

**CONSENT
APRIL 21 2021**

TAB	DESCRIPTION	ACTION
1	BAHR - FY 2022 APPROPRIATIONS	Action Item
2	BAHR – FY2021 OPPORTUNITY SCHOLARSHIP EDUCATIONAL COSTS	Action Item
3	BAHR - IDAHO STATE UNIVERSITY - MULTI-YEAR EMPLOYMENT AGREEMENT – HEAD WOMEN’S BASKETBALL COACH	Action Item
4	BAHR – UNIVERSITY OF IDAHO – PRIVATE SEWER EASEMENT AGREEMENT	Action Item
5	BAHR – SECTION II – UNIVERSITY OF IDAHO – DINING SERVICES CONTRACT	Action Item
6	BAHR - UNIVERSITY OF IDAHO RELEASE OF EASEMENT – CANYON COUNTY PROPERTY	Action Item
7	IRSA - UNIVERSITY OF IDAHO – DISCONTINUE MASTER OF ART TEACHING	Action Item
8	IRSA – BOISE STATE UNIVERSITY – PROPOSAL FOR MASTER OF POPULATION AND HEALTH SYSTEMS MANAGEMENT	Action Item
9	IRSA - GRADUATE MEDICAL EDUCATION COMMITTEE APPOINTMENTS	Action Item
10	PPGA – INDIAN EDUCATION COMMITTEE APPOINTMENTS	Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2021

SUBJECT

FY 2022 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Applicable Legislative Appropriation Bills (2021)

BACKGROUND/ DISCUSSION

As of agenda preparation time, the 2021 Legislature is still in the process of establishing the appropriations for agencies under the Board.

Appropriation bills were passed for the Community Colleges, Career-Technical Education, the Agricultural Research & Extension Service (ARES), Health Education Programs, Special Programs, Idaho Public Television, and the Division of Vocational Rehabilitation. All information available at the time of publication of the Board agenda is included.

Appropriation bills still under consideration in the Legislature were the College and Universities appropriation, the Office of the State Board of Education appropriation, and the State Department of Education appropriation. Once approved, these appropriations will be brought back to the Board at a duly called special meeting of the Board.

IMPACT

Appropriations provide funding and spending authority for the agencies and institutions of the State Board of Education, allowing them to offer programs and services to Idaho's citizens.

ATTACHMENTS

Attachment 1 – FY 2022 Appropriations List

STAFF COMMENTS

Staff comments and recommendations are included for each specific institution and agency allocation.

BOARD ACTION

Motions for the allocations for the Community Colleges, Career Technical Education, the Agricultural Research & Extension Service (ARES), Health Education Programs, Special Programs, Idaho Public Television, and the Division of Vocational Rehabilitation are found on each specific institution or agency allocation.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 21, 2021**

ATTACHMENT 1

**State Board of Education
FY 2022 Appropriations to Institutions and Agencies**

	General Fund	% Δ From FY 2021	Total Fund
<u>Allocations</u>			
Community Colleges	51,799,600	7.5%	72,599,600
Career Technical Education	73,007,500	7.2%	84,195,600
<u>Agencies</u>			
Agricultural Research & Extension Service	32,695,100	1.8%	32,695,100
Health Education Programs	23,166,800	5.9%	23,517,200
Special Programs	26,568,900	.5%	32,919,700
Idaho Public Television	2,719,200	1.5%	9,552,700
Division of Vocational Rehabilitation	8,202,200	.9%	28,416,400

Statewide Issues

Permanent Building Fund Advisory Committee Appropriations, SB 1172 and HB 225:

In addition to Alteration and Repair projects, the following capital requests were recommended:

College of Eastern Idaho: Future Tech Facility	7,000,000
University of Idaho: Parma Agricultural Research Campus	3,000,000
University of Idaho: Seedling Production Greenhouses	700,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2021

SUBJECT

Community Colleges FY 2022 Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

House Bill 318 (2021)

BACKGROUND/DISCUSSION

The Legislature makes an annual appropriation to the State Board of Education for community college support. The allocation to the colleges includes the base allocation plus each college's respective share in any annual budget adjustments according to the normal budgeting process.

IMPACT

The FY 2022 appropriation, shown on Tab 1b Attachment 1, includes General Fund increases in benefit costs for the employer's unemployment insurance, 2% ongoing Change in Employee Compensation (CEC) increases and Enrollment Workload Adjustment. Line items include \$600,000 for Nursing Programs at College of Southern Idaho, College of Western Idaho and North Idaho College, and \$1,000,000 for Zero Textbook Cost initiative.

ATTACHMENTS

Attachment 1 – FY 2022 CC Appropriations Allocation
Attachment 2 – Statement of Purpose/Fiscal Note
Attachment 3 – Appropriation Bill (H318)

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the FY 2022 Community College allocation.

BOARD ACTION

I move to approve the allocation of the FY 2022 appropriation for the College of Southern Idaho, College of Eastern Idaho, College of Western Idaho, North Idaho College, and system-wide needs as presented on Tab 1b, Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho Community Colleges
FY 2022 Appropriation Allocation - HB 318
9-Mar-21

General Educ Approp: JFAC Action

	CSI	CEI	CWI	NIC	Systemwide	Total
1 FY 21 Total Appropriation						
2 General Funds	14,523,700	5,218,000	15,966,600	12,426,700	39,200	48,174,200
3 CARES Act Funding	5,569,500	2,172,800	10,671,500	4,907,600		23,321,400
4 Dedicated Funds	200,000	200,000	200,000	200,000		800,000
5 Total FY21 Total Appropriation	20,293,200	7,590,800	26,838,100	17,534,300	39,200	72,295,600
6						
7 FY 22 Base						-
8 General Funds	14,523,700	5,218,000	15,966,600	12,426,700	39,200	48,174,200
9 Dedicated Funds	200,000	200,000	200,000	200,000		800,000
10 Total FY 22 Base	14,723,700	5,418,000	16,166,600	12,626,700	39,200	48,974,200
11						-
12 FY 22 Maintenance Items						
13 Changes in Benefit Costs	43,200	14,400	43,700	46,000		147,300
14 Inflationary Cost Increases	-	-	-	-		-
15 Replacement Items	-	-	-	-		-
16 CEC: 2% ongoing	187,100	85,200	210,900	171,400		654,600
17 Enrollment Workload Adjustment	339,500		757,500	126,500		1,223,500
18	569,800	99,600	1,012,100	343,900	-	2,025,400
19 FY 22 Maintenance						-
20 General Funds	15,093,500	5,317,600	16,978,700	12,770,600	39,200	50,199,600
21 Dedicated Funds	200,000	200,000	200,000	200,000	-	800,000
22 Total FY 22 Maintenance	15,293,500	5,517,600	17,178,700	12,970,600	39,200	50,999,600
23						
24 FY 22 Line Items						
25 CARES Act Funding	1,637,500	2,665,600	12,156,400	3,540,500		20,000,000
26 Nursing Program	200,000		200,000	200,000		600,000
27 Zero Cost Textbooks					1,000,000	1,000,000
28 Total Line Items	1,837,500	2,665,600	12,356,400	3,740,500	1,000,000	21,600,000
29						
30 FY 22 Total Appropriation						
31 General Funds	15,293,500	5,317,600	17,178,700	12,970,600	1,039,200	51,799,600
32 CARES Act Funding	1,637,500	2,665,600	12,156,400	3,540,500	-	20,000,000
33 Dedicated Funds	200,000	200,000	200,000	200,000	-	800,000
34 FY 22 Total Appropriation	17,131,000	8,183,200	29,535,100	16,711,100	1,039,200	72,599,600
35						
36						
37 GF Change from FY 21 Total	5.3%	1.9%	7.6%	4.4%	0.0%	7.5%
38						
39 GF Appropriation Allocation						
40 Personnel Costs	13,027,400	5,497,600	13,539,600	11,066,500		43,131,100
41 Operating Expenses	3,596,200	2,685,600	15,995,500	5,619,600	39,200	27,936,100
42 Capital Outlay	507,400			25,000		532,400
43 Trustee/Benefit Payments					1,000,000	1,000,000
44 Total General Funds	17,131,000	8,183,200	29,535,100	16,711,100	1,039,200	72,599,600

STATEMENT OF PURPOSE

RS28782 / H0318

This is the FY 2022 original appropriation bill for Community Colleges and appropriates a total of \$72,599,600 and includes support for the College of Southern Idaho, North Idaho College, College of Western Idaho, and College of Eastern Idaho. For benefit costs, the bill maintains the current appropriated amount for health insurance at \$11,650 per eligible FTP, extends the holiday for the employer's sick leave contribution rate for another year, and restores funding for the employer's unemployment insurance contribution rate. Funding for nondiscretionary adjustments includes an increase of \$1,223,500 tied to weighted credit hours at the institutions. The bill also provides funding for the equivalent of a 2% change in employee compensation for permanent state employees. The bill funds three line items, which provide \$20,000,000 onetime for COVID relief funding; \$600,000 for nursing program support at College of Southern Idaho, North Idaho College, and College of Western Idaho; and \$1,000,000 onetime for a zero-cost textbook program.

