name/Title	Athletic	Base	Camps/		Equip Co	Academic	Winning		Club		Other	Multi-Yr	State	Program	All
	FTE	Salary	Clinics	Media	& Other	Perform	Perform.	Other					Approp.	Revenue	Other
Football															
Paul Petrino	Hd Coach	1.00	195,603	255,000					yes+		yes		258,103	192,500	
Kris Cinkovich	Assistant	1.00	153,893						yes+				153,893	-	0
Michael Breske	Assistant	1.00	138,549										138,549	-	0
Charles Molnar	Assistant	1.00	78,603	5,272					yes+				78,603	5,272	0
Luther Elliss	Assistant	1.00	72,613										72,613	-	0
Vernon Smith	Assistant	1.00	66,872						yes+				66,872	-	0
Adam Breske	Assistant	1.00	65,562						yes+				65,562	-	0
Brian Reader	Assistant	1.00	58,573										58,573	-	0
Pryce Tracy	Assistant	1.00	47,623										47,623		
Jamie Schultz	Assistant	1.00	43,576						yes				43,576	-	0
Anthony Spencer	Assistant	1.00	37,565										37,565	-	0
James (JD) Johnson	Dir. of FB Ops	1.00	44,179						yes				44,179	-	0
Basketball															
Zachary Claus	Hd Coach	1.00	130,000	20,000		2,000			yes+				132,000	20,000	
Tim Murphy	Assistant	0.00	2,810	*					yes				2,810	-	
Bennie Seltzer	Assistant	0.00	12,817	*									12,817		
Doug Novsek	Assistant	1.00	57,639			1,220	^^						58,859		
Kenneth Tripp	Assistant	1.00	45,235			1,243	^^						46,478		
Jonathan Walker	Assistant	1.00	27,895			2,423	^^						30,318		
Timothy Marrion	Assistant	1.00	5,386										5,386		
Kirk Earlywine	Assistant (non-renewal)	0.00	1,773	*					yes+				1,773	-	
Vacant	Dir Player Development	1.00	0										-	-	
Men's Track & XC															
Tim Cawley	Dir. of T&F	0.50	34,538	4,000		1,000							35,538	4,000	
Travis Floeck	Assistant	0.50	24,669										24,669	-	
Cathleen Cawley	Assistant	0.50	8,095										8,095	-	
Brett Olsen	Assistant	0.50	14,515										14,515	-	
Golf															
David Nuhn	Hd Coach	1.00	43,451			750							44,201	-	
Tennis															
Daniel Hangstefer	Hd Coach	1.00	37,565										37,565	-	

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72		Compensation				Contract Bonus			Other				Funding		
Depart/Name/Title	Athletic	Base	Camps/		Equip Co	Academic	Winning		Club			Multi-Yr	State	Program	All
	FTE	Salary	Clinics	Media	& Other	Perform	Perform.		Other	Memb.	Car	Other	Contract	Approp.	Revenue
Women's Sports															
Basketball															
Jon Newlee	Hd Coach	1.00	117,083	18,000		1,500	0	&	yes			yes	127,583	9,000	
Christa Sanford	Associate	1.00	65,562										65,562	-	
Drew Muscatell	Assistant	1.00	35,568	5,000									35,568	5,000	0
Taylor Pierce	Assistant	1.00	3,176										3,176		
Jordan Kelley	Assistant	0.00	27,467	*									27,467	-	
Women's Track & XC															
Tim Cawley	Dir. of T&F	0.50	34,538	4,000		1,750							36,288	4,000	
Travis Floeck	Assistant	0.50	24,669										24,669	-	
Cathleen Cawley	Assistant	0.50	8,095										8,095	-	
Brett Olsen	Assistant	0.50	14,515										14,515	-	
Volleyball															
Debbie Buchanan	Hd Coach	1.00	94,120	7,500		1,500			yes+			yes	95,620	7,500	
David Gannon	Assistant	1.00	39,603										39,603	-	
Meika Wagner	Assistant	1.00	39,603										39,603	-	
Women's Soccer															
Jeremy Clevenger	Hd Coach	1.00	52,262			1,500						yes	53,762	-	
Sean Mapson	Assistant	1.00	33,571										33,571	-	
Women's Golf															
Lisa Ferrero	Hd Coach	1.00	47,008	5,000	4,700	^							51,708	5,000	
Tennis															
Babar Akbar	Hd Coach	1.00	41,288										41,288	-	
Women's Swimming															
Mark Sowa	Hd Coach	1.00	58,594	18,000		1,500						yes	60,094	18,000	
James Southerland	Assistant	1.00	31,117										27,305	3,812	
Grand Totals		63.05	3,526,629	0	356,772	16,136	12,500	0	0				2,718,932	1,193,105	0

* Displaying only 1.0 FTE per position where there were vacancies and consecutive incumbents in a position during the year

^ other portion of full FTE paid by Advancement

^^ employee moving reimbursement (now runs through payroll)

& share of game guarantee/gate per contract

yes+ receive a car stipend between \$200-\$400/month rather than a car; this amount not included in base salary

yes* had a car for part of year only

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Depart/PCN/Name/Title	Athletic FTE	Compensation				Contract Bonus			Other				Funding			Base Salary	
		Base	Camps/	Equip Co		Academic	Winning	Club Memb.	Car	Other	Multi-Yr Contract	State	Program	All	Annualized	Comments	
		Salary	Clinics	Media	& Other	Perform	Perform.					Other	Approp.	Revenue	Other		Change
Athletic Administration																	
8475	Gawlik, Terry	Athletic Director	1.00	204,027	15,000		20,000	20,000	yes+		yes	224,027	35,000		2.0%		
8480	Haldeman, Garrett	Assoc AD, Business	1.00	90,002									90,002		1.7%	New	
8651	Vacant	Asst Business Mgr	0.00	0									-		-100.0%	vacant	
8482	McIlraith, Sean	Administrative Coordinator	1.00	43,992									43,992		2.0%		
8691	Vacant	Administrative Coordinator	0.00	0									-		-100.0%	vacant	
8490	Castro, Anthony	Asst AD, Equipment	1.00	53,664									53,664		2.0%		
8491	Boswell, Elijah	Asst Equip Mgr	1.00	36,234									36,234		8.5%		
8492	Weinberg, Matt	Director of Video & Technology	1.00	40,976									40,976		2.0%		
8636	Garner, Michael	Asst Video Svcs Coord	1.00	34,778									34,778		2.0%		
8484	Burt, Brittney	Multimedia Content Coord	1.00	35,214									35,214		2.0%		
8495	St. Pierre, Joe	Dir Athletic Communications	1.00	53,581									53,581		2.0%		
8494	McFeeley, Paige	Asst Dir Communications	1.00	41,288									41,288		2.3%		
8493	Hall, Wyatt	Asst Dir Communications	1.00	41,288									41,288		2.3%		
8504	Walsh, Christopher	Hd Trainer	1.00	75,005								75,005	-	0	9.4%		
8500	Pomar, Justin	Asst Trainer	1.00	50,440								50,440	-		2.0%		
8650	Malinich, Clayton	Asst Trainer	1.00	45,926								45,926	-	0	2.0%		
8660	Johnson, Kassandra	Asst Trainer	1.00	46,509									46,509	0	2.0%		
8483	Asplund, Stacy	Student Insurance Coord	1.00	36,358								36,358	-		2.0%		
8689	Scharnhorst, Jacob	Head Strength Coach	1.00	66,165									66,165		2.0%		
8687	Croninger, Noah	Asst Strength	1.00	30,118									30,118		2.0%		
8688	Gemberling, Miles	Assoc Strength	1.00	44,034									44,034		2.0%		
8630	Mooney, Timothy	Assoc AD/External Ops	1.00	123,302					yes				123,302		2.0%		
6534	Martin, Matthew	Assoc AD/Revenue Gen	1.00	95,014								95,014			N/A		
8644	Anderson, Eric	Admin Coor, Fundraising	1.00	36,733									36,733		2.0%		
8690	Vacant	Asst Dir, Mrktg & Fan Engagmt	1.00	0									-		#DIV/0!	vacant	
8692	Vacant	Asst AD, Mrktg & Fan Engagmt	1.00	70,013									70,013		25.9%	new position	
6379	Jackson, Michael	Director of Ticket Ops	1.00	51,022									51,022		2.0%		
6376	Maley, Ryan	Asst Dir Ticket Ops	1.00	42,786									42,786		-4.9%	new	
6179	Martin, Sydney	Learning Spec	0.05	2,168									2,168		-25.1%	Resign	
Men's Sports																	
Men's Football																	
8550	Petrino, Paul	Hd Coach	1.00	199,534	255,000		20,000		yes+		yes	219,534	255,000		2.0%		
8557	Gilbert, Nicholas	Assistant	1.00	90,002					yes+			90,002	-	0	-43.5%	New hire	
8559	Breske, Michael	Assistant	1.00	141,336								141,336	-	0	2.0%	Non-renew	
8558	Pryce, Tracy	Assistant	1.00	51,022								51,022			0.9%	Non-renew	
8556	Molnar, Charles	Assistant	1.00	80,184	5,272				yes+			80,184	5,272	0	2.0%	Non-renew	

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Depart/PCN/Name/Title	Athletic FTE	Compensation				Contract Bonus			Other				Funding			Base Salary	
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Academic Perform	Winning Perform.	Other	Club Memb.	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change	Comments
8552 Elliss, Luther Assistant	1.00	74,069											74,069	-	0	2.0%	Non-renew
8553 Smith, Vernon Assistant	1.00	68,224							yes+				68,224	-	0	2.0%	Non-renew
8554 Breske, Adam Assistant	1.00	66,893							yes+				66,893	-	0	2.0%	Non-renew
8551 Reader, Brian Assistant	1.00	90,002											90,002	-	0	53.7%	Increase for O C
8555 Clark, Rene Assistant	1.00	42,016											42,016	-	0	-3.6%	Non-renew
8693 Spencer, Anthony Assistant	1.00	41,288											41,288	-	0	9.9%	Non-renew - rais
8592 James (JD) Johnson Asst AD, Football Ops	1.00	45,074							yes				45,074	-	0	2.0%	
Men's Basketball																	
8571 Claus, Zachary Head Coach	1.00	132,600		20,000		2,000	12,000		yes				146,600	20,000		2.0%	
8560 Hill, Jonathan Assistant	1.00	50,003											50,003			-31.5%	
8570 Tripp, Kenneth Assistant	1.00	50,003											50,003			8.5%	
8572 Marrion, Tim Assistant	1.00	70,013											70,013	-		-2.8%	New
8672 Vacant Associate	1.00	0											0			n/a	vacant
8573 Vacant Dir Player Development	1.00	0											-	-		n/a	vacant
Men's Track & XC																	
8580 Cawley, Tim Dir. of T&F	0.50	35,235		4,000		1,000	3,000						39,235	4,000		2.0%	
8530 Floeck, Travis Assistant	0.50	25,168											25,168	-		2.0%	
8581 Vacant Assistant	0.50	20,644											20,644			7.2%	
8635 Olsen, Brett Assistant	0.50	33,176											33,176	-		150.6%	raised to minim
Men's Golf																	
8591 Nuhn, David Hd Coach	1.00	44,325				1,000	3,000						48,325	-		2.0%	
Men's Tennis																	
8515 Hangstefer, Daniel Hd Coach	1.00	41,288											41,288	-		9.9%	raised to minim
Women's Sports																	
Women's Basketball																	
8520 Newlee, Jon Hd Coach	1.00	126,630		18,000		1,500	9,000	35,000	&	yes		yes	172,130	18,000		8.2%	
8521 Sanford, Christa Associate	1.00	66,893											66,893	-		2.0%	
8523 Muscatell, Drew Assistant	1.00	41,288		5,000									41,288	5,000	0	16.1%	raised to minim
8522 Pierce, Taylor Assistant	1.00	41,288											41,288	-		17.9%	raised to minim
Women's Track & XC																	
8580 Cawley, Tim Dir. of T&F	0.50	35,235		4,000		1,000	3,000						39,235	4,000		2.0%	
8530 Floeck, Travis Assistant	0.50	25,168											25,168	-		2.0%	
8581 Vacant Assistant	0.50	20,644											20,644			7.2%	raised to minim
8635 Olsen, Brett Assistant	0.50	33,176											33,176	-		150.6%	raised to minim
Women's Volleyball																	
8540 Buchanan, Debra Hd Coach	1.00	96,013		7,500		1,500	2,000		yes+			yes	99,513	7,500		2.0%	Retired

Intercollegiate Athletics Compensation Report
University of Idaho
FY2022 Estimated Compensation

Depart/PCN/Name/Title	Athletic FTE	Compensation				Contract Bonus			Other				Funding			Base Salary	
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Academic Perform	Winning Perform.	Other	Club Memb.	Car	Other	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change	Comments
8541 Hoyer, Lorelle Assistant	1.00	41,288											41,288			4.3%	Non-renewal
8497 Wagner, Meika Assistant	1.00	40,414											40,414			2.0%	Non-renewal
Women's Soccer																	
8517 Clevenger, Jeremy Hd Coach	1.00	53,622				1,000	2,000					yes	56,622	-		2.0%	
8518 Mapson, Sean Assistant	1.00	41,288											41,288	-		23.0%	raised to minimum
Women's Golf																	
8590 Ferrero, Lisa Hd Coach	1.00	47,965				1,000	2,000						50,965	-		2.0%	
Women's Tennis																	
8673 Babar Akbar Hd Coach	1.00	42,120											42,120	-		2.0%	
Women's Swimming																	
8671 Mark Sowa Hd Coach	1.00	66,279		11,500		1,000	2,000					yes	69,279	11,500		13.1%	new contract
8531 Southerland, James Assistant	1.00	31,740						3,812					31,740	3,812		2.0%	
Grand Totals	63.05	3,833,787	0	345,272	0	51,000	58,000	38,812					2,973,921	1,352,950	0		

* other portion of full FTE paid by Academic support

^ other portion of full FTE paid by Advancement

^^ employee moving reimbursement (now runs through payroll)

& share of game guarantee/gate per contract

yes+ receive a car stipend between \$200-\$400/month rather than a car; this amount not included in base salary

yes* had a car for part of year only

**Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2021 Actual Compensation**

Depart/Name/Title	FTE	Compensation				Contract Bonus			Other			All Compensation		
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Multi-Yr Car	Contract	State Approp.	Program Revenue	All Other
Athletic Administration														
Brooke Henze	Director, Athletics	1.00	84,379					2,500	No	No	No	86,879		
Alex Slocum	Director, Facilities & Operations	1.00	40,006						No	No	No	40,006		
George Laughlin	Director, Facilities & Operations	1.00	3,990						No	No	No	3,990		
Tracy Collins	Trainer	1.00	52,426		420				No	No	No	52,426		420
Taryn Cadez-Schmidt	Asst. Athletic Trainer	1.00	41,346		420				No	No	No	31,010		10,757
Logan Prins (New)	Asst. Athletic Trainer	0.49	20,000						No	No	No			20,000
Allison Beck (Old)	Athletic Operations Manager	1.00	23,402						No	No	No	23,402		
Melissa Weitz (New)	Director of Marketing & Promotions	1.00	21,660						No	No	No	21,660		
Kristina Keener	Business Manager	1.00	44,889						No	No	No	30,076		14,813
Alisha Alexander	Assistant Director, Communications & Marketing and Director, Sports Information	1.00	43,180						No	No	No	3,886		39,294
Men's Sports														
Basketball														
Austin Johnson	Head Coach	1.00	58,385				1,500	1,000	No	Yes	No	60,885		
Leif Karlberg	Asst. Coach	1.00	40,061		250				No	No	No	22,434		17,877
Calab Johnson	Asst. Coach	1.00	4,757		250				No	No	No	4,757		250
Baseball														
Jake Taylor	Head Coach	1.00	71,600						No	Yes	No	71,600		
William Silvestri	Asst. Coach	1.00	40,951						No	No	No	40,951		
Allen Balmer	Asst. Coach	1.00	51,963						No	No	No	51,963		
Raymond Pedrina	Asst. Coach	0.12	5,000						No	No	No			5,000
Cross-Country														
Mike Collins	Head Coach	0.25	14,715				1,000	500	No	No	No	16,215		
Cyrus Hall	Asst. Coach	0.25	10,370						No	No	No	10,370		
Track														
Mike Collins	Head Coach	0.25	14,714				250		No	No	No	14,964		
Cyrus Hall	Asst. Coach	0.25	10,371						No	No	No	10,371		
Jacob Whittaker	Asst. Coach	0.04	1,800						No	No	No		1,800	
Matthew Kelley	Pole Vault Asst.	0.04	1,800						No	No	No		1,800	
Tennis														
Kai Fong	Head Coach	0.50	30,032					250	No	No	No	30,282		
Golf														
Kyla (Clancy) Lien (Old)	Head Coach	1.00	11,742					250	No	No	No	11,992		
Kyla (Clancy) Lien (New)	Interim Head Coach (IH)	0.12	5,000						No	No	No	5,000		
Marissa Louder	Asst. Coach	0.11	4,500						No	No	No		4,500	

Intercollegiate Athletics Compensation Report
 Lewis-Clark State College
 FY2021 Actual Compensation
 Page 2

Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			All Compensation			
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other	
Women's Sports															
Basketball															
Brian Orr		Head Coach	1.00	61,238			1,000	500	No	Yes	No	62,738			
Caelyn Orlandi		Asst. Coach	1.00	40,000					No	No	No	40,000			
Cross-Country															
Mike Collins		Head Coach	0.25	14,715			500	500	No	No	No	15,715			
Cyrus Hall		Asst. Coach	0.25	10,370					No	No	No	10,370			
Track															
Mike Collins		Head Coach	0.25	14,715			750	500	No	No	No	15,965			
Cyrus Hall		Asst. Coach	0.25	10,370					No	No	No	10,370			
Jacob Whittaker		Asst. Coach	0.04	1,800					No	No	No		1,800		
Matthew Kelley		Pole Vault Asst.	0.04	1,800					No	No	No		1,800		
Volleyball															
Shaun Pohlman		Head Coach	1.00	51,300				500	No	Yes	No	51,800			
George Laughlin		Asst. Coach	1.00	35,538					No	No	No	35,538			
Tennis															
Kai Fong		Head Coach	0.50	30,032				250	No	No	No	30,282			
Golf															
Kyla (Clancy) Lien (Old)		Head Coach	1.00	11,742				250	No	No	No	11,992			
Kyla (Clancy) Lien (New)		Interim Head Coach (IH)	0.12	5,000					No	No	No	5,000			
Marissa Louder		Asst. Coach	0.11	4,500					No	No	No		4,500		
GRAND TOTAL			25.23	1,046,158	0	0	1,340	0	5,000	7,000			934,888	16,200	108,411

**Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2022 Estimated Compensation**

Depart/Name/Title	FTE	Compensation				Contract Bonus			Other			All Compensation			Base Salary
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change
Athletic Administration															
Brooke Henze		Director, Athletics	1.00	87,417				1,950	No	No	No	89,153		215	3.60%
George Laughlin		Director, Facilities & Operations	1.00	41,500	500			300	No	No	No	41,767		873	0.00%
Tracy Collins		Trainer	1.00	54,838					No	No	No	54,838			4.60%
Taryn Cadez-Schmidt		Asst. Athletic Trainer	1.00	43,248					No	No	No	43,248		300	4.60%
Matt Breach (New)		Assistant Director	1.00	29,132					No	No	No	29,132			New
Kristina Keener		Business Manager	1.00	46,954				300	No	No	No	47,221		33	4.60%
Melissa Weitz (Old)		Director of Marketing & Promotions	1.00	2,962					No	No	No	2,962			0.00%
Alisha Alexander		Assistant Director, Communications & Marketing and Director, Sports Information	1.00	44,951					No	No	No	4,046		40,905	4.10%
Kelsie Seitz (New)		Administrative Assistant 1	1.00	9,240			80		No	No	No	9,240		80	4.10%
Men's Sports															
Basketball															
Austin Johnson		Head Coach	1.00	63,955	3,500			1,500 1,000	No	Yes	No	66,455		3,500	9.54%
Calab Johnson (New)		Asst. Coach	1.00	41,226					No	No	No	23,087		18,139	New
Andrew Stein (New)		Asst. Coach	0.26	11,000	918				No	No	No			11,918	New
Baseball															
Jake Taylor		Head Coach	1.00	74,894	100			2,500	No	Yes	No	77,394		100	4.60%
William Silvestri		Asst. Coach	1.00	42,630	1,000				No	No	No	42,630		1,000	4.10%
Allen Balmer		Asst. Coach	1.00	54,094	5,830				No	No	No	54,094		5,830	4.10%
Raymond Pedrina		Asst. Coach	0.12	4,995					No	No	No			4,995	0.00%
Cross-Country															
Mike Collins		Head Coach	0.25	15,318				1,000 500	No	No	No	16,818			4.10%
Cyrus Hall		Asst. Coach	0.25	10,847					No	No	No	10,847			4.60%
Track															
Mike Collins		Head Coach	0.25	15,319				1,000 250	No	No	No	16,569			4.10%
Cyrus Hall		Asst. Coach	0.25	10,846					No	No	No	10,846			4.60%
Tennis															
Kai Fong		Head Coach	0.50	31,413				250	No	No	No	31,663			4.60%
Golf															
Braeden Campbell (New)		Head Coach	0.50	20,613				500 250	No	No	No	21,363			New
Marissa Louder		Asst. Coach	0.06	2,500					No	No	No		2,500		-44.00%

Intercollegiate Athletics Compensation Report
Lewis-Clark State College
FY2022 Estimated Compensation
Page 2

Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			All Compensation			Base Salary
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other	Annualized Change
Women's Sports															
Basketball															
Brian Orr		Head Coach	1.00	64,055	16,390		1,500	500	No	Yes	No	66,055		16,390	4.60%
Caelyn Orlandi		Asst. Coach	1.00	41,840					No	No	No	41,840			4.60%
Cross-Country															
Mike Collins		Head Coach	0.25	15,318			500	500	No	No	No	16,318			4.10%
Cyrus Hall		Asst. Coach	0.25	10,846					No	No	No	10,846			4.60%
Track															
Mike Collins		Head Coach	0.25	15,318			500	250	No	No	No	16,068			4.10%
Cyrus Hall		Asst. Coach	0.25	10,846					No	No	No	10,846			4.60%
Jacob Whittaker		Asst. Coach	0.07	3,150					No	No	No		3,150		75.00%
Matthew Kelley		Pole Vault Asst.	0.07	3,150					No	No	No		3,150		75.00%
Sam Atkin		Asst. Coach	0.00	1,400					No	No	No		1,400		0.00%
Volleyball															
Shaun Pohlman		Head Coach	1.00	53,404				500	No	Yes	No	53,904			4.10%
Drew Choules (New)		Asst. Coach	1.00	41,226					No	No	No	41,226			New
Tennis															
Kai Fong		Head Coach	0.50	31,413				250	No	No	No	31,663			4.60%
Golf															
Braeden Campbell (New)		Head Coach	0.50	20,613			500	250	No	No	No	21,363			New
Marissa Louder		Asst. Coach	0.06	2,500					No	No	No		2,500		-44.00%
GRAND TOTAL			22.64	1,074,970	28,238	0	1,220	0	9,500	7,050		1,003,500	12,700	104,278	

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

SUBJECT

Athletics Gender Equity Reports

REFERENCE

June 2016 Board adopted the reports required by the institutions' federal regulatory body regarding compliance with Title IX in athletics programs, along with summaries of such reports, as the method to report to the Board on gender equity.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Title IX of the Education Amendments of 1972 is the federal legislation that bans gender discrimination in schools, whether in academics or athletics. Title IX states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance" (20 U.S.C. §1681(a)). Relative to intercollegiate athletics, the Office for Civil Rights considers three broad areas in determining whether or not an institution is meeting its Title IX obligations. The three areas address equity in athletic participation opportunities, athletically-related financial aid and other program benefits, supports and services.

In 1996 the US Department of Education's Office for Civil Rights (OCR) issued a "Clarification of Intercollegiate Athletics Policy Guidance" This guidance addressed the three broad areas of Title IX compliance and made clear that relative to area 1 regarding participation opportunities, any of the 3 prongs may be used to demonstrate compliance.¹

First, the selection of sports and the level of competition must accommodate the students' interests and abilities, using one of the three prongs listed below. Institutions may demonstrate they are meeting Title IX obligations using any of the three prongs.

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

¹ See: <https://www2.ed.gov/about/offices/list/ocr/docs/title9-qa-20100420.html>

BUSINESS AFFAIRS AND HUMAN RESOURCES

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and abilities of the members of that gender have been **fully and effectively accommodated** by the present program.

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

Third, benefits, opportunities, and treatments afforded sports participants are to be equivalent, but not necessarily identical, including equipment and supplies, scheduling of games and practices, travel expenses, availability and compensation of coaches, quality of facilities, medical services, housing, dining, and recruitment.

Overall, compliance is determined based on a program-wide consideration, and, not on a sport-by-sport comparison.

Idaho State Board of Education (Board) Policy V.X.4.c. requires the four-year institutions to provide gender equity reports for review by the Board. The reports include a narrative discussion of gender equity-related issues along with a summary table, which distills data from the detailed gender equity report provided annually by each institution to the U.S. Department of Education.

IMPACT

The attached summary worksheets show the institutions' enrollment, financial aid, and participants by gender. The worksheets also show the actual revenues and expenses for the most current completed fiscal year by sport, as well as overall operating (Game Day) expenses, number of participants, and operating expenses per participant. Finally, the worksheets provide information on average salaries of coaches and the count of coaches per sport by gender.

ATTACHMENTS

Attachment 1: BSU Gender Equity Narrative
Attachment 2: BSU Gender Equity Worksheet
Attachment 3: ISU Gender Equity Narrative
Attachment 4: ISU Gender Equity Worksheet
Attachment 5: UI Gender Equity Narrative
Attachment 6: UI Gender Equity Worksheet
Attachment 7: LCSC Gender Equity Narrative
Attachment 8: LCSC Gender Equity Worksheet

STAFF COMMENTS AND RECOMMENDATIONS

Significant information on gender equity aspects of athletic operations at the individual institutions is included in the attached narrative documents. The actual detailed "Equity in Athletics Data Analysis (EADA)" reports are also available for review and analysis by the public on the U.S. Department of Education website at <https://ope.ed.gov/athletics/>. This site also provides tools to download EADA

BUSINESS AFFAIRS AND HUMAN RESOURCES
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reports for any NCAA or NAIA institution and to compare groups of institutions and review trends.

In their narratives, the institutions reported the status of compliance across the areas of Title IX.

Representatives from the four affected institutions will be available in the event that Board members have questions on specific areas related to Gender Equity reports or on the institutions' efforts related to achieving/maintaining equity.

BOARD ACTION

I move to accept the Athletics Gender Equity Reports as presented by Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BOISE STATE UNIVERSITY GENDER EQUITY NARRATIVE

Boise State University is committed to supporting its student athletes both academically and athletically and to complying with Title IX of the Education Amendments of 1972 (Title IX). Boise State monitors compliance with Title IX internally with oversight from the Intercollegiate Athletic Advisory Committee (IAAC) and through periodic, external reviews from qualified consultants. These reviews typically result in recommendations that are intended to help achieve compliance where gender differences may currently exist and help maintain compliance in areas where gender differences may be developing.

In 2019-2020, the disruption caused by COVID resulted in the unprecedented discontinuation of competitive seasons, budget shortfalls and a change in program offerings at Boise State. In 2020-2021, these challenges persisted with the delay or cancelation of some or all competition seasons and other disruptions to critical operations related to the benefits provided to student athletes. Additionally, the unprecedented addition of NCAA allowable “super seniors” affected overall participants and scholarship recipients across programs.

Boise State University worked with a consultant to review the intercollegiate athletics program by collecting data during October 2021 for the anticipated 2021-2022 school year. While some of the data and opinions collected were speculative, this process included the evaluation of questionnaires that were completed by head coaches, assistant coaches, select student-athletes and executive level staff members, as well as other information needed to assess gender equity in athletics.

The athletic participation and scholarship data provided herein is for the 2020-2021 school year. All other data analyzed is a summary of anticipated benefits provided to student-athletes during the current academic year.

Accommodation of Interests and Abilities (Participation)

**Note that institutions must meet one of the three prongs to achieve compliance with the accommodation of interests and abilities test.*

Prong 1: Proportionality

Factors: Participation Opportunities

Summary: In 2020-2021, participation numbers were atypical because the men’s and women’s indoor track and field competition season was canceled and the indoor volleyball team’s season was delayed, causing it to run concurrently with the 2021 beach volleyball season. Because of these disruptions, duplicated participation numbers for these sports were not included in totals for the year. As a result, women constituted 56.1% of institutional enrollment and 50.9% of the athletic participants, meaning Boise State will not meet the proportionality test in FY21. But for the disruptions to indoor track and volleyball competitions, Boise State could have achieved compliance by providing additional participation opportunities to female student athletes.

BOISE STATE UNIVERSITY GENDER EQUITY NARRATIVE

Prong 2: History and Continuing Practice of Program Expansion

Factors: Additional Opportunities

Summary: Boise State does not meet test two (program expansion for the underrepresented sex), as a net of four women's teams have been added since the 1970s.

Prong 3: Underrepresented gender are fully and effectively accommodated by present program

Factors: Sufficient Interest

Summary: Boise State does not meet test three (full accommodation of the underrepresented sex), as sufficient interest, ability and competition appear likely for women's lacrosse, swimming, and water polo, which Boise State does not currently offer.

Action: Based on a mid-year evaluation of FY22, women currently make up 56.8% of institutional enrollment and 52.4% of athletic participants. The same is true for test one, two and three as was in FY21, with the opportunity to make up for additional athletic opportunities with remaining sports seasons in FY22.

The university is in the process of making changes to meet test one (proportionality), as it has done for nine out of the last eleven academic years. The net addition of a minimum of 25 opportunities for women will allow the program to match undergraduate enrollment rates with athletic participation. Athletics will continue to monitor existing participation, and through roster management ensure equitable participation opportunities for female student-athletes. Additionally, the program will continue to evaluate the addition of another women's sport.

Athletic Financial Assistance

Summary: The 2020-2021 school year proved to be an anomaly for scholarship awards with an unprecedented number of students-athlete taking degree completion (financial aid that does not count for the purpose of Title IX compliance) or medical scholarships. An analysis of athletic financial aid in FY21 shows that women were awarded scholarships at a rate 4.5% less than their rate of participation, exceeding the 1% variance for presumed compliance.

Action: Absent extenuating circumstances, Athletics will fully award female athletic scholarships during the academic school year. Emphasis will be placed on providing adequate resources for women's basketball, women's track/cross country and all equivalency sports to be able to recruit and fully award allowable scholarships.

BOISE STATE UNIVERSITY GENDER EQUITY NARRATIVE**Other Athletic Benefits and Opportunities**

Summary: Boise State is currently engaged in a comprehensive facility assessment. Once complete, the assessment and data from the recent review will be used to update Athletics' plans to address disparities in locker rooms, practice and competition facilities, and in scheduling of games and practice times. Athletics is working with campus partners in an effort to gain additional time and/or space in shared facilities while a long-term plan is developed and executed.

In the areas of coaching and support services, Athletics is adding a full-time coaching position and director of operations for a women's program. Athletics is also considering increasing the number of multi-year agreements with women's sports coaching staff and adding additional support staff. The assignment of office space for coaching and support staff is being reviewed to ensure the needs of all programs are being met. Athletics is restructuring its sports information and performance units with consideration of Title IX needs as a component of the restructuring plans.

All Athletics' programs were required to submit zero-based budgets for the upcoming academic year to allow for a review of team travel, per diem, recruiting activities and equipment budgets. Athletics is also reviewing its apparel and equipment contracts for equitable distribution between programs.

Athletics' training team has operated short staffed much of the year due to local and national retention challenges, which has reduced the availability of qualified training staff. Athletics is working to address these concerns to ensure women's programs are not disproportionately impacted.

Action: Once the facility assessment is complete, Athletics will develop and implement a plan to address compliance challenges in this area. In addition to facility upgrades and/or expansions, the plan will include revenue neutral changes and possibly a reduction in benefits available to men's programs.

Boise State University
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2020 through June 30, 2021

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	5,694	44%
Female Students	7,267	56%
Totals	12,961	100%

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses Amount
	Amount	Percent	
Men's Teams	\$ 4,609,576	55%	\$ 109,229
Women's Teams	\$ 3,804,639	45%	\$ 24,812
Totals for All Teams	\$ 8,414,215	100%	\$ 134,041

Athletic Participation

Sport	Number of Participants		Number of Participants Participating on a Second Team		Number of Participants Participating on a Third Team	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Basketball	17	13	0	0	0	0
Beach Volleyball	0	19	0	19	0	6
Cross Country	16	23	16	22	16	22
Football	109	0	0	0	0	0
Golf	10	10	0	0	0	0
Gymnastics	0	18	0	0	0	0
Soccer	0	38	0	0	0	0
Softball	0	25	0	0	0	0
Tennis	9	11	0	0	0	0
Track, Indoor	0	0	0	0	0	0
Track, Outdoor	29	32	29	31	16	22
Volleyball	0	18	0	6	0	0
Wrestling	0	0	0	0	0	0
Others	0	0	0	0	0	0
Total Participants	190	207	45	78	32	50
Participant Proportion	47.86%	52.14%				
Unduplicated Count of Participants	169	175				

Total Revenues & Expenses

Varsity Teams		Total Revenues			Total Expenses			Revenues minus Expenses		
		Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball		\$ 2,826,726	\$ 1,879,763	\$ 4,706,489	\$ 2,853,999	\$ 1,879,763	\$ 4,733,762	\$ (27,273)	\$ -	\$ (27,273)
Beach Volleyball		\$ -	\$ 379,853	\$ 379,853	\$ -	\$ 379,853	\$ 379,853	\$ -	\$ -	\$ -
Football		\$ 11,346,933	\$ -	\$ 11,346,933	\$ 11,319,660	\$ -	\$ 11,319,660	\$ 27,273	\$ -	\$ 27,273
Golf		\$ 332,570	\$ 367,302	\$ 699,872	\$ 332,570	\$ 367,302	\$ 699,872	\$ -	\$ -	\$ -
Gymnastics		\$ -	\$ 892,582	\$ 892,582	\$ -	\$ 892,582	\$ 892,582	\$ -	\$ -	\$ -
Soccer		\$ -	\$ 841,219	\$ 841,219	\$ -	\$ 841,219	\$ 841,219	\$ -	\$ -	\$ -
Softball		\$ -	\$ 900,950	\$ 900,950	\$ -	\$ 900,950	\$ 900,950	\$ -	\$ -	\$ -
Tennis		\$ 405,392	\$ 538,990	\$ 944,382	\$ 405,392	\$ 538,990	\$ 944,382	\$ -	\$ -	\$ -
Track		\$ 888,943	\$ 963,027	\$ 1,851,970	\$ 888,943	\$ 963,027	\$ 1,851,970	\$ -	\$ -	\$ -
Volleyball		\$ -	\$ 902,004	\$ 902,004	\$ -	\$ 902,004	\$ 902,004	\$ -	\$ -	\$ -
Wrestling		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals for All Teams		\$ 15,800,564	\$ 7,665,690	\$ 23,466,254	\$ 15,800,564	\$ 7,665,690	\$ 23,466,254	\$ -	\$ -	\$ -
Not Allocated by Gender/Sport				\$ 11,270,468			\$ 11,229,830			\$ 40,638
Grand Totals for Athletics				\$ 34,736,722			\$ 34,696,084			\$ 40,638
Totals for All Sports Except Football & Basketball		\$ 1,626,905	\$ 5,785,927	\$ 7,412,832	\$ 1,626,905	\$ 5,785,927	\$ 7,412,832	\$ -	\$ -	\$ -

Operating (Game Day) Expenses

Varsity Teams		Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
		Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball		\$ 560,683	\$ 219,251	\$ 779,934	17	13	30	\$ 32,981	\$ 16,865	\$ 49,847
Beach Volleyball		\$ -	\$ 42,719	\$ 42,719	0	19	19	\$ -	\$ 2,248	\$ 2,248
Football		\$ 938,198	\$ -	\$ 938,198	109	0	109	\$ 8,607	\$ -	\$ 8,607
Golf		\$ 80,177	\$ 32,311	\$ 112,488	10	10	20	\$ 8,018	\$ 3,231	\$ 11,249
Gymnastics		\$ -	\$ 77,827	\$ 77,827	0	18	18	\$ -	\$ 4,324	\$ 4,324
Soccer		\$ -	\$ 59,195	\$ 59,195	0	38	38	\$ -	\$ 1,558	\$ 1,558
Softball		\$ -	\$ 169,836	\$ 169,836	0	25	25	\$ -	\$ 6,793	\$ 6,793
Tennis		\$ 52,690	\$ 35,190	\$ 87,880	9	11	20	\$ 5,854	\$ 3,199	\$ 9,054
Track		\$ 111,992	\$ 121,325	\$ 233,317	45	55	100	\$ 2,489	\$ 2,206	\$ 4,695
Volleyball		\$ -	\$ 65,475	\$ 65,475	0	18	18	\$ -	\$ 3,638	\$ 3,638
Wrestling		\$ -	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ -
Totals for All Teams		\$ 1,743,740	\$ 823,129	\$ 2,566,869	190	207	397	\$ 9,178	\$ 3,976	\$ 6,466
Totals for All Sports Except Football & Basketball		\$ 244,859	\$ 603,878	\$ 848,737	64	194	258	\$ 16,361	\$ 27,197	\$ 43,558

Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	\$ 502,157	\$ 107,521	\$150,058	\$54,647
Number of Coaches Used to Calculate Average	5	9	19	19
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	\$ 560,443	\$113,579	\$ 172,168	\$66,557
Full-Time Equivalents (FTEs) Used to Calculate Average	4.48	8.52	16.56	15.60

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part-Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part-Time	Full-Time Employee	Part-Time/Volunteer	
Men's Varsity Teams									
Basketball	1		1						1
Football	1		1						1
Golf	1		1						1
Tennis	1		1						1
Wrestling	0		0						0
Track & Field & Cross Country		1	1						1
Totals for Men's Teams	4	1	5	0	0	0	0	0	5
Women's Varsity Teams									
Basketball	1		1						1
Beach Volleyball					1		1		1
Golf					1		1		1
Gymnastics					1		1		1
Soccer	1		1						1
Softball					1		1		1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
Volleyball	1		1						1
Totals for Women's Teams	4	1	5	0	4	0	4	0	9

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned to Team Full-Time	Assigned to a team Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned to Team Full-Time	Assigned to a team Part Time	Full-Time Employee	Part-Time/Volunteer	
Men's Varsity Teams									
Basketball	3		3						3
Football	10	4	10	4					14
Golf		1		1					1
Tennis	1	1	1	1					2
Track & Field & Cross Country		4	4			3	1	2	7
Totals for Men's Teams	14	10	18	6	0	3	1	2	27
Women's Varsity Teams									
Basketball					3		3		3
Beach Volleyball		1	1			1		1	2
Golf						2		2	2
Gymnastics	1		1		1		1		2
Soccer	1		1		1		1		2
Softball	1		1		1	1	1	1	3
Tennis		1		1	1		1		2
Track & Field & Cross Country		4	4			3	1	2	7
Volleyball		1	1		2		2		3
Totals for Women's Teams	3	7	9	1	9	7	10	6	26

**Idaho State University Gender Equity Narrative
February 2022**

Idaho State University and the Department of Athletics are committed to providing quality opportunities and experiences to all student-athletes, and to compliance with Title IX of the Education Amendments of 1972.

