

**CONSENT AGENDA  
JUNE 18, 2015**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BAHR-SECTION II - BOISE STATE UNIVERSITY - MULTI-YEAR AIR CHARTER CONTRACT</b>	Motion to Approve
2	<b>BAHR-SECTION II - BOISE STATE UNIVERSITY – PURCHASE OF VIDEO BOARD FOR TACO BELL ARENA</b>	Motion to Approve
3	<b>BAHR-SECTION II - UNIVERSITY OF IDAHO – IDAHO WATER CENTER – SUBLEASES WITH CH2M HILL AND ST. LUKES REGIONAL MEDICAL CENTER</b>	Motion to Approve
4	<b>BAHR-SECTION II - EASTERN IDAHO TECHNICAL COLLEGE – SHORT TERM PAY INCREASE FOR EXECUTIVE DIRECTOR OF EITC FOUNDATION</b>	Motion to Approve
5	<b>IRSA – WWAMI ADMISSIONS COMMITTEE APPOINTMENT</b>	Motion to Approve
6	<b>IRSA – PROGRAMS AND CHANGES APPROVED BY EXECUTIVE DIRECTOR – QUARTERLY REPORT</b>	Motion to Approve
7	<b>PPGA – INDIAN EDUCATION COMMITTEE APPOINTMENT</b>	Motion to Approve
8	<b>PPGA – STATE REHABILITATION COUNCIL APPOINTMENT</b>	Motion to Approve
9	<b>PPGA – DATA MANAGEMENT COUNCIL APPOINTMENT</b>	Motion to Approve
10	<b>PPGA – BOISE STATE UNIVERSITY - ALCOHOL PERMIT FOR 2015 HOME FOOTBALL GAMES – PRE GAME EVENTS</b>	Motion to Approve

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11	<b>PPGA – IDAHO STATE UNIVERSITY - ALCOHOL PERMIT FOR 2015 HOME FOOTBALL GAMES</b>	Motion to Approve
12	<b>PPGA – UNIVERSITY OF IDAHO - ALCOHOL PERMIT FOR 2015 HOME FOOTBALL GAMES – PRE GAME EVENTS</b>	Motion to Approve
13	<b>PPGA – UNIVERSITY OF IDAHO - ALCOHOL PERMIT FOR 2015 HOME FOOTBALL GAMES – SUITE CLUB SEATING</b>	Motion to Approve
14	<b>PPGA - PRESIDENT APPROVED ALCOHOL PERMITS REPORT</b>	Information Item
15	<b>SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS</b>	Motion to Approve
16	<b>SDE – REQUEST FOR WAIVER OF 103% STUDENT TRANSPORTATION FUNDING CAP</b>	Motion to Approve
17	<b>SDE – TRANSPORT STUDENTS LESS THAN ONE-AND-ONE-HALF MILES FOR THE 2015-2016 SCHOOL YEAR</b>	Motion to Approve
18	<b>AUDIT – IDAHO STATE UNIVERSITY FOUNDATION OPERATING AGREEMENT</b>	Motion to Approve
19	<b>AUDIT – UNIVERSITY OF IDAHO ALUMNI ASSOCIATION OPERATING AGREEMENT</b>	Motion to Approve

**BOARD ACTION**

I move to approve the Consent Agenda as presented.

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

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Charter air services for 2015 – 2019 football seasons

**REFERENCE**

June 2012 Idaho State Board of Education (Board) approved multi-year charter agreement with Frontier Airlines

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.

**BACKGROUND/DISCUSSION**

In 2012 Boise State University (BSU) bid a multiyear air charter contract that was awarded to Frontier Airlines. The charter agreement increased the likelihood of aircraft availability, streamlined the booking process, and improved the level of service the team received. During the 2014 football season, BSU was informed that Frontier Airlines would not renew the contract after the current season as they would be discontinuing their charter services. As a result, in February 2015 BSU issued a Request for Proposal (RFP) for a new multi-year contract.

The sole respondent was Sun Country Airlines (“Sun Country”). A proposed one-year agreement with Sun Country for charter air service is attached. BSU has the option to renew the agreement for up to four (4) one-year terms under the same terms and conditions as the current agreement.

**IMPACT**

Typically BSU flies to all six away games. A six flight schedule with Frontier Airlines for the 2014 season cost BSU \$627,042. Sun Country’s 2015 pricing for the six away games within the continental U.S. is \$477,900. This year, in the interest of conserving funds, BSU will charter buses for the trip to Utah State University. Sun Country’s pricing for service to BSU’s remaining five scheduled games for 2015 is \$412,150. In the future years of this contract, BSU anticipates that the team will fly to all away games.

Fluctuating fuel expenses and airport security fees in addition to changing schedules and game locations each year will not allow for a fixed price bid over the contract term; however, any increase in cost in contract years 2016-2019 will be directly tied to fuel costs and/or changes in airport security fees. Historically, flight costs increase an average of 15 percent per year largely due to fuel prices. The total cost will not exceed \$3,222,184 over the 5 year term.

**ATTACHMENTS**

Attachment 1 – Request for Proposal	Page 3
Attachment 2 – Sun Country Airlines Response	Page 45

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Attachment 3 – Sun Country Airlines Contract

Page 95

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve Boise State University's request to enter into an agreement with Sun Country Airlines for air charter services for the 2015-2019 football seasons and to authorize the Vice President for Finance and Administration to execute the current agreement and renewal agreements through 2019.

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

# BOISE STATE UNIVERSITY

REQUEST FOR PROPOSAL

RFP #MC15-080

# Air Charter Boise State University Football

Issue Date February 3, 2015

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**1. RFP Administrative Information**

RFP Title:	Air Charter
RFP Project Description:	It is the intent of Boise State University to receive proposals from qualified Airlines to provide Air Charter Services to destinations as required for the Boise State University football team. The University will utilize the Boise, ID (BOI) airport for all departures and arrivals. <b>(Proposals from Airline Brokers will not be accepted).</b>
RFP Lead:	Mike Carr Senior Buyer 1910 University Drive mikecarr@boisestate.edu Phone: 208-426-1802 Fax: 208-426-1152
Pre-Proposal Teleconference:	Tuesday February 10, 2015 from 9:00 – 10:00 AM Mountain Time
Location:	RSVP to RFP lead for location and contact information.
Deadline To Receive Questions:	February 13, 2015, 5:00 Mountain Time
Anticipated Release of Answers to Questions:	February 19, 2015
RFP Closing Date:	March 11, 2015, 5:00 Mountain Time
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Validity of Proposal	Bid proposals are to remain valid for ninety (90) calendar days after the scheduled RFP opening date. Proposals submitted with a validity period of less than this will be found nonresponsive and will not be considered.
Initial Term of Contract and Renewals:	The initial term is for one year with up to 4 one year renewals by mutual agreement. Terms and conditions during any renewal year will remain the same as the original contract. At the time of renewal, if any, the contract costs may be renegotiated



- 1.1 A non-mandatory pre-proposal teleconference will be held at the location and time as indicated in Section 1, page 2 of this RFP. This will be your opportunity to ask questions of the University staff. All interested parties are invited to participate. **Those choosing to participate must pre-register via email with the RFP lead to receive meeting details.** This conference will be used to explain, clarify, or identify areas of concern in the RFP. Those asking questions during the pre-proposal conference will be asked to submit those questions to the University in writing by the designated "Deadline to Receive Questions" period as indicated in Section 1, page 2 of this RFP. For simplicity's sake, offerors are strongly encouraged to submit just one, final set of questions, after the pre-proposal conference but prior to the question deadline, rather than multiple sets of questions. Any oral answers given by the University during the pre-proposal conference are to be considered unofficial. Phone lines are limited so calling from conference lines is appreciated.
- 1.2 All questions must be submitted to the RFP Lead by the date and time noted above. Questions must be submitted using Attachment 1 via email to the RFP Lead at the address listed above. Official answers to all questions will be posted on the University's website as an amendment as indicated in Section 1, page 2 of this RFP.

**Questions regarding the State of Idaho Standard Contract Terms and Conditions found at <http://adm.idaho.gov/purchasing/purchasingrules.html> and incorporated in this RFP by reference and the Solicitation Instructions to Vendors (Exhibit 5) must be submitted by the deadline to receive questions from the offeror, stated on Section 1, page 2 of the RFP. Note: Section 5 – Administrative Fees DOES NOT apply to this RFP. Questions, objections or proposed modifications to the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors must be proposed in writing during the question period in the format and manner provided in this section.**

**Questions submitted regarding these requirements must contain the following for the University's consideration:**

- 1.2.1 The term or condition in question;**
- 1.2.2 The rationale for the specific requirement being unacceptable to the offeror (define the deficiency);**
- 1.2.3 Recommended verbiage for the University's consideration that is consistent in content, context, and form with the University's requirement that is being questioned; and**
- 1.2.4 Explanation of how the University's acceptance of the recommended verbiage is fair and equitable to both the University and the offeror.**

Proposals received that qualify the offer based upon the University accepting other terms and conditions **not found in the RFP or which take exception to the University's terms and conditions** may be found non-responsive, and no further consideration of the proposal will be given.

- 1.3 Proposal opening will be held at the location and time as indicated in Section 1, page 2 of this RFP. All offerors, authorized representatives and the general public are invited, at their own expense, to be present at the opening of the proposals. During the proposal opening only the names of the vendors will be provided.

## 2. (M) INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

- 2.1. Any qualified vendor may submit a proposal. All vendors are qualified unless disqualified. Those offerors presently on the General Service Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" may be disqualified. Vendor information is available on the Internet at: <https://www.sam.gov/index.html>
- 2.2. Proposals must demonstrate that offerors have the ability to complete the described functions of this RFP.
- 2.3. In order to be considered for award, the sealed proposal must be delivered to the place specified, no later than the date and time specified in Section 1 of the RFP. A proposal received at the office designated in this RFP after the RFP closing date and time will not be accepted. No late proposals will be accepted.
- 2.4. The proposal must be submitted with the University-supplied signature pages which must contain an **ORIGINAL HANDWRITTEN** signature executed in **BLUE INK** and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**.
  - 2.4.1 The proposals must be addressed to the RFP Lead and clearly marked "CONTRACT PROPOSAL – RFP - MC15-080 Air Charter.
  - 2.4.2 Each proposal must be submitted with one (1) original and three (3) copies of the Business and Scope of Work Proposal and one (1) original and one (1) copy of the Cost Proposal and Billing Procedures.
  - 2.4.3 In addition, offerors must submit one (1) electronic copy of the proposal on CD or USB device. Word or Excel format is required. The only exception will be for financials or brochures. The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way. Please attach the CD or USB device to the original version of the Business and Scope of Work Proposal.
  - 2.4.4 Submit one (1) electronic, redacted copy of the Business and Scope of Work Proposal, on CD or USB device, with all trade secret information removed or blacked out, as described in Paragraph 32, "Public Records," State of Idaho's SOLICITATION INSTRUCTIONS TO VENDORS. The electronic file name should contain the word "redacted." This is the copy of the offeror's proposal which will be released under Idaho's Public Record Law, if the proposal is requested. The redacted copy of the Business and Scope of Work Proposal must be an exact copy of the Business and Scope of Work Proposal regarding trade secret information. The original proposal and redacted proposal may be submitted on the same CD or USB device.

2.4.5 The proposal must be separated into two (2) distinct sections:  
Business and Scope of Work Proposal, and  
Cost Proposal.

2.4.6 The Business and Scope of Work Proposal must be sealed, identified “Business and Scope of Work Portion of Proposal – RFP #MC15-080 Air Charter and include a cover letter (see section 4.3)

2.4.7. The Cost Proposal must be sealed, identified “Cost Portion of Proposal – RFP # MC15-080 Air Charter

## 2.5 (M) INSURANCE

2.5.1 The Contractor will carry an insurance policy with minimum CSL liability (Bodily Injury & Property Damage) limits of \$300 million dollars per occurrence with Boise State University and the State of Idaho to be named as additional insured’s on the contractor’s Aircraft liability policy. The insurance company providing the insurance certificate must have an insurance company rating of A- or higher by either A.M. Best or Standard and Poor’s rating bureaus.

2.5.2 All insurers shall have an “AM Best” rating (or equivalent) of A- or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

2.5.3 Certificate Holder and Additional Insured shall read:  
State of Idaho and Boise State University  
Attn: Risk Management  
1910 University Drive  
Boise, ID 83725

The University reserves the right to have the original insurance certificates provided upon request. If the original document is requested, a contract will not be signed until it is received.

- 2.6. No verbal proposals or verbal modifications will be considered. An offeror may modify its proposal in writing prior to the RFP closing time. A written modification must include the date and signature of the offeror or its authorized representative.
- 2.7. All costs incurred in the preparation and submission of a proposal in response to this RFP, including, but not limited to, offeror’s travel expenses to attend the pre-proposal conference, proposal opening and presentation or negotiation sessions, must be the sole responsibility of offerors and will not be reimbursed by the University.
- 2.8. An appeal by a vendor of a bid specification, a non-responsiveness determination, or the award of a bid is governed by the Boise State University Purchasing Appeals Process, and must be filed in accordance with that process, which can be found on the Internet at <http://vpfa.boisestate.edu/purchasing/purchasing-procedures/>

- 2.9. The offeror must complete the attached Signature Page provided with the RFP, and submit with its proposal.

### **3. TERMS OF PROCUREMENT PROCESS**

- 3.1. To be considered responsive, offerors should adhere to all requirements of this RFP. The determination of whether a proposal is responsive is a determination made solely by the University. The University reserves the right to waive any nonmaterial variation that does not violate the overall purpose of the RFP, frustrate the competitive bidding process, or afford any offeror an advantage not otherwise available to all offerors.
- 3.2. Proposals should be submitted on the most favorable terms from both a price and technical standpoint which offerors can propose. The University reserves the right to accept any part of a proposal, or reject all or any part of any proposal received, without financial obligation, if the University determines it to be in the best interest of the University to do so.
- 3.3. All data provided by the University in relation to this RFP represents the best and most accurate information available at the time of RFP preparation. Should any data later be discovered to be inaccurate, such inaccuracy will not constitute a basis for contract rejection by an offeror or contract amendment.
- 3.4. All proposal material submitted becomes the property of the University and will not be returned to offeror. Proposals and supporting documentation may be available for public inspection upon written request following the announcement of a contract award, except for information specifically labeled on each separate page as a "trade secret" or other exemption from disclosure under the Idaho Public Records Act, Section 9-340D(1), Idaho Code.
- 3.5. The proposal submitted by the successful offeror will be incorporated into and become part of the resulting contract. The University will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.
- 3.6. This Agreement is subject to approval by the Idaho State Board of Education and if such approval is not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

### **4. PROPOSAL FORMAT**

- 4.1. These instructions describe the format to be used when submitting a proposal. Sections of the format may be listed with an Evaluated Requirement (definition below). Evaluation points may be deducted from the offeror's possible score if the following format is not followed. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals. The proposal of the successful offeror will be appended to and incorporated into the RFP and the resulting contract or agreement, including the State's Standard Terms and Conditions [http://purchasing.idaho.gov/pdf/terms/standard\\_terms\\_and\\_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf). All terms should be reviewed carefully by each prospective offeror as the successful offeror is expected to comply with those terms and conditions, and may be found in breach of contract if terms conflict.
- 4.2. EVALUATION CODE - The codes and their meanings are as follows:
- 4.2.1 **(M)** Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement may render offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory specification with a statement outlining its understanding and how it will comply.
- 4.2.2 **(ME)** Mandatory and Evaluated Specification - failure to comply may render offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory and evaluated specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.
- 4.2.3 **(E)** Evaluated Specification - a response is desired. If not available, respond with "Not Available" or other response that identifies offeror's ability or inability to supply the item or service. Failure to respond will result in zero (no) points awarded for this item.
- 4.3. **(M)** COVER LETTER - The Business and Scope of Work Proposal must include a cover letter on official letterhead of the offeror, the offeror's name, mailing address, telephone number, facsimile number, and name of offeror's authorized agent including an email address. The cover letter must identify the RFP Title, bid number and all materials and enclosures being forwarded collectively as the response to this RFP. The cover letter must be signed, in ink, by an individual authorized to commit the offeror to the work proposed. In addition, the cover letter must include:
- 4.3.1 Identification of the offeror's corporate or other legal entity. Offerors must include their tax identification number. The offeror must be a legal entity with the legal right to contract.
- 4.3.2 A statement indicating the offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions [http://purchasing.idaho.gov/pdf/terms/standard\\_terms\\_and\\_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf),
- 4.3.3 A statement of the offeror's compliance with affirmative action and equal employment regulations.

4.3.4 A statement that the proposal was arrived at independently by the offeror without collusion, consultation, communication, or agreement with any other offeror as to any matter concerning pricing.

4.3.5 A statement that offeror has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The offeror must affirm its understanding and agreement that for breach or violation of this term, the University has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

4.3.6 A statement naming the firms and/or staff responsible for writing the proposal.

4.3.7 A statement that offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

4.3.8 A statement affirming the proposal will be firm and binding for ninety (90) days from the proposal opening date.

- 4.4. **(M)** AMENDMENT CONFIRMATION - If the RFP is amended, the offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.
- 4.5 Identify each page of the proposal that contains a “trade secret” per Section 3.4 above. Only those pages identified as “trade secret” or other exemption from disclosure will be exempt from disclosure if the proposal is requested pursuant to the Idaho Public Records Act. All other pages of the proposal will be released without review.

**NOTE: If a proposal is marked as “trade secret” in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.**

4.6. TABLE OF CONTENTS - Include in the Business and Scope of Work Proposal a table of contents; adequately identify the contents of each section, including page numbers of major subsections. The Table of Contents is not evaluated, and is for reference purposes only.

4.7. EXECUTIVE SUMMARY - Include in the Business and Scope of Work Proposal an executive summary, which provides a condensed overview of the contents of the Business and Scope of Work Proposal submitted by the offeror, which shows an understanding of the services to be performed. The Executive Summary is not evaluated, and is for summary purposes only.

4.8. BUSINESS INFORMATION

4.8.1 (E) Experience: Provide background and history of your company. Describe your company's experience in providing collegiate football air charter and sponsorship agreement service.

4.8.2 (E) Required information provided as part of your proposal will be evaluated by University.

4.8.2.1 Boise State University hereby requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of contact information of five (5) Division 1 Universities your firm has provided Air Charter and Sponsorship service within the past three years. (All referenced Universities must be located west of the Mississippi river. Failure to receive appropriate references on or before the opening date will result in zero points being awarded for this section. References from the SEC, ACC, Big Ten, Big 12, PAC 12 and Mountain West conferences are preferred.

4.8.2.2 Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

4.8.2.3 Offerors must follow the instructions in Attachment 2 to obtain those references.

4.8.2.4 For any reference not received by RFP closing date and time, or is outside the three (3) years, the offeror will receive no (zero) points for that particular reference. For any reference determined to be not of a similar nature to the products or services requested by this RFP, the offeror will also receive no (zero) points for that particular reference. Offerors may email the RFP Lead prior to the reference submittal deadline to verify receipt of references.

## 5. SCOPE OF WORK

Use this proposal outline as part of your response to the RFP, and identify it as Appendix A – Scope of Work. Keep in mind, the evaluators will be evaluating on the methodologies proposed and the completeness of the response to each of the services listed below.

5.1 (M) GENERAL REQUIREMENTS – The requirements listed below must be adhered to by the successful offeror at all times during the life of the contract. The offeror must provide written acknowledgement they agree with and will adhere to these requirements.

5.1.1 University Marks - Boise State University's registered trademarks, as well as other names, seals, logos, college colors and other indicia ("University Marks") that are representative of the University may be used solely with permission of Boise State University. Notwithstanding the foregoing, the University logo may be used in the RFP response for illustrative purposes only. No use may be made of University Marks in any document which implies any association with or endorsement of the services of the bidding company or any other third party.

Where indicated, for each of the following, the proposal should address methodologies to be used, pertinent time lines, personnel and other pertinent information in order to implement the Scope of Work successfully to achieve full compliance with all tasks and deliverables. Offerors must identify any information or resources needed from the University in order to perform any of the work.

5.2 (M) DATES, TIMES, AND DESTINATION

5.2.2 Proposal Schedule - see Exhibit 1

5.2.3 All game dates and times are tentative. The University reserves the right to change dates and/or times. A typical season includes 6 charter flights. A finalized schedule will be sent to the successful Contractor 90 days prior to each flight for regular season games. Changes outside the control of Boise State University shall be communicated to Vendor as soon as possible. It is the expectation of Boise State University that the football team will be invited to a post season bowl game. As part of the resulting contract we would like the option of extending this agreement to include a domestic bowl in addition to the regular season at the same rate as the regular season. Notification of participation will typically allow a minimum of two weeks' notice from the time of invitation to actual departure from Boise, Idaho.

5.3. (M) TRAVEL ARRANGEMENTS

5.3.1 Passenger jet aircraft seating either 143 or 160 passengers from airlines, with hubs west of the Mississippi river. Two bids are required for flights to the western United States. For the Virginia trip the bid is requested for complying aircraft that seat a minimum of 180 passengers. 89 players & coaches @ 210 lbs. each; other passengers: 185 lbs. each; plus carryon baggage. In recognition that aircraft required for the Virginia trip is not common in regional air lines this trip will be evaluated separately. Inability to provide nonstop transportation to Virginia will not preclude an award for destinations located in the western United States. For a post season bowl game the University will require transportation for an estimated 250 travelers, including players, coaches and invited guests. If two aircraft are offered the team aircraft must have a minimum capacity of 143 passengers.

5.3.2 Departure time for each flight is determined as soon as possible after the official schedule is published. Requests by Boise State University to adjust departure times may occur especially if the host school changes stadium availability for practice on arrival day, television schedule changes, or other similar changes occurs that affect the trip schedule.

5.3.3 Equipment will consist of personal equipment carried with the team – see Exhibit 2 for a detailed listing.

5.3.4 Only passengers approved by University will be on any flight chartered by University. University reserves the right to fill all available seats.

5.3.5 Each game will be approximately three hours long. Typically, the team will depart from the stadium approximately 1 hour after completion of the game and will go directly to the airport for departure. The aircraft and crew shall be available to load passengers four hours after game start time with departure immediately after loading has been



completed For games in the eastern time zone, rest overnight or early arrival aircraft are preferred.

#### 5.4 (M) CONTRACT CONDITIONS

##### 5.4.1 Performance of Work

5.4.1.1 The Contractor is responsible to maintain and supply all equipment, aircraft, engine reserve, fuel, and other supplies required for the service to be performed in this contract (including the Sponsorship Agreement). Subcontracting of service is not allowed. If the plane is not available and ready for take-off within the contracted time-frame, the Contractor will be responsible to feed and house the traveling party until such flight is ready, in addition to Contractor's other obligations as set forth in this contract. This requirement extends to FBO or other non-main terminal locations and/or sub-contracted gates.

5.4.1.2 In the case of additional ground time and/or delays due to mechanical difficulties, or other reasons attributable to the Contractor, the Contractor shall compensate the University for such delay(s). Compensation would include, but not be limited to the following: 1-hour delay sports drinks and bars, preferably PowerAde and Powerbars for each traveler; 1.5 to 2 hour delay –a meal for each traveler, lounge accommodations for all travelers. If a flight is delayed for more than 2 hours, for any reason attributable to the Contractor, the Contractor shall refund to the University any actual costs incurred due to such delay, including but not limited to meals, lodging, and local transportation.

5.4.1.3 Contractor shall provide current on time records for scheduled commercial flights and charters.

5.4.1.4 All flights are to be non-stop from Boise to each destination and return.

##### 5.4.2 Cancellation or Delayed Operation

5.4.2.1 Weather-related Cancellations: The Contractor shall discuss actual and anticipated weather conditions with the University. Where possible, such discussions shall occur sufficiently in advance of the flight to permit the University to decide whether to proceed with or cancel the flight. Final decision whether to proceed with or to cancel a flight for weather-related reasons shall always rest with the Contractor, which shall provide verification and substantiation of the reason(s) for flight cancellation if the University so requests and in writing if the University so requests. If a flight is canceled for weather-related reasons, the Contractor shall refund all fees and costs paid by the University for the flight and all associated matters. Upon University request, the Contractor shall make every effort to provide alternative flight options in the event that the scheduled flight is significantly delayed or cancelled due to weather.

5.4.2.2 Cancellation for Mechanical and Other Reasons: If a flight is canceled in whole or in part due to mechanical reasons, flight crew availability, or if a flight is canceled in whole or part for other reasons within the Contractor's control, the Contractor shall be obligated to provide a substantially equivalent replacement aircraft. If Contractor fails to provide such an aircraft, it shall refund all fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damages incurred by the

University. The Contractor acknowledges that said damages may include, but are not limited to, lodging, meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays.

5.4.2.3 Cancellation by the University: The University may cancel any and all flights, for reasons beyond the University's control, such as but not limited to game cancellation due to adverse weather. The University shall make every effort to provide 24-hour advance notice of any such cancellation(s). Upon such cancellation, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

5.4.2.4 Delay or Change by the University: The University may delay or change any and all flights, for reasons beyond the University's control, such as but not limited to game date change and/or cancellation by the opposing team, network television scheduling related changes, field availability, etc. The University shall provide notice to the Contractor as soon as possible. If the Contractor is not able to accommodate the delay or change, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

**5.4.3 GROUND TIME**

The costs incurred for all ground time delays due to any reason not within the control of the University shall be borne by the Contractor. For ground time delays attributed to the University, the first two hours shall be at no charge to the University.

**5.4.4 UNIVERSITY'S COMPLIANCE OBLIGATIONS**

The Contractor will advise the University, in writing, of all laws, rules, and regulations with which the University must comply in performing this contract, including but not limited to all laws, rules, and regulations pertaining to the chartering of aircraft, sufficiently in advance of the time for compliance by the University that the University may meet its compliance obligations. The Contractor will consult with and reasonably assist the University in complying with said laws, rules, and regulations.

**5.4.5 NON-PERFORMANCE**

If the Contractor breaches the contract in whole or in part and/or fails to comply with the requirements and specifications set forth in the contract, it shall refund all fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damages, incurred by the University. The Contractor acknowledges that said damages may include, but are not limited to, lodging and meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays and other significant consequences.

**6. MANDATORY REQUIREMENTS**

Note: All of Section 6 will be pass/fail, any proposal receiving a "fail" will not be considered further.

6.1 Carrier must provide signed Certificate of Debarment with bid response.(Exhibit 3)  
Offeror must also provide signed Signature Page with bid response.

6.2 Identify any deposit and prepayment requirements.

6.3 The Contractor will provide name, address, phone, contact information, and account number of their DOT approved escrow account. Boise State University will only issue payment to a DOT approved escrow account.

6.4 Contractor shall provide their standard contract form(s) with their proposal, including the Sponsorship Agreement.

6.5 **CONTRACTOR REQUIREMENTS**

6.5.1 Aircraft must meet or exceed all Federal Aviation Administration (FAA) Regulations, Standards and Requirements for Safe Air Transportation Services.

6.5.2 Aircraft shall be all-weather capable.

6.5.3 The Contractor shall be capable of flying in all climate conditions and under instrument flight rules when necessary.

6.5.4 The pilot and co-pilot must be fully capable to operate the plane, and must be fully licensed to operate in the pilot and co-pilot capacity, respectively. Both the pilot and co-pilot shall have sufficient flight hours necessary to pilot the aircraft per the schedule on Exhibit 1.

6.5.5 The Contractor shall meet all applicable requirements concerning FAA Part 121, and shall be FAA Part 121 certified for any and all flights. The Contractor shall include a copy of their FAA Part 121 certificate in the bid response. Contractor shall insure that all required crew rest requirements are met prior to the scheduled departure time.

6.5.6 In addition to the foregoing, the Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations pertaining to the ownership and operation of the aircraft, including but not limited to compliance with all applicable regulations promulgated by the Federal Aviation Administration and/or the Department of Transportation.

6.5.7 Without limiting the foregoing, Contractor's duties and responsibilities shall include the following:

6.5.7.1 The sole and absolute responsibility for the furnishing of qualified crews and flight attendants for each flight; including an airline representative Charter Coordinator on each flight.

6.5.7.2 The maintenance of the aircraft in accordance with all applicable regulations for all pre-flight, flight, and post-flight operations, including but not limited to the performance of every act, duty, and responsibility required by law or regulation of any regulatory authority having jurisdiction over the operation of each flight and the aircraft;

6.5.7.3 The aircraft security while the aircraft is on the ground;

6.5.7.4 Pre-flight check-in procedures for both passengers and baggage;

6.5.7.5 Air terminal security as may be required by law; sufficient equipment & numbers of screeners should be available to insure that the screening process does not exceed 20-30 minutes for the entire party.

6.5.7.6 Ingress and egress of the passengers to and from the aircraft; Provisions should be made for alternative locations for passengers in the event of foul weather if sufficient FBO accommodations do not exist plane side.

6.5.7.7 Any other duties and responsibilities required of an owner/operator of an aircraft by any Federal, State, or local law or any regulation of any said governmental agency for the services described in this contract.

**The Certificate of Insurance will be furnished to the University's Purchasing Department before contracts will be signed.**

6.6 MEALS AND BEVERAGE SERVICE

6.6.1 Meals: Meals shall generally consist of an ample supply of Power Bars (average of double the seating capacity) both outbound and return flights.

6.6.2 Beverages: Beverages shall include ample supplies of 20 oz. water and 20 oz. sports drinks, preferably PowerAde, for all passengers (average of double the seating capacity; more on longer flights). Coffee and soda will be available for coaches and staff.

6.6.3 No alcohol is allowed on any flight chartered by Boise State University.

6.6.4 Additionally, water and sports drinks, preferably PowerAde, shall be available at the Gate on departure from Boise airport (BOI) and at the base of the flight stairs on the return flight.

6.6.5 Optional Meals: University, at its sole discretion, may arrange to bring a catered meal on board from a third party vendor. It is the intention of the University to have catered meals delivered to the aircraft for the return flight from Virginia. These meals will be served mid-flight. It is expected that the aircraft will have provisions to keep meals warm or cool as required.

7. **EVALUATED REQUIREMENTS**

Required information provided as part of your proposal will be evaluated by a committee composed of University personnel.

7.1 AIRCRAFT

7.1.1 The university is interested in evaluating optional aircraft for all flights. Please provide charter costs for aircraft with seating capacity of 143 and 160. For east coast and Midwest flights please provide bids for aircraft seating a minimum of 180 passengers.

7.1.2 Aircraft with no first class or business class sections are preferred.

7.1.3 TV's or Wi-Fi in all seats is highly desired. If these options are available make special note in the RFP response. Include any additional cost for this service in the cost

response at a level of use in all seats

7.2 AIRPORTS

Identify airport and passenger handling location to be used for each flight segment listed in this Exhibit I. In Boise, please bid departures from an assigned gate in the main terminal and an FBO. Please bid both the main terminal and FBO for arrivals back into Boise. FBOs at the destination sites are preferred. Identify foul weather accommodations at all sites.

7.3 REFERENCES

**Required information provided as part of your proposal will be evaluated by University. Failure to provide this information may result in rejection of proposal.**

Boise State University hereby requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of contact information of five (5) Division 1 Universities your firm has provided Air Charter service for within the past three years. (All referenced Universities must be located west of the Mississippi). Failure to receive appropriate references on or before the opening date will result in zero points being awarded for this section. References from the SEC, ACC, Big Ten, Big 12, PAC 12 and Mountain West conferences are preferred.

Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

**8. (ME) COST PROPOSAL**

Pricing will be evaluated using a cost model that offers the University the best possible value over the initial term of the contract.

8.1 The offeror must include escrow account information with their completed bidding schedule (Exhibit 1). Upon signing this Agreement or ninety (90) days prior to the first flight segment of the Charter Flights, whichever is later, Charterer will deposit 20% of the Charter Flight Cost into contractor's escrow account described in bid response. At least seven (7) business days prior to the first flight segment of the Charter Flights, Charterer will deposit into contractor's escrow account the remaining amount of the Charter Flight Cost. The escrowed funds will be held in the escrow account until at least five (5) business days following the completion of a particular Charter Flight or segment of the Charter Flight(s), at which time the portion of funds applicable to the particular Charter Flight or segment of the Charter Flight(s) will be released to contractor. This release of the escrow funds to contractor will occur without further notification to, or approval by, the Charterer. If the Charterer wants to dispute the release of the escrowed funds to contractor, the Charterer must notify contractor in writing of any dispute within five (5) business days after completion of the particular Charter Flight or segment, including the amount of escrow funds in dispute. Contractor will maintain in its escrow account funds equal to the amount in dispute pending resolution of the dispute.

8.2 The offeror must provide a fully-burdened rate which must include, **but is not limited to**, all operating and personnel expenses, such as: overhead, salaries, profit, supplies, travel and quality improvement.

- 8.3 Contractor shall propose a cost for each flight and for all flights.
- 8.4 Boise State University reserves the right to make a cost comparison with commercial air and charter bus services, and based on available funding will determine which flights will ultimately be chartered from this proposal.
- 8.5 Proposal prices must be fully burdened to include all costs associated with the charter including but not limited to: meals; beverage service; ground handling; fuel; de-icing; landing fees; all airport fees; Federal, state and local taxes and Passenger Facility Charges (PFC); and Federal Excise Taxes (FET).
- 8.6 Separately identify fuel cost assumption per flight in Exhibit 1. Fuel cost assumption should be in dollars/gallon. If a fuel surcharge is a variable in the costs associated with these charters (documentation required to substantiate fuel surcharge), identify fuel usage quantity per flight hour, flight hours per flight (to include deadheads) and calculation for determining fuel surcharge or credit. Identify if fuel cost assumption is based on current fuel costs, or a projection of future fuel costs, and provide date of that projection. The cost of fuel will be normalized for all bids to allow for consistent pricing comparison.

**CONTRACTORS ARE NOT ALLOWED TO DIRECT BILL EXPENSES OR TO RECEIVE ADVANCE PAYMENTS FOR SERVICES NOT RENDERED.**

## **9. PROPOSAL REVIEW AND EVALUATION**

- 9.1 The objective of the University in soliciting and evaluating proposals is to ensure the selection of a firm that will produce the best possible results for the funds expended.
- 9.2 All proposals will be evaluated first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Section 2.4. All proposals not meeting the Mandatory Submission Requirements will be found non-responsive.
- 9.3 The Business and Scope of Work proposal will be evaluated first as either “pass” or “fail,” based on the compliance with those requirements listed in the RFP with an (M). All proposals that meet the requirements will continue in the evaluation process outlined in Section 7.
- 9.4 Offeror may propose a corporate sponsor agreement (“Sponsorship Discount”). If this is offered please fill out exhibit 4 and list discount on exhibit 1.
- 9.5 Offeror will be notified of the result of the procurement process in writing. Written notification will be sent to the authorized signer on the University’s signature page.

9.6 The proposals will be reviewed and evaluated by Individual Scoring – Each member of the Proposal Evaluation Committee must confidentially and independently evaluate the proposals submitted. The criteria described below must be used by each Committee member to evaluate and score the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP. The Committee must then meet as a group. Individual scores may be re-evaluated and may or may not be changed by each member at that time. A final independent score must be recorded for each committee member.

The Committee may consult with subject matter experts to review and advise on any portion of the proposals.

9.8 The University reserves the right to seek and consider information from sources other than those provided by the offeror who may have pertinent information concerning the offeror's ability to perform these services. The University may use this information to determine whether the offeror is a responsible offeror.

9.9 For those proposals making it to the cost evaluation, the total points for the technical portion will be summed with the cost points and the proposals will be ranked by final total score.

9.10 The scores for the cost proposal section must be normalized as follows: The cost evaluation will be based on the total cost proposed for required services as itemized in Exhibit 1. The proposal with the lowest overall total cost proposed will receive all the cost points as assigned in the Evaluation Criteria below. Other proposals will be assigned a portion of the maximum score using the formula:  $\text{Lowest Cost} / \text{other proposal cost} \times \text{total possible cost points}$ .

#### EVALUATION CRITERIA

Mandatory Submission Requirements Met	Pass/Fail
Evaluated Requirements	550 points
Sponsorship Discount/Incentive	350 points
Reference and other information	150 points
Cost (Exhibit 1)	300 points
Total Points	1350points

**10. GENERAL TERMS AND CONDITIONS**

- 10.1 The RFP, all attachments and amendments, the successful offeror's proposal submitted in response to the RFP, any negotiated changes to the same, will become the contract.
- 10.2 The contract, in its incorporated composite form, represents the entire agreement between the Contractor and University and supersedes all prior negotiations, representations, understandings or agreements, either written or oral.
- 10.3 From the date of release of this solicitation until Intent to Award Letter is issued, all contact and requests for information shall be directed to the RFP lead, only. Regarding this solicitation, all contact with other personnel employed by or under contract with the University is restricted. During the same period, no prospective vendor shall approach personnel employed by, or under contract to the University, on any other related matters. An exception to this restriction will be made for vendors who, in the normal course of work under a current and valid contract with the University, may need to discuss legitimate business matters concerning their work with the contracting department. Violation of these conditions may be considered sufficient cause by the University to reject a vendor's bid or proposal, irrespective of any other consideration.



APPENDIX A

Scope of Work

*(The contractor's proposal will be included in the contract as Appendix A – Scope of Work)*

**ATTACHMENT 1  
OFFEROR QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. THIS FORM AND THIS FORM ONLY IS TO BE USED.
2. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
3. Questions must be received on time or will be rejected and not considered.
4. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
5. Do not enter text in column 5 (Answers). This is for the University's use only.
6. Once completed, this form is to be emailed per the instructions in the RFP. The email subject line is to state the RFP number followed by "Questions."

CONSENT AGENDA  
JUNE 18, 2015

ATTACHMENT 1

**Title of RFP, RFP# MC15-080**

Questions are due by 5:00 PM MT, per the date listed in 1. Administrative Information.

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
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20				
21				
22				
23				

ATTACHMENT 2  
REFERENCES

**INSTRUCTIONS TO THE OFFEROR:**

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Offerors must provide five (5) written professional references from individuals, companies, or agencies with knowledge of the offeror's experience that is similar in nature to the products or services being requested by this RFP, and are in within the last three (3) years from the date this RFP was posted on the University website.

References not received prior to RFP closing date and time will receive a score of "0" for that reference. References outside the three (3) years, and references determined to be not of a similar nature to the products or services requested by this RFP will also receive no (zero) points. **Determination of similarity will be made by using the information provided by the reference in Section II General Information and any additional information provided by the reference.**

If more than three (3) references are received, the first three (3) fully completed references received will be used for evaluation purposes.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "OFFEROR NAME" line.
2. Send the "Reference's Response To" document to your references to complete.

**NOTE:** It is the offerors responsibility to follow up with their references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead twenty-four (24) hours prior to the RFP closing date to verify receipt of references.

REFERENCE'S RESPONSE TO:  
RFP Number: MC15-080  
Air Charter Boise State University Football

REFERENCE NAME (Company/Organization): \_\_\_\_\_

OFFEROR (Vendor) NAME (Company/Organization): \_\_\_\_\_ has submitted a proposal to Boise State University to provide the following services: Air Charter Services We've chosen you as one of our references.

**INSTRUCTIONS**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
RFP Lead: Mike Carr  
E-mail: mikecarr@boisestate.edu  
Fax: 208-426-1152
5. This completed document **MUST** be received by 5:00 p.m. (Mountain Time) on February 17, 2015. Reference documents received after this time will not be considered. **References received without a signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the University may contact references by phone for further clarification if necessary.

**Section I. RATING**

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Using the Rating Scale provided below, rate the following nine (9) items by circling the appropriate number for each item:

<b>Rating Scale</b>	
<b>Category</b>	<b>Score</b>
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following nine items:

1. **Rate the overall quality of the vendor’s services:**

10   9   8   7   6   5   4   3   2   1   0

2. **Rate the response time of this vendor:**

10   9   8   7   6   5   4   3   2   1   0

3. **Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. (This pertains to delays under the control of the vendor):**

10   9   8   7   6   5   4   3   2   1   0

4. **Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:**

10   9   8   7   6   5   4   3   2   1   0

5. **Rate the knowledge of the vendor’s assigned staff and their ability to accomplish duties as contracted:**

10   9   8   7   6   5   4   3   2   1   0

6. **Rate the accuracy and timeliness of the vendor’s billing and/or invoices:**

10   9   8   7   6   5   4   3   2   1   0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

**Section II. GENERAL INFORMATION**

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1. Please include a brief description of the Air Charter services provided by this vendor for your business:

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2. During what time period did the vendor provide these services for your business?

Month:\_\_\_\_\_ Year:\_\_\_\_\_ to Month:\_\_\_\_\_ Year:\_\_\_\_\_

**Section III. ACKNOWLEDGEMENT**

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

ATTACHMENT 3  
DEFINITIONS

*Solicitation*    *This document and any subsequent addendum*  
*Offeror*        *Any company responding to this Request for Proposal*  
*RFP*             *Request for Proposal*  
*University*     *Boise State University*



**EXHIBIT 1 - BIDDING SCHEDULE**  
**THIS PROPOSAL SCHEDULE MUST BE RETURNED WITH SIGNED PROPOSAL PACKAGE.**

1. Brigham Young University **Aircraft Seating 143 Passengers**  
September 12

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_ Return Flight: \_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Approximate Flight Time: \_\_\_\_\_ **Aircraft seating 160 passengers**

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_ Return Flight: \_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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2. Colorado State **Aircraft Seating 143 Passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Approximate Flight Time: \_\_\_\_\_ **Aircraft seating 160 passengers**

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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**3. San Jose State**

**Aircraft seating 143 Passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

\_\_\_\_\_ Approximate Flight Time: \_\_\_\_\_ **Aircraft seating 160 passengers**

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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4. University of Nevada Las Vegas                      **Aircraft Seating 143 Passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Approximate Flight Time: \_\_\_\_\_                      **Aircraft seating 160 passengers**

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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5. Utah State    **Aircraft Seating 143 Passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$ \_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Approximate Flight Time: \_\_\_\_\_ **Aircraft seating 160 passengers**

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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6. VIRGINIA **Aircraft Seating 180 Plus passengers**

Approximate Flight Time: \_\_\_\_\_ Airport \_\_\_\_\_

Roundtrip price: \$\_\_\_\_\_ Type of Aircraft: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

Total flight hours (including deadheads): Outgoing flight: \_\_\_\_\_ Return Flight: \_\_\_\_\_

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Sponsorship Offer

Item	Location	Discount Amount
01	Brigham Young University	\$ _____
02	Colorado State	\$ _____
03	San Jose State	\$ _____
04	University of Nevada Las Vegas	\$ _____
05	Utah State	\$ _____
06	Virginia	\$ _____
07	Optional Sponsorship Offer (Discount or Flight Credit)	\$ _____
	Total Cost of all listed Flights.	\$ _____
	Total Cost of all Flights (Less the discount or contribution for exclusive Sponsorship rights.)	\$ _____

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7. Bowl Game

Bowl game location and date will not be known until late in the season. Bowl games will fall between December 15, 2015 and January 7, 2016. It is anticipated that we will have a minimum of two weeks' notice prior to the game. Specify aircraft and seating capacity. For minimum capacities see section 5.3.1

Type of Aircraft: \_\_\_\_\_ Seating Capacity: \_\_\_\_\_ Leg room: \_\_\_\_\_

Carrier: \_\_\_\_\_ Fuel gallons burned per flight hour: \_\_\_\_\_

**EXHIBIT 2 – EQUIPMENT LIST**

Equipment	Quantity	Unit Weight	Total Weight
Carry on / personal items	70	5	350
Player Equipment Bags (Outbound Only)	70	10	700
Player Travel Bags	70	15	1050
Trainer Bags	3	150	450
Laundry (Return Only)	1	150	150
Player Helmets (Outbound Only)	70	5	350
Carry on Personal Items	84	8	672
<b>Total</b>	<b>368</b>		<b>3722</b>

**EXHIBIT 3  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –  
PRIMARY COVERED TRANSACTIONS.**

1. The prospective Contractor certifies that, to the best of its knowledge and belief, it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud performing a public (Federal, State, or Local) transaction or contract under a public transaction: violation, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1.)(B.) of this certification; and
  - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, state, or Local) terminated for cause or default.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Proposal Identification \_\_\_\_\_

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

Name & Title: \_\_\_\_\_

Company name: \_\_\_\_\_

**EXHIBIT 4– Sponsorship Proposal for Official Airlines of the Broncos**

**2011 Boise State University Football Air Charter RFP# MC15-080**

The Contractor may provide a written copy of the proposed “Corporate Sponsorship Agreement.” & discount or contribution associated with the said agreement. **All proposals will be considered and graded according to what is deemed in the best interest of the University.**

The sponsorship agreement may include but is not limited to the designation right of “**Official Airlines of the Boise State Broncos**”. Stadium advertising, video promotions, Publications/websites, tickets, media/television, media radio, promotional benefits, annual cash payment sponsorship fees, travel banks, credit accounts, signage, hospitality, in-market promotions, trade accounts, discounts to higher educational institutions, signage installation etc.



EXHIBIT 5  
SOLICITATION INSTRUCTIONS TO VENDORS

- 1. AUTHORITY TO PURCHASE:** The University is authorized pursuant to Idaho Code Section 67-5728 to execute and administer Contracts for the procurement of goods and services for the University in accordance with the University's established policies and procedures. Pursuant to Idaho Code Section 67-5725, all agreements made in violation of the applicable purchasing statutes or rules, including the University's purchasing policies, shall be void and any sum of money advanced by the University shall be repaid.
- 2. E-PURCHASING:** The University may utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent email notifications of acquisition opportunities on those Solicitations electronically posted.
- 3. ELECTRONIC SIGNATURES:** IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the University when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the University's purchasing process as a manually-affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signature, if the submitting Vendor is using IPRO.
- 4. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716.
- A. Agency - All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.
- B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.
- C. Bidder – A Vendor who has submitted a Bid.
- D. Contract - Contract means any University-written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.
- E. Contractor - A Vendor who has been awarded a Contract.
- F. Invitation to Bid – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.
- G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the University.
- H. Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.
- I. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.
- J. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.
- K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.
- L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.
- M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.
- N. State – The State of Idaho including each Agency unless the context implies other state(s) of the United States.
- O. University – Boise State University.

P. Vendor – A person or entity capable of supplying Property to the University.

**5. AWARD METHOD:** Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(12) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the University, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions). **(Administrative fee does not apply to this Request for Proposal)**

**7. DETERMINATION OF RESPONSIBILITY:** The University reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

**8. SOLICITATION AMENDMENTS:** It will be the Vendors' responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation on the University website found at <http://vpfa.boisestate.edu/purchasing/purchasing-bid-opportunities>. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

**9. NOTICE OF EFFECTIVENESS:** No Contract is effective until the authorized University purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the University purchasing official and the Contract has become effective. Furthermore, the University is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized University purchasing official and the arrival of the effective date of the Contract.

**10. ECONOMY OF PREPARATION:** If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the University's requirements.

**11. SPECIFICATIONS:** Specifications describe the Property the University wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The University is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

**12. LAWS:** The laws governing the University's purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744, available on the Internet at [http://purchasing.idaho.gov/rules\\_and\\_policies.html](http://purchasing.idaho.gov/rules_and_policies.html). It is the Vendor's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the University will not be responsible for any failure by any Vendor to meet applicable requirements.

**13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES:** Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

**14. ADMINISTRATIVE APPEALS:** The procedure applicable to administrative appeals is set forth at <http://vpfa.boisestate.edu/process/procurement/purchasingappealsprocess.pdf>.

**15. SUBMISSION FORMS:**

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the University's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink by an authorized agent of the submitting Vendor and returned with the submission package. Manually-submitted Bids or Proposals submitted without the signature page shall be found non-responsive and will not be considered. An incomplete, unsigned, or modified signature page will be cause for a finding of non-responsiveness. The signature page must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned as part of the submitting Vendor's Bid or Proposal. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed **IN INK** by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, email, or regular mail.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or

2. If Vendor is a natural person eighteen (18) years of age or older,

a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

#### 16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an original authorized signature must be submitted in a sealed envelope or package. **(Do not respond to more than one Solicitation in the same envelope!)** A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the University, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.** No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped **prior to the closing time.**

B. Bid Submissions – Electronic – For Bids, Proposals or Quotations submitted by means other than manual methods, submitting Vendors using IPRO must complete all steps in the submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor's responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is the prevailing local time as evidenced by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO's time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors should be advised the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE DECLARED REJECTED AS NON-RESPONSIVE AND RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

#### 17. TABULATION INFORMATION:

Manual/Electronic Opening – Electronic and manually-distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually-submitted Solicitations at the place, date, and time specified in the Solicitation. At that time, for Bids, the names of Bidders and Bid amounts will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Persons may request tabulation information when it becomes available. Depending upon the complexity of the Solicitation, tabulations may take as long as thirty (30) calendar days. No tabulation information will be given over the phone.

**18. TERMS AND CONDITIONS OF ENSUING CONTRACT:** Any ensuing Contract will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this Solicitation and any ensuing Contract. If additional or supplemental terms

and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that *the State of Idaho Standard Contract Terms and Conditions* and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Quote, Bid or Proposal may be deemed non-responsive. **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE UNIVERSITY'S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.**

**19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:**

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed in ink by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as **NOT** to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or change a previously submitted Solicitation response at any time prior to the closing by submitting another Solicitation response. Each additional response or submission has the effect of canceling the previous response and replacing it with the submitting Vendor's most current Solicitation response.

**20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:**

A. Prior to the issuance of a Contract, the University shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the University; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the University (minor deviations, as determined by the University, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the University shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the University.

**21. BURDEN OF PROOF:** It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the University to determine whether or not the property offered conforms to the specifications.

**22. ALTERNATE BIDS:** Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

**23. DISCOUNTS:** Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

**24. UNIT PRICES GOVERN:** Unit prices shall govern. **IMPORTANT:** Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

**25. FIRM PRICES:** The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

**26. ORAL INFORMATION:** Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the

period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the University will be subject to rejection. The University will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has providing information in writing. Reliance on any oral representation is at the Vendor's sole risk.

**27. GOVERNMENTAL USE ONLY:** Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the University will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

**28. PUBLIC RECORDS:**

A. The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the State of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the University's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED**. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED**. Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The University, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The University will provide this redacted Bid, Proposal or Quotation to requestors under Idaho Code Sections 355 et seq. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."

2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the University to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

C. Vendor shall indemnify and defend the University and State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

**29. LENGTH OF CONTRACT:** Pursuant to Idaho Code Section 67-5717(9), the University may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

**30. LEASE-PURCHASE OPTIONS:** Idaho Code Section 67-5721 reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised." (**NOTE:** This provision is **NOT** applicable to time purchase or installment-purchase Contracts).

**SIGNATURE PAGE**

**THIS SHEET MUST BE FILLED OUT, SIGNED AND RETURNED WITH RESPONSE.**

THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS BID IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR BID AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY'S SOLICITATION.

SUBMISSION OF A BID TO BOISE STATE UNIVERSITY CONSTITUTES AND SHALL BE DEEMED AN OFFER TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE BID AND UNDER THE STATE OF IDAHO'S TERMS AND CONDITIONS.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE VENDOR AND THE BID IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

**Return with completed bid:**

**Please complete the following information:**

VENDOR (Company Name) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TOLL-FREE # \_\_\_\_\_ PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_ EMAIL \_\_\_\_\_

FEDERAL TAX ID / SSN # \_\_\_\_\_

**SIGNATURE PAGE MUST BE SIGNED & RETURNED FOR RESPONSE TO BE CONSIDERED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please type or print name

\_\_\_\_\_  
Title

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March 9, 2015

To whom this may concern,

Please see the attached Request for Proposal for Boise State University.

RFP #MC 15-080.

I have also attached a charter agreement that covers all of Sun Country's

General terms.

Shelly Garcia

A handwritten signature in blue ink that reads "Shelly Garcia".

Manager of Charter Sales  
Sun Country Airlines  
1300 Mendota Heights Road, Mendota Heights  
MN, 55120  
651-681-3922

1300 Mendota Heights Road, Mendota Heights, MN 55120  
Corporate Headquarters 651.681.3900 Reservations 800.359.6789 Fax 651.681.3901



# BOISE STATE UNIVERSITY

REQUEST FOR PROPOSAL

RFP #MC15-080

## Air Charter Boise State University Football

Issue Date February 3, 2015

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1. RFP Administrative Information

RFP Title: Air Charter

RFP Project Description: It is the intent of Boise State University to receive proposals from qualified Airlines to provide Air Charter Services to destinations as required for the Boise State University football team. The University will utilize the Boise, ID (BOI) airport for all departures and arrivals. **(Proposals from Airline Brokers will not be accepted).**

RFP Lead: Mike Carr  
Senior Buyer  
1910 University Drive  
mikecarr@boisestate.edu  
Phone: 208-426-1802  
Fax: 208-426-1152

Pre-Proposal Teleconference: Tuesday February 10, 2015 from 9:00 – 10:00 AM Mountain Time

Location: RSVP to RFP lead for location and contact information.

Deadline To Receive Questions: February 13, 2015, 5:00 Mountain Time

Anticipated Release of Answers to Questions: February 19, 2015

RFP Closing Date: March 11, 2015, 5:00 Mountain Time

RFP Opening Date: 10:30 a.m. Mountain Time the following work day after closing.

Validity of Proposal Bid proposals are to remain valid for ninety (90) calendar days after the scheduled RFP opening date. Proposals submitted with a validity period of less than this will be found nonresponsive and will not be considered.

Initial Term of Contract and Renewals: The initial term is for one year with up to 4 one year renewals by mutual agreement. Terms and conditions during any renewal year will remain the same as the original contract. At the time of renewal, if any, the contract costs may be renegotiated

- 1.1 A non-mandatory pre-proposal teleconference will be held at the location and time as indicated in Section 1, page 2 of this RFP. This will be your opportunity to ask questions of the University staff. All interested parties are invited to participate. **Those choosing to participate must pre-register via email with the RFP lead to receive meeting details.** This conference will be used to explain, clarify, or identify areas of concern in the RFP. Those asking questions during the pre-proposal conference will be asked to submit those questions to the University in writing by the designated "Deadline to Receive Questions" period as indicated in Section 1, page 2 of this RFP. For simplicity's sake, offerors are strongly encouraged to submit just one, final set of questions, after the pre-proposal conference but prior to the question deadline, rather than multiple sets of questions. Any oral answers given by the University during the pre-proposal conference are to be considered unofficial. Phone lines are limited so calling from conference lines is appreciated.
- 1.2 All questions must be submitted to the RFP Lead by the date and time noted above. Questions must be submitted using Attachment 1 via email to the RFP Lead at the address listed above. Official answers to all questions will be posted on the University's website as an amendment as indicated in Section 1, page 2 of this RFP.

**Questions regarding the State of Idaho Standard Contract Terms and Conditions found at <http://adm.idaho.gov/purchasing/purchasingrules.html> and incorporated in this RFP by reference and the Solicitation Instructions to Vendors (Exhibit 5) must be submitted by the deadline to receive questions from the offeror, stated on Section 1, page 2 of the RFP. Note: Section 5 – Administrative Fees DOES NOT apply to this RFP. Questions, objections or proposed modifications to the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors must be proposed in writing during the question period in the format and manner provided in this section.**

**Questions submitted regarding these requirements must contain the following for the University's consideration:**

- 1.2.1 The term or condition in question;
- 1.2.2 The rationale for the specific requirement being unacceptable to the offeror (define the deficiency);
- 1.2.3 Recommended verbiage for the University's consideration that is consistent in content, context, and form with the University's requirement that is being questioned; and
- 1.2.4 Explanation of how the University's acceptance of the recommended verbiage is fair and equitable to both the University and the offeror.

Proposals received that qualify the offer based upon the University accepting other terms and conditions **not found in the RFP or which take exception to the University's terms and conditions** may be found non-responsive, and no further consideration of the proposal will be given.

- 1.3 Proposal opening will be held at the location and time as indicated in Section 1, page 2 of this RFP. All offerors, authorized representatives and the general public are invited, at their own expense, to be present at the opening of the proposals. During the proposal opening only the names of the vendors will be provided.

## 2. (M) INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

- 2.1. Any qualified vendor may submit a proposal. All vendors are qualified unless disqualified. Those offerors presently on the General Service Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" may be disqualified. Vendor information is available on the Internet at: <https://www.sam.gov/index.html>
- 2.2. Proposals must demonstrate that offerors have the ability to complete the described functions of this RFP.
- 2.3. In order to be considered for award, the sealed proposal must be delivered to the place specified, no later than the date and time specified in Section 1 of the RFP.  
A proposal received at the office designated in this RFP after the RFP closing date and time will not be accepted. No late proposals will be accepted.
- 2.4. The proposal must be submitted with the University-supplied signature pages which must contain an **ORIGINAL HANDWRITTEN** signature executed in **BLUE INK** and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**.
  - 2.4.1 The proposals must be addressed to the RFP Lead and clearly marked "CONTRACT PROPOSAL – RFP - MC15-080 Air Charter.
  - 2.4.2 Each proposal must be submitted with one (1) original and three (3) copies of the Business and Scope of Work Proposal and one (1) original and one (1) copy of the Cost Proposal and Billing Procedures.
  - 2.4.3 In addition, offerors must submit one (1) electronic copy of the proposal on CD or USB device. Word or Excel format is required. The only exception will be for financials or brochures. The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way. Please attach the CD or USB device to the original version of the Business and Scope of Work Proposal.
  - 2.4.4 Submit one (1) electronic, redacted copy of the Business and Scope of Work Proposal, on CD or USB device, with all trade secret information removed or blacked out, as described in Paragraph 32, "Public Records," State of Idaho's SOLICITATION INSTRUCTIONS TO VENDORS. The electronic file name should contain the word "redacted." This is the copy of the offeror's proposal which will be released under Idaho's Public Record Law, if the proposal is requested. The redacted copy of the Business and Scope of Work Proposal must be an exact copy of the Business and Scope of Work Proposal regarding trade secret information. The original proposal and redacted proposal may be submitted on the same CD or USB device.

2.4.5 The proposal must be separated into two (2) distinct sections: Business and Scope of Work Proposal, and Cost Proposal.

2.4.6 The Business and Scope of Work Proposal must be sealed, identified "Business and Scope of Work Portion of Proposal – RFP #MC15-080 Air Charter and include a cover letter (see section 4.3)

2.4.7. The Cost Proposal must be sealed, identified "Cost Portion of Proposal – RFP # MC15-080 Air Charter

2.5 (M) INSURANCE

2.5.1 The Contractor will carry an insurance policy with minimum CSL liability (Bodily Injury & Property Damage) limits of \$300 million dollars per occurrence with Boise State University and the State of Idaho to be named as additional insured's on the contractor's Aircraft liability policy. The insurance company providing the insurance certificate must have an insurance company rating of A- or higher by either A.M. Best or Standard and Poor's rating bureaus.

2.5.2 All insurers shall have an "AM Best" rating (or equivalent) of A- or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

2.5.3 Certificate Holder and Additional Insured shall read:  
State of Idaho and Boise State University  
Attn: Risk Management  
1910 University Drive  
Boise, ID 83725

The University reserves the right to have the original insurance certificates provided upon request. If the original document is requested, a contract will not be signed until it is received.

- 2.6. No verbal proposals or verbal modifications will be considered. An offeror may modify its proposal in writing prior to the RFP closing time. A written modification must include the date and signature of the offeror or its authorized representative.
- 2.7. All costs incurred in the preparation and submission of a proposal in response to this RFP, including, but not limited to, offeror's travel expenses to attend the pre-proposal conference, proposal opening and presentation or negotiation sessions, must be the sole responsibility of offerors and will not be reimbursed by the University.
- 2.8. An appeal by a vendor of a bid specification, a non-responsiveness determination, or the award of a bid is governed by the Boise State University Purchasing Appeals Process, and must be filed in accordance with that process, which can be found on the Internet at <http://vpfa.boisestate.edu/purchasing/purchasing-procedures/>

- 2.9. The offeror must complete the attached Signature Page provided with the RFP, and submit with its proposal.

### **3. TERMS OF PROCUREMENT PROCESS**

- 3.1. To be considered responsive, offerors should adhere to all requirements of this RFP. The determination of whether a proposal is responsive is a determination made solely by the University. The University reserves the right to waive any nonmaterial variation that does not violate the overall purpose of the RFP, frustrate the competitive bidding process, or afford any offeror an advantage not otherwise available to all offerors.
- 3.2. Proposals should be submitted on the most favorable terms from both a price and technical standpoint which offerors can propose. The University reserves the right to accept any part of a proposal, or reject all or any part of any proposal received, without financial obligation, if the University determines it to be in the best interest of the University to do so.
- 3.3. All data provided by the University in relation to this RFP represents the best and most accurate information available at the time of RFP preparation. Should any data later be discovered to be inaccurate, such inaccuracy will not constitute a basis for contract rejection by an offeror or contract amendment.
- 3.4. All proposal material submitted becomes the property of the University and will not be returned to offeror. Proposals and supporting documentation may be available for public inspection upon written request following the announcement of a contract award, except for information specifically labeled on each separate page as a "trade secret" or other exemption from disclosure under the Idaho Public Records Act, Section 9-340D(1), Idaho Code.
- 3.5. The proposal submitted by the successful offeror will be incorporated into and become part of the resulting contract. The University will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.
- 3.6. This Agreement is subject to approval by the Idaho State Board of Education and if such approval is not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

### **4. PROPOSAL FORMAT**

- 4.1. These instructions describe the format to be used when submitting a proposal. Sections of the format may be listed with an Evaluated Requirement (definition below). Evaluation points may be deducted from the offeror's possible score if the following format is not followed. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals. The proposal of the successful offeror will be appended to and incorporated into the RFP and the resulting contract or agreement, including the State's Standard Terms and Conditions [http://purchasing.idaho.gov/pdf/terms/standard\\_terms\\_and\\_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf). All terms should be reviewed carefully by each prospective offeror as the successful offeror is expected to comply with those terms and conditions, and may be found in breach of contract if terms conflict.
- 4.2. EVALUATION CODE - The codes and their meanings are as follows:
- 4.2.1 **(M)** Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement may render offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory specification with a statement outlining its understanding and how it will comply.
- 4.2.2 **(ME)** Mandatory and Evaluated Specification - failure to comply may render offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory and evaluated specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.
- 4.2.3 **(E)** Evaluated Specification - a response is desired. If not available, respond with "Not Available" or other response that identifies offeror's ability or inability to supply the item or service. Failure to respond will result in zero (no) points awarded for this item.
- 4.3. **(M)** COVER LETTER - The Business and Scope of Work Proposal must include a cover letter on official letterhead of the offeror, the offeror's name, mailing address, telephone number, facsimile number, and name of offeror's authorized agent including an email address. The cover letter must identify the RFP Title, bid number and all materials and enclosures being forwarded collectively as the response to this RFP. The cover letter must be signed, in ink, by an individual authorized to commit the offeror to the work proposed. In addition, the cover letter must include:
- 4.3.1 Identification of the offeror's corporate or other legal entity. Offerors must include their tax identification number. The offeror must be a legal entity with the legal right to contract.
- 4.3.2 A statement indicating the offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions [http://purchasing.idaho.gov/pdf/terms/standard\\_terms\\_and\\_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf),
- 4.3.3 A statement of the offeror's compliance with affirmative action and equal employment regulations.



4.3.4 A statement that the proposal was arrived at independently by the offeror without collusion, consultation, communication, or agreement with any other offeror as to any matter concerning pricing.

4.3.5 A statement that offeror has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The offeror must affirm its understanding and agreement that for breach or violation of this term, the University has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

4.3.6 A statement naming the firms and/or staff responsible for writing the proposal.

4.3.7 A statement that offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

4.3.8 A statement affirming the proposal will be firm and binding for ninety (90) days from the proposal opening date.

- 4.4. **(M) AMENDMENT CONFIRMATION** - If the RFP is amended, the offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.
- 4.5 Identify each page of the proposal that contains a "trade secret" per Section 3.4 above. Only those pages identified as "trade secret" or other exemption from disclosure will be exempt from disclosure if the proposal is requested pursuant to the Idaho Public Records Act. All other pages of the proposal will be released without review.

**NOTE: If a proposal is marked as "trade secret" in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.**

- 4.6. **TABLE OF CONTENTS** - Include in the Business and Scope of Work Proposal a table of contents; adequately identify the contents of each section, including page numbers of major subsections. The Table of Contents is not evaluated, and is for reference purposes only.
- 4.7. **EXECUTIVE SUMMARY** - Include in the Business and Scope of Work Proposal an executive summary, which provides a condensed overview of the contents of the Business and Scope of Work Proposal submitted by the offeror, which shows an understanding of the services to be performed. The Executive Summary is not evaluated, and is for summary purposes only.
- 4.8. **BUSINESS INFORMATION**

4.8.1 (E) Experience: Provide background and history of your company. Describe your company's experience in providing collegiate football air charter and sponsorship agreement service.

4.8.2 (E) Required information provided as part of your proposal will be evaluated by University.

4.8.2.1 Boise State University hereby requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of contact information of five (5) Division 1 Universities your firm has provided Air Charter and Sponsorship service within the past three years. (All referenced Universities must be located west of the Mississippi river. Failure to receive appropriate references on or before the opening date will result in zero points being awarded for this section. References from the SEC, ACC, Big Ten, Big 12, PAC 12 and Mountain West conferences are preferred.

4.8.2.2 Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

4.8.2.3 Offerors must follow the instructions in Attachment 2 to obtain those references.

4.8.2.4 For any reference not received by RFP closing date and time, or is outside the three (3) years, the offeror will receive no (zero) points for that particular reference. For any reference determined to be not of a similar nature to the products or services requested by this RFP, the offeror will also receive no (zero) points for that particular reference. Offerors may email the RFP Lead prior to the reference submittal deadline to verify receipt of references.

## 5. SCOPE OF WORK

Use this proposal outline as part of your response to the RFP, and identify it as Appendix A – Scope of Work. Keep in mind, the evaluators will be evaluating on the methodologies proposed and the completeness of the response to each of the services listed below.

5.1 (M) GENERAL REQUIREMENTS – The requirements listed below must be adhered to by the successful offeror at all times during the life of the contract. The offeror must provide written acknowledgement they agree with and will adhere to these requirements.

5.1.1 University Marks - Boise State University's registered trademarks, as well as other names, seals, logos, college colors and other indicia ("University Marks") that are representative of the University may be used solely with permission of Boise State University. Notwithstanding the foregoing, the University logo may be used in the RFP response for illustrative purposes only. No use may be made of University Marks in any document which implies any association with or endorsement of the services of the bidding company or any other third party.

Where indicated, for each of the following, the proposal should address methodologies to be used, pertinent time lines, personnel and other pertinent information in order to implement the Scope of Work successfully to achieve full compliance with all tasks and deliverables. Offerors must identify any information or resources needed from the University in order to perform any of the work.

**5.2 (M) DATES, TIMES, AND DESTINATION**

5.2.2 Proposal Schedule - see Exhibit 1

5.2.3 All game dates and times are tentative. The University reserves the right to change dates and/or times. A typical season includes 6 charter flights. A finalized schedule will be sent to the successful Contractor 90 days prior to each flight for regular season games. Changes outside the control of Boise State University shall be communicated to Vendor as soon as possible. It is the expectation of Boise State University that the football team will be invited to a post season bowl game. As part of the resulting contract we would like the option of extending this agreement to include a domestic bowl in addition to the regular season at the same rate as the regular season. Notification of participation will typically allow a minimum of two weeks' notice from the time of invitation to actual departure from Boise, Idaho.

**5.3. (M) TRAVEL ARRANGEMENTS**

5.3.1 Passenger jet aircraft seating either 143 or 160 passengers from airlines, with hubs west of the Mississippi river. Two bids are required for flights to the western United States. For the Virginia trip the bid is requested for complying aircraft that seat a minimum of 180 passengers. 89 players & coaches @ 210 lbs. each; other passengers: 185 lbs. each; plus carryon baggage. In recognition that aircraft required for the Virginia trip is not common in regional air lines this trip will be evaluated separately. Inability to provide nonstop transportation to Virginia will not preclude an award for destinations located in the western United States. For a post season bowl game the University will require transportation for an estimated 250 travelers, including players, coaches and invited guests. If two aircraft are offered the team aircraft must have a minimum capacity of 143 passengers.

5.3.2 Departure time for each flight is determined as soon as possible after the official schedule is published. Requests by Boise State University to adjust departure times may occur especially if the host school changes stadium availability for practice on arrival day, television schedule changes, or other similar changes occurs that affect the trip schedule.

5.3.3 Equipment will consist of personal equipment carried with the team – see Exhibit 2 for a detailed listing.

5.3.4 Only passengers approved by University will be on any flight chartered by University. University reserves the right to fill all available seats.

5.3.5 Each game will be approximately three hours long. Typically, the team will depart from the stadium approximately 1 hour after completion of the game and will go directly to the airport for departure. The aircraft and crew shall be available to load passengers four hours after game start time with departure immediately after loading has been

completed For games in the eastern time zone, rest overnight or early arrival aircraft are preferred.

5.4 (M) CONTRACT CONDITIONS

5.4.1 Performance of Work

5.4.1.1 The Contractor is responsible to maintain and supply all equipment, aircraft, engine reserve, fuel, and other supplies required for the service to be performed in this contract (including the Sponsorship Agreement). Subcontracting of service is not allowed. If the plane is not available and ready for take-off within the contracted time-frame, the Contractor will be responsible to feed and house the traveling party until such flight is ready, in addition to Contractor's other obligations as set forth in this contract. This requirement extends to FBO or other non-main terminal locations and/or sub-contracted gates.

5.4.1.2 In the case of additional ground time and/or delays due to mechanical difficulties, or other reasons attributable to the Contractor, the Contractor shall compensate the University for such delay(s). Compensation would include, but not be limited to the following: 1-hour delay sports drinks and bars, preferably PowerAde and Powerbars for each traveler; 1.5 to 2 hour delay –a meal for each traveler, lounge accommodations for all travelers. If a flight is delayed for more than 2 hours, for any reason attributable to the Contractor, the Contractor shall refund to the University any actual costs incurred due to such delay, including but not limited to meals, lodging, and local transportation.