This bill also includes an FY 2021 supplemental appropriation for Community Colleges. It appropriates a total of \$23,321,400 in onetime federal COVID relief funds provided pursuant to the 2021 Consolidated Appropriation Act passed in December 2020.

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2021 Original Appropriation	0.00	48,174,200	800,000	0	48,974,200
2. COVID Relief Funding	0.00	0	0	23,321,400	23,321,400
FY 2021 Total Appropriation	0.00	48,174,200	800,000	23,321,400	72,295,600
Executive Holdback	0.00	(2,408,700)	0	0	(2,408,700)
Noncognizable Funds and Transfers	0.00	0	0	5,726,000	5,726,000
FY 2021 Estimated Expenditures	0.00	45,765,500	800,000	29,047,400	75,612,900
Removal of Onetime Expenditures	0.00	0	0	(29,047,400)	(29,047,400)
Restore Rescissions	0.00	2,408,700	0	0	2,408,700
FY 2022 Base	0.00	48,174,200	800,000	0	48,974,200
Benefit Costs	0.00	147,300	0	0	147,300
Change in Employee Compensation	0.00	654,600	0	0	654,600
Nondiscretionary Adjustments	0.00	1,223,500	0	0	1,223,500
FY 2022 Program Maintenance	0.00	50,199,600	800,000	0	50,999,600
1. COVID Relief Funding	0.00	0	0	20,000,000	20,000,000
2. Nursing Program Support	0.00	600,000	0	0	600,000
3. Zero-cost textbook program	0.00	1,000,000	0	0	1,000,000
Budget Law Exemptions and Adjustments	0.00	0	0	0	0
FY 2022 Total	0.00	51,799,600	800,000	20,000,000	72,599,600
Chg from FY 2021 Orig Approp	0.00	3,625,400	0	20,000,000	23,625,400
% Chg from FY 2021 Orig Approp.		7.5%	0.0%		48.2%

Contact:

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 Budget and Policy Analysis
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LEGISLATURE OF THE STATE OF IDAHO
Sixty-sixth Legislature First Regular Session - 2021

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 318

BY APPROPRIATIONS COMMITTEE

AN ACT

RELATING TO THE APPROPRIATION TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES; APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR FISCAL YEAR 2022; EXEMPTING THE APPROPRIATION FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS; APPROPRIATING ADDITIONAL MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR FISCAL YEAR 2021; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education for Community Colleges the following amounts to be expended according to the designated programs and expense classes from the listed funds for the period July 1, 2021, through June 30, 2022:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. COLLEGE OF SOUTHERN IDAHO:					
FROM:					
General					
Fund	\$13,027,400	\$1,758,700	\$507,400		\$15,293,500
Community College					
Fund		200,000			200,000
Federal COVID-19 Relief					
Fund	<u>0</u>	<u>1,637,500</u>	<u>0</u>		<u>1,637,500</u>
TOTAL	\$13,027,400	\$3,596,200	\$507,400		\$17,131,000
II. COLLEGE OF WESTERN IDAHO:					
FROM:					
General					
Fund	\$13,539,600	\$3,639,100			\$17,178,700
Community College					
Fund		200,000			200,000
Federal COVID-19 Relief					
Fund	<u>0</u>	<u>12,156,400</u>			<u>12,156,400</u>
TOTAL	\$13,539,600	\$15,995,500			\$29,535,100

	FOR	FOR	FOR	FOR	
	PERSONNEL	OPERATING	CAPITAL	TRUSTEE AND	
	COSTS	EXPENDITURES	OUTLAY	BENEFIT	TOTAL
				PAYMENTS	
III. NORTH IDAHO COLLEGE:					
FROM:					
General					
Fund	\$11,066,500	\$1,904,100			\$12,970,600
Community College					
Fund		175,000	\$25,000		200,000
Federal COVID-19 Relief					
Fund	<u>0</u>	<u>3,540,500</u>	<u>0</u>		<u>3,540,500</u>
TOTAL	\$11,066,500	\$5,619,600	\$25,000		\$16,711,100
IV. COLLEGE OF EASTERN IDAHO:					
FROM:					
General					
Fund	\$5,297,600	\$20,000			\$5,317,600
Community College					
Fund	200,000				200,000
Federal COVID-19 Relief					
Fund	<u>0</u>	<u>2,665,600</u>			<u>2,665,600</u>
TOTAL	\$5,497,600	\$2,685,600			\$8,183,200
V. CC SYSTEMWIDE:					
FROM:					
General					
Fund		\$39,200		\$1,000,000	\$1,039,200
GRAND TOTAL	\$43,131,100	\$27,936,100	\$532,400	\$1,000,000	\$72,599,600

SECTION 2. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. The State Board of Education for Community Colleges is hereby exempted from the provisions of Section 67-3511(1), (2), and (3), Idaho Code, allowing unlimited transfers between object codes and between programs for all moneys appropriated to it for the period July 1, 2021, through June 30, 2022. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 3. In addition to the appropriation made in Section 1, Chapter 166, Laws of 2020, and any other appropriation provided by law, there is hereby appropriated to the State Board of Education for Community Colleges

1 \$23,321,400 from the Federal COVID-19 Relief Fund to be expended for operat-
2 ing expenditures for the period July 1, 2020, through June 30, 2021.

3 SECTION 4. An emergency existing therefor, which emergency is hereby
4 declared to exist, Section 3 of this act shall be in full force and effect on
5 and after passage and approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2021

SUBJECT

Allocation of the Idaho Division of Career Technical Education appropriation

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill 1154 (2021)

BACKGROUND

The Idaho Legislature appropriates funds for career technical education in Idaho to the Idaho Division of Career Technical Education (IDCTE) in six designated functions: Administration, Secondary and General Programs, Postsecondary Programs, Educator Services, Related Programs and Other Services (continuously appropriated). IDCTE requests approval of the allocation of the FY 2022 appropriated funds detailed in Attachment 1.

DISCUSSION

The allocation is based on the increased level of funding in Senate Bill 1154 and the provisions of the State Plan for IDCTE. The total appropriation reflects an overall increase of 7.4% from the original FY 2021 appropriation. Included in the appropriation is \$4,750,000 in Building Idaho's Future funding from the state General Fund; a 2% change in employee compensation; a 0.5% increase in employee benefit costs; a zero-sum move of the Fire Service Training program from Postsecondary to Related Programs; and a zero-sum realignment for the Luma project for appropriation units and program structure.

IMPACT

Establish FY 2022 operating budget.

ATTACHMENTS

Attachment 1 - FY 2022 Allocation of the Idaho Division of Career Technical Education
Attachment 2 - Statement of Purpose/ Fiscal Note (S1154)
Attachment 3 - Appropriation Bills (S1154)

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the allocation of the FY 2022 appropriation for IDCTE as detailed in Attachment 1.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 22, 2021

BOARD ACTION

I move to approve the request from the Idaho Division of Career Technical Education for the allocation of the FY 2022 appropriation as detailed in Attachment 1.

Moved by _____ Seconded by _____ Yes ____ No ____

Idaho Division of Career Technical Education
By Appropriation Unit, Account Category and Fund