In order to inform its long and short term efforts, Idaho State University executed an internal review of Title IX compliance relative to gender equity, and commissioned a comprehensive external gender equity review, the results of which were delivered early in 2019. This review was followed by 9 months of work by a Gender Equity Committee with representation from across campus, to develop a Five Year Gender Equity Plan, which continues to guide our efforts. This narrative will outline steps taken to address recommendations of the external review, to demonstrate progress on the Five Year Gender Equity Plan, and to provide a snapshot of the current status of compliance.

Prong I of Title IX - Participation Proportionate to Enrollment

The 2019-2020 FTE at Idaho State University included 2,373 male students and 3,183 female students, representing 43% and 57% of FTE, respectively. The significantly larger proportion of women to men in Idaho State University's enrollment continues to make achieving compliance with the proportionality prong of Title IX challenging.

Total participation in intercollegiate athletics included 195 opportunities for men, and 198 opportunities for women, representing 50% participation for both males and females. This ratio fails to meet the Proportionality Prong of Title IX by 6%, after taking into consideration the acceptable 1% margin. In the previous year, ISU was within 6.5%.

For 2020-2021, ISU Athletics imposed roster limits in the sports of Men's Basketball (17), Football (100), Men's Indoor Track & Field, Men's Outdoor Track & Field, and Men's Cross Country (79), and Men's Tennis (10). Simultaneously, the department is working to offer increased female participation by adding a modest number of opportunities to rosters of existing women's teams as feasible. (In the sport of Football, the roster counted 104 because of the COVID year's spring football season, which meant that 6 incoming students had to be counted due to the extra year of participation.)

While Idaho State University has instituted the roster limits above in an effort to move closer to proportionality, it has not resulted in progress. This is primarily due to the continual increase in female students enrolled at ISU.

It has become apparent that the strategy of decreasing opportunities in football adversely affects the athletic department. Limiting the football roster to 100 has significantly impacted the ability of the team to perform well, compromising an important revenue driver. Further, the opportunities

being eliminated are walk-ons, primarily students from Idaho. We are eliminating access and opportunities for in-state students who represent the focus of our mission. This roster limit has failed to support any improvement in our ability to achieve proportionality, and has hindered the overall success of the program. In an effort to restore a successful environment, and thereby increase revenue which in turn supports operations and progress, Idaho State University has increased the football roster limit to 110. This roster limit is comparable to our peers in the Big Sky Conference.

All other roster limits in men's sports will remain unchanged, and we will continue to allow womens' teams the opportunity to carry larger rosters.

Prong II of Title IX - History and Continuing Practice of Program Expansion for the Underrepresented Sex

Idaho State University currently offers 15 teams, six teams for men and nine teams for women, and aside from expanding rosters of current women's teams, has not added an additional women's sport in more than 5 years. In order to demonstrate a significant expansion of opportunities, Idaho State University will need to explore adding a women's sport in the future.

Two sports which represent opportunities because of interest and proximity to competition, are beach volleyball (12 opportunities) and women's wrestling (25 opportunities).

Prong III of Title IX - Full and Effective Accommodation of the Interests/Abilities of Underrepresented Sex

The determination of whether women are fully and effectively accommodated by the present program includes determining whether there is sufficient interest and ability among women for a viable team not currently offered in the intercollegiate program. The Athletic Director has been approached by one member of the public who requested Idaho State University consider the addition of Judo as an intercollegiate sport due to interest and ability in the region, and by three members of the public who advocate for the addition of wrestling.

A survey was conducted by the FAR and the Athletics Advisory Board (AAB) to gather data regarding the level of interest and ability with regard to potential women's sport additions. The most recent survey targeted all current full-time students at Idaho State University, and identified (1) swimming, (2) rugby and (3) beach volleyball as having the most significant interest. No steps were taken to begin long term planning for the addition of a women's sport due to the need for more statistically valid data, and due to the significant budget impacts of COVID-19.

Financial Aid

Each ISU female sport is funded to the NCAA maximum level of scholarships, while limits are imposed internally on men's tennis, track & field and cross country. In 2020-21, \$2,552,444 or

53% of financial aid was distributed to male student-athletes and \$2,256,268 or 47% of financial aid was distributed to female student athletes. As demonstrated on the chart below, this difference is attributed to the fact that ISU is meeting NCAA Maximums for all women's sports, which limits the total number of scholarships which can be provided to women at 85. While ISU limits Men's Tennis and Men's Track & Field / Cross to less than the NCAA maximum, men's scholarships still total 90.

NCAA Scholarship Limits for Big Sky Conference Core Sports					
MEN			WOMEN		
SPORT	NCAA LIMIT	ISU FUNDING	SPORT	NCAA LIMIT	ISU FUNDING
Football	63	63	Softball	12	12
TF/Cross	12.6	10	TF/Cross	18	18
Basketball	13	13	Basketball	15	15
Tennis	4.5	4	Tennis	8	8
			Volleyball	12	12
			Golf	6	6
			Soccer	14	14
TOTAL	93.1	90	TOTAL	85	85

Efforts are made to ensure the NCAA maximums are awarded in all women's sports, but fluctuations occur in rosters with early graduations, transfers and recruiting gaps. The practice of allowing unutilized scholarship funds within a program to be spent to fund other areas of that program has been discontinued, eliminating an unintended incentive to "save" scholarship funds in order to supplement other budgetary needs in women's programs.

Equitable Treatment and Quality of Experience Within Programs

Providing a quality experience and appropriate support to all student athletes is the top priority of the Department of Athletics. While the long term goal is to achieve Proportionality, the short term goal is to provide an equal and quality experience for Bengal student-athletes across genders. We feel strongly that we must invest properly in existing opportunities before creating additional opportunities which could diminish the overall quality of programs. Ensuring equitable, high quality experiences for all student athletes, and addressing specifically identified

deficiencies in women's programs, has been the focus of program reallocations and investments.

A newly implemented zero-based and collaborative budgeting process has guided the department in the reallocation of resources to address areas of inequity. The largest inequity in 2018-19 was in the allocation of team recruiting budgets, which spent \$166,316 recruiting for men's sports, and \$74,043 recruiting for women's sports. Following an internal review of appropriate recruiting practices, real program needs based on roster availability, and estimates by program of the cost to meet those needs, a budget reallocation was achieved resulting in \$77,582 spent recruiting in men's sports and \$64,231 recruiting in female sports. This adjustment to the budgeting process reduced the overall recruiting expense in athletics from \$240,359 to \$141,813, a net savings of approximately \$100,000. This savings was reallocated to help sustain the budget enhancements which had been funded for one year by the one time increase in funding of \$125,000 approved by the Idaho State Board of Education in 2019 to begin to address gender equity concerns. While the last fiscal year budget was structured similarly, neither men's nor women's sports exhausted recruiting budgets due to the Covid impact on the recruiting calendar. As a result, recruiting expense numbers this year are not meaningful.

Additional improvements in the treatment and experience of student athletes have been funded through budget reallocations and fundraising, as illustrated below:

INITIATIVE	REQUIRED FUNDING	FUNDING VEHICLE
Secured additional dealer courtesy cars and achieved the goal of having a courtesy car available for every head coach of a women's team		Gifts in Kind
An Assistant Strength and Conditioning Coach was hired in July of 2020, significantly improving the access to skilled coaching and instruction for women's teams.	\$100,000 annually	Fundraising
Construction was completed on a women's golf practice facility, including golf simulators and other training aids. The women's golf team has never had access to an indoor training facility.	\$25,000	Fundraising
Construction was completed on a state of the art film room in Reed Gymnasium to serve the sports of Volleyball and Basketball. Previously space was difficult to secure and most teams were not able to convene to host film sessions as available space was only sufficient to accommodate football.	\$50,000	Fundraising
For the first time, the Men's Tennis Team was provided with a locker room in the basement of Reed Gymnasium, with custom built lockers.	\$10,000	Fundraising
The Women's Tennis Head Coach was extended a 12 month	\$10,000 annually	Budget

contract. Women's Tennis had previously only garnered a 9 month contract.		Reallocation
Women's TFX budget was increased from \$619K to \$720K to allow for equitable travel, meals, and equipment.	\$100,000 annually	Budget Reallocation
Women's Volleyball added a graduate assistant, increasing the availability of skilled instruction to 18 female student athletes. In the fall the position will be elevated to a full time coaching position.	\$23,000 annually	Fundraising, NRTW
Completed the renovation of a vacant space adjacent to Holt Arena into a state of the art Athletic Training Room to provide sports medicine support to all student athletes. Secured state of the art athletic training and recovery equipment which has been provided to every athletic team equitably, providing equal and robust access to recovery tools across sports and genders.	\$75,000	Fundraising
Secured an appropriate stock of TFX shoes to be able to distribute student athletes ample numbers of shoes for competition and practice, which requires multiple pairs annually. Previously budgets allowed for one pair of shoes annually, if "deemed necessary."	\$15,000	Fundraising, Reallocation of Adidas Promotional Funds, Budget Reallocation
Added an additional assistant coach to Women's Softball to bring the number of coaches to the NCAA Maximum	\$40,000	Budget Reallocation
Adjusted Supplemental Compensation in TFX, VB, Soccer, and Tennis to be more equitable with FB and BB.	\$20,000 annually	Budget Reallocation
Purchased new net systems, padding and instant replay for women's volleyball. Previous equipment was more than 25 years old.	\$15,000	Fundraising
Completed construction on women's golf lockers in Reed Gymnasium, located near their new practice venue. Lockers are being built to accommodate and securely store high value golf bags and clubs. Currently, golf student athletes have no storage available and store their clubs in their cars. This will fully address this need.	\$10,000	Fundraising
Implemented the use of a universal player pack with standard items including travel suit, backpack, long sleeve t-shirt, tights, issued across all sports to ensure equity in basic gear.	\$0	Reallocation of Equipment Budget
Completing construction on infrastructure to establish the ability to live stream ISU Women's Softball at Miller Ranch Stadium. Intended completion is imminent, in time for 2022 home games.	\$30,000	Fundraising, Gift in Kind
Added an additional assistant coach to the Track & Field / Cross Program.	\$45,000 annually	Reallocation of Funds and Fundraising

Funded a nutrition budget to dramatically increase the product available to all student athletes for the purpose of recovery. Power Core products are now available across sports, when previously had been available only to football	\$25,000 annually	Renegotiation of a vendor contract to include \$25K in product, new endowed funds
Allocated resources to travel budgets of TFX and Tennis to provide for busing, rather than the use of vans.	\$75,000	Trade Sponsorship
Embarking on construction of a fueling station adjacent to the strength center to provide nutrition and nutrition counseling in a location with good proximity to all student athletes.	\$50,000	Fundraising

All of the improvements noted herein were elements of the 5 Year Gender Equity Plan. The Department of Athletics will continue to monitor progress and take steps to continually improve the level of Title IX Gender Equity Compliance on an annual basis.

Idaho State University
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2020 through June 30, 2021

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	2,373	42.7%
Female Students	3,183	57.3%
Totals	5,556	100%

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses Amount
	Amount	Percent	
Men's Teams	\$ 2,552,444	53%	\$ 6,865
Women's Teams	2,256,268	47%	5,500
Totals for All Teams	\$ 4,808,712	100%	\$ 12,365

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	16	15	31				
Football	104		104	1			
Golf		10	10				
Soccer		26	26		1		
Softball		22	22				
Tennis	10	9	19				
Track & Field (Indoor)	27	41	68	27	41	10	15
Track & Field (Outdoor)	28	44	72	28	44	10	15
Cross Country	10	15	25	10	15	10	15
Volleyball		16	16				
Total Participants	195	198	393	66	101	30	45
Percentage of Total	50%	50%	100%				
Unduplicated Count	157	142					

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$1,068,990	\$1,138,163	\$ 2,207,153	\$1,068,990	\$1,138,163	\$ 2,207,153	\$ -	\$ -	\$ -
Football	\$3,388,527		\$ 3,388,527	\$3,388,527		\$ 3,388,527	0		\$ -
Golf		\$185,513	\$ 185,513		\$185,513	\$ 185,513		0	\$ -
Soccer		\$605,410	\$ 605,410		\$605,410	\$ 605,410		0	\$ -
Softball		\$527,088	\$ 527,088		\$527,088	\$ 527,088		0	\$ -
Tennis	\$249,039	\$355,181	\$ 604,220	\$249,039	\$355,181	\$ 604,220	0	0	\$ -
Track & Field & Cross Country	\$452,998	\$651,072	\$ 1,104,070	\$452,998	\$651,072	\$ 1,104,070	0	0	\$ -
Volleyball		\$691,127	\$ 691,127		\$691,127	\$ 691,127		0	\$ -
Totals for All Teams	\$5,159,554	\$ 4,153,554	\$ 9,313,108	\$5,159,554	\$4,153,554	\$ 9,313,108	\$ -	\$ -	\$ -
Not Allocated by Gender/Sport			2,887,952			2,887,952			\$ -
Grand Totals for Athletics			\$ 12,201,060			\$ 12,201,060			\$ -
Totals for All Sports Except Football & Basketball			\$ 6,605,380			\$ 6,605,380			\$ -

Operating (Game Day) Expenses

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$ 259,356	\$ 230,743	\$ 490,099	16	15	31	\$ 16,210	\$ 15,383	\$ 15,809.64
Football	\$ 518,191		\$ 518,191	104		104	\$ 4,982.61		\$ 4,982.61
Golf		\$ 43,522	\$ 43,522		10	10		4,352	\$ 4,352.16
Soccer		\$ 65,309	\$ 65,309		26	26		2,512	\$ 2,511.90
Softball		\$ 114,591	\$ 114,591		22	22		5,209	\$ 5,208.66
Tennis	\$ 53,284	\$ 30,595	\$ 83,878	10	9	19	5,328	3,399	\$ 4,414.66
Track & Field & Cross Country	\$ 93,210	\$ 84,392	\$ 177,602	65	100	165		844	\$ 1,076.37
Volleyball		\$ 128,505	\$ 128,505		16	16		8,032	\$ 8,031.54
Totals for All Teams	\$ 924,041	\$ 697,655	\$ 1,621,696	195	198	393	\$4,739	\$3,524	\$4,126
Totals for All Sports Except Football & Basketball			\$ 613,406			258			\$ 2,378

Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	\$ 73,893	\$ 57,129	\$ 38,245	\$ 29,872
Number of Head Coaches Used to Calculate Average	5	8	15	10
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	\$ 92,366	\$ 71,973	\$ 44,994	\$ 40,258
Full-Time Equivalents (FTEs) Used to Calculate Average	4.00	6.35	12.75	7.42

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
Men's Varsity Teams									
Basketball	1		1						1
Football	1		1						1
Tennis	1		1						1
Track & Field & Cross Country	1		1		1	0	1		2
Totals for Men's Teams	4	0	4	0	1	0	1	0	5
Women's Varsity Teams									
Basketball	1		1						1
Golf		1		1					1
Soccer					1		1		1
Softball					1		1		1
Tennis					1		1		1
Track & Field & Cross Country	1		1		1		1		2
Volleyball					1		1		1
Totals for Women's Teams	2	1	2	1	5	0	5	0	8

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
Men's Varsity Teams									
Basketball	3	1	3	1					4
Football	8	1	8	1					9
Tennis									0
Track & Field & Cross Country		2	1	1		0		0	2
Totals for Men's Teams	11	4	12	3	0	0	0	0	15
Women's Varsity Teams									
Basketball	2		2		1		1		3
Golf						1	1		1
Soccer					1		1		1
Softball					1		1		1
Tennis									0
Track & Field & Cross Country		2	1	1					2
Volleyball	1		1			1		1	2
Totals for Women's Teams	3	2	4	1	3	2	4	1	10

University of Idaho Gender Equity Narrative

3/3/2022

The University of Idaho Athletic Department is committed to gender equity in all facets as directed by the Title IX Statute of 1972. Further, Title IX protocol is followed simply because we believe in its fundamental principle. The Office of Civil Rights issued an Intercollegiate Athletics Policy Interpretation in 1979 which is the major source for specific requirements of athletic programs and in addressing the three program components. As a civil rights law, two basic provisions are to be followed: equal access to programs and equal treatment once in the program. We incorporate these principles and policies into our daily routine to strive to meet the requirements.

Equal access will be addressed by the accommodation of interest and abilities and discussed in Section 1, Participation Opportunities. Section II will outline Financial Aid. The last section, Athletic Benefits and Opportunities, will include (but is not limited to) the areas of equipment, travel, scheduling of contests and practices, salaries, facilities, medical and training facilities and services, recovery options, and academic support.

As discussed in past narratives and following an external consultant review, several gender equity recommendations were suggested for the University of Idaho Athletic Department. Due to the continuing impact of the COVID-19 pandemic, these areas and all the program component areas- participation, financial aid, athletic benefits, and opportunities are still being reviewed. A systemized approach of utilizing a three-year snapshot was implemented in Spring of 2020 and will continue to be used going forward.

I. Participation Opportunities.

2018-19 undergraduate enrollment percentages:	Male-51.9%	Female-48.1%
Athletic participation:	Male-53.9%	Female-46.1%
2019-2020 undergraduate enrollment percentages:	Male-51.1%	Female-48.9%
Athletic participation:	Male-53.9%	Female-46.1%
2020-2021 undergraduate enrollment percentages:	Male-48.0%	Female-52.0%
Athletic participation:	Male-53.0%	Female-47.0%
2021-22 undergraduate enrollment percentages:	Male-48%	Female-52%
(Projected)Athletic participation:	Male-52.7%	Female-47.3%

To begin addressing the proportionality gap, roster management has slowly been implemented beginning in Fall of 2021. While the implementation process was started, student-athletes being granted additional seasons of eligibility by the NCAA due to COVID-19 has still skewed numbers slightly, but we are hopeful that the gap is slowly starting to close. A committee was formed in Fall of 2021 to evaluate roster numbers, scholarship dollars and average NCAA squad sizes. The process is ongoing to assign our men's teams a maximum roster target number as well as assign the women's programs a minimum number to meet or exceed. In roster management implementation planning meetings with the current coaching staffs, these target numbers were deemed attainable. A number of these meetings were held

in preparation for the 2021-2022 academic year. Of course, campus enrollment numbers and percentages fluctuate and thus it is challenging to hit upon the exact percentage number year in and year out. Athletics will adjust the numbers as best as possible, however, it is not feasible to hit a “moving” target of enrollment without denying promised participation opportunities to student-athletes.

II. Financial Aid

All coaches and sport programs at the University of Idaho are given the opportunity to offer the NCAA maximum scholarship limits of their sport. The actual scholarship dollars vary due to in-state and out-of-state tuition rates. There are no limits placed upon the sport regarding the location of where the student comes from and what they can offer. This allows our coaches to recruit across the country and internationally, which is critical to bringing diversity into our programs and to campus. With this philosophy in place and the campus gender percentage fluctuation in enrollment, it is difficult, if not almost impossible, to be compliant with financial aid awards exactly matching campus enrollment participation percentages. Another challenge is that not all coaches award the full number of allotted scholarships, even though they are allowed the opportunity to do so. This occurs for various reasons, most frequently due to balancing out the number of incoming recruiting classes. However, coaches are strongly encouraged to use all available scholarship allotments, particularly for our female sport programs.

A summer school aid policy has been implemented to ensure equitable gender access to designated female and male sports and to correct eligibility issues. Certain sports, such as Football, Men’s and Women’s Basketball, and to some extent Volleyball and Women’s Soccer, can utilize the summer period to train their teams with coaching staff or strength coaches present. The other sports that are offered at Idaho have restrictions in place that do not allow this practice opportunity with staff members present (unless there is a safety exemption). This opportunity skews the amount of summer aid offered as football has the largest NCAA scholarship limit of 63, and no other female sport has such a high number. Our two largest roster count women’s sports do not have summer access opportunities, which in theory could help offset the cost of funding football scholarship awards if the access to workouts were granted.

As noted in the EADA report, the Student Aid dollars awarded were:

2019-2020 57% males and 43% females

2020-2021 56% males and 44% females

III. Athletic Benefits and Opportunities

While COVID-19 was still impacting planning in Fall 2021, processes have been implemented, budget development and controls established, and reviews of spending, contracts, and benchmarking with conference members are continually being analyzed. Reviewing these processes and evaluating their implementation will continue to ensure that equitable policies and procedures are in place.

The Athletic Department continues to hold a weekly scheduling meeting to ensure all sports have equal access to facilities for practice and competition. Sports medicine, academic services, and the fueling station is open to all athletes equally as well as our recovery services.

IV. Conclusion

As stated earlier, a three-year rolling report has begun to monitor all areas of Title IX and track not only overall progress, but also specific nuances. This report will also track trends and keep record of substantial differences between genders. A Gender Equity committee will be reactivated to monitor these trends and accomplishments.

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2020 through June 30, 2021

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	3,087	48.9%
Female Students	3,220	51.1%
Totals	6,307	100.0%

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses Amount
	Amount	Percent	
Men's Teams	\$3,490,574	56%	\$12,496
Women's Teams	2,736,276	44%	10,453
Totals for All Teams	\$6,226,850	100%	\$22,949

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	15	14	29	1			
Football	111		111	2		1	
Golf	10	9	19				
Soccer		32	32				
Swimming & Diving		34	34				
Tennis	9	7	16				
Track & Field (Indoor)	28	33	61	27	31	12	12
Track & Field (Outdoor)	26	31	57	28	32	12	12
Cross Country	12	12	24	12	13	11	12
Volleyball		14	14				
Total Participants	211	186	397	70	76	36	36
Percentage of Total	53.1%	46.9%	100%				
Unduplicated Count	173	143	316				

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Total Revenues & Expenses

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$ 1,159,514	\$ 1,163,861	\$ 2,323,375	\$ 1,159,514	\$ 1,163,861	\$ 2,323,375	\$ -	\$ -	\$ -
Football	\$ 4,430,258		\$ 4,430,258	\$ 4,430,258		4,430,258	-		-
Golf	\$ 365,478	\$ 274,656	\$ 640,134	\$ 365,478	\$ 274,656	640,134	-	-	-
Soccer		\$ 684,803	\$ 684,803		\$ 684,803	684,803		-	-
Swimming & Diving		\$ 661,919	\$ 661,919		\$ 661,919	661,919		-	-
Tennis	\$ 271,796	\$ 340,661	\$ 612,457	\$ 271,796	\$ 340,661	612,457	-	-	-
Track & Field & Cross Country	\$ 631,409	\$ 751,688	\$ 1,383,097	\$ 631,409	\$ 751,688	1,383,097	-	-	-
Volleyball		\$ 761,845	\$ 761,845		\$ 761,845	761,845		-	-
Totals for All Teams	\$ 6,858,455	\$ 4,639,433	\$ 11,497,888	\$ 6,858,455	\$ 4,639,433	\$ 11,497,888	\$ -	\$ -	\$ -
Not Allocated by Gender/Sport			3,091,932			3,091,932			0
Grand Totals for Athletics			\$ 14,589,820			\$ 14,589,820		\$	0
Totals for All Sports Except Football & Basketball	\$ 1,268,683	\$ 3,475,572	\$ 4,744,255	\$ 1,268,683	\$ 3,475,572	\$ 4,744,255	\$ -	\$ -	\$ -

Operating (Game Day) Expenses

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$ 219,475	\$ 256,602	\$ 476,077	15	14	29	\$ 14,632	\$ 18,329	\$ 16,416
Football	\$ 377,870		\$ 377,870	111		111	\$ 3,404		\$ 3,404
Golf	\$ 44,393	\$ 15,038	\$ 59,431	10	9	19	\$ 4,439	\$ 1,671	\$ 3,128
Soccer		\$ 77,402	\$ 77,402		32	32		\$ 2,419	\$ 2,419
Swimming & Diving		\$ 85,901	\$ 85,901		34	34		\$ 2,527	\$ 2,527
Tennis	\$ 49,622	\$ 26,175	\$ 75,797	9	7	16	\$ 5,514	\$ 3,739	\$ 4,737
Track & Field & Cross Country	\$ 53,277	\$ 55,499	\$ 108,776	66	76	142	\$ 807	\$ 730	\$ 766
Volleyball		\$ 103,414	\$ 103,414		14	14		\$ 7,387	\$ 7,387
Totals for All Teams	\$ 744,637	\$ 620,031	\$ 1,364,668	211	186	397	\$ 3,529	\$ 3,334	\$ 3,437
Totals for All Sports Except Football & Basketball	\$147,292	\$363,429	\$510,721	85	172	257	\$1,733	\$2,113	\$1,987

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Average Coaching Salaries

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	\$103,141	\$72,682	\$65,898	\$33,440
Number of Head Coaches Used to Calculate Average	5	7	15	10
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	\$114,601	\$78,273	\$73,220	\$38,217
Full-Time Equivalents (FTEs) Used to Calculate Average	4.50	6.50	13.50	8.75

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part-Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part-Time	Full-Time Employee	Part-Time/Volunteer	
Men's Varsity Teams									
Basketball	1		1						1
Football	1		1						1
Golf	1		1						1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
Totals for Men's Teams	4	1	5	0	0	0	0	0	5
Women's Varsity Teams									
Basketball	1		1						1
Golf					1		1		1
Soccer	1		1						1
Swimming & Diving	1		1						1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
Volleyball					1		1		1
Totals for Women's Teams	4	1	5	0	2	0	2	0	7

University of Idaho
Equity in Athletics Disclosure Act (EADA) Report

Counts of Assistant Coaches

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part-Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part-Time	Full-Time Employee	Part-Time/Volunteer	
Men's Varsity Teams									
Basketball	3		3						3
Football	10	1	10	1					11
Golf		1		1					1
Tennis									0
Track & Field & Cross Country		3	2	1		2	1	1	5
Totals for Men's Teams	13	5	15	3	0	2	1	1	20
Women's Varsity Teams									
Basketball	1		1		2		2		3
Golf									0
Soccer	1		1			1		1	2
Swimming & Diving	1		1			1		1	2
Tennis									0
Track & Field & Cross Country		3	2	1		2	1	1	5
Volleyball	1		1		1		1		2
Totals for Women's Teams	4	3	6	1	3	4	4	3	14

Gender Equity – Narrative

Lewis-Clark State College

I. Participation Opportunities: Compliance for this component means meeting one test of the three-part test for participation opportunities. LCSC does not currently meet these criteria.

A. Proportionate to enrollment

Title IX compliance is assessed relative to interest and abilities, athletic financial aid and other program areas. Relative to interest and abilities and prong #1 of the 3-prong test, substantial proportionality, in FY21, athletic participation was 58% male to 42% female. LCSC's fulltime undergraduate enrollment in FY21 was 37% male and 63% female. This results in a 21% overrepresentation of male student-athletes. Prongs 2 and 3 look at the history and continuing practice of program expansion for the under-represented sex and full and effective accommodation of expressed interest and abilities of the under-represented sex. With these aspects of compliance in mind, LC State's 2-part Title IX Compliance Plan was accepted and approved by the SBOE in the spring of 2019. Part 1 of the Plan involves maximizing women's sport roster capacities with expansion which started in the fall of 2019. Part 2, which is being updated, involves the addition of a women's intercollegiate sport (e.g., dance/spirit).

In order to achieve the roster goals in Part 1, coaching personnel, operating budgets and student-athlete scholarship dollars needed to be increased. In FY 2020, a total of 2.62 FTE was spread across three coaching positions, in essence moving the head women's and men's golf coach to full-time, and the assistant volleyball and assistant women's basketball coach from part-time to full-time, inclusive of fringe and benefits. In addition, a concerted effort to increase scholarship funding (through the Warrior Athletic Association and LC State Foundation) for athlete recruitment is continuing. In response to these efforts LC State's women's sport roster increased from a total of 95 19/20 to 123 in 20/21 and is currently at 133 for 21/22. This is especially noteworthy given the general negative impact on higher education enrollments associated with the pandemic. Finally, it is relevant that LC State's 20/21 coaching contracts were uniformly modified with language making roster growth and management a condition of supplemental compensation considerations.

For FY2021, despite austere budget realities, funding streams to support continued Plan progress were implemented. Specifically, (1) Warrior Athletic Association fundraising, in essence, taxed themselves 5% on dollars raised. These dollars are to be allocated, under the direction of the Director of Athletics, to support operating expenses (OE) associated with expanded sport rosters; (2) proceeds from the Hospitality area (sales and sponsorship) during the NAIA World Series, will go towards the Title IX plan (to be implemented spring 2022); and (3) revenue captured in response to reduced travel expenses with the move from the Frontier to Cascade conference will be directed toward Plan OE (e.g., increased travel costs to accommodate expanded rosters).

B. Demonstrate continuing program expansion

Part 1 of the plan is the cornerstone of ongoing demonstration of a continuing practice of program expansion. The timeline for this part of the plan has been extended and will be ongoing. Part 2 of the LCSC Title IX Compliance Plan involves the addition of a women's sport. Due to facility limitations the Plan is being updated. Considerations for adding women's soccer are being put on hold; and near-term focus shifting to adding

competitive women's dance (Spirit Squad). The NAIA recognizes competitive dance as a collegiate sport. While the CCC does not yet sponsor competitive dance as a sport (beyond SOU – which is in the CCC, the nearest NAIA competitions will be California, Arizona and the Dakotas), LC State has demonstrated interest in spirit-squad/dance performance, existing facilities that can accommodate practice and performances, and coaching interest expressed through a volunteer coach currently employed as a faculty member teaching movement and sport science courses.

- C. Fully accommodate the interest and abilities of the underrepresented gender
Relative to Title IX compliance, given LC State's athletics history and tradition, LC State's compliance efforts are focused on growing women's sport participation, while holding men's sport participation relatively constant. Ultimately, Part 1 of the Plan implementation is projected to result in a net gain of 24 women's sport participants, which translates to 45% women's sport participation (3- to 5-year implementation timeline). Part 2 includes the addition of a women's sport (e.g., Dance/Spirit). The initial roster size is estimated at 10 participants, with a potential to grow to 20 participants within 3 years of sport launch. This sport addition would translate to 52% - 48% women's sport participation. Re-evaluation of substantial proportionality, which is a moving target pending enrollment trends, will need to be ongoing and will dictate next steps (e.g., plan part 3?). Note: in an effort to further guide assessment of this aspect of Title IX compliance, as of Fall 2020, LC State added sport participation specific questions to its annual student survey. These questions and the sport participation interest and abilities information the survey reflects will be used to help LC State meet its Title IX obligations.

II. Financial Aid: The Financial Assistance requirement of Title IX, requiring assistance to be substantially proportionate to the ratio of male and female athletes, is currently tilted toward females. Athletic student aid totals (allocation of actual resources in FY21) were 54.8% to males and 45.2% to females in comparison to the unduplicated participation rate of 59% males to 41% females. This results in a 4.1% proportional advantage for females. The recruitment efforts identified in the previous section will assist in progressing towards compliance by increasing female participation.

III. Equal Treatment of Programs: The benefits, opportunities, and treatments afforded sports participants are equivalent. LC State is compliant with the Equal Treatment of Programs requirement of Title IX. The LC State Athletics Department has adopted an intercollegiate athletics manual, with standardized policies and procedures that helps ensure ongoing compliance in this area.

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Report on Athletic Program Participation Rates and Financial Support Data
July 1, 2020 through June 30, 2021

ATTACHMENT 8

University Enrollment

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	742	37%
Female Students	1,262	63%
Totals	2,004	100%

Athletic Student Aid & Recruiting

Team Gender	Athletically Related Student Aid		Recruiting Expenses Amount
	Amount	Percent	
Men's Teams	\$945,515	54.76%	\$2,007
Women's Teams	781,076	45.24%	1,478
Totals for All Teams	\$1,726,591	100%	\$3,485

Athletic Participation

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Baseball	43		43				
Basketball	17	13	30				
Golf	10	13	23				
Tennis	12	12	24				
Track & Field (Indoor)	35	28	63	32	27	16	12
Track & Field (Outdoor)	32	27	59	32	27	16	12
Cross Country	19	15	34	16	12	16	12
Volleyball		15	15				
Total Participants	168	123	291	80	66	48	36
Percentage of Total	58%	42%	100%				
Unduplicated Count	120	84	204				

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Total Revenues & Expenses

ATTACHMENT 8

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Baseball	\$806,380		\$806,380	\$806,380		\$806,380	\$0		\$0
Basketball	420,786	374,027	794,813	420,786	374,027	794,813	0	0	0
Golf	120,060	163,749	283,809	120,060	163,749	283,809	0	0	0
Tennis	140,435	117,754	258,189	140,435	117,754	258,189	0	0	0
Track & Field (Indoor)	39,459	61,203	100,662	39,459	61,203	100,662	0	0	0
Track & Field (Outdoor)	59,189	91,805	150,994	59,189	91,805	150,994	0	0	0
Cross Country	99,307	129,213	228,520	99,307	129,213	228,520	0	0	0
Volleyball		375,202	375,202		375,202	375,202		0	0
Totals for All Teams	\$1,685,616	\$1,312,953	\$2,998,569	\$1,685,616	\$1,312,953	\$2,998,569	\$0	\$0	\$0
Not Allocated by Gender/Sport			581,852			456,230			125,622
Grand Totals for Athletics	\$1,685,616	\$1,312,953	\$3,580,421	\$1,685,616	\$1,312,953	\$3,454,799	\$0	\$0	\$125,622
Totals for All Sports Except Baseball & Basketball	\$458,450	\$938,926	\$1,397,376	\$458,450	\$938,926	\$1,397,376	\$0	\$0	\$0

Operating (Game Day) Expenses
(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Baseball	\$110,105		\$110,105	43		43	\$2,561		\$2,561
Basketball	62,618	52,314	114,932	17	13	30	3,683	\$4,024	3,831
Golf	17,204	26,614	43,818	10	13	23	1,720	2,047	1,905
Tennis	8,015	9,543	17,558	12	12	24	668	795	732
Track & Field (Indoor)	5,997	6,027	12,024	35	28	63	171	215	191
Track & Field (Outdoor)	8,995	9,040	18,035	32	27	59	281	335	306
Cross Country	7,159	6,627	13,786	19	15	34	377	442	405
Volleyball		26,387	26,387		15	15		1,759	1,759
Totals for All Teams	\$220,093	\$136,552	\$356,645	168	123	291	\$1,310	\$1,110	\$1,226
Totals for All Sports Except Baseball & Basketball	\$47,370	\$84,238	\$131,608	108	110	218	\$439	\$766	\$604

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Average Coaching Salaries

ATTACHMENT 8

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	\$26,933	\$24,521	\$10,670	\$7,667
Number of Head Coaches Used to Calculate Average	7	7	14	12
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	\$60,042	\$54,665	\$43,806	\$38,820
Full-Time Equivalents (FTEs) Used to Calculate Average	3.14	3.14	3.41	2.37

Counts of Head Coaches

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
Men's Varsity Teams									
Baseball	1		1						1
Basketball	1		1						1
Golf						1	1		1
Tennis		1	1						1
Track & Field (Indoor)		1	1						1
Track & Field (Outdoor)		1	1						1
Cross Country		1	1						1
Totals for Men's Teams	2	4	6	0	0	1	1	0	7
Women's Varsity Teams									
Basketball	1		1						1
Golf						1	1		1
Tennis		1	1						1
Track & Field (Indoor)		1	1						1
Track & Field (Outdoor)		1	1						1
Cross Country		1	1						1
Volleyball	1		1						1
Totals for Women's Teams	2	4	6	0	0	1	1	0	7

Lewis-Clark State College
Equity in Athletics Disclosure Act (EADA) Report
Counts of Assistant Coaches

ATTACHMENT 8

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
Men's Varsity Teams									
Baseball	2	1	2	1					3
Basketball		1	1						1
Golf						1		1	1
Tennis									0
Track & Field (Indoor)		4	1	3					4
Track & Field (Outdoor)		4	1	3					4
Cross Country		1	1						1
Totals for Men's Teams	2	11	6	7	0	1	0	1	14
Women's Varsity Teams									
Basketball						1	1		1
Golf						1		1	1
Tennis									0
Track & Field (Indoor)		4	1	3					4
Track & Field (Outdoor)		4	1	3					4
Cross Country		1	1						1
Volleyball	1		1						1
Totals for Women's Teams	1	9	4	6	0	2	1	1	12

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

SUBJECT

FY 2024 Budget Development Process

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

Idaho State Board of Education (Board)-approved budget requests for FY 2024 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 1, 2022. To meet the annual September submission deadline, the Board has established a process for developing institutional budget line item requests. The first step is the approval of line item request guidelines at the April Board meeting. The institutions then use these guidelines to develop line item requests which are evaluated by the Board at its June meeting. The final budget request, which includes line items and maintenance of current operations (MCO) items (described below), is approved at the August meeting.

MCO requests are calculated using state budget guidelines and Board policy. MCO requests include funding for Change in Employee Compensation (CEC), health insurance cost increases, inflationary increases for operating expenses (including utilities), and state agency cost reimbursements (Treasurer, Controller, Risk Management, etc.). These items are calculated using rates established by DFM. Other MCO items include enrollment workload adjustment (EWA), replacement capital (i.e., equipment), and external non-discretionary adjustments such as health education program contract adjustments. Replacement capital requests consider equipment depreciation schedules, and institutions may request one-time replacement capital in General Fund. An MCO budget is considered the minimum to maintain the current level of operations, while line items are requests for new or expanded programs, occupancy costs, and other initiatives deemed important by the Board, institution/agency, Legislature, or Governor.

The capital building budget request is a parallel process which flows through the Division of Public Works (DPW) and the Permanent Building Fund Advisory Council (PBFAC), with funding provided from the Permanent Building Fund (PBF). Agencies and institutions seek funding for major capital projects and major Alteration and Repair (A&R) maintenance projects through that process following Board approval.

FY2024 Line Item request guidelines. The following guidelines are proposed for the four-year college/university line item requests for FY2024. These guidelines are recommended for the community colleges with deference to the community colleges' boards of trustees.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

IMPACT

FY 2024 budget requests should address funding needed to maintain current operations, which may include a Change in Employee Compensation fund shift and particular attention to the inflationary pressures institutions are facing. Line item requests should be focused on collaborative, systemwide efforts and may also include occupancy costs. Institution-specific line items may be prepared in the event they are needed at some point in the process, but they will not be part of the formal budget submission.

