

**CONSENT
OCTOBER 19, 2017**

TAB	DESCRIPTION	ACTION
1	AUDIT – BOISE STATE UNIVERSITY OPERATING AGREEMENT WITH BSU RESEARCH FOUNDATION	Motion to Approve
2	BAHR-FINANCE - IDAHO STATE UNIVERSITY - UPGRADE/REPLACE NETWORK SWITCHING HARDWARE	Motion to Approve
3	BAHR-FINANCE - UNIVERSITY OF IDAHO - DISPOSAL OF REAL PROPERTY – UI ABERDEEN RESEARCH & EXTENSION CENTER, BINGHAM COUNTY	Motion to Approve
4	IRSA – GENERAL EDUCATION COMMITTEE NOMINATIONS	Motion to Approve
5	PPGA – DATA MANAGEMENT COUNCIL APPOINTMENT	Motion to Approve
6	PPGA – IDAHO INDIAN EDUCATION COMMITTEE APPOINTMENTS	Motion to Approve
7	PPGA – IDAHO STATE UNIVERSITY MERIDIAN HEALTH CENTER NAME CHANGE	Motion to Approve
8	PPGA – INSTITUTION PRESIDENT APPROVED ALCOHOL PERMITS	Motion to Approve
9	SDE - EMERGENCY PROVISIONAL CERTIFICATES	Motion to Approve

BOARD ACTION

I move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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CONSENT
OCTOBER 19, 2017

BOISE STATE UNIVERSITY

SUBJECT

Re-approval of Boise State University operating agreement with Boise State University Research Foundation.

REFERENCE

November 2014 Idaho State Board of Education (Board) approved the Boise State University operating agreement with Boise State University Research Foundation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.2.c.

BACKGROUND/DISCUSSION

Board policy V.E. requires that operating agreements between institutions and their affiliated foundations must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. Boise State University (BSU) is submitting the existing operating agreement with the BSU Research Foundation for its three-year review and re-approval. The current document has been vetted by BSU's Vice President for Research and General Counsel, and no changes are proposed to the agreement originally reviewed by the Audit Committee and approved by the Board in 2014.

IMPACT

Re-approval of the BSU-BSU Research Foundation operating agreement will enable BSU to comply with Board policy and provide a sound basis for continued coordination and mutual support between the university and its affiliated research foundation.

ATTACHMENTS

Attachment 1 - Operating Agreement	Page 3
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Exhibit C - Articles of Incorporation	Page 23
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CONSENT
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STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the operating agreement, which is unchanged from the agreement approved by the Board in November 2014. This will meet the Board's requirement for review and approval/re-approval of institutions' operating agreements with their affiliated foundations not later than every three years.

BOARD ACTION

I move to approve the Operating Agreement between Boise State University and the Boise State University Research Foundation.

Motion by _____ Seconded by _____ Carried Yes ___ No ___

OPERATING AGREEMENT
BETWEEN
BOISE STATE UNIVERSITY
AND
THE BOISE STATE UNIVERSITY RESEARCH FOUNDATION CORPORATION

This agreement ("Operating Agreement") is entered into effective the 19th day of February 2015 by and between the Boise State University ("University") and the Boise State University Research Foundation Corporation ("Research Foundation"). The University and Research Foundation are sometimes collectively referred to herein separately as a "Party" and collectively as the "Parties."

WHEREAS, Research Foundation is a nonprofit corporation incorporated on 2/28/15, pursuant to the Idaho Nonprofit Corporation Act;

WHEREAS, the Research Foundation will apply for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the Research Foundation's purpose and mission is to support the education, research and public service functions of the University

WHEREAS, the Research 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 (the "State Board") has promulgated Policies and Procedures effective as of October of 2014 ("State Board's Policies and Procedures");

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 Research Foundation that sets forth their operating relationship; and

WHEREAS, the Research 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 herein, the University and Research Foundation hereby agree as follows:

ARTICLE I

RESEARCH FOUNDATION'S PURPOSES

The Research Foundation's purpose is conducting research in areas deemed appropriate by its governing Board of Directors and consistent with the charitable, scientific, literary, research, educational, and service goals of the University and acquiring and disseminating knowledge, supporting the education, research, and public service functions of the University.

In carrying out its purposes, the Research Foundation shall not engage in activities that conflict with 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); applicable policies of the State Board; or the role and mission of the University.

ARTICLE II

RESEARCH FOUNDATION'S
ORGANIZATIONAL DOCUMENTS

The Research Foundation shall provide copies of its Articles of Incorporation and Bylaws to the University. All amendments of such documents shall also be provided to the University. Furthermore, the Research Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Research Foundation's Articles of Incorporation and Bylaws.

ARTICLE III

UNIVERSITY RESOURCES AND SERVICES

A. *University Employees.*

1. *Liaison:* The University's Vice President for Research and Economic Development shall serve as the University's liaison to Research Foundation (the "Liaison"). The duties and responsibilities of the Liaison are as follows:

a. The Liaison shall be responsible for communicating with Research Foundation regarding the University's activities and programs relevant to Research Foundation's mission and for coordinating any administrative support provided by the University to Research Foundation.

b. The Liaison shall report on behalf of the University to Research Foundation's Board of Directors regarding the University's research efforts with regard to Research Foundation. The Liaison may also report other information to Research Foundation's Board of Directors that is pertinent to the common goals of the University and Research Foundation.

2. The University and Research Foundation may elect to enter into agreements for the loaning of employees to the Research Foundation by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit A. The loaned employees shall report to either the Research Foundation Board or the Executive Director of Research Foundation, in either case as determined by the Research Foundation Board and as specified in the loaned employee agreements. In no case will a University Vice President serve, in any capacity, as the Executive Director or a corporate officer of the Research Foundation

3. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee other than an employee loaned to the Research Foundation shall be permitted to have responsibility or authority for Research Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Research Foundation employees, provided however University employees appointed to the Research Foundation Board of Directors shall have authority to act as such within the laws of the State of Idaho governing conflicts of State officials as well as the policies of the Research Foundation Board of Directors regarding conflicts.

B. *Support Staff Services.* The University may provide administrative support in financial, accounting, and research compliance services to the Research Foundation, as set forth in the Service Agreement attached hereto as Exhibit B. Except as specifically provided otherwise herein, all University employees who provide support services to the Research 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 Research Foundation in a Loaned Employee Agreement. The Research Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Research Foundation pursuant to the Service Agreement or as otherwise determined by the agreement of the Parties.

C. *University Facilities and Equipment.* The University may provide the use of the University's office space, laboratory space and equipment and associated services to the Research Foundation's employees upon the terms agreed to by the University and the Research 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 Research Foundation Payments to University Employees.* Notwithstanding any provision of this Agreement to the contrary, the Research Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Research Foundation pursuant to this Article, provided however, nothing in this sub-section D shall limit or prohibit formal joint appointments of employees between the University and the Research Foundation under which the Research Foundation pays the percentage of salary and employee benefits allocated to the Research Foundation under the joint appointment agreement.

ARTICLE IV

MANAGEMENT AND OPERATION OF
THE RESEARCH FOUNDATION

A. *Research Grant and Sponsored Programs.*

Applications for Grants and Sponsored Programs. Any and all Research Foundation applications for Grants or Sponsored Programs shall make clear to prospective grantors that the Research Foundation is a separate legal and tax entity organized for the purpose of conducting research consistent with the charitable, scientific, literary, research, educational, and service goals of the University and acquiring and disseminating knowledge, supporting the education, research, and public service functions of the University and that responsibility for the governance of Research Foundation, including performance of the terms of any grants or sponsored program, resides in the Research Foundation's Board of Directors.

B. *Acceptance of Grants and Sponsored Program Agreements.*

1. *Approval Required Before Acceptance of Certain Grants and Sponsored Program Agreements.* Before accepting grants or sponsored program agreements that may require administration or direct expenditure by the University, the Research Foundation shall obtain the prior written approval of the University. Similarly, the Research Foundation shall also obtain the University's prior written approval of the acceptance of any grant or sponsored program agreement 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. *Acquisition of Real Property.* The Research Foundation shall conduct due diligence on all real property that it acquires. At a minimum, acquisition shall be consistent with the terms of this Agreement.

3. *Performance/Administration of Accepted Grants and Sponsored Program Agreements.* All grants and sponsored program agreements received by the Research Foundation shall be performed and administered by Research Foundation in accordance with the terms of such grant or agreement and in accordance with applicable state and federal laws, rules and regulations. To the extent the University furnishes support services to assist the Research Foundation in performing and administering any grant or agreement, such services shall be furnished in accordance with the Service Agreement between the Parties.

C. *Fund Transfers.* The Research Foundation may, from time to time, transfer funds to the University as part of the Research Foundation's educational and research mission in support of the University. The Research Foundation's Treasurer or other individual to whom such authority has been delegated by the Research Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Research Foundation's Board of Directors. All transfers and expenditures noted in this Section must comply with applicable provisions of the Internal Revenue Code and be consistent with the Research Foundation's mission in support of the University.

1. *Competitive Grant Transfers.* The Research Foundation may transfer funds to the University by way of competitive grants or sponsored research agreements that are consistent with the role and mission of the University. Any such grant or agreement will only be expended by the University pursuant to the terms of the grant or agreement. The University shall account for such grant or agreement in the same fashion as other grants and sponsored program agreements and shall notify the Research Foundation on a timely basis regarding the uses of such grant or agreement funds.

2. *Unrestricted Gift Transfers.* The Research Foundation may make unrestricted donations to the University, consistent with the Research Foundation's mission. Such donated funds will be expended under the oversight of the University President in compliance with state law, State Board and University policies. If the Research 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 Research Foundation's Board of Directors may determine in such Board's sole discretion.

D. *Research Foundation Expenditures and Financial Transactions.*

1. *Signature Authority.* The Research Foundation designates the Research Foundation Chairperson as the individual with signature authority for the Research Foundation in all financial transactions. The Research Foundation's Chairperson may delegate signature authority on a temporary basis consistent with the Research Foundation's Bylaws to another Research Foundation employee, a University employee loaned to the Research Foundation, or a Research Foundation Board member.

2. *Expenditures.* All expenditures of the Research Foundation shall be consistent with the purposes of the Research Foundation and shall not violate restrictions imposed by any applicable grant or sponsored program agreement as to the use or purpose of the specific funds.

E. *Transfer of University Financial Assets to Research Foundation.* While the goal is for the Research Foundation to be self-supporting, the University may, from time to time, transfer funds to the Research Foundation to support it in pursuing its purpose and allow it to fulfill its responsibilities hereunder. Proposed funding requirements for the Research Foundation will be determined on an annual basis as part of the operating budget process, but presented to the State Board for approval in a separate review. Funding transfers will constitute a debt the Research Foundation will be contractually obligated to repay in accordance with terms proposed by the University and approved by the State Board.

F. *Transfer of University Intellectual Property Rights to Research Foundation.* The University may convey, license or assign intellectual property rights to the Research Foundation. All such transfers of intellectual property will be made pursuant to State Board policies and guidelines, University policies, and state and federal law. Such transfers shall be made pursuant to a written agreement detailing the financial arrangement between the Parties applicable to the intellectual property conveyance.

G. *Separation of Funds.* All Research Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Research Foundation using the Research Foundation's Federal Employer Identification Number. The financial records of the Research 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 Research 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 Research Foundation and shall be reimbursed by the Research Foundation on a regular basis.

H. *Insurance.* The Research Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Research Foundation shall also maintain general liability coverage.

I. *Organizational Structure of Research Foundation.* The organizational structure of the Research Foundation is set forth in the Research Foundation's Articles of Incorporation which are attached hereto as Exhibit C and the Research Foundation's Bylaws, which are attached at Exhibit D. The Research Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit C and Exhibit D, respectively.

J. *Conflict of Interest.* The Research Foundation will adopt a written conflict of interest policy, the requirements of which shall be consistent with applicable state and federal laws.

K. *Equity Positions and Cash Investments.* The Research Foundation will not be involved in the day to day operations in any company in which it holds an equity interest but will exercise its voting rights in its own best interests. The Research Foundation will not use funds that it receives from the University to make a cash investment in any company in return for equity, nor will the Research Foundation hold a majority interest in a corporation without prior approval of the State Board.

ARTICLE V

RESEARCH FOUNDATION RELATIONSHIPS WITH THE UNIVERSITY

A. *Joint Participation.* The parties hereto recognize that joint participation and regular interaction among employees of both the Research Foundation and the University is beneficial and encouraged. This may include service on committees, councils, review boards and/or other activities identified by either party for the mutual benefit and interest of both parties.

B. *University's Representation on Research Foundation's Board.* The University will be allowed representation on the Research Foundation's Board of Directors as set forth in the Bylaws as attached hereto, the terms of which, with respect to appointment of the Board members and University representation on the Board, shall not be changed without the prior written agreement of the University and approval of the State Board.

C. *Cost Recovery.* The parties shall allocate costs associated with joint operations in a fair and equitable manner so that the respective parties can each recover the full and independent costs of such operations.

D. *Classified Activities.* The Research Foundation shall be responsible for site security and providing all applicable registrations, approvals and reviews.

E. *Export Activities.* The Research Foundation shall be responsible for all matters pertaining to export control and providing all applicable registrations, approvals and reviews.

F. *Research Compliance.* The Research Foundation shall be responsible for all matters pertaining to research compliance.

G. *Subsequent Agreements.* The parties hereto anticipate that they may enter into subsequent written agreements on a project-by-project basis setting forth the parties' respective duties and obligations in regard to such projects. As such, the parties hereto acknowledge and agree that any such agreement shall govern for the purpose of any such specified project. Provided, however, that if there is a conflict between the terms of the Operating Agreement and the terms of a subsequent

agreement, the terms of the Operating Agreement will be controlling and supersede any inconsistent terms in the subsequent agreement.