	FY 2022*	FY 2021**	% Inc/(Dcr)	
1 EDEA - Administration (2.6%)				
2 By Account Category				
3 50 Personnel Costs	1,782,200	3,097,500	(42.5%)	(1)
4 55 Operating Expenditures	386,300	380,900	1.4%	
5 Total	2,168,500	3,478,400	(37.7%)	
6 By Fund				
7 10000 General Fund	2,148,500	3,140,900	(31.6%)	(1)
8 34800 Federal Grants	20,000	337,500	(94.1%)	(1)
9 Total	2,168,500	3,478,400	(37.7%)	
11 EDEB - Secondary and General (28.1%)				
12 By Account Category				
13 50 Personnel Costs	1,574,600	484,300	225.1%	(1)
14 55 Operating Expenditures	1,134,700	667,000	70.1%	(1)
15 70 Trustee and Benefit Payments	20,973,800	20,479,400	2.4%	(4)
16 Total	23,683,100	21,630,700	9.5%	
17 By Fund				
18 10000 General Fund	16,153,500	14,092,600	14.6%	(1)
19 10000 General Fund (One-Time)	0	377,300	(100.0%)	(2)
20 27400 Hazardous Materials	0	67,800	(100.0%)	(1)
21 34500 Federal COVID-19 Relief	210,000	0		(3)
22 34800 Federal Grants	7,294,600	7,078,000	3.1%	
23 34900 Miscellaneous Revenue	25,000	15,000	66.7%	(1)
24 Total	23,683,100	21,630,700	9.5%	
26 EDEC - Postsecondary (58.5%)				
27 By Account Category				
28 50 Personnel Costs	43,209,800	40,518,700	6.6%	
29 55 Operating Expenditures	3,534,000	3,518,500	0.4%	
30 60 Capital Outlay		204,300	(100.0%)	
31 70 Trustee and Benefit Payments	2,500,000	0		(4)
32 Total	49,243,800	44,241,500	11.3%	
33 By Fund				
34 10000 General Fund	49,243,800	44,037,200	11.8%	(1)
35 10000 General Fund (One-Time)	0	204,300	(100.0%)	
36 Total	49,243,800	44,241,500	11.3%	
38 EDED - Educator Services (3.4%)				
39 By Account Category				
40 50 Personnel Costs	166,500	0		(1)
41 55 Operating Expenditures	509,900	0		(1)
42 70 Trustee and Benefit Payments	2,222,900	1,881,900	18.1%	(1,4)
43 Total	2,899,300	1,881,900	54.1%	
44 By Fund				
45 10000 General Fund	2,624,300	1,711,900	53.3%	(1)
46 21800 Displaced Homemaker	0	170,000	(100.0%)	(1)
47 34900 Miscellaneous Revenue	275,000	0		
48 Total	2,899,300	1,881,900	54.1%	
50 EDEJ - Related Programs (7.4%)				

		FY 2022*	FY 2021**	% Inc/(Dcr)	
51	By Account Category				
52	50 Personnel Costs	593,100	237,700	149.5%	(1,5)
53	55 Operating Expenditures	313,100	433,500	(27.8%)	(1,5)
54	70 Trustee and Benefit Payments	5,294,700	3,719,900	42.3%	(4,5)
55	Total	6,200,900	4,391,100	41.2%	
56	By Fund				
57	10000 General Fund	2,837,400	1,107,700	156.2%	(1)
58	21800 Displaced Homemaker	170,000			(1)
59	27400 Hazardous Materials	67,800			(1)
60	34800 Federal Grants	3,110,700	2,983,400	4.3%	(6)
61	34900 Miscellaneous Revenue	15,000	300,000	(95.0%)	(1)
62	Total	6,200,900	4,391,100	41.2%	
64	EDEK - Other Services (Continuous Appropriation per IC 33-4904)				
65	By Account Category				
66	70 Trustee and Benefit Payments	0	0		
67	Total	0	0		
68	By Fund				
69	31901 Motorcycle Safety Training	0	0		
70	Total	0	0		
72	All Functions				
73	By Account Category				
74	50 Personnel Costs	47,326,200	44,338,200	6.7%	
75	55 Operating Expenditures	5,878,000	4,999,900	17.6%	
76	60 Capital Outlay	0	204,300	(100.0%)	
77	70 Trustee and Benefit Payments	30,991,400	26,081,200	18.8%	
78	Total	84,195,600	75,623,600	11.3%	(7)
79	By Fund				
80	10000 General Fund	73,007,500	64,090,300	13.9%	
81	10000 General Fund (One-Time)	0	581,600	(100.0%)	
82	21800 Displaced Homemaker	170,000	170,000	0.0%	
83	27400 Hazardous Materials	67,800	67,800	0.0%	
84	34500 Federal COVID-19 Relief	210,000	0		
85	34800 Federal Grants	10,425,300	10,398,900	0.3%	
86	34900 Miscellaneous Revenue	315,000	315,000	0.0%	
87	Total	84,195,600	75,623,600	11.3%	(7)

89 * Realigned for Luma project implementation and net of prior ongoing 2% base reduction
90 2% CEC; .5% variable benefits; no change in health premium

91 ** Net of ongoing 2% base reduction and subsequent one-time 5% budget reduction
92 2% CEC; .55% variable benefits; no change in health premium

93 1) FY 2022 Luma project realignment; zero-sum agency-wide

94 2) Funding for InSpIRE cohort (S1329) and shift to in-house Inspire 2.0 (S1426)

95 3) FY 2022 HERF funds remaining balance available until Sep. 30, 2021

96 4) FY 2022 Building Idaho's Future (BIF) funding = \$4,750,000 in Trustee and Benefit Payments

97 5) FY 2022 Moved Fire Service Training program from postsecondary to IDCTE; zero-sum

98 6) Federal Apprenticeship grant; increases in Adult Education and Perkins grants

99 7) \$8.57M variance significantly from \$4.75M BIF in FY 2022 and \$3.4M (5% reduction) in FY 2021;

100 7.4% increase over the FY 2021 original appropriation.

STATEMENT OF PURPOSE

RS28700 / S1154

This is the FY 2022 original appropriation bill for the Division of Career Technical Education and appropriates a total of \$84,195,600. For benefit costs, the bill maintains the current appropriated amount for health insurance at \$11,650 per eligible FTP, extends the holiday for the employer's sick leave contribution rate for another year, and restores funding for the employer's unemployment insurance contribution rate. The bill also provides funding for the equivalent of a 2% change in employee compensation for permanent state employees. The bill funds eight line items, which provide a net-zero transfer to realign funding in preparation for LUMA; a second net-zero transfer to realign new CEC in preparation of LUMA; \$647,800 to create apprenticeship opportunities for postsecondary students at Idaho's technical colleges; a net-zero transfer of the fire safety training program from Dedicated Programs to Postsecondary Programs within the division; \$210,000 onetime for COVID relief funding; \$1,000,000 onetime to secondary CTE programs for modernization; \$2,500,000 onetime to post-secondary CTE programs for modernization; and \$1,125,000 onetime to workforce training centers for training services.

This bill also includes a supplemental appropriation for the Division of Career Technical Education. It appropriates a total of \$125,000 onetime from the General Fund for workforce training programs.

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FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2021 Original Appropriation	582.26	68,075,700	552,800	9,761,300	78,389,800
5. Building Idaho's Future, CTE	0.00	125,000	0	0	125,000
FY 2021 Total Appropriation	582.26	68,200,700	552,800	9,761,300	78,514,800
Executive Holdback	0.00	(3,403,800)	0	0	(3,403,800)
Noncognizable Funds and Transfers	3.75	0	0	2,415,600	2,415,600
FY 2021 Estimated Expenditures	586.01	64,796,900	552,800	12,176,900	77,526,600
Removal of Onetime Expenditures	(1.00)	(717,300)	0	(2,415,600)	(3,132,900)
Base Adjustments	0.00	0	0	0	0
Restore Rescissions	0.00	3,403,800	0	0	3,403,800
FY 2022 Base	585.01	67,483,400	552,800	9,761,300	77,797,500
Benefit Costs	0.00	154,600	0	3,100	157,700
Statewide Cost Allocation	0.00	400	0	0	400
Change in Employee Compensation	0.00	744,100	0	13,100	757,200
FY 2022 Program Maintenance	585.01	68,382,500	552,800	9,777,500	78,712,800
1. LUMA Realignment	0.00	0	0	0	0
2. LUMA Realignment - CEC	0.00	0	0	0	0
3. Apprenticeship Skills Gap	1.00	0	0	647,800	647,800
4. Reorganization, Fire Safety Training	0.00	0	0	0	0
5. COVID Relief Funding	0.00	0	0	210,000	210,000
6. BIF, Secondary Modernization	0.00	1,000,000	0	0	1,000,000
7. BIF, Postsecondary Modernization	0.00	2,500,000	0	0	2,500,000
8. BIF, Workforce Training Centers	0.00	1,125,000	0	0	1,125,000
FY 2022 Total	586.01	73,007,500	552,800	10,635,300	84,195,600
Chg from FY 2021 Orig Approp	3.75	4,934,200	0	874,000	5,808,200
% Chg from FY 2021 Orig Approp.	0.6%	7.2%	0.0%	9.0%	7.4%

Contact:

Janet E Jessup
 Budget and Policy Analysis
 (208) 334-4730

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

LEGISLATURE OF THE STATE OF IDAHO
Sixty-sixth Legislature First Regular Session - 2021