When the Board guidelines for budget submissions are formalized, all requests should be clearly defined and follow the instructions and formats provided in the Budget Development Manual and Luma Budget. If any proposed line item contains multiple elements, those elements should be prioritized to make them “scalable” in the event only partial funding is made available for a line item. Pursuant to the Board’s annual planning calendar, draft budget requests from institutions/agencies are submitted along with the other agenda item materials for the June 2022 Board meeting. Final review and approval of line items is expected to take place at the August 2022 Board meeting.

ATTACHMENTS

Attachment 1 – line item request form

STAFF COMMENTS AND RECOMMENDATIONS

This guidance builds upon the successful FY 2023 budget, with requests that address structural issues within each institution in the maintenance portion of the budget, and line items that fortify collaborative, systemwide, strategic efforts. Such requests were viewed favorably by the Governor and the Legislature in the FY 2023 budget process, and it is anticipated that similar items would be viewed more favorably than a variety of programs and positions at each institution. DFM has put a budget cap in place each of the past few years, so this guidance will build flexibility into responding to a potential forthcoming cap. Board staff will continue to work with staff at the institutions, DFM, and LSO to address concerns about occupancy costs and maintenance of operations funding.

BOARD ACTION

I move to direct the college and universities to request Fiscal Year 2024 budget items that maintain current operations, including inflationary adjustments and a Change in Employee Compensation fund shift, as well as systemwide line items. Occupancy costs may also be requested.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AGENCY: Office of the State Board of Education

Agency No.: 501

FY 2024 Request

FUNCTION: OSBE Administration

Function No.: 02

Page ____ of ____ Pages

ACTIVITY: Board approved category

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: EXAMPLE			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	50,000				50,000
2. Benefits	25,000				25,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	75,000				75,000
OPERATING EXPENDITURES by summary object:					
1. Travel	5,000				5,000
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	3,000				3,000
TOTAL CAPITAL OUTLAY:	3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	83,000				83,000

Description:*[Insert narrative here.]***Questions:**

1. What is being requested and why? Specifically, what problem is this request trying to solve and how does this request address that problem?

- a. If a supplemental request, explain how this request arises to the level of being an emergency for the agency.
2. Indicate the specific source of authority, whether in statute or rule, that supports this request.
3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?
4. 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 agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request.
 - c. List any additional operating funds and capital items needed and note onetime versus ongoing costs.
 - d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?
5. 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, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.
6. 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

BOISE STATE UNIVERSITY

SUBJECT

Authorization for issuance of Series 2022A General Revenue Refunding Bonds (Taxable) (the "Series 2022A Bonds")

REFERENCE

April 2015	Board approved the Series 2015A Bonds
April 2016	Board approved the Series 2016A Bonds
December 2016	Board approved the Series 2017A Bonds

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F. Sections 33-3804-3806, Idaho Code

BACKGROUND/DISCUSSION

Boise State University requests the Board's approval to issue taxable general revenue refunding bonds pursuant to a Supplemental Resolution in an aggregate principal amount not to exceed \$150 million.

The University periodically reviews outstanding bond issues in light of current market conditions to determine whether such bonds warrant refinancing to take advantage of lower interest rates. The University will not be extending the maturity dates of existing bonds, but it will be achieving savings through lower interest rates. In the event market conditions at the time of the bond sale do not result in savings for certain of the refunded bonds, those bonds will not be refunded. Consideration will also be given to benefits and administrative savings from refunding tax-exempt bonds through the issuance of taxable debt.

The bonds proposed to be refunded include, depending on market conditions: General Revenue Refunding Bonds, Series 2015A, serial bonds maturing April 1, 2026 through 2034, and term bond maturing April 1, 2037.

General Revenue Refunding Bonds, Series 2016A, serial bonds maturing April 1, 2027 through 2033, and term bonds maturing April 1, 2036 and April 1, 2039.

General Revenue Project and Refunding Bonds, Series 2017A, serial bonds maturing April 1, 2028 through 2037, and term bonds maturing April 1, 2042 and April 1, 2047.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

1. Principal Amount: The aggregate principal amount of Series 2022A Bonds will not exceed \$150 million.
2. Maturities and Amortization Plan: Maturities and debt amortization of the bonds will be determined on the day of pricing.
3. Interest Rates: Interest rates for the bonds will be determined on the day of pricing.
4. Source of Security: The bonds are secured by a general revenue pledge of the University, excluding general account appropriated funds, or restricted grants, contract revenues, gifts, and scholarships.
5. Ratings: The University's current ratings are Aa3/A+ by Moody's Investors Service and Standard & Poor's, respectively (see reports as Attachments 3 and 4).

Boise State's financial profile at June 30, 2021 is consistent with the profile as of the ratings reports. As such, it is management staff's expectation that the ratings will remain the same after the 2022 bond issuance.

IMPACT

Lower interest rates on the Series 2022A Bonds allocated to the refunding of the Series 2015A Bonds, Series 2016A, and Series 2017A Bonds will result in debt service savings, both overall and on a present value basis. The exact amount of any savings will be determined on the day of pricing.

Boise State's debt burden ratio was 4.96 percent as of June 30, 2021 and will not be materially impacted by the Series 2022A Bonds.

ATTACHMENTS

- Attachment 1 - Draft Preliminary Official Statement
- Attachment 2 - Supplemental Bond Resolution
- Attachment 3 - Moody's Rating Report
- Attachment 4 - Standard & Poor's Rating Report
- Attachment 5 - Debt Service Projection

STAFF COMMENTS AND RECOMMENDATIONS

The Board has established a limit of overall debt using a debt burden ratio of not to exceed 8%. As of end of FY2021, BSU's debt ratio was just under 5%. Projected debt ratio after refunding would drop slightly as represented in Attachment 5. Freeing up cash from servicing debt will allow the institution to invest in operational or strategic needs as part of its expense base. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to issue one series of taxable general revenue refunding bonds and to find that this project is necessary for the proper operation of Boise State University and is economically feasible.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

AND

I move to approve the request by Boise State University for a Supplemental Resolution for the Series 2022A Bonds, the title of which is as follows:

SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2022A (Taxable), of Boise State University; delegating authority to approve the terms and provisions of the 2022A Bonds in the principal amount of up to \$150,000,000; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the 2022A Bonds, and providing for other matters relating to the authorization, issuance, sale, and payment of the 2022A Bonds.

Roll call vote is required

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

New Issue—Book Entry Only

MOODY'S RATING: Aa3

S&P RATING: A+

See "RATINGS" herein

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, interest on the Series 2022A Bonds is included in gross income pursuant to the Tax Code and is included in gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS."



\$150,000,000*
BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS,
SERIES 2022A (TAXABLE)

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

The above captioned Boise State University General Revenue Refunding Bonds, Series 2022A (Taxable) in the aggregate principal amount of \$150,000,000* (the "2022A Bonds") will be issued by Boise State University (the "University") pursuant to a Master Resolution adopted by the Board of Trustees of the University on September 17, 1992, as supplemented and amended, including a Supplemental Resolution adopted on April 20, 2022.

The proceeds of the 2022A Bonds will be used to (i) advance refund, on a taxable basis, certain of the University's Bonds, and (ii) pay costs of issuing the 2022A Bonds. The 2022A Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2022A Bonds. Interest on the 2022A Bonds is payable on each October 1 and April 1, commencing October 1, 2022. The 2022A Bonds are subject to optional [and mandatory sinking fund] redemption as described herein. The 2022A Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See "SECURITY FOR THE 2022A BONDS" herein.

THE 2022A BONDS SHALL BE EXCLUSIVELY OBLIGATIONS OF THE UNIVERSITY, PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF, AND SHALL NOT BE OBLIGATIONS, GENERAL, SPECIAL OR OTHERWISE, OF THE STATE OF IDAHO. THE 2022A BONDS SHALL NOT CONSTITUTE A DEBT—LEGAL, MORAL OR OTHERWISE—OF THE STATE OF IDAHO, AND SHALL NOT BE ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE HOLDERS OF THE 2022A BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE 2022A BONDS. THE UNIVERSITY HAS NO TAXING POWER.

See Inside Cover for Maturity Schedule

The 2022A Bonds are offered when, as and if issued and received by the Underwriter (hereinafter defined), subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, bond counsel, and certain other conditions. Certain matters will be passed on for the University by its Office of General Counsel, and for the Underwriter by its legal counsel, Foster Garvey PC, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. It is expected that the 2022A Bonds will be available for delivery through the facilities of DTC on or about _____, 2022*.



 *Preliminary, subject to change.

BOISE STATE UNIVERSITY

\$150,000,000*

GENERAL REVENUE REFUNDING BONDS,

SERIES 2022A (TAXABLE)

DUE	PRINCIPAL AMOUNT \$	INTEREST RATE %	YIELD %	CUSIP No.** 097464
4/1/2023				
4/1/2024				
4/1/2025				
4/1/2026				
4/1/2027				
4/1/2028				
4/1/2029				
4/1/2030				
4/1/2031				
4/1/2032				
4/1/2033				
4/1/2034				
4/1/2035				
4/1/2036				
4/1/2037				
4/1/2038				
4/1/2039				
4/1/2040				
4/1/2041				
4/1/2042				
4/1/2043				
4/1/2044				
4/1/2045				
4/1/2046				
4/1/2047				

* Preliminary; subject to change.

** CUSIP data contained herein is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP numbers have been assigned by an independent company not affiliated with the University or the Underwriter, and are included solely for the convenience of the holders of the 2022A Bonds. Neither the University nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2022A Bonds or as indicated above.

THE IDAHO STATE BOARD OF EDUCATION

AND BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY

Kurt Liebich, President
Linda Clark, Secretary
Shawn Keough
Cindy Siddoway

David Hill, Vice President
Cally J. Roach
Sherri Ybarra
William G. Gilbert, Jr.

Matt Freeman—Executive Director

UNIVERSITY OFFICIALS

Marlene Tromp, Ph.D.—President

John Buckwalter, Ph.D.— Provost
and Vice President for Academic Affairs

Alicia Estey, JD, MPH—Vice President for
University Affairs and Chief of Staff

Mark J. Heil, CPA – Vice President and Chief
Financial Officer and Bursar

Ed Whipple, Ph.D.— Interim Vice President for
Student Affairs and Enrollment Management

Nancy Glenn, Ph.D.—Interim Vice President
for Research and Economic Development

Matthew Ewing —Vice President for University
Advancement

Matt Wilde, General Counsel

UNDERWRITER

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APPENDIX A– Audited Financial Statements of the University for the Fiscal Years Ended June 30, 2021 and 2020

APPENDIX B – Estimated Schedule of Student Fees

APPENDIX C – Glossary of Terms Used in the Resolution and Official Statement

APPENDIX D – Summary of Certain Provisions of the Resolution

APPENDIX E – Proposed Form of Continuing Disclosure Undertaking

APPENDIX F – Proposed Form of Opinion of Bond Counsel

APPENDIX G – Book Entry Only System

GENERAL INFORMATION

No dealer, broker, salesperson or other person has been authorized by the Board (as hereafter defined), the University or Barclays Capital Inc. (the “*Underwriter*”) to give any information or to make any representations with respect to the 2022A Bonds, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the 2022A Bonds, nor shall there be any sale of the 2022A Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

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

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the 2022A Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

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

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

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

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

PRELIMINARY OFFICIAL STATEMENT

BOISE STATE UNIVERSITY

\$150,000,000*

GENERAL REVENUE REFUNDING BONDS, SERIES
2022A (TAXABLE)

INTRODUCTION

GENERAL

This Official Statement, including the cover page, the inside cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the \$150,000,000* Boise State University General Revenue Refunding Bonds, Series 2022A (Taxable) (the “2022A Bonds”).

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

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

BOISE STATE UNIVERSITY

Boise State University (the “*University*”) is a publicly supported, multi-disciplinary institution of higher education located in Boise, Idaho. The University has the largest student enrollment of any university in the State of Idaho (the “*State*”), with an official Fall 2021 enrollment of 25,829 students (based on headcount, with full-time-equivalent enrollment of 17,640) as of the October 15, 2021 census date. The State Board of Education serves as the Board of Trustees (the “*Board*”), the governing body of the University. In January 2019, the Carnegie Classification of Institutions of Higher Education classified the University as a Doctoral Research University with “high research activity.”

AUTHORIZATION FOR AND PURPOSE OF THE 2022A BONDS

The 2022A Bonds are being issued pursuant to and in compliance with Title 33, Chapter 38, Idaho Code, as amended, and Title 57, Chapter 5, Idaho Code, as amended, and a resolution adopted by the Board on September 17, 1992, as previously supplemented and amended (the “*Master Resolution*”), and as further supplemented by a resolution expected to be adopted by the Board on April 20, 2022 authorizing the issuance of the 2022A Bonds (collectively with the Master Resolution, the “*Resolution*”).

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the “*Outstanding Bonds*”), which as of January 1, 2022, were outstanding in the principal amount of \$219,805,000. The 2022A Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution are referred to herein as the “Bonds” or the “General Revenue Bonds.” See “DEBT SERVICE REQUIREMENTS” and “FINANCIAL INFORMATION REGARDING THE UNIVERSITY–Outstanding Debt.”

The proceeds of the 2022A Bonds will be used (i) to advance refund, on a taxable basis, all or a portion of the University’s General Revenue Refunding Bonds, Series 2015A (the “*2015A Bonds*”), which were issued on April 30, 2015 in the aggregate principal amount of \$31,210,000; (ii) to advance refund, on a taxable basis, all or a portion of the University’s General Revenue Refunding Bonds, Series 2016A (the “*2016A Bonds*”), which were issued on April 27, 2016 in the aggregate principal amount of \$66,145,000; (iii) to advance refund, on a taxable basis, all or a portion of the University’s General Revenue Project and Refunding Bonds, Series 2017A, which were issued on January 26, 2017 in the aggregate principal amount of \$67,860,000 (the “*2017A Bonds*”); and (iv) to pay costs of issuing the 2022A Bonds.

The refinancing of certain of the 2015A Bonds, 2016A Bonds and 2017A Bonds is referred to herein as the “Refunding Project.” See “SOURCES AND USES OF FUNDS” herein.

SECURITY FOR THE 2022A BONDS

The 2022A Bonds are secured by Pledged Revenues on parity with the other Bonds. Pledged Revenues include (i) Student Fees; (ii) Sales and Service Revenues; (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the “*F&A Recovery Revenues*”); (iv) various revenues generated from miscellaneous sources, including non-auxiliary advertising, vending in non-auxiliary buildings, postage and printing (the “*Other Operating Revenues*”); (v) unrestricted income generated on investments of moneys in all funds and accounts of the University (the “*Investment Income*”), and (vi) other revenues the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues. “Revenues Available for Debt Service” means (a) revenues described in clauses (i), (iii), (iv), (v), and (vi) above and (b) revenues described in clause (ii) above less Operation and Maintenance Expenses of the Auxiliary Enterprises.

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year. See “SECURITY FOR THE 2022A BONDS–Rate Covenant.”

ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on parity with the 2022A Bonds, and its other parity Outstanding Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See “SECURITY FOR THE 2022A BONDS–Additional Bonds.”

TAX MATTERS

In the opinion of Bond Counsel, interest on the 2022A Bonds is included in gross income pursuant to the Tax Code and is included in gross income for purposes of income taxation by the State of Idaho. See “TAX MATTERS.”

THE 2022A BONDS

DESCRIPTION OF THE 2022A BONDS

The 2022A Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The 2022A Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the 2022A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2022. Interest on the 2022A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Bank of New York Mellon Trust Company, N.A., is the trustee and paying agent for the 2022A Bonds (the “Trustee”).

The 2022A Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of \$5,000 or any integral multiple thereof.

BOOK-ENTRY SYSTEM

The Depository Trust Company, New York, New York (“DTC”), will act as initial securities depository for the 2022A Bonds. The ownership of one fully registered 2022A Bond for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede and Co., as nominee for DTC. For so long as the 2022A Bonds remain in a “book-entry only” transfer system, the Trustee will make payments of principal and interest only to DTC, which in turn is obligated to remit such payments to its participants for subsequent disbursement to Beneficial Owners of the 2022A Bonds.

Payment of interest on the 2022A Bonds will be made by wire transfer to the Registered Owner (initially, Cede & Co., as nominee of DTC) as of the close of business on the 15th day of the calendar month next preceding the interest payment date (the “Record Date”), except that, if and to the extent that there is a default in the payment of the interest due on any interest payment date, such defaulted interest will be paid to the Registered Owner in whose name any such 2022A Bond is registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

See Appendix G for additional information. As indicated therein, certain information in Appendix G has been provided by DTC. The University makes no representation as to the accuracy or completeness of the information in Appendix G provided by DTC. Purchasers of the 2022A Bonds should confirm this information with DTC or its participants.

REDEMPTION AND OPEN MARKET PURCHASE

Optional Redemption. The 2022A Bonds maturing on or after April 1, 2033 are subject to optional redemption at the election of the University at any time on or after April 1, 2032 (the “Par Call Date”), in whole or in part, with 2022A Bonds selected for redemption based on a “Pro Rata Pass-Through Distributions of Principal” basis, as described below. Such optional redemption of the 2022A Bonds shall be at a price of 100% of the principal amount of the 2022A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.

Make-Whole Redemption. Prior to the Par Call Date, the 2022A Bonds will be subject to optional redemption prior to maturity, at the election of the University, in whole or in part, with 2022A Bonds selected for redemption based on a Pro Rata Pass-Through Distributions of Principal, subject to the provisions described below under “Selection for Redemption”, on any Business Day, in such order of maturity as directed by the University, at the Make-Whole Redemption Price. The University shall retain an independent accounting firm or an independent financial advisor to determine the Make-Whole Redemption Price, perform all actions, and make all calculations required to determine the Make-Whole Redemption Price. The Trustee and the University may conclusively rely on such accounting firm’s or financial advisor’s calculations in connection with, and its determination of, the Make-Whole Redemption Price, and neither the Trustee nor the University will have any liability for their reliance. The determination of the Make-Whole Redemption Price by such accounting firm or financial advisor shall be conclusive and binding on the Trustee, the University, and the holders of the 2022A Bonds.

“Business Day” means any day other than (A) a Saturday or Sunday or legal holiday or a day on which banking institutions in the city or cities in which the Principal Office for Payment of the Trustee is located are authorized by law or executive order to close or (B) a day on which the New York Stock Exchange is closed.

“Comparable Treasury Issue” means the United States Treasury security or securities selected by a Designated Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the 2022A Bonds to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such 2022A Bonds.

“Comparable Treasury Price” means, with respect to any redemption date, the average of the Primary Treasury Dealer Quotations for such redemption date or, if the Designated Investment Banker obtains only one Primary Treasury Dealer Quotation, such Primary Treasury Dealer Quotation.

“Designated Investment Banker” means a Primary Treasury Dealer appointed by the Board.

“Make-Whole Redemption Price” means the greater of (i) 100% of the principal amount of a 2022A Bond to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest (treating any principal scheduled to be paid after the first call date as if it were scheduled to mature on the Par Call Date) of the 2022A Bond to be redeemed (not including any portion of those payments of interest accrued and unpaid as of the date on which such 2022A Bond is to be redeemed), discounted to the date on which such Bond is to be redeemed

on a semi-annual basis assuming a 360-day year consisting of twelve 30-day months at the adjusted Treasury Rate plus _____ (___) basis points, plus, in each case, accrued and unpaid interest on such 2022A Bond to, but excluding, the redemption date.

“Primary Treasury Dealer” means one or more entities appointed by the Board, which, in each case, is a primary U.S. Government securities dealer in The City of New York, New York, and its successors.

“Primary Treasury Dealer Quotations” means, with respect to each Primary Treasury Dealer and any redemption date, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Primary Treasury Dealer at 3:30 p.m. New York time on the third Business Day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

[Mandatory Sinking Fund Redemption. The 2022A Bonds maturing on April 1, _____ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the 2022A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:

APRIL 1
OF THE YEAR

MANDATORY
REDEMPTION AMOUNT

\$

*

* Stated Maturity.]

Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the 2022A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2022A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2022A Bonds, unless upon the giving of such notice such 2022A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2022A Bonds to be redeemed, and that if such money shall not have been so

received, the notice shall be of no force and effect and the University shall not be required to redeem such 2022A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Selection for Redemption. If less than all of the 2022A Bonds are to be redeemed, the particular maturities of such 2022A Bonds or portions thereof to be redeemed shall be selected on a “Pro Rata Pass-Through Distributions of Principal” basis in accordance with DTC procedures, provided that, so long as the 2022A Bonds are held in book-entry form, the selection for redemption of such 2022A Bonds shall be made in accordance with the operational arrangements of DTC then in effect that currently provide for adjustment of the principal by a factor provided by the Trustee pursuant to DTC operational arrangements. If the Trustee does not provide the necessary information and identify the redemption as on a Pro Rata Pass-Through Distributions of Principal basis or if DTC’s operational arrangements no longer provide for selection on a pro rata basis, the 2022A Bonds will be selected for redemption in accordance with DTC procedures by lot. If the 2022A Bonds are no longer held by DTC, they shall be selected for redemption on a pro rata basis.

Effect of Redemption. When called for redemption as described above, the 2022A Bonds will cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such 2022A Bonds will not be deemed to be Outstanding as of such redemption date.

Open Market Purchase. The University has reserved the right to purchase the 2022A Bonds on the open market at a price equal to or less than par. In the event the University purchased the 2022A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the 2022A Bonds so purchased are to be credited at the par amount thereof against the Debt Service requirement next becoming due. In the event the University purchases term 2022A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the term 2022A Bonds so purchases are to be credited against the Mandatory Redemption Amounts next becoming due. All 2022A Bonds so purchased are to be cancelled.

SECURITY FOR THE 2022A BONDS

GENERAL

The 2022A Bonds are secured by Pledged Revenues on parity with all Bonds previously issued and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

- (i) Student Fees;
- (ii) Sales and Services Revenues;
- (iii) F&A Recovery Revenues;
- (iv) Other Operating Revenues;

- (v) Investment Income; and
- (vi) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see “PLEDGED REVENUES” below. For the amounts of Pledged Revenues in recent years, see “HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE” below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude Restricted Fund Revenues, including restricted gift and grant revenues. See “FINANCIAL INFORMATION REGARDING THE UNIVERSITY” AND “APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020.”

PLEDGED REVENUES

Student Fees. The University assesses and collects a variety of fees from students enrolled at the University. Board approval for most of these student fees is required, but the Board has delegated approval of certain student fees to the University President. The Board may assess fees at any time during the year, and has authority to establish the fees unilaterally, without review or approval by the students, the State, or any other governmental or regulatory body. In practice, however, the Board sets Board-approved student fees annually. Prior to the Board meeting at which fees are set, public hearings concerning the fees are held and student participation is actively solicited. Board-approved “Student Fees” include (i) Tuition Fees, (ii) Facilities Fees, (iii) Technology Fees, (iv) Activities Fees, (v) Graduate/Professional Fees, (vi) Western Undergraduate Exchange Fees, and (vii) Non-Resident Tuition Fees, and other charges and fees as more fully described in the attached Schedule of Student Fees for Fiscal Year 2022. See “APPENDIX B—ESTIMATED SCHEDULE OF STUDENT FEES.”

The revenues derived from Student Fees for Fiscal Year 2020 and Fiscal Year 2021 were approximately \$198,262,256 and \$200,760,211, respectively.

In December 2019, in an effort to demonstrate a commitment to maintaining affordable higher education for Idahoans, the Presidents of Idaho’s public, four-year higher education institutions announced to the Board and the public their agreement not to seek a tuition increase for resident undergraduate students for the 2020-2021 academic year. In April 2021, the Board voted again to hold fees steady for resident undergraduate students in the 2021-2022 academic year, and adopted only a modest increase in non-resident undergraduate fees.

Undergraduate Idaho resident and non-Idaho resident tuition and fee rates have not been raised since Fiscal Year 2020. These rates generated income of \$149,820,343 and \$150,482,661 for Fiscal Year 2020 and Fiscal Year 2021, respectively. For Fiscal Year 2022, the annual tuition and student fees assessed against full-time undergraduate students remained at \$4,030 (Idaho residents) and \$12,490 (non-Idaho residents).

See “APPENDIX B — ESTIMATED SCHEDULE OF STUDENT FEES” for a list of Student Fees assessed.

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

The Coronavirus Disease 2019 ("COVID-19") resulted in many cancelled events and services across campus during Fiscal Years 2020 and 2021 impacting Sales and Services Revenues, generating approximately \$8 million less revenues for Fiscal Year 2020 compared to Fiscal Year 2019, and another \$21.7 million less revenues for Fiscal Year 2021. See "CORONAVIRUS DISEASE 2019 – Budget and Revenue Effects" below for further discussion.

Sales and Services Revenues for Fiscal Year 2020 and Fiscal Year 2021 were \$64,646,510 and \$42,746,744, respectively. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

Facilities and Administrative Recovery Revenues. A portion of funds received each year for University activity sponsored by the private sector, the State or the federal government ("Sponsored Activity") is provided to pay the direct costs of the Sponsored Activity, such as salaries for scientists and material and labor used to perform research projects. F&A Recovery Revenues make up the balance granted and are used to pay facilities administrative costs, which encompass spending by the University on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs associated with Sponsored Activity. Unlike the revenues for direct costs of Sponsored Activity, F&A Recovery Revenues are not restricted and are included in Pledged Revenues. F&A Recovery Revenues for Fiscal Year 2020 and Fiscal Year 2021 were \$8,107,750 and \$9,934,538, respectively.

The University has focused on expanding Sponsored Activity. Federally funded grants and contracts expenditures for Fiscal Year 2020 and Fiscal Year 2021 were \$40,464,905 and \$46,090,662, respectively, which is an increase of \$5,625,727. Non-federally funded grants and contracts for Fiscal Year 2020 and Fiscal Year 2021 were \$9,504,525 and \$11,559,851, respectively.

Other Operating Revenues. The University receives other miscellaneous revenues in the course of its operations. Examples of Other Operating Revenues include revenues generated through certain non-auxiliary advertising, vending machines in non-auxiliary facilities, and postage and printing services. Other Operating Revenues for Fiscal Year 2020 and Fiscal Year 2021 were \$1,395,970 and \$1,425,149, respectively. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY."

Investment Income. Investment Income included in Pledged Revenues includes all unrestricted investment income. Investment Income included in Pledged Revenues for Fiscal Year 2020 and Fiscal Year 2021 was \$3,541,068 and \$1,385,811, respectively. The Fiscal Year 2021 decrease in Investment Income is due to the current interest rate environment lowering the yield on the University's working capital and investment portfolio. See "APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE

The following table shows the Pledged Revenues and the Revenues Available for Debt Service for Fiscal Years 2017 through 2021. As described under "DEBT SERVICE REQUIREMENTS," the University estimates that the maximum annual debt service on the Bonds upon the issuance of the 2022A Bonds will be approximately \$_____ million.*

	2017	2018	2019	2020	2021
Student Fees	\$158,654,927	\$168,637,987	\$182,232,202	\$198,262,256	\$200,760,211
Sales and Services Revenues ¹	63,836,124	67,793,810	72,301,981	64,646,510	42,746,744
F&A Recovery Revenues	6,903,073	6,064,234	7,145,014	8,107,750	9,934,538
Other Operating Revenues ¹	5,393,729	1,705,899	1,099,335	1,395,970	1,425,149
Investment Income	1,286,147	2,586,004	4,152,453	3,541,068	1,385,811
TOTAL	\$ 236,074,000	\$246,787,934	\$266,930,985	\$275,953,554	\$256,252,453
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(65,109,847)	(77,481,060) ²	(75,270,328)	(74,189,656)	(62,938,076)
Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises)	\$170,964,153	\$169,306,874	\$191,660,657	\$201,763,898	\$193,314,377

¹ Reclassification of revenues between Sales and Services Revenues and Other Operating Revenues is reflected in Fiscal Years 2018, 2019, 2020 and 2021. The reclassification was not made to Fiscal Year 2017 to allow that year to continue to reflect what is in the University's audited financial statements for the respective year. The decline in Fiscal Year 2020 was due to the impacts of COVID-19. See "CORONAVIRUS DISEASE 2019 – BUDGET AND REVENUE EFFECTS."

² Large increase in expenses due to accounting changes for event services and opening of new housing and dining facility in Fiscal Year 2018.

FLOW OF FUNDS

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

* Preliminary, subject to change.

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

RATE COVENANT

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

ADDITIONAL BONDS

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

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

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

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

the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the 2022A Bonds or the Outstanding Bonds.

THE REFUNDING PROJECT

The University is pursuing the Refunding Project for debt service savings and to taxably restructure bonds to alleviate tax-exempt compliance requirements. A portion of the proceeds of the 2022A Bonds will be used to advance refund, on a taxable basis, all or a portion of the 2015A Bonds maturing on the dates shown below (the “*2015A Refunded Bonds*”), to advance refund, on a taxable basis, all or a portion of the 2016A Bonds on the dates shown below (the “*2016A Refunded Bonds*”) and to advance refund, on a taxable basis, all or a portion of the 2017A Bonds on the dates shown below (the “*2017A Refunded Bonds* and together with 2015A Refunded Bonds and the 2016A Refunded Bonds, collectively, the “*Refunded Bonds*”).

A portion of the proceeds of the 2022A Bonds will be irrevocably deposited in the respective escrow account, or subaccounts thereunder, to be held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “*Escrow Agent*”) as created under and directed by the Escrow Agreement dated the date of delivery of the 2022A Bonds between the University and the Escrow Agent (the “*Escrow Agreement*”), to refund the Refunded Bonds. Such amounts will be used to provide cash and purchase direct obligations of the United States that are sufficient to pay the interest on the Refunded Bonds as the same falls due and the redemption price of, and accrued interest on, the Refunded Bonds on their respective redemption date. See “SOURCES AND USES OF FUNDS.”

The 2015A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, may be called for redemption, in the event such call would result in net present value savings in accordance with the Resolution, on April 1, 2025, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

<u>April 1</u> <u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2026	\$ 1,970,000	5.000 %
2027	2,075,000	5.000
2028	2,170,000	5.000
2029	2,280,000	5.000
2030	1,395,000	5.000
2031	1,470,000	5.000
2032	1,535,000	5.000
2033	1,615,000	5.000
2034	1,695,000	5.000
2037*	4,840,000	3.625

* Term bond stated maturity

The 2016A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, may be called for redemption, in the event such call would result in net present value savings in accordance with the Resolution on April 1, 2026, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

<u>April 1</u> <u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2027	\$ 2,075,000	5.000%
2028	2,180,000	3.000
2029	2,240,000	3.000
2030	3,515,000	5.000
2031	3,700,000	5.000
2032	3,940,000	5.000
2033	4,260,000	5.000
2036*	15,330,000	3.000
2039*	8,880,000	3.125

The 2017A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, may be called for redemption, in the event such call would result in net present value savings in accordance with the Resolution, on April 1, 2027, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

<u>April 1</u> <u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2028	\$2,435,000	5.000%
2029	2,565,000	5.000
2030	2,685,000	5.000
2031	2,820,000	5.000
2032	3,020,000	5.000
2033	3,275,000	5.000
2034	3,795,000	5.000
2035	4,105,000	5.000
2036	4,310,000	5.000
2037	4,525,000	5.000
2042*	6,355,000	3.625
2047*	7,810,000	5.000

* Term bond stated maturity

SOURCES AND USES OF FUNDS

The sources and uses of funds with respect to the 2022A Bonds are estimated to be as follows:

SOURCES:	
Principal Amount of 2022A Bonds	\$ _____
Original Issue Premium of 2022A Bonds	_____
TOTAL	\$ _____
USES:	
Refunding 2015A Refunded Bonds	\$ _____
Refunding 2016A Refunded Bonds	_____
Refunding 2017A Refunded Bonds	_____
Costs of Issuance*	_____
TOTAL	\$ _____

* Includes legal, rating agency, trustee, paying agent, and municipal advisor fees and underwriter's discount.

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DEBT SERVICE REQUIREMENTS

The following table shows the debt service requirements for the Outstanding Bonds and the 2022A Bonds.

FISCAL YEAR ENDING 6/30	<u>OUTSTANDING BONDS¹</u>	<u>2022A BONDS</u>		<u>TOTAL</u>
		<u>PRINCIPAL</u> *	<u>INTEREST</u>	
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____

* Preliminary, subject to change.

¹ Does not reflect those bonds being refunded with the proceeds of the 2022A Bonds, which will be updated and reflected in the Official Statement.

THE UNIVERSITY

The main campus is located in Boise, Idaho, with convenient access to the governmental institutions and commercial and cultural amenities located in the capital city. The Boise City-Nampa metropolitan area has an estimated population of 749,202. As of June 30, 2021, the University employed approximately 4,765 faculty and staff (including 1,279 student employees).

The University administers baccalaureate, masters, and doctoral programs through seven academic colleges - Arts and Sciences, Business and Economics, Education, Engineering, Graduate Studies, Health Sciences, and Innovation and Design. More than 5,162 students graduated from the University in academic year 2020-2021, including 50 doctoral candidates.

The University was officially classified a doctoral research institution by the Carnegie Classification of Institutions of Higher Education in 2016 and in 2019 the University was further classified as having “high research activity,” which is the second highest classification for doctorate-granting universities. The University is home to 27 research centers and institutes, including the Center for Health Policy, the Public Policy Research Center, the Raptor Research Center, and the Center for Multicultural Educational Opportunities.

Student athletes compete in NCAA intercollegiate athletics at the Division I-A level on 16 men’s and women’s teams in 10 sports. The University eliminated three sports programs in academic year 2020. The University also hosts National Public Radio, Public Radio International, and American Public Radio on the Boise State Radio Network, which broadcasts in southern Idaho, western Oregon and northern Nevada on a network of 18 stations and translators.

Full accreditation has been awarded by the Northwest Commission on Colleges and Universities through 2026, and a number of the University’s academic programs have also obtained specialized accreditation.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

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

**BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY
AND STATE BOARD OF EDUCATION**

NAME	RESIDENCE	OCCUPATION	TERM EXPIRES JUNE
Kurt Liebich (President)	Preston	Chairman/CEO RedBuilt LLC/New Wood Resources LLC	2024
David Hill (Vice President)	Boise	Retired Deputy Director at ID National Laboratory	2022
Linda Clark (Secretary)	Meridian	Retired Superintendent	2026
William G. Gilbert, Jr	Boise	Co-Founder of Caprock	2026
Shawn Keough	Sandpoint	Executive Director- Associated Logging Contractors	2024
Cally J. Roach	Fairfield	Retired V.P. of Corporate Relations – Clear Springs Foods	2023
Cindy Siddoway	Terreton	Owner of Sheep Ranch and Elk/Bison Hunting Preserve	2025
Sherri Ybarra *	Mountain Home	Superintendent of Public Instruction	Elected

* Ms. Ybarra was re-elected State Superintendent of Public Instruction in 2018 for a four year term ending January 1, 2023.

The State Board of Education has an approximately 27 member, full time professional staff headed by Matt Freeman, Executive Director. His appointment became effective in 2015.

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

Marlene Tromp, Ph.D. – President. The Idaho State Board of Education appointed Dr. Tromp as the seventh President of the University beginning July 1, 2019. Previously, Dr. Tromp was the Campus Provost and Executive Vice Chancellor at the University of California at Santa Cruz. Prior to joining the University of California system, she was Dean of Arizona State University’s College of Interdisciplinary Arts and Sciences. She holds a doctorate in English from the University of Florida, a master’s degree in English from the University of Wyoming and a bachelor’s degree in English from Creighton University. Dr. Tromp is a first generation college graduate from Wyoming committed to supporting students, staff and faculty, in their endeavor to serve and advance the state of Idaho and helping the University foster research excellence to increase discovery for its students and the world.

John Buckwalter, Ph.D. – Provost and Vice President for Academic Affairs. Dr. Buckwalter was appointed as the Provost and Vice President for Academic Affairs in May 2021. Prior to joining the University, he served as Dean of the College of Health and Human Sciences at Kansas State University, as well as a professor in the Department of Kinesiology. Prior to joining Kansas State University in 2013, Dr. Buckwalter spent six years as Chair of the Department of Kinesiology and then as the Associate Dean for Research and Graduate Studies in the College of Education and Health Professions. Dr. Buckwalter holds a doctorate and a master’s degree in kinesiology, both from the University of Arkansas at Fayetteville. He also holds bachelor’s degrees in Spanish and Health and Physical Education from Centenary College in Shreveport, Louisiana. Dr. Buckwalter is a fellow in the American Physiological Society and the American College of Sports Medicine.

Alicia Estey, JD, MPH – Vice President for University Affairs and Chief of Staff. Ms. Estey was named Vice President for University Affairs and Chief of Staff in November 2019. She joined Boise State in 2006 as the Special Assistant to the Vice President for Finance and Administration and has held several positions since, including Director of Regulatory Compliance, Director of Tax Compliance, and Executive Director of Institutional Compliance and Ethics. Prior to her arrival at Boise State, Ms. Estey worked in tax at the J.R. Simplot Company. She holds a BBA in Accountancy from Boise State, a Master's in Public Health from the University of Massachusetts, Amherst, and a Juris Doctor from the University of Idaho.

Matthew Ewing –Vice President for University Advancement. Mr. Ewing was named Vice President for University Advancement effective January 2020. Prior to joining the University, Mr. Ewing served as the Vice President for Development and Chief Executive Officer of the Foundation at Cal Poly, San Luis Obispo. Mr. Ewing previously served as a former Associate Vice President for Development for the University, where he led fundraising efforts for the University's top philanthropic priorities, including a three-year scholarship campaign that raised more than \$52.2 million. Mr. Ewing also spent eight years in a variety of leadership and fundraising positions for the Indiana University Foundation. He earned his master's degree in kinesiology and his bachelor's degree in economics and political science, both from Indiana University. Mr. Ewing also graduated from the University of Notre Dame Mendoza College of Business' executive management program and was recognized in EverTrue's inaugural class of 40 Fundraisers Under 40.

Nancy Glenn, Ph.D. – Interim Vice President for Research and Economic Development. Dr. Glenn was appointed Interim Vice President for Research and Economic Development in 2021 and has served the University since 2013. Various leadership roles, including director, department chair, Federal Relations Liaison, and a joint appointment with the Department of Energy have provided Dr. Glenn with a strong understanding of how universities and agencies operate across multiple divisions. Dr. Glenn earned her bachelor's degree in geological engineering from University of Nevada, Reno, her master's degree in Civil Engineering from UC Berkeley, and her doctorate in Geo-Engineering from University of Nevada, Reno.

