TAB	DESCRIPTION	ACTION
1	AUDIT – UNIVERSITY OF IDAHO – FOUNDATION AGREEMENT	Motion to Approve
2	BAHR – BOISE STATE UNIVERSITY – MULTI- YEAR CONTRACTS – WOMEN'S HEAD BASKETBALL COACH	Motion to Approve
3	BAHR – EXECUTIVE OFFICERS – EMPLOYMENT AGREEMENTS	Motion to Approve
4	BAHR – UNIVERSITY OF IDAHO – MULTI-YEAR CONTRACTS – SWIRE COCA-COLA USA	Motion to Approve
5	IRSA – PROGRAMS AND CHANGES APPROVED BY THE EXECUTIVE DIRECTOR	Information Item
6	IRSA – HIGHER EDUCATION RESEARCH COUNCIL APPOINTMENT	Motion to Approve
7	PPGA – LEWIS-CLARK STATE COLLEGE – FACULTY CONSTITUTION	Motion to Approve
8	PPGA – PRESIDENT APPROVED ALCOHOL PERMITS	Information Item
9	SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS	Motion to Approve
10	SDE – ADOPTION OF COMPUTER APPLICATIONS CURRICULAR MATERIALS	Motion to Approve
11	SDE – BIAS AND SENSITIVITY COMMITTEE APPOINTMENTS	Motion to Approve

CONSENT-SDE TOC Page 1

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CONSENT-SDE TOC Page 2

UNIVERSITY OF IDAHO

SUBJECT

Approval of amended terms for Operating Agreement with the University of Idaho Foundation.

REFERENCE

October 2008 Idaho State Board of Education (Board) consideration

and approval of Foundation agreements for Boise State University, Idaho State University and the

University of Idaho.

August 2009 Board consideration and approval of amended

Operating Agreement with University of Idaho

Foundation.

June 2016 Audit Committee reviewed proposed amendment to

Operating agreement and agreed to forward document

to Board with recommendation to approve.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E. Gifts and Affiliated Foundations

BACKGROUND/DISCUSSION

The University of Idaho (UI) and the University of Idaho Foundation (Foundation) have been successfully operating under the Operating Agreement approved by the State Board of Education (Board) in August 2009, and effective as of August 31, 2009. At this time the Operating Agreement is before the Board for periodic review and approval in accordance with Board Policy V.E.2.c. The parties have taken this opportunity to update the Operating Agreement with minor revisions, described below. In addition, the Exhibits have all been updated to include the most recent version of the original Exhibit.

Document Revisions

- a. Article VIII.E. regarding Board review of the Agreement is modified to provide that Board review will be as required by Board policy or as requested by the Board. This will allow for continued consistency between the Agreement and Board policy. The current policy states that the Agreement will be submitted to the Board for review and approval every three (3) years, or as otherwise requested by the Board.
- b. The First Addendum to Operating Agreement between UI and the Foundation, entered into on August 31, 2009 is eliminated. This addendum addressed transition and timing issues related to transferring functions from UI to the Foundation in compliance with the Agreement. The transition is now complete making the First Addendum moot.

CONSENT - AUDIT TAB 1 Page 1

IMPACT

As anticipated in 2009, the parties have worked diligently to move functions from the UI to the Foundation. The parties now have split cash management functions, and currently the Foundation has eleven loaned employees who perform the functions transferred from UI to the Foundation.

UI does not anticipate a material financial impact on the UI or the Foundation. The proposed changes to the Agreement are minor and represent the continuation of current operations within current budgets.

UI will continue to monitor the efficacy of the operational structure and consider potential changes based on their experience. Any material changes will be presented to the Regents prior to implementation.

ATTACHMENTS

Attachment 1 – Operating Agreement and Addendum showing changes from prior approved draft.

Attachment 2 – Full Operating Agreement as amended with updated exhibits.

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STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendments to the Operating Agreement bring the document into alignment with current Board policy. There are no significant changes to the agreement terms previously approved by the Board during its 2009 review. The Audit Committee has reviewed the proposed amendments and has forwarded the agreement to the Board with a recommendation for approval. Staff recommends approval.

BOARD ACTION

	ove the agreement betwe		Idaho and the
Moved by	Seconded by	Carried Yes	No

CONSENT - AUDIT TAB 1 Page 2

OPERATING AGREEMENT THE UNIVERSITY OF IDAHO AND THE UNIVERSITY OF IDAHO FOUNDATION, INC.

WHEREAS, the Foundation is a nonprofit corporation incorporated on September 23, 1970, pursuant to the Idaho Nonprofit Corporation Act;

WHEREAS, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the Foundation's mission includes the management and distribution of private support to enhance the growth and development of the University;

WHEREAS, the Foundation and the University desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds;

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 to be effective as of July of 2008 ("State Board's Policies and Procedures") which are attached hereto as Exhibit "A";

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 Foundation that sets forth their operating relationship; and

WHEREAS, the Foundation 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 Foundation hereby agree as follows:

ARTICLE I

FOUNDATION'S PURPOSES

The Foundation is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and By-Laws, and the State Board's Policies and Procedures, the Foundation shall: (1) assist in the solicitation of, 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. All amendments of such documents shall also be provided to the University. 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

A. University Employees.

- 1. *Liaison*: The University's Vice President for University Advancement shall serve as the University's liaison to the Foundation (the "Liaison"). The duties and responsibilities of the Liaison are as follows:
- a. The Liaison shall be responsible for communicating with the Foundation regarding the University's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.
- b. The Liaison or the Liaison's 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 fundraising efforts. The Liaison may also report

other information to the Foundation's Board of Directors that is pertinent to the common goals of the University and the Foundation.

- 2. *Executive Director*: The Executive Director of the Foundation is an employee of the University who is loaned to the Foundation. All of the Executive Director's services shall be provided directly to the Foundation as follows:
- a. The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in subparagraph c below. The Executive Director shall be subject to the control and direction of the Foundation.
- b. The Executive 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 Executive Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.
- c. The Foundation and the University shall enter into a written agreement, substantially in the form of Exhibit "B" hereto, establishing that the Executive 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 Executive Director.
- d. In the event the Executive Director resigns, is terminated according to the terms of the Loaned Employee Agreement, or otherwise leaves the employ of the University, hiring of the subsequent Executive Director shall be done in accordance with Foundation procedures, University procedures (including University equal employment procedures), and applicable law (including laws applicable to the University). The Foundation shall have the ability to terminate the Loaned Employee Agreement upon notice to the University as further set forth in the Loaned Employee Agreement. The Foundation must provide the University with prior approval to hire any employee that the Foundation and University intend to be a loaned employee before the University employs such individual.
- e. The University and the Foundation may elect to enter into additional agreements for the loaning of additional employees to the Foundation by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit "B." The additional loaned employees shall report to either the Foundation Board or the Executive Director of the Foundation, in either case as determined by the Foundation Board and as specified in the additional loaned employee agreements. Such loaned employees shall have no function at the University other than to act in their capacity as employees loaned to the Foundation.

- f. Termination of the Executive Director in accordance with the Loaned Employee Agreement shall constitute grounds for a termination proceeding by the University or for non-renewal of the Executive Director's contract with the University, if any.
- 3. Limited Authority of University Employees. Notwithstanding the foregoing provisions, no University employee other than an employee loaned to the Foundation shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.
- B. Support Staff Services. The University shall provide administrative support in financial, accounting, investment and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "C" ("Service Agreement"). Except as specifically provided otherwise herein, 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 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 Service Agreement or as otherwise determined by the agreement of the Parties.
- C. 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 Service Agreement.
- D. *No Foundation Payments to University Employees*. Notwithstanding any contrary 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.

ARTICLE IV

MANAGEMENT AND OPERATION OF FOUNDATION

A. Gift Solicitation.

- 1. 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.
- 2. Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

B. Acceptance of Gifts.

- 1. 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. Similarly, the Foundation shall also obtain the University's prior written approval of the acceptance of any gift or grant that 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 Foundation 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 Foundation. 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 Foundation shall be responsible for the due diligence obligations for such property.
- 3. 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 University's Trust and Investment Office) in accordance with the Service Agreement.
- C. 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. 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 Foundation's sole mission to support the University.
- 1. Restricted Gift Transfers. The Foundation may transfer restricted gifts to the University. Any such transferred restricted gifts will only be expended by the University pursuant to the terms of such restrictions. The Foundation shall inform the University officials into whose program or department restricted gifts are transferred of all restrictions on the use of such gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted gifts separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted gifts.
- 2. Unrestricted Gift Transfers. The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in

Article I of this Operating Agreement. The Foundation may 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. If the Foundation 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 Foundation's Board of Directors may determine in such Board's sole discretion.

D. Foundation Expenditures and Financial Transactions.

- 1. Signature Authority. The Foundation designates the Foundation Chairman and Treasurer as the individuals with signature authority for the Foundation in all financial transactions. The Foundation's Treasurer may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another Foundation employee, an employee loaned to the Foundation, or a Foundation Board member who is not a University employee. In no event may the person with Foundation signature authority for financial transactions be a University employee, unless such individual is an employee who is loaned to the Foundation.
- 2. Expenditures. All expenditures of the Foundation shall be (1) consistent with the 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.
- E. 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.
- F. 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:
- 1. 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 gift shall be deposited in a University account and, except for transfers described in subsections 2 and 4 of this Section, State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- 2. 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.
- 3. The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.

- 4. The University transfers to the Foundation any gift received by the University from a donor that meets the following criteria: (i) the gift is less than \$10,000, and (ii) the gift will be invested by the Foundation for scholarship or other general University support purposes. This subsection, however, shall not apply to payments by the University to the Foundation for University obligations to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
- G. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation 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 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.
- H. *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.
- I. *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 "D"; 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 "D".
- J. 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 "E" and the Foundation's By-Laws dated January 30, 2009, which are attached at Exhibit "F." The Foundation agrees to provide copies of such Articles and By-Laws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and By-Laws shall be attached hereto as additions to Exhibit "E" and Exhibit "F", respectively.
- K. *Conflicts of Interest*. 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 attached hereto as Exhibit "G."

ARTICLE V

FOUNDATION RELATIONSHIPS WITH THE UNIVERSITY

A. Access to Records. The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws, Foundation policies, and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this agreement or the applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access shall not include donor specific data of the Foundation such that would provide individually identifiable information about donors or their donations made to the Foundation.

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 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. The donor database and all other data, materials and information of the Foundation and the University pertaining to past, current or prospective donors, are proprietary to the Foundation and the University respectively and constitute confidential information and trade secrets. The Foundation 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 Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, By-Laws 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.
- 3. The Foundation's Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties understand that the Foundation 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 Foundation'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 Foundation" and "The University of Idaho Foundation, Inc." 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.

- D. *Identification of Source*. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.
- E. 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 budget. Any of the University's funding requests to the Foundation shall be communicated in writing by the President of the University to the Foundation's Treasurer by April 1 of each year.
- F. Attendance of the University's President at Foundation's Board of Director Meetings. The Foundation may invite the University's President to attend meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.
- G. Supplemental Compensation of University Employees. No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation 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 be paid by the Foundation 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 Foundation.

ARTICLE VI

AUDITS AND REPORTING REQUIREMENTS

- A. Fiscal Year. The Foundation and the University shall have the same fiscal year.
- B. Annual Audit. The Foundation shall have an annual financial audit conducted in accordance with Government Accounting Standards Board or Financial Accounting Standards Board principles as appropriate. The audit shall be conducted by an independent certified public accountant who is not a director or officer of the Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Foundation's Board of Directors. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial statements. 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 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, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V, A above.
- D. Annual Reports to University President. Upon request, the Foundation 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 Foundation transfers made to the University, summarized by University department;
 - 3. an annual report of unrestricted funds received by the Foundation;
- 4. an annual report of unrestricted funds available for use during the current fiscal year;
 - 5. a list of all of the Foundation's officers, directors, and employees;
- 6. a list of University employees for whom the Foundation made payments to the University for approved purpose during the fiscal year, and the amount and nature of each payment;
- 7. a list of all state and federal contracts and grants managed by the Foundation;
 - 8. an annual report of the Foundation's major activities;
- 9. 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
- 10. an annual report of any actual litigation involving the Foundation during its fiscal year, identification of legal counsel used by the Foundation for any purpose during such year, and identification of any potential or threatened litigation involving the Foundation 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 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 attached hereto as Exhibit "G."
- B. *Dual Representation*. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both Parties in 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 Foundation. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for the Foundation's independent review, approval and use.
- C. 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. 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 Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless 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 Foundation, 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 Foundation. 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 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 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 negotiations fail, the Parties will initiate the Dispute Resolution mechanism described below (through reference to the Foundation's Chairman and the State Board) to further attempt to negotiate a new agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

- 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 Foundation's Chairman and the University's President. If the Foundation's Chairman and University's President cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and the Foundation 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 Foundation. Upon dissolution of the Foundation, it shall transfer the balance of all property and assets of the Foundation in a manner consistent with its Articles of Incorporation, which state that in the event of dissolution of the Foundation, "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 [Foundation] from any source, after the payment of all debts and obligations of the [Foundation], 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 disposed of shall be distributed for one or more exempt purposes within the 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 a 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 as required by the then applicable State Board policy (Section V.E.) and as 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.
- H. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, whenever documents are to be provided to the Foundation or whenever 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.
- 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 Foundation:

Executive Director University of Idaho Foundation, Inc. 714 W. State Street, Suite 240 Boise, Idaho 83702

- J. *No Joint Venture*. At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.
- K. *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.

- L. *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 to 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.
- 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 subsections (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. Specifically, this Agreement continues and replaces the Operating Agreement entered into on August 31, 2009 by the Parties. Furthermore, this Agreement eliminates the First Addendum to Operating Agreement entered into on August 31, 2009, by the Parties, inasmuch as the transition period described therein has passed and the actions described therein have taken place.

	WHEREOF, e specified date	University	and	the	Foundation	have	executed	this
		Universi	ty of	Idah	0			

University of Idaho Foundation, Inc. By:______
Its: Chairman

FIRST ADDENDUM TO OPERATING AGREEMENT BETWEEN THE UNIVERSITY OF IDAHO AND THE UNIVERSITY OF IDAHO FOUNDATION, INC.

eday of2009 by and between the University of Idaho ("University") and the	
niversity of Idaho Foundation, Inc. ("Foundation"). The University and the Foundation are	
metimes collectively referred to herein separately as a "Party" and collectively as the "Parties."	
REAMBLE	Formatted: Justified
By unanimous vote on August 19, 2009, the Idaho State Board of Education and Board of egents of the University of Idaho ("State Board") approved the terms of an operating agreement tween the University and the Foundation ("Operating Agreement") and the transition of perating functions from the University to the Foundation to be accomplished as expeditiously as practical while maintaining the necessary operations of the Foundation and the University. The arties, in conjunction with the execution of the Operating Agreement, and pursuant to the approval of the State Board now also enter into this First Addendum to address certain timing sues with respect to the transition of Foundation operating functions currently handled through the University's Trust and Investment Office in order to come into full compliance with the terms	
the Operating Agreement. GREEMENT	Farmand Luckford
ORDENIENT	Formatted: Justified
NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, and to supplement the terms of the Operating Agreement, the University and the Foundation pareby agree as follows:	
The Parties acknowledge the following terms of the Operating Agreement:	
a. Article II Section A.3. Limited Authority of University Employees.	Formatted: Indent: Left: 0", First line: 0"
otwithstanding the foregoing provisions, no University employee other than an employee loaned the Foundation shall be permitted to have responsibility or authority for Foundation policy aking, financial oversight, spending authority, investment decisions, or the supervision of pundation employees.	
b. Article III Section D. Support Staff Services. The University shall provide Iministrative support in financial, accounting, investment and development services to the pundation, as set forth in the Service Agreement attached hereto as Exhibit "C" ("Service greement"). Except as specifically provided otherwise herein, all University employees who ovide support services to the Foundation shall remain University employees under the direction	

CONSENT - AUDIT

ATTACHMENT 1

c. Article IV Section D.1. Signate Foundation Chairman and Treasurer as the indivice in all financial transactions. The Foundation's Tre a temporary basis consistent with the Foundation employee loaned to the Foundation, or a Foundation employee. In no event may the person with transactions be a University employee, unless successions.	easurer may also delegate signature authority on a Bylaws to another Foundation employee, an lation Board member who is not a University Foundation signature authority for financial	
2. The Parties acknowledge that currently varied Foundation are performed by University employed Office and that a transition will be necessary to Agreement terms described in paragraph 1. above to the draft Service Agreement attached to the accurately describe the nature and extent of set University, as well as the potential for additional	come into full compliance with the Operating This transition will include necessary revisions Operating Agreement as Exhibit C to more ervices to be provided the Foundation by the	
3. The Parties agree to pursue this transition completion no later than close of the University' the necessary operations of the Foundation and transition period, University employees through to support the operations of the Foundation as is necessary will consider the other in default of the Operation and Investment Office. Upon complete addendum to the Operating Agreement acknowled Agreement.	the University. In that regard, and during the he Trust and Investment Office will continue to essary to ensure continued operations and neither erating Agreement by virtue of such support by ion of the transition, the Parties will execute an	
IN WITNESS WHEREOF, the University and the on the above specified date.	Foundation have executed this First Addendum	Formatted: Normal
on the above specified date.		
University of Idaho	University of Idaho Foundation, Inc.	
•	By: Its: Chairman	

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CONSENT - AUDIT TAB 1 Page 20

OPERATING AGREEMENT THE UNIVERSITY OF IDAHO AND THE UNIVERSITY OF IDAHO FOUNDATION, INC.

This agreement ("Operating Agreement") is entered into effective the day of
2016 by and between the University of Idaho ("University") and the University of
Idaho Foundation, Inc. ("Foundation"), as amended, it is a continuation and restatement of the
Operating Agreement entered into on August 31, 2009, which it fully replaces. The University
and the Foundation are sometimes collectively referred to herein separately as a "Party" and
collectively as the "Parties."

- **WHEREAS**, the Foundation is a nonprofit corporation incorporated on September 23, 1970, pursuant to the Idaho Nonprofit Corporation Act;
- **WHEREAS**, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;
- **WHEREAS**, the Foundation's mission includes the management and distribution of private support to enhance the growth and development of the University;
- **WHEREAS**, the Foundation and the University desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds;
- **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 to be effective as of July of 2008 ("State Board's Policies and Procedures") which are attached hereto as Exhibit "A";
- **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 Foundation that sets forth their operating relationship; and
- **WHEREAS**, the Foundation 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 Foundation hereby agree as follows:

ARTICLE I

FOUNDATION'S PURPOSES

The Foundation is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and By-Laws, and the State Board's Policies and Procedures, the Foundation shall: (1) assist in the solicitation of, 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. All amendments of such documents shall also be provided to the University. 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

A. University Employees.

- 1. *Liaison*: The University's Vice President for University Advancement shall serve as the University's liaison to the Foundation (the "Liaison"). The duties and responsibilities of the Liaison are as follows:
- a. The Liaison shall be responsible for communicating with the Foundation regarding the University's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.
- b. The Liaison or the Liaison's 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 fundraising efforts. The Liaison may also report

other information to the Foundation's Board of Directors that is pertinent to the common goals of the University and the Foundation.

- 2. *Executive Director*: The Executive Director of the Foundation is an employee of the University who is loaned to the Foundation. All of the Executive Director's services shall be provided directly to the Foundation as follows:
- a. The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in subparagraph c below. The Executive Director shall be subject to the control and direction of the Foundation.
- b. The Executive 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 Executive Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.
- c. The Foundation and the University shall enter into a written agreement, substantially in the form of Exhibit "B" hereto, establishing that the Executive 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 Executive Director.
- d. In the event the Executive Director resigns, is terminated according to the terms of the Loaned Employee Agreement, or otherwise leaves the employ of the University, hiring of the subsequent Executive Director shall be done in accordance with Foundation procedures, University procedures (including University equal employment procedures), and applicable law (including laws applicable to the University). The Foundation shall have the ability to terminate the Loaned Employee Agreement upon notice to the University as further set forth in the Loaned Employee Agreement. The Foundation must provide the University with prior approval to hire any employee that the Foundation and University intend to be a loaned employee before the University employs such individual.
- e. The University and the Foundation may elect to enter into additional agreements for the loaning of additional employees to the Foundation by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit "B." The additional loaned employees shall report to either the Foundation Board or the Executive Director of the Foundation, in either case as determined by the Foundation Board and as specified in the additional loaned employee agreements. Such loaned employees shall have no function at the University other than to act in their capacity as employees loaned to the Foundation.

- f. Termination of the Executive Director in accordance with the Loaned Employee Agreement shall constitute grounds for a termination proceeding by the University or for non-renewal of the Executive Director's contract with the University, if any.
- 3. Limited Authority of University Employees. Notwithstanding the foregoing provisions, no University employee other than an employee loaned to the Foundation shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.
- B. Support Staff Services. The University shall provide administrative support in financial, accounting, investment and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "C" ("Service Agreement"). Except as specifically provided otherwise herein, 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 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 Service Agreement or as otherwise determined by the agreement of the Parties.
- C. 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 Service Agreement.
- D. *No Foundation Payments to University Employees*. Notwithstanding any contrary 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.

ARTICLE IV

MANAGEMENT AND OPERATION OF FOUNDATION

A. Gift Solicitation.

- 1. 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.
- 2. Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

B. Acceptance of Gifts.

- 1. 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. Similarly, the Foundation shall also obtain the University's prior written approval of the acceptance of any gift or grant that 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 Foundation 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 Foundation. 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 Foundation shall be responsible for the due diligence obligations for such property.
- 3. *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 University's Trust and Investment Office) in accordance with the Service Agreement.
- C. 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. 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 Foundation's sole mission to support the University.
- 1. Restricted Gift Transfers. The Foundation may transfer restricted gifts to the University. Any such transferred restricted gifts will only be expended by the University pursuant to the terms of such restrictions. The Foundation shall inform the University officials into whose program or department restricted gifts are transferred of all restrictions on the use of such gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted gifts separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted gifts.
- 2. Unrestricted Gift Transfers. The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in

Article I of this Operating Agreement. The Foundation may 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. If the Foundation 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 Foundation's Board of Directors may determine in such Board's sole discretion.

D. Foundation Expenditures and Financial Transactions.

- 1. Signature Authority. The Foundation designates the Foundation Chairman and Treasurer as the individuals with signature authority for the Foundation in all financial transactions. The Foundation's Treasurer may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another Foundation employee, an employee loaned to the Foundation, or a Foundation Board member who is not a University employee. In no event may the person with Foundation signature authority for financial transactions be a University employee, unless such individual is an employee who is loaned to the Foundation.
- 2. Expenditures. All expenditures of the Foundation shall be (1) consistent with the 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.
- E. 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.
- F. 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:
- 1. 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 gift shall be deposited in a University account and, except for transfers described in subsections 2 and 4 of this Section, State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- 2. 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.
- 3. The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.

- 4. The University transfers to the Foundation any gift received by the University from a donor that meets the following criteria: (i) the gift is less than \$10,000, and (ii) the gift will be invested by the Foundation for scholarship or other general University support purposes. This subsection, however, shall not apply to payments by the University to the Foundation for University obligations to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
- G. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation 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 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.
- H. *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.
- I. *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 "D"; 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 "D".
- J. 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 "E" and the Foundation's By-Laws dated January 30, 2009, which are attached at Exhibit "F." The Foundation agrees to provide copies of such Articles and By-Laws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and By-Laws shall be attached hereto as additions to Exhibit "E" and Exhibit "F", respectively.
- K. *Conflicts of Interest*. 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 attached hereto as Exhibit "G."

ARTICLE V

FOUNDATION RELATIONSHIPS WITH THE UNIVERSITY

A. Access to Records. The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws, Foundation policies, and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this agreement or the applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access shall not include donor specific data of the Foundation such that would provide individually identifiable information about donors or their donations made to the Foundation.

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 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. The donor database and all other data, materials and information of the Foundation and the University pertaining to past, current or prospective donors, are proprietary to the Foundation and the University respectively and constitute confidential information and trade secrets. The Foundation 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 Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, By-Laws 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.
- 3. The Foundation's Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties understand that the Foundation 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 Foundation'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 Foundation" and "The University of Idaho Foundation, Inc." 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.

- D. *Identification of Source*. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.
- E. 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 budget. Any of the University's funding requests to the Foundation shall be communicated in writing by the President of the University to the Foundation's Treasurer by April 1 of each year.
- F. Attendance of the University's President at Foundation's Board of Director Meetings. The Foundation may invite the University's President to attend meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.
- G. Supplemental Compensation of University Employees. No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation 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 be paid by the Foundation 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 Foundation.

ARTICLE VI

AUDITS AND REPORTING REQUIREMENTS

- A. Fiscal Year. The Foundation and the University shall have the same fiscal year.
- B. Annual Audit. The Foundation shall have an annual financial audit conducted in accordance with Government Accounting Standards Board or Financial Accounting Standards Board principles as appropriate. The audit shall be conducted by an independent certified public accountant who is not a director or officer of the Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Foundation's Board of Directors. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial statements. 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 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, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V, A above.
- D. Annual Reports to University President. Upon request, the Foundation 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 Foundation transfers made to the University, summarized by University department;
 - 3. an annual report of unrestricted funds received by the Foundation;
- 4. an annual report of unrestricted funds available for use during the current fiscal year;
 - 5. a list of all of the Foundation's officers, directors, and employees;
- 6. a list of University employees for whom the Foundation made payments to the University for approved purpose during the fiscal year, and the amount and nature of each payment;
- 7. a list of all state and federal contracts and grants managed by the Foundation;
 - 8. an annual report of the Foundation's major activities;
- 9. 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
- 10. an annual report of any actual litigation involving the Foundation during its fiscal year, identification of legal counsel used by the Foundation for any purpose during such year, and identification of any potential or threatened litigation involving the Foundation 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 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 attached hereto as Exhibit "G."
- B. *Dual Representation*. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both Parties in 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 Foundation. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for the Foundation's independent review, approval and use.
- C. 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. 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 Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless 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 Foundation, 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 Foundation. 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 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 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 negotiations fail, the Parties will initiate the Dispute Resolution mechanism described below (through reference to the Foundation's Chairman and the State Board) to further attempt to negotiate a new agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

- 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 Foundation's Chairman and the University's President. If the Foundation's Chairman and University's President cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and the Foundation 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 Foundation. Upon dissolution of the Foundation, it shall transfer the balance of all property and assets of the Foundation in a manner consistent with its Articles of Incorporation, which state that in the event of dissolution of the Foundation, "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 [Foundation] from any source, after the payment of all debts and obligations of the [Foundation], 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 disposed of shall be distributed for one or more exempt purposes within the 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 a 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 as required by the then applicable State Board policy (Section V.E.) and as 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.
- H. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, whenever documents are to be provided to the Foundation or whenever 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.
- 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 Foundation:

Executive Director University of Idaho Foundation, Inc. 714 W. State Street, Suite 240 Boise, Idaho 83702

- J. *No Joint Venture*. At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.
- K. *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.
- L. *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 to 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.
- 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 subsections (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. Specifically, this Agreement continues and replaces the Operating Agreement entered into on August 31, 2009 by the Parties. Furthermore, this Agreement eliminates the First Addendum to Operating Agreement entered into on August 31, 2009, by the Parties, inasmuch as the transition period described therein has passed and the actions described therein have taken place.

University of Idaho
By: Its: President
University of Idaho Foundation, Inc.

By:_______
Its: Chairman

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement on the above specified date.

Exhibit A

SBOE Policy Section V.E 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.

- 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

- 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

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.

- 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:
 - 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 reapproval. 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

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.

- 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

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.

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

- 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.

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.

Exhibit B

FY 2016 Loaned Employee Agreement Template

AGREEMENT FOR LOANED EMPLOYEE UNIVERSITY OF IDAHO/UNIVERSITY OF IDAHO FOUNDATION, 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 FOUNDATION, INC. a nonprofit corporation ("UIF") and is effective the xx day of June, 2015.

BACKGROUND

- A. UIF has asked University to make certain staff members available to fulfill various staffing requirements for UIF's day-to-day operations.
- B. University has agreed to loan its employee, Robert Weis ("Loaned Employee"), to UIF to act in the capacity of **Executive Director, University of Idaho Foundation, Inc.** for UIF pursuant to the terms of this Agreement.

AGREEMENT

The parties agree as follows:

1. Relationship between Loaned Employee and University.

- **a.** <u>Status.</u> At all times under this Agreement, Loaned Employee shall be an <u>exempt, fiscal year</u> employee of the University subject to all applicable policies and procedures of the Regents and the University. UIF 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 UIF. Only University may terminate the employment of Loaned Employee. Notwithstanding the foregoing, UIF 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 UIF 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 **5 000** 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 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. UIF shall pay University for this cost as provided in Section 3 below.

- **c.** <u>Travel Expenses</u>. University shall reimburse directly to Loaned Employee costs incurred for UIF travel that is approved in advance by the UIF or the University. UIF shall pay University for this cost as provided in Section 3 below.
- d. No Prohibition on Leasing Employee to UIF. University represents and warrants to UIF 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 UIF 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 UIF harmless from any breach of the foregoing representations.

2. Relationship between UIF and Loaned Employee.

- **a.** <u>Supervision</u>. Loaned Employee will work full time under the supervision and direction of the UIF Board of Directors. Loaned Employee will report directly to UIF President or her/his designee, who shall determine her/his duties to perform work for UIF.
- **b.** <u>Performance Evaluations</u>. UIF 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. UIF 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 UIF and University.

- **a.** <u>Lease of Loaned Employee</u>. During the term of this Agreement, so long as Loaned Employee is employed by University, University shall make available to UIF 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 UIF, nor shall University be considered a contractor of UIF.
- b. <u>University to Provide Salary and Benefits</u>. As indicated above, University shall provide Loaned Employee with a fiscal year salary rate of **\$000** 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 UIF harmless for the payment of all items set forth in this 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 UIF. UIF 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, UIF 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.
- 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, UIF will conduct an annual review of Loaned Employee. UIF 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, UIF 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 UIF policies and procedures and applicable law. If UIF makes such a determination, UIF 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 UIF is discontinuing the services of Loaned Employee.
- e. <u>Indemnification by UIF for Acts of Loaned Employee</u>. University shall have no liability to UIF 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 UIF. UIF 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 UIF or others) arising out of or in connection with the activities of the Loaned Employee performed on behalf of or at the direction of UIF. 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) UIF 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 as if Loaned Employee were an employee of UIF. UIF shall notify University within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. UIF shall indemnify, defend, and hold University

harmless from any claims or losses resulting from UIF's failure to company 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 UIF 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 UIF harmless from any claims or losses resulting from University's failure to comply with any applicable employment discrimination laws.

4. General Terms

- a. <u>Term, Termination</u>. The term that University shall lease Loaned Employee to UIF shall extend to <u>June xx, 2016</u>, 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:
 - Notice to University Due to Loaned Employee Performance Problems. Pursuant to Section 3(d) above, UIF 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 UIF makes such a determination, UIF 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 UIF is discontinuing the services of Loaned Employee.
 - 2) <u>Termination in the Event of Default</u>. Either party may terminate the lease of Loaned Employee by University to UIF 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) <u>Discontinued Employment of Loaned Employee by University</u>. The lease of Loaned Employee to UIF shall automatically terminate if Loaned Employee is no longer an employee of University for any reason.

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 UIF is under no obligation to extend the term of this Agreement for a new term, however, (in order to be consistent with University polices which call for at least 60 days' notice if the University will not renew the Loaned Employee's employment agreement) in the event the UIF

determines that it will not agree to an extension of the term of this Agreement the UIF 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.** <u>No Third Party Beneficiaries</u>. 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.** <u>Notice</u>. 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 UIF:

University of Idaho Foundation, Inc. Phone: (208) 885-4000 Chairman Fax: (208) 885-4040

875 Perimeter Drive MS 3413 Moscow, ID 83843-3413

To the University:

University of Idaho Phone: (208) 885-6365 Office of the President Fax: (208) 885-6558

P.O. Box 443151

Moscow, ID 83844-3151

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.** <u>Waiver</u>. 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.
- **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.** <u>Assignment</u>. Neither party shall assign this Agreement without the prior written consent of the other.
- **h.** <u>Amendments</u>. This Agreement may not be modified or amended except by an agreement in writing signed by both of the parties.
- **i.** <u>Acknowledgment by Employee</u>. This Agreement shall not be effective until it is executed by University and UIF and acknowledged by Loaned Employee pursuant to the signature blocks below.

Signature page follows.

The parties have executed this Agreement effective	re as of the date set forth above.
UNIVERSITY OF IDAHO	UNIVERSITY OF IDAHO FOUNDATION, INC.
Chuck Staben, President	Richard Allen, Chairman
Acknowledgment by Loaned Employee:	
Loaned Employee, by his or her signature below, as University and UIF and agrees that he or she is an pursuant to the terms of this Agreement. Loaned E 'loaned employee' pursuant to all state workma Employee acknowledges and agrees that in the even workman's compensation insurance held for the be Employee will be precluded from recovering dama applicable state workman's compensation laws.	employee of the University that is loaned to UIF imployee further acknowledges that he or she is a n's compensation laws. Accordingly, Loaned ent of any work-related injury that is covered by the enefit of Loaned Employee by University, Loaned
Name: Insert	

Exhibit C

2011-0321 Signed Service Agreement

UNIVERSITY OF IDAHO AND UNIVERSITY OF IDAHO FOUNDATION, INC.

SERVICE AGREEMENT

This Service Agreement ("Agreement") made this <u>Alst</u> day of <u>March</u>, 2011 between the University of Idaho ("University") and the University of Idaho Foundation, Inc., an Idaho nonprofit corporation ("Foundation").

RECITALS

- A. The University and the Foundation are parties to that certain Operating Agreement dated August 31, 2009 (the "Operating Agreement.")
- B. The Operating Agreement states that the University will provide certain services to the Foundation 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. <u>UNIVERSITY OBLIGATIONS TO PROVIDE SERVICES/FACILITIES TO</u> FOUNDATION

- A. Office Space and Furnishings. The University grants to the Foundation continued permission to use current office space located in Moscow, Idaho at Mary Forney Hall and in the Boise GAR building located at 714 W. State Street, Boise, Idaho, 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 Foundation. 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. <u>Technology Support</u>. The University will provide the Foundation 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 Foundation. The University will provide the Foundation with technology support for the computing systems and the computers and other technology equipment provided the Foundation, all in the same fashion as provided for similar University operations.
- C. <u>Operational Services</u>. The University will provide the Foundation 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 relevant and necessary to the business and purpose of the Foundation, all in the same fashion as provided for similar University operations.

- D. <u>Constituent Records</u>. On a regular basis, the University will transfer to the Foundation, 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 Foundation in carrying out its mission. The University shall retain for its own purposes data and records needed to fulfill its mission.
- E. <u>Access to Information</u>. In connection with carrying out the University's obligations set forth above, the Foundation 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 Foundation's Confidentiality Policy attached as Exhibit A:
 - 1. Access to and reports from the Foundation's donor records; and,
 - 2. Financial information about the status of donor funds and fund raising projects.
- F. <u>Additional Staff Services</u>. In addition to employees who are loaned to the Foundation by the University pursuant to the terms of any written loaned employee agreements, the University will provide staffing services as agreed to by the parties and requested by the Foundation.

The University and the Foundation acknowledge that they are in a transition period in implementing separate University and Foundation operations under the policies of the State Board of Education and Board of Regents of the University of Idaho. During the term of this Agreement, the Parties will continue to examine the efficacy of the operations under the structure set out in this Agreement and determine needed changes, including possible loaning of additional employees of the University to the Foundation to perform some or all of the service functions to be performed by University personnel hereunder. If any or all of these employees shall become loaned employees of the University to the Foundation, the Foundation 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 Foundation, and the University shall have the sole and exclusive control over the terms and status of their employment.

G. <u>Accounting of Foundation Expenses</u>. 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 Foundation to be fully reimbursed by the Foundation no less often than annually with only minimal balances at June 30 each year.

II. FOUNDATION OBLIGATIONS TO PROVIDE SERVICES/FACILITIES TO UNIVERSITY

A. The Foundation will provide asset management and investment services to the University to optimize resources available to the University from private gifts and endowments managed by the Foundation. The Foundation will be paid by a series of mechanisms which have been agreed upon by the University and the Foundation as

outlined in the Gift Assessment and Fees Policy adopted by the Foundation on May 1, 2007.

- B. The Foundation may provide to the University additional support for fundraising activities or other initiatives as requested by the University President.
- III. <u>PAYMENT BY FOUNDATION TO UNIVERSITY</u>. In consideration of the services and facilities provided by the University to the Foundation pursuant to this Agreement, the Foundation shall pay the following:
 - A. Fiscal Year 2011: For the University's fiscal year 2011 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 \$289,494.
 - B. Fiscal Year 2012 and beyond: Prior to the end of fiscal year 2011, the parties will agree upon a budget for fiscal year 2012 for the items described in III. A. above, based on the operational results of fiscal year 2011 and the anticipated needs of the Foundation for fiscal year 2012. This budget will be reduced to writing and set out the amounts and timing for payment of the budgeted amounts by the Foundation 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 Foundation: Shall be as set forth in the terms of any loaned employee agreement between the parties.

IV. RELATIONSHIP OF PARTIES/CONFIDENTIALITY

- A. <u>Separate Status</u>. 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 Foundation 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. The Foundation's mission includes the management and distribution of private support to enhance the growth and development of the University. At all times and for all purposes of this Agreement, the University and the Foundation shall each act in an independent capacity and not as an agent or representative of the other.
- B. <u>Confidentiality</u>. 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 Foundation's Confidentiality Policy and shall instruct its agents and employees that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under the Operating

Agreement or the Confidentiality Policy, the University's access to any Foundation information shall not include any donor specific data of the Foundation such that would provide individually identifiable information about donors or their donations to the Foundation. The Foundation's donor database and all other data, materials and information of the Foundation and the University pertaining to past, current or prospective donors, are proprietary to the Foundation and the University respectively and constitute confidential information and trade secrets. The Foundation 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.

V. <u>MISCELLANEOUS</u>

- 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 August 31, 2009, 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 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 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.

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:

FOUNDATION:

President

University of Idaho

Date: March 21,2011

Jeffry L. Stoddard, Chairman

University of Idaho Foundation, Inc.

Date:

Nancy McDaniel, Executive Director University of Idaho Foundation, Inc.

Date: 3/9/11

EXHIBIT A

University of Idaho Foundation, Inc.

Confidentiality Policy
April 30, 2010

The University of Idaho Foundation, Inc., an Idaho nonprofit corporation (the Foundation), owns certain confidential and proprietary information. This information includes, without limitation, the following:

- 1. Certain biographic and gift/pledge information concerning past, current, and prospective donors, alumni, and friends of the Foundation, including without limitation their identities, donor histories, personal or corporate financial information, salaries and other income, family information, asset holdings, and any other personal information;
- 2. Business plans, fund-raising plans, development plans;
- 3. Information concerning Foundation employees (including employees that are loaned from the University), such as work history, compensation, and personnel files;
- 4. Financial information concerning the Foundation's business, including cost information, pricing, profits, accounting information, investment returns; and
- 5. Formulas, patterns, compilations, programs, computer programs, devices, methods, techniques, or processes used by the Foundation.

These records are the proprietary and confidential information of the Foundation. They are also the "trade secrets" of the Foundation as defined by applicable trade secret laws. The information in these records has significant economic value to the Foundation and would have value to third parties if known to them. In addition, confidentiality is often a factor in a donor's decision to make a gift to the Foundation. These records may exist in either or both written or electronic form.

These records, which contain highly sensitive information, may be maintained from time to time on the University's alumni/donor database (BANNER) and accounting database (BANNER) or in other forms and locations owned or controlled by the Foundation.

Please note that because it is a private entity, the Foundation is not subject to state public records and public meetings laws which may apply to the University of Idaho.

The Foundation requires its employees, loaned employees, volunteers, and others accessing the Foundation's information to keep it confidential. As an authorized recipient of the Foundation's confidential information defined above, the Foundation requires your compliance with the Foundation's Policy on Confidentiality which is as follows:

- 1. You will keep the data confidential at all times, regardless of whether you are a current or former employee or other agent of the Foundation and/or the University.
- 2. You will use the data only for legitimate Foundation business for which you are explicitly authorized.
- 3. You will not exhibit or divulge the contents for any record (written or electronic) to any person except in the conduct of your work assignment.
- 4. You will not erase or modify a data record or data entry from any record, report or file except in the performance of your assigned duties.
- 5. You will report security and privacy violations.

- 6. You understand that BANNER's user ID's and associated passwords are highly confidential and are not to be shared, communicated, or made accessible to anyone.
- 7. Any requests by the media for donor information or any other information concerning the Foundation should be forwarded to the Foundation's Executive Director immediately upon receipt.
- 8. Sensitive information such as a donor's will, trust instrument, or financial information should not be copied or provided to University personnel unless authorized by the donor. To the extent possible, such information should be maintained as a single copy in the files at the Foundation Financial Office.
- 9. When assisting in the completion of a gift agreement to be signed by a donor, staff should be mindful of the sensitive nature of the information. Personnel should not provide tax, legal or accounting advice to donors.

By signing your name below, you acknow with the terms for use outlined within.	vledge receipt o	f this policy and agree to comply
Signature:	Date:	Department:

5045502_2.DOC

Exhibit D

2016-03-16 UIF Investment Policy

Policy: Investment

Section: Investment

Number: 1

Recording Date: First Adopted November 18, 1995, Amended March 8, 1996, October 25, 1997, March 13, 1998, September 30, 2000, April 20, 2001, October 17, 2003, September 16, 2005, January 25, 2008, May 31, 2013, September 12, 2014, March 11, 2016

Committee: Investment Committee

BACKGROUND:

On September 17, 1970, The University of Idaho Foundation, Inc. (Foundation) was incorporated under the laws of the State of Idaho as a non-profit organization exempt from Federal tax under section 501(c) (3) of the Internal Revenue Code. The Foundation is governed by a Board of Directors. The Foundation's sole purpose is to support the University of Idaho (University) by the means at its disposal with an emphasis on soliciting financial support for the University and managing and investing the securities, monies and real and personal property it receives from such sources, and to expend its resources, beyond that required to cover the costs of its operation, to and for the benefit of the University.

The University is governed by the Regents of The University of Idaho (Regents) and is a constitutional corporation organized and existing under and by virtue of the Constitution of the State of Idaho. The University is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, as an educational organization.

The Consolidated Investment Trust (CIT) was established by the Regents in July 1959, when the assets of 25 individual endowments having a combined market value of \$441,460 were pooled for investment purposes only and in return were issued unit participation shares in an investment account called the CIT. The purpose for creating the CIT was to provide a well-managed, diversified investment vehicle owned entirely by endowments.

Effective July 1, 1975, the Regents transferred the assets of the CIT to the Foundation. Upon accepting the CIT, the Foundation Board of Directors established an Investment Committee and charged it with the responsibility of monitoring and guiding the CIT's investment policy.

Article I. University of Idaho Foundation, Inc. Investment Policy

INTRODUCTION: The Foundation Investment Committee developed this policy through careful study and consideration of the returns and risks associated with alternative investment strategies in relation to the current and projected income needs of University and Foundation activities which are supported by the endowments. The policy provides a structure within which the funds may be managed to achieve the long term investment and financial objectives of all pooled endowment funds. The Foundation is committed to ensuring the assets of the pooled endowment funds are fully diversified and are managed efficiently and prudently by qualified investment personnel.

Because of the perpetual nature of endowments, decisions with regard to investment management and performance of all pooled endowment funds must focus on longer-term goals and objectives which safeguard the purchasing power of the endowment principal and provide a relatively predictable and growing stream of annual distributions which support the education, research, and service missions of the University.

OBJECTIVES: The specific objectives of all pooled endowment fund investments are to:

- 1. Provide a regular and reliable source of funding to meet the goals and objectives of the endowments which own pooled endowment fund unit participation shares,
- 2. target a longer-term asset allocation that should reasonably provide an expected total rate of return of five percent (5%) greater than the rate of inflation as measured by the Consumer Price Index (CPI), net of fees, with a targeted annualized standard deviation similar to a simple blend of 70% global stocks (MSCI All Country World Index, net)/30% Bonds (Barclays Aggregate) portfolio.
- 3. Maintain or increase the purchasing power of the corpus after withdrawals are taken, and
- 4. Keep in perspective the longer-term (ten years or longer) investment objectives when evaluating interim fluctuations. It is recognized that the 5.0% real return objective is challenging and may be difficult to attain in every ten-year period, but the Fund will seek to achieve the objective over a series of ten-year periods. It is also recognized that given the static nature of this objective, it is not directly related to market performance; this reinforces the view that success or failure in achieving this objective should be evaluated in the context of the prevailing market environment and over the long term.