5.4.1.3 Contractor shall provide current on time records for scheduled commercial flights and charters.

5.4.1.4 All flights are to be non-stop from Boise to each destination and return.

5.4.2 Cancellation or Delayed Operation

5.4.2.1 Weather-related Cancellations: The Contractor shall discuss actual and anticipated weather conditions with the University. Where possible, such discussions shall occur sufficiently in advance of the flight to permit the University to decide whether to proceed with or cancel the flight. Final decision whether to proceed with or to cancel a flight for weather-related reasons shall always rest with the Contractor, which shall provide verification and substantiation of the reason(s) for flight cancellation if the University so requests and in writing if the University so requests. If a flight is canceled for weather-related reasons, the Contractor shall refund all fees and costs paid by the University for the flight and all associated matters. Upon University request, the Contractor shall make every effort to provide alternative flight options in the event that the scheduled flight is significantly delayed or cancelled due to weather.

5.4.2.2 Cancellation for Mechanical and Other Reasons: If a flight is canceled in whole or in part due to mechanical reasons, flight crew availability, or if a flight is canceled in whole or part for other reasons within the Contractor's control, the Contractor shall be obligated to provide a substantially equivalent replacement aircraft. If Contractor fails to provide such an aircraft, it shall refund all fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damages incurred by the

University. The Contractor acknowledges that said damages may include, but are not limited to, lodging, meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays.

5.4.2.3 Cancellation by the University: The University may cancel any and all flights, for reasons beyond the University's control, such as but not limited to game cancellation due to adverse weather. The University shall make every effort to provide 24-hour advance notice of any such cancellation(s). Upon such cancellation, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

5.4.2.4 Delay or Change by the University: The University may delay or change any and all flights, for reasons beyond the University's control, such as but not limited to game date change and/or cancellation by the opposing team, network television scheduling related changes, field availability, etc. The University shall provide notice to the Contractor as soon as possible. If the Contractor is not able to accommodate the delay or change, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

5.4.3 GROUND TIME

The costs incurred for all ground time delays due to any reason not within the control of the University shall be borne by the Contractor. For ground time delays attributed to the University, the first two hours shall be at no charge to the University.

5.4.4 UNIVERSITY'S COMPLIANCE OBLIGATIONS

The Contractor will advise the University, in writing, of all laws, rules, and regulations with which the University must comply in performing this contract, including but not limited to all laws, rules, and regulations pertaining to the chartering of aircraft, sufficiently in advance of the time for compliance by the University that the University may meet its compliance obligations. The Contractor will consult with and reasonably assist the University in complying with said laws, rules, and regulations.

5.4.5 NON-PERFORMANCE

If the Contractor breaches the contract in whole or in part and/or fails to comply with the requirements and specifications set forth in the contract, it shall refund all fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damages, incurred by the University. The Contractor acknowledges that said damages may include, but are not limited to, lodging and meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays and other significant consequences.

6. MANDATORY REQUIREMENTS

Note: All of Section 6 will be pass/fail, any proposal receiving a "fail" will not be considered further.

- 6.1 Carrier must provide signed Certificate of Debarment with bid response.(Exhibit 3)  
Offeror must also provide signed Signature Page with bid response.
- 6.2 Identify any deposit and prepayment requirements.
- 6.3 The Contractor will provide name, address, phone, contact information, and account number of their DOT approved escrow account. Boise State University will only issue payment to a DOT approved escrow account.
- 6.4 Contractor shall provide their standard contract form(s) with their proposal, including the Sponsorship Agreement.
- 6.5 CONTRACTOR REQUIREMENTS
  - 6.5.1 Aircraft must meet or exceed all Federal Aviation Administration (FAA) Regulations, Standards and Requirements for Safe Air Transportation Services.
  - 6.5.2 Aircraft shall be all-weather capable.
  - 6.5.3 The Contractor shall be capable of flying in all climate conditions and under instrument flight rules when necessary.
  - 6.5.4 The pilot and co-pilot must be fully capable to operate the plane, and must be fully licensed to operate in the pilot and co-pilot capacity, respectively. Both the pilot and co-pilot shall have sufficient flight hours necessary to pilot the aircraft per the schedule on Exhibit 1.
  - 6.5.5 The Contractor shall meet all applicable requirements concerning FAA Part 121, and shall be FAA Part 121 certified for any and all flights. The Contractor shall include a copy of their FAA Part 121 certificate in the bid response. Contractor shall insure that all required crew rest requirements are met prior to the scheduled departure time.
  - 6.5.6 In addition to the foregoing, the Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations pertaining to the ownership and operation of the aircraft, including but not limited to compliance with all applicable regulations promulgated by the Federal Aviation Administration and/or the Department of Transportation.
  - 6.5.7 Without limiting the foregoing, Contractor's duties and responsibilities shall include the following:
    - 6.5.7.1 The sole and absolute responsibility for the furnishing of qualified crews and flight attendants for each flight; including an airline representative Charter Coordinator on each flight.
    - 6.5.7.2 The maintenance of the aircraft in accordance with all applicable regulations for all pre-flight, flight, and post-flight operations, including but not limited to the performance of every act, duty, and responsibility required by law or regulation of any regulatory authority having jurisdiction over the operation of each flight and the aircraft;

6.5.7.3 The aircraft security while the aircraft is on the ground;

6.5.7.4 Pre-flight check-in procedures for both passengers and baggage;

6.5.7.5 Air terminal security as may be required by law; sufficient equipment & numbers of screeners should be available to insure that the screening process does not exceed 20-30 minutes for the entire party.

6.5.7.6 Ingress and egress of the passengers to and from the aircraft; Provisions should be made for alternative locations for passengers in the event of foul weather if sufficient FBO accommodations do not exist plane side.

6.5.7.7 Any other duties and responsibilities required of an owner/operator of an aircraft by any Federal, State, or local law or any regulation of any said governmental agency for the services described in this contract.

**The Certificate of Insurance will be furnished to the University's Purchasing Department before contracts will be signed.**

6.6 MEALS AND BEVERAGE SERVICE

6.6.1 Meals: Meals shall generally consist of an ample supply of Power Bars (average of double the seating capacity) both outbound and return flights.

6.6.2 Beverages: Beverages shall include ample supplies of 20 oz. water and 20 oz. sports drinks, preferably PowerAde, for all passengers (average of double the seating capacity; more on longer flights). Coffee and soda will be available for coaches and staff.

6.6.3 No alcohol is allowed on any flight chartered by Boise State University.

6.6.4 Additionally, water and sports drinks, preferably PowerAde, shall be available at the Gate on departure from Boise airport (BOI) and at the base of the flight stairs on the return flight.

6.6.5 Optional Meals: University, at its sole discretion, may arrange to bring a catered meal on board from a third party vendor. It is the intention of the University to have catered meals delivered to the aircraft for the return flight from Virginia. These meals will be served mid-flight. It is expected that the aircraft will have provisions to keep meals warm or cool as required.

7. **EVALUATED REQUIREMENTS**

Required information provided as part of your proposal will be evaluated by a committee composed of University personnel.

7.1 AIRCRAFT

7.1.1 The university is interested in evaluating optional aircraft for all flights. Please provide charter costs for aircraft with seating capacity of 143 and 160. For east coast and Midwest flights please provide bids for aircraft seating a minimum of 180 passengers.

7.1.2 Aircraft with no first class or business class sections are preferred.

7.1.3 TV's or Wi-Fi in all seats is highly desired. If these options are available make special note in the RFP response. Include any additional cost for this service in the cost

response at a level of use in all seats

7.2 AIRPORTS

Identify airport and passenger handling location to be used for each flight segment listed in this Exhibit I. In Boise, please bid departures from an assigned gate in the main terminal and an FBO. Please bid both the main terminal and FBO for arrivals back into Boise. FBOs at the destination sites are preferred. Identify foul weather accommodations at all sites.

7.3 REFERENCES

**Required information provided as part of your proposal will be evaluated by University. Failure to provide this information may result in rejection of proposal.**

Boise State University hereby requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of contact information of five (5) Division 1 Universities your firm has provided Air Charter service for within the past three years. (All referenced Universities must be located west of the Mississippi). Failure to receive appropriate references on or before the opening date will result in zero points being awarded for this section. References from the SEC, ACC, Big Ten, Big 12, PAC 12 and Mountain West conferences are preferred.

Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

**8. (ME) COST PROPOSAL**

Pricing will be evaluated using a cost model that offers the University the best possible value over the initial term of the contract.

8.1 The offeror must include escrow account information with their completed bidding schedule (Exhibit 1). Upon signing this Agreement or ninety (90) days prior to the first flight segment of the Charter Flights, whichever is later, Charterer will deposit 20% of the Charter Flight Cost into contractor's escrow account described in bid response. At least seven (7) business days prior to the first flight segment of the Charter Flights, Charterer will deposit into contractor's escrow account the remaining amount of the Charter Flight Cost. The escrowed funds will be held in the escrow account until at least five (5) business days following the completion of a particular Charter Flight or segment of the Charter Flight(s), at which time the portion of funds applicable to the particular Charter Flight or segment of the Charter Flight(s) will be released to contractor. This release of the escrow funds to contractor will occur without further notification to, or approval by, the Charterer. If the Charterer wants to dispute the release of the escrowed funds to contractor, the Charterer must notify contractor in writing of any dispute within five (5) business days after completion of the particular Charter Flight or segment, including the amount of escrow funds in dispute. Contractor will maintain in its escrow account funds equal to the amount in dispute pending resolution of the dispute.

8.2 The offeror must provide a fully-burdened rate which must include, **but is not limited to**, all operating and personnel expenses, such as: overhead, salaries, profit, supplies, travel and quality improvement.



- 8.3 Contractor shall propose a cost for each flight and for all flights.
- 8.4 Boise State University reserves the right to make a cost comparison with commercial air and charter bus services, and based on available funding will determine which flights will ultimately be chartered from this proposal.
- 8.5 Proposal prices must be fully burdened to include all costs associated with the charter including but not limited to: meals; beverage service; ground handling; fuel; de-icing; landing fees; all airport fees; Federal, state and local taxes and Passenger Facility Charges (PFC); and Federal Excise Taxes (FET).
- 8.6 Separately identify fuel cost assumption per flight in Exhibit 1. Fuel cost assumption should be in dollars/gallon. If a fuel surcharge is a variable in the costs associated with these charters (documentation required to substantiate fuel surcharge), identify fuel usage quantity per flight hour, flight hours per flight (to include deadheads) and calculation for determining fuel surcharge or credit. Identify if fuel cost assumption is based on current fuel costs, or a projection of future fuel costs, and provide date of that projection. The cost of fuel will be normalized for all bids to allow for consistent pricing comparison.

CONTRACTORS ARE NOT ALLOWED TO DIRECT BILL EXPENSES OR TO RECEIVE ADVANCE PAYMENTS FOR SERVICES NOT RENDERED.

## 9. PROPOSAL REVIEW AND EVALUATION

- 9.1 The objective of the University in soliciting and evaluating proposals is to ensure the selection of a firm that will produce the best possible results for the funds expended.
- 9.2 All proposals will be evaluated first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Section 2.4. All proposals not meeting the Mandatory Submission Requirements will be found non-responsive.
- 9.3 The Business and Scope of Work proposal will be evaluated first as either "pass" or "fail," based on the compliance with those requirements listed in the RFP with an (M). All proposals that meet the requirements will continue in the evaluation process outlined in Section 7.
- 9.4 Offeror may propose a corporate sponsor agreement ("Sponsorship Discount"). If this is offered please fill out exhibit 4 and list discount on exhibit 1.
- 9.5 Offeror will be notified of the result of the procurement process in writing. Written notification will be sent to the authorized signer on the University's signature page.

- 9.6 The proposals will be reviewed and evaluated by Individual Scoring – Each member of the Proposal Evaluation Committee must confidentially and independently evaluate the proposals submitted. The criteria described below must be used by each Committee member to evaluate and score the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP. The Committee must then meet as a group. Individual scores may be re-evaluated and may or may not be changed by each member at that time. A final independent score must be recorded for each committee member.

The Committee may consult with subject matter experts to review and advise on any portion of the proposals.

- 9.8 The University reserves the right to seek and consider information from sources other than those provided by the offeror who may have pertinent information concerning the offeror's ability to perform these services. The University may use this information to determine whether the offeror is a responsible offeror.
- 9.9 For those proposals making it to the cost evaluation, the total points for the technical portion will be summed with the cost points and the proposals will be ranked by final total score.
- 9.10 The scores for the cost proposal section must be normalized as follows: The cost evaluation will be based on the total cost proposed for required services as itemized in Exhibit 1. The proposal with the lowest overall total cost proposed will receive all the cost points as assigned in the Evaluation Criteria below. Other proposals will be assigned a portion of the maximum score using the formula:  $\text{Lowest Cost} / \text{other proposal cost} \times \text{total possible cost points}$ .

#### EVALUATION CRITERIA

Mandatory Submission Requirements Met	Pass/Fail
Evaluated Requirements	550 points
Sponsorship Discount/Incentive	350 points
Reference and other information	150 points
Cost (Exhibit 1)	300 points
Total Points	1350points

**10. GENERAL TERMS AND CONDITIONS**

- 10.1 The RFP, all attachments and amendments, the successful offeror's proposal submitted in response to the RFP, any negotiated changes to the same, will become the contract.
- 10.2 The contract, in its incorporated composite form, represents the entire agreement between the Contractor and University and supersedes all prior negotiations, representations, understandings or agreements, either written or oral.
- 10.3 From the date of release of this solicitation until Intent to Award Letter is issued, all contact and requests for information shall be directed to the RFP lead, only. Regarding this solicitation, all contact with other personnel employed by or under contract with the University is restricted. During the same period, no prospective vendor shall approach personnel employed by, or under contract to the University, on any other related matters. An exception to this restriction will be made for vendors who, in the normal course of work under a current and valid contract with the University, may need to discuss legitimate business matters concerning their work with the contracting department. Violation of these conditions may be considered sufficient cause by the University to reject a vendor's bid or proposal, irrespective of any other consideration.

APPENDIX A

Scope of Work

*(The contractor's proposal will be included in the contract as Appendix A – Scope of Work)*

ATTACHMENT 1  
OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. THIS FORM AND THIS FORM ONLY IS TO BE USED.
2. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
3. Questions must be received on time or will be rejected and not considered.
4. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
5. Do not enter text in column 5 (Answers). This is for the University's use only.
6. Once completed, this form is to be emailed per the instructions in the RFP. The email subject line is to state the RFP number followed by "Questions."

**Title of RFP, RFP# MC15-080**

Questions are due by 5:00 PM MT, per the date listed in 1. Administrative Information.

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

ATTACHMENT 2  
REFERENCES

**INSTRUCTIONS TO THE OFFEROR:**

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Offerors must provide five (5) written professional references from individuals, companies, or agencies with knowledge of the offeror's experience that is similar in nature to the products or services being requested by this RFP, and are in within the last three (3) years from the date this RFP was posted on the University website.

References not received prior to RFP closing date and time will receive a score of "0" for that reference. References outside the three (3) years, and references determined to be not of a similar nature to the products or services requested by this RFP will also receive no (zero) points. **Determination of similarity will be made by using the information provided by the reference in Section II General Information and any additional information provided by the reference.**

If more than three (3) references are received, the first three (3) fully completed references received will be used for evaluation purposes.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "OFFEROR NAME" line.
2. Send the "Reference's Response To" document to your references to complete.

**NOTE:** It is the offerors responsibility to follow up with their references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead twenty-four (24) hours prior to the RFP closing date to verify receipt of references.

REFERENCE'S RESPONSE TO:  
RFP Number: MC15-080  
Air Charter Boise State University Football

REFERENCE NAME (Company/Organization): \_\_\_\_\_

OFFEROR (Vendor) NAME (Company/Organization): \_\_\_\_\_ has submitted a proposal to Boise State University to provide the following services: Air Charter Services We've chosen you as one of our references.

**INSTRUCTIONS**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
RFP Lead: Mike Carr  
E-mail: mikecarr@boisestate.edu  
Fax: 208-426-1152
5. This completed **document MUST be received by 5:00 p.m. (Mountain Time) on February 17, 2015.** Reference documents received after this time will not be considered. **References received without a signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the University may contact references by phone for further clarification if necessary.



**Section I. RATING**

Using the Rating Scale provided below, rate the following nine (9) items by circling the appropriate number for each item:

Rating Scale	
Category	Score
Poor or Inadequate Performance	0
Below Average	1 - 3
Average	4 - 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following nine items:

1. Rate the overall quality of the vendor's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

**Section II. GENERAL INFORMATION**

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1. Please include a brief description of the Air Charter services provided by this vendor for your business:

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2. During what time period did the vendor provide these services for your business?

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to Month: \_\_\_\_\_ Year: \_\_\_\_\_

**Section III. ACKNOWLEDGEMENT**

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

ATTACHMENT 3  
DEFINITIONS

*Solicitation*    *This document and any subsequent addendum*  
*Offeror*        *Any company responding to this Request for Proposal*  
*RFP*             *Request for Proposal*  
*University*     *Boise State University*

EXHIBIT 1 - BIDDING SCHEDULE  
THIS PROPOSAL SCHEDULE MUST BE RETURNED WITH SIGNED PROPOSAL PACKAGE.

1. Brigham Young University **Aircraft Seating 143 Passengers**  
September 12

Approximate Flight Time: 1:05 Airport Provo Municipal Airport

Roundtrip price: \$ 65,700.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 1:05 Return Flight: 1:15  
(2:35) (2:40)

Approximate Flight Time: 1:05 **Aircraft seating 160 passengers**

Roundtrip price: \$ 65,700 Type of Aircraft: 737-800 Leg room: 31

Carrier: SunCountry Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:35 Return Flight: 2:40

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2. Colorado State **Aircraft Seating 143 Passengers**

Approximate Flight Time: 1:40 Airport Fort Collins - Loveland Municipal Airport

Roundtrip price: \$ 71,550.00 Type of Aircraft: 737-80 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Approximate Flight Time: 1:40 Aircraft seating **160 passengers**

Roundtrip price: \$ 71,550.00 Type of Aircraft: 737 800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 3:10 Return Flight: 3:05

Total flight hours (including deadheads): Outgoing flight: 3:10 Return Flight: 3:05

**3. San Jose State**

**Aircraft seating 143 Passengers**

Approximate Flight Time: 1:25 Airport Norman Y Mineta San Jose Intl Airport

Roundtrip price: \$ 71,350.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

Approximate Flight Time: 1:40 Aircraft seating **160 passengers**

Roundtrip price: \$ 71,350.00 Type of Aircraft: 737 800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

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4. University of Nevada Las Vegas **Aircraft Seating 143 Passengers**

Approximate Flight Time: 1:25 Airport Mc Carran Int'l Airport

Roundtrip price: \$ 72,550.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:55

Approximate Flight Time: 1:25 **Aircraft seating 160 passengers**

Roundtrip price: \$ 72,550.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: Sun Country Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

Total flight hours (including deadheads): Outgoing flight: 2:55 Return Flight: 2:50

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5. Utah State **Aircraft Seating 143 Passengers**

Approximate Flight Time: 1:00 Airport Logan-Cache Airport

Roundtrip price: \$ 65,750.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: SunCountry Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:30 Return Flight: 2:35

Approximate Flight Time: 1:00 Aircraft seating **160 passengers**

Roundtrip price: \$ 65,750.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: SunCountry Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 2:30 Return Flight: 2:35

Total flight hours (including deadheads): Outgoing flight: 2:30 Return Flight: 2:35

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6. VIRGINIA

Aircraft Seating **180 Plus passengers** ← n/a → 160 seats

Approximate Flight Time: 4:25 Airport: Charlottesville-Albemarle Airport

Roundtrip price: \$ 131,000.00 Type of Aircraft: 737-800 Leg room: 31"

Carrier: SunCountry Airlines Fuel gallons burned per flight hour: 785

Fuel cost assumption, per gallon, included in bid price: Outgoing flight: 3.50 Return Flight: 3.50

Total flight hours (including deadheads): Outgoing flight: 6:05 Return Flight: 6:00

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Sponsorship Offer

Item	Location	Discount Amount
01	Brigham Young University	\$ _____
02	Colorado State	\$ _____
03	San Jose State	\$ _____
04	University of Nevada Las Vegas	\$ _____
05	Utah State	\$ _____
06	Virginia	\$ _____
07	Optional Sponsorship Offer (Discount or Flight Credit)	\$ _____
	Total Cost of all listed Flights.	\$ _____
	Total Cost of all Flights (Less the discount or contribution for exclusive Sponsorship rights.)	\$ <u>477,900.00</u>

7. Bowl Game

Bowl game location and date will not be known until late in the season. Bowl games will fall between December 15, 2015 and January 7, 2016. It is anticipated that we will have a minimum of two weeks' notice prior to the game. Specify aircraft and seating capacity. For minimum capacities see section 5.3.1

Type of Aircraft: 737-800 Seating Capacity: 160 Leg room: 31"  
 Carrier: SunCountry Airlines Fuel gallons burned per flight hour: 785



EXHIBIT 2 – EQUIPMENT LIST

Equipment	Quantity	Unit Weight	Total Weight
Carry on / personal items	70	5	350
Player Equipment Bags (Outbound Only)	70	10	700
Player Travel Bags	70	15	1050
Trainer Bags	3	150	450
Laundry (Return Only)	1	150	150
Player Helmets (Outbound Only)	70	5	350
Carry on Personal Items	84	8	672
Total	368		3722

EXHIBIT 3  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –  
PRIMARY COVERED TRANSACTIONS.

1. The prospective Contractor certifies that, to the best of its knowledge and belief, it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud performing a public (Federal, State, or Local) transaction or contract under a public transaction: violation, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1).(B.) of this certification; and
  - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, state, or Local) terminated for cause or default.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Proposal Identification \_\_\_\_\_

Signature: Rochelle Garcia Date: 3/1/15

Name & Title: Rochelle Garcia, Manager of Charter Sales

Company name: Sun Country Airlines

**EXHIBIT 4– Sponsorship Proposal for Official Airlines of the Broncos**

**2011 Boise State University Football Air Charter RFP# MC15-080**

The Contractor may provide a written copy of the proposed "Corporate Sponsorship Agreement." & discount or contribution associated with the said agreement. **All proposals will be considered and graded according to what is deemed in the best interest of the University.**

The sponsorship agreement may include but is not limited to the designation right of "**Official Airlines of the Boise State Broncos**". Stadium advertising, video promotions, Publications/websites, tickets, media/television, media radio, promotional benefits, annual cash payment sponsorship fees, travel banks, credit accounts, signage, hospitality, in-market promotions, trade accounts, discounts to higher educational institutions, signage installation etc.

EXHIBIT 5  
SOLICITATION INSTRUCTIONS TO VENDORS

**1. AUTHORITY TO PURCHASE:** The University is authorized pursuant to Idaho Code Section 67-5728 to execute and administer Contracts for the procurement of goods and services for the University in accordance with the University's established policies and procedures. Pursuant to Idaho Code Section 67-5725, all agreements made in violation of the applicable purchasing statutes or rules, including the University's purchasing policies, shall be void and any sum of money advanced by the University shall be repaid.

**2. E-PURCHASING:** The University may utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent email notifications of acquisition opportunities on those Solicitations electronically posted.

**3. ELECTRONIC SIGNATURES:** IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the University when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the University's purchasing process as a manually-affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signature, if the submitting Vendor is using IPRO.

**4. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716.

A. Agency - All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Bidder – A Vendor who has submitted a Bid.

D. Contract - Contract means any University-written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

E. Contractor - A Vendor who has been awarded a Contract.

F. Invitation to Bid – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.

G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the University.

H. Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

I. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

J. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.

L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.

M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.

N. State – The State of Idaho including each Agency unless the context implies other state(s) of the United States.

O. University – Boise State University.

P. Vendor – A person or entity capable of supplying Property to the University.

**5. AWARD METHOD:** Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(12) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the University, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions). **(Administrative fee does not apply to this Request for Proposal)**

**7. DETERMINATION OF RESPONSIBILITY:** The University reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

**8. SOLICITATION AMENDMENTS:** It will be the Vendors' responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation on the University website found at <http://vpfa.boisestate.edu/purchasing/purchasing-bid-opportunities>. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

**9. NOTICE OF EFFECTIVENESS:** No Contract is effective until the authorized University purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the University purchasing official and the Contract has become effective. Furthermore, the University is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized University purchasing official and the arrival of the effective date of the Contract.

**10. ECONOMY OF PREPARATION:** If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the University's requirements.

**11. SPECIFICATIONS:** Specifications describe the Property the University wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The University is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

**12. LAWS:** The laws governing the University's purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744, available on the Internet at [http://purchasing.idaho.gov/rules\\_and\\_policies.html](http://purchasing.idaho.gov/rules_and_policies.html). It is the Vendor's responsibility to conform to ALL applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the University will not be responsible for any failure by any Vendor to meet applicable requirements.

**13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES:** Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

**14. ADMINISTRATIVE APPEALS:** The procedure applicable to administrative appeals is set forth at <http://vpfa.boisestate.edu/process/procurement/purchasingappealsprocess.pdf>.

**15. SUBMISSION FORMS:**

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the University's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink by an authorized agent of the submitting Vendor and returned with the submission package. Manually-submitted Bids or Proposals submitted without the signature page shall be found non-responsive and will not be considered. An incomplete, unsigned, or modified signature page will be cause for a finding of non-responsiveness. The signature page must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned as part of the submitting Vendor's Bid or Proposal. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE**. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed **IN INK** by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, email, or regular mail.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or

2. If Vendor is a natural person eighteen (18) years of age or older,

a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

#### 16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an original authorized signature must be submitted in a sealed envelope or package. **(Do not respond to more than one Solicitation in the same envelope!)** A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the University, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.** No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped **prior to the closing time.**

B. Bid Submissions – Electronic – For Bids, Proposals or Quotations submitted by means other than manual methods, submitting Vendors using IPRO must complete all steps in the submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor's responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is the prevailing local time as evidenced by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO's time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors should be advised the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE DECLARED REJECTED AS NON-RESPONSIVE AND RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

#### 17. TABULATION INFORMATION:

Manual/Electronic Opening – Electronic and manually-distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually-submitted Solicitations at the place, date, and time specified in the Solicitation. At that time, for Bids, the names of Bidders and Bid amounts will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Persons may request tabulation information when it becomes available. Depending upon the complexity of the Solicitation, tabulations may take as long as thirty (30) calendar days. No tabulation information will be given over the phone.

**18. TERMS AND CONDITIONS OF ENSUING CONTRACT:** Any ensuing Contract will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this Solicitation and any ensuing Contract. If additional or supplemental terms

and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that *the State of Idaho Standard Contract Terms and Conditions* and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Quote, Bid or Proposal may be deemed non-responsive. **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE UNIVERSITY'S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.**

**19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:**

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed in ink by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as **NOT** to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or change a previously submitted Solicitation response at any time prior to the closing by submitting another Solicitation response. Each additional response or submission has the effect of canceling the previous response and replacing it with the submitting Vendor's most current Solicitation response.

**20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:**

A. Prior to the issuance of a Contract, the University shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the University; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the University (minor deviations, as determined by the University, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the University shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the University.

**21. BURDEN OF PROOF:** It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the University to determine whether or not the property offered conforms to the specifications.

**22. ALTERNATE BIDS:** Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

**23. DISCOUNTS:** Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

**24. UNIT PRICES GOVERN:** Unit prices shall govern. **IMPORTANT:** Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

**25. FIRM PRICES:** The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

**26. ORAL INFORMATION:** Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the

period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the University will be subject to rejection. The University will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has providing information in writing. Reliance on any oral representation is at the Vendor's sole risk.

**27. GOVERNMENTAL USE ONLY:** Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the University will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

**28. PUBLIC RECORDS:**

A. The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the State of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the University's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED**. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED**. Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The University, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The University will provide this redacted Bid, Proposal or Quotation to requestors under Idaho Code Sections 355 et seq. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."

2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the University to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

C. Vendor shall indemnify and defend the University and State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

**29. LENGTH OF CONTRACT:** Pursuant to Idaho Code Section 67-5717(9), the University may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

**30. LEASE-PURCHASE OPTIONS:** Idaho Code Section 67-5721 reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised." (**NOTE:** This provision is **NOT** applicable to time purchase or installment-purchase Contracts).



SIGNATURE PAGE

THIS SHEET MUST BE FILLED OUT, SIGNED AND RETURNED WITH RESPONSE.

THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS BID IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR BID AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY'S SOLICITATION.

SUBMISSION OF A BID TO BOISE STATE UNIVERSITY CONSTITUTES AND SHALL BE DEEMED AN OFFER TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE BID AND UNDER THE STATE OF IDAHO'S TERMS AND CONDITIONS.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE VENDOR AND THE BID IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

**Return with completed bid:**

Please complete the following information:

VENDOR (Company Name) MN Airlines, D/B/A Sun Country Airlines  
 ADDRESS 1300 Mendota Heights Rd  
 CITY Mendota Heights STATE MN ZIP CODE 55120  
 TOLL-FREE # 6 PHONE # 651-681-3922  
 FAX # 651-681-3901 EMAIL Shelly.garcia@suncountry.com  
 FEDERAL TAX ID / SSN # 35-2159124

**SIGNATURE PAGE MUST BE SIGNED & RETURNED FOR RESPONSE TO BE CONSIDERED.**

Rochelle Garcia  
Signature

3/9/15  
Date

Rochelle Garcia  
Please type or print name

Manager of Charter Sales  
Title

**Charter Agreement**

**Between**

MN Airlines, LLC d/b/a Sun Country Airlines (SCA)  
1300 Mendota Heights Road, Mendota Heights, MN 55120  
Phone 651-681-3900 Facsimile 651-681-3901

**And**

(Guarantor)

This is a Charter Agreement (Agreement) between SCA and Guarantor for the flights specified in Addendum A.

The term of this Agreement shall be in effect for travel as noted in this Agreement unless extended by the parties in writing or terminated earlier, as specified herein. The parties hereby agree to as follows:

- I. General Terms** It is understood that this Agreement provides for the sale of domestic and/or international air transportation on SCA by and through Guarantor. Guarantor agrees to pay SCA for such services in accordance with the listed charter price as provided in this Agreement. In exchange for the charter price provided in this Agreement, Guarantor agrees to comply with all terms and conditions of sale as stated herein.
- A. Trademarks and Trade Names:** Nothing in this Agreement shall be construed as a license to use the respective trade name or trademark of either party for any purpose other than cooperative marketing efforts which must first be approved by the consent of the licensing party. Upon termination of the Agreement, the parties shall discontinue all use of such trade names, trademarks and logos.
  - B. Indemnity by Guarantor:** Guarantor shall hold SCA harmless against any claims, actions, liabilities or costs (including reasonable attorney's fees) to any persons for damages, including but not limited to bodily or personal injury, including death, and property damage, arising out of services, materials or facilities provided by Guarantor. Guarantor shall cause SCA to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by Guarantor.
  - C. Indemnity by SCA:** SCA shall hold Guarantor harmless against any claims, actions, liabilities or costs (including reasonable attorney's fees) to any persons for damages, including but not limited to bodily or personal injury, including death, and property damages, arising out of services, materials or facilities provided by SCA. SCA shall cause Guarantor to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by SCA.
  - D. Governmental Laws, Regulations and Approvals:** SCA's obligation to Guarantor is contingent upon and subject to the timely application and subsequent issuance of such approvals, clearances, permits or operating authority as may be required to be issued or granted by the United States Government or any applicable Foreign Government, including, without limitation, such landing, transit, over flight, and uplift rights as may be necessary. Guarantor acknowledges that it has not relied on any representations by SCA made prior to the execution of this Agreement concerning the availability of the approvals, clearances, permits or operating authority.
  - E. Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or a misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recovery of reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
  - F. Assignment:** SCA and Guarantor may not assign any right or delegate any duty hereunder without the express written consent of the other.
  - G. Confidentiality:**
    - 1. The parties shall not disclose the contents of this Agreement, any future promotions, sales reports, agency mailing lists or any other confidential information belonging to either party, without authorized written permission of the other party.
    - 2. Unless otherwise directed in writing, Guarantor agrees that in the event of an aviation disaster, all manifest information will be held in strictest confidence in accordance with the Aviation Disaster Family Assistance Act of 1996.

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 2

- H. **Termination:** This Agreement may be canceled by either party for material breach of this Agreement on thirty (30) days written notice to the other, but during such time, the breaching party shall have the right to cure any such breach and upon such cure, the Agreement will remain in full force.
- I. **Governing Laws, Regulations and Approvals:**
1. This Agreement and any disputes arising hereunder shall be governed by the laws of the State of Minnesota.
  2. Guarantor, on behalf of itself, shall act with regard to each scheduled flight in a manner wholly consistent with DOT regulations as spelled out in the Contract of Carriage.
  3. Rules directed from the Contract of Carriage apply to all passengers and all bookings.
  4. SCA will have final authority in operational matters and exclusive control over the aircraft and its crew.
  5. Aircraft space: Guarantor has exclusive use of all seats and cargo space to max payload. SCA, with written consent of Guarantor, has exclusive control to utilize all available passenger and baggage space not utilized by Guarantor. SCA will handle and secure all monies and transactions as stated in the Contract of Carriage.
  6. Guarantor agrees to comply with the Applicable Laws of the United States Government and applicable Foreign Governments. Guarantor agrees to comply with such directions as SCA may issue so as to achieve observance by Guarantor of the provisions of this Article.
- J. **Waiver:** Any failure or delay by either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement.
- K. **Captions:** The captions appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the provisions
- L. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties, and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.
- M. **Amendment:** No modifications, amendments, supplement to, or waiver of, this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.
- N. **Severability:** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
- O. **Notices:** All notices and other communications between the parties provided for or permitted hereunder shall be deemed made on the date of mailing or transmitting if sent by First Class Mail, postage prepaid, return receipt requested or by facsimile to the numbers indicated above.
- P. **Breach of Agreement:** In the event of a breach of this Agreement by either party, the non-defaulting party shall recover, in addition to any other damages assessed, its costs, expenses and reasonable attorneys' fees incurred in litigating or otherwise settling such breach.

## II. Pricing

- A. Charterer shall pay in advance, at least seven (10) calendar days prior to the first flight equal to the Charter price applicable for each trip, including all taxes and fees. Upon the execution and delivery of this Agreement, Charterer shall pay the Initial Invoice prior to the commencement of Services hereunder. If, due to unforeseen issues beyond the control of SCA or the charterer, SCA requires an additional stop or additional flight time, the cost associated will be shared between parties. See **Addendum A** for Travel Dates
- B. **Travel Dates and Charter Price:** See **Addendum A** for Travel Dates and Charter Price.
- C. **Seat Allotment:** Guarantor agrees to guarantee seats at the specified price as detailed in this Agreement in **Addendum A**.
- D. **Taxes and Fees:** Charter Price includes all taxes and fees as outlined in **Addendum A**. Federal Excise Tax, PFC's, segment fees and Security Fees, or any other taxes required of a passenger, should be paid directly to SCA according to the payment schedule and are subject to change, outlined in **Addendum A**. Should the actual passenger count be greater/lessor than the agreement passenger count by more than 25 domestic passengers or 10 international passengers, then the difference will be calculated by SCA no later than 30 days from the last charter flight. At the time of billing, SCA shall also supply Guarantor with a copy of the calculations of such billing. All amounts due SCA shall be paid within ten (10) days of the date of billing.

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 2

- E. **Terms of Payment:** Guarantor will pre-pay SCA the Charter Price according to the terms of the payment schedule outlined in **Addendum A**. Payments shall be made by wire transfer to:
- Penn Liberty Bank**  
**724 West Lancaster Ave., Ste. 210**  
**Wayne, PA 19087**  
**ABA Routing #031918844, Bank Account #1015006131**  
**Account Name: MN Airlines dba Sun Country Airlines Escrow**
- F. **Fuel Basis:** The Charter Price noted in **Addendum A** has been priced based on the Base Fuel Price also scheduled in **Addendum A**. Any fuel cost incurred by SCA over the Base Fuel Price to the extent that the actual Base Fuel Price on each segment is greater than the agreement Base Fuel price by at least 10 cents shall be the responsibility of Guarantor. Any adjustments to the fuel costs will be calculated by SCA no later than 30 days from the last charter flight. At the time of billing, SCA shall also supply Guarantor with a copy of the calculations of such billing. All amounts due SCA shall be paid within ten (10) days of the date of billing.
- G. **Delay Caused by Guarantor:** If any delay in the commencement of a scheduled flight or any portion thereof is caused in whole or in part by the action or at the request of the Guarantor or any person acting on its behalf, an additional charge shall become payable calculated at a rate of One Thousand and no/100 Dollars (\$1,000.00) per two hour or fraction thereof for the period the aircraft is held on the ground in excess of one hundred twenty (120) minutes beyond the time it was originally scheduled for departure. At all times, SCA shall retain the right to refuse to delay a departure.
- H. **Cancellation by Guarantor:** In the event Guarantor cancels any part of this contract, the following penalties will apply:
1. Ninety (90) days or more prior to the scheduled departure date, ten percent (10%) of the price associated with said cancellation.
  2. Sixty (60) days but less than ninety (90) days prior to the scheduled departure date, thirty percent (30%) of the price associated with said cancellation.
  3. Thirty (30) days but less than sixty (60) days prior to the scheduled departure date, forty percent (40%) of the price associated with said cancellation.
  4. Less than 30 days prior to the scheduled departure date, seventy percent (70%) of the price associated with said cancellation.
  5. All taxes, fees and any additional charges associated with this charter must be reconciled within thirty (30) days of the last charter flight.

### III. Contractual Relationships and Service

- A. **Departure/Arrival Times:** Departure or arrival times scheduled or designated in traffic or other documents issued by Guarantor shall indicate only approximate times and shall form no part of this Agreement, nor represent any undertaking of Guarantor to depart or arrive at such times. SCA shall use its best efforts to meet Guarantor's departure times. SCA does not assume responsibility for making connections and is not liable for any expenses or losses whatsoever related to missed connections. No employee, agent or representative of SCA is authorized to bind SCA by statements as to any of the foregoing. SCA assumes no responsibility for notifying Passengers with respect to any agreed departure time.
- B. **Manifest:** Charterer represents and warrants to Sun Country that all passenger lists and other passenger information provided by Charterer shall be accurate and complete, and that Sun Country shall be entitled to rely thereon without independent investigation. If in the event of missing or inaccurate information has been provided, Charterer shall be financially responsible for any additional costs incurred. Sun Country must provide documentation to support the additional expenses incurred at time of reconciliation. Charterer must provide to SCA the passenger manifest in a timely manner (7 days prior). SCA must input names into Sabre multi-host (Z-class of service) within 48 hours in advance to meet security requirements and catering planning. Initial manifests go to the following: Subject line (example): Initial manifest for SY8600/8601 ABC-XYZ-ABC on 1/1/11-1/2/11, [manifests@suncountry.com](mailto:manifests@suncountry.com), Updated manifests go to the following: Subject line (example): Updated manifest for SY8600/8601 ABC-XYZ-ABC on 1/1/11-1/2/11, [manifestupdates@suncountry.com](mailto:manifestupdates@suncountry.com), when sending an updated manifest please include in the message what names to add, or delete. Any additions must be added at least six hours prior to departure.
- C. **Passenger Check In:** SCA shall not be responsible or liable for the transportation of passengers or their baggage who fail to report at the check-in point at the airport at least one hour prior to the time scheduled for departure. If any Passenger fails to report at least one hour prior to the time

scheduled for departure, SCA may depart as scheduled and shall in no way be responsible to such Passenger or the Guarantor and shall be, with notice to Guarantor, deemed to have fully completed its contractual obligations.

- D. **Baggage:** See Section IV, B., C., D., E., and F. for full baggage information.
- E. **Refusing Right of Carriage:** SCA reserves the right to refuse carriage to any Passenger whose documents are not complete or who has not complied with applicable laws, demands or travel requirements with notice to Guarantor. Guarantor agrees to hold SCA harmless and shall defend and indemnify SCA against, and shall pay any loss, damages and expense, including, but not limited to Attorney's fees, suffered or incurred by SCA by reason of SCA denying carriage to any of Guarantor's Passenger(s).
- F. **Agents of Guarantor:** In the event a travel company or any other entity or person shall assist Guarantor with administrative services relating to the flight, hotel accommodations, sight-seeing tours or Land travel, such services shall be rendered as representatives of Guarantor and not as agents of SCA.
- G. **Aircraft Exchange:** SCA may, at its option and without notice, substitute one or more SCA aircraft or non-SCA aircraft for the aircraft specified in this Agreement in the event of Force Majeure or mechanical malfunctions/failure, or any other unforeseen occurrence which prevents SCA from utilizing the aircraft contemplated herein, *provided*, however, that the capacity of the substitute aircraft shall provide no fewer seats than what is required by the contracting party for the number of passengers manifested.
- H. **Cancellation by SCA:** In the event economic conditions and/or operational costs out of SCA's control are such, SCA shall be entitled to cancel any flight without penalty, but refund of deposit. Such economic conditions and/or operational costs include, but are not limited to, unexpected increases in, or the unavailability of insurance coverage at commercially reasonable rates or due to civil unrest or political unrest, which in the opinion of SCA would jeopardize the safety of passengers and/or aircraft if the flight were to proceed.
- I. **Flight Delay:** In the event of flight delay, SCA shall not be liable for any loss, damage, or expense suffered by Guarantor or any passengers. SCA's only responsibility shall be to provide meals, accommodations, or incidental expenses only to the extent required by the applicable DOT Regulations.
- J. **Passengers:** Guarantor agrees at its own expense to give such notice to Passengers as SCA shall request upon the occurrence of any event which causes or may cause or result in the delay or cancellation of any one or more flights. SCA shall incur no liability of any nature to Guarantor or its Passengers as a result of giving such notice or refraining from doing so. Additionally,
  - 1. Passengers are subject to search of their person and search or inspection of their property, including checked baggage, in accordance with security screening procedures, which can include an electronic detector with or without Passengers consent or knowledge, to ensure the safety and security of a flight. Any person who does not consent to a search or inspection of his or her person, and/or any property, will be denied transportation by SCA and SCA will have no liability for refund.
  - 2. SCA has the right to refuse passage to any physically or mentally impaired passenger for any reason permitted under 14 CFR Part 382, as amended from time-to-time. Upon request, SCA shall provide Guarantor a copy of 14 CFR Part 382.
  - 3. Passports, Visas, vaccination certificates and all other required documents are the responsibility of the Passenger.

**IV. Important Passenger Notices**

- A. **Check-In and Boarding Times:** Photo Identification is required for all passengers. Boarding may be denied and boarding passes confiscated if passenger's identification does not match the name on the manifest. Passengers may not be eligible for denied-boarding compensation if passengers have not presented themselves at the boarding point at least: 1) 10 minutes prior to scheduled departure time of domestic flights; 2) 30 minutes prior to scheduled flights to and from Canada, Mexico and the Caribbean; or 3) 60 minutes prior to scheduled departure time of all other international departures, Hawaii and Puerto Rico. All seat assignments are subject to cancellation if the passenger is not on board the aircraft at least 10 minutes prior to departure. SCA does not require reconfirmation. Please check with SCA for any additional requirements.
- B. **Carry-On Luggage:** Each passenger is allowed 1 piece of carry-on luggage plus a purse/briefcase/laptop case. Carry-on luggage must fit underneath the passenger seat or in an overhead compartment. Medicine, keys, important papers and travel documents (Passport) should

be carried on board by the passenger. SCA reserves the right to restrict carry-on luggage. All baggage must be stored prior to cabin door being closed.

- C. **Checked Luggage:** Checked luggage should be unlocked when TSA approved lock is used. Regulations require name identification on the outside. Luggage must be checked at a designated SCA airport in advance of flight departure time as prescribed by SCA. Failure to meet prescribed check-in times will result in luggage not being accepted without a signed liability release. SCA also recommends passengers place their name and address inside their luggage. Identification tags are available at ticket counters. Checked luggage is subject to inspection, including x-ray, and passengers may be required to present identification. Federal regulations require that firearms in checked luggage must be declared and be unloaded. Maximum weight per check piece is 50 pounds, and maximum size is 62" (length + height + width).
- D. **Free Luggage Allowance:** SCA will accept a luggage and equipment free of charge not to exceed max payload restrictions.
- E. **Dangerous Goods: Federal regulations restrict carriage on aircraft of items classified as dangerous goods.** These materials include, but are not limited to, flammable gases, liquids and solids, non-flammable compressed gas, explosives, poisons, corrosives, oxidizing materials, organic peroxides, radioactive materials, etiologic agents and magnetic materials as well as other miscellaneous items that do not fall into the other classes. Specific rules apply to certain hazardous materials such as any dry ice, wet-or-dry-cell batteries. Further information is available from SCA at passenger's request.
- F. **Notice of Luggage Liability Limitations:** Unless a higher value has been declared and additional charges paid, SCA's liability for any form of damages as a result of the disappearance of, damage to, or delay in delivery of a passenger's personal property, including luggage, properly checked to its custody, shall be limited to the fair market value of the personal property involved at the time of the loss or delay, but in no case involving wholly domestic travel shall such liability exceed \$3,000 per passenger, except for mobility devices. For most international travel (including domestic portions of international journeys) SCA's liability is limited to \$9.07 per pound for checked luggage (approximately \$640.00 per piece of checked luggage) and \$400.00 per passenger for carry-on luggage. On domestic flights, SCA shall not be liable for loss of, damage to, or delay in delivery of high value, fragile, or perishable items, including but not limited to, the following: medication, money, jewelry, silverware, negotiable papers, securities, electronic/video/photographic equipment, samples, heirlooms, antiques, artifacts, works of art, or other valuables included in the passenger's checked luggage, with or without the knowledge of SCA. SCA charges for such items as antlers, bicycles, surf boards (5 feet maximum length), scuba equipment and these items are not counted as any part of the two bag minimum. SCA does not assume responsibility for loss or damage due to normal wear and tear, protruding parts, such as feet, handles, wheels, straps, hooks; oversized or over-packed luggage.
- G. **Limit for Reporting Luggage Claims:** All lost, damaged, delayed or missing luggage/property must be reported to SCA prior to leaving the airport. The preliminary notification must be followed by written notification within 45 days (domestic) or 21 days (international).

**V. Force Majeure**

- A. **Flight Delay:** Any flight may be delayed, re-routed or canceled by SCA due to reasons of Force Majeure, as such, the operation of the flight is not guaranteed. SCA shall refund the amount paid for any canceled air transportation in accordance with applicable DOT Regulations. Guarantor's acceptance of such refund shall constitute a release on behalf of the Guarantor and all passengers of any claims against SCA, its officers, directors, employees or agents arising out of or in connection with the cancellation, whether or not such cancellation is due to any negligent act or omission by SCA and SCA shall have no further responsibility or liability to Guarantor and the Passengers for loss, damage, cost or expense arising out of any such cancellation, delay, or rerouting. The limited right to cancellation reserved to SCA under this Article shall be in addition to, and not in place of or in derogation of, any and all other rights which SCA may otherwise have under this Agreement or at law or in equity. SCA may, but shall have no obligation, to re-route passengers affected by such cancellation on the lowest class of the first available service, or via any other means of transportation.
- B. **Liability for Death or Personal Injury:** SCA's liability for death or personal injury to passengers shall be subject to the limitations contained within the provisions of the Convention for the Unification of Certain Rules for International Carriage by air (Montreal, 1999), as those rules might be amended. SCA does not stipulate to higher limits.
- C. **Weather:** SCA shall not be liable to provide any amenities to any passenger when such flight has been delayed or canceled due to US Weather Bureau observations or forecasts which indicate that

**CONSENT AGENDA**

**JUNE 18, 2015**

**ATTACHMENT 2**

the environmental conditions at the various airports of arrival and/or departure or along the feasible route of flight, would result in a possible danger to the aircraft, passengers or crews, or may result in closure of the airport of arrival or departure due to weather conditions which would be less than the minimum allowed for landing or take-off as required by the FAA.

- D. The Guarantor expressly agrees to provide reasonable notice to its passengers of SCA's limited liability for loss or damage and death or personal injury to passengers as set forth above. The Guarantor assumes the duty to notify all the passengers in writing and to provide such notification at the Guarantor's sole expense. The Guarantor shall indemnify and hold SCA harmless from all liability, damage, expense or loss caused by or arising out of any act or omission by Guarantor which is a breach of the provision of this Agreement or is a breach or violation of Applicable Laws.

**MN Airlines, LLC, d/b/a Sun Country Airlines**

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

**Print Name: Tony Loeks**

**Title: Director Schedule Planning**

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

**Guarantor:**

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

**Print Name:**

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

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

**CONSENT AGENDA**

**JUNE 18, 2015**

**ATTACHMENT 2**

**ADDENDUM A TO CHARTER AGREEMENT**

**Between**

MN Airlines, LLC d/b/a Sun Country Airlines (SCA),  
1300 Mendota Heights Road, Mendota Heights, MN 55120  
Telephone 651-681-3900 Facsimile 651-681-3901 SITA HDQMKS

**And**

(Guarantor)

**For Charter Operations**, Guarantor verifies that it is a US Citizen as defined in Section 380.2 of the Department of Transportation Regulations. Guarantor also verifies the transportation secured from SCA meets the following Department of Transportation definition: (check one)  
 Scheduled Air Transportation  Public charter  Single Entity Charter  Pro Rata Charter

SCA will contract to the aircraft described below for the flight segments and aircraft and/or seats described below and/or attached hereto.

<b>Contract Period:</b>		
<b>Aircraft:</b> 737-800	<b>A/C Seats:</b> 162 seats Contracted for passengers	<b>Base Fuel Price:</b> \$.00/gallon Aircraft positioning to/from MSP for fuel reconciliation purposes.

**ROUTING SUMMARY:**

Date	Dept	Arrival	Flight #	From	To	Remarks

**PRICE AND SCHEDULE OF PAYMENT**

**Charter price, including taxes and fees: \$0.00**

**Non refundable security deposit due upon signing: \$0.00**

**Balance of \$0.00 due**

**Taxes included in the pricing, 7.5% US FET, \$5.60 per segment US AY tax, \$4.00 per segment US ZP tax and \$4.50 per segment US XF tax.**

**Payments shall be made by DIRECT WIRE TRANSFER to:**  
**Penn Liberty Bank**  
**724 West Lancaster Ave., Ste. 210, Wayne, PA 19087**  
**Phone: 610-535-4891 Randy Mintz**  
**Routing #031918844, Bank Account #1015006131**  
**Account Name: MN Airlines dba Sun Country Airlines Escrow Account**

**Remarks: A valid government issued photo ID or passport is required for travel. A passenger manifest must be sent to manifests@suncountry.com no later than 72 hours prior to departure. The passenger manifest must include passenger's first, middle and last name, date of birth and gender.**

**MN Airlines, LLC, d/b/a Sun Country Airlines**  
**By:** \_\_\_\_\_  
**Print Name: Tony Loeks**  
**Title: Director Schedule Planning**  
**Date:** \_\_\_\_\_

**Guarantor:**  
**By:** \_\_\_\_\_  
**Print Name:**  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



**CONSENT AGENDA  
JUNE 18, 2015**

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**Charter Agreement**

**Between**

**MN Airlines, LLC d/b/a Sun Country Airlines (SCA)**  
1300 Mendota Heights Road, Mendota Heights, MN 55120  
Phone 651-681-3900 Facsimile 651-681-3901

**And**

**Boise State University (Charterer)**  
Attn: Mike Carr, University Plaza, 960 Broadway Ave., Ste. 300, Boise, ID 83703  
Phone 208-426-1802 email [mikecarr@boisestate.edu](mailto:mikecarr@boisestate.edu)

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This is a Charter Agreement (Agreement) between SCA and Charterer for the flights specified in Addendum A.

The term of this Agreement shall be in effect for travel as noted in this Agreement unless extended by the parties in writing or terminated earlier, as specified herein. The parties hereby agree to as follows:

- I. General Terms** It is understood that this Agreement provides for the sale of domestic and/or international air transportation on SCA by and through Charterer. Charterer agrees to pay SCA for such services in accordance with the listed charter price as provided in this Agreement. In exchange for the charter price provided in this Agreement, Charterer agrees to comply with all terms and conditions of sale as stated herein.
- A. Trademarks and Trade Names:** Nothing in this Agreement shall be construed as a license to use the respective trade name or trademark of either party for any purpose other than cooperative marketing efforts which must first be approved by the consent of the licensing party, which in the case of Charterer shall be the Boise State University Office of Trademark and Licensing, whose phone number is 208-426-1358 and whose email address is "licensing@boisestate.edu". Upon termination of the Agreement, the parties shall discontinue all use of such trade names, trademarks and logos.
  - B. Indemnity by Charterer:** Subject to applicable law, including but not limited to those relating to governmental immunity and tort claim limits, Charterer shall hold SCA harmless against any claims, actions, liabilities or costs (including reasonable attorney's fees) to any persons for damages, including but not limited to bodily or personal injury, including death, and property damage, arising out of services, materials or facilities provided by Charterer. Why?
  - C. Indemnity by SCA:** SCA shall hold Charterer harmless against any claims, actions, liabilities or costs (including reasonable attorney's fees) to any persons for damages, including but not limited to bodily or personal injury, including death, and property damages, arising out of services, materials or facilities provided by SCA. SCA shall cause Charterer to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by SCA.
  - D. Governmental Laws, Regulations and Approvals:** SCA's obligation to Charterer is contingent upon and subject to the timely application and subsequent issuance of such approvals, clearances, permits or operating authority as may be required to be issued or granted by the United States Government or any applicable Foreign Government, including, without limitation, such landing, transit, over flight, and uplift rights as may be necessary. Charterer acknowledges that it has not relied on any representations by SCA made prior to the execution of this Agreement concerning the availability of the approvals, clearances, permits or operating authority.
  - E. Attorney's Fees:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or a misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recovery of reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
  - F. Assignment:** SCA and Charterer may not assign any right or delegate any duty hereunder without the express written consent of the other.
  - G. Confidentiality:**
    - 1. Subject to applicable law, including those relating to the Charterer's obligations as a public entity under the public record laws, the parties shall not disclose the contents of this Agreement, any future promotions, sales reports, agency mailing lists or any other

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 3

confidential information belonging to either party, without authorized written permission of the other party.

2. Unless otherwise directed in writing, Charterer agrees that in the event of an aviation disaster, all manifest information will be held in strictest confidence in accordance with the Aviation Disaster Family Assistance Act of 1996.
- H. Termination:** This Agreement may be canceled by either party for material breach of this Agreement on thirty (30) days written notice to the other, but during such time, the breaching party shall have the right to cure any such breach and upon such cure, the Agreement will remain in full force.
- I. Governing Laws, Regulations and Approvals:**
1. This Agreement and any disputes arising hereunder shall be governed by the laws of the State of Idaho.
  2. Charterer, on behalf of itself, shall act with regard to each scheduled flight in a manner wholly consistent with DOT regulations as spelled out in the Contract of Carriage.
  3. Rules directed from the Contract of Carriage apply to all passengers and all bookings.
  4. SCA will have final authority in operational matters and exclusive control over the aircraft and its crew.
  5. Aircraft space: Charterer has exclusive use of all seats and cargo space to max payload. SCA, with written consent of Charterer, has exclusive control to utilize all available passenger and baggage space not utilized by Charterer. SCA will handle and secure all monies and transactions as stated in the Contract of Carriage.
  6. Charterer agrees to comply with the Applicable Laws of the United States Government (including but not limited to those relating to non-discrimination, disabilities, and equal employment opportunities) and applicable Foreign Governments. Charterer agrees to comply with such directions as SCA may issue so as to achieve observance by Charterer of the provisions of this Article.
  7. Charterer is an agency of the State of Idaho and the State of Idaho, Boise State University, its officials and employees are self-insured under the provisions of the Idaho Tort Claims Act. Charterer is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code § 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code § 72-205. As such, Charterer shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are proscribed by Idaho Code § 6-924 (not less than \$500,000), as well as worker's compensation coverage for its employees, as required under Idaho Code § 72-301. Charterer liability coverage shall cover the actions of Charterer and its employees, agents, students, and faculty while acting in the course and scope of employment or as students of Charterer in performing actions related to the Charterer's official travel. Charterer's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code § 6-919. Charterer shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund, as provided under Idaho Code § 72-301.
- J. Waiver:** Any failure or delay by either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement.
- K. Captions:** The captions appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the provisions
- L. Entire Agreement:** This Agreement, the Proposal, including cover letter (see 4.3(M) of RFP#MC15-080), submitted to Charterer on March 11, 2015, the State of Idaho Standard Terms and Conditions, and the Boise State University RFP#MC15-080 shall together constitute the entire Agreement between the parties, and shall supersede all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.
- M. Amendment:** No modifications, amendments, supplement to, or waiver of, this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.
- N. Severability:** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 3

shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

- O. **Notices:** All notices and other communications between the parties provided for or permitted hereunder shall be deemed made on the date of mailing or transmitting if sent by First Class Mail, postage prepaid, return receipt requested or by facsimile to the numbers indicated above.
- P. **Breach of Agreement:** In the event of a breach of this Agreement by either party, the non-defaulting party shall recover, in addition to any other damages assessed, its costs, expenses and reasonable attorneys' fees incurred in litigating or otherwise settling such breach.

## II. Pricing

- A. Charterer shall pay in advance, at least seven (10) calendar days prior to the first flight equal to the Charter price applicable for each trip, including all taxes and fees. Upon the execution and delivery of this Agreement, Charterer shall pay the Initial Invoice prior to the commencement of Services hereunder. If, due to unforeseen issues beyond the control of SCA or the charterer, SCA requires an additional stop or additional flight time, the cost associated will be shared between parties. See **Addendum A** for Travel Dates
- B. **Travel Dates and Charter Price:** See **Addendum A** for Travel Dates and Charter Price.
- C. **Seat Allotment:** Charterer agrees to guarantee seats at the specified price as detailed in this Agreement in Addendum A.
- D. **Taxes and Fees:** Charter Price includes all taxes and fees as outlined in **Addendum A**. Federal Excise Tax, PFC's, segment fees and Security Fees, or any other taxes required of a passenger, should be paid directly to SCA according to the payment schedule and are subject to change, outlined in **Addendum A**. Should the actual passenger count be greater/lessor than the agreement passenger count by more than 25 domestic passengers or 10 international passengers, then the difference will be calculated by SCA no later than 30 days from the last charter flight. At the time of billing, SCA shall also supply Charterer with a copy of the calculations of such billing. All amounts due SCA shall be paid within ten (10) days of the date of billing.
- E. **Terms of Payment:** Charterer will pre-pay SCA the Charter Price according to the terms of the payment schedule outlined in **Addendum A**. Payments shall be made by wire transfer to:  
**Penn Liberty Bank**  
**724 West Lancaster Ave., Ste. 210**  
**Wayne, PA 19087**  
**ABA Routing #031918844, Bank Account #1015006131**  
**Account Name: MN Airlines dba Sun Country Airlines Escrow**
- F. **Fuel Basis:** The Charter Price noted in **Addendum A** has been priced based on the Base Fuel Price also scheduled in **Addendum A**. Any fuel cost incurred by SCA over the Base Fuel Price to the extent that the actual Base Fuel Price on each segment is greater than the agreement Base Fuel price by at least 10 cents shall be the responsibility of Charterer. Any adjustments to the fuel costs will be calculated by SCA no later than 30 days from the last charter flight. At the time of billing, SCA shall also supply Charterer with a copy of the calculations of such billing. All amounts due SCA shall be paid within ten (10) days of the date of billing.
- G. **Delay Caused by Charterer:** If any delay in the commencement of a scheduled flight or any portion thereof is caused in whole or in part by the action or at the request of the Charterer or any person acting on its behalf, an additional charge shall become payable calculated at a rate of One Thousand and no/100 Dollars (\$1,000.00) per two hour or fraction thereof for the period the aircraft is held on the ground in excess of one hundred twenty (120) minutes beyond the time it was originally scheduled for departure. At all times, SCA shall retain the right to refuse to delay a departure.
- H. **Cancellation by Charterer:** In the event Charterer cancels any part of this contract, the following penalties will apply:
  - 1. Ninety (90) days or more prior to the scheduled departure date, ten percent (10%) of the price associated with said cancellation.
  - 2. Sixty (60) days but less than ninety (90) days prior to the scheduled departure date, thirty percent (30%) of the price associated with said cancellation.
  - 3. Thirty (30) days but less than sixty (60) days prior to the scheduled departure date, forty percent (40%) of the price associated with said cancellation.
  - 4. Less than 30 days prior to the scheduled departure date, seventy percent (70%) of the price associated with said cancellation.

5. All taxes, fees and any additional charges associated with this charter must be reconciled within thirty (30) days of the last charter flight.

**III. Contractual Relationships and Service**

- A. **Departure/Arrival Times:** Departure or arrival times scheduled or designated in traffic or other documents issued by Charterer shall indicate only approximate times and shall form no part of this Agreement, nor represent any undertaking of Charterer to depart or arrive at such times. SCA shall use its best efforts to meet Charterer's departure times. SCA does not assume responsibility for making connections and is not liable for any expenses or losses whatsoever related to missed connections. No employee, agent or representative of SCA is authorized to bind SCA by statements as to any of the foregoing. SCA assumes no responsibility for notifying Passengers with respect to any agreed departure time.
- B. **Manifest:** Charterer represents and warrants to Sun Country that all passenger lists and other passenger information provided by Charterer shall be accurate and complete, and that Sun Country shall be entitled to rely thereon without independent investigation. If in the event of missing or inaccurate information has been provided, Charterer shall be financially responsible for any additional costs incurred. Sun Country must provide documentation to support the additional expenses incurred at time of reconciliation. Charterer must provide to SCA the passenger manifest in a timely manner (7 days prior). SCA must input names into Sabre multi-host (Z-class of service) within 48 hours in advance to meet security requirements and catering planning. Initial manifests go to the following: Subject line (example): Initial manifest for SY8600/8601 ABC-XYZ-ABC on 1/1/11-1/2/11, [manifests@suncountry.com](mailto:manifests@suncountry.com), Updated manifests go to the following: Subject line (example): Updated manifest for SY8600/8601 ABC-XYZ-ABC on 1/1/11-1/2/11, [manifestupdates@suncountry.com](mailto:manifestupdates@suncountry.com), when sending an updated manifest please include in the message what names to add, or delete. Any additions must be added at least six hours prior to departure.
- C. **Passenger Check In:** SCA shall not be responsible or liable for the transportation of passengers or their baggage who fail to report at the check-in point at the airport at least one hour prior to the time scheduled for departure. If any Passenger fails to report at least one hour prior to the time scheduled for departure, SCA may depart as scheduled and shall in no way be responsible to such Passenger or the Charterer and shall be, with notice to Charterer, deemed to have fully completed its contractual obligations.
- D. **Baggage:** See Section IV, B., C., D., E., and F. for full baggage information.
- E. **Refusing Right of Carriage:** SCA reserves the right to refuse carriage to any Passenger whose documents are not complete or who has not complied with applicable laws, demands or travel requirements with notice to Charterer. Subject to applicable laws relating to immunity and liability limitations including but not limited to those contained in Section I., Subsection 7, Charterer agrees to hold SCA harmless and shall defend and indemnify SCA against, and shall pay any loss, damages and expense, including, but not limited to Attorney's fees, suffered or incurred by SCA by reason of SCA denying carriage to any of Charterer's Passenger(s).
- F. **Agents of Charterer:** In the event a travel company or any other entity or person shall assist Charterer with administrative services relating to the flight, hotel accommodations, sight-seeing tours or Land travel, such services shall be rendered as representatives of Charterer and not as agents of SCA.
- G. **Aircraft Exchange:** SCA may, at its option and without notice, substitute one or more SCA aircraft or non-SCA aircraft for the aircraft specified in this Agreement in the event of Force Majeure or mechanical malfunctions/failure, or any other unforeseen occurrence which prevents SCA from utilizing the aircraft contemplated herein, *provided*, however, that the capacity of the substitute aircraft shall provide no fewer seats than what is required by the Charterer for the number of passengers manifested.
- H. **Cancellation or Delayed Operation :** Cancelled flights or delayed operations shall be governed in accordance with Boise State University RFP #MC15-080, and in particular, Section 5.4(M) and more particularly, Subsection 5.4.2.
- I. **Flight Delay:** In the event of flight delay, SCA shall not be liable for any loss, damage, or expense suffered by Charterer or any passengers. SCA's only responsibility shall be to provide meals, accommodations, or incidental expenses only to the extent required by the applicable DOT Regulations.
- J. **Passengers:** Charterer agrees at its own expense to give such notice to Passengers as SCA shall request upon the occurrence of any event which causes or may cause or result in the delay or cancellation of any one or more flights. SCA shall incur no liability of any nature to Charterer or its Passengers as a result of giving such notice or refraining from doing so. Additionally,

# CONSENT AGENDA

JUNE 18, 2015

ATTACHMENT 3

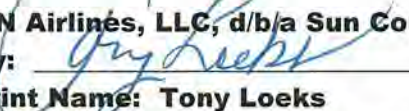
1. Passengers are subject to search of their person and search or inspection of their property, including checked baggage, in accordance with security screening procedures, which can include an electronic detector with or without Passengers consent or knowledge, to ensure the safety and security of a flight. Any person who does not consent to a search or inspection of his or her person, and/or any property, will be denied transportation by SCA and SCA will have no liability for refund.
2. SCA has the right to refuse passage to any physically or mentally impaired passenger for any reason permitted under 14 CFR Part 382, as amended from time-to-time. Upon request, SCA shall provide Charterer a copy of 14 CFR Part 382.

## IV. Important Passenger Notices

- A. **Check-In and Boarding Times:** Photo Identification is required for all passengers. Boarding may be denied and boarding passes confiscated if passenger's identification does not match the name on the manifest. Passengers may not be eligible for denied-boarding compensation if passengers have not presented themselves at the boarding point at least: 1) 10 minutes prior to scheduled departure time of domestic flights. All seat assignments are subject to cancellation if the passenger is not on board the aircraft at least 10 minutes prior to departure. SCA does not require reconfirmation. Please check with SCA for any additional requirements.
- B. **Carry-On Luggage:** Each passenger is allowed 1 piece of carry-on luggage plus a purse/briefcase/laptop case. Carry-on luggage must fit underneath the passenger seat or in an overhead compartment. Medicine, keys, important papers and any necessary travel documents should be carried on board by the passenger. SCA reserves the right to restrict carry-on luggage. All baggage must be stored prior to cabin door being closed.
- C. **Checked Luggage:** Checked luggage should be unlocked when TSA approved lock is used. Regulations require name identification on the outside. Luggage must be checked at a designated SCA airport in advance of flight departure time as prescribed by SCA. Failure to meet prescribed check-in times will result in luggage not being accepted without a signed liability release. SCA also recommends passengers place their name and address inside their luggage. Identification tags are available at ticket counters. Checked luggage is subject to inspection, including x-ray, and passengers may be required to present identification. Federal regulations require that firearms in checked luggage must be declared and be unloaded. Maximum weight per check piece is 50 pounds, and maximum size is 62" (length + height + width).
- D. **Free Luggage Allowance:** SCA will accept luggage and equipment free of charge not to exceed max payload restrictions as found on Addendum A and cargo hold capacities, 44.15 total cubic feet 737-800.
- E. **Dangerous Goods: Federal regulations restrict carriage on aircraft of items classified as dangerous goods.** These materials include, but are not limited to, flammable gases, liquids and solids, non-flammable compressed gas, explosives, poisons, corrosives, oxidizing materials, organic peroxides, radioactive materials, etiologic agents and magnetic materials as well as other miscellaneous items that do not fall into the other classes. Specific rules apply to certain hazardous materials such as any dry ice, wet-or-dry-cell batteries. Further information is available from SCA at passenger's request.
- F. **Notice of Luggage Liability Limitations:** Unless a higher value has been declared and additional charges paid, SCA's liability for any form of damages as a result of the disappearance of, damage to, or delay in delivery of a passenger's personal property, including luggage, properly checked to its custody, shall be limited to the fair market value of the personal property involved at the time of the loss or delay, but in no case involving wholly domestic travel shall such liability exceed \$3,000 per passenger, except for mobility devices. SCA shall not be liable for loss of, damage to, or delay in delivery of high value, fragile, or perishable items, including but not limited to, the following: medication, money, jewelry, silverware, negotiable papers, securities, electronic/video/photographic equipment, samples, heirlooms, antiques, artifacts, works of art, or other valuables included in the passenger's checked luggage, with or without the knowledge of SCA. SCA charges for such items as antlers, bicycles, surf boards (5 feet maximum length), scuba equipment and these items are not counted as any part of the two bag minimum. SCA does not assume responsibility for loss or damage due to normal wear and tear, protruding parts, such as feet, handles, wheels, straps, hooks; oversized or over-packed luggage.
- G. **Limit for Reporting Luggage Claims:** All lost, damaged, delayed or missing luggage/property must be reported to SCA prior to leaving the airport. The preliminary notification must be followed by written notification within 45 days (domestic) or 21 days (international).

**V. Force Majeure**

- A. **Force Majeure Flight Delay:** Any flight may be delayed, re-routed or canceled by SCA due to reasons of Force Majeure as described herein. If SCA fails to perform, delays, or substitutes an aircraft for, a Charter Flight, in each case due to any event or condition causing similar failure or delay at the same location by commercial airlines generally (including governmental or airport laws, regulations or orders, air-traffic restrictions, acts of God, terrorism, strikes, lockouts, riots, civil disobedience, national emergencies, unavailability of fuel, weather or any other events beyond SCA's reasonable control), SCA shall refund the amount paid for any canceled air transportation in accordance with applicable DOT Regulations. Charterer's acceptance of such refund shall constitute a release on behalf of the Charterer and all passengers of any claims against SCA, its officers, directors, employees or agents arising out of or in connection with the cancellation, whether or not such cancellation is due to any negligent act or omission by SCA and SCA shall have no further responsibility or liability to Charterer and the Passengers for loss, damage, cost or expense arising out of any such cancellation, delay, or rerouting. The limited right to cancellation reserved to SCA under this Article shall be in addition to, and not in place of or in derogation of, any and all other rights which SCA may otherwise have under this Agreement or at law or in equity. SCA may, but shall have no obligation, to re-route passengers affected by such cancellation on the lowest class of the first available service, or via any other means of transportation.
- B. **Liability for Death or Personal Injury:** SCA's liability for death or personal injury to passengers shall be subject to the limitations contained within the provisions of the Convention for the Unification of Certain Rules for International Carriage by air (Montreal, 1999), as those rules might be amended. SCA does not stipulate to higher limits.
- C. **Weather:** SCA shall not be liable to provide any amenities to any passenger when such flight has been delayed or canceled due to US Weather Bureau observations or forecasts which indicate that the environmental conditions at the various airports of arrival and/or departure or along the feasible route of flight, would result in a possible danger to the aircraft, passengers or crews, or may result in closure of the airport of arrival or departure due to weather conditions which would be less than the minimum allowed for landing or take-off as required by the FAA.
- D. The Charterer expressly agrees to provide reasonable notice to its passengers of SCA's limited liability for loss or damage and death or personal injury to passengers as set forth above. The Charterer assumes the duty to notify all the passengers in writing and to provide such notification at the Charterer's sole expense. The Charterer shall, subject to applicable laws relating to immunity and liability limitations including but not limited to those contained in Section I., Subsection 7 herein, indemnify and hold SCA harmless from all liability, damage, expense or loss caused by or arising out of any act or omission by Charterer which is a breach of the provision of this Agreement or is a breach or violation of Applicable Laws.