Mark J. Heil, CPA – Vice President and Chief Financial Officer and Bursar. Mr. Heil was appointed Vice President for Finance and Chief Financial Officer for the University in 2017. He has also served on the University's Department of Accounting Advisory Board for seventeen years and previously served on the Idaho State Board of Education Audit Committee for eight years. Prior to joining the University, Mr. Heil served as Vice President and Corporate Controller for Micron Technology, Inc. ("Micron"). Mr. Heil served as Micron's Corporate Controller for 15 years and worked in the business assurance group of PricewaterhouseCoopers prior to joining Micron. Earlier in his career, Mr. Heil worked in Branch Operations for a regional financial institution in southern Idaho. Mr. Heil is a graduate of Boise State University with a bachelor's degree in accounting and computer information systems. He holds a CPA license in the state of Idaho.

Edward G. Whipple, Ph.D. – Interim Vice President for Student Affairs and Enrollment Management. Dr. Whipple was appointed Interim Vice President for Student Affairs and Enrollment Management in 2021. Prior to joining the University, he served as Vice President for Student Affairs and Dean of Students at Willamette University from June 2016-May 2020. He previously served as Vice President for Student Affairs at Bowling Green State University and

Eastern Montana College (now Montana State University-Billings). Dr. Whipple holds a Ph.D. in College Student Services Administration from Oregon State University, a Master of Arts in Teaching from Northwestern University, and a Bachelor of Arts in English from Willamette University.

Matt Wilde J.D., – General Counsel. Mr. Wilde was named General Counsel in October 2015. Prior to holding such position, Mr. Wilde served as Deputy General Counsel for the Office of General Counsel, managing the day to day operations of the Office of General Counsel and the legal affairs of the University. Prior to joining the University in January 2013, Mr. Wilde served as Assistant City Attorney and Division Manager for the Boise City Council and Mayor’s Office, the Department of Aviation and Public Transportation, including the Boise Airport, and the City’s Department of Public Works. Mr. Wilde received his undergraduate degree in business administration from Pacific Lutheran University and his Juris Doctor from the University of Idaho.

CERTAIN UNIVERSITY FACILITIES

General. The University’s Boise campus includes approximately 5.91 million gross square feet of facilities, with approximately 200 buildings. The Boise campus is approximately 229 acres, including some parcels owned by university affiliate organizations such as the Boise State University Foundation, Inc. (the “Foundation”).

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

Public Private Partnership Housing Facilities. The University opened the Honors College and Sawtooth Hall in 2017, a 642 bed residential honors hall and additional first year housing. In addition to housing, the facility also includes offices, classrooms and food service. For Fiscal Years 2019, 2020, and 2021 the average fall semester occupancy rates were 94%, 97% and 100%, respectively. Together with the University’s other housing facilities, the facility closed in March 2020 due to COVID-19. The University and Greystar reached an agreement to refund residents for the remainder of the semester. The facility re-opened at full occupancy in Fall 2021.

The facility is a partnership with EDR Boise, LLC, a subsidiary of Greystar, formerly Educational Realty Trust (“EdR”). The University and Greystar entered into a 50 year ground lease to finance, construct, and operate the facility. The project was financed with 100% equity from EdR and no current or future debt may be issued against the project or Greystar’s leasehold interest. The food service component is owned and operated by the University, through its food service provider. Greystar owns the residential portion of the project, subject to the ground lease, pursuant to which Greystar pays ground rent to the University.

University Owned Housing Facilities. The housing facilities owned by the University currently consist of (i) seven residence hall complexes, and two suite-style buildings where each unit has a kitchen, (ii) one townhome development, (iii) four apartment complexes and (iv) two suite-style apartment buildings that house students from a fraternity and a sorority, respectively. The following occupancy rates for Fall 2020 and

2021 take into account a reduced number of beds due to COVID-19 social distancing protocols.

University Residence Halls and Townhomes. The University's owned residence halls, suites, and townhomes can accommodate approximately 2,009 students and offer a variety of amenities, including computer labs and in room high-speed internet connections; recreational and lounge space; laundry facilities; kitchen areas; and academic/study space. For Fiscal Years 2019, 2020, and 2021 the average fall semester occupancy rates for these complexes were 94%, 85% and 99%, respectively.

In conjunction with the opening of the Honors College and Sawtooth Hall in 2017, the University converted the John B. Barnes Towers (the "Towers"), a 300-bed residence hall complex to use for only overflow housing. However, due to increased demand in 2019, the University has made the Towers part of its active housing through Spring 2023, after which time use of the Towers will be reevaluated. The initial reclassification increased the bed count and consequently lowered overall occupancy rates, though the number of students in University complexes increased.

University Apartments. The University apartment complexes are available for students, including those with families, and provide over 200 apartments ranging in size from one bedroom to three bedrooms. For Fiscal Years 2019, 2020, and 2021 the average fall semester occupancy rates for the University's apartments were 95%, 75% and 93%, respectively.

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

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

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

ExtraMile Arena. ExtraMile Arena was constructed in 1982 and serves as the University's indoor sports and entertainment complex. In its basketball configuration,

the arena accommodates approximately 12,400 spectators. In addition to varsity sports contests, including the NCAA Basketball Tournament, it has been used for concerts, commencement ceremonies and other entertainment and community events, intramural activities and sports camps. The arena was remodeled during 2012, adding 36 upgraded restrooms.

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

The Morrison Center. The Velma V. Morrison Center, which opened in 1984, is an 183,885 square foot center for performing arts that includes a ten story stage-house and seating for 2,000. The Morrison Center brings a wide range of artistic performances to the Boise community and provides academic instruction space at the University. The Morrison Center has been regularly ranked in the Top Five University Theatres in the Pacific Northwest by Venues Magazine; in 2016 and 2017, it was ranked #2 in the nation. Mayor David Bieter also named it as a City of Boise cultural ambassador for 2017-2019, which as part of the recognition, had the Morrison Center acting as one of two of Boise's honorary representatives to the world.

Parking Facilities. The University operates and maintains 52 surface parking lots of varying sizes and two parking garage facilities with a total of approximately 2,656 spaces, for a total of approximately 7,832 parking spaces. The University has a comprehensive parking plan to ensure that the parking system is financially self-supporting.

STUDENT BODY

The University enrolls more students than any other public institution in Idaho. In addition to having students from every Idaho county, students from all 50 states and over 65 countries attend the University. The University enrolls large numbers of both traditional age students and working adults. The University's official Fall 2020 enrollment was 24,103 students (based on headcount, with full-time equivalent enrollment of 16,962) as of the October 15, 2020 census date, and the University's official Fall 2021 enrollment was 25,829 students (based on headcount, with full-time equivalent enrollment of 17,640) as of the October 15, 2021 census date. Fall 2021 enrollment reflects an increase from Fall 2020 of 1,726 students based on headcount, and 678 students based on full-time equivalent enrollment.

The University suspended the standardized test requirement when COVID-19 impacted access to most testing, and is keeping the suspension in place for the 2022-2023 academic year. Recruitment strategies also include enhanced merit-based and need-based scholarships and statewide campaigns to promote college matriculation. Specifically related to improving retention, the University is providing more flexibility in advising schedules and delivery methods, has assigned academic coaches to returning students, implemented enhanced tutoring programs for certain courses with high drop-out rates, and outlined other measures to identify students at risk.

ENROLLMENT AND GRADUATION STATISTICS
(Fall Semester)

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
ENROLLMENT					
Headcount	24,154	25,540	26,272	24,103	25,829
Full Time Equivalents	16,317	16,967	17,679	16,962	17,640
UNDERGRADUATE STUDENTS					
Full Time	12,477	12,787	13,104	12,973	13,270
Part Time	8,290	9,277	9,835	7,815	9,162
GRADUATE STUDENTS					
Full Time	1,068	1,108	1,185	1,248	1,285
Part Time	2,319	2,368	2,148	2,067	2,112
STUDENTS FROM IDAHO	74%	73%	71%	66%	66%
FIRST YEAR UNDERGRADUATES/TRANSFERS					
Applied	11,653	13,745	17,920	18,693	18,905
Admitted	9,784	11,122	13,986	14,530	15,752
Enrolled	4,080	4,197	4,323	4,210	4,615
ACT Mean Score	24	23	23	24	23
DEGREES CONFERRED	(2017-2018)	(2018-2019)	(2019-2020)	(2020-2021)	(2021-2022)⁽¹⁾
Associate	119	133	109	132	-
Bachelor	3,373	3,472	3,526	3,754	-
Master	919	861	954	1,075	-
Doctorate	32	45	53	50	-
Certificate*	496	581	621	704	-

⁽¹⁾ Not yet conferred.

* Includes undergraduate graduate certificates and post-undergraduate certificates.

EMPLOYEES

As of June 30, 2021, University had approximately 4,765 employees. Faculty and staff include approximately 1320 professional staff, 989 faculty and other academic appointments, and 1,177 classified employees. The University also employed approximately 1,279 students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring salary issues and other concerns to the attention of the University. The University considers relations with its employees to be good.

EMPLOYEE RETIREMENT BENEFITS

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

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

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("*PERSI Base Plan*"), the Firefighters' Retirement Fund and the Judges' Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers. Employees must be: (i) working 20 hours per week or more; (ii) teachers working a half-time contract or greater; or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. As of June 30, 2021, PERSI had 73,563 active members, 45,718 inactive members (of whom 14,539 are entitled to vested benefits), and 50,891 retired members or annuitants. In addition, as of June 30, 2020, there were 819 participating employers in the PERSI Base Plan and total membership in PERSI was 165,175.

The net position for all pension and other funds administered by PERSI increased \$5.0 billion during Fiscal Year 2021 and increased \$0.2 billion during Fiscal Year 2020. The change in the defined benefit plans reflects the total of contributions received and an investment return less benefits paid and administrative expenses. All of the plans experienced investment gains in Fiscal Year 2021 as a result of positive market performance. Net investment income for all of the funds administered by PERSI for Fiscal Year 2021 and Fiscal Year 2020 was \$5.3 billion and \$0.5 billion, respectively.

Based on the July 1, 2021 actuarial valuation, PERSI's unfunded actuarial accrued liability decreased by \$2,384.20 million, resulting in a change in funding status from an 87.7% funding ratio on July 1, 2020 to 99.8% on June 30, 2021. The funding ratio is the ratio of the actuarial value of the assets over the value of the actuarial accrued liability. The higher the funding ratio, the better the plan is funded.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI's inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial accrued liability ("*UAAL*") be 25 years or less, the PERSI Board must annually analyze contribution rates. The current contribution rates, as listed below, are adequate to amortize the normal cost and UAAL balance over the required 25-year period.

Contribution Rates

<u>Member</u>		<u>Employer</u>	
<u>General/ Teacher</u>	<u>Fire/ Police</u>	<u>General/ Teacher</u>	<u>Fire/ Police</u>
7.16%	8.81%	11.94%	12.28%

Source: Financial Statements June 30, 2021 Public Employee Retirement System of Idaho

The most recent major experience study, completed in June 2018, covered the period July 1, 2011 through June 30 2017. The next major PERSI experience study is to be completed in 2022 and will cover the period of July 1, 2017 through June 30, 2021.

The University's required and paid contributions to PERSI for Fiscal Year 2020 and Fiscal Year 2021 were \$3,724,444 and \$3,605,855, respectively. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by State law.

Under Governmental Accounting Standards Board ("GASB") Statement No. 68, the University is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. The University recorded a net pension liability as of June 30, 2020 of \$10,044,590 and \$20,341,665 as of June 30, 2021, representing its proportionate share of net pension liability under PERSI. The increase to the University's net pension liability for Fiscal Year 2021 is due to the increase in the overall PERSI net pension liability, as a result of investment returns net of expenses finishing at 2.65%, 4.35% less than the assumed rate of 7.0%. This difference between assumed and actual returns resulted in an overall increase in liability, resulting in proportional increases for all PERSI participants.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at, www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2021, and therefore the information is from a source not within the University's control.

ORP. Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in ORP, and faculty and staff hired before that date were offered a one-time opportunity in 1990 to withdraw from PERSI and join ORP. ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by Teacher's Insurance Annuity Association and Variable Annuity Life Insurance Corporation.

Employee contribution requirements for ORP are based on a percentage of total payroll. Employer contributions are determined by the State of Idaho. The University's required and paid contributions to ORP for Fiscal Year 2020 and Fiscal Year 2021 were \$13,919,000 and \$13,841,000, respectively. The University has no additional obligation to fund ORP benefits once it makes the required contributions at the applicable rate. The University has made all contributions it is required to make to ORP to date.

For additional information concerning the University's pension benefits, see Note 10 of "Appendix A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

OPEB. The University participates in other multiple-employer defined benefit post-employment benefit plans relating to health and disability for retired or disabled employees that are administered by the State of Idaho, as agent, as well as a single-employer defined benefit life insurance plan. Idaho Code establishes the benefits and contribution obligations relating to these plans. The University funds these benefits on a pay-as-you-go basis, which the University has continued to make on a timely basis: the University has not set aside any assets to pay future benefits under such plans. At June 30, 2021, the University's reported \$31,700,000 as its proportionate share of the total OPEB liability. For additional information concerning post-retirement benefits other than pensions, see Note 11 of "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

INSURANCE

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

FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the "*Legislature*"), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are included in Pledged Revenues. The following describes revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See "SECURITY FOR THE 2022A BONDS."

STATE APPROPRIATIONS

Legislatively-approved State appropriations represent approximately 24% of the University's total annual revenues for Fiscal Year 2022. Such revenues are not included as Pledged Revenues. The Legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year beginning the following July 1. The Legislature may also make adjustments to budgets and appropriations for the fiscal year during which the Legislature is meeting.

If, in the course of a fiscal year, the Governor determines that the expenditures authorized by the Legislature for the current fiscal year exceed anticipated revenues expected to be available to meet those expenditures, the Governor, by executive order, may reduce ("*Holdback*") the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State, and the Governor may request that the Board of Examiners approve a reversion ("*Reversion*") which would make the temporary Holdback permanent and return appropriations to the General Fund.

For Fiscal Year 2021, the Governor recommended, and the Legislature approved, a permanent 2% General Fund reduction to the University's appropriation, resulting in a base budget reduction of \$2,104,000 to the University. On March 27, 2020, the Governor advised State agencies to develop plans for a one-time 5% Holdback for Fiscal Year 2021 (the "*FY2021 Holdback*") in response to the expected revenue effects of COVID-19. The FY2021 Holdback was confirmed and resulted in an additional \$5,379,000 one-time reduction to the University's budget. The FY2021 Holdback did not reduce the budget for Fiscal Year 2022 and State appropriations as shown below reflect increases above original Fiscal Year 2021 appropriation, pre-FY2021 Holdback.

For Fiscal Year 2022, as part of its appropriations bill for colleges and universities, the Legislature, unrelated to COVID-19, included a \$2,500,000 reduction in General Fund appropriations to remove State support for social justice programming at the State's higher education institutions, which resulted in an approximately \$1,500,000 reduction to the University.

The table below sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University for the fiscal years shown.

State General Fund Appropriations

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021⁴</u>	<u>2022</u>
Colleges and Universities ¹	\$287,053,200	\$295,763,200	\$306,030,600	\$306,852,800	\$313,109,200
Boise State University ^{2, 3}	\$ 96,212,300	\$ 99,811,800	\$ 105,196,800	\$ 107,580,200	\$109,688,200
Percentage Increase (Decrease) over prior year for the University	3.5%	3.7%	5.4%	2.3%	2.0%

¹ Source: Sine Die Report for the respective legislative years.

² Source: Legislative appropriations bills for the respective legislative years: 2017 Legislature Senate Bill No. 1152, 2018 Legislature Senate Bill 1344, 2019 Legislature House Bill 267, 2020 Legislature House Bill 644, 2021 Legislature House Bill 387.

³ Amounts do not tie to University's audited financial statements due to adjustments during the respective fiscal years.

⁴ Does not reflect the Fiscal Year 2021 Holdback described above.

GRANTS AND CONTRACTS

Through various grant and contract programs, the United States government and various other public and private sponsoring agencies, provide a substantial percentage of the University's current revenues. The use of such funds is usually restricted to specific projects and is not included in the appropriated budget for the University. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these grants and contracts. For Fiscal Year 2021, total grants and contracts were \$57,650,513. This amount includes \$8,928,423 of F&A Recovery Revenues included in Pledged Revenues, which consist of revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University. The

University also received \$1,006,115 in pledged F&A Recovery on Federal Grant Aid Revenue, non-sponsored pandemic aid. See “SECURITY FOR THE 2022A BONDS–Pledged Revenues–Facilities and Administrative Recovery Revenues” and “Historical Revenues Available for Debt Service” above. The University also received \$20,093,950 in federal Pell Grants for the 2020-2021 academic year. The following table displays federally funded expenditures, for each of the last five fiscal years:

GRANTS AND CONTRACTS EXPENDITURES
(in 000s)*

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Federal	\$31,613	\$36,121	\$37,525	\$40,465	\$46,091
Non Federal	\$ 7,689	\$ 8,043	\$ 9,511	\$9,504	\$11,560
Total	\$39,302	\$44,164	\$47,036	\$49,969	\$57,651

*Excludes Federal financial aid.

Pledged Revenues do not include Restricted Fund Revenues, which consist of revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships.

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately \$161 million for Fiscal Year 2021. Of such amount, approximately \$52 million was in the form of direct student loans. These amounts do not include the Higher Education Emergency Relief Funds, from which the University provided additional aid to students affected by COVID-19. See “CORONAVIRUS DISEASE 2019 – THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT” below. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years.

BUDGET PROCESS

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

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

INVESTMENT POLICY

Board policy establishes permitted investment categories for the University. The University's investment policy establishes, in order of priority, safety of principal preservation, ensuring necessary liquidity, and achieving a maximum return, as the objectives of its investment portfolio. See Note 2 of "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020." Moneys in Funds and Accounts established under the Resolution are required to be invested in Investment Securities, as described in "APPENDIX D– SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS – Establishment of Funds; Revenue Fund; Bond Fund; Flow of Funds; Investment of Funds." The University has not experienced any significant investment losses or unexpected limitations on the liquidity of its short-term investments. See "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020" for further information.

NO INTEREST RATE SWAPS

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

BOISE STATE UNIVERSITY FOUNDATION, INC.

The Foundation is a nonprofit corporation organized under State law in 1967. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. An approximately 41 member board of directors manages the Foundation. Brandy Stemmler currently serves as Chairman of the board of directors of the Foundation.

Financial statements for the Foundation are contained in Note 13 to the University's financial statements. See "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020." Net assets of the Foundation at June 30, 2021 were \$215,008,611.

University Advancement, a division within the University, handles donor cultivation and giving campaigns and resulting gifts are recorded by the Foundation. In Fiscal Years 2019, 2020 and 2021, gifts recorded by the Foundation totaled approximately \$15.2 million \$12.1 million and \$28 million, respectively.

FUTURE CAPITAL PROJECTS

To address the education needs of the region and the facilities needs of the growing student body, the University implemented a Strategic Facility Fee in 2006, which the University merged with other facility fees in 2016 as part of the combined Capital Projects and Facilities Fee. The Capital Projects and Facilities Fee is a component of Student Fees which are included in Pledged Revenues. Revenues from the Capital Projects and Facilities Fee are intended to be used, together with donations, State of Idaho Permanent Building Fund monies provided by the State of Idaho, capital grants and University reserves to provide funds for construction of buildings pursuant to the University's Campus Master Plan.

The University may not undertake any capital project or long-term financing without prior Board approval. The University is in the planning and design phase to construct a new residence hall, which it expects to finance in Fiscal Year 2023. The facility is anticipated to be 450 beds with an approximate budget of \$45 million, funded by debt and institutional reserves.

The University is also in the planning and design phase for a new facility for the Construction Management program. Total budget is approximately \$3.5 million and the project is intended to be funded primarily through donations and in-kind support.

The University continues to evaluate future facility needs, including: faculty and staff housing, structured parking with incorporated mixed use, and maintenance of existing facilities.

LEASES

The University leases building and office facilities under various non-cancelable leases. Total costs for such leases were approximately \$1.3 million for Fiscal Year 2020 and \$580,000 for Fiscal Year 2021. Fiscal Year 2021 reduction in lease expense is due to the University purchasing an office building adjacent to campus in April 2020. Prior to the purchase, the University leased approximately 25,000 square feet of the facility.

CYBERSECURITY AND TECHNOLOGICAL RELIABILITY

The University has a robust, redundant, and scalable information technology infrastructure for support of core University systems, as well as a strong set of cybersecurity policies and procedures to protect its systems and proprietary information, as well as ensure compliance with state and federal regulations. The University's annual audit reviews cybersecurity policies and procedures. Additionally, the University, through the State of Idaho's Risk Management Program, maintains cyber liability insurance to help offset any financial risks that may result from a cybersecurity breach. As with all risks to which the University is exposed, loss or breach can result in legal and/or regulatory claims.

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OUTSTANDING DEBT

The University has the following debt outstanding as of January 1, 2021:

Outstanding Bonds	Original Issue Amount	Amount Outstanding
General Revenue Project and Refunding Bonds, Series 2012A	\$33,330,000	\$2,555,000
General Revenue Project and Refunding Bonds, Series 2013A	\$14,195,000	\$270,000
General Revenue Project and Refunding Bonds, Series 2013B	\$11,760,000	\$1,165,000
General Revenue Project and Refunding Bonds, Series 2015A ¹	\$31,210,000	\$26,405,000
General Revenue Refunding Bonds, Series 2016A ¹	\$66,145,000	\$58,120,000
General Revenue Project and Refunding Bonds, Series 2017A ¹	\$67,860,000	\$61,185,000
General Revenue Project Bonds, Series 2018A	\$18,465,000	\$16,400,000
General Revenue Refunding Bonds, Series 2020A	\$9,940,000	\$9,610,000
General Revenue Project and Refunding Bonds, Series 2020B (Taxable)	\$44,550,000	\$44,095,000
Total:	<u>\$297,455,000</u>	<u>\$219,805,000</u>

¹ A portion of which is to be refunded with the proceeds of the 2022A Bonds.

For additional information regarding the University's outstanding debt, see Notes 8 and 9 of "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020."

FINANCIAL STATEMENTS

The financial statements of the University as of and for the Fiscal Years ended June 30, 2021 and 2020, which are included as APPENDIX A to this Official Statement, have been audited by Moss Adams LLP, independent auditors, as stated in their report appearing therein. Moss Adams has not been engaged to perform and has not performed, since the date of such report, any procedures on the financial statements addressed in the report. Moss Adams has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

CORONAVIRUS DISEASE 2019

GENERAL

On March 13, 2020, the Governor of the State (the “*Governor*”) proclaimed a state of emergency throughout the State as a result of COVID-19. On March 25, 2020, the Governor issued an extreme emergency declaration and an Order to Self-Isolate (the “*Stay Home Order*”), requiring that people in the State cease leaving their home or place of residence except to conduct or participate in essential activities, essential government functions or to operate essential business, which Stay Home Order was in place through the end of April 2020. The Governor has since issued a series of proclamations designed to limit social interactions and encourage or require certain measures designed to prevent the spread of COVID-19.

On April 23, 2020, the Governor announced a four-phased approach to reopening the State beginning on May 1, 2020, following the expiration of the Stay Home Order (the “*Reopening Order*”). Certain syndromic, epidemiology and healthcare criteria for each stage must be met before the State advances to the next stage. The State is currently in Stage 4.

The terms of existing proclamations and orders, including the Reopening Order, could be extended beyond the dates specified in such proclamations or orders, and additional proclamations, orders or directions intended to address the spread of COVID-19 may be issued in the future.

More generally, the current domestic and international financial disruption has had, and is expected to continue to have, negative repercussions upon State, national and global economies. Examples of potential impacts include volatility in the securities markets, significant losses in investment portfolios, a scarcity of credit, lack of confidence in the financial sector, reduced business activity, increased consumer bankruptcies, increased business failures and bankruptcies, and increased unemployment rates.

The University cannot predict if any federal, State or local authorities will issue additional proclamations or orders that can be expected to further adversely impact economic activity or the University’s operations or revenue.

UNIVERSITY’S INITIAL RESPONSE TO COVID-19

In response to COVID-19, the University pivoted during the spring semester 2020 and closed housing and dining for most residents. All in-person courses were delivered online and the physical campus was essentially closed.

Fall semester 2021 was then completely redesigned, offering hybrid and fully remote courses that were traditionally delivered fully in-person. Each section offered was evaluated according to the class size and room availability. All in-person classes were reimaged to allow for social distancing. Classes were moved into larger spaces and nine new rooms were created in the Morrison Center for the Performing Arts, ExtraMile Arena and the Student Union Ballrooms. Significant technology upgrades were made to provide for remote and hybrid courses. Many students were allowed to participate in-person or via remote delivery for the same section. This allowed students who needed to isolate the ability to continue in class safely.

In addition, nearly all administrative functions converted to fully remote offices. Managers submitted plans that were reviewed and approved through the Vice President of Campus Operations office for any employees who needed to remain on campus, or who needed to come into the office periodically. While some administrative employees still work remotely, most have returned to campus. Large events did not begin to return until July 2021.

The University also created a Public Health Office and put together a comprehensive list of protocols and procedures in place to make the University's main campus as safe as possible. To this end, the University opened a Clinical Laboratory Improvement Amendments certified COVID-19 testing lab and the University obtained approval to deliver COVID-19 vaccinations. The University has been able to fully test all symptomatic or asymptomatic employees and students who come onsite with turnaround times within hours. Testing was provided before and after major holiday breaks in an effort to proactively limit spread. Contact tracing of all positive tests was, and continues to be, aggressive. Disciplined adherence to COVID-19 protocols and available testing allowed the University to remain open during the 2020-2021 academic year with a mix of online and in-person course delivery.

UNIVERSITY'S CAMPUS PLAN FOR 2021-2022 ACADEMIC YEAR

Academics. The University began the fall 2021 semester with in-person instruction, adhering to a normal academic calendar in terms of breaks and finals. Instructors are prepared to use technologies acquired and practiced last academic year to make it possible for individuals to keep up with classes if, because of a COVID-19 infection or close contact, they need to temporarily make use of remote instruction.

Vaccination. The University is not currently requiring students or staff to be vaccinated as a condition of enrollment, participation in campus events or receipt of services. The University will comply with any federal mandates related to vaccines that become applicable.

Residence. The University is providing 117 isolation beds for campus residents who test positive for COVID-19. Very few of these isolation beds were necessary during the fall 2021 semester. The remaining residence halls are operating at full capacity and other housing facilities are back online. As always, single rooms are available, but rates are higher than shared rooms.

THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT

The Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") provided an estimated \$2 trillion stimulus package to battle the effects of the COVID-19 pandemic. The State received \$1,250,000,000 from the Coronavirus Relief Fund. The CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover costs that (i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19, (ii) were not accounted for in the budget most recently approved as of March 27, 2020 for the State or government, and (iii) were incurred during the period beginning March 1, 2020, and ending on December 30, 2020.

The University has received pass-through grants from the State's CARES Act allocation in the aggregate amount of \$4,205,058. As of June 30, 2021, the University had spent \$3,865,608 of the awards on COVID-19 related expenditures and has received reimbursement from the State. The remaining amount will be spent during Fiscal Year 2022.

The CARES Act authorized the Higher Education Emergency Relief Funds, from which the University received \$10,937,516 (the “*HEERF I Allocation*”). The University was required to give at least half of the HEERF I Allocation directly to students affected by COVID-19. As of November 13, 2020, the University had distributed \$5,468,758 to eligible students. Eligible students included those (i) enrolled during the spring 2020 and fall 2020 semesters, (ii) eligible for federal financing assistance (Title IV), and (iii) not enrolled in online or dual-credit courses (“*Eligible Students*”). The University has also allocated the remaining \$5,468,758 to compliant institutional expenses, including reimbursement of expenses directly related to the disruption from COVID-19.

Coronavirus Response and Relief Supplemental Appropriations Act. The CRRSAA authorized additional funding for higher education in the amount of \$30.75 billion through the Higher Education Emergency Relief Fund II, from which the University received \$20,644,600 (the “*HEERF II Allocation*”). As of April 30, 2021, \$5,468,758 of the HEERF II Allocation had been distributed to Eligible Students, which is the amount required to be disbursed to students pursuant to the CRRSAA requirements. The University allocated the remaining \$15,175,842 to compliant institutional expenses, including reimbursement of lost revenue resulting from COVID-19, by June 30, 2021.

American Rescue Plan Act. The ARPA authorized a third round of funding in the amount of \$39.6 billion for higher education through the Higher Education Emergency Relief Fund III, from which the University received \$36,230,459 (the “*HEERF III Allocation*”). Similar requirements are attached to the University’s HEERF III Allocation as were attached to its HEERF I Allocation and HEERF II Allocation. As of January 30, 2022, \$18,379,459 had been distributed to Eligible Students. The University allocated the remaining \$17,851,000 to compliant institutional expenses, including lost revenue resulting from COVID-19 by December 31, 2021.

The University’s compliant institutional expenses included internet upgrades, equipment for virtual instruction, technology support, staff and instructor training, COVID-19 testing, personal protective equipment and supplies, student isolation facilities, facility density modifications, refunds to students and recovery of lost revenues.

The University continues to closely monitor the proclamations from federal authorities regarding actions the University can take to address COVID-19, as well as continues to take advantage of federal resources intended to provide relief to the University in its actions and efforts to address COVID-19.

BUDGET AND REVENUE EFFECTS

The COVID-19 disruption has impacted the University’s finances, but management has taken several steps to ensure balanced fiscal operations and to avoid further campus-wide budget reductions. Sales and Services Revenues declined in both Fiscal Year 2020 and Fiscal Year 2021 due to student refunds, reduced students on campus and suspended events. See “SECURITY FOR THE 2022A BONDS—PLEDGED REVENUES—Sales and Services Revenues.” State Appropriations were also reduced by the Legislature in Fiscal Year 2021. See “FINANCIAL INFORMATION REGARDING THE UNIVERSITY—STATE APPROPRIATIONS.” Additionally, unbudgeted expenditures have been incurred in order to provide a safe campus for students, faculty and staff. However, Student Fees continued to rise despite the pandemic and no increases in student fee rates since

Fiscal Year 2020. See “SECURITY FOR THE 2022A BONDS—PLEDGED REVENUES—Student Fees.” The University has worked to offset declines in revenues, along with increased expenses, through expenditure management in auxiliaries; avoided expenditures in other areas such as travel, services and supplies; and the receipt of federal relief funds all allowed the University to end Fiscal Year 2021 with positive increases in net position and cash position.

EFFECT ON 2022A BONDS

The University’s Bonds, including the 2022A Bonds, are secured by a general pledge of revenues as discussed herein. See “SECURITY FOR THE 2022A BONDS— PLEDGED REVENUES.” Although the full effects of COVID-19 cannot be predicted with certainty, COVID-19 and related social distancing measures in response to COVID-19 have had an adverse effect on University revenues, as they have throughout the country. However, the University has been successful at pivoting to different platforms, managing health and safety issues on campus, while continuing to experience strong Student Fee revenue. While the full extent of the direct and indirect impacts of COVID-19 related financial disruption on the University is currently unknown and the future impact of the COVID-19 pandemic on the University cannot be reasonably estimated at this time, the University feels well equipped to address issues as they arise.

TAX MATTERS

2022A BONDS

In the opinion of Bond Counsel, interest on the 2022A Bonds *is included* in gross income pursuant to the Tax Code and *is included* in gross income for Idaho income tax purposes.

The Tax Code contains numerous provisions, including provisions related to the imposition of additional taxes, which may affect an investor’s decision to purchase the 2022A Bonds. Further, under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the 2022A Bonds in certain situations including: (i) an owner who fails to provide certain required information to certain persons required to collect such information; (ii) the owner underreports “reportable payments” (including interest and dividends) as defined in Section 3406; or (iii) an owner fails to provide a certificate that the owner is not subject to backup withholding when such a certificate is required by the Tax Code.

[GENERAL

Bond Counsel’s opinion relates only to whether interest [and, to the extent described below for the Discount 2022A Bonds, original issue discount] on the 2022A Bonds is included or excluded from gross income and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal tax consequences arising from the receipt or accrual of interest on or ownership of the 2022A Bonds. Owners of the 2022A Bonds should consult their own tax advisors as to the applicability of these consequences, including the applicable treatment of premium on the 2022A Bonds in the case of Bonds acquired at a price in excess of the principal amount thereof.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the 2022A Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or

state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the 2022A Bonds. In addition, future court actions or regulatory decisions could affect the market value of the 2022A Bonds. Owners of the 2022A Bonds are advised to consult with their own tax advisors with respect to such matters.

Original Issue Discount. [Language to insert for OID where all OID is de minimis OID] With respect to 2022A Bonds that were sold in the initial offering at a discount (the “Discount 2022A Bonds”), the difference between the stated redemption price of each Discount 2022A Bond at maturity and the initial offering price of that Discount 2022A Bond to the public (as defined in Section 1273 of the Tax Code) will be treated as “de minimis original issue discount” for federal income tax purposes and will be used in determining the basis of the Discount 2022A Bonds for the purpose of determining the amount of gain or loss on such Discount 2022A Bonds on the sale or other disposition thereof. At the election of the owner of a 2022A Bond, exercised in the manner provided in the Tax Code and regulations and other official pronouncements thereunder, such de-minimis original issue discount may be treated as regular “original issue discount,” a portion of which is included as interest income in the gross income of the owner of the Discount 2022A Bonds annually as provided in the Tax Code. Owners who desire to make such an election or who make such an election, and owners who do not purchase the Discount 2022A Bonds in the initial offering or who purchase the 2022A Bonds in the initial offering at a price different from the initial offering price of the Discount 2022A Bonds to the public, should consult their own tax advisors about the tax consequences thereof. For Idaho income tax purposes, the de-minimis original issue discount on the 2022A Bond, which is included from Idaho taxable income under the conditions described in the above paragraphs with respect to the other interest on the 2022A Bonds. Owners who are subject to state or local income taxation should consult their tax advisor with respect to the state and local income tax consequences of ownership of the Discount 2022A Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount 2022A Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

[Language to insert for OID where all OID is NOT de minimis OID]

The 2022A Bonds maturing on _____, _____, and _____ (the “Discount 2022A Bonds”), will be issued at an initial offering price that is less than their stated redemption price at maturity. The difference between the stated redemption price of each Discount 2022A Bond at maturity and the initial offering price of that Discount 2022A Bond to the public (as defined in Section 1273 of the Tax Code) will be treated as “original issue discount” for federal income tax purposes. Under Section 1272 of the Tax Code, this original issue discount is included in gross income for federal income tax purposes as ordinary income in each year to the extent accrued in that year. The original issue discount on each Discount 2022A Bond is treated accruing for federal income tax purposes over the term of that Discount 2022A Bond on the basis of a constant yield to maturity, generally compounded at the end of each six-month period (or shorter period from the date of original issue) ending on April 1 and October 1 of each year with straight line interpolation between compounding dates. *As a result, Owners of the Discount 2022A Bonds will be required to include the accrued original issue discount in income in each year prior to the maturity of the Discount Bond so owned, even though the Owner of that Discount Bond will not receive an actual payment in that year of any portion of the accrued original issue discount.*

The original issue discount that is accrued for federal income tax purposes will be added to the Owner's basis in the Discount 2022A Bonds, which is used for the purpose of determining gain or loss on the Discount Bond on sale or other disposition thereof. The rules relating to the computation and accrual of original issue discount are complex, and Owners of the Discount 2022A Bonds are urged to consult their own tax advisors with respect to the tax consequences of owning, and the treatment of any original issue discount with respect to, the Discount 2022A Bonds.

For Idaho income tax purposes, the de-minimis original issue discount on the 2022A Bonds which is included in Idaho taxable income under the conditions described in the above paragraphs with respect to the other interest on the 2022A Bonds.

Owners who purchase Discount 2022A Bonds in the initial offering at a price other than the original offering price thereof to the public at which a substantial amount of each maturity of the Discount 2022A Bonds was sold and owners who purchase Discount 2022A Bonds after the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount 2022A Bonds. Owners who are subject to state or local income taxation should consult their tax advisor with respect to the state and local income tax consequences of ownership of the Discount 2022A Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount 2022A Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.]

MUNICIPAL ADVISOR

The University has retained Piper Sandler & Co., Boise, Idaho, as municipal advisor (the "Municipal Advisor") in connection with the preparation of the University's financing plans and with respect to the authorization and issuance of the 2022A Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make any independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is a full service investment banking firm that provides financial advisory and underwriting services to state and local governmental entities. While under contract to the University the Municipal Advisor may not participate in the underwriting of any University debt.

ESCROW VERIFICATION

The accuracy of the mathematical computations concerning the adequacy of the maturing principal amounts of and interest earned on the government obligations, together with other escrowed moneys, to pay interest on the Refunded Bonds as the same falls due and the redemption price of, and interest on, the Refunded Bonds on the redemption date, and the mathematical computations of the yield on the 2022A Bonds and the yield on the government obligations purchased with a portion of the proceeds of the 2022A Bonds will be verified by a certified public accountant. Such verification shall be based in part upon information supplied by the Underwriter.

UNDERWRITING

The 2022A Bonds are being purchased by the Underwriter. The purchase contract provides that the Underwriter will purchase all of the 2022A Bonds, if any are purchased, at a price of \$_____, representing the aggregate principal amount of the 2022A Bonds, plus original issuance premium of \$_____, and less an Underwriter's discount of \$_____.

The Underwriter may offer and sell the 2022A Bonds to certain dealers (including dealers depositing the 2022A Bonds in investment trusts) and others at prices lower than the initial offering prices (or prices corresponding to the yields) stated on the inside cover page hereof.

RATINGS

Moody's Investors Service has assigned its municipal rating of "Aa3" to the 2022A Bonds. S&P Global Ratings has assigned its municipal rating of "A+" to the 2022A Bonds.

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the 2022A Bonds.

LITIGATION

The University has reported that, as of the date hereof, there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance or sale of the 2022A Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the 2022A Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University.

On October 1, 2021, Big City Coffee LLC filed a state court lawsuit against the University and several named employees alleging claims arising out of the coffee shop's abandonment of its licensed premises in the Albertsons Library on campus. Big City had a contract with Aramark, the University's food and beverage concessionaire, to operate a single coffee shop. Allegations relate to the coffee shop owner's claim that she was forced off campus due to her support of law enforcement. On October 28, 2021, the University's Special Deputy Attorney General, appointed by State Risk Management, filed a motion to dismiss the complaint for failure to state a claim. A hearing on the motion to dismiss was held on January 28, 2022. The claim is covered by the University's insurance.

On September 9, 2021, President Biden issued an Executive Order (the "EO") in order to ensure adequate COVID Safety Protocols for Federal Contractors. The University is a federal contractor, and the EO's purpose was to require most federal contractor employees to be vaccinated, or submit a medical or religious exemption request, by January 4, 2022. On October 29, 2021, the State of Idaho and the Idaho State Board of Education joined a lawsuit filed by the State of Georgia in the United States District Court for the Southern District of Georgia challenging

the EO's validity. On November 2, 2021, the Idaho State Board of Education voted to ratify the Executive Director's decision to join the lawsuit. The Board also "approve[d] the institutions' commencement of actions to the extent necessary to comply with federal Executive Order 14042." The District Court issued an order on December 7, 2021 granting a preliminary injunction, which effectively suspended any vaccine mandates on federal contractors, including the University.

APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the 2022A Bonds are subject to the approval of Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of Appendix F hereto will be delivered with the 2022A Bonds. Certain legal matters will be passed upon for the University by the Office of General Counsel. Certain matters will be passed upon for the Underwriter by its counsel, Foster Garvey PC, and by Hawley Troxell Ennis & Hawley LLP, in its role as disclosure counsel to the University. Any opinion delivered by Foster Garvey PC will be limited in scope, addressed only to the Underwriter and cannot be relied upon by investors.

CONTINUING DISCLOSURE

The University will enter into a Continuing Disclosure Undertaking (the "*Undertaking*") for the benefit of the Beneficial Owners of the 2022A Bonds. Pursuant to the Undertaking, the University will agree to provide certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "*Rule*") adopted by the Securities and Exchange Commission. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and the other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is included as APPENDIX E to this Official Statement.

The University failed to timely file one table required to be included in its annual operating data with respect to the University's General Revenue Project Bonds, Series 2018A. On February 27, 2020, the University filed a Failure to File Notice, and filed and properly linked the missing table to all CUSIPs. In connection with the financing of the 2022A Bonds, the University discovered that it failed to link its financial statements and annual operating data for Fiscal Year 2020 and Fiscal Year 2021 directly to the University's General Revenue Refunding Bonds, Series 2020A Bonds and General Revenue Project and Refunding Bonds, Series 2020B (Taxable). The information was available on the University's home issuer page under the "Financial Disclosures" tab. On February 10, the University filed a Failure to File Notice and properly linked the missing data to all CUSIPs. The University has identified the source of these errors and has updated its internal safeguards to ensure that all required annual operating data moving forward is filed in accordance with the Rule and the undertakings.

A failure by the University to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2022A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2022A Bonds and their market price. See also "APPENDIX E— PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING— Consequences of Failure of the University to Provide Information."

BOISE STATE UNIVERSITY

By _____
Vice President and Chief Financial Officer

APPENDIX A
AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY
FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020

APPENDIX B
SCHEDULE OF STUDENT FEES

The following table sets forth the Student Fees of the University at the rates in effect for Fiscal Year 2022. The amounts shown as Annual Estimated Revenue reflect the University's estimates based on actual collections for Fall 2021 and estimated of collections for Spring 2022 and Summer 2022.

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

[Remainder of page intentionally left blank.]

**APPENDIX C
GLOSSARY OF TERMS USED
IN THE RESOLUTION AND OFFICIAL STATEMENT**

(See attached)

APPENDIX D
SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

(See attached)

APPENDIX E
PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

(See attached)

APPENDIX F
PROPOSED FORM OF OPINION OF BOND COUNSEL

(See attached)

APPENDIX G
BOOK ENTRY ONLY SYSTEM

THE DEPOSITORY TRUST COMPANY

SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

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

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

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

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

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

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

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

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

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

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

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Providing for the Sale of

**BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS, SERIES 2022A (TAXABLE)**

Adopted April __, 2022

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SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2022A (Taxable), of Boise State University; delegating authority to approve the terms and provisions of the 2022A Bonds in the principal amount of up to \$150,000,000; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the 2022A Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the 2022A Bonds.

* * * * *

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

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

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

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

WHEREAS, (i) on April 16, 2015, the Board adopted a Supplemental Resolution providing for the issuance of \$31,210,000 General Revenue Refunding Bonds, Series 2015A, which were issued on April 30, 2015 (the “**2015A Bonds**”); (ii) on April 14, 2016, the Board adopted a Supplemental Resolution providing for the issuance of \$66,145,000 General Revenue Refunding Bonds, Series 2016A, which were issued on April 27, 2016 (the “**2016A Bonds**”); (iii) on December 15, 2016, the Board adopted a Supplemental Resolution providing for the issuance of \$67,860,000 General Revenue Project and Refunding Bonds, Series 2017A, which were issued on January 26, 2017 (the “**2017A Bonds**”);

WHEREAS, Schedule 1 attached hereto specifically identifies certain of the 2015A Bonds, 2016A Bonds and 2017A Bonds which are capable of refunding pursuant to the Resolution (the “**Refunding Candidates**”); and

WHEREAS, the Board has determined that (i) certain of the University’s 2015A Bonds as selected from the Refunding Candidates (the portion of such bonds to be refunded being referred

to herein as the “**2015A Refunded Bonds**”), (ii) certain of the University’s 2016A Bonds as selected from the Refunding Candidates (the portion of such bonds to be refunded being referred to herein as the “**2016A Refunded Bonds**”), and (iii) certain of the University’s 2017A Bonds as selected from the Refunding Candidates (the portion of such bonds to be refunded being referred to herein as the “**2017A Refunded Bonds**,” and, collectively with the 2015A Refunded Bonds and 2016A Refunded Bonds, the “**Refunded Bonds**”), may be taxably refunded to alleviate tax-exempt compliance requirements, as well as at a debt service savings to the University; and

WHEREAS, to provide funds to refund the Refunded Bonds and to pay the Costs of Issuance thereof, the Board desires to authorize the issuance of its General Revenue Refunding Bonds, Series 2022A (Taxable) (the “**2022A Bonds**”); and

WHEREAS, pursuant to Section 57-235, Idaho Code, the Board desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the 2022A Bonds and other matters.

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

ARTICLE I DEFINITIONS

Section 101. Definitions.

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

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

“**Bond Purchase Agreement**” means the Bond Purchase Agreement between the University and the Underwriter in substantially the form authorized in Section 204 herein, setting forth the terms and conditions of the negotiated sale of the 2022A Bonds, the final version of which to be presented to the Delegated Officer of the University for approval and execution upon sale of the 2022A Bonds.

“**Bond Register**” means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the 2022A Bonds.

“**Book-Entry System**” means the book-entry system of registration of the 2022A Bonds described in Section 209 of this Supplemental Resolution.

“**Cede & Co.**” means Cede & Co., as nominee of DTC.

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

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking with respect to the 2022A Bonds authorized by Section 204 of this Supplemental Resolution.

“DTC” means The Depository Trust Company, New York, New York.

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

“Delegated Officer” means the Bursar or President of the University.

“Delegation Certificate” means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the 2022A Bonds upon the sale thereof, substantially in the form of **Exhibit C** hereto.

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

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

“Escrow Agreement” means the Escrow Agreement dated as of the date of delivery of the 2022A Bonds between the University and the Escrow Agent, providing for the defeasance and redemption of the Refunded Bonds, authorized by Section 401 of this Supplemental Resolution.

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

“Refunded Bonds” means collectively the 2015A Refunded Bonds, the 2016A Refunded Bonds and the 2017A Refunded Bonds in the principal amounts and maturing in the years specifically identified in the Delegation Certificate, as approved by the Delegated Officer upon sale of the 2022A Bonds.

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

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

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

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

“**Supplemental Resolution**” means this Supplemental Resolution adopted by the Board on April __, 2022, authorizing the issuance of the 2022A Bonds upon the sale thereof, setting forth certain requirements of the terms of sale of the 2022A Bonds, delegating authority to approve the final terms and provisions of the 2022A Bonds, and providing for related matters.

“**Trustee**” means The Bank of New York Mellon Trust Company, N.A., having an office in San Francisco, California, as successor trustee, and its successors and permitted assigns pursuant to the Resolution, as paying agent, trustee, and registrar for the 2022A Bonds.

“**2022A Costs of Issuance Account**” means the account created pursuant to Section 301 of this Supplemental Resolution, to be established, held and administered by the Escrow Agent from which the Costs of Issuance of the 2022A Bonds shall be paid by the Escrow Agent.

“**Underwriter**” means Barclays Capital Inc.

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

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

Section 103. Effective Date. This Supplemental Resolution contemplates the issuance and sale of the 2022A Bonds through a delegation of authority as provided in Section 205 hereof. Unless the context clearly indicates otherwise – for example, the provisions of Section 204(a) through Section 204(c) take effect upon adoption of this Supplemental Resolution – this Supplemental Resolution shall not take effect and no provision thereof shall be binding upon the University unless and until the 2022A Bonds are sold and issued.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF 2022A Bonds

Section 201. Authorization of 2022A Bonds, Principal Amounts, Designation, and Confirmation of Pledged Revenues. In order to provide funds for refunding the Refunded Bonds, and to pay Costs of Issuance of the 2022A Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution and this Supplemental Resolution, one series of taxable general revenue bonds are hereby authorized to be issued in the aggregate principal amount of up to \$150,000,000. Such series of bonds shall be designated as follows: “General Revenue Refunding Bonds, Series 2022A (Taxable)”. The 2022A Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of \$5,000 each or any integral multiple thereof.

The 2022A Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

Section 202. Bursar Designation. The Board desires to designate the Associate Vice President for Finance and Administration as the Bursar until such time as the position of Vice President for Finance and Administration has been filled on an interim basis or permanently.

Section 203. Issue Date. The 2022A Bonds shall be dated the date of their original issuance and delivery.

Section 204. Authorization of Actions Preliminary to Sale of 2022A Bonds.

(a) The Board desires to sell the 2022A Bonds pursuant to negotiated sale to the Underwriter pursuant to the Act.

(b) The Preliminary Official Statement (the “POS”), in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the actions of the University, including the certification by the Bursar as to the “deemed finality” of the POS pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”) in connection with the offering of the 2022A Bonds, are hereby acknowledged, approved and ratified.

(c) The Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**, with such changes, omissions, insertions and revisions as the Delegated Officer shall approve, is hereby ratified and approved. Upon the sale of the 2022A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement to the Underwriter. The President of the University and the Bursar of the University are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

(d) Upon the sale of the Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the 2022A Bonds (hereafter referred to as the “**Official Statement**”), shall be approved and signed by the Bursar or President of the University to authorize delivery thereof to the Underwriter for distribution to prospective purchasers of the 2022A Bonds and other interested persons.

(e) In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the 2022A Bonds that the University and the Trustee, as disclosure agent thereunder, shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking in substantially the form attached hereto as **Exhibit B** is hereby ratified and approved in all respects, and the Board authorizes the Underwriter to include a copy thereof in the POS and Official Statement. Upon delivery of the 2022A Bonds, the Bursar or President of the University is hereby authorized to execute and deliver the Continuing Disclosure Undertaking. Such Continuing Disclosure Undertaking shall constitute the University’s undertaking for compliance with Rule 15c2-12.

(f) The Escrow Agreement between the University and the Escrow Agent, in substantially the form attached hereto as **Exhibit E**, is hereby authorized and approved, and, prior to the issuance of the 2022A Bonds, the Bursar or President of the University is hereby authorized,

empowered and directed to execute and deliver the Escrow Agreement on behalf of the Board and the University, with such changes to the Escrow Agreement from the form presented to the Board as are approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with the Escrow Agreement or to carry out or give effect to the Escrow Agreement.

Section 205. Sale of 2022A Bonds and Related Documents; Delegation Authority.

(a) Pursuant to Section 57-235, Idaho Code, as amended, the Board hereby delegates to the University's Bursar or President of the University (each acting solely, the "**Delegated Officer**") the power to make the following determinations on the date of sale of the 2022A Bonds, without any requirement that the members of the Board meet to approve such determinations, but subject to the limitations provided:

(i) The rates of interest to be borne on the 2022A Bonds, as certified by the Underwriter, shall not exceed the rates that will achieve net present value savings in the debt service on the Refunded Bonds.

(ii) The amount of principal of the 2022A Bonds maturing, or subject to mandatory sinking fund redemption in any particular year, and the rate of interest accruing thereon.

(iii) The selection of the Refunded Bonds from the Refunding Candidates.

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

(v) The final maturity of the 2022A Bonds; provided that the final maturity date of the 2022A Bonds shall not be later than the last maturity of the Refunded Bonds.

(vi) The price at which the 2022A Bonds will be sold (including any underwriter's discount, original issue premium and original issue discount), provided that the underwriter's discount shall not exceed 0.60% of the principal amount of the 2022A Bonds.

(vii) The dates, if any, on which, and the prices at which, the 2022A Bonds will be subject to optional redemption.

(viii) The terms of any contract for credit enhancement of the 2022A Bonds.

(b) Upon the sale of the 2022A Bonds, the Delegated Officer shall execute a Delegation Certificate that is attached hereto as **Exhibit C** and is incorporated by reference herein reflecting the final terms and provisions of the 2022A Bonds and certifying that the final terms and provisions of the 2022A Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above.

Section 206. Execution and Delivery of 2022A Bonds. The 2022A Bonds shall be manually executed on behalf of the University by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board. The 2022A Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the Resolution

and at such time and place as provided in, and subject to, the provisions of the Bond Purchase Agreement.

Section 207. Redemption of 2022A Bonds. Upon the sale of the 2022A Bonds, the 2022A Bonds will be subject to redemption pursuant to the terms of the Bond Purchase Agreement, as approved by the Delegated Officer, and if subject to redemption, the following provisions shall apply:

(a) Selection for Redemption. If less than all 2022A Bonds are to be redeemed, the particular maturities of such 2022A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the 2022A Bonds are to be redeemed, the 2022A Bonds to be redeemed will be selected by lot. If less than all of a Series 2022A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

(2) Notice of Redemption:

The Resolution requires the Trustee to give notice of any redemption of the 2022A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2022A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2022A Bonds, unless upon the giving of such notice such 2022A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2022A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such 2022A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Section 208. Form of 2022A Bonds. The 2022A Bonds are hereby authorized to be issued in the form set forth in **Exhibit D** attached hereto and incorporated herein by this reference, with such revisions and designations as required pursuant to the terms of sale thereof.

Section 209. Book-Entry Only System.

(a) The 2022A Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the 2022A Bonds, except in the event that the Trustee issues Replacement Bonds, as defined and provided below. It is anticipated that during the term of the 2022A Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the 2022A Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the 2022A Bonds are registered in the name of

Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if applicable, and interest on the 2022A Bonds and all notices with respect to the 2022A Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the 2022A Bonds, and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the Book-Entry System of the Securities Depository, the University shall execute, and the Trustee shall authenticate and deliver, one or more 2022A Bonds certificates (the “**Replacement Bonds**”) to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners’ interests in the 2022A Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one 2022A Bonds. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to 2022A Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

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

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the 2022A Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the 2022A Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the 2022A Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the 2022A Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Supplemental Resolution, which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

(e) Prior to any transfer of the 2022A Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting

obligations under Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 210. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the 2022A Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of 2022A Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS

Section 301. Creation of 2022A Costs of Issuance Account. There is hereby established in the hands of the Escrow Agent a separate account designated as the “2022A Costs of Issuance Account.” Moneys in the 2022A Costs of Issuance Account shall be used for the payment of Costs of Issuance of the 2022A Bonds or, pending payment of costs, invested pursuant to the Escrow Agreement. Any moneys remaining in the 2022A Costs of Issuance Account forty-five (45) days after issuance of the 2022A Bonds shall be transferred promptly to the University’s Bond Fund held by the Trustee to pay debt service on the 2022A Bonds.

Section 302. Application of Proceeds of 2022A Bonds Upon Sale Thereof. Pursuant to the Written Certificate of the University to be delivered prior to the issuance of the 2022A Bonds, the proceeds of the sale of the 2022A Bonds (net of the Underwriter’s fee for its services with respect to the 2022A Bonds) shall be deposited as follows:

(i) Proceeds of the 2022A Bonds in the amount reflected in the Written Certificate shall be wired to the Escrow Agent for deposit into the Escrow Account, in trust, which shall be directed by the University to be invested as contemplated by the Escrow Agreement and in accordance with the provisions of Section 57-504, Idaho Code (except for any amount to be retained as cash) to defease the Refunded Bonds.

(ii) Proceeds of the 2022A Bonds in the amount reflected in the Written Certificate shall be wired to the Escrow Agent for deposit into the 2022A Costs of Issuance Account to pay Costs of Issuance of the 2022A Bonds pursuant to Written Certificate of the University.

ARTICLE IV REFUNDING

Section 401. Refunding and Defeasance of Refunded Bonds. In the event the 2022A Bonds are sold and issued pursuant to the authority delegated in Section 205 hereof, the Refunded Bonds shall be irrevocably called for redemption on their respective redemption dates and shall be refunded with proceeds of the 2022A Bonds, together with proceeds of investment, as provided in Section 302 hereof and in the Escrow Agreement. Notices of defeasance and redemption of the Refunded Bonds shall be given as provided in the Escrow Agreement and pursuant to the Resolution, the applicable Supplemental Resolutions, and the Representation Letter.

Pursuant to the Escrow Agreement the University shall irrevocably set aside for and pledge to the Refunded Bonds moneys and Escrow Securities in amounts which, together with known earned income from the Escrow Securities, will be sufficient in amount to pay the principal of, interest on, and any redemption premiums on the Refunded Bonds as the same become due and to redeem the Refunded Bonds on the respective redemption date. Based upon the foregoing as shall be verified by the report of The Arbitrage Group, Inc., the Refunded Bonds will be defeased upon deposit of such moneys and Escrow Securities immediately following the delivery of the 2022A Bonds.

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

Section 402. Escrow Securities. Pursuant to the Escrow Agreement, Escrow Securities shall be purchased with proceeds of the 2022A Bonds and deposited into the Escrow Account to defease the Refunded Bonds. In the event that state and local government series securities (SLGS) are not available for purchase, the Board authorizes a request for bids be issued on behalf of the University by a bidding agent (the “**Bidding Agent**”), to solicit bids to provide certain Escrow Securities purchased on the open market for deposit into the Escrow Account pursuant to the Escrow Agreement (the “**Open Market Securities**”). The University is authorized to direct that the Bidding Agent solicit bids for the Open Market Securities in a manner that will avail the University of the safe harbor for establishing the yield on the Escrow Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

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

The officials of the University are directed to obtain from the Bidding Agent prior to issuance of the 2022A Bonds, such certifications as shall be necessary to evidence the University’s compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

ARTICLE V MISCELLANEOUS

Section 501. Other Actions With Respect to 2022A Bonds. The officers and employees of the University shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the sale and issuance of the 2022A Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the 2022A Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Board or the Bursar shall be unavailable to execute the 2022A Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Board.

Section 502. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution or this Supplemental Resolution, should be contrary to law, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution, this Supplemental Resolution or the 2022A Bonds, but the holders of the 2022A Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

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

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

ADOPTED AND APPROVED this ____ day of April, 2022.

BOARD OF TRUSTEES OF BOISE STATE
UNIVERSITY

President

ATTEST:

Secretary

SCHEDULE 1

SCHEDULE OF REFUNDING CANDIDATES

Series 2015A Bonds: Call Date: April 01, 2025

<u>April 1</u> <u>Year</u>	<u>Amount</u>	<u>Interest</u>	<u>CUSIP</u> <u>097464</u>
2026	\$1,970,000	5.000%	XS5
2027	2,075,000	5.000	XT3
2028	2,170,000	5.000	XU0
2029	2,280,000	5.000	XV8
2030	1,395,000	5.000	XW6
2031	1,470,000	5.000	XX4
2032	1,535,000	5.000	XY2
2033	1,615,000	5.000	XZ9
2034	1,695,000	5.000	YA3
2037*	4,840,000	3.625	YB1

* Term bond stated maturity

Series 2016A Bonds: Call Date: April 01, 2026

<u>April 1</u> <u>Year</u>	<u>Amount</u>	<u>Interest</u>	<u>CUSIP</u> <u>097464</u>
2027	\$ 2,075,000	5.000%	YY1
2028	2,180,000	3.000	YZ8
2029	2,240,000	3.000	ZA2
2030	3,515,000	5.000	ZB0
2031	3,700,000	5.000	ZC8
2032	3,940,000	5.000	ZD6
2033	4,260,000	5.000	ZE4
2036*	15,330,000	3.000	ZG9
2039*	8,880,000	3.125	ZF1

* Term bond stated maturity

Series 2017A Bonds: Call Date: April 01, 2027

<u>April 1</u> <u>Year</u>	<u>Amount</u>	<u>Interest</u>	<u>CUSIP</u> <u>097464</u>
2028	\$2,435,000	5.000%	C58
2029	2,565,000	5.000	C66
2030	2,685,000	5.000	C74
2031	2,820,000	5.000	C82
2032	3,020,000	5.000	C90
2033	3,275,000	5.000	D24
2034	3,795,000	5.000	D32
2035	4,105,000	5.000	D40
2036	4,310,000	5.000	D57
2037	4,525,000	5.000	D65
2042*	6,355,000	3.625	D81
2047*	7,810,000	5.000	D73

* Term bond stated maturity

EXHIBIT A
FORM OF BOND PURCHASE AGREEMENT

EXHIBIT B
FORM OF CONTINUING DISCLOSURE UNDERTAKING

EXHIBIT C
FORM OF DELEGATION CERTIFICATE

EXHIBIT D

[FORM OF 2022A BONDS]

R-_____

\$_____

**UNITED STATES OF AMERICA
STATE OF IDAHO**

**BOISE STATE UNIVERSITY
GENERAL REVENUE REFUNDING BONDS,
SERIES 2022A (TAXABLE)**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
_____%	April 1, _____	_____, 2022	097464_____

Registered Owner: CEDE & CO.

Principal Amount: _____
DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on October 1, 2022, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

THIS BOND IS AN OBLIGATION OF THE UNIVERSITY PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS HEREOF AND IS NOT AN OBLIGATION, GENERAL, SPECIAL, OR OTHERWISE OF THE STATE OF IDAHO, DOES NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE OF THE STATE OF IDAHO, AND IS NOT ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT HEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE REVENUES, FEES, AND CHARGES PLEDGED THERETO IN THE RESOLUTION. The

principal of, interest on, and redemption price of this Bond is payable solely from Pledged Revenues, which consist principally of revenues from certain student fees and enterprises, as more particularly set forth in the Resolution. Pursuant to the Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund to provide for the prompt payment of the principal of, interest on, and redemption price of this Bond. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security for this Bond, reference is made to the provisions of the Resolution.

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

This Bond is one of the General Revenue Refunding Bonds, Series 2022A (Taxable) (the "Bonds") of the University issued in the aggregate principal amount of \$_____ for the purpose of refunding certain outstanding Bonds of the University and paying Costs of Issuance thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly title 33, chapter 38, Idaho Code, title 57, chapter 5, Idaho Code, and a Resolution providing for the issuance of revenue bonds, duly adopted and authorized by the Board of Trustees of the University (the "Board") on September 17, 1992, as previously supplemented and amended, and as further supplemented and amended by a Supplemental Resolution adopted by the Board on April __, 2022, authorizing the issuance of the Bonds (collectively, the "Resolution"). All capitalized terms used in this Bond and not defined herein shall have the meanings of such terms as defined in the Resolution.

[Final redemption provisions to be inserted]

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

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

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

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

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

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

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

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board, and the official seal of the University to be imprinted hereon, as of this ____ day of ____, 2022.

BOARD OF TRUSTEES
BOISE STATE UNIVERSITY

By: _____
President, Board of Trustees

By: _____
Bursar

ATTESTED BY:

Secretary, Board of Trustees

[SEAL]

[FORM OF TRUSTEE’S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Boise State University General Revenue Refunding Bonds, Series 2022A (Taxable), described in the within-mentioned Resolution.

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

By: _____
Authorized Signature

Date of Authentication: _____

* * * * *

[FORM OF ASSIGNMENT]

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

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

UNIF GIFT MIN ACT - under Uniform
Transfers to Minors Act

(Cust)

(Minor)

(State)

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

For value received _____ hereby sells,
assigns and transfers unto

INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Typewrite Name and Address of Assignee)

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

Dated: _____

Signature: _____

Signature Guaranteed: _____

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

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

* * * * *

EXHIBIT E
FORM OF ESCROW AGREEMENT

MOODY'S

INVESTORS SERVICE

CREDIT OPINION

10 February 2022



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Boise State University, ID

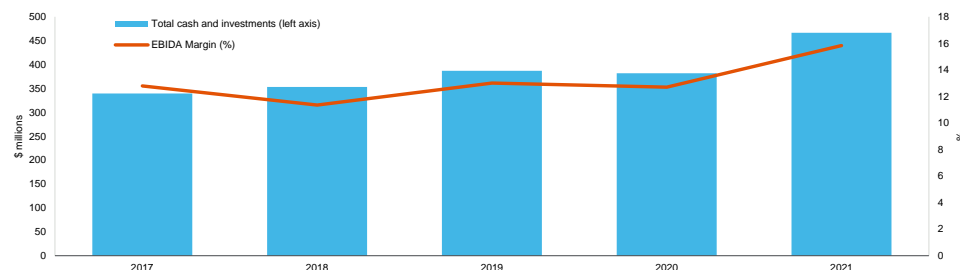
Update to credit analysis

Summary

[Boise State University \(BSU\)](#), ID's (Aa3 stable) credit profile is supported by its favorable role as a comprehensive urban public university. The university's ability to attract a substantial non-resident enrollment, along with its multiple delivery modes and increasing outreach across Idaho, will continue to support steady student demand. The university has consistently generated sound operating performance. We expect this to continue despite potential state mandated salary increases without offsetting increases in state appropriations because of the university's very good financial policy and budgeting practices. Total wealth levels are comparatively strong, with over \$466 million of cash and investments buffering 1.2 years of operations, and with nearly 250 days cash on hand. Leverage will remain manageable inclusive of identified capital plans, with a moderate unfunded pension liability.

Exhibit 1

BSU's strong operating performance contributes to growth in wealth



Source: Moody's Investors Service

Credit strengths

- » Favorable revenue diversity with approximately 25% received from the [State of Idaho](#) (Aaa stable), modestly growing enrollment and a moderate-size research base
- » Strong growth in wealth and liquidity over the past five years
- » Manageable leverage inclusive of future capital plans

Credit challenges

- » [State of Idaho](#) (Aaa stable) reduced appropriations in fiscal 2020 and fiscal 2021, and the university agreed to freeze tuition in fiscal 2021 and fiscal 2022, limiting revenue growth
- » Moderate fund-raising, which will limit wealth growth relative to peers

Rating outlook

The stable outlook reflects Moody's expectations of continued steady enrollment growth while maintaining positive operating performance and growing wealth and liquidity.

Factors that could lead to an upgrade

- » Substantial increase in total wealth and liquidity
- » Material growth in the overall size and scope of the university, including total operating revenue, enrollment, and research profile

Factors that could lead to a downgrade

- » Sustained deterioration of operating performance and cash flow margins
- » Material enrollment declines and/or lower net tuition revenue
- » Notable declines in operating appropriations from the state of Idaho

Key indicators

Exhibit 2

BOISE STATE UNIVERSITY, ID

	2017	2018	2019	2020	2021	Median: Aa Rated Public Universities
Total FTE Enrollment	16,313	16,962	17,672	16,963	17,640	30,559
Operating Revenue (\$Million)	378.3	398.3	422.2	443.0	440.4	1315.2
Annual Change in Operating Revenue (%)	5.9	5.3	6.0	4.9	-0.6	1.3
Total Cash & Investments (\$Million)	339.3	353.2	387.0	382.0	466.4	1601.9
Total Debt (\$Million)	230.8	233.3	223.2	232.8	219.8	714.5
Total Cash & Investments to Total Debt (x)	1.1	1.1	1.3	1.2	1.6	1.5
Total Cash & Investments to Operating Expenses (x)	0.7	0.7	0.7	0.7	0.9	0.8
Monthly Days Cash on Hand (x)	174	172	171	191	247	166
EBIDA Margin (%)	12.8	11.4	13.0	12.7	15.8	10.5
Total Debt to EBIDA (x)	4.8	5.2	4.1	4.1	3.2	4.7
Annual Debt Service Coverage (x)	2.5	2.2	3.2	3.2	4.2	2.9

Source: Moody's Investors Service

Profile

Located in the capital city of Idaho, Boise State University (BSU) is the largest comprehensive public university in the state. In fiscal 2021, BSU generated operating revenue of \$440.4 million and enrolled 17,640 full-time equivalent (FTE) students (Fall 2021).

Detailed credit considerations

Market position: mid-sized public university supported by substantial non-resident enrollment

The university's excellent brand and strategic position will continue to be supported by its role as the state's largest public university, as well as its growing research activity. With its investment in online and hybrid programming and increased offerings throughout Idaho, we expect enrollment to continue growing modestly. The university has historically attracted about 36% of students from outside the state, complementing its in-state draw and supporting growing net tuition revenue. Given its demand, the university likely has some pricing flexibility should it need to increase tuition to offset rising expenses.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

Boise State was given an R2 Carnegie classification in fiscal 2019, and the university continues to expand its research profile and activity. The university's Materials Science Building opened in fiscal 2021, and houses expanded academic programs and research efforts. The university's \$38 million in research expenses during fiscal 2021 have grown from \$28 million in fiscal 2017.

Operating performance: strong operating performance supported by diversified revenue base and very good financial policies

Continued strong operating performance will be supported by the university's evidenced favorable budgeting practices, revenue diversity, growing enrollment, and likely modest increase in state funding in fiscal 2023.

A rebound in enrollment and return to on-campus living will result in growing student generated revenue, and Idaho's strong economy supports our expectations of a modest increase in state funding for fiscal 2023. The university was able to maintain favorable performance during the pandemic through federal relief funds (about \$80 million in CARES, HEERF and state funds over fiscal 2020-2022) along with furloughing staff and holding position vacations. Going forward, mandated salary increases will lead to rising expenses, but we expect that the university will continue to take steps to maintain structural balance.

Wealth and liquidity: relatively strong and growing total cash and investments, although below aspirational peers

Boise State's total wealth will continue improving due to conservative budgeting and investment returns. At fiscal 2021 year-end, BSU's total cash and investments increased to \$466.4 million, a 22% increase over prior year. Management attributes the uptick to strong operating performance coupled with healthy investment returns. In terms of absolute dollars, the university is still below peers, but spendable cash and investments to operating expenses of 0.87 times is better than Aa3 medians.

While the university is not currently involved in a fundraising campaign, gift revenue remains steady, with a three-year average of \$40 million. Annual gifts did decline during fiscal 2021, however, a result of the ongoing pandemic.

Liquidity

Liquidity improved again in fiscal 2021. At fiscal 2021 year-end, the university reported \$254.8 million in monthly liquidity, which equates to 247 days cash on hand (DCOH), above the Aa median of 166 monthly days cash on hand.

Leverage: manageable debt and pension burdens with plans to borrow in the near-term

Despite plans to borrow in the next two years, leverage will remain manageable due continued principal amortization, diversified capital funding sources and moderate unfunded pension liability.

Over the past five years, capital reinvestment and facility maintenance have at least covered depreciation. Total cash and investments relative to total adjusted debt is adequate at 1.27 times. Total adjusted debt to adjusted EBIDA is strong at 5.3 times, supporting debt affordability inclusive of a planned issuance in fiscal 2023 to finance a first-year housing project.

Legal security

The university's outstanding and anticipated general revenue bonds are secured by Pledged Revenues of the Boise State University, which include tuition and student fees, auxiliary revenue and other specified revenue. The university has covenanted to establish and maintain Pledged Revenues greater than 1.1 times annual debt service. Fiscal 2021 Pledged Revenues of \$193.3 million provide approximately 9.5 times 2022 annual debt service (\$20.4 million), including the proposed series 2022A bonds.

Debt structure

Total debt outstanding, excluding the proposed series 2022A bonds, was \$366 million at fiscal 2021 year-end. This balance consists of \$220 million in revenue bonds, \$104 million in Moody's adjusted pension liability and \$40 million in a service concession arrangement (the university entered into a P3 agreement in 2015 with Greystar Real Estate Partners to develop and operate a residential Honors College and Sawtooth Hall, a freshman housing facility).

Proceeds from the proposed series 2022A bonds will be used to advance refund series 2015A, 2016A and 2017A for savings. Post-sale, the debt service schedule is descending with final maturity in 2050. Principal amortization is average with 47% retired in ten years.

Debt-related derivatives

The university has no exposure to variable rate debt or interest rate swaps.

Pensions and OPEB

The university has a moderate pension obligation that accounts for approximately 28% of its total outstanding debt as of June 30, 2021. BSU participates in a cost-sharing multiple-employer defined benefit plan administered by the Public Employee Retirement System of Idaho (PERSI). Since 1990, new employees at the university have been automatically enrolled in a defined contribution plan. The university's total adjusted debt, including the unfunded pension liability, to operating revenues is 0.83 times, favorably below the Aa3 medians of 1.21 times.

ESG considerations**Environmental**

The university currently does not have material exposure to environmental risks. The university is located in Boise in Ada County. Based on our ESG data, the county is at high risk for water stress, and median stress for heat stress. BSU has a variety of sustainability measures focused on building infrastructure with a low carbon footprint, and also has some research focus in areas of sustainability.

Social

Boise State University has exposure to several social considerations. Demographics within the state of Idaho, specifically in the Boise metropolitan area, are favorable, with a growing population and increasing number of high school graduates expected through 2026. However, the state's college going rate remains relatively low, and the higher education market remains highly competitive. Favorably, the university's urban location and prominent role as the largest public university in the state have enhanced the university's competitive position within the state and region.

Governance

BSU's strong management team budgets conservatively, and takes proactive measures to ensure structural balance, positioning the university to weather future uncertainty. The university also has a demonstrated thoughtfulness when it comes to recruiting and retention of students, leveraging both resident and non-resident markets. The university remains exposed to salary increases imposed by the state legislature, which the state has traditionally funded at only 50%, expecting the universities to offset the remaining expense with net tuition revenue growth.

The university's board is political: the eight members of BSU's Board of Trustees also serve as the Idaho State Board of Education, which governs K-20 education in the state of Idaho. A single board provides consistency of educational goals and policies across institutions. The board has a fiduciary duty not only to BSU, but all others across the state.

Rating methodology and scorecard factors

The principal methodology used in this rating was [Higher Education Methodology](#) published in August 2021. The Higher Education Methodology includes a scorecard that summarizes the factors that are generally most important to higher education credit profiles. Because the scorecard is a summary and may not include every consideration in the credit analysis for a specific issuer, a scorecard indicated outcome may or may not match an assigned rating. We assess brand and strategic positioning, financial policy and strategy, and operating environment on a qualitative basis.

Exhibit 3

Boise State University, ID

Scorecard Factors and Sub-factors	Value	Score
Factor 1: Scale (15%)		
Adjusted Operating Revenue (USD Million)	440	A
Factor 2: Market Profile (20%)		
Brand and Strategic Positioning	Aa	Aa
Operating Environment	A	A
Factor 3: Operating Performance (10%)		
EBIDA Margin	16%	Aa
Factor 4: Financial Resources and Liquidity (25%)		
Total Cash and Investments (USD Million)	466	Aa
Total Cash and Investments to Operating Expenses	1.2	Aa
Factor 5: Leverage and coverage (20%)		
Total Cash and Investment to Total Adjusted Debt	1.3	Aa
Annual Debt Service Coverage	4.2	Aaa
Factor 6: Financial Policy and Strategy (10%)		
Financial Policy and Strategy	A	A
Scorecard-Indicated Outcome		Aa3
Assigned Rating		Aa3

Source: Moody's Investors Service

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REPORT NUMBER

1317877

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RatingsDirect®

Boise State University, Idaho; Public Coll/Univ - Unlimited Student Fees

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Credit Profile

US\$150.0 mil gen rev rfdg bnds (taxable) ser 2022A due 04/01/2050

Long Term Rating

A+/Stable

New

Boise State Univ PCU_USF

Long Term Rating

A+/Stable

Affirmed

Rating Action

S&P Global Ratings has assigned its 'A+' rating to Boise State University (BSU), Idaho's series 2022A bonds and affirmed its 'A+' long-term rating and underlying rating (SPUR) on various bonds issued for BSU. The outlook is stable.

Total pro forma debt as of June 30, 2021, is \$263.7 million including the series 2022A bonds as well as a future expectation of \$45 million to be issued in fiscal 2023 for a student housing project for which planning and design has been approved by the university board. All of BSU's bonds are parity general-revenue debt secured by the university's unlimited student-fee pledge. This student fee is internally dedicated to debt service, and there is no debt service reserve fund. The 2022A bonds are secured by pledged revenues on parity with the other bonds.

The proceeds of the 2022A bonds will be used to advance refund on a taxable basis, all or a portion of the series 2015A, series 2016A, series 2017A, and to pay costs of issuing the 2022A bonds.

COVID initiated many changes at BSU, such as transitioning all course to an online format in March 2020 until June 2020, offering courses in the fall of 2020 and spring 2021 in a hybrid manner, and creating a public health office in April 2020. The university redesigned its course offerings with options for hybrid and fully remote courses that were traditionally delivered fully in-person. Each section offered was evaluated according to the class size and room availability. All in-person classes were reimaged to allow for social distancing. Fall 2021 and spring 2022 remain in person and the university does not mandate the vaccine, though strongly encourages it. Management reports that vaccination status of students on campus remains high relative to the state vaccination status.

Credit overview

We assess the university's enterprise profile as strong, reflecting stable overall demand metrics which includes growing full time equivalent (FTE) enrollment for fall 2021 and expectation of growth to continue coupled with increasing geographic diversity. We assess BSU's financial profile as very strong, with consistent full-accrual operating surpluses and pro forma available resources that are in line with the rating category. We believe these combined credit factors lead to a stand-alone credit profile of 'a+' and a long-term rating of 'A+'.

The ratings further reflect our assessment of BSU's:

- History of reporting positive adjusted financial operations on a full-accrual basis, as a result of good fiscal stewardship with a focus on operations and conservative budgeting;

- Growth in enrollment in fall 2021, with expectation of continued growth for fall 2022; and
- Solid available resource ratios for the rating category.

Partially offsetting these strengths, in our view, are the university's:

- Somewhat weak acceptance rate relative to medians, though in line with those of similarly rated peers, and
- Slightly above-average pro forma debt relative to the rating category.

The stable outlook reflects our expectation that, over the next two years, BSU will continue to generate full-accrual operating results and maintain its available resources relative to operations and pro forma debt, while maintaining enrollment trends.

BSU is in Boise, in western Idaho. It was founded in 1932 and has the largest enrollment of any public Idaho post-secondary institution, with 17,640 FTE students as of fall 2021. The university is fully accredited by the Northwest Commission on Colleges and Universities through 2026, and a number of its academic programs have also obtained specialized accreditation. The majority of students are undergraduates (about 89%), and 66% of the student body is from the state, although a larger portion of freshmen are from out of state. BSU competes for students with both in- and out-of-state public universities.