IN THE SENATE

SENATE BILL NO. 1154

BY FINANCE COMMITTEE

AN ACT

RELATING TO THE APPROPRIATION TO THE DIVISION OF CAREER TECHNICAL EDUCATION;
APPROPRIATING MONEYS TO THE DIVISION OF CAREER TECHNICAL EDUCATION
FOR FISCAL YEAR 2022; EXEMPTING THE APPROPRIATION FROM OBJECT TRANSFER
LIMITATIONS FOR THE POSTSECONDARY PROGRAM; PROVIDING REAPPROPRIATION
AUTHORITY; APPROPRIATING ADDITIONAL MONEYS TO THE DIVISION OF CAREER
TECHNICAL EDUCATION FOR FISCAL YEAR 2021; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the Division of Career Technical Education the following amounts to be expended according to the designated programs and expense classes from the listed funds for the period July 1, 2021, through June 30, 2022:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
I. STATE LEADERSHIP & TECHNICAL ASSISTANCE:				
FROM:				
General				
Fund	\$1,782,200	\$366,300		\$2,148,500
Federal Grant				
Fund	<u>0</u>	<u>20,000</u>		<u>20,000</u>
TOTAL	\$1,782,200	\$386,300		\$2,168,500
II. GENERAL PROGRAMS:				
FROM:				
General				
Fund	\$852,900	\$584,900	\$14,715,700	\$16,153,500
Miscellaneous Revenue				
Fund		10,000	15,000	25,000
Federal COVID-19 Relief				
Fund		210,000		210,000
Federal Grant				
Fund	<u>721,700</u>	<u>329,800</u>	<u>6,243,100</u>	<u>7,294,600</u>
TOTAL	\$1,574,600	\$1,134,700	\$20,973,800	\$23,683,100

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
III. POSTSECONDARY PROGRAMS:				
FROM:				
General				
Fund	\$43,209,800	\$3,534,000	\$2,500,000	\$49,243,800
IV. DEDICATED PROGRAMS:				
FROM:				
General				
Fund	\$166,500	\$234,900	\$2,222,900	\$2,624,300
Miscellaneous Revenue				
Fund	<u>0</u>	<u>275,000</u>	<u>0</u>	<u>275,000</u>
TOTAL	\$166,500	\$509,900	\$2,222,900	\$2,899,300
V. RELATED SERVICES:				
FROM:				
General				
Fund	\$445,000	\$175,300	\$2,217,100	\$2,837,400
Displaced Homemaker				
Fund			170,000	170,000
Hazardous Materials/Waste Enforcement				
Fund			67,800	67,800
Miscellaneous Revenue				
Fund		15,000		15,000
Federal Grant				
Fund	<u>148,100</u>	<u>122,800</u>	<u>2,839,800</u>	<u>3,110,700</u>
TOTAL	\$593,100	\$313,100	\$5,294,700	\$6,200,900
GRAND TOTAL	\$47,326,200	\$5,878,000	\$30,991,400	\$84,195,600

SECTION 2. EXEMPTIONS FROM OBJECT TRANSFER LIMITATIONS. Postsecondary Programs within the Division of Career Technical Education is hereby exempted from the provisions of Section 67-3511(1) and (3), Idaho Code, allowing unlimited transfers between object codes for all moneys appropriated to it for the period July 1, 2021, through June 30, 2022. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

1 SECTION 3. REAPPROPRIATION AUTHORITY. There is hereby reappropriated
2 to the Division of Career Technical Education any unexpended and unencum-
3 bered balances appropriated to the Division of Career Technical Education
4 from the Federal Grant Fund for fiscal year 2021 to be used for nonrecurring
5 expenditures for the period July 1, 2021, through June 30, 2022. The Office
6 of the State Controller shall confirm the reappropriation amount, by fund,
7 expense class, and program, with the Legislative Services Office prior to
8 processing the reappropriation authorized herein.

9 SECTION 4. In addition to the appropriation made in Section 1, Chap-
10 ter 187, Laws of 2020, and any other appropriation provided by law, there is
11 hereby appropriated to the Division of Career Technical Education for Dedi-
12 cated Programs \$125,000 from the General Fund to be expended for trustee and
13 benefit payments for the period July 1, 2020, through June 30, 2021.

14 SECTION 5. An emergency existing therefor, which emergency is hereby
15 declared to exist, Section 4 of this act shall be in full force and effect on
16 and after passage and approval.

**CONSENT
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TAB	DESCRIPTION	ACTION
11	PPGA – ACCOUNTABILITY OVERSIGHT COMMITTEE APPOINTMENTS	Action Item
12	PPGA – DATA MANAGEMENT COUNCIL APPOINTMENTS	Action Item
13	SDE – EMERGENCY PROVISIONAL CERTIFICATES	Action Item
14	SDE – NORTHWEST NAZARENE UNIVERSITY – EDUCATOR PREPARATION PROGRAM – MASTER OF SOCIAL WORK	Action Item

BOARD ACTION

I move to approve the consent agenda.

CONSENT
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SUBJECT

FY 2022 Idaho Opportunity Scholarship Educational Costs

REFERENCE

April 2016	The Board set the FY 2017 maximum annual award amount at \$3,000, expected student contribution at \$3,000 and educational cost for each institution.
December 2016	Board reviewed annual State Scholarship Report.
April 2017	The Board set the FY 2018 maximum annual award amount at \$3,500, expected student contribution at \$3,000 and educational cost for each institution.
December 2017	Board reviewed annual State Scholarship Report.
April 2018	The Board set the FY 2019 maximum annual award amount at \$3,500, expected student contribution at \$3,000 and educational cost for each institution.
December 2018	Board reviewed annual State Scholarship Report.
April 2019	The Board set the FY 2020 maximum annual award amount at \$3,500, expected student contribution at \$3,000 and educational cost for each institution.
December 2019	Board reviewed annual State Scholarship Report.
April 2020	The Board set the FY 2021 maximum annual award amount at \$3,500, expected student contribution at \$3,000 and educational cost for each institution.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-4303, Idaho Code, Idaho Opportunity Scholarship
IDAPA 08.01.13, Rules Governing the Opportunity Scholarship Program

BACKGROUND/ DISCUSSION

The legislature appropriated approximately \$27.7M in the FY 2021 budget for Scholarships and Grants managed by the Office of the State Board of Education. This amount was reduced for the Governor's Holdback to \$27.0M. This amount is made up of approximately \$21.1M from the General Fund, \$1M from Miscellaneous Revenue, \$4.5M in federal funds, and \$400,000 from the Opportunity Scholarship Program Fund. The FY 2021 appropriation increased the available funds for the Idaho Opportunity Scholarship by \$7M before the holdback. In addition to the Idaho Opportunity Scholarship, the Scholarships and Grants appropriation covers the Work Study Program, Armed Forces and Public Safety Officer Scholarship, GEARUP Idaho Scholarship, and the Postsecondary Credit Scholarship. The GEARUP Idaho Scholarship is part of a state and federal cooperative program.

The Idaho Opportunity Scholarship is a hybrid scholarship combining academic merit with financial need and is based on a shared model of responsibility between the state and the student. Students must meet the minimum academic merit requirement set in Administrative Code to be eligible. Eligible students are then

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ranked based on a combination of need and merit. Need is based on the students' expected family contribution calculated on the Free Application for Federal Student Aid (FAFSA) at the time of application and makes up 70% of the weighting used for ranking students. The remaining 30% is based on the students' cumulative grade point average. Beginning in FY 2019, the Board was authorized to award up to 20% of the amount appropriated for the Idaho Opportunity Scholarship for adult students who have earned at least 24 credits toward a certificate or degree and who return to complete a certificate or degree. Pursuant to Idaho Code §33-4303, the purpose of the Idaho Opportunity Scholarship is to:

- a. Recognize that all Idaho citizens benefit from an educated citizenry;
- b. Increase individual economic vitality and improve the overall quality of life for many of Idaho's citizens;
- c. Provide access to eligible Idaho postsecondary education through funding to remove financial barriers;
- d. Increase the opportunity for economically disadvantaged Idaho students; and
- e. Incentivize students to complete a postsecondary education degree or certificate.

Idaho Administrative Code, IDAPA 08.01.13.03, Rules Governing the Opportunity Scholarship Program, requires the Board to annually set: (1) the educational costs for attending an eligible Idaho postsecondary institution; and (2) the amount of the assigned student responsibility as part of the shared model of responsibility.

The educational cost is the amount determined annually by the Board as necessary for student tuition, fees, books and other such expenses reasonably related to attendance at an eligible Idaho postsecondary educational institution. Pursuant to IDAPA 08.01.13, these amounts are required to be set for each eligible institution. Staff recommendations are based on the institutions' published educational cost for fulltime undergraduate students attending two semesters per year.

While not required by statute or rule, the Board has historically set a maximum award amount in order to increase the number of awardees. The award amount received by the student may not exceed the student's actual cost of tuition and fees. When a student's cost for tuition and fees is over the maximum award amount, the award is limited to the set maximum award amount. Should the Board choose not to set a maximum award amount, the award would be limited by the actual cost to the student of tuition and fees and the maximum educational cost. A student's actual costs are not typically known at the time the initial awards are made. The maximum award amount allows for staff to make preliminary estimates of the total amount needed to cover awards in a given year, thereby allowing more awards to be distributed earlier.