**MN Airlines, LLC, d/b/a Sun Country Airlines**  
 By:   
 Print Name: **Tony Loeks**  
 Title: **Director Schedule Planning**  
 Date: 4-29-15

**Charterer: Boise State University**  
 By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ADDENDUM A TO CHARTER AGREEMENT**

**Between**

**MN Airlines, LLC d/b/a Sun Country Airlines (SCA)**  
1300 Mendota Heights Road, Mendota Heights, MN 55120  
Telephone 651-681-3900 Facsimile 651-681-3901 SITA HDQMKSJ

**And**

**Boise State University (Charterer)**  
Attn: Mike Carr, University Plaza, 960 Broadway Ave., Ste. 300, Boise, ID 83703  
Phone 208-426-1802 email [mikecarr@boisestate.edu](mailto:mikecarr@boisestate.edu)

**For Charter Operations**, Charterer verifies that it is a US Citizen as defined in Section 380.2 of the Department of Transportation Regulations. Charterer also verifies the transportation secured from SCA meets the following Department of Transportation definition: (check one)  
 Scheduled Air Transportation     Public charter     Single Entity Charter     Pro Rata Charter

SCA will contract to Boise State University Football, the aircraft described below for the flight segments and aircraft and/or seats described below and/or attached hereto.

**Contract Period: September 11, 2015 through November 27, 2015**

<b>Aircraft: 737-800</b>	<b>A/C Seats: 162 seats</b>	<b>Base Fuel Price: \$3.50/gallon Aircraft positioning to/from LAS for fuel reconciliation purposes.</b>
		<b>Contracted for 160 passengers</b>

**ROUTING SUMMARY:**

Date	Dept	Arrival	Flight #	From	To	Remarks
Friday, September 11, 2015	TBD	TBD	TBD	BOI	PVU	
Saturday, September 12, 2015	TBD	TBD	TBD	PVU	BOI	\$65,700.00
Thursday, September 24, 2015	TBD	TBD	TBD	BOI	CHO	
Saturday, September 26, 2015	TBD	TBD	TBD	CHO	BOI	\$131,000.00 Max ACL 33,000lbs
Friday, October 9, 2015	TBD	TBD	TBD	BOI	FNL	
Saturday, October 10, 2015	TBD	TBD	TBD	FNL	BOI	\$71,550.00
Friday, October 30, 2015	TBD	TBD	TBD	BOI	LAS	
Saturday, October 31, 2015	TBD	TBD	TBD	LAS	BOI	\$72,550.00
Friday, November 27, 2015	TBD	TBD	TBD	BOI	SJC	
Saturday, November 28, 2015	TBD	TBD	TBD	SJC	BOI	\$71,350.00

**PRICE AND SCHEDULE OF PAYMENT**

**Charter price, including taxes and fees: \$412,150.00**  
**Non refundable security deposit due upon signing: \$41,215.00**  
**Balance of \$59,130.00 due July 13, 2015**  
**Balance of \$117,900.00 due July 24, 2015**  
**Balance of \$64,395.00 due August 10, 2015**  
**Balance of \$65,295.00 due August 31, 2015**  
**Balance of \$64,215.00 due September 28, 2015**  
**Taxes included in the pricing, 7.5% US FET, \$5.60 per segment US AY tax when applicable, \$4.00 per segment US ZP tax and \$4.50 per segment US XF tax.**  
**Payments shall be made by DIRECT WIRE TRANSFER to:**  
**Penn Liberty Bank**  
**724 West Lancaster Ave., Ste. 210, Wayne, PA 19087**



**CONSENT AGENDA**

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**ATTACHMENT 3**

**Phone: 610-535-4891 Randy Mintz**  
**Routing #031918844, Bank Account #1015006131**  
**Account Name: MN Airlines dba Sun Country Airlines Escrow Account**

**Remarks: A valid government issued photo ID or passport is required for travel. A passenger manifest must be sent to manifests@suncountry.com no later than 72 hours prior to departure. The passenger manifest must include passenger's first, middle and last name, date of birth and gender. Pricing includes Ramp operations and Athletic Beverages. Maximum payload is 39,000 pounds except the Charlottesville trip, the maximum payload is 33,000.**

**MN Airlines, LLC, d/b/a Sun Country Airlines**  
**By:** *Tony Loeks*  
**Print Name: Tony Loeks**  
**Title: Director Schedule Planning**  
**Date:** *4-29-15*

**Charterer: Boise State University**  
**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**CONSENT AGENDA**  
**JUNE 18, 2015**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Video Board, Close Captioning Displays and Scoreboards for Taco Bell Arena

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.

**BACKGROUND/DISCUSSION**

Boise State University (BSU) requests permission to purchase a new video board, four new scoreboards and two new closed captioning displays for the Taco Bell Arena. The proposed four-sided, center-hung video board measures approximately 8.5' x 14.3' on each side. The four corner scoreboards measure approximately 5.5' x 21.5'; the two closed captioning displays are 2.5' by 30'.

The current video board was installed in 2002 and is near the end of its useful life. The corner scoreboards were installed in 2000. There are currently no closed captioning displays in the Taco Bell Arena; in order to comply with the Americans with Disabilities Act of 1990 (ADA), BSU must provide closed captioning displays within the Arena.

The current scoreboard is in need of replacement due to age and functional obsolescence. A new video board and new scoreboards will enhance the game experience for sporting events and other BSU functions held in Taco Bell Arena and will create enhanced revenue opportunities through digital advertising capabilities.

**IMPACT**

Learfield is managing the procurement and installation process. Based on initial estimates, the cost of the video board, scoreboard and closed captioning displays installed is \$1,500,000.

The following funding sources have been identified:

Learfield	\$ 790,000
Donations	\$ 50,000
Athletics Reserves	<u>\$ 660,000</u>
	\$1,500,000

If the projected final cost exceeds \$1.5 million, Athletics will secure additional donations to fund the balance or reduce the scope of the project.

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**STAFF COMMENTS AND RECOMMENDATIONS**

Based on the athletics budget reports presented to the Board at its February 2015 meeting, BSU is projecting an ending fund balance of \$963,680. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to purchase a video board, score board, and closed captioning displays for placement in the Taco Bell Arena at a cost not to exceed \$1.5 million.

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

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Idaho Water Center - Partial termination of sublease with CH2M HILL and simultaneous sublease to St Luke's Regional Medical Center.

**REFERENCE**

December 2004	Regent's approval of original sublease to CH2M HILL
October 2006	Regent's approval of First Amendment to Sublease
October 2009	Regent's approval of Second Amendment to Sublease
April 2013	Regent's approval of Third Amendment to Sublease

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.1.5.b(i)

**BACKGROUND/DISCUSSION**

In 2005, the University of Idaho (UI) subleased approximately 50,000 square feet of the Idaho Water Center to CH2M HILL. In 2007, the sublease was amended to permit expansion of CH2M HILL offices into an additional 5200 square feet. In 2010, the sublease was amended to extend the existing sublease, permit a reduction in space leased, and establish a rental rate consistent with the local market. In April 2013, the sublease was amended to extend the sublease term and revise other business terms. Recently, CH2M HILL asked to vacate a portion of its leased space one year earlier than permitted by the existing agreement. They have also found a replacement tenant, St Luke's Regional Medical Center (St. Luke's), that will sublease this vacated space for the balance of the CH2M Hill term and continue to sublease at current market rates, with escalation, to 2020.

UI seeks approval to amend the CH2M HILL sublease accordingly, and to enter into a new sublease with St. Luke's. The new sublease establishes terms for St Luke's which are practically identical to the lease terms of its predecessor. The new sublease payment schedule matches the amount which CH2M HILL had been obligated to pay under the prior terms, but recalibrates the rent for future years to represent an agreement of current market rates for this space for the extended term. The proposed amendment and new sublease would take effect July 1, 2015.

**IMPACT**

These leasing revisions require very minimal tenant improvement (painting touch up, carpet cleaning, etc.) generally required for basic building care. These will be covered by annual lease income from St. Luke's starting at \$107,000 for the first year and recalibrated to \$104,000 for the second year with 2% escalations for

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each year of the term thereafter. CH2M HILL will continue to occupy the balance of its space under the terms of its 2013 sublease, amended for the reduction in leased space transferred to St. Luke's. The proposed amendment and new sublease allow the UI to maintain a substantial income from rent and introduce a new and potentially long term tenant in the Idaho Water Center, complementing other tenants and activities in the building, without requiring substantial tenant improvement costs.

**ATTACHMENTS**

Attachment 1 – Draft Sublease Amendment – CH2M HILL	Page 3
Attachment 2 – Draft Sublease to St Luke's	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho for authority to amend the existing sublease with CH2M HILL and to enter into a new sublease with St Luke's Regional Medical Center, both in substantial conformance to the forms submitted to the Board in Attachments 1 and 2; and to authorize the University's Vice President for Finance to execute these and any other related transactional documents.

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

**FOURTH AMENDMENT TO SUBLEASE**

This FOURTH AMENDMENT TO SUBLEASE (the “Fourth Amendment”) is made and entered into upon the date all parties have executed and consented to this Fourth Amendment by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (the “Sublessor”), and CH2M HILL, INC., a Florida corporation (the “Sublessee”), collectively, the “Parties”.

WHEREAS, this Fourth Amendment shall revise the Sublease dated December 21, 2004, and which commenced on June 24, 2005, including as said Sublease was subsequently amended between the Parties.

WHEREAS, the terms of this Fourth Amendment shall be binding upon signature by both Parties, and shall go into effect at midnight on July 1, 2015. The terms of the Sublease as previously amended shall remain in place and be controlling through June 30, 2015.

Now, THEREFORE, in consideration of the mutual promises contained herein, Sublessor and Sublessee include the above paragraph in the terms herein and further agree as follows:

A. Section 1.4 as previously amended and Exhibit B Third Amendment of the Sublease are hereby deleted and replaced with the following amended Section 1.4 and the attached “Exhibit B Fourth Amendment”:

**“1.4 Premises.** The “**Premises**” are located within the Idaho Water Center, 322 E Front St, Boise ID and comprise 35,977 rentable square feet as shown on the attached **Exhibit B Fourth Amendment**.”

B. Section 1.9 as previously amended and Exhibit E Third Amendment of the Sublease are hereby deleted and Section 1.9 shall be intentionally left blank so as not to affect subsequent section numbering.

C. Section 1.11 of the Sublease as previously amended is hereby deleted and Section 1.11 shall be intentionally left blank so as not to affect subsequent section numbering.

D. If there is any conflict between the terms and provisions of this Fourth Amendment and the terms and provisions of the Sublease as previously amended, the terms and provisions of this Fourth Amendment shall govern. Except as specifically set forth herein, all other provisions of the Sublease as previously amended shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment on the date(s) set forth below.

SUBLESSEE

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Date

SUBLESSOR

\_\_\_\_\_  
Ronald E. Smith, Vice-President  
Finance & Administration

\_\_\_\_\_  
Date

IDAHO STATE BUILDING AUTHORITY CONSENT

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

Its: \_\_\_\_\_

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

University of Idaho

Exhibit B to Fourth Amendment to Sublease  
Board of Regents University of Idaho/CH2M HILL

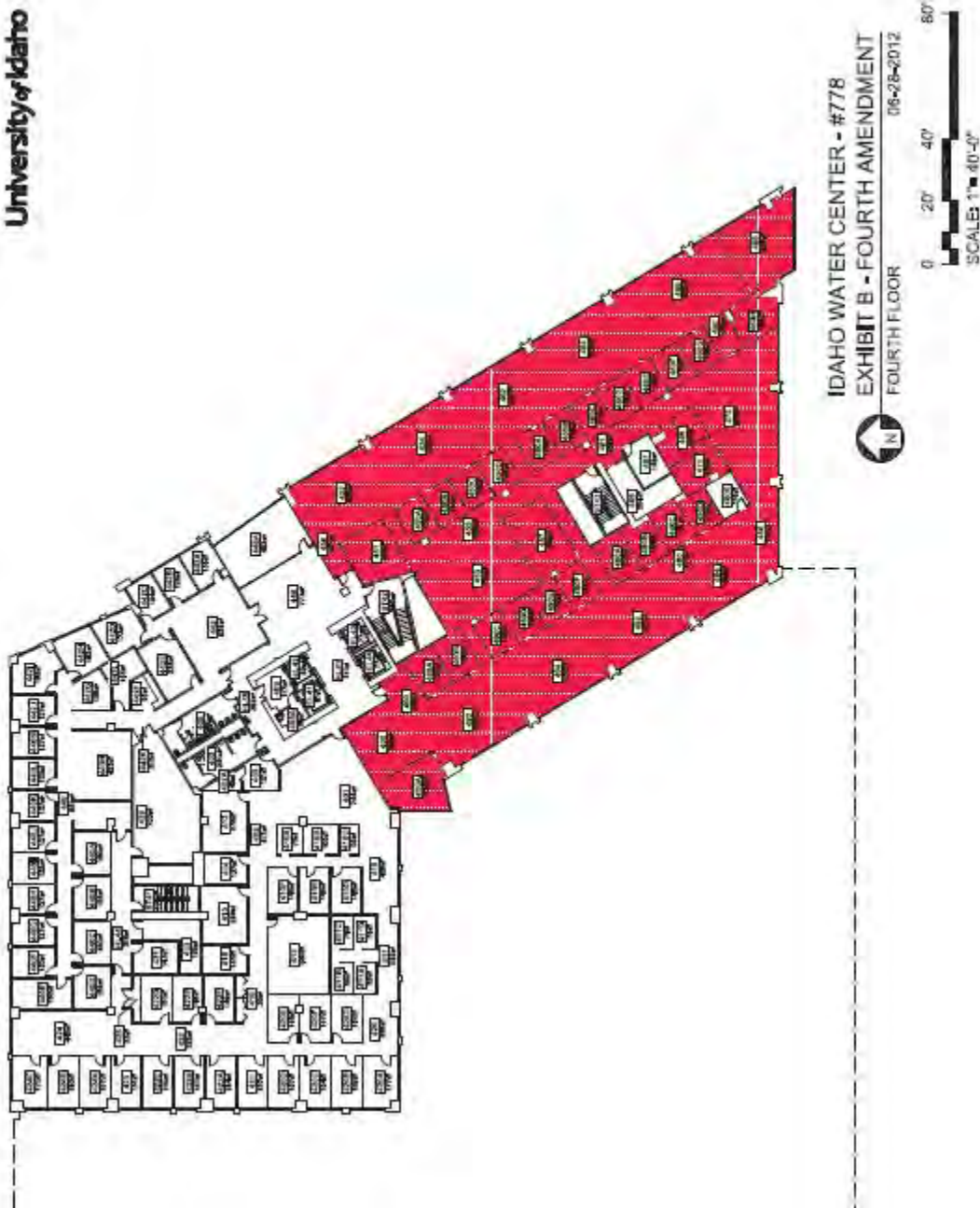




University of Idaho



University of Idaho



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## SUBLEASE

This Sublease (“**Sublease**”) dated June \_\_\_\_\_, 2015 for reference only and will be effective July 1, 2015, between the **Board of Regents of the University of Idaho**, a state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (“**Sublessor**”) and **St. Luke’s Regional Medical Center, Ltd.**, an Idaho non-profit corporation (“**Sublessee**”).

### 1 BASIC PROVISIONS.

The following basic provisions are a part of this Sublease:

**1.1 Sublessor.** The Board of Regents of the University of Idaho is the “**Sublessor**” whose current mailing address is Vice President for Finance and Administration, 875 Perimeter Dr MS 3168, Moscow ID 83844-3168.

**1.2 Sublessee.** St. Luke’s Regional Medical Center, Ltd. is the “**Sublessee**” whose current mailing address is 190 E Bannock St, Boise ID 83712.

**1.3 Underlying Lease.** This Sublease is subordinate to and subject to the terms and conditions of the Facilities Lease (Idaho Water Center) (“**Lease**”) dated December 17, 2002, said Lease being entered into by and between the Idaho State Building Authority and the State of Idaho, as shown on attached **Exhibit A**. Sublessor shall seek any and all consents required to sublease as required by said Lease. Sublease shall not become effective unless and until written consent is provided by the Idaho State Building Authority.

**1.4 Premises.** The “**Premises**” are located within the Idaho Water Center, 322 E Front St, Boise ID and comprise 5995 rentable square feet as shown on the attached **Exhibit B**.

**1.5 Permitted Use.** The use of the Premises permitted under this Sublease shall be limited to administrative office uses for Sublessee, except as may otherwise be authorized in writing by Sublessor (“**Permitted Use**”). It is agreed to by the parties that medical services will not be provided to Sublessee’s patients/clients on these Premises.

**1.6 Term and Commencement Date.** This Sublease shall commence on July 1, 2015 (the “**Commencement Date**”) and shall end on June 30, 2020 (“**Term**”).

**1.7 Base Rent.** Effective July 1, 2015, Sublessee shall pay rent (“**Base Rent**”), at a rate of \$17.95 per rentable square foot of Premises per year for the first year of the Term. Base Rent rate shall be \$17.34 per rentable square foot for the second year of the Term. Base Rent shall be \$17.69 per rentable square foot for the third year of the Term. Base Rent shall be \$18.04 per rentable square foot for the fourth year of the Term. Base Rent shall be \$18.40 per rentable square foot for the fifth year of the Term. The Base Rent for the Term is inclusive of Sublessee’s share of service and operating expenses as listed in **Exhibit C** subject to operating expense adjustment as described in Section 5.10 of this Sublease. Base Rent shall be paid monthly.

**1.8 Parking.** Sublessee is responsible for acquiring any parking permits Sublessee requires to utilize available public parking facilities.

## 2 GRANT OF PREMISES AND POSSESSION.

**2.1 Grant of Premises.** Sublessor subleases to Sublessee and Sublessee subleases from Sublessor the Premises subject to the terms and conditions of this Sublease.

**2.2 Possession.** Sublessor shall deliver possession of the Premises (including the rights, privileges, benefits, rights-of-way and easements now or in the future appurtenant to the Premises) to Sublessee on the Commencement Date. During the Term, Sublessor covenants on behalf of itself and its respective successors and assigns to provide quiet and peaceable possession of the Premises to Sublessee subject to the provisions of this Sublease and the Lease referenced in Section 1.3. Sublessor warrants, to the best of its knowledge that the project is in compliance with the Americans with Disabilities Act as it existed at the effective date of this Sublease, and that Sublessee shall not be responsible for costs to bring the common areas of the building into compliance with the Americans with Disabilities Act.

**2.3 Access.** Sublessee shall have access to Premises and operating elevators twenty-four hours per day, 365 days per year. Sublessee shall have non-exclusive use of any common areas convenient to access or support the use of Premises (including but not limited to bathrooms, service areas, building lobby, hallways, stairways).

## 3 TERM.

**3.1 Term.** This Lease shall commence on July 1, 2015 and shall end on June 30, 2020.

**3.2 Renewal.** Sublessee, with written notice provided to Sublessor prior to January 1, 2020, shall be entitled to extend this Sublease from July 1, 2020 through June 30, 2025 ("Renewal Term"). For the Renewal Term, Sublessee shall pay \$18.40 per rentable square foot per year for the first year of the Renewal Term as Base Rent. Base Rent shall escalate 3% for each subsequent year of the Renewal Term.

**3.3 Cancellation of Term.** Sublessee, with written notice provided to Sublessor by no later than January 1, 2018, may terminate this Sublease on June 30, 2018. In the event Sublessee exercises this cancellation right in 2018, Sublessee shall pay Sublessor a fee of \$18,000 at the time of notice. Sublessee, with written notice provided to Sublessor by no later than January 1, 2019, may terminate this Sublease on June 30, 2019. In the event Sublessee exercises this cancellation right in 2019, Sublessee shall pay Sublessor a fee of \$10,000 at the time of notice.

## 4 RENT.

**4.1 Definition of Rent.** The word "**Rent**" includes the amount identified in Section 1.7 and other costs, if any, assigned to the Sublessee by this Sublease.

**4.2 Payment of Rent.** Sublessee agrees to pay Sublessor, without offset or deduction for any reason, the Rent for the Premises as and when provided herein.

**4.3 Date and Form of Rent Payments.** Rent for the first month shall be paid on or before the Commencement Date and on or before the first day of each subsequent month for the duration of the Term, and Renewal Term, unless otherwise expressly agreed in writing by both parties. Payment to Sublessor shall be made payable to "Bursar, University of Idaho", and mailed to "University of Idaho, ATTN: Oppenheimer Development Corporation, 877 Main St Suite 700, Boise ID 83702" or such different address or person as Sublessor shall provide to Sublessee by written notice.

**4.4 Partial Payments.** Acceptance by Sublessor of any partial payment of Rent shall not constitute a waiver of the obligation of the Sublessee to pay the full amount of the Rent payment then due.

## **5 OPERATION OF PREMISES.**

**5.1 Sublessee's Use of Premises.** Premises shall be occupied and used by Sublessee only for the Permitted Use and for no other purpose. Sublessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures. Sublessee further covenants that it will return the Premises at the termination of this Sublease to Sublessor in the same condition as originally received, reasonable wear and tear excepted.

**5.2 Sublessor's and Sublessee's Obligations.** Sublessor shall provide custodial, maintenance, and other building-wide services such as building alarm and security systems. Any other services are the responsibility of Sublessee, but shall be approved by Sublessor prior to initiation on Premises. Sublessor or Sublessor's contractor will perform all maintenance and repairs to Premises. Sublessee hereby acknowledges its acceptance of Premises in their existing condition and without tenant improvement or repair prior to occupancy. Any repairs or other work necessitated by the intentional conduct or omission of either party by its employees, agents, guests and invitees shall be paid exclusively by the party causing such repair or other work. Sublessee shall comply with all building rules and regulations as shown on Exhibit D. Sublessor shall notify Sublessee of any changes to these building rules and regulations made during the Term.

**5.3 Utilities.** Sublessor shall be responsible for and shall promptly pay all charges, when due, for water, natural gas, electricity, and any other utility or other service (excluding phone, cable television, and internet services used by Sublessee) used upon or furnished to the Premises. Sublessor shall provide HVAC on Monday through Saturday from 7:30 am to 10:00 pm. Should Sublessee require HVAC service outside the hours listed above, Sublessee shall pay at a rate consistent with the cost of providing the extra HVAC service. Unless failure or interruption of services is caused by the intentional act or omission of the Sublessor, Sublessor shall not be liable in damages or otherwise for any failure or interruption of (i) any utility service being furnished to the Premises, or (ii) the heating, ventilating and air conditioning system. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Sublessee to terminate this Sublease or to abate the payments Sublessee is required to make under this Sublease, unless such failure or interruption is caused by the intentional act or omission of the Sublessor. For the purposes of this section "intentional act" shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Sublessor or proper building management authority. To the extent any interruption can be scheduled or otherwise anticipated, Sublessor shall provide Sublessee with no less than twenty-four hour notice prior to such interruption.

**5.4 Signs.** No permanent signs shall be installed to the Premises or improved by Sublessee without Sublessor's prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. All such installation, replacement, improvement or maintenance of signs shall be at Sublessee's sole expense. All signs placed or maintained on the Premises are subject to and shall comply with all rules, applicable ordinances and public regulations (including standards and requirements established by the Civic Plaza Condominium Declaration). Subject to the specific consent described above, it is the Sublessor's intent to approve building signage in approximate proportion to Sublessee's share of occupancy of the building.

**5.5 Modification to Premises by Sublessee.** Sublessee shall neither make nor undertake any modification or improvement to the Premises unless and except Sublessor has given its prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. In all events, such modification of the Premises shall comply with all of the following requirements:

(a) Sublessee shall supply Sublessor with a complete set of construction drawings for Sublessor's review and approval at least thirty (30) days prior to Sublessee's proposed commencement of any construction work; and

(b) Sublessee may perform construction as provided by Section 5.5 or Sublessee shall retain a licensed and bonded contractor, approved in writing by Sublessor, to perform any construction work (for alterations, repair of fire or casualty, or other construction). The contractor shall carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction.

**5.6 Hazardous Material Use.** Sublessee and Sublessor shall not cause or permit any Hazardous Material to be brought upon, kept, used, disposed, or discharged, in, on, from or about the Premises by their agents, employees, contractors, customers, clients, guests or invitees except as incidental to Sublessee's permitted use of the Premises, and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Sublessor shall comply with all applicable laws and regulations regulating the use, reporting, storage, discharge and disposal of Hazardous Material. As used in the Sublease, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl ("PCB"), (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. §6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601), (viii) defined as a "regulated substance" pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991, (ix) considered a "hazardous chemical substance and mixture" pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. § 2605), or (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136).

**5.7 Real and Personal Property Taxes.**

**5.7.1 Payment of Taxes.** Sublessee shall be responsible for payment of any personal property taxes levied against the Sublessee's or its sub-tenant's personal property.

**5.7.2 Tax on Rent.** Should any government impose a tax, assessment, gross receipts tax, transaction tax, privilege tax, sales tax or similar tax (other than an income or franchise tax) on the Rent, including taxes on any utility services, such taxes and assessments shall be paid by Sublessee.

**5.8 Covenant Against Liens.** Sublessee will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at Sublessee's sole expense, any mechanics' lien or similar lien against the Premises which is created or caused to be created by Sublessee's work on the Premises. Sublessee has no authority or power to cause or permit any mechanics' lien or similar lien created by act of Sublessee, operation of laws, or otherwise to attach to or be placed upon Sublessor's title or interest in the Premises. Any lien against the Sublessee shall attach only to Sublessee's leasehold interest in the Premises. Sublessee may contest, at Sublessee's sole expense, any lien, and the lien may remain pending resolution of the challenge. Sublessee shall indemnify and hold Sublessor harmless from any and all loss, damage or expense occasioned by the lien and shall provide such security as Sublessor may reasonably demand. If the lien is adjudged to be valid, Sublessee shall promptly pay and discharge the lien.

**5.9 Sublessor's Right of Entry.** Sublessor shall be entitled to enter the Premises in a manner that does not unreasonably interfere with Sublessee's permitted use of the Premises.

**5.10 Operating Expense and Cost Adjustment During Term.** Operating expenses for Premises are included in the Base Rent up to the amount of total actual operating expenses established in the 2014 calendar year ("Base Year Operating Expense"). The components and established amounts of Base Year Operating Expense are shown in Exhibit C and shall at no time include capital costs. Total building operating expenses (based on full building occupancy) shall be calculated by Sublessor at the end of 2015 and each calendar year of the Term (or any renewal terms) thereafter (or partial calendar year if permitted sublease termination or cancellation occurs before the end of any calendar year). Sublessee's share of building operating expenses is 2.91%. If during any calendar year the actual operating expenses for that year are greater than the Base Year Operating Expense, Sublessee shall pay its pro-rata share of the increase in actual operating expenses of the building for that year in which such actual operating expenses exceed Base Year Operating Expense. If the operating expenses of any year are less than the Base Year Operating Expense, Sublessee shall be credited with its pro-rata share of such decrease in actual operating expenses. The increase or decrease shall be referred to as the "Adjustment Amount". The Adjustment Amount shall be considered Rent and included as a single additional payment (or credit) within thirty days of billing (or payment) notification by Sublessor or Sublessor's billing agent. In the last year of the Sublease Term or Renewal Term, the Adjustment Amount shall be paid or credited upon notification of billing (or payment) for the Adjustment Amount which may be calculated and noticed after the Term and Sublease have expired. Expense information to support the determination of actual building operating expenses for each year, including the 2014 base year, shall be provided by Sublessor within a reasonable time upon request by Sublessee. Sublessee shall have the right to audit such operating expenses, and if such audit should prove an error of more than \$1000 for any year, such error shall be adjusted between the parties and, if the error causes an increase in operating expenses, Sublessee shall pay its pro-rata share of such increase to Sublessor. If the error causes a decrease in operating expenses, Sublessor shall credit the Sublessee its pro rata share of such decrease.

## **6 CHANGES IN THE PARTIES.**

**6.1 Relationship of Parties.** Nothing contained in this Sublease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the method of computation of Rent nor any other provision of this Lease, nor any act of the parties, shall be deemed to create any relationship other than that of tenant and landlord.

**6.2 Successors and Assigns.** This Sublease shall benefit and bind the successors and permitted assigns of the parties.

**6.3 Sublessee Assignment and Sub-Sublease of Premises.** Any assignment or sub-sublease shall be subject to the provisions of the Lease and other legally recorded covenants of restrictions, placed on the Premises. Subject to these limitations, Sublessee may, upon notice to but without written approval from Sublessor assign its interests under this Sublease, as amended, to (a) any entity resulting from a merger or consolidation with Sublessee, (b) any entity succeeding to the business and assets of Sublessee, or (c) any affiliated subsidiary or related company of Sublessee. Aside from these listed exceptions, Sublessee may NOT assign or sublet all or a part of its interests in this Sublease as amended unless Sublessee first obtains the written consent of Sublessor, which consent shall be based upon Sublessor's determination that the new party's business and activities and intended use of the Premises are in Sublessor's reasonable judgment consistent with the current occupancy of the remaining building. Sublessor's consent based upon this judgment shall not be unreasonably withheld or delayed. Any losses or profits sustained from such sub-sublease shall accrue to the Sublessee.



**6.4 Sublessor's Transfer.** Sublessor may sell, assign or otherwise transfer the Premises. If Sublessor should sell, transfer, or terminate Sublessor's interest in the Premises, then effective with the date of the sale, transfer, or termination, Sublessor shall be released and discharged from any and all further obligations and responsibilities under this Sublease (except those already accrued) upon written assumption by the buyer or transferee of Sublessor's liabilities under this Sublease.

**6.5 Attornment.** Sublessee shall attorn to, and recognize as successor Sublessor under this Sublease, any person that purchases or obtains title to the Premises or to Sublessor's leasehold pursuant to a conveyance by Sublessor.

**6.6 Subordination.** Sublessee agrees that this Sublease is and shall remain subordinate to the Lease and any subsequent mortgage or deed of trust encumbering the Premises, together with any renewals, modifications or extensions of subsequent mortgages or deeds of trust. This subordination is self-operative without the need for any further document or instrument. Upon Sublessor's request, Sublessee shall execute reasonable instruments that are reasonably required to subordinate this Sublease to mortgages or deeds of trust made by Sublessor or the Idaho State Building Authority.

**6.7 Estoppel Certificate.** From time to time upon not less than fifteen (15) business days prior written request by a party, the other party will deliver to the requesting party a certificate in writing stating, if accurate (i) that this Sublease is unmodified and in full force and effect (or that the Sublease as modified is in full force and effect, describing the modifications), (ii) that the rents and other charges have been paid to date, and (iii) that the requesting party is not in default under any provision under this Sublease (or, if in default, the nature of the default). If the party shall fail to respond within thirty (30) business days of receipt the written request for the estoppel certificate, the party shall be deemed to have given the certificate without modification.

## **7 LOSS AND DAMAGE TO PREMISES.**

**7.1 Sublessee's Possession at Own Risk.** Sublessee covenants and agrees that neither Sublessor nor its agents shall be liable in any way for personal injuries or property damages sustained by Sublessee, its employees, visitors, or by any occupant of the subleased Premises, or by any other persons or organizations claiming through Sublessee, resulting from the condition, state of repair, or use of the subleased Premises, or any part thereof, or of any equipment therein or appurtenances thereto, or resulting from any act or negligence of Sublessee or of any other person or persons excepting the Sublessor or its agent. Neither Sublessor nor its agents shall be liable for damage to Sublessee's personal property or for any loss suffered by Sublessee caused in any manner whatsoever, except when Sublessor or its agents willfully or negligently causes such damage or loss.

**7.2 Insurance.** As provided by the underlying Lease, the State of Idaho maintains an insurance policy (or policies) insuring the Premises. Sublessee shall obtain the following types and amounts of insurance: i) Commercial General and Umbrella Liability Insurance, maintaining commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate, ii) CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract, iii) Sublessee shall maintain Automobile Liability in the amount of \$1,000,000 Combined Single Limit, such coverage shall include Non-Owned and Hired Car coverage, and iv) Sublessee shall maintain all statutorily required Workers Compensation coverages, including Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000. Sublessee's insurer's shall have a Best's rating (or equivalent) of AV or better and be licensed and admitted in Idaho. Sublessee shall furnish Sublessor with a certificate of insurance executed by a duly authorized representative of each insurer,

showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Sublessor may choose to maintain. The certificate of insurance shall list the Sublessor as "State of Idaho and the Board of Regents of the University of Idaho, Attn: Risk Management, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162" as the Certificate Holder. All certificates shall provide for thirty days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate. All policies shall name Certificate Holder as an additional insured. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sublessee's obligation to maintain such insurance. Failure to maintain the required insurance may result in default as provided herein. By requiring this insurance, Sublessor does not represent that coverage and limits will necessarily be adequate to protect Sublessee, and such coverage and limits shall not be deemed as a limitation on Sublessee's liability under the terms of this Sublease as amended.

**7.3 Sublessee's Personal Property Insurance.** No insurance is provided by Sublessor for Sublessee's personal property. Sublessee shall insure and be solely responsible for insurance coverage on personal property, of every kind or nature, which is not part of the Premises or owned by Sublessor. Sublessee shall, at Sublessee's sole cost and expense, either obtain the insurance Sublessee deems advisable, or shall be deemed to be self-insured. Sublessee waives all rights on insurance purchased by the Sublessor (if any).

**7.4 Waiver of Subrogation.** To the extent permitted by their respective insurers, Sublessor and Sublessee (and each person claiming an interest in the Premises through Sublessor or Sublessee) release and waive their entire right of recovery against the other for direct, incidental or consequential or other loss or damage arising out of, or incident to, the perils covered by property insurance carried by each party, whether due to the negligence of Sublessor or Sublessee. If necessary, all insurance policies may be endorsed to evidence this waiver.

**7.5 Effect of One Party's Actions on Other Party's Insurance.** Neither party shall do or permit to be done anything that shall invalidate any insurance carried by the other party.

**7.6 Condemnation.** Subject to the provisions of Section 10.1 of the Lease (as defined in Section 1.3 of this Sublease), if any material portion of the Premises is permanently condemned or taken under any governmental law, ordinance or regulation, by right of eminent domain, or by deed in lieu, then either party may, at its sole option and upon written notice to the other given within fourteen (14) days following the date the condemning authority takes title or possession, whichever comes first ("date of taking"), terminate this Sublease effective on the date of taking. For purposes of this Section 7.6, a "material" portion of the building means such portion of the building as would render the remaining portion of the building insufficient for Sublessee's continuing needs. Upon receipt of notice of any proposed condemnation, the receiving party shall promptly notify the other party. Sublessor may reserve all rights to damages to the Premises for any taking or condemnation of all or any portion of the Premises.

**7.7 Damage or Destruction of Premises.** In the event of damage to or destruction of the improvements to the Premises by fire or other casualty, except for damage caused by the negligence or willful act or omission of Sublessee, and subject to the terms of the underlying Lease, the Sublessor may at its option either (a) promptly repair such damage or cause such damage to be repaired, in which event the Sublease shall continue in full force and effect, or (b) terminate the Sublease as of the date of such damage, by giving Sublessee written notice thereof within thirty (30) days of the damage. In the event the damage is caused by the negligence or willful act or omission of the Sublessee, Sublessee shall be obligated to provide insurance proceeds to the extent such proceeds are available to repair, restore or rebuild and Sublessee shall deliver all insurance proceeds and/or assign any causes of action it may possess against any person or entity to Sublessor. If Sublessor elects to proceed under subsection (a)

above, during the period of damage, distribution, repair, restoration or rebuilding, this Sublease shall remain in effect; and there shall be no abatement of rent provided, however, Sublessee shall be entitled to recoup any loss of use over the twelve (12) months following restoration of the Premises.

## **8 DEFAULT BY SUBLESSEE OR SUBLESSOR.**

**8.1 Default by Sublessee.** Sublessee shall be in default under this Sublease if any of the following occur: (i) Sublessee fails to pay when due any Rent or other payment required to be paid by Lessee under this Sublease; (ii) Sublessee fails to perform or observe any other covenant, agreement or condition which Sublessee is required to perform or observe and the failure shall not be cured within thirty (30) calendar days after delivery of written notice to Sublessee of the failure (or, if the cure cannot be effected within the thirty day period, then within the additional period of time as may be required to cure the default provided Sublessee is diligently and continuously pursuing the cure to completion); (iii) Sublessee is named as a debtor in any voluntary or involuntary bankruptcy proceeding; (iv) substantially all of Sublessee's assets are placed in receivership or are subjected to attachment or other judiciary seizure; (v) Sublessee makes or suffers a general assignment for the benefit of creditors; or (vi) Sublessee vacates all or a substantial portion of the Premises and also ceases payment of rent for any portion of the Premises.

**8.2 Remedies of Sublessor.** In the event of Sublessee's default as set forth in Section 8.1, Sublessor shall have the remedies set forth in this Sublease by the giving of prior written notice to Sublessee at any time during the continuance of the event of default. Sublessor's remedies are cumulative and not alternative remedies.

**8.2.1 Legal and Equitable Remedies.** Sublessor and Sublessee shall have all remedies available at law or in equity.

**8.2.2 Termination of Sublease.** In the event of a Sublessee default, in addition to all other rights and remedies available to Sublessor in law and equity, Sublessor may (i) change the locks and lock the doors to the Premises and exclude Sublessee from the Premises, (ii) enter the Premises and remove all persons and personal property therefrom without being liable for prosecution or any claim for damages for the removal, (iii) declare the Sublease terminated, (iv) commence litigation for the Rent due and to become due under the Sublease, and for any damages sustained by Sublessor, (v) continue the Sublease in effect and re-let the Premises on such terms and conditions as Sublessor may deem advisable, and (vi) hold the Sublessee liable for the Rent, the reasonable cost of obtaining possession of the Premises, the reasonable cost of reletting the Premises (including attorney's fees, broker's commissions and tenant improvements), less the Rents actually received from the reletting, if any.

**8.2.3 Advance.** In the event of Sublessee's default, Sublessor may remedy the default for the account and at the expense of Sublessee. If Sublessor at any time, by reason of the default, is compelled to pay, or elects to pay, any money or do any act which will require the payment of any money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting or prosecuting any action or proceeding to enforce Sublessor's rights under this Sublease, the money paid by Sublessor, with interest from the date of payment, shall be additional rent and shall be due from Sublessee to Sublessor as Rent.

**8.2.4 Interest on Delinquent Sums.** Whenever any sum due under this Sublease is not paid when due, it shall bear interest thereafter at five percent (5%) per annum.

**8.3 Default by Sublessor.** Sublessor shall be in default under this Sublease if Sublessor fails to supply agreed to services or otherwise perform or observe any covenant, agreement or condition which Sublessor is required to perform or observe and the failure shall not be cured within thirty (30) calendar days after delivery of written notice to Sublessor by Sublessee of the failure (or, if the cure cannot be

effected within the thirty-day period, then within the additional period of time as may be required to cure the default provided Sublessor is diligently and continuously pursuing the cure to completion).

**8.4 Remedies of Sublessee.** In the event of Sublessor's default as set forth in Section 8.3, Sublessee shall have all rights provided at law or in equity. Sublessee's obligation to pay Rent is independent of all other rights, and Sublessee may not withhold Rent from Sublessor or pay Rent to other parties or into any escrow or holding account because of the default or alleged default of Sublessor.

## **9 TERMINATION OF SUBLEASE.**

**9.1 Events of Termination.** This Sublease shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Sublessor and Sublessee; (ii) by Sublessor pursuant to the express provisions of this Sublease; (iii) by Sublessee pursuant to the express provisions of this Sublease; (iv) upon expiration of the Term (or exercised renewal terms) of this Sublease; (v) by reason of Section 7.6 or 7.7 relating to condemnation or destruction of the Premises.

**9.2 Surrender of Possession.** Upon termination of this Sublease, Sublessee will immediately surrender possession of the Premises to Sublessor. If possession is not immediately surrendered, Sublessor may, in compliance with the laws of the State of Idaho, re-enter and repossess the Premises and remove all persons or property.

**9.3 Holding Over.** If Sublessee fails to deliver actual possession of the Premises to Sublessor upon termination of this Sublease, Sublessor shall have all remedies available at law or in equity to a lessor or sublessor of real property in the State of Idaho, plus the following remedies: (i) Sublessor may recover damages from Sublessee in an amount equal to (a) the Rent applicable immediately prior to termination for each full or partial month that Sublessee fails to deliver actual possession of the Premises to Sublessor, and (b) all damages sustained by Sublessor by reason of Sublessee's failure to deliver actual possession of the Premises to Sublessor (including attorney's fees); or (ii) Sublessor may accept Sublessee's failure to deliver actual possession of the Premises to Sublessor as an irrevocable offer by Sublessee to renew this Sublease for a month to month period and shall entitle Sublessor to 150% of the prepaid Base Rent for the period that Sublessee fails to deliver actual possession of the Premises to Sublessor.

**9.4 Condition of Premises Upon Termination.** Sublessee, upon termination or abandonment of this Sublease or termination of Sublessee's right of possession, agrees as follows:

**9.4.1 Removal of Property.** Except as permitted by this Sublease, Sublessee shall not remove any alterations, improvements or additions made to the Premises by Sublessee or others, without the prior written consent of Sublessor, which consent may be withheld for any reason or for no reason. Upon termination, or within seven days thereafter, Sublessee shall remove, in a good and workmanlike manner, all personal property (including system furniture which may be attached to Premises) of Sublessee. Sublessee shall promptly repair all damage occasioned by such removal in a good and workmanlike manner. If Sublessee fails to remove any property, Sublessor may (i) accept the title to the property without credit or compensation to Sublessee, or (ii) remove and store the property, at Sublessee's expense, in any reasonable manner that Sublessor may choose.

**9.4.2 Restoration of Premises.** Sublessee shall restore the Premises to a broom clean condition and in the condition existing on the Commencement Date, with the exception of (i) ordinary wear and tear, and (ii) alterations, improvements and additions which Sublessor approved in writing prior to installation and which Sublessor has not directed Sublessee in writing to remove. If Sublessee fails to properly restore the Premises, Sublessor, at Sublessee's expense, may restore the Premises in any reasonable manner that Sublessor may choose.

## 10 CLAIMS AND DISPUTES.

**10.1 Rights and Remedies Cumulative.** Except where expressly provided otherwise in this Sublease, each party's rights and remedies described in this Sublease are cumulative and not alternative remedies.

**10.2 Non-waiver of Remedies.** A waiver of any condition stated in this Sublease shall not be implied by any neglect of a party to enforce any remedy available by reason of the failure to observe or perform the condition. A waiver by a party shall not affect any condition other than the one specified in the waiver and a waiver shall waive a specified condition only for the time and in the manner specifically stated in the waiver. The acceptance by Sublessor of rent or other money from Sublessee after termination of the Sublease, after termination of Sublessee's right of possession, after the occurrence of a default, or after institution of any remedy by Sublessor shall not alter, diminish, affect or waive the Sublease termination, termination of possession, default or remedy.

### 10.3 Indemnification.

**10.3.1 By Sublessor.** Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Sublessor agrees to indemnify and hold harmless Sublessee, its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Sublessor's possession, operations or performance under this Sublease and which are caused by the sole negligence of Sublessor, its agents and assigns. Sublessor shall promptly notify Sublessee of any such claims of which it has knowledge and shall cooperate fully with Sublessee or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligence on the part of the Sublessee, its agents or assigns.

**10.3.2 By Sublessee.** Sublessee agrees to indemnify and hold harmless Sublessor, its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Sublessee's possession, operations or performance under this Sublease and which are caused by the sole negligence of the Sublessee, its agents or assigns. Sublessee shall promptly notify the Sublessor of any such claims of which it has knowledge and shall cooperate fully with the Sublessor or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligence on the part of the Sublessor, its agents or assigns.

### 10.4 Hazardous Material Indemnification

**10.4.1 By Sublessor.** During and after the Term of this Sublease, and subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Sublessor shall indemnify and hold Sublessee harmless from any and all costs (including costs of remediation or clean-up and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of Sublessor's breach of the obligations stated in Section 5.6 regarding Hazardous Material. This indemnification of Sublessee by Sublessor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or

under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by Sublessor results in any contamination of the Premises, Sublessor shall promptly take all actions at Sublessor's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

**10.4.2 By Sublessee.** During and after the Term of this Sublease, Sublessee shall indemnify and hold Sublessor harmless from any and all costs (including costs of remediation or clean-up and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of Sublessee's breach of the obligations stated in Section 5.6 regarding Hazardous Material. This indemnification of Sublessor by Sublessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by Sublessee results in any contamination of the Premises, Sublessee shall promptly take all actions at Sublessee's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

**10.5 Effect of Sublessor's Insurance on Sublessee's Obligation.** From time to time and without obligation to do so, Sublessor may purchase insurance against damage or liability arising out of or related to the Premises. The purchase or failure to purchase insurance shall not release or waive the obligations of Sublessee set forth in this Sublease. Sublessee waives all claims on insurance purchased by Sublessor. Sublessee's insurance shall be the primary insurance for claims which are the responsibility of the Sublessee as provided by this Sublease, notwithstanding Sublessor's purchase of any additional or supplemental insurance coverage.

**10.6 Dispute Resolution.** If the parties disagree regarding the performance of this Sublease, then the parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussions, then the parties may agree to attempt to settle the disagreement in an amicable manner by mediation. Thereafter, any unresolved disagreement arising from or relating to this Sublease or a breach of this Sublease shall be resolved as provided by law. The provisions of this Section 10.6 shall not apply to disputes arising from Sublessee's default in the performance of any obligation to pay Rent.

**10.7 Attorney Fees and Costs.** If a party is in default under this Sublease, then the defaulting party shall pay to the other party reasonable attorney fees and costs (i) incurred by the other party after default and referral to an attorney and (ii) incurred by the prevailing party in any litigation (including any reasonable attorney fees on appeal).

**10.8 Interpretation.** The law of the State of Idaho shall govern this Sublease. The courts in the State of Idaho shall have exclusive jurisdiction. The invalidity of any portion of this Sublease shall not affect the validity of any other portion of this Sublease. This Sublease constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations. Whenever the consent of either party is required to an action under this Sublease, consent shall not be unreasonably withheld or delayed, unless otherwise expressly provided.

**11 GENERAL PROVISIONS.**

**11.1 Notices.** All notices of any kind and for any purpose under this Sublease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or by fax, or on the date of receipt if delivered by U.S. Mail or express courier. Proof of delivery shall be by affidavit of personal delivery, machine generated confirmation of fax transmission, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to the address set forth below:

**Sublessee:**

St Luke's Regional Medical Center, Ltd.  
190 E Bannock St  
Boise ID 83712  
Attn: Chris Roth

With a copy to:

St Luke's Health System, Ltd  
190 E Bannock St  
Boise ID 83712  
Attn: Legal Department

**Sublessor:**

Regents of the University of Idaho  
Vice President for Finance and Administration  
PO Box 443168  
Moscow ID 83844-3168

**11.2 Brokers.** Each party hereto represents and warrants to the other party that the representing party has no arrangement with any realtor, broker or agent in connection with the negotiations of this Sublease other than Sublessee's use of Collier's International as its exclusive representative for such brokerage services. Sublessor shall be required to pay 3% of the total Base Rent for the fourth and fifth years of the Term to Collier's International. Payment by Sublessor shall be made upon billing from Collier's International. Each party agrees to defend, indemnify and hold the other party harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtor, broker or agent other than that listed above arising out of the actions of the indemnifying party with respect to this Sublease.

**11.3 Non-recording.** This Sublease shall not be recorded. A Memorandum of Sublease executed by both parties hereto may be recorded.

**11.4 Time is of the Essence.** Time is of the essence with respect to the obligations to be performed under this Sublease.

**11.5 Equal Opportunity.** Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Sublease, with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Sublease.

**11.6 Non-use of Names and Trademarks.** No party to this Sublease shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

**12 SIGNATURES.**

Sublessor:

Board of Regents of the University of Idaho

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Ronald E. Smith,  
Vice President Finance and Administration

Sublessee:

ST Luke's Regional Medical Center, Ltd

Dated: \_\_\_\_\_, 2015

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



Exhibit A to Sublease  
Board of Regents University of Idaho/St Lukes

**FACILITIES LEASE  
(Idaho Water Center)**

THIS FACILITIES LEASE is entered into and is effective as of the 17th day of December, 2002, between the IDAHO STATE BUILDING AUTHORITY (the "Authority"), as lessor, the STATE OF IDAHO (the "State") acting through the DEPARTMENT OF WATER RESOURCES ("IDWR"), the IDAHO WATER RESOURCE BOARD (the "Water Board"), the DEPARTMENT OF ADMINISTRATION ("DOA"), and THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the "University"), each of which are state bodies as defined in the Idaho State Building Authority Act, as lessee.

**RECITALS**

A. The Authority was created by the Idaho State Building Authority Act, Title 67, chapter 64, Idaho Code (the "Act"), to finance, construct, and operate facilities for the purposes set forth in the Act; and

B. The Authority is empowered by the Act, among other powers, to acquire property; to enter into agreements with any agency, board, department or commission of the State of Idaho in furtherance of the purposes of the Act, including the acquisition, development, maintenance, operation, and financing of any facility; to provide for the construction, reconstruction, improvement, alteration, or repair of any facility or part thereof; and to lease such facilities to a state body as defined in the Act; and

C. In accordance with the provisions of Idaho Code, Section 67-6410(a), the Idaho Legislature, pursuant to House Concurrent Resolution No. 60, Second Regular Session of the Fifty-Sixth Legislature has authorized the University and IDWR as state bodies under the Act to enter into agreements with the Authority as may be reasonable and necessary for the purpose of providing financing and development of office, research and educational facilities for their use ; and

D. The Water Board is a party to this Facilities Lease because of its power to contract on behalf of IDWR; and

E. The DOA is a party to this Facilities Lease pursuant to Section 67-5708, Idaho Code.

F. The Authority will enter into an agreement with Ada County, Idaho (the "County") providing for the Authority to acquire from the County that certain Civic Plaza Condominium Unit No. 101 ("Unit No. 101") under that certain Declaration of Covenants and Restrictions Establishing a Plan of Ownership For Civic Plaza Condominiums recorded on October 9, 2002 as Instrument No. 102116495 (the "Civic Plaza Condominium Declaration"), such Unit No. 101 constituting the site upon which the Authority will undertake the construction of a building known as the "Idaho Water Center;" and

G. The University will enter into a Parking Access Agreement (the "Parking Access Agreement"), with the Urban Renewal Agency of the City of Boise, also known as Capital City

Development Corporation ("CCDC") providing for parking access for the use of the State in certain public parking facilities operated and to be operated by CCDC.

H. The Authority will enter into a sublease agreement (the "Fleet Space Sublease") with CCDC providing for the lease of those certain Civic Plaza Condominium Unit Nos. 302A and 302B ("Unit Nos. 302A and 302B") under the Civic Plaza Condominium Declaration, such Units Nos. 302A and 302B constituting the site of secure fleet parking and related facilities.

I. The Authority intends to finance the cost of acquisition of the Facilities (as defined herein) and related costs by the issuance of bonds or other evidences of indebtedness as authorized by the Act; and

J. The State will lease the Facilities from the Authority to be used and occupied upon the terms and conditions set forth in this Facilities Lease.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the parties agree:

#### ARTICLE 1 FINDINGS AND DECLARATION

**Section 1.1 Findings.** The Authority has found and declared, in accordance with Section 67-6410(c), Idaho Code, that the Facilities will be of public use and will provide a public benefit to the people of the State of Idaho.

**Section 1.2 Declaration.** The parties agree and acknowledge that the Recitals contained in this Facilities Lease are true and are incorporated into this Facilities Lease as if set forth in full. This Facilities Lease shall constitute the agreement of the Authority to provide the Facilities as required by Section 67-6410(b), Idaho Code.

#### ARTICLE 2 DEFINITIONS

The terms used herein shall have the following meanings:

A. "**Act**" shall mean Chapter 64, Title 67, Idaho Code, as it now exists and as it may hereafter be amended and supplemented.

B. "**Annual Rent**" shall mean, with respect to the initial term of this Facilities Lease and each renewal term thereof, the Basic Rent and Additional Rent determined in accordance with Article 6 hereof due and payable by the State to the Authority with respect to the Facilities for such lease term.

C. "**Authority**" shall mean the Idaho State Building Authority, an independent public body corporate and politic of the State of Idaho, created by and existing under the Act.

D. "**Bonds**" shall mean the portion of any bond or bonds, note or notes, or other evidences of indebtedness, including the State Building Revenue Bonds, Series 2003A (the "Series 2003A Bonds") and the State Building Revenue Bonds (Taxable) Series 2003B (the "Series 2003B Bonds") issued by the Authority for the purpose of financing the Cost of Acquisition and

Construction and bonds or notes issued to refinance all or any part thereof and any bonds or notes issued to finance any additions, modifications or replacements of the Facilities from time to time hereafter.

E. **"Bond Resolution"** shall mean the resolution or resolutions of the Authority, as amended and supplemented, authorizing the issuance of Bonds.

F. **"Civic Plaza Condominium Declaration"** shall mean the Declaration of Covenants and Restrictions Establishing a Plan of Ownership for Civic Plaza Condominiums recorded on October 9, 2002, as Instrument No. 102116495, records of Ada County, Idaho.

G. **"Code"** means the Internal Revenue Code of 1986, as amended, regulations thereunder and rulings and judicial decisions interpreting or construing the Code.

H. **"Cost of Acquisition and Construction"** shall mean any proper and reasonable cost, whether or not specifically mentioned herein, of acquisition, development and design and construction of the Facilities, including fixtures and machinery, apparatus and equipment; engineering and architectural services, designs, plans, specifications and surveys; planning, analysis, project management, administration, inspection and similar services in connection with the Facilities; acquisition or lease of any land or interest therein for use in connection therewith; preparation of the sites thereof and of any land to be used in connection therewith; any indemnity and surety bonds and insurance premiums; allocable administrative and general expenses of the Authority; allocable portions of legal fees, audits, fees and expenses of any trustees, depositories and paying agents, financial advisors, underwriters and others for the Bonds; issuance of the Bonds, interest on and other financing charges, and fees and expenses of other advisors and consultants necessary or appropriate in connection therewith; the payment of any Bonds of the Authority (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Facilities; expenses necessary or incidental to determining the feasibility or practicability of the Facilities; and all other reasonable expenses not specified herein as may be necessary or incidental to the development, design, construction and acquisition of the Facilities, the financing thereof, and the placing of the same in use and operation.

I. **"Facilities"** shall mean Unit No. 101, Unit Nos. 302A and 302B, and any limited common area related to such units further described in Exhibit A hereto and the building and facilities to be built on Unit No. 101 which Facilities shall be commonly known as the "Idaho Water Center," together with the parking and related facilities to be constructed on Unit Nos. 302A and 302B and all equipment, fixtures, improvements, appurtenances, and other facilities to be designed and constructed thereon or installed therein. This definition of Facilities is intended to refer at all times to the real and personal property interests leased by the Authority to the State hereunder. Accordingly, if at any time Option Space is acquired through the exercise of an option to purchase granted hereunder, such portion of the Facilities comprising the Option Space will thereupon cease to be included in the definition of Facilities.

J. **"Facilities Lease"** shall mean this Facilities Lease, including any amendments or supplements thereto.

K. **"Fiscal Year"** shall mean the twelve-month period of each year beginning July 1 and ending on the following June 30.

L. **"IDWR Rent"** shall mean the portion of the Annual Rental IDWR is obligated to pay as provided in the Operating Agreement.

M. **"Insurer"** shall mean XL Capital Assurance Inc., a New York stock insurance company, as insurer of the Bonds.

N. **"Operating Agreement"** shall mean the operating agreement, dated as of December 17, 2002, between the IDWR, the Water Board and the University, which shall provide for the division between the IDWR and the University of all rights and obligations of the State as the lessee under this Facilities Lease.

O. **"Operating Costs"** shall mean the Authority's expenses (including reasonable reserves for such expenses) for condominium assessments, allocable administration and general expenses of the Authority, expenses for maintenance and repairs, insurance premiums, utility charges, legal, financial, architectural and engineering expenses, fees and expenses of fiduciaries under the Bond Resolution, bond insurance, guaranty and/or letter of credit fees, interest and finance charges, and any other expenses or contingencies to be paid or provided for by the Authority, all to the extent properly attributable to the Facilities and payable by the Authority. Operating Costs shall not include any Cost of Acquisition and Construction or any provision for depreciation, amortization or similar charges or any expenses for maintenance and repairs, utility services or insurance paid for or provided by the State pursuant to this Facilities Lease.

P. **"Option Space"** shall mean a portion of the Facilities not to exceed twelve percent (12%) of the "Net Rentable Square Footage" (as determined under standards established by the Building Owner Managers Association) of the Facilities to be conveyed to the State upon exercise of an option under Article 11 hereof.

Q. **"Unit No. 101"** shall mean Civic Plaza Condominium Unit No. 101 under the Civic Plaza Condominium Declaration on which the Facilities shall be constructed, as further described in Exhibit A hereof.

R. **"Unit Nos. 302A and 302B"** shall mean Civic Plaza Condominium Unit No. 302A and Unit No. 302B under the Civic Plaza Condominium Declaration on which secure fleet parking and related facilities shall be built, as further described in Exhibit A hereof.

S. **"University"** shall mean the Regents of the University of Idaho, a body politic and corporate organized under the Constitution and laws of the State of Idaho.

T. **"University's Rent"** shall mean the portion of the Annual Rent the University is obligated to pay as provided in the Operating Agreement.

### ARTICLE 3 LEASE OF PROJECT; TERM OF LEASE

#### Section 3.1 Lease of Facilities.

(1) The Authority hereby leases the Facilities to the State for its use in furtherance of the public benefit, and the State hereby leases the Facilities from the Authority on the terms and conditions set forth herein. Through the Operating Agreement, IDWR and the University

have allocated between each other the rights and obligations of the State as the lessee under this Facilities Lease. The State shall provide notice of such allocation to the Authority consistent with the Operating Agreement, and the Authority agrees to abide by such allocation for all purposes hereunder, except that in the absence of such notification, the Authority may treat the University as the primary contact for all issues relating to this Facilities Lease.

(2) The DOA is a party to and approves this Facilities Lease solely pursuant to Section 67-5708, Idaho Code. Nothing in this Facilities Lease, nor the DOA's being a party to it, shall obligate nor shall be deemed to obligate the DOA to make any payment of Annual Rent or any other payment related to the Facilities resulting from or related to this Facilities Lease. Annual Rent is to be paid solely in the manner described in Section 6.2 hereof.

**Section 3.2 Term of Lease.** This Facilities Lease shall be in full force and effect from the effective date hereof. The initial term of this Facilities Lease shall extend from the effective date hereof through June 30, 2004. The State shall have the option to renew this Facilities Lease in accordance with the provisions hereof for successive Fiscal Years thereafter and each such renewal of this Facilities Lease shall be deemed to be exercised, automatically and without further action by the State, unless the State shall notify the Authority in writing of its intent not to renew this Facilities Lease not later than ten (10) months prior to the expiration of any lease term.

**Section 3.3 Compliance with the Fleet Space Sublease.** The State hereby agrees that it will comply with the Fleet Space Sublease.

#### ARTICLE 4 ACQUISITION, DEVELOPMENT AND FINANCING

**Section 4.1 Acquisition and Development of Facilities.** The Authority agrees to acquire real property by purchase or lease for use as the site of the Facilities and to diligently undertake development of the Facilities and to enter into agreements for project management, design, construction, and installation of improvements, fixtures and equipment of the Facilities.

**Section 4.2 Idaho Water Center Condominium.** The Authority agrees to use its best efforts to cause Unit No. 101 to be subdivided as a condominium into separate condominium units. Within a reasonable time following substantial completion of the construction of the Facilities, the Authority will create a condominium of Unit No. 101, including the platting thereof and the preparation of a condominium declaration to be approved by the Authority, the State and the Insurer, which will, upon the proper recording thereof, create the Idaho Water Center Condominiums (the "IWC Condominiums") and the separate units therein.

**Section 4.3 Financing of Facilities by the Authority.** The Authority agrees to finance the Cost of Acquisition and Construction of the Facilities by the issuance of Bonds as authorized by the Act. The Authority may from time to time refinance or refund such Bonds as the Authority may deem appropriate; provided the Authority shall not refinance or refund such Bonds without the written consent of the State if to do so would increase the Basic Rent due hereunder. The Authority shall give written notice to the State of its intent to refinance or refund such Bonds.

**Section 4.4 Bond Anticipation Notes.** The Authority may issue bond anticipation notes payable from proceeds of Bonds.

ARTICLE 5  
USE OF FACILITIES

**Section 5.1 Use of Facilities**

With the written consent of the Authority and the Insurer, which shall not be unreasonably withheld, the State may enter into agreements with other entities including private entities and federal and local government entities ("Other Entities") for the operation and/or maintenance of the Facilities or for the sublease, use or occupancy of portions of the Facilities by Other Entities upon the following conditions:

(a) the nature and extent of the proposed agreements with Other Entities shall not, either collectively or individually, adversely affect the tax-exempt status of the Series 2003A Bonds;

(b) such proposed agreements, subleases, users or uses, both collectively and individually, shall be compatible with, and complementary to, the interests in, and uses of, the Facilities by the State; and

(c) such proposed agreements, subleases, users or uses do not violate or contravene any term or provision of this Facilities Lease and are subject to the terms of this Facilities Lease, including without limitation, the provision that the term of any sublease shall expire at the end of the term of this Facilities Lease.

In the event the State desires to enter into agreements with Other Entities relating to the Facilities, the State shall request the Authority's and the Insurer's consent thereto by written notice to the Authority and the Insurer setting forth a complete description of (a) the Other Entity, (b) the proposed services or uses to be provided by or made available to the Other Entity, (c) the proposed agreements or subleases, and (d) the proposed compensation or benefit to be provided to the Other Entity. The Authority and the Insurer shall approve such requests in accordance with the provisions of Section 5.1(a) through (c) above, and subject to such additional terms as shall be agreeable by the Authority, the State and the Other Entity.

ARTICLE 6  
RENT

**Section 6.1 Payment of Annual Rent.** In consideration of the lease of the Facilities, the State shall pay to the Authority, in advance and without any set off or deduction whatsoever, the following Annual Rent:

(1) For the period of the initial term of this Facilities Lease in the Fiscal Year ending June 30, 2004, the State shall pay no Annual Rent.

(2) For the renewal term of this Facilities Lease commencing July 1, 2004 and for each annual renewal term thereafter, the State shall, within 30 calendar days following the commencement of such renewal terms, pay in advance:

(a) As and for Basic Rent, an amount for such term which shall equal the principal installments, including sinking fund deposits, and interest payable in the corresponding Fiscal Year in accordance with the Bond Resolution with respect to the Bonds; and

(b) As and for Additional Rent as follows:

(i) the amount estimated by the Authority to be sufficient to provide the Authority with adequate monies to pay all Operating Costs attributable to the Facilities for the applicable term of this Facilities Lease, plus

(ii) the amount, if any, of deposits to any debt service reserve account, any operating fund, and any other reserve or expense accounts required to meet all terms and conditions of the Bond Resolution.

The Authority will provide to the State an estimate of Operating Costs attributable to the Facilities, which estimate shall accompany its statement for Additional Rent.

(3) Annual Rent payable for any renewal term shall not be deferred or abated because of delays in completion of the construction of the Facilities or delays in completion of any repair or replacement of damage to the Facilities.

(4) Any installment of Annual Rent which is not paid by the State on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum borne by any of the Bonds then outstanding; time being of the absolute essence of this obligation.

(5) The Authority and the State hereby agree that the Basic Rent in any lease term shall be reduced by any amounts on deposit with the Authority legally available for and allocated by the Authority to the payment of principal and interest on the Bonds including, without limitation, capitalized interest deposited from the proceeds of the Bonds and funds on deposit in the debt service fund for the Bonds established under the Bond Resolution.

(6) Basic Rent shall be increased or decreased as appropriate to reflect the issuance by the Authority of Bonds bearing interest at a variable rate and issuance of any additional Bonds issued to refinance the Facilities, in whole or in part, or any additional Bonds issued for the purposes set forth in Section 9.1 hereof or issued to finance additions, modification or replacement of the Facilities or any part thereof.

(7) Annual Rents shall be payable in lawful money of the United States of America, which shall be legal tender for public and private debts under the laws of the United States at the time of payment, provided that, upon prior written approval of the Authority, the State may transfer funds through electronic funds transfer. Payment shall be made at the office of the Authority or such other place or places as may be designated in writing by the Authority.

(8) The State and the Authority have agreed and determined that such Annual Rent represents the fair market rental value of the Facilities. In making such determination, consideration has been given to the Cost of Acquisition and Construction, and the costs of financing

of the Facilities and the Operating Costs thereof, and the uses and purposes of the Facilities which will accrue to the State and the Authority and the general public by reason of the use and occupancy thereof by the State and ownership by the Authority.

**Section 6.2 Sources of Payment of Rentals.**

(1) The University may apply any general account appropriated funds of the State of Idaho or any non-appropriated funds under the supervision of the University, including but not limited to funds derived by the University from subleases or portions of the Facilities discussed under Section 5.1 hereof, to the payment of Basic Rent and Additional Rent hereunder. The parties hereto acknowledge that the Board of Regents of the University of Idaho and State Board of Education (the "Board") allocates a lump sum appropriation of general account funds of the State of Idaho to the University of Idaho separately from other lump sum appropriations that the Board allocates to other institutions under its supervision, and that the President of the University (the "University President") includes such appropriated funds in the operating budget of the University. In order to effectuate payment of the University's Rent hereunder from appropriated funds, the University President agrees to submit to the Board an operating budget that provides for the University's Rent to be paid from the general account appropriated funds allocated as a lump sum to the University, provided that the operating budget may also indicate the replacement of such funds from other University sources.

(2) IDWR will apply general account appropriated funds from its departmental operating budget to the payment of the IDWR Rent. Nothing hereunder shall obligate the Water Board to use any funds other than funds in IDWR's departmental operating budget from general account appropriated funds to pay IDWR Rent.

**Section 6.3 Application of Rent.** The Authority covenants to use and apply Annual Rent to payment of debt service of the Bonds, Operating Costs, deposits to required reserve accounts and other appropriate purposes pertaining to the Facilities and/or the Bonds all as provided in the Bond Resolution.

**ARTICLE 7  
OPERATION AND MAINTENANCE OF THE FACILITIES**

**Section 7.1 Operation, Repairs, and Maintenance.** The State shall, throughout the term of this Facilities Lease and each renewal term thereof, at the cost and expense of the State, keep and maintain or cause to be kept and maintained, the Facilities and all equipment, fixtures, additions and improvements thereof, in good order and condition, and shall, at the cost and expense of the State, make or cause to be made all necessary repairs, renewals, and replacements with respect to the Facilities. To the extent repairs or replacements are insured under policies maintained by the Authority and insurance proceeds are paid to the Authority, the State shall be entitled to such insurance proceeds to the extent of the actual costs incurred by the State and except to the extent the insurance proceeds are required to be otherwise applied in accordance with the terms of the Bonds. Subject to Section 10.1, in the event the Facilities or any part thereof are damaged or destroyed by uninsured or partially uninsured casualty of any kind, the State shall either replace or rebuild the Facilities in equal value, or pay such sums to the Authority as may be required to fully pay and discharge the Bonds.



**Section 7.2 Utilities.** The State shall pay or cause to be paid all costs, expenses and charges for water, electricity, lights, heat, power, sewage, telephone, and other utility services, rendered or supplied upon or in connection with the Facilities during the term of this Facilities Lease and each renewal term.

**Section 7.3 Insurance**

(1) The State shall maintain or cause to be maintained with responsible insurers or under an established program of self-insurance (as considered to be adequate by an Insurance Consultant as defined in and pursuant to the Bond Resolution) the following kinds and amounts of insurance acceptable to the Authority with respect to all existing buildings, improvements, equipment and other property comprising any part of the Facilities and/or the use of the Facilities at all times throughout the initial term and each renewal term of this Facilities Lease:

(a) Commercial general liability insurance (CGL) and, if necessary, commercial umbrella insurance and property damage liability, and errors and omissions liability as shall afford protection to the Authority in an amount of not less than \$1,000,000 per claim, and \$2,000,000 per occurrence. The commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Such insurance shall protect the Authority to the same extent as the State is protected from claims, demands, causes of actions, penalties, including costs and attorney fees, arising out of the use or occupancy of the Facilities. From time to time during the term of this Facilities Lease and each renewal term, if, in the opinion of the Authority and based on local standards, the amount of CGL insurance is not adequate, upon written request of the Authority, the State will increase the amount of CGL insurance to the amount determined adequate by the Authority.

(b) Commercial property insurance in the amount of the full replacement value of the completed Facilities or any portion thereof, including fixtures, equipment, lessee improvements and betterments. Commercial property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 1030 and, if reasonably available, earthquake and flood insurance, debris removal, operation of building laws, extra expense, consequential loss, loss of rents and/or business interruption. Such loss of rents or business interruption insurance shall be in an amount equal to Annual Rent payable to the Authority by the State with respect to the Facilities during such time or times as the use of the Facilities may be totally or partially interrupted or the construction thereof delayed as a result of damage or destruction resulting from perils insured against pursuant to subsection (b) of this Section 7.3.