Environmental, social, and governance

Vaccine progress in the U.S. has helped alleviate some health-and-safety social risks stemming from COVID-19; however, in our view, BSU, like other not-for-profit colleges and universities, continues facing potential operational pressures in light of emerging COVID-19 variants. At this time, BSU is not requiring faculty, staff, and students to get a COVID-19 vaccine; however, the university highly encourages anyone eligible to do so. We believe management has taken prudent actions regarding the health and safety of its students, faculty, and staff through its remote and hybrid instruction options. The somewhat lower vaccination rates in the region could challenge these efforts, particularly if students, faculty, or staff become infected with the highly contagious Delta or Omicron variants. Positivity rate for fall term was very low at near 2% while the community rate was approximately 20%. Despite the elevated social risk, we believe environmental and governance risks at BSU are in line with our view of the sector as a whole.

Stable Outlook

Upside scenario

Credit factors that could lead to a positive rating action over time include sustained enrollment growth, stable demand metrics, supporting additional debt beyond what is currently planned by commiserate growth in available resources, or consistently higher operating margins.

Downside scenario

Although unlikely during the outlook period, credit factors that could lead to a downgrade include consecutive years enrollment declines, significant operating deficits, erosion of available resources relative to the rating category, or the issuance of new debt to levels that significantly increase BSU's debt burden and cause available resources to drop to levels that we consider less than adequate for the rating.

Credit Opinion

Enterprise Profile

Market position and demand

We view the university's enrollment and demand profile as solid, with historical steady growth in FTE and strengthening demand metrics, despite significant competition both in and out of state. However, similar to other universities, the COVID-19 pandemic affected FTE enrollment, resulting in a modest decline in fall 2020. The university rebounded quickly and saw an improvement in fall 2021. FTE enrollment increased by 4% to 17,640, compared with 16,962 in fall 2020. We expect management will continue to focus on enrollment, with efforts aligned toward recruitment, retention, and employability. Management expects continued growth in enrollment as Idaho demographics (particularly in southwest Idaho) are projecting increases in the 15-to-19-year-old population over the next five years.

For fall 2021, freshman applications rose by approximately 1% from the previous year, totaling 15,648. The increase was primarily the result of the continuation of an in-state program, started in fall 2019, aimed at encouraging students to apply, coupled with out-of-state demand. The selectivity rate for fall 2021 was 83.1%, which was weaker as compared with that of the prior year. Although the matriculation rate was also weaker, at 23.7% for fall 2020 (compared with a five-year average of 31.3%), BSU enrolled its largest freshman class (3,171) in fall 2021. While the university adopted a test-optional applications process through the pandemic, student quality, as measured by the average entering freshman American College Testing score (23), is slightly above average for the rating category. Retention of 76% is slightly higher than the historical average of 74%. Its six-year graduation rate increased, to 53% from 46% in fall 2018, but still remains low compared with national averages.

BSU's fundraising is done through the BSU Foundation. The university concluded its \$25 million scholarship campaign in 2017, having raised \$52 million. In our view, fundraising remains moderate. We expect fundraising will continue at historical levels.

Management and governance

We view the effectiveness of BSU's management and governance as solid and in line with the rating. Dr. Marlene Tromp has served as the university's president since July 1, 2019, and while we view the management team as stable, there have been a few additions to the senior management team since our last review. In 2021, Dr. John Buckwalter was appointed as the provost. Prior to his position at Boise State University, Dr. Buckwalter served as the dean of the College of Health and Human Sciences at Kansas State University. In addition, Jeramiah Dicky was also appointed the executive director of athletics in early 2021 after serving as the associate vice president for intercollegiate athletics since February 2017 at Baylor University. Currently the university is conducting a search for a vice president of research and a vice president of student affairs and anticipates that they will have made a decision by mid-2022. Despite recent changes to senior management, we view the management team's stability and depth (particularly at the office of finance) favorably overall and as mitigating factors to these changes.

Management oversight and determination of BSU policies and standards is vested with the board, which also serves as

the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional-Technical Education and Vocational Rehabilitation. The governor appoints seven of the members of the combined boards for five-year terms. The elected state superintendent of public instruction serves ex officio as the eighth member of the board for a four-year term.

The new university president recently introduced strategic themes that include strengthening its research mission, increasing the awareness of program offerings, and outreach to rural students. We view management's commitment to these areas favorably. We also take a positive view of management's standards for operational performance and effectiveness. The university budgets conservatively and produces interim comparative quarterly financial reports prepared using a modified accrual basis of accounting, including management's discussion and analysis. We view this as a best practice.

Financial Profile

Financial operations

We characterize BSU's financial performance as sound, with the expectation of continued operating surpluses resulting from conservative budgeting practices, and healthy growth in net tuition revenue. For fiscal 2021, net operating income increased to 6.7% from 4.1% in fiscal 2020. Grant and contract revenues increased \$8 million, or 15%; federal funding represents 73% of the increase.

As Idaho's largest public university, BSU receives one of the biggest portions of state appropriation allocations for public institutions totaling: \$102.8 million in fiscal 2019, and \$108.0 million in fiscal 2020. For fiscal 2021, state appropriations were about 1% lower due to COVID-19 at \$ 107.1 million; however, they increased to \$109.7 million in fiscal 2022. The Idaho Department of Public Works also provides capital funding for various construction projects and repairs at the university; the amount varies from year to year.

While BSU receives a large share of state appropriations, student-related fees (tuition and fees and auxiliary revenues) account for the majority of revenues. The university's revenue composition has remained about the same over the past year: appropriations at 24% of total operating revenue; student fees, net at 37%; grants and contracts at 17%; sales and services contribute 9%; and gifts at 6% of total revenue. Modest fee increases, coupled with a history of enrollment growth, have led to healthy increases in net tuition revenue, ranging between 5% and 10% over the past five years. For fiscal 2020 and fiscal 2021, full-time tuition for residents was \$8,060, although room and board increased by 9.2% in fiscal 2022. The increase resulted in an overall change of 5.6% to total resident costs (including fees and tuition). In our view, they remain comparable with those of peer institutions, and modest tuition and fee increases should allow BSU to further increase its net tuition revenue.

Available resources

The university's financial resource ratios continue to grow, and we believe they are solid for the rating. Total net assets as of June 30, 2020, increased by 5.7% from the previous year, to \$525 million. As of Dec., 31, 2021, the university investment portfolio totaled \$157.8 million, which we anticipate will result in a healthy increase in net assets in fiscal 2022. In addition, the university benefits from a separate foundation that as of June 30, 2021, had total assets of \$ 215

million, only \$17.8 million of which was unrestricted. After adjusting for Governmental Accounting Standards Board Statement No. 68 and including the foundation's unrestricted net assets (UNA), BSU's available resources (as measured by adjusted UNA) totaled \$210.9 million, equal to 46% of operating expenses and 80% of total pro forma debt. Cash and investments were slightly stronger totaling \$256.3 million or 56% of total adjusted operating expense and 97% of total pro forma debt.

Debt and contingent liabilities

Total pro forma debt for the university is \$263.7 million including the series 2022A bonds as well as a future expectation of \$45 million to be issued for a student housing project for which planning and design has been approved by the university board. All of BSU's bonds are parity general-revenue debt secured by the university's unlimited student-fee pledge. Management indicates it plans to build an additional building to house first-year students, with an estimated cost of \$45 million, and a construction management building. We have included the student housing debt in our total pro forma debt calculation, however, MADS does not include the debt service associated with it since the university plans to issue this debt later in fiscal year 2023.

Pro forma maximum annual debt service occurs in in 2023 and is about \$18.6 million, which is slightly high for the rating category. However, this is offset by the fact that the university amortizes about \$20 million of debt per year, and overall, debt remains manageable for the rating category, at 4.1% of fiscal 2021 adjusted operating expenses. We view management's debt portfolio as conservative, with all debt being fixed rate with level amortization. Other capital projects under consideration include faculty and staff housing. Given the university's history of conservative fiscal management, we expect debt issuance will be manageable and in line with sufficient increases in resources, although we will evaluate additional debt at the time of issuance.

Boise State University, Idaho Enterprise And Financial Statistics					
	--Fiscal year ended June 30--				
	2022	2021	2020	2019	2018
Enrollment and demand					
Headcount	25,829	24,103	26,272	25,540	24,154
Full-time equivalent	17,640	16,962	17,686	16,962	16,317
Freshman acceptance rate (%)	83.1	77.5	77.4	80.7	84.0
Freshman matriculation rate (%)	24.4	23.7	25.7	32.4	36.8
Undergraduates as a % of total enrollment (%)	86.8	86.2	87.3	86.4	86.0
Freshman retention (%)	76.0	77.8	79.5	79.5	79.8
Graduation rates (six years) (%)	53.0	54.0	50.0	45.8	43.4
Income statement					
Adjusted operating revenue (\$000s)	N.A.	489,045	490,803	464,457	438,193
Adjusted operating expense (\$000s)	N.A.	458,376	471,641	444,878	429,433
Net adjusted operating income (\$000s)	N.A.	30,669	19,162	19,579	8,760
Net adjusted operating margin (%)	N.A.	6.69	4.06	4.40	2.04
Estimated operating gain/loss before depreciation (\$000s)	N.A.	59,174	47,623	47,491	37,098
Change in unrestricted net assets (UNA; \$000s)	N.A.	23,440	21,005	24,193	(12,491)
State operating appropriations (\$000s)	N.A.	107,108	108,013	102,793	100,462

Boise State University, Idaho Enterprise And Financial Statistics (cont.)

	--Fiscal year ended June 30--				
	2022	2021	2020	2019	2018
State appropriations to revenue (%)	N.A.	21.9	22.0	22.1	22.9
Student dependence (%)	N.A.	48.2	52.0	53.0	52.1
Health care operations dependence (%)	N.A.	N.A.	N.A.	N.A.	N.A.
Research dependence (%)	N.A.	11.8	10.2	10.1	10.1
Endowment and investment income dependence (%)	N.A.	0.3	0.7	0.9	0.8
Debt					
Outstanding debt (\$000s)	N.A.	220,651	230,775	221,180	231,280
Proposed debt (\$000s)	N.A.	133,735	N.A.	N.A.	N.A.
Total pro forma debt (\$000s)	N.A.	263,748	N.A.	N.A.	N.A.
Pro forma MADS	N.A.	18,628	N.A.	N.A.	N.A.
Current debt service burden (%)	N.A.	4.14	4.44	4.60	5.37
Current MADS burden (%)	N.A.	4.46	4.33	4.63	4.80
Pro forma MADS burden (%)	N.A.	4.06	N.A.	N.A.	N.A.
Financial resource ratios					
Endowment market value (\$000s)	N.A.	215,009	169,742	179,144	186,745
Related foundation market value (\$000s)	N.A.	215,009	169,742	179,144	186,745
Cash and investments (\$000s)	N.A.	256,324	212,674	222,315	218,917
UNA (\$000s)	N.A.	170,604	147,164	126,159	101,966
Adjusted UNA (\$000s)	N.A.	210,899	202,750	180,508	154,668
Cash and investments to operations (%)	N.A.	55.9	45.1	50.0	51.0
Cash and investments to debt (%)	N.A.	116.2	92.2	100.5	94.7
Cash and investments to pro forma debt (%)	N.A.	97.2	N.A.	N.A.	N.A.
Adjusted UNA to operations (%)	N.A.	46.0	43.0	40.6	36.0
Adjusted UNA plus debt service reserve to debt (%)	N.A.	95.6	87.9	81.6	66.9
Adjusted UNA plus debt service reserve to pro forma debt (%)	N.A.	80.0	N.A.	N.A.	N.A.
Average age of plant (years)	N.A.	14.6	13.7	13.0	12.1
OPEB liability to total liabilities (%)	N.A.	7.6	7.0	6.0	6.6

N.A.--Not available. MNR--Median not reported. MADS--Maximum annual debt service. Total adjusted operating revenue = unrestricted revenue less realized and unrealized gains/losses and financial aid. Total adjusted operating expense = unrestricted expense plus financial aid expense. Net operating margin = 100*(net adjusted operating income/adjusted operating expense). Student dependence = 100*(gross tuition revenue + auxiliary revenue) / adjusted operating revenue. Current debt service burden = 100*(current debt service expense/adjusted operating expenses). Current MADS burden = 100*(maximum annual debt service expense/adjusted operating expenses). Cash and investments = cash + short-term and long-term investments. Adjusted UNA = Unrestricted net assets + unrestricted net assets of the foundation. Average age of plant = accumulated depreciation/depreciation and amortization expense.

Related Research

Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020

Ratings Detail (As Of February 10, 2022)

Ratings Detail (As Of February 10, 2022) (cont.)

Boise State Univ PCU_USF		
<i>Unenhanced Rating</i>	A+(SPUR)/Stable	Affirmed
Boise State Univ PCU_USF		
<i>Long Term Rating</i>	A+/Stable	Affirmed
Boise State Univ PCU_USF		
<i>Long Term Rating</i>	A+/Stable	Affirmed
Boise State Univ PCU_USF		
<i>Long Term Rating</i>	A+/Stable	Affirmed
Boise State Univ PCU_USF		
<i>Long Term Rating</i>	A+/Stable	Affirmed
Boise State Univ PCU_USF (FGIC) (MBIA) (National)		
<i>Unenhanced Rating</i>	A+(SPUR)/Stable	Affirmed
Boise St Univ gen rev proj and rfdg		
<i>Long Term Rating</i>	A+/Stable	Affirmed
Boise St Univ gen rev proj and rfdg		
<i>Long Term Rating</i>	A+/Stable	Affirmed

Many issues are enhanced by bond insurance.

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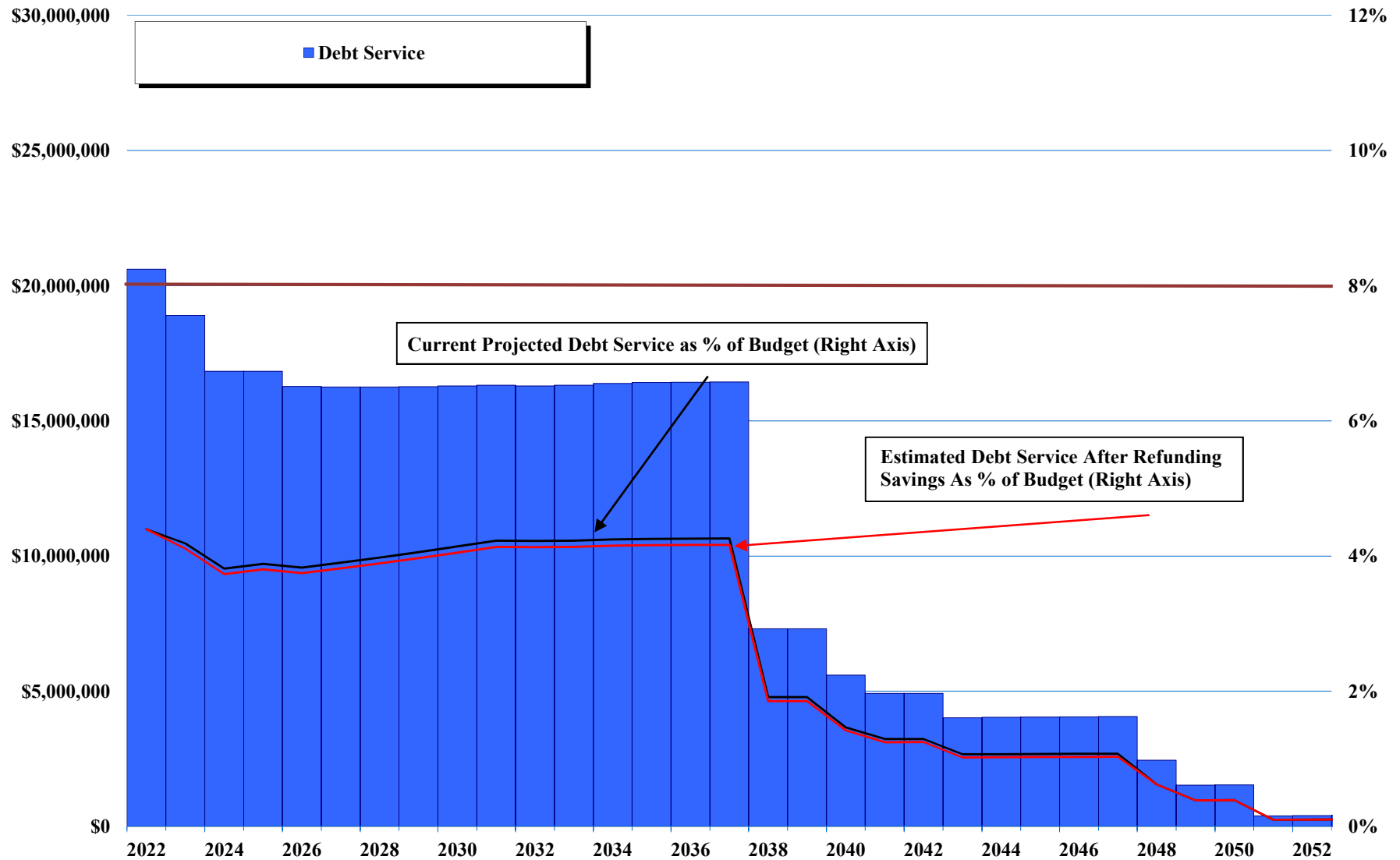
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Boise State University Debt Service Projection



BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

BOISE STATE UNIVERSITY

SUBJECT

Professional fee for Master of Athletic Training

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University is proposing a professional fee for the Master of Athletic Training (MAT) of \$320 per semester. If approved, and upon establishment of this fee, Boise State University will discontinue charging course fees in the MAT program. Alternatives to a professional fee, such as course fees, have been utilized and the University has concluded that these alternatives do not satisfactorily meet the expectations of a professional health care degree program such as the MAT.

The request to switch to a professional fee instead of course fees in the MAT is to meet the requirements of offering a nationally accredited educational program. Professional fees are used to afford expenses directly related to accreditation, clinical instruction (field experience) and equipment and supplies related to student learning. Course fees cannot be expended on accreditation or clinical instruction related expenses thereby leaving a gap in the ability to fund complete operation of this program.

The MAT at Boise State University prepares athletic trainers for entry-level practice in positions in high school, collegiate, professional, industrial, military, entertainment, and other employment opportunities providing healthcare for the physically active. Employers around the country have sought out Boise State Athletic Training graduates over the years. The first-attempt pass rate for Boise State graduates during the past three years on the national Board of Certification examination is 82%, which is well above the national average of 72%. Additionally, graduates are employed at a rate of 100% immediately after graduation. And, the program won the National Athletic Training Association student quiz bowl event, held this past June.

This fee proposal meets the criteria for professional fees as detailed in the above-referenced policy as follows:

Credential or Licensure Requirement (V.R.3.b.iii.a.1):

Athletic Training graduates must become licensed according to the state in which they choose to work. Prior to applying for licensure, graduates take the Board of Certification (BOC) national examination for Athletic Training Certification. Thus,

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APRIL 21, 2022

to practice as an Athletic Trainer graduates must be certified and licensed, much like other health care providers.

Accreditation Requirement (V.R.3.b.iii.a.2):

The MAT is accredited by the Committee on Accreditation for Athletic Training Education (CAATE).

Extraordinary Program Costs (V.R.3.b.iii.a.3):

The MAT program is driven by a hands-on curriculum whereby students are actively involved in their classes and clinical education on a daily basis. The program is fortunate to operate a learning laboratory, similar to a fully functioning evaluation and physical rehabilitation clinic. This requires the purchase of, and annual calibration and safety maintenance of expensive equipment such as electric, acoustic, light, thermal, and aquatic therapy modalities. Examples of other expensive equipment include the sharing of costs for maintenance and repair of diagnostic imaging and motion capture systems that are housed in other departmental programs. In addition, students utilize a significant amount of expendable treatment and therapy supplies over the course of a single semester. The program utilizes simulated learning experiences as well, thus expenses accrue for frequent rentals of the simulation laboratory and for hiring standardized patients to replicate real patient evaluation.

The MAT program operates over 24 consecutive months and many clinical instructors (preceptors) supervise students in the community throughout the entire years. Departmental appropriations are not sufficient to cover all clinical instruction and supervision, especially during summer months. Clinical instruction also requires costly annual licensing of database software technology to manage each student's clinical experience, evaluation, and proficiency in skill attainment. Annual fees for accreditation and program review continue to increase from year to year. Appropriated funds are not sufficient to keep pace with all of the required fees to operate a credentialed health care program.

IMPACT

Boise State would like to implement a \$320 per semester professional fee, to be assessed during each of the six semesters for the MAT, in place of the existing course fee structure. The total amount of professional fees will be \$1,920. This new fee will result in an \$83 per semester increase for students as compared to the current course fees that are assessed throughout the MAT program. Thus, the additional total cost to an individual student would be \$500 during their education in the MAT degree program at Boise State. In comparison to fourteen other accredited Athletic Training programs in the Northwest and Rocky Mountain regions, the Boise State MAT will assess the **second lowest professional fee**. The MAT program seeks to align with the University's goal of providing students an accessible, cost effective, and high quality graduate professional health care program.

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Professional fees will be used to support student success and enhance the quality of our students' education by providing greater access to modern health care equipment and supplies, in addition to enhanced student learning tools. Without this change in fee structure, access to the latest equipment, supplies and learning tools, student and instructor access will be limited and our graduates may not be fully prepared to enter the workforce.

STAFF COMMENTS AND RECOMMENDATIONS

Staff finds this request meets the criteria for a professional fee under Board policy. Participating students would see less than a \$200 increase per semester compared to the current course fees, but the total degree program cost would still be lower than comparable regional programs. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to implement a \$320 per semester professional fee, to be assessed during each of the six semesters for the Master of Athletic Training, in place of the existing course fee.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

BOISE STATE UNIVERSITY

SUBJECT

Associate of Arts/Associate of Science - request to offer these existing degrees to be also offered with an online program fee.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes the Associate of Arts/Associate of Science (AA/AS), currently existing programs, to also be offered utilizing an online program fee. These programs will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. The proposed programs will act as extensions of the stackable credential degree tracks (interdisciplinary and major specific) for online students in order to provide flexibility and adaptability to Idaho and non-Idaho communities. The online associate degree programs are intended to serve as a one-front-door opportunity for students to earn an academic credential on the way to a bachelor's degree program (most likely a degree completion program).

These programs will provide students with a concrete degree path to complete general education requirements while adding value to their lower-division coursework. Offering more defined pathways for students has been found to better student engagement, retention, and persistence. The model follows the American Council on Education's recommendations for effective practices to support adult learners. It also provides an opportunity for students to receive an early credential to supplement their resumes and apply learned skills to the workplace.

IMPACT

Graduates of these programs will be able to join the workforce and support their employment eligibility in a career of interest as well as to pursue a baccalaureate degree of their choosing.

The programs' overall size will be scaled to demand. Programs are currently available online, and no new instructional costs are expected to be incurred until FY 25, at which point it is anticipated that additional course sections may be added to limit class sizes to no more than 30 students.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R.3.a.x. The price-point of \$350 for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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STAFF COMMENTS AND RECOMMENDATIONS

All courses listed under these degree programs are offered currently, and there is sufficient capacity. In BSU's asynchronous online programs, course sections are generally designed to be up to 30 students in order to provide a highly quality educational experience for students. If more than 30 students enroll in an online course, a new section is opened which increases instructional costs. Thus, instructional costs change at the 31 student threshold. As demand grows for these programs' courses, the program's overall size will be scaled, with more course sections added if there are more than 30 students in courses.

Currently, Board Policy III.G Postsecondary Program Review and Approval does not require Board approval for program expansions to add online options under existing academic programs. The request before the Board is to approve online program fees for each existing degree offering.

Boise State's request to assess an online program fee of \$350 per credit aligns with criteria as defined in Board Policy V.R. including that the online program fee is in lieu of tuition and all other Board-approved fees.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to charge an online program fee of \$350 per credit for the Associate of Arts and Associate of Science degrees.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

BOISE STATE UNIVERSITY

SUBJECT

ESI - Construction Management Building

REFERENCE

August 2020	Board approved Boise State University – 6-Year Capital Plan
December 2020	Board approved request for design services for a cost, not to exceed \$350,000
February 2022	Board approved naming the CM Building the ESI-Construction Management Building

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1., Section V.E.2.a.xvi, Section V.I.

BACKGROUND/DISCUSSION

The Boise State University Foundation Inc., (Foundation) a non-profit Idaho corporation and non-state entity, has been working with donors to fund a new construction management academic building on the northwest corner of Manitou Avenue and Beacon Street (the “CM Building”). The Boise State Construction Management (CM) program has grown nearly 60 percent since 2014. Today, there are more than 350 students in the program with 100 percent placement of graduates in industry positions. This new building would replace the aging, undersized, and generally insufficient facilities that currently house construction management activities. The CM Building will be approximately 15,155 square feet, including two large lab spaces, a large high bay shop, and smaller instruction and work/study spaces. The projected cost is approximately \$4.5M, to be funded entirely through cash and in-kind donations made to the Foundation and constructed entirely by the Foundation. The University and the Foundation entered into a non-binding Memorandum of Agreement dated October 21, 2021 setting forth the terms by which the Foundation will own and construct the CM Building. Since that time, the Foundation has further agreed that no University contribution will be required to construct the CM Building. The University will ground lease the land to the Foundation in order to permit the Foundation to construct the CM Building on University land. The Foundation will collect pledges, funds, and in-kind donations and enter into contracts with the contractor and others as necessary to complete construction. Following completion, the Ground Lease will terminate and the CM Building will be donated to the University.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

Although the University submitted for design approval in December 2020, the Foundation was able to garner additional support and no longer requires any University contribution to construct the CM Building. Construction will be accomplished through monetary donations as well as in-kind donations of goods and services from industry partners. Although the University is not constructing the building or funding construction, the University seeks Board approval of the project and related transactions, since the building is on the University's campus and the University will ultimately occupy and own the CM Building. The University presented the project to the Permanent Building Fund Advisory Council (PBFAC) in April as an information item, in accordance with Idaho statutes and PBFAC Council rules governing non-state entity funded projects. The University will seek approval of the CM Building plans and specifications by PBFAC at a subsequent meeting once Board approval is obtained and the plans and specifications completed.

IMPACT

The Construction Management building will allow Boise State students to receive hands-on professional work experience and apply knowledge gained in the classroom to the job site. There is no fiscal impact to the university for construction.

ATTACHMENTS

Attachment 1 - Memorandum of Understanding executed October 21, 2021
Attachment 2 – Proposed Ground Lease between Foundation and University

STAFF COMMENTS AND RECOMMENDATIONS

Although there is no cost to the institution for construction, the building will become university property at the end of the process, and the university will be responsible for ongoing maintenance.

BOARD ACTION

I move to authorize the construction of the Construction Management Building by the Boise State University Foundation on behalf of Boise State University, at no cost to the University, and to further authorize the President or designee to execute such documents and agreements, including the Ground Lease, and take such actions relating thereto as are reasonably necessary to permit the Foundation to construct the Construction Management Building.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of this 21 day of October, 2021, sets forth certain nonbinding understandings and binding agreements by, between, and among the BOISE STATE UNIVERSITY FOUNDATION (the "Owner"), an Idaho 501(c)(3) non-profit foundation, BOISE STATE UNIVERSITY ("University"), an Idaho institution of higher education, and ENGINEERED STRUCTURES, INC. (the "Contractor"), an Idaho corporation, relating to the proposed donation of assets to Owner, and construction of a building for the benefit of Owner (the "Proposed Transaction"). The Owner, University and Contractor are sometimes referred to individually as a "Party" and collectively as the "Parties".

1. MOU Subject to Definitive Agreement. This MOU is for discussion purposes only, and is not intended to constitute a legally binding or enforceable agreement or commitment on any Party, except for Section 3 of this MOU which shall be binding on the Parties in accordance with its terms.

2. Nonbinding Understandings. This Section 2 sets forth the nonbinding understandings of the Parties with respect to the Proposed Transaction. It is the present intention of the Parties that Contractor would construct a building for the benefit of Owner on terms and conditions substantially similar to those set forth in this Section 2. These terms are based upon information currently available. They do not reflect all of the material terms of the Proposed Transaction but provide a basis for negotiating the Definitive Agreement (as defined below).

(a) Definitive Agreement. The Parties intend to negotiate a formal written agreement that would govern the Proposed Transaction ("Definitive Agreement"). Binding obligations with respect to the Proposed Transaction shall only arise upon the execution of the Definitive Agreement by all Parties.

(b) Building Construction. Owner and Contractor will execute a Definitive Agreement through which Owner pays for, and Contractor constructs, a construction management building/lab (the "CM Lab") on real property owned by University, for eventual donation to, and use by, Boise State University.

(i) The preliminary estimated construction budget (the "Budget") for the CM Lab is approximately Four Million Dollars (\$4MM).

"Experience ... Service ... Integrity"

LICENSES: AK, AR, AZ, CA, CO, CT, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MN, MO, MT, ND, NE, NV, NM, OH, OK, OR, PA, SC, SD, TX, UT, VT, WA, WI, WY

AK 27938 AZ ROC 132139 CA 696242 CT 902484 HI BC-29254 ID RCE-3108 NM 88125 NV 24265B OR CCB 77160 WA ENGINS1152K2 WV 47456

(ii) Contractor will be involved with the Architect and schematic design, and will manage the construction of the CM Lab.

(iii) The current rendering can be used as a starting point, and is subject to change for basis of design for the CM Lab with the intent of using the Mass Timber Construction method proposed by Boise Cascade to highlight the beauty of wood and its durability when exposed to the elements. However, Design Development will dictate final design and Contractor will have approval authority over the exterior design.

(iv) Construction will not begin until sufficient cash and in-kind donations have been received or pledges documented to fully fund the project, and any required approvals have been obtained. Owner may provide working capital to cover pledge payments not yet received, but that is all of the Parties' intended financial risk.

(c) Capital Contributions. In expectation of the Budget, the Parties will work together to effectuate the following contributions:

(i) Contractor Contribution. Contractor will donate One Million Dollars (\$1MM) to Owner to help facilitate the construction of the CM Lab, subject to the conditions set forth in Section 2 of the MOU.

(ii) Matching Funds. Owner and University will obtain, at a minimum, One Million Dollars (\$1MM) in matching funds (the "Matching Funds") to help facilitate the construction of the CM Lab. Owner and University's good faith attempts to obtain Matching Funds shall not end at \$1MM; rather, Owner will continue to gather as much in Matching Funds as possible to fund construction of the CM Lab.

(iii) Subcontractor Contribution. Owner, University and Contractor will work together, in good faith, to secure at least Two Million Dollars (\$2MM), through additional cash and/or "in-kind" donations, from the subcontractor community, to complete construction of the CM Lab. Contractor guarantees the first One Million Dollars (\$1MM) of Subcontractor Contribution.

(iv) Gap Contribution. Owner, University and Contractor will work together, in good faith to obtain such additional funds, if any, necessary to complete construction of the CM Lab which exceed those specified in Sections 2.(c)(i)-(iii), if any.

(d) Donor Recognition.

(i) Naming Rights. Contractor has exclusive and permanent naming rights to the CM Lab, including exterior signage partnered with Boise State University branding. The exclusive naming rights include, by way of

example, internal "way finding" similar to the Micron Business and Economics Building.

(ii) Subcontractor Donor Recognition. There will be an opportunity for subcontractors and industry partners who provide cash or "in-kind" donations to receive name recognition on a donor wall (the "Donor Wall") inside the CM Lab. The Donor Wall will have identified parameters commensurate with level of contributions.

(iii) General Donor Recognition. All other gifts and in-kind donors will be recognized on the Donor Wall.

(iv) Specific Interior Naming Rights. Owner reserves the right to assign individual name plates, not to exceed 60 square inches in size, for the Student Presentation Room, three classrooms, and three group rooms.

(e) Customary Provisions. The Definitive Agreement is subject to, and contingent upon, any required approvals of the State Board of Education or the Permanent Building Fund Advisory Council, and will contain such covenants, conditions, indemnities, representations and warranties as are customary for this type of transaction and as the Parties would mutually agree.

3. Binding Agreements. This Section 3 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the significant expenses that the Parties will incur in pursuing the Proposed Transaction and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

(a) Good Faith Negotiations. The Parties shall negotiate in good faith and use their best efforts to bring about the execution and delivery of the Definitive Agreement at the earliest practicable time.

(b) Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the Proposed Transaction, including without limitation (i) the performance of its obligations under this MOU, (ii) conducting its due diligence investigation, and (iii) drafting and negotiating the Definitive Agreement.

(c) Term and Termination. The MOU shall expire upon the execution of the Definitive Agreement. Either Party may terminate this MOU after 180 days from the date of this MOU without any obligation or liability to the other Party.

(d) Governing Law. This MOU and any Definitive Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, without giving effect to any choice or conflict of law provision or rule.

(e) No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.

(f) No Assignment. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

(g) Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.


BOISE STATE UNIVERSITY FOUNDATION

By 

Name: Paul Powell

Title: Executive Director

ENGINEERED STRUCTURES, INC.

By 

Name: Neil Nelson

Title: President

BOISE STATE UNIVERSITY

By 

Name: Mark Heil

Title: Vice President/CFO

GROUND LEASE

This Ground Lease (the “**Lease**”) dated effective as of the 1st day of May, 2022 (the “**Commencement Date**”), is entered into between the Idaho State Board of Education by and through Boise State University, a State of Idaho public institution of higher education (“**Landlord**” or “**University**”) and Boise State Foundation, Inc., a State of Idaho nonprofit corporation (“**Tenant**” or “**Foundation**”). University and Foundation shall each be a “Party” hereunder and collectively, the “Parties.”

RECITALS

WHEREAS, Foundation was established in 1964 for the benefit of University and in that capacity, accepts donations for the benefit of the University; and

WHEREAS, the University and the Foundation are committed to developing a new Construction Management building on the campus of Boise State University that is 100% funded through cash and in-kind donations; and

WHEREAS, the University and the Foundation have entered into certain agreements whereby donors have contributed money and like-kind contributions for the purpose of constructing a Construction Management building on the campus of Boise State University; and

WHEREAS, due to the nature of the funding for the project, the Foundation has agreed to construct the building, and therefore the project falls outside the standard Department of Public Works design and construction process and will be treated as a non-state entity funded project; and

WHEREAS, the Foundation thereby intends to lease certain real property owned by University and located on the northwest corner of Beacon and Manitou as described in Exhibit A (the “**Land**”) to develop a multi-level Construction Management building with approximately 12,000 square feet containing laboratory structures, state of the art learning environments, a 45-seat computer and construction technology classroom, and new high bay structures for enhanced exterior lab activities (the “**Improvements**”);

WHEREAS, the University hereby desires to lease the Land to Tenant and Tenant desires to lease Land from University pursuant to the terms, conditions, covenants and provisions of this Lease and to construct the Improvements on the Land (collectively, the Land, Improvements and associated tangible personal property are referred to herein as the “**Premises**”); and

WHEREAS, following construction of the Improvements, the Parties intend that the Ground Lease will terminate and University will own and operate the Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth by each Party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by each Party hereto, Landlord and Tenant hereby agree as follows with the intent to be legally bound.

ARTICLE 1PREMISES AND EASEMENT

Section 1.01 Land. Landlord is the holder of fee simple title to certain land located in Boise, Idaho which is more particularly described in Exhibit A attached to this Lease, together with all rights, easements and appurtenances thereto or in anywise belonging (the “**Land**”).

Section 1.02 Lease Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms, conditions, covenants and provisions of this Lease, on an as-is, where-is basis, the Land, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Land.

ARTICLE 2TERM

The term of this Lease shall commence on the Commencement Date and shall expire sixty (60) days after Substantial Completion of the Improvements, or on such sooner date agreed to by the Parties (the “**Term**”). In no case shall the Term exceed four years.

ARTICLE 3DEVELOPMENT OF IMPROVEMENTSSection 1.01 Demolition and Abatement of Existing Improvements.

(a) Tenant shall (i) demolish all existing improvements on the Land, including removal of below grade construction such as basement walls, foundation walls and footings, in accordance with plans and specifications which are prepared by an architect or engineer selected by Tenant and approved by Landlord, and which are mutually approved by Landlord and Tenant; (ii) remove all unsuitable soils and debris from the Land and infill or backfill as necessary to leave the Land appropriate for the start of new construction, (iii) remove all Hazardous Materials, insofar as recommended by a Phase I or other environmental engineering report required by the environmental engineers for the Project (collectively, the “**Demolition and Abatement Work**”).

(b) Upon the preliminary completion of the Demolition and Abatement Work, Tenant and Landlord shall inspect the Land and mutually agree that the Demolition and Abatement Work has been completed.

Section 3.01 Tenant’s Obligation to Construct Improvements.

(a) On behalf of Landlord and for the consideration set forth herein, Tenant shall construct the Improvements on the Land at Tenant’s sole cost and expense in accordance with plans and specifications approved by the University’s Architect (the “**Plans**”). Landlord shall promptly respond to each approval request received from Tenant. Following approval, any material change to the Plans is subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. The Improvements shall generally

consist of a multi-level construction management building with approximately 12,000 square feet containing laboratory structures, state of the art learning environments, a 45-seat computer and construction technology classroom, and new high bay structures for enhanced exterior lab activities as may be finally agreed upon and described in the Plans. Prior to commencement of construction of any of the Improvements, the Plans for such Improvements shall have been approved by the Idaho Division of Occupational & Professional Licensing (DOPL), formerly Division of Building Safety and Tenant shall have provided a copy of such approved Plans to the Landlord.

(b) The initial budget for the design, development and construction of the Improvements (as it may be amended from time to time, the “**Development Budget**”) is approximately four million dollars. Tenant shall pay all costs for construction of the Improvements. Tenant and Landlord agree that construction will not begin until cash and in-kind donations have been received or pledged to Tenant’s satisfaction, in Tenant’s sole discretion, sufficient to fund 100% of the project.

Section 3.02 Work Product. Upon Substantial Completion, all of the Tenant Parties’ right, title and interest in and to the Plans, professional third party reports commissioned by the Tenant Parties (such as environmental, geotechnical, survey and market study), and other work products prepared by or on behalf of the Tenant Parties (such as budgets, proformas and market studies) in connection with the pre-development activities (collectively the “**Work Product**”) shall become the property of the University.

Section 3.03 Covenants and Requirements of Construction.