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Regardless of whether the student attended a 2-year or a 4-year institution, in FY 2021 the majority of students received awards at or near the maximum award amount. The following table shows the total funds distributed for the Opportunity Scholarship by academic year attended, the number of students awarded, and the average amount of the award for that year.

School Year	Amount	Number of Awards	Average Award Amount
2014-2015	\$4,916,579	1,465	\$3,440
2015-2016	\$5,146,248	1,868	\$2,881
2016-2017	\$9,868,532	3,454	\$2,857
2017-2018	\$11,418,815	3,724	\$3,066
2018-2019	\$14,197,231	4,318	\$3,288
2019-2020	\$20,809,523	6,206	\$3,352
2020-2021	\$20,533,644	6,248	\$3,270

Of the awards made for the 2020-21 school year, 113 awardees earned the scholarship under the provisions established for Adult Learners.

Individual student award amounts for the Opportunity Scholarship are calculated based on: the educational cost for the institution the student attends, the student contribution amount, other scholarships and financial aid the student receives, actual tuition costs and the maximum award amount. Students may use scholarships and grants that do not come from institutional, state, or federal funds to offset the student contribution amount. Student loans are not included in the calculation of the eligible award amount.

As an example, based on the proposed amounts, if a student attends the University of Idaho with a set educational cost of \$21,898, the Opportunity Scholarship award amount would be calculated as follows:

	<u>Student A</u>	<u>Student B</u>	<u>Student C</u>
Educational Cost for Institution	\$21,898	\$21,898	\$21,898
Student Contribution	\$3,000	\$3,000	\$3,000
Other scholarships and financial aid	<u>\$10,000</u>	<u>\$15,000</u>	<u>\$5,000</u>
Total Remaining	\$8,898	\$3,898	\$13,898
Maximum Eligible Award Amount	\$3,500	\$3,300	\$3,500

The actual award amount for each student may be further adjusted based on how other scholarships and financial aid are required to be applied and the actual amount charged to the student. Payments are deposited into the students institution account on the students' behalf.

IMPACT

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Setting the educational cost and student contribution amounts fulfills the Board's responsibilities under administrative rule. Combined with setting the maximum award amount, this action will enable Board staff to begin processing applications and finalizing award determinations for FY 2022.

ATTACHMENTS

Attachment 1 – Educational Costs at Institutions

STAFF COMMENTS AND RECOMMENDATIONS

As of April 9, 2021 the Legislature had approved the FY 2022 Special Programs Budget and the appropriation was awaiting the Governor's signature. This budget includes the appropriation for statewide scholarships and grants. Senate Bill 1187 (2021) would appropriate \$22.16M from general funds, \$1M from miscellaneous revenue, and \$4.5M in federal funds for scholarship awards made for the 2021-2022 school year. As of agenda publication, the appropriation bill has passed the Idaho Senate and the Idaho House of Representatives.

To be eligible for the Idaho Opportunity Scholarship a student must meet the minimum academic requirements established in Idaho Code, and Administrative Code.

Pursuant to Section 33-4303, Idaho Code, an eligible student must:

- be an Idaho resident as defined in section [33-3717B](#), Idaho Code;
- have graduated or will graduate from an accredited high school or its equivalent in Idaho;
- have enrolled or applied to an eligible Idaho postsecondary educational institution;
- is a postsecondary undergraduate student who has not previously completed a baccalaureate (bachelor's) degree or higher; and
- meets need and merit criteria as set by the Board.

The need and merit requirements set by the Board are established in IDAPA 08.01.13:

- 2.7 GPA or higher (or its equivalent as determined by a college entrance exam), adult learners may apply with a 2.5 GPA;
- in good standing with postsecondary institution if renewing;
- completed the applicable course load requirements for renewal; and
- completed the FAFSA by the deadline.

Traditional applicants must attend full-time and meet the minimum applicable credit requirements, individuals with 24 or more earned credits who were granted the scholarship under the adult learner provision may attend part time, within the minimum part time credit hour requirements.

Scholarships are awarded based on the student ranking until the appropriated amount is expended. Up to 20% of the scholarship may be set aside for adult

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learners with some credits and no degree, however, due to the low number of adult learner applicants a much smaller amount is set aside each year.

Based on the educational costs for each eligible institution, staff recommends the FY 2022 educational cost for the Idaho Opportunity Scholarship award formula to be set for each public institution as follows:

1. \$21,898 for students attending University of Idaho (.4% increase over FY 2021)
2. \$25,522 for students attending Boise State University (5.0% increase over FY 2021)
3. \$23,092 for students attending Idaho State University (.3% decrease over FY 2021)
4. \$19,222 for students attending Lewis-Clark State College (.6% increase over FY 2021)
5. \$14,824 for students attending College of Eastern Idaho (0.0% increase over FY 2021)
6. \$14,650 for students attending College of Southern Idaho (2.5% increase over FY 2021)
7. \$16,773 for students attending College of Western Idaho (2.8% increase over FY 2021)
8. \$14,992 for students attending North Idaho College (0.0% increase over FY 2021)

Pursuant to IDAPA 08.01.13, the FY 2022 educational cost for the Idaho Opportunity Scholarship award formula for students attending eligible Idaho private, not-for-profit postsecondary institutions must be the average of the amount set for the four public 4-year institutions. For FY2022, this amount would be \$22,434.

Staff recommends:

- The FY 2022 student contribution remain \$3,000, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution
- The maximum award amount remain \$3,500 for FY 2022.

BOARD ACTION

I move to approve the FY 2022 educational cost for the Idaho Opportunity Scholarship award be set not to exceed the amounts set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the Opportunity Scholarship maximum award amount for FY 2022 to be set at \$3,500.

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Moved by_____ Seconded by_____ Carried Yes_____ No_____

AND

I move to approve the FY 2022 student contribution be set at \$3,000 and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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ATTACHMENT 1

University of Idaho	\$21,898
Boise State University	\$25,522
Idaho State University	\$23,092
Lewis-Clark State College	\$19,222
College of Eastern Idaho	\$14,824
College of Southern Idaho	\$14,650
College of Western Idaho	\$16,773
North Idaho College	\$14,992

CONSENT
APRIL 21, 2021

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year contract for Seton Sobolewski, Head Women's Basketball Coach

REFERENCE

June 2011

The Idaho State Board of Education (Board) approved a four year employment agreement with Head Women's Basketball Coach Seton Sobolewski

June 2014

The Board approved a two year, eleven month employment agreement with Head Women's Basketball Coach Seton Sobolewski

August 2018

The Idaho State Board of Education (Board) approved a five year employment agreement with Head Women's Basketball Coach Seton Sobolewski

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In June 2018, the Board approved a five (5) year employment contract with Seton Sobolewski as the Head Women's Basketball Coach terminating May 23, 2023. Coach Sobolewski has continued to lead ISU Women's Basketball to perform at an extremely high level academically, and athletically. Twice in the last 3 years the Women's Basketball Team has had a perfect APR of 1,000, and most recently a 991. The team GPA is a 3.71 with students performing in exemplary fashion across rigorous programs. This season Coach Seton Sobolewski was honored as Big Sky Conference Co-Coach of the Year, led the team to the Big Sky Conference Regular Season Championship, and won the Big Sky Conference Tournament Championship, earning a bid to the NCAA Tournament. Idaho State University (ISU) requests approval to enter into a new five (5) year contract with Coach Sobolewski as Head Women's Basketball Coach as an effort to continue to retain a high performing coach who is central to the positive culture of ISU Athletics, and who repeatedly performs among the top 3 teams in the Big Sky Conference, by extending term of years and granting a small salary increase.