H. *Access to Records.* The University shall have reasonable access to the financial records of Research Foundation upon permission granted by the Research 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, Research Foundation policies, and guidelines. In addition, upon request of the Research Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of the Research Foundation shall be protected from disclosure. Except as specifically authorized under this agreement or any applicable proprietary and confidentiality agreement between the University and the Research Foundation, the University's access shall not include proprietary information of the Research Foundation or of entities contracting with the Research Foundation for research services, such as information protected by trade secret or by specific confidentiality agreements.

I. *Records Management.*

1. The Research Foundation shall be responsible for maintaining all permanent records of Research Foundation including but not limited to the Research Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with Internal Revenue Service regulations, research grants, and all other Research Foundation records as required by applicable laws.

2. The Research 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 Research 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 Research Foundation's right to assert exemption from these statutes.

J. *Identification of Source.* The Research Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Research Foundation.

K. *Establishing Research Foundation's Annual Budget.* The Research Foundation shall provide the University with its proposed annual operating budget and any capital expenditure plans prior to the date of the Research Foundation's Board of Directors meeting at which the Research Foundation's Board of Directors will vote to accept such operating budget and expenditure plan.

L. *Attendance of the University's Representatives at Research Foundation's Board of Director Meetings.* The University's President and a designated representative from the Office of the General Counsel shall be invited to attend all meetings of the Research Foundation's Board of Directors.

M. *Supplemental Compensation of University Employees.* No University employee shall receive direct payments, compensation, or other benefits from the Research Foundation, provided that the Research 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 Research 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 Research Foundation. Provided however, nothing in this sub-section shall limit or prohibit formal joint appointments of employees between the University and the Research Foundation under which the Research Foundation

pays the percentage of salary and employee benefits allocated to Research Foundation under the joint appointment agreement.

ARTICLE VI

AUDIT AND REPORTING
REQUIREMENTS

A. *Fiscal Year.* The Research Foundation and the University shall have the same fiscal year.

B. *Annual Audit.* The Research 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 Research Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Research Foundation's Board of Directors. Such audit reports shall contain the Research 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 Research 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 granted funds from the Research Foundation. The Research Foundation agrees that the University, at its own expense, may, at reasonable times, inspect and audit the Research Foundation's financial books and accounting records in accordance with this Agreement.

D. *Annual Reports to University President.* Upon request, the Research 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 Research Foundation transfers made to the University, summarized by University department;
3. a list of all of the Research Foundation's officers, directors, and employees;
4. a list of University employees for whom the Research Foundation made payments to the University for approved purposes during the fiscal year, and the amount and nature of each payment;
5. a list of all state and federal contracts and grants managed by the Research Foundation;
6. an annual report of the Research Foundation's major activities;
7. an annual report of any actual litigation involving the Research Foundation during its fiscal year, identification of legal counsel used by the Research Foundation for any purpose during such year, and identification of any potential or threatened litigation involving the Research

Foundation limited to the extent necessary to protect attorney-client privilege and litigation strategy; and

8. an annual report of grants and sponsored program awards received by the Research Foundation.

ARTICLE VII

CONFLICT OF INTEREST AND CODE OF ETHICS AND
CONDUCT

A. *Conflicts of Interest Policy Statement.* The Research Foundation will adopt a written policy addressing the manner in which it will address conflict of interest situations.

B. *Contractual Obligation of University.* The Research 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.

C. *Acquisition or Development of Real Estate.* The Research 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 Research 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 Research Foundation.

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 Research Foundation that is not cured within the time frame set forth above, the Research Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Research Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Research 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 Research Foundation to pay any debt it holds on behalf of Research 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 Research Foundation's Board of Directors 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 Research Foundation, provided however, in the event a new operating agreement is not achieved upon completion of the dispute resolution process, the association between the Research Foundation and the University will be ended, and the Research Foundation will cease all references to the University in its name and with respect to its operations other than as is necessary to complete projects or contracts pending as of the final date of the dispute resolution process.

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 Research Foundation's Board of Directors and the University's President. If the Research Foundation's Board of Directors and University's President cannot resolve the dispute, then the dispute will be referred to the Research Foundation's Board of Directors and the State Board for resolution. If the aforementioned Parties do not resolve the dispute, the University and the Research 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 Research Foundation.* Upon dissolution of the Research Foundation, it shall transfer the balance of all property and assets of the Research Foundation in a manner consistent with its Articles of Incorporation.

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 Vice President for Finance and Administration.

H. *Providing Documents to and Obtaining Approval from Research Foundation.* Unless otherwise indicated herein, whenever documents are to be provided to Research Foundation or whenever the Research Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Research Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Research Foundation's Board of Directors.

I. *Notices.* Any notices required under this agreement may be mailed or delivered as follows:

To the University:

Vice President for Finance and Administration
Boise State University
1910 University Drive
Boise, Idaho 83725-1200

With copy to:

Office of the General Counsel
Boise State University
1910 University Drive
Boise, Idaho 83725-1002

Boise State University Research Foundation
Boise State University
1910 University Drive
Boise, Idaho 83725-1139

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

K. *Liability.* The University and Research 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.* To the extent allowed by Idaho law, the University and Research 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 Idaho laws, including the Idaho Tort Claims Act.

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.

R. *Cooperation of the Parties.* The parties hereto agree to do all acts and things necessary to make, execute and deliver any and all written instruments as shall from time to time be reasonably required to carry out the terms and conditions of this Agreement.

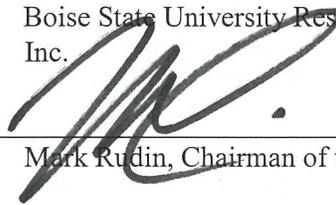
IN WITNESS WHEREOF, the University and the Research Foundation have executed this agreement on the above specified date.

Boise State University



Robert Kustra, President

Boise State University Research Foundation,
Inc.



Mark Rudin, Chairman of the Board

LOANED EMPLOYEE AGREEMENT

This AGREEMENT is entered into by and between the BOISE STATE UNIVERSITY, 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 BOISE STATE UNIVERSITY RESEARCH FOUNDATION CORPORATION ("Research Foundation") and is effective the ___ day of _____, 201.

BACKGROUND

WHEREAS, the Research Foundation has asked University to make certain university employees available to the Research Foundation for fulfilling various operational requirements of the Research Foundation;

WHEREAS, University desires to make certain employees available to the Research Foundation to assist the Research Foundation in achieving its mission as set forth in the Operating Agreement between the Research Foundation and University; and

WHEREAS, University has agreed to loan its certain employee, _____ ("Loaned Employee"), to the Research Foundation to act in the capacity of _____ for the Research Foundation pursuant to the terms of this Agreement.

AGREEMENT

The parties agree as follows:

A. Relationship between Loaned Employee and University.

1. Status. At all times under this Agreement. Loaned Employee shall be a(n) **[insert either classified or exempt here]**, **[insert either fiscal or academic here]** year employee of the University subject to all applicable policies and procedures of the State Board of Education and the University. The Research Foundation 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 the Research Foundation. Only University may terminate the employment of Loaned Employee. Notwithstanding the foregoing, the Research Foundation 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 the Research Foundation 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.

2. Compensation. University shall pay Loaned Employee a **[insert either fiscal or academic here]** year salary rate of \$ _____ payable on the regular biweekly 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. The Research Foundation shall pay University for this cost as provided in this Agreement.

3. Travel Expenses. University shall reimburse directly to Loaned Employee costs incurred for the Research Foundation travel that is approved in advance by the Research Foundation or the University. The Research Foundation shall pay the University for this cost as provided in this Agreement.

4. No Prohibition on Leasing Employee to the Research Foundation. University represents and warrants to the Research Foundation 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 or the University) that prohibits the University from leasing Loaned Employee to the Research Foundation 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 the Research Foundation harmless from any breach of the foregoing representations.

B. Relationship between the Research Foundation and Loaned Employee.

1. Supervision. Loaned Employee will work full-time under the supervision and direction of the Research Foundation Board of Directors. Loaned Employee will report directly to the Research Foundation Executive Director or her/his designee, who shall determine her/his duties for the Research Foundation.

2. Performance Evaluations. The Research Foundation 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. The Research Foundation will provide University with a copy of any written documentation regarding the evaluation within fourteen (14) days after the evaluation is complete.

C. Relationship between the Research Foundation and University

1. Lease of Loaned Employee. During the term of this Agreement, so long as University employs Loaned Employee, University shall make available to the Research Foundation 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 the Research Foundation, nor shall University be considered a contractor of the Research Foundation.

2. University to Provide Salary and Benefits. As indicated above, University shall provide Loaned Employee with a(n) **[insert either fiscal or academic here]** year salary rate of \$_____ 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. To the extent allowed by Idaho law, University shall indemnify, defend, and hold the Research Foundation harmless for the payment of all items set forth herein 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.

3. Reimbursement of Salary and Benefits by the Research Foundation. The Research Foundation 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, the Research Foundation 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.

4. Review of Loaned Employee's Status/Discipline/Termination for Cause. Loaned Employee shall at all times remain an employee of University. Accordingly, University shall have the power to evaluate, discipline, and terminate Loaned Employee in its discretion and in accordance with any of its policies, procedures, or agreements between University and Employee. As provided above, the Research Foundation will conduct an annual review of Loaned Employee. The Research Foundation 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, the Research Foundation 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 shall be in accordance with the Research Foundation policies and procedures and applicable law. If the Research Foundation makes such a determination, the Research Foundation 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 the Research Foundation is discontinuing the services of Loaned Employee.

5. Indemnification by the Research Foundation for Act of Loaned Employee. University shall have no liability to the Research Foundation 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 the Research Foundation. the Research Foundation therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, the State Board of Education, the University and its 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 the Research Foundation or others) arising out of, or in connection with, the activities of the Loaned Employee performed on behalf of or at the direction of the Research Foundation. 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.

6. Compliance with Employment laws. The Research Foundation 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 the Research Foundation. The Research Foundation shall notify University within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. The Research Foundation shall indemnify and hold University harmless from any claims or losses resulting from the Research Foundation's failure to comply with any applicable employment discrimination laws. 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 the Research Foundation within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. To the extent allowed by Idaho law, University shall indemnify, defend, and hold the Research Foundation harmless from any claims or losses resulting for University's failure to comply with any applicable employment discrimination laws.

D. General Terms

1. Term and Termination. The term that University shall lease Loaned Employee to the Research Foundation shall extend to _____ and 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:

a. Notice to University Due to Loaned Employee Performance Problems. The Research Foundation may discipline Loaned Employee pursuant to this Agreement 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 the Research Foundation makes such a determination, the Research Foundation 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 the Research Foundation is discontinuing the services of Loaned Employee; or

b. Termination in the Event of Default. Either party may terminate the lease of Loaned Employee by University to the Research Foundation 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; or

c. Discontinued Employment of Loaned Employee by University. The lease of Loaned Employee to the Research Foundation 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 Research Foundation is under no obligation to extend the term of this Agreement for a new term, however, in the event the Research Foundation determines that it will not agree to an extension of the term of this Agreement the Research Foundation 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,

2. No Third Party Beneficiaries. The parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee,

who remains subject to all applicable State Board of Education and University policies including, but not limited to, policies regarding nonrenewal of fixed term appointments and termination or discipline.

3. 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 Ada County.

4. Notice. Any notice made 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 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 the Research Foundation:

Boise State University Research Foundation
Boise State University
1910 University Drive
Boise, Idaho 83725-1139

To University:

Vice President for Finance and Administration
Boise State University
1910 University Drive
Boise, ID 83725-1200

With copy to:

Office of the General Counsel
Boise State University
1910 University Drive
Boise, Idaho 83725-1002

Notice shall be deemed given on its date of mailing plus three business days or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

5. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

6. 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.

7. Assignment. Neither party shall assign this Agreement without the prior written consent of the other.

8. Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by both of the parties.

9. Acknowledgment by Employee. This Agreement shall not be effective until it is executed by University and the Research Foundation and acknowledged by Loaned Employee pursuant to the signature blocks below.

The parties have executed this Agreement effective as of the date first set forth above.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY RESEARCH
FOUNDATION

Robert Kustra, President

Mark Rudin, Chairman of the Board

Acknowledgment by Loaned Employee:

Loaned Employee, by his or her signature below acknowledges the terms of this Agreement between University and the Research Foundation and agrees that he or she is an employee of the University that is loaned to the Research Foundation pursuant to the terms of this Agreement. Loaned Employee further acknowledges that he or she is a 'loaned employee' pursuant to all state worker's compensation laws. Accordingly, Loaned Employee acknowledges and agrees that in the event of any work-related injury that is covered by workman's compensation insurance held for the benefit of Loaned Employee by University, Loaned Employee will be precluded from recovering damages from the Research Foundation for such injury in accordance with applicable state worker's compensation laws.

Signed: _____

Name: _____

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT is entered into by and between the BOISE STATE UNIVERSITY CORPORATION, a public institution of higher education in the State of Idaho ("University"), and the Boise State University Research Foundation, Inc. ("Research Foundation").

The University agrees to provide to the Research Foundation the following administrative, financial, and accounting, support services:

1. Administrative Support for the Research Foundation's general accounting and operations, including cash, receivables, and disbursement processing, preparation of financial statement and work papers for external audit, support for the Research Foundation Audit Committee, and support for the Research Foundation tax return filings;
2. Administrative support for the Research Foundation through the University Human Resources Office, including payroll and benefits management;
3. Administrative support, including support for Research Foundation grant and contract management and compliance for the Research Foundation, through the University's Offices of Sponsored Programs and Research Compliance in the Division of Research and Economic Development; and
4. Administrative support for the Research Foundation, including support of technology management, protection, and licensing through the University's Office of Technology Transfer in the Division of Research and Economic Development.

All University employees who provide support services to the Research Foundation shall remain University employees under the direction and control of the University.

The University will supply the facilities, equipment, software and operating supplies necessary for the University employees supplying the above support services to the Research Foundation, the nature and location of which shall be in the University's discretion. In addition, the University shall furnish office space and office equipment for use by the Research Foundation Executive Director the nature and location of which shall be subject to agreement of the Parties.