(a) In the construction of the Improvements (sometimes referred to as the “**Work**”), Tenant:

(i) shall at its own cost and expense obtain and comply with all permits and approvals necessary for the construction of the Improvements;

(ii) shall comply with all Requirements of any Public Authority including without limitation, Environmental Laws, applicable to the Work;

(iii) shall give prior notice to Landlord of all Tenant’s architects, engineers and general contractors to be engaged in the construction of the Improvements, permitting Landlord to object to any such engagement, provided that such objection will not be unreasonably made, conditioned or delayed;

(iv) shall perform the Work within the times provided for herein, in compliance with the Plans, in a good and workmanlike manner, and in accordance with all the provisions of this Lease;

(v) shall perform the Work in a manner not to unreasonably interfere with the University’s campus life;

(vi) shall allow Landlord unrestricted access to the Premises during the Work, including a project manager(s) designated by Landlord (and compensated by Landlord) to monitor the Work;

(vii) shall be fully and solely responsible for safety of the jobsite, the Construction Easement Areas and the immediately surrounding public areas and compliance with applicable safety laws and regulations;

(viii) shall timely pay, prior to the filing of any Liens, all proper accounts for work done or materials furnished under all contracts which it has entered into relating to the Work in accordance with the terms of the contracts and state law;

(ix) shall require the contractor to provide, on or before the commencement of the Work, the following bonds for the benefit of Tenant and Landlord, executed by a surety authorized to do business in the state in which the Premises are located and with an A.M. Best Rating of A- or better: (A) a co-obligee payment bond or a payment bond and a dual obligee rider in an amount equal to one hundred percent (100%) of the original contract price; and (B) a co-obligee performance bond or a performance bond and a dual obligee rider in an amount equal to one hundred percent (100%) of the contract price as it may be increased;

(x) shall develop a traffic plan addressing traffic interruptions during the duration of the Work. Tenant shall submit the traffic plan to the University and the Ada County Highway District for approval promptly prior to the commencement of on-site Work at the Premises and Landlord shall approve or make modifications promptly after receipt of the traffic plan from Tenant. The traffic plan shall address all preexisting private and public automobile, bicycle and pedestrian transportation affected by the Work, including, but not limited to, access to bus stops and traffic during athletic, performing arts and other special events occurring during the duration of the Work and construction/contractor employee parking off site; and

(xi) shall provide for street cleaning, clear access to other University property, emergency vehicle access to all surrounding areas, construction staging with appropriate fencing and parking, hoisting requirements and limitations, project signage limitations, salvage items, and protection of surrounding sidewalks and existing infrastructure.

(b) No open burning of any materials or any use or storage of Hazardous Materials (except in accordance with Environmental Laws) shall be permitted on the Premises or the Construction Easement Areas.

(c) The Work on the Improvements will be limited to 8:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, with no heavy construction noise prior to 8:00 a.m. or during the University's final examination periods (which periods shall be determined by the University in its sole and absolute discretion). Unless otherwise approved by the Landlord, Tenant shall give seventy-two (72) hour written notice to residents and building operators prior to any utility shutdown which would affect the neighboring residential communities. No construction activity will be performed on the days of the University's commencement exercises.

(d) Any rock blasting performed on the Premises must be approved in writing by a representative designated by the University at least two (2) weeks prior to the blasting activities and in accordance with University blasting standards. All blasting activities performed by Tenant must comply with heavy construction noise work limitations and restrictions.

(e) Tenant shall require construction employees to adhere to a code of conduct approved by Landlord and in keeping with the code of conduct enforced by Landlord on other comparable construction projects undertaken by Landlord, which includes the University's policies prohibiting smoking on campus.

Section 3.04 Completion of Construction. Tenant agrees that Substantial Completion of the Improvements, in accordance with the Plans, and furnishing of the Improvements for occupancy under the Permitted Leases shall occur on or before May 1, 2026 (the "**Substantial Completion Date**").

Section 3.05 Substantial Completion of Improvements.

(a) "**Substantial Completion**" of the Improvements shall be deemed to have occurred upon Landlord's receipt of evidence, in the form of a customary AIA certificate of the licensed architects engaged by Tenant that Tenant has achieved Substantial Completion, and that:

(i) the Improvements shall have been completed in all respects in a good and workmanlike manner and in accordance with the Plans;

(ii) all building equipment and services, including utilities, heating and air conditioning systems, voice systems, data systems and video systems have been completed, are operating properly and are available for use by Tenant and University;

(iii) a certificate of occupancy or temporary certificate of occupancy has been issued permitting occupancy of the Improvements by University;

(iv) Tenant and Landlord shall inspect the Land and mutually agree that the improvements or the Work Product has been completed; and

(iv) all other necessary approvals by public regulatory authorities have been given.

(b) Subsequent to Substantial Completion, Tenant shall, to the extent such work is not already completed, promptly (and in any event not later than forty-five (45) days following Substantial Completion) complete the remaining grading, landscaping, debris removal and removal of surplus building material and rubbish from the Premises. Tenant shall also promptly (and in any event not later than sixty (60) days following Substantial Completion) complete and satisfy any conditions included in any temporary certificate of occupancy and achieve final completion. During such sixty (60) day period, Tenant shall perform all work in a manner that does not interfere with or disturb any occupants of the Improvements.

Section 1.02 Utility and Sewer Connections.

(a) Landlord and Tenant agree to jointly obtain necessary connection permits from the appropriate parties prior to commencement of construction of the Improvements, including, but not limited to, a sanitary sewer permit.

ARTICLE 4

USE OF PREMISES

Section 1.03 Tenant's Use. Tenant shall use the Premises for the purpose of construction the Improvements on the Land and all related uses.

Section 4.01 Landlord's Use. Following Substantial Completion, University shall use the Premises to operate an academic building for its Construction Management program.

ARTICLE 2

RENT

Section 2.01 Rent. Landlord agrees to abate rent prior to and during the Term in consideration for Tenant's construction of the Premises.

Section 4.01 Net Lease. This Lease is an absolute net lease. Tenant shall pay all expenses of every kind and nature whatsoever relating to or arising from the Premises during the Term, including Taxes, and all expenses arising from the operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease.

REPAIRS, MAINTENANCE AND ALTERATIONS

Section 4.02 Repairs and Maintenance. Except for the obligations of Landlord specifically set forth herein, Tenant, at its sole cost and expense, shall keep, manage and maintain all portions of the Premises in good condition during the Term. Following Substantial Completion, upon termination of this Ground Lease, all repair, maintenance and other obligations shall be obligations of University.

Section 4.03 Alterations, Improvements and Additions. Upon completion of the construction of the Improvements, Tenant shall not make any alterations, improvements or additions to the exterior of the Premises (collectively "**Alterations**") without the prior written consent of Landlord, which consent will not be unreasonably denied, withheld, delayed or conditioned.

Section 4.04 Maintenance of Improvements. Landlord and Tenant shall work together to identify potential donor opportunities for future maintenance costs.

ARTICLE 5

TAXES AND UTILITY EXPENSES

Section 5.01 Taxes.

(a) Pursuant to applicable Idaho law, the Premises is entitled to certain tax exemptions, credits or abatement as a result of the use of the Premises (the “**Tax Exemptions**”). The parties acknowledge and agree that the Premises is entitled to all benefits that result from the Tax Exemptions.

(b) Tenant shall pay and discharge punctually when due all taxes, if any, any payments in lieu of taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies, license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Premises, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, and city governments and of all other governmental authorities whatsoever as well as and including all payments in lieu of any of the foregoing (the “**Taxes**”).

Section 5.02 Utilities. Tenant shall pay and discharge punctually all water and sewer rents, rates and charges and all charges for steam, heat, gas, hot water, electricity, light and power, and any and all other services and utilities furnished to the Premises.

ARTICLE 6COMPLIANCE WITH APPLICABLE LAWSSection 6.01 Compliance by Tenant.

(a) Tenant, at its sole cost and expense, shall (i) promptly comply with all present and future laws, ordinances, codes, requirements, orders, directives, rules, regulations and permits of all federal, state, county, city, and town governments, and of all other governmental authorities, agencies, departments, boards and officers, or any other body or bodies (each, a “**Public Authority**”) which may exercise similar functions, foreseen and unforeseen, ordinary and extraordinary, applicable to the Premises or any part thereof or to its use, or to the operations or activities of Tenant, including Permitted Tenants, upon the Premises, whether in force at the commencement of the term of this Lease or passed, enacted, directed, issued or amended in the future including, without limitation, Environmental Laws, whether or not such requirements are actually imposed upon Landlord or Tenant, and whether or not compliance shall require structural changes and (ii) comply with applicable University policies. Tenant shall pay all costs, expenses, liabilities, obligations, losses, damages, fines, penalties, charges, claims and demands, including, without limitation, costs associated with administrative and judicial proceedings, and reasonable fees of architects, engineers, consultants and attorneys, that may in any manner arise from or be imposed resulting from the failure of Tenant to comply with this Article or as are imposed upon Tenant by a Public Authority. Landlord shall reasonably cooperate, with Tenant in complying with the Requirements.

(b) Tenant shall comply with the requirements of all policies of public liability, fire and all other policies of insurance maintained by Tenant or contractors with respect to the Premises. Tenant shall promptly take steps to remedy or prevent any violation or attempted violation which is known to Tenant of the provisions of this Section by any of its contractors. Tenant shall ensure performance and payments bonds are provided by all contractors for all work valued at \$50,000 or more, in form and substance satisfactory to University.

ARTICLE 7

COVENANT AGAINST LIENS

Section 7.01 Tenant's Obligations to Discharge. Tenant shall promptly (and in any event within twenty (20) days of the date of filing), (a) furnish a bond satisfactory for the release of any filed mechanic's, laborer's, or materialman's lien, other encumbrance lien or charge upon the Premises, or any part of it (a "**Lien**") or (b) otherwise obtain a release or discharge any Lien.

Section 7.02 Landlord's Rights to Discharge. If any Lien shall be filed against the Premises, or any part of it, and Tenant has not discharged it of record or posted a bond satisfactory to Landlord to assure its discharge within twenty (20) days after the date on which the Lien is filed, then Landlord, in addition to any other right or remedy it may have, and without waiving its rights to declare a default, may discharge the Lien of record by bonding or otherwise. Any amounts paid by Landlord in the discharge by bonding of the Lien if Tenant fails to do so as required above, including, but not limited to, penalties, interest, costs, expenses, allowances and reasonable attorney's fees shall be paid by Tenant to Landlord on demand.

Section 7.03 No Implied Consent of Landlord. Nothing in this Lease shall be construed as the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any material for any improvement, alteration or repair of the Premises, or any part of it.

ARTICLE 8

ENTRY ON PREMISES BY LANDLORD

Tenant shall permit Landlord and its authorized representatives to have reasonable access to the Premises at all reasonable times for any purpose. Landlord's right of entry shall not imply any duty on its part to perform any repairs or work and shall not constitute a waiver of any Default of Tenant.

ARTICLE 9

ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet the whole or any part of the Premises.

ARTICLE 10SURRENDER

Upon the expiration or earlier termination of the term of this Lease, Tenant shall quit and peacefully surrender and deliver to Landlord the possession and use of the Premises, without delay, in good order, condition and repair, except for reasonable wear and tear and free and clear of all liens, encumbrances and charges, and all rights of Tenant under this Lease and in the Improvements shall terminate and Tenant shall convey its fee interest in the Improvements to Landlord by deed pursuant to the laws of the State of Idaho. Tenant shall not remove any Personal Property, or any additions to or replacements thereof made during the Term of this Lease. Upon surrender, Tenant shall assign to the Landlord all warranties and other agreements and rights relating to the operation or use of the Premises, or Tenant's interest in them. The provisions of this Article shall survive for two (2) years following the expiration or earlier termination of this Lease. Tenant shall cooperate with Landlord to provide any documentation reasonably requested by Landlord for surrender of the Premises to ensure that Landlord has good and lawful title to the Premises, including the Improvements, following termination of the Lease.

ARTICLE 11SIGNS; NAMING RIGHTS; ADDITIONAL HOUSING

Section 11.01 Signs. The Parties anticipate providing an opportunity to donors to receive name recognition on a donor wall as well as possible interior name plates, subject to Landlord's consent and receipt of necessary approvals. Tenant shall not install or replace, nor permit the installation or replacement by others, of any additional signs or advertising matter visible from the exterior of the Premises without the prior written consent of Landlord, which consent will not be unreasonably denied, withheld, delayed or conditioned, so long as such signs conform to the University's design standards for similar signs on its campus and with the University's regulations on use of the University name and marks. Tenant shall comply with all applicable requirements of governmental and Landlord authorities and policies having jurisdiction and shall obtain all necessary governmental approvals prior to the installation or replacement of any sign or other advertising matter permitted by Landlord.

Section 11.02 Naming Rights. The Parties acknowledge and agree that Engineered Structures, Inc., as the contractor and major donor, shall be granted naming rights to the Construction Management Lab, including exterior signage partnered with Boise State University branding, in accordance with University's naming policies.

ARTICLE 12INDEMNITYSection 12.01 Tenant's Indemnification of Landlord.

(a) Tenant shall defend, indemnify and hold harmless the University, the State of Idaho, and the State Board of Education, and its trustees, officers, agents, employees and

affiliated and support entities from and against any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, costs, charges and expenses, including, without limitation, reasonable fees of architects, engineers, consultants and attorneys and costs associated with administrative and judicial proceedings incurred by Landlord relating to Tenant's obligations under this Lease, to the extent of proceeds of any indemnity benefiting Tenant, payment or performance bond, or insurance policy permitting recovery by Tenant (collectively, the "**Claims**");

- (i) Any Work done in, on or about the Premises;
- (ii) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof, except where such claims are a result of the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees;
- (iii) Any act or omission of Tenant or any of its agents, concessionaires, contractors, servants, employees, or invitees excluding the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees;
- (iv) Any accident, injury or death to any person or damage to any property occurring in, on or about the Premises during the Term, except resulting from the acts or omissions of Landlord or its agents, concessionaires, contractors, servants or employees; or
- (v) Any failure by Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in this Lease required by the provisions of this Lease to be complied with or performed by Tenant.

(b) In addition to, and without limiting the generality of, the foregoing provisions of this Article, Tenant shall indemnify, and hold harmless the University, the State of Idaho, and the State Board of Education, and its trustees, officers, agents, employees and affiliated and support entities, from and against all claims arising out of (i) the use, generation, storage, Release, or disposal of Hazardous Materials (defined below) on or about the Premises by or on behalf of Tenant during Tenant's use of the Premises, (ii) any Release or threatened Release during Tenant's use of the Premises of such Hazardous Materials at, on, to, or into the Premises, including groundwater, or from the Premises on, to, or into any adjoining property or other property, including groundwater, (iii) the failure by Tenant, any subtenant or any person claiming under Tenant to comply with any of the requirements of this Lease, including without limitation all Environmental Laws, or the common law; or (iv) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from (A) any Release or threatened release during Tenant's use of the Premises or the Construction Easement Areas of such Hazardous Materials in violation or breach of this Lease or any Environmental Law, and/or (B) such failure during Tenant's use of the Premises or the Construction Easement Areas to comply with, or otherwise arising under, any of the Requirements, including without limitation all Environmental Laws, or the common law.

(c) For purposes of this Lease, the following terms shall have the following definitions:

(i) **“Environmental Law”** means any applicable present or future federal, state or local law, statute, rule, regulation or ordinance relating to the regulation, pollution, preservation or protection of human health, safety, the environment, or natural resources or to emissions, discharges, Releases or threatened Releases of pollutants, contaminants, Hazardous Materials or wastes into the environment (including ambient air, soil surface water, ground water, wetlands, land or subsurface strata).

(ii) **“Hazardous Materials”** means and includes any (a) “hazardous substances”, “pollutants” or “contaminants” (as defined in the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.* (“CERCLA”), or the regulations pursuant to CERCLA), including any element, compound, mixture, solution, or substance which is or may be designated pursuant to Section 102 of CERCLA; (b) all substances which are or may be designated pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.* (“FWPCA”); (c) any hazardous waste having the characteristics which are identified under or listed pursuant to Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (“RCRA”) or having such characteristics which shall subsequently be considered under RCRA to constitute a hazardous waste; (d) any substance containing petroleum, as that term is defined in RCRA; (e) any toxic pollutant which is or may be listed under FWPCA; (f) any hazardous air pollutant which is or may be listed under the Clean Air Act, 42 U.S.C. §7401 *et seq.*; (g) any imminently hazardous chemical substance or mixture with respect to which action has been or may be taken pursuant to the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; (h) any substance or mixture subject to regulation under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, (i) waste oil and other petroleum products; (j) any asbestos, urea formaldehyde, or polychlorinated biphenyls, or material which contains one or more of such substances; or (k) any other materials, chemicals, substances, products, or wastes which are now or hereafter either (i) deemed by any governmental authority with appropriate jurisdiction over Tenant to be, under any applicable Environmental Law, contaminants or pollutants, or hazardous, toxic, radioactive, ignitable, reactive, corrosive, or otherwise harmful to the environment or (ii) otherwise regulated pursuant to any applicable Environmental Law.

(iii) **“Release”** means any release, issuance, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment or into or out of any property, including the movement of Hazardous Materials through the air, soil, surface water, ground water or property other than as specifically authorized by and in compliance with all Environmental Laws.

Section 12.02 Landlord’s Remediation Obligations. Except as to the presence of Hazardous Materials actually discovered by Tenant in the development and construction of the Improvements and provided for in the Plans, if Hazardous Materials are discovered on the Land during the Term of this Lease, and such Hazardous Materials are shown to have been present prior to the commencement of this Lease or such Hazardous Materials are the result of a Release caused by Landlord, Landlord will at its own expense conduct any actions necessary to remediate the Hazardous Materials on the Land to a concentration level approved by the relevant governmental authority.

Section 12.03 Survival. The provisions of this Article shall survive the expiration or earlier termination of this Lease with respect to events, acts or omissions during Tenant's Use Period.

ARTICLE 13

INSURANCE

Section 13.01 Insurance.

(a) During the Term, Tenant shall procure and maintain physical damage insurance covering the Premises in an amount equal to at least one hundred percent (100%) of the replacement cost of the Premises and such other insurance, either through itself or through its contractors, satisfactory to the University, including builder's risk insurance, general liability insurance, workers compensation, and other policies as reasonably required by University. University shall be the right to review and approve all insurance policies retained by Tenant or its contractors with respect to the Premises.

(b) Tenant hereby waives any right of recovery from Landlord, the State of Idaho, the Idaho State Board of Education, its officers, and employees (collectively, the "**Landlord Parties**") and releases and discharges Landlord Parties from all claims, damages, losses or demands whatsoever which Tenant may have or acquire arising out of damage to or destruction of the Premises or Tenant's business caused by fire or other perils unless such loss or damage shall have been caused by the negligence or willful misconduct of the Landlord Parties and not covered by Tenant's insurance.

(c) Tenant shall have a waiver of subrogation clause endorsed to and made a part of its property insurance policy or policies.

(d) The insurance policies required by this Sections 13.01 shall name Landlord, the Idaho State Board of Education and the State of Idaho as an additional insured.

Section 13.02 Evidence of Insurance – All Insurance Coverages. All insurance coverages requested by the University must be obtained by valid and enforceable policies, in form reasonably acceptable to the Landlord, issued by insurers of recognized responsibility and licensed to do business in the state in which the Premises is located. Upon the execution of this Lease, and thereafter upon Landlord's request and not less than twenty (20) days prior to the expiration dates of the policies furnished by Tenant, certificates of insurance for all insurance coverages shall be delivered by Tenant to Landlord, with evidence reasonably satisfactory to Landlord of the payment of the full premiums on the policies. Tenant (or its contractor, as applicable) will name as additional insured Boise State University, the Idaho State Board of Education, and the State of Idaho.

Section 13.03 Notice of Cancellation. The policies and certificates evidencing the policies of insurance shall provide for prior written notice according to the terms of the policy to Landlord of any cancellation, non-renewal, reduction in amount or material change in insurance policy coverage.

ARTICLE 14EMINENT DOMAIN

Section 14.01 Termination of Lease. If all or substantially all of the Premises shall be taken for any public or quasi-public use under any statute, by right of eminent domain or by transfer or purchase in lieu thereof (the “**Condemnation Proceedings**”), this Lease shall automatically terminate on the date title passes to or possession is taken by the taking authority, whichever occurs first. The Parties shall reasonably cooperate with regard to continuation of construction or repayment of contractors, depending on status of Improvements.

ARTICLE 15LANDLORD’S RIGHT TO PERFORM TENANT’S COVENANTS

Section 15.01 Performance of Covenants. If Tenant shall fail to perform any of its obligations under this Lease, Landlord may, at its option, after the expiration of any grace or cure period available to Tenant with respect to such failure and the giving of thirty (30) days’ notice to Tenant (except where otherwise stated herein), or with such notice as is reasonable in case of an emergency, perform any of such obligations.

Section 15.02 Reimbursement of Costs and Expenses. Any moneys paid and all costs and expenses incurred by Landlord, including reasonable attorneys’ fees in the performance of Tenant’s obligations under this Lease shall be paid by Tenant to Landlord on demand.

Section 15.03 No Waiver. Landlord’s exercise of its rights under this Article shall not constitute a waiver of any other rights or remedies Landlord may have because of Tenant’s Default.

ARTICLE 3MORTGAGES AND FINANCING

Tenant shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Premises; (ii) place or suffer to be placed any lien or other encumbrance upon the Premises; (iii) suffer any levy or attachment to be made on the Premises; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Premises, or the rents, issues, profits or other income of the Premises.

ARTICLE 16DAMAGE OR DESTRUCTION

Section 16.01 Restoration of Improvements. If the Premises or any part thereof shall be damaged or destroyed by fire or otherwise, Tenant shall promptly (and in any event no later than five (5) days following the event causing the damage or destruction) notify Landlord, and, to the extent of the insurance proceeds available for such purpose (with the funds derived from the insurance acquired pursuant to Article 15 made available for such purpose), restore, repair, replace, or rebuild the Improvements. The restoration shall be at least equal in quality and class to the

original Work, shall be performed pursuant to a design, plans and specifications each approved by Landlord, which approval the Landlord will not unreasonably deny, delay or condition, and in accordance with all provisions applicable to the Work and all other provisions of this Lease. The restoration shall be commenced within ninety (90) days from the date of the damage or destruction; provided, however, that Landlord shall grant such extensions of time for the adjustment of insurance and the preparation of the plans and specifications as reasonably may be required. The architect or engineer in charge of the restoration shall be selected by Tenant and approved in writing by Landlord. Tenant shall diligently complete the restoration.

Section 16.02 No Right to Surrender; No Relief from Rent Obligations. No destruction or damage to the Premises or any part thereof shall permit Tenant to surrender this Lease or shall relieve Tenant from its obligations under this Lease. Tenant waives any rights now or in the future conferred upon it by statute or otherwise to quit or surrender this Lease.

Section 16.03 Damages for Failure to Comply with Repair Obligations. If the restoration, repair, replacement, or rebuilding of damaged or destroyed portions of the Premises is not substantially completed in accordance with Section 19.01 within a reasonable time after the date of such damage or destruction, Landlord may terminate this Lease upon thirty (30) days written notice thereof to Tenant and, in such event, Landlord shall receive the proceeds of all insurance obtained in accordance with Article 15 of this Lease to the extent such proceeds have not been expended on or committed to such restoration and Tenant shall deliver to Landlord an instrument releasing, demising, conveying and transferring to Landlord all of Tenant's rights, title and interest under this Lease.

ARTICLE 17 DEFAULT

Section 17.01 Tenant Events of Default. Any one or more of the following events shall constitute an event of default of Tenant under this Lease (a “**Tenant Event of Default**” or “**Tenant Default**”):

(a) Tenant's failure to observe and perform any of the other terms, covenants, conditions, limitations or agreements under this Lease on Tenant's part to be observed or performed and the continuation of the failure for a period of thirty (30) days after notice from Landlord to Tenant specifying the nature of the failure; provided that if the default involved is curable but not within thirty (30) days, then so long as Tenant shall commence the cure involved within such thirty (30) day period after notice and thereafter diligently pursue completing the cure, the time within which such cure must be completed shall be extended for the period necessary to complete the cure.

(b) If Tenant shall abandon the Premises.

Section 17.02 Remedies on Tenant Default.

(a) Upon the occurrence of any other Tenant Event of Default, Landlord, at its option, shall have the following remedies:

(i) pursue an action for any and all actual damages incurred by or asserted against Landlord as a result of Tenant's Default, including reasonable attorney's fees incurred;

(ii) pursue an action for specific performance;

(iii) with respect to any defaults occurring during the construction of the Improvements, exercise any rights Landlord may have under any applicable performance bond;

(iii) exercise or pursue any other remedy or cause of action permitted under this Lease or available at law or in equity to recover actual damages suffered by Landlord as a result of Tenant's Event of Default.

Section 17.03 Landlord Events of Default. A "**Landlord Event of Default**" shall occur if Landlord fails to observe and perform any of the material terms, covenants, conditions, limitations or agreements under this Lease on Landlord's part to be observed or performed and the continuation of the failure for a period of thirty (30) days after notice from Tenant to Landlord specifying the nature of the failure; provided that if the default involved is curable but not within thirty (30) days, then so long as Landlord shall commence the cure involved within such thirty (30) day period after notice and thereafter diligently pursue completing the cure, the time within which such cure must be completed shall be extended for the period necessary to complete the cure.

Section 17.04 Remedies on Landlord Default. Upon a Landlord Event of Default, Tenant shall have the following remedies:

(a) pursue an action for specific performance of Landlord's obligations under this Lease;

(b) pursue an action for any and all actual damages incurred by or asserted against Tenant as a result of Landlord's Event of Default, as may be permitted by law; and

(c) exercise or pursue any other remedy or cause of action permitted under this Agreement or available at law or in equity to recover actual damages suffered by Tenant as a result of Landlord's Event of Default and/or seek specific performance of this Lease.

Section 17.05 Rights and Remedies Cumulative. No right or remedy contained herein is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

ARTICLE 18

MISCELLANEOUS

Section 18.01 Approvals. Tenant, at its sole expense, shall take all actions and do all things necessary to obtain, and shall make and diligently prosecute applications for all approvals, from all governmental or administrative agencies or regulatory bodies having jurisdiction, for the

construction and operation of the Improvements upon the Land, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements, building permits, certificates of occupancy, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site Improvements, curb cuts, and utility lines and services. Landlord shall reasonably cooperate with Tenant in such applications and appeals, if any, without expense to Landlord, provided the approvals sought are consistent with the provisions of this Lease.

Section 18.02 No Representations Regarding Use Regulations. No representation, statement, or warranty, express or implied, has been made by Landlord as to the condition of the Land, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations (“**Use Regulations**”). Tenant assumes all responsibility for compliance with the Use Regulations, and Landlord shall have no liability or responsibility for any defect in the Land or for any limitations upon the use of the Land.

Section 18.03 Force Majeure. Neither Landlord nor Tenant shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from Force Majeure. For purposes of this Agreement, Force Majeure means any event or condition beyond the reasonable control of a party which, despite its reasonable efforts to prevent, avoid, delay or mitigate, prevents, impacts or delays a party from performing its obligations under this Lease. Force Majeure includes, but is not limited to: (a) acts of God; (b) flood, fire, hurricane, earthquake or unusually severe weather; (c) epidemic or quarantine; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, explosion, riot or other civil unrest; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this Agreement; (g) action by any governmental authority; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) shortage of adequate power or transportation facilities; (k) significant and severe change in the economic condition of a party related to market forces or unforeseen loss of government funding beyond the control of such party and not proximately related to such party’s own actions; (l) significant increases in the price of construction labor and materials prior to commencement of the Project that are greater than the average annual increases in the last ten years; (m) failures in the banking and financial systems of the United States; and (n) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the “**Impacted Party**”). The Impacted Party shall give notice as soon as practicable but in any event, within ten (10) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Force Majeure events shall not excuse Tenant from the prompt payment of Rent as required under this Lease.

Section 18.04 Relationship of the Parties. This Lease shall not be deemed or construed to create or establish any partnership or joint venture or similar relationship or arrangement between the parties.

Section 18.05 Notices. Any notice, request or other communication given or made hereunder (“**Notice**”) shall be in writing and sent by either of the parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt

requested, postage prepaid, (ii) by personal delivery, (iii) by recognized overnight delivery service for overnight delivery or (iv) by facsimile or e-mail, provided, however, that notice by facsimile or e-mail shall be promptly supplemented by delivery of notice as provided in (iii) above. Any such Notice shall be addressed to the other party at the mailing addresses, facsimile numbers or e-mail addresses set forth below, or to such other mailing addresses, facsimile numbers or e-mail addresses for each party as each party may hereafter designate by Notice given to the other party pursuant to this Section:

To Landlord/University:

Boise State University
Office of General Counsel
1910 University Dr.
Boise, ID 83725-1002
contracts@boisestate.edu

With a Copy to:

Boise State University
University Architect
Attention: Ann Wozniak
1910 University Dr.
Boise, ID 83725-1280
annwozniak@boisestate.edu

To Tenant:

Boise State University Foundation, Inc.
1173 University Drive
Boise, Idaho 83706
Attention: Executive Director
Telephone: (208) 426-2372
paulpowell@boisestate.edu

With a copy to (which shall not constitute Notice):

Holland & Hart LLP
800 West Main Street, Suite 1750
Boise, Idaho 83702
Attention: Tara Martens Miller
Telephone: 208-383-3932
Email: tmmiller@hollandhart.com

Section 18.06 Non-Recourse Agreement; No Recourse to State of Idaho General Fund Appropriations. No funds of the State of Idaho shall be used for construction of the Improvements. In no case shall the University have any obligation or liability under this Agreement payable from appropriations from the State of Idaho. Furthermore, the University is a public institution and this Lease shall in no way or manner be construed so as to bind or obligate the State of Idaho or the

University beyond the term of any particular appropriation of funds by the State of Idaho Legislature as may exist from time to time. The University reserves the right to terminate this Lease in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the University to continue its obligations, or requires any return or “give-back” of funds required for the University to continue its obligations, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice by the University. Appropriation is a legislative act and is beyond control of the University.

Section 18.07 Applicable Law. This Lease shall in all respects be governed by, and construed in accordance with the laws of the state in which the Premises are located. Venue for purposes of any actions brought under this Lease, or under any agreement or other document executed in conjunction herewith, shall be in the courts of Ada County, Idaho and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

Section 18.08 Amendment and Waiver. This Lease may be amended or changed only by written instrument duly executed by Landlord and Tenant and any alleged amendment or change which is not so documented shall not be effective as to either. The failure of either to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 18.09 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein by invalidating an essential term, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 18.10 Entire Agreement; Further Assurances. This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant with regard to the matters set forth herein, including, but not limited to, the financial obligations relating thereto, and there are no covenants promises, agreements, conditions, or understandings, either oral or written between them as to these matters, other than as are set forth herein. The recitals, schedules and exhibits attached hereto or referred to herein are hereby incorporated herein and made a part hereof. At any time or times after the date hereof, each party shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 18.11 Multiple Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 18.12 Successors and Assigns. This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and the parties' respective permitted successors and assigns.

Section 18.13 No Third Party Beneficiaries. Nothing in this Lease shall be construed to permit anyone other than Landlord and Tenant and their respective successors and permitted assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance or performance hereunder.

Section 18.14 Officials, Agents and Employees of State of Idaho Not Personally Liable. It is agreed by and between the parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the Landlord.

Section 3.02 Nondiscrimination. Tenant hereby agrees to perform all of its obligations related to this Lease without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. Tenant further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. Tenant hereby agrees to provide equal employment opportunity in employment and not to discriminate on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by applicable law.

Section 3.03 Construction or Renovation of Buildings. All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code, and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Idaho Division of Occupational & Professional Licensing (DOPL), formerly Division of Building Safety the State Fire Marshal's Office; and the Permanent Building Fund Advisory Council.

Section 3.04 Long Term Energy Costs. Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of the Improvements. Special attention shall include energy conservation considerations including: (i) International Energy Conservation Code adopted by the State of Idaho and the federal government; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and

(iv) "state-of-the-art" systems and equipment to conserve energy economically. Tenant will perform energy modeling and provide those results to Landlord.

Section 3.05 Non-Smoking Buildings. All Improvements shall be designated as "non-smoking".

Section 3.06 Indoor Air Quality. Tenant agrees to develop and maintain an indoor air quality management program and to maintain it in conjunction with all construction projects in the Premises as well as on all ongoing maintenance and repairs of the Premises. Said program shall optimize and document the use of air quality compliant materials inside the Improvements to reduce the emissions from materials used in the Improvements. Ongoing indoor air quality requires the use of low or no VOC paints, solvents, adhesives, furniture and fabrics. VOC and chemical component limits shall not exceed Green Seal's Standard GS-11 requirements. Paints used on site shall be low VOC and are to be brush-applied only, spray painting is not allowed on the interior of the Building. Carpet must meet the requirements of the CRI Green Label Plus Carpet Testing Program. Carpet cushion must meet the requirements of the CRI Green Label Testing Program. Composite panels and agrifiber products must not contain added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no urea-formaldehyde.

Section 18.15 No Broker. The parties warrant and represent to each other that no real estate broker or agent was instrumental or in any way responsible in bringing about this Lease. Each party shall be responsible for any fees or compensation due any broker or agent engaged by such party.

Section 18.16 Time is of the Essence. Time is of the essence in this Lease and the performance of all obligations under this Lease.

Section 18.17 Laws and Regulations Cited in Lease. With respect to any law or regulation cited in this Lease, the citation shall refer to the law or regulation as it may be amended from time to time, or any successor laws or regulations as the same may be renumbered or renamed from time to time.

Section 21.23 Anti-Boycott Clause. Tenant hereby certifies that it is not currently engaged in, and will not for the duration of the Agreement, as amended from time to time, engage in, a boycott of goods or services from Israel or territories under its control.

ARTICLE 19

REPRESENTATIONS AND WARRANTIES

Section 19.01 Representations and Warranties of Tenant.

(a) Tenant represents and warrants to Landlord that (i) the execution, delivery and performance of this Lease is within its power, has been authorized by all necessary action and on the date hereof; (ii) this Lease has been duly executed and delivered by an authorized person of Tenant; (iii) this Lease, assuming that it has been duly and validly executed and delivered by Landlord, is the valid and binding obligation of Tenant, enforceable against Tenant in accordance

with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally; (iv) the execution, delivery and performance by Tenant of this Lease does not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Tenant, its activities or property is bound or any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Tenant, its activities or property; (v) there are no lawsuits, claims, suits, or legal, administrative or other proceedings or investigations, civil or criminal, pending or, to Tenant's knowledge, threatened against or affecting Tenant, nor to Tenant's knowledge, is there any basis for any of the same; and there is no action, suit or legal, administrative or other proceeding pending or, to Tenant's knowledge, threatened which questions the legality or propriety of the transactions contemplated by this Lease; and (vii) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Tenant, its activities or property is required for the execution, delivery or performance by Tenant of this Lease.

Section 19.02 Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that (i) it is a body corporate and politic of the State of Idaho is qualified to transact business in Boise, Idaho, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver and perform this Lease; (ii) the execution, delivery and performance by Landlord of this Lease is within its power, has been authorized by all necessary action and does not contravene any provision of its governing documents or legislative authority, as in effect on the date hereof; (iii) this Lease has been duly executed and delivered by an authorized person of Landlord; (iv) this Lease, assuming that it has been duly and validly executed and delivered by Tenant, is the valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, subject to general equitable principles and applicable provisions of law related to public entities, bankruptcy, insolvency and creditors' rights generally; (v) the execution, delivery and performance by Landlord of this Lease do not conflict with or result in a breach of any of the provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, indenture, mortgage, deed of trust, loan agreement or similar instrument, any lease or any other material agreement or contract by which Landlord, its activities or property is bound or, in the good faith belief of Landlord, and excluding any provisions of this Lease that are limited by the extent to which they are permitted by Law, for which Landlord makes no representation or warranty, any applicable law or order, rule or regulation of the court or governmental authority having jurisdiction over Landlord, its activities or property; and (vi) no order, permission, consent, approval, license, authorization, registration or filing by or with any governmental authority having jurisdiction over Landlord, its activities or property is required for the execution, delivery or performance by Landlord of this Lease.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Lease effective as of the day and year first set forth above.

LANDLORD

BOISE STATE UNIVERSITY

By: _____
Name: _____
Title: _____

TENANT

BOISE STATE UNIVERSITY FOUNDATION, INC.

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of the Land

The Land is located in the south-central portion of the City of Boise, Ada County, Idaho, and occupies a portion of the SW1/4NE1/4 of Section 15, Township 3 North, Range 2 East, Boise Meridian. The site to be developed is approximately 0.42 acre.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

BOISE STATE UNIVERSITY

SUBJECT

Melaleuca - Boise State University Foundation Gift and Boise State University Donor Recognition Agreement and Site License Agreement

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K. (Construction), Section V.E.2.a.xvi. (Affiliated Foundations), Section V.I. (Real Property)

BACKGROUND/DISCUSSION

Melaleuca proposes to donate \$4.5 million to the Boise State University Foundation in order to procure and install a south end video board in Albertsons Stadium, similar to the north end video board. Boise State University would provide the Foundation and its contractor with necessary temporary access for installation and construction access to the closed site through a Site License Agreement and other agreements as necessary to complete the project in a timely manner. The parties hope to complete the project before the first football game in the fall, but in the event that is not possible, by the first football game in the fall of 2023.

There is, concurrently on the Board's agenda of this date, a separate request for approval of the Naming of the video board for Melaleuca.

The University presented the project to the Permanent Building Fund Advisory Council (PBFAC) on April 5 as an information item, in accordance with Idaho Code, including §67-5710A(b) and PBFAC rules governing non-state entity funded projects. The University will seek approval of the Video Board "plans and specifications" by PBFAC at a subsequent meeting, once Board approval is obtained and the plans and specifications are completed.

IMPACT

Partnering with Melaleuca and the Foundation to procure and install a 120 foot by 50 foot video board/score board in the south end of the stadium, and replace the existing smaller scoreboard, will deeply enhance the Boise State University Albertsons Stadium fan experience, and provide significant opportunities for sponsorship with our multimedia rights partner Bronco Sports Properties (Learfield).

ATTACHMENTS

Attachment 1 - Boise State University Foundation Gift and Boise State University Donor Recognition Agreement

Attachment 2 – Site License Agreement (for access to the closed site, for installation)

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

STAFF COMMENTS AND RECOMMENDATIONS

Boise State requests approval for this agreement to partner with the Boise State Foundation to purchase and install what is said to be the largest video board in the Mountain West Conference. Valued at \$4.5 million, the video board is also the largest single one-time donation to Boise State's athletics program. There is an accompanying request for naming the video board in the Planning, Policy and Government Affairs agenda. Staff recommends approval.

BOARD ACTION

I move to approve the Foundation Gift and University Donor Recognition Agreement, and authorize the video board's installation in Albertsons Stadium in accordance with that Agreement and the Site License Agreement in substantial conformance with Attachments 1 and 2, and further authorize the President or her designee to execute all necessary documents or agreements, and take such actions as are reasonably necessary to permit the Foundation to install the video board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BOISE STATE UNIVERSITY FOUNDATION GIFT
AND BOISE STATE UNIVERSITY DONOR RECOGNITION AGREEMENT**

This Agreement is entered into on this 29th day of March, 2022, by, among, and between Melaleuca, Inc. (the "Donor"), the BOISE STATE UNIVERSITY FOUNDATION (the "Foundation"), an Idaho non-profit corporation, with its principal offices at 1173 W. University Ave., Boise, ID 83706, and BOISE STATE UNIVERSITY by and through its ATHLETIC DEPARTMENT (the "University"). This Agreement supersedes any other prior agreements pertaining to this gift between the Donor and the Foundation.