SPENDING POLICY: An endowment spending policy determines how the endowment payout amount will be calculated, including how much of the total return will be distributed to support the purposes of the endowment and how much will be reinvested. It is the intent of the Investment Committee to achieve a balance between the endowment growth objectives and stability in distribution. The Investment Committee will review spending assumptions annually for the purpose of determining changes, if any, may consider past spending and asset allocation into its current spending decision. The current spending policy is attached hereto as Appendix A.

ASSET ALLOCATION POLICY: The Committee recognizes that the strategic allocation of Portfolio assets across broadly defined financial categories and subcategories with varying degrees of risk, return, and return correlation will be the most significant determinant of long-term investment returns and Portfolio asset value stability.

- 1. The Committee expects that actual returns and return volatility will vary from expectations and return objectives across shorter periods of time. The Investment Committee retains flexibility to make periodic changes to the asset allocation. At least annually the Investment Committee will review the target allocations and allowable ranges. The Investment Committee expects to make major changes only in the event of material changes to the CIT, to the assumptions underlying CIT spending policies, and/or to the capital markets and asset classes in which the Portfolio invests.
- 2. The asset allocation will start with four major categories: 1) Equity (including public equity and private investments), 2) Debt, 3) Alternatives (e.g., commodities or hedge funds) and 4) Cash. The expected role of equity and alternative investments will be to reflect the longer-term real growth of Portfolio assets, while the role of debt and cash investments will be to reduce volatility at the total portfolio level, and provide relatively stable or appreciating asset values to support near-term liquidity needs in the event of sudden or protracted declines in equity and alternative investments.

The longer-term strategic asset allocation guidelines will be determined by the Investment Committee including: 1) the selection of asset categories, i.e., domestic and international debt and equity, real estate, private equity, other alternative investments and cash and/or cash equivalents; and 2) the target allocation percentage of the total portfolio and an allowable range for each asset category. Once the asset allocation has been determined by the Investment Committee, the selection of individual investments within each class is the responsibility of the investment managers. The asset allocation will be reviewed at least annually by the Investment Committee and reported to the Foundation Board. The current asset allocation policy is attached hereto as Appendix B.

Article II. Investment Management

Foundation Board of Directors: With regard to investment policy, the board is responsible for establishing the duties of the Investment Committee and for approving investment policies based on recommendations by the Investment Committee.

Investment Committee: The Investment Committee is responsible for managing the investment process in a fiscally responsible and prudent manner while implementing strategies designed to achieve the investment objectives listed above. The Investment Committee shall establish strategies to implement the approved Investment Policy including selection of acceptable asset classes, definition of target allocations and allowable ranges in each asset class and by individual investment managers and investment performance expectations.

The Investment Committee is a standing committee of the Foundation. It generally meets three or four times a year with the staff from the University of Idaho Foundation, Inc. Membership of the Investment Committee shall be structured to assure investment acumen, continuity and opportunities for service.

The Investment Committee shall consist of a minimum of seven voting members including the Chairman and Vice Chairman of the Foundation. The Director of Finance of the Foundation, the Executive Director of the Foundation, and a University of Idaho College Dean shall be included as non-voting members. Additional committee members shall be appointed by the Foundation's Chairman and approved by the Foundation Board of Directors. The chairman of the committee shall be appointed by the Foundation's Chairman and approved by the Foundation Board of Directors.

The primary responsibility of the Investment Committee is to oversee and provide guidance for the investment of Foundation assets. Its major responsibilities are:

- 1. Recommending investment goals and objectives to the Board of Directors.
- 2. Establishing investment policy (asset allocation, spending policy, and level of risk).
- 3. Selecting and hiring investment managers and reviewing their performance.
- 4. Establishing performance measurement criteria for investment managers and the overall portfolio.
- 5. Terminating investment managers.
- 6. Selecting, hiring and terminating investment advisory consultants.

The Chair of the Investment Committee may periodically convene Subcommittee calls in advance of full Committee meetings to set agenda priorities and vet investment advisor recommendations before they are presented to the full Committee at regular meetings. Subcommittee meetings can also be called to review major market and portfolio changes between Committee meetings, as appropriate.

The University of Idaho Foundation, Inc. office is responsible for the day-to-day stewardship of all funds and/or finances of the Foundation.

The Foundation has the responsibility to comply with: applicable state and federal laws and regulations; donor requirement; Regents' regulations and requirements; University of Idaho policies and procedures; generally accepted accounting and financial management principles; the Foundation's Articles of Incorporation and the Foundation's by-laws.

Specifically with regard to the investment responsibilities, the Foundation's Director of Finance will oversee the administration and support of those functions essential to sound financial management of all Foundation funds, including pooled endowment funds, such as fiscal planning, budgeting, receipting and disbursing of funds, and investing/managing assets to include custodial and accounting functions. Further, the Investment Subcommittee delegates authority to the Director of Finance, without a Committee vote, for rebalancing transactions among existing CIT managers, as follows:

- 1. Should market movements cause any asset class to fall outside the allowable range listed in the Asset Allocation Policy (Appendix B) as of any quarter-end, the Director of Finance shall instruct the Foundation's Financial team to implement such rebalancing transactions among existing CIT managers to bring said asset class back into compliance with the allowable range within one month following quarter-end.
- 2. New contributions to the CIT should be applied to, and payments by the CIT withdrawn from, asset classes in such a way as to bring the CIT asset allocation closer to the policy targets set forth in Appendix B. Sourcing of cash for spending distributions may be effected by either foregoing the reinvestment of interest/dividends or by partial redemptions from funds.
- 3. No advance written notice to the Committee shall be required for the rebalancing transactions enumerated above, but the Foundation's Financial team shall report such rebalancing transactions to the Committee on at least a quarterly basis.
- 4. The Committee reserves the right to amend this protocol or rescind this authority delegated to the Director of Finance at any time for any reason.

The Foundation Board of Directors shall authorize specific individual(s) to endorse securities/stock or bond powers for sale, transfer, merger or other lawful purposes and to open or close brokerage accounts and accounts with commercial banks, as necessary to implement investment decisions and transact business in the name of and on behalf of the Foundation.

The Foundation's Financial team will, under the direction of the Investment Committee, provide and/or arrange for the following services: implementing manager transactions approved by the Investment Committee in an expeditious manner; conducting selection processes for investment management; review, assess, and present to the Investment Committee information about investment performance; analyze and present discussion agendas regarding modifications to the investment policy, especially the asset allocation policy and spending policy; negotiate the management fee structure; and provide desired accounting and reporting to the Investment Committee and Foundation Board of Directors.

Investment Managers: The pooled endowment funds will be managed by qualified investment management personnel/investment management organizations. The investment managers have discretion, within the guidelines set forth in this investment policy statement and any additional guidelines provided each manager, to manage the assets in each portfolio to best achieve the investment objectives established by the Investment Committee. The investment managers shall be responsible for implementing security selection and the timing of purchases and sales within the customized investment guidelines set forth in their Investment Management Agreement or Fund Documents.

Investment Managers – General Guidelines: These guidelines shall apply to all investments and investment managers, unless addressed otherwise by the Investment Committee in Investment Management Agreement (IMA) or Fund Documents.

- 1. All managers shall have discretion to invest in cash reserves; however, managers will be evaluated on total funds investment performance.
- 2. Mutual funds and other pooled asset portfolios are acceptable investment vehicles provided they conform to all other requirements and restrictions.
- 3. Public equity holdings shall be limited to readily marketable securities of corporations that are constituents of the MSCI All Country World Investable Market Index. Preferred and convertible preferred stocks may be held as allowed in the respective IMA or Fund prospectus. Publicly traded Real Estate Investment Trust (REIT) shares may be held and are considered part of the allocation to stocks.
- 4. Equity and debt managers holding non-U.S. dollar denominated securities are permitted to employ currency hedging strategies.
- 5. Debt investments shall be marketable securities which may include, but not necessarily be limited to U.S. Treasury, federal agencies and U.S. Government guaranteed obligations, sovereign debt, and domestic and foreign corporate issues, mortgage pass-through and collateralized debt obligations (ABS). The average overall rating of the debt investments will be at least "Baa/BBB" as measured by a nationally recognized rating agency. In cases where the yield spread adequately compensates for additional risk, Baa or BBB and below and non-rated securities may be purchased. However, no more than 30% of the holdings shall be in securities whose credit rating is less than Baa- or BBB-.
- 6. Cash equivalent reserves shall consist of cash instruments having a quality rating by at least one rating agency of A-2, P-2 or higher, maturing in 360 days or less.
- 7. Financial options and futures, currency forwards and contracts and other derivative securities may be employed in defensive and hedge strategies undertaken to preserve principal.
- 8. Unless specifically authorized in the IMA or Fund documents an investment manager shall not use derivatives to increase portfolio risk above the level that could be achieved in the portfolio using only traditional investment securities. Moreover, an investment manager will not use derivatives to acquire exposure to changes in the value of assets or indexes that, by themselves, would not be purchased for the portfolio.

DIVERSIFICATION: Diversification across and between assets classes is the primary means the Investment Committee expects to create an investment portfolio that can withstand the expected capital market volatility. Consistent with the desire for reduced volatility, the diversification policy is based on the assumption that the volatility of the combined equity portfolios will be similar to that of the overall equity market. Debt portfolio durations may vary from the larger debt market as the Investment Committee makes the determination to increase or reduce the level of interest rate exposure. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration

of holding in individual issue, investment manager and asset class as outlined in the following guidelines.

- 1. Not more than 5% of the total equity portfolio valued at market may be invested in the common stock of any one corporation.
- 2. Debt securities of any one issuer shall not exceed 5% of the market value of the total bond portfolio at the time of the purchase (except U.S. Treasury or other federal agency issues).
- 3. With the exception of passively managed portfolios, not more than 20% of the total portfolio may be invested in any one investment fund or pool.
- 4. With the exception of passively managed portfolios, not more than 30% of the total portfolio may be invested with any one investment manager regardless of the number of funds with that manager.

Voting of Proxies: The Investment Managers shall vote shareholder proxy ballots. Execution of Security Trades: The Investment Committee expects the purchase and sale of securities by investment managers to be made in a manner designed to receive the combination of best price and execution.

Article III. Monitoring and Evaluation:

Overall Portfolio: This will entail a review of the investment objectives. Investment performance will be reviewed annually to determine the continued feasibility of achieving the investment objectives and the appropriateness of the investment policy for achieving these objectives.

It is not expected that the investment policy will change frequently. In particular, short-term changes in the financial markets should not require any adjustment in the investment policy.

Managers: The Foundation's Director of Finance will provide monthly investment activity reports to the Investment Committee, including a breakdown by each investment manager. The Investment Committee shall meet on a periodic basis with the Foundation's investment advisory consultant (if applicable) and Foundation staff to review total assets and individual manager performance. Performance reviews will focus on:

- 1. Comparison of managers' results to funds using similar policies (in terms of diversification, volatility, style, etc.).
- 2. Adherence to asset allocation and diversification policy guidelines.
- 3. Material changes in the manager organizations, such as investment philosophy, personnel changes, acquisitions or losses of major accounts, etc.
- 4. Evaluation of manager, asset class and portfolio performance on a three-, five- and ten-year investment horizon (along with monitoring of performance for quarterly and annual periods).

5. Evaluate performance relative to an appropriate performance benchmark that reflects the investment objective of each investment portfolio.

Performance Expectations: The most important performance expectation is the achievement of long-term investment results that are consistent with this Investment Policy Statement. The CIT will be compared to a blended benchmark that represents the target asset classes. The CIT is expected to meet or exceed the passive policy benchmark over a majority of rolling three, five and ten-year horizons. Implementation of the policy will be directed toward achieving this return and not toward maximizing return without considering the risk.

Article IV. ACCOUNTING AND REPORTING

In addition to retaining competent investment managers, essential elements of a successful portfolio include proper accounting, investment activity reporting, performance reporting and internal activity reporting.

Annual Audit:

- 1. The accounting records for the pooled endowment funds will be maintained in conformity with generally accepted accounting principles and reporting standards, and will be audited annually by the same independent external auditors who audit the Foundation's financial statements.
- 2. The annual audited financial statements and auditor's letter to management will be presented at the Foundation's annual meeting.
- 3. The internal controls utilized by the Foundation will be adapted to meet the needs of all pooled endowment funds and will be routinely reviewed by external auditors for appropriateness.

Investment Pool:

- 1. Endowments which own pooled endowment fund unit participation shares will be separately accounted for -- each will have their own separate fund identification and subaccounts which detail uninvested cash, fund balance invested in a pooled endowment fund, and total fund balance.
- 2. Endowments which have cash available for investing in a pooled endowment fund will be allowed to purchase unit participation shares at their fair market value on the first day of each month.
- 3. The fair market value of a unit participation share will be determined as of the close of business on the last working day of each month. The share value will be determined by valuing the pooled endowment fund's portfolio at market and dividing that market value by the number of permanent unit participation shares outstanding.

- 4. The pooled endowment fund's annual spending distributions will be made based on the number of distribution unit participation shares owned by each endowment.
- 5. The Foundation's Director of Finance and Financial Staff will ensure idle cash is fully invested until needed for distributions at year end, and for transfer to a pooled endowment from individual endowments to purchase unit participation shares.
- 6. The Foundation will receive all broker/custodial confirmations for purchases and sales of securities and ensure that (1) purchases are paid in a timely manner, (2) sales proceeds are received and immediately deposited in a Foundation brokerage/custodial or bank account and invested, (3) the financial records properly reflect all purchases and sales, and (4) sales and purchase commissions are reasonable.

Investment Management:

- 1. The Foundation will monitor investment activity and determine whether or not current established portfolio investment parameters are being followed.
- 2. The Foundation will receive monthly broker/custodial statements and reconcile detail shown thereon to the financial and investment records.
- 3. The Foundation will record all interest and dividend payments and ensure they are (1) the proper amount, (2) properly recorded on the financial records.
- 4. The Foundation will maintain a detailed schedule of investments to ensure that all dividends and interest are, in fact, received when due, and that the exact location of all investments is known at all times.
- 5. The Foundation will ensure accurate and timely investment data is submitted to an independent funds evaluation firm so that firm can prepare investment performance reports.
- 6. The Foundation will ensure that accurate and timely Investment Activity Reports are prepared for use by Investment Managers, Investment Committee and others.
- 7. The Foundation will prepare accurate and timely monthly valuations of the pooled endowment fund portfolios and calculate the value of a unit participation share.
- 8. The Foundation will ensure that endowments which have cash available for the purchase of pooled endowment fund unit participation shares have that cash transferred to the appropriate pooled endowment fund in a timely manner, and that the investment manager is aware of the amount of new money available for investment.
- 9. The Foundation will approve all operating expenses associated with the operation of all pooled endowment funds and initiate action to ensure said expenses are paid in a timely manner and properly recorded on the financial records.

TAB 1 Page 74

Appendix A **Spending Policy**

Recording Date: Spending Policy reaffirmed as of 11/13/15, effective for FY 7/1/16-6/30/17

The CIT distribution to the University of Idaho for expenditure in support of students through scholarships, academic programs and other objectives as specified by each endowment's guidelines is calculated in accordance with the spending rate approved annually by the Foundation's Board of Directors:

• 4.40% spending rate

• 36 month rolling average

Begin Date: July 1, 2012End Date: June 30, 2015

CONSENT - AUDIT

Appendix B Asset Allocation Policy

Recording Date: Asset Allocation Policy approved on 11/12/15, effective retroactively to 6/1/15

Asset Class	Policy Target	Allowable Ranges		
		Min	Max	Policy Benchmark
Equity	70%	65%	75%	
U.S. Equity	28%	18%	38%	Russell 3000
Developed International	20%	12%	28%	MSCI EAFE
Emerging Markets	7%	5%	10%	MSCI EM (net)
Inflation-Sensitive Equity	5%	0%	10%	MSCI ACW Commodity Producers
Private Investments	10%	5%	15%	MSCI ACWI (net)
Fixed Income and Cash	30%	25%	35%	
Core Fixed Income	15%	10%	20%	Barclays Aggregate
Treasuries	5%	3%	7%	Barclays 5-10 Yr Treasury Bond Index
Inflation-Linked Bonds	5%	3%	7%	Barclays US TIPS
Cash	5%	2%	8%	Citi 3-month Treasury Bill
	100%	_		
Macroeconomic Hedges Inflation-Sensitive (Inflation-Sensitive Equity, Inflation-Linked Bonds & Cash)		min. 10%	(no max.)	

Inflation-Sensitive (Inflation-Sensitive Equity, Inflation-Linked Bonds & Cash)

Deflation-Sensitive (Treasuries & Cash)

min. 10% (no max.)

Indexed Investments (as % of asset class composite)

U.S. Equity 35%-50%

Developed International 50%

Emerging Markets 33%

Policy Index

A blend of Policy Benchmark returns weighted at the Policy Target percentages

Marketable Assets Policy Index

A blend of Policy Benchmark returns weighted at the Policy Target percentages, excluding the target/benchmark for Private Investments

Simple Risk-Equivalent Index

Over full market cycles, this Policy Portfolio is expected to exhibit volatility similar to or less than that of a Simple Index of 70% global stocks (MSCI ACWI, net) / 30% bonds (Barclays Aggregate).

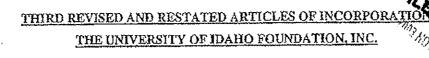
Liquidity Guidelines

No new Private Investment commitments while:

- (1) Private investment NAV > 15% of total assets
- (2) Private investment NAV + unfunded commitments > 20% of total assets

Exhibit E

UIF Articles of Incorporation and Amendments



ARTICLE I

Name and Address

The name of this corporation is:

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

The registered agent, location, and post office address of the registered and principal of

fice of the Corporation is:

Executive Director
University of Idaho Foundation, Inc.
1106 Blake Street
PO Box 443150
Moscow, Idaho 83844-3150

ARTICLE II

Not for Profit

The Corporation is a nonprofit corporation under the Idaho Nonprofit Corporation Act. The Corporation is not formed for pecuniary profit. No part of the income or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except to the extent pennissible by law and except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

ARTICLE III

Тепп

The term of the Corporation is perpetual.

ARTICLE IV

Purposes

The Corporation is organized, and shall be operated exclusively, for the following purposes: to exercise all of the rights and powers conferred by the laws of the state of Idaho upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease, charitable trusts, life estates, or any other method of transferring any property of any sort or nature, without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease,

THIRD REVISED AND RESTATED ARTICLES OF INCORPORATION, THE UNIVERSITY OF IDAHO FOUNDATION, INC.
Revised October 2003

1

mortgage, convey, option, donate, or otherwise dispose of such property and the income, principal, and proceeds of such property for the benefit of the University of Idaho. 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 or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provision of any future federal tax code (hereinafter "Internal Revenue Code"), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

ARTICLE V

Trusts and Trust Funds

Notwithstanding the provisions of Article IV, any donor or testator may direct that his or her gift shall be held in such charitable trusts as may be specifically designated by said donor or testator and in such case his or her intentions shall be carried out by The University of Idaho Foundation, Inc. (hereinafter "Foundation"). Donors or testators may give a principal sum to the Foundation for the benefit of said Foundation, and provide that the income thereof shall be payable to the donor during his or her life, or that it shall be paid to a beneficiary or beneficiaries named by him or by her for life, or for some other period of time, and that after the termination of the estate or estates so provided, the income or principal shall be disbursed as part of the unrestricted income or principal of said Foundation in accordance with Article IV or for such charitable purposes as the donor or testator may specify in accordance with this Article V.

If the members of the Foundation by the vote of ninety percent (90%) of the members shall at any time declare that the purposes of any gift made pursuant to this Article V have become (1) unnecessary, undesirable, impracticable, or impossible of fulfillment, or (2) if any beneficiary to which the income or principal of any gift shall be provided to be paid shall have become nonexistent or shall have ceased its activities, or (3) if for any other reasons the application or applications provided by the said donor or testator shall have become impossible, impracticable, unnecessary, or undesirable, the Foundation shall apply such gift to the purposes set forth in Article IV. The determination of the members that such purposes have become unnecessary, undesirable, impracticable, or impossible of fulfillment shall be binding and conclusive upon all persons.

The Foundation may accept appointments by any court of competent jurisdiction as trustee to hold any fund or funds under the terms of these articles.

ARTICLE VI

Comminging of Funds

In the absence of any provisions expressing the intention of the donor or testator to the contrary, the Foundation shall be authorized to mingle any property given to it under the terms hereof with other property given to it under the terms hereof without obligation to retain any gift as a separate fund, but any donor or testator may direct that his or her gift be held as a separate fund and may, if he or she so desires, designate such fund as a memorial fund in memory

THIRD REVISED AND RESTATED ARTICLES OF INCORPORATION, THE UNIVERSITY OF IDARIO FOUNDATION, INC.

Revised October 2003

of a particular person or event, and in such case the said fund shall be maintained as a separate fund forming a part of the said Foundation, under such name, if any, as may be properly designated therefor. The Foundation shall in any event be authorized to hold as a separate fund any gift which, in the discretion of the Foundation shall require segregation in order to carry out any specific provision expressed by the donor or testator, or which shall require such segregation or any other reason deemed sufficient by the Foundation.

Subject to any written agreement with the donor or testator to the contrary, if any fund, the income of which is directed by the donor or testator to be paid to any donor or other beneficiary, is commingled, the Foundation shall make available to pay to such donor or other beneficiary as income on such fund the average rate of return on such commingled funds.

If, at any time after such mingling of funds shall have taken place, it should thereafter for any reason be deemed by the foundation as desirable or necessary to separate any fund or funds, each fund so separated shall be considered to be that proportion of the value at the date of separation of the principal or income of the combined funds as the value at the date of such fund so separated shall bear to the total value of such combined funds at said last mentioned date plus any subsequent gifts valued as of the date thereof.

ARTICLE VII

Membership The membership of this Corporation shall consist of one or more classes of members as prescribed in the bylaws. The manner of acting and meeting procedures for the members shall be as prescribed by the bylaws of this Corporation.

ARTICLE VIII

Board of Directors

Management of the affairs of the Corporation shall be by the board of directors who may delegate to officers and to committees of their own number and such additional members from the general membership as the board may deem appropriate such of their powers as they see fit. Directors shall be selected by the members at the times stated in the bylaws, for such terms and in such manner as the bylaws prescribe.

ARTICLEIX

Officers

Officers shall consist of a president, one or more vice presidents, a secretary, and a treasurer. The president and vice presidents shall be selected from members of the board of directors but the secretary and treasurer need not be directors or members. Two (2) or more offices may be held by the same person except that the president may not be secretary or treasurer. Officers shall be selected by the board of directors at the times, for such terms and in such manner as the bylaws prescribe.

THIRD REVISED AND RESTATED ARTICLES OF INCORPORATION, THE UNIVERSITY OF IDARIO FOUNDATION, INC.

Revised October 2003

ARTICLE X

Dissolution

In the event of the dissolution of this Corporation, or in the event that 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 source, 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 the 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 a public purpose.

ARTICLE XI

Tax Exemption

It is the intent of the incorporators that this organization shall be incorporated as a taxexempt organization to which deductible gifts may be made pursuant to the terms of the Internal Revenue Code. To that end, this Corporation shall be subject to all the restrictions and requirements now or hereafter imposed by the United States Internal Revenue Code, any rules and regulations duly and properly promulgated in the application and interpretation of said Code with which compliance is required for qualification as a tax exempt organization. In particular, in any year in which this Corporation is a "private foundation," as that term is defined in the Internal Revenue Code, its income must be distributed at such time and in such manner as not to subject this Corporation to taxes under Section 4942, Internal Revenue Code, or in the regulations promulgated thereto, and the Corporation shall not engage in any act of self dealing as defined in Section 4941, Internal Revenue Code, or in the regulations promulgated pursuant thereto, and shall not retain any excess business holdings as defined in Section 4042(c), Internal Revenue Code, or under the regulations promulgated pursuant thereto, and shall not make any investments in such manner as to subject the Corporation to taxes under Second 4944, Internal Revenue Code, or in the regulations promulgated pursuant thereto, and shall not make any taxable expenditures as defined in Section 4945(d), Internal Revenue Code, or in the regulations promulgated pursuant thereto.

ARTICLE XII

Amendments

The articles of incorporation of this Corporation may be altered, amended, or newly adopted at any meeting of the members of the Corporation called for the purpose by majority of a quorum of the voting members present, in person or by proxy, provided that notice is sent to each member not less than ten (10) days prior to such meeting, and provided that a quorum is present. A majority of the voting members of the Corporation shall constitute a quorum for such purposes. Such notice shall state in a general way the nature of the proposed change.

Third revised and restated articles of incorporation, the university of idaho foundation, inc. Revised October 2003

ARTICLE XIII

Notice

Except as otherwise specified, whenever notice is required, it shall be in writing sent prepaid not less than three (3) days before the event if by electronic transmission and not less than six (6) days if by mail, addressed to the last known address. Notice may be waived either before or after a meeting.

Pursuant to the provisions of the Articles of Incorporation and Bylaws of The University of Idaho Foundation, Inc., an Idaho nonprofit corporation, and pursuant to the Idaho Non-profit Corporation Act, the qualified voting members of the Corporation duly noticed, approved, and adopted the within and foregoing third revised and restated articles of incorporation and all of the amendments therein contained, at a duly constituted meeting held on October 17, 2003.

Executed in triplicate effective October 20, 2003

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

By: Becretary

Spanne B. Carr, Secretary

ATTACHMENT 2

University of Idaho

Alumni Association

PO Box 443232 Moscow ID 83844–3232

Phone: 208-885-6154 Fax: 208-885-6975 alumni@uidaho.edu www.idahovandals.com

November 29, 2011

To Whom It May Concern:

This document is to confirm that the University of Idaho Alumni Association recognizes the University of Idaho Foundation as the official organization designated to receive gifts for the University of Idaho Alumni Association.

Signed

Steven Cl Johnson Executive Director

FILED EFFECTIVE

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SECRETARY OF STATE STATE OF IDAHO

ARTICLES OF AMENDMENT OF THE UNIVERSITY OF IDAHO FOUNDATION, INC.

Pursuant to the provisions of Title 30, Chapter 3, Idaho Code, The University of Idaho Foundation, Inc. adopts the following Articles of Amendment to its Third Revised and Restated Articles of Incorporation (the "Articles of Incorporation"):

FIRST: The name of the Corporation is The University of Idaho Foundation, Inc.

SECOND: The following Articles of the Corporation's Articles of Incorporation are amended to state as follows:

ARTICLE I.
Name and Address.

The name of this corporation is:

THE UNIVERSITY OF FOUNDATION, INC.

The registered agent, location, and address of the registered and principal office of the Corporation is:

Nancy McDaniel
714 W. State Street, Suite 240
Boise, Idaho 83702

ARTICLE V.
Trust and Trust Funds.

This Article shall be deleted.

No Members.

The Corporation shall have no members.

IDAHO SECRETARY OF STATE 02/04/2009 05 z 06 CK; NOME CT; 2185 BH; 1155540 1 0 38.00 = 38.00 NON PROF A 0 2 1 0 20.00 = 28.00 NON EXPEDI 0 3

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ARTICLE VIII. Board of Directors.

The affairs of the Corporation shall be managed by its Board of Directors. The Directors shall be elected by the existing Directors of the Corporation in the manner and for the term provided in the Corporation's bylaws.

ARTICLE IX. Officers.

The officers of the Corporation and their respective duties shall be as set forth in the Corporation's bylaws.

ARTICLE XI. Tax Exemption.

The Corporation was incorporated as a tax-exempt organization to which deductible gifts may be made pursuant to the terms of the Internal Revenue Code. To that end, this Corporation shall be subject to all restrictions and requirements now or hereafter imposed by the United States Internal Revenue Code, any rules and regulations duly and properly promulgated in the application and interpretation of said Code with which compliance is required for qualification as a tax exempt entity described in Section 170(c)(2) of the Code. In particular, in any year in which this Corporation is a "private foundation," as that term is defined in the Internal Revenue Code, its income must be distributed at such time and in such manner as not to subject this Corporation to taxes under Section 4942, Internal Revenue Code, or in the regulations promulgated thereto, and the corporation shall not engage in any act of self dealing as defined in Section 4941, Internal Revenue Code, or in the regulations promulgated pursuant thereto, and shall not retain any excess business holdings as defined in Section 4042(c), Internal Revenue Code, or under the regulations promulgated pursuant thereto, and shall not make any investments in such manner as to subject the Corporation to taxes under Section 4944, Internal Revenue Code, or in the regulations promulgated pursuant thereto, and shall not make any taxable expenditures as defined in Section 4945(d), Internal Revenue Code, or in the regulations promulgated thereto.

ARTICLE XII. Amendments.

The Board of Directors of the Corporation shall be authorized to amend these Articles and the Corporation's bylaws at a properly noticed special or regular meeting of the Board of Directors or by unanimous written consent of the Board of Directors.

THIRD: The date of the adoption of this amendment by the Members of the Corporation was the 30th day of January, 2009, in the manner prescribed by the Idaho Nonprofit Corporation Act. The number of members entitled to vote was 18. The number of members that voted for this amendment was 14, which was sufficient for

ARTICLES OF AMENDMENT - 2

approval of the amendment. The number of members that voted against this amendment was 0.

Dated the 30th day of January, 2009.

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

Bv.

Frances T. Ellsworth, Chairman

Bv.

4402521_3.DOC

ARTICLES OF AMENDMENT - 3

Exhibit F

UIF Bylaws

Policy: BYLAWS

Section: Executive

Number: 3

Resolution Recording Date: August 31, 2009, April 15, 2011, Second Amended and Restated,

November 2, 2012, Third Amended and Restated

Committee: Executive

THIRD AMENDED AND RESTATED

BYLAWS OF THE UNIVERSITY OF IDAHO FOUNDATION, INC.

The Third Amended and Restated Bylaws ("Bylaws") of the University of Idaho Foundation, Inc. ("Foundation") are as follows:

OFFICES.

- 1.1 <u>Principal Office</u>. The principal office of the Foundation, shall be located at 714 W. State Street, Suite 240, Boise Idaho, 83702. The Foundation may have other offices as the Board may designate or as the business of the Foundation may require from time to time.
- 1.2 <u>Registered Office</u>. The registered office of the Foundation required by the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code, to be maintained in the State of Idaho shall be located at 714 W. State Street, Suite 240, Boise Idaho. 83702, and may be changed from time to time by the Board.

BOARD OF DIRECTORS,

2.1 <u>General Powers</u>. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Foundation shall be managed under the direction of, the Board except as may be otherwise provided in the Idaho Nonprofit Corporation Act or the Articles of Incorporation ("Articles").

THIRD BYLAWS-1

---EXECUTIVE POLICY---

- 2.2 <u>Standard of Care.</u> A Director shall perform such Director's duties as a Director, including such Director's duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Foundation, and with such care as an ordinarily prudent person would use in a similar position under similar circumstances. In performing a Director's duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:
- (a) one or more officers or employees of the Foundation whom the Director reasonably believes to be reliable and competent in the matters presented;
- (b) counsel, public accountants or other person as to matters that the Director reasonably believes to be within such person's professional or expert competence;
- (c) a committee of the Board which committee the Director reasonably believes to merit confidence; or
 - (d) information received from employees of the University of Idaho;

but a Director shall not be considered to be acting in good faith if a Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who performs such duties shall have no liability by reason of being or having been a Director.

- 2.3 <u>Number and Election of Directors</u>. The number of Directors serving on the Board shall consist of at least 15 and no more than 25 members in an exact number as determined from time to time by the Board. The existing Directors shall elect individuals to fill vacant positions on the Board on an annual basis, and the Board may also elect Directors or from time to time throughout the year.
- 2.4 Term of Directors. Each Director shall serve a term of 3 years and shall serve a maximum of 2 consecutive 3 year terms, except, if any Director is the incoming Chairman or Past-Chairman at the time that his or her second 3 year term expires, the Director's term shall automatically be extended for any period of time during which he or she serves as the Chairman and as the Past-Chairman, regardless of whether such term exceeds the 2 consecutive 3 year term limit.
- 2.5 <u>Vacancies</u>. Any vacancy occurring on the Board may be filled upon the recommendation of the Chairman and affirmative vote of a majority of the remaining Directors, even if the remaining Directors make up less than a quorum of the Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of such Director's predecessor in office.
- 2.6 Removal of Directors. At a meeting of the Board called expressly for that purpose, any director may be removed with cause by a vote of a majority of the Directors then in office. Any Director may be removed at such a meeting without cause by a vote of two-thirds of the Directors then in office.

2.7 Committees of Directors.

2.7.1 Membership. The Board, by resolution adopted by a majority of the Directors, may designate and appoint one or more Director committees, each of which shall consist

THIRD BYLAWS-2

---EXECUTIVE POLICY---

of two or more Directors. The Chairman shall recommend to the Board nominees for each committee. Individuals who are not Directors may also serve on such committees in an advisory capacity, but non-Director members of a committee shall not vote on matters before the committee. The Chairman and the Vice-Chairman of the Foundation may, in their discretion, serve on each committee.

- 2.7.2 <u>Authority</u>. Director committees, to the extent provided in the resolution establishing the committee, shall exercise the authority of the Board in the management of the Foundation; provided, however, that no Director committee shall have the authority to (i) authorize distributions, (ii) approve dissolution, merger or the sale, pledge or transfer of all or substantially all of the Foundation's assets, (iii) elect, appoint or remove directors or fill vacancies on the Board or on any of its committees, or (iv) adopt, amend or repeal the Articles or these Bylaws.
- 2.7.3 <u>Standing Director Committees</u>. The Foundation shall have the following standing committees unless the Board determines that any such committee shall not exist for any period of time.
- a. Executive Committee. The Executive Committee shall consist of the Chairman, Vice-Chairman, Past-Chairman, Treasurer, and Secretary. The Executive Director shall serve in an advisory capacity to the Executive Committee. Except as prohibited in Section 2.7.2 above, during the intervals between meetings of the Board, the Executive Committee shall possess and may exercise all powers of the Board in the management and direction of the affairs of the Foundation in such manner as it shall deem best for the interest of the Foundation in all cases in which specific direction shall not have been otherwise given by the Board. The Executive Committee shall also evaluate the performance of the Executive Director, and the Executive Director's responsibility to serve the Committee in an advisory capacity shall be relieved during such evaluation. All actions by the Executive Committee shall be reported to the Board at its next meeting succeeding such action.
- b. <u>Committee on Directors</u>. In addition to other duties assigned by the Board, the Committee on Directors shall (i) screen, recruit, and recommend potential Board of Director members, taking into consideration the skills needed, ethnicity, gender, and geographical representation of various candidates, (ii) recommend to the Board a slate of officers for election, (iii) evaluate the performance of Directors and officers, both individually and collectively, as needed or upon request by the Board, and (iv) perform governance review of Foundation bylaws, policies and procedures annually, and (v) coordinate the orientation of new Board Members.
- c. Operations and Finance Committee. In addition to other duties assigned by the Board, the Operations and Finance Committee shall develop the organization's finance and operational policy and advise the Board on (i) general fiscal policy, fiscal management and all operational matters including budgetary and financial issues, and (ii) the Foundation's staffing and salary structure.
- d. <u>Investment Committee</u>. In addition to other duties assigned by the Board, the Investment Committee shall develop the investment policy and make recommendations regarding (i) how investments will be managed, (ii) asset allocations, (iii) direct investments, (iv) selection of investment managers, (v) recommend the annual spending payout and (vi) evaluate endowment fees on a regular basis. The Investment Committee will also review the Foundation's

THIRD BYLAWS-3

--- EXECUTIVE POLICY---

investment portfolio performance and provide periodic reports to the Board on investment operations and results.

- e. <u>Audit Committee</u>. In addition to other duties assigned by the Board, the Audit Committee shall oversee the Foundation's audit process, which shall include (i) communication with the auditors and the Foundation's staff, (ii) review of the audit and management letter process, and (iii) recommending to the Board potential auditors.
- f. <u>Gift Acceptance Committee</u>. In addition to other duties assigned to it by the Board, the Gift Acceptance Committee (GAC) shall develop the gift acceptance policies, guidelines and procedures regarding the terms of acceptance of trust gifts, charitable gift annuities, bargain sales, and gifts of assets which are not readily marketable to be presented to the Board for approval.
- 2.7.4 <u>Tenure</u>. Each member of a committee shall continue as such until the next annual meeting of the Board of the Foundation and until a successor is appointed unless (i) the committee is sooner terminated, (ii) such member is removed from the committee, or (iii) such member ceases to qualify as a member of the committee. The Board may, from time to time during the year, add additional committee members to any committee.
- 2.7.5 <u>Committee Chairs</u>. One member of each committee shall serve as the chair. Nominations for the chair of each committee shall be provided by the Chairman of the Board, and the full Board shall elect each committee chair.
- 2.7.6 <u>Vacancies</u>. Vacancies in the membership of any committee may be filled by appointments made by the Board upon the recommendation of the Chairman.
- 2.7.7 <u>Resignation</u>. Any committee member may resign at any time by giving written notice to the Board, the Chairman, or the Secretary of the Foundation. Unless otherwise specified in the notice of resignation, the resignation shall take effect upon receipt. Acceptance of the resignation shall not be necessary to make the resignation effective.
- 2.7.8 <u>Removal</u>. Any committee member may be removed by the Board with or without cause.
- 2.7.9 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the Director members of the committee shall constitute a quorum and the act of a majority of the Director members present at a meeting at which a quorum is present shall be the act of the committee.

- 2.8 <u>Board Advisories</u>. From time to time, the Board may designate individuals and/or committees to serve in an advisory capacity and to attend certain Board meetings. Such advisories are not members of the Board, but shall provide input to the Board on various matters as necessary.
- 2.9 <u>Emeritus Directors</u>. Any person who has previously served as the Chairman or President of the Foundation shall be designated as an Emeritus Director. In addition, the Board may designate any former Director who has exhibited exemplary service to the Foundation as an Emeritus Director. An Emeritus Director shall serve in an advisory capacity to the Board and shall be invited to attend certain Board meetings.
- 2.10 Executive Sessions of the Board. The Board may, from time to time, designate certain meetings or part of any meeting of the Board to be an executive session of the Board, in which case all members of the Foundation's management team, members of the University of Idaho's leadership team, and any other persons present at the Board meeting shall be excused from the meeting unless any of them shall be invited by the Chairman to remain.

2.11 <u>Directors' and Committee Meetings</u>.

- 2.11.1 <u>Place for Meetings</u>. Meetings of the Board, regular or special, or meetings of any committee designated thereby, may be held either within or without the State of Idaho. Unless otherwise specified in the notice for such meeting, all meetings shall be held at the principal office of the Foundation.
- 2.11.2 <u>Frequency of Meetings</u>. At least 1 regular meeting of the Board shall be held each fiscal year, along with the annual meeting. Special meetings may be called from time to time as needed.
- 2.11.3 <u>Notice of Meeting</u>. Regular or special meetings of the Board may be called by the Chairman or any Director. Regular or special meetings of any committee of the Board may be called by the Chairman, any Director, or the chair of any committee. Notice of any meeting shall be given by written, electronic, or verbal notice to all other Directors or committee members, as the case may be, at least 2 days before the meeting.
- 2.11.4 <u>Participation in Meeting</u>. Members of the Board or any committee may participate in a meeting of the Board or such committee by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.
- 2.11.5 <u>Presumption of Assent</u>. A Director who is present at a Board meeting at which any action on any corporate matter is taken shall be presumed to have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file such Director's written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the Secretary of the Foundation within 3 days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.
- 2.11.6 <u>Attendance Constitutes Waiver of Notice</u>. The attendance at or participation of a Director or committee member in any meeting shall constitute a waiver of notice of such meeting, except where a Director or committee member attends or participates for the express

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--- EXECUTIVE POLICY---

purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

- 2.12 <u>Waiver of Notice</u>. Whenever any notice is required to be given to any Director or committee member under the provisions of the Idaho Nonprofit Corporation Act, the Articles or these Bylaws, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated in the notice shall be equivalent to the giving of such notice. The notice or waiver for any meeting need not specify the business to be transacted at, or the purpose of the meeting.
- 2.13 Quorum and Voting Requirements. A majority of the number of existing Directors shall constitute a quorum for the transaction of business at meetings of the Board. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. A majority of the number of existing committee members shall constitute a quorum for the transaction of business at a meeting of such committee. The act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.
- 2.14 Action without a Meeting. Any action required by the Idaho Nonprofit Corporation Act to be taken at a Board meeting, or any action that may be taken at a meeting of the Directors or of a committee, may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all of the Directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.
- 2.15 <u>Compensation</u>. No Director or committee member shall receive a salary or compensation for services in that capacity but may be reimbursed for actual expenses incurred in the performance of such services. This provision shall not preclude any Director from serving the Foundation in any other capacity and receiving compensation for services rendered.
- 2.16 <u>Director Conflicts of Interest</u>. Any Director who has an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such a person about the contract or transaction that might reasonably be construed to be adverse to the Foundation's interest. In addition, each Director shall comply with any conflict of interest policy that may be adopted by the Foundation from time to time.
- 2.17 <u>Loans to Directors</u>. The Foundation shall not lend money to or use its credit to assist its Directors or officers.

3. OFFICERS.

3.1 <u>Number and Titles.</u> The elected officers of the Foundation shall consist of a Chairman, Past-Chairman, Vice-Chairman, Secretary, and Treasurer, each of whom shall be elected by the Board. The Board shall also appoint and employ an Executive Director and any other employees or staff members that the Board deems to be necessary. The Board may also elect or appoint additional officers and assistant officers as may be deemed necessary. Any two or more offices may be held by the same person.

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---EXECUTIVE POLICY---

- 3.2 <u>Election and Term of Office</u>. The officers of the Foundation shall be elected annually at the annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon as practicable thereafter. Each officer shall hold office until the following annual meeting. An officer's term shall end prior to the annual meeting in the case of death or permanent disability, or until such officer shall resign or shall have been removed in the manner hereinafter provided.
- 3.3 <u>Removal</u>. Any officer or agent may be removed by the Board whenever in its judgment the best interests of the Foundation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract or employment rights.
- 3.4 <u>Vacancies</u>. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

3.5 Officer Duties.

- 3.5.1 <u>Chairman</u>. The Chairman shall be the chief volunteer officer of the Foundation and shall in general supervise and control all the business and affairs of the Foundation in accordance with the direction of the Board. He or she shall, when present, preside at all meetings of the Board of Directors. He or she may sign checks, contracts, deeds, mortgages, notes, or other financial instruments on behalf of the Foundation. He or she may delegate and assign authority to sign any financial instruments of the Foundation in accordance with the Foundation's Financial Policy. He or she will present a slate of Committee chairs and committee members annually to the Board for approval. He or she shall also perform all duties as may be prescribed from time-to-time by the Board.
- 3.5.2 <u>Vice-Chairman</u>. The Vice-Chairman shall, in the absence of the Chairman or in the event of his or her death, inability or refusal to act, perform the duties of the Chairman, and, when so acting, shall have all the powers and be subject to all the restrictions upon the Chairman.
- 3.5.3 <u>Past-Chairman</u>. The Past-Chairman shall advise the Chairman and Vice-Chairman concerning the prior business of the Foundation. The Past-Chairman shall also perform all duties as may be prescribed from time-to-time by the Board.
- 3.5.4 Secretary. The Secretary shall attend all meetings of the Board and shall keep, or cause to be kept, in a book or file provided for the purpose, a true and complete record of the proceedings of such meetings. He or she shall have power to authenticate records, have custody of the books (except books of account), records and corporate seal of the Foundation, and in general shall perform all duties pertaining to the office of Secretary and such other duties as these Bylaws or the Board may prescribe.
- 3.5.5 Treasurer. The Treasurer shall keep correct and complete records of account. He or she shall be responsible for all of the Foundation's funds and securities and other valuables. The Treasurer shall deposit all funds of the Foundation with such depositories as the Board shall designate. The Treasurer shall furnish the Board with financial statements whenever requested and at each annual meeting and at the end of the fiscal year. He or she may sign checks, contracts, deeds, mortgages, notes, or other financial instruments on behalf of the Foundation pursuant to authority given to him or her in accordance with the Foundation's Financial Policy. The Treasurer shall also

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perform all duties as may be prescribed from time-to-time by the Board. The Treasurer may delegate any of the responsibilities and authorities set forth in this section to an Assistant Treasurer.