(c) All insurance required by this Section shall be carried for the benefit of the Authority and each policy therefor, or contract thereof, shall contain a loss payable clause providing for the proceeds thereof to be payable to the Authority and to the trustee of the Bonds to the extent of their interest therein, and the Annual Rent otherwise payable by the State with respect to the Facilities shall be reduced by the amount of business interruption or loss of rents insurance payments, if any, made to the Authority and/or the trustee of the Bonds.

(d) Workmen's Compensation Insurance in the amount and in the form which the State is required by law to maintain.

(e) Any other insurance agreed to in writing by the State and the Authority.

(f) Any other insurance required by the terms and conditions of the Bonds.

(2) All insurance procured and any self-insurance plan maintained by the State shall comply with the following requirements:

(a) Each policy or policies of insurance shall be written by insurance companies authorized to do business in the State of Idaho and furnished through an insurance carrier or carriers satisfactory to the Authority or through a self-insurance plan satisfactory to the Authority and an Insurance Consultant pursuant to the Bond Resolution.

(b) True, correct and complete copies of all insurance policies or self-insurance plan and all endorsements, changes, amendments and supplemental provisions thereto shall be continually maintained by the State and shall be available for inspection and copying by the Authority at all times during the regular office hours of the State.

(c) All such insurance shall provide that coverage shall not be canceled or amended except upon sixty (60) calendar days prior written notice to the Authority. The Authority shall be furnished current certificates upon the commencement of the initial term and each renewal term of this Facilities Lease showing that all such insurance fully complies with the terms of this Facilities Lease, and current certificates shall be furnished at any other time or times as may be reasonably requested.

(d) All policies of insurance obtained by and any self-insurance plan maintained by the State shall include provisions that coverage shall not be affected, reduced or waived by any inaccurate or misleading statement or information furnished by the State in obtaining such insurance nor shall insurance under such policies furnished to the Authority be reduced by any actual or alleged breach of warranties made by the State in obtaining such insurance. All liability insurance furnished by the State shall include insurance covering the obligations of the State under Article 8 of this Facilities Lease.

(3) The Authority and the State hereby release each other from any and all liability or responsibility to the other as to any person claiming through or under either by way of subrogation or otherwise for any loss or damage to property caused by any casualty insured by the above-described coverages, even if the loss is caused by the fault or negligence of the other party or by any party for whom the other party is responsible.

(4) All insurance provided to the Authority by the State pursuant to this Facilities Lease shall name the Authority as additional insured and contain a loss payable clause providing for payment of proceeds to the Authority and the trustee of the Bonds.

(5) In the event the Authority is able to procure any or all of the insurance coverages herein required at a cost less than the cost incurred by the State thereof, the Authority agrees to do so and the cost thereof shall be included as Operating Costs of the Authority. In such event the obligation of the State to provide any such insurance shall continue until the insurance coverage procured by the Authority is actually in effect. Upon the expiration or termination of any

insurance procured by the Authority hereunder, the State shall immediately, without any interruption in insurance coverage, procure and maintain such coverage.

**ARTICLE 8  
INDEMNITY**

**Section 8.1 Indemnification of State.** The State hereby agrees to defend, protect, hold harmless and indemnify the Authority and its agents, employees, representatives, successors, and assigns, against all demands, claims, liabilities, causes of action or judgments, and all loss, expense and damage of any and every sort and kind, including, but not limited to, costs of investigations and attorneys' fees and other costs of defense, for:

- (1) injury to person or property occurring in, upon or about the Facilities or any adjacent or related real property or improvements owned, occupied or controlled by the State or any agencies, departments, bureaus or subgovernmental entities of the State of Idaho;
- (2) injury to person or property arising out of the use or occupancy of the Facilities or relating in any manner to operations conducted thereon;
- (3) any other premises liability relating to the Facilities;
- (4) any loss to person or property to the extent of its self-insurance, if any; and
- (5) all liability whatsoever arising out of any public or governmental activities of the State of Idaho of any kind or nature whatsoever relating to the Facilities.

Nothing in this Article 8 shall be construed as the agreement of the State to indemnify the Authority from liability for damages arising out of personal injury or damage to property caused solely and exclusively by the negligence of the Authority.

**Section 8.2 Authority's Indemnification.** The Authority hereby agrees to defend, indemnify and save the State harmless from and against any and all liability, loss, damage, cost and expense, including court costs and attorney fees of whatever nature or type, whether or not litigation is commenced, that the State may incur, by reason of any act or omission of the Authority, its employees or agents or any breach or default of the Authority in the performance of its obligations under this Facilities Lease. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the State.

**ARTICLE 9  
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

**Section 9.1 Alterations, Additions, and Improvements.** The State shall have the right, with the consent of the Authority, which shall not be unreasonably withheld, at any time and from time to time during the term of this Facilities Lease, at the costs and expense of the State, to make such repairs, replacements, alterations, additions, expansions and improvements, structural or otherwise, to the Facilities, as the State shall deem necessary or desirable in connection with its use of the Facilities. Once commenced, all repairs, replacements, alterations, additions, expansions and improvements shall be diligently pursued to completion. All such repairs, replacements, alterations, additions and improvements shall be of such character as to not reduce or otherwise

adversely affect the value of the Facilities or the rental value thereof and all the costs thereof shall be promptly paid or discharged so that the Facilities shall at all times be free of liens or claims for labor and materials supplied thereto. All repairs, replacements, alterations, additions, fixtures and permanent improvements to the Facilities shall be and become a part of the Facilities and shall become the property of the Authority.

**Section 9.2 Fixtures and Equipment.** The State shall maintain an inventory of all fixtures, equipment and other tangible personal property provided by the Authority with the Facilities and shall have the right to replace, at its expense, such tangible personal property as the State shall deem necessary or desirable in connection with its use of the Facilities.

**ARTICLE 10  
DAMAGE, DESTRUCTION, AND CONDEMNATION**

**Section 10.1 Damage, Destruction, and Condemnation.** Subject to the provisions of the Civic Plaza Condominium Declaration and the Bond Resolution, in the event of damage, destruction, or condemnation of the Facilities, or any part thereof, the net proceeds of any insurance or condemnation awards with respect to the Facilities and, to the extent necessary, the proceeds of any additional Bonds which may be issued by the Authority for such purpose pursuant to the terms and conditions of the Bonds, shall be used and applied by the Authority in accordance with the terms of the Bonds to repair, restore, rebuild, or replace the Facilities; provided, however, that, the Authority shall not be required to rebuild, replace, restore or repair the Facilities if (1) the Authority shall reasonably determine, as evidenced by a certificate of an independent consulting engineer, that not to do so would not materially adversely affect the operation of the Facilities, or (2)(a) the Authority shall reasonably determine, as evidenced by a certificate of an independent certified public accountant that the proceeds of any insurance or condemnation awards received by the Authority, together with other legally available money of the Authority, will be sufficient to pay the principal of, and premium and interest on the Bonds due up to and including such time as the Bonds may be called for optional redemption, and (b) the Authority irrevocably deposits such insurance proceeds or condemnation awards and other money into an escrow fund to redeem the Bonds on the first date such Bonds may be redeemed. In that event, excess insurance proceeds, if any, remaining after redemption of the Bonds shall be released from the escrow fund back to the Authority. Provided further, however, that notwithstanding the foregoing, the Authority must rebuild, replace, restore and repair the Facilities to the extent necessary to fulfill any duty of lateral and subjacent support imposed on the Facilities or any portion thereof pursuant to the Civic Plaza Condominium Declaration. Any repair, restoration, rebuilding, or replacement of the Facilities may be in accordance with such different design, plans, and specifications approved by the State as will or may provide facilities of the same or different nature or use, so long as any such change therein or thereof shall not reduce or otherwise adversely affect the value of the Facilities or the rental value thereof (except a repair, restoration, rebuilding or replacement performed solely to provide lateral and subjacent support). Notwithstanding any damage, destruction or condemnation of the Facilities, or any part thereof, the State shall continue to pay the Annual Rent due under this Facilities Lease, except to the extent the Authority actually receives proceeds of business interruption or loss of rents insurance described in Section 7.3 hereof.

**Section 10.2 Exercising Powers of an Owner.** The Authority and the State covenant and agree that in exercising any of the powers of an Owner pursuant to the Civic Plaza Condominium Declaration or any other condominium declaration which may be recorded affecting any part of the Facilities, they will cast their vote to build or rebuild, or not, following casualty, damage or

destruction subject to the terms of, and consistent with, this Facilities Lease and the Bond Resolution. The parties further agree that all insurance proceeds and condemnation awards shall be dealt with and applied as provided in this Facilities Lease and the Bond Resolution. If any party to this Facilities Lease receives or is credited with any such proceeds or awards from any condominium declaration affecting any part of the Facilities, it shall receive all such funds and credits subject to its obligations under this Facilities Lease and the Bond Resolution.

**ARTICLE 11  
OPTIONS TO PURCHASE**

**Section 11.1 Grants of Option to Purchase.** The Authority hereby grants to the State the rights to purchase the Option Space for the purchase price and upon the terms hereafter set forth (the "Options"). The State may exercise the Options at any time after the execution of this Facilities Lease in such increments as the State shall determine.

**Section 11.2 Exercise of Options.** Any Option may be exercised only by written notice from the State to the Authority and trustee of the Bonds specifying the desire to purchase all or a portion of the Option Space and such notice shall reasonably describe the portion of the Option Space to be purchased.

**Section 11.3 Purchase Price:**

A. The applicable purchase price under any Option shall be an amount reasonably acceptable to the Authority as a "fair price." The Authority shall be permitted to deem acceptable as a "fair price" for any Option Space an amount not less than either (i) the Cost of Acquisition and Construction of such Option Space, or (ii) the fair market value of such Option Space as established by an MAI appraisal rendered by an appraiser acceptable to the Authority.

B. Proceeds from the sale pursuant to exercise of any Option shall be applied in the following order: (1) first, to pay all costs and expenses to be reasonably incurred by the Authority in the sale pursuant to exercise of the Option; (2) second, to pay all costs and expenses in the redemption and/or defeasance, if any, of the Bonds, including costs of conveyance, closing, attorney fees, bond counsel fees, trustee fees and similar expenses; and (3) third, for deposit into the Bond Fund established by the Bond Resolution for payment of principal and interest on the Bonds at maturity, call for redemption or otherwise, in the amount equal to the remaining proceeds from the sale pursuant to exercise of the Option.

C. The applicable Closing of the purchases under any Option shall occur within a reasonable time after the receipt of a notice of exercise of option to purchase by the Authority. Upon closing, the Authority shall convey title to the portion of the Option Space purchased under the Option by Special Warranty Deed to the State, or another entity if so directed by the State, warranting only that the Authority has not encumbered the property except as specifically disclosed in such deed and subject to any encumbrances created by the State. The State shall be responsible for any title insurance relating to such purchases.

ARTICLE 12  
PARTICULAR COVENANTS

**Section 12.1 Compliance with Laws and Regulations.** The State shall, at its own cost and expense, promptly comply with, or cause to be complied with, all laws and ordinances, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the State, the Facilities or the use or manner of use of the Facilities. The State shall also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Facilities.

**Section 12.2 Covenant Against Waste.** The State hereby covenants not to do or suffer or permit to exist any hazardous materials, contamination, waste, damage, disfigurement or injury to, or public or private nuisance, in or upon the Facilities in violation of any State of Idaho or federal laws or regulations and agree to pay all costs, charges, penalties or any other expense reasonably incurred or to be incurred to remove, restore or reclaim the Facilities by reason thereof.

**Section 12.3 Right of Inspection.** The State hereby covenants and agrees to permit the Authority and the authorized agents and representatives of the Authority to enter the Facilities at reasonable times during usual business hours for the purpose of inspecting the same, subject to reasonable security requirements and procedures of the State.

**Section 12.4 Condition of Facilities.** The Authority makes no representation regarding the condition of the interest in real property represented by Unit No. 101 underlying or adjacent thereto and the Authority shall not be liable for any latent or patent defects therein. The Authority agrees to construct the Facilities in accordance with the plans and specifications approved by the State.

**Section 12.5 Assignment and Subletting.** The State shall not assign or mortgage this Facilities Lease or any right hereunder or interest herein and shall not sublease the Facilities or any portion thereof pursuant to Section 5.1, without prior written consent of the Authority and the Insurer (which consent shall not unreasonably be withheld); provided, that in no event shall the State assign this Facilities Lease or any right hereunder or interest herein or sublease the Facilities or any portion thereof unless the State shall continue to remain liable for the performance of all the terms, covenants, and conditions contained in this Facilities Lease and unless the proposed assignee or sublessee shall agree, in writing, to be bound by all of the terms, covenants, and agreements contained in this Facilities Lease and all other agreements related thereto.

**Section 12.6 Covenant of Quiet Enjoyment.** The Authority covenants that it has full right and lawful authority to enter into this Facilities Lease and that, so long as the State shall pay the Annual Rent and shall duly observe all of their covenants and agreements in this Facilities Lease, the State shall have, hold, and enjoy, during the initial term of this Facilities Lease and each renewal term thereof, peaceful, quiet, and undisputed possession of the Facilities.

**Section 12.7 Tax Covenant.** The State hereby covenants for the benefit of the holders of the Series 2003A Bonds and the Authority that during the term of this Facilities Lease, the State will not take any action or omit to take any action with respect to the Series 2003A Bonds, the proceeds thereof, any other funds of the State or any Facilities financed or refinanced with the proceeds of the Series 2003A Bonds if such action or omission (i) would cause the interest on the Series 2003A Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of

the Code, (ii) would cause the Series 2003A Bonds to become "specified private activity bonds" with the meaning of Section 57(a)(5)(C) of the Code, or (iii) would cause interest of the Series 2003A Bonds to lose its exclusion from Idaho taxable income under present Idaho law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Series 2003A Bonds until the date on which all obligations of the State and the Authority in fulfilling the above covenant under the Code have been met.

**ARTICLE 13  
DEFAULT**

**Section 13.1 Events of Default.** The following shall be events of default under this Facilities Lease:

- (1) Failure by the State to pay the Annual Rent as the same shall become due, or
- (2) Failure by the State or anyone contracting with the State to observe and perform any other covenant, condition, or agreement to be observed or performed under this Facilities Lease for a period of 30 calendar days after written notice, specifying such failure and requesting that it be remedied, given to the State by the Authority or trustee of the Bonds, unless the Authority or trustee shall agree in writing to an extension of such time prior to its expiration.

**Section 13.2 Remedies.** Whenever any event of default referred to in Section 13.1 hereof shall occur, the Authority may take any one or more of the following remedial steps:

- (1) Declare all Annual Rent payable for the applicable lease term then in effect to be immediately due and payable, together with applicable interest thereon.
- (2) Re-enter and take possession of the Facilities, exclude the State and their subtenants from possession thereof, and terminate this Facilities Lease.
- (3) Take such action at law or in equity as may appear necessary or desirable to collect all sums due and thereafter to become due, or to enforce performance and observation of any obligation, agreement, or covenant of the State under this Facilities Lease.

**Section 13.3 Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the exercise of any remedy reserved to the Authority in this Article 13, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

**ARTICLE 14  
SURRENDER OF FACILITIES**

**Section 14.1 Surrender of Facilities.** In the event that the State elects not to renew or extend the term of this Facilities Lease or this Facilities Lease is otherwise terminated, the State

shall immediately quit and surrender the Facilities to the Authority in the same condition in which it existed at the date the construction of all Facilities was completed by the Authority, ordinary wear and tear excepted.

**ARTICLE 15  
LIMITATION ON OBLIGATIONS**

**Section 15.1 Obligations of Authority and State Limited to Certain Resources.**

Notwithstanding any other provisions of this Facilities Lease, no obligation assumed by or imposed upon the Authority by this Facilities Lease shall require the performance of any act by the Authority except to the extent, if any, that the cost and expense of such performance may be paid from the proceeds of the Bonds issued by the Authority or from other funds legally available to the Authority to meet the cost and expense of such performance, and no obligation assumed by or imposed upon the State by this Facilities Lease shall require the performance of any act by the State, including, but not limited to, the payment of Annual Rent, except to the extent that funds may be available for such performance or payment from state general appropriations or, solely in the case of the University, from other funds legally available therefor. This Facilities Lease shall not be construed as obligating the Legislature of the State of Idaho to make future appropriations for the payment of Annual Rent or the performance of any other obligations under this Facilities Lease beyond the initial rental term or for any renewal term hereof. In the event that appropriated funds or, solely in the case of the University, other funds are not legally available for payment of Annual Rent or other obligations hereunder for any term, then this Facilities Lease shall be terminated. The liability of the State for payment of Annual Rent as it becomes due shall be in consideration of the right of the State, whether or not exercised, to occupy and/or use the Facilities for the then-current lease term.

**ARTICLE 16  
MISCELLANEOUS**

**Section 16.1 Pledge of Rent, Proceeds, and Lease.** It is expressly understood and agreed by the parties hereto that the Authority has the right to pledge and assign the Annual Rent, all proceeds receivable by the Authority from any sale of the Facilities, and its rights and interest under this Facilities Lease to secure: (i) the payment of the principal of and the interest on and redemption premium, if any, on the Bonds; and (ii) other obligations of the Authority under the terms and conditions of the Bonds.

**Section 16.2 Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the second business day following the day on which the same are mailed by certified mail, postage prepaid, addressed as follows:

(1) If to the State, a copy of such notice shall be provided to:

(a) the University of Idaho, Vice President for Finance and Administration, Administration Building, Room 211, Moscow, Idaho 83844-3168; and

(b) the Idaho Department of Water Resources and the Idaho Water Resource Board, Attention Director, P.O. Box 83720-0098, Boise, Idaho, with a copy to Department of Administration, 650 West State Street, P.O. Box 83720-0098, Boise, Idaho 83720-0098.



(c) the Department of Administration, to the attention of Deputy Attorney General, Department of Administration, Post Office Box 83720, Boise, Idaho 83720-0003.

(2) If to the Authority, to the attention of Executive Director, Idaho State Building Authority, Post Office Box 2802, Boise, Idaho 83701.

The State or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notice may be also given by personal delivery of a written notice.

**Section 16.3 Severability.** In case any one or more of the provisions of this Facilities Lease shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Facilities Lease, but this Facilities Lease shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 16.4 Attorney Fees.** In the event either party to this Agreement is required to initiate or defend litigation with respect to the terms hereof or to enforce any of its rights hereunder, the prevailing party in such litigation shall be entitled to reasonable attorney's fees incurred in such litigation, including all discovery costs and costs of expert witnesses, together with all reasonable litigation expenses.

**Section 16.5 Headings.** The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Facilities Lease.

**Section 16.6 Counterparts.** This Facilities Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

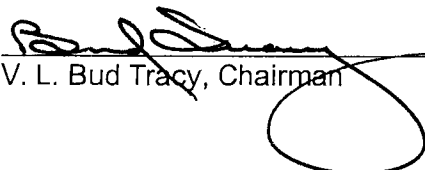
**Section 16.7 Amendments.** The Authority and the State shall not, without the written consent of the trustee of the Bonds or other legally-authorized representative of the interests of the owners of the Bonds, consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with this Facilities Lease which will reduce the payments required to be made by the State hereunder during the initial term or any renewal term hereof, or which will in any manner materially impair or adversely affect the rights of the Authority hereunder, and any action by the Authority or the State in violation of this covenant shall be null and void as to the Authority and the State. Furthermore, any voluntary amendment, modification or termination of this Facilities Lease shall require the written consent of all parties to this Facilities Lease.

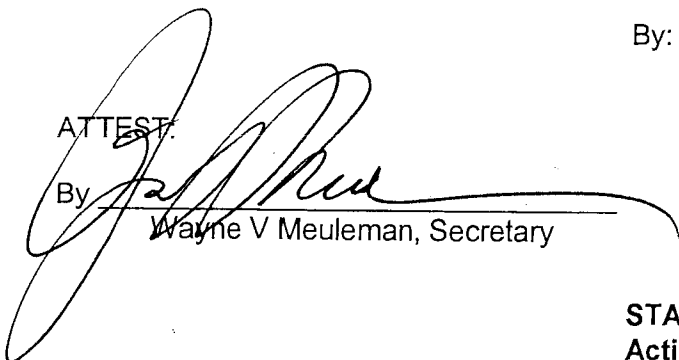
**Section 16.8 Effective Date.** This Facilities Lease shall be effective as of the date stated above upon its execution.

IN WITNESS WHEREOF, the parties hereunto have caused this Facilities Lease to be executed as of the day and year first hereinabove set forth.

**AUTHORITY:**

**IDAHO STATE BUILDING AUTHORITY**

By:   
V. L. Bud Tracy, Chairman

ATTEST:  
By:   
Wayne V Meuleman, Secretary

**STATE OF IDAHO  
Acting Through:**

**IDAHO WATER RESOURCE BOARD**

By: \_\_\_\_\_  
Joseph L. Jordan, Chairman

**THE IDAHO DEPARTMENT OF WATER  
RESOURCES**

By: \_\_\_\_\_  
Karl J. Dreher, Director

**DEPARTMENT OF ADMINISTRATION**

By: \_\_\_\_\_  
Pamela Ahrens, Director

IN WITNESS WHEREOF, the parties hereunto have caused this Facilities Lease to be executed as of the day and year first hereinabove set forth.

**AUTHORITY:**

**IDAHO STATE BUILDING AUTHORITY**

By: \_\_\_\_\_  
V. L. Bud Tracy, Chairman

ATTEST:

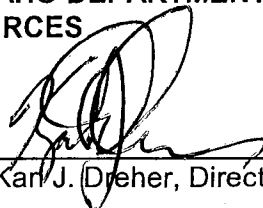
By \_\_\_\_\_  
Wayne V Meuleman, Secretary

**STATE OF IDAHO  
Acting Through:**

**IDAHO WATER RESOURCE BOARD**

By:   
Joseph L. Jordan, Chairman

**THE IDAHO DEPARTMENT OF WATER  
RESOURCES**

By:   
Karl J. Dreher, Director

**DEPARTMENT OF ADMINISTRATION**

By: \_\_\_\_\_  
Pamela Ahrens, Director

IN WITNESS WHEREOF, the parties hereunto have caused this Facilities Lease to be executed as of the day and year first hereinabove set forth.

**AUTHORITY:**

**IDAHO STATE BUILDING AUTHORITY**

By: \_\_\_\_\_  
V. L. Bud Tracy, Chairman

**ATTEST:**

By \_\_\_\_\_  
Wayne V Meuleman, Secretary

**STATE OF IDAHO  
Acting Through:**

**IDAHO WATER RESOURCE BOARD**

By: \_\_\_\_\_  
Joseph L. Jordan, Chairman

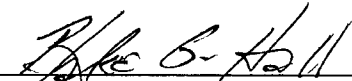
**THE IDAHO DEPARTMENT OF WATER  
RESOURCES**

By: \_\_\_\_\_  
Karl J. Dreher, Director

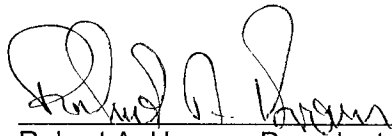
**DEPARTMENT OF ADMINISTRATION**

By: *Pamela J. Ahrens*  
Pamela Ahrens, Director

BOARD OF REGENTS OF THE  
UNIVERSITY OF IDAHO

By:   
Blake Hall, President

UNIVERSITY OF IDAHO

By:   
Robert A. Hoover, President,  
University of Idaho

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 17 day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary, respectively, of the IDAHO STATE BUILDING AUTHORITY, each of whom acknowledged to me that they executed the within Facilities Lease on behalf of the Idaho State Building Authority in their representative capacity.

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

Shonna Russell  
Notary Public for the State of Idaho  
Residing at Boise ID  
My commission expires 10/29/03

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph L. Jordan, known or identified to me to be the Chairman of the IDAHO WATER RESOURCE BOARD of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the State in his representative capacity.

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

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary, respectively, of the IDAHO STATE BUILDING AUTHORITY, each of whom acknowledged to me that they executed the within Facilities Lease on behalf of the Idaho State Building Authority in their representative capacity.

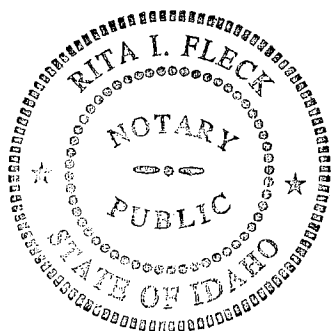
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 13<sup>th</sup> day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph L. Jordan, known or identified to me to be the Chairman of the IDAHO WATER RESOURCE BOARD of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the State in his representative capacity.

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



Rita L. Fleck  
Notary Public for the State of Idaho  
Residing at Boise, Idaho  
My commission expires 1/25/2006

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 17 day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Karl J. Dreher, known or identified to me to be the Director of the IDAHO DEPARTMENT OF WATER RESOURCES of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the State in his representative capacity.

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

*Shonna Russell*

Notary Public for the State of Idaho  
Residing at Bowle ID  
My commission expires 10/29/03

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela Ahrens, known or identified to me to be the Director of the DEPARTMENT OF ADMINISTRATION of the STATE OF IDAHO, who acknowledged to me that she executed the within Facilities Lease on behalf of the State in her representative capacity.

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

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Karl J. Dreher, known or identified to me to be the Director of the IDAHO DEPARTMENT OF WATER RESOURCES of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the State in his representative capacity.

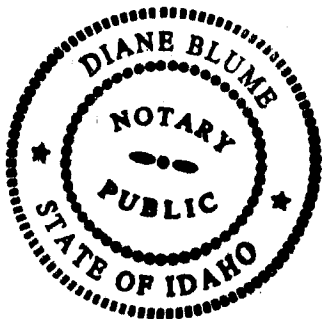
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this <sup>db</sup> 17<sup>th</sup> day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela Ahrens, known or identified to me to be the Director of the DEPARTMENT OF ADMINISTRATION of the STATE OF IDAHO, who acknowledged to me that she executed the within Facilities Lease on behalf of the State in her representative capacity.

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



Diane K. Blume  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at Boise  
My commission expires 9-6-07



**List of Exhibits:**

Exhibit A Description of Civic Plaza Condominium Unit Nos. 101, 302A and 302B

EXHIBIT A

Unit 101:

Unit 101, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Unit 302A

Unit 302A, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Unit 302B

Unit 302B, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for

Civic Plaza Condominiums ("Declaration"), recorded in the  
Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Exhibit B to Sublease  
Board of Regents University of Idaho/St Lukes

University of Idaho

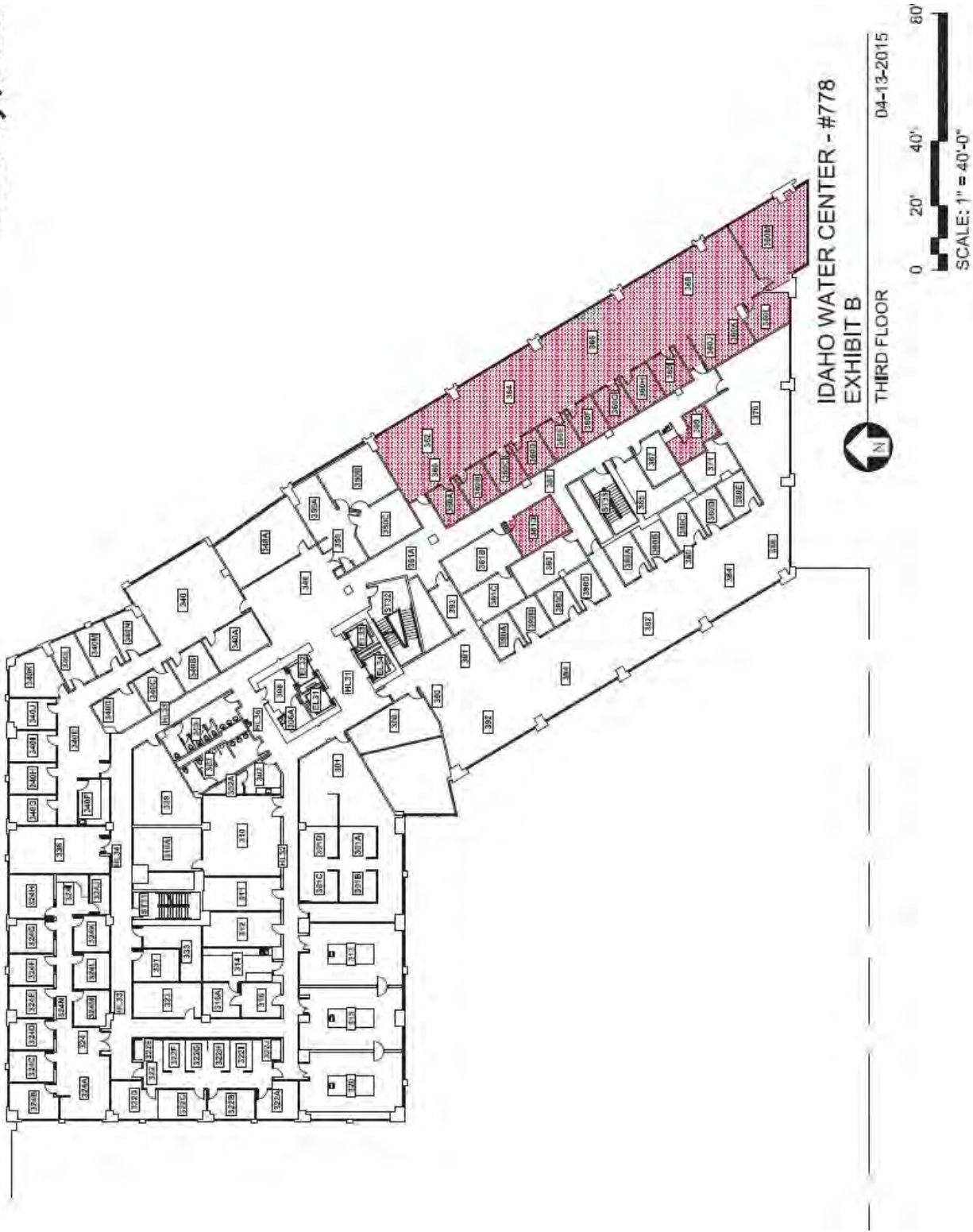


Exhibit C to Sublease  
Board of Regents University of Idaho/St Lukes

Recoverable Expenses:	Total
Alarm & Security/Building Security	\$34,979
Professional Services/G&A	\$182,263
Grounds Maintenance/Landscape Services	\$2230
Utilities	\$309,328
Repairs & Maintenance/Repairs & Supplies	\$176,003
Janitorial & Cleaning/Janitorial	\$322,636
Insurance/Insurance	\$38,574
Real Estate Taxes	-
<b>Total Recoverable Expenses</b>	<b>\$1,066,013</b>

**EXHIBIT "D"**

**Rules and Regulations**

1. Sublessee shall not obstruct or permit its agents, clerks or servants to obstruct, in any way, the sidewalks, entry passages, corridors, halls, stairways or elevators of the Building, or use the same in any other way than as a means of passage to and from the offices of Sublessee; bring in, store, test or use any materials in the Building which could cause a fire or an explosion or produce any fumes or vapor; make or permit any improper noises in the Building, smoke in the elevators; throw substances of any kind out of the windows or doors, or in the halls and passageways of the Building; sit on or place anything upon the window sills; or clean the exterior of the windows.

2. Sublessee shall not attach or hang any artwork, plants or any other items to the walls or ceilings without written permission from the Sublessor.

3. Building hours shall be 7:30 AM through 10:00 PM Monday through Saturday. During that time, security guard, HVAC and lighting services will be provided. For services required outside of the building hours, said services may be provided for an additional fee.

4. Sublessee shall conduct all equipment and furniture moving pursuant to the Move-in / Move-out procedures contained within the Tenant Handbook and Emergency Procedures.

5. Water closets and urinals shall not be used for any purpose other than those for which they are constructed; and no sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

6. Sublessee shall not (i) obstruct the windows, doors, partitions and lights that reflect or admit light into the halls, or other places in the Building, or (ii) inscribe, paint, affix, or otherwise display signs, advertisements or notices in, on, upon or behind any windows or on any door, partition or other part of the interior or exterior of the Building without the prior written consent of Sublessor. If such consent be given by Sublessor, any such sign, advertisement, or notice shall be inscribed, painted or affixed by Sublessor, or a company approved by Sublessor, but the cost of the same shall be charged to and be paid by Sublessee, and Sublessee agrees to pay the same promptly, on demand.

7. No contract of any kind with any supplier of towels, water, ice, toilet articles, waxing, rug shampooing, Venetian blind washing, furniture polishing, lamp servicing, cleaning of electrical fixtures, removal of waste paper, rubbish or garbage, or other like service shall be entered into by Sublessee, nor shall any vending machine of any kind be installed in the Building, without the prior written consent of Sublessor.

8. When electric wiring of any kind is introduced, it must be connected as directed by Sublessor, and no stringing or cutting of wires will be allowed, except with the prior written consent of Sublessor (such consent not to be unreasonably withheld), and shall be done only by contractors approved by Sublessor. The number and location of telephones, telegraph instruments, electric appliances, call boxes, etc., shall be subject to Sublessor's approval. No Sublessee shall lay linoleum or other similar floor covering so that the same shall be in direct contact with the floor of the Leased Premises; and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material, the use of cement or similar adhesive material being expressly prohibited.

9. No additional lock or locks shall be placed by Sublessee on any door in the Building, without prior written consent of Sublessor. Two keys will be furnished Sublessee by Sublessor; two additional keys



will be supplied to Sublessee by Sublessor, upon request, without charge; any additional keys requested by Sublessee shall be paid for by Sublessee. Sublessee, its agents and employees, shall not have any duplicate key made and shall not change any locks. All keys to doors and washrooms shall be returned to Sublessor at the termination of the tenancy, and, in the event of loss of any keys furnished, Sublessee shall pay Sublessor the cost of replacing the lock or locks to which such keys were fitted and the keys so lost.

10. Sublessee shall not employ any person or persons other than Sublessor's janitors for cleaning the Leased Premises, without prior written consent of Sublessor. Sublessor shall not be responsible to Sublessee for any loss of property from the Leased Premises however occurring, or for any damage done to the effects of Sublessee by such janitors or any of its employees, or by any other person or any other cause.

11. No bicycles, vehicles or animals (except for seeing eye dogs) of any kind shall be brought into or kept in or about the Leased Premises.

12. Sublessee shall not conduct, or permit any other person to conduct, any auction upon the Leased Premises; manufacture or store goods, wares or merchandise upon the Leased Premises, without the prior written approval of Sublessor, except the storage of usual supplies and inventory to be used by Sublessee in the conduct of its business; permit the Leased Premises to be used for gambling; make any unusual noises in the Building; permit to be played any musical instruments in the Leased Premises; permit to be played any radio, television, recorded or wired music in such a loud manner as to disturb or annoy other Sublessees; or permit any unusual odors to be produced upon the Leased Premises.

13. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises, without the prior written consent of Sublessor (such consent not to be unreasonably withheld). Such curtains, blinds and shades must be of a quality, type, design, and color, and attach in a manner approved by Sublessor.

14. Canvassing soliciting and peddling in the Building are prohibited, and Sublessee shall cooperate to prevent the same. Retail sales will be limited to the ground level and lower level retail store area.

15. There shall not be used in the Leased Premises or in the Building, either by Sublessee or by others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards, and no hand trucks will be allowed in passenger elevators.

16. Sublessee before closing and leaving the Leased Premises, shall ensure that all entrance doors are locked.

17. Sublessor shall have the right to prohibit any advertising by Sublessee which in Sublessor's opinion tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Sublessor, Sublessee shall refrain from or discontinue such advertising.

18. Sublessor hereby reserves to itself any and all rights not granted to Sublessee hereunder, including, but not limited to, the following rights which are reserved to Sublessor for its purpose in operating the Building:

(a) The exclusive right to the use of the name of the Building for all purposes, except that Sublessee may use the name as its business address and for no other purpose;

(b) The right to change the name or address of the Building, without incurring any liability to Sublessee for so doing;

- (c) The right to install and maintain a sign or signs on the exterior of the Building;
- (d) The exclusive right to use or dispose of the use of the roof of the Building;
- (e) The right to limit the space on the directory of the Building to be allotted to Sublessee; and
- (f) The right to grant to anyone the right to conduct any particular business or undertaking in the Building.

19. Sublessee and Sublessee's employees shall park their automobiles only in such number of spaces, if any, as Sublessor may fix, taking into consideration the need for customer parking and other factors. The spaces, if any, assigned to Sublessee and Sublessee's employees shall be limited to any parking area designated by Sublessor for use of office Sublessees, and the right to use spaces so assigned to Sublessee and its employees shall be subject to such regulations as Sublessor may reasonably promulgate from time to time to prevent parking by unauthorized parties or parking in prohibited areas.

20. All safes shall stand on a base of such size as shall be designated by the Sublessor. The Sublessor reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. No machinery of any kind or articles of unusual weight or size will be allowed in the Building, without the prior written consent of Sublessor. Business machines and mechanical equipment, if so consented to by Sublessor, shall be placed and maintained by Sublessee, at Sublessee's expense, in settings sufficient to absorb and prevent all vibration, noise and annoyance.

21. The Leased Premises shall not be used for lodging or sleeping purposes, and cooking therein is prohibited (except with respect to the customary office use of microwave ovens).

22. During times of heightened security, all persons entering or leaving the Building may be required to identify themselves to a watchman by registration or otherwise and to establish their rights to enter or leave the Building. Sublessor or its agents may exclude from the Building during such periods all persons who do not present satisfactory identification. Each Sublessee shall be responsible for all persons for whom he requests admission and shall be liable to Sublessor for all acts of such persons.

23. In addition to all other liabilities for breach of any provision of these Rules and Regulations, Sublessee shall pay to Sublessor all damages caused by such breach. The violation of any such provision may also be restrained by injunction.

24. Sublessor reserves the right to rescind, alter, waive or add, any Rule or Regulation at any time prescribed for the Building when, in the judgment of Sublessor, Sublessor deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of Sublessees or others in the Building. No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one Sublessee shall operate as a rescission, alteration or waiver in respect of any other Sublessee.

**CONSENT AGENDA  
JUNE 18, 2015**

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**CONSENT AGENDA  
JUNE 18, 2015**

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**EASTERN IDAHO TECHNICAL COLLEGE**

**SUBJECT**

Eastern Idaho Technical College Foundation (EITCF) short term merit pay increase

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E.2.c.iii.3.

**BACKGROUND/DISCUSSION**

Board policy V.E.2. and Article V.2.7. of the operating agreement between Eastern Idaho Technical College (EITC) and the EITCF provide as follows: "Any supplemental compensation of College employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to EITC, and EITC shall then pay compensation to the employee in accordance with EITC's normal practice. No EITC employee shall receive any payments or other benefits directly from the Foundation."

EITCF desires to award its executive director a bonus, and seeks Board approval to do so.

**IMPACT**

The approval of this request will allow for the EITCF to provide \$2,000 to EITC for a short term merit pay increase to the Foundation's Executive Director. This award is based on the Director's meritorious performance during FY2015.

**ATTACHMENTS**

Letter from the EITCF President, Douglas Benson

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Eastern Idaho Technical College for the Eastern Idaho Technical College Foundation to award a short term merit pay increase to the Executive Director of the Foundation.

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

**CONSENT AGENDA  
JUNE 18, 2015**

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(208) 535-5398  
1600 S. 2500 E.

Idaho Falls, ID 83404

**Doug Benson**  
Board Chair  
Bank of Idaho

**Deborah Moretto**  
Board Vice Chair  
U.S. Bank

**Becky Holzemer**  
Citizen's Community Bank

**Bobbe Crapo**  
Retired

**Carlo Melbihess**  
BEA - INL

**Cody Fresh**  
Platinum Construction

**Daren Long**  
RE/MAX ALL-IN REALTORS

**DeLyn Hendricks**  
Rich Broadcasting

**James Bitrick**  
Bechtel Marine Propulsion - NRF

**John Lindsay**  
Power Lube Express

**Josh Tolman**  
Mountain View Hospital

**Kristine Staten**  
Idaho Falls Downtown Development

**Lou Fatkin**  
EIRMC

**Richard Swenson**  
Retired

**Russell Slack**  
Fisher's Document Systems

**Scott Eskelson**  
Martin & Eskelson, PPLC

**Teri TeNgao**  
Intermountain Gas

**Tim Anderson**  
Cooper Norman

**Tracy Gohr**  
Cargil

**Natalie J. Hebard**  
EITCF Executive Director

**Bailey Winn**  
EITCF Scholarship Coordinator

THE GREAT  
**RACE**  
FOR EDUCATION

May 8, 2015

Dr. Steve Albiston, President  
1600 South 25<sup>th</sup> East  
Idaho Falls, Idaho 83404

RE: EITC Foundation Executive Director Bonus

Dear Dr. Albiston,

I am pleased to inform you that Natalie Hebard, the executive director of the EITC Foundation has performed far above and beyond the minimum criteria set for her by the board of directors of the foundation. As a result of this exemplary service, the board of directors as part of their April board meeting discussed as an agenda item approving a bonus for Natalie in the amount of \$2,000 which as we understand it is the maximum allowable under the State of Idaho educational statutes.

After a thorough discussion a motion was made and approved to award Natalie the full bonus amount. Further, it was approved that these funds could be made available from the unrestricted assets of the foundation if necessary and allowable under the state's rules governing such bonuses. Please advise the board of any further duties or responsibilities we would need to perform in order to affect this effort.

Thank you very much for your assistance in this matter. It is a thrill to serve with such dedicated individuals in such a worthwhile effort.

Sincerely,

Douglas Benson, Chairman  
Eastern Idaho Technical College Foundation  
Board of Directors

**CONSENT AGENDA  
JUNE 18, 2015**

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**CONSENT**  
**JUNE 18, 2015**

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**SUBJECT**

WWAMI Admissions Committee Appointment

**REFERENCE**

- |                    |  |
|--------------------|--|
| December 2-3, 2003 | A schedule of rotating terms of membership was created to allow the medical community greater opportunities to be involved in this activity. The Board approved the three-year rotating terms for the WWAMI Admissions Committee.                                    |
| August 10-11, 2006 | The Board approved three-year rotating terms for the University of Washington School of Medicine Committee on Admissions and appointed Dr. Roger Boe, Dr. David Anderson and Dr. Peter Kozisek as Idaho members of the Committee, with Dr. Boe serving for one year. |
| June 13-14, 2007   | The Board approved increasing the Committee to a four-member committee; and, appointed Dr. David Anderson, Dr. Peter Kozisek, Dr. Jennifer Garwick, and Dr. Mary Barinaga as Idaho members of the Committee.   |
| February 17, 2011  | The Board approved a three year appointment for Dr. Glenn Jefferson as an Idaho member of the WWAMI Admissions Committee and also approved a two year appointment for Dr. Leanne Rousseau.   |
| February 15, 2012  | The Board approved three-year appointment of Dr. Rodde Cox and Dr. Kelly Anderson.   |

**BACKGROUND/DISCUSSION**

The WWAMI Contract dated October 14, 1975 reads, "The University of Washington's Admissions Committee which reviews Idaho candidates shall include at least one member from Idaho who is mutually acceptable to the Idaho Board and to the University of Washington. The University of Washington will have final authority for acceptance or rejection of Idaho program candidates."

The Idaho WWAMI Admissions Committee consists of four physicians from Idaho who interview Idaho students interested in attending the University of Washington School of Medicine. The members of the Idaho WWAMI Admissions Committee serve three-year terms which are renewable once for an additional three years. The terms of the members are staggered so there are always senior members on the committee. Idaho physicians currently serving on the committee are: Dr. Leanne Rousseau of Post Falls, Dr. Glenn Jefferson of Lewiston, and Dr.



**CONSENT**  
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Rodde Cox of Boise. See committee member terms and rotation schedule in Attachment 2.

Dr. Kelly Anderson of Idaho Falls will be replaced by Dr. Lance Hansen of Montpelier.

The Idaho Admissions Oversight Nominating Committee consisting of the first-year Idaho WWAMI Director, the Idaho WWAMI Assistant Dean, Idaho State Board of Education Chief Academic Officer, the Idaho Admissions Committee Chair and a member of the Idaho Medical Association Committee on Medical Education Affairs, interviewed Dr. Hansen, taking into consideration, among other things, the desire for a geographically diverse committee membership, and a goal of not having more than one sub-specialist on the committee. The Idaho Admissions Oversight Nominating Committee unanimously supports his appointment as a new member of the Idaho Admissions Committee.

**IMPACT**

Admissions interviews take place in Boise over two separate weeks January – March. It is imperative the committee have the full four person membership in place by July 2015 to allow Dr. Hansen time to orient and train prior to the beginning of interview season.

**ATTACHMENTS**

Attachment 1 – Nomination Letter to SBOE	Page 3
Attachment 2 – Idaho WWAMI Admissions Committee Rotation Schedule	Page 5
Attachment 3 – Lance Hansen, MD - Application Cover Sheet	Page 7
Attachment 4 – Lance Hansen, MD - CV	Page 9
Attachment 5 – Lance Hansen, MD – Letter of Interest	Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho WWAMI Medical Education Program/University of Washington School of Medicine to appoint Dr. Lance Hansen to the Idaho WWAMI Admissions Committee effective July 1, 2015.

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

CONSENT  
JUNE 18, 2015



UW Medicine  
UW SCHOOL  
OF MEDICINE

April 22, 2015

Mike Rush, Ph.D.  
Executive Director  
Idaho State Board of Education  
650 W. State Street  
P.O. Box 83720  
Boise, ID 83720-0037

Dear Dr. Rush,

The Idaho Admissions Oversight Nominating Committee, consisting of the first-year Idaho WWAMI Director, Idaho WWAMI Assistant Clinical Dean, Idaho Admissions Committee Chair, Idaho State Board of Education's Chief Academic Officer, and a member of the Idaho Medical Association Committee on Medical Education Affairs, has identified the following Idaho Physician to serve on the Idaho Admissions Committee for the University of Washington School of Medicine for Entering Year 2016.

Dr. Lance Hansen is a family medicine physician practicing in Montpelier who will be replacing Dr. Kelly Anderson. Dr. Hansen's first term will begin July 2015 through June 2018 with a second term from July 2018 through June 2021. Attached, for your review is Dr. Hansen's interview packet.

Thank you for your serious consideration of this nomination and support of the Idaho Admissions Oversight Nominating Committee.

Should you have any questions, please feel free to contact me.

Sincerely,

Mary E. Barinaga, M.D.

Mary E. Barinaga, MD, .Assistant Dean, Office of Regional Affairs  
Idaho WWAMI Medical Education Program  
University of Washington School of Medicine  
322 E. Front Street, Suite 442, Boise, Idaho 83702  
e-Mail [barinm@uw.edu](mailto:barinm@uw.edu) Office (208) 364-4544 Fax (208) 334-2344

**CONSENT  
JUNE 18, 2015**

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**Idaho WWAMI Admissions Committee Membership Rotation Schedule**

Interview E-2012			Interview E-2013			Interview E-2014			Interview E-2015			Interview E-2016		
Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year
Kozisek, Chair, ExCom	Final	Final	Jefferson ExCom	1 <sup>st</sup>	2 <sup>nd</sup>	Jefferson ExCom	1 <sup>st</sup>	3 <sup>rd</sup>	Jefferson ExCom	2 <sup>nd</sup>	1 <sup>st</sup>	Jefferson ExCom	2 <sup>nd</sup>	2 <sup>nd</sup>
Garwick ExCom	Final	Final	Rousseau Chair, ExCom	1 <sup>st</sup>	2 <sup>nd</sup>	Rousseau ExCom	1 <sup>st</sup>	3 <sup>rd</sup>	Rousseau ExCom	2 <sup>nd</sup>	1 <sup>st</sup>	Rousseau ExCom	2 <sup>nd</sup>	2 <sup>nd</sup>
Jefferson	1st	1st	New: Cox	1 <sup>st</sup>	1 <sup>st</sup>	Cox	1 <sup>st</sup>	2 <sup>nd</sup>	Cox	1 <sup>st</sup>	3 <sup>rd</sup>	Cox	2 <sup>nd</sup>	1 <sup>st</sup>
Rousseau	1 <sup>st</sup>	1 <sup>st</sup>	New: Anderson	1 <sup>st</sup>	1 <sup>st</sup>	Anderson	1 <sup>st</sup>	2 <sup>nd</sup>	Anderson	1 <sup>st</sup>	3 <sup>rd</sup>	Hansen	1 <sup>st</sup>	1 <sup>st</sup>

**CONSENT**  
**JUNE 18, 2015**

Interview E-2017			Interview E-2018			Interview E-2019			Interview E-2020			Interview E-2021		
Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year
Jefferson ExCom	Final	Final	Cox ExCom	2 <sup>nd</sup>	Final	Hansen ExCom	2 <sup>nd</sup>	1st	Hansen ExCom	2 <sup>nd</sup>	2 <sup>nd</sup>	Hansen ExCom	2 <sup>nd</sup>	Final
Rousseau ExCom	Final	Final	Hansen ExCom	1 <sup>st</sup>	3 <sup>rd</sup>	New: TBD ExCom	1 <sup>st</sup>	2 <sup>nd</sup>	New: TBD ExCom	1 <sup>st</sup>	3 <sup>rd</sup>	New: TBD ExCom	2 <sup>nd</sup>	1st
Cox	2 <sup>nd</sup>	2 <sup>nd</sup>	New: TBD	1 <sup>st</sup>	1 <sup>st</sup>	New: TBD	1 <sup>st</sup>	2 <sup>nd</sup>	New: TBD	1 <sup>st</sup>	3 <sup>rd</sup>	New: TBD	2 <sup>nd</sup>	1 <sup>st</sup>
Hansen	1 <sup>st</sup>	2 <sup>nd</sup>	New: TBD	1 <sup>st</sup>	1 <sup>st</sup>	New: TBD	1 <sup>st</sup>	1 <sup>st</sup>	New: TBD	1 <sup>st</sup>	2 <sup>nd</sup>	New: TBD	1 <sup>st</sup>	3 <sup>rd</sup>

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**APPLICATION**  
**~ Idaho Admissions Committee ~**

**University of Washington School of Medicine/WWAMI Program**

**Yes!** I am interested in applying for an appointment to the Idaho WWAMI Admissions Committee for the University of Washington School of Medicine. I understand the position is for a 3-year term (*with the option to complete a 2<sup>nd</sup> 3-year term*) and that Committee duties will require a significant commitment of time, including 2 weeks of interviews during January through March.

**1. General Information**

Name: Lance Hansen Specialty: Family Medicine  
Mailing Address: Home | Office  
123 Valley View Drive | 465 Washington Street  
Montpelier, Idaho 83254 | Montpelier, Idaho 83254  
Cell Phone Number: (208) 891-5907 Fax Number: (208) 847-4336  
E-mail Address: hansenlance@yahoo.com

**2. Letter of Interest**

Please provide a one-page written statement indicating why you are interested in serving on the Idaho Admissions Committee and how you believe you can contribute to the admissions process. Please also acknowledge that you won't have a child applying for admission to UWSOM within the next 7 years.

**3. Attach a copy of your current CV to application packet**

**4. Return completed application, letter of interest and CV to:**

To: Idaho WWAMI Medical Education Program  
322 E. Front Street, Suite 442  
Boise, ID 83702  
Fax (208) 334-2344

Signature: Lance Hansen Date: 3/20/15

**CONSENT  
JUNE 18, 2015**

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**CONSENT  
JUNE 18, 2015**

**Lance A. Hansen, MD**  
123 Valley View Drive  
Montpelier, Idaho  
(208) 891-5907  
hansenlance@yahoo.com  
Place of birth: Blackfoot, Idaho

---

EDUCATION

2005-2009            **University of Washington School of Medicine—Seattle, WA**

2003-2005            **The College of Idaho—Caldwell, ID**  
BS, Biology, *summa cum laude*

POSTGRADUATE TRAINING

2009-2012            **Family Medicine Residency of Idaho, Caldwell Rural Training Track—**  
Boise and Caldwell, Idaho: Chief Resident—2011-2012

FACULTY POSITIONS

2015                    **Family Medicine Residency of Idaho—Rural Rotation Preceptor**

2013-Present        **University of Washington School of Medicine, Department of Family**  
**Medicine—Clinical Instructor**

WORK EXPERIENCE

2012-Present        **Bear Lake Memorial Hospital—Family Physician—Montpelier, ID**  
Practice includes: clinic, ER, hospitalist, OB (with C-sec.), colonoscopy/EGD

HOSPITAL POSITIONS

2015                    **Bear Lake Memorial Hospital Medical Staff President-Elect**

2013-Present        **Bear Lake Memorial Hospital Wellness Committee Physician**

2012-Present        **Bear Lake Family Care Immunizations Director**

SERVICE & COMMUNITY INVOLVEMENT

2013-Present        **University of Washington School of Medicine Rural/Underserved**  
**Opportunities Program—Community Preceptor: Montpelier, ID**

2012-Present        **Bear Lake County Emergency Medical Service—Intraining Instructor**

2010-Present, 03-05    **Boy Scouts of America—Merit Badge Counselor, Scout Leader**

2008-Present        **Church Sunday School Teacher**

2013                    **Ecuador Medical Mission—one week in rural, mountain villages**

2011-2012            **Discovering Careers in Medicine—involved five rural Idaho school districts**

2010-2011            **College of Idaho Physician's Panel and Mock Interview Panel**



SELECTED HONORS/AWARDS

2011-2012                    **Family Medicine Residency of Idaho, Rural Track—Chief Resident**

2006-2009                    **Erma & Charles Bower WWAMI Scholarship—Merit Based**

2005                            **College of Idaho Athletic Director’s Award—one student-athlete chosen from 19 teams on campus**

2004-2005                    **Two-Time NAIA Academic All-American Team—Basketball**

2001-2005                    **Collegiate Basketball Player(scholarships)—College of Idaho, Casper College**

BOARD CERTIFICATION

July 2012                    **American Board of Family Medicine**

CURRENT LICENSES/CERTIFICATIONS

Present                      **Idaho State Board of Medicine—expires June 2015**

Present                      **BLS/ACLS, ALSO, ATLS, NRP, PALS**

PROFESSIONAL ORGANIZATIONS

2005-Present                **American Academy of Family Physicians**

2005-Present                **Idaho Academy of Family Physicians**

PUBLICATIONS AND POSTER PRESENTATIONS

**L. Hansen.** “Childhood Tooth Decay Prevention: Educating Parents in Moscow, Idaho.” *Journal of Investigative Medicine*, Vol 55 (1), #212, 2007

January 2007                **Western Student Medical Research Forum—Carmel, CA**

October 2006                **UW Independent Investigative Inquiry Poster Presentation**

REFERENCES

**Samantha Portenier, MD—Director, FMRI Caldwell Rural Training Track**  
Phone: (208) 453-3352  
Email: sportenier@msn.com

**Peter Crane, MD—Family Physician: Montpelier, ID**  
Phone: (208) 847-4495  
Email: peter.crane@blmhospital.com



CONSENT  
JUNE 18, 2015

Bear Lake Family Care and OB/GYN

465 Washington St., Montpelier, ID 83254  
Ph: (208) 847-4495. Fax (208) 847-4336

Peter M. Crane, M.D.  
Lance A. Hansen, M.D.  
Lynn Dayton, M.D.  
Alex C. Moss, PA-C  
Joseph L. Dayton, PA-C

March 19, 2015

Dear Dr. Mary Barinaga:


I am writing you this letter to express my sincere interest in selecting the next generation of Idaho WWAMI physicians. I believe that my life experience and perspective provide a framework for my interest in the Idaho admission's committee position as well as how I can meaningfully contribute.

Growing up on a rural Idaho potato farm, I gained grit and a loyalty to this land. My connection to Idaho has never wavered. As an Idaho WWAMI student, I took advantage of the opportunity to train in Idaho as much as possible (three out of four years). From the beginning of medical school, I felt a sense of responsibility and accountability to the citizens of Idaho, who help make WWAMI a reality. This exceptional educational experience helped me to forge many relationships with the Idaho medical community and to gain the confidence to practice primary care. Following medical school, I trained at the Family Medicine Residency of Idaho, including two years at the Caldwell rural training track. As a resident, I had the opportunity to interview and help rank numerous applicants for the rural training track, which provided valuable experience and insight. This unparalleled residency training propelled me into my current practice as a rural, full spectrum family physician in Montpelier, Idaho.

As a rural Idaho family physician, I see the challenges and unmet needs that much of our state encounters, which has helped me to further appreciate the principles of "grow your own" and "train to retain." Many Idaho communities need ambitious physicians who form relationships of trust as leaders, volunteers, and advocates but can maintain a healthy life-balance and perseverant perspective. We know that applicants from rural and underserved areas are more likely to return to those communities, which was the case for me. For this reason, I have mentored youth from the aforementioned backgrounds (UDOC and Careers in Medicine). In addition, we know that when medical students or residents have genuine exposure to rural or underserved medicine, they are more likely to consider it as a practice opportunity. Thus, I work with medical students and residents in Montpelier, hopefully providing them with intrigue, excitement, and the confidence to consider a rural practice career.

The responsibility and opportunity to help select Idaho WWAMI students and hopefully future Idaho physicians is substantial. I recall being disappointed as a medical student when colleagues reported that they had no intent of returning to Idaho. It is not realistic for every student to return to Idaho, as their life circumstances, interests, or Idaho opportunities may change. However, I know that as we invest in the right students, Idaho communities will see a great benefit. I am grateful for those who appreciated my grit and chose to invest in me as an Idaho WWAMI student.

Thank you for your consideration and time. Please note that I do not have any children who would be applying for a WWAMI seat in the next 7 years.

  
Lance Hansen, MD

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**CONSENT AGENDA**  
**JUNE 18, 2015**

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**SUBJECT**

Programs and Changes Approved by Executive Director - Quarterly Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.G.8.a., Postsecondary Program Approval and Discontinuance

**BACKGROUND/DISCUSSION**

On August 13, 2014, the Board was presented with a full report on Program Prioritization to include a summary of programmatic changes institutions propose to implement as a result of this process.

Board staff developed a streamlined program approval process that aligns with Board Policy III.G for processing the changes *en masse*. The process was divided into three parts and required institutions to submit batch notices for minor program changes, creation and discontinuation of new academic program components, and name changes. A batch request was required for the discontinuation of academic and professional-technical education (PTE) programs, centers, institutes, etc.; the creation, consolidation, and bifurcation of undergraduate programs; and the creation of new undergraduate certificates.

Board staff maintained the existing proposal process for any new academic/PTE programs; the creation, consolidation, and bifurcation of graduate programs; new graduate certificates; program expansion to off-campus sites; creation of new academic centers, institutes; and the transition of existing programs to online delivery. Institutions were required to follow the standard proposal process for self-support or professional fee program requests consistent with Board Policy V.R.

In accordance with Board Policy III.G.3.b.i.(2) and 4.b, prior to implementation the Executive Director may approve any new, modification, and/or discontinuation of academic or professional-technical education programs, with a financial impact of less than \$250,000 per fiscal year. Each institution has indicated that their respective program changes provided in Attachment 1 fall within the threshold for approval by the Executive Director.

Consistent with Board Policy III.G.8.a., the Board office is providing a quarterly report of program changes from Idaho's public institutions that were approved between February 2015 and May 2015 by the Executive Director.

**ATTACHMENTS**

Attachment 1 – List of Programs and Changes Approved  
by the Executive Director

Page 3

**BOARD ACTION**

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

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**Program Prioritization Changes**

Approved by Executive Director  
February 2015 and May 2015

Institution	Batch Request and Approval
ISU	Creation of New Department of Emergency Services
ISU	College of Science and Engineering 1) <b>Discontinue</b> the Master of Natural Science in Biology 2) <b>Discontinue</b> the Master of Natural Science in Chemistry 3) <b>Discontinue</b> the Master of Natural Science in Geosciences 4) <b>Discontinue</b> the Master of Natural Science in Physics
ISU	Division of Health Sciences 1) <b>Discontinue</b> AAS in Radiographic Science
ISU	Kasiska School of Health Professions 1) <b>New</b> undergraduate Certificate in Community Paramedic
LCSC	Academic Program Discontinuations <ul style="list-style-type: none"> <li>• Entrepreneurship, A.S.</li> <li>• Liberal Arts: Humanities, A.A.</li> <li>• Liberal Arts: Social Science, A.A.</li> </ul>
LCSC	Professional-Technical Program Discontinuations <ul style="list-style-type: none"> <li>• Digital Imaging, Intermediate Technical Certificate</li> <li>• Offset Press, Intermediate Technical Certificate</li> </ul>
UI	Discontinue the following majors/degrees and certificates: <ul style="list-style-type: none"> <li>• B.S., Medical Technology</li> <li>• B.A., B.S., American Studies</li> <li>• B.S.Art.Ed. Art Education</li> <li>• Ed.S.AO.L.L, Adult/Organizational Learning and Leadership</li> <li>• M.S., Hydrology</li> <li>• M.S., Microbiology, Molecular Biology, &amp; Biochemistry</li> <li>• M.A.T, English</li> <li>• M.A.T, Art</li> <li>• M.S, M.Eng, Environmental Engineering</li> <li>• Adult Basic Ed/GED Instructor Certificate</li> <li>• Heating, Ventilation, Air Conditioning Certificate</li> <li>• Advanced Materials Design Certificate</li> <li>• Semiconductor Theory &amp; Devices Certificate</li> <li>• Water Resources Engineering Certificate</li> <li>• Electric Machines Certificate</li> <li>• Communications and Control Certificate</li> <li>• Structural Engineering Certificate</li> <li>• Applied Geotechnics Certificate</li> <li>• University of Idaho Leadership Undergraduate Academic Certificate</li> </ul>

Institution	Batch Notice to OSBE (Does not require approval but notification to OSBE per policy III.G. & Streamlined Process)
BSU	Change name of existing Master of Science in Geology to Master of Science in Geosciences
BSU	New Minor in Romance Languages
BSU	New Minor in Iberian Studies

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Institution	Batch Notice to OSBE (Does not require approval but notification to OSBE per policy III.G. & Streamlined Process)
ISU	New Emphasis in Economics under the MBA degree program
ISU	Change name of Department of Mathematics to Department of Mathematics and Statistics
ISU	Change name of Intermountain Center for Educational Effectiveness to Albion Center for Education Innovation
ISU	Revision of New Program Components processed in December 2014 a. <b>Change the name</b> of previously approved emphasis in Community College Leadership in the Ed.D. in Educational Leadership <b>to</b> an emphasis in Community College in the M.Ed. in Educational Leadership b. <b>Change the name</b> of previously approved K-12 Endorsement in Mathematics Coaching in the M.Ed. in Elementary Education <b>to</b> the K-12 Endorsement in Mathematics Consulting Teacher in the M.Ed. in Elementary Education. c. <b>Change the name</b> of previously approved K-12 Endorsement in Mathematics Coaching in the M.Ed. in Secondary Education <b>to</b> the K-12 Endorsement in Mathematics Consulting Teacher in the M.Ed. in Secondary Education.
LCSC	New or discontinuation of academic program components: <ul style="list-style-type: none"> <li>• Discontinue Gifted and Talented, minor and endorsement</li> <li>• Discontinue Computer Science emphasis areas of Information Systems, Information Technology, and Web Development</li> <li>• New Anthropology minor</li> </ul>
LCSC	Name changes to existing programs, instructional units <ul style="list-style-type: none"> <li>• Web Development – change names of A.A.S. and B.A.S. to <i>Web Design and Development</i></li> <li>• Graphic Arts/ Printing Technology – change names of A.A.S. and B.A.S. to <i>Graphic Communications</i></li> </ul>
UI	Program or Department Changes: <ul style="list-style-type: none"> <li>• Move Biological and Agricultural Engineering, BSBAE, M.Engr, MS, Ph.D</li> <li>• Rename to Biological Engineering and change degree to a B.S.</li> </ul>
UI	University Wide Program structure <ul style="list-style-type: none"> <li>• Move Bioinformatics and Computation Biology, M.S. and Ph.D. to College of Science</li> <li>• Move Bioregional Planning, M.S. and graduate certificate to College of Art and Architecture</li> <li>• Move Neuroscience, M.S. and Ph.D. to Department of Biology w/in College of Science</li> <li>• Move Environmental Science, B.S.Env.S, MS, and Ph.D to the College of Natural Resources</li> <li>• Move Water Resources M.S and Ph.D to College of Agricultural and Life Sciences</li> </ul>
UI	Change name of department- Conservation Social Sciences to Natural Resources and Society
UI	Reorganize the following majors: <ul style="list-style-type: none"> <li>• Agricultural Economics, B.S.Ag.Econ with emphases in:               <ul style="list-style-type: none"> <li>○ Applied Economics</li> <li>○ Agribusiness</li> </ul> </li> <li>• Agribusiness, B.S.Ag.Econ – Discontinue</li> </ul>
UI	Reorganize the following majors and degrees into one degree program w/emphases: <ul style="list-style-type: none"> <li>• B.Mus., Music Education: Instrumental</li> <li>• B.Mus., Music Education: Vocal</li> <li>• B.Mus., Music Education: Vocal-Instrumental</li> </ul> B.Mus., Music Education w/emphasis in: <ul style="list-style-type: none"> <li>• Instrumental</li> <li>• Instrumental-Vocal</li> <li>• Vocal-Voice</li> <li>• Vocal-Keyboard</li> </ul>

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Institution	Batch Notice to OSBE (Does not require approval but notification to OSBE per policy III.G. & Streamlined Process)
UI	Reorganize the following majors and degrees into one degree program w/emphases: <ul style="list-style-type: none"> <li>• BA/BS Applied Music</li> <li>• BA/BS Music History &amp; Literature</li> <li>• BA/BS Music Theory</li> </ul> BA/BS Music w/emphasis in: <ul style="list-style-type: none"> <li>• Applied</li> <li>• History and Literature</li> <li>• Theory</li> </ul>
UI	Reorganize the following majors and degrees into one degree program w/options: <ul style="list-style-type: none"> <li>• B.Mus. Music: Vocal Performance</li> <li>• B.Mus. Music Instrumental Performance</li> </ul> B.Mus. Music: Performance w/options in: <ul style="list-style-type: none"> <li>• Keyboard</li> <li>• Instrumental</li> <li>• Vocal</li> </ul>
UI	Reorganize the following major and degree <ul style="list-style-type: none"> <li>• Discontinue BFA Musical Theatre</li> <li>• Create Minor Musical Theatre</li> </ul>

**Academic Programs**

Approved by Executive Director  
February 2015 and May 2015

Institution	Program Changes
CSI	New General Education Academic Certificate
CWI	New General Education Academic Certificate
CWI	Discontinue AS, Agriculture Science
NIC	New General Education Academic Certificate
BSU	New BS, Business and Economics Analytics
BSU	New Computer Science Teacher Endorsement, Graduate Certificate
BSU	Health Care Simulation, Graduate Certificate
BSU	New School of Public Service <ul style="list-style-type: none"> <li>• Move Departments of Community &amp; Regional Planning, Criminal Justice, Military Science, Political Science, and Public Policy &amp; Administration from College of Social Sciences and Public Affairs to the School of Public Service</li> <li>• Move Departments of Anthropology, Communication, History, Psychology, and Sociology; BA program in Environmental Studies; and BA in Multidisciplinary Studies from College of Social Sciences and Public Affairs to the <u>College of Arts and Sciences</u>—<b>correction of department name previously reported in February 2015.</b></li> <li>• Discontinue College of Social Sciences and Public Affairs</li> </ul>
UI	New Organizational Dynamics Certificate, Undergraduate Certificate



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Institution	Program Changes
UI	New Bioinformatics and Computational Biology, Graduate Certificate
UI	Master of Natural Resources- Bifurcation of existing Major into two options: <ul style="list-style-type: none"> <li>• Natural Resources – Integrated Natural Resources</li> <li>• Natural Resources – Fire Ecology and Management</li> </ul>
UI	New BS, Sustainable Food Systems

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	Name change of existing instructional unit: School of Allied Health to School of Allied Health Sciences
BSU	Move existing minor in Refugee Studies from the School of Social Work to the Department of History
LCSC	New Minor/Endorsement, Online Teaching
LCSC	New Minor, Women's and Gender Studies
UI	New/Changes to Academic Program Components: <ul style="list-style-type: none"> <li>• New Pre-Health Professions Studies minor</li> <li>• Discontinue five options under the BS, in Biological Engineering               <ul style="list-style-type: none"> <li>○ Agricultural Engineering</li> <li>○ Biological Engineering</li> <li>○ Environmental Engineering</li> <li>○ Bioenergy Engineering</li> <li>○ Eco-Hydrological Engineering</li> </ul> </li> </ul>

**Professional - Technical Education Programs  
Approved by Executive Director**

Program Activity	Institution
Medical Assistant, Technical Certificate	CWI
Addition of Intermediate Technical Certificate and Advanced Technical Certificate to the Graphic Design Program	NIC

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**SUBJECT**

Indian Education Committee Appointment

**REFERENCE**

February 21, 2013	The Board approved the first reading of Board Policy I.P. combining the Higher Education and K-12 Indian Education Committees
April 18, 2013	The Board approved the second reading of Board Policy I.P. combining the Higher Education and K-12 Indian Education Committees
December 19, 2013	The Board approved members of the Idaho Indian Education Committee.
June 18, 2014	The Board approved the appointment of Dani Hansing to the Committee.
August 14, 2014	The Board approved the appointment of Kathy Albin and Bill Picard.
October 16, 2014	The Board approved the appointment of Mitzi Sabori to the Committee.
February 19, 2015	The Board approved the appointment of Pete Putra and Will Fanning.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.P.

**BACKGROUND/DISCUSSION**

The purpose of the Board's Indian Education Committee is "to advocate for American Indian students, act as an advisory body to the State Board of Education and the State Superintendent of Public Instruction, and serve as a link between the American Indian Tribes".

The Idaho Indian Education Committee consists of 19 members appointed by the Board and includes the following consistent with Board Policy I.P.

- One representative from each of the eight public postsecondary institutions
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education affiliations (K-12)
- One representative from each of the two Bureau of Indian Education schools
- One representative from the State Board of Education, as an ex-officio member

The College of Southern Idaho has forwarded Mr. Nolan Goubeaux's name for consideration to fill the current vacant seat for their representative. Mr. Goubeaux holds a Master of Public Administration and a Master of Environment and Natural Resources at the University of Wyoming in addition to being an alumni from

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Northwest College. Mr. Goubeaux is enthusiastic about education and student service and brings professional experience in student affairs from diverse institutions nationwide. With a strong passion for student success and engagement at the community college level, Mr. Goubeaux hopes to build upon the strong student-focused foundation at the College of Southern Idaho.