Recitals

- I. The Boise State University Foundation desires to receive gifts which support University programs; and
- II. Boise State University's Department of Athletics desires to partner with Donors to support its programs; and
- III. Donor desires to support University's Department of Athletics through the donation, to the Foundation, of a Four Million Five Hundred Thousand Dollar (\$4,500,000) gift for the sole purpose of acquiring and installing an approximately one hundred and twenty- foot by fifty-foot Video Board (with score board-like capabilities) for Albertsons Stadium; and
- IV. Donor Recognition upon the University's Video Board will provide an opportunity for the University to recognize Donor's support of the Department of Athletics through the gift to the Foundation.

A. Property & Purpose

The Donor agrees to contribute Four Million Five Hundred Thousand Dollars (\$4,500,000) (the "Gift") to the Foundation for the sole benefit of the University and for the sole purpose of acquiring and installing an approximately one hundred twenty (120) foot by fifty (50) foot Video Board for the South End of Albertsons Stadium (the "Stadium"). Such installation shall commence as soon as reasonably possible following execution of this agreement, and acquisition of necessary University and State of Idaho approvals. This Agreement's provisions and terms, and the validity and enforceability of the same, are expressly conditioned and contingent upon formal approval by the State Board of Education. In the event that this Agreement's provisions and terms are not expressly approved by the State Board of Education as required, then the parties hereto shall be fully released and discharged from any obligation contained within this Agreement, and this Agreement shall be of no further force or effect.

The parties will work in cooperation to complete the project as quickly and safely as possible, with a final installation date of no later than September 1, 2023. The Donor will make gifts in payment of this contribution in the form of cash, marketable securities, and/or other property acceptable to the Foundation and in accordance with the following schedule:

Four Million Five Hundred Thousand Dollars (\$4,500,000) on or before March 31, 2022.

This Gift will be used to procure a Video Board which meets the specifications and measures of quality as established by the University and Donor. Licensed use of the Stadium to the Foundation to undertake installation will be requested by Foundation, and offered by University, subject to the Stadium's availability at all times.

Upon completion of installation and construction of the Video Board, Foundation will convey the Video Board to the University, free of any cost or charge, and the University will assume Video Board responsibilities which are commonly associated with ownership.

B. Spending

This Gift will not be added to the Foundation's general endowment. The use of these funds is described above and no long-term fund shall be created. Except as otherwise contemplated by this Agreement, the Gift shall be subject to the Foundation's Fee, Gift Acceptance, and Investment policies and procedures. The unused portion of the Gift, if any, shall be returned to the Donor if the purpose described above is not able to be accomplished for any reason. In the unlikely event that the Gift is insufficient to accomplish the purpose set forth herein, the Parties hereto shall work in good faith toward solutions which accomplish the stated purpose.

C. Additions

Subsequent additions of cash or property shall be allowed subject to the Foundation's acceptance of the same.

D. Publicity and Donor Recognition

In consideration for the Gift, the University shall acknowledge the Gift by adding the Donor's name and logo for Melaleuca, Inc., to the front and back ("Naming") of Albertsons Stadium's South Video Board (the "Video Board"). Before the Naming is erected, Donor shall have completed the Gift. Subject to the terms of this Agreement, the Naming will last for the useful life of the Video Board; provided, however, the determination of "useful life" shall be in the sole and absolute discretion of the University, after any required assessments of costs associated with maintenance.

The Donor agrees to be recognized with the Donor name and logo on the Video Board, provided that prior to the Naming being erected, the appearance of the Naming including size, color and all other aspects of the appearance of the Naming shall be mutually agreed between the Donor and the University.

Bronco Sports Properties is identified as a party acknowledging this agreement, and the parties hereto contemplate and understand that a letter agreement between the University and BSP is necessary and a required element of this Agreement.

Termination of Naming. In addition to any rights and remedies available at law, pursuant to University Policy 11000, Boise State University (the "University" or "Boise State") may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming, upon the occurrence of either of the following:

1. Default in payment of the Gift as provided in this Agreement, or
2. In the unlikely event the University determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would have a material adverse impact on the reputation, image, mission, or integrity of Boise State and/or the University.

Upon any such termination of this Agreement and/or the Naming hereunder, the Foundation shall have no further obligation or liability to Donor.

Recognition. The Donor authorizes the University to announce this Gift publicly in official University print and digital communications vehicles. The University will give the Donor the opportunity to review announcements and/or publicity recognizing Boise State's receipt of this gift and the use of the funds, in advance.

In recognition of the key role played in securing the gift by Mr. VanderSloot, the University shall recognize Mr. VanderSloot as a member of the University's Lyle Smith Society for a period of 5 years following the Donor's payment.

Additionally, Boise State University shall provide the Donor, without charge, a license for the first available luxury suite in the Stueckle Sky Center (or such other luxury suite as Donor may reasonably request, subject at all times to availability), eight (8) Stueckle Sky Center Club seats; fifty (50) main stadium football season tickets for each home football game for a period of ten (10) years commencing with the 2022-23 football season, and twenty (20) men's basketball season tickets for the same ten (10) year period.

Donor's and Donor's guests' use of the licensed suite are subject to the benefits, terms, conditions and responsibilities set forth in the License Agreement. University may, in its sole and absolute discretion, notify Donor, because of its status as a Suite License Holder, of Additional Events occurring in the Stadium. Additional Events may require a minimum number of Suite Tickets to be purchased in order to secure the Suite. The purchase price of Suite Tickets to each such Additional Event will be established by the University. In the event Suite Holder does not purchase the minimum number of Suite Tickets required for the Additional Event, University may license such Suite or sell Suite Tickets to members of the general public.

University and Foundation encourage Donor to obtain independent tax advice regarding any charitable contribution deduction, and University and Foundation makes no representation or warranty regarding any possible tax deductibility of any portion of the Gift or other amounts payable hereunder.

The University shall also allow the Donor the use of Albertsons Stadium for one (1) high school football game to take place on August 26, 2022. Melaleuca will be responsible for all hard costs (anticipated to be approximately four to five thousand dollars) associated with the game. Melaleuca will not pay a fee for use of the stadium.

E. Right of First Refusal

The University, and its multimedia partners shall not offer any right or benefit that Donor has received pursuant to this Agreement to any other person without first offering to the Donor such right or benefit (or extension of Donor's existing rights or benefits) on the same or better terms as offered to any third party. This right of first refusal includes, but is not limited to, the Donor's opportunity for the Naming of any future Video Board on the South stadium, occupancy of any luxury suite and the provision of event tickets. If the parties cannot reach a mutually acceptable written agreement on terms related to this right of first refusal within ninety (90) days of the University's offering the same to the Donor, then the right shall be extinguished, and void.

F. Irrevocability and Amendment

This Agreement shall be irrevocable and binding upon all parties, their successors, heirs, personal representatives, and assignees, provided however that surviving Donor(s) and the Boise State University Foundation reserve the right jointly to amend this Agreement by written agreement signed by each of them to such effect.

G. Law

This Agreement is made and shall be interpreted according to the laws of the State of Idaho.

H. Transferability.

The rights granted to each party hereunder are not assignable or transferable by either party without the express written consent of the other party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties agree to these terms according to the date written above.

BOISE STATE UNIVERSITY
FOUNDATION
an Idaho non-profit corporation:



Paul Powell, Executive Director



Frank VanderSloot, Chief Executive Officer

BOISE STATE UNIVERSITY, DIVISION
OF UNIVERSITY ADVANCEMENT


Matthew N. Ewing (Apr 5, 2022 09:58 MDT)

Matthew Ewing, Vice President for
University Advancement



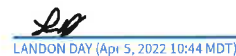
Cole Clinger, President

BOISE STATE UNIVERSITY, ATHLETIC
DEPARTMENT


Jeramiah Dickey (Apr 5, 2022 10:17 MDT)

Jeramiah Dickey, Director of Athletics

Agreed and Acknowledged:
BRONCO SPORTS PROPERTIES


LONDON DAY (Apr 5, 2022 10:44 MDT)

Landon Day, Vice President and General
Manager

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT (this “Agreement” or “License Agreement”) made effective this 1st day of May, 2022, between the Idaho State Board of Education by and through Boise State University, a State of Idaho public institution of higher education (“Licensor” or “University”) and Boise State Foundation, Inc., a State of Idaho nonprofit corporation (“Licensee” or “Foundation”). University and Foundation shall each be a “Party” hereunder and collectively, the “Parties.”

RECITALS.

Whereas, Foundation was established in 1964 for the benefit of University and in that capacity, accepts donations for the benefit of the University; and

Whereas, the University and the Foundation are committed to improving the University and the fan experience on the campus of Boise State University and within Albertsons Stadium in order to install, or to cause to be installed through a third-party construction agreement, a video board in the South End of the Stadium (the “Improvement”); and

Whereas, Licensor owns the real property upon and within Albertsons Stadium (the “Stadium”) located in Ada County, Idaho, described generally as 1400 Bronco Lane, Boise, Idaho 83725, and more particularly described on **Exhibit “A”** attached hereto and incorporated herein (“Licensed Premises”); and

Whereas, Licensor desires a license to access and use the Stadium for the limited purposes hereinafter set forth, and, for the consideration and on the terms and conditions hereinafter set forth, University is willing to extend such license to Licensee; and

Whereas, the University and the Foundation have entered into certain agreements whereby Melaleuca, Inc., as donor, has contributed money for the purpose of acquiring and installing the Improvement; and

Whereas, Licensee and/or its third party construction partner, wish to access and use the Licensed Premises. Licensor wishes to grant said access and use of the property through this Site License Agreement. Where the term “Licensee” is used herein, the obligations of the Licensee are, and shall be, in writing, and “flowed down” to, and required of the Licensee’s third-party contractor engaged for such installation. “Licensee” herein also refers to Licensee’s designee contractor and/or subcontractors.

Now, Therefore, in consideration of the mutual covenants and agreements herein set forth by each Party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by each Party hereto, Licensor and Licensee hereby agree as follows with the intent to be legally bound.

1. Grant of License and Permitted Use of Licensed Premises.

Subject to the terms and conditions set forth below, Licensor hereby grants Licensee a revocable and non-exclusive license for the limited purpose of constructing and installing a stadium improvement - an approximately one hundred twenty foot (120’) by fifty foot (50’) light emitting diode (LED) video board - within the Albertsons Stadium, following procurement of the same by the Foundation. Plans and Specifications for the Video Board must be reviewed and approved by Licensor and/or its state agency partners, including, if required, the Permanent Building Fund Advisory Council. Licensee will contact Digline Inc. prior to start of construction, and coordinate construction and installation efforts and planning

with the University's Architecture and Engineering Services; Licensee to contact Construction Services at 208-387-6280 to verify if a construction permit is required.

The Stadium and/or Licensed Premises shall be used for no other use whatsoever, and this is the only permitted use (the "Permitted Use"). The initial budget for the design, development and construction of the Improvement (as it may be amended from time to time, the "Video Board Budget") is approximately four million, five hundred thousand dollars. Licensee shall pay all costs for procurement of the Video Board, and construction and installation of the Improvements from restricted funds donated specifically for that purpose. Licensor and Licensee agree that construction will not begin until the donation is received by the Foundation and any required (if required) approvals have been acquired (including, but not limited to the Foundation's governing board, the Permanent Building Fund Advisory Board and the State Board of Education).

2. Term; Consideration.

The term of this Agreement shall be for a period of _____ months commencing as of _____ (the "Commencement Date") through _____ (the "Termination Date"). The Termination Date may be extended, as agreed upon between the parties, in writing.

Licensee and Licensor agree that the license fee shall be abated prior to and during the term, as set forth herein, with consideration being acknowledged and agreed upon, as described above, being adequate for both parties, as established by the MOU between Boise State University and the Boise State University Foundation, and the Gift Agreement relating to the installation of the Video Board.

3. Signage and Displays.

The size, design, location and manner of installation of all signs and displays, including those of the contractors and/or subcontractors for Licensee, shall be subject to the prior written approval of Licensor.

4. Utilities.

"Utilities" shall mean water, water pressure, gas, electricity, fuel, light, heat, power, telephone, cable, internet service, sewerage service, trash removal, sanitary charges and assessments, security protection, or any other utilities or services attributable to or servicing the Licensed Premises. Licensor shall be entitled to either: (a) cause Licensee to contract for and pay for all Utilities in Licensee's name, commencing on the earlier to occur of: (i) the Commencement Date, or (ii) the date that Licensee or any designee of Licensee enters the Licensed Premises to commence any work therein, and Licensee shall pay when due all costs, charges and deposits related to the hook-up, furnishing, consumption, maintenance and installation of all Utilities, or (b) furnish such Utilities as Licensor elects to Licensee, in which event Licensee shall promptly reimburse Licensor the cost of such Utilities so furnished. Licensor shall be entitled, but not required, upon the failure of Licensee to pay such Utilities, to pay any costs or charges for or related to any of the Utilities, whereupon such costs or charges, or Licensor's estimate of Licensee's pro rata share of same shall be payable by Licensee to Licensor upon demand. Licensor shall have no liability to Licensee or any other party for any inadequacy, cessation, or interruption of any Utilities. Licensee shall not install nor utilize any equipment which may or will exceed or overload the capacity of any Utilities furnished or servicing the Licensed Premises.

5. Insurance.

Licensee shall provide and keep in force during the term of this Agreement, for the benefit of Licensor or any other persons or entities designated by Licensor, comprehensive general liability insurance provided

by a company selected by Licensee and satisfactory to Licensor, in an amount equal to at least one hundred percent (100%) of the replacement cost of the Licensed Premises and such other insurance, either through itself or through its contractors, satisfactory to the University, including builder's risk insurance, general liability insurance, workers compensation, and other policies as reasonably required by University. University shall be the right to review and approve all insurance policies retained by Licensee or its contractors with respect to the Premises.

All insurance coverages requested by the University must be obtained by valid and enforceable policies, in form reasonably acceptable to the Licensor, issued by insurers of recognized responsibility and licensed to do business in the state in which the Premises is located. Upon the execution of this Lease, and thereafter upon Licensor's request and not less than twenty (20) days prior to the expiration dates of the policies furnished by Licensee, certificates of insurance for all insurance coverages shall be delivered by Licensee to Licensor, with evidence reasonably satisfactory to Licensor of the payment of the full premiums on the policies. Licensee (or its contractor, as applicable) will name as additional insured Boise State University, the Idaho State Board of Education, and the State of Idaho.

The policies and certificates evidencing the policies of insurance shall provide for prior written notice according to the terms of the policy to Licensor of any cancellation, non-renewal, reduction in amount or material change in insurance policy coverage.

Licensee shall deliver certificates of such insurance to Licensor before entering the Licensed Premises or installing any of its equipment, and in any event. Policies shall include a provision that Licensor shall receive at least thirty (30) days advance notice prior to material changes or cancellation thereof. Furthermore, Licensor and Licensee shall cause their respective insurance policies to be written so that the insurers thereunder waive all rights of subrogation and shall have no cause of action against the other as a result of any casualty no matter how caused.

6. Covenants and Requirements of Construction.

A. In the installation and construction of the Improvement (sometimes referred to as the "Work"), Licensee:

1. shall obtain, at Licensee's own cost and expense, and comply with, all necessary municipal and governmental approvals, licenses, permits and certificates; comply with all laws, statutes, rules and regulations, and pay as an additional fee the cost of any documentary stamps or other transfer fees or any other sales, use or taxes on rents or other taxes, impositions or levies as are required by any governmental authority;

2. shall give prior notice to Licensor of all Licensee's architects, engineers and general contractors to be engaged in the construction of the Improvements, permitting Licensor to object to any such engagement, provided that such objection will not be unreasonably made, conditioned or delayed;

3. shall perform the Work within the times provided for herein, in compliance with the approved Plans and Specifications, in a good and workmanlike manner, and in accordance with all the provisions of this License;

4. shall allow Licensor reasonable access, but not unrestricted access, to the Licensed Premises during the Work, including a project manager(s) designated by Licensor (and compensated by Licensor) to monitor the Work;

5. shall perform the Work in a manner not to unreasonably interfere with the University's campus

life;

6. shall be fully and solely responsible for safety of the jobsite, the Construction Easement Areas, if any, and the immediately surrounding public areas and compliance with applicable safety laws and regulations;

7. shall timely pay, prior to the filing of any Liens, all proper accounts for work done or materials furnished under all contracts which it has entered into relating to the Work in accordance with the terms of the contracts and state law;

8. shall require the contractor to provide, on or before the commencement of the Work, the following bonds for the benefit of Licensee and Licensor, executed by a surety authorized to do business in the state in which the Premises are located and with an A.M. Best Rating of A- or better: (A) a co-obligee payment bond or a payment bond and a dual obligee rider in an amount equal to one hundred percent (100%) of the original contract price; and (B) a co-obligee performance bond or a performance bond and a dual obligee rider in an amount equal to one hundred percent (100%) of the contract price as it may be increased;

9. while traffic interruption should be minimal if any, Licensee shall develop a traffic plan addressing traffic interruptions during the duration of the Work, if any, and all preexisting private and public automobile, bicycle and pedestrian transportation affected by the Work, including, but not limited to, access to bus stops and traffic during athletic, performing arts and other special events occurring during the duration of the Work and construction/contractor employee parking off site; and

10. shall provide for street cleaning, clear access to other University property, emergency vehicle access to all surrounding areas, construction staging with appropriate fencing and parking, hoisting requirements and limitations, project signage limitations, salvage items, and protection of surrounding sidewalks and existing infrastructure.

11. shall not allow open burning of any materials or any use or storage of Hazardous Materials (except in accordance with Environmental Laws) on the Licensed Premises.

B. The Work on the Improvement will be limited to 8:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, with no heavy construction noise prior to 8:00 a.m. or during the University's final examination periods (which periods shall be determined by the University in its sole and absolute discretion). Unless otherwise approved by the Licensor, Licensee shall give seventy-two (72) hour written notice to residents and building operators prior to any utility shutdown which would affect the neighboring residential communities. No construction activity will be performed on the days of the University's commencement exercises.

C. Licensee shall require construction employees to adhere to a code of conduct approved by Licensor and in keeping with the code of conduct enforced by Licensor on other comparable construction projects undertaken by Licensor, which includes the University's policies prohibiting smoking on campus.

D. Upon completion of the Improvement, Licensee shall have completed in all respects, the Work in a good and workmanlike manner and in accordance with the Approved Plans and Specifications, and will ensure that all operational elements of the Video Board are in good working order and are available for use by Licensee and University;

Licensee and Licensor shall inspect the Video Board and mutually agree that the Improvement has been

completed; and ensure all other necessary approvals by public regulatory authorities have been given.

7. Indemnification.

Licensee shall use the Licensed Premises at Licensee's sole risk and Licensee shall defend, indemnify, and hold harmless Licensor, the State of Idaho, and the State Board of Education, and its trustees, officers, agents, invitees and employees from all claims, damages, or liabilities for injury or death to persons or property, including, without limitation, reasonable attorney's fees which may arise out of Licensee's use of the Licensed Premises for the Work on the Improvement, to the extent of proceeds of any indemnity benefiting Licensee, payment or performance bond, or insurance policy permitting recovery by Licensee.

8. Covenant Against Liens

Licensee covenants to keep the Licensed Premises free of all liens and claims of lien during the Term.

- A. Licensee's Obligations to Discharge. Licensee shall promptly (and in any event within twenty (20) days of the date of filing), (a) furnish a bond satisfactory for the release of any filed mechanic's, laborer's, or materialman's lien, other encumbrance lien or charge upon the Premises, or any part of it (a "Lien") or (b) otherwise obtain a release or discharge any Lien.
- B. Licensor's Rights to Discharge. If any Lien shall be filed against the Licensed Premises, or any part of it, including the Improvement (whether the Video Board has been installed fully, partially, or not at all) and Licensee has not discharged it of record or posted a bond satisfactory to Licensor to assure its discharge within twenty (20) days after the date on which the Lien is filed, then Licensor, in addition to any other right or remedy it may have, and without waiving its rights to declare a default, may discharge the Lien of record by bonding or otherwise. Any amounts paid by Licensor in the discharge by bonding of the Lien if Licensee fails to do so as required above, including, but not limited to, penalties, interest, costs, expenses, allowances and reasonable attorney's fees shall be paid by Licensee to Licensor on demand.
- C. No Implied Consent of Licensor. Nothing in this Site License shall be construed as the consent or request of Licensor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any material for any improvement, alteration or repair of the Licensed Premises, or any part of it.

9. Condition of Licensed Premises and Alterations.

- A. Licensee accepts the Licensed Premises for the Permitted Uses in "as is" condition without any obligation of Licensor to make any repairs or replacements; provided, however, Licensee at its sole cost and expense, shall keep, manage and maintain all portions of the Licensed Premises in good condition during the Term. Following Completion of the Improvement in the Stadium, and upon termination of this Site License, all repair, maintenance and other obligations commonly associated with ownership shall be obligations of University.
- B. Licensee shall have the right to install or to place certain temporary structures (*e.g.*, tent, kiosk, trailer or the like) in or on the Licensed Premises, upon receipt of prior written approval by Licensor of descriptive information submitted to Licensor by Licensee for such temporary structures. Licensee shall be solely responsible for obtaining any necessary permits and governmental approvals to perform such work. The temporary structures, if any, located on the Licensed Premises shall be strictly temporary in nature and as such shall be limited in cost and

scope, and removed upon satisfactory completion of the Improvement.

10. Maintenance of Licensed Premises.

Licensee shall at all times keep and maintain the Licensed Premises and the surrounding area, including, without limitation, any of Licensee's equipment therein or thereabout, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition in accordance with the general character of the Stadium, and comply with the University policies relating to the use of University property and conduct.

11. Surrender of Licensed Premises.

On the Termination Date or earlier termination of this License Agreement, or upon earlier revocation of the License, Licensee shall quit and surrender the Licensed Premises in good order and condition, reasonable use and wear and tear excepted, and at Licensee's sole expense shall remove Licensee's equipment and any other property, and repair damages caused by such removal.

12. Assignment and Subletting.

Licensee shall not assign, mortgage or pledge this Agreement, nor enter into any occupancy agreement, concession or license of the Licensed Premises.

13. Notices.

All notices and demands provided herein shall be effective when received by hand delivery or sent by a nationally-recognized overnight courier service or by prepaid certified mail, return receipt requested, to the parties at the following addresses:

If to Licensor:

Jeramiah Dickey, Athletic Director
Boise State University
1910 University Dr.
Boise, ID 83706-1020

With a copy to:

Boise State University
Office of General Counsel
1910 University Dr.
Boise, ID 83725-1002

If to Licensee:

Boise State University Foundation, Inc.
1173 University Drive
Boise, Idaho 83706
Attention: Executive Director
Telephone: (208) 426-2372
paulpowell@boisestate.edu

With a copy to:
Holland & Hart LLP
800 West Main Street, Suite 1750
Boise, Idaho 83702
Attention: Tara Martens Miller
Telephone: 208-383-3932
Email: tmmiller@hollandhart.com

14. Default.

In the event that Licensee fails to cure any default hereunder with respect to the performance of any of the terms, conditions or covenants of this Agreement after notice to do so, Licensor may, if Licensor so elects, at any time thereafter terminate this Agreement and the term thereof, and this Agreement shall terminate and come to an end on the date fixed in such notice as if the date were the date originally fixed in this Agreement for the termination thereof.

15. Remedies of Licensor.

Upon default by Licensee, Licensor shall have all remedies, at law, in equity or otherwise (inclusive of self-help), all such remedies to be cumulative and exercisable by Licensor in such order, at such time, and with such frequency as Licensor may, in Licensor's sole discretion, determine.

16. Licensor's Entry.

At all times during the term of this Agreement, Licensor and Licensor's authorized representatives shall be free to inspect or make repairs, improvements or additions in or on the Licensed Premises, as may be necessary and appropriate.

17. Licensor Improvements.

Licensor shall have no obligation at any time during the term of this Agreement to make any changes or repairs to or improvements of the Licensed Premises or the Shopping Center, nor to provide heating or air conditioning for the Licensed Premises.

18. Force Majeure.

Neither Licensor nor Licensee shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this License Agreement, for any failure or delay in fulfilling or performing any term of this License Agreement, when and to the extent such failure or delay is caused by or results from Force Majeure. For purposes of this Agreement, Force Majeure means any event or condition beyond the reasonable control of a party which, despite its reasonable efforts to prevent, avoid, delay or mitigate, prevents, impacts or delays a party from performing its obligations under this Lease. Force Majeure includes, but is not limited to: (a) acts of God; (b) flood, fire, hurricane, earthquake or unusually severe weather; (c) epidemic or quarantine; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, explosion, riot or other civil unrest; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this Agreement; (g) action by any governmental authority, including a public health authority; (h) national or regional emergency; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) shortage of adequate power or transportation facilities; (k) significant, unforeseen, and severe change in the economic condition of a party related to market forces or unforeseen loss of government funding beyond the control of such party and not proximately related to

such party's own actions; (l) significant and unforeseen increases in the price of construction labor and materials prior to commencement of the Project that are greater than the average annual increases in the last ten years; (m) failures in the banking and financial systems of the United States; and (n) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice as soon as practicable but in any event, within ten (10) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

19. Attorneys' Fees and Costs.

In the event that any default by Licensee in the performance of any of the terms, conditions or obligations of this Agreement requires Licensor, in the exercise of Licensor's sole discretion, to engage the services of an attorney to enforce compliance by Licensee with the terms, conditions and obligations hereof, Licensee shall reimburse Licensor for all reasonable legal fees and expenses.

20. Entire Agreement.

This Agreement contains the entire agreement between the parties, and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought.

21. Rules Governing.

This Agreement shall be governed by and construed in accordance with the laws of Idaho.

22. Time is of the Essence.

Time is of the essence of this Agreement and of each and every provision hereof of which time is an element.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby have executed this Agreement under their respective hands and seals as of the day and year first above written.

LICENSOR:

Boise State University

By: _____

By:

Title:

Jo Ellen Dinucci, Associate VP, Finance and Administration

LICENSEE:

Boise State University Foundation

An Idaho Non-Profit

By: _____

By:

Paul Powell

Executive Director

EXHIBIT "A"

(licensed premises cross-hatched)

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

IDAHO STATE UNIVERSITY

SUBJECT

Professional Fee for existing Sign Language Interpreting program

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University requests permission to change the fees for the Sign Language Interpreting model, discontinuing class fees and adding professional fees, in accordance with Board Policy V.R., subsections 3.b. and 3.c. The program has recently become eligible to charge a professional fee, earning specialized accreditation and leading to a licensed profession. To present, the program has funded some activities through class fees. This proposed change would enable the program to self-fund the activities and supplies needed for student success. The professional fee would initially be established at \$120 per credit, in addition to normal tuition.

To become licensed and able to work, interpreters must take at least two credentialing exams. These should be taken near graduation so students are able to practice in their field; however, the exams have been cost-prohibitive for the majority of students. The new professional fees include covering these exams.

IMPACT

The fiscal impact of the proposed professional fee was estimated based on 18 incoming and continuing students and 10 new students (FTE) per year after the first year. In setting the professional fees, the goal was to provide an affordable option to students while ensuring that revenue would cover the costs.

The professional fee of \$120/credit keeps the overall cost of the program the second lowest of all comparable accredited programs, nationwide. Because of the agreements with community colleges, it is anticipated that candidates will enter the proposed program having earned 60 credits and completed their general education requirements. The total cost to a student entering the program with an associate degree would be \$6,840 plus university tuition and fees.

ATTACHMENTS

Attachment 1 – Proposed budget for the Sign Language Program
Attachment 2 – Justification

STAFF COMMENTS AND RECOMMENDATIONS

Staff finds this request meets the criteria for a professional fee under Board policy. Current special course fees are \$1,490 for two years (\$745 per year), while the proposed professional fee would be \$6,840 for two years (\$3,420 per year). The

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2022

proposed fees cover the cost of exams, specialized equipment and software, and travel costs for field observations. Most students currently in the program have completed their first two years of study at Idaho State University. Staff notes that while this is presented as a 2+2 completion program, there are no formal and signed articulation agreements between ISU and the community colleges. However, informal verbal agreements appear to be in place allowing community college students to matriculate into the program. Staff strongly recommends ISU establish written formal articulation agreements with community college partners.

BOARD ACTION

I move to approve the request by Idaho State University to add a professional fee of \$120.00 per credit to the Sign Language Interpreting program, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

IDAHO STATE UNIVERSITY

Resource Allocation and Impact Summary

PROGRAM IDENTIFICATION

ISU #2022-02 Professional Fee Request for B.S. in Sign Language

Program Resource Requirements. Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first four fiscal years of the program. Include reallocation of existing personnel and resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reconcile subsequent pages where budget explanations are provided. If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY 2023		FY 2024		FY 2025		FY 2026		Cumulative Total	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	10	10	10	10	10	10	10	10	40	40
B. Shifting enrollments	8	8	10	10	10	10	10	10	38	38
Total Enrollment	18	18	20	20	20	20	20	20	78	78

II. REVENUE

	FY 2023		FY 2024		FY 2025		FY 2026		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request									\$0.00	\$0.00
2. Institution Funds									\$0.00	\$0.00
3. Federal									\$0.00	\$0.00
4. New Tuition Revenues from Increased Enrollments									\$0.00	\$0.00
5. Student Fees	\$60,480.00		\$67,200.00		\$67,200.00		\$67,200.00		\$262,080.00	\$0.00
6. Other: (Specify)									\$0.00	\$0.00
Total Revenue	\$60,480.00	\$0.00	\$67,200.00	\$0.00	\$67,200.00	\$0.00	\$67,200.00	\$0.00	\$262,080.00	\$0.00

On-going is defined as on-going operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

III. EXPENDITURES

	FY 2023		FY 2024		FY 2025		FY 2026		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs										
1. FTE									0.00	0.00
2. Faculty									\$0.00	\$0.00
3. Adjunct Faculty	\$10,000.00		\$10,300.00		\$10,609.00		\$10,927.27		\$41,836.27	\$0.00
4. Graduate/Undergrad Assistants									\$0.00	\$0.00
5. Research Personnel									\$0.00	\$0.00
6. Directors/Administrators	\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00		\$10,000.00	\$0.00
7. Administrative Support Personnel									\$0.00	\$0.00
8. Fringe Benefits	\$2,015.00		\$2,015.00		\$2,046.50		\$2,078.95		\$8,155.45	\$0.00
9. Other: _____									\$0.00	\$0.00
Total Personnel and Costs	<u>\$14,515.00</u>	<u>\$0.00</u>	<u>\$14,815.00</u>	<u>\$0.00</u>	<u>\$15,155.50</u>	<u>\$0.00</u>	<u>\$15,506.22</u>	<u>\$0.00</u>	<u>\$59,991.72</u>	<u>\$0.00</u>

	FY 2023		FY 2024		FY 2025		FY 2026		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures										
1. Travel	\$4,000.00		\$4,500.00		\$4,500.00		\$4,500.00		\$17,500.00	\$0.00
2. Professional Services	\$16,250.00		\$18,425.00		\$18,425.00		\$18,425.00		\$71,525.00	\$0.00
3. Other Services	\$10,050.00		\$11,050.00		\$11,300.00		\$11,550.00		\$43,950.00	\$0.00

ATTACHMENT 1

4. Communications									\$0.00	\$0.00
5. Materials and Supplies	\$14,400.00		\$14,790.00		\$14,790.00		\$14,790.00		\$58,770.00	\$0.00
6. Rentals									\$0.00	\$0.00
7. Materials & Goods for Manufacture & Resale									\$0.00	\$0.00
8. Miscellaneous									\$0.00	\$0.00
Total Operating Expenditures	<u>\$44,700.00</u>	<u>\$0.00</u>	<u>\$48,765.00</u>	<u>\$0.00</u>	<u>\$49,015.00</u>	<u>\$0.00</u>	<u>\$49,265.00</u>	<u>\$0.00</u>	<u>\$191,745.00</u>	<u>\$0.00</u>

	FY 2023		FY 2024		FY 2025		FY 2026		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay										
1. Library Resources									\$0.00	\$0.00
2. Equipment									\$0.00	\$0.00
Total Capital Outlay	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

D. Capital Facilities Construction or Major Renovation									\$0.00	\$0.00
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E. Information Technology Support									\$0.00	\$0.00
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F. Other Costs										
1. Utilities									\$0.00	\$0.00
2. Maintenance & Repairs									\$0.00	\$0.00
3. Other: <u>College of Health Distribution</u>	<u>\$907.20</u>		<u>\$1,008.00</u>		<u>\$1,008.00</u>		<u>\$1,008.00</u>		<u>\$3,931.20</u>	<u>\$0.00</u>

ATTACHMENT 1

Total Other Costs	<u>\$907.20</u>	<u>\$0.00</u>	<u>\$1,008.00</u>	<u>\$0.00</u>	<u>\$1,008.00</u>	<u>\$0.00</u>	<u>\$1,008.00</u>	<u>\$0.00</u>	<u>\$3,931.20</u>	<u>\$0.00</u>
TOTAL EXPENDITURES:	<u>\$60,122.20</u>	<u>\$0.00</u>	<u>\$64,588.00</u>	<u>\$0.00</u>	<u>\$65,178.50</u>	<u>\$0.00</u>	<u>\$65,779.22</u>	<u>\$0.00</u>	<u>\$255,667.92</u>	<u>\$0.00</u>
Net Income (Deficit)	<u>\$357.80</u>	<u>\$0.00</u>	<u>\$2,612.00</u>	<u>\$0.00</u>	<u>\$2,021.50</u>	<u>\$0.00</u>	<u>\$1,420.79</u>	<u>\$0.00</u>	<u>\$6,412.08</u>	<u>\$0.00</u>

Please be specific in your notes for each line item -- OSBE's system allows notes for each individual cell entry. Add more lines as necessary.

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

II.5.	\$120 per credit hour professional fee, average 28 credits per year
III.A.3.	Adjunct Faculty: with increase of 3% each year
III.A.6.	Director Stipend
III.A.8.	Fringe (Adjunct, Stipend)-Calculated with FY23 proposed rates for all years
III.B.1	Travel and field trips (Seabeck, Immersion Weekend)
III.B.2.	OER Development, simulated interpreting, Student Professional Dev-guest speakers, PD hosting for students, mentor program,.
III.B.3.	Accreditation costs (Annual fee, site visit, faculty licenses, memberships, Professional Development, RID organizational dues, CIT organization dues)
III.B.5.	Materials & Supplies (Program related Costs-computers, software, course supplies, department reference materials and Studio & Lab-computer, software & accessories, furniture, camera, mic, tv, teleprompter)
III.F.3.	College of Health Administration distribution 1.5% of total revenue

The Communication Sciences & Disorders Department, Sign Languages Interpreting Program at Idaho State University proposes to establish a Professional Fee per Idaho State Board Policy Section: V Financial Affairs, Subsection: R. Establishment of Fees, 3.b.iii. Professional Program Fees.

The Sign Language Interpreting program consists of junior- and senior-level courses designed as a Bachelor's program for a 2+2 degree with Sign Language Studies Associate's degrees or comparable college experience. Sign language interpreting services must be provided in virtually all privately owned businesses, state and local government agencies, healthcare settings and educational settings from pre-K to advanced post-secondary programs. Since the Vocational Rehabilitation Act of 1964, the Education for all Handicapped Children Act of 1975, and the Americans with Disabilities Act of 1990, the job market for qualified interpreters has witnessed tremendous growth. All courses are taught by licensed interpreters, holding national certification, appropriate academic credentials, and experience.

The proposed professional fee is \$120 per credit, the current class fees would be discontinued.

Sign language interpreting is a practice profession, and our students participate in simulated interpreting experiences and an internship as part of their program, both required as part of the program accreditation. New accrediting standards require additional supervisors. The new fee includes compensation for actors in simulated interpreting and internship supervisors.

To work as a licensed interpreter in Idaho and the majority of states, students must pass a knowledge exam and a performance exam. Students have had to pay for these exams on their own in the past. Many students were unable to budget for it, so they did not take the exams and could not work in the field directly upon completion. In discussing with students over the past three years, they have requested we budget this cost into the program. For the Class of 2021, we piloted covering the cost of both exams for our six graduates. All passed the assessments at a high enough level that they could work in educational settings, and 3/6 scored well enough to qualify for a full license. Anecdotally, it is expected to take 3 years of work before someone has enough skill to qualify at that level. This request will cover the \$675 fee for those exams.

This request includes specialized equipment and software suitable for video editing that is required for our field. It also provides a website for students to engage in the type of reflective analysis to maximize their learning while completing assignments efficiently; students have provided significant input on this tool's development. Educational resources and texts are expensive in our field. This request includes development of Open Educational Resources (OER) and materials, thereby lowering the unexpected costs of specialized texts and videos.

Professional fees collected will support field trips to observe and participate in large gatherings of Deaf and DeafBlind individuals--both low-incidence populations, so travel is required. To allow students to go into educational and medical interpreting settings, we conduct background checks when they enter the program. Students attend an ASL-immersion experience we developed, and they attend a DeafBlind camp where they have the opportunity for authentic learning while working with DeafBlind people.

Now that Sign Language Interpreting is a licensed profession and our program has specialty accreditation, moving to a professional fee provides flexibility to support our students' opportunities and growth. Including the proposed professional fees, we will continue to be one of the least expensive accredited interpreting programs in the country. In a comparison with all Bachelor's-level accredited programs in the country, the proposed professional fee keeps Idaho the second-lowest cost for in-state

students and third-lowest for out-of-state students. We continue to provide excellent value for our students, the university, and the State of Idaho (see Tuition & Fee Comparison table below).

Tuition & Fee Comparison for Peer Institutions

Reported as total cost for the BS Degree			
Institution	Resident	Non- Resident	# of Semesters
University of North Florida	\$31,558	\$89,173	8
Idaho State University - current	\$ 33,596	\$ 51,050*	8
Idaho State University - proposed	\$ 38,100	\$ 55,554*	8
Western Oregon University	\$41,076	\$118,836	12
Eastern Kentucky University	\$41,808	\$46,000	8
University of New Mexico	\$43,496	\$110,409	8
Bloomsburg University of Pennsylvania	\$45,718	\$93,014	8
University of Northern Colorado (online program)	\$53,280	\$53,280	11
William Woods University	\$107,130	\$107,130	8
Columbia College Chicago	\$112,230	\$112,230	8
Mt. Aloysius (PA) College	\$112,660	\$112,660	8
Augustana University	\$168,039	\$168,039	9
St. Catherine University	\$193,128	\$193,128	8
Northeastern University	\$230,704	\$230,704	8

*1st year at non-resident rate, 2nd year and future years at resident rate