- 3.5.6 Executive Director. The Executive Director shall be either an employee of the Foundation or a loaned employee from the University of Idaho. The Executive Director shall perform all duties that may be prescribed from time to time by the Board, and shall serve pursuant to the terms of a written employment agreement or loaned employee agreement approved by the Board. The Executive Director shall be authorized to sign written documents and financial instruments of the Foundation. The Executive Director also shall be authorized to sign any other documents necessary to accomplish the day-to-day business of the Foundation.
- 3.6 <u>Salaries</u>. The salaries of the officers, if any, shall be fixed from time to time by the Board and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a Director.
- 3.7 <u>Employment of Staff.</u> The Board shall have the authority to employ additional staff as the Foundation may reasonably require from time to time. The Board may also enter into loaned employee agreements with the University of Idaho from time to time.
- 3.8 Officer and Staff Conflict of Interest. Any officer or staff member who has an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Foundation's interest.

MISCELLANEOUS.

- 4.1 Indemnification of Officers, Directors, Employees and Agents. The Foundation shall indemnify Directors, officers, employees and agents of the Foundation to the extent permitted by, and in accordance with, the Idaho Nonprofit Corporation Act. The Foundation shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Foundation, or is or was serving at the request of the Foundation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Foundation would have the power to indemnify such person against such liability. This insurance shall be reviewed and updated annually to renew at the beginning of each fiscal year.
- 4.2 <u>Books and Records</u>. At its registered office or principal place of business, the Foundation shall keep: (i) minutes of the proceedings of the Board; and (ii) a record of the names and addresses of all members of the Board. The Foundation shall also keep correct and complete books and records of accounts at its registered office, principal place of business, or at any other location designated by the Foundation. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.
- 4.3 <u>Loans</u>. No loans shall be contracted on behalf of the Foundation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

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---EXECUTIVE POLICY---

- 4.4 <u>Contracts</u>. The Board may authorize any officer or officers, agent or agents of the Foundation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances.
- 4.5 <u>Checks, Drafts, etc.</u> All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Foundation, shall be signed by such officer or officers, agent or agents of the Foundation as provided in these Bylaws or in such manner as shall from time to time be determined by the Board.
- 4.6 <u>Deposits</u>. All funds of the Foundation not otherwise expended or spent shall be deposited from time to time to the credit of the Foundation in such banks, trust companies or other depositories as the Board may select.
- 4.7 <u>Gifts</u>. The Board may accept on behalf of the Foundation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Foundation.
- 4.8 <u>Annual Financial Statements</u>. The officers of the Foundation shall cause a balance sheet as of the closing date of the last fiscal year, together with a statement of income and expenditures for the year ending on that date, to be prepared and presented to the Directors at each annual meeting of the Board.
- 4.9 <u>Fiscal Year</u>. The fiscal year of the Foundation shall begin on the first day of July and end on the last day of June in each year.
- 4.10 <u>Regulation of Internal Affairs</u>. The internal affairs of the Foundation shall be regulated as set forth in these Bylaws to the extent that these Bylaws are lawful under the Idaho Nonprofit Corporation Act. With respect to any matter not covered in these Bylaws, the provisions of the Idaho Nonprofit Corporation Act shall be controlling so long as such provisions of the Idaho Nonprofit Corporation Act are not inconsistent with the lawful provisions of these Bylaws.
- 4.11 <u>Amendments</u>. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board at any regular or special meeting.
- 4.12 <u>Amendment and Restatement of Prior Bylaws</u>. These Bylaws amend and restate all prior bylaws of the Foundation in their entirety.

The undersigned, being the Secretary and Chairman of the Foundation, do hereby certify that the foregoing Third Amended and Restated Bylaws were duly adopted as the official Bylaws of the Foundation by unanimous consent of the Directors of the Foundation on the 2nd day of November 2012.

Nancy C. McDaniel, Secretary

Laine R Meyer, Chairman

Policy: OPERATING AGREEMENT

Section: Executive

Number: 1

Recording Date: August 31, 2009

Committee: Executive

ARTICLE I

FOUNDATION'S PURPOSES

The Foundation is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and By-Laws, and the State Board's Policies and Procedures, the Foundation shall: (1) assist in the solicitation of, 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. All amendments of such documents shall also be provided to the University. 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

A. University Employees.

- Liaison: The University's Vice President for University Advancement shall serve as the University's liaison to the Foundation (the "Liaison"). The duties and responsibilities of the Liaison are as follows:
- a. The Liaison shall be responsible for communicating with the Foundation regarding the University's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

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- b. The Liaison or the Liaison's 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 fundraising efforts. The Liaison may also report other information to the Foundation's Board of Directors that is pertinent to the common goals of the University and the Foundation.
- Executive Director: The Executive Director of the Foundation is an
 employee of the University who is loaned to the Foundation. All of the Executive Director's
 services shall be provided directly to the Foundation as follows:
- a. The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in subparagraph c below. The Executive Director shall be subject to the control and direction of the Foundation.
- b. The Executive 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 Executive Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.
- c. The Foundation and the University shall enter into a written agreement, substantially in the form of Exhibit "B" hereto, establishing that the Executive 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 Executive Director.
- d. In the event the Executive Director resigns, is terminated according to the terms of the Loaned Employee Agreement, or otherwise leaves the employ of the University, hiring of the subsequent Executive Director shall be done in accordance with Foundation procedures, University procedures (including University equal employment procedures), and applicable law (including laws applicable to the University). The Foundation shall have the ability to terminate the Loaned Employee Agreement upon notice to the University as further set forth in the Loaned Employee Agreement. The Foundation must provide the University with prior approval to hire any employee that the Foundation and University intend to be a loaned employee before the University employs such individual.
- e. The University and the Foundation may elect to enter into additional agreements for the loaning of additional employees to the Foundation by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit "B." The additional loaned employees shall report to either the Foundation Board or

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the Executive Director of the Foundation, in either case as determined by the Foundation Board and as specified in the additional loaned employee agreements. Such loaned employees shall have no function at the University other than to act in their capacity as employees loaned to the Foundation.

- f. Termination of the Executive Director in accordance with the Loaned Employee Agreement shall constitute grounds for a termination proceeding by the University or for non-renewal of the Executive Director's contract with the University, if any.
- 3. Limited Authority of University Employees. Notwithstanding the foregoing provisions, no University employee other than an employee loaned to the Foundation shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.
- B. Support Staff Services. The University shall provide administrative support in financial, accounting, investment and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "C" ("Service Agreement"). Except as specifically provided otherwise herein, 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 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 Service Agreement or as otherwise determined by the agreement of the Parties.
- C. 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 Service Agreement.
- D. No Foundation Payments to University Employees. Notwithstanding any contrary 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.

ARTICLE IV

MANAGEMENT AND OPERATION OF FOUNDATION

A. Gift Solicitation.

 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

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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.

 Foundation is Primary Donee. Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

B. Acceptance of Gifts.

- 1. 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. Similarly, the Foundation shall also obtain the University's prior written approval of the acceptance of any gift or grant that 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 Foundation 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 Foundation. 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 Foundation shall be responsible for the due diligence obligations for such property.
- 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 University's Trust and
 Investment Office) in accordance with the Service Agreement.
- C. 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. 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 Foundation's sole mission to support the University.
- Restricted Gift Transfers. The Foundation may transfer restricted gifts to
 the University. Any such transferred restricted gifts will only be expended by the University
 pursuant to the terms of such restrictions. The Foundation shall inform the University officials
 into whose program or department restricted gifts are transferred of all restrictions on the use of

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such gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted gifts separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted gifts.

- 2. Unrestricted Gift Transfers. The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. The Foundation may 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. If the Foundation 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 Foundation's Board of Directors may determine in such Board's sole discretion.
 - D. Foundation Expenditures and Financial Transactions.
- 1. Signature Authority. The Foundation designates the Foundation Chairman and Treasurer as the individuals with signature authority for the Foundation in all financial transactions. The Foundation's Treasurer may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another Foundation employee, an employee loaned to the Foundation, or a Foundation Board member who is not a University employee. In no event may the person with Foundation signature authority for financial transactions be a University employee, unless such individual is an employee who is loaned to the Foundation.
- 2. Expenditures. All expenditures of the Foundation shall be (1) consistent with the 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.
- E. 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.
- F. 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:
- 1. 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 gift shall be deposited in a University account and, except for transfers described in subsections 2 and 4 of this Section, State Board approval will be required prior to the University's transfer of such funds to the Foundation.

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- 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.
- 3. The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.
- 4. The University transfers to the Foundation any gift received by the University from a donor that meets the following criteria: (i) the gift is less than \$10,000, and (ii) the gift will be invested by the Foundation for scholarship or other general University support purposes. This subsection, however, shall not apply to payments by the University to the Foundation for University obligations to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
- G. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation 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 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.
- H. 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.
- I. 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 "D"; 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 "D".
- J. 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 "E" and the Foundation's By-Laws dated January 30, 2009, which are attached at Exhibit "F." The Foundation agrees to provide copies of such Articles and By-Laws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and By-Laws shall be attached hereto as additions to Exhibit "E" and Exhibit "F", respectively.

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K. Conflicts of Interest. 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 attached hereto as Exhibit "G."

ARTICLE V

FOUNDATION RELATIONSHIPS WITH THE UNIVERSITY

A. Access to Records. The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws, Foundation policies, and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this agreement or the applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access shall not include donor specific data of the Foundation such that would provide individually identifiable information about donors or their donations made to the Foundation.

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 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. The donor database and all other data, materials and information of the Foundation and the University pertaining to past, current or prospective donors, are proprietary to the Foundation and the University respectively and constitute confidential information and trade secrets. The Foundation 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 Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, By-Laws 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.
- 3. The Foundation's Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties understand that the Foundation is not a public agency or a governing body as defined in the

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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 Foundation'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 Foundation" and "The University of Idaho Foundation, Inc." 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.
- D. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.
- E. 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 budget. Any of the University's funding requests to the Foundation shall be communicated in writing by the President of the University to the Foundation's Treasurer by April 1 of each year.
- F. Attendance of the University's President at Foundation's Board of Director Meetings. The Foundation may invite the University's President to attend meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.
- G. Supplemental Compensation of University Employees. No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation 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 be paid by the Foundation 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 Foundation.

ARTICLE VI

AUDITS AND REPORTING REQUIREMENTS

- A. Fiscal Year. The Foundation and the University shall have the same fiscal year.
- B. Annual Audit. The Foundation shall have an annual financial audit conducted in accordance with Government Accounting Standards Board or Financial Accounting Standards

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Board principles as appropriate. The audit shall be conducted by an independent certified public accountant who is not a director or officer of the Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Foundation's Board of Directors. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial statements. 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 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, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V, A above.
- D. Annual Reports to University President. Upon request, the Foundation shall provide a written report to the University President setting forth the following items:
 - the annual financial audit report;
- an annual report of Foundation transfers made to the University, summarized by University department;
 - 3. an annual report of unrestricted funds received by the Foundation;
- an annual report of unrestricted funds available for use during the current fiscal year;
 - 5. a list of all of the Foundation's officers, directors, and employees;
- a list of University employees for whom the Foundation made payments to the University for approved purpose during the fiscal year, and the amount and nature of each payment;
- a list of all state and federal contracts and grants managed by the Foundation;
 - 8. an annual report of the Foundation's major activities;
- 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
- 10. an annual report of any actual litigation involving the Foundation during its fiscal year, identification of legal counsel used by the Foundation for any purpose during such

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year, and identification of any potential or threatened litigation involving the Foundation 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 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 attached hereto as Exhibit "G."
- B. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both Parties in 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 Foundation. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for the Foundation's independent review, approval and use.
- C. 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. 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 Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless 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 Foundation, 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 Foundation. 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 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 90 days prior written

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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 negotiations fail, the Parties will initiate the Dispute Resolution mechanism described below (through reference to the Foundation's Chairman and the State Board) to further attempt to negotiate a new agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

- 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 Foundation's Chairman and the University's President. If the Foundation's Chairman and University's President cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and the Foundation 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 Foundation. Upon dissolution of the Foundation, it shall transfer the balance of all property and assets of the Foundation in a manner consistent with its Articles of Incorporation, which state that in the event of dissolution of the Foundation, "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 [Foundation] from any source, after the payment of all debts and obligations of the [Foundation], 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 disposed of shall be distributed for one or more exempt purposes within the 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 a public purpose."

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- 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.
- H. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, whenever documents are to be provided to the Foundation or whenever 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.
- 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 Foundation:

Executive Director University of Idaho Foundation, Inc. 714 W. State Street, Suite 240 Boise, Idaho 83702

J. No Joint Venture. At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

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- K. 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.
- L. 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 to 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.
- 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 subsections (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.

Operating Agreement

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IN WITNESS WHEREOF, the University and the Foundation have executed this agreement on the above specified date.

University of Idaho

Its: President

University of Idaho Foundation, Inc.

By: Sence J. Ellswick

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University of Idaho Foundation, Inc. Cash Management Investment Policy

Purpose

To establish a policy for the regular investment of monetary assets of the University of Idaho Foundation, Inc. (Foundation). For this purpose monetary assets means cash and other liquid monetary assets not specifically held in other accounts by the Foundation.

Objective

To provide guidance for the investment of monetary assets of the Foundation to ensure they are invested in a high-quality portfolio of investments which (in order of priority):

- Provides for the safety and preservation of capital and is consistent with conservative investment principles.
- Meets the Foundation's liquidity needs.
- Provides competitive total return in relationship to these guidelines, market conditions, and tax status of the Foundation.

Scope

This policy does not apply to assets that are specifically invested by the Foundation with the oversight of the Investment Committee, such as assets held in the Consolidated Investment Trust (CIT) or assets held by Charitable Trusts and Gift Annuity Pools. This also does not apply to any special investments undertaken by the Board of Directors.

Policy Guidelines

1. Responsibility

- The Finance Committee has responsibility to approve the Policy and any amendments to the Policy.
- The Finance Committee will review at least quarterly the compliance and performance status of the portfolio.
- The Finance Committee shall approve any modifications to authorized Investment Guidelines, which limits are initially establish in Table A

2. Investment Managers

An external manager that meets the following criteria may be hired.

- They must be a Registered Investment Advisor under the Investment Company Act of 1940, as amended, and provide a SEC proof of registration in a Form ADV Part 2 updated at least annually.
- Maintain professional Errors & Omissions insurance covering any damages caused by an error, omission or negligent acts of the Manager, its agents, officers or employees, in an amount not less than \$5 million.
- Agree to abide by the terms of this Policy.

- Meet ongoing performance, operational, reporting, and value added services, reviewed on a quarterly basis.
- Provide detailed reporting within five business days following the Foundation month end. This reporting shall include, but is not limited to, the following:
 - o A summary of the portfolio performance for the current period
 - A comparison of Manager total rate of return against the assigned benchmark.
 - Notification that the portfolio is in compliance with the Investment Policy and guideline.

3. Custody of Assets

M- 0

Custody of the Foundation's investment assets (other than money market funds) will be maintained to the extent practicable by a single master custodian designated by the Foundation.

4. Review of Investment Management Policy

This Investment Management Policy will be reviewed and approved at least annually to ensure that it remains consistent with the overall investment objectives of the Foundation and current financial trends. The Policy may be reviewed and updated more frequently if conditions dictate.

INSERT TABLE

Ineligible Securities

The following list of security types are prohibited: non-agency mortgage-backed securities (non-agency MBS), Auction-Rate Securities (ARS), Structured Investment Vehicles (SIV), Asset-Backed Commercial Paper (ABCP), Extendible Notes, subordinated debt, futures, options, and other investments that utilize leverage, structured securities that are not explicitly listed as eligible in Table A, obligations with embedded options excepting those with a make-whole call provision. All other securities not explicitly listed in Table A.

WAL -Weighted Average Life

For purposes of determining the maturity date of agency MBS, ABS or other allowed securities with pre-payment characteristics, weighted-average life (WAL) will be used. WAL shall be determined using reasonable market standards and models.

Currency

Only assets denominated in U.S. dollars are permitted for the account. Non-U.S. dollar investment, even if considered hedged, are prohibited.

Liquidity

All holdings must have adequate liquidity to allow for prompt sale at minimum cost. Specific limits are listed in Table A.

Split-rated Securities

All securities shall be rated by two nationally recognized statistical rating organizations. In the case of a split rating, the lower rating shall be used for purposes of compliance with the Policy.

Issuer Concentration

Shall be determined using the ultimate parent company where reasonably reported by Bloomberg. If an issuer's ultimate parent company is not reported by Bloomberg or the reported parent is not the party ultimately responsible fore payment of interest and principal (asset-based collateral pools), that determination shall be made and agreed upon by the Manager and the Foundation.

Credit Downgrades

In the event a credit rating of a security in the portfolio is downgraded by a rating organization, the Manager shall notify the Foundation within 3 business days with a recommended course of action.

Violations

Any security or action that falls outside of the Policy shall be deemed a violation unless written authorization is given by the Foundation. Once the Manager becomes aware of a violation in the portfolio, the Manager shall notify the Foundation and provide a recommended course of action.

Eligible Securities	Description	Issuer Concentration Limit*	Maturity Limit*	Minimum Rating*	Asset Class Concentration Limit*
Government	A			raing	Little
	Securities explicitly backed by the full faith and credit of the US Government	100%	5 years	N/A	100%
	US Federal Agencies and Government Sponsored Enterprises	30%	5 years	AA/Aa	100%
	Sovereign, Quasi-Sovereign, and Supranational	5%	5 years	A+/A1	25%
Corporate Securities					
	US and foreign commercial paper including private placement, CDs, ECDs, Deposit Notes, Banker's Acceptances, Bank Notes, Time Deposits.	5%	398 days	A1/P1 or A3/A- as applicable	50%
	A2/P2 Commercial Paper Limit	5%	398 days		10%
	Bonds, notes, MTNs, FRNs, including 144As and bank issuers	5%	5 years	Baa2/BBB	75%
Repurchase Agreeme	ents				
	All repos's must be collateralized by at least 102% US Treasuries and US Agencies. No other collateral is acceptable.		30 days		50%
	Counterparty Exposure	5%	30 days	A+/A1	50%
Other Securities					
	Mortgage-Backed Securities. Agency MBS only	5%	60 months (WAL)*	AA/Aa	50%
	Asset-Backed Securities. Credit cards, auto receivable, prime collateral, and senior tranches only. Municipal debt obligations	5% 0%	4.0 years (WAL)*	AAA/Aaa	20% 0%
	Money Market Funds	10%	Rule 2A-7	Rule 2A-7	100%
Market Sector Limits	Description	Concentration Limit*	Trail 27 7	71010 2717	10070
	Financial Sector	50%			
	Industrial Sector	50%			
	Utility Sector	30%			
Portfolio Limits	Description	Limit			
	Average duration maximum	4 years			
	Average credit rating minimum	A/A2			
	Currency denomination	USD			
	Corporate bonds/notes minimum issue size	\$200mm			
	Municipal bonds/notes minimum issue size	N/A			
	Realized loss per quarter maximum Maximum percentage of any Money				
	Market Fund	5%			

^{*} At time of purchase

Policy: Cash Management

Section: Investment

Number: 2

Recording Date: 6/07/2010

Committee: Investment Committee

Article I. Purpose

To establish a policy for the regular investment of monetary assets of the University of Idaho Foundation, Inc. (Foundation). For this purpose monetary assets means cash and other liquid monetary assets not specifically held in other accounts by the Foundation.

Article II. Objective

To provide guidance for the investment of monetary assets of the Foundation to ensure they are invested in a high-quality portfolio of investments which (in order of priority):

- Provides for the safety and preservation of capital and is consistent with conservative investment principles.
- Meets the Foundation's liquidity needs.
- Provides competitive total return in relationship to these guidelines, market conditions, and tax status of the Foundation.

Article III. Scope

This policy does not apply to assets that are specifically invested by the Foundation with the oversight of the Investment Committee, such as assets held in the Consolidated Investment Trust (CIT) or assets held by Charitable Trusts and Gift Annuity Pools. This also does not apply to any special investments undertaken by the Board of Directors.

Article IV. Policy Guidelines

1. Responsibility

- The Finance Committee has responsibility to approve the Policy and any amendments to the Policy.
- The Finance Committee will review at least quarterly the compliance and performance status of the portfolio.
- The Finance Committee shall approve any modifications to authorized Investment Guidelines, which limits are initially establish in Table A

2. Investment Managers

An external manager that meets the following criteria may be hired.

- They must be a Registered Investment Advisor under the Investment Company Act of 1940, as amended, and provide a SEC proof of registration in a Form ADV Part 2 updated at least annually.
- Maintain professional Errors & Omissions insurance covering any damages caused by an
 error, omission or negligent acts of the Manager, its agents, officers or employees, in an
 amount not less than \$5 million.
- Agree to abide by the terms of this Policy.
- Meet ongoing performance, operational, reporting, and value added services, reviewed on a quarterly basis.
- Provide detailed reporting within five business days following the Foundation month end.
 This reporting shall include, but is not limited to, the following:
 - A summary of the portfolio performance for the current period
 - A comparison of Manager total rate of return against the assigned benchmark.
 - Notification that the portfolio is in compliance with the Investment Policy and guideline.

3. Custody of Assets

Custody of the Foundation's investment assets (other than money market funds) will be maintained to the extent practicable by a single master custodian designated by the Foundation.

4. Review of Investment Management Policy

This Investment Management Policy will be reviewed and approved at least annually to ensure that it remains consistent with the overall investment objectives of the Foundation and current financial trends. The Policy may be reviewed and updated more frequently if conditions dictate.

Table A - Cash Management Investment Policy Guidelines

Eligible Securities	Description	Issuer Concentration Limit*	Maturity Limit*	Minimum Rating*	Asset Class Concentratio Limit*
Government	10				2
	Securities explicitly backed by the full faith and credit of the US Government	100%	3 years	N/A	100%
	US Federal Agencies and Government Sponsored Enterprises	30%	3 years	AAA/Aaa	100%
	Sovereign, Quasi- Sovereign, and Supranational	5%	3 years	A+/A1	25%
Corporate Securities					2370
	US and foreign commercial paper including private placement, CDs, ECDs, Deposit Notes, Banker's Acceptances, Bank Notes, Time Deposits.	5%	398 days	A1/P1 or A-/A3 as applicable	50%
	Bonds, notes, MTNs, FRNs, including 144As and bank issuers	5%	3 years	A+/A1	75%
Repurchase Agreements			7,0013	NI/AI	7376
	All repos's must be collateralized by at least 102% US Treasuries and US Agencies. No other collateral is acceptable.		30 days		50%

	Counterparty Exposure	5%	30 days	A+/A1	50%
Other Securities					
	Mortgage-Backed Securities. Agency MBS only	5%	20 months (WAL)	AAA/Aaa	50%
	Asset-Backed Securities. Credit cards, auto receivable, prime collateral, and senior tranches only.	0%			0%
	Municipal debt obligations	0%			0%
	Money Market Funds	10%	Rule 2A-7	Rule 2A-7	100%
Market Sector Limits	Description	Concentration Limit*			
	Financial Sector	30%			
	Industrial Sector	30%	-		
	Utility Sector	20%			
Portfolio Limits	Description	Limit			
	Average duration maximum	2 years			
	Average credit rating minimum	AA/Aa2			
	Currency denomination	USD			
	Corporate bonds/notes minimum issue size	\$200mm			
	Municipal bonds/notes minimum issue size	N/A			
	Asset-Backed Securities minimum tranche size	\$100mm			
	Realized loss per quarter maximum				
	Maximum percentage of any Money Market Fund	5%			

^{*} At time of purchase

Ineligible Securities

The following list of security types are prohibited: non-agency mortgage-backed securities (non-agency MBS), Auction-Rate Securities (ARS), Structured Investment Vehicles (SIV), Asset-Backed Commercial Paper (ABCP), Extendible Notes, subordinated debt, futures, options, and other investments that utilize leverage, structured securities that are not explicitly listed as eligible in Table A, obligations with embedded options excepting those with a make-whole call provision. All other securities not explicitly listed in Table A.

WAL -Weighted Average Life

For purposes of determining the maturity date of agency MBS, ABS or other allowed securities with pre-payment characteristics, weighted-average life (WAL) will be used. WAL shall be determined using reasonable market standards and models.

Currency

Only assets denominated in U.S. dollars are permitted for the account. Non-U.S. dollar investment, even if considered hedged, are prohibited.

Liquidity

All holdings must have adequate liquidity to allow for prompt sale at minimum cost. Specific limits are listed in Table A.

Split-rated Securities

All securities shall be rated by both S&P and Moody's. In the case of a split rating, the lower rating shall be used for purposes of compliance with the Policy.

Issuer Concentration

Issuer concentration shall be determined using the ultimate parent company where reasonably reported by Bloomberg. If an issuer's ultimate parent company is not reported by Bloomberg or the reported parent is not the party ultimately responsible for payment of interest and principal (asset-based collateral pools), that determination shall be made and agreed upon by the Manager and the Foundation.

Credit Downgrades

In the event a credit rating of a security in the portfolio is downgraded by S&P or Moody's, the Manager shall notify the Foundation within 3 business days with a recommended course of action.

Violations

Any security or action that falls outside of the Policy shall be deemed a violation unless written authorization is given by the Foundation. Once the Manager becomes aware of a violation in the portfolio, the Manager shall notify the Foundation and provide a recommended course of action.

Exhibit G

UIF Conflicts of Interest Policy

CONFLICT OF INTEREST POLICY OF THE UNIVERSITY OF IDAHO FOUNDATION, INC.

ARTICLE I Purpose

The purpose of this conflict of interest policy is to protect The University of Idaho Foundation, Inc.'s (the "Foundation") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director, officer or employee of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations. Another purpose of this conflict of interest policy is to set forth a Code of Conduct and Ethics to guide the directors, principal officers and employees of the Foundation in the performance of their duties and the operation of the Foundation.

ARTICLE II Definitions

- 1. <u>Interested Person</u>. Any director, principal officer, member of a committee with governing board delegated powers, or employee of the Foundation who has a direct or indirect financial interest, as defined below, is an interested person.
- 2. <u>Financial Interest</u>. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family (including such person's spouse, ancestors, lineal descendants and spouses of lineal descendants):
- a. An ownership or investment interest in any entity with which the Foundation has a transaction or arrangement,
- b. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as material gifts or gratuities in excess of fifty dollars (\$50).

CONFLICT OF INTEREST POLICY UNIVERSITY OF IDAHO FOUNDATION, INC. Page 1 A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III Procedures

- 1. <u>Duty to Disclose</u>. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- 2. <u>Determining Whether a Conflict of Interest Exists</u>. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Procedures for Addressing the Conflict of Interest.

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

CONFLICT OF INTEREST POLICY UNIVERSITY OF IDAHO FOUNDATION, INC Page 2

4. Violations of the Conflict of Interest Policy.

- a. If the governing board or committee has reasonable cause to believe a director, principal officer or employee has failed to disclose an actual or possible conflict of interest, it shall inform the director, principal officer or employee of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.
- b. If, after hearing such person's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the director, principal officer or employee has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or

CONFLICT OF INTEREST POLICY UNIVERSITY OF IDAHO FOUNDATION, INC Page 3 indirectly, from the Foundation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI Code of Ethics and Conduct

Each director, principal officer, member of a committee with governing board delegated powers and employee of the Foundation shall be provided with and abide by the Code of Ethics and Conduct attached hereto as Exhibit "A" (hereinafter referred to as the "Code").

ARTICLE VII Annual Statements

Each director, principal officer, member of a committee with governing board delegated powers and employee shall sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy and the Code,
- b. Has read and understands the conflict of interest policy and the Code,
- c. Has agreed to comply with the conflict of interest policy and the Code,
- d. Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VIII Periodic Reviews

To ensure the Foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

CONFLICT OF INTEREST POLICY UNIVERSITY OF IDAHO FOUNDATION, INC. Page 4

and

ARTICLE IX Use of Outside Experts

When conducting the periodic reviews as provided for in Article VIII, the Foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

CERTIFICATE OF ADOPTION

The foregoing was duly adopted as the Conflict of Interest Policy of the Foundation by the Board of Directors effective as of the 25 day of ________, 2008.

Secretary of the Board of Directors

CONFLICT OF INTEREST POLICY UNIVERSITY OF IDAHO FOUNDATION, INC. Page 5

5 . . .

EXHIBIT "A" TO CONFLICT OF INTEREST POLICY

CODE OF CONDUCT AND ETHICS OF THE UNIVERSITY OF IDAHO FOUNDATION, INC.

ARTICLE I Purpose

This Code of Conduct and Ethics ("Code") is designed to guide the directors, principal officers and employees of the University of Idaho Foundation, Inc. ("Foundation") in the performance of their duties and the operation of the Foundation. The tax-exempt status of the Foundation includes an obligation to maintain the public trust. The Foundation takes this obligation very seriously. Accordingly, it is incumbent upon directors, principal officers, and employees of the Foundation to conduct the affairs of the Foundation with a commitment to the highest standards of integrity. This includes acting at all times in an honest and ethical manner, in compliance with all laws and regulations and avoiding actual, potential or apparent conflicts of interest.

ARTICLE II General Rules

This Code is applicable, unless otherwise indicated, to the conduct of all directors, principal officers and employees of the Foundation ("Foundation Personnel"). All Foundation Personnel owe the Foundation a duty of loyalty, and a duty to the Foundation to avoid conflicts, whether real, potential or apparent, between the interests of the Foundation and their personal financial interests. All Foundation Personnel must remain conscious of the potential for such conflicts, and act with candor and care in such situations. The Foundation's activities must be conducted according to the highest standards of objectivity and integrity and exclusively in furtherance of the Foundation's charitable purposes.

1. <u>Conflict of Interest.</u> The Foundation has developed a Conflict of Interest Policy. The purpose of the Conflict of Interest Policy is to protect the Foundation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director, officer or employee of the Foundation or may result in providing any such person with an improper benefit. The Conflict of Interest Policy defines those situations or circumstances which could create a real or perceived conflict of interest. Further, the policy establishes a method for ensuring disclosure and accountability. Foundation Personnel shall comply with the Foundation's Conflict of Interest Policy.

CODE OF CONDUCT AND ETHICS UNIVERSITY OF IDAHO FOUNDATION, INC. Page 1

- 2. <u>Gifts and Gratuities</u>. Foundation Personnel shall not accept from any source any material gift or gratuity (including but not limited to gifts, payments, commissions, entertainment, services, loans, or promises of future benefits) in excess of fifty dollars (\$50) that is offered, or reasonably appears to be offered, because of such person's position held with the Foundation; nor shall an offer of a prohibited gift or gratuity be extended by Foundation Personnel on a similar basis.
- 3. <u>Confidentiality</u>. Foundation Personnel are expected to exercise the utmost discretion in regard to all matters of Foundation business. They may not communicate any information known to them by reason of their position that has not been made public, except as may be necessary in the course of their duties or by authorization of the Board of Directors of the Foundation. Nor shall Foundation Personnel at any time use such information to private advantage. These obligations do not cease upon separation from the Foundation.

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BOISE STATE UNIVERSITY

SUBJECT

Multi-year contract with Gordon Presnell, Women's Head Basketball Coach

REFERENCE

February 2011 Board approved a two year employment agreement

with Women's Head Basketball Coach Gordon

Presnell

December 2014 Board approved a two-year and three-month

employment agreement with Women's Head

Basketball Coach Gordon Presnell

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) is seeking a two-year and seven-month employment contract for the Head Women's Basketball Coach (Coach). In December 2014, the State Board of Education (Board) approved a two-year and three-month employment extension contract with Gordon Presnell as the Women's Head Basketball Coach. The contract included an automatic extension clause extending one year after each season the team reached eighteen (18) wins.

IMPACT

No state funds are used and these amounts are paid only from program revenue, media, donations and other non-appropriated funds. Terms are as follows:

Term:

Fixed term contract of two years and nine months, commencing on August 14, 2016 and terminating on March 31, 2019. The contract will be automatically extended by one additional year commencing on April 1 and concluding on March 31 for each season in which the team has at least 18 wins.

Base Compensation:

\$220,000 per year with a one-time bonus payment of \$3,875.

Pay for Performance – Academic:

Academic incentive pay may be earned if annual team APR ranks nationally within women's basketball above the 50th percentile as follows:

National Rank (percentile) within Sport:

50th - 59.9%	\$5,000
60th - 69.9%	\$7,500
70th - 79.9%	\$10,000
80th % or above	\$12,500
Pay for Performance – Athletic:	
The greatest of the following:	
11 conference wins	\$2,000
12 conference wins	\$3,000
13 conference wins	\$4,000
14+ conference wins	\$7,500
Conference Regular Season Champions	\$12,500

The greater of the following two:

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Conference Tournament Finalist	\$3,000
Conference Tournament Champions	\$12,500

NCAA Tournament Appearance	\$5,000 per game
WNIT Appearance	\$3,000 per game
18 Wins	\$6,000

Maximum potential annual compensation (base salary and incentive payments) is \$298,500. In addition, the Coach may operate summer camps at BSU pursuant to the proposed agreement.

Buy-Out Provision: If the Coach terminates the agreement for convenience, the following liquidated damages will be due: \$40,000 for the first year, \$20,000 for the second year, or \$10,000 for the third year.

The base pay in the employment agreement reflects a 12.93% increase over the Coach's current base salary. The maximum proposed incentive pay for academic achievement is \$12,500, which is equal to the incentive amount for winning the conference championship. The proposed employment agreement is in substantial conformance with the Board's model contract and is similar to the standard issued by BSU for other coaches.

ATTACHMENTS

Attachment 1 – Proposed Contract	Page 5
Attachment 3 – Redline from Model	Page 19
Attachment 3 – Redline from Current Contract	Page 36
Attachment 4 – APR Summary	Page 51
Attachment 5 – Liquidated Damages	Page 52
Attachment 6 – Salary and Incentive Chart	Page 53
Attachment 7 – Max Compensation Calculation	Page 57

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STAFF COMMENTS AND RECOMMENDATIONS

Board Policy II.H. requires coach contracts with a term longer than three (3) years or with a total compensation amount of \$200,000 or more be approved by the Board. The proposed employment agreement potential rolling duration exceeds three years and its total annual compensation amount exceeds \$200,000 per year. The terms of the contract are aligned with Board policy and guidance and compare reasonably in terms of compensation level, bonus options, and liquidated damages provisions with those of Women's Basketball programs at similar institutions. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a two-year, nine-month employment agreement with Gordon Presnell, Head Women's Basketball Coach, commencing on August 14, 2016 and terminating on March 31, 2019, at a base salary of \$220,000 and supplemental compensation provisions, as submitted in Attachment 1.

Moved by	Seconded by	Carried Yes	No	
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EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into by and between Boise State University (the "University") and Gordon H. Presnell ("Coach").

ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach (the "Position") of its intercollegiate Women's Basketball team (the "Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Director of Athletics (the "Director") or the Director's designee. Coach shall abide by the reasonable instructions of the Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the "President").
- 1.3. <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

- 2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of two (2) years seven (7) months, commencing on August 14, 2016 and terminating without further notice to Coach on March 31, 2019 (the "Term") unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2 <u>Renewal.</u> This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.
- 2.3 Automatic Extensions. The term of this Agreement will automatically be extended by one (1) additional year commencing on April 1 and concluding on March 31 for

ATTACHMENT 1

each season in which the team has at least eighteen (18) wins. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the Women's National Invitation Tournament ("WNIT"), or the National Collegiate Athletic Association ("NCAA") Tournament, to the exclusion of all other pre-season exhibition games or post-season tournaments.

ARTICLE 3

3.1 <u>Regular Compensation</u>.

- 3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:
 - a) A salary of \$220,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
 - b) A one-time bonus payment of \$3,875, which shall be paid after execution of this Agreement;
 - c) The opportunity to receive such employee benefits calculated on the "base salary" set forth in set forth in section 3.1.1(a) as the University provides generally to non-faculty exempt employees; and
 - d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- 3.2 <u>Supplemental Compensation</u>. Coach may earn supplemental compensation as follows:

3.2.1 Athletic Achievement

a) The greatest of the following:

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11 conference wins	\$2,000
12 conference wins	\$3,000
13 conference wins	\$4,000
14+ conference wins	\$7,500
Conference Regular Season Champions	\$12,500

ATTACHMENT 1

b) The greater of the following two:

Conference Tournament Finalist \$3,000 Conference Tournament Champions \$12,500

c) NCAA Tournament Appearance \$5,000 per game

d) WNIT Appearance \$3,000 per game

e) 18 Wins \$6,000

3.2.2 Academic Achievement

Academic Incentive Pay may be earned if annual team APR ranks nationally within women's basketball as follows:

National Rank	Within S	<u>port</u>
975-980	=	\$5,000
981-985	=	\$7,500
986-990	=	\$10,000
991 or above	=	\$12,500

- 3.2.3 Conditions for payment of Academic and Athletic supplemental compensation:
 - a. If Coach qualifies for Athletic Achievement Supplemental Compensation pursuant to section 3.2.1, University will pay Coach on the first regular pay date in July, following the year in which such supplemental compensation is calculated but only if Coach is still employed by the University on that date. Ranking shall be determined based on NCAA National End of Season Ranking.
 - b. If Coach qualifies for Academic Achievement Supplemental Compensation pursuant to section 3.2.2, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.
 - c. In order to receive any of the 3.2.1 supplemental compensation, the Team's retention rate must be at least 50% for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.
- 3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to

ATTACHMENT 1

consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director and approved by the University's Board of Trustees.

- 3.2.5 The Coach may receive compensation hereunder from the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs
-). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, callin show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.
- 3.2.6 Summer Camp Operated by the University. Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer basketball camps, the University shall pay Coach a reasonable supplemental compensation during each year of his employment as head coach at the University. The summer youth camp must be operated by Coach in a manner that reflects positively on the University and the Department. The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps. All revenues and expenses of the Camp shall be deposited with and paid by the University.

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of

ATTACHMENT 1

University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

- 3.2.8 Away Game Guarantee. In the event the University schedules an away contest with a non-conference opponent for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: any amount of the game guarantee, will be split between (a) the Department and (b) the Coach and assistant coaches at the recommendation of Coach, subject to the Director's final approval.
- 3.3 <u>General Conditions of Compensation</u>. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

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- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises will be provided periodically to Coach by the University. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.
- 4.3 <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country

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club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

- 4.4 <u>Hiring Authority</u>. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.
- 4.5 <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of the Team's competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.
- 4.7 <u>Specific Duties of Coach</u>. The Coach is expected to devote full-time to coaching and recruitment involving the Team as the head coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:
 - a) The annual BAA barbecue
 - b) The weekly BAA function during the relevant season;
 - c) The annual BAA Endowment dinner;
 - d) The BSU Athletic Hall of Fame dinner;
 - e) The BAA Bronze Bronco Award banquet;
 - f) The BAA/Alumni Auction dinner:
 - g) All Department staff meetings called by the Director;
 - h) Athletic Department Graduation Reception:
 - i) Bronco Golf Series Tournaments.

ARTICLE 5

5.1 <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

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- 5.1.1 In addition to the definitions contained in applicable rules regulations, and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.
 - a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
 - b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
 - c) A deliberate or major violation by Coach of any applicable law or the rules, regulations, or policies, of the University, the University's governing board, the Conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
 - d) Ten (10) working days absence of Coach from duty without the University's consent;
 - e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
 - f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
 - g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
 - h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
 - i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

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- 5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 <u>Termination of Coach for Convenience of University.</u>

- 5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the "base salary amount set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided, however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits.

ATTACHMENT 1

Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

- 5.2.3 The parties have both been represented by, or had the opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.
- 5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3 Termination by Coach for Convenience.

- 5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract Term.
- 5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.
- 5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before March 31, 2017, the sum of \$40,000; (b) if the Agreement is terminated between April 1, 2017 and March 31, 2018 inclusive, the sum of \$20,000; (c) if the Agreement is terminated between April 1, 2018 and March 16, 2019 inclusive, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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- 5.3.4 The parties have both had opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminated this Agreement because of a material breach by the University.
- 5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments and all accumulated leave.

5.4 <u>Termination Due to Disability or Death of Coach.</u>

- 5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.
- 5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.
- 5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.
- 5.5 <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.6 <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

ATTACHMENT 1

Maiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rule Manual (ID ADMIN. CODE 08.01.01 et seq) and Governing Policies and Procedures Manual, and the University Policies.

ARTICLE 6

- 6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.
- 6.2 <u>University Property</u>. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 <u>Waiver</u>. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.
- 6.5 <u>Severability</u>. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.
- 6.6 <u>Governing Law</u>. This Agreement shall be subject to and construed in accordance with the laws of the State of Idaho as an agreement to be performed in Idaho. Any action based

ATTACHMENT 1

in whole or in part on this Agreement shall be brought in the state district court in Ada County, Boise, Idaho.

- 6.7 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9 Non-<u>Confidentiality</u>. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.
- 6.10 <u>Notices</u>. 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:

the University: Director of Athletics

Boise State University 1910 University Drive Boise, Idaho 83725-1020

with a copy to: Office of the President

Boise State University 1910 University Drive Boise, Idaho 83725-1000

the Coach: Gordon H. Presnell

Last known address on file with

University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 <u>Headings</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

ATTACHMENT 1

- 6.12 <u>Binding Effect.</u> This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
- 6.13 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.
- 6.14 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15 <u>Entire Agreement</u>; <u>Amendments</u>. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.
- 6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY		СОАСН			
Robert Kustra, President	Date	Gordon H. Presnell	Date		
Approved by the Board on the _	day of	, 20			

ATTACHMENT 2

(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This	Employment	Agreement	(the	<u>"</u> Ag	reement) ")	is	entered	into	by	and	betv	veen
		<u>——(Bo</u>	ise S	State	_University	(College)	,the	"Uni	iversit	<u>y")</u>	and
		(Gordon)	H. Pr	esnell	("Coach)."	<u>).</u>						

ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University (College) shall employ Coach as the head coach (the "Position") of its intercollegiate (Sport) Women's Basketball team (the "Team) (or Director of Athletics)."). Coach (Director) represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the <u>University (College)'s University's</u> Director <u>of Athletics (the "Director")</u> or the Director's designee. Coach shall abide by the reasonable instructions of <u>the Director</u> or the <u>Director's designee</u> and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the <u>University (College)'s Chief executive officer (Chief executive officer). University's President (the "President").</u>
- 1.3. <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the <u>University (College)'s University's</u> athletic program as the Director may assign and as may be described elsewhere in this Agreement. <u>Coach shall</u>, to the best of Coach's ability, and consistent with <u>University policies and procedures</u>, perform all duties and responsibilities <u>customarily associated with the Position</u>. The University <u>(College)</u> shall have the right, at any time, to reassign Coach to duties at the University <u>(College)</u> other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through <u>(Depending on supplemental pay provisions used)</u> 3.2.7 shall cease.

ARTICLE 2

2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of _____(__two (2) years_seven (7) months, commencing on _____August 14, 2016 and terminating, without further notice to Coach, on _____March 31, 2019 (the "Term") unless sooner terminated in

ATTACHMENT 2

accordance with other provisions of this Agreement.

- 2.2. Extension or 2.2 Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the University's Board of Education Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement Agreement count in any way toward tenure at the University (College).
- 2.3 Automatic Extensions. The term of this Agreement will automatically be extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the team has at least eighteen (18) wins. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the Women's National Invitation Tournament ("WNIT"), or the National Collegiate Athletic Association ("NCAA") Tournament, to the exclusion of all other pre-season exhibition games or post-season tournaments.