**IMPACT**

The proposed appointment replaces the CSI representative on the Committee.

**ATTACHMENTS**

Attachment 1 – Current Committee Membership	Page 3
Attachment 2 – Nomination Letter	Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Ms. Dani Hansing representing the College of Southern Idaho has left employment of CSI. Mr. Nolan Goubeaux has been identified to replace Ms. Hansing and serve as CSI's representative. If approved, Mr. Goubeaux would complete the current term of Ms. Hansing which runs from July 1, 2013 – June 30, 2018.

Board staff recommends approval.

**BOARD ACTION**

I move to appoint Mr. Nolan Goubeaux, representing the College of Southern Idaho to the Idaho Indian Education Committee, effective immediately.

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

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**State Board of Education  
Indian Education Committee**

**Dr. Yolanda Bisbee** is the Executive Director of Tribal Relations at the University of Idaho (UI). Term: July 1, 2013 – June 30, 2017.

**Selena Grace** is the Associate Vice President for Institutional Effectiveness at Idaho State University (ISU). Term: July 1, 2013 – June 30, 2016.

**James Anderson** is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Term: July 1, 2013 – June 30, 2018

**Bob Sobotta, Jr.** is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2013 – June 30, 2016

**Evanlene Melting-Tallow** is an Advisor for American Indian students at North Idaho College (NIC). Term: July 1, 2013 – June 30, 2017

**Nolan Goubeaux** is the Associate Dean of Student Affairs for the College of Southern Idaho (CSI). Term: July 1, 2013 – June 30, 2018

**Will Fanning** is the Dean of Professional-Technical Education at the College of Western Idaho (CWI). Term: July 1, 2013 – June 30, 2016

**Jared Gardner** is currently an Admissions Counselor at Eastern Idaho Technical College (EITC). Term: July 1, 2013 – June 30, 2017

**Jennifer Porter** is the chairperson's designee for the Kootenai Tribe. Term: July 1, 2013 – June 30, 2017

**Dr. Chris Meyer** is the Director of Education for the Coeur d'Alene tribe and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2013 – June 30, 2016

**Kathy Albin** is the High School Coordinator for the Coeur d'Alene tribe and serves as the K-12 Representative for the Tribe. Term: July 1, 2013 – June 30, 2016

**Bill Picard** is a member of the Nez Perce Tribal Executive committee and serves as the Tribal Chairperson's designee. Term: July 1, 2013 – June 30, 2018

**Joyce McFarland** is the Education Manager for the Nez Perce tribe and serves as the K-12 representative for the Nez Perce tribe. Term: July 1, 2013 – June 30, 2018

**Mitzi Sabori** is a member of the Fort Hall Business Council and serves as the Tribal Chairperson's designee for the Shoshone-Bannock Tribes. Term: July 1, 2013 – June 30, 2017

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**Vacant** is the Youth Education Coordinator for the Shoshone-Bannock Tribes and serves as the K-12 representative for the Shoshone-Bannock Tribes. Term: July 1, 2013 – June 30, 2016

**Pete Putra** is a member of the Shoshone-Paiute Tribes and serves as the Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2013 – June 30, 2018

**Shana Thomas** is the Owhyee Combined School Counselor for the Shoshone-Paiute Tribes and serves as the K-12 representative for the Shoshone-Paiute Tribes. Term: July 1, 2013 – June 30, 2017

**Eric Kendra** is the Superintendent of the Coeur d'Alene Tribal School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2016

**Eric Lords** is the Superintendent of the Sho-Ban Jr-Sr High School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2018

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May 20, 2015

Dr. Christopher Mathias  
Chief Academic Officer  
Office of Idaho State Board of Education  
650 W. State Street, Room 307  
Boise, ID 83720-0037

Dear Dr. Mathias:

The College of Southern Idaho will be continuing their participation in the Idaho Indian Education Committee with the State of Idaho. This Committee plays a key role in supporting the State of Idaho's education plans for the future of Indian education in the state of Idaho.

Nolan Goubeaux, Associate Dean of Student Affairs, will be our appointee to this statewide committee. Nolan's new to the College of Southern Idaho and begins on June 1, 2015. His contact information will be [ngoubeaux@csi.edu](mailto:ngoubeaux@csi.edu).

We look forward to working with the Idaho State Board of Education in this effort. If you have questions or concerns, please contact my office (208)732-6325.

Sincerely,

A handwritten signature in blue ink that reads 'Todd Schwarz'.

Todd Schwarz, Ph.D.  
Executive Vice President  
& Chief Academic Officer

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**STATE REHABILITATION COUNCIL**

**SUBJECT**

Idaho State Rehabilitation Council Membership

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section IV.G. Idaho State Rehabilitation Council.  
Federal Regulations 34 CFR§361.

**BACKGROUND/DISCUSSION**

Federal Regulations (34 CFR §361.17), set out the requirements for the State Rehabilitation Council, including the appointment and composition of the Council.

The members of the Council must be appointed by the Governor or, in the case of a State that, under State law, vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho code designates the State Board for Professional-Technical Education as that entity.

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;



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- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulation specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR §361.5(b)(29) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council, may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has three (3) reappointments, one (1) new appointment and one (1) resignation for Board approval. Lonnie Pitt is requesting to be reappointed as a representative of a former applicant or recipient of VR; his first term expires June 30, 2015. Angela Lindig is requesting to be reappointed as a representative of a parent training and information center; her first term expires June 30, 2015. Lori Gentillon is requesting to be reappointed as a representative of a community rehabilitation program; her first term expires June 30, 2015. Suzette Whiting is requesting to be appointed as a representative of a VR counselor. Max Sorenson has been serving as the representative for a VR counselor; his term is expiring on June 30, 2015 and he has requested not to be reappointed.

**IMPACT**

The above four (4) appointments and resignation will bring the IDVR Advisory Council membership to a total of 16 with two vacancies on the council, one for a representative from the State Independent Living Council and one for a representative of business, industry and labor. Minimum composition for the council is 15 members.

**ATTACHMENTS**

Attachment 1 - Current Council Membership

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**BOARD ACTION**

I move to approve the reappointment of Lonnie Pitt to the Vocational Rehabilitation State Rehabilitation Council as a representative of a former applicant or recipient of VR for a term of three years effective July 1, 2015 and ending June 30, 2018.

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

I move to approve the reappointment of Angela Lindig to the Vocational Rehabilitation State Rehabilitation Council as a representative of a parent training and information center for a term of three years effective July 1, 2015 and ending June 30, 2018.

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

I move to approve the reappointment of Lori Gentillon to the Vocational Rehabilitation State Rehabilitation Council as a representative of a community rehabilitation program for a term of three years effective July 1, 2015 and ending June 30, 2018.

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

I move to approve the appointment of Suzette Whiting to the Vocational Rehabilitation State Rehabilitation Council as a representative of a Vocational Rehabilitation counselor for a term of three years effective July 1, 2015 and ending June 30, 2018.

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

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**State Rehabilitation Council Membership**

<b>Members Shall Represent:</b>	<b>Number of Representatives Required</b>	<b>Name</b>	<b>Term Ends</b>	<b>Serving Term # (maximum 2)</b>
Parent Training & Information Center...	Minimum 1	Angela Lindig to be re-nominated	6/30/2015	1
Department of Education	Minimum 1	Alison Lowenthal	6/30/2017	1
Client Assistant Program	Minimum 1	Dina Flores - Brewer	n/a	No Limit
Workforce Development Council	Minimum 1	Gordon Graff	8/31/2015	1
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	n/a	No Limit
Former Applicant or Recipient	Minimum 1	Lonnie Pitt to be re-nominated	6/30/2015	1
Community Rehabilitation Program	Minimum 1	Lori Gentillon - to be re-nominated	6/30/2015	1
Business, Industry and Labor	Minimum 4	Lucas Rose	6/30/2017	1
		Rachel Damewood	6/30/2017	2
		Judith James	4/30/2018	1
VR Counselor	Minimum 1	Suzette Whiting to be nominated		
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	n/a	No Limit
		David Miles	n/a	No Limit
State Independent Living Council	Minimum 1	VACANT		
Disability Advocacy groups	No minimum or maximum	Jayne Womack - First term begins 7-1-2015	6/30/2018	1
		Molly Sherpa	3/31/2017	1
		Mike Hauser	2/28/2018	1
Updated 5/13/2015				Total Mbrs 16

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**SUBJECT**

Appointments to the Data Management Council

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.O.

**BACKGROUND/DISCUSSION**

The Data Management Council (Council) is tasked with making recommendations on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and oversees the creation, maintenance and usage of said system. There are 12 seats on the Council. The Council consists of representatives from the Office of the State Board of Education (OSBE), public postsecondary institutions, a registrar, State Department of Education, school districts, Professional-Technical Education, and the Department of Labor.

Each year, half of the seats are up for appointment. Each term is 2 years commencing on July 1<sup>st</sup>. The candidates for reappointment are:

Georgeanne Griffith (Lakeland School District)  
Tami Haft (North Idaho College)  
Carson Howell (Office of the State Board of Education)  
Todd King (Idaho State Department of Education)  
Heather Luchte (Professional-Technical Education)  
Vince Miller (Idaho State University)

Will Goodman is currently serving on the Council as a representative from the State Department of Education. Will has announced his resignation from the Department, effective the beginning of July. His replacement, Chris Campbell, is proposed to fill out the remainder of Will's term on the Council.

**IMPACT**

Appointment of these individuals will fill all seats on the Data Management Council.

**STAFF COMMENTS AND RECOMMENDATIONS**

The Data Management Council met and formally voted to recommend these individuals for the open seats on the Council. Each person expressed their desire to serve on the Council and are qualified.

Staff recommends approval.

**CONSENT**  
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**BOARD ACTION**

I move to approve the reappointment of Georgeanne Griffith, Tami Haft, Carson Howell, Todd King, Heather Luchte, and Vince Miller and appointment of Chris Campbell to the Data Management Council.

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

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Alcohol Report and Request for Pre-game Alcohol Waiver – Caven Williams Sports Complex and Stueckle Sky Center

**REFERENCE**

- June 2013            Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2013 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2014 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.
- June 2014            Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2014 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2015 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I. J.

**BACKGROUND/DISCUSSION**

For the past ten football seasons, the Board has granted permission under Policy, I.J. to allow service of alcohol on campus in conjunction with Bronco home football games and the Famous Idaho Potato Bowl. Boise State University requests Board approval to provide alcohol service in the Caven Williams Sports Complex and the Stueckle Sky Center prior to each home football game for the 2015 season, a potential conference championship game, the Famous Idaho Potato Bowl Game, and the 2016 Spring Game, as outlined below.

**Caven Williams Sports Complex**

The University is seeking permission to provide alcohol service in the Caven Williams Sports Complex for the purpose of creating a gathering place for Albertson Stadium patrons prior to home football games. In the secure area, ticketed patrons of Albertsons Stadium may purchase food and beverages (non-alcoholic and alcoholic) from the University's official food service provider.

The Caven Williams Sports Complex will serve as a restaurant-style, pre-game gathering place for patrons of Albertsons Stadium. This space will become part of the Bronco Gameday experience. It will add value to those attending Bronco football games by offering unique food and drink options in a lighted, temperature-controlled environment.

As with the previous years, Boise State University will provide all the control



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measures and follow all requirements of Board policy regarding alcohol service. In addition, the University will conduct the pre-game activities under the following conditions:

1. All patrons must show a valid game ticket to enter the Caven Williams Sports Complex.
2. Event begins three hours prior to kick off and ends at the start of the game.
3. The Caven Williams Sports Complex will be secured to control access to and from the area.
4. There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for valid game tickets of all patrons entering the facility.
5. One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identify attendees over the age of 21.
6. There will be one entrance to each queuing line for beer and wine sales. Each entrance will be manned by security personnel who will check wristbands of all patrons prior to entering the line. Only those patrons with wristbands will be allowed to enter the queue for alcohol purchases.
7. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
8. No alcohol making or distributing companies will be allowed to sponsor the event.
9. Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
10. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
11. The SBOE alcohol policy will be included in Boise State's 2015 Fan Guide and will be posted at the entrance of Caven Williams Complex on gamedays. This notice will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

**Stueckle Sky Center**

Prior to approval of construction of the skybox suites, the Board granted approval for the University to represent that alcohol service would be available in the skyboxes. Based on that approval, the leases with patrons for the suites, club seats and loge seats were all created with the understanding that alcohol service would be available during games in this area of the stadium only. However, such alcohol service is clearly known to be at the sole discretion of the Board.

The University seeks permission to allow alcohol sales to patrons leasing seats in the Stueckle Sky Center on the west side of the stadium. In this secure area, Boise

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State will allow patrons to purchase food and beverages, both non-alcoholic and alcoholic.

The University will provide all control measures and follow all requirements of Board policy regarding alcohol service. As with the previous years, the University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. In addition, the University will conduct the pre-game activities under the following conditions:

1. The Sky Center is enclosed and totally separate from the general seating areas; alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.
3. Service will begin no sooner than three hours prior to kick off and will end at start of the 4<sup>th</sup> quarter.
4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Center area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.
7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
9. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
10. No alcohol making or distributing companies may be allowed to sponsor the activities.
11. Boise State University will implement further measures to assure underage drinking does not take place in the Sky Center as shown on the attachment. A list of those measures defining how the Sky Center is monitored and secured is attached. This security plan was provided to the Board at the Board's request with regard to the 2011 season.

Boise State University utilizes campus security, along with the Boise City Police and other law enforcement and civilian officials, to control and manage the service of alcohol. Even during sold out games, no serious issues or concerns have been reported since alcohol service began in 2005. Boise State will have the same or an enhanced security plan that has been in place for the past ten seasons for the coming season.

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**IMPACT**

Approval will allow Boise State University to continue the practice of serving alcohol in restricted areas during home football games.

**ATTACHMENT**

Attachment 1 – Security Plan – Caven Williams Alcohol Waiver Page 5  
Attachment 2 – Security Plan – Stueckle Sky Center Page 8

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2014 football season.

**BOARD ACTION**

A motion to approve the request by Boise State University to establish secure areas under the conditions set forth in this request, and in full compliance with Board policy I.J., for the purpose of allowing alcohol service during pre-game activities for the 2015 home football season, a potential conference championship game, the Famous Idaho Potato Bowl, and the 2016 Spring Game; a request will be brought back to the Board after the conclusion of the 2015 season for reconsideration for 2016.

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

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**Boise State University  
2015 Football Season – Bronco Stadium  
Security Plan and Alcohol Report  
Caven Williams Sports Complex**

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex. Security plans for the facility are as follows and will be conducted at each home game for the 2015 season. The plan outlines measures taken to ensure that no underage drinking occurs.

**Caven Williams Sports Complex**

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2014 seasons. We will create a secure, indoor, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for Boise State football game patrons as with the previous years; Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the pre-game activities under the following conditions:

**Caven Williams Game Day Staffing**

- Two Crowd Managers at front entrance checking individual passes to all that enter. Only patrons with a valid game ticket will be allowed to enter the facility.
- Two Aramark employees (TIPS trained) will check ID's and issue color coded wrist band.
- Crowd Manager checking for color coded wrist band stationed at entrance to the queuing area for purchase of alcohol.
- Crowd Manager roaming entire area checking for color coded wrist band and patron behavior
- Two Boise State Athletics employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary.
- Three Bronco Sports Marketing employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary.
- One Boise State University Operations employee roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary. Also responsible for checking entrances to secure building ensuring that no one is present without proper credentials.

**Policies for Facility**

- All who enter the Caven Williams Sports Complex must have a valid game ticket.
- Event begins three hours prior to kick off and ends at the start of the game.
- The Caven Williams Sports Complex will be secured to control access to and from the area.
- There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for a valid game ticket of all patrons entering the facility.
- One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identity attendees over the age of 21.
- Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all

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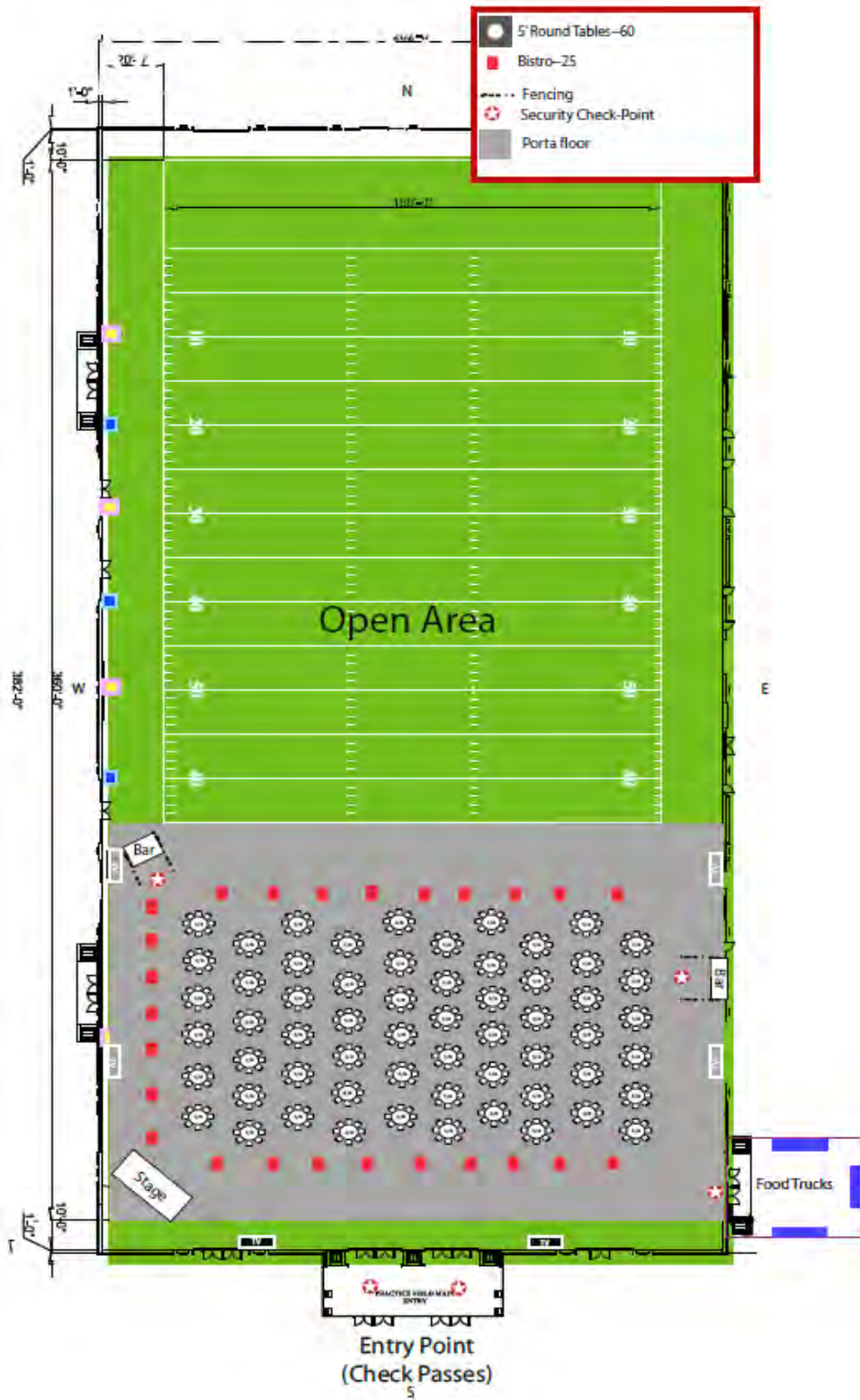
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alcohol to those of legal drinking age only.

- No alcohol making or distributing companies may be allowed to sponsor the event.
- The SBOE alcohol policy as it relates to the Caven Williams Complex will be included in Boise State's 2015 fan guide.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

Attached is the map of the facilities in the Caven Williams Sports Complex and how it will be configured for the game day events

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**Boise State University  
2015 Football Season – Bronco Stadium  
Security Plan and Alcohol Report  
Stueckle Sky Center**

The following report addresses security for alcohol service in the Stueckle Sky Center at Boise State Football games. Security plans for the Sky Center are as follows and will be conducted at each home game for the 2015 season. The plan outlines measures taken to ensure that no underage drinking occurs.

There have been no serious incidents regarding the service of alcohol during the 2005 through 2014 seasons.

As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the activities with the following staffing and security in the building on game day.

**Staffing Plan**

The following staffing will be implemented. The staff will be instructed that controlling the prevention of underage drinking of alcohol and/or overindulgence of alcohol is high priority.

- Crowd Management Supervisor — Oversee all patron services staff for the SSC
- Assistant Crowd Management Supervisor -- Assists Crowd Management Supervisor in supervision of patron services staff in the SSC

**North Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point. Will check tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Loge level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**South Elevator Lobby**

- Crowd Manager throughout the game. Stationed at entry point, checks tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Club level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

**Level 3-- Loge Level**

- Crowd Manager at the N. stairs stadium to loge level – Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- N Elevator lobby Crowd Manager - Monitors Patrons who enter the Loge Level bar, assists in monitoring alcohol sales at the bar.
- Club Room Bar Crowd Manager -- Monitors the alcohol sales at the bar. Patron Services Duties
- South stairs stadium to loge level Crowd Manager. Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- Crowd Manager to rove throughout the loge level – Patron services duties, monitors alcohol sales in bar and seating area.

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**Level 4- Club Level**

- Club Room Crowd Manager - Monitors the alcohol sales at the bar. Patron Services Duties
- South Stairwell Crowd Manager - Monitors movement of SSC patrons between the Suite and club level.
- Hallway Crowd Manager - Rove throughout the hall way. Patron services duties, monitors alcohol sales at kiosk.
- Club Lounge Crowd Manager - Monitors alcohol sales in bar area and patron services duties
- North Stairwell Crowd Manager -- Monitors movement of SSC patrons between the Suite and club level.
- Club Area Crowd Manager - Monitors back row of club seating area to ensure the isle remains clear. Patron services duties.
- West Stairs Crowd Manager between 4<sup>th</sup> and 5<sup>th</sup> floor-- Monitors movement of SSC patrons between the Suite and club level.
- Crowd Manager to rove between lounge and hallway—Patron services duties and assists in monitoring alcohol sales at bar and kiosk.

**Level 5—Suite Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.
- North End of Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.

**Level 6—Press Level**

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South End Hallway Crowd Manager - Patron services duties and rove hall to monitor patron in the suites.
- North End Hallway Crowd Manager - Patron services duties. Rove hall to monitor patron in the suites.

**Policies**

- SSC is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
- There is no access from the general seating area into SSC. Only patrons who hold tickets to seats in the SSC will be allowed into the Sky Center during games.
- The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.
- Security personnel will not allow patrons to exit or enter the area with any food or beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
- The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.
- No alcohol making or distributing companies may be allowed to sponsor the activities.



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- Each suite in the SSC shall have a sign displayed prominently with the following statement:

**Laminated info sheet included in all suites placed on refrigerator.**

Boise State University has received permission from the State Board of Education to serve alcohol in the Stueckle Sky Center. To continue to provide this service, we will need your help and cooperation.

- Please drink responsibly.
- The University will enforce a **zero tolerance policy** on **alcohol abuse** and **underage drinking** that could result in removal from the Sky Center and revocation of game tickets.
- Underage drinking is against the law and is not allowed anywhere in the Stueckle Sky Center.
- Please keep all items away from open windows. Items dropped or thrown from the suites could seriously injure fans seated below.
- Ticket must be displayed on a lanyard at all times. If you do not have a lanyard, let an usher know so one can be provided.
- Service of alcoholic beverages will cease at the completion of the third quarter.
- Alcoholic beverages are not allowed in the elevators.
- Patrons are not allowed to enter or exit the Stueckle Sky Center with any food or beverage.

**“It is a privilege for us to serve alcohol in the Stueckle Sky Center”**  
**Have a great Game Day, GO BRONCOS!**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Request for Pre-game Alcohol Waiver

**REFERENCE**

June 2011	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2011 football season.
June 2012	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2012 football season.
June 2013	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2013 football season.
June 2014	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2014 football season.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section I.J.

**BACKGROUND / DISCUSSION**

Board policy does not allow service of alcohol on campus in conjunction with athletic events. Exceptions to this policy have been granted provided an acceptable and manageable plan has been provided (Boise State and University of Idaho for the 2004 - 2014 football seasons).

During the 2007 through 2014 football seasons, Idaho State University followed models established by the University of Idaho and Boise State University for staging similar events.

In accordance with approval granted by the State Board for the 2014 football season, ISU reports that the program in place appeared to work well and that there were no reports of violations of the policy or Board approved conditions or incidents of underage drinking. Idaho State University is continuing to work with campus public safety, the Pocatello City Police and other officials to provide a controlled area for service of alcohol prior to home football games.

Idaho State University requests Board approval to establish a secure area on the West side of Holt Arena, prior to each home Bengal football game, for the purpose of allowing corporate partners, Bengal Foundation, Football Alumni Team

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members and invited guests the opportunity to gather with clients, friends, and guests for the 2015 home football games. In this secure area, Idaho State University Athletics will allow patrons to purchase food and beverages (non-alcoholic and alcoholic). The alcoholic beverages will be sold and served by a licensed provider and the University's official food service provider. Idaho State University will provide control measures and follow all requirements of Board policy regarding alcohol service. The University will conduct the pre-game activities under the following conditions:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.
3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests. No one under legal drinking age will be admitted.
5. All corporate partners involved in the pre-game location will be sent a letter outlining pre-game location and the SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. One entry/exit point, which will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the Fall 2015 home football games, including sales and service of alcohol.
11. A review of the 2015 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

**IMPACT**

If approved, ISU will be able to include the sale of alcohol in secure area outlined in Attachments 1 and 2, on campus at home football games during the 2015 season.

**ATTACHMENTS**

Attachment 1 - Holt Arena – Full Aerial View	Page 4
Attachment 2 - Detail of Booth and Service Areas – West Side of Sports Med Center – Proposed Control Area	Page 5

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**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as ISU's report regarding service during the 2014 football season.

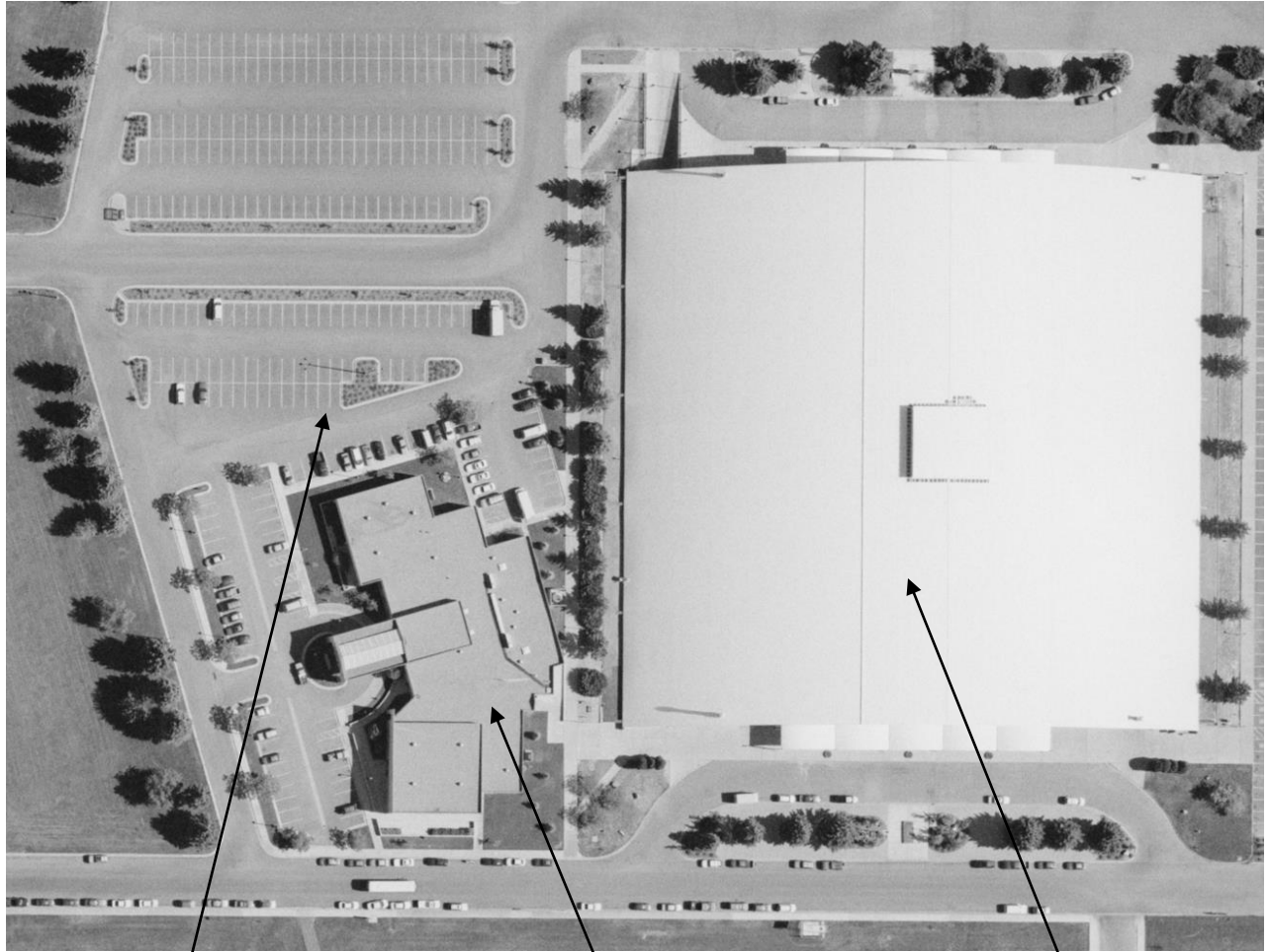
**BOARD ACTION**

I move to approve the request by Idaho State University to establish secure areas as specified in Attachments 1 and 2, for the purpose of allowing alcohol service during pre-game activities in full compliance with Board Policy I.J. during the 2015 season home football games.

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

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**Aerial View of Holt Arena and Sports Med Center**



Football Tailgate area

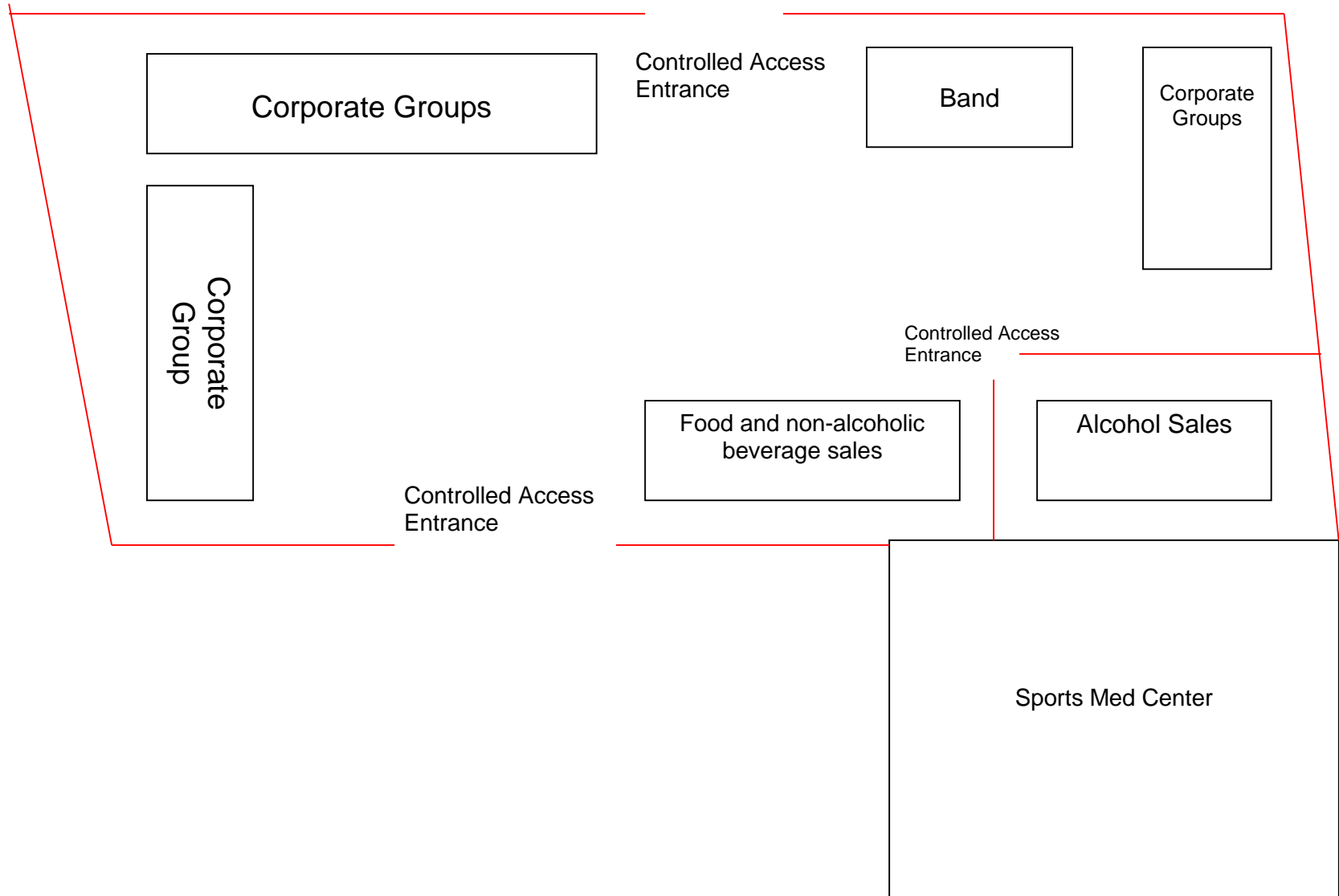
Sports Med Center

Holt Arena

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Football Pre-Game Tailgate



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**UNIVERSITY OF IDAHO**

**SUBJECT**

Pre-game Alcohol Service - 2015 Football Season.

**REFERENCE**

2004 through  
2013

Each year the Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for the football season.

June, 2014

Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2014 football season.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section I.J.

**BACKGROUND/DISCUSSION**

Current Board policy, Section I.J., provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games under specific conditions.

The UI seeks approval from the Board to continue its prior practice whereby in the secure areas, patrons may purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, as part of home football pre-game activities. The university will follow all requirements of Board policy regarding alcohol service, and will conduct the pre-game events under the conditions set out in Board policy I.J.2. at follows:

With respect to admission of persons under the legal drinking age (and per SBOE/Regents Policy I.J.2.iii.(1)) the university seeks approval to allow responsible adults who have been invited to a pre-game event to bring minor children and guests for whom the adults will be responsible. As per SBOE/Regents policy I.J.2. iii.(1) a color-coded wrist band system will serve to identify all authorized attendees and invited guests, with a separate wrist band clearly identifying those of drinking age. Underage children will not be allowed to consume or possess alcoholic beverages. This system has been in place for prior university pre-game events and it has promoted a family atmosphere at these events. There have not been any alcohol incidents arising from the presence of minors at these events.

Through the Fall 2014 football season and 2015 spring practice game, there have been no serious incidences regarding the pre-game service of alcohol. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on



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the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

In managing its pre-game functions, the UI seeks to provide a family oriented, safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience.

The secure areas where food and beverage service (including alcoholic beverages) will take place are:

- North Kibbie Field – this area will be available for President’s Circle Pre-Game Function, and for Corporate Tents, including the university’s athletic marketing agent (Learfield), to provide an opportunity for corporate sponsors to reward employees and say “thank you” to valued customers by hosting private functions. This area is located on the north lawn adjacent to the ASUI-Kibbie Dome.
- Student Activities Field – This area will be available for the University to host visiting team institutions pursuant to all applicable Board and Institution policies.

Service of alcohol at the North Kibbie Field for the President’s Pre-game Function and the Corporate Events will be at a single temporary facility erected at the beginning of the season and taken down at the end of the season, as depicted in Attachment 1 hereto, with alcohol service limited to the facility and no alcohol allowed to leave the facility. This single facility will enhance institutional control over all events permitted for pre-game service of alcohol. The more substantial temporary structure also eliminates the need for the University Commons and Menard Law Building as alternate “bad weather” locations.

Service of alcohol at the Student Activities Field will be through tents creating a controlled area for monitoring attendance and consumption, with service limited to the tents and no alcohol allowed to leave the tents.

**IMPACT**

Again there have been no serious incidences regarding the pre-game service of alcohol through the 2014 football season and the 2015 spring practice football game where service has been approved. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of Service Areas

Page 5

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**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2014 football season.

**BOARD ACTION**

I move to approve the request by the University of Idaho to allow alcohol service during the 2015 football season and 2016 spring practice game in the North Kibbie Field and the Student Activities Field, under the conditions outlined in Board policy section I.J. subsection 2.c.

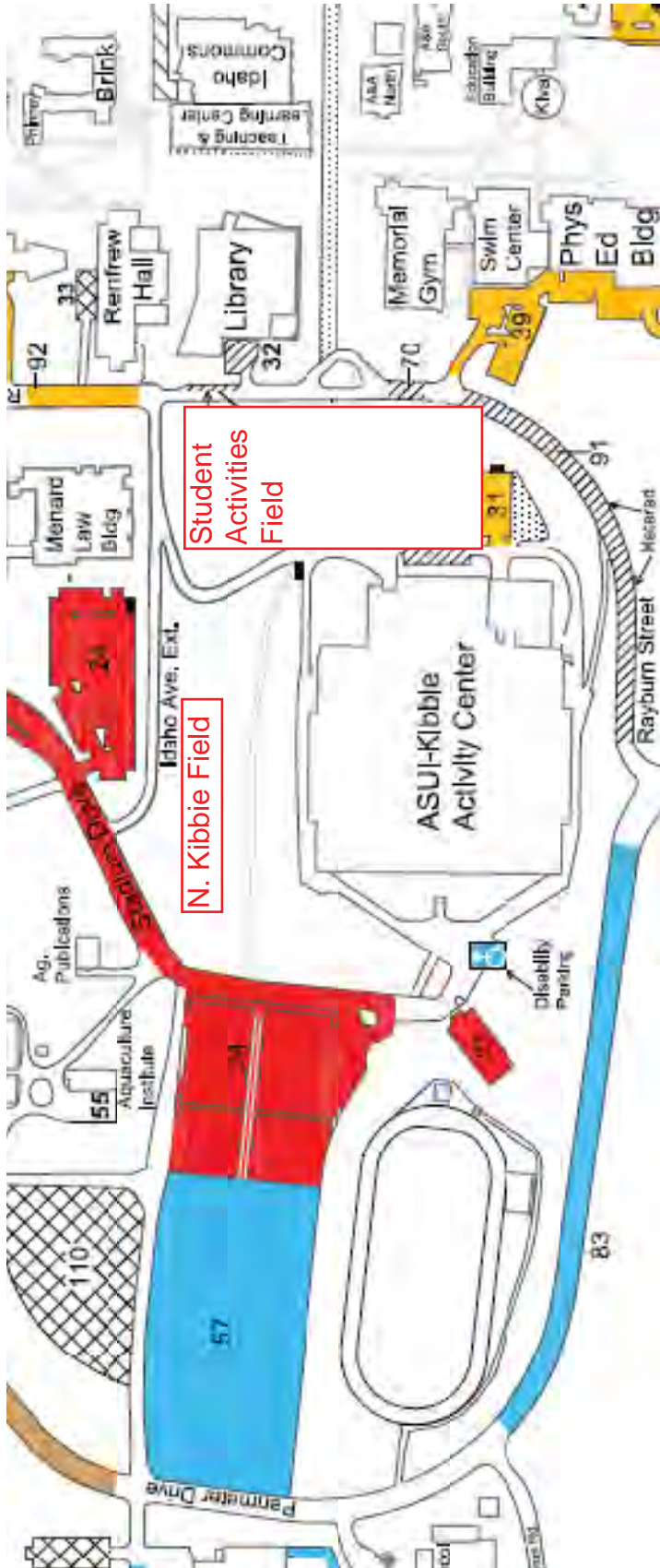
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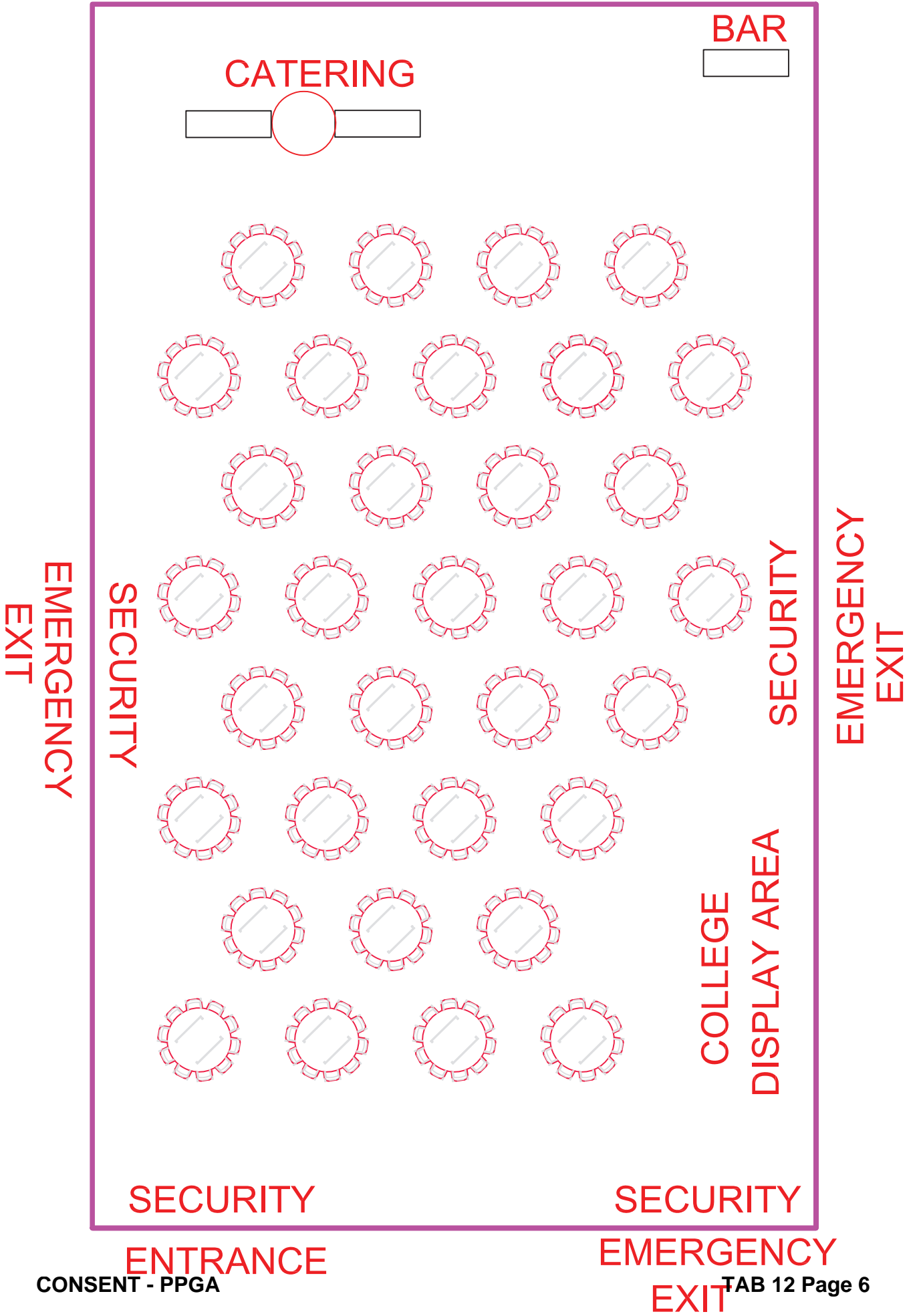
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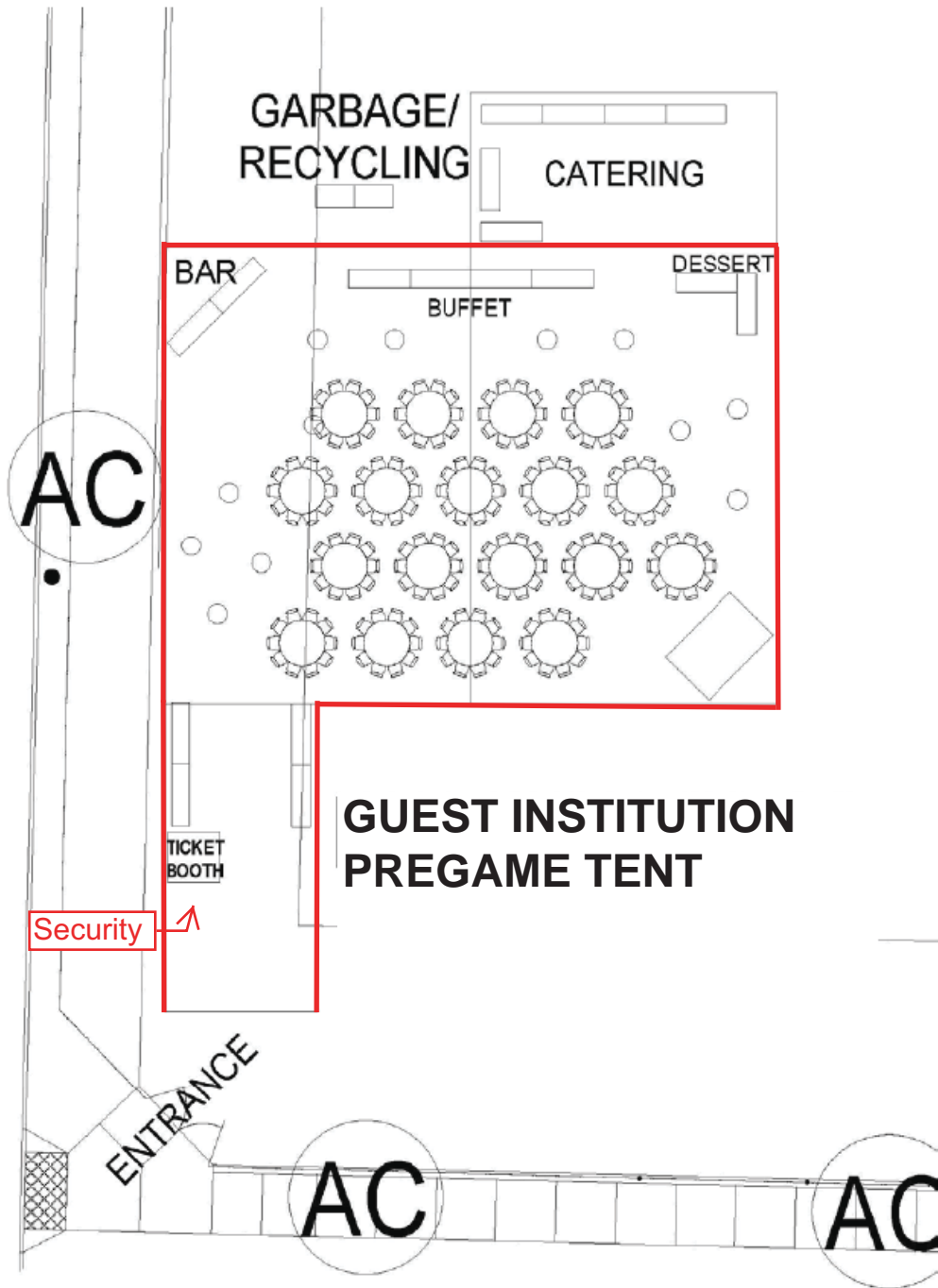
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2015 Vandal Pre-game Activities Map



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**UNIVERSITY OF IDAHO**

**SUBJECT**

Request for approval of sale of alcohol - Litehouse Center/Bud and June Ford Club Room

**REFERENCE**

June 2013

Board approved the request by UI to authorize alcohol service during the 2013 football season and during the spring 2014 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room.

June 2014

Board approved the request by UI to authorize alcohol service during the 2014 football season and during the spring 2015 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section I.J.

**BACKGROUND/DISCUSSION**

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games.

The UI seeks permission to allow ticketed and authorized patrons in the Litehouse Center to purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, before and during home football games in the 2015 football season as well as for the 2016 Spring Football Scrimmage Game for the Litehouse Center/Bud and June Ford Club Room (Center) in the ASUI-Kibbie Activity Center (ASUI-Kibbie Dome). The university will follow all requirements of Board policy I.J.2.c regarding alcohol service in conjunction with home football games including the following:

- The Litehouse Center is an enclosed secured area within the ASUI-Kibbie Activity Center which is separate from general ticketed seating areas and which will only be available to patrons with tickets to the Litehouse Center.
- There is no access from the general seating area into the Litehouse Center and only patrons who hold tickets to seats within the Litehouse Center will be allowed into the Litehouse Center during games.
- All entry points to Litehouse Center Suites and the Litehouse Center Clubroom area (identified in the attached drawings) will be staffed with trained security personnel.
- In addition, Security Personnel will be located within the Litehouse Center to monitor activities within the suites and clubroom



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- The university's food service provider (Sodexo) will provide the alcohol license and will provide TIPS trained personnel to conduct the sale of all alcoholic beverages in conjunction with Sodexo's provision of food and non-alcoholic beverages.
- The university and Litehouse Center Patrons will abide by all terms and conditions of the Board policy and any other conditions place by the Board. Violation of Board policy of additional conditions by Litehouse Center Patrons will result in action by the university up through removal from the Litehouse Center and forfeiture of Litehouse Center game tickets.

**IMPACT**

Service of alcohol within the Center is an extension of the university's pre-game and game-day activities surrounding home football games. There have been no serious incidences regarding the pre-game service of alcohol through the 2014 seasons and 2015 spring scrimmage game where service has been approved. The UI continues to strive for a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

**ATTACHMENTS**

Attachment 1 – Maps and Drawings of the Center

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2014 football season.

**BOARD ACTION**

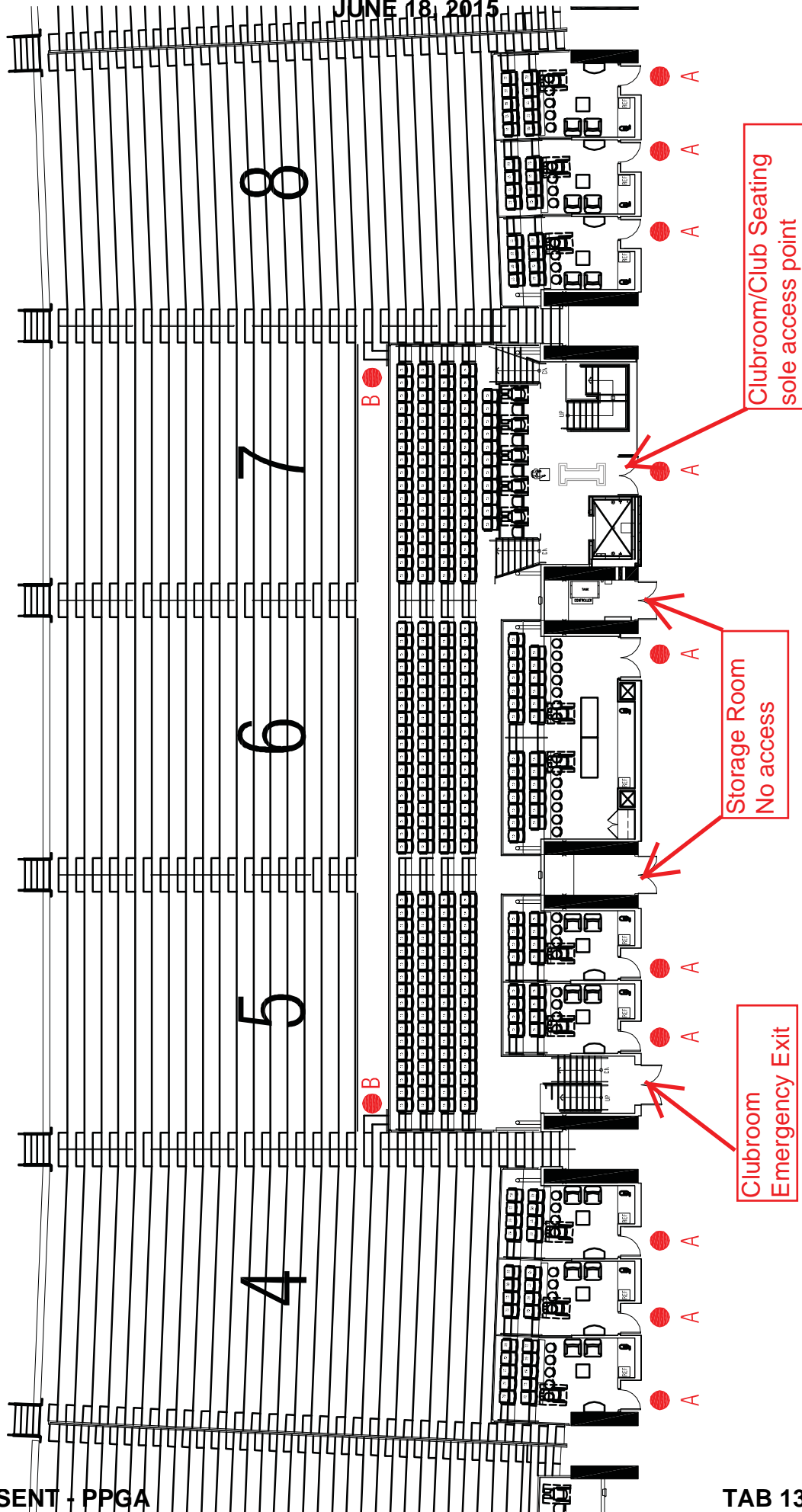
I move to approve the request by the University of Idaho to allow alcohol service during the 2015 football season and during the spring 2016 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room located in the ASUI-Kibbie Activity Center under the conditions outlined in Board Policy I.J. subsection 2.c.

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



PERSPECTIVE  
CLUB ROOM, CLUB SEATING, LOGE SEATING, AND MINI SUITES  
ASUI KIBBIE ACTIVITY CENTER  
UNIVERSITY OF IDAHO

A = Security Personnel at individual suite access points and clubroom entry  
 B = Security Personnel - monitors in lounge seating area



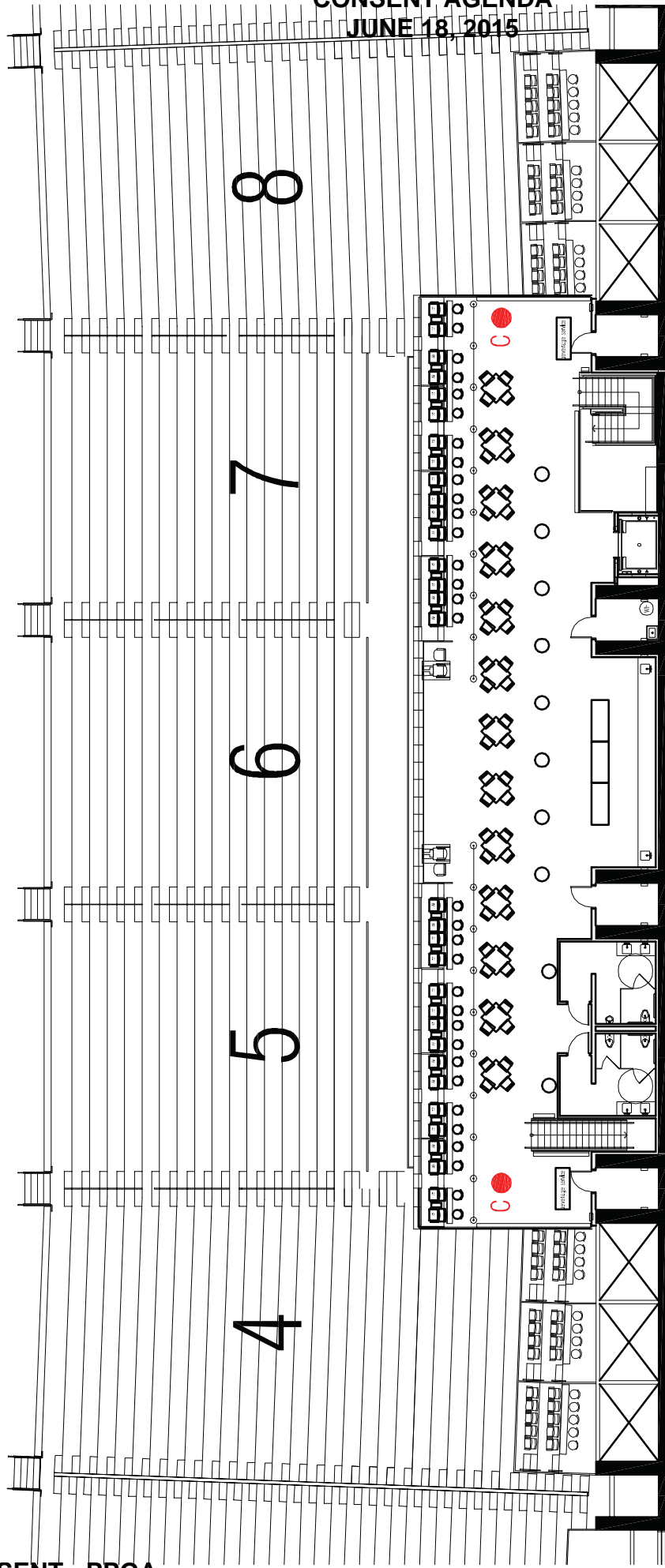
CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)

CLUB SEATING, SUITES, AND CONCOURSE LEVEL

# ASUI KIBBIE ACTIVITY CENTER

## UNIVERSITY OF IDAHO

C = Security Personnel - Clubroom monitors



CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)  
CLUB ROOM LEVEL

ASUI KIBBIE ACTIVITY CENTER  
UNIVERSITY OF IDAHO

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**SUBJECT**

President Approved Alcohol Permits Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

**BACKGROUND/DISCUSSION**

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by, and in compliance with, Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the February 2015 Board meeting. Since that meeting, Board staff has received thirty (30) permits from Boise State University, fifteen (15) permits from Idaho State University, twenty-five (25) permits from the University of Idaho, and three (3) permits from Lewis-Clark State College.

Board staff has prepared a brief listing of the permits issued for use. The list is attached for the Board's review.

**ATTACHMENTS**

Attachment 1 - List of Approved Permits by Institution

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**BOARD ACTION**

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

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**APPROVED ALCOHOL SERVICE AT  
BOISE STATE UNIVERSITY  
March 2015 - July 2015**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Mona Golabek Reception	Morrison Center		X	04/29/15
The Gang Executives Annual Meeting	College of Business and Economics		X	05/01/15
IACP President's Dinner	Stueckle Sky Center		X	05/01/15
McMillen Family Memorial	Stueckle Sky Center		X	05/02/15
Rockies Advertising Awards	Stueckle Sky Center		X	05/09/15
Sysco Product Showcase/Reception	Stueckle Sky Center		X	05/12/15
IWCF Annual Meeting	Student Union Building		X	05/12/15
Hemingway's Veneto Reception	Student Union Building	X		05/13/15
ISSA Conference	Student Union Building		X	05/14/15
Luke Bryan Concert	Taco Bell Arena		X	05/14/15
Family Medicine Residency of Idaho Dinner	Stueckle Sky Center		X	05/16/15
Alumni Relations Reception	College of Business and Economics		X	05/19/15
Planetary Dunes Workshop	Student Union Building		X	05/19/15
Wells Fargo Regional Banking Awards	Stueckle Sky Center		X	05/20/15
Traverso Wedding	Stueckle Sky Center		X	05/23/15
Jones-Splan Wedding	Stueckle Sky Center		X	05/24/15
The Eagles	Taco Bell Arena		X	05/31/15
Alumni Membership Appreciation BBQ	Administration Plaza "B"		X	06/02/15
Idaho EPSCoR Tri-State Banquet	Student Union Building		X	06/02/15
Bronco Dairy Booster Auction	Stueckle Sky Center		X	06/04/15
NPC Idaho Muscle Classic	Morrison Center		X	06/06/15
Weissbeck/Covelli Wedding Reception	Stueckle Sky Center		X	06/06/15
Treasure Valley CFO Forum	Stueckle Sky Center		X	06/10/15



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<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Salewski Wedding	Stueckle Sky Center		X	06/13/15
Lose Wedding	Stueckle Sky Center		X	06/19/15
Raelene Hitesman Wedding	Stueckle Sky Center		X	06/20/15
Chicago the Band/Concert	Morrison Center		X	06/25/15
McElroy/Potter Wedding Reception	Stueckle Sky Center		X	06/27/15
Eddie Izzard Comedy	Morrison Center		X	06/30/15
WASHTO Award Dinner	Stueckle Sky Center		X	07/22/15

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<p><b>APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY April 2015 - September 2015</b></p>
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
TEC Distributing Sales Rally	Holt Arena – Field		X	04/10/15
Pamela Park Retirement	Alumni House	X		04/17/15
Kickpatric 100 <sup>th</sup> Birthday	Holt Arena – East End Zone		X	04/21/15
Overachievers Under 40 Awards	Stephens Performing Arts Center		X	04/22/15
Spring Celebration	Student Union Building – Wood River Room	X		05/08/15
New Endowment Reception	Frazier Hall – Patio	X		05/12/15
Advanced Nuclear Manufacturing and Supply Chain Reception	Stephens Performing Arts Center		X	05/18-20/15
Chamber After Hours	College of Business - Foyer	X		05/28/15
Evolving Idaho Exhibit Reception	Idaho Museum of Natural History	X		06/12/15
City Club Dinner	Student Union Building		X	06/18/15
Department of Chemistry Opening Social	Student Union Building – Wood River/Little Wood Room	X		06/21/15
Department of Chemistry Awards Banquet	Student Union Building – Ballroom	X		06/23/15
Cook Wedding	Stephens Performing Arts Center		X	06/27/15
IFHS 40 <sup>th</sup> Class Reunion	Student Union Building		X	06/27/15
Kent Wedding Reception	Stephens Performing Arts Center		X	09/05/15

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**APPROVED ALCOHOL SERVICE AT  
UNIVERSITY OF IDAHO  
April 2015 – August 2015**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Bellwood Lecture Boise Reception	UI – Boise	X		04/06/15
Mom's Gala Wine and Cheese Tasting	Bruce Pitman Center	X		04/17/15
Moms' Weekend Dinner and Entertainment	Bruce Pitman Center	X		04/18/15
Moscowrade	Bruce Pitman Center	X		04/18/15
Phi Beta Kappa Honors Society Initiation	University Commons	X		04/23/15
College of Law Advisory Council Alumni Reception	UI – Boise	X		04/23/15
Leadership Academy Dinner	Bruce Pitman Center	X		04/23/15
Spring Football Game Reception	Kibbie Dome – Litehouse Center	X		04/24/15
JAMM Alumni Reception	UI – Boise	X		04/24/15
Burns-McCoy Memorial	Prichard Art Gallery	X		04/25/15
University Awards for Excellence	Bruce Pitman Center	X		04/28/15
Accounting Advisory Board Reception/Dinner	JA Albertson Building – Courtyard	X		04/30/15
EXPO 2015 Dean's Reception	Bruce Pitman Center	X		04/30/15
Retirement Party	Brink Building – Faculty Lounge	X		05/01/15
President's Commencement Dinner	Bruce Pitman Center	X		05/15/15
College of Law Commencement Reception	Kibbie Dome – Floor	X		05/16/15
PSES Faculty Meeting/Reception	UI – Boise	X		05/27 – 28/15
Friends Exhibit Preview Reception	Prichard Art Gallery	X		06/11/15
Utility Executive Course Golf Scramble	Bogey's Grill	X		06/14/15

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<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
Keynote Dinner and Awards Banquet	Bruce Pitman Center		X	06/16/15
Idaho INBRE Director's Reception	Prichard Art Gallery	X		06/18/15
Retirement Reception – Cheryl Sodorft	Ag Biotech Building	X		06/18/15
ASLE Biennial Conference	Bruce Pitman Center	X		06/23/15, 06/27/15
Retirement Reception – Donn Thill	Ag Biotech Building	X		07/10/15
2015 Men's Golf League	Golf Course	X		05/07/15 05/14/15 05/21/15 05/28/15 06/04/15 06/11/15 06/18/15 06/25/15 07/02/15 07/09/15 07/16/15 07/23/15 07/30/15 08/06/15 08/13/15

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**APPROVED ALCOHOL SERVICE AT  
LEWIS-CLARK STATE COLLEGE  
May 2015 – June 2015**

<b>EVENT</b>	<b>LOCATION</b>	<b>Institution Sponsor</b>	<b>Outside Sponsor</b>	<b>DATE (S)</b>
NAIA World Series Banquet Social	Campus Activity Center	X		05/21/15
Exhibition Opening: Kelly Price Silk Mandalas	Center for Arts & History	X		06/05/15
Exhibition Opening: Scott Kirby Artist Reception	Center for Arts & History	X		06/12/15

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**SUBJECT**

Appointments to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-1252, Idaho Code sets forth criteria for membership on the Professional Standards Commission (PSC).

The Commission consists of eighteen (18) members, one (1) from the State Department of Education and one (1) from the Division of Professional Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions from the Idaho School Boards Association, the Idaho Division of Professional-Technical Education, the Idaho Association of Colleges for Teacher Education, the Idaho Education Association, Northwest Professional Educators, and the Idaho Association of Elementary School Principals. Resumes for interested individuals are attached.

School Board Member:

Margaret Chipman, Weiser School District (reappointment)  
Barbara Dixon, Meadows Valley School District  
Juan Vuittonet, West Ada School District

Professional-Technical Education:

Kristi Enger, Idaho Division of Professional-Technical Education  
(reappointment)

Private Higher Education:

Dana Johnson, Brigham Young University-Idaho

Elementary Classroom Teacher:

Sindy Black, Jerome Joint School District  
Kathleen Davis, St. Maries Joint School District

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Jennifer Gates, Plummer-Worley Joint School District  
Donna Sulfridge, Mountain Home School District (reappointment)  
Betty Turner, Boise School District

Elementary School Principal:  
Elisa Saffle, Bonneville Joint School District (reappointment)

**ATTACHMENTS**

Attachment 1 – Margaret Chipman Resume	Page 5
Attachment 2 - Barbara Dixon Resume	Page 7
Attachment 3 - Juan Vuittonet Resume	Page 10
Attachment 4 - Kristi Enger Resume	Page 15
Attachment 5 - Dana Johnson Resume	Page 17
Attachment 6 - Sindy Black Resume	Page 18
Attachment 7 - Kathleen Davis Resume	Page 26
Attachment 8 - Jennifer Gates Resume	Page 33
Attachment 9 - Donna Sulfridge Resume	Page 42
Attachment 10 - Betty Turner Resume	Page 46
Attachment 11 - Elisa Saffle Resume	Page 53

**STAFF COMMENTS AND RECOMMENDATIONS**

The Department of Education received eleven (11) recommendations/nominations in total for the five (5) vacancies on the Commission. The attached documents represent these recommendations/nominations. The proposed motions consist of the Departments recommendations for each appointment.

**BOARD ACTION**

I move to reappoint Margaret Chipman as a member of the Professional Standards Commission for a three-year term beginning July 1, 2015, and ending June 30, 2018, representing School Board Members.

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

I move to reappoint Kristi Enger as a member of the Professional Standards Commission for a three-year term beginning July 1, 2015, and ending June 30, 2018, representing Professional-Technical Education.

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

I move to appoint Dana Johnson as a member of the Professional Standards Commission for a three-year term beginning July 1, 2015, and ending June 30, 2018, representing Private Higher Education.

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

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I move to reappoint Donna Sulfridge as a member of the Professional Standards Commission for a three-year term beginning July 1, 2015, and ending June 30, 2018, representing Elementary Classroom Teachers.

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

I move to reappoint Elisa Saffle as a member of the Professional Standards Commission for a three-year term effective July 1, 2015, and ending June 30, 2018, representing Elementary School Principals.

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



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**CONSENT AGENDA  
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Margaret Felton Chipman  
423 Frasier Road  
Weiser, ID 83672-5363  
208.549.5363

February 22, 2014

State Board of Education Members  
State Board of Education  
P.O. Box 83720  
Boise, ID 83720-0037

State Board of Education Members:

Thank you for considering my application to fulfill the remainder of Anne Ritter's term on the Professional Standards Commission.

After reviewing the responsibilities of the members of the PSC, I believe I am aptly qualified to fill the position and represent school board members around the state and the Idaho School Boards Association.

As you can see from my resume, I have several years of experience as a school board member and I am also very active in my local community. I understand the time commitment involved and am able to fulfill that requirement.

I feel I would be a valuable member of the Committee and look forward to serving.

Thank you for your time in considering my resume.

Respectfully,

Margaret Chipman

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**MARGARET GAIL FELTON CHIPMAN**

Position Applied For: Professional Standards Commission

School Board Work:

- Member and former chairman—Weiser School District #431 Board of Trustees
- Member and current Region 8 chairman—Idaho School Boards Association (ISBA) Executive Board
- Member of the ISBA Scholarship Trust Committee
- Member of the ISBA Governmental Affairs Committee
- Member of the ISBA Board Training and Leadership Development Committee
- Member of the ISBA Finance and Audit Committee

Community Activities:

- Vice-Chairman—Idaho Oil and Gas Conservation Commission
- Member Chapter T, PEO—promotes education for women
- Member Shamrock Club—raises funds to restore and maintain historic Jeffrey's School in Weiser
- Former member—Weiser Memorial Hospital Foundation Board
- Former chairman and precinct committeeman—Washington County Republican Party Central Committee

Work Experience:

- Certified Pharmacy Technician at ParkVu Pharmacy and BiMart Pharmacy in Weiser, ID—8 years
- Licensed Practical Nurse for Weiser Memorial Hospital and Dr. Phillip Krueger—10 years
- Co-owner of family cattle feeding and ranching business—40 years

Education:

- Graduated Cum Laude with BS (Business) from U of I in 1967
- Received LPN Certificate from TVCC in 1992

**CONSENT AGENDA  
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**Barbara A. Dixon**

P.O. Box 759  
New meadows, ID 83654  
208 347 3143  
[bada2@cwomc.com](mailto:bada2@cwomc.com)

February 21, 2014

Taylor Raney  
Professional Standards Administrator  
Professional Standards Commission  
Idaho Dept. of Education  
P.O. Box 83728  
Boise, ID 83720

Dear Mr. Raney,

Karen Echeverria has informed the Executive Board of the ISBA that Anne Ritter will not be completing her last year of service on your board due to other commitments. After speaking briefly with both Karen and Anne, I find that I am interested in applying to fill that vacancy.