IMPACT

The new contract will be for five (5) years, extending from 5/23/2021 to 5/22/2026. The previous salary of \$119,496 is increased to \$130,000.00 with incentives as follows:

- 1/26 of annual salary for BSC Regular Season Championship

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- 1/26 of annual salary for NCAA Tournament Berth
- \$4,000 for earning a Single Year APR of 985-999 or \$8,000 for earning a Single Year APR of 1,000
- \$3,500 for achieving 18-19 NCAA DI Wins or \$5,000 for achieving 20 NCAA DI Wins
- NCAA Tournament Round Wins, 1st = \$3,000; 2nd = \$6,000; 3rd = \$9,000; 4th = \$12,000; 5th = \$15,000; 6th = \$18,000
- \$1,500 for each win in a WNIT appearance
- \$10,000 for participating in media, fundraising, and public appearances

*All bonuses are contingent upon the ISU Women's Basketball team maintaining a multi-year APR Score of 950 or above

ATTACHMENTS

Attachment 1 – Proposed Clean Contract
Attachment 2 – Redline from Model
Attachment 3 – Redline from Current Contract
Attachment 4 – APR Summary
Attachment 5 – Salary and Incentive Sheet
Attachment 6 – Liquidated Damages Sheet
Attachment 7 – Max Compensation Calculation

STAFF COMMENTS AND RECOMMENDATIONS

The base pay in the employment agreement reflects Coach Sobolewski's current base salary and includes athletic incentive amounts of winning the conference championship as proposed in Attachment 7. The contract also calls for \$20,000 in liquidated damages if Coach terminates the contract at any time for convenience. The proposed employment agreement is in substantial conformance with the Board's model contract and consistent with other coaches' contracts in the Big Sky Conference. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a five (5) year employment agreement with Seton Sobolewski, Head Women's Basketball Coach, commencing on July 1, 2021 and terminating on May 22, 2026, at a base salary of \$130,000 and supplemental compensation provisions, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

(MODEL ATHLETICS MULTI-YEAR CONTRACT)
(template adopted by Idaho State Board of Education, December, 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Seton Sobolewski (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Women's Basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Chief Executive Officer (Chief Executive Officer).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.8 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on July 1, 2021 and terminating, without further notice to Coach, on May 22, 2026 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$130,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief Executive Officer and approved by the Board;
- b) Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- d) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular-season conference champion or co-champion, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to 1/26th of Coach's Annual Salary

during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berth, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to 1/26th of Coach's Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere, and the Team's single-year APR national ranking based on attainment of the following levels:

<u>Single Year APR</u>	<u>Incentive Pay</u>
985-999	\$4,000.00
1000	\$8,000.00

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

3.2.4 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women's Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

3.2.5 Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00
Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

3.2.6 Each year the Team advances in the WNIT Women's Basketball Post-Season Tournament, and if Coach continues to be employed as the University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	32 Teams	1 st win	\$1,500.00
Round 2	16 Teams	2 nd win	\$1,500.00
Round 3	8 Teams	3 rd win	\$1,500.00
Round 4	4 Teams	4 th win	\$1,500.00
Round 5	2 Teams	5 th win	\$1,500.00

Possible bonus computation total for winning WNIT Women's Basketball Post-Season Tournament: \$7,500.00

3.2.7 Coach shall receive the sum of \$10,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs, fundraising and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth women's basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's basketball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of employment as head

Women's Basketball coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

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

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit B. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Women's Basketball conference of which the University is a member.

4.1.5 Coach is responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

4.1.6 Coach shall be responsible to ensure that institutional staff members as described in 4.1.5 complete the following specific compliance related activities:

- a) Attendance of Coach and Assistant Coaches at all rules education programs.
- b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus.
- c) Thorough, honest, and forthcoming completion of compliance forms.
- d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute

adequate cause for discipline up to and including dismissal or termination.

- e) The routine requesting of rules interpretations.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief Executive Officer.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's Chief Executive Officer for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's Chief Executive Officer whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties

prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

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

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-

athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first.

Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: twenty thousand dollars (\$20,000.00). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated

damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party

or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University Handbook.

ARTICLE 6

6.1 Board Approval This Agreement shall not be effective unless approved by the Board and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the Board, the Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

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

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the <u>University</u> :	Director of Athletics 921 So. 8 th Ave. Stop 8173 Pocatello, ID 83209
with a copy to:	Kevin Satterlee, President 921 So. 8 th Ave. Stop 8310 Pocatello, ID 83209
Coach:	Seton Sobolewski Last known address on file with University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

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

University

Coach

Signature: _____
 Printed Name: Kevin Satterlee
 Chief Executive Officer
 Date: _____

Signature: _____
 Printed Name: Seton Sobolewski
 Date: _____

Approved by the Idaho State Board of Education on the ____ day of _____, 20__.

[*Note: Multiyear employment agreements requiring Board approval are defined Board Policy II.H.]

(MODEL ATHLETICS MULTI-YEAR CONTRACT)
 (template adopted by Idaho State Board of Education, _____, December,
 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between
 _____ (Idaho State University (University) ~~(College)~~), and
 _____ Seton Sobolewski (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate (Sport) Women's Basketball team (Team) ~~(or Director of Athletics)~~. Coach ~~(Director)~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University ~~(College)~~'s Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University ~~(College)~~'s Chief Executive Officer (Chief Executive Officer).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.8 (depending on supplemental pay provisions used) shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on _____ May 23 July 1, 2021 and terminating, without further notice to Coach, on _____ May 22, 2026 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in

writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University ~~(College)~~.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

- a) ~~a)~~ An annual salary of \$ \$130,000.00 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and Chief Executive Officer and approved by the Board;
- b) Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.
- cb) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University ~~(College)~~ and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- de) The opportunity to receive such employee benefits as the University ~~(College)~~'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular-season conference champion or co-champion ~~and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs)~~, and if Coach continues to be employed as University (College)'s head (Sport)Women's Basketball coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ 1/26th of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post season) eligibility are is~~ achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team ~~is ranked in the top 25 in the (national rankings of sport's division)~~ either wins the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berth, and if Coach continues to be employed as University (College)'s head (Sport)Women's Basketball coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to ~~(amount or computation)~~ 1/26th of Coach's Annual Salary ~~in effect on the date of the final poll~~ during the fiscal year in which the post-season participation is achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation)~~ \$8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere, and the Team's single-year APR national ranking based on attainment of the following levels: Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.

<u>Single Year APR</u>	<u>Incentive Pay</u>
<u>985-999</u>	<u>\$4,000.00</u>
<u>1000</u>	<u>\$8,000.00</u>

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed

above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

3.2.4 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women's Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better. Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief Executive Officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.

3.2.5 Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00
Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

3.2.6 Each year the Team advances in the WNIT Women's Basketball Post-Season Tournament, and if Coach continues to be employed as the University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	32 Teams	1 st win	\$1,500.00
Round 2	16 Teams	2 nd win	\$1,500.00
Round 3	8 Teams	3 rd win	\$1,500.00

Round 4	4 Teams	4 th win	\$1,500.00
Round 5	2 Teams	5 th win	\$1,500.00
<u>Possible bonus computation total for winning WNIT Women's Basketball Post-Season Tournament: \$7,500.00</u>			

3.2.7 Coach shall receive the sum of ~~(amount or computation)~~\$10,000 from the University ~~(College)~~ or the University ~~(College)~~'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs, fundraising and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. ~~This sum shall be paid (terms or conditions of payment)~~The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 (SUMMER CAMP—OPERATED BY UNIVERSITY—(COLLEGE))
Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth (Sport)women's basketball camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)~~'s (Sport)women's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University ~~(College)~~'s summer (Sport)women's basketball camps, the University ~~(College)~~ shall pay Coach ~~(amount)~~any net revenues resulting from the camp per year as supplemental compensation during each year of employment as head (Sport)Women's Basketball coach at the University ~~(College)~~. This amount shall be paid within thirty (30) days after all camp bills have been paid ~~(terms of payment)~~.

~~(SUMMER CAMP—OPERATED BY COACH)~~ Coach may operate a summer youth (Sport) camp at the University ~~(College)~~ under the following conditions:

- ~~a) — The summer youth camp operation reflects positively on the University ~~(College)~~ and the Department;~~
- ~~b) — The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University ~~(College)~~ personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) — Assistant coaches at the University ~~(College)~~ are given priority when Coach or the private enterprise selects coaches to participate;~~

- d) ~~Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- e) ~~Coach or the private enterprise enters into a contract with University (College) and (campus concessionaire) for all campus goods and services required by the camp.~~
- f) ~~Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- g) ~~Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as Exhibit A.~~
- h) ~~Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff-\$1 million; (2) catastrophic coverage: camper and staff-\$1 million maximum coverage with \$100 deductible;~~
- i) ~~To the extent permitted by law, Coach or the private enterprise shall defend and indemnify the State of Idaho, the University (College) and the Board against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- j) ~~All employees of the summer youth camp(s) shall be employees of Coach or the private enterprise and not the University (College) while engaged in camp activities. Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by Coach after the effective date of such termination, suspension,~~

~~or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2. ~~97~~ Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name)Adidas to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an Adidas— (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), Adidas, or give a lecture at an event sponsored in whole or in part by (Company Name)Adidas, or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head (Sport)Women's Basketball coach. In order to avoid entering into an agreement with a competitor of Adidas— (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name)Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University (College) to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University (College) to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University ~~(College)~~, the Board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University ~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit B. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University ~~(College)~~'s ~~(Faculty Staff)~~ Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the (Sport)Women's Basketball conference of which the University ~~(College)~~ is a member.