ARTICLE 3

3.1 Regular Compensation.

- 3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University (College) shall provide to Coach:
 - a) An annual salary of \$____\$220,000 per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and Chief executive officer President and approved by the University (College)'s University's Board of (Regents or Trustees);
 - b) The opportunity to receive such employee benefits as the <u>University (College)</u> provides generally to non-faculty exempt employees; and
 - b) A one-time bonus payment of \$3,875, which shall be paid after execution of this Agreement;
 - c) The opportunity to receive such employee benefits <u>calculated on</u> the "base salary" set forth in set forth in section 3.1.1(a) as the University (College)'s provides generally to non-faculty exempt employees; and

ATTACHMENT 2

d) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department)") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 <u>Supplemental Compensation</u>. <u>Coach may earn supplemental compensation as</u> follows:

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a _(bowl_game pursuant to NCAA Division I guidelines or post_season_tournament or post_season_playoffs) __, and if Coach_continues to be employed as _University (College)'s head ___ (Sport) _ coach as of the ensuing July 1st, the _University (College) shall pay to Coach supplemental compensation in an amount equal to ___ (amount or computation) _ of Coach's Annual Salary during the fiscal year in which the championship and _(bowl_or other post_season) _ eligibility are achieved. The _University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head __(Sport)_ coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to _(amount or computation)__ of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.1 3.2.3 Athletic Achievement

<u>a)</u>	The greatest of the following:	
	11 conference wins	\$2,000
	12 conference wins	\$3,000
	13 conference wins	\$4,000
	14+ conference wins	\$7,500
	Conference Regular Season Champions	\$12,500

b)	The greater of the following two:	
	Conference Tournament Finalist	\$3,000
	Conference Tournament Champions	\$12,500

c)	NCAA Tournament Appearance	\$5,000 per game
	* *	

d) WNIT Appearance \$3,000 per game

ATTACHMENT 2

e) 18 Wins \$6,000

3.2.2 Academic Achievement

Academic Incentive Pay may be earned if annual team APR ranks nationally within women's basketball as follows:

National Rank \	Within !	Sport Sport
975-980	=	\$5,000
981-985	=	\$7,500
986-990	=	\$10,000
991 or above	=	\$12,500

3.2.3 Conditions for payment of Academic and Athletic supplemental compensation:

a. If Coach qualifies for Athletic Achievement Supplemental
Compensation pursuant to section 3.2.1, University will pay Coach on the first
regular pay date in July, following the year in which such supplemental
compensation is calculated but only if Coach is still employed by the University
on that date. Ranking shall be determined based on NCAA National End of
Season Ranking.

<u>b. If Coach qualifies for Academic Achievement Supplemental</u>
<u>Compensation pursuant to section 3.2.2, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.</u>

- c. In order to receive any of the 3.2.1 supplemental compensation, the Team's retention rate must be at least 50% for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.
- <u>3.2.4</u> Each year Coach <u>shallmay</u> be eligible to receive supplemental compensation in an amount up to <u>(amount or computation)</u> based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the <u>University (College)</u> as academically at risk students; the conduct of Team members on the <u>University (College)</u> campus, at authorized <u>University (College)</u> activities, in the community, and elsewhere. Any such supplemental compensation paid

ATTACHMENT 2

to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation) _____ based on the overall development of the intercollegiate (men's/women's) _(Sport) __women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) _students, staff, faculty, alumni and boosters; and any other factors the Chief executive officerPresident wishes to consider. _The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the Chief executive officerPresident in consultation with the Director and approved by the University's Board of Trustees.

3.2.5—The Coach shallmay receive the sum of (amount or computation) compensation hereunder from the University (College) or the University (College)'s University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later.). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University (College)'s University's designated media outlets.

3.2.6 (SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))Summer Camp Operated by the University. Coach agrees that the University (College) has the exclusive right to operate youth (Sport)—basketball camps on its campus using University (College)—facilities. The University—(College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general

ATTACHMENT 2

administration of the <u>University (College)</u>'s football<u>University</u>'s basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the <u>University (College)</u>'s<u>University</u>'s summer football<u>basketball</u> camps, –the University <u>(College)</u> shall pay Coach <u>(amount)</u> per year as reasonable supplemental compensation during each year of his employment as head <u>(Sport)</u> coach at the University. The summer youth camp must be operated by Coach in a manner that reflects positively on the University (College). This amountand the Department. The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps. All revenues and expenses of the Camp shall be deposited with and paid <u>(terms of payment)</u> by the University.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth _(Sport)__ camp at the <u>University (College)</u> under the following conditions:

- a) The summer youth camp operation reflects positively on the University (College) and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use <u>University (College)</u> personnel, equipment, or facilities without the prior written approval of the Director:
- c) Assistant coaches at the <u>University (College)</u> are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of <u>University</u> (College) facilities including the ...
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s),

ATTACHMENT 2

Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the <u>University</u> (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.2.7—Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has enteredthe authority to enter into an agreement with (Company Name) a company to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s University's reasonable request, Coach will consult with appropriate parties concerning an (Company Name) a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name) the University's designated company, or give a lecture at an event sponsored in whole or in part by (Company Name) said company, or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) basketball

ATTACHMENT 2

coach. In order to avoid entering into an agreement with a competitor of __(Company Name) the University's designated company, Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including __(Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.__

- 3.2.8 Away Game Guarantee. In the event the University schedules an away contest with a non-conference opponent for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: any amount of the game guarantee, will be split between (a) the Department and (b) the Coach and assistant coaches at the recommendation of Coach, subject to the Director's final approval.
- 3.3 <u>General Conditions of Compensation</u>. All compensation provided by the University (College) to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University (College) to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. —In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University (College) and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University (College), the University (College)'s University's governing board, the conference, of which the University is a member (the "Conference"), and the NCAA (or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members

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of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C.will be provided periodically to Coach by the University. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University (College)'s Handbook; (c) University (College)'s Administrative Procedures the University's Policy Manual; (dc) the policies of the Department; (ed) NCAA (or NAIA) rules and regulations; and (fe) the rules and regulations of the (Sport) conference of which the University (College) is a memberConference.

- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University_(College), would reflect adversely upon the University_(College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the Chief executive officerPresident, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief executive officerPresident.
- NCAA (or NAIA) Rules. Outside Income. In accordance with NCAA (or NAIA) 4.3 rules, Coach shall obtain prior written approval from the University (College)'s Chief executive officerPresident and Director for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s Chief executive officer University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College); the University (College)'s governing board, the conference, or the NCAA (or NAIA), the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets

- to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.
- 4.4 <u>Hiring Authority</u>. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of <u>Chief executive officer President</u> and the <u>University (College)'s University's</u> Board of <u>(Trustees or Regents)</u>.
- 4.5 <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of <u>Teamthe Team's</u> competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.
- 4.7 Specific Duties of Coach. The Coach is expected to devote full-time to coaching and recruitment involving the Team as the head coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:
 - a) The annual BAA barbecue
 - b) The weekly BAA function during the relevant season;
 - c) The annual BAA Endowment dinner;
 - d) The BSU Athletic Hall of Fame dinner;
 - e) The BAA Bronze Bronco Award banquet;
 - f) The BAA/Alumni Auction dinner:
 - g) All Department staff meetings called by the Director;
 - h) Athletic Department Graduation Reception;
 - i) Bronco Golf Series Tournaments.

ARTICLE 5

5.1 <u>Termination of Coach for Cause</u>. The University (College) may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, and policies.

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_____5.1.1 In addition to the definitions contained in applicable rules and regulations, and policies, University—(College) and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.

- a) A deliberate or major violation of Coach's duties under this agreement Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement Agreement within thirty (30) days after written notice from the University (College);
- A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations, or policies, of the University (College), the University (College)'s University's governing board, the conference Conference or the NCAA (NAIA), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days absence of Coach from duty without the University (College)'s University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the <u>University (College)'sUniversity's</u> judgment, reflect adversely on the University (College) or its athletic programs;
- f) The failure of Coach to represent the University (College) and its athletic programs positively in public and private forums;
- g) _____g)_The failure of Coach to fully and promptly cooperate with the NCAA (NAIA)_or the University_(College) in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University_(College), the University_(College)'sUniversity's governing board, the conferenceConference, or the NCAA-(NAIA);
- h) h)—The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s University's governing board, the conference Conference, or the NCAA—(NAIA), by one of—Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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- i) i)—A violation of any applicable law or the policies, rules or regulations of the University—(College), the University—(College)'s University's governing board, the conference Conference, or the NCAA—(NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.
- 5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University (College) as follows: before the effective date of the suspension, reassignment, or termination, the Director or his Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University (College) shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3 In the event of any termination for good or adequate cause, the <u>University</u> (<u>College</u>)'s <u>University</u>'s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University (<u>College</u>) shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4 If found in violation of NCAA (NAIA)—regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA (NAIA)—enforcement procedures. This section applies to violations occurring at the University—(College) or at previous institutions at which the Coach was employed.
 - 5.2 Termination of Coach for Convenience of University (College)...
- <u>5.2.1</u> At any time after commencement of this Agreement, University (College), for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.2.2 5.2.2—In the event that University (College) terminates this Agreement for its own convenience, University (College)—shall be obligated to pay Coach, as liquidated damages and not a penalty, the "base salary amount set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University (College)—until the termTerm of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided, however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation

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deductions deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University (College) employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 5.2.3 The parties have both been represented by, or had the opportunity to consult with, be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are not, and shall not be construed to be, a penalty.

<u>5.2.4</u> <u>5.3</u> <u>In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.</u>

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University (College) is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University (College) before the end of the contract term Term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University (College). Termination shall be effective ten (10) days after notice is given to the University (College).

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Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.4 — 5.3.4 — The parties have both beenhad opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates terminated this Agreement because of a material breach by the University (College).

<u>5.3.5</u> Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments and all accumulated leave.

5.4 5.4 Termination due Due to Disability or Death of Coach.

<u>5.4.1</u> Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the <u>University (College)'s University's</u> disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 5.4.2 If this Agreement is terminated because of Coach's Coach's death, Coach's Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University (College) and due to the Coach's Coach's estate or beneficiaries thereunder.

- 5.4.3 5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the <u>University (College)'s University's</u> disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University (College).
- 5.5 <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the <u>University (College)'s University's</u> student-athletes or otherwise obstruct the <u>University (College)'s University's</u> ability to transact business or operate its intercollegiate athletics program.
- 5.6 <u>No Liability</u>. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.7 <u>Waiver of Rights</u>. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rule Manual (ID ADMIN. CODE 08.01.01 et seq) and Governing Policies and Procedures, IDAPA 08.01.01 et seq., Manual, and the University (College) Faculty Staff HandbookPolicies.

ARTICLE 6

- 6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University (College)'s University's Board of (Regents or Trustees)—and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement Agreement shall be subject approval the **University** to the of (College)'s University's Board of (Regents or Trustees), the Chief executive officerPresident, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of (Regents or Trustees) and University (College)'s University's rules regarding financial exigency.
- 6.2 <u>University (College) Property</u>. All personal property (excluding vehicle(s) provided through the ______ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at

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the <u>University (College)</u>'s <u>University's</u> direction or for the <u>University (College)</u>'s <u>University's</u> use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the <u>University (College)</u>. Within twenty-four (24) hours of the expiration of the <u>termTerm</u> of this <u>agreement Agreement</u> or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

- 6.3 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 <u>Waiver</u>. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies
- 6.5 <u>Severability</u>. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.
- 6.6 <u>Governing Law.</u> This Agreement shall be subject to and construed in accordance with the laws of the <u>stateState</u> of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the <u>courts of the</u> state <u>of district</u> <u>court in Ada County, Boise,</u> Idaho.
- 6.7 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University—(College).
- 6.8 <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefortherefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9 <u>Non-Confidentiality</u>. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the <u>University (College)</u>'s <u>University</u>'s sole discretion.
- 6.10 <u>Notices</u>. 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

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parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University <u>(College)</u> :	Director of Athletics Boise State University 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Chief executive officerOffice of the President Boise State University 1910 University Drive
	Boise, Idaho 83725-1000
the Coach:	Gordon H. Presnell Last known address on file with University (College)'s University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

- 6.11 <u>Headings</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.
- 6.12 <u>Binding Effect.</u> This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
- 6.13 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the <u>University</u> (<u>College</u>)'s <u>University</u>'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University (<u>College</u>) (including contraction, abbreviation or simulation), except in the course and scope of his official University (<u>College</u>) duties.
- 6.14 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15 <u>Entire Agreement; Amendments.</u> This Agreement constitutes the entire agreement <u>ofbetween</u> the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by <u>University</u> (College)'s University's Board of (Regents or Trustees).

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6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

JNIVERSITY <u>(COLLEGE)</u>	COACH		
, Chief executive officer	Robert Kustra, President Gordon H. Presnell Date	_Date	
Approved by the Board of (Regents 2010.	or Trustees) on the day of	?	

ATTACHMENT 3

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into by and between Boise State University (the "University") and Gordon H. Presnell ("Coach").

ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach (the "Position") of its intercollegiate Women's Basketball team (the "Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Director of Athletics (the "Director") or the Director's designee. Coach shall abide by the reasonable instructions of the Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the "President").
- 1.3. <u>Duties</u>. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

- 2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of two (2) years three <u>seven (7)</u> months, commencing on <u>December 19, 2014August 14, 2016</u> and terminating without further notice to Coach on March 31, <u>2017–2019</u> (the "Term") unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2 <u>Renewal.</u> This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.
- 2.3 Automatic Extensions. The term of this Agreement will automatically be extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the team has at least eighteen (18) wins. For the purpose of calculation of

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wins, such wins must occur during the regular season, the conference tournament, the Women's National Invitation Tournament ("WNIT"), or the National Collegiate Athletic Association ("NCAA") Tournament, to the exclusion of all other pre-season exhibition games or post-season tournaments

ARTICLE 3

3.1 Regular Compensation.

- 3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:
 - a) a) A salary of \$189,132\$220,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
 - b) A one-time bonus payment of \$3,875, which shall be paid after execution of this Agreement;
 - The opportunity to receive such employee benefits calculated on the "base salary" set forth in set forth in section 3.1.1(a) as the University provides generally to non-faculty exempt employees; and
 - ed) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- 3.2 <u>Supplemental Compensation</u>. Coach may earn supplemental compensation as follows:

3.2.1 Athletic Achievement

a) The greatest of the following:	
11 conference wins	\$2,000
12 conference wins	\$3,000
13 conference wins	\$4,000
14+ conference wins	\$7,500
Conference Regular Season Champions	\$12,500
Conference Regular Season Champions \$10.9	900

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b) The greater of the following two:

Conference Tournament Finalist \$3,000

Conference Tournament Champions \$\frac{10,000}{2,500}\$

c) NCAA Tournament Appearance \$5,000 per game

d) WNIT Appearance \$3,000 per game

e) The greater of the following two:

Winning Record (more wins than losses) \$4,000

20<u>18</u> Wins \$8,000\\$6,000

3.2.2 Academic Achievement

Academic Incentive Pay may be earned if annual team APR ranks nationally within women's basketball as follows:

National Rank \	Within S	<u>Sport</u>
975-980	=	\$5,000
981-985	=	\$7,500
986-990	=	\$10,000
991 or above	=	\$12.500

- 3.2.3 Conditions for payment of Academic and Athletic supplemental compensation:
 - a. If Coach qualifies for Athletic Achievement Supplemental Compensation pursuant to section 3.2.1, University will pay Coach on the first regular pay date in July, following the year in which such supplemental compensation is calculated but only if Coach is still employed by the University on that date. Ranking shall be determined based on NCAA National End of Season Ranking.
 - b. If Coach qualifies for Academic Achievement Supplemental Compensation pursuant to section 3.2.2, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.
 - c. In order to receive any of the 3.2.1 supplemental compensation, the Team's retention rate must be at least 50% for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.
- 3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate women's basketball program; ticket

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sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director and approved by the University's Board of Trustees.

- 3.2.5 The Coach may receive compensation hereunder from the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs
-). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, callin show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.
- 3.2.6 Summer Camp Operated by the University. Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer basketball camps, the University shall pay Coach a reasonable supplemental compensation during each year of his employment as head coach at the University. The summer youth camp must be operated by Coach in a manner that reflects positively on the University and the Department. The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps. All revenues and expenses of the Camp shall be deposited with and paid by the University.

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during

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official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

- 3.2.8 Away Game Guarantee. In the event the University schedules an away contest with a non-conference opponent for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: any amount of the game guarantee, will be split between (a) the Department and (b) the Coach and assistant coaches at the recommendation of Coach, subject to the Director's final approval.
- 3.3 <u>General Conditions of Compensation</u>. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

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- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises will be provided periodically to Coach by the University. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.
- 4.3 <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country

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club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

- 4.4 <u>Hiring Authority</u>. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.
- 4.5 <u>Scheduling</u>. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of the Team's competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.
- 4.7 <u>Specific Duties of Coach</u>. The Coach is expected to devote full-time to coaching and recruitment involving the Team as the head coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:
 - a) The annual BAA barbecue
 - b) The weekly BAA function during the relevant season;
 - c) The annual BAA Endowment dinner;
 - d) The BSU Athletic Hall of Fame dinner;
 - e) The BAA Bronze Bronco Award banquet;
 - f) The BAA/Alumni Auction dinner:
 - g) All Department staff meetings called by the Director;
 - h) Athletic Department Graduation Reception;
 - i) Bronco Golf Series Tournaments.

ARTICLE 5

5.1 <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

ATTACHMENT 3

- 5.1.1 In addition to the definitions contained in applicable rules regulations, and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.
 - A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
 - b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
 - c) A deliberate or major violation by Coach of any applicable law or the rules, regulations, or policies, of the University, the University's governing board, the Conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
 - d) Ten (10) working days absence of Coach from duty without the University's consent;
 - e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
 - f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
 - g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
 - h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
 - i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

ATTACHMENT 3

- 5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 <u>Termination of Coach for Convenience of University.</u>

- 5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the "base salary amount set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided, however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits.

ATTACHMENT 3

Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

- 5.2.3 The parties have both been represented by, or had the opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.
- 5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3 Termination by Coach for Convenience.

- 5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract Term.
- 5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.
- 5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before March 31, 20152017, the sum of \$40,000; (b) if the Agreement is terminated between April 1, 2015-2017 and March 31, 2016-2018 inclusive, the sum of \$20,000; (c) if the Agreement is terminated between April 1, 2016-2018 and March 16, 2017-2019 inclusive, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

ATTACHMENT 3

- 5.3.4 The parties have both had opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminated this Agreement because of a material breach by the University.
- 5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments and all accumulated leave.

5.4 <u>Termination Due to Disability or Death of Coach.</u>

- 5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.
- 5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.
- 5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.
- 5.5 <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.6 <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

ATTACHMENT 3

Maiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rule Manual (ID ADMIN. CODE 08.01.01 et seq) and Governing Policies and Procedures Manual, and the University Policies.

ARTICLE 6

- 6.1 <u>Board Approval</u>. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.
- 6.2 <u>University Property</u>. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3 <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 <u>Waiver</u>. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.
- 6.5 <u>Severability</u>. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.
- 6.6 <u>Governing Law</u>. This Agreement shall be subject to and construed in accordance with the laws of the State of Idaho as an agreement to be performed in Idaho. Any action based

BUSINESS AFFAIRS AND HUMAN RESOURCES AUGUST 11, 2016

ATTACHMENT 3

in whole or in part on this Agreement shall be brought in the state district court in Ada County, Boise, Idaho.

- 6.7 <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9 Non-<u>Confidentiality</u>. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.
- 6.10 <u>Notices</u>. 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:

the University: Director of Athletics

Boise State University 1910 University Drive Boise, Idaho 83725-1020

with a copy to: Office of the President

Boise State University 1910 University Drive Boise, Idaho 83725-1000

the Coach: Gordon H. Presnell

Last known address on file with

University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 <u>Headings</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

BUSINESS AFFAIRS AND HUMAN RESOURCES AUGUST 11. 2016

ATTACHMENT 3

- 6.12 <u>Binding Effect.</u> This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
- 6.13 <u>Non-Use of Names and Trademarks</u>. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.
- 6.14 <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15 <u>Entire Agreement; Amendments.</u> This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.
- 6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY		СОАСН			
Robert Kustra, President	Date	Gordon H. Presnell	Date		
Approved by the Board on the _	day of	, 20			

BOISE STATE UNIVERSITY

Women's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2011-12	2012-13	2013-14	2014-15
Women's Basketball	1000	962	966	983
National % Rank by Sport	90-100	20-30	20-30	70-80

REPORT YEAR
Raw Score for single year
Percentile Rank for Sport

MULTI-YEAR APR (4-Year Rolling Average	e	rag	vei	A۱	ing	Rolli	ear	(4-	PR	Α	ΑR	-YE	LTI	MUL	Ν
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Women's Basketball	973	973	974	970

Coach	School	Length of Contract	15 Salary al comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Yvonne Sanchez	New Mexico	5/1/15 - 4/30/19	\$ 266,640	Yes	Flat Rate	\$100,000 paid within 60 days of termination at any time
Gordon Presnell	Boise State	6/16/16 - 3/31/19	\$ 220,000	Yes	Sliding Scale	See Contract
Ryun Williams	Colorado State	7/1/15 - 6/30/20	\$ 219,300	Yes	Tied to base salary and number of years remaining on contract	 (i) If such termination occurs on or before July 31, 2019, the Liquidated Damages shall be the greater of: (1) \$1,075,000; or (2) an amount equal to Williams' total remaining Base Salary (as set forth in Section 4.a. herein and as of the date of termination) for all years and months remaining from the termination date until the Contract Ending Date (as defined in Section 1 herein); or (ii) If such termination occurs after July 31, 2019, the Liquidated Damages shall be an amount equal to Williams' total remaining Base Salary (as set forth in Section 4.a. herein and as of the date of termination) for all years and months remaining from the termination date until the Contract Ending Date (as defined in Section 1 herein).
Stacie Terrry	San Diego State	7/1/15 - 4/30/18	\$ 218,880	Yes	Sliding Scale	9. <u>Buyout</u> -schedule of payments if coach leaves early for another position a. Before completion of years one and two-\$225,000 b. Before completion of year three-\$125,000 c. Before completion of year four-\$75,000 d. Before completion of year five-\$0
Jaime White	Fresno State	4/16/14 - 4/15/19	\$ 200,004	NA	NA	NA
Joe Legerski	Utah State	5/1/14 - 4/30/19	\$ 188,004	No	NA	NA
Jamie Craighead	San Jose State	8/1/15 - 9/16/18	\$ 185,400	No	NA	NA
Jane Albright	Nevada	7/1/12 - 6/30/16	\$ 183,245	Yes	Flat Rate	c. In the event the Employee terminates this Agreement, the Employee shall pay to the University, as liquidated damages, an amount equal to the Employee's Guaranteed Base Salary for the period remaining in the Term of this Agreement.
Kathy Oliver	UNLV	7/1/15 - 4/1/17	\$ 181,800	Yes	Flat Rate	In the event the Employee terminates this Agreement, the Employee shall pay to the University, as liquidated damages, an amount equal to the Employee's Guaranteed Base Salary for the period remaining in the Term of this Agreement.
Jerry Finkbeiner	Utah State	7/1/12 - 5/30/17	\$ 157,975	Yes	Sliding Scale	100% of annual salary in 1st year, 75% of of annual salary in 2nd year, 50% of of annual salary in 3rd year, 25% of of annual salary in 4th year.
Chris Gobrecht	Air Force	NA	NA	NA	NA	NA

		Base		
Coach	School	Salary	Incentives	
Yvonne Sanchez	New Mexico	\$ 266,640	2. Winning MWC post-season tournament 3. Qualifying for National Collegiate Athletic Association (NCAA) but not winning regular season or post-season 4. Sweet 16 Appearance 5. Elite 8 Appearance	llative amount. sixty (60) days ncentive salary
Gordon Presnell	Boise State	\$ 220,000	See Agreement	
Ryun Williams	Colorado State	\$ 219,300	Courtesy car, country club membership, Achievement Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Williams wins both the regular season and tournament championship in the same season, a maximum of \$25,000 will be paid for this achievement.) Qualify for the NCAA Championship Tournament Advance to the Sweet 16 of the NCAA Championship Tournament Advance to the Final 4 of the NCAA Championship Tournament Win the NCAA National Championship Tournament Additional \$30	5,000 0,000 0,000

Stacie Terrry	San Diego State	\$ 218,880	4. Bonus structure a. MWC Regular Season or Tournament Championship-\$17,000 b. NCAA Tournament-highest of below i. Appearance-\$25,000 ii. Final Four appearance-\$35,000 iii. Championship-\$50,000 c. WNIT Post-Season Appearance-\$17,000 d. MWC Coach of Year-\$5,000 e. National Coach of Year-\$15,000 f. Team cumulative GPA above 2.80-\$10,000 g. APR (4 year average) above 950-\$10,000 h. Win 20 or more games-\$10,000 5. Use of Car-car stipend, \$341.67 per month
Jaime White	Fresno State	\$ 200,004	NA
Joe Legerski	Wyoming	\$ 188,004	a. Season Ticket Incentives: sold at full price (as set by the Athletic Department) 750 to 999 tickets sold /year \$10,000 1,000 to 1,499 tickets sold/year \$20,000 1,500 to 1,999 tickets sold/year \$25,000 2,000 to 2,499 tickets sold/year \$30,000 2,500 or more tickets sold/year \$35,000 b. Single Game Ticket Incentive: \$1.00 per single game ticket purchased at all home basketball games, including exhibition games but not including any post-season tickets sold. c. Cowboy Joe and Athletic Department Speaker and Appearance Fee: \$25,000 d. Sports Radio Broadcast Talent Fee: \$7,500 e. Outreach/Promotional Appearance Fee: \$12,500 (Employee must make a MINIMUM of 3 appearances for outreach/promotional purposes as approved by the Director of Athletics. These appearances are in addition to other contractual appearance requirements). f. Academic Achievement Award: \$7,500 Employee shall receive \$7,500 for each year in which the cumulative team GPA is a 3.0 as higher at the end of the full academic year including summer. For purposes of this

or migner at the end of the full academic year increasing semanter. I or purposes or any incentive the following provisions apply: The annual "team" shall be defined as the official squad list that is sent to the MWC prior to the 1st date of competition. The annual "team" GPA shall be calculated using the following parameters: 2. The GPA shall be calculated at the end of the full academic year including the following summer. For example, when calculating the annual "team" GPA for the 2012-2013 academic year, the fall 2012, spring 2013 and summer 2013 term GPAs will be utilized. The exception to this rule will be that the summer term prior to the academic year will be included in the calculation for any newcomers (including those newcomers receiving an athletic scholarship and those not receiving an athletic scholarship) who took summer school prior to initial enrollment. Thus, when calculating the annual "team" GPA for the 2012-2013 academic year, the summer 2012 (only for newcomers taking summer school prior to initial enrollment), the fall 2012, spring 2013 and summer 2013 term GPAs will be utilized. The annual "team" GPA will be calculated using the Quality (GPA) Hours and Quality Points earned for each term as outlined above. The annual "team" GPA shall be calculated by the Athletic Office of Academic 3. Support. g. Post-Season Incentive Fee: NCAA Tournament Appearance Incentive — \$10,000 plus an additional \$2,500 for each round beyond the first round; WNIT Appearance Initiative -- \$5,000 plus an additional \$1,000 for each round played beyond the first round. NOTE: The above Post-Season Incentive Fees are in addition to any awards provided by the Cowboy Joe Club per its Bylaws and /or by approval vote of the Cowboy Joe Club Board of Directors. Employee will receive \$500 per month as a vehicle allowance. Conference championehip Regular sesson - \$18,000 Conference toursament - \$15,000 NCAA at-large bid - \$15,000 WNIT post-season bid - \$8,000 \$ 185,400 Conference coach-of-the-year - \$10,000 Jamie Craighead San Jose State If the team's 2013-14 individual year APR is 950 or higher - \$5,000. The APR number will be set annually by October 1 during the remaining years of this contract. If the team wins 15 regular season games or more, employee's supplemental compensation will increase by \$7,500/year If the team has a winning regular season, more wins than losses, the term of this agreement will be extended one year.

Jane Albright	Nevada	\$ 183,245	Courtesy car, a. NCAA Tournament. For each round of the NCAA Tournament that the team plays, the University will pay the Employee fifty percent (50%) of one month's salary. b. Final Four. For the team playing in the Final Four NCAA Tournament, the University shall pay the Employee the sum of Ten Thousand Dollars (\$10,000.00). c. NCAA Tournament Winner. For the team winning the NCAA Tournament, the University shall pay the Employee the sum of Fifty Thousand Dollars (\$50,000.00). d. NIT. For each round in which the team plays in the NIT the University will pay Employee the sum of Five Thousand Dollars (\$5,000.00). e. Conference Coach of the Year. If Employee is selected as Coach of the Year of the Conference, the University will pay Employee the sum of Two Thousand Five Hundred Dollars (\$2,500.00).
Kathy Oliver	UNLV	\$ 181,800	Courtesy car, Hosting account of \$4000 anually, Media appearnces of \$10,000 annually, Winning Conference Championship or NCAA at-large birth of \$5,000, NCAA post-season tournament game win of \$5,000
Jerry Finkbeiner	Utah State	\$ 157,975	a. The equivalent of one month of salary for any post season play (NCAA or NIT) and/or conference tournament championship (payment for one event only-not cumulative), b. \$6,000 for reaching each of the final three rounds of the NCAA Championship Tournament starting with the final16, final 8, and final 4. (The intent of this provision is cumulative so that if Coach reaches the Final4, he will be entitled to \$18,000.) b. \$3,000 for reaching the final 4 of the National Invitational Tournament c. \$3,000 for maintaining an annualized APR score 961 or above. d. \$5,000 for conference Coach of the Year honors. f. \$5,000 for conference regular season championship. g. \$3,000 bonus for winning 18 regular season games
Chris Gobrecht	Air Force	NA	NA

ATTACHMENT 7

Coach Gordon Presnell Maximum Compensation Calculation - 2016-2019

		Yr 1	Yr 2	Yr 3
3.1.1a	Annual Base Salary	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00
3.2.1	Additional Pay based on Performance	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00
3.2.2	Additional Pay based on Academic Achievement Total Maximum potential annual compensation under	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
	Employment Agreement	\$ 298,500.00	\$ 298,500.00	\$ 298,500.00
2.2.0	Augus Coura Courantes	to take out out	1. 1.1	1. 1.1
3.2.8	Away Game Guarantee	Indeterminant	Indeterminant	Indeterminant

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CONSENT AUGUST 11, 2016

SUBJECT

Chief Executive Officers Contracts

REFERENCE

May 2016 Board conducted performance evaluations for

the chief executive officers of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern

Idaho Technical College.

June 2016 Board approved salaries for the chief executive

officers of Boise State University, Idaho State University, University of Idaho, and Lewis-Clark

State College.

BACKGROUND/DISCUSSION

The Board approved salaries for the chief executive officers of Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College at the June 2016 Board meeting. The proposed contracts incorporate those salaries into the applicable chief executive officers employment agreements, moves existing language regarding tax liability that is currently contained in two sections into a single section, and eliminates the language regarding the use of institutional vehicles, while maintaining the current language and level for a vehicle allowance. The removal of the provision regarding the use of an institution vehicle bring the contract into alignment with the state prohibition against using state owned or controlled vehicles for personal use and is consistent with the proposed amendments to Board policy regarding courtesy vehicles that will be considered at the August 2016 Board meeting.

IMPACT

Approval of the contracts incorporate amendments consistent with recent Board action and proposed policy amendments.

BOARD ACTION

I move to approve the amended employment agreement for Dr. Robert Kustra as President of Boise State University.

Moved by	Seconded by	Carried Yes	No
• •	e the amended employmer University of Idaho.	nt agreement for Dr. C	huck Staben as
Moved by	Seconded by	Carried Yes	No

CONSENT AUGUST 11, 2016

I move to approve President of Idaho	the amended employm State University.	ent agreement for Dr.	Art Vailas, as
Moved by	Seconded by	Carried Yes	No
• • •	the amended employmer vis-Clark State College.	nt agreement for Dr. To	ony Fernandez
Moved by	Seconded by	Carried Yes	No

UNIVERSITY OF IDAHO

SUBJECT

Request approval for pouring and vending rights contract

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Request for Proposals No. 16-39M was issued, with two vendors responding. Based on proposals received, Swire Coca Cola USA (SCCUSA) was deemed the successful vendor, pending Idaho State Board of Education (Board) approval.

IMPACT

The initial contract term is five years. SCCUSA's financial incentive is \$177,000.00 per year for a combined five-year total of \$885,000.00. Estimated vending commissions for the initial term is \$65,500.00. Total value with estimated commission is \$950,500.00.

ATTACHMENTS

Attachment 1 – Proposed Contract Page 3
Attachment 2 – SCCUSA's Proposal Page 7
Attachment 3 – Request for Proposals No. 16-39M Page 29

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.3. sets the dollar amount limits for contract approvals. Service contracts over \$1,000,000 require Board approval. The potential total value of the contract over three possible five-year terms would exceed \$1,000.000.00. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into a contract with Swire Coca Cola USA for pouring and vending rights in substantial conformance to the form presented to the Board in Attachment 1.

Moved by	_ Seconded by	Carried	d Yes	No

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UNIVERSITY OF IDAHO AGREEMENT NUMBER UI-787

The University of Idaho (hereinafter called the University) hereby awards to Swire Coca-Cola USA, (hereinafter called the Contractor) Agreement number UI-787 to furnish Pouring and Vending Serivces to the University, as specified in University of Idaho Request for Proposals Number 16-39M, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number 16-39M; b) Swire Coca-Cola USA proposal dated January 22, 2016 (exceptions included) with Appendix A; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI-787; 2) University of Idaho Request for Proposals Number 16-39M; 3) Swire Coca-Cola USA proposal dated January 22, 2016 (exceptions included) with Appendix A, and 4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, 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:

the University: University of Idaho

Contracts & Purchasing Services

1028 West Sixth Street
Moscow, Idaho 83844-2006
Attn: Julia R. McIlroy
Phone: (208) 885-6123

Fax: (208) 885-6060 Email: juliam@uidaho.edu

the Contractor: Swire Coca-Cola USA

425 28th Street North Lewiston, Idaho 83501 Attn: Julie Jackson Phone: (208) 746-0541 Fax: (208) 746-9071

Email: jjackson@swirecc.com

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 RFP PRICE

The bid price shall include everything necessary for the prosecution and completion of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as otherwise provided in this Agreement. Prices quoted on the Bid Form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

1.4 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) years, commencing upon the date of execution by the University. The term of this agreement may, if mutually agreed, be extended by two (2), five-year increments, provided the Contractor receives written notice of each extension at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.5 CONTRACTOR RESPONSIBILITIES

Contractor agrees to submit a marketing and retail placement plan to the University of Idaho Office of Alumni Relations. Sales reporting will be submitted quarterly to the University of Idaho Office of Alumni Relations. Sales reporting should include bottles sold via retail outlets, Internet, and University of Idaho food and beverage provider. All costs associated with label creation are the responsibility of Contractor. Final label artwork, concept, and display to be approved by the University of Idaho Office of Alumni Relations. Specific wine type must be approved by University of Idaho Office of Alumni Relations prior to bottling.

1.6 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.7 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this contract is August 15, 2016

FOR THE REGENTS OF THE UNIVERSITY OF IDAHO	SWIRE COCA-COLA USA		
SIGN	SIGN		
PRINT	PRINT		
TITLE	TITLE		
DATE	DATE		

University of Idaho RFP NO. 16-39M -Response- Swire Coca-Cola, USA

Package Pricing and Commiss	Vend Price	Comm %
FS: Description		
FS: 12oz Cans Singles	1.00	10.0%
FS: 20 oz NR	1.50	40.0%
FS: Dasani/20oz	1.50	40.0%
FS: Glaceau Smt/20oz Bot	1.50	10.0%
FS: Glaceau Vit/500ml - 6pk	1.50	10.0%
FS: Minute Maid Sparkling	1.50	10.0%
FS: Energy/16 oz FT/Nos	2.50	35.0%
FS: Energy/16 oz Monster	2.50	35.0%
FS: Energy/16oz Monster Java	2.50	35.0%
FS: ISO/20 oz	1.50	15.0%
FS: Juice/.450/MM	1.50	15.0%
FS: Honest Tea/16.9 oz Bot	1.50	15.0%
FS: Gold Peak/18.5 oz Bot	1.50	15.0%
FS: SNACKS	1.00	12.0%
FS: SNACKS	1.50	12.0%

^{*}COMMISSION PERCENT PAID ON CASH COLLECTED

University of Idaho

Contracts & Purchasing Services

1028 West Sixth Street Moscow, Idaho 83844

REQUEST FOR PROPOSALS NO. 16-39M

FOR

POURING AND VENDING SERVICES

Julia R. McIlroy, Director Phone (208) 885-6123 Fax (208) 885-6060 juliam@uidaho.edu www.purchasing.uidaho.edu

Date Issued: November 30, 2015

Proposals Due: January 8, 2016

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 16-39M

PROPOSAL RESPONSE CERTIFICATION

DATE		
The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the proposal is submitted on the basis that the undersigned, the company, and its employees or agent agree to, all specifications contained therein. It is further acknowledged that addenda numbers been received and were examined as part of the RFP document.	s, shall	meet, or
Name		
Signature		
Title		
Company		
Street Address		
City, State, Zip		
Telephone Number		
Cell Phone Number		
E-mail Address		
State of Incorporation		
Tax ID Number		
Business Classification Type (Please check mark if applicable): Minority Business Enterprise (MBE) Women Owned Business Enterprise (WBE) Small Business Enterprise (SBE) Veteran Business Enterprise (VBE) Disadvantaged Business Enterprise (DBE)		

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for pouring and vending services.

Founded in 1889, the University of Idaho is the state's flagship university. It is Idaho's only land-grant institution and its principal graduate education and research university, bringing insight and innovation to the state, the nation and the world. University researchers attract nearly \$100 million in research grants and contracts each year.

The University of Idaho is classified by the prestigious Carnegie Foundation as high research activity. The student population of 12,000 includes first-generation college students and ethnically diverse scholars, who select from more than 130 degree options in the colleges of Agricultural and Life Sciences; Art and Architecture; Business and Economics; Education; Engineering; Law; Letters, Arts and Social Sciences; Natural Resources; and Science. The university also is charged with the statewide mission for medical education through the WWAMI program. The university combines the strength of a large university with the intimacy of small learning communities and focuses on helping students to succeed and become leaders. For more information, visit www.uidaho.edu.

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 5:00 p.m., on January 8, 2016.

Please note: FedEx Express delivery is highly recommended. Packages should be addressed and/or delivered to the following address:

University of Idaho - Contracts & Purchasing Service 1028 West Sixth Street Moscow, Idaho 83844

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposals shall serve as the Agreement terms and conditions. In addition, the laws of the State of Idaho shall apply. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

11/30/15 Request for Proposals Issued

12/15/15 Inquiries Due

1/8/16 Proposals Due @ 5:00 p.m.

ATTACHMENT 2

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by Contracts & Purchasing Services no later than 12/15/15, to:

Julia R. McIlroy, Director E-mail: juliam@uidaho.edu

Proposers should consider Contracts & Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Contracts & Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification (Attachment A).

1-9 PROPOSAL COPIES

Seven (7) complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 <u>REJECTION OF PROPOSALS</u>

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service,

ATTACHMENT 2

except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) years, commencing upon the date of execution by the university. The term of this agreement may, if mutually agreed upon in writing, be extended by two, five-year increments for a total of ten additional years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

1-15 PUBLIC AGENCY

The Contractor has agreed to extend contract usage to other public agencies, such as any city or political Subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; or any city or political subdivision of another state.

1-16 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data LABELED **CONFIDENTIAL** BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-17 <u>F.A.R. REQUIREMENT</u>

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that supplier or its principals are presently debarred, suspended or proposed for debarment by the Federal Government.

1-18 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

ATTACHMENT 2

1-19 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the University Controller within five (5) business day of award. Proposers are responsible for tracking of award announcement.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

- A. <u>Response Sheet</u>: The proposal Response Certification shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. <u>Background and History</u>: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.
- C. <u>References</u>: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.
- D. Experience and Support: Describe Proposer's experience in performing the requested services.
- E. <u>Technical Specifications & Pricing</u>: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.
- F. <u>Warranties</u>: Describe warranties provided by the Proposer. Include discussions of any additional support provided after the sale.
- G. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

ATTACHMENT 2

SECTION 3 - TECHNICAL SPECIFICATIONS

The RFP represents an opportunity for vendors to provide examples of its management, marketing and operational strategies, innovation and creativity, and understanding of the University of Idaho communities and objectives.

Proposals should define the market size and potential market capture, identify specific sales and revenue objectives of the University, and include assumptions, expectations and commitments required to obtain these financial and operational goals. Each proposal should also include management, service and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The expectations, rights, and responsibilities of both the University and the supplier will be identified and reviewed at the outset of the contract.

Proposals should create a comprehensive, integrated beverage program that will increase customer satisfaction by providing quality products, easier access, state-of-the-art equipment with top selections, technology, and improved distribution and locations throughout the campus. It should target aggressive sales and profitability goals for achieving substantial growth in beverage sales campus-wide. As importantly, the University is interested in collaborative and innovative strategies and programs that support and advance its broad objectives. The University specifically solicits your creative ideas and recommendations.

Proposals should include vendor's best sustainability and environmental practices and procedures.

The University anticipates a contract that provides 90/10 rights for the selected beverage supplier to sell and promote the sale of beverages throughout the University, and food operations. Beverages may include, without limitation, carbonated and non-carbonated artificially flavored drinks, packaged waters, fruit and/or vegetable juices, fruit and/or juice containing drinks, tea products, and drink and beverage bases in the form of syrups, whether powders, crystals, concentrates or otherwise, from which such drinks and beverages can be prepared.

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found acceptable or potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

- Beverage Operations and Management Plan

Innovative and creative management, marketing and operational strategies and programs Sustainability practices and procedures

- Contract Administration, Communication and Reporting

Process to assure continual, optimal performance
Accurate and user-friendly reporting tools and controls
Highly flexible and inclusive contract administration procedures and operations management

- Financial Structure and Total Economic Value

Non-volume related initiative commitments Volume related commitments Price support for products purchased from supplier Performance incentives Commissions

- Team Experience, Commitment and References

Qualifications of respondent and personnel committed to the contract Past experience in maximizing similar beverage-related opportunities Resources available to assure meeting an aggressive transition and implementation schedule

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consistent of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 <u>TERMINATION FOR CONVENIENCE</u>

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 <u>INDEMNIFICATION</u>

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

6-6 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-7 <u>LAWS, REGULATIONS AND PERMITS</u>

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-8 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-9 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-10 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-11 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-12 **SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-13 <u>INTEGRATION</u>

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-14 BINDING EFFECT

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6-15 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this

Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-16 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-17 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-18 <u>DEBARRED</u>, <u>SUSPENDED</u> OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

6-19 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-20 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

6-21 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

6-22 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-23 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-24 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-25 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-26 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-27 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-28 FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-29 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-30 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-31 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability,

ATTACHMENT 2

ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-32 PUBLIC RECORDS

The University is a public agency. All documents in its possession are public records. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the University from any claim or suit arising from the University's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement. The University will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the University will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

6-33 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss and .

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

7-3 Insurance

7.3.1 General Requirements

- 7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 8.0. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.
- 7.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.
- 7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV 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 University may

ATTACHMENT 2

choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

- 7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.
- 7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.
- 7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.
- 8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.
- 7.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

- 7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. 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 a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- 7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- 7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.
- 7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

ATTACHMENT 2

7.3.2.4 Professional Liability. If professional services are supplied to Institution, Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

UNIVERSITY OF IDAHO GENERAL TERMS AND CONDITIONS

- 1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
- 2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
- 3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
- 4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
- 5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
- 6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
- 8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
- 9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
- 10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
- 11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
- 12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
- 13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

CONSENT AGENDA AUGUST 11, 2016

ATTACHMENT 2

- 14. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
- 15. TAXES: The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
- 16. BINDING EFFECT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
- 17. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the recission of the transferred Agreement at the option of the University of Idaho.
- 18. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
- 19. FORCE MAJEURE: Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 20. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
- 21. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
- 22. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
- 23. UNIVERSITY REGULATIONS: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
- 24. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor* *If bid is awarded to Contractor Page 1 of 2

Give this form to your insurance agent / broker

Agents/Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier ("Insured") are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho ("Certificate Holder") with a Certificate of Insurance within seven (7) days of the signing of this Contract.

• Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho Attn: Risk Management P.O. Box 443162 Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best's rating of AV 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.
- All policies (except Workers Compensation and Professional Liability) shall name the following as
 Additional Insured: The Regents of 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.
- 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 Insured's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.
 UNIVERSITY OF IDAHO REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor* *If bid is awarded to Contractor Page 2 of 2

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain 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. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. 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. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- <u>Commercial Auto Insurance</u>. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- <u>Business Personal Property and/or Personal Property</u>. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- <u>Workers' Compensation</u>. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- <u>Professional Liability</u>. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

University of Idaho - Risk Phone: 208-885-7177 Email: risk@uidaho.edu

ATTACHMENT 3 8 7

University of Idaho

Contracts & Purchasing Services

REQUEST FOR PROPOSALS NO. 16-39M

RESPONSE



SWIRE COCA-COLA, USA

February 1, 2016

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

TABLE OF CONTENT:

2-2 A. RESPONSE SHEET (including Addendum 1-4)

2-2 B. HISTORY AND BACKGROUND

2-2 C. REFERENCES

2-2 D. EXPERIENCE AND SUPPORT

EXPERIENCE

CONTRACT ADMINISTRATION

COMMUNICATION

BUSINESS REVIEWS

REPORTING

BEVERAGE PLAN

OBJECTIVES

BRANDS/PACKAGES

MARKETING/INNOVATION/VALUE CREATION

SUSTAINABILITY

2-2 E. TECHNICAL SPECIFICATIONS & PRICING

EQUIPMENT

PRICING

FINANCIAL STRUCTURE AND ECONOMIC VALUE

ADDITIONAL CONSIDERATION

2-2 F. WARRANTIES

2-2 G. PROPOSER EXCEPTIONS

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

2-2 A- UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 16-39M

PROPOSAL RESPONSE CERTIFICATION

January 22, 2016 DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____1_ to ____4__ have been received and were examined as part of the RFP document.