The Research Foundation will pay directly to the University a reasonable consideration for the services, facilities, equipment, software and operating supplies provided to the Research Foundation pursuant to the Service Agreement based upon agreed upon budgets for the services and operations described herein. In conjunction with the University's annual budget process, the University will prepare and present to the Research Foundation for consideration and acceptance an operating budget for the services and operations to be provided under this Agreement upon which the consideration shall be based.

The Parties acknowledge that support services provided by the University to the Research Foundation hereunder are intended to continue only so long as is necessary for the Research Foundation to become a fully self-sufficient operational entity. As the Research Foundation gains in self-sufficiency, services provided hereunder may be assumed by the Research Foundation operations and discontinued by the University all as per the agreement of the Parties.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the University's fiscal year until terminated by either party.

This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective sixty (60) days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the Operating Agreement between the University and the Research Foundation dated _____. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement that accrued prior to the date of termination.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY RESEARCH
FOUNDATION, Inc.

Robert Kustra, President

Mark Rudin, Chairman of the Board

Date: _____

Date: _____

ARTICLES OF INCORPORATION

2015 JAN 28 AM 9:03

OF BOISE STATE UNIVERSITY RESEARCH FOUNDATION CORPORATION

SECRETARY OF STATE
STATE OF IDAHO

The undersigned, being over the age of eighteen (18) years, and for the purpose of forming a nonprofit corporation under the provisions of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3 of the Idaho Code, hereby certifies and adopts the following Articles of Incorporation:

FIRST: The name of the Corporation is: Boise State University Research Foundation Corporation("Research Foundation").

SECOND: The registered office of the Research Foundation is in the State of Idaho and is located at Boise State University, 1910 University Drive, Boise, ID 83725-1139. The name and address of its registered agent is Suzy Harbison, Boise State University, 1910 University Drive, Riverfront Hall, Room 306, Boise, ID 83725-1002.

THIRD: The Research Foundation is organized and shall at all times be operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of Boise State University ("University"), a state institution of higher education described in section 509(a)(1) of the Internal Revenue Code of 1986 (or the corresponding section of any future United States Revenue Law), to include the following:

- a. Promoting and assisting the educational, research, community service and economic development objectives of the University, and applying the funds and properties in its possession in order to further these objectives;
- b. Supporting scientific research in areas deemed appropriate by the University and consistent with the charitable, scientific, literary, research, educational and service goals of the University;
- c. Acquiring and disseminating knowledge, and supporting the education, research, economic development and public service functions of the University;
- d. Executing, administering, letting and performing any and all contracts, subcontracts and agreements desirable and proper in order to perform and complete the activities of the Research Foundation including, without limitation, contracts and agreements with the University and other entities;
- e. Acquiring facilities by lease, purchase, donation, exchange, transfer, gift or otherwise, and operating such facilities as may be desirable in order to carry out the charitable, scientific, literary, research, educational, and service programs of both the Research Foundation and the University;
- f. Purchasing or otherwise acquiring, holding, leasing, encumbering, selling, assigning, transferring, mortgaging, pledging, hypothecating, exchanging, or otherwise disposing of any securities or equity, evidence of debt or other property, real or personal, as may be desirable to support the activities of the Research Foundation and the University's research mission;

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- g. Receiving real and personal property from public and private sources, receiving grants and other monies from agencies of the United States of America, the State of Idaho or other states, and receiving grants, contributions and endowments from foundations, public and private corporations, and the general public, in support of the Research Foundation or University's exempt activities; and
- h. Employing personnel and engaging contractors and consultants in order to accomplish the purposes of the Research Foundation and the University's research mission.

FOURTH: No part of the earnings of the Research Foundation shall inure to the benefit of, or be distributed to, its directors, officers, or other private persons, except that the Research Foundation 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 Three hereof. No substantial part of the activities of the Research Foundation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Research Foundation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation, the Research Foundation shall not carry on any activity not permitted to be carried on by (1) an organization exempt from Federal income tax as described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), (2) an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), or (3) an organization described in Section 509(a)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

The Research Foundation shall not have any members or capital stock and shall be strictly a non-profit, nonpolitical organization. Upon the dissolution of the Research Foundation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Research Foundation, dispose of all the assets of the Research Foundation exclusively for the purposes of the Research Foundation in such manner as the Board of Directors shall determine, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law). Any such assets not so disposed of shall be disposed of by the court of requisite jurisdiction in the county in which the principal office of the Research Foundation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine are organized and operated exclusively for such purposes. In no case will assets be distributed to private individuals.

FIFTH: (a) The name and mailing address of the incorporator are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Mark Rudin	Division of Research and Economic Development Boise State University 1910 University Dr., MS-1139 Boise, ID 83725-1139

(b) The names and mailing addresses of the Directors are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Mark Rudin	Division of Research and Economic Development Boise State University 1910 University Dr., MS-1139 Boise, ID 83725-1139
Stacy Pearson	Finance and Administration Boise State University 1910 University Dr., MS-1200 Boise, ID 83725-1200
Nancy Glenn	Department of Geosciences Boise State University 1910 University Dr., MS-1535 Boise, ID 83725-1535
Suzy Harbison	Office of General Counsel Boise State University 1910 University Dr., MS-1002 Boise, ID 83725-1002

SIXTH: The Research Foundation shall have perpetual existence.

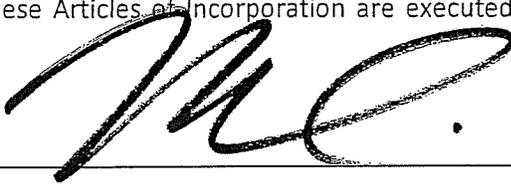
SEVENTH: The activities and affairs of the Research Foundation shall be managed by a Board of Directors. The number of Directors which shall constitute the whole Board shall be such as from time to time shall be fixed by, or in the manner provided in, the Bylaws.

EIGHTH: Meetings of members of the Board of Directors may be held outside the State of Idaho, if the Bylaws so provide. The books of the Research Foundation may be kept (subject to any provision contained in the Idaho Code) outside the State of Idaho at such place or places as may be from time to time designated by the Board of Directors. Elections of Directors need not be by ballot unless the Bylaws of the Research Foundation shall so provide.

NINTH: The Research Foundation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, provided, however, no change shall be made affecting its status as a non-profit organization.

The undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Idaho, and in pursuance of the Idaho Nonprofit Corporation Act, does hereby make and file these Articles of Incorporation, and does hereby declare and certify that this is his or her act and deed and the facts herein stated are true.

IN WITNESS WHEREOF, these Articles of Incorporation are executed in duplicate on the 27th day of January 2015.



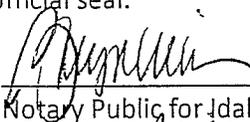
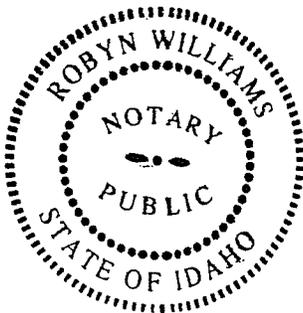
Mark Rudin

STATE OF IDAHO

County of Ada

On this 27th day of January 2015, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Mark Rudin, being first duly sworn under oath, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same.

WITNESS my hand and official seal.



Notary Public for Idaho

Residing at Boise Idaho

My commission expires: 9/30/15

IDAHO SECRETARY OF STATE

01/28/2015 05:00

CK:2527444 CT:172099 BH:1459083

1@ 30.00 = 30.00 INC NONP #2

1@ 20.00 = 20.00 NON EXPEDI #3

BYLAWS
OF
BOISE STATE UNIVERSITY RESEARCH FOUNDATION CORPORATION

ARTICLE I

NAME

The name of the Research Foundation shall be BOISE STATE UNIVERSITY RESEARCH FOUNDATION CORPORATION ("Research Foundation"). It is incorporated under Idaho Nonprofit Foundation Act.

ARTICLE II

GUIDING PHILOSOPHY

The directors, officers and employees of the Research Foundation will strive to enhance the ability of Boise State University ("University") to meet its mission and goals by cooperative use of Research Foundation and University resources including facilities, faculty, researchers, staff and students. To do so, the Research Foundation will:

1. Promote ethical work standards where the highest quality of achievement is aspired to and expected;
2. Appoint and retain the highest caliber of staff and students that can be attracted where integrity, intelligence, self-motivation, expertise, performance, commitment, and fairness are prime considerations;
3. Create an efficient operation in which each individual expeditiously performs multiple tasks, as needed, to maximize quality output at the most attractive cost-performance tradeoff;
4. Create a stimulating, challenging, and fair work environment in which individuals are able to learn and advance professionally; and
5. Foster cooperative research endeavors with public and private enterprises including institutions of learning, private businesses, individuals, and government agencies, leading to the dissemination and application of knowledge, discoveries, inventions, and technology for the greatest public good.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Membership.

a. Composition. The Board of Directors ("Board") shall be comprised of seven Directors, four of whom shall be "University Directors" and three of whom shall be "Community Directors."

b. University Directors. Two of the four University Directors shall be those individuals who hold the following positions (whether permanent or acting) at the University: Vice President for Research and Economic Development and Vice President for Finance and Administration. The President of the University shall appoint two additional University Directors who must be current University faculty or staff who are neither key administrators nor function in a policy-making capacity for the University.

c. Community Directors. The University Directors shall, by a majority vote, elect three individual members of the general public to serve as Community Directors.

d. Term. University Directors who serve by virtue of their positions shall not have term limits. University Directors appointed by the President of the University shall serve four year terms, Community Directors shall serve three year terms, and each shall continue in office until his/her successor shall have been elected.

e. Removal. Any University Director who serves by reason of being a faculty or staff member of the University or any Community Director may be removed, with or without cause, at a regular or special meeting of the Directors, by the vote of a majority of all the Directors.

f. Compensation. Directors shall serve without compensation except that reasonable expenses incurred may be reimbursed for and in the interest of the Research Foundation under guidelines adopted by the Board.

Section 2. Vacancies. In the case of any vacancy with respect to a University Director who serves by reason of being a faculty or staff member of the University, a successor to fill the unexpired portion of the term shall be filled by a majority vote of the remaining University Directors. In case of any vacancy with respect to a Community Director, a successor to fill the unexpired portion of the term shall be filled by a majority vote of the University Directors. In all cases, vacancies shall be filled within ninety (90) days from the time that the vacancy occurred.

Section 3. Powers. The fundamental and basic purposes of the Research Foundation are to operate exclusively for the benefit of, to perform the functions of, or to carry out the purposes of the University and such purpose shall not be amended or changed. Within the structure of Sections 1 and 2 above, the Board of Directors shall have the power to manage and control the affairs and property of the Research Foundation; shall have the power, by majority vote, to adopt rules and regulations governing the actions of the Board and shall have full authority with respect to the activities of the Research Foundation, including fund transfers. The Board of Directors shall not permit any part of the net earnings or capital to inure to the benefit of any Director or other private individual who is related to or affiliated with the Research Foundation, and the sole beneficiary of such earnings or capital shall always be the University.

Section 4. Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Idaho as the Board may from time to time determine. Regular meetings of the Board of Directors shall be held at such time and place as may be determined by the Board, and when the schedule of regular meetings has been established, no further notice of such regular meetings need be given. Regular and special meetings may be conducted by telephone conference call. To the extent permitted by law, a resolution in writing, signed by at least 80 percent of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly called and constituted.

Section 5. Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board ("Chair") or by the Secretary upon the written request of a majority of the Directors. Notice of the time, place and purpose of every special meeting of the Board shall be given by the Secretary by mailing (including electronic mail) or delivering the same to each Director, at least twenty-four (24) hours before the meeting.

Section 6. Open Meetings. All meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board; provided, however, that the Board may hold closed sessions during any regular or special meeting to consider those matters that may lawfully be considered in such sessions.

Section 6. Resignations. Any University Director who serves by reason of being a faculty or staff member of the University or any Community Director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chair or Secretary. The acceptance of the resignation shall not be necessary to make it effective.

Section 7. Quorum. A majority of the Directors in office shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, the Directors present shall adjourn the meeting until a quorum is obtained, and at any meeting subsequent to the adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

Section 8. Proxy Voting. Proxy voting shall not be permitted.

ARTICLE IV

OFFICERS AND EXECUTIVE DIRECTOR

Section 1. Positions. The officers of the Research Foundation shall be a Chair, a Vice-Chair, a Secretary, a Treasurer and such other officers, if any, as the Board of Directors may from time to time appoint.

Section 2. Agents. The Board of Directors may appoint from time to time such agents as it shall deem necessary, each of whom shall hold office during the pleasure of the Board, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

Section 3. Chair: Powers and Duties. The Chair of the Research Foundation Board shall be the University's Vice President for Research and Economic Development and shall preside at all meetings of the Board of Directors. He/she shall have general supervision of the affairs of the Research Foundation and shall keep the Board of Directors fully informed and shall freely consult with them concerning the activities of the Research Foundation. He/she shall have power to sign alone, unless the Board of Directors shall specifically require an additional signature, in the name of the Research Foundation all contracts authorized either generally or specifically by the Board. He/she shall perform such other duties as shall from time to time be assigned to him/her by the Board of Directors.

Section 4. Vice-Chair: Powers and Duties. The Vice-Chair of the Research Foundation shall be a Board member elected to that position by a majority of the Board and shall have such powers and duties as may be assigned to him/her by the Board of Directors. In the absence of the Chair, or as delegated by the Chair, the Vice-Chair shall perform the duties of the Chair.

Section 5. Secretary: Powers and Duties. The Secretary of the Research Foundation shall be a Board member elected to that position by a majority of the Board. He/she shall serve in that capacity until such time as his/her successor has been elected. The Secretary shall act as secretary of all meetings of the Board of Directors and shall keep the minutes of all such meetings in the books proper for that purpose. He/she shall attend to the giving and serving of all notices of the Research Foundation. He/she shall, in coordination with the Research Foundation Chairperson, establish the agenda for Research Foundation meetings. He/she shall perform all the duties customarily incident to the office of Secretary, subject to the control of the Board of Directors, and shall perform such other duties as shall from time to time be assigned to him/her by the Board of Directors. The Secretary shall be authorized to certify by signature copies of resolutions duly adopted by the Board of Directors.