I have done some research regarding the mission, philosophy and long term goals of the commission along with the responsibilities of the various committees. In addition, Anne has described the time commitment for serving. Based on that information, my years on national, state and local boards as well as varied teaching and mentoring experience, I feel that I can be a valuable, committed member and a good fit to serve on this commission.

Thank you for your time in considering my resume.

Regards,

Barbara A. Dixon

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**PROFESSIONAL STANDARDS COMMISSION MEMBER APPLICATION**

**APPLICATION**

**PERSONAL INFORMATION**

**APPLICANT NAME:** Barbara A. Dixon

**ADDRESS:** P.O.Box 759

**CIYY & STATE:** New Meadows, Idaho 83654

**PHONE: (DAY)** (208)347-31453 **(EVENING)** Same

**E-MAIL:** bada2@cwomc.com

**EMPLOYMENT HISTORY**

	<b>Position/Title</b>	<b>Organization</b>	<b>From/To</b>
<b>Current</b>	<u>Retired</u>		<u>2000-present</u>
<b>Previous#1</b>	<u>Teacher</u>	<u>Bend La Pine School Dist #1</u>	<u>1979-2000</u>
<b>Previous#2</b>	<u>Teacher</u>	<u>Beaverton School Dist.</u>	<u>1973-1979</u>
<b>Previous#3</b>	<u>Teacher</u>	<u>Seattle School Dist #1</u>	<u>1970-1973</u>

**EMPLOYMENT EXPERIENCE**

- \* Developed the curriculum & taught Industrial Ed. to multiply handicapped ages 12-21 (3years)
- \* Core Mentor (master teacher) for student teachers from Portland State (6 years).
- \* Developed Marine Outdoor Ed. curriculum for 6<sup>th</sup> grade which included the curriculum and implementation of the program for counselors at Warner Pacific College.
- \* Member of state reading and math coalition/ Oregon
- \* Warner Pacific College visiting instructor.
- \* 10 years as 4,5,6 grade teacher
- \* 11 years Media Specialist/ head librarian responsible for:
  - developing curriculum for all elementary and middle schools (9 at the time)
  - budgeting and purchasing all hardware, software& media products
  - plan for and purchase entire media collections for 5 new schools

**BOARD SERVICE/EXPERIENCE**

<b>Organization</b>	<b>Committees Served On</b>	<b>Type of Organization</b>	<b>From/To</b>
<u>Idaho School Boards Assoc.</u>	<u>Scholarship</u> <u>Training/Leadership</u> <u>Governance</u>	<u>Public</u>	<u>2008-present</u>
<u>Region #8 Board ISBA</u>	<u>Vice Chair and Chair</u>	<u>Public</u>	<u>2008-present</u>
<u>Meadows Valley School Board</u>	<u>Member/currently Chair</u>	<u>Public</u>	<u>2006-present</u>
<u>National Ski Patrol Board</u>	<u>Audit</u> <u>Finance</u> <u>Education</u>	<u>Non- profit</u>	<u>2002-2010</u>
<u>National Ski Patrol</u>	<u>Board Rep.for Pacific NW</u> <u>Education</u> <u>Governance</u>	<u>Non-profit</u>	<u>1998-2002</u>

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**EDUCATIONAL BACKGROUND**

<b>Institution</b>	<b>Degree/ Field</b>	<b>Year</b>
University of Washington	BA Industrial Ed.	1970
Oregon State University	Environmental Ed. Courses	1973-1976
Portland State University	Public Admin. Courses	1976-1978
University of Oregon	Supt. Credential Courses	1981-1984
Western Oregon State College	Media Technology Certification	1984-1986

**REFERENCES**

<b>Name</b>	<b>Title</b>	<b>Phone/Email</b>
James Whittaker PHD	Vice Chair of Instruction Blue Mt. Community College	541 278 5811 <a href="mailto:jwhittaker@bluecc.edu">jwhittaker@bluecc.edu</a> .
Mike Howard	Superintendent Meadows Valley District #11	208 315 2582 <a href="mailto:mihoward@mvsd11.org">mihoward@mvsd11.org</a>
Stacey Dreyer	County Assessor Adams County	208 347 2352 <a href="mailto:bsdreyer@frontiernet.net">bsdreyer@frontiernet.net</a>

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Resume of Juan Vuittonet  
2235 S.E 5th Way  
Meridian Idaho 83642  
Phone 208-884-1149 (Office)  
Phone 208-870-9981(Cell)

Previous Work History prior to appraisal career path

**Del Ray Metal Polishing**

**1969-1975**

Worked in family owned business on weekends and summertime. Duties included clean up and metal polishing.

Most significant accomplishment: Learned the value of hard work.

**Anadite Metal Finishing (Southern California)**

**1975-1979**

Anadites a large metal finishing company. Specializing in military and government contracts within the aircraft industry. Duties hired to run the metal polishing shop. Moved to quality control trained in all facets of quality control for multiple types of metal finishing. Obtained license for Level Three Non Destructive testing and inspection. Passed top of my class. Oversaw this department as foreman.

Most significant accomplishment: Saved the company a multi-million dollar contract for the F-14 fighter jet wing span metal finishing process. I was placed in charge of finding the source of wing span corrosion found after our metal finishing process was completed. My investigation proved that the corrosion failure found on the F-14 wings was not a function of our process. It was a packing problem from the manufacture.

**Procter and Gamble (Southern California)**

1979-1986

Procter and Gamble a major manufacture of household products, such as laundry soaps, cooking oils and food products. Entered in at soap packing department. Moved to mechanical division, started in janitorial position within the Boiler House. Successfully tested into the mechanical division applied for an assistant Stationery Engineer position and was accepted. Trained in this position as an assistant to the Shift Engineer. Duties responsible for safe operation of a wood fired 14.5 Mega Watt Co- Generation system, air, water and refrigerant systems supplying the whole plant.

Most significant accomplishment: Studied tested and obtained and Unlimited Stationary Engineer license within the state of California. Was the youngest recipient for this type of licensure within the state at that time. Rose to lead Engineer on shift.

**Personal Interest and Community Affiliations**

I am a father of four children with seven grandchildren. I enjoy camping and sing in a gospel quartet. Work in my churches ministry and perform weddings and funerals. I have served on my local school board for thirteen years.

**Proudest accomplishment:**

Raising my children. Having succeeded in my own business for the past twenty years and for serving on my local school board for more than a decade.

**School Board and Education Affiliation, School Board:**

Currently serving on the Joint School District #3 (Meridian) school board for thirteen years. eleven of those years as the board chairman. During this time I have gained experience in all facets of education, from the running of Bond levies, employee negotiation team, curriculum adoptions, budget process, strategic planning, transportation, real estate and land purchase. I have spent significant time at the legislator concerning bills we have run for the furtherance and support of education.

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**Idaho School Boards Association**

Elected as region 3 ISBA chairman (Idaho School Boards Association). Currently serving on the governmental affairs comity (GAC).

Have served on two state comities for teacher evaluation and administrator evaluations.

**Meridian Education Foundation**

I am currently serving as a member of the board of directors. MEA is a fundraising organization which provides funding for teachers with innovative educational grant requests.



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QUALITY EVALUATIONS  
JUAN VUITTONET  
2235 S.E. 5th Way  
Meridian, Idaho 83642  
Phone: (208) 884-1149  
Fax: (208) 884-1153

=====

RESUME

STATEMENT OF COMPETENCY

=====

**EMPLOYMENT HISTORY**

Quality Evaluations Present employer  
Owner of appraisal firm, appraising all types of residential properties, vacant land, two to four units and specializing in upper end properties. Located in the state of Idaho

A.J. Appraisal Services July 1993 -October 1994  
State Certified residential appraiser. Senior appraiser at firm. Job duties included review appraising, quality control, appraiser training and appraising all types of residential properties. Located in the state of Idaho

ELECT APPRAISALS December 1991 -December 1992  
Joined in partnership with Julia Rias, providing fee appraisal services. Specializing in million dollar plus residential properties. Co-owner and manager with a staff of three appraisers and two clerical employees.

SECURITY PACIFIC BANK/ BANK OF AMERICA January 1990- Dec. 1991  
Employed as senior appraiser, appraised all types of residential properties.

FOSS AND ASSOCIATES February 1988- January 1990  
Employed by this general practice real estate appraisal firm and provided most types of appraisals as well as review appraisals.

SECURITY PACIFIC BANK August 1987- February 1988  
In house fee appraiser acquiring experiences in several types of residential appraisals, including mobile homes.

UNION BANK/AMERICAN LENDERS July 1986- August 1987  
Trained through inter program at bank and performed fee work.

**PRACTICAL APPRAISAL EXPERIENCE**

- Single family residences
- Relocation appraisals
- Condominiums/PUD's
- Mobile homes
- Small residential units 2-4
- Review appraisals
- Complex residential (multi million dollar properties)

**EDUCATION:**

Lambleau Real Estate School	Passed- 96%
Fullerton College- real estate appraisal	Grade- A
SREA 101 course	Passed
Professional practice (Appraisal standards ethics)	Passed
Have retaken and passed as of September 1995	Passed
Twenty one hours continued education credit	See next page

**CONSENT AGENDA  
JUNE 18, 2015**

**EDUCATION CONTINUED**

**Page 2 of 2**

Idaho real estate law in Idaho Idaho state tax commission as of July 30, 1995	No grade (three day course) Twenty one hours cont ed credit
HUD appraiser seminar	No grade (one day seminar) Seven hours continuing education
Thirty specialized appraisal issues Appraisal institute March 4, 1994	No grade (one day seminar) Seven hours continued education
Appraising from blue prints Appraisal institute April 4, 1994	No grade (one day seminar) Seven house continued education
Writing the narrative appraisal Lincoln Graduate School	Passed (two day course) Sixteen hours continued education
USPAP required course 1995	Passed (16 hours)
Intro to review appraising 1997	No grade (one day seminar)
Appraisal seminar HUD updates 1997	No grade (one day seminar)
Writing and appraisal report 1998	No grade (one day seminar)
Fannie Mae/HUD 1998	No grade (one day seminar)
HUD appraisal seminar 1999	No grade (five hours)
FHA appraising corresponds course 2000	Passed (twenty five hours)
USPAP required course 2001	Passed (15 hours)
Single family appraisal 2002 Poll & Assoc.	15 hours (Two day seminar)
USPAP course Lincoln Graduate School	15 hours (passed test)
Residential Construction 2003 McKissack	8 hours (one day seminar)
Appraising the oddball 2004 McKissack	8 hours (one day seminar)
7 hour National USPAP update Appraisal Inst.	7 hours (one day seminar)
Effective Appraisal writing Appraisal Inst.	7 hours (one day seminar)
Appraising Multi Family Dwellings	8 hours 7-08-5
Fannie Mae Revisions and the Appraiser	7 hours 8-24-05
USPAP Update	7 hours 5-12-06
Scope of Work	7 hours 8-18-06
Appraising FHA today-McKissock	8 hours 8-09
New Fannie Mae Form 1004MC-Mckissock	8 hours 8-09
National USPAP Update Equivalent (2010-2011)	7 hours 7-23-2010
HVCC and the Future of Appraising: Taking Our Profession	4 hours 7-25-2010
REO and Short Sale Appraisal Guidelines	4 hours 7/25/2010

**CONSENT AGENDA  
JUNE 18, 2015**

Report Writing-the UAD, No. 120	8 hours 8-03-11
Practice of Appraisal Review-FHA Protocol, No. 145	8 hours 8-4-2011
Mold, Pollution and the Appraiser	2 hours 8-29-2012
REO and Foreclosures	5 hours 8-29-2012
National USPAP Update Course	7 hours 7-31-2012

**MEMBERSHIPS LICENSES:**

Idaho state certified residential appraiser	#CRA-62 (in good standing)
FHA approved appraiser state of Idaho	#2200 (in good standing)
California state certified appraiser	#AR005102 (not current)
National association of Real Estate appraisers	Member (in good standing)
Real estate licenses/ state of California	#0101447 (not current)

Personal and professional references available upon request.

# CONSENT AGENDA

JUNE 18, 2015

Kristi A. Enger

2258 N Morello Avenue • Meridian, Idaho 83646 • Phone: 208-794-0239 • [kenger@cablone.net](mailto:kenger@cablone.net)

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**Objective:** Combine my strengths as an educational leader, professional-technical program coordinator, counselor, and business educator in providing statewide leadership for professional-technical education as secondary coordinator.

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## Recent Professional Honors and Activities

<p><b>Leadership In Career Development Award</b> (<i>Idaho Career Information System</i>), 2010 <b>National Leadership Cadre</b> (<i>OVAE School Counseling State Consortium, 1 of 8 states</i>), 2006</p>
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## Professional Experience

**IDAHO DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION** – Boise, Idaho

*State of Idaho education agency responsible for programs leading to less than a Baccalaureate degree*

**Secondary Coordinator; Career Guidance Coordinator; IOT & Marketing Education Program Manager**, 6/2005 to Present

Coordinate career guidance grades 7-16 statewide to support professional-technical programs and access for all students, including special populations. Manage individualized occupational training and marketing education programs toward the Division's quality initiative. Coordinate programs associated with the *High Schools That Work* school reform model. Represent the Division as a superintendents' liaison.

### **Selected Accomplishments:**

- Provide technical assistance to the field at the secondary and postsecondary levels in the areas of career guidance, student learning plans, work-based learning, single parent/displaced homemaker and other special populations, and marketing education.
- Provide technical assistance to the field with regard to questions related to Perkins, and other state and federal legislation.
- Facilitate various groups of internal and external stakeholders in generating quality products and program direction such as:
  - Resource development for Idaho grades 7-12 based on direction provided by postsecondary technical college Curriculum development for the Idaho School Counseling Model and IOT
  - Curriculum development related to the American Careers Student Planner and Idaho Career Planning Guide
  - Career Pioneer Network implementation in response to Perkins IV and Idaho's low nontraditional field measures of enrollment and completion at the secondary and postsecondary levels.
- Administer and provide technical assistance to the Centers for New Directions.
- Communicate regularly with the field through various means, including two e-Newsletters—*Career Connection*, and *Diamond Points*.
- Define professional development needs and develop learning opportunities for grades 7-20 counselors, work-based learning coordinators, marketing education instructors, and other educational personnel.
- Network with educational and industry professionals throughout Idaho in an effort to promote professional-technical education, access for all, and career pathway education and employment.

**GLENNS FERRY SCHOOL DISTRICT NO. 192** – Glens Ferry, Idaho

*Local education agency*

**High School Principal**, 6/1999 to 6/2005

Supervised instruction and provided educational leadership to a staff of 32 certificated and classified staff in academic, co-curricular, and extracurricular activities. Served as district professional-technical online administrator, district curriculum coordinator, and K-12 summer school administrator

### **Selected Accomplishments:**

- Coordinated district curriculum writing in English and mathematics.
- Authored successful Title I CSR Grant to assist in implementing *High Schools That Work* systemic school reform and provided collaborative leadership to involve all staff in improving student achievement.
- Administered high school general budget and special project funds, and Associated Student Body funds as district's assistant treasurer.

# CONSENT AGENDA

## JUNE 18, 2015

### **THREE FORKS SCHOOL DISTRICT** – Three Forks, Montana

*Local education agency*

#### **K-6 Counselor, Drug-Free Schools Coordinator, Technology Coordinator, 8/1995 to 5/1999**

Secured resources and implemented K-6 guidance curriculum. Established and maintained collaborative relationships with instructional staff, students, and parents toward facilitating student success. Facilitated district-wide technology implementation, growth, and maintenance.

#### ***Selected Accomplishments:***

- Provided individual, group and family counseling as requested/identified.
- Established *Sidekick* mentoring program (K-12) in collaboration with Big Brothers Big Sisters, and secured grant funding to establish *Bridging the Gap* after-school program.

### **WILLOW CREEK SCHOOL DISTRICT** – Willow Creek, Montana

*Local education agency*

#### **K-12 Counselor, Drug-Free Schools Coordinator, Title I Coordinator, 8/1995 to 5/1999**

#### ***Selected Accomplishments:***

- Administered Title I program in cooperation with Title I staff.
- Established electronic student database.

### **POPLAR PUBLIC SCHOOL DISTRICT** – Poplar, Montana

*Local education agency*

#### **High School Counselor, 6/1991 to 5/1995**

#### ***Selected Accomplishments:***

- Established crisis intervention management plan and trained staff in same.
- Developed and implemented counseling curriculum, K-12.

#### **Business Education Instructor, 8/1987 to 5/1991**

#### ***Selected Accomplishments:***

- Designed, maintained, and upgraded PC-compatible lab.
- Implemented student store as authentic, project-based, learning laboratory.

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## Professional Memberships

American School Counseling Association, Idaho Counseling Association, Idaho School Counseling Association  
Association for Career and Technical Education, Career and Technical Educators of Idaho  
Idaho Career Guidance Association, Idaho Career Development Association

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## Education

MONTANA STATE UNIVERSITY – Bozeman, Montana

#### **Administrative Endorsement, Educational Leadership, 8/1998**

MONTANA STATE UNIVERSITY – Bozeman, Montana

#### **Masters of Education, 8/1994**

- Major: Guidance and Counseling | Graduated with highest honors

MONTANA STATE UNIVERSITY – Bozeman, Montana

#### **Bachelor of Science, 3/1986**

- Major: Business Education/Office Systems | Minor: Business Management | Graduated with highest honors
-

# Dana A. Johnson

## Education

- ❖ **PH.D.**, University of Idaho, Moscow, ID  
May 2008  
Dissertation: *Application of Mezirow's Transformational Learning Theory In A Multiple Case Study of First Year Elementary School Teachers*  
Major: Education  
Emphasis: Educational Leadership
- ❖ **M.Ed.**, Idaho State University, Pocatello, ID  
May 1999  
Masters Project Study: *Augusta County & Beech Mountain Institute – In the Wake of School Reform*  
Emphasis: Educational Leadership
- ❖ **B.S.**, Idaho State University, Pocatello, ID  
December 1992  
Emphasis: Elementary Education

## Professional Experience

- ❖ **Associate Dean**  
College of Education & Human Development  
Brigham Young University Idaho, Rexburg, ID  
Jan. 2015 – present
- ❖ **Program Director Elementary Education**  
Brigham Young University-Idaho, Rexburg, ID  
Jan. 2014 – Jan. 2015
- ❖ **Professor of Teacher Education**  
Brigham Young University-Idaho, Rexburg, ID  
2002 – Present
- ❖ **Teacher**, Blackfoot, Idaho.  
Fifth grade, Third grade, Kindergarten ESL teacher  
1995-2002
- ❖ **Teacher**, Fort Hall, Idaho.  
Fifth grade, Third grade, Second/Third Grade teacher  
1993-1995

## Academic Address

353-A Hinckley Building  
Brigham Young University-Idaho  
Rexburg, Idaho 83460-1930  
(208)496-4115  
Email: johnsonda@byui.edu

## Current Certifications

### Administrator

School Principal Pre-K- 12, Idaho

### Standard Elementary

All Subjects K – 8, Idaho

## University Activities/Awards

**BYU-Idaho Outstanding Faculty**  
2014,2009

## University Learning & Teaching Committee Member

Wrote textbook for BYUI  
students:

*Creating Mighty Oaks- The  
History & Philosophy of  
American Education*

## Technology Chair & Committee Member

Faculty Lead to develop online  
course for ELED majors

Education Department  
representative to assist in  
creating new foundation course  
for all incoming freshman

Member of math committee to  
improve new math methods  
course

Mentor to new hires and adjunct  
faculty

CONSENT AGENDA  
JUNE 18, 2015

Exhibit J

Date submitted \_\_\_\_\_

APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION

Name Sindy Black School Jefferson Elementary  
Home Address 444 S. 200E Sch. Address Jerome 261  
600 No Fillmore  
City Jerome Zip Code 83338 City Jerome Zip 833308  
Home Ph. 208-539-6908 Sch. Ph. 208-324-8896 x2025  
E-mail Address sindy.black@jerome schods.org  
PSC Position applied for: (a)  classroom teacher  
(check one) (b)  special education teacher  
(c)  pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Elementary K-8 BS.</u>	<u>Aug. 2014</u>
<u>have sent in money and application for renew.</u>	

Education Background [Degrees and places obtained]

Degree	School
<u>K-8 Elementary BS</u>	<u>ISU 2004</u>
_____	_____
_____	_____

Professional Experience [Date, place and position]

Date	Place	Position
<u>Aug 2004 - present</u>	<u>Jefferson Elementary Jerome</u>	<u>1st for 9 yrs. 3rd my present year</u>

(over)

CONSENT AGENDA  
JUNE 18, 2015

Professional Associations and related activities other than IEA/NEA  
(including offices)

Very active in church and work with  
youth for 13 yrs as president and  
organized a girls camp for 10  
of those years also. - BSA - trainer -  
trained adults and taught wood badge.

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Jerome Boosters Club - Athletic  
Jerome Band boosters - organizing committee -  
for trips to band activities. Marching  
competitions - Vice + Co-Vice -

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES  NO .

Applicant's signature

Lindy P. Black

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active  
1 yr.  2 yr.  NO .

1/07



**CONSENT AGENDA  
JUNE 18, 2015**

444 So. 200 E.  
Jerome, Idaho 83338  
208-539-6908  
sindy.black@jeromeschools.org

**SINDY BLACK**

Tell Me I forget. Teach me I remember. Involve me and I learn.  
Benjamin Franklin

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SKILLS & ABILITIES

- Organization skills
- Commitment
- Technology skills
- Leadership skills
- Communication

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EXPERIENCE

**JEROME SCHOOL DISTRICT #261**

August 2004-present

- 1<sup>st</sup> grade team leader, planning agendas, field trips, PLC etc.
- District Math team looking into curriculum.
- A teacher representative for PTO (parent organization)
- Served on the building leadership team,
- Trained mentor for our school district. This is third time and this year I am mentoring two teachers.
- Class on Charlotte Danielson Framework for Teaching use this with our mentoring program.
- Class also in SIOP and Marazono strategies to help mentees.
- District Pay for Performance committee and Differentiate pay committee for the past two years.
- The past year I have attended the i3C, Schoolnet, Discovery workshops. (10 days) present concepts at staff meeting.
- Negotiations 4 years with district.

**CONSENT AGENDA  
JUNE 18, 2015**

EDUCATION

**Rick's College now BYU-I Rexburg, Idaho 1975-1976 Associate in Family Services and Early Elementary Education**

**CSI Twin Falls** Various times in life to pick up extra credits.

**Idaho State University - Pocatello, Idaho 2001-2004**

I finished my schooling at ISU from CSI campus. I started in January and went straight until finishing in May of 2004. I was 45 when I started to finish my degree. I took no breaks and was able to finish with honors in May. My time there I carried 3.89. I tutored many students to finish their technology portfolios. I was in on some of new testing that was done. I took one of the first Praxis test, pedagogy test for Elementary and did extensive work for the Literacy test. I did real well on all test scoring well above what the norm became. I helped work on teaching portfolio with other student who struggled. I worked in the technology lab also during my time. I sat on the review board twice to interview new candidates for the teacher program. I put three teenager through Jerome High School and was there for my two elementary girls. I did my 409 and student teaching at Lincoln Elementary. Upon graduation I was able to get a job teaching in Jerome.

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LEADERSHIP

Church – I have been very active in my church working with teenagers for 13 years. I had the opportunity to organize many activities for them some as small as 15 to 200 girls for a week long camp. (which I did for 10 years in a row) I have been the president of the youth and primary age children where I have been actively involved in those organizations.

BSA – Boy Scouts of America: For several years I was a trainer in the Cub scout program. Where I trained leaders at district roundtables or for individual troops. I helped organize day camps for the boys and many for their leaders. I spent 2 years working with Woodbadage program which is a weeklong training for Cub and Boy Scout leaders.

IDEA- I have been a member of Idaho Education Association all my teaching career. 10 yrs. I have sat on the JEA negation committee for 4 years. I have been president of our local, Jerome Education Association for the last two years. I have gone to many trainings and conferences with this organization. I went up to legislative hearing and my husband testified at those hearing what he believed to be the outcome

**CONSENT AGENDA  
JUNE 18, 2015**

of the laws that had been passed. I worked extensively in phone banks, door to door, and getting signature for recall of the votes. I attend the trainings that were held to help us become better leaders.

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REFERENCES

**JOLENE DOCKSTADER**

Jerome Middle School 7<sup>th</sup> Teacher  
Letter enclosed

[jolene.dockstader@jeromeschool.org](mailto:jolene.dockstader@jeromeschool.org)

**DALE LAYNE**

Jerome School Superintendent  
Letter enclosed

[dale.layne@jeromeschool.org](mailto:dale.layne@jeromeschool.org)

**GINA ORDEZ**

Idaho Milk, Purchasing  
Letter enclosed

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**CONSENT AGENDA  
JUNE 18, 2015**

520 10<sup>th</sup> Ave. West  
Jerome, ID 83338  
April 16, 2014

Penni Cyr, President  
Idaho Education Association  
P.O. Box 2368  
Boise, ID 83701

SUBJECT: ~~Sindy Black~~

Dear Mrs. Cyr: *Penni*

This is a letter of recommendation for Sindy Black, a third grade teacher in the Jerome School District, to serve as an Elementary Classroom Teacher on the Professional Standards Commission. I have worked with Sindy for many years as a colleague at school and through the Jerome Education Association (JEA). I believe she will be a great asset to the committee as she is not only a great teacher and leader but she also makes sure that her interactions with both students and peers are ethical and professional.

Because of Sindy's work with JEA she is familiar with professional codes and standards of ethics, conduct, and professional practices pertinent to certified employees of the district. She has worked with and mentored teachers in her building to create an atmosphere that is both positive and encouraging to work in. Sindy has also worked on many committees in her building to write curriculum, write lesson plans, and establish routines for collaboration. And finally, Sindy is a veteran teacher which gives her experience and insight into the decisions the Commission works on with teacher education, teacher certification, and standards.

I hope you will consider nominating Sindy Black as a member of the Professional Standards Commission. Please contact me if you have any questions or if I can offer further information about her.

Sincerely,



C. Jolene Dockstader, Ed.D

**CONSENT AGENDA  
JUNE 18, 2015**

April 18, 2014

RE: Sindy Black

To Whom It May Concern:

I'm writing in reference to Sindy Black. I have known Sindy for about 8 years. We met when our children were in the Marching Band. I was Moderator of our Music Boosters and she was a member. As boosters we facilitated fundraisers, chaperoned events including traveling out of state with the band and provided direction and guidance for the band students. During our time as Music Boosters we developed a friendship that has lasted even though we are no longer members of the booster club.

Working with 100+ teenagers and their parents was not always an easy task. Sindy's temperament is one that has a calming effect and is beneficial in diffusing even the most difficult situation. She is often a voice of reason in times where it may have been questionable as to whether reason would be found.

Sindy's ability to observe and assess a situation and offer sound advice and reason was an asset for our organization. She adapts well to different situations and was able to work well with both our teenagers and adults.

Sindy is a great planner and practices her organization skills. She is detail oriented and was a great help when we were planning events helping to ensure that even the slightest detail did not get overlooked.

Sindy is pleasant to be around. She is compassionate and mindful of how her approach and words can affect others and yet speaks to the situation regardless of how uncomfortable it may be. I believe that those qualities make her a more successful communicator as well as a team member.

I am grateful to be associated with Sindy and believe that she would be an asset in any organization or position.

Sincerely,



Gina Ordaz

509 East J

Jerome, ID 83338

208-410-0269

CONSENT AGENDA  
JUNE 18, 2015



***Jerome Jt. School District No. 261***

**District Office  
125 4<sup>th</sup> Avenue West  
Jerome, Idaho 83338  
Telephone (208) 324-2392 • FAX (208) 324-7609  
Dale Layne, Superintendent of Schools**

---

April 18, 2014

To The Professional Standards Commission Selection Committee:

I am writing this letter of recommendation for Mrs. Sindy Black, as part of her application process for a position on the Professional Standards Commission. Mrs. Black has worked in the Jerome School District for ten years at Jefferson Elementary School. During that time she has taught first and third grades. Five of those years, I was her the building principal at Jefferson Elementary and am now the district superintendent.

Mrs. Black holds the personal qualities that are required of someone serving on the Professional Standards Commission, including honesty and integrity. Mrs. Black has experience working in a cooperative team setting in that she has been willing to participate in building and district committees and teams.

I understand the Mrs. Black may need to participate in meetings that will require her not being in the classroom. The Jerome School District supports the commission and Mrs. Black as these become necessary.

Mrs. Black would be a good member of this committee, if she is selected.

Sincerely,

A handwritten signature in blue ink that reads "Dale Layne".

Dale Layne  
Superintendent of Schools

**CONSENT AGENDA  
JUNE 18, 2015**

**KATHLEEN A. DAVIS**

3058 Cherry Creek Rd.  
St. Maries, ID 83861  
Home Phone (208) 245-3801  
Cell (208) 582-0187

February 28, 2012

Penni Cyr, IEA President  
Idaho Education Association  
P.O. Box 2638  
Boise, ID 83701

Dear Ms. Cyr,

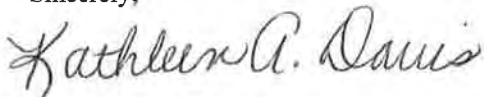
I respectfully submit my application and required documents for consideration for the IEA's selection of a representative to the Idaho Professional Standards Commission.

I believe it is imperative that the profession be protected from negative influences. One way in which we, as teachers, can help in this effort is to monitor practices which ensure that ethical conduct is employed at all times. This will not only make certain that those we come into contact are protected from wrong doing, but also ensure that those in the profession of education are not tarnished by the misdeeds or unprofessional choices of others. This review process also provides assurance that educators will be treated appropriately if accusations should arrive and that false accusations can be handled with integrity.

I have included the following documents: application, resume, statement of commitment to education, along with three letters of recommendation.  
Should you have additional questions, please contact me so that I might provide any necessary information.

Thank you for considering me as a candidate for this appointment.

Sincerely,



Kathleen A. Davis

Enc: PSC Application  
Resume  
Statement of Commitment to Education  
Letters of Recommendation  
D.Kachelmier  
D. Baerlocher  
N. Huddleston

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JUNE 18, 2015

MAR 09 2012

Exhibit J  
Date submitted \_\_\_\_\_

APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION

Name Kathleen A. Davis School St. Maries Middle School  
Home Address 3058 Cherry Creek Rd. Sch. Address 1315 Jefferson Ave.  
City St. Maries Zip Code 83861 City St. Maries Zip 83861  
Home Ph. 208 245 3801 Sch. Ph. 208 245-3495  
E-mail Address cherry3058@aol.com

PSC Position applied for: (a)  classroom teacher  
(check one) (b)  special education teacher  
(c)  pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type		Expiration Date
Standard Elementary	All Subjects K-8	9-1-2013
Reading	K-12	9-1-2013
English	K-9	9-1-2013

Education Background [Degrees and places obtained]

Degree	School
<u>B.S. Elem Ed</u>	<u>Lewis-Clark State College, Lewiston, ID</u>
<u>M.Ed Curriculum &amp; Instruction</u>	<u>University of Idaho, Moscow, ID</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>1998-1999</u>	<u>Heyburn Elementary, St. Maries, ID</u>	<u>Substitute Teacher</u>
<u>1999-2005</u>	<u>UpRiver School, Fernwood, ID</u>	<u>Classroom Teacher/Title I</u>
<u>2000-2008</u>	<u>Heyburn Elementary, St. Maries, ID</u>	<u>Summer Reading Teacher</u>
<u>2005-present</u>	<u>St. Maries Middle School, St. Maries, ID</u>	<u>Classroom Teacher</u>

(over)



**CONSENT AGENDA  
JUNE 18, 2015**

Professional Associations and related activities other than IEA/NEA  
(including offices)

St. Maries Education Association	2001-Present	Building Rep
St. Maries Education Association	2009-2011	Delegate
St. Maries Education Association	2005-present	Treasurer
SMEA	1998-present	Member
International Reading Association	1998-present	
Kappa Delta Pi		
University of Idaho Alumni Association		
Lewis-Clark State College Alumni Association		
National Teachers of English		
Idaho Library Association		

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Benewah County Library Board of Directors		2008-present
Benewah County Library Board of Directors	Chairperson	2010-present
North Idaho Volleyball Club		1998-2006
St. Maries High School Booster Club		2000-present
St. Maries Church of the Nazarene		1990-present
Heyburn Parent Teacher Organization		1992-1998
P.E.O. International		2009-present
Parents Helping Parents		1999-2005

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES  NO .

Applicant's signature Kathleen P. Davis

**Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.**

Please keep file active  
1 yr.  2 yr.  NO .

1/07

**CONSENT AGENDA  
JUNE 18, 2015**

**KATHLEEN A. DAVIS**

3058 Cherry Creek Rd.  
St. Maries, ID 83861  
Home Phone (208)245-3801      208 582-0187

**OBJECTIVE:** I would like the opportunity to serve on the Professional Standards Commission.

**QUALIFICATIONS**

In my 14 years of teaching, I have provided appropriate instruction to children in grades Pre K-8. During this time I have taken additional responsibilities and focused on strengthening community involvement in our school. By seeking workshops and conferences that focus on subject areas for which I am responsible, I have attempted to use current research and data to offer my students an optimal learning environment. My experience has included working with preservice teachers, novice teachers, and with college instructors involved in mentoring new teachers in order to provide resources and support that will aid them in a positive transition into the profession.

**EDUCATION**

*1974-1978* High School Diploma, St. Maries High School, St. Maries, ID  
*1994-1998* B.S. Elementary Education, Lewis Clark State College, Lewiston, ID  
*Endorsements in Reading K-12 and English K-9*  
*2002-2005* M. Ed. Curriculum and Instruction, University of Idaho, Moscow, ID

**EMPLOYMENT**

*1998-1999* *Teacher, Heyburn Elementary, SD #041, St. Maries, ID*  
*Sept. - Jan* Served as support personnel for Special Education Department. Responsible for weekly activities for grades K-5.

*1999-1999* *Substitute Teacher, Heyburn Elementary, SD #041, St. Maries, ID*  
*Jan - June* Performed as long term substitute. Responsible for daily instruction and activities for twenty preschool age children including those with special needs.  
Responsible for all planning and assessment in fourth grade classroom. In addition assumed all committee activities and assignments for teacher on leave during the final academic quarter.

*1999-2005* *Classroom Teacher, UpRiver Elementary, SD #041, St. Maries, ID*  
Assigned instruction in Language Arts, Geography, and Math for grades 6-8. This position included work within the Title I program. During this time I served on the technology, spelling bee, and assemblies committees.

*2000-2008* *Teacher for Summer Reading Program, SD #041, St. Maries, ID*  
Provided remediation for students in primary grades identified through IRI assessments.

*2005-present* *Classroom Teacher, St. Maries Middle School, SD #041, St. Maries, ID*  
Language Arts, Grades 7-8, All subjects Grade 6  
Responsible for instruction in reading and English. Member of district professional development committee, and RTI team. Mentor for novice teachers. Facilitator for collaboration activities.  
Coordinator for building RTI team. Assisted in staff development for Danielson Evaluation Model.

**RELATED ACTIVITIES**

*1998-present* Active Member St. Maries Education Association  
*2003-2005* St. Maries Education Association Building Representative  
*2008-present* St. Maries Education Association Treasurer; Delegate  
*2008-present* Benewah County Library Association Board Trustee  
Chair 2010-present  
*2010-present* Active member P.E.O.  
Chair - Scholarship committee 2010-present; Treasurer - 2012

**CONSENT AGENDA  
JUNE 18, 2015**

February 28, 2012

To Whom It May Concern:

I am writing this recommendation for Kathy Davis, a sixth grade teacher at St. Maries Middle School, for the PSC committee.

Kathy graduated with a Bachelor of Science degree from LCSC in 1998 with endorsements in Reading K-12, and English K-9. After substituting for one year, Kathy began her teaching career at Upriver Elementary where she taught Language Arts, Geography and Math for grades 6-8. During this time she served on the technology, spelling bee and assemblies committees. In 2005 she transferred to St. Maries Middle School where she taught Language Arts to the 7-8<sup>th</sup> grades. Presently she is teaching 6<sup>th</sup> grade. From 2000-2008 she was an instructor for the Summer Reading program offered here in St. Maries. In 2005 Kathy graduated with a masters degree in Curriculum and Instruction from the University of Idaho.

Kathy is truly an outstanding leader and a person who is dedicated to the teaching profession. She has been instrumental in leading our school district with the Charlotte Danielson evaluation process. Trained by the IEA, she has attended workshops, lead discussion groups in the district, and been a facilitator for the model. Her professional leadership has been noted in St. Maries School District as she has served on the district's professional development committee, text book selection committee, RTI team, a facilitator for collaboration activities, as well as a mentor for novice teachers.

In the community, Kathy has been active in P.E.O. and is currently serving on the Benewah County Library Association as a Board Trustee.

Kathy, an enthusiastic and engaging teacher, has excellent rapport and nurtures hers students to achieve success.

Kathy has been a member of her professional organization since becoming a teacher. She has served as a building representative, treasurer, and been a delegate to the IEA delegate assembly.

As a member of the Professional Standards Commission, Kathy would be a reliable, hard working and dependable individual. She is willing to commit her time and efforts necessary to work on this important committee. She has the background, motivation, and inspiration to work with her fellow educators. She would be an advocate for the teaching profession.

As a retired teacher and Region 1 board member, it is with great pleasure that I recommend Kathy Davis for the position on the Professional Standards Commission.

Sincerely,



**CONSENT AGENDA**  
**JUNE 18, 2015**

February 29, 2012

Re: Kathy Davis

Dear Sir/Madam:

It is my pleasure to recommend Kathy Davis as a candidate for the Professional Standards Commission. I have known Kathy for seven years. I began teaching within the district five years ago and was grateful and fortunate to have Kathy as my mentor. Her commitment to aiding me in my educational growth has continued long after my first year of teaching.

Recommending Kathy is an honor when considering her level of professional dedication to education. She has been the cornerstone in developing and implementing RTI within our building. Kathy continues to take a proactive approach in educating herself on the latest RTI development; then she collaborates with staff and RTI committee members to provide quality educational growth for all students.

Kathy's dedication in assuring student learning and staff accountability has branched out in many leadership rolls within the middle school. She thrives at the opportunity to aide in committee development that supports students, staff, and district growth. Kathy is also a leader on the school Professional Development team and as well as an active member of IEA. Her commitment to education and students continue with her active involvement in community committees such as the Benewah Library Association and our local P.E.O

Kathy enhances the commitment level within the building through her ethical and moral practices as an educator. Her leadership qualities, years of educational experience, and ethical standards, make her a person that is not only a leader but a trusted colleague and mentor for all staff members. Your committee would benefit from Kathy's strong leadership, professionalism, and her ability to create strong collaboration among staff.

Sincerely,



Nikki Huddleston

Language/Art Teacher



**CONSENT AGENDA  
JUNE 18, 2015**

*St. Maries Middle School*

Dennis Kachelmier, Principal/Athletic Director

Scott Sanford, Counselor  
Inga McCarter, Secretary

**February 29, 2012**

**Professional Standards Commission  
650 West State Street  
PO Box 83720  
Boise, ID 83720-0027**

**To Whom It May Concern;**

**It is my pleasure to recommend Kathleen A Davis for the classroom teacher opening on the Professional Standards Commission. Mrs. Davis has taught Language Arts at St. Maries Middle School for the past seven years, which coincides with my arrival as principal at St. Maries.**

**Mrs. Davis has been a leader in areas of curriculum, innovation, student personnel and staff development. Her professionalism is beyond her years of experience, and she is definitely a leader of teachers. The conduct of "Kathy" Davis is above reproach. In 30 years of education I believe Kathy Davis would be in the top two people I would recommend for this commission.**

**Her professional, collaborative demeanor would make her a good selection for the committee due to the ability to work well within a group. Mrs. Davis is professional in her communications to students, staff, and the public. I can think of no limitation or personal attribute that would cause me any area of concern with this recommendation. As a result I give Kathleen A. Davis my highest recommendation, without reservation. If I can provide further information, please feel free to contact me at 208-582-0213.**

**Sincerely,**

**Dennis Kachelmier, Principal**

## Jennifer Gates

12015 E. Lenora Drive  
Spokane Valley, WA 99206  
[jgates314@hotmail.com](mailto:jgates314@hotmail.com)  
(509) 998-9218

April 20, 2014

Ms. Penni Cyr  
President, Idaho Education Association  
620 N. 6<sup>th</sup> St.  
PO Box 2638  
Boise, ID 838701

Re: Professional Standards Commission

Dear Ms. Cyr,

I am interested in filling the Elementary Classroom Teacher position on the Professional Standards Commission. I have been an elementary teacher for seven years, but more importantly, a professional advocate for children for over 25 years as noted in my resume.

The Professional Standards Commission is a vital component to the learning community. I want our children to continue to move forward and this is another way to be a part of this movement. Holding teachers accountable and helping them to grow is an important aspect of education if we want to see our students thrive and become successful. The Professional Standards Commission helps to assure that we have educators that uphold principles and ethics that are necessary for that to happen. One of the most important things we can do for our students is to make sure that we have teachers in place who truly are dedicated to the standards that have been set. The Professional Standards Commission helps to assure that we have educators that uphold principles and ethics that are necessary for that to happen. I enjoy being a part of the changes and moving forward to help our children, not standing on the sidelines waiting for others to do the work.

My commitment to the profession is to always be striving to be better at enhancing the education of our children and that of our profession. Our children are our future, and I strive daily to produce an environment that makes them want to learn and to make sure that I continue to be open to learning every day as well. The Professional Standards Commission is the opportunity to assure quality teachers are in the classroom and to help those make needed changes if necessary.

Thank you for considering me for this position. I look forward to hearing from you.

Sincerely,

  
Jennifer Gates

Exhibit J

Date submitted April 24, 2014

**APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION**

Name Jennifer Gates School Lakeside Elementary  
Home Address 12015 E. Lenora Drive Sch. Address 1157 E Street  
City Spokane Valley, WA Zip Code 99206 City Plummer Zip 83851  
Home Ph. (509) 998-9218 Sch. Ph. (208) 686-2144  
E-mail Address jgates314@hotmail.com

PSC Position applied for: (a)  classroom teacher  
(check one) (b)  special education teacher  
(c)  pupil personnel services

**PROFESSIONAL INFORMATION**

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Standard Elementary, All Subjects K/8, Literacy K/12 - Idaho</u>	<u>9/01/2015</u>
<u>Residency Teacher, Elementary Education, Reading - Washington</u>	<u></u>
<u></u>	<u></u>

Education Background [Degrees and places obtained]

Degree	School
<u>Masters of Education</u>	<u>Whitworth University</u>
<u>Certification in Elementary Education</u>	<u>Whitworth University</u>
<u>Bachelor of Arts, Applied Psychology</u>	<u>Eastern Washington University</u>

Professional Experience [Date, place and position]

Date	Place	Position
<u>9/2007 - present</u>	<u>Lakeside Elementary</u>	<u>Second Grade Teacher</u>
<u>1/2007-5/2007</u>	<u>Trent Elementary, Spokane, WA</u>	<u>Student Teacher, 4th grade</u>
<u>7/1990-present</u>	<u>Excelsior Youth Center, Spokane, WA</u>	<u>Group counselor, medical coordinator assistant, Pro-Act Instructor</u>

(over)

**CONSENT AGENDA  
JUNE 18, 2015**

**Professional Associations and related activities other than IEA/NEA  
(including offices)**

IEA - Plummer Worley President

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**Community Involvement (Please list all community service or other community  
activities in which you have been involved and dates)**

Girl Scouts

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Boy Scouts

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Upward coach

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The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO \_\_.

Applicant's signature Jennifer Bates

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**Please attach resume, three (3) letters of recommendation, and statement  
of commitment to the profession.**

Please keep file active  
1 yr. \_\_ 2 yr. X NO \_\_.

1/07



JUNE 18, 2015

Jennifer Gates

12015 E. Lenora DriveSpokane Valley, WA, 99206jgates314@hotmail.com(509)998-9218**Summary of Professional Qualifications**

- Twenty-five years experience with at-risk children
- Thirteen years experience teaching Professional Assault Crisis Training
- Six year experience teaching Sunday School, Preschool – Third Grade

**Education****Whitworth University, Spokane, Washington**

Masters of Education

June 2011

Dean's List

**Whitworth College, Spokane, Washington**

Certification in Elementary Education – endorsement in Reading, emphasis in Social Studies

June 2007

Dean's List

**Eastern Washington University, Cheney, Washington**

Bachelor of Arts – Applied Psychology

January 1991

**Certification****Standard Elementary, State of Idaho, September 2007**

All Subject K/8

Literacy K/12

**Residency Teacher Certificate, State of Washington, June 2007****Highly Qualified and Endorsed in the following areas:**

Elementary Education, September 16, 2006

Reading, January 13, 2007

**Professional Experiences**

- Teacher – Second Grade, Fall 2007 – present  
Lakeside Elementary, Plummer, Idaho

I participate in students learning while obtaining classroom management, on-going assessments, parent/community communication, Individual Education Plans, collaboration, along with many other day to day activities. I am currently a member of the Response to Intervention team, Positive Behavior Intervention System team, Student Study Team, and have been on the District Leadership team.

- Student Teacher – Fourth Grade, Spring 2007  
Trent Elementary, Spokane Valley, Washington

While student teaching, I participated in and was responsible for student learning, classroom management, assessment, parent communication, administering the WASL, parent conferences, math night, SST – Student Study Team, MDT – Multi-Disciplinary Team, summits, collaboration, student profiling, and other tasks as needed. In meeting Washington State/district standards, I completed a performance-based pedagogy assessment and developed a professional growth plan. I also had several field experiences between 2006 and 2007.

**Work Experience**

- Relief Counselor 9/07 – present  
Excelsior Youth Center, Spokane, Washington

I am responsible for at-risk children ages 10-18 who are economically, behaviorally, and emotionally challenged.

**CONSENT AGENDA  
JUNE 18, 2015**

- **Medical Coordinator Assistant 3/04-9/07**  
Excelsior Youth Center, Spokane, Washington

I was responsible for overseeing the medication for the children and training for the staff in regards to the medication, Rebuilding Spokane Together, extensive experience and familiarity with economically, behaviorally, and emotionally challenged individuals.

- **Senior Group Counselor 7/90-3/04**  
Excelsior Youth Center

I was responsible for the staff and children residing there, staff trainings, mini-groups i.e. drug and alcohol education, anger management, independent living skills, recreation, sex education, victim awareness, etc; providing healthier living choices, parent/foster parent communication, MDT – Multi-Disciplinary Team, caseworker and attorney communication, Family Fun Day, development of treatment plans, conducted assessments, multi-disciplinary evaluation, and extensive experience and familiarity with economically, emotionally, and behaviorally challenged individuals.

- **Pro-Act Instructor 3/93- 3/06**  
Excelsior Youth Center, Spokane, Washington

I was responsible for the training and education for staff in crisis management. This training emphasized self-control, choices, teamwork, individuality, diversity, and age appropriateness. Pro-Act evaluates strengths and how to utilize those strengths to empower the children.

**References**

Mike Crabtree  
Principal  
Lakeside Elementary  
(208) 686-2199

Judi Sharrett  
Superintendent  
Plummer-Worley School District S  
(208) 686-1621

Teresa Hurliman  
Idaho Capacity Builder  
Spokane Schools Retired Principal  
(509) 570-6660

JUNE 18, 2015

**Lakeside Elementary School**

P.O. Box 130, 1345 E. Street

Plummer, ID 83851

☎ (208) 686-1651 📠 (208) 686-2118

<http://www.pwsd44.com>

2014

To Whom It May Concern,

It is an honor to write a letter of recommendation for Jennifer Gates. Jennifer is currently an elementary teacher at Lakeside Elementary School in the Plummer-Worley School District.

Jennifer is one of the most outstanding educators that I have had the opportunity to work with and learn from. She puts in a great deal of time and does a terrific job in all aspects of her responsibilities. Jennifer possesses a genuine passion for her students and is driven by a moral imperative to support all students to reach their potential. She is aware of all students' needs and knows how to reach each of them. Jennifer exhibits her dedication in all situations and interactions not only with students, but with her peers and administration. She truly gives one hundred percent with students, parents and staff. She will go the extra mile to help all students academically and socially whether they are in her classroom or someone else's.

The teachers respect Jennifer and learn from her knowledge level and develop compassion from her tender heart. Jennifer is a team player who has an excellent partnership with all staff and administrators in the Plummer-Worley School District. Jennifer has many leadership qualities and is very supportive with the overall educational activities of the School-Wide Title I Elementary School and district initiatives. She is engaged in weekly collaboration with teammates. During this collaboration time lessons are developed and student work is assessed.

Jennifer is always well-prepared, confident, and eager to teach students. She is highly knowledgeable with the curriculum and assessments as well as effective teaching strategies. She follows the state and common core standards in coordination with both the district and the school curriculum. She implements strategies to engage all students in high levels of learning. Jennifer presents herself in a highly professional manner; from communication with parents, to lesson planning, to delivering instructions, to collaboration among staff members. Jennifer models her strong abilities, skills, and professionalism in all areas of our school.

During Jennifer's daily lessons I have observed her to treat students with respect and courtesy. She listens to their responses, understands and uses methods for delivering the curriculum in a clear, sequential and thoughtful manner. She is able to move backward and forward in her lessons to accommodate for the differences in abilities of students during the delivery of instruction. She clearly understands that lesson plans are used as a tool and is comfortable to move toward the moment. It is evident Jennifer is highly skilled with differentiated instruction. Jennifer genuinely cares about her students and their needs both emotionally, socially, and academically.

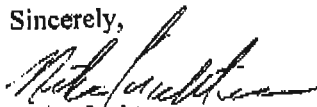
Jennifer's engagement with activities and professional development is above and beyond most teachers. The following is just a sample list:

Weekly collaboration with building resources  
Collaborated with Data Driven Dialogues  
Data Assessments (Formative & Summative)  
Differentiated Instruction  
Developing modifications and interventions  
Establishing and maintaining positive & collaborative relationships with parents  
Establishing and maintaining positive collaboration with staff and students  
Open communication with other providers to discuss needs of students and how to best align services  
District Staff Development  
Involved with Calibration Walk-Throughs  
Staff Walk-Throughs  
Common Core  
SBAC Training

People respect Jennifer because they admire her honesty and sincerity. She is kind and compassionate with students, staff and community. Jennifer always demonstrates a big heart in her dealings with people regardless of their age or position in life. She works to accommodate people whenever possible, but is never willing to sacrifice the education of a student in the process.

Jennifer works very hard and her dedication to her profession is outstanding. People adore her warmth and caring attitude. It is an honor to work with such a terrific person.

Sincerely,



Mike Crabtree  
Principal, Lakeside Elementary

## CONSENT AGENDA

JUNE 18, 2015

PO Box 130 \* 1157 E Street  
Plummer, ID 83851-0130  
Phone (208) 686-1621  
Fax (208) 686-2108  
www.pwsd44.com

## Plummer-Worley Joint School District No. 44

4/15/2014

Dear Ms. Cyr,


I'm writing this letter of recommendation on behalf of Jenn Gates to serve on the Professional Standards Commission. Jenn has been a second grade teacher at Lakeside Elementary in the Plummer Worley School District since 2007. Jenn is interested in pursuing a vacancy on the committee through the IEA organization. As the Superintendent of this small district, I am well-acquainted with the quality of her teaching and feel qualified to speak to her character and work ethic.

I expect all staff to constantly strive to be impeccable and vigilant about the effect words and actions have on other people. It is also my expectation everyone uphold the highest level of confidentiality in the many sensitive issues arising as a result of being an employee of the Plummer Worley School District. It is one thing to set high expectations, however, it is rare for them to be met consistently by any individual.

Jenn Gates exceeds my expectations for staff. In a small district with many at-risk students, staff is presented with daily opportunities to demonstrate quality of character. A highly ethical teacher-leader, Jenn has been an asset to the elementary because of her high integrity and willingness to give honest feedback. She applies 100% of herself to *everything* she does with a sense of humor and without complaint.

Jenn Gates is a powerhouse as a person and staff member. The best part about Jenn is her calm yet firm demeanor. Jenn is self-motivated, caring, intelligent, and enthusiastic in her drive to always do her best in service to others. For these reasons and more, I believe Jenn Gates would be a great choice to serve on the Professional Standards Commission.

Sincerely,



Judi Sharrett, Superintendent

April 23, 2014

To whom it may concern,

I am pleased to write a letter of recommendation for Jennifer Gates. I have known Jenn for the past 6 years at Lakeside Elementary where she has been a teacher and I have been a school improvement coach.

During this time, I have had a chance to observe and work with Jenn. First and foremost, she is a quality teacher; her classes are structured so students know what to expect. Jenn differentiates her instruction with her students by digging down deep to determine what each child needs, and developing a plan for them. She keeps track of student progress and makes adjustments to the student's program when needed. Besides focusing on a quality academic program, Jenn is one of those teachers that values strong relationships with her students.

Jenn is a natural leader. Her peers seek her input and advice. She has effectively served on various teams and committees, helping move the school forward. She has also been an asset to her school by sharing her expertise with de-escalation skills and has provided training to them in the past. Recently, she has assumed the role of Union president for Plummer-Worley School District and is well respected in that role.

Jenn is warm, personable and cares about people. She is an excellent communicator, equally comfortable expressing concerns, as well as communicating when things are going well. She is intelligent, curious and always open to learning something new.

In summary, Jenn is the kind of person you want on your team. She is hard working, reliable and a can-do person. She has a great sense of humor and helps contribute to a positive team culture. She is energetic, enthusiastic and her positive attitude is a plus in developing collaborative relationships with staff and parents.

I strongly recommend Jenn as a competent teacher, collaborator and leader. I consider her an asset to any leadership position and would strongly encourage you to consider her for your position.

Sincerely,

Teresa Hurliman



Idaho Capacity Builder  
Spokane Schools Retired Principal  
509-570-6660

**CONSENT AGENDA  
JUNE 18, 2015**

**DONNA SULFRIDGE**

Donna will bring a wealth of teaching experience, wisdom and depth of understanding to the Professional Standards Commission (PSC). Donna is interested in serving on the PSC in order to yield excellence in teacher development. She believes that supporting and guiding good teachers is the best way to help students achieve more than just high test scores, namely, and more importantly, to reach their dreams. Teachers inspire students and she hopes to encourage teachers through her contributions on the PSC.

Donna loves working with people---students, parents, colleagues, and the general public. She has faced many challenges in dealing with people, possessing and demonstrating the wisdom and caring that people appreciate. Additionally, she values working in groups to solve problems for the good of Idaho's children.

Within three years of receiving her degree in Elementary Education, Donna was voted Teacher of the Year at Star Elementary School in the Meridian School District, became one of the District's first Mentor Teachers, and ran the Title One summer school program and the Reading is Fundamental Program for her school.

Donna began her Master's Degree in Reading and moved to Mountain Home to Base Primary School. It was here where she learned to organize huge field trips to the pool (on bikes) or to farms and sand dunes as well as how a group of teachers can run a very profitable carnival. Here she threw herself into teaching Everyday Math, the Writing Workshop, and Hands on Elementary Science, guiding her students in Discovery Lessons in Science and Social Studies.

Throughout Donna's career, she has gone over and above her classroom responsibilities to contribute to the profession by serving on textbook adoption and curriculum committees, piloting math curriculums and serving on a district retention policy committee. She served on the School Wide Title One Committee and RTI Committee and currently serves on the School Improvement Team.

As a veteran teacher, Donna has experienced all of the changes and challenges brought on by No Child Left Behind and meeting Adequate Yearly Progress goals. Despite the inevitable large pendulum swings in education, she has always seen the wisdom of providing a balanced approach. As the curriculum has evolved to more "a mile deep and an inch wide" focus, she has made sure to adapt when witnessing a lack of student engagement.

**CONSENT AGENDA  
JUNE 18, 2015**

Donna earned her Master's Degree in Educational Leadership from the University of Idaho in May of 2012. She was encouraged to pursue educational leadership by her pastor, Dr. Robert Colson, who told her that she would make an excellent administrator. He had witnessed her leadership as the director of the church's music ministry for the past eleven years and by her work as a youth group leader.

Donna's first passion has been for her students' welfare and learning. Her acceptance as a PSC member will allow her to support, guide, and help teachers in these difficult times for both educators and students. Please give her your strongest consideration.

Please see Donna's accompanying resume' below.



**CONSENT AGENDA  
JUNE 18, 2015**

**Donna Rae Sulfridge**

2549 Southwest Old Grandview Hwy.

Mountain Home, Idaho 83647

Telephone: (208) 587-4081; (208) 629-6900

Email: [dorame12@msn.com](mailto:dorame12@msn.com); [sulfridge\\_dr@sd193.k12.id.us](mailto:sulfridge_dr@sd193.k12.id.us)

Objective

My objective is to become an elementary school principal.

Education

2009-2012	University of Idaho, Boise, Idaho Master of Education---Educational Leadership
1983-1987	Boise State University, Boise, Idaho Bachelor of Arts---Elementary Education

Honors

- Renaissance Reading Model Classroom---2001/2002
- Teacher of the Year Star Elementary School ---1991/1992
- Bachelor of Arts Degree conferred with High Honors

Teaching Experience

2004-Present	Third Grade Teacher East Elementary School, Mountain Home School District, Idaho
2002-2004	Third Grade Teacher Base Primary School, Mountain Home School District, Idaho
1994-2002	Second Grade Teacher Base Primary School, Mountain Home School District, Idaho

Highlights: Supervise student teachers; serve on reading, math, science, social studies, and language arts curriculum and textbook adoption committees for the Mountain Home School District; served on the district committee that developed the Retention Policy; served on the School Wide Title One committee, Response to Intervention committee, and the School Improvement Team

1988-1994	Third Grade Teacher Star Elementary School, Meridian School District, Idaho
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Highlights: Coordinated the Reading Is Fundamental program; directed and taught a summer school program; supervised a new teacher as part of the Mentor Teacher Program; served on reading and math curriculum and textbook adoption committees for the Meridian School District

Memberships and Activities

- Northwest Professional Educators an Association of American Educators chapter: current member
- National Education Association---former member and former building representative
- Open Door Fellowship---worship team coordinator, Backyard Bible Club organizer/teacher, and teen group volunteer

References

Mrs. Anita Straw, Principal

**CONSENT AGENDA  
JUNE 18, 2015**

East Elementary School  
Mountain Home, Idaho 83647  
Phone: (208) 587-2585

Mrs. Sherri A. Ybarra  
Director of Federal Programs  
Mountain Home School District  
Mountain Home, Idaho 83647  
(208) 587-2595

Mrs. Jackie Harper  
Principal-retired  
Mountain Home, Idaho 83647  
(208) 587-9495

CONSENT AGENDA  
JUNE 18, 2015

Mrs. Betty Turner  
9798 W. Red Berry Court  
Boise, ID 83709  
208-340-7095  
April 23, 2014

Penny Cyr  
Idaho Education Association  
620 N. 6<sup>th</sup> St.  
PO Box 2638  
Boise, ID 83701

Dear Ms. Cyr,

I am applying to represent IEA on the Professional Standards Committee. I have enclosed my application, resume, and three letters of recommendation. One letter of recommendation is from a co-teacher. One letter is from a principal I worked for and admired. One letter is from our GATE supervisor. I have all but the application available via e-mail if needed.

Thank you for your consideration.

Sincerely,



Betty Turner

CONSENT AGENDA  
JUNE 18, 2015

Exhibit J

Date submitted \_\_\_\_\_

APPLICATION FOR  
PROFESSIONAL STANDARDS COMMISSION

Name Betty Turner School Collister  
 Home Address 9798 W. Red Berry Ct. Sch. Address 4426 W. Catalpa Dr.  
 City Boise Zip Code 83709 City Boise Zip 83703  
 Home Ph. 376-2919 Sch. Ph. 854-4650  
 E-mail Address bettyturner@g.com Betty.Turner@BoiseSchools.org  
 PSC Position applied for: (a)  classroom teacher  
 (check one) (b)  special education teacher  
 (c)  pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
<u>Elementary</u>	<u>August, 2018</u>
<u>Gifted and Talented</u>	

Education Background [Degrees and places obtained]

Degree	School
<u>BS in Elem. Educ.</u>	<u>Nebraska Wesleyan Univ. Lincoln, NE</u>
<u>Various graduate courses at</u>	
<u>BSU, NWU, U of T, Lewis-Clark, NIC, Whitworth College</u>	

Professional Experience [Date, place and position]

Date	Place	Position
<u>Aug. 2003 - June 2009</u>	<u>Horizon</u>	<u>K-3 full time gifted classroom</u>
<u>Aug. 2009 to present</u>	<u>Collister</u>	<u>1-2 Highly gifted Classroom</u>
<u>(Jan. 1990 - Aug 2003)</u>	<u>substitute in Boise School District</u>	<u>K-6</u>

CONSENT AGENDA  
JUNE 18, 2015

Professional Associations and related activities other than IEA/NEA  
(including offices)

ITAB/SAGE

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Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Vineyard Boise small group leader, Bible School

Redeemer Lutheran Education Director

American Red Cross Labor & Delivery teacher

Volunteer at Monroe, Jackson, Horizon

OTE patron volunteer at Horizon for 9 years

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES  NO .

Applicant's signature Betty A. Turner

---

**Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.**

Please keep file active  
1 yr.  2 yr.  NO .

1/07

CONSENT AGENDA  
JUNE 18, 2015

**Mrs. Betty Turner**

9798 W. Red Berry Court, Boise, ID 83709

208-376-2919/ cell 208-340-7095/work 208-854-4661

[bettyaturner@q.com](mailto:bettyaturner@q.com)/[Betty.Turner@BoiseSchools.org](mailto:Betty.Turner@BoiseSchools.org)

**Professional Summary**

My goal as a professional educator is to be a life long learner as well as to teach my students to also become life long learners. Another goal I have as an educator is to work with integrity and honesty. I am seeking a position as a representative on the Professional Standards Commission because I want to broaden my experiences and I believe I have something to offer this committee.

**Experience**

Collister Elementary School

4426 W. Catalpa Dr.

Boise, ID 83703

208-854-4650

August, 2009-present Highly gifted 1<sup>st</sup>-2<sup>nd</sup> grade

Positions held: Social Committee Chair, Look to Learn committee, Wise Tool Committee, PTO representative

Horizon Elementary School

710 Mitchell

Boise, ID 83704

854-5170

August 2003-June, 2009

I created and piloted a fulltime gifted classroom for K-3.

Positions held: Collaborated with grades 1-3 weekly, Represented GATE on Problem Solving Team, Leadership Team, District Gifted Teachers Committees

Boise Public School District

1990-2003 Substitute Teacher Pre K-6

**Education**

Nebraska Wesleyan University, Lincoln, Ne May, 1979

Bachelor of Science in Elementary Education

Graduate Level Classes taken at BSU, NNU, U of I, Lewis-Clark, NIC, Whitworth College

CONSENT AGENDA  
JUNE 18, 2015



# The Independent School District of Boise City

8169 W. Victory Rd.  
Boise, Idaho 83709

(208) 338-3400  
FAX (208) 338-3487

April 15, 2014

Idaho Education Association  
Professional Standards Commission

Dear Selection Committee:

It is my honor to recommend Mrs. Betty Turner for a position on the Professional Standards Commission. In my position as gifted program supervisor for the Boise School District in Idaho, I have worked with Betty for ten years. During most of that time, she has been a primary grade teacher in our highly gifted program and an integral member of our highly gifted program team. The five teachers in this program work extremely collaboratively and have significant additional responsibilities beyond their teaching. They help select children for the program based on test scores as well as more subjective evidence. They develop the advanced curriculum for this program which is an extreme intervention for students with profound gifted needs. In the classroom, as well as providing continual academic challenge for these students, they address the unusual emotional and executive functioning skills of this population of students and the concomitant challenges these present.

In the on-going workings of this team, as well as in her classroom teaching, Betty has demonstrated the highest ideals of the teaching profession. Even under pressure, she examines each decision with an eye to ethics and what is the "right" thing and the "professional" thing to do. She happily and willingly volunteers for whatever needs to be done to improve our ability to meet the needs of our students. She is a very reflective teacher, analyzing her lessons and classroom, pursuing professional development and continually refining her teaching. She works very closely with her students' parents and is highly respected by them and by district staff. She is extremely responsible and worthy of trust.

I am delighted that Betty has agreed to pursue this responsible position in her field. She will be an excellent representative of the teaching profession and will be a great asset to the committee and its important work.

Sincerely,

Rita S. Hoffman

*"Educating Today For a Better Tomorrow"*

CONSENT AGENDA  
JUNE 18, 2015



# HORIZON ELEMENTARY SCHOOL

*"Every Child Learns Every Day"*

Dr. Gale Zickefoose, Principal  
Ms. Helga Frankenstein, Assistant Principal  
Mrs. Cyndi Ashton, Administrative Assistant

April 17, 2014

To Whom It May Concern:

It is without hesitation that I recommend Mrs. Betty Turner the Professional Standards Commission! Betty is an outstanding professional educator and truly has a heart for students. She cares deeply about their success and understands the importance of developing positive, integrity-filled relationships with her students, their parents, and her colleagues. Betty demonstrates, daily, the Boise School District core values - respect, responsibility, teamwork, honesty and dignity.

Betty is a team player! She collaborates extremely well with her colleagues and her colleagues think highly of her and her consistent professionalism. Betty is well versed in the continuous school improvement process having spent the past several years reading about Professional Learning Communities and implementing plans, differentiating lessons, and developing all means necessary to meet the needs of all of her students in her classroom and the needs of all of the students at her grade level.

Betty is positive, upbeat, confident, and has a can-do attitude. Parents and students love her. Students look forward to being in her class and parents routinely requested to have their child placed in her classroom.

I would rehire Betty in a heartbeat and if my own children were in the primary grades (they're older now) I would not hesitate to place them in her classroom.

You will not be remiss if you select Betty Turner for this position on the Professional Standards Commission! Feel free to give me a call if you have questions. My home phone number is 208-853-0672 and my cell phone number is 208-284-6358.

Sincerely,

Gale Zickefoose  
Principal

HOME OF THE EXPLORERS!

730 N. Mitchell • Boise, Idaho 83704 • Phone: (208) 854-5170 • Fax: (208) 854-5171



**CONSENT AGENDA  
JUNE 18, 2015**

Franklyn D Robinson  
307 N 21<sup>st</sup> St.  
Boise, ID, 83702  
franklob@gmail.com

April 22, 2014

Professional Standards Commission  
650 West State St.  
Boise, ID 83720

To Whom It May Concern:

I am writing to recommend Betty Turner to serve on the Professional Standards Committee. Mrs. Turner consistently displays good judgment. Betty is a woman of great integrity.

I have been acquainted with Mrs. Turner since 1992. I have known Betty well for the past six years. I first worked with Mrs. Turner when she served as PTO president of the school where I taught. I am fortunate to now work with Betty as a co-teacher in the Boise School District Highly Gifted Program.

Through my many years of working with Mrs. Turner I have seen her work ethic and commitment to children on a daily basis. Betty always works to elevate her students by having high expectations and holding the children accountable to those expectations.

I recommend Betty Turner to the Professional Standards Commission because of her integrity. Mrs. Turner is the most honest and caring person I know. Betty understands and practices confidentiality. She also is not afraid to speak up when students or adults are treated unfairly.

Mrs. Turner's honesty, integrity and incredible work ethic would make her a great fit for the Professional Standards Commission. She would be an asset to the PSC, and I am happy to give her my wholehearted endorsement.

Sincerely,



Franklyn D. Robinson

**CONSENT AGENDA  
JUNE 18, 2015**

**Elisa S. Saffle**

5455 Denning Ave., Iona, Idaho 83427

208-244-2757

elisasaffle@gmail.com

**EDUCATION:**

**Educational Specialist Educational Administration:** Idaho State University, Pocatello, Idaho  
May 2009

**Master of Education Educational Administration:** Idaho State University, Pocatello, Idaho  
December 2008

**Master of Education Curriculum and Instruction – Mathematics Specialist:** Kent State University, Kent, Ohio  
August 2000

**Bachelor of Arts in Mathematics – Secondary Teaching Certification:** Malone College, Canton, Ohio  
May 1995

**CERTIFICATION:**

**Idaho:** Superintendent Pre K – 12, School Principal Pre K – 12, Mathematics 6 – 12

**EXPERIENCE:**

***Bonneville Joint School District #93, Idaho Falls, Idaho***

**Elementary School Principal:** June 2013 to present – Hillview Elementary School

- Ensured implementation of professional learning communities focusing on student learning and growth.
- Responsible for making discipline decisions for prevention and consequences.
- Provided all certified and classified employee evaluations.
- Completed walk-throughs for snapshots of teacher effectiveness.
- Prepared professional development plans with teachers.
- Collaborated with parents for family activities, fundraisers, volunteers, and school needs.
- Responsible for school finances and budgeting.

**High School Assistant Principal:** July 2009 to June 2013 – Hillcrest High School

- Responsible for making discipline decisions for prevention and consequences.
- Provided teacher evaluations for the mathematics, physical education, and fine arts departments.
- Completed walk-throughs for snapshots of teacher effectiveness.
- Organized the school accreditation process and site visit with the Northwest Accreditation Commission.
- Scheduled teachers for extra supervision responsibilities.
- Supervised athletic, extra-curricular, and co-curricular events.
- Contributed to the planning and development of the master schedule.
- Helped organize the high school course description book.
- Served as member of the district calendar committee.
- Supervised school clubs.

***Idaho Falls School District #91, Idaho Falls, Idaho***

**Coordinator of Staff Development:** July 2008 to June 2009

- Managed part of the district Federal Title II funds to facilitate professional learning.
- Responsible for scheduling, designing, and teaching graduate level continuing education courses.
- Organized and executed the *Whole Child, Whole Teacher* conference for over 800 educators.
- Planned and carried out new teacher induction and monthly academies to train and retain new teachers.
- Led the mentoring and professional development committees.