John E. Pelo	
Name Ohn Polo	
Signature	
President and CEO	
Title	
Swire Coca-Cola, USA	
Company	
12634 South 265 West	
Street Address	
Description of the control of the co	
Draper, Utah 84020	
City, State, Zip	
1-801-816-5383	
Telephone Number	
Cell Phone Number	
jpelo@swirecc.com	
E-mail Address	
Delaware	
State of Incorporation	
State of incorporation	
87-0424812	
Tax ID Number Business Classification Type (Please check mark if applicable): Minority Business Enterprise (MBE)	
Women Owned Business Enterprise (WBE)	
Small Business Enterprise (SBE)	1
Veteran Business Enterprise (VBE)	
Disadvantaged Business Enterprise (DBE)	
Business Classification Type is used for tracking purposes, not as crite	eria for award.
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RFP Response NO. 16-39M SWIRE COCA-COLA, USA

CONSENT AGENDA AUGUST 11, 2016 University of Idaho

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

University of Idaho

Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 208-885-6123 208-885-6060 juliam@uidaho.edu

Date: December 3, 2015

To: All Interested Proposers

From: Julia R. McIlroy, Director

Subject: Request for Proposals No. 16-39M ~ Pouring & Vending Services

This letter will serve as Addendum Number One to the above referenced Request for Proposals. The following changes have been made:

Fiscal Year 2015 - July 1, 2014 - June 30, 2015

- 8907 cases Drinks to Sodexo B&C accounts
- 3668 items All products sold to University of Idaho (retail)
- 6131 gallons All fountain syrup sold to Sodexo
- \$179, 207 gross Vending sales

The closing date, and all terms and conditions of the RFP remain the same.

Failure to acknowledge this addendum may result in rejection of your proposal. Acknowledgement should accompany your offer.

If you need additional information, please call (208) 885-6123, or e-mail juliam@uidaho.edu.

Thank you for your interest in the University of Idaho.

Swire Coca-Cola, USA

(Signature)

(Company)

RFP Response NO. 16-39M SWIRE COCA-COLA, USA

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

University of Idaho

Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 208-885-6123 208-885-6060 juliam@uidaho.edu

Date: December 9, 2015

To: All Interested Proposers

From: Julia R. McIlroy, Director

Subject: Request for Proposals No. 16-39M ~ Pouring & Vending Services

This letter will serve as Addendum Number Two to the above referenced Request for Proposals. The following change has been made:

- Proposals are due February 1, 2015 by 5:00pm

All terms and conditions of the RFP remain the same.

Failure to acknowledge this addendum may result in rejection of your proposal. Acknowledgement should accompany your offer.

If you need additional information, please call (208) 885-6123, or e-mail juliam@uidaho.edu.

Thank you for your interest in the University of Idaho.

Swire Coca-Cola, USA

(Company)

(Signature)

RFP Response NO. 16-39M SWIRE COCA-COLA, USA

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 208-885-6123 208-885-6060 juliam@uidaho.edu

Date: December 10, 2015

To: All Interested Proposers

From: Julia R. McIlroy, Director

Subject: Request for Proposals No. 16-39M ~ Pouring & Vending Services

This letter will serve as Addendum Number Three to the above referenced Request for Proposals. The following changes have been made:

University of Idaho – Student Population (Moscow, Idaho only):

Total students: 10,367

Fall 2015 Residence Halls students: 1789

University Apartments students: 226

Off-campus students: 8352

The closing date, and all terms and conditions of the RFP remain the same.

Failure to acknowledge this addendum may result in rejection of your proposal. Acknowledgement should accompany your offer.

If you need additional information, please call (208) 885-6123, or e-mail juliam@uidaho.edu.

Thank you for your interest in the University of Idaho.

Swire Coca-Cola, USA

(Company)

(Signature)

RFP Response NO. 16-39M SWIRE COCA-COLA, USA

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

University of Idano

Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 208-885-6123 208-885-6060 juliam@uidaho.edu

Date: December 23, 2015

To: All Interested Proposers

From: Julia R. McIlroy, Director

Subject: Request for Proposals No. 16-39M ~ Pouring & Vending Services

This letter will serve as Addendum Number Four to the above referenced Request for Proposals. The following additions/changes have been made:

- Pepsi Co./Idaho Beverages Q & A
- Coca-Cola/Swire CC Q&A

The closing date, and all terms and conditions of the RFP remain the same.

Failure to acknowledge this addendum may result in rejection of your proposal. Acknowledgement should accompany your offer.

If you need additional information, please call (208) 885-6123, or e-mail juliam@uidaho.edu.

Thank you for your interest in the University of Idaho.

Swire Coca-Cola, USA

(Company)

(Signature)

RFP Response NO. 16-39M SWIRE COCA-COLA, USA

2-2 B. HISTORY AND BACKGROUND:

In 1816 John Swire & Sons began operations in Liverpool, England as a trading company. In 1866 the company initiated a trade with China and established its first Far East office in Shanghai. From this foothold in the orient, the family eventually established headquarters in Hong Kong, where our parent company Swire Pacific Ltd. has remained to this day.

Over the years Swire Pacific Ltd. has diversified its business holdings and continued to grow each industry sector at impressive rates. Swire is currently one of Hong Kong's leading publicly quoted companies with worldwide interests in aviation, property development, marine services, beverage production & distribution, engineering, cold storage, agriculture, and a variety of trading companies.

In 1965 Swire purchased the Coca-Cola bottling franchise in Hong Kong. It has since become the exclusive Coca-Cola bottler in Taiwan and in seven provinces in Mainland China.

In 1978, desiring to expand its soft drink business beyond Asia, Swire purchased the franchise rights for the Coca-Cola bottler in Salt Lake City, Utah. Over the ensuing years Swire continued to purchase other surrounding franchised bottlers and distributors. Today Swire's US-based bottler is named Swire Coca-Cola, USA and operates 2 production and thirty-five distribution centers in thirteen western states. The company employs over 1,800 people and is the third largest independent Coca-Cola bottler in the United States.

Together with all other Swire operating companies, Swire Coca-Cola, USA continues to hold fast to the traditions of integrity, commitment, hard work, and family unity that were first instilled by John Swire & Sons so many years ago. As a dedicated partner with the Coca-Cola Company, Swire Coca-Cola, USA will continue to achieve growth and success for years to come



2-2 C. REFERENCES:

Washington State University
Contact- Gary Coyle
Title- Director of Dining Services
Address- Rogers 123 P.O. Box 646005 Pullman, WA 99164
Phone Number- 1-509-335-7039
Email Address- gcoyle@wsu.edu

University of Utah
Contact- Michael Van Oordt
Title- Contract Administration
Address- Benchmark, Bldg. 822, 5 Heritage Center Salt Lake City, UT 84112
Phone Number- Ph. 801-587-0853, Fax 801-585-9926
Email Address- mvanoordt@sa.utah.edu

Boise State University
Contact- Kim Thomas
Title- Executive Director Campus Services
Address- 1910 University Drive Boise, ID 83725-1335
Phone Number- 1-208-426-3048
Email Address- kthomas@boisestate.edu

Brigham Young University Contact- Dean Wright Title- Director of Dining Services Address- 685 East University Parkway Provo, Utah 84604 Phone Number- 1-801-422-4935 Email Address- dean.r.wright@byu.edu

Colorado State University
Contact- Amy Parsons
Title- Executive Vice Chancellor
Address- 475 17th Street, Denver, CO 80202, Suite 1550
Phone number(s) - 303-376-2606 (Assistant Melanie Geary)
Email Address- Amy.Parsons@Colostate.edu

Walla Walla Community College Contact Name – Steven L. VanAusdle Title – President Address – 500 Tausick Way Phone Number – (509) 527-4274 Email – steven.vanausdle@wwcc.edu

2-2 D. EXPERIENCE AND SUPPORT: EXPERIENCE/CONTRACT ADMINISTRATION/BEVERAGE PLAN

EXPERIENCE

Swire Coca-Cola, USA is an independent owned and operated Coca-Cola franchise operating in thirteen western states and thirty-five sales center locations. Locally, Swire Coca-Cola, USA is located in Lewiston Idaho. Swire Coca-Cola, USA- Northwest Division, which Lewiston is part, is your local Coca-Cola bottler employing 131 local Northwest employees supporting the local economy.

Swire Coca-Cola, USA has extensive experience in the College and University Channel; currently managing the Coca-Cola business for several world-class universities; including Washington State University located in Pullman Washington, Walla-Walla Community College- Walla-Walla and Clarkston and Whitman College- Walla-Walla. Swire Coca-Cola, USA has operated in the United States since 1978. John Swire and Sons will celebrate their 200th anniversary in 2016.

Swire Coca-Cola, USA understands the College and University environment and student needs. Swire Coca-Cola, USA products and services cater to all facets of university needs, including; dining, concessions, retail, vending, athletics and student life. Through continuous innovation and improvement, Swire Coca-Cola, USA will continue to meet the needs of the University of Idaho students, staff and administration.

Swire Coca-Cola, USA Team: Beverage Experience

- Julie Jackson Foodservice/On-Premise Manager 16 Years
- Troy Hotchkiss Sales Center Manager Lewiston 16 Years
- · Andy Colpitts Service Manager 30 Years
- · Mike Yates -- Full Service Vending Distribution 28 Years
- · Wayne Hochhalter Foodservice/On-Premise Sales 35 Years
- Todd Hewett Full Service Vending Distribution 26 Years
- Randall Cain Northwest FSOP Division Manager 38 Years
- Dave Heaps- Director- Foodservice/On-Premise 35 Years
- · Paul Roberts- Foodservice/On-Premise Marketing Manager- 8 Years
- Jeff Deitrick Northwest Division Manager 19 Years
- Raleigh Lockhart VP Foodservice/On-Premise 34 Years
- · Jack Pelo President & CEO 40 Years

Combined Beverage Experience 325 years

CONTRACT ADMINISTRATION: COMMUNICATION/BUSINESS REVIEWS/REPORTING

COMMUNICATION

The staff of Swire Coca-Cola, USA-Lewiston represents the local support team for University of Idaho. Julie Jackson- Foodservice/On-Premise Manager is your main contact. Additional support for product and service request is available 24-7 through the Swire Coca-Cola, USA Service and Support Line- 1-800-659-4395.

The following individuals are available as needed or required:

- Account Executive- Julie Jackson- 208-816-0036
- Service- Andy Colpitts- 208-791-8716.
- Sales- Kenneth Hochhalter- 208-790-3928
- Distribution- Chad Kauffman- 208-816-6520
- Sales Center Manager- Troy Hotchkiss- 208-816-0561

BUSINESS REVIEWS

Formal business reviews shall be done semi-annually between the Lewiston Support Team and University of Idaho Contracts and Purchasing Services. Scheduling of formal business reviews is at the convenience of the University. The reviews will address sales, marketing, distribution and service goals, performance and serve as an opportunity for develop of strategies for continual improvement.

Sales personnel will be on campus frequently during each month to ensure adequate communication, order fulfillment, marketing plan development and execution. Schedules for sales personnel will be determined with feedback from university personnel.

REPORTING

Sales volume reports are available on-demand to Purchasing Services. Sales volume reports by department will provided during Formal Business Reviews. Monthly commission reports are provided by the 10th of each month for vending services detailing volume, money collected and commission amounts by vendor. Sample reports provided upon request.

BEVERAGE PLAN: OBJECTIVES

Swire Coca-Cola is excited to have the opportunity to share with you our team's commitment to University of Idaho and our ability to drive results within the dynamic and challenging area of higher education.

As we hope this RFP response clearly demonstrates, we have the category knowledge, products, commitment to service, marketing solutions, ability to execute, and the team of experts that can help your beverage business thrive. All of this makes Swire Coca-Cola the right partner for University of Idaho. Our response is a starting point for discussion and we welcome feedback and discussion so that we can build the best possible partnership with University of Idaho.

This is a unique time in higher education and we are excited to have the opportunity to be one of your trusted partners in overcoming the challenges that are present with being a leading institution in this field.

Swire Coca-Cola as a whole, and the team of people that will support your institution, are passionate about the power of education and its importance in shaping the future of our local, national, and global communities. You can be assured that we bring the full resources of The Coca-Cola Company to bear in support of your institution.

If you have any questions about our response or if there is any additional information that we can provide to support your decision making process, please don't hesitate to contact us.

BEVERAGE PLAN: BRANDS/PACKAGES













CONSENT AGENDA





















CONSENT AGENDA University 11, 2016 daho



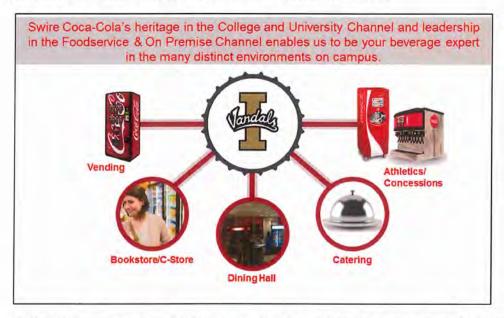
BEVERAGE PLAN: BRAND/PACKAGE

	12 PACK Classic		Mexican Coke	10	02602	Classic	1122	60 1 Liter
14.04.00	CF Classic			-		Diet Coke	1122	
16153		-	exican Bottle			H-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		
21750	Coke Zero	122360	Coke 355M	_	_	CF Dt Coke	1210	
21508	Dt. Coke w/Splenda	134846	Fanta 355M	_		Coke Zero	1210	
15584	Dt. Coke	126583	Sprite 355M			Cherry Coke	1219	64 20 oz Strawberry
15585	CF Dt. Coke	146879	Grape 355M	12	25522	Cherry Coke Zero	1122	61 1.5 Liter
19311	Dt. Coke w/Lime	146883	Pineapple 355M	11	16598	Vanilla Coke	1130	98 .5 Liter 6 Pack
16305	Cherry Coke	146875	Strawberry 355M	11	19263	Dt. Coke W/Lime	1163	66 ,5 Liter 24Pk Box
16306	Dt. Cherry	126689	Coke 500M	15	50624	Coke Life	1359	10 8pk Dasani 12oz
	Cherry Coke Zero	126627	Fanta 500M	_		Dr Pepper		12 PK DASANI
116662	Vanilla Coke	126628	Sprite 500M	-		Dr. Pepper 10	1471	
		_		-			_	
126819	Vanilla Coke Zero		WEPPE'S 100Z			Dt Dr Pepper	1471	
	MM Lite Lem	117404		_	_	Dr Pepper Cherry	1470	
116472	MM Pink Lem	102870	Diet Tonic	13	33417	Dt Dr Pepper Cherry	1507	62 Spark Black Cherry
116320	MM Lemonade	117400	Club Soda	10	1891	Sprite		DASANI DROP 1.90Z
117577	Tab	117406	Ginger ale	11	19790	Dt Sprite Zero	1448	73 Strawberry Kiwi
115586	Sprite	120Z 5	UGAR GLASS BTL	14	16699	Sprite Cranberry	1448	74 Pink lemonade
	Dt. Sprite Zero		Dr Pepper	_		MM Pink Lemonade	1448	S. D. B. Martin State Conference of the Conferen
				_	_		_	
	Sprite Cranberry		PPE'S 120Z 12pk	_	_	MM Lemonade	1448	
	Sprite Cranberry Zero	145751	Original	_	_	Barqs RB	1508	THE RESERVE OF THE PARTY OF THE
_	Pibb Xtra	145749	Lemon Lime	_		Fresca	1508	
17603	Dr. Pepper	145753	Black Cherry	11	15096	Pibb Extra	-	SMARTWATER
137849	Dr. Pepper 10	88	K 120Z. BTL	11	4230	Fanta Orange	1292	52 1 Liter
	Dt. Dr. Pepper	125596	Classic			Fanta Strawberry	1352	
_	CF Dt. Dr. Pepper	125598	Diet Coke			Fanta Pineapple	1292	
	Dr. Pepper Cherry	126534	Sprite			Fuze Lemon Ice Tea	1322	110 0110
		126534	Dr. Pepper	$\overline{}$		Mello Yello	1450	The second secon
	Dt. Dr. Pepper Cherry	-		10	2030		_	
_	Dt. Dr. Pepper Ch/Van	125602	12oz Coke Zero			1 LITER	1292	
20869	Barq's	126528	12oz CF Diet Coke			Classic		FRUIT WATER 16.90Z
17869	Barq's Red Cm.	126532	12oz Dt. Dr Pepper	10	3487	Dt. Coke	1459	13 Fruit Black
116308	Dt. Barq's	131687	12oz Fanta Orange	12	1331	Cherry Coke	1459	17 Fruit Orange
116307	Fresca	1	160Z PET	13	4117	Coke Zero	14593	19 Fruit Strawberry
22109	Fresca Peach	132398	Classic	_		Vanilla Coke	1459	
	Fresca Blk Cherry	132394	Diet Coke	_		Sprite	1459	
	Cactus Cooler	132400	Sprite			Dr. Pepper	14709	
							_	
116151	Fanta Orange	133168	Dr. Pepper	11	1184	Dt. Dr. Pepper	14/05	93 Fruit Tropical
151151	Fanta Mango		.5 LITTER	11	17403	Sch Tonic		MINUTE MAID 450ML
116470	Fanta Grape	102079	Classic	11	17409	Sch Dt. Tonic	1197	07 Orange Juice
	Fanta Strawberry	102081	Diet Coke	15	51418	Sch Club Soda	_	02 Apple Juice
	Fuze Lemon Ice Tea	125675	Coke Zero	_		Fanta Orange	_	05 Pink Grapefruit
_	Mello Yello	102142	CF Diet Coke	_		Mello Yello		03 Cran-Apple-Rasp
10150				1	71300		_	
-	6 PK CANS	102080	Sprite		-	1.25 LITER	_	06 Cranberry Grape
	Classic		Dr. Pepper			Classic	1441	
100961	Dt. Coke	117816	Dt. Dr. Pepper	13	37073	Dt. Coke	1469	60 Tropical
150564	Coke Life		160Z CANS	13	37074	Coke Zero	1469	62 Berry Blend
00963	Sprite	144090	Classic	13	37075	Sprite		MINUTE MAID 100Z
-	Dr Pepper	144089	Sprite	_	_	Fanta Orange	1245	
17004	7.50Z CANS			_	_		_	
aras I		145278	Dr Pepper			Dr. Pepper	1245	80 MM Apple Juice
	Classic	145835	Cherry Coke	13	8084	Dt. Dr. Pepper		MM DROPS 1.90Z
	Dt. Coke		PACK CANS		-	2 LITER	1470	
35246	Coke Zero	100933	Classic	13	32530	Classic	1470	97 Fruit Punch
35248	Sprite	100935	Diet Coke	13	32531	Coke Zero	1470	98 Mango Tropical
	Dr. Pepper	100937	Sprite	13	32532	Dt. Coke	1470	
	Dt. Dr. Pepper	117783	Dr Pepper	_	_	Cherry Coke		12 PK TUM-E YUMMIES
7.7.7.	Fanta Orange	124359	Coke Zero			CF Dt. Coke	1355	
	and the second second second	-					-	
	oz Glass Bottle	_	Dt. Dr. Pepper	_		Sprite		79 Very Berry Blue
_	Classic	119256	Fanta Orange	_		Diet Sprite Zero	_	78 Orangearefic
03172			PACK CANS	14	16697	Sprite Cranberry	1354	81 Green apple
03172	Coke Life	24	Trion of the		6702	Sprite Cranberry Zero	1354	82 Sour raspberry
03172 50331			Classic	14		W. C. W. C.		
03172 50331 29137	Coke Life Coke Zero	100722		_	32606	Dr. Pepper		16.9Z HONEST TEA
03172 50331 29137 03173	Coke Life Coke Zero Dt. Coke	100722 100724	Classic Diet Coke	13		Dr. Pepper Dr. Pepper 10	1379	16.9Z HONEST TEA
03172 50331 29137 03173 03174	Coke Life Coke Zero Dt. Coke Sprite	100722 100724 123159	Classic Diet Coke Coke Zero	13 13	7876	Dr. Pepper 10	_	61 Honey Green
03172 50331 29137 03173 03174 50873	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper	100722 100724 123159 100725	Classic Diet Coke Coke Zero CF Diet Coke	13 13 11	7876 17642	Dr. Pepper 10 Dt. Dr. Pepper	1365	61 Honey Green 25 Half & Half
03172 50331 29137 03173 03174 50873	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle	100722 100724 123159 100725 124384	Classic Diet Coke Coke Zero CF Diet Coke Sprite	13 13 11 13	37876 17642 32612	Dr. Pepper 10 Dt. Dr. Pepper MM Pink Lemonade	1365 1476	61 Honey Green 25 Half & Half 27 Peach Tea
03172 50331 29137 03173 03174 50873	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle	100722 100724 123159 100725 124384 123704	Classic Diet Coke Coke Zero CF Diet Coke Sprite Dr. Pepper	13 13 11 13	37876 17642 32612	Dr. Pepper 10 Dt. Dr. Pepper	1365 1476	61 Honey Green 25 Half & Half
03172 50331 29137 03173 03174 50873 8.5 28833	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle	100722 100724 123159 100725 124384 123704	Classic Diet Coke Coke Zero CF Diet Coke Sprite	13 13 11 13 13	37876 17642 32612 32551	Dr. Pepper 10 Dt. Dr. Pepper MM Pink Lemonade	1365 1476 1476	61 Honey Green 25 Half & Half 27 Peach Tea
03172 50331 29137 03173 03174 50873 8.5 28833 28833	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle Coke Coke Zero	100722 100724 123159 100725 124384 123704 123809	Classic Diet Coke Coke Zero CF Diet Coke Sprite Dr. Pepper Dt. Dr. Pepper	13 13 11 13 13 13	37876 17642 32612 32551 51599	Dr. Pepper 10 Dt. Dr. Pepper MM Pink Lemonade MM Lemonade Barqs RB	1365 1476 1476	61 Honey Green 25 Half & Half 27 Peach Tea 28 Pomegranate Blue HT 29 Orange Mango HT
03172 50331 29137 03173 03174 50873 8.5 28833 28832 31673	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle Coke Coke Zero Dt. Coke	100722 100724 123159 100725 124384 123704 123809 146685	Classic Diet Coke Coke Zero CF Diet Coke Sprite Dr. Pepper Dt. Dr. Pepper Dr. Pepper 10	13 13 11 13 13 15 13	37876 17642 32612 32551 51599 32545	Dr. Pepper 10 Dt. Dr. Pepper MM Pink Lemonade MM Lemonade Barqs RB Fresca	1365 1476 1476 1476	61 Honey Green 25 Half & Half 27 Peach Tea 28 Pomegranate Blue HT 29 Orange Mango HT 59Z HONEST TEA
03172 50331 29137 03173 03174 50873 8.5 28833 28832 31673 35291	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle Coke Coke Coke Zero Dt. Coke Sprite	100722 100724 123159 100725 124384 123704 123809 146685 146334	Classic Diet Coke Coke Zero CF Diet Coke Sprite Dr. Pepper Dr. Pepper Dr. Pepper Dr. Pepper 10 Cherry Coke	13 13 11 13 13 15 13	37876 17642 32612 32551 31599 32545 32543	Dr. Pepper 10 Dt. Dr. Pepper MM Pink Lemonade MM Lemonade Barqs RB Fresca Fanta Orange	1365 1476 1476 1476	61 Honey Green 25 Half & Half 27 Peach Tea 28 Pomegranate Blue HT 29 Orange Mango HT 69Z HONEST TEA 80 Honey Green
03172 50331 29137 03173 03174 50873 8.5 28833 28832 31673 35291	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle Coke Coke Zero Dt. Coke Sprite	100722 100724 123159 100725 124384 123704 123809 146685 146334 116015	Classic Diet Coke Coke Zero Cok Zero Cok Diet Coke Sprite Dr. Pepper Dr. Dr. Pepper Dr. Pepper 10 Cherry Coke Fanta Orange	13 13 11 13 13 15 13 13 13 15	37876 17642 32612 32551 31599 32545 32543 31149	Dr. Pepper 10 Dt. Dr. Pepper MM Pink Lemonade MM Lemonade Barqs RB Fresca Fanta Orange Fanta Mango	1365 1476 1476 1476 1451 1451	61 Honey Green 25 Half & Half 27 Peach Tea 28 Pomegranate Blue HT 29 Orange Mango HT 592 HONEST TEA 80 Honey Green 81 Half & Half
03172 50331 29137 03173 03174 50873 8.5 28833 28832 31673 35291 OWERA 46287	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle Coke Coke Zero Dt. Coke Sprite Dt. Coke MT Berry MT Berry	100722 100724 123159 100725 124384 123704 123809 146685 146334 116015	Classic Diet Coke Coke Zero Coke Zero CF Diet Coke Sprite Dr. Pepper Dr. Pepper Dr. Pepper 10 Cherry Coke Fanta Orange CU 120Z 8PK	13 13 11 13 13 15 13 15 13 13 15	37876 17642 32612 32551 31599 32545 32543 31149 32544	Dr. Pepper 10 Dt. Dr. Pepper MM Pink Lemonade MM Lemonade Barqs RB Fresca Fanta Orange Fanta Mango Fanta Strawberry	1365 1476 1476 1476 1451 1451 1509	61 Honey Green 25 Half & Half 27 Peach Tea 28 Pomegranate Blue HT 29 Orange Mango HT 592 HONEST TEA 80 Honey Green 81 Half & Half 49 Peach Tea
03172 50331 29137 03173 03174 50873 8.5 28833 28832 31673 35291 OWERA 46287	Coke Life Coke Zero Dt. Coke Sprite Dr. Pepper Soz Alum Bottle Coke Coke Zero Dt. Coke Sprite	100722 100724 123159 100725 124384 123704 123809 146685 146334 116015	Classic Diet Coke Coke Zero Cok Zero Cok Diet Coke Sprite Dr. Pepper Dr. Dr. Pepper Dr. Pepper 10 Cherry Coke Fanta Orange	13 13 11 13 13 15 13 15 13 13 15	37876 17642 32612 32551 31599 32545 32543 31149 32544	Dr. Pepper 10 Dt. Dr. Pepper MM Pink Lemonade MM Lemonade Barqs RB Fresca Fanta Orange Fanta Mango	1365 1476 1476 1476 1451 1451 1509	61 Honey Green 25 Half & Half 27 Peach Tea 28 Pomegranate Blue HT 29 Orange Mango HT 592 HONEST TEA 80 Honey Green 81 Half & Half

ATTACHMENT 3

144170	Fruit Punch	(GLCU 500ML	145386	12oz Antigravity	146820	Strawberry
145482	Mix Berry Zero	142716	XXX	145385	12oz Super Dry	150319	Peanut Butter Cup
- 6	POWERADE 20 OZ	142717	Power-C		MONSTER 160Z	151515	Banana
102752	Fruit Punch	142718	Revive	128092	Monster	100	FULL THROTTLE
117687	Orange	142719	XXX Zero	123195	Monster Lo-Carb	145932	12oz Full Throttle 6pk
101728	Mountain Blast	142720	Squeezed Zero	128086	Assault	119451	16oz Full Throttle
123292	Grape	142721	Rise Zero	123409	Khaos	135565	16oz Blue Demon
102751	Lemon Lime	100	GLCU 200Z	137564	Abs Zero		NOS
129294	Strawberry Lemonade	129093	Power-C	144775	Ultra Zero	145996	12oz NOS 6pk
PO	WERADE ZERO 200Z	129097	XXX	145697	Ballers Blend	128259	16oz NOS
130471	Mix Berry Zero	129095	Revive	145706	Mad Dog	145998	16oz Zero
137799	Fruit Punch Zero	129088	Energy	145744	Ultra Blue	130493	16oz Grape
20	OZ 8PK POWERADE	129089	Essential	146758	Ultra Red	147246	16oz Citrus (Charged)
125624	Fruit Punch	129090	Focus	150647	Ultra Sunrise	146871	16 Citrus (Charged) Zer
125625	Mountain Blast	145909	Squeezed	151169	Ultra Citron	128037	
125623	Orange	-	CU 200Z ZERO	150617		IL	LY ISSIMO COFFEE
125622		136109	Go-Go	151608	Pipeline Fruit Punch	150528	11.5oz Cappuccino
	VERADE 32 OZ 15PK	136106	XXX		Unleaded	150529	11.5oz Latte Mocha
135573		136107	Squeezed		Ripper	151557	11.5oz Caffe Vanilla
123367	FPUNCH	136108	Rise	_	IONSTER REHAB		ZICO
145967	MELON	137765	Glow		Rehab Lemonade	144653	11.2oz Natural
123369	LMNLM	145206	Revive		Rojo Tea + Energy	144651	14oz Natural
123371	MTBLST	145188	Power-C		Orangeade	144659	14oz Chocolate
123372	ORANGE	147186			Pink Lemonade	145930	14oz Pineapple
126073	GRAPE		GLCU 32oz	151009		151032	14oz Watermelon/Rasp
129295	Strawberry Lemonade		Power-C		MONSTER 180Z	144652	1Lt Natural
147201	Tropical Mango	129257	Revive	_	Monster Import	145309	1Lt Chocolate
151134	Lemonade	129262	Energy		Ubermonster	143303	CORE POWER
	ERADE ZERO 32 OZ	130629	XXX		MONSTER 240Z	144830	11.5oz Chocolate
134838	LMNLM ZERO		LD PEAK 18.5Z		Monster	144831	11.5oz Vanilla
134837	ORANGE ZERO		Sweetened		Monster Lo	144828	11.5oz Lt. Chocolate
130468	Mix Berry Zero	_	Diet Tea		Monster Abs Zero	144829	11.5oz Straw Banana
130467	Grape Zero	135335	Lemon Sweetened		Monster Ultra Zero	146676	11.5oz Banana
130466	Strawberry Zero	135336	Green Tea		Rehab Lemonade	140070	YUP MILK
137763	Fruit Punch Zero	135337	Unsweetened	IJULEU	MONSTER 4pk	151080	14oz Vanilla
	DER POWERADE ION	143932	Lemonade	121650	Monster	_	14oz Chocolate
144207	2.5G Fruit Punch		PEAK 16.6Z 6PK	-	Monster Lo-Carb	_	14oz Strawberry
	B. C.	_		-		151090	THE RESERVE TO BE A SECOND TO SECOND
144208	2.5G Mountain Blast	135249	Sweetened		Absolute Zero	44445	PEACE TEA 23Z
136676	5G Fruit Punch	151044	Unsweetened		Ultra Zero	146294	SW Lemon
136677	5G Mountain Blast		Diet Tea		Ultra Blue	147294	Texas Style
136679	5G Lemon Lime		OLD PEAK 64Z		Ultra Red	146296	Green Tea
	FUZE 1LT	146817	- 400-000000		Monster Rehab	146297	Razzle berry
144845	Lemon Tea	147213	Unsweetened		Pink Lemon Rehab	146295	Caddy Shack
144847	Half & Half	-	Green Tea		Ultra Sunrise	147291	Pink Lemon
146682	Berry Punch		DNSTER 10pk		NSTER JAVA 12pk	147292	Sno Berry
146683	Strawberry Lemonade		Monster		Loca Moca	147293	Ga Peach
		137976	Monster Lo		Mean Bean	147501	Viva Mango
		144707	Monster Absolute		OL J-Kona Blend		
		144708	Monster Rehab		Lo-Ball-Vanilla Lt	-	
		146754	Monster Zero Ultra		Irish Blend		
				145737	Kona Cappuccino		

BEVERAGE PLAN: MARKETING/INNOVATION/VALUECREATION



Swire Coca-Cola, USA, working with the University of Idaho, will build a semi-annual Marketing and Merchandising Calendar with the goal of enhancing beverage volume, revenue and student life. Swire Coca-Cola, USA provides a fully staffed and talented marketing department to develop and implement localized marketing and merchandising programs at the University of Idaho. In addition to localized programs, The Coca-Cola Company national programs can and will be customized to support the initiatives of volume, profit and student life.

Customized programs are designed for on-campus activation as well a co-branding community program to expand the University of Idaho Vandal image and messaging through local businesses. The following are a few examples of local, national and co-branded programs:

Fall Football Activation and Fuel-up-for-Finals retail activation:



BEVERAGE PLAN: MARKETING/INNOVATION/VALUECREATION

Custom Tumblers, coasters, push/pull static door clings, rail strips for are restaurants, markets and retail locations in Moscow and surrounding communities:

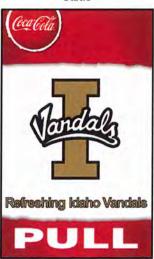




Coaster







Rail Strip









BEVERAGE PLAN: MARKETING/INNOVATION/VALUECREATION

NCAA Basketball activation:





Athletic Marketing:



BEVERAGE PLAN: MARKETING/INNOVATION/VALUECREATION

The Cola-Cola Foundation:



BEVERAGE PLAN: SUSTAINABILITY

As a responsible corporate citizen, we recognize that we have a duty to continually strive to lessen the impact our activities may have on the environment.

Measure and Manage

We are committed to being a good steward of the natural resources and biodiversity under our influence and to ensuring the potential adverse impacts of our operations on the environment are identified and appropriately managed. Now is the time we should be striving to make a difference; it is in our commercial and personal interests to do so. The environmental initiatives we are investing in today are designed to build core competencies that we anticipate will, in future, become core requirements from our customers, investors and other stake holders.

Water

Water resource management continues to be a focus of our bottling facilities as water is not only an essential ingredient in our products, but a medium for maintaining high product quality and hygiene.

Usage Reduction and Conservation

Water conservation measures which include reuse of water for non-sanitary purposes, associate awareness programs, and investing in new technology have helped us decrease our per-unit water usage by over 19 percent, saving 99 million gallons in the past 3 years.

Water Stewardship

Watershed analysis and risk assessment plans developed performed for our Fruitland, Idaho facility

Participation in community water restoration projects in the communities we operate.

Climate

It is a priority for Swire Coca-Cola to both measure our greenhouse gas emissions and work to reduce them.

Cold Drink Equipment

Energy management systems are being retrofitted on our vending machines which reduce energy usage by up to 35 percent.

Facilities and Bottling Plants

12 percent reduction in company energy usage during the past 3 years which has resulted in the elimination of 3,300 metric tons of greenhouse gas emissions annually. Upgrades to high efficiency lighting systems in our offices and warehouses have reduced our annual electrical usage by up to 35 percent

RFP Response NO. 16-39M SWIRE COCA-COLA, USA CONSENT - BAHR - SECTION II

Transportation

- · Our fleet consists of 83 Hybrid vehicles
- · Utilization of natural gas powered trucks and forklifts
- Optimizing delivery routes to reduce our fleet CO2 emissions
- Implementation of "no idle" policies
- Installation of governors to limit vehicle speeds, which has decreased annual CO2 emissions by over 1,100 metric tons annually
- Carbon offset program for airline travel

Waste Management

At Swire we focus first on reducing the amount of waste we generate and then reusing or recycling that waste. When we do generate waste we follow stringent rules to assure it is disposed in the most environmentally friendly manner and in compliance with all regulatory requirements.

Reduce

Over the years, we have been reducing the unit weight of our packages while maintaining our product quality. Our beverage containers are 7-30 percent lighter than those used in 2004 and certain containers are now composed of 30 percent plant based material.

Reuse

We continually search for new and innovative ideas for reusing materials generated in our manufacturing and distribution process. One such initiative is the use of plastic reusable shells for delivery of many of our products. In addition, 55-gallon syrup barrels are utilized both for recycling bins and donated to the public.

Recycle

We have an internal focus on the total amount of waste generated as well as the amount of material we recycle. Our internal recycling rates are in excess of 89 percent.

Some of the materials we recycle

- Paper
- Cardboard
- Plastic
- Metals
- Electronic equipment

Partners

The Recycling Coalition of Utah Tree Utah

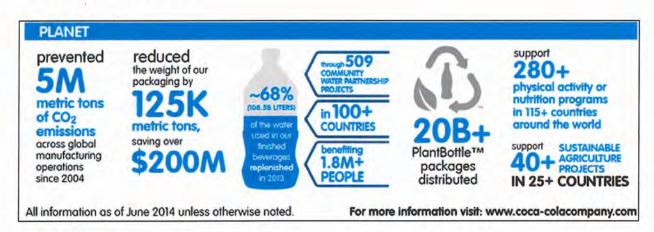
RFP Response NO. 16-39M SWIRE COCA-COLA, USA CONSENT - BAHR - SECTION II

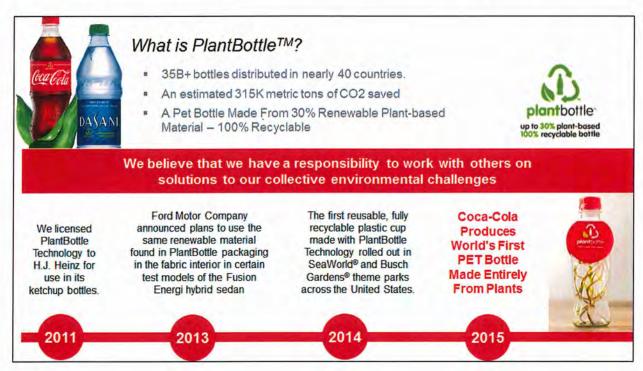
Recognition

2008 State of Utah Meritorious Pollution Prevention Award
2009 State of Utah Pollution Prevention Award for Outstanding Achievement

The Coca-Cola Company

Reduction/Prevention/Support





Because Coca-Cola believes every empty bottle and can is full of potential, it is our mission to help our campus partners advance their recycling and sustainability efforts.







Recycling Bin Call-to-Action

Consumer Program

Point of Sale Materials

Our 'Give It Back' Call-to-action Encourages Students, Faculty
And Staff To Recycle Empty Beverage Containers

Coca-Cola / Keep America Beautiful Bin Grant Program



In 2015, the Coca-Cola/Keep America Beautiful Recycling Bin Grant program provided 3,662 recycling bins to colleges and universities across the country.

The program makes it easier for students to recycle by placing bins in college residence halls and other convenient locations. In addition to the bins, colleges and universities also receive recycling tips from Keep America Beautiful.

The bins are made possible through a grant from The Coca-Cola Foundation. Grant recipients are chosen based on potential to collect the most cans and bottles, recycling experience, need and other factors. To learn how to apply for a grant for your school or to be added to our notification list for future grants, go to bingrant.org.



BEAUTIFUL

Water Stewardship



Sustainable Agriculture

Our Approach

It is important for The Coca-Cola Company to address agricultural challenges and opportunities systemwide and across our entire value chain. Fifty percent of Coca-Cola system's procurement expenditures goes toward agricultural ingredients.

Our Progress

Coca-Cola is on track to achieve it's 2020 goal to sustainably source our key agricultural ingredients: cane and beet sugar, high fructose corn syrup, tea, coffee, palm oil, soy, oranges, lemons, grapes, apples, mangos, and pulp and paper fiber for packaging.

Highlights

Developed a new seven stage Supplier Engagement Program, which outlines various pathways to achieve compliance with our Sustainable Agriculture Guiding Principle. Convened 14 workshops in eight regions around the world, with more than 35 of our bottling partners and 200 individuals taking part.

Engaged with more than 20 of our global and regional supplier leaders to drive implementation against 2020 sustainable-sourcing road map.

Protecting Community Land Rights

One issue that we are focusing on is the protection of community land rights. We have committed to zero tolerance for land grabbing and created a plan of action to support our position, which includes conducting third-party social, environmental and human rights assessments in seven critical sugar-sourcing regions and working actively with our suppliers to help prevent any land rights violations.

CONSENT AGENDA
University 2016 daho

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

TECHNICAL SPECIFICATION & PRICING: EQUIPMENT





TECHNICAL SPECIFICATIONS & PRICING: COCA-COLA BOTTLE/CAN PRICING

2016 UNIVERSITY OPERATED LOCATIONS- BOTTLE/CAN PRICING

Package	Unit Pack	Tier 2	Wholesale	
Sparkling				
12z 6pk Can	24	\$ 14.88	\$ 20.00	
7.5z 8pk Can	24	\$ 11.04	\$ 15.00	
12z 12pk Core Can	24	\$ 14.88	\$ 20.00	
12z 12pk Flavor Can	24	\$ 14.88	\$ 20.00	
8.5z Aluminum Bottle	24	\$ 24.00	\$ 35.00	
.5L 24pk Bottles	24	\$ 16.56	\$ 35.00	
.5L 6pk Bottles	24	\$ 16.56	\$ 35.00	
12z 8pk Bottles	24	\$ 16.32	\$ 25.00	
1L Bottles	12	\$ 17.16	\$ 25.00	
20z Bottles	24	\$ 20.40	\$ 40.00	
2L Core Bottles	8	\$ 16.00	\$ 25.00	
2L Flavor Bottles	8	\$ 16.00	\$ 25.00	
355ml Glass Imports	24	\$ 23.04	\$ 28.00	
500ml Glass Imports	24	\$ 26.88	\$ 28.00	
8z Glass Bottles	24	\$ 24.00	\$ 30.00	
Water				
Dasani .5L 24pk	24	\$ 12.24	\$ 16.50	
Dasani .5L 6pk	24	\$ 12.24	\$ 16.50	
Dasani 1.5L	12	\$ 19.32	\$ 25.00	
Dasani 12z 8pk	24	\$ 11.52	\$ 25.00	
Dasani 1L	12	\$ 18.00	\$ 20.00	
Dasani 20z	24	\$ 20.88	\$ 40.00	
Dasani Drops 1.9z	6	\$ 17.28	\$ 25.00	
smartwater 1.5L	12	\$ 19.80	\$ 25.00	
smartwater 1L	12	\$ 17.28	\$ 30.00	
smartwater 1L 6pk	12	\$ 17.28	\$ 30.00	
smartwater 20z	24	\$ 24.00	\$ 45.00	
smartwater 700ml	24	\$ 26.68	\$ 35.00	
Zico 11.2z	12	\$ 15.96	\$ 25.00	
Zico 14z	12	\$ 20.04	\$ 28.00	
Zico 1L	12	\$ 40.08	\$ 50.00	

CONSENT AGENDA University of Idaho

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

Package	Unit Pack	Tier 2	Wholesale
Enhanced Water			
fruitwater 16.9z	12	\$ 13.20	\$ 14.00
vitaminwater .5L 6pk	24	\$ 24.96	\$ 28.00
vitaminwater 20z	24	\$ 28.80	\$ 40.00
vitaminwater 32z	15	\$ 23.55	\$ 35.00
Energy			
Full Throttle 16z	24	\$ 36.00	\$ 60.00
Monster 16z	24	\$ 36.00	\$ 60.00
Monster 16z 4pk	24	\$ 36.00	\$ 60.00
Monster 24z	12	\$ 25.68	\$ 40.00
Monster 8.3z	24	\$ 32.00	\$ 50.00
Monster Import 550ml	12	\$ 25.68	\$ 30.00
Monster Java 15z	12	\$ 20.00	\$ 25.00
Monster Nitrous 12z	12	\$ 18.00	\$ 25.00
Nos 16z	12	\$ 18.00	\$ 30.00
Nos 16z	24	\$ 36.00	\$ 60.00
Nos 22z	12	\$ 25.68	\$ 40.00
Ubermonster 18.6z	12	\$ 25.68	\$ 50.00
Powerade			
Powerade 12z 12pk	24	\$ 14.64	\$ 25.00
Powerade 20z 24pk	24	\$ 24.24	\$ 40.00
Powerade 20z 8pk	24	\$ 24.24	\$ 40.00
Powerade 32z	15	\$ 16.35	\$ 20.00
Powerade Drops 3z	6	\$ 17.28	\$ 25.00
Powerade Powder 2.5G	8	\$ 30.00	\$ 48.00
luice			1-11-11
Minute Maid 10z	24	\$ 18.96	\$ 25.00
Minute Maid 450ml	24	\$ 29.28	\$ 40.00
Tum-E Yummies	12	\$ 8.76	\$ 15.00
Package	Unit Pack		Wholesa
	Officeach	IICI Z	VVIIOIES
Tea	24	C 14 00	ć 20.00
Fuze Tea 12z 12pk	24	\$ 14.88	\$ 20.00
Fuze Tea 1L	12	\$ 17.16	\$ 25.00
Fuze Tea 20z	24	\$ 20.40	\$ 40.00
Fuze Tea 2L	8	\$ 16.00	\$ 25.00
Gold Peak 18.5	12	\$ 15.60	\$ 20.00
Honest Tea 16.9z	12	\$ 15.60	\$ 20.00
Peace Tea 23z	12	\$ 11.28	\$ 15.00
Mixers			
Mixers 10z	24	\$ 18.24	\$ 20.00
Mixers 1L	12	\$ 17.64	\$ 20.00
Milk			
Core Power 11.5z	12	\$ 27.00	\$ 32.00
Muscle Monster 15z	12	\$ 24.00	\$ 32.00
Coffee			
illy 11.5z	12	\$ 18.96	\$ 25.00
Sparkling Water			
Sparkling Water 12z 12pk			

Pricing subject to annual price increase.