Section 6. Treasurer: Powers and Duties. The Treasurer of the Research Foundation shall be a Board member elected to that position by a majority of the Board and shall have the custody of all funds and securities of the Research Foundation that may come into his/her hands. He/she shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Research Foundation, and shall deposit all moneys and other valuable effects of the Research Foundation in such banks or depositories as the Board of Directors may designate. He/she shall record and submit at least once each year to the Board of Directors a report of the receipts and disbursements, which the Board may, in its

discretion, cause to be audited by a firm of chartered or certified accountants of its selection before approving the same. Whenever required by the Board of Directors, he/she shall render a statement of accounts. He/she shall at all reasonable times exhibit the books and accounts to any officer or Director of the Research Foundation, and shall perform all duties incident to the position of Treasurer subject to the control of the Board of Directors. The Treasurer shall, when required, give such security for the faithful performance of his/her duties as the Board of Directors may determine.

Section 7. Executive Director. The Board of Directors shall appoint an Executive Director of the Research Foundation who will report to and serve at the pleasure of the Board of Directors. The Executive Director, working together with the Board of Directors and officers of the Research Foundation, shall be responsible for providing direction and leadership toward the achievement of the Research Foundation's mission, strategy, goals, and objectives.

ARTICLE V
COMMITTEES

The Board may appoint one or more committees, each consisting of three or more Directors, and delegate to such committees such duties and responsibilities as the Board may deem appropriate except with respect to the following:

- a. The filling of vacancies on the Board or in any committee;
- b. The fixing of compensation of the Directors for serving on the Board or on any committee, should the Bylaws be amended to allow such compensation;
- c. The amendment or repeal of Bylaws or the adoption of new Bylaws;
- d. The amendment or repeal of any resolution of the Board;
- e. The appointment of other committees of the Board or the members thereof; or
- f. The approval of any self-dealing transaction.

Any such committee must report to the Board of Directors on its progress and actions at each Board meeting.

ARTICLE VI
GIFTS AND CONTRIBUTIONS

The Research Foundation will seek a determination from the Internal Revenue Service that it is exempt from federal income tax as an organization described in Internal Revenue Code §501(c)(3) and that contributions to the Research Foundation are deductible as charitable contributions under Internal Revenue Code §170. Should the Research Foundation receive a determination that it is exempt from federal income tax, it will perform any act required to retain such tax-exempt status and will refrain from conducting any activities forbidden by Internal Revenue Code §501(c)(3). As such, the following shall apply:

- a. Contributions and gifts may be solicited by representatives assigned by the Chair to promote, sponsor and carry out the purposes of the Research Foundation;
- b. Unless otherwise provided by the donor, all contributions received by the Research Foundation shall be deposited and held by the Research Foundation and may be used and disbursed by the Board to promote, sponsor and carry out the purposes for which the Research Foundation is organized;
- c. The limitations and restrictions upon any grant, gift, donation, bequest or devise shall be respected. Restricted gifts shall conform to all applicable state and federal laws and regulations; and
- d. The operating expenses of the Research Foundation may be defrayed by funds contributed directly to the Research Foundation or from income and other resources of the Research Foundation, from whatever source realized, except as restricted or specified in paragraph (c) above.

ARTICLE VII
CONTRACTS, CHECKS, BANK ACCOUNTS, INVESTMENTS, ETC.

Section 1. Selection. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Research Foundation and shall determine who shall be authorized on the Research Foundation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts, and documents.

Section 2. Investments. The funds of the Research Foundation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or

otherwise, or stocks, bonds or other securities, as the Board of Directors in its sole discretion may deem beneficial to the furtherance of the purposes and objectives of the Research Foundation.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Research Foundation shall be from July 1 – June 30.

ARTICLE IX

NOTICE AND WAIVER OF NOTICE

Whenever any notice is required by these Bylaws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by certified mail addressed to the person entitled thereto at his/her last known post-office address, and such notice shall be deemed to have been given on the day of such mailing. Any notice required to be given by law or under these Bylaws may be waived by the person entitled thereto, and his/her attendance, either in person or by proxy, at any meeting shall constitute a waiver of notice thereof.

ARTICLE X

OFFICE

Section 1. Registered Office. The registered office of the Research Foundation shall be located in the City of Boise, Idaho.

Section 2. Other Offices. The Research Foundation may also maintain offices at such other places, either within or outside the State of Idaho, as the Board of Directors may from time to time require.

ARTICLE XI

INDEMNIFICATION

The Research Foundation shall indemnify officers and members of the Board of Directors who

may be a party (or who may be threatened to be made a party) to any action or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he/she is an officer or Director of the Research Foundation, and who is acting within the normal exercise of Board of Director functions, and exercising fiduciary responsibility. The indemnification shall include all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement that are actually and reasonably incurred by the officer or Director in connection with such action, suit or proceeding, provided that the officer or Director acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Research Foundation. If the action is criminal, in order to be indemnified, the officer or Director must have had no reasonable belief that his/her conduct was unlawful. In all respects, the indemnification provided for under this Article IX shall be in accordance with the indemnification provisions set forth in Section 30-3-88 of the Idaho Nonprofit Corporation Act. The Board shall budget sufficient funds in its annual budget for liability insurance that will assure full compliance with this article.

ARTICLE XII
AMENDMENTS, ETC.

These Bylaws may be amended, added to, or repealed by the Board of Directors by majority vote of the Directors then in office, provided notice of intention to amend the Bylaws shall be mailed to each Director at least five days before the meeting.

CONSENT
OCTOBER 19, 2017

IDAHO STATE UNIVERSITY

SUBJECT

Replacement and upgrade of Idaho State University (ISU) campus-wide network switching hardware

REFERENCE

June 2012

Idaho State Board of Education (Board) approved initial network switching infrastructure upgrade

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

ISU's current network distribution and access layer switching hardware was last updated in June 2012. The hardware has reached its forecasted end-of-life and has exceeded the date beyond which vendors can provide warranty and software support. This increases ISU's vulnerability to attacks, and the system can no longer meet industry-wide technical standards. In addition, the current hardware system does not meet the growing bandwidth demands of ISU programs.

The network hardware upgrade for distribution and access layer switches is estimated at \$2,368,000. An additional estimated \$325,000 will be need for materials and supplies to support the installation of the new switches. The estimated total project cost is \$2,693,000. This hardware will be purchased under state contract #PADD1118.

IMPACT

Funding for the proposed replacement/upgrade has been included as a planned acquisition within ISU's current budget, and adequate funding is available for the purchase and installation of the equipment.

ATTACHMENTS

Attachment 1 - Presidio Quote ISU Distribution Switches

Page 3

Attachment 2 - Presidio Quote Switch Refresh

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The proposed upgrade will ensure that ISU has a secure network system which supports the needs of institutional users and is supportable by ISU staff and commercial vendors. Utilization of a current state contract for this hardware purchase obviates the need for a bid process.

Staff recommends approval.

CONSENT
OCTOBER 19, 2017

BOARD ACTION

I move to approve the request by Idaho State University to replace and upgrade the university's network switching hardware, for an amount not to exceed \$2,693,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**QUOTE:** 2003217701640-01

DATE: 03/01/2017

PAGE: 1 of 4

TO: ID State University
Mark Norviel
638 East Dunn
Pocatello, ID 83209

norvmark@isu.edu
(p) 2082824246

FROM: Presidio Networked Solutions Group, LLC
Jamie Kelley
225 N. 9th Street
Suite 610
Boise, ID 83702

jkelley@presidio.com
(p) 208.338.7960

Customer#: IDAHO025
Account Manager: Jamie Kelley
Inside Sales Rep: Tristian Alo
Title: ISU Distribution Switches

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
WS-C3850-12XS-S								
1	WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	\$13,500.00	\$5,265.00	30	61.00 %	\$405,000.00	\$157,950.00
2	S3850UK9-37E	CAT3850 Universal k9 image	\$0.00	\$0.00	30	61.00 %	\$0.00	\$0.00
3	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	30	61.00 %	\$0.00	\$0.00
4	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$0.00	\$0.00	30	61.00 %	\$0.00	\$0.00
5	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	\$0.00	\$0.00	30	61.00 %	\$0.00	\$0.00
6	PWR-C1-350WAC	350W AC Config 1 Power Supply	\$0.00	\$0.00	30	61.00 %	\$0.00	\$0.00
7	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	\$0.00	\$0.00	30	61.00 %	\$0.00	\$0.00
8	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	30	61.00 %	\$0.00	\$0.00
							Total:	\$157,950.00
WS-C3850-24XS-S								
9	WS-C3850-24XS-S	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base	\$21,000.00	\$8,190.00	8	61.00 %	\$168,000.00	\$65,520.00
10	S3850UK9-37E	CAT3850 Universal k9 image	\$0.00	\$0.00	8	61.00 %	\$0.00	\$0.00
11	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	8	61.00 %	\$0.00	\$0.00
12	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$0.00	\$0.00	8	61.00 %	\$0.00	\$0.00
13	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	\$0.00	\$0.00	8	61.00 %	\$0.00	\$0.00
14	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	\$0.00	\$0.00	8	61.00 %	\$0.00	\$0.00
15	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	8	61.00 %	\$0.00	\$0.00
16	PWR-C1-715WAC	715W AC Config 1 Power Supply	\$0.00	\$0.00	8	61.00 %	\$0.00	\$0.00
							Total:	\$65,520.00
WS-C3650-24PD-S								
17	WS-C3650-24PD-S	Cisco Catalyst 3650 24 Port PoE 2x10G Uplink IP Base	\$6,600.00	\$2,574.00	14	61.00 %	\$92,400.00	\$36,036.00
18	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
19	PWR-C2-640WAC	640W AC Config 2 Power Supply	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
20	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00

21	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
22	PWR-C2-BLANK	Config 2 Power Supply Blank	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
							Total:	\$36,036.00
WS-C3650-48FQ-S								
23	WS-C3650-48FQ-S	Cisco Catalyst 3650 48 Port Full PoE 4x10G Uplink IP Base	\$12,900.00	\$5,031.00	2	61.00 %	\$25,800.00	\$10,062.00
24	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
25	PWR-C2-1025WAC	1025W AC Config 2 Power Supply	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
26	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
27	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
28	PWR-C2-BLANK	Config 2 Power Supply Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
							Total:	\$10,062.00
C3850-NM-2-10G=								
29	C3850-NM-2-10G=	Cisco Catalyst 3850 2 x 10GE Network Module	\$2,500.00	\$975.00	8	61.00 %	\$20,000.00	\$7,800.00
							Total:	\$7,800.00
C3850-NM-4-10G=								
30	C3850-NM-4-10G=	Cisco Catalyst 3850 4 x 10GE Network Module	\$4,000.00	\$1,560.00	6	61.00 %	\$24,000.00	\$9,360.00
							Total:	\$9,360.00
C3850-NM-8-10G=								
31	C3850-NM-8-10G=	Cisco Catalyst 3850 8 x 10GE Network Module	\$6,000.00	\$2,340.00	3	61.00 %	\$18,000.00	\$7,020.00
							Total:	\$7,020.00
PWR-C1-350WAC=								
32	PWR-C1-350WAC=	350W AC Config 1 Power Supply	\$650.00	\$253.50	2	61.00 %	\$1,300.00	\$507.00
33	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
							Total:	\$507.00
PWR-C1-715WAC=								
34	PWR-C1-715WAC=	715W AC Config 1 Power Supply	\$1,250.00	\$487.50	2	61.00 %	\$2,500.00	\$975.00
35	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
							Total:	\$975.00
GLC-T=								
36	GLC-T=	1000BASE-T SFP	\$395.00	\$118.50	128	70.00 %	\$50,560.00	\$15,168.00
							Total:	\$15,168.00
GLC-SX-MMD=								
37	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$500.00	\$150.00	100	70.00 %	\$50,000.00	\$15,000.00
							Total:	\$15,000.00
GLC-LH-SMD=								
38	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	\$995.00	\$298.50	30	70.00 %	\$29,850.00	\$8,955.00
							Total:	\$8,955.00
SFP-10G-LR-S=								
39	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	\$1,900.00	\$570.00	130	70.00 %	\$247,000.00	\$74,100.00

								Total:	\$74,100.00
SFP-H10GB-CU1M=									
40	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	\$100.00	\$39.00	50	61.00 %	\$5,000.00	\$1,950.00	
								Total:	\$1,950.00

Total List Price:		\$1,139,410.00
Sub Total:		\$410,403.00
Grand Total:		\$410,403.00

Quote valid for 30 days unless otherwise noted.

Additional Terms

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.

Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.

Client understands and agrees to its obligation, that applicable sales tax will apply to the quoted services on a by site location basis.

Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.

2. **Shipment of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.

3. **Limitations of Warranties.** Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.

4. **Intellectual Property.** CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

5. **Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.

6. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. **Non-Solicitation Provision.** During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.

8. **Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

9. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.

10. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.

11. **Miscellaneous.** This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

QUOTE:

2003217701640-01

DATE:

03/01/2017

PAGE:

4 of 4

No signed quote. PO required.