4.1.5 Coach is responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

4.1.6 Coach shall be responsible to ensure that institutional staff members as described in 4.1.5 complete the following specific compliance related activities:

- a) Attendance of Coach and Assistant Coaches at all rules education programs.
- b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus.
- c) Thorough, honest, and forthcoming completion of compliance forms.
- d) The prompt and complete disclosure of circumstances or facts that

may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination.

e) The routine requesting of rules interpretations.

4.1.4.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief Executive Officer.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s Chief Executive Officer for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the Board, the conference, or the NCAA (or NAIA).

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team

competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

ARTICLE 5

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

5.1.1 In addition to the definitions contained in applicable rules and regulations, University (College) and Coach hereby specifically agree that the following

shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

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

- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University ~~(College)~~'s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College)~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the

amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University ~~(College)~~ health insurance plan and group life insurance as if Coach remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University ~~(College)~~ after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, the following sum: twenty thousand dollars (\$20,000.00). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University ~~(College)~~'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive

any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University ~~(College)~~'s student-athletes or otherwise obstruct the University ~~(College)~~'s ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University ~~(College)~~ ~~(Faculty Staff)~~ Handbook.

ARTICLE 6

6.1 Board Approval This Agreement shall not be effective unless approved by the Board and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the Board, the Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University ~~(College)~~'s rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the _____ courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University ~~(College)~~'s direction or for the University ~~(College)~~'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College)~~. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University ~~(College)~~.

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

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University ~~(College)~~.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University ~~(College)~~: Director of Athletics
921 So. 8th Ave. Stop 8173
Pocatello, ID 83209

with a copy to: Chief Executive Officer Kevin Satterlee, President
921 So. 8th Ave. Stop 8310
Pocatello, ID 83209

Coach: _____ Seton Sobolewski
 Last known address on file with
University ~~(College)~~'s Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University ~~(College)~~'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board if required under Board Policy II.H.

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

University ~~(College)~~

Coach

Signature: _____
 Printed Name: _____ Kevin
Satterlee
 Chief Executive Officer
 Date: _____

Signature: _____
 Printed Name: _____ Seton
Sobolewski
 Date: _____

Approved by the Idaho State Board of Education on the ____ day of _____,
20__.

[*Note: Multiyear employment agreements requiring Board approval are defined Board
Policy II.H.]

(MODEL ATHLETICS MULTI-YEAR CONTRACT)
(template adopted by Idaho State Board of Education, December, 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and SETON SOBOLEWSKI (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Women's Basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Chief ~~e~~Executive ~~e~~Officer (Chief ~~e~~Executive ~~e~~Officer).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~3.2.810~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on ~~the date of approval~~ May 23 July 1, 2021 and terminating, without further notice to Coach, on May 23, 2023 22, 2026, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Board of Education. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE

3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of ~~\$110,011.20~~\$130,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief ~~e~~Executive ~~e~~Officer and approved by the University's Board of Trustees;
- a)b) Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.00.
- b)c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- e)d) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular-season conference champion or co-champion, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to 1/26th of Coach's Annual Salary

during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berth, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1, the University shall pay Coach supplemental compensation in an amount equal to 1/26th of Coach's Annual Salary during the fiscal year in which the post- season participation achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$8,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of payment(s) shall be at the discretion of the Chief ~~E~~xecutive ~~e~~Officer in consultation with the Director, ~~and approved by the University Board of Trustees.~~ The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's ~~four~~single-year APR national ranking based on attainment of the following levels:

<u>Single Year APR</u>	<u>Incentive Pay</u>
<u>985-999</u>	<u>\$4,000.00</u>
<u>1000</u>	<u>\$8,000.00</u>

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
<u>50-59%</u>	<u>\$ 2,000.00</u>
<u>60-69%</u>	<u>\$ 4,000.00</u>
<u>70-79%</u>	<u>\$ 6,000.00</u>
<u>80% or above</u>	<u>\$ 8,000.00</u>

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

3.2.4 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women's Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

~~3.2.5 Women's Basketball "Money" games. The University must pay to Coach an additional three (3) percent of the contract supplement.~~

~~amount for any Women's Basketball "money" game that the Team plays or five (5) percent of the contractual payment amount for any Women's Basketball "money" game that Team wins.~~

~~3.2.63.2.5~~ Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00
Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

~~3.2.73.2.6~~ Each year the Team advances in the WNIT Women's Basketball Post-Season Tournament, and if Coach continues to be employed as the University's head Women's Basketball coach as of the ensuing July 1st the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	32 Teams	1 st win	\$1,000.00 1,500.00
Round 2	16 Teams	2 nd Win	\$2,000.00 1,500.00
Round 3	8 Teams	3 rd win	\$3,000.00 1,500.00
Round 4	4 Teams	4 th win	\$4,000.00 1,500.00
Round 5	2 Teams	5 th win	\$5,000.00 1,500.00

Possible bonus computation total for winning WNIT Women's Basketball Post-Season Tournament: ~~\$15,000.00~~7,500.00

~~3.2.83.2.7~~ The Coach shall receive the sum of \$10,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the

~~Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.~~

3.2.93.2.8 (SUMMER CAMP-OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth Women's Basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's basketball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of his employment as head Women's Basketball coach at the University, or, at Coach's option, to be exercised no later than May 1 of each year, direct those net revenues as an enhancement to the Women's Basketball program budget at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

~~(SUMMER CAMP-OPERATED BY COACH) Coach may operate a summer youth Women's Basketball camp at the University under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University and Chartwells for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University facilities including Reed Gymnasium.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary~~

~~"Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

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

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

3.2.94 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Women's Basketball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach ~~CONSENT~~ ~~BAHR~~ Coach will not endorse any athletic footwear, ~~TABLE Page 6~~

equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the ~~University's governing b~~Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies; rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit ~~CB~~. The applicable laws, policies, rules, and regulations include: (a) ~~State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual~~Board policies; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Women's Basketball conference of which the University is a member.

4.1.5 Coach is responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

4.1.6 Coach shall be responsible to ensure that institutional staff members as described in 4.1.5 complete the following specific compliance related activities:

- a) Attendance of Coach and Assistant Coaches at all rules education programs.
 - b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus.
 - c) Thorough, honest, and forthcoming completion of compliance forms.
 - d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination.
 - e) The routine requesting of rules interpretations.
- 4.1.4.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the Chief eExecutive eOfficer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief eExecutive eOfficer.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's Chief eExecutive eOfficer for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's Chief eExecutive eOfficer whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law **CONSENT TO RELEASE**, and regulations of the University, the University's governing **TABLE 1 Page 8**

the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief ~~e~~Executive ~~e~~Officer and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.74.8

4.84.9 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

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

regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing bBoard, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing bBoard, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing bBoard, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing bBoard, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

i)

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or ~~his~~ the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. ~~provided however,~~ ~~if~~ in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, which shall be the first.

Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. ~~Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment.~~ Coach further agrees to repay to University all compensation ~~paid to him by~~ received from the University after the date other employment is obtained. ~~he obtains other employment, to which he is not entitled under this provision.~~

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, the following sum: twenty thousand dollars (\$20,000). The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur

administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4 Termination due to Disability or Death of Coach.

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

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

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but

hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval ~~(if required: multiyear employment agreements which require Board approval are defined in Section 11.H. of Board Policy).~~ This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this aAgreement shall be subject to the approval of the University's Board of Trustees, the Chief eExecutive eOfficer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees policies and University's rules regarding financial exigency.

6.2 University Property. All personal property, (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

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

6.9 Confidentiality. ~~The Coach hereby consents and agrees that this Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.~~

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: ~~Jeff Tingey~~, Director of Athletics
921 So. at Ave. Stop 8173
Pocatello, Idaho 83209

with a copy to: Kevin Satterlee, President
921 So. 8th Ave. Stop 8310
Pocatello, Idaho 83209

the Coach: Seton Sobolewski
Last known address on file with
University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's the Board of Trustees, if required under Section I1.H. of Board Policy.

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

UNIVERSITY

 8-27-18
Chief executive officer Date

COACH



Date

*Approved by the Board of Trustees on the day of , 2018.