TECHNICAL SPECIFICATIONS & PRICING: COCA-COLA BOTTLE/CAN PRICING

2016 SODEXO LOCATIONS- CAN/BOTTLE PRICING

	Case Pack		2016 Price
Sparkling			
20 oz PET	24	\$	22.32
1L PET	12	\$	16.64
2L PET	8	\$	12.80
12 oz Cans	24	\$	12.24
7.5 oz Mini Cans	24	\$	12.00
Water/Sports			
12 oz Dasani	24	\$	11.76
20 oz Dasani/Dasani Flavors	24	\$	18.96
1L Dasani	12	\$	17.28
.5L Dasani	24	\$	16.50
1.9 oz Dasani Drops	6	\$	17.28
14 oz Zico	12	\$	20.04
12 oz Powerade	24	\$	15.36
20 oz Powerade	24	\$	24.24
3 oz Powerade Drops	6	\$	17.28
Glaceau			
20 oz vitaminwater	24	\$	28.32
.5L vitaminwater	24	\$	24.96
Fruitwater	12	\$	12.72
700 ml smartwater	24	\$	26.16
20 oz smartwater	24	\$	22.56
1L smartwater	12	\$	17.16
1.5L smartwater	12	\$	19.80
Juice			
10 oz MMJTG	24	\$	20.88
450 ml MMJTG	24	\$	28.56
Tea			
16 oz Honest Tea	12	\$	16.08
18.5 oz Gold Peak	12	\$	15.84
Peace Tea	12	\$	9.84
Energy			
16 oz Full Throttle/Nos	24	\$	39.12
16 oz Monster	24		40.80
15 oz Monster Java	12		20.96
15 oz Monster Muscle	12		24.96
Core Power			= (10)
Core Power 11.5 oz	12	\$	27.36
illy		-	
illy 11.5z	12	\$	20.04

TECHNICAL SPECIFICATIONS & PRICING: FOUNTAIN SYRUP PRICING

2016 ALL LOCATIONS- FOUNTAIN SYRUP PRICING

Products Available From Coca-Cola Foodservice & On-Premise

Base Chain Price Prices Effective January 1, 2016 **Dispensed Still Brands** Premium Still Dispensed Sparkling Brands Minute Maid POWERADE. Punch, Lemon-Lime. Mountain Blast 131D Mixers Includes POUR PEAK E Plater Kage Variety of Other Flavors APPLE Sparkling & Still \$14.25/71.25 \$14.86/37.15 \$15.15/30.30 \$13.76/68.80 \$14.42/36.05 **Unsweet Tea** \$15.46/38.65 \$14.84/74.20 Premium Still Frozen Dispensed - Sparkling & Still \$16.15/80.75 \$16.58/41.45 \$20.16/40.32

Pricing subject annual price adjustment based on the posted Coca-Cola Foodservice & On-Premise price.

2016 ALL LOCATIONS- COCA-COLA CUP/LID/STRAW PRICING

Cup, Lid and Straws	Art#	Wholesale	Unit Price	Count per Case
Adjustment#				
16.5 oz Cups	5253	\$100.00	\$63.00	1000
24 oz Cup	5458	\$120.00	\$71.00	1000
32 oz Cup	5142	\$100.00	\$52.00	480
44 oz Cup	5282	\$100.00	\$60.00	480
12/24 oz SOLO Lid	5170	\$75.00	\$50.00	2000
32 oz SOLO Lid	5160	\$60.00	\$37.00	960
44 oz SOLO Lid	5165	\$80.00	\$40.00	960
10" Straws WRP CS	5008	\$120.00	\$67.00	6000
21 oz Compostable Paper Cup	5494	\$120.00	\$75.00	1000
16/21 Compostable Lid	5496	\$70.00	\$41.00	2000

CO2 Pricing/Size:

Deposit- 20# Tank- \$0.00 CO2 Product- 20# Cost- \$0.00

Pricing subject to annual price adjustment.

TECHNICAL SPECIFICATIONS & PRICING: FULL SERVICE VENDING- PRICING AND COMMISSIONS

Vend	Comm
Price	%*
1.00	10.0%
1.25	20.0%
1.25	20.0%
1.50	10.0%
1.50	10.0%
2.50	10.0%
2.50	10.0%
2.50	10.0%
1.50	10.0%
1.50	10.0%
1.50	10.0%
1.50	10.0%
	1.00 1.25 1.25 1.50 1.50 2.50 2.50 2.50 1.50 1.50

TECHNICAL STRUCTURE AND ECONOMIC VALUE:

FINANCIAL INCENTIVE

Swire Coca-Cola, USA offers the following financial incentive to the University of Idaho in exchange for exclusive pouring and vending services and a 90/10 split (to favor Swire Coca-Cola, USA) in sales of beverages throughout the University and Food Service operations. This financial incentive is based on a Five (5) years initial contract that, if mutually agreed in writing, will be extended by two, five-year increments for a total of ten (10) additional years, provided written notice of each extension is given to the Swire Coca-Cola, USA at least thirty (30) days prior to the expiration date of such term or extension.

One Hundred and Seventy Seven Thousand Dollars (\$177,000.00)

Per Term Year of the Contract- paid within 30 days of Term start date and each anniversary thereof.

Full Service Beverage Commissions- Estimated* (based on current annual volume) annual value: \$13,100* - commissions paid monthly.

Furthermore, in exchange for this Financial Incentive, Swire Coca-Cola, USA will receive the following:

- 90% of all retail Beverage availability on campus (whether sold by the University or by third-parties, such as Sodexo). The remaining 10% can be supplied through competitive products not distributed by Swire Coca-Cola, USA. Competitive products are limited to 20 ounce bottle products only.
- Fountain Beverages will be exclusive Swire Coca-Cola, USA Products only.
- · Swire Coca-Cola, USA will have exclusive Beverage vending rights.
- Swire Coca-Cola, USA will retain control of cooler merchandising and space allocation in all campus retail locations.
- Swire Coca-Cola, USA will have exclusive rights to market and sample Beverage Products in all campus retail locations and on campus grounds.
- Swire Coca-Cola, USA will be the only Beverage supplier to sample and market Beverages on Campus. Alcoholic Beverages and fresh brewed coffee are excluded from this provision.

The Financial Incentive includes all cash compensation the University will receive from Swire Coca-Cola, USA. Additional Considerations are included in the "Additional Consideration" section page 40.

Total Cash Value:

Contract Term 1-5:

Annual Payments Combined: \$885,000.00
Estimated* commission Years 1-5: \$65,500.00*
Total Value with Estimated Commission: \$950,500.00

*Paid on cash collected, based on current annual vending volume

ADDITIONAL CONSIDERATIONS:

Swire Coca-Cola, USA will receive recognition as "Official Beverage Sponsor of Vandal Athletics" for all University of Idaho athletic programs.

Swire Coca-Cola, USA will receive and maintain the current level of campus trademark signage as the current Pouring and Vending Service provider.

Swire Coca-Cola, USA will receive parking permits necessary to service the University of Idaho campus; maintain a minimum of current Pouring and Vending Service Provider level of 20.

Swire Coca-Cola, USA will receive eight (8) football, eight (8) basketball and four (4) all other sport transferrable University of Idaho season passes each Term of the Contract to be used at Swire Coca-Cola, USA's discretion.

Third-Party Contractors (e.g. Sodexo) on behalf of the University are bound to sell and market Swire Coca-Cola, USA Products sold to them or the University by Swire Coca-Cola, USA at the price set forth herein.

WARRANTEES:

Swire Coca-Cola, USA warrants that all beverage products will be free from defect and will be packaged and labeled in accordance with all applicable regulations.

Because Swire Coca-Cola, USA does not manufacture the beverage equipment, it cannot make specific representations or warranties about such equipment. However, Swire Coca-Cola, USA will service and maintain the beverage equipment throughout the Term and will replace any defective equipment.

PROPOSER EXCEPTIONS:

6-5 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

It is unclear what claims the University is asking Swire Coca-Cola, USA to waive.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

It is unclear what claims the University is asking Swire Coca-Cola, USA to waive.

6-20 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

7-1 RISK OF LOSS

CONSENT AGENDA University of Idaho

ATTACHMENT 3

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all-loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss and.

The University will assume liability for each individual piece of equipment and each individual deliver of product when each is delivered/installed. The transfer of liability will not wait until "all" equipment and "all" product is delivered/installed.

Beverages may include, without limitation, carbonated and non-carbonated artificially flavored drinks, packaged waters, fruit and/or vegetable juices, fruit and/or juice containing drinks, tea products, and drink and beverage bases in the form of syrups, whether powders, crystals, concentrates or otherwise, from which such drinks and beverages can be prepared.

"Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.

"Permitted Exceptions" means Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell, or dispense the following Competitive Products ("Permitted Exceptions") on Campus:

- Fresh milk or fresh flavored milk,
- Hot tea and hot coffee freshly brewed on premise,
- Beer (alcoholic, low-alcoholic and non-alcoholic), wine, liquor
- Hot chocolate.
- Bottled office water (i.e. bulk water 5 gallons and above),
- Any student, faculty or administrative staff or guest person who brings beverages on campus for their own personal consumption.

ATTACHMENT 3

REQUEST FOR PROPOSAL NO. 16-39M- RESPONSE- SWIRE COCA-COLA, USA

INSURANCE: CERTIFICATE OF INSURANCE

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University of Idaho Attn: Risk Management P.O. Box 443162 Moscow ID 83844-3162 USA			131168	Aon Rish Insurance Services West, Inc.				FORE THE WITH THE	

SUBJECT

Programs and Changes Approved by Executive Director - Quarterly Report

REFERENCE

April 2016

Board received 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

In accordance with Board Policy III.G.3.c.i. and 4.b, prior to implementation the Executive Director may approve any new, modification, and/or discontinuation of academic or career-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 April 2016 and July 2016 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.

CONSENT – IRSA TAB 5 Page 1

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CONSENT – IRSA TAB 5 Page 2

Academic Programs
Approved by Executive Director
April 2016 and July 2016

Institution	Program Changes
BSU	Discontinue Addiction Studies, Graduate Certificate
BSU	Discontinue Consulting Teacher Endorsement: Behavioral Specialist, Graduate Certificate
BSU	Discontinue Family Studies, Graduate Certificate
BSU	Establish the Blue Sky Institute
CWI	New Perioperative Nursing, Academic Certificate
ISU	Establish the Integrated Research Center
LCSC	Replace existing BA/BS in Social Sciences, History emphasis with a BA/BS in History
LCSC	New BS in Radiographic Science

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	Consolidated and change the name of existing M.S. and Master of Engineering, in Computer Engineering and in Electrical Engineering to Computer and Electrical Engineering – result of program prioritization
BSU	Change name of Department of Psychology to Department of Psychological Sciences
BSU	Change name of existing Institute for the Study of Addiction to the Institute for the Study of Behavioral Health and Addiction
CSI	Move Computer Science from Mathematics, Engineering, and Computer Science department to the Biology Department to include changing name of department to Biology and Computer Science
ISU	Change name of existing Family Practice Residency program to Family Medicine Residency Program
UI	Name changes: Option in Math, BS – from Applied-Scientific Modeling to Applied Quantitative Modeling From Forest Resources B.S.For.Res to Forestry, B.S.(a separate request submitted to update program and degree in Board Policy III.Z statewide program responsibility list) Conservation Social Sciences minor to Natural Resources and Conservation Emphasis in Music Education, B.Mus – from Instrumental-Vocal to Vocal Emphasis Administrative Reorganization: Rename Martin School to the Martin School of Global Studies and merge Departments of Philosophy and Political Science into one department Minor in Outdoor Recreation Leadership and Minor in Sustainable Tourism and Leisure
	Minor in Outdoor Recreation Leadership and Minor in Sustainable Tourism and Leisure Enterprises will solely be administered by the College of Education, Department of Movement Sciences
	Discontinue Program Components: • Minor – American Government/Public Law

TAB 5 Page 3 **CONSENT - IRSA**

	Other Program Changes							
Institution	(Does not require approval but requires notification to OSBE per policy III.G.)							
	Minor – Climate Change Minor – Coaching Graduate Certificate – Environmental Contamination Assessment Graduate Certificate – Environmental Water Science Undergraduate Certificate – Fire, Ecology and Management Undergraduate Certificate – Global Justice Minor – International Political Economy Undergraduate Certificate – Professional Ethics Minor – Public administration and policy Undergraduate certificate – Reproductive Biology Minor – Sports Science Emphasis, Music Education, B.Mus. – Instrumental-vocal Emphasis, Music Education, B.Mus. – Vocal-keyboard							
	Department and Program Components: Create a new Department of Biological Engineering in the College of Engineering which will house existing B.S., M.Engr., M.S., and Ph.D. degree programs in Biological Engineering – this is a secondary action as a result of program prioritization.							
	New program components: Undergraduate certificate, Remote Sensing Undergraduate certificate, Climate Change Minor in Ecology Emphasis in English, B.A., Linguistics and Literacy Option in Environmental Science, B.S. – The addition of this option allows students to create greater than 50% of the curriculum from a distance but not 100%. Undergraduate certificate, Restoration Ecology Undergraduate certificate, Tribal Natural Resources Stewardship 3 Emphases, Music, B.Mus.: Arts Administration, Entrepreneurship, General Business Minor in Vocal-Instrumental Music Education Discontinue undergraduate certificate, Fire Ecology, Management, and Technology and create the graduate certificate under the same title							
	Existing programs delivered/available via distance delivery: • Ed.S. in Curriculum and Instruction • General Studies, B.G.S. • History, B.A. and B.S. • Organizational Sciences, B.A. and B.S. • Psychology, B.A. and B.S.							

Professional - Technical Education Programs Approved by Executive Director

Institution	Program Changes
CSI	Consolidate Wind Energy and Environmental Technology programs into a new AAS, Renewable Energy Systems Technology program
	Addition of an Intermediate Technical Certificate, Industrial Systems Management Technology to this new program
CSI	New Certified Nursing Assistant program, Basic Technical Certificate

TAB 5 Page 4 **CONSENT - IRSA**

Institution	Program Changes
CSI	New Geospatial Technology Program, Basic Technical Certificate
EITC	Addition of Light Duty Diesel, Advanced Technical Certificate and AAS to existing Diesel Technology program
LCSC	New Pharmacy Technology Program, Intermediate Technical Certificate
NIC	Addition of Mechatronics, Advanced Technical Certificate and AAS to the existing Industrial Mechanics/Millwright program
NIC	New Entrepreneurship, Basic Technical Certificate to Business Leadership program
NIC	Discontinue Quality Postsecondary Technical Certificate from the Business Leadership program
NIC	Addition of Advanced Technical Certificate to existing Web Design program

CONSENT – IRSA TAB 5 Page 5

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CONSENT – IRSA TAB 5 Page 6

SUBJECT

Higher Education Research Council Appointment

REFERENCE

December 2011 Board appointed Peter Midgley to the Higher

Education Research Council for a three (3) year

term.

May 2012 Board appointed Dr. David Hill to the Higher

Education Research Council as the INL

representative

April 2013 Board appointed Bill Canon to the Higher

Education Research Council for a three (3) year

term.

August 2014 Board appointed Dr. Kelly Beierschmitt to the

Higher Education Research Council as the INL

representative, replacing Dr. Hill.

October 2014 Board appointed Dr. Robin Woods and re-

appointed Dr. Haven Baker to the Higher Education Research Council for a three (3) year

term.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W., Higher Education Research

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy (Board Policy III.W.) and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Board policy. HERC also provides direction for and oversees the use of research funding provided by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the State.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College; a representative of the Idaho National Laboratory (INL); and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics.

There is currently one HERC member up for re-appointment. This member serves as one of the industry partner representatives.

Mr. Bill Canon is the Director of Strategic Business Development at Valmark Interface Solutions (VIS) out of Livermore, California; he resides in Meridian, Idaho. Mr. Canon has been a very active and valuable member during his time on HERC. This would be Mr. Canon's second term on the Council.

CONSENT – IRSA TAB 6 Page 1

ATTACHMENTS

Attachment 1 – Current HERC Membership

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to re-appoint Mr. Bill Canon to the Higher Education Research Council for three (3) year terms effective immediately and expiring June 30, 2019.

Moved by _____ Seconded by ____ Carried Yes ____ No ____

CONSENT – IRSA TAB 6 Page 2

HIGHER EDUCATION RESEARCH COUNCIL

MARCH 2016

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CONSENT- IRSA TAB 6 Page 3

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CONSENT- IRSA TAB 6 Page 4

LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College's Faculty Constitution

REFERENCE

August 2014

The Board approved changes to the Faculty Constitution addressing committee structure changes.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section 1 Subsection S. Institutional Governance.

Lewis-Clark State College Policy 1.104 Constitution.

BACKGROUND/DISCUSSION

The Faculty of Lewis-Clark State College (LCSC) voted to remove from the Constitution, reference to specific committees, meeting schedules or Faculty Senate representation. The sections on General Provisions, Responsibilities of Faculty and Amendment of the Constitution are unchanged, and remain as last approved by the Board. References to committees, composition of the Senate and meeting schedules have been moved to a new LCSC Policy 1.104: Operational Guidelines for Faculty Governance, which by policy, does not require Board approval.

IMPACT

Removing such prescriptive and detailed information from the LCSC Faculty Constitution allows Faculty Senate flexibility in conducting its business, without the need to seek Board approval for minor changes.

ATTACHMENTS

Attachment 1 – Policy 1.104: Constitution

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The proposed changes are compliant with Board policy. Staff recommends approval.

BOARD ACTION

I move to approve the proposed changes to the Lewis-Clark State College Faculty Constitution as set forth in the materials submitted to the Board in Attachment 1.

Moved by Seconded by Carried Yes No _	<u></u> ما
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Lewis-Clark State College Policy # 1.104 Page 1 of 14 Policy and Procedures Manual Date: 8/1/79 Rev: 7/2014

SECTION: I. GENERAL

SUBJECT: CONSTITUTION OF THE FACULTY OF LEWIS-CLARK STATE COLLEGE

Background: Used by faculty to discharge responsibility for internal government.

Point of Contact: The President, the Provost, and the Faculty Senate are responsible for monitoring this policy.

Other LCSC offices directly involved with implementation of this policy, or significantly affected by the policy: Faculty Association

Date of approval by LCSC authority: 7/2014

Date of State Board Approval: 8/2014

Date of Most Recent Review: 03/2016

Summary of Major Changes incorporated in this revision to the policy: Committee structure, Faculty Senate Apportionment, and clarification of parliamentary procedures. Sections of the constitution that are more appropriate as operational guidelines have been removed. Removed sections will be placed in a separate document (operational guidelines) that will require LCSC approval for future changes but not State Board Approval.

PREAMBLE

We, the Faculty of Lewis-Clark State College, in order to discharge our responsibilities for internal government entrusted to us by the Idaho State Board of Education (hereafter referred to as Idaho SBOE), do hereby adopt and declare this constitution to be the basic document under which we shall discharge those responsibilities, consonant with the established policies of the Idaho SBOE. Any provision of this constitution that falls below the minimum standards set by the Idaho SBOE policy is inapplicable.

ARTICLE I—GENERAL PROVISIONS

Section 1. Idaho State Board of Education. The Idaho SBOE is vested by Article IX of the Constitution of the State of Idaho with all powers necessary or convenient to govern the College in all its aspects. The Idaho SBOE is the final authority for actions of the Faculty. Policy actions taken by the Faculty are subject to the final approval of the Idaho SBOE.

Section 2. President of the College. The President shall be president of the Faculty, or of the several faculties, within her or his institution and the chief executive of the instructional force in all of the institution's departments or divisions. She or he shall have authority, subject to Idaho SBOE policies, to give general direction to the instruction, research, and services of the institution. She or he shall make all recommendations concerning employment of faculties and other personnel of the institution. She or he shall be responsible to the Idaho SBOE for the administration and enforcement of all rules and regulations of the institution promulgated within the policies adopted by the Idaho SBOE:

A. The President, with the advice of the Faculty, shall determine from time to time the internal and functional organization of the institution. She or he, or her or his designee, shall be an ex officio

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SECTION: I. GENERAL

SUBJECT: CONSTITUTION OF THE FACULTY OF LEWIS-CLARK STATE COLLEGE

member of all committees, councils, and boards necessary to the operation of the institutional program and the immediate government of the institution.

- B. The President, with the advice of the Faculty, shall have the right to veto any action, resolution, or recommendation of the Faculty, provided, however, that any issue so vetoed upon a two-thirds (2/3) vote of the Faculty present and voting at a regular meeting of the Faculty Association must be referred to the Idaho SBOE for consideration.
- C. The President shall have all the rights, prerogatives, and responsibilities, which normally accrue to the position. She or he shall be responsible to the Idaho SBOE.
- D. The chief executive shall select her or his own staff, subject to the required approval of the Idaho SBOE for all appointments.
- **Section 3. The Faculty of the College.** The Faculty of the College consists of full-time lecturers, instructors, assistant professors, associate professors, professors, exempt and instructional personnel teaching at least six (6) credits or twelve (12) contact hours per week for three (3) or more of the previous six (6) semesters, the President, Provost, Vice Presidents, Deans, instructional Division Heads, and Registrar.
- **Section 4. Associate Faculty Members.** Faculty members with emeritus status, exempt instructional personnel teaching at least one (1) credit per year but not listed as Faculty in Section 3, and such other administrative officers as the President may designate in writing are Associate Faculty members.
- **Section 5. The Faculty Association.** The Faculty Association of Lewis-Clark State College is hereby established as the body representing the electoral interest of the Faculty. The Faculty of the College are voting members of the Faculty Association; Associate Faculty members are members of the Faculty Association with voice, but without vote.

The Faculty Association, acting in partnership with the President, is responsible for establishing educational policies and participating in institutional government (as defined in Article III of this document). The Faculty Association communicates with the Idaho SBOE through the President, the Provost, and the Chair of the Faculty Association. The responsibilities of the Faculty Association are carried out through the various committees of the Faculty Association, the Faculty Senate, and the assembled Faculty Association.

Section 6. The Faculty Senate. The Faculty Senate is empowered to act for the Faculty in all matters pertaining to the immediate governance and improvement of the College. The Faculty Senate is responsible to and reports to the Faculty Association and through the President to the Idaho SBOE, per LCSC's organizational structure. It will establish and review policies <u>pertaining to faculty such as those</u> for promotion and merit, <u>as well as sabbatical</u> and professional leaves, <u>make and curriculum decisions</u> and It will also serve to protect the well-being of the students.

A. Structure. The Faculty Senate shall be constituted as follows:

1. Each Division of the college engaged in instruction shall elect two (2) Senators to the Senate excepting the Library that shall elect one (1). Each Senator for a Division shall be a regular member of the Faculty Association with his or her primary appointment in that Division.

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Divisions are defined as the Library and those instructional units that are chaired by a Division Chair. Student Affairs shall have one (1) Senator.

- 2. Two (2) students are appointed by the President of the Associated Students of Lewis-Clark State College (ASLCSC). They will be ex-officio members with voice but without vote.
- 3. The President, or the President's designated representative, Registrar, the Chair of the Curriculum Committee, and Past Faculty Chair shall be ex-officio members with voice, but without vote in the Faculty Senate.
- B. Officers. Each year by the end of spring semester, the Faculty Association shall elect a Chair and a Chair Elect from the Faculty to take office the day following spring graduation. The Chair and the Chair Elect are also Chair and Chair Elect of the Faculty Senate. Also, each year a Secretary from the Faculty shall be appointed by the Chair, subject to confirmation by the Faculty Association.
 - 1. Responsibilities of the Chair are to:
 - a. be the official leader and voice of the Faculty Association;
 - b. represent the Faculty Association at the Idaho SBOE meetings dealing with higher education;
 - c. preside at Faculty Association meetings which she or he calls;
 - d. preside at or appoint the Chair elect to preside at all meetings of the Faculty Senate;
 - e. be an ex officio member of all committees with voice, but without vote;
 - f. appoint the Secretary of the Faculty Association, subject to confirmation by the Faculty Association;
 - g. call regular meetings of the Faculty Senate during the academic year;
 - h. ensure a quorum of 50% plus one (1) Faculty Senate members are present prior to conducting official business;
 - i. perform all other duties pertaining to this office, as they arise;
 - j. act as a Chair of the Chairs for the standing committees of the Senate;
 - k. chair the Faculty Senate Cabinet and the Budget, Planning, and Assessment Committee;
 - l. be a member of the Idaho Council of Higher Education Faculty.
 - 2. Compensation to the Chair:

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- a. The Chair shall receive a stipend equal to one (1) month's salary, which is to be paid over the term of the Chair's regular contract payment.
- b. The Chair shall receive a 50% release time from normal teaching duties during his or her term.
 - (1) Upon the mutual agreement of the Chair, Provost, Chair's Division Chair, Chair elect, and Chair elect's Division Chair, the Chair and Chair elect may elect to receive release from normal teaching duties in a combination that will provide for a smooth transition from year to year. For example: Fall Semester, Chair 50%; Spring Semester, Chair 25% and Chair elect 25%, or some other combination as agreed upon by all of the above parties.
- c. The Provost's Office shall provide budget support for travel to Idaho SBOE meetings, Idaho Council of Higher Education meetings, and other engagements mandated by the regular responsibilities of the Chair.
- 3. Responsibilities of the Chair-Elect are to:
 - a. assume the duties and responsibilities of the Chair in the absence of the Chair;
 - b. perform all other duties pertaining to this office, and other such duties as may be assigned by the Chair or by the Faculty Association;
 - c. chair the Faculty Affairs Committee;
 - d. serve on the College Foundation Board Committee;
 - e. be a member of the Budget, Planning, and Assessment Committee;
 - f. be a member of the Faculty Senate Cabinet;
- 4. Responsibilities of the Past Chair are to:
 - a. chair the Student Affairs Committee;
 - b. be a member of the Budget, Planning, and Assessment Committee;
 - c. be a member of the Faculty Senate cabinet;
 - d. be an ex-officio member of the Faculty Senate.
- 5. Responsibilities of the Secretary/Treasurer are to:
 - a. maintain an accurate record of all meetings of the Faculty Association and the Faculty Senate;

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- b. send a copy of the Faculty Association meeting and the Faculty Senate meeting minutes to the Provost, Faculty and Archivist;
- e. maintain records of and report on Faculty dues payments and expenditures made from those funds.

C. Term of Office.

- 1. Faculty Senators. Faculty Senators are encouraged to serve for three (3) years.
- 2. Faculty Chair. The Chair will serve one (1) year as the Chair, and one (1) year as the immediate Past Chair. In the event of a resignation by the Chair, the immediate Past Chair will assume the responsibilities of the Chair for the remainder of the term.
- 3. Chair Elect. The Chair-Elect will serve one (1) year as Chair-Elect and the following year will serve as the Chair. In the event of a resignation by the Chair-Elect, an Association meeting will be held within a month of the resignation for the purpose of electing a new Chair-Elect.
- 4. With mutual agreement between the Faculty Chair and the Chair-Elect, and upon election by the Faculty Association, the Faculty Chair and Chair Elect may serve an additional one (1) year term.
- 5. Secretary/Treasurer. The Secretary/Treasurer will serve a term of one (1) year. This term may be repeated.

Section 7. Parliamentary Procedure. All official business conducted by the Faculty Association, the Faculty Senate, and all Standing Committees shall follow the current edition of Robert's Rules of Order.

ARTICLE II—FACULTY ASSOCIATION MEETINGS

Section 1. Meetings. Meetings of the Faculty Association may be called with five (5) school days notice by the President or by the Chair of the Faculty Association, or in the absence of the Chair, by the Chair Elect of the Faculty Association, or upon the written petition of ten (10) Faculty members. There will be at least four (4) meetings during the college year. The President and the Chair, respectively, are expected to call at least two (2) meetings each. The President, (or her or his designee), shall preside at all meetings of the Faculty Association which the President has called, and the Chair or Chair Elect shall preside at all meetings they have called.

Section 2. Secretary-Treasurer. The Secretary Treasurer of the Faculty Association shall be the Secretary Treasurer of the Faculty Senate subject to confirmation by the Faculty Association.

Section 3. Quorum. A quorum shall consist of not less than one fifth (1/5) of the members of the Faculty Association (as defined in Article 1, Section 5.) Proxy votes must be presented in writing to the Secretary of the Faculty. Proxy votes will not count in the calculation of a quorum. By majority vote of the members present, a written poll of the Faculty of the College may replace a voice or written vote. The written poll must be issued within two (2) working days of the request and returned within seven (7) working days of the request.

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Section 4. Agenda. An agenda listing all subjects to be voted on by the Faculty Association, other than routine matters, shall be issued to all members of the Faculty at least two (2) days in advance of each meeting of the Faculty Association, except as provided in clause E of this section.

- A. Responsibility. The President shall be responsible for and shall issue the agenda when she or he has called the meeting. The Faculty Association Chair (or Chair Elect in the absence of the Chair) shall be responsible for and issue the agenda when the Chair (or Chair Elect) has called the meeting.
- B. Agenda Items. Individual members of the College community who wish to suggest items for the agenda shall submit them to the President if the President has called the meeting, or to the Chair (or Chair Elect) if the Chair (or Chair Elect) has called the meeting. No items may be considered under this clause, unless presented within the proper time limit (see Article II, Section 4 for Agenda and Article II, Section 4, E. Agenda for Emergency Meetings), or unless the presiding officer considers the matter at hand "routine" business.
- C. Resolutions Requiring Action. Ten (10) or more members of the College community desiring to submit a resolution which requires action at the next Faculty Association meeting shall submit the signed resolution to the President at least three (3) school days prior to the meeting. Such resolutions shall be published in full and included with the agenda.
- D. Proposed Changes of Written Policies or Regulations. Any proposed change in written policy or regulation which requires action at the next Faculty Association meeting must be published in full with the agenda, or final action on the proposal must be delayed until the next Faculty Association meeting.
- E. Agenda for Emergency Meetings. If circumstances require an emergency meeting of the total Faculty, the President or the Faculty Association Chair shall declare the emergency, and thus call the meeting. In such circumstances, the agenda may be limited to items approved by the President, if the President calls the meeting, or by the Chair if the Chair calls the meeting, and should be published not less than two (2) school days prior to the emergency meeting. Policy actions taken at emergency meetings require an approving vote of two thirds (2/3) of the members of the total Faculty in attendance at the emergency meeting. A quorum, as indicated in Article II, Section 3, must be present to conduct any business. None of the rules stipulated in this clause may be suspended or altered.

ARTICLE III—RESPONSIBILITIES OF THE FACULTY

Subject to the authority of the Idaho SBOE and in keeping with the role and mission of the College, the Faculty recognizes and accepts its responsibilities for the immediate governance of the College, including, but not restricted to:

Section 1. Standards for Admission. The Faculty, in concert with the Director of Admissions/Registrar, shall establish minimum standards for admission to the College and its various units.

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Section 2. Academic Standards. The Faculty shall establish academic standards to be maintained by all students in the College and its various units.

Section 3. Courses, Curricula, Graduation Requirements, Degrees. The Faculty shall establish and approve courses of instruction, curricula, degrees offered, and graduation requirements.

Section 4. Scholarships, Honors, Awards, Financial Aid. The Faculty shall establish general principles in accordance with which privileges such as scholarships, honors, awards, and financial aid shall be accepted and allocated.

The Faculty may review the standards established for the allocation of such privileges.

Section 5. Conduct of Students. The Faculty is responsible for establishing rules and regulations governing the conduct of students on the campus and at authorized College activities. Rules and regulations established by the committees shall conform to established law and standards of due process, and shall be subject to review by the Faculty Senate and the President, as well as review and final approval by the Idaho SBOE. Students shall have the right of formal appeal from decisions of the College officials and bodies to the Hearing Board, the President, and the Idaho SBOE.

Section 6. Student Participation. The students shall be given representation on Faculty committees and in the Faculty Senate.

Section 7. Selection of Administrative Officers. The Faculty shall assist the Idaho SBOE in the selection of the President and shall assist the President in the selection of other administrative officers of the College.

Section 8. Governance of Divisions. The Faculty shall establish general standards to guarantee the rights of the Faculty to participate in the governance of their respective divisions and in the selection of their respective Division Chairs.

Section 9. Faculty Welfare. The Faculty, through the Faculty Senate and other standing Faculty committees, shall select a standing committee to establish criteria for salaries, working conditions, benefits, appointments, promotion, tenure, dismissal, academic freedom, leaves, and related matters, insofar as they are not in conflict with Idaho SBOE policy, and shall, in concert with the Provost, provide for a program of Faculty development.

Section 10. Budget. Members of the Faculty shall participate in budgetary matters at the Divisional and College level. It is expected that the President will seek advice and counsel from the Faculty on budgetary policies.

Section 11. Organization of the College. The Faculty shall advise and assist the President and the Idaho SBOE in establishing, reorganizing, or discontinuing administrative and academic units of the College.

Section 12. Committee Structure. The Faculty shall establish and maintain all college-wide standing and special committees, subcommittees, councils, and boards as specified in Article IV, and similar bodies necessary to the internal governance of the College, and provide for the appointment or election of members of such bodies. The section does not apply to ad hoc committees of a fact-finding nature to

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advise the President or to committees established by the President, or designee, for delegated administrative tasks.

ARTICLE IV—COMMITTEES

Section 1. General Provisions.

- A. The word "committees" is a general term describing all committees, sub-committees, councils, boards, and similar bodies.
- B. The Faculty Senate appoints all standing committees other than those reserved to the President or designee.
- C. The President is responsible for appointing ad hoc committees of a fact-finding nature to advise her or him and to appoint committees made up solely of administrators; the President, or designee, may also appoint committees for delegation of administrative tasks.
- D. The establishment, discontinuance, or restructuring of a standing committee requires a constitutional amendment, except for committees required by Idaho SBOE policy or eliminated by the Idaho SBOE.
- E. Unless otherwise indicated, no standing committee will be chaired by the administrative officer who is substantially responsible for implementing the policies or recommendations of the committee.
- F. The President of the College, or her or his designee, and the Chair of the Faculty, or her or his designee, are members ex-officio, with voice, but without vote on all committees.
- G. Divisions for purposes of committee membership are defined as the Library and those instructional units that are chaired by a Division Chair.
- H. The tenure of individual members on standing committees may not be terminated within her or his stated term of office except for cause and with the concurrence of the Faculty Senate.
- I. Committees meet on the call of the Chair. Committees may be convened by one half (1/2) of the members on the committee with one (1) day written notice to all other members. All committees will be convened by the last week of September. A quorum for committee meetings shall consist of 50% plus one (1) committee member.
- J. Proxy votes are not permitted.
- K. Unless otherwise provided, all committee assignments terminate on September 1 of the year of termination.
- L. Standing committees shall keep minutes and shall distribute them to all members on the committee, the Chair of the Faculty, and to the Senate Webmaster. Minutes shall be posted electronically on the Faculty Senate website.

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M. All committees shall have the power to appoint subcommittees in addition to those spelled out in this constitution for a specific purpose within the realm of that standing committee's function.

Section 2. Standing Committees of the Faculty Senate General Information.

A. Appointment. The Faculty Senate will appoint all Faculty members on campus-wide Committees. Administrative members will be appointed by the President of the College, or designee, and student members will be appointed by Student Body President, or designee.

B. Reporting.

- 1. Each committee will make progress reports to the Senate when such reports are requested by the Senate Chair. These may be written or oral reports, should identify time and place of committee meetings, and should describe current status as well as future goals of the committee.
- 2. Recommendations for Senate action should be printed and distributed to Senate members prior to the Senate meetings at which they will be presented.
- C. Meetings. Meetings will be open to general faculty except when such open meetings would be an infringement of individual rights.
- D. Terms of Office. A term consists of one (1) year.

Section 3. Standing Committees of the Faculty Senate.

A. Faculty Affairs Committee.

- 1. Function. The responsibilities are to:
 - a. recommend and monitor policies regarding evaluation, promotion, tenure and merit of the Faculty;
 - b. conduct a continuing study of salaries, professional problems, welfare, retirement practices, and working conditions of members;
 - Coordinate and facilitate faculty development grants, sabbaticals, and offerings in concert with the Provost.

2. Structure.

- a. The Faculty Affairs Committee will consist of one (1) faculty member from each Division and one ex-officio (1) representative from Student Affairs with voice but without vote.
- b. The Chair Elect of the Faculty Senate is the chair of the Faculty Affairs Committee, per Article I.6.B.3.c., with voice but without vote. If the Chair Elect is serving as the

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Division's representative on the committee, the chair will provide the Division's vote. In no instance shall any Division have more than one vote on the committee.

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B. Student Affairs Committee.

1. Function. The responsibilities are to:

- a. recommend college policy and monitor implementation thereof in areas related to student life and student affairs, including but not limited to: student financial aid, housing, student organizations, student health, student judicial affairs, student recreation, placement, campus union activities, counseling, and student development;
- b. establish academic standards to be maintained by all students in the College and its various units.

2. Structure.

- a. one (1) faculty member from each Division, at least one (1) but no more than two (2) students, one (1) Student Affairs representative, and one (1) administration representative. The student, the Student Affairs representative, and the administration representative will be ex-officio members of the committee with voice but without vote.
- b. The Past Chair of the Faculty Association is the chair of the Student Affairs Committee, per Article I.6.B.4.a., with voice but without vote. If the Past Chair is serving as the Division's representative on the committee, the Past Chair will provide the Division's vote. In no instance shall any Division have more than one vote on the committee.

C. Curriculum Committee.

- 1. Function. The responsibilities are to:
 - a. generate or review all proposals pertaining to curriculum decisions, including instructional programs and courses;
 - b. recommend action on curriculum matters to the Faculty Senate.

2. Structure.

- a. The Curriculum Committee will consist of one (1) Faculty member from each division, the Registrar, a representative from the Registrar's office to serve in the capacity of secretary for the committee, the Provost or designee, and one (1) student. The Registrar, the representative from the Registrar's office, the Provost or designee and the student will be ex-officio members of the committee with voice but without vote.
- b. The chair of the Curriculum Committee will be a faculty member elected by the Curriculum Committee each spring to serve for the following academic year. The Chair of the Curriculum Committee will be an ex officio member of the Faculty Senate. If a faculty member becomes chair of the Curriculum Committee and the Division appoints

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an additional divisional representative, then the committee chair will have voice but no vote; in no instance shall any Division have more than one vote on the committee.

D. General Education Committee

- 1. Function. The responsibilities of the General Education Committee are to:
 - a. review and recommend changes in General Education throughout the College and in the General Education Core Curriculum.
 - b. monitor the effectiveness of General Education throughout the College and the General Education Core Curriculum.
 - c. publicize, promote, and advocate for General Education among the students, faculty, and staff of the College.
 - d. maintain an ongoing study of general education philosophies and models nationwide; and
 - e. coordinate college wide actions to maintain the relevance of General Education in a changing society.

2. Structure

The General Education Committee will consist of five (5) faculty elected by the Faculty Association. Each member will serve a three-year term. The members must be selected from five (5) different divisions. The chair of the committee will be elected annually by the committee from among the members of the committee.

E. Budget, Planning, and Assessment Committee.

1. Function. The responsibilities are to:

Serve as a communication link among the Faculty Senate, Divisions, and President regarding budget, planning, and assessment.

2. Structure.

- a. The Budget, Planning, and Assessment Committee will consist of one (1) Faculty member from each Division, the Past Chair, and the Chair elect. If the Past Chair or the Chair Elect is serving as a Division's representative on the committee, that individual will provide that Division's vote. In no instance shall any Division have more than one vote on the committee.
- b, The Chair of the Faculty Association shall serve as Chair of the Budget, Planning, and Assessment Committee, per Article I.6.B.1.h, with voice but without vote. If the Chair is serving as the Division's representative on the committee, the Chair will provide the Division's vote. In no instance shall any Division have more than one vote on the committee.

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F. Faculty Senate Cabinet.

- 1. Function. The responsibilities are to:
 - a. serve as a clearinghouse for issues to be assigned to committees;
 - b. assist the Faculty Chair in attending meetings, communicating with campus groups, and monitoring policy implementation;
 - c. provide an advisory function for the Faculty Chair on a weekly basis.

2. Structure.

The Faculty Chair Cabinet will consist of the following members: the Faculty Chair (also the Cabinet Chair), the Faculty Chair Elect, the Secretary/Treasurer, the Senator Chairs of each standing committee, and the Past Faculty Chair.

Section 4. Hearing Board.

A. Function. In accordance with grievance procedures as stated in the Policy and Procedures Manual, the Hearing Board shall serve as the institutional board of appeals for Faculty and students. Upon request it shall review all policy changes, testing them for consistency with the constitution. The Board shall seek such information from students, Faculty, administration, and the Idaho SBOE, as it may deem necessary to accomplish its task. It shall also conduct a continuing review of the constitution committee structure and functions, communicating its findings to the Faculty Association annually.

B. Structure.

- 1. Membership. The Hearing Board shall be composed of seven (7) members (the majority of whom shall be tenured): three (3) members from the faculty elected by the Faculty Association; three (3) members from the Faculty appointed by the President; and one (1) Division Chair appointed by the Faculty Senate. Three (3) alternate members will be designated: one (1) appointed by the President and two (2) appointed by the Faculty Senate.
- 2. Chair. The Chair shall be elected each year from the members of the Hearing Board. A Hearing Chair shall be elected for each hearing from the members of the Hearing Board. The Hearing Chair shall not be the Division Chair member of the Hearing Board.
- 3. Students. In cases involving students, four (4) students shall be included, with voice and vote, in the hearing board membership. The students shall be appointed by the ASLCSC President.
- C. Term of Service. Membership of the Hearing Board for the subsequent academic year shall be determined prior to the last day of the spring semester. Each member shall serve for two (2) college years.

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Section 5. Standing Tenure and Promotion Review Committee (STPRC) for academic faculty.

- A. Function. The responsibilities are to:
 - 1. uphold the philosophy toward tenure/promotion as set forth in the Policy and Procedures Manual:
 - 2. establish, review, and monitor tenure/promotion criteria, policies, and procedures;
 - 3. in conjunction with the Provost's office, notify in writing faculty who are eligible to apply for tenure/promotion and provide "Request for Tenure/Promotion Evaluation" forms along with a list of contents required for the Tenure/Promotion File;
 - 4. meet with new hires and discuss tenure/promotion process;
 - 5. oversee and approve formation of the Individual Tenure and Promotion Committees;
 - 6. review all applications for tenure/promotion. and forward its recommendations to the applicant, the Division Chair, the Dean, the applicant's Individual Tenure and Promotion Committee, and the Provost:
 - 7. plan annual recognition for newly tenured/promoted Faculty;
 - 8. oversee the periodic performance review process.
- B. Structure. The seven member STPRC will be constituted as follows: six (6) tenured faculty members (each from a different academic division), and a Chair elected by the Faculty Association at its spring meeting. Three (3) of the STPRC faculty members must hold full-professor rank.
- C. Term of Service. All members will serve three year terms. No member may serve more than one (1) consecutive term. A tenured Faculty member, elected by the Faculty Association, will serve as Chair for a one year term and will vote in the event of a tie. No Faculty member may serve on the STPRC during an academic year when her or his own application is being considered.
- D. No member of the STPRC may serve on an Individual Tenure/Promotion Committee for academic faculty.
- E. In consultation with the Provost, the Committee will review its own membership for areas of conflict of interest.

Section 6. Standing Promotion Review Committee (SPRC) for professional-technical faculty.