QUOTE: 2003217701752-01

DATE: 03/06/2017

PAGE: 1 of 6

TO: ID State University
 Mark Norviel
 638 East Dunn
 Pocatello, ID 83209

 norvmark@isu.edu
 (p) 2082824246

FROM: Presidio Networked Solutions Group, LLC
 Jamie Kelley
 225 N. 9th Street
 Suite 610
 Boise, ID 83702

 jkelley@presidio.com
 (p) 208.338.7960

Customer#: IDAHO025
Account Manager: Jamie Kelley
Inside Sales Rep: Tristian Alo
Title: Switch Refresh

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
Access Switches								
Total (Access Switches):							\$0.00	\$0.00
Switch Model								
1	WS-C3850-12X48U-S	Cisco Catalyst 3850 48 Port (12 mGig+36 Gig) UPoE IP Base	\$15,300.00	\$5,967.00	2	61.00 %	\$30,600.00	\$11,934.00
2	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
3	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
4	S3850UK9-37E	CAT3850 Universal k9 image	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
5	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
6	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
7	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
8	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
9	WS-C3650-48FQ-S	Cisco Catalyst 3650 48 Port Full PoE 4x10G Uplink IP Base	\$12,900.00	\$5,031.00	231	61.00 %	\$2,979,900.00	\$1,162,161.00
10	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	\$0.00	231	61.00 %	\$0.00	\$0.00
11	PWR-C2-1025WAC	1025W AC Config 2 Power Supply	\$0.00	\$0.00	231	61.00 %	\$0.00	\$0.00
12	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	231	61.00 %	\$0.00	\$0.00
13	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	231	61.00 %	\$0.00	\$0.00
14	PWR-C2-BLANK	Config 2 Power Supply Blank	\$0.00	\$0.00	231	61.00 %	\$0.00	\$0.00
15	WS-C3650-24TD-S	Cisco Catalyst 3650 24 Port Data 2x10G Uplink IP Base	\$5,800.00	\$2,262.00	4	61.00 %	\$23,200.00	\$9,048.00
16	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	\$0.00	4	61.00 %	\$0.00	\$0.00
17	PWR-C2-250WAC	250W AC Config 2 Power Supply	\$0.00	\$0.00	4	61.00 %	\$0.00	\$0.00
18	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	4	61.00 %	\$0.00	\$0.00
19	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	4	61.00 %	\$0.00	\$0.00
20	PWR-C2-BLANK	Config 2 Power Supply Blank	\$0.00	\$0.00	4	61.00 %	\$0.00	\$0.00
21	WS-C3650-48TQ-S	Cisco Catalyst 3650 48 Port Data 4x10G Uplink IP Base	\$10,400.00	\$4,056.00	11	61.00 %	\$114,400.00	\$44,616.00

22	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	\$0.00	11	61.00 %	\$0.00	\$0.00
23	PWR-C2-250WAC	250W AC Config 2 Power Supply	\$0.00	\$0.00	11	61.00 %	\$0.00	\$0.00
24	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	11	61.00 %	\$0.00	\$0.00
25	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	11	61.00 %	\$0.00	\$0.00
26	PWR-C2-BLANK	Config 2 Power Supply Blank	\$0.00	\$0.00	11	61.00 %	\$0.00	\$0.00
27	WS-C3850-24XU-S	Cisco Catalyst 3850 24 mGig Port UPoE IP Base	\$13,900.00	\$5,421.00	2	61.00 %	\$27,800.00	\$10,842.00
28	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
29	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
30	S3850UK9-37E	CAT3850 Universal k9 image	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
31	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
32	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
33	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
34	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
35	WS-C3560CX-8PC-S	Cisco Catalyst 3560-CX 8 Port PoE IP Base	\$1,695.00	\$661.05	36	61.00 %	\$61,020.00	\$23,797.80
36	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	36	61.00 %	\$0.00	\$0.00
37	WS-C3650-24PD-S	Cisco Catalyst 3650 24 Port PoE 2x10G Uplink IP Base	\$6,600.00	\$2,574.00	113	61.00 %	\$745,800.00	\$290,862.00
38	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	\$0.00	113	61.00 %	\$0.00	\$0.00
39	PWR-C2-640WAC	640W AC Config 2 Power Supply	\$0.00	\$0.00	113	61.00 %	\$0.00	\$0.00
40	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	113	61.00 %	\$0.00	\$0.00
41	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	113	61.00 %	\$0.00	\$0.00
42	PWR-C2-BLANK	Config 2 Power Supply Blank	\$0.00	\$0.00	113	61.00 %	\$0.00	\$0.00
43	WS-C3650-24PDM-S	Cisco Catalyst 3650 24 Port Mini, 2x1G 2x10G Uplink, IP Base	\$6,600.00	\$2,574.00	9	61.00 %	\$59,400.00	\$23,166.00
44	S3650UK9-163	UNIVERSAL	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
45	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
46	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
47	WS-C3650-48FQM-S	Cisco Catalyst 3650 48Port Mini, 4x10G Uplink, IP Base	\$12,900.00	\$5,031.00	18	61.00 %	\$232,200.00	\$90,558.00
48	S3650UK9-163	UNIVERSAL	\$0.00	\$0.00	18	61.00 %	\$0.00	\$0.00
49	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	18	61.00 %	\$0.00	\$0.00
50	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	18	61.00 %	\$0.00	\$0.00
51	WS-C3560CX-12PC-S	Cisco Catalyst 3560-CX 12 Port PoE IP Base	\$2,095.00	\$817.05	19	61.00 %	\$39,805.00	\$15,523.95
52	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	19	61.00 %	\$0.00	\$0.00
Total (Switch Model):							\$4,314,125.00	\$1,682,508.75

Modules								
53	PWR-C2-250WAC=	250W AC Config 2 Power Supply Spare	\$550.00	\$214.50	2	61.00 %	\$1,100.00	\$429.00
54	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
55	PWR-C1-1100WAC=	1100W AC Config 1 Power Supply	\$1,900.00	\$741.00	5	61.00 %	\$9,500.00	\$3,705.00
56	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	5	61.00 %	\$0.00	\$0.00
57	PWR-C2-1025WAC=	1025W AC Config 2 Power Supply Spare	\$1,800.00	\$702.00	10	61.00 %	\$18,000.00	\$7,020.00
58	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	10	61.00 %	\$0.00	\$0.00
59	C3850-NM-4-10G=	Cisco Catalyst 3850 4 x 10GE Network Module	\$4,000.00	\$1,560.00	5	61.00 %	\$20,000.00	\$7,800.00
Total (Modules):							\$48,600.00	\$18,954.00
Data Center (B50-B13)								
Total (Data Center (B50-B13)):							\$0.00	\$0.00
B50								
60	WS-C3650-48FQ-S	Cisco Catalyst 3650 48 Port Full PoE 4x10G Uplink IP Base	\$12,900.00	\$5,031.00	1	61.00 %	\$12,900.00	\$5,031.00
61	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
62	PWR-C2-1025WAC	1025W AC Config 2 Power Supply	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
63	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
64	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
65	PWR-C2-BLANK	Config 2 Power Supply Blank	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
66	WS-C3850-12X48U-S	Cisco Catalyst 3850 48 Port (12 mGig+36 Gig) UPoE IP Base	\$15,300.00	\$5,967.00	9	61.00 %	\$137,700.00	\$53,703.00
67	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
68	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
69	S3850UK9-37E	CAT3850 Universal k9 image	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
70	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
71	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
72	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
73	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	\$0.00	\$0.00	9	61.00 %	\$0.00	\$0.00
74	WS-C3850-24XS-S	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base	\$21,000.00	\$8,190.00	2	61.00 %	\$42,000.00	\$16,380.00
75	S3850UK9-37E	CAT3850 Universal k9 image	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
76	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
77	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
78	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
79	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00

80	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
81	PWR-C1-715WAC	715W AC Config 1 Power Supply	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
Total (B50):							\$192,600.00	\$75,114.00
Modules								
82	SFP-H10GB-ACU10M=	Active Twinax cable assembly, 10m	\$410.00	\$159.90	20	61.00 %	\$8,200.00	\$3,198.00
83	SFP-H10GB-ACU7M=	Active Twinax cable assembly, 7m	\$360.00	\$140.40	24	61.00 %	\$8,640.00	\$3,369.60
84	SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter	\$150.00	\$58.50	20	61.00 %	\$3,000.00	\$1,170.00
85	PWR-C2-1025WAC=	1025W AC Config 2 Power Supply Spare	\$1,800.00	\$702.00	2	61.00 %	\$3,600.00	\$1,404.00
86	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
87	PWR-C1-1100WAC=	1100W AC Config 1 Power Supply	\$1,900.00	\$741.00	10	61.00 %	\$19,000.00	\$7,410.00
88	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	10	61.00 %	\$0.00	\$0.00
89	PWR-C1-715WAC=	715W AC Config 1 Power Supply	\$1,250.00	\$487.50	3	61.00 %	\$3,750.00	\$1,462.50
90	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	3	61.00 %	\$0.00	\$0.00
91	C3850-NM-4-10G=	Cisco Catalyst 3850 4 x 10GE Network Module	\$4,000.00	\$1,560.00	10	61.00 %	\$40,000.00	\$15,600.00
Total (Modules):							\$86,190.00	\$33,614.10
B13								
92	WS-C3850-24XS-S	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base	\$21,000.00	\$8,190.00	2	61.00 %	\$42,000.00	\$16,380.00
93	S3850UK9-37E	CAT3850 Universal k9 image	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
94	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
95	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
96	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
97	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
98	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
99	PWR-C1-715WAC	715W AC Config 1 Power Supply	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
100	WS-C3850-12X48U-S	Cisco Catalyst 3850 48 Port (12 mGig+36 Gig) UPoE IP Base	\$15,300.00	\$5,967.00	14	61.00 %	\$214,200.00	\$83,538.00
101	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
102	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
103	S3850UK9-37E	CAT3850 Universal k9 image	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
104	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
105	PWR-C1-1100WAC	1100W AC Config 1 Power Supply	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
106	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00
107	C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	\$0.00	\$0.00	14	61.00 %	\$0.00	\$0.00

108	WS-C3650-48FQ-S	Cisco Catalyst 3650 48 Port Full PoE 4x10G Uplink IP Base	\$12,900.00	\$5,031.00	1	61.00 %	\$12,900.00	\$5,031.00
109	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
110	PWR-C2-1025WAC	1025W AC Config 2 Power Supply	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
111	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
112	STACK-T2-BLANK	Type 2 Stacking Blank	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
113	PWR-C2-BLANK	Config 2 Power Supply Blank	\$0.00	\$0.00	1	61.00 %	\$0.00	\$0.00
Total (B13):							\$269,100.00	\$104,949.00
Modules								
114	SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter	\$150.00	\$58.50	20	61.00 %	\$3,000.00	\$1,170.00
115	PWR-C1-715WAC=	715W AC Config 1 Power Supply	\$1,250.00	\$487.50	3	61.00 %	\$3,750.00	\$1,462.50
116	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	3	61.00 %	\$0.00	\$0.00
117	PWR-C1-1100WAC=	1100W AC Config 1 Power Supply	\$1,900.00	\$741.00	15	61.00 %	\$28,500.00	\$11,115.00
118	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	15	61.00 %	\$0.00	\$0.00
119	C3850-NM-4-10G=	Cisco Catalyst 3850 4 x 10GE Network Module	\$4,000.00	\$1,560.00	15	61.00 %	\$60,000.00	\$23,400.00
120	SFP-H10GB-ACU7M=	Active Twinax cable assembly, 7m	\$360.00	\$140.40	24	61.00 %	\$8,640.00	\$3,369.60
121	PWR-C2-1025WAC=	1025W AC Config 2 Power Supply Spare	\$1,800.00	\$702.00	2	61.00 %	\$3,600.00	\$1,404.00
122	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	2	61.00 %	\$0.00	\$0.00
123	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	\$100.00	\$39.00	6	61.00 %	\$600.00	\$234.00
Total (Modules):							\$108,090.00	\$42,155.10

		Total List Price:	\$5,018,705.00
		Sub Total:	\$1,957,294.95
		Grand Total:	\$1,957,294.95

Quote valid for 30 days unless otherwise noted.

Additional Terms

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment. Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement. Client understands and agrees to its obligation, that applicable sales tax will apply to the quoted services on a by site location basis. Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendar day period. Presidio shall address the issue before subsequent work is undertaken.
2. Shipment of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. Limitations of Warranties. Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
4. Intellectual Property. CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
7. Non-Solicitation Provision. During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
8. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. Miscellaneous. This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

No signed quote. PO required.

CONSENT
OCTOBER 19, 2017

UNIVERSITY OF IDAHO

SUBJECT

Disposal of Regents real property at University of Idaho (UI) Aberdeen Research and Extension Center, Bingham County

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b.iii.
Section 58-335, Idaho Code

BACKGROUND/DISCUSSION

The JR Simplot Company is planning to build a new fertilizer mixing and packaging plant at their facility adjoining Regents property located in Aberdeen, Idaho. This Regents property is presently managed as part of the UI Aberdeen Research and Extension Center. Simplot has requested permission to construct a railroad spur across Regents property to serve their new facility. The disposal of the 2.01 acres of Regents property needed for Simplot's project will not affect UI operations, and the UI College of Agricultural and Life Sciences supports the disposal of this property to accommodate Simplot's adjoining facility development plans. The subject property (as shown on the attachment) has occasionally been used for field research trials, but the land is not well suited to the type of research typically conducted at the UI Aberdeen Center, and the land is somewhat isolated from UI's primary research cultivation areas because of a Union Pacific rail line that already exists near this parcel. Simplot has also agreed to construct a fence along the adjusted boundary line.

The property to be conveyed to Simplot was appraised at \$15,000 and Simplot will compensate UI for that value in addition to covering appraisal costs of \$400.

IMPACT

No programmatic impact from the conveyance of this parcel is anticipated.

ATTACHMENTS

Attachment 1– Draft Quitclaim Deed	Page 3
Attachment 2—Survey map of subject property	Page 5
Attachment 3 – Satellite map of subject property and vicinity	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The UI has considered the requirements of Idaho Code (Section 58-335) in addition to Board policy (V.I.5.b.iii.) in proposing this property disposal. As required by statute, the property has been appraised, and the public notice requirement will be met through this public Board action.

Staff recommends approval.

CONSENT
OCTOBER 19, 2017

BOARD ACTION

I move to approve the request by the University of Idaho to dispose of 2.01 acres of land, as described in Attachment 1, for the sum of \$15,400 and to authorize the Vice President for Infrastructure to execute all necessary transaction documents for conveying this real property, as proposed in the materials presented to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

QUITCLAIM DEED

THIS QUITCLAIM DEED made this ____ day of October, 2017, between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate, organized and existing under the laws and constitution of the State of Idaho, herein referred to as “**Grantor**,” and the J.R. Simplot Company, a Nevada Corporation, whose address is PO Box 27, Boise ID 83707, herein referred to as “**Grantee**”.

That Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY and forever QUITCLAIM, unto Grantee, that certain real property situated in the County of Bingham, State of Idaho, generally described as:

A parcel of land located in the W1/2 of Section 27, Township 5 South Range 31 East, B.M., and more particularly described as follows:

Commencing at the center 1/4 corner of said Section 27, from which the north 1/4 corner bears N00°38'48"E 2652.41 feet, and running thence S00°38'48"W 275.91 feet along the east line of said west 1/2 of Section 27; Thence N89°21'12"W 143.21 feet; Thence N00°36'41"E 519.52 feet to a point in the southerly right-of-way of Union Pacific Railroad; thence N38°55'57"E 231.65 feet along said southerly right-of-way line to a point on the east line of said west 1/2 of Section 27; thence S00°38'48"W 425.45 feet along said west line to the point of commencement. Parcel contains 2.01 acres more or less.

SUBJECT TO all valid easements rights of way, covenants, conditions, reservations and restrictions of record.

Grantor quitclaims to Grantee said real property together with all estate, right, title, interest, possession, claim and demand whatsoever, in law as well as in equity of the Grantor in or to the said property, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

GRANTOR: **Board of Regents of the University of Idaho**

By: _____
Daniel R Ewart,
Vice President for Infrastructure

STATE OF IDAHO)
) ss.
County of Latah)

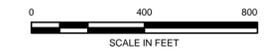
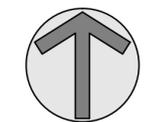
On this ____ day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Ewart, known to me to be the Vice President for Infrastructure of the University of Idaho, the University that executed the instrument, and acknowledged to me that he executed the same for and on behalf of the Board of Regents of the University of Idaho.

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

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

RECORD OF SURVEY

LOCATED IN
S1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 31 EAST,
BOISE MERIDIAN, BINGHAM COUNTY, IDAHO



BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SE1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE SE1/4 OF SAID SECTION 27 EXCEPT THAT PORTION OF THE SE1/4 OF SAID SECTION 27 LYING SOUTH AND EAST OF THE ABERDEEN - SPRINGFIELD CANAL.

SUBJECT TO ALL EXISTING RIGHTS-OF-WAYS FOR PUBLIC HIGHWAYS, PROTECTIVE COVENANTS, UTILITY LINES, EXISTING ROADWAYS, IRRIGATION DITCHES AND ALL BUILDING, ZONING AND OTHER RESTRICTIONS OF USE AND ALL ENCUMBRANCES OF RECORD.

CONTAINS 114.11 ACRES MORE OR LESS.

LEGEND

- FOUND ALUMINUM CAP AS NOTED
- FOUND 5/8" IRON ROD OR AS NOTED
- SET 5/8" X 24" IRON ROD W/ 2 1/2" ALUMINUM CAP LS10786
- () DATA OF RECORD
- 1 1 36
6 1
2 1
11 12 QUARTER SECTION - FOUND
- SECTION CORNER - FOUND
- EASEMENT LINES
- PARCEL BOUNDARY
- SECTION LINES
- RW --- RW --- RW --- RW --- RW PRESCRIPTIVE RIGHT OF WAY

SURVEYOR'S CERTIFICATE

I, BARRY GLEN WHITSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS MAP IS AN ACCURATE REPRESENTATION OF THE SURVEY COMPLETED UNDER MY SUPERVISION.



NARRATIVE

THIS SURVEY WAS REQUESTED BY CURT PENGALLY OF J.R. SIMPLOT COMPANY TO IDENTIFY PARCELS CURRENTLY OWNED AND FOR FUTURE ACQUISITION FOR FUTURE RAILROAD SPUR CONSTRUCTION

BASIS OF BEARING

STATE PLANE COORDINATE SYSTEM IDAHO EAST ZONE (1101), NAD 83, (2011).

REFERENCE DOCUMENTS

- RECORD OF SURVEY INST. NO. 412400
- RECORD OF SURVEY INST. NO. 533230
- RECORD OF SURVEY INST. NO. 613473

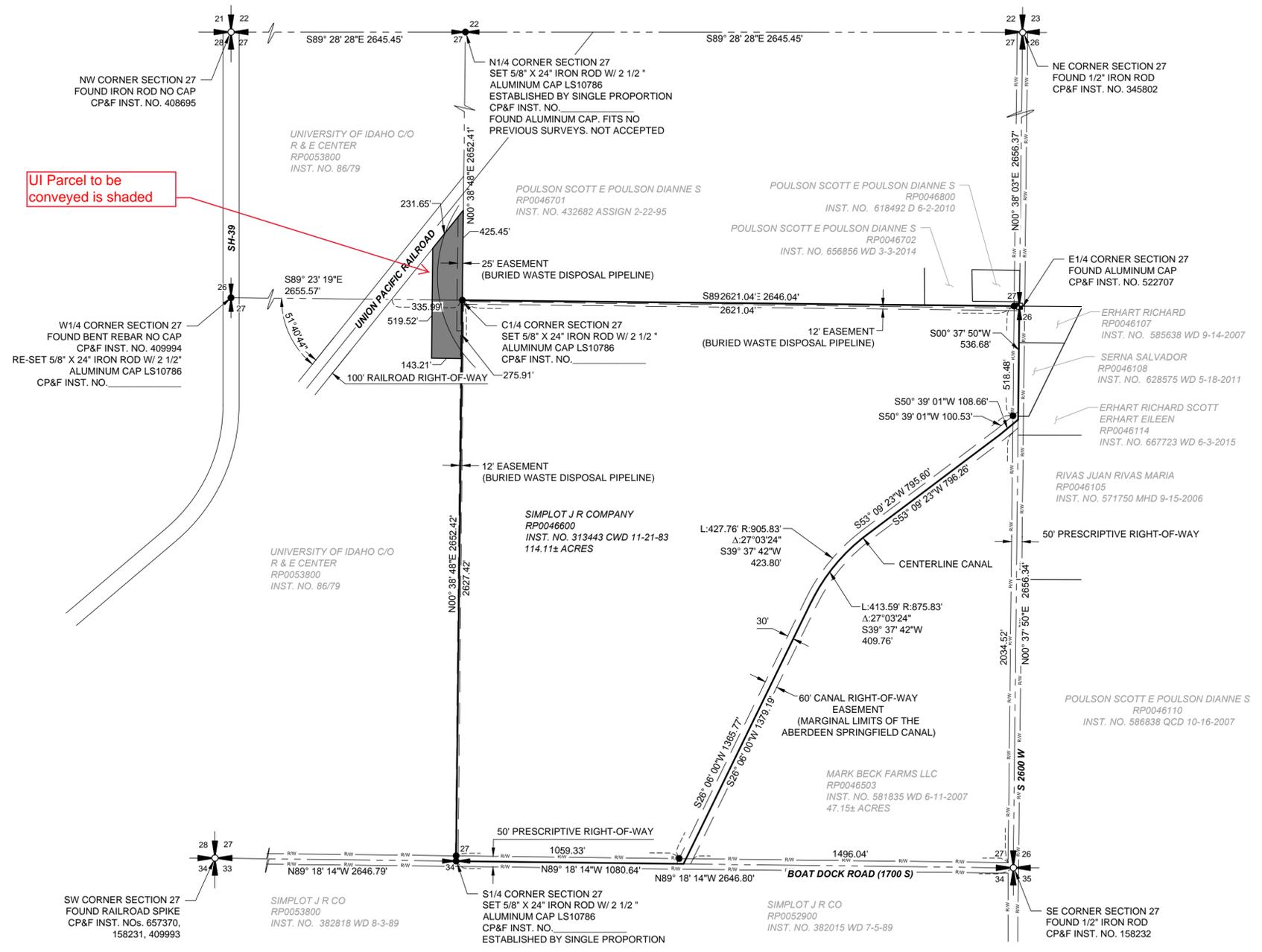
CERTIFICATE OF COUNTY RECORDER

COUNTY OF BINGHAM }
STATE OF IDAHO } SS
INSTRUMENT NO. _____
FILED FOR RECORD AT THE REQUEST OF KELLER ASSOCIATES
AT _____ MINUTES PAST _____ O'CLOCK, _____ M., THIS _____ DAY OF _____, 2017.

RECORD OF SURVEY
SIMPLOT - ABERDEEN
LOCATED IN
S1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO

SCALE: PER BARS SCALE	DRAWN: JOS	JOB #: 217040
DATE: 04/26/17	CHECKED: BGW	SHEET: 1 OF 1
DRAWING FILE: Y:\PROJECTS_PROJECTS 2017\217040 SIMPLOT ABERDEEN\DESIGN\CAD\00 SURVEY\217040 ROS.DWG		

KELLER associates
356 West Sunnyside, Suite B
Idaho Falls, Idaho 83404
Ph: (208) 542-6120
Fax: (208) 542-6287



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CONSENT
OCTOBER 19, 2017

SUBJECT

State General Education Committee Appointments

REFERENCE

October 2014	The Board approved membership of the General Education Committee.
June 2016	The Board appointed Jana McCurdy (CWI), Dr. Margaret Johnson (ISU), and Kenton Bird (UI) to the General Education Committee.
December 2016	The Board appointed Dr. Joanne Togle (ISU) and John Bieter (BSU) to the General Education Committee.
August 2017	The Board appointed Lori Barber, representing EITC, to the General Education Committee.

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures section III.N. General Education.

BACKGROUND/DISCUSSION

Board Policy III.N, provides that the General Education Committee will review the competencies and rubrics of the General Education framework for each institution to ensure its alignment with Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes and that faculty discipline groups will have ongoing responsibilities for ensuring consistency and relevance of General Education competencies related to their discipline. The General Education Committee consists of a representative from each of the institutions appointed by the Board; a representative from the Division of Career Technical Education; and, as an ex-officio member, a representative from the Idaho Registrars Council.

The University of Idaho (UI) has forwarded the name of Cher Hendricks for consideration to formally replace Kenton Bird.

IMPACT

The proposed appointment replaces UI's representative on the Committee.

ATTACHMENTS

Attachment 1 – Current Committee membership

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho has hired a new Vice Provost for Academic Initiatives, Dr. Cher Hendricks who will assume responsibilities on campus for Kenton Bird.

Board staff recommends approval.

CONSENT
OCTOBER 19, 2017

BOARD ACTION

I move to appoint Dr. Cher Hendricks, representing University of Idaho to the General Education Committee, effective immediately.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
OCTOBER 19, 2017

State Board of Education
General Education Committee

Cindy Bond is an Instructional Dean at the College of Southern Idaho.

Larry Briggs is the Dean of General Studies at North Idaho College.

Mary Flores is the Dean for Academic Programs at Lewis-Clark State College.

Kenton Bird is the Director of General Education at the University of Idaho.

Lori Barber is the General Education Director at Eastern Idaho Technical College/College of Easter Idaho.

Jana McCurdy is the General Education Coordinator at the College of Western Idaho.

John Bieter is the Director of the Foundational Studies Program at Boise State University.

Joanne Tokle is a Professor and Department Chair.

Adrian San Miguel is the Director of Program Standards at the Division of Career Technical Education.

Kris Collins is the Registrar at Boise State University.

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CONSENT
OCTOBER 19, 2017

SUBJECT

Data Management Council Appointment

REFERENCE

June 2017

The Board reappointed Tami Haft, Carson Howell, Todd King, Heather Luchte, and Vince Miller to the Data Management Council.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Data Management Council (Council) is tasked with making recommendations on the oversight and development of the Educational Analytics System of Idaho (EASI) and oversees the creation, maintenance and usage of this P-20 and Workforce system. There are 12 seats on the Council. The Council consists of representatives from the Office of the State Board of Education, public postsecondary institutions, a registrar, State Department of Education, school districts, the Division of Career Technical Education, and the Department of Labor.

As of July 2017, one remaining seat was vacant for a representative from a small, rural school district. This appointment fills that seat.

IMPACT

Appointment of Luke Schroeder will result in all seats on the Data Management Council being full.

ATTACHMENTS

Attachment 1 – Current Data Management Council Membership	Page 3
Attachment 2 – Letter of Interest from Luke Schroeder	Page 4

STAFF COMMENTS AND RECOMMENDATIONS

The Data Management Council met and unanimously voted to recommend Luke Schroeder to the Board for appointment on the Data Management Council. Mr. Schroeder is currently serving as the superintendent of Kimberly School District. The Data Management Council felt that his experience and perspective would be valuable in contributing to the Council.

Staff recommends approval.