**Coordinator of Assessment and Program Evaluation:** June 2007 to June 2008 (interim position)

- Responsible for implementing federal and state mandated K-12 assessments.
- Supervised the district ISAT (Idaho Standards Achievement Test) Coordinator.
- Collaborated with Directors of Elementary and Secondary and Coordinator of Curriculum and Professional Development on assessment, curriculum, and professional development projects.
- Communicated regularly with the State Department of Education and the Office of the State Board of Education for clarification and compliance issues.
- Trained and supervised the Idaho Reading Indicator (IRI) proctors.
- Analyzed national, state, and local data for instructional and curricular decision-making.

# CONSENT AGENDA

## JUNE 18, 2015

**Math Curriculum Specialist:** June 2004 to June 2007

- Responsible for the mathematics curriculum needs of the district including in-service opportunities, trainings, updating assessments, and alignment of mathematics curriculum.

**Junior High School Math Teacher:** August 2000 to August 2006 – Clair E. Gale Jr. High School

- Taught ninth grade Geometry and Algebra and seventh grade Pre-Algebra.

**ACT Preparation Teacher:** October 2003 to May 2004 – Community Education Program

- Prepared high school students for the English, Mathematics, Reading, and Science ACT Tests.

**North Olmsted City Schools, North Olmsted, Ohio**

**High School Math Teacher:** North Olmsted High School, North Olmsted, Ohio.

August 1997 to August 1999.

**Lakeland Community College, Kirtland, Ohio**

**Part-time Instructor:** April 1996 to June 1996 – Math 094

### **Other Teaching Experience**

#### **Continuing Education Graduate Courses:**

- The Core Six Essential Teaching Strategies – Teaching Strategies for Common Core Implementation
- Tools for Teaching – Discipline, Instruction, and Motivation
- Responsive Teaching – Instructional Strategies for the Differentiated Classroom
- Sheltered Instruction Observation Protocol (SIOP) I – Introduction to the Eight Components
- Sheltered Instruction Observation Protocol (SIOP) II
- New Teacher Induction
- New Teacher Academy
- Teacher Academy
- Mathematics Academy – Focus on Remediation
- Mathematics Academy – Focus on Differentiation

#### **Workshops and Seminars:**

- Questioning Strategies
- Writing Content and Language Objectives
- Closing the Achievement Gap
- 9 Strategies of Classroom Instruction that Works
- Understanding and Using Assessment Data
- Engaging Students
- Grouping and Interaction

**Long-term Substitute Teacher:** November 1996 to June 1997 – Greene Middle School, Smithville, Ohio, August 1996 to November 1996 – Wooster High School, Wooster, Ohio, November 1999 to June 1999 – Fox Hollow Elementary School, Idaho Falls, Idaho

**Substitute Teacher:** September 1995 to June 1996 – Fairport Harbor, Painesville City and Township, Ohio

**Summer School Teacher:** July 1996, June 1995 to July 1995 – Painesville Township, Ohio, June 2001 to June 2003 – Idaho Falls, Idaho

**Math Proficiency Preparation Tutor:** October 1995 and February 1996 – Fairport, Ohio.

### **ORGANIZATIONS AND ACTIVITIES:**

**Project Leadership**

**Idaho LEADS**

**Association for Supervision and Curriculum Development (ASCD)**

**Delta Kappa Gamma – Honor Society of Women Educators**

**Idaho Association of School Administrators (IASA)**

**Idaho Association of Elementary School Principals (IAESP)**

**National Association of Elementary School Principals (NAESP)**

**Idaho Association of Secondary School Principals (IASSP)**

**National Association of Secondary School Principals (NASSP)**

**Coordinator of Idaho Association of Student Council (IASC) Region V/IV Conference 2010**

**CONSENT AGENDA  
JUNE 18, 2015**

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**SUBJECT**

Request for Waiver of 103% Student Transportation Funding Cap for ten School Districts.

**REFERENCE**

June 2013	Board approved the request for four school districts to receive a funding cap waiver for the 2012-2013 school year
June 2014	Board approved the request for six school districts to receive a funding cap waiver for the 2013-2014 school year.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code

**BACKGROUND/DISCUSSION**

During the 2001 session, the Idaho Legislature amended Section 33-1006, Idaho Code. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of April 30, 2015, there were 18 school districts and/or charter schools negatively affected by the pupil transportation funding cap:

BLAINE COUNTY DISTRICT	\$56,555
FALCON RIDGE CHARTER SCHOOL	\$1,810
GARDEN VALLEY DISTRICT	\$45,210
GENESEE JOINT DISTRICT	\$10,801
HIGHLAND JOINT DISTRICT	\$2,811
KAMIAH JOINT DISTRICT	\$981
KELLOGG JOINT DISTRICT	\$33,769
LIBERTY CHARTER	\$1,008
MC CALL-DONNELLY DISTRICT	\$130,156
MEADOWS VALLEY DISTRICT	\$26,854
MERIDIAN JOINT DISTRICT	\$102,124
MOSCOW DISTRICT	\$51,146
MOUNTAIN VIEW SCHOOL DISTRICT	\$4,716
PLUMMER-WORLEY JOINT DISTRICT	\$3,541
SALMON DISTRICT	\$10,341
VALLEY DISTRICT	\$8,365
VISION CHARTER SCHOOL	\$21,168
WENDELL DISTRICT	\$12,696

**CONSENT AGENDA**  
**JUNE 18, 2015**

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Of these 18, only ten districts have routes meeting the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Genesee, Highland, Kamiah, Kellogg, Meadows Valley, Moscow, Mountain View, Plummer-Worley, and Salmon school districts.

All ten of these districts have applied for a waiver from the student transportation funding cap.

**Garden Valley School District** submitted three school bus routes that met the required criteria. This represents 30% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 133%.

**Genesee School District** submitted two school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Highland School District** submitted two school bus routes that met the required criteria. This represents 40% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

**Kamiah School District** submitted two school bus routes that met the required criteria. This represents 33% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 136%.

**Kellogg School District** submitted two school bus routes that met the required criteria. This represents 5% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 108%.

**Meadows Valley School District** submitted one school bus routes that met the required criteria. This represents 50% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 153%.

**Moscow School District** submitted three school bus routes that met the required criteria. This represents 16.6% of the bus runs operated by the district. When added to the 119.6% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 119.6%.

**Mountain View School District** submitted twelve school bus routes that met the required criteria. This represents 26% of the bus runs operated by the district.

**CONSENT AGENDA  
JUNE 18, 2015**

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When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 129%.

**Plummer-Worley School District** submitted one school bus route that met the required criteria. This represents 8.3% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 111.3%.

**Salmon School District** submitted one school bus route that met the required criteria. This represents 12.5% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 115.5%.

**ATTACHMENTS**

Attachment - - Funding Cap Appeal Applications

Page 5

**BOARD ACTION**

I move to approve the request by **Garden Valley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 133% for a total of **\$43,087** in additional funds from the public school appropriation.

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

I move to approve the request by **Genesee School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 143% for a total of **\$10,801** in additional funds from the public school appropriation.

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

I move to approve the request by **Highland School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 143% for a total of **\$2,811** in additional funds from the public school appropriation.

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

I move to approve the request by **Kamiah School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 136% for a total of **\$981** in additional funds from the public school appropriation.

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

**CONSENT AGENDA  
JUNE 18, 2015**

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I move to approve the request by **Kellogg School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 108% for a total of **\$23,602** in additional funds from the public school appropriation.

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

I move to approve the request by **Meadows Valley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 153% for a total of **\$26,816** in additional funds from the public school appropriation.

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

I move to approve the request by **Moscow School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 119.6% for a total of **\$51,146** in additional funds from the public school appropriation.

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

I move to approve the request by **Mountain View School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 129% for a total of **\$4,716** in additional funds from the public school appropriation.

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

I move to approve the request by **Plummer-Worley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 111.3% for a total of **\$3,541** in additional funds from the public school appropriation.

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

I move to approve the request by **Salmon School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2015 of 115.5% for a total of **\$10,341** in additional funds from the public school appropriation.

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

# CONSENT AGENDA

## JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

2014

District Name: Garden Valley

Number: 71

Date: January 6, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:  
(Please check all applicable boxes by using mouse key).

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 30.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

**Loman and Southfork are hardship routes**

*Loman am Run meets the requirements for the funding cap appeal as checked above. This route averages 21 riders per 79 miles daily run which equals .27 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Loman am run travels 79 miles a day, of which 11 miles has a slope of 5% or greater which equals 14% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.*

*Loman pm Run meets the requirements for the funding cap appeal as checked above. This route averages 8 riders per 77 miles daily run which equals .10 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Loman pm run travels 77 miles a day, of which 11 miles has a slope of 5% or greater which equals 14% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.*

*Southfork PM Run meets the requirements for the funding cap appeal as checked above. This route averages 7 riders per 14 miles daily run which equals .50 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Southfork pm run travels 14 miles a day, of which 5 miles has a slope of 5% or greater which equals 35% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.*

*We have 10 runs; therefore, these run represent 30% of our routes.*

*[Handwritten Signature]*

Superintendent Signature: \_\_\_\_\_ Date: 1-6-15

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.



# CONSENT AGENDA JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

2014

District Name: Mountain View

Number: 244

Date: January 16, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 26.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 13, 2015.**

Mountain View school district has a total of 12 routes that meet the hardship criteria, have included 6. ( Kooskia routes)

Battle Ridge am run meets the requirements for the funding cap appeal for all three criteria's. Battle ridge am run averages 18 riders per 30 miles daily run which equals .60 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 30 miles of road with 18 unpaved which equals .60, which is more than the majority on unpaved surface. It has 30 miles total with 5 miles at 5% slope, which equals 16% of the route which is greater than the state requirement of 10% of the miles.

Battle Ridge pm run meets the requirements for the funding cap appeal for all three criteria's. Battle ridge pm run averages 19 riders per 30 miles daily run which equals .63 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 30 miles of road with 18 unpaved which equals .60, which is more than the majority on unpaved surface. It has 30 miles total with 5 miles at 5% slope, which equals 16% of the route which is greater than the state requirement of 10% of the miles.

Clearwater am run meets the requirements for the funding cap appeal for two of the criteria's. Clearwater am run averages 11 riders per 35 miles daily run which equals .31 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 35 miles total with 6 miles at 5% slope, which equals 17% of the route which is greater than the state requirement of 10% of the miles.

Clearwater pm run meets the requirements for the funding cap appeal for two of the criteria's. Clearwater pm run averages 11 riders per 35 miles daily run which equals .31 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 35 miles total with 6 miles at 5% slope, which equals 17% of the route which is greater than the state requirement of 10% of the miles.

Superintendent Signature:

Date: 1-23-15

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2015**

Kidder Ridge am run meets the requirements for the funding cap appeal for two of the criteria's. Kidder Ridge am run averages 27 riders per 44 miles daily run which equals .61 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 44 miles total with 14 miles at 5% slope, which equals 31% of the route which is greater than the state requirement of 10% of the miles.

Kidder Ridge pm run meets the requirements for the funding cap appeal for two of the criteria's. Kidder Ridge pm run averages 26 riders per 44 miles daily run which equals .59 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 44 miles total with 14 miles at 5% slope, which equals 31% of the route which is greater than the state requirement of 10% of the miles.

Lukes Gulch am run meets the requirements for the funding cap appeal for two of the criteria's. Lukes Gulch am run averages 19 riders per 24 miles daily run which equals .81 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 24 miles total with 4 miles at 5% slope, which equals 16% of the route which is greater than the state requirement of 10% of the miles.

Lukes Gulch pm run meets the requirements for the funding cap appeal for two of the criteria's. Lukes Gulch pm run averages 13 riders per 24 miles daily run which equals .55 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 24 miles total with 4 miles at 5% slope, which equals 16% of the route which is greater than the state requirement of 10% of the miles.

Tahoe Ridge am run meets the requirements for the funding cap appeal for two of the criteria's. Tahoe Ridge am run averages 12 riders per 41 miles daily run which equals .29 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 41 miles total with 10 miles at 5% slope, which equals 24% of the route which is greater than the state requirement of 10% of the miles.

Tahoe Ridge pm run meets the requirements for the funding cap appeal for two of the criteria's. Tahoe Ridge pm run averages 15 riders per 41 miles daily run which equals .36 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 41 miles total with 10 miles at 5% slope, which equals 24% of the route which is greater than the state requirement of 10% of the miles.

Wahl Creek am run meets the requirements for the funding cap appeal for two of the criteria's. Wahl Creek am run averages 16 riders per 26 miles daily run which equals .61 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 26 miles total with 10 miles at 5% slope, which equals 38% of the route which is greater than the state requirement of 10% of the miles.

Wahl Creek pm run meets the requirements for the funding cap appeal for two of the criteria's. Wahl Creek pm run averages 16 riders per 26 miles daily run which equals .61 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). It has 26 miles total with 10 miles at 5% slope, which equals 38% of the route which is greater than the state requirement of 10% of the miles.

We have 23 routes, and these represents 26% of our routes.

# CONSENT AGENDA JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year:

2014

District Name: Moscow

Number: 281

Date: January 6, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

**(Please check all applicable boxes by using mouse key).**

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 16.60 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 13, 2015.**

**Moscow Verbiage for Cap waiver: 101, 102 and 110 are hardship runs: These conditions were verified by SDE officials.**

*Route 101 am run meets the requirements for the funding cap appeal as checked above. This run averages 18 riders per 45 miles daily run which equals .40 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 101 am run has 45 miles total with 14 miles at 5% slope or more, which equals 31% of the route which is greater than the state requirement of 10% of the miles.*

*Route 101 pm run meets the requirements for the funding cap appeal as checked above. This run averages 23 riders per 45 miles daily run which equals .51 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 101 pm run has 45 miles total with 14 miles at 5% slope or more, which equals 31% of the route which is greater than the state requirement of 10% of the miles.*

*Route 102 am run meets the requirements for the funding cap appeal as checked above. This run averages 30 riders per 37 miles daily run which equals .81 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 102 pm run has 37 miles total with 5.5 miles at 5% slope or more, which equals 14% of the route which is greater than the state requirement of 10% of the miles.*

*Route 110 am run meets the requirements for the funding cap appeal as checked above. This run has 29 miles of road with 15 unpaved which equals .51, which is more than the majority on unpaved surface. Route 110 pm run has 29 miles total with 7 miles at 5% slope or more, which equals 24% of the route which is greater than the state requirement of 10% of the miles.*

*Route 110 pm run meets the requirements for the funding cap appeal as checked above. This run has 30 miles of road with 16 unpaved which equals .51, which is more than the majority on unpaved surface. Route 110 pm run has 30 miles total with 7 miles at 5% slope or more, which equals 23% of the route which is greater than the state requirement of 10% of the miles.*

Superintendent Signature: \_\_\_\_\_

Date: 1/8/2015

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The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2015**

*Route 2-2, meet the hardship criteria*

*Route 2-2 AM run meets the requirements for the funding cap appeal as checked above. This run averages 8 riders per 17 miles daily run which equals .47 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 2-2 AM run travels 17 miles of road, with 9 unpaved miles which equals .52%, which is more than the majority on unpaved surface.*

*Route 2-2 PM run meets the requirements for the funding cap appeal as checked above. This run averages 11 riders per 17 miles daily run which equals .65 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 2-2 PM run travels 17 miles of road, with 9 unpaved miles which equals .52%, which is more than the majority on unpaved surface.*

*We have 2 routes; therefore, these routes represent 50%.*

Superintendent Signature:



Date:

*Jun 13, 2015*

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The State Board of Education approved	disapproved	the district's appeal and request at its regularly
scheduled meeting on	at a Funding Cap Rate of	% greater than the 103% percentage
rate limit, necessary to eliminate the funding cap penalty.		

**CONSENT AGENDA  
JUNE 18, 2015**



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

SHERRI YBARRA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation				Use Tab Key To Enter Data
<b>103% Funding Cap Appeal Application for Fiscal Year:</b>				2014
District Name:	Meadows Valley	Number:	11	Date: January 6, 2015
<p>The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria: (Please check all applicable boxes by using mouse key).</p>				
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road		
	<input type="checkbox"/>	Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater		
The district is requesting a funding rate increase of		50.00	% more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.	
Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.				

CONSENT AGENDA  
JUNE 18, 2015



STATE DEPARTMENT OF EDUCATION

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TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

2014

District Name: Kellogg Jt Number: 391

Date: January 5, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 5.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

CONSENT AGENDA  
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Route 20/AM route meets the requirements for the funding cap appeal as checked above. This run averages 14 riders per 17 miles daily run which equals .82 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 20/AM run travels 17 miles a day, of which 4 miles has a slope of 5% or greater which equals 23% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 3/PM route meets the requirements for the funding cap appeal as checked above. This run averages 13 riders per 17 miles daily run which equals .76 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3/PM run travels 17 miles a day, of which 4 miles has a slope of 5% or greater which equals 23% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.  
We have 20 runs; therefore, this run represent 5% .

Superintendent Signature:

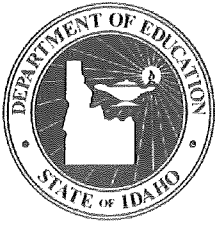
*William Woodford*

Date:

*12-30-2014*

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The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.



CONSENT AGENDA
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TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year: 2014

District Name: Kamiah Jt. Number: 304 Date: December 31, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

- X [ ] Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
[ ] Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
X [ ] Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 33.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

Glenwood Route /AM meets the requirements for the funding cap appeal as checked above. This run averages 22 riders per 39 miles daily run which equals .56 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Glenwood run travels 39 miles a day, of which 13.2 miles has a slope of 5% or greater which equals 33.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Glenwood/PM route meets the requirements for the funding cap appeal as checked above. This run averages 19 riders per 39 miles daily run which equals .49 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Glenwood run travels 39 miles a day, of which 13.2 miles has a slope of 5% or greater which equals 33.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Woodland Route /AM meets the requirements for the funding cap appeal as checked above. This run averages 20 riders per 30 miles daily run which equals .67 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Woodland run travels 30 miles a day, of which 9.8 miles has a slope of 5% or greater which equals 32.6% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Woodland/PM route meets the requirements for the funding cap appeal as checked above. This run averages 20 riders per 30 miles daily run which equals .67 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Woodland run travels 30 miles a day, of which 9.8 miles has a slope of 5% or greater which equals 33.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

We have 12 runs; therefore, these runs represent 33% .

Superintendent Signature: [Signature] Date: 1/8/14

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The State Board of Education approved [ ] disapproved [ ] the district's appeal and request at its regularly scheduled meeting on [ ] at a Funding Cap Rate of [ ] % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.
CONSENT - SDE TAB 16 PAGE 13



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## STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

### Division of Student Transportation

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103% Funding Cap Appeal Application for Fiscal Year:

2014

District Name: Highland Jt.

Number: 305

Date: December 31, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:  
(Please check all applicable boxes by using mouse key).

- Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 40.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

Route 3/AM meets the requirements for the funding cap appeal as checked above. This run averages 16 riders per 40 miles daily run which equals .40 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3 run travels 40 miles a day, of which 5 miles has a slope of 5% or greater which equals 12.5% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 3/PM meets the requirements for the funding cap appeal as checked above. This run averages 12 riders per 40 miles daily run which equals .30 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3 run travels 40 miles a day, of which 5 miles has a slope of 5% or greater which equals 12.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 5/ AM run meets the requirements for the funding cap appeal as checked above. This run averages 9 riders per 55 miles daily run which equals .16 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 5/AM run travels 55 miles of road, with 47 unpaved miles which equals .85%, which is more than the majority on unpaved surface.

Route 5/ PM run meets the requirements for the funding cap appeal as checked above. This run averages 12 riders per 55 miles daily run which equals .22 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 5/PM run travels 55 miles of road, with 47 unpaved miles which equals .85%, which is more than the majority on unpaved surface.

We have 5 runs; therefore, these runs represent 40% .

Superintendent Signature: *Bob Beumler*

Date: 1-8-15

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The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

# CONSENT AGENDA JUNE 18, 2015



## STATE DEPARTMENT OF EDUCATION

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TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

### Division of Student Transportation

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103% Funding Cap Appeal Application for Fiscal Year:

2014

District Name:

Number:

Date:

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:  
(Please check all applicable boxes by using mouse key).

- Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of  % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

Route 3/AM meets the requirements for the funding cap appeal as checked above. This run averages 16 riders per 40 miles daily run which equals .40 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3 run travels 40 miles a day, of which 5 miles has a slope of 5% or greater which equals 12.5% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 3/PM meets the requirements for the funding cap appeal as checked above. This run averages 12 riders per 40 miles daily run which equals .30 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3 run travels 40 miles a day, of which 5 miles has a slope of 5% or greater which equals 12.8% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials.

Route 5/ AM run meets the requirements for the funding cap appeal as checked above. This run averages 9 riders per 55 miles daily run which equals .16 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 5/AM run travels 55 miles of road, with 47 unpaved miles which equals .85%, which is more than the majority on unpaved surface.

Route 5/ PM run meets the requirements for the funding cap appeal as checked above. This run averages 12 riders per 55 miles daily run which equals .22 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 5/PM run travels 55 miles of road, with 47 unpaved miles which equals .85%, which is more than the majority on unpaved surface.

We have 5 runs; therefore, these runs represent 40% .

Superintendent Signature: *Bob Beumler* Date: 1-8-15

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The State Board of Education approved  disapproved  the district's appeal and request at its regularly scheduled meeting on  at a Funding Cap Rate of  % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

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JUNE 18, 2015



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STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

Division of Student Transportation

103% Funding Cap Appeal Application for Fiscal Year:

Use Tab Key To Enter Data

2014

District Name: Genesee Jt

Number: 282

Date: January 6, 2015

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:

(Please check all applicable boxes by using mouse key).

Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).

Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road

Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 40.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 13, 2015.

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**Route 1 and Route 3, meet the hardship criteria**

**Route 1 AM run meets the requirements for the funding cap appeal as checked above. This run averages 16 riders per 37 miles daily run which equals .43 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 1/AM run travels 37 miles of road, with 26 unpaved miles which equals .70%, which is more than the majority on unpaved surface.**

**Route 1 PM run meets the requirements for the funding cap appeal as checked above. This run averages 16 riders per 37 miles daily run which equals .43 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 1/PM run travels 37 miles of road, with 26 unpaved miles which equals .70%, which is more than the majority on unpaved surface.**

**Route 3 AM run meets the requirements for the funding cap appeal as checked above. This run averages 18 riders per 24 miles daily run which equals .75 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3/AM run travels 24 miles of road, with 15 unpaved miles which equals .62.5%, which is more than the majority on unpaved surface.**

**Route 3 PM run meets the requirements for the funding cap appeal as checked above. This run averages 17 riders per 24 miles daily run which equals .71 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.85). Route 3/PM run travels 24 miles of road, with 15 unpaved miles which equals .62.5%, which is more than the majority on unpaved surface.**

**We have 5 routes; therefore, these routes represent 40% .**

Superintendent Signature: \_\_\_\_\_

*Wendy J. Moore*

Date: 4/27/15

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The State Board of Education approved \_\_\_\_\_ disapproved \_\_\_\_\_ the district's appeal and request at its regularly scheduled meeting on \_\_\_\_\_ at a Funding Cap Rate of \_\_\_\_\_ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

**CONSENT AGENDA  
JUNE 18, 2015**

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**CONSENT AGENDA  
JUNE 18, 2015**

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**SUBJECT**

Requests for Approval to transport students less than one and one-half miles for the 2014-2015 school year.

**REFERENCE**

June 2013	Board approved the request for 100 school districts and 12 charter schools to transport students less than one and one-half miles for the 2012-2013 school year
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June 2014	Board approved the request for 99 school districts and 10 charter schools to transport students less than one and one-half miles for the 2013-2014 school year
-----------	--

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1006, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-1006, Idaho Code states that the “State Board of Education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of basic vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, “bus testing,” 49 C.F.R. part 665, and any revision thereto, as provided in subsection 4 of this section, or other State Department of Education-approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts.”

“The transportation support program of a school district shall be based upon the allowable costs of Transporting pupils less than one and one-half (1½) miles as provided in section 33-1501, Idaho Code, when approved by the State Board of Education.”

Standards for Idaho School Buses and Operations states: “All school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged. The local board of trustees shall annually, by official action (33-1502, Idaho Code), approve all new safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety

**CONSENT AGENDA  
JUNE 18, 2015**

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busing sites at intervals of at least every three years using the local board-adopted measuring or scoring instrument. In order to qualify for reimbursement the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state.

Consideration for reimbursement is contingent on the application for "Request for Safety Busing Reimbursement" being received by the State Department of Education Transportation Section on or before March 31 of the school year in which the safety busing began. All requests must be submitted on the Safety Busing form found on the Pupil Transportation Web site. Reminders e-mailed to all Districts and Charter Schools prior to March 31. All requests being recommended for approval are compliant with section 33-1006, Idaho Code.

Attachment #1 contains a list of ninety five (95) school districts and twelve (12) charter schools that applied for safety busing using correct form affecting 26,022 students with recommendation for approval.

**ATTACHMENTS**

Attachment 1- List of safety busing requests  
recommended for approval

Page 3

**BOARD ACTION**

I move to approve the requests by ninety five (95) school districts and twelve (12) charter schools for approval to transport students less than one and one-half miles as listed in Attachment 1.

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

**CONSENT AGENDA  
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**Request to Transport Students Less than One and One-half Miles with Recommendation for Approval**

The following is a list of previously approved and new safety busing requests from various school districts to transport students less than one and one-half miles to and from school. The requests were approved by the local school district boards, and the students in the respective districts are currently being transported. All applications have been reviewed by Department of Education Staff and, in our opinion, meet safety-busing criteria.

Boise Independent School District No. 1

This request involves 1,654 students attending grades K through 9.

West Ada School District No. 2

This request involves 2,199 students attending grades K through 12.

Kuna Jt. School District No. 3

This request involves 268 students attending grades K through 6.

Meadows Valley No.11

This request involves 2 students attending grades K through 12.

Council School District No. 13

This request involves 7 students attending grades K through 12.

Pocatello School District No. 25

This request involves 1,626 students attending grades K through 12.

Bear Lake Co. School District No. 33

This request involves 101 students attending grades K through 5.

St. Maries Jt. School District No. 41

This request involves 66 students attending grades K through 8.

Plummer/Worley Jt. School District No. 44

This request involves 32 students attending grades K through 12.



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Snake River School District No. 52

This request involves 221 students attending grades K through 12.

Blackfoot School District No. 55

This request involves 564 students attending grades K through 12.

Aberdeen School District No. 58

This request involves 85 students attending grades K through 12.

Firth School District No. 59

This request involves 40 students attending grades K through 12.

Shelley Jt. School District No. 60

This request involves 288 students attending grades K through 6.

Blaine Co. School District No. 61

This request involves 556 students attending grades K through 12.

Garden Valley School District No. 71

This request involves 23 students attending grades K through 12.

Basin School District No. 72

This request involves 18 students attending grades K through 12.

Horseshoe Bend School District No. 73

This request involves 37 students attending grades K through 12.

West Bonner Co. School District No. 83

This request involves 82 students attending grades K through 8.

Lake Pend Oreille School District No. 84

This request involves 180 students attending grades K through 6.

Idaho Falls School District No. 91

This request involves 1,065 students attending grades K through 12.

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Bonneville Jt. School District No. 93

This request involves 1,937 students attending grades K through 12.

Boundary County School District No. 101

This request involves 60 students attending grades K through 12.

Butte County Jt. School District No. 111

This request involves 62 students attending grades K through 12.

Nampa School District No. 131

This request involves 2,263 students attending grades K through 12.

Caldwell School District No. 132

This request involves 1,123 students attending grades K through 12.

Wilder School District No. 133

This request involves 122 students attending grades K through 12.

Middleton School District No. 134

This request involves 360 students attending grades K through 12.

Notus School District No. 135

This request involves 132 students attending grades K through 12.

Melba Jt. School District No. 136

This request involves 23 students attending grades K through 12.

Parma School District No. 137

This request involves 6 students attending grades K through 5.

Vallivue School District No. 139

This request involves 689 students attending grades K through 12.

Grace Jt. School District No. 148

This request involves 19 students attending grades K through 12.

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North Gem School District No. 149

This request involves 8 students attending grades K through 12.

Soda Springs Jt. School District No. 150

This request involves 171 students attending grades K through 12.

Cassia Co. Jt. School District No. 151

This request involves 476 students attending grades K through 12.

Orofino Jt. School District No. 171

This request involves 21 students attending grades K through 7.

Challis Jt. School District No. 181

This request involves 15 students attending grades K through 12.

Mackay Jt. School District No. 182

This request involves 37 students attending grades K through 12.

Glenns Ferry Jt. School District No. 192

This request involves 204 students attending grades K through 12.

Mountain Home School District No. 193

This request involves 264 students attending grades K through 12.

Preston Jt. School District No. 201

This request involves 261 students attending grades K through 8.

West Side Jt. School District No. 202

This request involves 25 students attending grades K through 12.

Fremont Co. Jt. School District No. 215

This request involves 255 students attending grades K through 12.

Emmett Independent School District No. 221

This request involves 73 students attending grades K through 9.

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Gooding Jt. School District No. 231

This request involves 305 students attending grades K through 12.

Wendell School District No. 232

This request involves 53 students attending grades K through 12.

Hagerman Jt. School District No. 233

This request involves 16 students attending grades K through 12.

Bliss Jt. School District No. 234

This request involves 40 students attending grades K through 12.

Cottonwood Jt. School District No. 242

This request involves 49 students attending grades K through 8.

Salmon River Jt. School District No. 243

This request involves 3 students attending grades K through 9.

Mountain View School District No. 244

This request involves 92 students attending grades K through 12.

Jefferson Co. Jt. School District No. 251

This request involves 504 students attending grades K through 12.

Ririe School District No. 252

This request involves 95 students attending grades K through 12.

West Jefferson School District No. 253

This request involves 112 students attending grades K through 12.

Jerome Jt. School District No. 261

This request involves 305 students attending grades K through 8.

Coeur d'Alene School District No. 271

This request involves 201 students attending grades K through 8.

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Lakeland School District No. 272

This request involves 193 students attending grades K through 12.

Post Falls School District No. 273

This request involves 708 students attending grades K through 12.

Kootenai School District No. 274

This request involves 8 students attending grades K through 12.

Moscow School District No. 281

This request involves 237 students attending grades K through 12.

Genesee School District No. 282

This request involves 41 students attending grades K through 12.

Potlatch School District No. 285

This request involves 31 students attending grades K through 12.

Troy School District No. 287

This request involves 46 students attending grades K through 9.

Salmon School District No. 291

This request involves 171 students attending grades K through 12.

Kamiah Jt. School District No. 304

This request involves 77 students attending grades K through 12.

Shoshone Jt. School District No. 312

This request involves 148 students attending grades K through 12.

Dietrich School District No. 314

This request involves 2 students attending K through 11.

Richfield School District No. 316

This request involves 17 students attending K through 12.

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Madison School District No. 321

This request involves 370 students attending grades K through 12.

Sugar-Salem Jt. School District No. 322

This request involves 136 students attending grades K through 12.

Minidoka Co. Jt. School District No. 331

This request involves 517 students attending grades K through 8.

Lapwai School District No. 341

This request involves 98 students attending grades K through 12.

Culdesac School District No. 342

This request involves 8 students attending grades K through 12.

Oneida Co. School District No. 351

This request involves 127 students attending grades K through 12.

Marsing Jt. School District No. 363

This request involves 56 students attending grades K through 7.

Homedale Jt. School District No. 370

This request involves 255 students attending grades K through 8.

Payette Jt. School District No. 371

This request involves 468 students attending grades K through 12.

New Plymouth School District No. 372

This request involves 67 students attending grades K through 10.

Fruitland School District No. 373

This request involves 158 students attending grades K through 12.

American Falls Jt. School District No. 381

This request involves 131 students attending grades K through 8.

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Rockland School District No. 382

This request involves 28 students attending grades K through 12.

Kellogg Jt. School District No. 391

This request involves 74 students attending grades K through 5.

Wallace School District No. 393

This request involves 138 students attending grades K through 12.

Teton Jt. School District No. 401

This request involves 98 students attending grades K through 5.

Twin Falls School District No. 411

This request involves 632 students attending grades K through 12.

Buhl Jt. School District No. 412

This request involves 161 students attending grades K through 12.

Filer School District No. 413

This request involves 70 students attending grades K through 12.

Kimberly School District No. 414

This request involves 216 students attending grades K through 12.

Hansen School District No. 415

This request involves 75 students attending grades K through 12.

Castleford Jt. School District No. 417

This request involves 16 students attending grades K through 12.

Murtaugh Jt. School District No. 418

This request involves 61 students attending grades K through 9.

McCall-Donnelly Jt. School District No. 421

This request involves 213 students attending grades K through 12.

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Cascade School District No. 422

This request involves 5 students attending grades K through 12.

Weiser School District No. 431

This request involves 290 students attending grades K through 12.

Victory Charter No. 451

This request involves 4 students attending grades K through 12.

Compass Public Charter No. 455

This request involves 11 students attending grades K through 12.

Falcon Ridge Charter No. 456

This request involves 15 students attending grades K through 8.

Liberty Charter No. 458

This request involves 10 students attending grades K through 8.

Vision Charter No. 463

This request involves 43 students attending grades K through 12.

North Valley Academy Charter No.465

This request involves 70 students attending grades K through 12.

Legacy Charter No.478

This request involves 11 students attending grades K through 8.

Heritage Academy Charter No.479

This request involves 17 students attending grades K through 8.

Heritage Community Charter No.481

This request involves 90 students attending grades K through 8.

Bingham Academy Charter No.485

This request involves 37 students attending grades K through 10.



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Thomas Jefferson Charter No.787

This request involves 8 students attending grades K through 12.

Idaho Arts Charter No. 788

This request involves 53 students attending grades K through 12.

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Board approval of Idaho State University operating agreement with Idaho State University Foundation

**REFERENCE**

October 2008	Board approved of Idaho State University operating agreement with ISU Foundation
April 2012	Board approved of Idaho State University operating agreement with ISU Foundation

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement addresses the topics outlined in Policy V.E

Idaho State University (ISU) worked with the ISU Foundation to update the existing operating agreement, which was approved by the Board in April 2012. There were only minor changes to the agreement, which are highlighted in the documents and are summarized as follows:

- Made minor changes to the Loaned Employee agreement, including changing the title of the Fiscal Officer to Finance Director, updating his duties and responsibilities, clarifying that names, duties and compensation of loaned employees are updated as needed by the University and the Foundation, and updating the signature lines for the Foundation President.
- Modified the Services agreement to tie the termination clause to the most recently signed Operating Agreement and updated the signature lines for the Foundation President.
- Corrected the auditing standard applicable to the University should it conduct an audit of the Foundation

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**IMPACT**

Approval of the operating agreement brings the Foundation into compliance with Board policy V.E.

**ATTACHMENTS**

Attachment 1	Foundation Operating Agreement	Page 3
Exhibit A	Loaned Employee Agreement	Page 17
Exhibit B	Services Agreement	Page 24
Exhibit C	Investment Policy	Page 27

**STAFF COMMENTS AND RECOMMENDATIONS**

Revisions to the Operating Agreement, Exhibit A and Exhibit B were minor and immaterial.

The Audit Committee reviewed the operating agreement and recommends approval. References to Exhibits D-G in the operating agreement refer to the Articles of Incorporation, Bylaws, Conflict of Interest Policy, and Code of Ethics and Conduct. These exhibits did not change and have been omitted in order to reduce the size of the agenda.

Staff recommends approval.

**BOARD ACTION**

I move to approve the update to the Operating Agreement between the Idaho State University Foundation, Inc. and Idaho State University as presented.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No\_\_

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**ATTACHMENT 1**

**OPERATING AGREEMENT BETWEEN  
IDAHO STATE UNIVERSITY FOUNDATION, INC.  
AND  
IDAHO STATE UNIVERSITY**

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of , \_\_\_\_\_ 2015, is between Idaho State University, herein known as “University” and the Idaho State University Foundation, Inc., herein known as “Foundation”.

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a degree of institutional excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment to address, through financial support, the long-term academic and other priorities of the University.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, furthermore, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Agreement, personnel experienced in planning for and managing private contributions and works with the University to assist and advise in such activities.

WHEREAS, the parties hereby acknowledge that they will at all times conform to and abide by, the Idaho State Board of Education’s Governing Policies and Procedures, Gifts and Affiliated Foundations policy § V.E., and that they will submit this Agreement for initial prior State Board of Education (“State Board”) approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

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**ARTICLE I  
Foundation's Purposes**

The Foundation is the primary affiliated foundation responsible for securing, managing, and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules, and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable polices of the State Board; or (3) the role and mission of the University.

**ARTICLE II  
Foundation's Organizational Documents**

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University and the State Board upon request. All amendments of such documents shall also be provided to the University and the State Board. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

**ARTICLE III  
University Resources and Services**

1. University Employees.
  - a. University/Foundation Liaison: The University's Vice President for University Advancement shall serve as the University's Liaison to the Foundation.
    - i. The University's Vice President for University Advancement shall be responsible for coordinating the University's and the Foundation's fundraising efforts and for supervising and coordinating the administrative support provided by the University to the Foundation.
    - ii. The Vice President for University Advancement or her/his designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the Foundation's Board of Directors regarding the University's coordination with the Foundation's fundraising efforts.

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- b. Finance Director: The Finance Director of the Foundation is an employee of the University loaned to the Foundation. All of the Finance Director's services shall be provided directly to the Foundation as follows:
- i. The Finance Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Finance Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in iii below. The Finance Director shall be subject to the control and direction of the Foundation.
  - ii. The Finance Director shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Finance Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Finance Director, including such expenses as salary, payroll taxes, and benefits.
  - iii. The Foundation and the University shall enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the Finance Director is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Finance Director, including the following:
    1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation procedures and applicable law; such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.
    2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall also result in termination of any obligation of the University to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the University.
    3. Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or her/his designee. Further, the Foundation shall have the primary role in hiring a Loaned Employee, subject to applicable State or University requirements.
- c. Other Loaned Employees. Other loaned employees providing services pursuant to this Agreement shall also serve pursuant to a Loaned Employee Agreement, Exhibit "A," which shall set forth their particular responsibilities and duties. [The effective dates of all loaned employee agreements, the names and duties of the loaned employees, and the compensation amount shall be revised and updated as](#)

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needed by the university and Foundation.

- d. **Limited Authority of University Employees.** Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.
2. **Support Staff Services.** The University shall provide administrative, financial, accounting and development services to the Foundation, as set forth in the Services Agreement attached hereto as Exhibit "B" ("Services Agreement"). All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Services Agreement. The portion of such costs shall be determined by the agreement of the Parties.
3. **University Facilities and Equipment.** The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Services Agreement, Exhibit "B" hereto.
4. **No Foundation Payments to University Employees.** Notwithstanding any provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article of this Operating Agreement.

**ARTICLE IV**  
**Management and Operation of Foundation**

1. **Gift Solicitation.**
  - a. **Authority of Vice President for University Advancement.** All Foundation gift solicitations shall be subject to the direction and control of the Vice President for University Advancement.
  - b. **Form of Solicitation.** Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.



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- c. Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.
- 2. Acceptance of Gifts.
  - a. Approval Required Before Acceptance of Certain Gifts. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University, and where required by State Board policy, approval of the State Board. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.
  - b. Acceptance of Gifts of Real Property. The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.
  - c. Processing of Accepted Gifts. All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Services Agreement.
- 3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.
  - a. Restricted and Unrestricted Gift Transfers. The Foundation may make restricted donations to the University. Such donated funds will only be expended by the University pursuant to the terms of such restrictions. The Foundation may also make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. All expenditures noted in this section must comply with the I.R.S. 501(c)(3) code and be consistent with the Foundation's sole mission to support the University.
- 4. Foundation Expenditures and Financial Transactions.
  - a. Signature Authority. The Foundation designates the Foundation Treasurer as the

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individual with signature authority for the Foundation in all financial transactions with the University. The Foundation may supplement or change this designation with written notice to the University; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee nor a "Loaned Employee" as that term is used in this Agreement.

- b. Expenditures. All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.
5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.
  6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:
    - a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
    - b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
    - c. The institution has raised scholarship funds through an institution activity and the institution wishes to deposit the funds with the foundation for investment and distribution consistent with the scholarship nature of the funds.
    - d. Transfers of a de minimis amount not to exceed \$10,000 from the institution to the Foundation provided such funds are for investment by the Foundation for scholarship or other general university support *purposes*. This exception shall not apply to payments by the institution to the Foundation for obligations of the institution to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
  7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate, password protected accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes,

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some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis. Further, the Foundation shall make data available to external auditors as necessary to complete audit responsibilities.

8. Insurance. To the extent that the Foundation is not covered by the State of Idaho Retained Risk program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers, and employees. The Foundation shall also maintain general liability coverage.
9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "C"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "C".
10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "D" and the Foundation's Amended and Restated Bylaws which are attached as Exhibit "E." The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to both the University and the State Board.
11. Conflicts of Interest and Ethical Conduct. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set forth as Exhibit "F", and the Foundations Code of Ethical Conduct is set forth as Exhibit "G".

**ARTICLE V  
Foundation Relationships with the University**

1. Access to Records. The Foundation shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials and information of the Foundation pertaining to past, current or prospective donors, are proprietary to the Foundation and constitute its confidential information and trade secrets. The University shall not access such information except in compliance with the Foundation's donor confidentiality policies. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The University shall, at any time, have access to the financial records of the Foundation. The scope of this right of the University shall be construed as broadly as needed to conduct a complete audit of the Foundation as such an audit would be

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conducted under generally accepted ~~accounting procedures~~ auditing standards if the University should so require. Provided, however, that the University need not conduct an audit to be provided such access, but shall be provided such access at any time.

The University's access shall not include donor specific data such that would provide individually identifiable information about donors or their donations made to the Foundation.

2. Record Management.

- a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President.
- b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.
- c. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of University affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337 – 9-350, except where otherwise required by state and federal law.

3. Name and Marks. Each Party hereby is granted a general, non-exclusive, royalty- free license to use the corporate name of the other, specifically: "Idaho State University" and "The Idaho State University Foundation" in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities, and advertisements emanating from the Foundation.
5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating

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budget. Any of the University's funding requests to the Foundation shall be communicated in writing to the Foundation's Treasurer and Assistant Treasurer. If the request is for reimbursement, the University shall provide appropriate documentation to the Foundation to ensure that the funds to be reimbursed were used in compliance with donor intent.

6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.
7. Supplemental Compensation of University Employees. No supplemental compensation of University employees may be made by the Foundation. Provided the Foundation may reimburse the University for those benefits that are necessary for its normal course of operations, including, but not limited to, travel and continuing professional education. This is not intended to proscribe reimbursement by the Foundation of the University's expenses associated with "Loaned Employees" as set forth elsewhere in this Agreement, nor the payment of funds by the Foundation to the University in support of endowed chairs or similar faculty positions.

**ARTICLE VI  
Audits and Reporting Requirements**

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the University's President and the Board, in accordance with the Board's schedule for receipt of said annual audit. The Foundation's Annual Statements may be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Board Standards Board (GASB). Accordingly, the University, which follows a GASB format, is required to include the Foundation in its Financial Statements. Therefore, if the Foundation presents its audited Financial Statement under FASB, schedules reconciling the FASB Statements to GASB standards must be provided to the State of Idaho in the detail required by GASB standards. The annual audited Financial Statements and Schedules shall be submitted to the University's Office of Finance and Administration in sufficient time to incorporate the same into the State of Idaho's Comprehensive Annual Financial Review statements.
3. Separate Audit Rights. The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.

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4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President and the State Board setting forth the following items:
  - a. the annual financial audit report;
  - b. an annual report of Foundation transfers made to the University;
  - a. an annual report of unrestricted funds received by the Foundation;
  - b. an annual report of unrestricted funds available for use during the current fiscal year;
  - c. a list of all of the Foundation's officers, directors, and employees;
  - d. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
  - e. a list of all state and federal contracts and grants managed by the Foundation;
  - f. an annual report of the Foundation's major activities;
  - g. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
  - h. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

**ARTICLE VII**  
**Conflict of Interest and Code of Ethics and Conduct**

1. Conflicts of Interest and Code of Ethics and Conduct Policy Statement. The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is set as Exhibit "F," and its Code of Ethics and Conduct is set forth as Exhibit "G."
2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its

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independent review, approval, and use.

3. Contractual Obligation of University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University and, if applicable under law or policy, the State Board of Education. University approval of any such contract shall comply with policies of the State Board of Education with respect to approval of University contracts.
4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board and where appropriate, the Idaho Legislature, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

**ARTICLE VIII General Terms**

1. Effective Date. This Agreement shall be effective on the date set forth above.
2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both parties. In addition, either party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either party may terminate this Operating Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event the parties are unable to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.
3. Board Approval of Operating Agreement. Prior to the Parties' execution of this

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Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every three (3) years or more frequently if otherwise requested by the State Board.

4. Modification. Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.
5. Providing Documents to and Obtaining Approval from the University. Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.
6. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.
7. Notices. Any notices required under this agreement may be mailed or delivered as follows:

To the University:

President  
Idaho State University  
921 South 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209-8410

To the Foundation:

Vice President for Advancement Idaho State University 921 South 8th Ave. Stop 8024 Pocatello, ID 83209-8024	Finance Director Idaho State University Foundation 921 South 8th Ave. Stop 8050 Pocatello, ID 83209-8050
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8. No Joint Venture. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other party.
9. Liability. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or employees.



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10. Indemnification. The University and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Operating Agreement shall be construed to extend the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.
11. Dispute Resolution. The parties agree that in the event of any dispute arising from this Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, the dispute will be referred to the Chair of the Foundation and the University President. If the Foundation and University President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unsolved, then, in such case, either party shall have the right to initiate litigation arising from this Agreement. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.
12. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and/or Articles of Incorporation, should the Foundation cease to exist or cease to qualify as an Internal Revenue Code §501(c)(3) organization, the Foundation will transfer its assets and property to the University, to a reincorporated successor Foundation organized to benefit the University, or to the State of Idaho for public purposes, in accordance with Idaho law.
13. Assignment. This Agreement is not assignable by either party, in whole or in part.
14. Governing Law. This Agreement shall be governed by the laws of the State of Idaho
15. Severability. If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.
16. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement

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on the above specified date.

Idaho State University

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

Its: President

Idaho State University Foundation, Inc.

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

Its: President

**CONSENT AGENDA  
JUNE 18, 2015**

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**EXHIBIT "A"**

**Loaned Employee Agreement**

**CONSENT AGENDA  
JUNE 18, 2015**

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**CONSENT AGENDA  
JUNE 18, 2015**

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**EXHIBIT "A"**

**AGREEMENT FOR LOANED EMPLOYEE  
IDAHO STATE UNIVERSITY/IDAHO STATE UNIVERSITY FOUNDATION**

THIS AGREEMENT is entered into by and between IDAHO STATE UNIVERSITY, a state educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho ("University"), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation ("ISUF") effective for the period **Insert Beginning And Ending Dates**.

**BACKGROUND**

- A. The ISUF, incorporated as a 501(c)(3) organization in 1967, raises and manages private funds for the benefit of the University, and
- B. University has agreed to loan its employee, **Insert Name** ("Loaned Employee"), to ISUF to act in the capacity of ~~Fiscal Officer~~ Finance Director for ISUF.

**AGREEMENT**

The parties agree as follows:

- 1. Relationship between Loaned Employee and University.
  - a. Loaned Employee may be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Board and the University, or a classified employee subject to the applicable State of Idaho, State Board, and/or University rules and procedures.
  - b. Loaned Employee will be paid at a fiscal year salary rate of **Insert Amount**, payable on the regular bi-weekly paydays of the University. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification.
  - c. University shall be responsible for the payment of all salary and benefits to Loaned Employee. University shall be responsible for all payroll-related taxes, benefits costs, and other related payroll costs arising out of the Loaned Employee's employment with University.
- 2. Relationship between ISUF and Loaned Employee.
  - a. Loaned Employee will work full time and shall be under the exclusive supervision, direction, and control of the ISUF Board of Directors during the performance of her/his duties under this Agreement. Such duties shall include, but shall not be limited to,

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supervision of the back office operational processing of gifts and reporting to various stakeholders; responsibility for the management and operations of the donor system- (~~Viking~~); support of development staff and other personnel associated with the utilization of the donor system; relations with the University relative to IT support and security; oversight and management of ISUF operational policies; and, direct supervision of the ~~Finance Manager, management assistant, program information-coordinator, office specialist II, technical records specialist, and student intern,~~ and others ~~staff who may be assigned from time to time~~. Loaned Employees will report directly to ISUF President or her/his designee, who shall determine her/his duties. Loaned Employee will be considered a loaned employee under the workers' compensation law of the State of Idaho.

- b. ISUF is solely responsible for payment of income, social security, and other employment taxes, if any, due to the proper taxing authorities arising from its payment of reimbursements to Loaned Employee. ISUF agrees to indemnify, defend, and hold the University harmless from any and all liabilities, losses, claims, or judgments relating to the payment of these taxes.
  - c. No later than ninety (90) days prior to the end of the term of this Agreement, and each subsequent term, if any, ISUF will evaluate the performance of Loaned Employee. In the case where the Loaned Employee is a classified employee, such evaluation shall occur in accordance with rules and procedures applicable to such employees. ISUF will provide a copy of the evaluation document to the University no later than fourteen (14) days after the evaluation is completed.
  - c. ISUF may terminate or non-renew Loaned Employee's employment contract, or discipline Loaned Employee in accordance with ISUF's procedures and applicable law, any such termination or non-renewal shall constitute grounds for termination, non-renewal or discipline of Loaned Employee by the University. Provided however, particularly when the Loaned Employee is a classified employee, any contemplated termination shall be subject to applicable legal and procedural requirements of the State of Idaho and the University.
3. Relationship between ISUF and University.
- a. ISUF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits including payroll-related taxes, benefits, and other related payroll costs and the costs associated with travel approved by ISUF. Such costs will be billed quarterly and paid to the University.
  - b. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, ISUF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of one year following the completion of this Agreement.
  - c. The furnishing of Loaned Employee shall not be considered a professional service of

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the University. At no time during the performance of this Agreement shall the Loaned Employee receive or act under instructions from the University regarding the work performed on behalf of ISUF.

- d. University shall have no liability to ISUF for loss or damage growing out of or resulting from the activities of the Loaned Employee. ISUF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, and the Loaned Employee from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, including but not limited to injuries (including death) to persons and for damages to property (including damage to property of ISUF or others) arising out of or in connection with the activities of the Loaned Employee under this Agreement. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of the Loaned Employee.

4. General Terms

- a. Term, Termination. This Agreement will terminate on the same day as Loaned Employee's contract as an exempt employee of the University terminates, or in the case of classified employees, after applicable rules and procedures have been followed, or upon Employee's resignation or other separation from employment, whichever is earlier. By mutual written consent, in conjunction with any renewal of the Loaned Employee's contract as an exempt employee of the University, the parties may extend the term of this Agreement for a term equal to the term of the exempt Loaned Employee's renewed contract with the University, or in the case of a classified employee, continued into the next ensuing fiscal year, such that the term of this Agreement shall always be equal to the term of Loaned Employee's status as an exempt or classified employee of the University. The Loaned Employee remains subject to all applicable Board and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline for adequate cause, and where applicable, rules and procedures pertaining to classified employees.
- b. Governing Law. This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Bannock County.
- c. Notice. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To ISUF:

Idaho State University Foundation

Phone: (208) 282-3470

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President  
921 South 8th Ave. Stop 8050  
Pocatello, ID 83209-8050

Fax: (208) 282-4994

To the University:

Idaho State University  
Vice President for Advancement  
821 South 8<sup>th</sup> Ave, Stop 8024  
Pocatello, ID 83209-8024

Phone: (208) 282-3198  
Fax: (208) 282-4487

To the Loaned Employee:

EMPLOYEE NAME  
Last address on file with University's Human Resources

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

- d. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
  
- e. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

IDAHO STATE UNIVERSITY

IDAHO STATE UNIVERSITY  
FOUNDATION

\_\_\_\_\_  
James A. Fletcher, Vice President  
Finance and Administration

\_\_\_\_\_  
~~William M. Eames~~ Dr. H. Gene Hoge, President

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

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

\_\_\_\_\_  
Kent Tingey, Vice President  
University Advancement



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

LOANED EMPLOYEE concurrence and commitment:

\_\_\_\_\_

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

**EXHIBIT "B"**

**Service Agreement**

**EXHIBIT “B”**

**SERVICES AGREEMENT  
IDAHO STATE UNIVERSITY– IDAHO STATE UNIVERSITY FOUNDATION**

THIS SERVICES AGREEMENT is entered into by and between Idaho State University, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and IDAHO STATE UNIVERSITY FOUNDATION, a private nonprofit corporation (“ISUF”).

A. The University agrees to provide to the ISUF the following administrative, financial, accounting, and investment support services.

1. Administrative support for reconciliation between appropriate ISUF and ISU accounts such as scholarship and spendable accounts and appropriate revenue reports between ISUF and ISU, assist with transfer of gift funds to ISU, assist with monitoring gift fund use to ensure compliance with wishes of donor, ISUF policies and applicable laws.
2. Administrative support for ISUF gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to ISUF, assist with receipt of distributions from estates and trusts to ISUF.

B. All University employees who provide support services to the ISUF shall remain University employees under the direction and control of the University.

C. The University will supply the facilities, equipment, software and operating supplies necessary for the University employees supplying the above support services to the ISUF, the nature and location of which shall be in the University’s discretion. In addition, the University shall furnish office space and office equipment for use by the “loaned employees,” the nature and location of which shall be subject to agreement of the parties.

D. The ISUF will pay directly to the University a reasonable consideration for the services, facilities, equipment, software and operating supplies provided to the ISUF pursuant to the Service Agreement based upon agreed upon budgets for the services and operations described herein. In conjunction with the University’s annual budget process, the University will prepare and present to the ISUF for consideration and acceptance an operating budget for the services and operations to be provided under this Agreement upon which the consideration shall be based.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the University’s fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective 30 days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the [most recently signed](#) Operating Agreement between the

University and the ISUF ~~dated February 5, 2009~~. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement which accrued prior to the date of termination.

IDAHO STATE UNIVERSITY

IDAHO STATE UNIVERSITY FOUNDATION

\_\_\_\_\_  
James A. Fletcher, Vice President  
Finance and Administration

\_\_\_\_\_  
~~William M. Eames~~ Dr. H. Gene Hoge, President

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

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

**EXHIBIT "C"**

**Investment Policy**

**CONSENT AGENDA  
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**EXHIBIT “C”**

**Idaho State University Foundation**

**Policy V. D. Investments**

INVESTMENT POLICIES OF THE IDAHO STATE UNIVERSITY FOUNDATION

**Preamble**

It is the policy of the Board to treat all assets of the Idaho State University Foundation, including funds that are legally unrestricted, as if held by the Idaho State University Foundation in a fiduciary capacity for the sake of accomplishing its mission and purposes. The following investment objectives and directions are to be judged and understood in light of that overall sense of stewardship. In that regard, the basic investment standards shall be those of a prudent investor as articulated in applicable state laws.

**Investment Assets**

For purposes of these policies, investment assets are those assets of the Idaho State University Foundation that are available for investment in the public securities markets as stocks, bonds, cash, or cash equivalents, either directly or through intermediate structures. Illiquid assets are described in the Idaho State University Foundation’s gift acceptance policies, and are governed by those rules and not by these investment policies.

**Supervision and Delegation**

The Board of the Idaho State University Foundation has adopted these policies and has formed an Investment Committee, described below, to whom it has delegated authority to supervise the Idaho State University Foundation investments. The committee and its counselors will act in accord with this investment policy (hereinafter “policy”), and all applicable laws and state and federal regulations that apply to nonprofit agencies including, but not limited to, the Uniform Prudent Investors Act and the Uniform Management of Institutional Funds Act. The Board reserves to itself the exclusive right to amend or revise these policies.

**Investment Committee**

It shall be the responsibility of the Investment Committee to:

1. Supervise the overall implementation of the Idaho State University Foundation’s investment policies by the Idaho State University Foundation’s executive staff and outside advisors;
2. Monitor and evaluate the investment performance of the Idaho State University Foundation’s funds;
3. Report at each regularly scheduled meeting of the Board on Foundation investment matters including financial performance;
4. Develop and annually update an investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures and provide the same to the Board;
5. Execute such other duties as may be delegated by the Board.

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Whenever these policies assign specific tasks to the committee, the policies assume that the actual work will (or may) be performed by the Idaho State University Foundation's Finance Director or other designated staff members, subject only to the committee's overall supervision.

**Investment Consultant, Advisors, and Agents**

The committee is specifically authorized to retain one or more investment advisors (advisors) as well as any administrators, custodians, or other investment service providers required for the proper management of the Idaho State University Foundation's funds. The committee may utilize an advisor as an investment consultant (consultant) to advise and assist the committee in the discharge of its duties and responsibilities. In that regard, a consultant may help the committee to:

1. Develop and maintain investment policy, asset allocation strategies, risk-based fund objectives, and appropriate investment management structures;
2. Select, monitor, and evaluate investment advisors and/or investment entities;
3. Provide and/or review quarterly performance measurement reports and assist the committee in interpreting the results;
4. Review portfolios and recommend actions, as needed, to maintain proper asset allocations and investment strategies for the objectives of each fund; and,
5. Execute such other duties as may be mutually agreed.

In discharging this authority, the committee can act in the place and stead of the board and may receive reports from, pay compensation to, enter into agreements with, and delegate discretionary investment authority to such advisors. When delegating discretionary investment authority to one or more advisors, the committee will establish and follow appropriate procedures for selecting such advisors and for conveying to each the scope of their authority, the organization's expectations, and the requirement of full compliance with these policies.

**Objectives**

The Idaho State University Foundation's primary investment objective is to preserve and protect its assets by earning a total return for each category of assets (a "fund"), which is appropriate for each fund's time horizon, distribution requirements, and risk tolerance.

**Tax-Based Restrictions**

The Idaho State University Foundation is a charitable organization under § 501(c)(3) of the Internal Revenue Code. Consequently, its income is generally exempt from federal and state income tax with the exception of income that constitutes unrelated business taxable income (UBTI). The committee is to determine if a particular strategy or investment will generate UBTI, for which it may rely on advice of counsel. Since UBTI can be generated by leveraged investments (resulting in "debt-financed income"), the Idaho State University Foundation will not utilize margin, short selling, or other leveraged investment strategies unless the Investment Committee grants a specific exception. When granting exceptions, the committee must determine that the potential rewards outweigh the incremental risks and costs of UBTI. All such exceptions shall be made in writing and shall be communicated to the Board as part of the next regular Investment Committee report.

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**Reporting Requirements**

1. Monthly — The committee will obtain written monthly custodial statements. Such statements should contain all pertinent transaction details for each account that holds all or a portion of any the Idaho State University Foundation investment funds. Each monthly statement should include
  - The name and quantity of each security purchased or sold, with the price and transaction date; and,
  - A description of each security holding as of month-end, including its percentage of the total portfolio, purchase date, quantity, average cost basis, current market value, unrealized gain or loss, and indicated annual income (yield) at market.

In addition, if not included in the custodial reports, the consultant and/or the investment advisor(s) should provide a report for each fund or portfolio showing the month-end allocation of assets between equities, fixed-income securities, and cash. The monthly review of custodial statements may be delegated to the Idaho State University Foundation accounting staff.

2. Quarterly — The committee should obtain from its investment consultant and/or investment advisors, a detailed review of the Idaho State University Foundation's investment performance for the preceding quarter and for longer trailing periods as appropriate. Such reports should be provided as to each fund and as to the Idaho State University Foundation investment assets in the aggregate. As to each fund, the committee should establish with its investment consultant and/or investment advisors the specific criteria for monitoring each fund's performance including the index or blend of indices that are appropriate for the objectives of each fund and for the investment style or asset class of each portfolio within a fund. The committee shall meet with the consultant to conduct such reviews to the extent it deems necessary.
3. Periodically — The committee should meet with its investment consultant at least annually to review all aspects of the Idaho State University Foundation's investment assets. Such a review should include 1) strategic asset allocation, 2) manager and investment entity performance, 3) anticipated additions to or withdrawals from funds, 4) future investment strategies, and 5) any other matters of interest to the committee.

Date of Board Approval:

Person responsible for the periodic review of policy and if necessary submits proposed revisions to Board for approval: Investment Committee Chair

Date of Last Review



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**UNIVERSITY OF IDAHO**

**SUBJECT**

Board approval of University of Idaho operating agreement with University of Idaho Alumni Association, Inc.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement addresses the topics outlined in Policy V.E

University of Idaho worked with the Alumni Association to develop the attached operating agreement. This is the first time this operating agreement has been brought to the Board.

This agreement is modeled after the University of Idaho Foundation agreement but modified in the following fashion to address material fundamental differences between the UI Foundation and the Alumni Association as follows:

1. Under Article III. Section A, the University's Director of the Office of Alumni Relations (a University of Idaho position) will serve the function of Executive Director of the Association, but not (as is the case with the UI Foundation) be a loaned employee to the Association. This distinction lies in the nature of the University's total alumni relations program in which the Alumni Association plays a relatively small (but not insignificant) role.
  - a. From a budget standpoint, the Association comprises less than 20% of the non-salary expenditures devoted to the total alumni relations program. As will be discussed again below, the total operations expenditures of the Association range between \$50,000 and \$60,000 annually. There are no other funds running through the Association since all donations to the University, including those arising from activities of the Alumni Association, are made directly to the UI Foundation. Consequently, the amount of funds involved in the Association simply don't merit a dedicated loaned employee.

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- b. The position of Director of the Office of Alumni Relations (while important within the University) is not at a policy making level within the University administrative hierarchy and thus does not pose a significant policy conflict as would be the case, for example, with the Vice President of Advancement serving as the Executive Director of the UI Foundation.
  - c. The benefit for this dual position is that the University can provide support for the Association in a fashion that dovetails with the University's overall program for alumni relations in an economical fashion that the Association can afford. This adds a relatively small burden to the work of the Office of Alumni relations.
  - d. Protection from inappropriate involvement in transactions is found in Section III.A.1.b.i. which bars the Executive Director from executing contracts for both the University and the Association, or from directing any University employee under his or her immediate supervision from doing so.
2. Under Article IV Section D.3 Expenditures of the Association will run through the Office of Alumni Relations to provide the administrative mechanism for expenditures in conjunction with University controls over those expenditures. This will be accomplished through an annual operating budget established by the Association which will be funded by the Association to the University and held in a dedicated account restricted to application by the University to the amounts set out in the operating budget. This takes advantage of the University's systems and controls for expenditure of funds in a fashion that would not be affordable to the Association with its limited budget. Any other expenditures of Association funds, including the transfer of funds from the Association to the University to fund the Association's budget, will be accomplished by, and signed by, Association officers who are not employees of the University.
3. Under Article VI Section B, the annual financial statements of the Association will be submitted to the Association Board of Directors and then to the University as a compiled and reviewed financial statement, which is less than a full financial audit. This distinction is based on the following:
- a. The relatively small size of the Associations overall annual budget (\$50-60K as stated above);
  - b. As described in 2 above, and under the Service Agreement (Exhibit C), Association expenditures will run through the staff of the Office of Alumni Relations based on an annual budget established by the Association and the University and then separately funded by the Association. Expenditures by the University from the Association dedicated fund will be subject to the University's financial audit as well

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as the University's internal controls; and

- c. The added cost of a full audit under Generally Accepted Accounting Practices (GAAP), estimated to be an additional \$2,000 to \$3,000 is difficult to justify in light of the relatively small operating budget and the fact that nearly all budget expenditures will run through the University.

Other items of note:

Article III Section A.2 allows for loaned employees for the Association but as discussed in 1 above it is unlikely the need will arise. The template for the Services Agreement (Exhibit C) parallels the agreement between the University and the UI Foundation by in large. Some aspects of the Services Agreement have less utility for the Association than for the UI Foundation; for example:

- Section I.A – Office Space and Furnishings. The Association has no real need for permanent office space and needs only a small amount of record storage.
- Section IV. B – Confidentiality. This section references confidentiality of donor records. The Association is a 502(c)(3) entity and, as such, can accept donations, however the parties contemplate that all donations for the benefit of the University will go through the UI Foundation. Thus, although there may be some need for confidentiality of records of donors, this will not supersede the overarching role of the UI Foundation as the entity for University donations nor the confidentiality of records between the University and the UI Foundation with respect to donors.

General Information regarding the University of Idaho Foundation:

- The University of Idaho Alumni Association, Inc. (UIAA, Inc.) is a non-dues-paying group, founded in 1898, that supports University of Idaho alumni to connect them with their alma mater. This network of more than 100,000 alumni worldwide is made of University of Idaho graduates or students who have completed 90 credits or more.
- The UIAA, Inc. is a nonprofit corporation, in good standing, under the laws of the state of Idaho with charitable, social and educational goals.
- The Association qualifies under the Internal Revenue Code to receive tax deductible charitable contributions.
- The Association is governed by an elected Board of Directors which meets formally three times per year. Duties of elected directors include managing corporate affairs, business and assets of the association. Appointed members may serve on the board with no voting privileges.
- Copies of the Association's Statement of Shared Values and the Strategic Plan are attached.

**CONSENT AGENDA  
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**IMPACT**

Approval of the agreement will make the Alumni Association an affiliated foundation of University of Idaho in compliance with Board policy V.E.

**ATTACHMENTS**

Attachment 1	Alumni Association Operating Agreement	Page 5
Attachment 2	Statement of Shared Values	Page 67
Attachment 3	Strategic Plan	Page 69

**STAFF COMMENTS AND RECOMMENDATIONS**

The operating agreement is similar to Boise State University Alumni Association's operating agreement. One area of difference to note is that the BSU agreement does not allow signature authority to any university employees. The ISU agreement allows signature authority to a university employee loaned to the Association.

Through the Services Agreement, included in Attachment 1, Exhibit C, the Association is required to pay the University a budgeted amount for office space, technology support, operational services, and additional staff services.

Other exhibits contained in the operating agreement include:

Exhibit B	Loaned Employee Agreement
Exhibit D	Association's Articles of Incorporation
Exhibit E	Bylaws (including Conflict of Interest policy)

The Audit Committee recommended approval of the Operating Agreement at its June 8, 2015 meeting. Staff recommends approval.

**BOARD ACTION**

I move to approve the Operating Agreement between the University of Idaho Alumni Association, Inc. and University of Idaho as presented.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_ No

**CONSENT AGENDA**

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**OPERATING AGREEMENT  
BETWEEN  
THE UNIVERSITY OF IDAHO  
AND  
THE UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC.**

This agreement (“Agreement” or “Operating Agreement”) is entered into effective the \_\_\_ day of \_\_\_\_\_ 2015 (“Effective Date”) by and between the University of Idaho (“University”) and the University of Idaho Alumni Association, Inc. (“Association”). The University and the Association are sometimes collectively referred to herein separately as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Association and the University have a substantial range of common interests relating to providing appropriate service to and maintaining the goodwill of alumni and friends of the University, which common interests can most effectively and efficiently be accomplished by jointly funded activity;

**WHEREAS**, the Association independently conducts certain activities in furtherance of its purpose to promote the welfare of the alumni and the University by conducting programs and other activities that strengthen ties with students, former students, friends and graduates of the University;

**WHEREAS**, it is in the interest of both Parties to set forth in writing a basic framework to acknowledge the independence of the Parties while defining their appropriate relationship;

**WHEREAS**, the Association has been established and organized for charitable purposes and specifically to assist and aid the University in fulfilling and performing its educational, training, and research programs;

**WHEREAS**, the Association has need of certain services and facilities, which the University is able to provide;

**WHEREAS**, the Parties believe that an arrangement under which such services are provided would facilitate the Association’s carrying out of its purposes and would be in the best interest of both Parties;

**WHEREAS**, the Parties have negotiated the terms and conditions for such an arrangement and are desirous of reducing the same to writing;

**WHEREAS**, the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively the “State Board”) have promulgated Policies and Procedures governing gifts and affiliated foundations (“State Board’s Policies and Procedures”) which are attached hereto as Exhibit A;

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**WHEREAS**, Section V.E.2.c. of the State Board’s Policies and Procedures requires the University to enter into a written operating agreement with the Association that sets forth their operating relationship; and

**WHEREAS**, the Association and the University intend for this Agreement to be the written operating agreement required by Section V.E.2.c. of the State Board’s Policies and Procedures.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings herein, the University and the Association hereby agree as follows:

**ARTICLE I**

**ASSOCIATION’S PURPOSES**

The University recognizes the Association as the primary affiliated Alumni Association for the University. The primary mission and purpose of the Association is to develop and strengthen lifelong relationships, loyalty and support for the University and its mission from the University’s alumni and friends.

In carrying out its purposes the Association shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable policies of the State Board; or (3) the role and mission of the University.

**ARTICLE II**

**THE ASSOCIATION’S ORGANIZATIONAL DOCUMENTS**

The Association shall provide copies of its current Articles of Incorporation and Bylaws to the University. All amendments of such documents shall also be provided to the University. Furthermore, the Association shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Association’s Articles of Incorporation and Bylaws.

**ARTICLE III**

**UNIVERSITY RESOURCES AND SERVICES**

**A. *University Employees.***

1. *Executive Director:* The University’s Director of the Office of Alumni Relations shall serve as the Executive Director of the Association. The Director of the Office of Alumni Relations is not a key administrative or policy-making employee of the University and is not a vice president or equivalent position at the University.

a. The function of the Executive Director shall be to:

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i. Serve as the University's liaison to the Association and as an ex officio (non-voting) member of the Association Board of Directors;

ii. Be responsible for communicating with the Association regarding the University's activities and programs relevant to the Association's mission and for coordinating any administrative support provided by the University to the Association;

iii. Assist the Association in planning and executing its meetings and activities; and

iv. Provide oversight and assistance to University personnel who provide administrative support to the Association as set out in Article III.B. below.

b. The Executive Director is an employee of the University who is compensated by the University. The University has the sole discretion to direct the Executive Director when acting in his or her University capacity. While it is anticipated that the goals of the University and the Alumni Association will usually coincide with respect to the services to be performed by the Executive Director, there may be times when those goals may diverge. The Executive Director shall notify the Alumni Association in the event a conflict of interest arises.

i. Under no circumstance shall the University's Director of the Office of Alumni Relations represent both the University and the Alumni Association in any negotiation, sign for both the University and the Alumni Association in a particular transaction, or direct any other University employee under his or her immediate supervision to sign for the related Party in a transaction between the University and the Alumni Association.