- A. Function. The responsibilities are to:
 - 1. uphold the philosophy toward promotion as set forth in the Policy and Procedures Manual;
 - 2. establish, review, and monitor promotion criteria, policies, and procedures;

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- 3. in conjunction with the Provost's office, notify in writing faculty who are eligible to apply for promotion and provide "Request for Tenure/Promotion Evaluation" forms along with a list of contents required for the Promotion File;
- 4. meet with new hires and discuss promotion process;
- 5. oversee and approve formation of the Individual Promotion Committees;
- 6. review all applications for promotion and forward its recommendations to the applicant, the Division Chair, the Dean, the applicant's Individual Promotion Committee, and the Provost;
- 7. plan annual recognition for newly promoted Faculty.
- B. Structure. The five member SPRC will be constituted as follows: one (1) faculty member at the assistant professor level, one (1) faculty member at the associate professors level, one (1) faculty member at the full professor level, one (1) faculty member at any rank, and a Chair. All members will be elected at the spring meeting of the Faculty Association.
- C. Term of Service. The associate professor faculty member will serve a three year term; the assistant and full professor faculty members will serve a one year term. No member may serve more than one (1) consecutive term. A Faculty member, within the Committee, elected by the Faculty Association, will serve as Chair for a one year term and will vote in the event of a tie. No Faculty member may serve on the SPRC during an academic year when her or his own application is being considered.
- D. No member of the SPRC may serve on an Individual Promotion Committee for professional-technical faculty.
- E. In consultation with the Provost, the Committee will review its own membership for areas of conflict of interest.

ARTICLE WY—AMENDMENT OF THIS CONSTITUTION

This constitution may be amended by a two-thirds (2/3) vote of the members of the Faculty Association, as defined in Article 1, Section 3, in attendance at a regular meeting, a quorum being present. Proposed amendments must have been published in full with the agenda at least one (1) week prior to the meeting or must have been presented in writing at the Faculty Association meeting previous to the one in which the vote is to be taken. Amendments to this constitution are subject to review and approval by the Idaho SBOE.

CONSENT-PPGA TAB 7 Page 16

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 June 2016 Board meeting. Since that meeting, Board staff has received seventeen (17) permits from Boise State University, three (3) permits from Idaho State University, and thirteen (13) permits from the University of Idaho.

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 May 2016 – September 2016

	May 2010 - Septer	IIDCI ZUIU		
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Executive MBA Program Open House	College of Business and Economics	Х		05/24/16
Celebration of Life for Rick Lowe	Stueckle Sky Center		Х	05/28/16
Prolific Fundraising Event	Stueckle Sky Center		Х	06/04/16
Dairy Booster Auction	Stueckle Sky Center	X		06/10/16
50 Year Reunion	Stueckle Sky Center		X	06/11/16
Blue Cross of Idaho Event	Stueckle Sky Center		х	06/13/16
Neil DeGrasse Tyson Speaker	Morrison Center	X		06/15/16
Executive MBA Program Open House	College of Business and Economics	Х		06/21/16
Father Larry Dinner Event	Stueckle Sky Center		Х	06/23/2016
2016 Family Medicine Residency Graduation	Student Union Building		х	06/25/16
Widespread Panic – Concert	Taco Bell Arena	X		06/30/16
KISS Rock Concert	Taco Bell Arena	X		07/07/16
Awards Banquet for Top Company Performers	Stueckle Sky Center		x	07/11/16
Harper/Wendlandt Wedding	Stueckle Sky Center		X	07/15/16
Concert to Entertain Ticket Holders (of James Taylor)	Taco Bell Arena	Х		07/20/16
Centennial High Class of 1996 20 Year Reunion	Stueckle Sky Center		Х	07/23/16
Idaho Flight Basketball Fundraiser	Student Union Building		х	09/17/16

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY July 2016 – August 2016

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
IEA Summer Institute Conference Social	SUB		Х	07/28/16
Skaggs Pre- Conference Reception	Performing Arts Center – Rotunda	X		08/03/16
Skaggs Poster Presentation	Leonard Hall	X		08/04/16

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO June 2016 – November 2016

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
2016 Men's Golf League	UI Golf Course	Х		06/09/2016- 08/25/2016
Prichard Friends Preview Reception	Prichard Art Gallery	Х		06/16/16
Hammel Retirement Reception	Common Horizon Room	Х		06/16/16
Wendy Nelson Celebration of Life	Kibbie Dome	Х		06/20/16
UI and Limagrain Cereal Seeds Field Day	Parker Research Farm, 1025 Science Rd, Moscow, ID 83843	X		07/06/16
Western Wheat Workers Meeting	Parker Research Farm, 1025 Science Rd, Moscow, ID 83843	Х		07/07/16
Corner Club Open	UI Golf Course		Х	07/09/16
Stephen Johnson/Jodi Prout Wedding	McCall Outdoor Science School, 1800 University Ln., McCall, ID 83638		Х	08/07/2016
Executive MBA Program Golf Scramble	UI Golf Course	х		08/09/2016
New Faculty Orientation Dinner	Common Horizon Room	Х		08/16/16
Faculty Reception	Bruce Pitman Center	X		09/13/16
Athletic Hall of Fame Induction and Dinner	Bruce Pitman Center	X		10/14/16
Faculty and Staff Holiday Reception	Bruce Pitman Center	Х		11/30/16

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SUBJECT

Appointment to the Professional Standards Commission (PSC)

REFERENCE

August 2015 Board approved one appointment to the Professional

Standards Commission.

April 2016 Board requested changes to the recommendation for

appointments to the Professional Standards Commission to reflect a more diverse geographical

representation of the state.

June 2016 Board approved six appointments and two re-

appointments to the Professional Standards Commission and discussed changing practices and reaching out to broader communities when filling openings on the Commission in order to assure more equal representation and diversity of the members.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Section 33-1252, Idaho Code sets forth criteria for membership of the Professional Standards Commission (PSC). The PSC consists of eighteen (18) members, one (1) from the State Department of Education (SDE) and one (1) from the Division of Career Technical Education (CTE). 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 open position from the Idaho School Superintendents Association. Resumes for interested individuals listed below are included in the attachments.

School Superintendents:

Trina Caudle, Coeur d'Alene School District Nicole MacTavish, Nampa School District Marjean McConnell, Bonneville Joint School District

ATTACHMENTS

Attachment 1 – Current Professional Standards Commission Members
Attachment 2 – Resume for Trina Caudle
Attachment 3 – Resume for Nicole MacTavish
Attachment 4 – Resume for Marjean McConnell
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STAFF COMMENTS AND RECOMMENDATIONS

At the June 2016 Board meeting it was determined that the Department would amend its practices when filling positions on the Professional Standards Commission. The new practice would be to reach out not only to the identified stakeholder groups, but to also reach out to other education community groups to allow individuals who are not connected to the standard communications the opportunity to apply or submit nominations for open positions. Specifically, it was discussed that there was a need for educators who work with our underserved populations to have the opportunity to serve on the community, including our American Indian educators. The Board's Indian Education Committee expressed an interested in nominating individual educators to the Commission if notified of openings.

BOARD ACTION

I move to appoint Marjean McConnell as a member of the Professional Standards Commission for the remainder of the three-year term which began July 1, 2014, and will end June 30, 2017, representing School Superintendents in Idaho.

Moved by	Seconded by	Carried:	Yes	No
		o a moan		

2016-2017 Professional Standards Commission Members

Clara Allred

Special Education Administrator

Twin Falls SD #411

Margaret Chipman School Board Member Weiser SD #431

Steve Copmann

Secondary School Principal Cassia County Joint SD #151

Kathy Davis

Secondary Classroom Teacher

St. Maries Joint SD #41

Kristi Enger

Career-Technical Education

Division of Career-Technical Education

Mark Gorton

Secondary Classroom Teacher

Lakeland Joint SD #272

Dana Johnson

Private Higher Education

Brigham Young University - Idaho

Pete Koehler

State Department of Education

Idaho Department of Education

Charlotte McKinney, Chair

Secondary Classroom Teacher

Mountain View SD #244

Mark Neill

Public Higher Education

Idaho State University

Taylor Raney

Public Higher Education

University of Idaho

Tony Roark

Public Higher Education - Letters and Sciences

Boise State University

Elisa Saffle

Elementary School Principal

Bonneville Joint SD #93

Donna Sulfridge, Vice Chair Elementary Classroom Teacher

Mountain Home SD #193

Ginny Welton

Exceptional Child Education

Coeur d'Alene SD #271

Mike Wilkinson

School Counselor

Twin Falls SD #411

Kim Zeydel

Secondary Classroom Teacher

West Ada SD #2

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OFFICE 208.664.8241 FAX 208.664.1748 www.cdaschools.org

May 11, 2016

Kristen Shreve Director of Operations Idaho Association of School Administrators 777 S. Latah Street Boise, ID 83705

RE: Professional Standards Commission Appointment

Dear Kristen,

I am writing this letter to express by great interest in serving on the Professional Standards Commission representing the Idaho Association of School Administrators. In public education teachers and certificated staff are our most valuable resource, impacting the lives and education of our students. Therefore, we must take great care in attracting high quality individuals, ensuring teachers are prepared for the classroom, ensuring principals are prepared to lead in a time of constant change, provide certificated staff in all areas multiple opportunities to learn and grow as a professional, hold staff to high standards of conduct, and value each person as a professional.

My personal, educational and professional experiences enable me to bring a variety of perspectives and expertise to the Professional Standards Commission. The Commission has an important role in making recommendations to the State Board of Education, providing leadership on professional standards and accountability, and ensuring Idaho has competent, qualified and ethical educators in the classroom while cultivating our greatest resource. As a member of the commission, my role would be to tap into those perspectives and expertise, and collaborate with other members to meet the mission and vision of the commission while always serving as an advocate for all students in Idaho.

It would truly be an honor to serve on the commission. Thank you for your time and consideration.

Sincerely,

Trina C. Caudle. Ed.D.

Juia Claudell

Director of Secondary Education

tcaudle@cdaschools.org

INVEST | INSPIRE | INNOVATE
We invest in each student to prepare, challenge and advance
well-educated, resilient and future-ready citizens.

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TRINA MCGEE CAUDLE, ED.D.

1230 E. Elderberry Circle Coeur d'Alene, ID 83815 (208) 449-9593 caud9541@gmail.com

<u>CAREER GOALS:</u> To ensure students and staff are continually learning and growing, to exemplify positive instructional leadership in a public education setting, and to serve as an advocate for students within the Coeur d' Alene community and state of Idaho.

PROFESSIONAL PREPARATION

University of Idaho Doctor of Education

May 2014

Idaho State University Educational Specialist

Major: Superintendency May 2005

University of Alaska, Anchorage Masters Degree Major: Public School Administration K – 12 August 1997

University of Idaho Bachelor of Science Degree

Major: Secondary Education, Physics & Math May 1989

United States Military Academy, West Point

Concentration: Math, Science & Leadership July 1985 – July 1987

PROFESSIONAL EXPERIENCES

LEADERSHIP Coeur d'Alene School District #271, Coeur d'Alene, ID

Director of Secondary Education, July 2014 - Present

Idaho Falls School District #91, Idaho Falls, ID

Assistant Superintendent, July 2012 - 2014

Director of Secondary Education, July 2010 – 2012

Skyline High School, Idaho Falls, ID

Principal, 2005 - Present

Assistant Principal, 2000 - 2005

Small Business Owner, 1999 – 2001

Kids R Us, Inc. DBA Cubby's

TEACHING Clair E. Gale Junior High School, Idaho Falls, ID

Secondary Mathematics, 1999 – 2000

Bartlett High School, Anchorage, AK

Secondary Mathematics, 1991 – 1999

C-Team Girls Basketball Coach, 1991-92 Season

Sandpoint High School, Sandpoint, ID

Secondary Math and Science, 1989 – 1991 Freshman Girls' Basketball Coach, 1989 – 1991 Track Distance Coach, 1989 – 1991

PROFESSIONAL ORGANIZATIONS & MEMBERSHIPS

Coeur d'Alene Chamber of Commerce - CDA Leadership Class of 2016 Association for Supervision and Curriculum Development (ASCD) Association for Career and Technical Education (ACTE) Idaho Association of School Administrators (IASA) Phi Kappa Phi Honor Society

GENERAL SERVICE

Safe Passage Violence Prevention Center, Board Secretary (2014 – present)
Daughters of the American Revolution (2012 – present)
Task Force Member, Idaho State Migrant Education Program Statewide Needs
Assessment Task Force (2009 – 2011)
Committee Member, iSTEM Governance Steering Committee (2009 – 2011)
Board Member, Idaho Falls YMCA (2002 – 2005)

NOTABLES/ACCOLADES

Nominated for British Petroleum (BP) Teacher of Excellence, Third Quarter, 1996 Co-Author of Awarded Federal Character Education Grant, Fall 2004 Author of Awarded State LEP Implementation Grant, December 2006 Author of Awarded State LEP Implementation Grant, December 2007 Idaho Falls Education Association Excellence in Administration, 2008 – 2009 SY

REFERENCES

Matt Handelman, Superintendent, Coeur d' Alene School District #271 1400 N. Northwood Center Court, Coeur d' Alene, ID 83814 (208) 664-8241

George Boland, Superintendent, Idaho Falls School District #91 690 John Adams Parkway, Idaho Falls, Idaho 83401 (208) 525-7519

Kathy Canfield-Davis, Ph.D. University of Idaho, Coeur d' Alene Campus (208) 292-1286

Deborah Long, Idaho Capacity Builder Regional Coordinator University of Idaho, Coeur d' Alene Campus (208) 292-1408



NAMPA

School District No. 131

619 S. Canyon St. © Nampa, ID 83686 (208) 468-4600 © Fax (208) 468-4638 www.nsd131.org

May 31, 2016

Kristen Shreve
Director of Operations
Idaho Association of School Administrators
777 S. Latah Street
Boise, ID 83705

Dear Ms. Shreve:

I am writing to apply for the opening on the Professional Standards Commission. I am hoping that my diverse background, my education, and my experience might be the right fit for this opening. I have a strong passion for this work and know how important the work of the commission is in shaping the experiences our students have in Idaho's schools.

I have had the great opportunity to have many experiences in public education. At the classroom level, I've served as a high school counselor, a high school English teacher, and an Associated Student Body Advisor. I've also served in several leadership capacities at the building level: middle school assistant principal, high school assistant principal, middle school principal, and high school principal. In addition, I've had the opportunity to serve in several capacities at the district level as a Special Education Director, an Executive Director of Curriculum and Instruction, and now as Assistant Superintendent.

In these roles I've served schools districts as small as 1500 students to as large as 26,000 students; in districts so rural that getting teachers to professional development took a ferry ride and a 3 hour drive, to sprawling suburban 'bedroom' districts, to an urban school district serving families speaking over 140 different languages. I'm hopeful that my first line experiences with the greatly varying challenges in all these different contexts will be helpful to the work of the commission.

I've also had the opportunity to see how professional standards shape the non-profit world when I served as the Director of the University of Washington's Experimental College and as I ran a Boys and Girls' Club of America on an US Army base in Stuttgart, Germany.

Finally, after earning my Masters of Education and my Doctor of Education, I had the great opportunity to get deep into the weeds with professional standards when I was lucky enough to be selected to attend the Human Relations in in Educational Leadership (HELP) Certification

offered in partnership between Willamette University the Confederation of Oregon School Administrators. This HR certification course vastly deepened my understanding of the importance of professional standards and the place standards commissions play in the ecosystem of public education.

As I led in both the public education sector and in the non-profit world, it became increasingly evident to me that the standards by which we define the professionals in our field matter. Even in an industry and in areas where we sometimes struggle to find qualified applicants, we have a responsibility to maintain strong professional standards to shape the work we do in service to kids and to families.

I would love the opportunity to join the commission and would jump at the chance if offered.

I very much appreciate your consideration of my application. I have attached my resume and would welcome any questions via phone or email.

Thank you!

Nicole Mac Tavish, Ed.D.

Assistant Superintendent, Nampa School District

DR. NICOLE MACTAVISH

Address: 121 East Victory Road #N204 ● Meridian, ID 83642 Cell Phone: 208.573.9047 ● Work Phone: 208.468.4600

Home email: nmact@mac.com Work email: nmactavish@nsd131.org

EDUCATION

Willamette University & Oregon Sc.	7/15/13	
 Human Resources in Education 	onal Leadership (HELP) Certification	
Doctor of Education • Educational Leadership with S	Seattle University Superintendent Certification	6/13/10
Cognate in Human Resources4.0 Grade Point Average		
Principal Certification Program 4.0 Grade Point AverageWashington State Funded Edu	Western Washington University	6/15/02
Master of Education 3.95 Grade Point Average	University of Washington	3/15/96
 Bachelor of Arts in English Magna Cum Laude Phi Beta Kappa With Distinction in English Minor in psychology 	University of Washington	6/10/94
 Bachelor of Arts in Communication Magna Cum Laude Phi Beta Kappa Minor in journalism 	s University of Washington	6/10/94

CERTIFICATION

Idaho Superintendent Certification
Idaho Principal Certification
Oregon Superintendent Certification
Oregon Principal Certification
Washington State Superintendent Certification
Washington State Continuing Principal Certification

Washington, Oregon and Idaho Continuing Teacher Certification

PROFESSIONAL EXPERIENCE

Assistant Superintendent

7/14 - present

Nampa School District: 15,000 students

- Brought in by newly hired superintendent to assist in district 'turn around' after 5 million dollar district shortfall
- Oversight of district wide Curriculum and Instruction, Assessment, SPED and 504, Career Technical Education, Professional Development, Title IA, Title IIA, Title III & State level LEP, State Technology, Safety
- Revised the Teaching and Learning department organizational chart and replaced every Cabinet level position in the department (Directors of SPED, Compensatory Services, Assessment, and CTE)

- Directly responsible for \$21 million in district budget
- Created budgeting and oversight process for all budgets in area of responsibility, budgets now in the black and meeting all local, state and federal requirements
- Created district level SPED quality review process and implemented district wide SPED
 'boot camp' professional development, resulting in zero lawsuits and zero Office of Civil
 Rights complaints over the course of two years
- Implemented Professional Learning Communities district wide
- Created and implemented district definition of Guaranteed and Viable Curriculum
- Created and implementing a Strategic Plan to address findings of Phi Delta Kappa Curriculum Audit
- Created district curriculum adoption process and supporting \$2 million annual budget, successfully implementing the first curriculum adoption in over 15 years
- Completed PreK-5 ELA curriculum adoption, in process of adopting 6-12 ELA, with PreK-12 math adoption scheduled in 2016-2017
- Created and implemented district wide Professional Development plan to address areas of greatest need (ELA, math, SPED, ELL)
- Directly responsible for transitioning district to a 1:1 environment for students and teachers
- Created visioning team to research and stand up a new blended learning high school, wrote successful \$1.5 million grant from private foundation for school start-up costs

Principal, Redmond High School Redmond School District: 7,000 students

6/12 - 7/14

- leader of a comprehensive high school serving 1200 students in grades 9 12
- building leader during \$10 million school renovation project lasting 14 months
- implemented Writing Across the Curriculum initiative in every content area, using a common, school-wide CCSS-based assessment rubric
- brought previously disparate counseling, college, and career advising programs under one roof and created a common mission for the new College and Career Center, focusing on graduation and college admission
- implemented school-wide common assessments in English and math
- implemented common syllabi for all like classes, school-wide
- established common academic vocabulary for all like classes, school-wide
- initiated standards-based grading pilot
- District Leadership Team member for CCSS Math Implementation Team
- District Leadership Team member for CCSS English Language Arts (ELA) Implementation Team
- designed and led school-wide "Special Education 101" training program for all certificated staff
- established school Facebook presence for increased student, parent, and community communication
- trained extensively in Charlotte Danielson's "Framework for Teaching" evaluation model
- Cascade Commitment workgroup member won \$445,000 grant to 'replicate' Eastern Promise in Central Oregon
- authored successful \$478,000 Career Technical Education Revitalization Grant application to revitalize manufacturing program
- Re-Imagining Grades 9-14 COSA/OASE Workgroup identifying barriers and solutions for Oregon educational and policy leaders (final document on COSA website)

Assistant Director, Secondary Inclusive Education Kent School District: 26,000 students

1/11 - 6/12

- oversight of special education at the middle and high school levels (6 middle schools, 4 high schools, 2 secondary alternative schools)
- District Support Team member intensive support directly to all underperforming secondary schools to improve core reading and math instruction
- principal of district's program for 18 22 year old SPED students called The Outreach Program (TOP) serving 65 Developmentally Disabled students as they transition from school to adult living and work
- collaborate with secondary building administrators and staff on: creating parent-friendly and compliant individual education plans (IEPs), developing clear and well aligned IEP goals,
 Section 504 compliance, special education and discipline and all secondary state assessments.
- serve on the district-wide Instructional Leadership Support Team utilizing district and building data to drive district's school improvement initiatives
- member of the High School Instructional Council charged with oversight of curriculum and instruction at the high school level
- extensive training in SIOP instructional strategies and PLC implementation

Assistant Director

Child, Youth and School Services 2/10 – 1/11 United States Army Garrison, Stuttgart, Germany

- oversight of Panzer Kaserne Youth Center, a chartered Boys and Girls Club of America
- directed programs for culturally, ethnically, and socioeconomically diverse youth
- doubled youth center attendance in less than a year
- prepared and executed youth center budget, including all personnel expenses
- oversight of CYMS computer database which tracked all youth, family, and center operational data
- hired and evaluated building staff
- oversight of facility and grounds, both maintenance and operations
- designed and implemented continuous improvement process for instructional programming
- trained extensively in emergency response and certified by FEMA and the United States
 Army as first line incident response leader
- lead center through program inspection processes for the United States Army and Boys and Girls Clubs of America

Associate Principal

Oak Harbor High School

7/04 - 8/08

Oak Harbor School District: 6000 students

- High Schools That Work school improvement administrative team leader
- oversight of special education including self-contained life skills and EBD programs
- built high school master schedule for 86 teachers and 1,700 students in grades 9-12
- administered Advanced Placement programs
- led Northwest Accreditation process
- Section 504 Compliance Officer
- implemented new student data management system implementation
- staff trainer for Associated Student Body (ASB) law, data management, computerized grading, writing across the curriculum and 6-trait writing assessment
- oversight of ASB activities and budget
- implemented student on-line pre-registration and registration processes
- district bargainer for classified union negotiations
- district math improvement team member
- district boundary committee member realigned boundaries for K-8 schools
- OSPI Regional Expert and trainer for Washington State graduation exam
- developed and implemented school-wide reading and writing initiatives resulting in scores increasing to 81% proficiency in reading and to 85% proficiency in writing

- district levy planning committee member
- high school modernization committee member
- Newcomer's Team member part of a three member team that developed family friendly materials, procedures, and website interfaces for families new to Oak Harbor
- part of the high school administrative team that developed and implemented 9th grade teaming model called "Islands"
- budget reconciliation team member developed recommendations for a multi-tiered approach to deep district budget cuts over a period of three years
- won the Excellence In Education Award for a successful \$10,000 grant application to expand Advanced Placement offerings

Assistant Principal North Whidbey Middle School 7/03 - 7/04 Oak Harbor School District: 6000 students

- lead school improvement process using state's school improvement (SIPTAP) process
- oversight of staff team meetings daily meetings held by grade level instructional teams to work on cross-curricular projects and discuss specific student issues and concerns
- evaluated certified and classified staff
- managed athletic and Associated Student Body budgets
- served as building athletic director
- established partnership with school PTA, counselors and psychologist to offer evening workshops for parents on the topics of middle school students' physical development and psychology and strategies for parents to help their students through these issues
- developed and implemented written guide to explain building discipline processes and consequences in lay terms to create transparency for families

Co-Principal Blue Heron Middle School 7/02-6/03 Port Townsend School District: 1500 students

- created and implemented Saturday School program for students with failing grades which dramatically reduced student failure rates
- evaluated certified and classified staff
- administered reading tutor volunteer program
- oversight of special education including program for severely behaviorally disturbed students
- oversight of grade level teaming model

Teacher Oak Harbor High School 8/97 – 6/02

- taught 9th grade English, 9th Grade English/Technology Block,
 Advanced 9th grade English, 11th grade Intermediate Writing, and Leadership Development
- created new curriculum for Advanced 9th Grade English
- Oak Harbor Education Association Treasurer

Associated Student Body Activities Adviser Oak Harbor High School 8/97 – 6/02

- won Excellence in Education Award for work with high school ASB
- awarded Washington State Student Council of Excellence award five years in a row
- trained extensively in ASB law
- produced school events, assemblies, talent shows and dances
- developed accounting system and maintained detailed records of ASB budget

Counselor Oak Harbor High School 2/97 – 8/97

- counseled students in grades 9 12 for both academic and personal growth
- trained in conflict mediation, suicide prevention, effects of poverty on families
- oversight of content and publishing of school course catalog and graduation guides
- member of school's budget committee

Director

Univ. of Washington Experimental College 6/91 – 6/94

- lead the Experimental College, a non-profit division of the University of Washington offering not-for-credit community based classes for exploration, enrichment, and enjoyment
- lead a staff of 25 in all operations of the college including course offerings and curriculum, human resource management, accounting, data management, publishing, and marketing
- managed a budget in excess of \$500,000
- hired and evaluated staff and course instructors
- produced and distributed a quarterly catalog of approximately 250 classes
- re-designed the course catalog to allow for bulk rate mailing at a 30% savings
- wrote the specifications for, ran the bid process for, and selected and implemented a new computer system for student registration and course tracking for the college which had previously managed all of these functions manually

COMMUNITY LEADERSHIP

- Nampa Chamber of Commerce: Leadership Nampa Graduate
- Central Oregon Community College: Presidential Search Committee Member
- Redmond Economic Development Incorporated (REDI) Director
- Redmond Chamber of Commerce: Leadership Redmond Graduate
- City of Redmond: Parks Commissioner
- City of Redmond: Budget Committee Member
- Boys and Girls Clubs of Central Oregon: Board Member
- Redmond School District Achievement Compact: Committee Member
- Redmond Rotary: Member
- YWCA of Seattle: Past Board Member
- League of Women Voters Whidbey Island: Past Board Member
- Soroptimist International of Oak Harbor: Past Scholarship Chairperson
- YMCA of Seattle Metro Center: Past Volunteer GED Instructor

PRESENTATIONS & PUBLICATIONS

- Presenter and Panel Member: Redmond Economic Development, Inc. (REDI): Manufacturing
 Redmond's Global Presence
- COSA Workgroup Publication: Re-Imagining Grades 9 14

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May 16, 2016

To Whom It May Concern:

I am writing to express my interest in serving on the board of the Professional Standards Commission. I have 38 years of experience in education, which includes 17 years of classroom teaching and 21 years of administrative experience. I was the Director of Human Resources at Bonneville School District 93 from 2004 to 2011, so I am very aware of the roles and responsibilities of the Professional Standards Commission. I currently serve as the Deputy Superintendent.

My experience will be an asset to the Professional Standards Commission. I am a strong advocate for Idaho students, committed to providing the best education to all students. I believe it is crucial for Idaho schools to have competent and qualified teachers. I am excited to collaborate with others to work towards that common goal.

Attached is a copy of my resume. I received a Bachelor's Degree in Elementary Education from Boise State University, as well as a Master's Degree and Ed.S degree in Educational Administration from Idaho State University. I look forward to hearing from you.

Sincerely,

Marjean McConnell
Deputy Superintendent

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Marjean McConnell

Deputy Superintendent Bonneville School District 93 3497 North Ammon Road Idaho Falls, Idaho 83401 Office 208-557-6850 Fax 208-529-0104 email mcconnem@d93.k12.id.us

Education:

- Educational Specialist, Idaho State University, Pocatello, Idaho
- M. Ed. Educational Administration, Idaho State University, Pocatello, Idaho
- B. A., Elementary Education, Boise State University, Boise, Idaho

Experience:

- Deputy Superintendent, Bonneville School District 93, Idaho Falls, Idaho [1 year] 11,000 students, 535 certified staff, 652 classified staff, and 92 million in budgetary responsibility
- Assistant Superintendent, Bonneville School District 93, Idaho falls, Idaho [4 years] 9,000 students,
 502 certified staff, 487 classified staff, and 86 Million in budgetary responsibility
- Human Resources Director, Bonneville School District 93, Idaho Falls, Idaho
 [4 years], 8000 students, 462 certified staff, 435 classified staff, and \$350,000.00 budgetary
 responsibility
- Principal, Clair E. Gale Junior High School, Idaho Falls School District #91, Idaho Falls, Idaho [5 years], 850 students, 50 certified staff, 35 classified staff, \$125,000.00 budgetary responsibility
- Principal, Longfellow Elementary School, Idaho Falls School District #91, Idaho Falls, Idaho [5 years],
 500 students, 32 certified staff, 17 classified staff, \$18,000.00 budgetary responsibility
- Head Teacher, Osgood Elementary School, Idaho Falls School District #91, Idaho Falls, Idaho [3 years], 200 students, 10 certified staff, 8 classified staff, \$9,000.00 budgetary responsibility
- Classroom Teacher, Idaho Falls School District #91, Idaho Falls, Idaho, Grades K, 3 and 5, [6 years]
- Classroom Teacher, Bonneville School District Number 93, Idaho Falls, Idaho, Grades 3, 5, and 6, [7 years]

Professional Associations and Activities

- Idaho Leads Studio Group
- Idaho Association of School Administrators
- Bonneville School District Number 93 Negotiating Team
- Idaho Falls School District #91 Negotiating Team
- Albertson's Schools of Excellence Leadership Team
- Selection Committee for the Dean of Education, Idaho State University
- Association of Supervision and Curriculum Development
- Idaho Association of Supervision and Curriculum Development; Secretary
- National Science Foundation Grant Reading Team
- Idaho Association of Supervision and Curriculum Development; Board of Directors
- Idaho Reading Association
- Idaho Reading Association; Reading Conference Chair
- State of Idaho Textbook and Improvement of Instruction Committee
- Eastern Idaho Reading Council; Vice President/Chair Regional Conference
- District Compliance Officer

University Classes Taught:

Developing Capable People
Crucial Conversations Crucial Confrontations
Differentiation of Instruction

Brigham Young University-Idaho
Northwest Nazarene College
Northwest Nazarene College

Assessment Literacy

Brigham Young University-Idaho

Professional Presentations:

Idaho School Board Association Annual Conference

- Idaho Association of School Administrators
- Kiwanis Club
- Chamber of Commerce
- Chamber of Commerce Education Committee

Understanding Assessment Working With Adolescents Emergent Readers Gifted Students Student Government

Committee Work:

- Superintendent's Cabinet
- District Professional Leadership Team
- District Improvement Team
- Administrative Professional Development
- District Staff Professional Development
- Alternative Compensation Review Committee
- Consolidated Plan Title II
- Teacher Evaluation Instrument, Chair
- Extracurricular Pay Committee, Chair
- Policy Review and Revision
- Professional Council
- Risk Management
- Sick Leave Bank
- Strategic Planning
- District Chair Report Cards Committee

Community Affiliations:

- Kiwanis
- Selective Service Board Member
- Bonneville County Small Claims Court Negotiator
- Advantage Management Cooperation; Board of Directors
- Saint Mark's Soup Kitchen
- Community Thanksgiving Dinner
- Idaho Falls Quilt Guild

References

- Charles Shackett, Superintendent of Schools, 3497 North Ammon Road, Idaho Falls, Idaho 83401, 208-525-4400, cshackett@d93.k12.id.us
- Bruce Roberts, Former Deputy Superintendent of Schools, 4180 Wanda Street Ammon Idaho, 83401
- Michaelena Hix, Director of Curriculum and Instruction, 3497 North Ammon Road Idaho Falls, Idaho 83401 208-557-6820
- Craig Lords, School Board Chairman, 2440 Bodily Circle, Idaho Falls, Idaho 83401, 208-612-8249
- Doug Nelson, School District Attorney, 490 Memorial Drive, Idaho Falls, Idaho, 83401, 208-522-3001
- Dr. John Murdoch, Superintendent of Schools West Jefferson, 289 Marjacq Drive, Idaho Falls, Idaho
- Sharron Parry, City Council Member, 2705 Homestead Lane, Idaho Falls, Idaho, 208-523-6339

SUBJECT

Adoption of Computer Applications curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee.

REFERENCE

August 2014 Board approved the Computer Applications Curricular

Review.

August 2015 Board approved the Computer Applications Curricular

Review.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-118, 33-118A, Idaho Code

IDAPA 08.02.03.128 – Rules Governing Thoroughness

BACKGROUND/DISCUSSION

The Administrative Rules of the State Board of Education, IDAPA 08.02.03.128, describes the adoption process for curricular materials as an adoption cycle of six (6) years. Curricular materials are defined as "textbook and instructional media including software, audio/visual media and internet resources" (Section 33-118A, Idaho Code). Idaho is a multiple adoption state which means Idaho recommends multiple titles from multiple publishers in a specific content area. The Curricular Materials Selection Committee (CMSC) is charged with the responsibility to screen, evaluate, and recommend curricular materials for adoption by the State Board of Education.

For 2016, the annual adoption clause allows for submissions in the subject area of K-12 Computer Applications. This year the curricular materials review was held on June 17, 2016. Ten (10) content area specialists assisted the six (6) selection committee members in the evaluation of the curricular materials.

IMPACT

The adoption process in Idaho provides for the continuous review and evaluation of new curricular materials. This process ensures that Idaho schools have quality products available to purchase at a guaranteed low price, and equal availability to all Idaho school districts. This process maintains local control in the choice of instructional materials by providing multiple lists of approved materials. The adoption process also provides, through a contract with each publisher, a contract price that is good for the length of the adoption cycle. This ensures quality for each school district and allows for the best materials at the lowest possible price for Idaho's schools.

ATTACHMENTS

Attachment 1 – 2016 Curricular Materials Recommendations Document Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

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I mo	ve to ap	prove the add	option of th	ie Computer Ap	plicati	ons	curricular	materials
and	related	instructional	materials	recommended	by th	ne (Curricular	Materials
Sele	ction Co	mmittee as su	ubmitted in	Attachment 1.				

Moved by	Seconded by	Carried Yes	s No

2016 Curricular Materials Recommendations

Curricular Materials Adoption Process



Idaho State Department of Education

Sherri Ybarra

State Superintendent of Public Instruction

Introduction

The State Curricular Materials Selection Committee is pleased to submit the following materials for your consideration for adoption in the state of Idaho. The 2016 Session called for reviewing curricular materials in the interim subject area of Computer Applications.

Several of these materials have accompanying electronic instructional media. Others are deliverable via CD-ROM or the Online on the Internet.

The Curricular Materials Selection Committee considers their work an important contribution to the educational process in Idaho. This Committee reflects the diversity of Idaho's population both geographically and philosophically. Occasionally the approval of a certain material is not a unanimous decision by the Committee.

IDAHO

STATE DEPARTMENT OF EDUCATION CURRICULAR MATERIALS ADOPTION PROCEDURES

The Curricular Materials adoption process has its basis in Idaho Code (33-118, 333-118A). It is further defined in the Administrative Rules of the State Board of Education (SBOE), IDAPA 08.02.03, subsection 128.

The Adoption Process in Idaho provides for the continuous review and evaluation of new curricular materials. This process ensures that Idaho schools have quality products available to purchase at a guaranteed low price, and equal availability to all Idaho school districts. This process maintains local control in the choice of instruction materials by providing multiple lists of approved materials. The adoption process also provides, through a contract with each publisher, a contract price that is good for the length of the adoption cycle. This ensures quality for each school district and allows for the best materials at the lowest possible price for Idaho's schools. It is recommended that districts choose materials from the list of vetted and approved materials. School districts are not required to choose materials from this list.

Idaho adopts materials in the areas of English Language Arts, Dictionary, Thesaurus, and Speech; Limited English Proficiency/English Language Development; Mathematics; Professional Technical Education: Agriculture and Natural Resources, Business and Marketing Education, Engineering and Technology, Family and Consumer Sciences, Health Professions, Individualized Occupational Training, and Skilled and Technical Sciences; Humanities: Interdisciplinary, World Languages, Art, Drama/Theatre, Dance, Music; Drivers Education; Healthy Life Styles: Health/Wellness, and Physical Education; Social Studies: History, Geography, and Government; Economics; Science; and Computer Applications (adopted annually).

Materials are adopted in Idaho on a six-year rotating schedule. Publishers have an additional one year following the main adoption year to submit new copyrights for a particular content area, allowing each of the content area submissions a total of two years. The intent of the adoption process is to generally approve all materials meeting the established criteria and to reject those items that are considered unsuitable for use in their designated subject area.

There are advantages to adopting curricular materials at the state level:

- Contract prices are adhered to for six years (five years for interim adopted materials), which saves money for the schools.
- Publishers are required to lower the price to Idaho if they lower it to any other state after the Idaho contract has been signed.

- Most textbook publishers maintain inventory at the state depository, Caxton Printers, Ltd. which reduces delivery time and shipping costs.
- Contracts help ensure adopted materials will be available for the life of the contract (6 years).
- Materials are screened for quality, organization, vocabulary and graphic presentation. Textbooks publishers must submit <u>Manufacturing Standards and</u> <u>Specifications for Textbooks</u> (MSST) standards compliance form for each title.
- Materials are screened for fair representation on such issues as environment and industry.
- Instructional materials are screened and thoroughly reviewed by subject area experts to ensure that essential elements are covered.
- Any materials reflecting adversely upon individuals or groups due to race, ethnicity, class, gender, or religion are not approved.
- Small school districts are guaranteed to get the same textbooks and complementary materials as larger school systems.

Curricular materials in Idaho are defined as textbooks and instructional media including software, audio/visual material and internet based instructional material (Idaho Code 33-118A). Idaho is a multiple adoption state and adopts a number of materials in a designated subject area from a variety of publishing companies. This is consistent with the belief that a variety of materials has value and usefulness to the schools.

The Curricular Materials Selection Committee, which is appointed by the State Board of Education (SBOE), has the responsibility of overseeing the adoption process for the state. The Executive Secretary of this Committee is an employee of the State Department of Education (SDE).

The membership on the Selection Committee is comprised of at least 10 members who may include:

- secondary administrator(s)
- elementary administrator(s)
- secondary teacher(s)
- elementary teacher(s)
- parent representative(s)
- district school board member(s)
- representative from private/parochial schools
- representative who is not a public school educator nor trustee
- representative(s) from the state's colleges of education
- representative from the Division of Professional-Technical Education
- content area coordinator(s) from the State Department of Education
- the Executive Secretary from the State Department of Education

All members are appointed by the SBOE for a five-year term with the exception of the SDE content coordinators and the representative from Professional-Technical

Education who serve for one year. Current Committee members are listed in a separate document.

The Committee, assisted by specialists from throughout the state, meet for one week in June to review and correlate all materials to the Common Core State Standards and/or the Idaho Content Standards and specific course requirements. The Committee votes on the materials and those recommended are forwarded to the SBOE for official adoption for Idaho Schools. All meetings of the Committee are open to the public.

Following formal adoption, contracts are mailed to the publishing companies. After the return of signed contracts, the listing of newly adopted materials will be published in the State Department of Education website Adoption Guide found at: http://www.sde.idaho.gov/academic/curricular/materials.html.

A state curriculum library is maintained at Caxton as required by Idaho Code 118A. Adopted materials are housed in this library and available to the public. In addition, seven (7) Regional Centers maintain libraries of adopted materials that are available to the public as well as college students and local schools. The Regional Centers are located as follows:

N.L. Terteling Library College of Idaho Caldwell, Idaho

Albertson Library Boise State University Boise, Idaho

David O. McKay Library Brigham Young University-Idaho Rexburg, Idaho

University of Idaho Library University of Idaho Moscow, Idaho Instructional Materials Center Idaho State University Pocatello, Idaho

Curriculum Library Lewis Clark State College Lewiston, Idaho

John Riley Library Northwest Nazarene University Nampa, Idaho

Complete addresses for the Regional Centers can be found at the Schools/Regional Centers link: http://www.sde.idaho.gov/academic/curricular/contact/Curricular-Materials-Regional-Centers.pdf.

The citizens of Idaho may request that the Committee reconsider any material under adoption. The *Textbook Adoption Process: Request for Reconsideration of Materials* form can be found at Schools/Request for Reconsideration of Materials Form: http://www.sde.idaho.gov/academic/curricular/materials/files/adoption-process/Adoption-Process-Reconsideration-of-Materials-Form.pdf.

The Committee considers all requests and maintains the rights to either recommend continued adoption or remove any materials from the adopted list.

IDAHO

Curricular Materials Selection Committee Appointed by the State Board of Education 2016

COMMITTEE MEMBER	CONTACT INFORMATION
Executive Secretary, Idaho State Department of Education Elizabeth Flasnick Coordinator, Curricular Materials and Online Course Review Idaho State Department of Education PO Box 83720 Boise, ID 83720-0027	Phone: 208-332-6967 E-mail: eflasnick@sde.idaho.gov
Curriculum Consultant, Idaho State Department of Education (Exofficio) Diann Roberts Coordinator, English Language Arts/Literacy Idaho State Department of Education PO Box 83720 Boise, ID 83720-0027	Phone: 208-332-6948 E-mail: droberts@sde.idaho.gov
Curriculum Consultant, Division of Professional Technical Education Kristi Enger State Division of Professional Technical Education PO Box 83720 Boise, ID 83720-0095	Phone: 208-334-3216 E-mail: kenger@pte.idaho.gov 5-Year Term Expires: May 31, 2019
Curriculum Consultant, Idaho State Department of Education (Exofficio) Nichole Hall Coordinator, Mathematics Idaho State Department of Education	Phone: 208-332-6932 E-mail: nhall@sde.idaho.gov
PO Box 83720 Boise, ID 83720-0027 Curriculum Consultant, Idaho State Department of Education (Ex-	
officio) Rick Kennedy Coordinator, Instructional Technology PO Box 83720 Boise, ID 83720-0027	Phone: 208-332-6852 E-mail: rkennedy@sde.idaho.gov
Curriculum Consultant, Idaho State Department of Education (Exofficio) Audra Urie Coordinator, Driver Education PO Box 83720	Phone: 208-332-6984 E-mail: aurie@sde.idaho.gov
Boise, ID 83720-0027	

Representative of the State's Institutions of Higher Education	
Sarah Anderson	Phone:
Boise State University	E-mail:
	5-Year Term Expires: October 31, 2020
Representative of the State's Institutions of Higher Education	
Lori Conlon Khan	Phone:
Boise State University	E-mail: lori.conlonkhan@boiseschools.org
,	5-Year Term Expires: October 31, 2020
Idaho Public School Administrator	
Dana Bradley	
Cassia County School District	Phone: 208-878-6627
237 E. 19 th St.	E-mail: bradana@sd151.k12.id.us
Burley, ID 83318	5-Year Term Expires: June 30, 2016
Idaho Public School Elementary Classroom Teacher	
Heidi Fry	
Siena K8 Magnet School	Phone: 208-350-4370
2870 E. Rome Dr.	E-mail: fry.heide@meridianschools.org
Meridian, ID 83642	5-Year Term Expires: May 31, 2019
Idaho Public School Elementary Classroom Teacher	
Donna Wommack	
Genesee Joint School District #282	Phone: 208-285-1161
330 W. Ash Ave.	E-mail: dwommack@sd282.org
Genesee, ID 83832	5-Year Term Expires: May 31, 2019
Idaho Public School Elementary Classroom Teacher	
Stacey Jensen	Phone: 208-233-1844
Edahow Elementary School	E-mail: jensenst@d25.k12.id.us
2020 Pocatello Creek Road	5-Year Term Expires: June 30, 2021
Pocatello, ID 83201	<u>'</u>
Idaho Public School Elementary Classroom Teacher	
Catherine Griffin	Phone: 208-453-8070
Heritage Community Charter	E-mail: cgriffin@heritagecommunitycharter.com
Special Education Director	5-Year Term Expires: October 31, 2020
1803 E Ustick Rd.	<u>'</u>
Caldwell, ID 83605	+
Idaho Public School Elementary Classroom Teacher Tauna Johnson	
	Phone: 208-285-1162
Genesee Elementary School 330 W Ash Ave.	E-mail: tjohnson@sd282.org
Genesee, ID 83832	5-Year Term Expires: October 31, 2020
Idaho Public School Elementary Classroom Teacher	+
-	
Zoe Jorgensen Idaho Falls School District	Phone: 208-525-7602
	E-mail: jorgzoe@d91.k12.id.us
Bush Elementary Magnet School	5-Year Term Expires: October 31, 2020
Idaho Public School Elementary Classroom Teacher	
Sharon Tennent	
Boise Independent School District	Phone:
Math Coach	E-mail: sharon.tennent@boiseschools.org
	5-Year Term Expires: October 31, 2020
Idaho Public School Secondary Classroom Teacher	
Lisa Olsen	
	Phone: 208-525-4403

Dealer Manustale Middle Oakead	E-mail: olsenl@d93.k12.id.us
Rocky Mountain Middle School	5-Year Term Expires: May 31, 2019
3443 N. Ammon Rd.	3-real reini Expires. May 31, 2019
Idaho Falls, ID 83401	
Idaho Public School Secondary Classroom Teacher	
Rebecca Parrill	
Lewiston Independent School District No. 1	Phone: 208-748-3000
3317 12 th Street	E-mail: rparrill@lewistonschools.net
Lewiston, ID 83501	5-Year Term Expires: May 31, 2019
Idaho Public School Secondary Classroom Teacher	
Kristie Scott	
West Jefferson High School	Phone: 208-663-4391
1260 E. 1500 N	E-mail: scottk@wjsd.org
Terreton, ID 83450	5-Year Term Expires: May 31, 2019
Idaho Public School Secondary Classroom Teacher	
Chris Wadley	Phone: 208-877-1151
Whitepine Joint School District	E-mail: cwadley@sd288.k12.id.us
Deary Jr/Sr High School	5-Year Term Expires: May 31, 2019
502 First Ave. , PO Box 9	
Deary, ID 83823	
Idaho Public School Secondary Classroom Teacher	
Melyssa Ferro	Phone: 208-455-3305
Caldwell School District	E-mail: Mferro@caldwellschools.org
Syringa Middle School	5-Year Term Expires: October 31, 2020
1100 Willow St.	
Caldwell, ID 83605	
Representative	
Darlene Matson Dyer	Phone: 208-788-4318
PO Box 1981	E-mail: ddyer331@gmail.com
Hailey, ID 83333	5-Year Term Expires: June 30, 2021
Representative	
Laree Jansen	Phone: 208-733-1168
3669 North 3200 East	E-mail: lareej@cableone.net
Kimberly, ID 83341-5344	5-Year Term Expires: June 30, 2021

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2016 Curricular Materials and Online Resources Recommendations

Curricular Materials Recommendations - Annual Adoption

It was moved by <u>Darlene Dyer</u>, seconded by <u>Lisa Olsen</u>, and carried that the curricular materials listed and marked as approved in the Subject Area Review Books for the *Annual Adoption* of Computer Applications materials and their accompanying ancillary materials, notes, and where indicated, instructional software, be recommended by the Idaho State Curricular Materials Selection Committee to the Idaho State Board of Education for adoption and use in the public schools of Idaho in accordance with the policies and regulations of the Idaho State Board of Education.