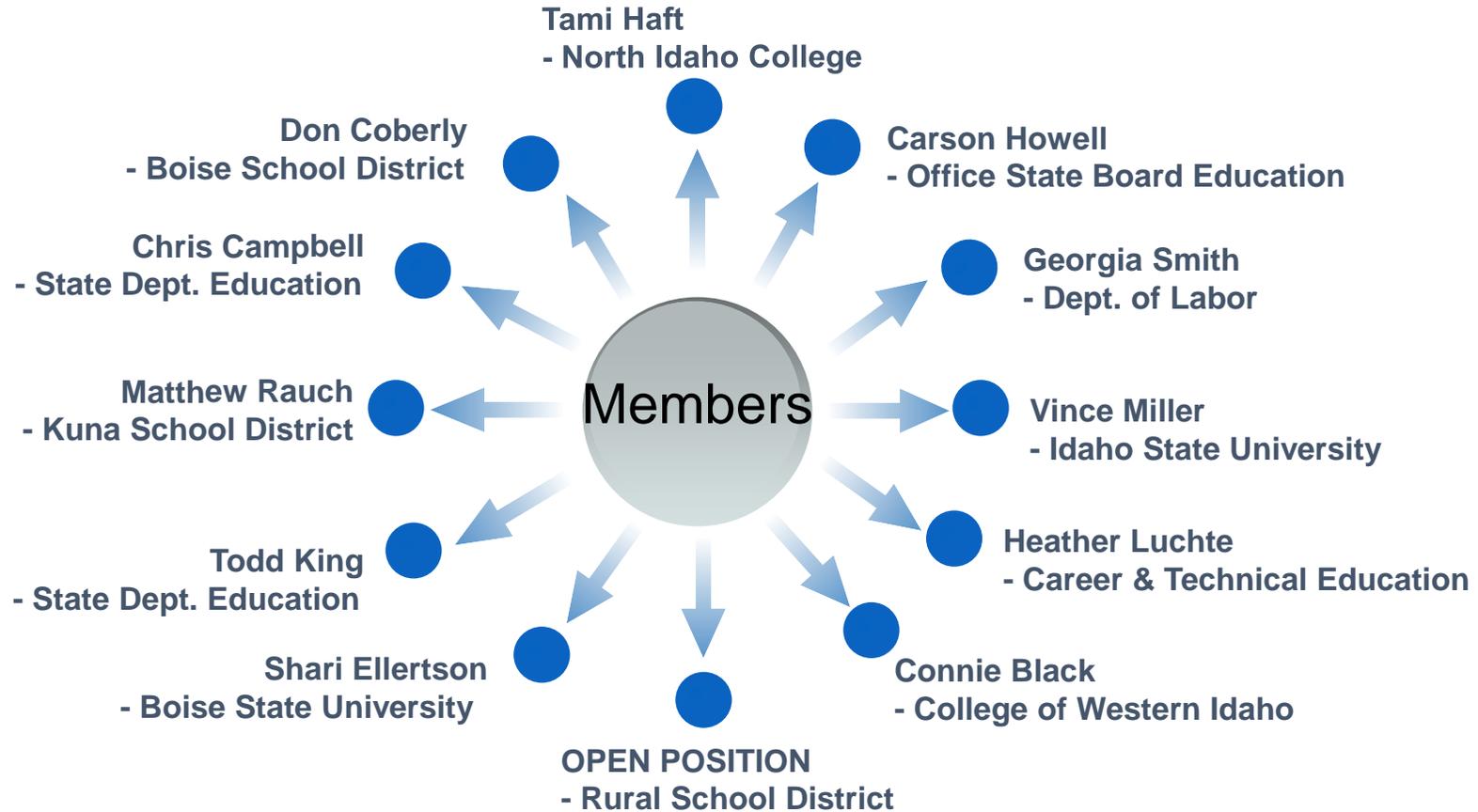
BOARD ACTION

I move to approve the appointment of Luke Schroeder to the Data Management Council for the remainder of the term from July 1, 2017 to June 30, 2019.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Data Management Council



Current as of July 2017

KIMBERLY PUBLIC SCHOOLS
Office of the Superintendent
141 Center Street West
Kimberly, Idaho 83341
(208) 423-4170 ext. 3308
e-mail: lschroeder@kimberly.edu

July 19, 2017

Letter of Interest as Member of Data Management Council

To Whom It May Concern:

This letter is to serve as notification of my interest as a member of Data Management Council. I do possess an interest in both ISEE and protecting student and staff data as it pertains to the Idaho Data Accountability Act.

I have just completed my twenty-third year in education. In addition to a classroom teacher, I have served as a high school vice principal, catholic school elementary principal, athletic director, middle school principal, high school principal, and I have just completed my fifth year as Superintendent of Kimberly School District.

In my role as superintendent, I have been involved in the creation of policy that has incorporated the Idaho Data Accountability Act and am charged with the administration of this policy. In addition, working in a smaller district I do have more of "hands on" role with ISEE. I do believe that my experience would serve me quite well as a member of the Data Management Council and would have much to offer this group.

I do appreciate your consideration for this position. Please feel free to contact me via the contact information on this letterhead if you have any questions.

Sincerely,

Luke Schroeder
Superintendent Kimberly School District

CONSENT
OCTOBER 19, 2017

SUBJECT

Idaho Indian Education Committee Appointments

REFERENCE

April 14, 2016	The Board approved the appointment of Tomas Puga and reappointments of Selena Grace, Bob Sobotta, and Chris Meyer.
October 20, 2016	The Board approved the appointment of Sharee Anderson, Donna Bollinger, Jessica James-Grant, and Hank McArthur.
June 15, 2017	The Board approved the reappointments of Sharee Anderson and Yolanda Bisbee.
August 10, 2017	The Board approved the appointment of Jason Ostrowski.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they impact Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes.

Pursuant to Board Policy I.P. the Idaho Indian Education Committee consists of 19 members appointed by the Board. Each member serves a term of five years. Appointments to vacant positions during a previous incumbent's term are filled for the remainder of the open term. The membership consists of:

- One representative from each of the eight public postsecondary institutions
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education affiliations (K-12)
- One representative from each of the two Bureau of Indian Education schools
- One representative from the State Board of Education, as an ex-officio member

The Shoshone-Bannock Tribes have forwarded Mr. Marcus Coby's name for consideration as their tribal chair designee representative on the Indian Education Committee. The Coeur d'Alene Tribe has also submitted Ms. Tina Strong's name for consideration as the Bureau of Indian Education representative. Additionally, North Idaho College has forwarded Mr. Graydon Stanley's name for consideration as their representative on the committee.

IMPACT

This appointment will fill three of the six vacant seats on the committee.

CONSENT
OCTOBER 19, 2017

ATTACHMENTS

Attachment 1 – Current Committee Membership	Page 3
Attachment 2 – Shoshone-Bannock Tribal Resolution	Page 5
Attachment 3 – Letter from NIC President MacLennan	Page 7
Attachment 4 – Letter from Coeur d’Alene Tribe	Page 8

STAFF COMMENTS AND RECOMMENDATIONS

Ms. Donna Bollinger is no longer on the Fort Hall Business Council. Mr. Marcus Coby has been identified to replace Ms. Bollinger and serve as the tribal chair designee. If approved, Mr. Coby would serve a new five-year term effective immediately and conclude on June 30, 2022.

Ms. Evanlene Melting Tallow completed her term on the committee on June 30, 2017 as North Idaho College’s (NIC) representative. Mr. Graydon Stanley has been identified to replace Ms. Melting Tallow and serve as NIC’s representative. Mr. Stanley is currently the Vice President for Student Services. If approved, Mr. Stanley would serve a new five-year term effective immediately and conclude on June 30, 2022.

Mr. Donovan Chase is no longer with the Coeur d’Alene Tribal School. Ms. Tina Strong is the new superintendent and has been identified to replace Mr. Chase and serve as one of the Bureau of Indian Education representatives on the committee. If approved, Ms. Strong would complete Mr. Donovan’s term, which ran from July 1, 2016 – June 30, 2021.

BOARD ACTION

I move to appoint Mr. Marcus Coby, as the Shoshone-Bannock Tribes tribal chair designee, effective immediately and expiring June 30, 2022.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Mr. Graydon Stanley, representing North Idaho College, effective immediately and expiring June 30, 2022.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Ms. Tina Strong, representing Coeur d’Alene Tribal School, effective immediately and expiring June 30, 2021.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
OCTOBER 19, 2017**

**State Board of Education
Indian Education Committee**

Dr. Chris Meyer is the Director of Education for the Coeur d'Alene Tribe and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2016 – June 30, 2021

Shawna Daniels is the STEP Program Manager for the Coeur d'Alene tribe and serves as the K-12 Representative for the Tribe. Term: July 1, 2016 – June 30, 2021

Vacant - chairperson's designee for the Kootenai Tribe.

Vacant - K-12 representative for the Kootenai Tribe.

Bill Picard is a member of the Nez Perce Tribal Executive committee and serves as the Tribal Chairperson's designee. Term: July 1, 2013 – June 30, 2018

Joyce McFarland is the Education Manager for the Nez Perce tribe and serves as the K-12 representative for the Nez Perce tribe. Term: July 1, 2013 – June 30, 2018

Vacant - Tribal Chairperson's designee for the Shoshone-Bannock Tribes.

Jessica James-Grant is the K-12 tribal education representative for the Shoshone-Bannock Tribes. Term: immediately – June 30, 2021

Pete Putra is a member of the Shoshone-Paiute Tribes and serves as the Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2013 – June 30, 2018

Vacant - K-12 representative for the Shoshone-Paiute Tribes.

Vacant - Bureau of Indian Education school representative. Term: July 1, 2016 – June 30, 2021

Hank McArthur is the Bureau of Indian Education school representative. Term: immediately – June 30, 2018

Dr. Linda Clark is the President of the State Board of Education and Ex-Officio member of the Indian Education Committee.

James Anderson is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Term: July 1, 2013 – June 30, 2018

Selena Grace is the Interim Vice Provost for Academic Strategy & Institutional Effectiveness at Idaho State University (ISU). Term: July 1, 2016 – June 30, 2021.

CONSENT
OCTOBER 19, 2017

Dr. Yolanda Bisbee is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho (UI). Term: July 1, 2017 – June 30, 2022.

Bob Sobotta, Jr. is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2016 – June 30, 2021

Jason Ostrowski is the Dean of Students at the College of Southern Idaho (CSI). Term: Immediately – June 30, 2018

Tomas Puga is the Coordinator, Advising and New Student Services at the College of Western Idaho (CWI). Term: July 1, 2016 - June 30, 2019

Sharee Anderson is the Vice President of Instruction and Student Affairs at Eastern Idaho Technical College (College of Eastern Idaho). Term: July 1, 2017 – June 30, 2022

Vacant - North Idaho College (NIC).

**CONSENT
OCTOBER 19, 2017**

RESOLUTION

BE IT RESOLVED BY THE BUSINESS COUNCIL FOR THE SHOSHONE-BANNOCK TRIBES, that the 2017-2018 Business Council delegates and/or alternates to the following organizations and meetings, are here approved as set forth:

Affiliated Tribes of Northwest Indians (ATNI)

Lee Juan Tyler - Delegate

Darrell Shay - Alternate

Coalition of Large Tribes (COLT)

Marcus Coby - Delegate

Nathan Small, Darrell Shay, Lee Juan Tyler - Alternates

Idaho Council on Indian Affairs

Nathan Small - Delegate

Darrell Shay, Ladd Edmo, Lee Juan Tyler - Alternates

Inter-Tribal Agriculture Council

Darrell Shay - Delegate

Ladd Edmo, Lee Juan Tyler – Alternate

Inter-Tribal Bison Cooperative (ITBC)

Lee Juan Tyler - Delegate

Darrell Shay - Alternates

Line Commission

Daniel L. Stone – Delegate

National Indian Gaming Association (NIGA)

Nathan Small - Delegate

Lee Juan Tyler, Daniel L. Stone - Alternate

National Congress of American Indians (NCAI)

Darrell Shay - Delegate

All FHBC - Alternates

National Inter-Tribal Tax Alliance

Tino Batt - Delegate

NS - Alternate

Northwest Portland Area Indian Health Board

Tino Batt, Nathan Small - Delegate

Marcus Coby - Alternate

Regional Tribal Operations Committee – Region 10 (RTOC)

Lee Juan Tyler - Delegate

Ladd Edmo - Alternate

**CONSENT
OCTOBER 19, 2017**

Resolution No. FHBC-2017-0541,
Dated 07/20/2017
Page 2.

Rocky Mountain Tribal Leader's Council (RMTLC)

Darrell Shay, Nathan Small -- Delegate
All FHBC -- Alternate

State of Idaho Indian Education Board

Marcus Coby - Delegate
Daniel L. Stone, Tino Batt - Alternate

Upper Snake River Tribes

Lee Juan Tyler - Delegate
Daniel L. Stone - Alternate

Native American Finance Officer's Association (NAFOA)

Tino Batt -- Delegate

Tribal Interior Budget Committee

Tino Batt -- Delegate
All FHBC - Alternate

Authority for the foregoing resolution is found in the Indian Reorganization Act of June 18, 1934 (48 Stat, 984) as amended, and under Article VI, Section 1 (r) of the Constitution and Bylaws of the Shoshone-Bannock Tribes of the Fort Hall Reservation of Idaho.

Dated this 20th day of July 2017.

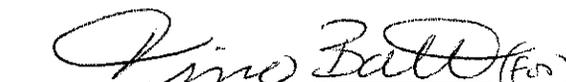


Nathan Small, Chairman
Fort Hall Business Council

S E A L

CERTIFICATION

I HEREBY CERTIFY, that the foregoing resolution was passed while a quorum of the Business Council was present by a vote of 4 in favor, 2 absent (TB, LJT), and 1 not voting (NS) on the date this bears.



Marcus Coby, Tribal Secretary
Fort Hall Business Council

FHBC-2017-0541



North Idaho College

1000 West Garden Avenue, Coeur d'Alene, Idaho 83814
www.nic.edu

DATE: September 19, 2017

TO: Dr. Linda L. Clark, President
Idaho State Board of Education

FROM: Dr. Richard MacLennan, President
North Idaho College

SUBJECT: Idaho Indian Education Committee Representation

As you know, North Idaho College is proud to partner with our Tribes in the State of Idaho to provide greater opportunity for our American Indian students. We share a close relationship with the Coeur d' Alene and the Kootenai Tribes in North Idaho by providing direct support services, scholarships, and an American Indian Studies program. Several of our faculty and staff are directly involved in those efforts and we are committed to improving those services regionally and statewide. To that end, I am nominating Graydon Stanley, our Vice President of Student Services, as our institutional representative to the Idaho Indian Education Committee. He has been actively serving on that committee this past year and leads many of our efforts locally with the tribes. Graydon is responsible for leading our core theme of Diversity and has extensive background in working with diverse populations. I am confident that he will represent our institution and region very effectively.

If you need additional information, please don't hesitate to contact me. Thanks for your leadership of education in the State of Idaho.

Sincerely;

A handwritten signature in black ink, appearing to read "Richard MacLennan", with a long horizontal flourish extending to the right.