2. *Loaned Employees.* The University and the Association may elect to enter into agreements for the loaning of employees to the Association by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached hereto as Exhibit B ("Loaned Employee Agreement"). The loaned employees shall report to either the Association Board or the Executive Director of the Association, in either case as determined by the Association Board and as specified in the loaned employee agreements.

3. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee other than an employee loaned to the Association shall be permitted to have responsibility or authority for the Association policy making, financial oversight, spending authority, investment decisions, or the supervision of Association employees.

B. *Support Staff Services.* The University may provide administrative support in financial, accounting, and development services to the Association, pursuant to terms substantially similar to those set forth in the Service Agreement attached hereto as Exhibit C ("Service Agreement"). Except as specifically provided otherwise herein, all University employees who



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provide support services to the Association shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Association in a Loaned Employee Agreement. The Association will pay directly to the University the portion of the overhead costs associated with the services provided to the Association pursuant to the Service Agreement or as otherwise determined by the agreement of the Parties.

C. *University Facilities and Equipment.* The University may provide the use of the University's office space and equipment and associated services to the Association upon the terms agreed to by the University and the Association. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Service Agreement (see Exhibit C).

D. *University Trademarks.* The University may grant the Association the right to use University trademarks and indicia. The terms of use (including amount of any royalty, or royalty free use) shall be as set forth in the Service Agreement (see Exhibit C).

E. *No Association Payments to University Employees.* Notwithstanding any contrary provision of this Agreement, the Association shall not make any payments directly to a University employee in connection with any resources or services provided to the Association pursuant to this Article.

## ARTICLE IV

### MANAGEMENT AND OPERATION OF THE ASSOCIATION

A. *Gift Solicitation.*

1. *Foundation is Primary Donee.* The parties acknowledge that the University of Idaho Foundation ("Foundation") is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the Association.

2. *Form of Solicitation.* Any and all Association gift solicitations shall make clear to prospective donors that (1) the Association is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Association, including the investment of gifts and endowments, resides in the Association's Board of Directors.

B. *Acceptance of Gifts.*

1. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or gifts that may require administration or direct expenditure by the University, the Association shall obtain the prior written approval of the University. Similarly, the Association shall also obtain the University's prior written approval of the acceptance of any gift or grant that

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would impose a binding financial or contractual obligation on the University. Prior to any approval by the University, the University shall obtain approval of the State Board where State Board policy requires such approval.

2. *Acceptance of Gifts of Real Property.* The Association shall conduct due diligence on all gifts of real property that it receives. All gifts of real property that are intended solely by the donor to be developed for the University's use or to otherwise house facilities of any kind for the University's use shall be approved by the State Board before such gifts are accepted by either the University or the Association. The University shall be responsible for obtaining this approval by the State Board. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Association shall be responsible for the due diligence obligations for such property.

C. *Fund Transfers.* The Association agrees to transfer funds to the University or the Foundation on a regular basis as agreed to by the Parties. The Association's Treasurer or other individual to whom such authority has been delegated by the Association's Board of Directors shall be responsible for transferring funds as authorized by the Association's Board of Directors. All transfers and expenditures noted in this Section must comply with Section 501(c)(3) of the Internal Revenue Code and be consistent with the Association's mission to support the University.

1. *Unrestricted Gift Transfers.* The Association may make unrestricted donations to the University, consistent with the Association's mission. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. If the Association elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Association's Board of Directors may determine in such Board's sole discretion.

D. *Association Expenditures and Financial Transactions.*

1. *Signature Authority.* The Association designates the officers (President, Vice President, and Secretary-Treasurer) of the Association as the individuals with signature authority for the Association in all financial transactions where at least two of the three officers sign. The Association's Treasurer may also delegate signature authority on a temporary basis consistent with the Association's Bylaws to another Association employee, an employee loaned to the Association, or an Association Board member who is not a University employee. In no event may the person with Association signature authority for financial transactions be a University employee, unless such individual is an employee who is loaned to the Association.

2. *Expenditures.* All expenditures of the Association shall be (1) consistent with the purposes of the Association, and (2) not violate restrictions imposed by any applicable grant or sponsored program agreement as to the use or purpose of the specific funds.

3. *Association Operating Budget and Operating Expenditures.* The Association will establish an annual operating budget for each fiscal year encompassing the anticipated revenues of the Association and the budgeted costs for Association meetings, events

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and other activities. Annually, or more often as may be agreed to by the Parties, the Association will transfer sufficient funds to the University to cover the budgeted costs for Association meetings, events and other activities. Such funds shall be held by the University and restricted to application by the University to the costs of Association meetings, events and other activities within the amounts set out in the operating budget. Such funds shall be expended by University personnel supporting the operations of the Association as more specifically set out in the Services Agreement (see Exhibit C).

E. *Transfer of University Assets to the Association.* No University funds, assets, or liabilities may be transferred directly or indirectly to the Association without the prior approval of the State Board except when:

1. A donor inadvertently directs a contribution to the University that is intended for the Association; or

2. The University has gift funds that were transferred from and originated in the Association, and the University wishes to return a portion of funds to the Association for reinvestment consistent with the original intent of the gift.

F. *Separation of Funds.* All Association assets (including bank and investment accounts) shall be held in separate accounts in the name of the Association using the Association's Federal Employer Identification Number. The financial records of the Association shall be kept using a separate chart of accounts and shall be kept in a secured database that is protected by separate password-only access. For convenience, however, some Association expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Association and shall be reimbursed by the Association on a regular basis.

G. *Insurance.* The Association shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Association shall also maintain general liability coverage.

H. *Organizational Structure of the Association.* The organizational structure of the Association is set forth in the Association's Articles of Incorporation, which are attached hereto as Exhibit D, and the Association's Bylaws, which are attached hereto as Exhibit E. The Association agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit D and Exhibit E, respectively.

I. *Conflicts of Interest.* The Association, in Article XIV of its Bylaws, has adopted a written policy addressing the manner the Association will address conflict of interest situations (see Exhibit E).

**ARTICLE V**

**ASSOCIATION RELATIONSHIPS WITH THE UNIVERSITY**

A. *Access to Records.* The University shall have reasonable access to the financial records of the Association upon permission granted by the Association from time to time, which shall not be unreasonably withheld. All access by the University to such records shall be made in accordance with applicable laws, the Association policies, and guidelines. In addition, upon request of the Association, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of the Association shall be protected from disclosure to the fullest extent allowed by law. Except as specifically authorized under this agreement or any applicable proprietary and confidentiality agreement between the University and the Association, the University’s access shall not include donor specific data of the Association.

B. *Records Management.*

1. The University acknowledges that in most cases the University is the primary recipient and depository of confidential donor information. The Parties recognize, however, that records of the Association relating to actual or potential donors contain confidential information. Such records shall be kept by the Association in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University’s President and any designee of the University's President. The donor database and all other data, materials and information of the Association and the University pertaining to past, current or prospective donors, are proprietary to the Association and the University respectively and constitute confidential information and trade secrets. The Association and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of computer servers and software relevant to the database, in each case to the extent that these systems are in their respective control.

2. The Association shall be responsible for maintaining all permanent records of the Association including but not limited to the Association's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Association records as required by applicable laws.

3. The Association’s Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business and while protecting personal and private information related to private individuals. The parties understand that the Association is not a public agency or a governing body as defined in the Idaho Code and the Idaho Open Meeting Law and Access to Public Records Statutes. Nothing in this Operating Agreement shall be construed as a waiver of the Association’s right to assert exemption from these statutes.

C. *Name and Marks.* Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: “The University of Idaho” and “The University of Idaho Alumni Association, Inc.” in all activities conducted in association with

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or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. The University may grant the Association the right to use other University trademarks and indicia. The terms of use (including amount of any royalty, or royalty free use) shall be as set forth in the Service Agreement (see Exhibit C).

D. *Identification of Source.* The Association shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Association.

E. *Establishing the Association's Annual Budget.* The Association shall provide the University with the Association's annual operating budget and capital expenditure plan (if any) within five days of the date the Association's Board of Directors meeting at which the Association's Board of Directors vote to accept such operating budget.

F. *Attendance of the University's President at the Association's Board of Director Meetings.* The Association shall invite the University's President to attend meetings of the Association's Board of Directors in an advisory role.

G. *Supplemental Compensation of University Employees.* No University employee shall receive direct payments, compensation, or other benefits from the Association, provided that the Association may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education. Any such payment must have prior State Board approval and shall be paid by the Association to the University and the University shall then pay or reimburse the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Association.

## ARTICLE VI

### AUDITS AND REPORTING REQUIREMENTS

A. *Fiscal Year.* The Association and the University shall have the same fiscal year.

B. *Annual Financial Report.* The Association shall have an annual financial report which will be reviewed by a certified public accountant who is not a director or officer of the Association. The review shall comply with AICPA standards for financial statement compilation and review, shall be conducted at the same or similar time as the University audit, and shall be reported to the Association's Board of Directors and to the University. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

C. *Separate Audit Rights.* The University agrees that the Association, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's financial books and accounting records pertinent to the expenditure of

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funds received from the Association. The Association agrees that the University, at its own expense, may, at reasonable times, inspect and audit the Association's financial books and accounting records in accordance with Article V, Section A, above.

D. *Annual Reports to University President.* Upon request, the Association shall provide a written report to the University President setting forth the following items:

1. the annual financial audit report;
2. an annual report of Association transfers made to the University, summarized by department, if applicable;
3. an annual report of unrestricted funds received, and of unrestricted funds available for use during that fiscal year;
4. a list of all of the Association's officers, directors, and employees;
5. a list of University employees for whom the Association made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of each payment;
6. a list of all state and federal contracts and grants managed by the Association, if any;
7. an annual report of the Association's major activities;
8. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the University; and
9. an annual report of any actual litigation involving the Association during its fiscal year, identification of legal counsel used by the Association for any purpose during such year, and identification of any potential or threatened litigation involving the Association limited to the extent necessary to protect attorney-client privilege and litigation strategy.

## ARTICLE VII

### CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

A. *Conflicts of Interest Policy Statement.* The Association has adopted a written policy addressing the manner the Association will address conflict of interest situations. The Association's Conflict of Interest Policy is contained in Article XIV of the Bylaws, which are attached hereto as Exhibit E.

B. *Dual Representation.* Under no circumstances may a University employee represent both the University and the Association in any negotiation, sign for both Parties in

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transactions, or direct any other University employee under their immediate supervision to sign for the related Party in a transaction between the University and the Association. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to the Association for the Association's independent review, approval and use.

C. *Contractual Obligation of University.* The Association shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to the State Board's approval of University contracts.

D. *Acquisition or Development or Real Estate.* The Association shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless and until the University first obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Association, the University shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Association. Any notification by the University to the State Board required pursuant to this Section may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

### ARTICLE VIII

#### GENERAL TERMS

A. *Effective Date.* This Agreement shall be effective on the Effective Date set forth above.

B. *Right to Terminate.* This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon ninety (90) days prior written notice to the other Party, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within thirty (30) days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing ninety (90) days written notice or in the event of a default by the Association that is not cured within the time frame set forth above, the Association may require the University to pay, within one-hundred eighty (180) days of written notice, all debt incurred by the Association on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Association choose to terminate this Operating Agreement by providing ninety (90) days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Association to pay any debt it holds on behalf of the Association in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new operating agreement within six (6) months. In the event negotiations fail, the Parties will initiate the Dispute

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Resolution mechanism described below (through reference to the Association's President and the State Board) to further attempt to negotiate a new operating agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of the Association.

C. *Dispute Resolution.* The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Association's President and the University's President. If the Association's President and University's President cannot resolve the dispute, then the dispute will be referred to the Association's President and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and the Association shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

D. *Dissolution of the Association.* Upon dissolution of the Association, it shall transfer the balance of all property and assets of the Association in a manner consistent with Article X, Section 3, of its Bylaws, which state that, "In the event of the dissolution of this Corporation, or in the event it should cease to carry out its purposes, no member, director, officer or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the Corporation from any sources, after the payment of all debts and obligations of the Corporation shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University. Any such assets not so disposed of shall be distributed for one or more exempt purposes within meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for public purpose."

E. *Board Approval of Operating Agreement.* Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.

F. *Modification.* Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

G. *Providing Document to and Obtaining Approval from the University.* Unless otherwise indicated herein, whenever documents are to be provided to the University or whenever the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.



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H. *Providing Documents to and Obtaining Approval from the Association.* Unless otherwise indicated herein, whenever documents are to be provided to the Association or whenever the Association's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Association's Board of Directors or an individual to whom such authority has been properly delegated by the Association's Board of Directors.

I. *Notices.* Any notices required under this Agreement may be mailed or delivered as follows:

To the University:

President of the University of Idaho  
University of Idaho  
P.O. Box 443151  
Administration Building Room 105  
Moscow, Idaho 83844-3151

To the Association:

President  
UI Alumni Association, Inc.  
c/o Office of Alumni Relations  
Mailing Address:  
875 Perimeter Drive MS 3232  
Moscow ID 83844-3232

J. *No Joint Venture.* At all times and for all purposes of this Operating Agreement, the University and the Association shall act in an independent capacity and not as an agent or representative of the other Party.

K. *Liability.* The University and the Association are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

L. *Indemnification.* The University and the Association each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code Sections 6-901 et seq.

M. *Assignment.* This Agreement is not assignable by either Party, in whole or in part.

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N. *Governing Law.* This Agreement shall be governed by the laws of the State of Idaho.

O. *Articles, Sections, Subsections and Subparagraphs.* This Agreement consists of text divided into Articles that are identified by roman numeral (for example Article I), Sections that are identified by an uppercase letter followed by a period (for example A.), subsections that are identified by a number followed by a period (for example 1.) and subparagraphs that are identified by a lower case letter followed by a period (for example a.). The organization is hierarchical meaning that a reference to a division of the document includes all of its subparts (for example a reference to a Section includes the Section and all of its subsections and subparagraphs).

P. *Severability.* If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Q. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

[The remainder of this page was intentionally left blank]

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IN WITNESS WHEREOF, the University and the Association have executed this agreement on the above specified date.

**University of Idaho**

By: \_\_\_\_\_  
Its: President

**University of Idaho Alumni Association, Inc.**

By: \_\_\_\_\_  
Its: President

**CONSENT AGENDA  
JUNE 18, 2015**

**EXHIBIT A**

**State Board of Education and Board of Regents of the University of Idaho  
Policies and Procedures Governing Gifts and Affiliated Foundations**

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: E. Gifts and Affiliated Foundations**

**October 2014**

**1. Purpose of the Policy**

a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in every way possible with the work and mission of recognized affiliated foundations.

b. The Board recognizes that foundations:

- i. Provide an opportunity for private individuals and organizations to contribute to the institutions and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions and agencies;
- ii. Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;
- iii. Provide an instrument through which alumni and community leaders can help strengthen the institutions and agencies through participation in the solicitation, management, and distribution of private gifts; and
- iv. Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.

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- c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions and agencies under the Board's governance, adopts this policy with the following objectives:
  - i. To preserve and encourage the operation of recognized foundations associated with the institutions and agencies under the Board's governance; and
  - ii. To ensure that the institutions and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.

2. Institutional Foundations

The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board. For application of this policy to affiliated research foundations and technology transfer organizations, including the Idaho Research Foundation, see paragraph 6 below.

a. Board Recognition of Affiliated Foundations

- . The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.

b. General Provisions Applicable to all Affiliated Foundations recognized by the Board

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- i. All private support of an institution not provided directly to such institution shall be through a recognized affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to affiliated foundations.
- ii. Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.
- iii. The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.
- iv. It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.
- v. Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be transferred from an institution to a foundation without prior Board approval when:
  - 1) A donor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended recipient of funds made payable to the Board or to an institution, then such funds may be deposited with or transferred to the affiliated foundation, provided that accompanying documents demonstrate that the foundation is the intended recipient. Otherwise, the funds shall be deposited in an institutional account, and Board approval will be required prior to transfer to an affiliated foundation; or
  - 2) The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.
- vi. Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding

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direct or indirect conflicts of interest between the institution and the affiliated foundation and those with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.

- vii. Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.
- viii. Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.
- ix. Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.
- x. The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.
- xi. A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.
- xii. Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions and regulations and all other applicable policies and guidelines.



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- xiii. Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.
- xiv. Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.
- xv. Foundations shall make clear to prospective donors that:
  - 1) The foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the institution; and
  - 2) Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in the foundation's governing board.
- xvi. Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be through the institution's chief executive officer in executive session pursuant to Idaho Code 67-2345 (1) (c).

c. Foundation Operating Agreements

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

i. Institution Resources and Services.

- 1) Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is

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determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.

- 2) Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:
    - a) Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation shall comply with the institution's financial and administrative policies and procedures manuals);
    - b) Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;
    - c) Investment, management, insurance, benefits administration, and similar services; and
    - d) Development services, encompassing research, information systems, donor records, communications, and special events.
  - 3) Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so, the details of such arrangements.
  - 4) Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.
- ii. Management and Operation of Foundations.

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- 1) Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.
- 2) Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).
- 3) The liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.
- 4) Description of the investment policies to be utilized by the foundation, which shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.
- 5) Procedures that will be utilized to ensure that institution and foundation funds are kept separate.
- 6) Detailed description of the organization structure of the foundation, which addresses conflict of interest in management of funds and any foundation data.

iii. Foundation Relationships with the Institutions

- 1) The institution's ability to access foundation books and records.
- 2) The process by which the institution chief executive officer, or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
- 3) Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with

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normal practice. Employees shall not receive any payments or other benefits directly from the foundations.

iv. Audits and Reporting Requirements.

- 1) The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.
- 2) The procedure foundations will use for reporting to the institution chief executive officer the following items:
  - a) Regular financial audit report;
  - b) Annual report of transfers made to the institution, summarized by department;
  - c) Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
  - d) A list of foundation officers, directors, and employees;
  - e) A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
  - f) A list of all state and federal contracts and grants managed by the foundation; and
  - g) An annual report of the foundation's major activities;
  - h )An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the institution; and
  - i) An annual report of any actual litigation involving the foundation during its fiscal year, as well as legal counsel used by the foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the foundation.

v. Conflict of Interest and Code of Ethics and Conduct.

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A description of the foundation's conflict of interest policy approved by the foundation's governing board and applicable to all foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct. Such policy must assure that transactions involving the foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the foundation's governing board. In addition, such policy must provide that directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest. Finally, such policy must assure that no director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

**3. Foundations for Other Agencies**

Other agencies under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' operating purposes. These agencies are subject to the same policies as the institutional foundations. However, agency foundations with annual revenues less than \$100,000 are not required to obtain an independent audit. These agencies must instead submit an annual report to the Board of gifts received and the disposition of such gifts.

**4. Idaho Educational Public Broadcasting System Foundations and Friends Groups**

Foundations and Friends groups that exist for the benefit of the Idaho Educational Public Broadcasting System (IEPBS) are required by Federal Communications Commission (FCC) regulations to have specific spending authority designated by the Board. Audits of the IEPBS Foundation and Friends groups will be conducted by the State Legislative Auditor.

- a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel

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10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

- d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

5. Acceptance of Direct Gifts

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of the state of Idaho that are made directly to the Board or to an institution or agency under its governance. Gifts worth more than \$250,000 must be reported to and approved by the executive director of the Board before such gift may be expended or otherwise used by the institution or agency. Gifts worth more than \$500,000 must be approved by the Board. The chief executive officer of any institution or agency is authorized to receive, on behalf of the Board, gifts that do not require prior approval by the executive director or the Board and that are of a routine nature. This provision does not apply to transfers of gifts to an institution or agency from an affiliated foundation (such transfers shall be in accordance with the written operating agreement between the institution or agency and an affiliated foundation, as described more fully herein).

6. Affiliated Research Foundations and Technology Transfer Organization for Institutions of Higher Education

The Board wishes to encourage research and technology transfer and the corresponding economic development potential for the state of Idaho. The Board acknowledges that independent, affiliated foundations operating to support an institution's research and technology transfer efforts can be useful tools to provide institutions with avenues for engagement with the private sector as well as with public and private entities interested in funding research, funding technology transfer and promoting spin-off enterprises arising from institutional intellectual property and technology. Such affiliated foundations should operate substantially within the framework for philanthropic affiliated foundations set out in paragraph 1 and 2 of this policy, with such variances as are reasonable based on the nature of the anticipated function of the specific foundation.

- a. The public college and universities may affiliate with non-profit entities which generally meet the criteria set forth in paragraph 2.b. of this policy and which operate for the purpose of supporting the research and technology transfer efforts of one or more of the institutions.

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- b. Research and Technology Transfer Foundation Operating Agreements. The requirement of a foundation operating agreement under paragraph 2.c. of this policy shall also apply to foundations supporting research and technology transfer. Institutions proposing to affiliate with a particular foundation may propose reasonable variances from specific requirements under paragraph 2.c. based upon the anticipated function of the foundation, provided that any such variances are specifically identified by the institution in materials presented to the Board when requesting approval of the foundation.

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**EXHIBIT B**

**Loaned Employee Agreement**



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**AGREEMENT FOR LOANED EMPLOYEE  
BETWEEN  
THE UNIVERSITY OF IDAHO  
AND  
THE UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC.**

THIS AGREEMENT is entered into by and between the UNIVERSITY OF IDAHO, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and THE UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC. a nonprofit corporation (“Association”) and is effective the [DATE].

**BACKGROUND**

A. Association has asked University to make certain staff members available to fulfill various staffing requirements for Association’s day-to-day operations.

B. University has agreed to loan its employee, [NAME] (“Loaned Employee”), to Association to act in the capacity of [ROLE/POSITION] for Association pursuant to the terms of this Agreement.

**AGREEMENT**

The parties agree as follows:

**1. Relationship between Loaned Employee and University.**

a. Status. At all times under this Agreement, Loaned Employee shall be a [STATUS] employee of the University subject to all applicable policies and procedures of the Regents and the University. Association shall have control over all aspects of Loaned Employee’s day to day work, and Loaned Employee shall devote 100% of his or her working time to performing services for Association. Only University may terminate the employment of Loaned Employee. Notwithstanding the foregoing, Association may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with Association policies and procedures and applicable law. The parties acknowledge that University and Loaned Employee have agreed and acknowledged that Loaned Employee’s contract with the University is contingent upon continuation of this Agreement and in the event this Agreement is terminated Loaned Employee’s contract with the University will also terminate. Loaned Employee will be considered a loaned employee under the worker’s compensation law of the state of Idaho.

b. Compensation. University shall pay Loaned Employee a fiscal year salary rate of [SALARY AMOUNT], payable on the regular bi-weekly paydays of the University, and subject to adjustment in accordance with the University’s regular policies and procedures. Loaned Employee

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will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. Association shall pay University for this cost as provided in Section 3 below.

c. Travel Expenses. University shall reimburse directly to Loaned Employee costs incurred for Association travel that is approved in advance by the Association or the University. Association shall pay University for this cost as provided in Section 3 below.

d. No Prohibition on Leasing Employee to Association. University represents and warrants to Association that there is no agreement with Loaned Employee nor any University policy or procedure (including, without limitation, any agreement, policy, or rule of the Idaho State Board of Education, the Regents or the University) that prohibits the University from leasing Loaned Employee to Association pursuant to the terms of this Agreement. University further represents and warrants that Loaned Employee is eligible for benefits as a full-time leased employee under the term of all applicable University benefit plans. University shall indemnify, defend, and hold Association harmless from any breach of the foregoing representations.

**2. Relationship between Association and Loaned Employee.**

a. Supervision. Loaned Employee will work full time under the supervision and direction of the Association Board of Directors. Loaned Employee will report directly to Association Executive Director or her/his designee, who shall determine her/his duties to perform work for Association.

b. Performance Evaluations. Association will evaluate the performance of Loaned Employee on an annual basis at a time consistent with the annual reviews of exempt employees at the University. Association will provide University with a copy of any written documentation regarding the evaluation within fourteen (14) days after the evaluation is complete.

**3. Relationship between Association and University.**

a. Lease of Loaned Employee. During the term of this Agreement, so long as Loaned Employee is employed by University, University shall make available to Association the full time services of Loaned Employee, subject to University's continued employment of Loaned Employee. The furnishing of Loaned Employee shall not be considered a professional service of the University to Association, nor shall University be considered a contractor of Association.

b. University to Provide Salary and Benefits. As indicated above, University shall provide Loaned Employee with a fiscal year salary rate of **[SALARY AMOUNT]** and other University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. University shall be responsible for all facets of payroll and benefits administration with respect to Loaned Employee, including, without limitation, withholding and payment of payroll taxes, unemployment compensation, worker's compensation coverage, social security, and providing any fringe and welfare benefit programs for Loaned Employee. University shall indemnify, defend, and hold Association harmless for the payment of all items set forth in this

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Section 3(b) and any claims or losses resulting from the administration of any employee benefits pursuant to any applicable law, including without limitation the Fair Labor Standards Act, the Employee Retirement Income Security Act, and the Internal Revenue Code.

c. Reimbursement of Salary and Benefits by Association. Association will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits and any reimbursable costs such as travel expenses. Such costs will be billed annually and paid to the University in one annual installment. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, Association shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of five (5) years following the termination of this Agreement.

d. Review of Loaned Employee's Status/Discipline/Termination for Cause. Loaned Employee shall at all times remain an employee of University. Accordingly, University shall have the power to evaluate, discipline, and terminate Loaned Employee in its discretion and in accordance with any of its policies, procedures, or agreements between University and Employee. As provided above, Association will conduct an annual review of Loaned Employee. Association will provide a copy of any documents related to its evaluation to the University no later than fourteen (14) days after the evaluation is completed. Based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance, Association may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with Association policies and procedures and applicable law. If Association makes such a determination, Association shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason Association is discontinuing the services of Loaned Employee.

e. Indemnification by Association for Acts of Loaned Employee. University shall have no liability to Association for loss or damage directly resulting from the fault, negligence, misconduct, or other acts of the Loaned Employee while Loaned Employee is performing activities on behalf of or at the direction of Association. Association therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, for injuries (including death) to persons and for damages to property (including damage to property of Association or others) arising out of or in connection with the activities of the Loaned Employee performed on behalf of or at the direction of Association. Notwithstanding the foregoing, both parties may maintain any liability insurance coverage as it shall deem appropriate with respect to liabilities arising out of the acts or omissions of Loaned Employee.

f. Compliance With Employment Discrimination Laws.

1) Association agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal

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Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee as if Loaned Employee were an employee of Association. Association shall notify University within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. Association shall indemnify, defend, and hold University harmless from any claims or losses resulting from Association's failure to comply with any applicable employment discrimination laws.

2) University agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee. University shall notify Association within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. University shall indemnify, defend, and hold Association harmless from any claims or losses resulting from University's failure to comply with any applicable employment discrimination laws.

**4. General Terms**

**a. Term, Termination.** The term that University shall lease Loaned Employee to Association shall extend to **[DATE]**, which is the term of employment specified in Loaned Employee's contract as an exempt employee of the University, unless it is terminated earlier upon the occurrence of any of the following:

1) Notice to University Due to Loaned Employee Performance Problems. Pursuant to Section 3(d) above, Association may discipline Loaned Employee by taking action up to and including termination of this Agreement for cause based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance. If Association makes such a determination, Association shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason Association is discontinuing the services of Loaned Employee.

2) Termination in the Event of Default. Either party may terminate the lease of Loaned Employee by University to Association upon the material default of the other's performance provided that the non-defaulting party first provides the other with at least ten (10) days' notice of the default and an opportunity to cure such default within the notice period.

3) Discontinued Employment of Loaned Employee by University. The lease of Loaned Employee to Association shall automatically terminate if Loaned Employee is no longer an employee of University for any reason.

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The parties may extend the term of this Agreement at any time upon mutual agreement for a new term that is equal to the term of the Loaned Employee's renewed contract with the University. The Association is under no obligation to extend the term of this Agreement for a new term, however, (in order to be consistent with University policies which call for at least 60 days' notice if the University will not renew the Loaned Employee's employment agreement) in the event the Association determines that it will not agree to an extension of the term of this Agreement the Association will give University notice of its intention not to extend the term of this Agreement at least 60 days prior to the expiration of the term of this Agreement. Failure to give the notice required hereunder shall NOT effect a renewal of the term of this Agreement, rather it will only extend the term of this Agreement long enough for 60 days' notice to be given.

**b. No Third Party Beneficiaries.** The parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee, who remains subject to all applicable Regents and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline.

**c. Governing Law.** This Agreement will be governed by the laws of the state of Idaho as an agreement to be performed within the state of Idaho. The venue for any legal action under this Agreement shall be in Latah County.

**d. Notice.** Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

**To Association:**

President  
UI Alumni Association, Inc.  
c/o Office of Alumni Relations  
Mailing Address:  
875 Perimeter Drive MS 3232  
Moscow ID 83844-3232

**To the University:**

University of Idaho  
Office of the President  
P.O. Box 443151  
Moscow, ID 83844-3151

Phone: (208) 885-6365

Fax: (208) 885-6558

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

**e. Waiver.** Waiver by either party of any breach of any term, covenant or condition

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herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

**f.**     Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

**g.**     Assignment. Neither party shall assign this Agreement without the prior written consent of the other.

**h.**     Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by both of the parties.

**i.**     Acknowledgment by Employee. This Agreement shall not be effective until it is executed by University and Association and acknowledged by Loaned Employee pursuant to the signature blocks below.

Signature page follows.

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The parties have executed this Agreement effective as of the date set forth above.

UNIVERSITY OF IDAHO

UNIVERSITY OF IDAHO ALUMNI  
ASSOCIATION, INC.

\_\_\_\_\_  
[NAME], President

\_\_\_\_\_  
[NAME], [TITLE]

**Acknowledgment by Loaned Employee:**

Loaned Employee, by his or her signature below, acknowledges the terms of this Agreement between University and Association and agrees that he or she is an employee of the University that is loaned to Association pursuant to the terms of this Agreement. Loaned Employee further acknowledges that he or she is a 'loaned employee' pursuant to all state workman's compensation laws. Accordingly, Loaned Employee acknowledges and agrees that in the event of any work-related injury that is covered by workman's compensation insurance held for the benefit of Loaned Employee by University, Loaned Employee will be precluded from recovering damages from Association for such injury in accordance with applicable state workman's compensation laws.

\_\_\_\_\_  
Name: [NAME]

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**EXHIBIT C**

**Service Agreement**



**CONSENT AGENDA  
JUNE 18, 2015**

**SERVICE AGREEMENT  
BETWEEN  
THE UNIVERSITY OF IDAHO  
AND  
THE UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC.**

This Service Agreement (“Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between the University of Idaho (“University”) and the University of Idaho Alumni Association, Inc., an Idaho nonprofit corporation (“Association”).

**RECITALS**

- A. The University and the Association are parties to that certain Operating Agreement dated [DATE] (the “Operating Agreement.”)
- B. The Operating Agreement states that the University will provide certain services to the Association pursuant to the terms of this Agreement.

**AGREEMENT**

In consideration of the mutual commitments contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. UNIVERSITY OBLIGATIONS TO PROVIDE SERVICES/FACILITIES TO ASSOCIATION**

A. Office Space and Furnishings. The University grants to the Association continued permission to use current office space located in Moscow, Idaho at [LOCATION] and in the [CITY], [STATE] at [LOCATION], and the office furnishings, equipment, computers and telephone systems at such locations, as well as such additional space, furnishings and equipment as may be determined by the parties from time to time to be relevant and necessary to the business and purpose of the Association. The University agrees to provide utilities, custodial services, building and grounds maintenance and repairs, and property insurance on said office space in the same fashion as provided for similar University facilities and equipment.

B. Technology Support. The University will provide the Association with access to the Banner administrative computing system and other computer systems, and access to such University information as is relevant and necessary to the business and purpose of the Association. The University will provide the Association with technology support for the computing systems and the computers and other technology equipment provided the Association, all in the same fashion as provided for similar University operations.

C. Operational Services. The University will provide the Association with access to certain operational University services, including human resources, accounts payable, payroll, printing and design, campus mail, purchasing services, and related services as are

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relevant and necessary to the business and purpose of the Association, all in the same fashion as provided for similar University operations.

D. Constituent Records. On a regular basis, the University will transfer to the Association, or make available through the University electronic data systems, such data and constituent records, to include demographic and relationship data, as is necessary for the Association in carrying out its mission. The University shall retain for its own purposes data and records needed to fulfill its mission.

E. Access to Information. In connection with carrying out the University's obligations set forth above, the Association will provide the following information to University employees who are approved by the University President, a Vice President, or a Dean and have signed the Association's Confidentiality Policy.

**1. [INFORMATION TO BE SHARED]**

F. Additional Staff Services. In addition to employees who may be loaned to the Association by the University pursuant to the terms of any written loaned employee agreements, the University will provide staffing services as needed and requested by the Association.

If any or all of these employees shall become loaned employees of the University to the Association, the Association shall reimburse the University pursuant to the terms of the applicable loaned employee agreement. The other employees shall at all times remain the employees of the University, and not the Association, and the University shall have the sole and exclusive control over the terms and status of their employment.

G. Accounting of Association Expenses. The University will maintain a set of accounts in its financial system to facilitate payroll, travel, purchasing card transactions, and internal campus charges for the Association to be prepaid by the Association no less often than annually with only minimal balances at June 30 each year.

**II. ASSOCIATION OBLIGATIONS TO PROVIDE SERVICES/FACILITIES TO UNIVERSITY**

A. The Association may provide to the University additional support for fundraising activities or other initiatives as requested by the University President.

**CONSENT AGENDA  
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**III. PAYMENT BY ASSOCIATION TO UNIVERSITY.** In consideration of the services and facilities provided by the University to the Association pursuant to this Agreement, the Association shall pay the following:

A. Fiscal Year [YEAR]: For the University's fiscal year [YEAR] the parties have negotiated an acceptable budget for office space and furnishings (I.A. above), technology support (I.B. above), operational services (I.C. above) and additional staff services (I.F. above) in the total amount of [DOLLAR AMOUNT].

B. Fiscal Year [YEAR] and beyond: Prior to the end of fiscal year [YEAR], the parties will agree upon a budget for fiscal year [YEAR] for the items described in III. A. above, based on the operational results of fiscal year [YEAR] and the anticipated needs of the Association for fiscal year [YEAR]. This budget will be reduced to writing and set out the amounts and timing for payment of the budgeted amounts by the Association to the University. This process will be repeated for each ensuing fiscal year during the term of this Agreement. In the event the parties are unable to agree upon a budget for any fiscal year, the budget will be resolved using the dispute resolution procedure under the Operating Agreement (Article VIII Section C. thereof).

C. Compensation for employees loaned to the Association: Shall be as set forth in the terms of any loaned employee agreement between the parties.

**IV. RELATIONSHIP OF PARTIES/CONFIDENTIALITY**

A. Separate Status. In making this Agreement, the parties acknowledge that they are separate and distinct operating entities. The University is a state university, governed by the Regents of the University of Idaho. The Association is a nonprofit corporation, governed by its Board of Directors, and recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. At all times and for all purposes of this Agreement, the University and the Association shall each act in an independent capacity and not as an agent or representative of the other.

B. Confidentiality. All obligations under this Agreement shall be carried out in accordance with the following: Pursuant to the terms of the Operating Agreement, the University hereby agrees to the terms of the Association's Confidentiality Policy and shall instruct its agents and employees that all confidential information of the Association shall be protected from disclosure. Except as specifically authorized under the Operating Agreement or the Confidentiality Policy, the University's access to any Association information shall not include any donor specific data of the Association such that would provide individually identifiable information about donors or their donations to the Association. The Association's donor database and all other data, materials and information of the Association and the University pertaining to past, current or prospective donors, are proprietary to the Association and the University respectively and constitute confidential information and trade secrets. The Association and University shall take the steps necessary to monitor and control access to the donor database and to

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protect the security of computer servers and software relevant to the database, in each case to the extent that these systems are in their respective control.

V. MISCELLANEOUS

A. Changes, additions, amendments, or modifications to this Agreement must be agreed to by both parties in writing prior to implementation.

B. The term of this Agreement shall begin on the date hereof and shall continue thereafter with the following exceptions:

1. In the event either party serves notice to the other in writing of its decision to terminate the provisions of this Service Agreement, this Agreement shall terminate no later than 90 (ninety) days from the date of notice.

2. In the event the Operating Agreement dated [DATE], between the parties terminates, this Service Agreement will terminate on the same date.

C. Upon termination of the provisions of this Agreement, all rights and obligations hereunder shall forthwith terminate, except for rights and obligations accrued prior to termination in respect of payment for support.

D. In the event of any conflict between the terms of this Agreement and the Operating Agreement, the terms of the Operating Agreement shall be controlling, and the terms of this Agreement shall be interpreted to comply with the Operating Agreement.

E. Any disputes arising under this Agreement shall be resolved in accordance with Article VIII, Section C of the Operating Agreement.

F. The University and the Association each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code Sections 6-901 et seq.

[THIS PART WAS INTENTIONALLY LEFT BLANK]

**CONSENT AGENDA  
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

UNIVERSITY:

ASSOCIATION:

\_\_\_\_\_  
President  
University of Idaho

\_\_\_\_\_  
President  
University of Idaho Alumni Association,  
Inc.

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

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

\_\_\_\_\_  
Executive Director  
University of Idaho Alumni Association,  
Inc.

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

**CONSENT AGENDA  
JUNE 18, 2015**

**EXHIBIT D**

**University of Idaho Alumni Association, Inc.**

**Articles of Incorporation**

JUNE 18, 2015

# State of Idaho



## Department of State

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho and custodian of the Seal of said State, do hereby certify that the annexed is a full, true and complete transcript of articles of incorporation of UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC., an Idaho corporation, received and filed in this office on the 2nd day of July, 1973, as appears of record in this office as of this date.

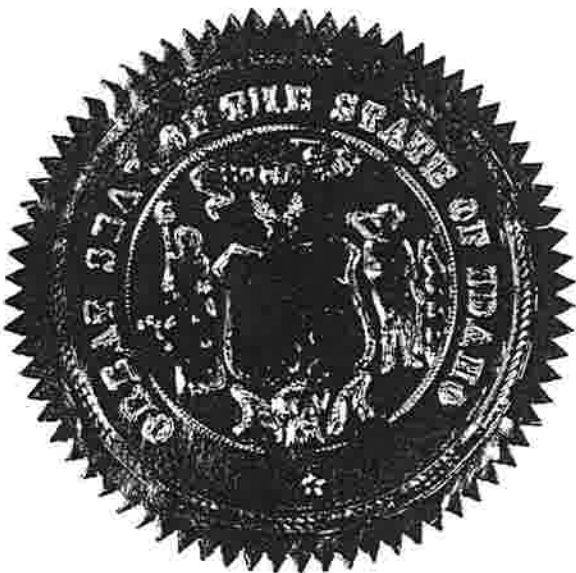
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Idaho.

Done at Boise, Idaho, this 2nd day of July A.D., 19 73

Pete T. Cenarrusa

Secretary of State

*Margaret Lawrence*  
Corporation Clerk



CONSENT AGENDA  
JUNE 18, 2015

ARTICLES OF INCORPORATION

UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation with charitable, social and educational goals, pursuant to Title 30, Chapter 11 of the laws of the State of Idaho in such cases made and provided, and HEREBY AGREE UPON AND ADOPT the following Articles of Incorporation:

ARTICLE I.

The name of this corporation is University of Idaho Alumni Association, Inc.

ARTICLE II.

This corporation is constituted so as to attract substantial support from contributions, directly or indirectly, from alumni and friends of the University of Idaho and has not been formed for pecuniary profit or financial gain, and no part of the assets, income, or profit of the corporation is distributable to, or inures to the benefit of, its directors or officers. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this certificate, the corporation shall



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ARTICLE III.

The purposes for which the corporation is formed are as follows:

- a. To promote the traditions, culture, historical development, general welfare and best interest of the people of the State of Idaho through the continued development, promotion and support of the University of Idaho at Moscow, Idaho;
- b. To encourage the high educational, cultural and social purposes of the University of Idaho by the administration of annual funds, endowment funds, and grant funds, which may be collected or deposited in our hands for the benefit of said institution;
- c. To make grants and award scholarships to deserving young people who may wish to attend the University of Idaho because of their outstanding scholastic merit or talent or because of their financial need;
- d. To make grants to the University of Idaho which, in the opinion of the Board of Trustees or Directors of the association will advance its objects;
- e. To receive and maintain a fund or funds of real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for educational purposes herein set forth either directly or by contributing to organizations that qualify as exempt organizations under Section 501(c) (3) of the Internal Revenue Code and its regulations as they now exist or as they may hereinafter

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of indebtedness and to secure the same in any manner whatsoever;

b. To exercise any and all powers which exempt organizations under Section 501(c) (3) of the Internal Revenue Code of 1954 of the United States (or the corresponding provisions of any future United States Internal Revenue Law) and corporations organized under Title 30, Chapter 11, of the laws of Idaho now or hereafter in existence;

c. To take and hold, directly or indirectly, by bequest, devise, gift, purchase or lease, either absolutely or in trust for any of its purposes, any real or personal property;

d. To sell, convey, or otherwise dispose of any such property and to invest, reinvest, or deal with the principal or the income thereof in such manner as in the judgment of the Directors, will best promote the purpose of the corporation and the University of Idaho without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, these Articles of Incorporation, the By-Laws of the corporation, or any laws applicable thereto;

e. To do any other act or thing incidental to or connected with the foregoing purpose or in advancement thereof but not for the pecuniary profit or financial gain of its Directors or officers.

ARTICLE V.

The Corporation expressly notes the existence of the University of Idaho Foundation, Inc., a non-profit cor-

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functions to be performed in such manner as may be devised by the corporations consistent with rules, regulations, or directives of the Board of Regents of the University of Idaho.

ARTICLE VI.

Upon dissolution of the corporation, the Directors shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all its assets.

ARTICLE VII.

The Directors or Trustees named in these Articles shall cause to be drawn up By-Laws for this corporation and that said By-Laws shall be accepted by the corporation in the manner provided by law, and said By-Laws may hereafter be amended and repealed in the manner provided therein.

ARTICLE VIII.

The corporation shall have perpetual existence.

ARTICLE IX.

The corporation is expressly authorized to determine by By-Law the number, classes and qualifications for membership, together with the voting rights and other privileges of members, establish dues and assessments and methods of collection thereof, and to increase or decrease the number of the Directors or Trustees from time to time by amendment of the By-Laws of the corporation, all in accordance and pursuant to the laws of the State of Idaho; however, in no event shall the number of Directors or Trustees be less than 3 nor more than 100.

ARTICLE X.

The principal office for the transaction of the business of this corporation shall be in the City of Moscow,

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<u>NAME</u>	<u>ADDRESS</u>
Carl G. Berry	San Francisco, California
Richard A. Johnston	Moscow, Idaho
William E. Anderson	Moscow, Idaho

ARTICLE XII.

A duly called meeting of the members of the University of Idaho Alumni Association, was held at the Alumni Office, University of Idaho, Moscow, Idaho, on June 24, 1973, at the hour of Nine o'clock a.m., at which meeting a majority of the members who were present, voted to incorporate said organization and voted for the election of directors of this corporation; notice of the time and place of holding such meeting, incorporation and election was given by the publication thereof for one week prior to the said meeting in The Daily Idahoian, a newspaper of general circulation published in Latah County, Idaho, and also by posting a like notice in a conspicuous place on the building where such election was held for the same length of time immediately preceding such election, said notice being posted on said building of the Alumni Office, University of Idaho, Moscow, Idaho, on the 10th day of June, 1973, and remained posted to and including the 24th day of June, 1973.

That at said meeting of the following persons were duly elected Directors of this corporation by unanimous vote of the members present at such meeting as follows:

Carl G. Berry	President and Director
William T. Holden	Vice-President and Director
Burgess K. McDonald	Treasurer and Director
Richard A. Johnston	Executive Director, Secretary and Director
William E. Anderson	Director
Robert S. Campbell	Director
Thomas J. Chester	Director
John P. Dana	Director
William W. Deal	Director
J. Tom Edwards	Director

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ARTICLE XIII.

At the aforesaid meeting, these Articles of Incorporation were by unanimous vote, duly adopted, and said persons so designated as incorporators were duly authorized and directed to execute and file the same for record, and to duly incorporate said corporation for and on behalf of its members according to law.

EXECUTED IN TRIPLICATE ORIGINAL, this 24<sup>th</sup> day of June, 1973.

Carl G. Berry  
Carl G. Berry  
Richard A. Johnston  
Richard A. Johnston  
William E. Anderson  
William E. Anderson

STATE OF IDAHO     )  
                          ) ss.  
County of Latah    )

On this 24th day of June, 1973, before me, a Notary Public in and for said State, personally appeared CARL G. BERRY, RICHARD A. JOHNSTON, WILLIAM E. ANDERSON, known to me to be the persons whose names are subscribed to the within Articles of Incorporation, and severally acknowledged to me that they executed the same.

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



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STATE OF IDAHO )  
                  ) ss.  
County of Latah )

RICHARD A. JOHNSTON, being first duly sworn, upon oath,  
deposes and says:

That he was the secretary of the meeting held as mentioned in the foregoing Articles of Incorporation and was one of the officers conducting said election then and there held, and that Carl G. Berry was the chairman of said meeting and election there held; that the majority of the members of said association who were present at such meeting voted at such election and the result of said election was as set forth in said Articles of Incorporation.

That he has read the foregoing Articles of Incorporation and believes that the matters and facts therein stated are true to the best of his knowledge, information and belief.

Richard A. Johnston

SUBSCRIBED AND SWORN to before me this 24th day of June,  
1973.

Eleanor Bingham  
Notary Public for Idaho,  
Residing in Latah County.

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**EXHIBIT E**

**University of Idaho Alumni Association, Inc.**

**Bylaws**



**Bylaws**

**UNIVERSITY OF IDAHO ALUMNI ASSOCIATION, INC. BYLAWS  
(adopted 1973 ~ last amended and approved May 13, 2011)**

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ARTICLE I

Name, Offices, Seal and Purpose

1. Name: The name of this organization will be the University of Idaho Alumni Association, Inc.
2. Offices: The principal office of the corporation will be in the city of Moscow, county of Latah, Idaho. The corporation may also have offices as the board of directors may from time to time establish or as the purposes of the corporation may require.
3. Seal: The board of directors may provide a corporate seal, the form of which may be adopted or approved by the said board if one is to be provided.
4. Purpose:
  - a. The University of Idaho Alumni Association, Inc. is formed to provide the coordinated support of alumni and friends of the University of Idaho for the purpose of strengthening the academic, research, service and leadership building programs of the institution. It also provides individual alumni services to its members throughout the world.
  - b. This organization will be a non-profit corporation with charitable, social and educational goals, pursuant to Title 30, Chapter II of the laws of the state of Idaho in such cases made and provided.

-----  
ARTICLE II

Membership

1. Classes: Members of the association will be divided into three (3) classes, namely: REGULAR members, HONORARY members and ASSOCIATE members.
2. Regular Members: The association will be composed of all former students who have completed at least 90 credits at the University of Idaho or who have taken less than this amount and specifically request to become a member of the association. Voting rights are vested six months following the conclusion of the alumnus' study.
3. Honorary Members: Honorary members will be such persons as may be selected by the board of directors of the association because of faithful and distinguished service in the interests of the

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University of Idaho. Honorary members will be entitled to all privileges of the organization except those of voting and holding office.

4. Associate Membership: Associate membership is for non-University of Idaho alumni, faculty and administrators of the institution and other persons as determined by the board who are serving the university. Associate members will be entitled to all privileges of the organization except those of voting and holding office.

5. Duration: All members have lifetime membership; no qualification will be made on the basis of material support to the university.

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ARTICLE III

Meetings

There will be three (3) regularly scheduled meetings of the Board of Directors, referred to as Fall, Winter and Spring meetings. The Fall, Winter and Spring meeting dates and locations shall be set by the Executive Committee of the Association and announced to all UIAA directors at least 60 days prior to next regularly scheduled meeting. The site and location of all meetings should consider opportunities to further the UIAA mission, support the University, engage with UI Alumni, and manage costs for both the Office of Alumni Relations and UIAA directors. Obligations for UIAA directors and UIAA officers with events such as Homecoming and Commencement weekends in Moscow should also be considered.

There will also be an annual association meeting to conduct the necessary business of the association. This annual meeting will be scheduled during the conduct of the Spring meeting at a time and place determined by the officers of the association.

Special meetings may be called by the president or upon the call of at least a quorum of members of the Board of Directors at any time by giving at least fifteen days notice to all members of the Board of Directors. Notice of special meetings will be given in such form and manner as the Executive Committee will prescribe.

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ARTICLE IV

Officers

The officers of the corporation will be the president, vice president/president elect, treasurer, Executive Director of Alumni Relations who will also be the corporate secretary, and such other officers as the board will elect with designated powers and duties not inconsistent with these bylaws.

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ARTICLE V  
Board of Directors

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1. Composition:

a. Elected Board of Directors-University of Idaho Alumni Association

The alumni board will consist of the officers and elected directors. These elected directors may vote on all matters, hold office and vote for election of association officers.

In the event of an elected director vacancy, the president may designate a replacement who will serve until the next annual meeting. That replacement will be eligible for election to a full term.

Idaho Elected Directors:

Idaho Directors will serve from four (4) in-Idaho geographic regions, and these directors shall comprise no greater than ten (10) elected directors. One director must be elected to represent each of the four in-Idaho regions. Latah County shall have a specific designated director on the board included in the total.

In-Idaho regions shall be identified as:

North Idaho Region: The northern most area of the state generally consists of Boundary, Bonner, Kootenai, Benewah Latah, Clearwater, Nez Perce, Lewis, Shoshone, and Idaho counties

West Idaho Region: The southwestern corner of the state generally consists of Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Valley, Owyhee, Elmore, and counties.

Central Idaho Region: The Southern most central portion of the state generally consists of Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, Cassia, Lemhi, Custer, and counties.

East Idaho Region: The far southeast corner of the state generally consists of Bingham, Power, Butte, Caribou, Bear Lake, Franklin, Bannock, Oneida, Butte, Jefferson, Madison, Teton, Fremont and Clark and Bonneville counties.

Out of Idaho Elected Directors:

The out of Idaho elected directors may comprise no greater than 10 elected directors.

One director must be elected to serve from each of four Out-of-Idaho regions.

Out-of-Idaho regions shall be identified as:

West - Pacific time zone plus Alaska and Hawaii

Rocky Mountains - Mountain time zone, plus Arizona and Las Vegas area

Central - Central time zone

East - Eastern time zone

b. Constituent Representatives

These may include representatives of:

Associated Students of the University of Idaho,  
University of Idaho Foundation,  
Vandal Boosters, Inc/Vandal Scholarship Fund.,  
College constituent alumni associations,  
Student Alumni Relations Board,

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University of Idaho Retirees Association  
University of Idaho Faculty

Constituent representatives may serve on committees and working groups, but may not hold office or vote. These constituent representatives are nominated by their constituent group on an annual basis, and are eligible for reappointment by their constituent group.

These constituent groups shall be recognized and accepted by the Board of Directors of the Association. Additional groups may be added by Board of Director action.

c. Advisory members from University of Idaho administration

The University of Idaho president and the vice president for university advancement may attend and participate in all University of Idaho Alumni Association, Inc. board of director meetings in an advisory capacity. These positions will have all rights and responsibilities except for voting and holding an elected office in the Alumni Association.

2. Duties of Elected Directors:

a. Control the corporate affairs, business and property of the association; promulgate such rules and regulations and adopt such policies as they may deem necessary and consistent with the article of incorporation and bylaws; and fill any vacancies occurring in any of the offices of the association.

b. Delegate to committee members of the Alumni Association, or to officers and board members of the association, such powers as they may see fit.

c. Select and honor recipients of the association's awards.

d. Select Honorary Alumni to become members of the association by virtue of their service to and support of the University of Idaho.

e. In addition to representing the membership in all matters and in all capacities allowed or required by law; make policy recommendations to the board of directors; and any and all things necessary to promote the welfare of the University and the Alumni Association.

f. Promote the university and support its alumni relations operations and services. Duties may include involvement and participation with student recruitment, mentoring and advocacy on behalf of the institution.

3. Duties of Officers:

a. President: The president will be the principal executive officer of the corporation and, subject to the control of the board of directors, will in general supervise and control all of the business and affairs of the corporation. The president will, when present, preside at all meetings of the members and of the board of directors. The president may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the board of directors, any deeds, mortgages, bonds, contracts or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof will be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or will be required by law to be otherwise

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signed or executed; and in general will perform all duties incident to the office of the president and such other duties as may be prescribed by the board of directors from time to time.

Commencement weekend procedures: During the spring commencement ceremony the incoming president or designee may march in the commencement procession.

b. Vice President/President Elect: In the absence of the president or in the event of the president's death or inability or refusal to act, the vice president/president elect will perform the duties of the president and, when so acting, will have all the powers of and be subject to all the restrictions upon the president. The vice president will perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

The vice president/president elect will also act as the board of directors' representative to the college constituencies, to the extension agents, and as a liaison for the board and the constituencies.

c. Secretary: The secretary's responsibilities will be fulfilled by the Executive Director of Alumni Relations and staff. The secretary will: (a) keep the minutes of the board of directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws as required by law; (c) be custodian of the corporate records; (d) in general perform all duties incident to the office of the secretary and such other duties as from time to time may be assigned to by the president or the board of directors.

d. Treasurer: The treasurer will be the board's financial liaison with the alumni office and report the financial condition of the association at each meeting. When the association develops a fund of its own, the treasurer will have custody of all funds of the organization and to pay out the same upon the direction and warrant of the board of directors except those held for the corporation's use by the business offices of the University of Idaho. Should the board direct, the treasurer will give bond with approval surety for the faithful performance of the treasurer's duties, in such amounts as will be fixed by the board of directors, cost of such bond to be borne by this organization.

e. At Large Member of EC: The At Large Member of EC, shall serve, along with Alumni Office staff support, as liaison to communicate with Chapters and Clubs, and advise Alumni Association of updates or topics.

4. Vacancies: Any vacancy in the office of the president, vice president/president elect or treasurer will be filled by the Executive Committee until the next regular meeting, at which time the vacancy will be filled by election.

5. Quorum: Fifty percent plus 1 of the seated board of directors present will constitute a quorum for the transaction of business at any regular or special meeting of the board.

6. Travel Expenses: Elected directors may be allowed travel expenses for attendance at any meeting of the board of directors or for transaction of corporate business as governed by the expenditure policy.

7. Committees:

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a. The president may as needed appoint, from the board of directors membership and the membership at large, special committees and task forces with the consent of the Executive Committee; and will appoint Finance, Ways and Means, and Alumni Awards & Recognition Committees.

b. An Executive Committee, empowered to act on behalf of the board between meetings, will be composed of the president, the vice president/president elect, the treasurer, the Executive Director of Alumni Relations, the immediate past president; and one other director ( titled At Large Member of the EC), appointed by the president. To comprise a committee of not more than six members, unless otherwise constituted by the president. All Executive Committee members shall have a vote, except the Executive Director of Alumni Relations.

c. A Nominating Committee will be composed of the immediate past president, who will act as chairman; the association president; the vice president/president elect of the board of directors and the Executive Director of Alumni Relations.

The Nominating Committee will submit nominations for association officers, and new proposed elected directors to the board of directors during the winter meeting. The nominations will be voted upon at this meeting and installed at Spring Meeting.

d. The Ways and Means Committee will be chaired by the vice president/president elect and include University of Idaho Alumni Board members appointed by the president with the consent of the Executive Committee. The Ways and Means Committee will be responsible for proposing operating procedures, statements and policies to the University of Idaho Alumni Board used to conduct the board's business. In addition, it will be responsible for the process of bylaw certification and ensuring the Board's actions are in compliance with the bylaws and adopted procedures.

e. The Alumni Awards and Recognition Committee will be chaired by the current president and include University of Idaho Alumni Board members appointed by the president with the consent of the Executive Committee. The Alumni Awards and Recognition Committee will be responsible to review the nominations for association awards.

f. The Finance Committee will be chaired by the treasurer and include University of Idaho Alumni Board members appointed by the president with the consent of the Executive Committee. The Finance Committee will be responsible for submitting the annual budget disbursements and other processes used to conduct the financial affairs of the University of Idaho Alumni Association, Inc.

8. Proxies: At all meetings of the board of directors, a delegate who is unable to attend may vote by proxy executed in writing. Such proxies will be filed with the Executive Director of Alumni Relations before or at the time of the meeting. If no person is named in the proxy, then such proxy will be voted by the Executive Committee.

9. Removal of Directors: A director may be removed by a 2/3 majority vote of the quorum of the board at a meeting

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ARTICLE VI  
Elections

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1. Officers: All officers except the Executive Director of Alumni Relations will be elected at the winter board of directors meeting. They are to be nominated and elected at the same meeting. Officers serve for a period of one year to begin at the annual board meeting except that they will serve until their successors are duly elected and installed.

2. Directors: All elected directors are elected at the winter meeting, and installed at the annual board meeting at which time they take office for a period of three years or for such term as specified by the board of directors or until their successors are duly elected and installed. No director will serve more than two (2) consecutive elected terms. Officers will be allowed to complete their full elected terms.

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ARTICLE VII

Executive Director of Alumni Relations

The Executive Director of Alumni Relations will be selected according to the affirmative action guidelines of the University of Idaho. The Executive Director of Alumni Relations will be appointed by the Vice President for Advancement. It is recommended that several members of the UIAA board of directors serve on the selection committee.

The Executive Director of Alumni Relations is to be a non-voting member of the board of directors. The Executive Director of Alumni Relations will present at the annual meeting and file with the minutes thereof a report, verified by the president, the treasurer or the Executive Committee, of the general condition of the corporation.

The Executive Director of Alumni Relations will coordinate and administer all alumni activities. Coordinated funding efforts will be directed by the Executive Director of Alumni Relations and a portion of the funds received will be retained by this corporation to cover administrative costs. The Executive Director of Alumni Relations will also be a non-voting member of the Executive Committee.

The Executive Director of Alumni Relations will cause to be transacted the business of the corporation as directed by the board and officers thereof and be responsible for efficient administration of all matters and programs relative to the progress of the corporation and the Office of Alumni Relations. A review of the Executive Director of Alumni Relations' effectiveness will be conducted by the president at the second meeting of the new fiscal year.

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ARTICLE VIII

Chapters, Clubs and Affiliate Groups

The services and programs of the University of Idaho Alumni Association may include a variety of on-going offerings to alumni and friends provided through Chapters, Clubs and Affiliate Groups and will be supported and managed by the Alumni Office. These and other programs, serving geographic areas and

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constituencies, will be examined and redefined from time to time by the board of directors to serve the best interests of the university.

Purpose:

Chapters, clubs and affiliated groups are made up of alumni volunteers in a geographic area that:

- a) Represent the University of Idaho in a manner that reflects the highest standards of the institution;
- b) Serve the interests of the University of Idaho, the Alumni Association and fellow alumni;
- c) Provide programs and services in accordance with the association and university goals;
- d) Actively facilitates and encourages the participation and involvement of alumni and supporters of the university

(The At Large Member of EC, shall serve, along with Alumni Office staff support, as liaison to communicate with Chapters and Clubs, and advise Alumni Association Board of Directors of updates or topics.)

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**ARTICLE IX**  
Fiscal Year

The fiscal year of the association will commence on July 1 and end on June 30 of each year.

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**ARTICLE X**  
Finances

1. Revenue: The association may accept and retain revenue. A reserve fund may be established from this revenue.
2. Compensation: No member, director, officer, employee, or other person connected with the corporation or any other private individual will receive any of the net earnings or retain any profit from the operations of the corporation; provided that this will not prevent the payment to any such person reasonable compensation for services rendered to, or for, the corporation in affecting any of its purposes as will be fixed by the board of directors.
3. Dissolution of Corp/Association: In the event of the dissolution of this Corporation, or in the event it should cease to carry out its purposes, no member, director, officer or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the Corporation from any sources, after the payment of all debts and obligations of the Corporation shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University. Any such assets not so disposed of shall be distributed for one or more exempt purposes within meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for public purpose.



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ARTICLE XI

Contracts, Loans, Checks and Deposits

1. Contracts: The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. Loans: No loans will be contracted on behalf of the corporation and no evidences of indebtedness will be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

3. Checks, Drafts, Etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation will be signed by such officer or officers, agent or agents, of the corporation and in such manner as will from time to time be determined by resolution of the board of directors.

4. Deposits: All funds of the corporation not otherwise employed will be held by the university determined by resolution of the board of directors.

5. Deposits: All funds of the corporation not otherwise employed will be held by the university Business Office or be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

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ARTICLE XII

Order of Business

A standard order of business will be observed in all meetings of the board of directors and when not in conflict with the articles of incorporation and bylaws of the association, Roberts Rules of Order will govern the proceedings of all meetings.

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ARTICLE XIII

Amendments

Amendments to the bylaws may be made at any regular meeting of the board of directors or at any special meeting of the board called for that purpose. These will be approved by a two-thirds (2/3) vote of those in attendance, provided that requirements for a quorum have been met. All proposed changes will be circulated electronically to all board members at least 20 working days prior to the vote.

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Article XIV  
Conflict of Interest

The unblemished character and good standing of each University of Idaho Alumni Association director is vital to achieve the desired objectives of the Association. Nevertheless, it is expected that, from time to time, issues coming before the Board of Directors may produce a "conflict of interest", financial or otherwise, with certain directors. Each director has an obligation to raise such a conflict with the full board and abstain from voting on any related matter. Furthermore, the full board will take any action deemed necessary to ensure its perceived and real actions are fair and in the best interests of the Association.

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CERTIFICATE

Know all men by these presents, that I, the undersigned Executive Director of Alumni Relations of the University of Idaho Alumni Association, Incorporated, do hereby certify that the foregoing bylaws as amended, except for subsequent amendments, were adopted as the bylaws of said corporation on May 13, 2011, and that the same do now constitute the bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this \_\_\_\_ day of \_\_\_\_\_.

Executive Director of Alumni Relations  
Attest  
Association President

The University of Idaho does not discriminate on the basis of race, color, religion, national origin, sex, age or disability in employment or in the admission to or operation of its educational programs and activities as required by federal and state laws. Inquiries may be directed to the university's Affirmative Action Officer or to the Director, Office of Civil Rights, United States Department of Health, Education and Welfare.

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## Statement of Shared Values

*(Adopted Oct. 24, 2002 ~ last amended and approved May 15, 2003)*

1. We represent that the University of Idaho Alumni Association exists for the sole purpose of providing service to the University of Idaho, alumni and friends. The Association provides this service through the Alumni Office with oversight from its board of directors. Given this connection, it is paramount that members of the Alumni Board of Directors and the staff of the Alumni Office conduct themselves with integrity and protect the reputation of the University and the Association.
2. The unblemished character and good standing of each director is vital to achieve the desired objectives of the Association. Nevertheless, it is expected that, from time to time, issues coming before the board may produce a conflict of interest, financial or otherwise, with certain directors. Each director has an obligation to raise such a conflict with the full board and abstain from voting on any related matter. Furthermore, the full board will take any action deemed necessary to ensure its perceived and real actions are fair and in the best interests of the Association.
3. We believe that it is our responsibility to give back to the institution that has given us so much. This can best be accomplished by representing the voice of alumni, by contributing to the University's strategic plan where appropriate, and continuing to build relationships with alumni wherever they may be located.
4. We believe that it is our responsibility to support our alumni with services, programs, awards and facilities that help them continue to proudly identify themselves as alumni of the University of Idaho. We constantly strive to improve delivery of existing programs and find new and better ways to serve the University and our alumni.
5. Recognizing the existence of other entities assisting the University, we will coordinate and maintain strong relations with these organizations whether in a leadership or supporting role.
6. We recognize that proper funding is critical to the success of both the University and the Alumni Association. As such, both the University and the Association should share responsibility for oversight of the Alumni Office and for funding programs they administer.
7. Current and potential students of the University will be tomorrow's Alumni Association members. They are the cornerstone to our future. As such, student/alumni relations must be nurtured with care and compassion. We will continue to work directly with students, faculty, the administration and other stakeholders to nurture this important relationship.
8. Our most precious resource is our alumni. The dedication to the University by our alumni is greater than one finds in most other institutions of higher learning. We believe that with the support of our alumni, the University of Idaho can achieve any goal. To misrepresent or misuse information concerning our alumni or the University of Idaho would be unthinkable.
9. We actively support the fundraising goals of the University as well as providing our alumni with an emotional bridge to their alma mater. If forced to choose, we would rather be friend raisers than fundraisers.

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10. Universities and their related Alumni Associations are, by nature, highly competitive. While we will continually strive to be the best in all we do, we must compete fairly and never denigrate other institutions to further our own agenda. This will only reflect badly on the University of Idaho and our Association.
11. We believe that a financially healthy, focused and vibrant University of Idaho is required to maintain a successful Alumni Association. Although technically independent, the Association's fate is entwined with that of the University. If the needs of the Association and those of the University were ever at odds, we believe that the welfare of the University should come first.

## Strategic Plan

(Approved Oct. 29, 2009 ~ last amended and approved May 14, 2010)

### I. Background

The University of Idaho Alumni Association (UIAA) was formed in 1898. The Alumni Office was established in 1946 to communicate with alumni and provide them with information about the University and their classmates.

The University of Idaho Alumni Association, Inc., is a registered 501(c)(3) nonprofit corporation. Prior to 1994, students earning 26 credits from the University of Idaho were included in the alumni community. In 1994, with the new Banner data base system, the “alumni criteria” changed to include former students who have received a University of Idaho degree or have completed 90 credits or more and thereby considered a part of the alumni community.

The mission of the Alumni Association is to “develop and strengthen lifelong alumni relationships with their alma mater.” Active leadership includes the UIAA national board of directors, club and chapter volunteers and the Alumni Office staff. The UIAA provides awards and recognition programs, assists the University with information and communication efforts and advocates for the University.

The University of Idaho Alumni Association is comprised of more than 95,000 alumni worldwide.

### II. Mission and Vision

Alumni Association Mission Statement

“To develop and strengthen lifelong relationships with University of Idaho alumni.”

#### **Alumni Association Vision Statement**

To promote the vision and core values of University of Idaho’s historic land grant mission of teaching, research and public service

To enlist alumni talents in the preservation and promotion of the image and traditions of the University, to instill and maintain pride in the institution

To serve as a catalyst for communications and involvement between alumni and between alumni and the University of Idaho community.

### III. Goals

- Provide Inspiration and Information for Alumni
- Encourage Reconnection and Bonding with Alumni
- Provide Recognition and Awards for Alumni
- Communicate with University Leadership
- Maintain Relationships with Other University Groups
- Encourage Contributions and Support of the University
- Ensure Quality Governance and Financial Stability of the UIAA, Contributing to the Financial Support of the Alumni Office

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**IV. Objectives**

This section describes the objectives of the Alumni Association and Alumni Office. The Alumni Association works in close coordination with the Office of Alumni Relations to achieve these objectives.

**1. Provide Inspiration and Information for Alumni**

Provide information using the Vandal Vibe, Alumni Website and electronic online communities.

Use “Classnotes” column and other articles in the Idaho magazine to highlight success stories and to promote on-line and other services.

Support on-line activity, information and social communities served via the web.

**2. Encourage Reconnection and Bonding with Alumni**

Chapters and Clubs: Encourage the creation of new chapters and clubs. Support and sustain clubs and chapters in providing events, programs, activities and services for alumni in their area. Explore new and different approaches to sponsoring University special events off-campus. Promote, support or sponsor gatherings, socials and alumni events on local, regional and national level.

Alumni Volunteers: Develop and support alumni volunteers that participate and serve with leadership in Chapters, Clubs and Affiliate groups. Assist with volunteer service and committees that organize community activities or events/reunions.

GOLD Program and Services: Support the outreach program to young alumni (Graduates Of the Last Decade).

Alumni Center: Pursue a permanent center on campus by supporting the University’s

efforts and supporting fund-raising for this project.

Alumni and University Events: Support the design and production of events that help promote and celebrate our connection with the University of Idaho.

Campus Events: Support and/or sponsor celebrations that bring alumni, friends and parents to campus for major events as well as reunions in partnership with colleges, living groups and campus organizations.

**3. Provide Recognition and Awards for Alumni and Friends**

Review and determine recipients of Alumni Awards (Hall of Fame, Silver & Gold, Jim Lyle Award).

Support honorary alumni recognitions, tree plantings and other recognition using press releases the Vandal Vibe, the Classnotes column and magazine highlights of key alumni and campus leaders.

**4. Communicate with University Leadership**

Provide UIAA reports to leadership.

Host or recruit university leaders as guest speakers at the Alumni Association Board meetings, groups/chapters/club gatherings; at alumni events and programs off campus.

**5. Maintain Relationships with Other University Groups**

Partnerships: Build strategic relationships with other university support systems and organizations to increase our effectiveness with University of Idaho stakeholders.

Maintain working relationships with college officers and employees; offering alumni office service, support and consulting to colleges with alumni events/reunions, partnership with campus organizational

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groups and reunions, active relationships with VSF, Foundation, UIRA and SARb.

Support active sharing of information, calendars and news items, in a two-way process, between colleges, living groups, graduated classes and departments. Work in partnership in award nomination process, and award presentation ceremonies with college or campus groups.

### **6. Encourage Contributions and Support of the University**

Develop volunteer alumni association leadership among alumni across the nation.

Support recruitment by encouraging high school student recommendations and supporting recruitment of high school/transfer students.

Provide and encourage financial support of students.

Encourage alumni to support the University and Idaho higher education in their communities and with elected representatives.

### **7. Ensure Quality Governance and Financial Stability of the UIAA, Contributing to the Financial Support of the and Alumni Office**

Identify and recruit candidates for service on the UIAA Board of Directors.

Manage and budget UIAA funds prudently.

Formalize a process to manage the disbursement of UIAA funds using specific criteria.

Prepare an annual budget for UIAA and distribute draft to UIAA directors prior to May 1st annually.

Provide special events and alumni programs with prices that reflect costs and market expectations.

Continue to research and offer workable, and practical affinity or revenue producing programs

Continue research efforts and feasibility study on an alumni dues/membership program.



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