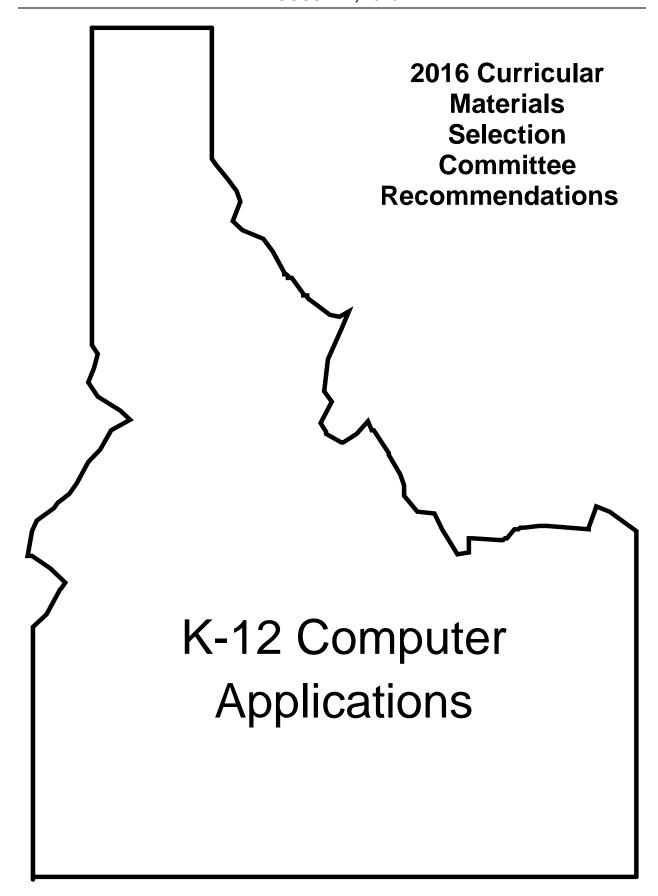
Adjournment

Motion for adjournment was made by <u>Laree Jansen</u>, seconded by a <u>Unanimous Vote</u>, and carried to adjourn the meeting on June 17, 2016.

Respectfully submitted,

Elizabeth Flasnick Executive Secretary

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Classifications of Curricular Materials:

Core Program- a complete stand-alone program which meets the focus, coherence and rigor of the Idaho Information and Communication Technology Content Standards, with minimal or no need for supplemental materials. Substantial evidence clearly supports the designation of this program as Core.

Other Program- a program that substantially, but partially, meets the focus, coherence and rigor of the Idaho Information and Communication Technology Content Standards, with some need for supplemental materials. Substantial evidence clearly supports the designation of this program as Other.

Component Program- a program designed and intended to be used with another program. This program supports and/or enhances the focus, coherence and rigor of Core and Other Programs. Substantial evidence clearly supports the designation of this program as Component.

Intervention Program- a program designed and intended to target and support students' specific needs. Substantial evidence clearly supports the designation of this program as Intervention.

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	Recommendation
Cengage Learning, Inc.	Microsoft® Office 365 & Office 2016 : Introductory	Vermaat	2017	9-12	9781305870031	Other
Inc.	CONTENT EMPHASIZE thinking appear throughor questions, and problems in critical thinking and problems in their solutions for ever solution will be unique. New Features for this edtion: NEW WORD MODULE I edition provides new han features new to Word 20 NEW POWERPOINT® NATEST VERSION. You topics that are most relevance inserting and formatting in NEW EXCEL MODULE I project teaches students functions that are new to NEW PRODUCTIVITY A INTRODUCTION. These students through using Nactivities ensure active leapers.	cook, step-by-step inso images that support to be seen by those inapter, and creativity ers, experts, or others tutilized in support of k. ction ends would allow to graphics that are HASIS ON THE REA Illowing instructions to so they learn the "why in MODULE DETAIL in the text within "Cosolving activities. Nuroblem-solving skills and NALIZATION. This experiments of the text within "Cosolving activities." NTRODUCES THE index-on module project and MODULE HIGHLIGH in their lives. The shapes. EMPHASIZES PRATHOW to create a persecution of the project in the	struction support call outs, showith possible vin students. In students quatilized within the procession of the process	e digital management of the common of the co	rporated application een images that support ations. End of chapter edia or environment. It cts present. Could not s to subject areas. ok. H PROCESS. Students They explore context for e process. admaps within each leting the module project. es to refine critical ought-provoking ctivities engage students eir own solutions. Incorporate personal detail hat each student's OF WORD 2016. This tions to the important ints task pane. EANT FEATURES IN THE ses that emphasize the nation of usage of FEATURES. An updated resses chart types and PROVIDE A VISUAL Hoisington visually guide dige. Fun, hands-on	
	instructions to help stude Microsoft® Office 365 & Office	ents learn to master e	васт арр.			
	2016 : Introductory, MindTap 1 year instant access code	Vermaat	2017	9-12	9781337100663	
	Microsoft® Office 365 & Office	Tomad	2011	0.12	3.3.337100000	1
	2016 : Introductory, Instructor's	\(\frac{1}{2} = \frac{1}{2} =	0017	0.40	0704005070440	
	Website Microsoft® Office 365 & Office	Vermaat	2017	9-12	9781305870413	-
	Microsoft® Office 365 & Office 2016 : Introductory, Cengage Learning Testing, powered by	Vermont	2047	0.40	0704205004540	
Publisher	Cognero Instant Access Title of Material	Vermaat Author	2017	9-12 Grade	9781305881518 ISBN	Recommendation
rublisher	Title of Waterial	Author	Copyright	Grade Level	IODIN	Recommendation
Cengage Learning, Inc.	Illustrated Microsoft® Office 365 & Office 2016 : Introductory	Beskeen/Cram/ Duffy/Friedrich sen/Reding	2017	9-12	9781305876033	Component

Publisher	Title of Material New Perspectives Computer	Author Carey/DesJardi	Copyright	Grade Level	ISBN	Recommendation
Dublisher	& Office 2016 : Introductory, Cengage Learning Testing, powered by Cognero Instant Access	Beskeen/Cram/ Duffy/Friedrichse n/Reding	2017	9-12	9781305881549	Bosommondesien
	Illustrated Microsoft® Office 365 & Office 2016 : Introductory, Instructor's Web Site Illustrated Microsoft® Office 365	Beskeen/Cram/ Duffy/Friedrichse n/Reding	2017	9-12	9781305876095	
	NEW Peatures for this edition: NEW PRODUCTIVITY A INTRODUCTION. These Hoisington visually guide Edge. Companion Sway to master each app. Illustrated Microsoft® Office 365 & Office 2016: Introductory, MindTap 1 year instant access code	e helpful, easy-to-use e students through us	e apps by well- sing Microsoft®	-known tec ® OneNote	hnology author Corinne , Sway, Office Mix and	
	STRENGTHS: There are great illustrations and for very clear way. WEAKNESSES: There are 2 main assessments and the second are the OTHER: Online resources are at the Second are the OTHER: Online resources are at the Second Seco					

Key Features: PROVIDES COMPLETE INTRODUCTION TO TODAY'S SPECTRUM OF OPERATING SYSTEMS. This edition offers thorough coverage and examples of the latest MS Windows, Mac OS X, iOS, Android and Chrome OS throughout the book. Your students leave your course with a basic understanding of how to maximize the critical applications in today's leading operating systems. QUICKCHECK EXERCISES HELP STUDENTS GAUGE COMPREHENSION. Located in each section, these QuickCheck Exercises ensure your students fully understand the concepts they have just read before they progress further. END-OF-UNIT READINGS HIGHLIGHT SOCIAL AND ETHICAL ISSUES. These readings provide material for thought-provoking classroom discussions. Accompanying Try It! and What Do You Think? exercises encourage students to think critically about the topics. END-OF-UNIT ACTIVITIES REINFORCE CONCEPTS WITH MEANINGFUL PRACTICE. Interactive Summary Questions, Interactive Situation Questions, and Lab Projects enable students to practice the specific skills covered in each chapter with practical, hands-on STUDENTS PRACTICE INFORMATION LITERACY SKILLS USING ONLINE TOOLS. A section in each unit guides students in refining their skills in searching, selecting, organizing, evaluating, and citing source material. When you add Search Expert to your course, you further help your students acquire skills and tools they can apply to research across any curriculum. New features for this edition: TRY IT! PROGRAMMING WITH PYTHON™ OFFERS HANDS-ON EXPERIENCE TO USERS. This new unit provides a step-by-step, hands-on, introduction to programming. By following step-by-step instructions, student learn to program successfully and immediately-- even if they have no prior experience. UPDATED SCREENS THROUGHOUT REFLECT THE LATEST OPERATING SYSTEMS AND APPLICATIONS. New visuals incorporate the latest features of Microsoft® Windows 10 and Office 2016 to ensure that your students are prepared to work with the most current versions of these important tools. New Perspectives Computer Concepts 2016 Enhanced, Carey/DesJardin Introductory, MindTap 1 year s/Shaffer/Shellm instant access code an/Vodnik 2017 9-12 9781305946408 **New Perspectives Computer** Carey/DesJardin Concepts 2016 Enhanced, s/Shaffer/Shellm 9781305656338 Introductory, Instructor's Website an/Vodnik 2017 9-12 **New Perspectives Computer** Concepts 2016 Enhanced, Carey/DesJardin Introductory, Cengage Learning Testing, powered by Cognero s/Shaffer/Shellm Instant Access an/Vodnik 2017 9-12 9781305656376 Publisher Title of Material Author Grade **ISBN** Copyright Recommendation Level **Shelly Cashman Discovering** Cengage Learning, Other Computers & Microsoft® Office Vermaat/Campb Inc. 365 & Office 2016: A ell/Freund/Fryd **Fundamental Combined** enberg/Last/Pra **Approach** tt/Sebok 2017 9-12 9781305871809 Notes: STRENGTHS: Discovering Computers is a well laid out approach to fundamental computers. We especially liked the introduction chapters discussing basic computer information and evolution. We like the assessments in "Test the Student's Knowledge." Critical thinking is encouraged. We also like the collaboration options at

overwhelming amount of text on some pages. Although the graphics are relevant it does not show step by step with pictures that could help ESL students who struggle with reading English. The design is a

We thought the design was good but could be made easier for the ESL student. There is an

This textbook meets all standards and criteria for Idaho. We recommend it for district purchase.

the end of most modules. **WEAKNESSES:**

little cluttered.

OTHER:

Key Features:

- STEP-BY-STEP PRESENTATIONS AND CLEAR SCREEN IMAGES GUIDE STUDENTS. This
 book's proven step-by-step pedagogy and enhanced callouts within screenshots provide
 students with guidance each step of the way, helping them master even the most challenging
 Office 2016 skills. The book's unique project-based approach engages students in learning
 skills within a real-world context.
- COMBINES COMPLETE COMPUTER CONCEPTS WITH THE LATEST MICROSOFT ®
 OFFICE 2016 SKILLS. The authors skillfully integrate fully updated computer concepts content
 with the latest new Microsoft® Office 2016 skills in a single, convenient text. All of this timely
 information is reinforced with the proven Shelly Cashman hallmark pedagogy.
- EACH MODULE ADDRESSES PRATICAL SKILLS AND TIMELY SECURITY ISSUES
 RELATED TO CONTENT. As students progress through each module's topics, they examine
 the practical technology skills and relevant security issues pertinent to the featured subject
 matter.
- MEANINGFUL QUESTIONS AND ACTIVITIES STRENGTHEN CRITICAL THINKING SKILLS.
 Students have numerous opportunities throughout the text to refine their critical thinking abilities as they answer thought-provoking questions, complete problem-solving activities within the module, and review end of module activities and assignments.

New to this edition:

- COMPUTER CONCEPTS HIGHLIGHT THE MOST RECENT DEVELOPMENTS IN COMPUTER TOOLS AND TECHNOLOGY. The latest computer concepts, drawn from the best-selling DISCOVERING COMPUTERS, emphasize actionable content, a proven learning structure, and variety of practice and opportunities to reinforce key skills.
- NEW WORD MODULE INTRODUCES THE LATEST STRENGTHS OF MICROSOFT® WORD 2016. This edition provides new hands-on module projects and effective introductions to the key features new to Word 2016, including Smart Lookup button and Insights task pane.
- NEW POWERPOINT® MODULE HIGHLIGHTS THE MOST IMPORTANT FEATURES IN THE LATEST VERSION. Your students work with new projects and exercises that emphasize the topics that are most relevant in their lives. This edition further explains how to best use new inserting and formatting shapes features.
- NEW EXCEL MODULE EMPHASIZES PRATICAL USES FOR NEW FEATURES. An updated, useful project teaches students how to create a personal budget. It also addresses chart types and functions that are new to Excel 2016.
- NEW ACCESS MODULE PROVIDES VALUABLE HANDS-ON PRACTICE. Students work with a new database project that models the real world of a human resources outsourcing company. Students learn to use new query, report and form examples from Access 2016.
- NEW PRODUCTIVITY APPS FOR WORK AND SCHOOL MODULE PROVIDES A VISUAL INTRODUCTION. These helpful, easy-to-use apps by well-known technology author Corinne Hoisington visually guide students through using Microsoft® OneNote, Sway, Office Mix and Edge, using fun, hands-on activities for active learning. Companion Sways provide videos and step-by-step instructions to help students learn to master each app.

step by step instructions	to help stadents lear	ii to iiiastoi ca	оп арр.	
Shelly Cashman Discovering				
Computers & Microsoft® Office				
365 & Office 2016 : A	Vermaat/Campb			
Fundamental Combined	ell/Freund/Fryde			
Approach, MindTap 1 year	nberg/Last/Pratt/			
instant access code	Sebok	2017	9-12	9781305875951
Shelly Cashman Discovering				
Computers & Microsoft® Office	Vermaat/Campb			
365 & Office 2016 : A	ell/Freund/Fryde			
Fundamental Combined	nberg/Last/Pratt/			
Approach, Instructor's Web Site	Sebok	2017	9-12	9781305871816
Shelly Cashman Discovering				
Computers & Microsoft® Office				
365 & Office 2016 : A				
Fundamental Combined	Vermaat/Campb			
Approach, Cengage Learning	ell/Freund/Fryde			
Testing Powered by Cognero®	nberg/Last/Pratt/			
Instant Access	Sebok	2017	9-12	9781305871939

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	Recommendation
Cengage Learning, Inc.	Illustrated Computer Concepts and Microsoft® Office 365 & Office 2016	Parsons/Beske en/Cram/Duffy/ Friedrichsen/Re ding	2017	9-12	9781305879041	Component
			2011	0.2		
	Notes: STRENGTHS: We like the design and organization thinking exercises. The spiral binding the text not overwhelming. The org. WEAKNESSES: Unfortunately, this book does not m collaboration and incorporate some OTHER: We like the book as far as it meets the recommend it as core/other becaus component text. The publisher sub-					
	grades 7-8.			it Would al		
	Wey Features: UNIQUE ALL-IN-ONE SCAND IMPORTANT COMPAPPROACH to emphasize be important computer concentration important computer concentration in the policy of t	PUTER CONCEPTS ofth the latest Micros epts. Enhanced tech ts' abilities. GHLIGHT TODAY'S NDS IN TECHNOLO effect today's most produced by Microsoft® Office 2 in EASY-TO-ABSORE STYLES. This province and an entire task ers of all levels engaged by EASY-TO-BE Earners become ade and the endanger of the end	This book use oft® Office 201 nology resource MOST IMPOR OGY AND TOD OT TOTAL	es the provide stills as the second of the s	ren Illustrated Series well as today's most bond with this edition to IMPUTER CONCEPTS TAL WORLD. Your velopments while gaining APPEAL TO A WIDE ach offers a single lesson The intriguing, concise important Microsoft® PRACTICE. Proven, Office 2016 skills while ROVIDE A VISUAL mology author Corinne Sway, Office Mix and to help students learn to E SKILLS. The crosoft® Office 2016 es. ATEST NEW	
	TECHNOLOGIES. This e computers and technolog	y in today's digital w		and esser	illai illioimation about	
	Illustrated Computer Concepts and Microsoft® Office 365 & Office 2016, MindTap 1 year	Parsons/Beskee n/Cram/Duffy/Fri edrichsen/Redin	2047	0.40	0704005070457	
	instant access code	g Parsons/Beskee	2017	9-12	9781305879157	
	Illustrated Computer Concepts and Microsoft® Office 365 & Office 2016, Instructor's Web Site	n/Cram/Duffy/Fri edrichsen/Redin g	2017	9-12	9781305879058	
	Illustrated Computer Concepts and Microsoft® Office 365 & Office 2016, Cengage Learning Testing, powered by Cognero®	Parsons/Beskee n/Cram/Duffy/Fri edrichsen/Redin	2047	0.40	0704205070070	
	Instant Access	g	2017	9-12	9781305879072	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	Recommendation
	Learning Microsoft Office 2013					
Pearson Prentice Hall	Level 1 Deluxe Edition, Student					Other
	Edition with eText (six, 1 year	Mohoffia	2014	0.42	0704260205507	
	access codes)	Mehaffie	2014	9-12	9781269305587	
	Notes:	I	l		<u> </u>	
	STRENGTHS: Well organized with multiple exercise	ses to validate learni	na			
	Meets 13 of 15 standards.	oco to validate learni	rig.			
	Application of knowledge and critical			er.		
	Data is sequential so you build on p Applies additional concepts within e		ectives.			
	WEAKNESSES:					
	Not current offering from Microsoft (
	group projects. Little to no mention Key Features:	or teaching to variou	us learning styl	es/abilities	S.	-
	Learning Microsoft Office, Level 1, I	Print Student Edition	with eText			
	The most-effective program availab			n skills—a	vailable in print or online!	
	Proven pedagogy builds skills throu • Features hands-on exercises that			einforcina	business skills, college	
	and career readiness skills, and cor	nputer literacy conce	epts.	•		
	Helps students master software co world scenarios.	oncepts and skills the	rough a series	of progres	sively challenging, real-	
	world scenarios. Engages students with numerous.	projects and activitie	es.			
	 Covers Microsoft Office Specialist 	(Core) Objectives.				
	Exclusive Teacher Resources incl	udes a Teacher's W	raparound Edit	tion with d	ifferentiated instruction	
	plans. Learning Microsoft Office 2013		T		<u> </u>	-
	Level 1 Deluxe Edition, Student					
	Edition with eCourse (6 year					
	access)	Mehaffie	2014	9-12	9781269393119	
	Learning Microsoft Office 2013					
	Level 1 Deluxe Edition, Student		0044	0.40	0700400440504	
	Edition (hardcover spiral) Learning Microsoft Office 2013	Mehaffie	2014	9-12	9780133149531	-
	Level 1 Deluxe Edition, Teacher's					
	Wraparound Edition with CD-					
	ROM	Mehaffie	2014	9-12	9780133405101	
	Learning Microsoft Office 2013					
	Level 1 Deluxe Edition, Solutions	NA - I: - (C -	0011	0.40	0700400000404	
	Book with CD-ROM	Mehaffie	2014	9-12	9780133390421	-
	Learning Microsoft Office 2013 Level 1 Deluxe Edition, Visual Aid					
	CD-ROM	Mehaffie	2014	9-12	9780133405255	
	Learning Microsoft Office 2013					1
	Level 1 Deluxe Edition, Test Book					
	with TestGen CD-ROM	Mehaffie	2014	9-12	9780133414943	
	Learning Microsoft Office 2013					
	Level 1 Deluxe Edition, eCourse Teacher Access	Mehaffie	2014	9-12	9781269394642	
Publisher	Title of Material	Author	Copyright	Grade	1SBN	Recommendation
	Lograina Migrocoft Office 2042			Level		
Pearson Prentice Hall	Learning Microsoft Office 2013 Level 2, Student Edition with					Core
	eText (six, 1 year access					
	codes)	Mehaffie	2014	9-12	9781269305600	
]
	Notes:			·		
	STRENGTHS:					1

	Wall arganized with multiple array	roiene to validate la	arnina			
	Well organized with multiple exerunce Includes advanced learning.					
	Meets 15 of 15 standards.					
	Application of knowledge and critical			er.		
	Data is sequential so you build on p					
	Applies additional concepts within e WEAKNESSES:					
	Not current offering from Microsoft	rious learning				
	styles/abilities. ESL not evident.	. ,				
	Key Features:	Duint Cturdont Edition				
	Learning Microsoft Office, Level 2, I The most-effective program availab			n skills—a	vailable in print or online!	
	Proven pedagogy builds skills throu			TORINO G	valiable in print of entities.	
	Features hands-on exercises that			einforcing	business skills, college	
	and career readiness skills, and cor			of progress	sively challenging real	
	 Helps students master software co world scenarios. 	oncepts and skills th	rough a series	or progres	ssively challenging, real-	
	Engages students with numerous	projects and activitie	es.			
	 Covers Microsoft Office Specialist 	Expert Objectives.				
	 Exclusive Teacher Resources includes plans. 	udes a Teacher's W	raparound Edit	ion with d	interentiated instruction	
	Learning Microsoft Office 2013		1			1
	Level 2, Student Edition with		1			
	eCourse (6 year access)	Mehaffie	2014	9-12	9781269393126	
	Learning Microsoft Office 2013					1
	Level 2, Student Edition					
	(spiralbound)	Mehaffie	2014	9-12	9780133407815]
	Learning Microsoft Office 2013					
	Level 2, Teacher's Manual with					
	CD-ROM	Mehaffie	2014	9-12	9780133148886	_
	Learning Microsoft Office 2013					
	Level 2, Test Book with TestGen CD-ROM	Mehaffie	2014	9-12	9780133148879	
	Learning Microsoft Office 2013	Wichame	2014	3-12	3700133140073	-
	Level 2, Solutions Book with CD-					
	ROM	Mehaffie	2014	9-12	9780133148909	
	Learning Microsoft Office 2013					
	Level 2, Visual Aid CD-ROM	Mehaffie	2014	9-12	9780133149180	
	Learning Microsoft Office 2013					
	Level 2, eCourse Teacher Access	Mehaffie	2014	9-12	9781269396592	
Publisher	Title of Material	Author	Copyright	Grade	ISBN	Recommendation
	Introduction to Computers and			Level		
Pearson Prentice Hall	Information Technology,	Emergent				Other
	Student Edition (NASTA)	Learning	2016	9-12	9781323144183	
	Notes:					
	STRENGTHS: Hardback construction. Varied text	tuna Paldaalara Pr	acceptation of n	sultiple diff	forant madia Cranhica	
	are bold and associated with text of					
	WEAKNESSES:	•	• • • • • • • • • • • • • • • • • • • •		· ·	
	Textbook language more geared to			igh-schoo	l environment.	
	Assignment text format is cramped Key Features:	and difficult to follow	V.			-
	Introduction to Computers and Info	rmation Technoloav	helps students	built a cor	ncrete understanding of	
	how computers work and how vario	us types of computir	ng devices and	accessori	es are used in school,	
	work, and at home. The text consist				s, Applications,	
	Communications and Networks. Co Features include:	vers an iC3, GS5, at	iu Spark stand	arus.		
	 Keyboarding Essentials, a comple 	te guide to keyboard	ding techniques	including	posture, ergonomics,	
	and fingering.	,	5 1	3		
	Step-by-step procedures for Micro End of chapter evergises and reviews.		roo important t	onice and	allow students to	
	 End-of-chapter exercises and revi demonstrate their knowledge of the 		inde important t	opics and	anow students to	
	Student Web site, including bonus		-curricular grou	ıp projects	s, procedures for older	

	versions of Microsoft Office, puzzle • A Web Page Development and Co							
	graphical user interface (GUI) edito				computer program.			
	Introduction to Computers and							
	Information Technology,							
	Standalone eText (1 year access							
	code)		2016	9-12	9781323188255			
	Introduction to Computers and					1		
	Information Technology,							
	Teacher's Manual		2016	9-12	9781323237076			
	Introduction to Computers and					†		
	Information Technology, Student							
	Workbook		2016	9-12	9781323237120			
Publisher	Title of Material	Author	Copyright	Grade	ISBN	Recommendation		
i dollariei	Title of Material	Addition	Copyrigin	Level	IOBN	Recommendation		
	Learning Microsoft Word 2013,							
Pearson Prentice Hall	Student Edition with eText (six					Core		
	1 year access codes)	Mehaffie	2014	9-12	9781269305563			
	year access codes)	Wicharic	2014	3-12	3701203303303			
	Notes: STRENGTHS: Logically structured. Incorporated a WEAKNESSES: Limited in its information. Presents plagiarism. Documentation appears	information on AUP	(acceptable us					
	limited samples of documents stude	ents are working on			.,			
	Key Features:					7		
	Learning Microsoft Word 2013, Print Student Edition with eText The most-effective program available for teaching computer application skills—available in print or online! Proven pedagogy builds skills through application and repetition. • Features hands-on exercises that teach software applications while reinforcing business skills, college and career readiness skills, and computer literacy concepts. • Helps students master software concepts and skills through a series of progressively challenging, real-world scenarios. • Engages students with numerous projects and activities.							
	Covers Microsoft Office Specialist	(Core and Expert)	Objectives.	ı				
	Learning Microsoft Word 2013,							
	Student Edition with eCourse 6-							
	year access)	Mehaffie	2014	9-12	9781269393133			
	Learning Microsoft Word 2013,							
	Student Edition (spiralbound with							
	CD-ROM)	Mehaffie	2014	9-12	9780133149098			
	Learning Microsoft Word 2013,					1		
	Teacher's Manual with CD-ROM	Mehaffie	2014	9-12	9780133149326			
	Learning Microsoft Word 2013,					1		
	Test Book with CD-ROM	Mehaffie	2014	9-12	9780133149302			
	Learning Microsoft Word 2013,					1		
	Solutions Book with CD-ROM	Mehaffie	2014	9-12	9780133348965			
	Learning Microsoft Word 2013,			 		1		
	eCourse Teacher Access	Mehaffie	2014	9-12	9781269395762			
Publisher	Title of Material	Author	Copyright	Grade	ISBN	Recommendation		
i unitaliti	Title of Material	Addio	Copyrigin	Level	10014	1.000mmlendation		
	Learning Microsoft Excel 2013,			1				
Pearson Prentice Hall	Student Edition with eText (six,					Other		
	1 year access codes)	Mehaffie	2014	9-12	9781269305549			
	Notes: STRENGTHS: Text is structured to lead students to students to creatively demonstrate WEAKNESSES: Proper use of citations was not add text had limited collaboration with o	their understanding ressed in this text. I	of the content i	n via proje	ects.			
	text had limited collaboration with o			S WEIE CIE	Jaiou by Students. IThis			

	Key Features: Learning Microsoft Excel 2013, Prin The most-effective program availab Proven pedagogy builds skills throu • Features hands-on exercises that and career readiness skills, and cor • Helps students master software coworld scenarios. • Engages students with numerous • Covers Microsoft Office Specialist Learning Microsoft Excel 2013, Student Edition with eCourse (6 year access) Learning Microsoft Excel 2013, Student Edition (spiralbound with CD-ROM)	le for teaching comp gh application and r teach software appl mputer literacy conc oncepts and skills th projects and activitie	outer application repetition. ications while repets. rough a series es.	einforcing	business skills, college	
	Learning Microsoft Excel 2013, Teacher's Manual with CD-ROM	Mehaffie	2014	9-12	9780133348989	
	Learning Microsoft Excel 2013, Test Book with CD-ROM	Mehaffie	2014	9-12	9780133149395	
	Learning Microsoft Excel 2013, Solutions Book with CD-ROM	Mehaffie	2014	0-12	9780133149404	
	Learning Microsoft Excel 2013,	wename	2014	9-12	9780133149401	
	eCourse Teacher Access	Mehaffie	2014	9-12	9781269395120	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	Recommendation
Pearson Prentice Hall	Learning Microsoft PowerPoint 2013, Student Edition with eText (six, 1 year access	0784260205422	Core			
	codes)	Mehaffie	2014	9-12	9781269305433	
	Notes: STRENGTHS: Text is structured to lead students the students to creatively demonstrate the WEAKNESSES: No significant weaknesses noticed. Key Features: Learning Microsoft PowerPoint 2013: The most-effective program availab	their understanding 3, Print Student Edit le for teaching comp	of the content in the	n via proje	cts.	
	Proven pedagogy builds skills throu • Features hands-on exercises that and career readiness skills, and cor • Helps students master software co world scenarios. • Engages students with numerous Learning Microsoft PowerPoint					
	2013, Student Edition with					
	eCourse (6 year access)	Mehaffie	2014	9-12	9781269393157	
	Learning Microsoft PowerPoint 2013, Student Edition (spiralbound with CD-ROM)	Mehaffie	2014	9-12	9780133148619	
	Learning Microsoft PowerPoint		2017		2.00.00110010	
	2013, Teacher's Manual with CD-					
	ROM	Mehaffie	2014	9-12	9780133349009	
	Learning Microsoft PowerPoint 2013, Test Book with CD-ROM Learning Microsoft PowerPoint	Mehaffie	2014	9-12	9780133149487	
	2013, Solutions Book with CD-					
	ROM	Mehaffie	2014	9-12	9780133348996	
	Learning Microsoft PowerPoint 2013, eCourse Teacher Access	Mehaffie	2014	9-12	9781269396219	

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	Recommendation
	Learning Microsoft Access					
Pearson Prentice Hall	2013, Student Edition with					Component
	eText (six, 1 year access					
	codes)	Mehaffie	2014	9-12	9781269306652	
	Notes: STRENGTHS: The Learning Microsoft Access 201 Manual, Student Edition, Test Book					
	WEAKNESSES: The Text doesn't meet Standards 9 Key Features:			.ICT.4.1.2		
	Learning Microsoft Access 2013, Program available Proven pedagogy builds skills throuse Features hands-on exercises that	·				
	 and career readiness skills, and cor Helps students master software coworld scenarios. Engages students with numerous 	oncepts and skills the	rough a series	of progres	sively challenging, real-	
	Learning Microsoft Access 2013, Student Edition with eCourse (6	Mehaffie	2014	9-12	9781269393171	
	year access) Learning Microsoft Access 2013,	wename	2014	9-12	310120333111	
	Student Edition (spiralbound with					
	CD-ROM)	Mehaffie	2014	9-12	9781269456029	
	Learning Microsoft Access 2013, Teacher's Manual with CD-ROM	Mehaffie	2014	9-12	9781269456159	
	Learning Microsoft Access 2013, Test Book with CD-ROM	Mehaffie	2014	9-12	0791260456125	
	Learning Microsoft Access 2013,	Wename	2014	9-12	9781269456135	
	Solutions Book with CD-ROM	Mehaffie	2014	9-12	9781269456142	
	Learning Microsoft Access 2013,					
	eCourse Teacher Access	Mehaffie	2014	9-12	9781269397049	
Publisher	Title of Material	Author	Copyright	Grade Level	ISBN	Recommendation
	Learning Microsoft Publisher			Level		
Pearson Prentice Hall	2013, Student Edition with					Core
	eText (six, 1 year access					
	codes)	Mehaffie	2014	9-12	9781269305419	
	Notes: STRENGTHS: Text is structured to lead students through specific lesson tasks and then End of Chapter activities allow students to creatively demonstrate their understanding of the content in via projects. WEAKNESSES: This text had limited collaboration with others explicitly written into the text. More emphasis on proper citation would be beneficial.					
	Key Features: Learning Microsoft Publisher 2013, The most-effective program availab Proven pedagogy builds skills throu • Features hands-on exercises that and career readiness skills, and cor • Helps students master software co world scenarios.					
	Engages students with numerous Learning Microsoft Publisher	projects and activitie	es.			
	2013, Student Edition with	Mohoffia	2014	0.40	0794260202464	
	eCourse (6 year access) Learning Microsoft Publisher	Mehaffie	2014	9-12	9781269393164	-
	2013, Student Edition	Mehaffie	2014	9-12	9780133148602	

(spiralbound with CD-ROM)				
Learning Microsoft Publisher				
2013, Teacher's Manual with CD-				
ROM	Mehaffie	2014	9-12	9780133349030
Learning Microsoft Publisher				
2013, Test Book with CD-ROM	Mehaffie	2014	9-12	9780133149111
Learning Microsoft Publisher				
2013, Solutions Book with CD-				
ROM	Mehaffie	2014	9-12	9780133349023
Learning Microsoft Publisher				
2013, eCourse Teacher Access	Mehaffie	2014	9-12	9781269396981

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SUBJECT

Appointments to the Bias and Sensitivity Committee

REFERENCE

November 2014 Board appointed thirty (30) committee members for

terms of either two (2) years or four (4) years. A list of ninety (90) members was appointed to do a one-time review. A list of sixty-three (63) alternates was also approved to replace one of the original thirty (30), if

needed.

February 2015 Board approved to eliminate an audio clip and a test

question from the ISAT assessments upon the recommendation from the Bias and Sensitivity

Committee.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-134, Idaho Code - Assessment Item Review Committee

BACKGROUND/DISCUSSION

In accordance with Section 33-134, Idaho Code, the State Department of Education recommended and the State Board of Education appointed a review committee to ensure that parents, teachers, administrators, and school board members in Idaho's public education system have the opportunity to review the types and kinds of questions used on state assessments. The law requires a committee of thirty (30) individuals in each of the six (6) educational regions in the state. Each region is represented by two (2) parents, one (1) teacher, one (1) school board member, and one (1) public or charter school administrator. Committee members shall serve a term of four (4) years.

This committee is to review all summative computer adaptive test questions for bias and sensitivity. The committee is authorized to make recommendations to revise or eliminate computer adaptive test questions from the Idaho Standards Assessment Test in English Language Arts/Literacy and Mathematics.

In November 2015, the Department held a two-day meeting with the Bias and Sensitivity Committee to review 360 English language arts and mathematics items, of which several were recommended to be removed. Some individuals were asked to serve in place of Board-approved members unable to attend at the last moment. Because these individuals were not appointed by the Board as required, the committee's recommendations could not be forwarded to the Board for consideration.

The Department is recommending the approval of new members for the open positions on the committee. These individuals are listed in Attachment 2.

ATTACHMENTS

Attachment 1 – Board approved Bias and Sensitivity Committee Members Page 3

Attachment 2 - Recommended Bias and Sensitivity Committee Members Page 5

Attachment 3 – Recommended Alternate Bias and

Sensitivity Committee Members

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-134, Idaho Code, the Bias and Sensitivity Committee is charged with reviewing any new test items that have been added to any summative computer adaptive test, this includes the Idaho Standards Achievement Test for English Language Usage and Mathematics. Following the review process the committee may make recommendations to the Board for removal of any test questions that the committee determines may be bias or unfair to any group of test takes, regardless of differences in characteristics, including, but not limited to disability status, ethnic group, gender, regional background, native language or socioeconomic status.

While the initial appointments to the committee were for either a two or four year term, with ongoing appointments of four year terms, the Department found that many of the original committee members were either not available or not interested in participating in an additional round of assessment question reviews. In addition to new appointments for expired term or individuals who no longer wish to serve, the Department is requesting the Board appoint a list of alternate committee members that could be drawn from if the sitting committee member is unavailable for the review process in a given year, and still wants to serve on the committee. Seats for members that no longer wish to serve and resign from the committee during their term would still need to come to the Board for consideration of new appointments.

BOARD ACTION

I move to appoint the new members to the Bias and Sensitivity Committee as presented in Attachment 2.

Moved by	Seconded by	Carried Yes	No
to serve during representing the	nt the alternate members to the review process for a same group is unavailab sented in Attachment 3.	given year if the app	ointed member
Moved by	Seconded by	Carried Yes	No

2014 Board approved Bias and Sensitivity Committee Members

Region	Name	City	Role	Term Expiration
Region 1	Judy Novobielski-Muhs	St. Maries	Administrator	June 30, 2018
Region 1	Timothy Hunt	Hayden	Parent	June 30, 2016
Region 1	Lisa Hooper	Sandpoint	Parent	June 30, 2018
Region 1	Jared Hughes	Oldtown	Teacher	June 30, 2016
Region 1	Mindy Cameron	Sagle	Board	June 30, 2018
Region 2	Jim Doramus	Riggins	Administrator	June 30, 2016
Region 2	Brenda Riendeau	Moscow	Parent	June 30, 2018
Region 2	Cara Uhlenkott	Cottonwood	Parent	June 30, 2016
Region 2	Patty Hinkelman	Greencreek	Teacher	June 30, 2018
Region 2	Susan Rigg	Genesee	Board	June 30, 2016
Region 3	Craig Woods	Notus	Administrator	June 30, 2018
Region 3	Cindy Thorngren	Boise	Parent	June 30, 2016
Region 3	Darin Crisp	Kuna	Parent	June 30, 2018
Region 3	Julie Adams	Nampa	Teacher	June 30, 2016
Region 3	Sandra Dodson	Caldwell	Board	June 30, 2018
Region 4	Angela Davidson	Rupert	Administrator	June 30, 2016
Region 4	Gary Birch	Twin Falls	Parent	June 30, 2018
Region 4	Josi Christensen	Paul	Parent	June 30, 2016
Region 4	Douglas Pease	Twin Falls	Teacher	June 30, 2018
Region 4	Kathy Millar	Burley	Board	June 30, 2016
Region 5	Jan Harwood	Pocatello	Administrator	June 30, 2018
Region 5	Dustin Carter	Pingree	Parent	June 30, 2016
Region 5	Janean White	Pocatello	Parent	June 30, 2018
Region 5	Katrina Elliott	Blackfoot	Teacher	June 30, 2016
Region 5	Randall Armstrong	Inkom	Board	

Region 6	Landon LeFevre	Rexburg	Administrator	June 30, 2016
Region 6	Jennifer Piippo	Idaho Falls	Parent	June 30, 2018
Region 6	Theresa Adelizzi	Idaho Falls	Parent	June 30, 2016
Region 6	Becky Hitt	Rupert	Teacher	June 30, 2018
Region 6	Laila Kammerman	Idaho Falls	Board	June 30, 2016

Recommended New Bias and Sensitivity Committee Members

Region	Name	Role	Replacing/ Reappointment	Term Expiration
Region 1	Timothy Hunt	Parent	Reappointment	June 30, 2020
Region 1	Mary Lee Ruch	Teacher	Jared Hughes	June 30, 2020
Region 1	David Brinkman	School Board Member	Mindy Cameron	June 30, 2018
Region 2	Susan Rigg	Parent	Cara Uhlenkott	June 30, 2020
Region 2	Debra Steele	Teacher	Patty Hinkelman	June 30, 2018
Region 2	James Doramus	District Administrator	Reappointment	June 30, 2020
Region 2	John Menter	School Board Member	Susan Rigg	June 30, 2020
Region 3	Cindy Thorngren	Parent	Reappointment	June 30, 2020
Region 3	Tanya Koyle	Parent	Darin Crisp	June 30, 2018
Region 3	Marie Thomas	Teacher	Julie Adams	June 30, 2020
Region 3	Barb Skogsberg	School Board Member	Sandra Dodson	June 30, 2018
Region 4	Josi Christensen	Parent	Reappointment	June 30, 2020
Region 4	Barbara Dee Jones	Teacher	Douglas Pease	June 30, 2018
Region 4	Marcia Grabow	District Administrator	Angela Davidson	June 30, 2020
Region 4	Kathy Millar	School Board Member	Reappointment	June 30, 2020
li .				
Region 5	Kris Wilkinson	Parent	Dustin Carter	June 30, 2020
Region 5	Cindy Schneider	Parent	Janean White	June 30, 2018
Region 5	Teresa Jackman	Teacher	Katrina Elliot	June 30, 2020
Region 5	Kendra McMillan	District Administrator	Jan Harwood	June 30, 2018
Region 5	Dan Lau	School Board Member	Randall Armstrong	June 30, 2020
Region 6	Laura Wallis	Parent	Jennifer Piippo	June 30, 2018
Region 6	Joy McDaniel	Parent	Theresa Adelizzi	June 30, 2020
Region 6	Cindy Romney	Teacher	Becky Hitt	June 30, 2018
Region 6	Gail Rochelle	District Administrator	Landon LeFevre	June 30, 2020
Region 6		School Board Member	Laila Kammerman	June 30, 2020

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Recommended Alternate Bias and Sensitivity Committee Members

Region	Name	Role	Term Expiration
Region 1	George Ives	Teacher	June 30, 2020
Region 1	Jared Hughes	Teacher	June 30, 2020
Region 1	Bill Rutherford	District Administrator	June 30, 2018
Region 1	Robin Merrifield	School Board Member	June 30, 2018
Region 1	Larry Brown	School Board Member	June 30, 2018
	1	Τ	
Region 2	Ashley Schaffner	Teacher	June 30, 2018
Region 2	Dawn Fazio	School Board Member	June 30, 2020
Region 3	Melanie Jones	Parent	June 30, 2018
Region 3	Frank Robinson	Teacher	June 30, 2020
Region 3	Ann Farris	District Administrator	June 30, 2018
Region 3	Doug Park	School Board Member	June 30, 2018
Region 3	Dionicio (Don) Pena	School Board Member	June 30, 2018
D	Malada Octob	Donat	1 00 . 0040
Region 4	Michelle Sandoz	Parent	June 30, 2018
Region 4	Mandy Baker	Parent	June 30, 2020
Region 4	Olga Maza-Santos	Parent	June 30, 2020
Region 4	Darlene Matson Dyer	Teacher	June 30, 2018
Region 4	Angela Davidson	District Administrator	June 30, 2020
Region 4	Stefanie O'Neill	School Board Member	June 30, 2020
Region 5	Tara Jensen	Parent	June 30, 2020
Region 5	Shawna Sprague	Parent	June 30, 2018
Region 5	La Nae Robinson	Teacher	June 30, 2020
Region 5	Michael Mendive	District Administrator	June 30, 2018
Region 5	Carmelita Benitez	District Administrator	June 30, 2018

Region 5	Brooke Palmer	School Board Member	June 30, 2020
Region 5	David Mattson	School Board Member	June 30, 2020
Region 5	Janie Gebhardt	School Board Member	June 30, 2020
Region 6	Jessica Baksis	Parent	June 30, 2018
Region 6	Bonnie Warne	Teacher	June 30, 2018
Region 6	Darnea Lam	District Administrator	June 30, 2020