Richard MacLennan



COEUR D'ALENE TRIBE
OFFICE OF THE CHAIRMAN
P.O. BOX 408
PLUMMER, IDAHO 83851
(208) 686-1800 • Fax (208) 686-8813

September 21, 2017

Patty Sanchez
Academic Affairs Program Manager Readiness
Office of the State Board Education
PO Box 83720
Boise, ID 83720-0037

Dear Ms. Sanchez,

The purpose of this letter is to nominate representatives from the Coeur d'Alene Tribe to the Indian Education Committee.

We would like to nominate Tina Strong from the Coeur d'Alene Tribal School to serve as our designated representative on the Indian Education Committee.

Thank you for your consideration. We look forward to hearing of the progress of the committee.

Sincerely,

A handwritten signature in black ink that reads "Chief J. Allan".

Chief J. Allan
Chairman, Coeur d'Alene Tribe

CONSENT
OCTOBER 19, 2017

IDAHO STATE UNIVERSITY

SUBJECT

Facility Naming – Meridian health Science Center.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, I.K

BACKGROUND/DISCUSSION

The ALSAM Foundation, named in honor of L.S. “Sam” and Aline Skaggs and has a long history of support for Idaho State University (ISU) health programs and students. When the ALSAM Foundation embraced Idaho State University’s vision for a professional medical education and health sciences facility in the Treasure Valley, many believed the university was 20 years away from fully occupying the 60,000 square foot building. However, the overwhelming response of Idaho students seeking a career in health professions, and overall legislative support for those programs and facilities has exceeded all expectations. A second floor addition will allow expansion to include programs in pharmacy, medical lab science, dental residency, physician assistant, a pharmacology research lab, a bio skills lab, an anatomy and physiology lab and clinical facilities. Today, ISU fully occupies 182,000 square feet. In total, ALSAM has made financial gifts to the Meridian campus including \$10.5 million for the building, \$1.5 million for a scholarship endowment for pharmacy students, \$550,000 for annual scholarship awards, and \$30,000 for biological research. Total support from ALSAM exceeds \$12.5 million to date.

These leadership gifts and a naming opportunity for the Skaggs family have been paramount in building this opportunity for Idaho students. This center has become a crown jewel for Idaho State University and the State of Idaho. Moving forward, this name will allow for an increasingly significant impact on the health sciences programs at ISU.

IMPACT

Approval of the facility naming request will allow ISU to rename the Meridian Health Science Center and honor the contributions of the Skaggs family.

ATTACHMENTS

Attachment 1 – Memo to President Vailas approving the renaming Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for other than a former employee of the system of higher education. These include consideration of the nature of the individuals gift and its significance to the institution; the eminence of the individual whose

CONSENT
OCTOBER 19, 2017

name is proposed; and the individuals relationship to the institution. Based on the information provided by ISU the request is in compliance with Board policy.

BOARD ACTION

I move to approve the request by Idaho State University to rename the “Meridian Health Science Center,” located at 1311 E. Central Drive, Meridian, ID, to the “Sam and Aline Skaggs Health Science Center.”

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State
UNIVERSITY

Office of Finance and Administration
921 South 8th Avenue, Stop 8219 • Pocatello, Idaho 83209-8219

*Approved
9/11/17
Art Vailas*

September 8, 2017

President Arthur Vailas
Idaho State University
921 S. 8th Ave.
Pocatello, ID 83209

Dear President Vailas,

Our ISU Facilities Name Designation Committee has reviewed the proposal to name the Meridian Health Science Center the "Sam and Aline Skaggs Health Science Center."

The ALSAM Foundation has been approached requesting a \$3.85 million gift for our Meridian facility. If we receive that gift, the total ALSAM support for our programs in Meridian would be in the range of \$10 million.

The committee decided unanimously to recommend to you that the facility be named the "Sam and Aline Skaggs Health Science Center," provided that Idaho State University – Meridian signage is maintained and displayed prominently on the campus.

We recommend that this proposal go forward before the State Board of Education for consideration.

Sincerely,



Brian S. Hickenlooper
Interim Chief Financial Officer
Chair of the ISU Facilities Name Designation Committee

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CONSENT
OCTOBER 19, 2017

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 August 10, 2017 Board meeting. Since that meeting, Board staff has received twenty-nine (29) permits from Boise State University, ten (10) permits from Idaho State University, and twelve (12) 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

Page 3

BOARD ACTION

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

**CONSENT
OCTOBER 19, 2017**

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**CONSENT
OCTOBER 19, 2017**

<p>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY July 2017 – June 2018</p>
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Micron Technology Delivery	Ben Victor Gallery		X	7/11/17
Welcome Reception for COEN Dean	Stueckle Sky Center	X		7/19/17
Dr. Carol Martin Memorial	Student Union Building		X	8/6/17
SSC Suites Holder Tasting	Stueckle Sky Center		X	8/8/17
Exocclipse Reception	Student Union Building	X		8/20/17
Dinner on the Blue	Albertsons Stadium	X		8/21/17
Power Engineers EMBA Network Dinner	College of Business & Economics		X	8/21/17
BSP Coach Harsin Live	Football Complex	X		8/23/17
Idaho Ballroom Dance Center Event	Student Union Building		X	8/26/17
Bokan/Rauh Wedding	Stueckle Sky Center		X	9/9/17
ClickFunnels Launch Party	Stueckle Sky Center		X	9/15/17
Bronco Athletic Association	Allen Noble Hall of Fame: Tennis Complex	X		9/20/17
Albertsons Intermountain Division Meeting	Stueckle Sky Center		X	9/20/17
Event Reception with Dean of COHS	College of Business & Economics – Williams Board Room	X		9/21/17
Serving Up Wishes	Stueckle Sky Center		X	9/25/17
Frank Church Institute Board Reception	College of Business & Economics – Williams Board Room		X	9/25/17
Serving Up Wishes	Stueckle Sky Center		X	9/25/17
Women and Leadership Conference 2017	Student Union Building	X		9/27/17
Springfield Missouri Chamber of Commerce Boise Visit Dinner	Stueckle Sky Center		X	9/29/17
Country A Capella	Morrison Center	X		9/29/17

**CONSENT
OCTOBER 19, 2017**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Classical Concert	Morrison Center	X		09/30/17
WWE Live Event	Taco Bell Arena	X		9/30/17
Idaho Partnerships Conference on Human Services	Student Union Building	X		10/5/17
Michael Carbarnaro	Morrison Center	X		10/6/17
Joe Bonamassa Concert	Morrison Center	X		10/7/17
Reception for Kelsch Wedding	Stueckle Sky Center		X	10/7/17
Good Samaritan Fall Event	Stueckle Sky Center		X	10/14/17
PETSO Client Appreciation Party	Stueckle Sky Center		X	10/18/17
Executive MPoBA Informational Session	College of Business & Economics		X	11/16/17 1/18/18 2/22/18 3/29/18 5/3/18 6/6/18

**CONSENT
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APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY August 2017 – October 2017				
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
SBOE Dinner	SPAC Rotunda	X		8/9/17
COT Family Picnic	Eames Complex	X		8/17/17
Sagerush Art Festival	ISU Campus – 5 th /Carter Grass		X	8/26/17 8/27/17
Welcoming Assembly	Stephens Performing Arts Center	X		8/30/17
JRM Foundation Gala	Stephen's Performing Arts Center		X	9/9/17
Wake for Danny Thiros	SPAC Rotunda	X		9/15/17
Endowment Dedication	Frazier Hall	X		9/30/17
ISU Eames Complex Open House	Eames Complex	X		10/5/17
COP Reunion	Quad	X		10/6/17
EPSCoR Annual Meeting	PSUB Ballroom	X		10/12/17

**CONSENT
OCTOBER 19, 2017**

<p>APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO July 2017 – October 2017</p>
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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
1 st Annual Marines of the Palouse Golf Tournament	Golf Course		X	7/29/17
2017 EMBA Golf Scramble	Golf Course	X		8/8/17
Annual Mayor's Golf Tournament	Golf Course		X	8/11/17
College of Law Orientation Professionalism Reception	Menard Law Building	X		8/13/17
New Faculty Dinner	Commons	X		8/15/17
Couple Night Out	Golf Course	X		8/18/17
Course Improvement Golf Tournament	Golf Course	X		8/19/17
Movie Night	Bruce Pitman Center	X		8/28/17
Latah County Vandal Scramble Tailgate BBQ	Fan Zone – Private Tent	X		9/9/17
Latah County Vandal Scramble	Golf Course	X		9/9/17
GSM Roadshow Reception	Commons – Panorama Room	X		10/6/17
University Gala	Student Recreation Center	X		10/27/17

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PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Emergency Provisional Certificates

REFERENCE

December 2016	Board approved six (6) provisional certificates (Jerome SD – 3, Madison SD – 1, Mountain Home SD – 1, West Jefferson SD – 1)
February 2017	Board approved seventeen (17) provisional certificates (Bear Lake SD – 2, Blaine County SD – 1, Cambridge SD – 2, Challis Joint SD – 2, Council SD – 1, Grace Joint SD – 1, Boise SD – 2, Jerome Joint SD – 1, West Ada SD – 1, Marsh Valley SD – 1, Sage International – 1, St. Maries SD – 1, Twin Falls SD – 1)
April 2017	Board approved three (3) provisional certificates (Challis SD – 1, Preston SD – 1, Jerome SD – 1)
June 2017	Board denied one (1) provisional certificate (West Bonner County SD)

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 and 33-1203, Idaho Code

BACKGROUND/DISCUSSION

Four (4) emergency provisional applications were received by the State Department of Education from the school districts listed below. Emergency provisional applications allow a school district/charter school to request one-year emergency certification for a candidate who does not hold a current Idaho certificate/credential, but who has the strong content background and some educational pedagogy, to fill an area of need that requires certification/endorsement. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district.

Bliss School District #234

Applicant Name: Butler, Demsie

Content & Grade Range: Biological Science 6-12, Natural Science 6-12 and Health 6-12

Educational Level: BS, Biology, Minor - Chemistry

Declared Emergency: August 14, 2017, Bliss School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: The position was posted August 7, 2017. Last year the district employed a retired teacher that decided not to return. They received no applicants. The district reviewed current staff and found a part-time

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aide that held a bachelor's degree, but has applied to medical school and agreed to work for one school year but has no desire to pursue the teaching profession.

PSC Review: The Professional Standards Commission Authorizations Committee met September 14, 2017. The committee recommends Bliss School District's request for Demsie Butler without reservation.

Buhl School District #412

Applicant Name: Chavez, Danielle

Content & Grade Range: Teacher Librarian K-12

Educational Level: 83 college credits, enrolled in Grand Canyon University teacher preparation program, estimated Fall 2019 graduate.

Declared Emergency: July 17, 2017, Buhl School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: The position was posted June 15, 2017. Resignation was received in June from the prior librarian. The district reviewed current staff and found a paraprofessional that was in the process of obtaining her bachelor's degree from Grand Canyon University. She contacted University of Idaho and has a plan that will lead to the Teacher Librarian endorsement starting the 2018-19 school year.

PSC Review: The Professional Standards Commission Authorizations Committee met August 1, 2017. The committee recommends Buhl School District's request for Danielle Chavez without reservation.

Kimberly School District #414

Applicant Name: Nield, Mindy

Content & Grade Range: Health K-12

Educational Level: BS, Health Science

Declared Emergency: August 1, 2017, Kimberly School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: The district hired a suitable candidate that resigned July 17, 2017. The position was posted July 18, 2017. The posting had six (6) views on the website, three (3) applications were received, and two (2) interviews were conducted. The candidate is unable to commit to a plan that would lead to certification due to the financial hardship she would face for a part-time position. She is willing to consider the plan for next year.

PSC Review: The Professional Standards Commission Authorizations Committee met September 14, 2017. The committee recommends Kimberly School District's request for Mindy Nield without reservation.

Nampa School District #131

Applicant Name: Beck, Aaron Tayson

Content & Grade Range: Spanish 6-12

Educational Level: 95 credits, enrolled in Boise State University teacher prep program, estimated Fall 2018 graduate.

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Declared Emergency: August 8, 2017, Nampa School District Board of Trustees declared an emergency area of need exists for the 2017-2018 school year.

Summary of Recruitment Efforts: The position was posted June 6, 2017. The posting had five (5) applicants. The first offer declined due to pay, the next offer declined, giving no reason and the additional candidates were not viable. Mr. Beck contacted the district on the same day the last one declined. He was enrolled at BYU-Idaho in a teacher prep program for Spanish. He has transferred to BSU with an estimated graduation of Fall 2018.

PSC Review: The Professional Standards Commission Authorizations Committee met September 14, 2017. The committee recommends Nampa School District's request for Aaron Tayson Beck without reservation.

IMPACT

If the emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position and funding could be impacted.

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-1201, Idaho Code "every person who is employed to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State Board of Education..." Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years of accredited college training except in occupational fields or emergency situations. When an emergency is declared, the Board is authorized to grant one-year provisional certificates based on not less than two (2) years of college training. Section 33-512, Idaho Code, defines substitute teachers as "as any individual who temporarily replaces a certificated classroom educator..." Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts may use an individual as a long-term substitute prior to requesting provisional certification for the individual.

The Department receives applications from the school districts for requests for provisional certifications, Department staff then work with the school districts to assure the applications are complete. The Professional Standards Commission then reviews requests for the one-year provisional certificates, and those that are complete and meet the minimum requirements are then brought forward by the Department to the Board for consideration with a recommendation from the Professional Standards Commission.

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BOARD ACTION

I move to approve a one-year emergency provisional certificate for Demsie Butler to teach Biology, Natural Science and Health grades six (6) through twelve (12) in the Bliss School District #234 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Danielle Chavez to serve as Teacher Librarian grades kindergarten through twelve (12) in the Buhl School District #412 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Mindy Nield to teach Health grades six (6) through twelve (12) in the Kimberly School District #414 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve a one-year emergency provisional certificate for Aaron Tayson Beck to teach Spanish grades six (6) through twelve (12) in the Nampa School District #131 for the 2017-18 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____