[*Note: Multiyear employment agreements which require Board approval are defined in Section I1.H. of Board Policy]

IDAHO STATE UNIVERSITY

Women's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2016-17	2017-18	2018-19	2019-20
Women's Basketball	981	1000	1000	982
<i>National % Rank by Sport</i>	<i>60-70</i>	<i>60-70</i>	<i>80-90</i>	<i>*</i>

REPORT YEAR

Raw Score for single year
<i>Percentile Rank for Sport</i>

MULTI-YEAR APR (4-Year Rolling Average)

Women's Basketball	991	991	995	991
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* Percentile not available as 19.20 APR scores have not been made public yet

Big Sky Conference Women's Basketball Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Women's Basketball Coach (Seton Sobolewski) Contract

COACH	INSTITUTION	BASE SALARY	INCENTIVES
Bunky Harkleroad	Sacramento State	\$ 130,008.00	\$2,500 for BSC HC of the Year or Co-Head Coach of the Year \$2,500 for BSC Regular Season Championship \$5,000 for BSC Tournament Championship \$5,000 for undefeated BSC season \$5,000 for and At Large selection to the NCAA Tournament \$5,000 for each win in the first 2 rounds of the NCAA Tournament \$7,500 for reaching the round of 16 in the NCAA Tournament \$10,000 for each win after reaching the round of 16 in the NCAA Tournament \$2,000 for an invitation to the WNIT \$2,000 for each win in the WNIT \$2,500 for posting a four year rolling APR above 965 \$2,500 for a cumulative team GPA of 3.2 or higher
Valaida Harris	Weber State	\$ 115,000.00	\$2,500 for BSC Regular Season Championship \$2,500 for BSC Tournament Championship \$1,000 for single year APR of 950 or greater \$750 for BSC Coach of the Year \$3,000 for each win in Rounds 1, 2, 3, of NCAA Tournament to be shared by the coaching staff at the discretion of the Head Coach \$6,000 for each win AFTER round 3 of the NCAA Tournament to be shared by the coaching staff at the discretion of the Head Coach \$1,500 for each win in Rounds 1, 2, 3, of the WNIT to be shared by the coaching staff at the discretion of the Head Coach
Trcia Binford	Montana State	\$ 182,500.00	\$5,000 retention incentive each year Coach remains employed as of July 1st \$2,500 for each semester the team achieves a GPA of 3.45 or higher \$5,000 for each year the team achieves a GPA of 3.45 or higher \$10,000 for each year the team earns an APR of 985 \$5,000 for each year the department earns an APR of 985 \$5,000 for each year the team is placed in the top 10 of the annual team GPA recognition by the WBCA \$5,000 for exceeding 300 in season tickets sold in year 1 \$5,000 for exceeding 350 in season tickets sold in year 2 \$5,000 for exceeding 400 in season tickets sold in year 3 \$17,500 for each year Coach promotes and participates in fundraising activities, social activities, Booster functions, public speaking engagements, and ticket sales campaigns \$7,500 for BSC Coach of the Year or Co-Coach of the Year \$7,000 for recognition as a regional and/or national Coach of the Year \$5,000 for selection to the NCAA Tournament \$2,500 for selection to the WNIT \$5,000 for advancing to the 2nd Round of the NCAA Tournament \$5,000 for advancing to the Round of 16 of the NCAA Tournament \$5,000 for advancing to the Elite 8 of the NCAA Tournament \$10,000 for advancing to the Final Four of the NCAA Tournament \$25,000 for winning the NCAA Tournament \$5,000 for achieving 20-23 wins including regular and post season \$5,000 for achieving 24-28 wins including regular and post season \$7,500 for achieving 29 wins including regular and post season
			\$2,500 for 20 wins vs. Division I opponents \$5,000 for advancing to the NCAA Tournament

Lynn Kennedy	Portland State	\$ 146,504.00	\$5,000 for each NCAA Tournament win \$2,500 for advancing to the WNIT \$2,500 for each WNIT win \$5,000 for earning a single year APR of 940 or higher \$5,000 for earning a BSC regular season Championship, including a tie \$5,000 for earning BSC Coach of the Year
Loree Payne	Norther Arizona	\$ 145,000.00	\$3,000 for earning APR of 975; \$5,000 for earning APR of 987; \$7,000 for earning APR of 1,000 \$3,000 for earning a team GPA of 3.3; \$5,000 for earning a team GPA of 3.4; \$7,000 for earning a team GPA of 3.5 \$7,000 for BSC Regular Season Championship, including ties \$7,000 for BSC Tournament Championship \$7,000 for NCAA Tournament Appearance (Not AQ) \$3,000 for each NCAA Tournament win \$40,000 for NCAA National Championship \$3,000 for WNIT appearance \$7,000 for WNIT Championship \$4,000 for BSC Coach of the Year \$13,000 for National Coach of the Year
Jon Newlee	Idaho	\$ 139,713.00	One Thirteenth of annual salary for becoming eligible for the NCAA Tournament One Thirteenth of annual salary for a top 25 ranking in any published national final poll \$2,000 for BSC Coach of the Year \$1,500 for earning APR of 960 or higher \$18,000 for for participataion in media programs and public appearances \$5,000 for advancing to the Round of 16 of the NCAA Tournament \$3,500 for appearance in the WNIT \$1,000 for participation in the WBI Coach is entitled to a bonus equal to a Net Game Guarantee
Jenny Huth	Northern Colorado	\$ 132,967.00	\$5,000 for an increase of five (5) percent in home paid attendance revenue in current season over immediately preceding season \$10,000 for women's basketball student-athlete annual academic performance at or above 940 of the NCAA Academic Performance Rate \$5,000 for team grade point average (GPA) after Fall and Spring semester at or above 3.00 \$5,000 for women's basketball finishing in the top three (3) in Big Sky Conference regular season and/or achieving 20 wins \$5,000 for one or more women's basketball student-athletes' receipt of Big Sky Conference regular or post-season award; including honorable mention \$5,000 for winning or sharing the Big Sky Conference Women's Basketball regular season title or winning the Big Sky Conference Women's Basketball Tournament
Wendy Schuller	Eastern Washington	\$ 110,000.00	\$2,500 annual retention increase \$2,000 for BSC Regular Season Championship \$1,000 for each win in the BSC Tournament \$2,000 for BSC Tournament Championship \$5,000 for each win in the first 2 rounds of the NCAA Tournament to be shared with coaching staff at the discretion of the Head Coach \$7,500 for reaching the round of 16 in the NCAA Tournament to be shared with coaching staff at the discretion of the Head Coach \$10,000 for each win after reaching the round of 16 in the NCAA Tournament, to be shared with coaching staff at the discretion of the Head Coach \$1,000 for each non-NCAA post season win \$1,000 should the team cumulative GPA exceed 3.4 after the spring quarter, or if the multi-year APR is 975 or greater
Mike Petrino (INTERIM)	Montana	\$ 80,000.00	Incentives not included based on status as Interim Head Coach
Tracy Sanders	Southern Utah	\$ 110,000.00	\$3,000 for NCAA Tournament appearance \$2,000 for WNIT appearance \$2,000 for BSC Championship \$1,000 for achieving 20 NCAA Division I wins \$500 for single year APR of 980 or higher

			\$1,000 for single year APR of 1,000 \$350 for NCAA APR Recognition Award *All bonuses are contingent upon the Basketball team maintaining a multi-year APR Score of 950 or above
Seton Sobolewski	Idaho State	\$ 127,500.00	1/26 of annual salary for BSC Regular Season Championship 1/26 of annual salary for BSC Tournament Championship \$4,000 for earning a Single Year APR of 985-999 \$8,000 for earning a Single Year APR of 1,000 \$3,500 for achieving 18-19 NCAA Division I wins \$5,000 for achieving 20 or more NCAA Division I wins NCAA Tournament Round Wins, 1st = \$3,000; 2nd = \$6,000; 3rd = \$9,000; 4th = \$12,000; 5th = \$15,000; 6th = \$18,000 \$1,500 for each win in a WNIT appearance \$10,000 for participating in media, fundraising, and public appearances *All bonuses are contingent upon the ISU Women's Basketball team maintaining a multi-year APR Score of 950 or above

Big Sky Conference Women's Basketball Head Coach Salary and Incentives Chart
Supporting Information for ISU Head Women's Basketball Coach (Seton Sobolewski) Contract

COACH	INSTITUTION	LENGTH OF CONTRACT	2020 TOTAL COMPENSATION	LIQUIDATED DAMAGES CLAUSE?	TYPE OF LIQUIDATED DAMAGES CLAUSE	STRUCTURE OF LIQUIDATED DAMAGES
Bunky Harkleroad	Sacramento State	7/1/17 - 3/31/21	\$ 130,008.00	NO	Coach must inform the Director if Coach is seeking another position and obtain a release to do so.	
Valaida Harris	Weber State	7/23/18 - 3/31/21	\$ 115,000.00	YES	Flat Rate	\$20,000
Trcia Binford	Montana State	7/1/20 - 4/30/23	\$ 182,500.00	YES	Tied to value of compensation for years remaining on the contract	...Coach will pay University, as liquidated damages: an amount equal to that portion (pro-rata) of the Coach's Base salary and benefits remaining unpaid under this Agreement.
Lynn Kennedy	Portland State	7/1/18 - 6/30/23	\$ 146,504.00	YES	Flat Rate	\$30,000
Loree Payne	Northern Arizona	4/17/17 - 3/15/22	\$ 145,000.00	YES	Flat Rate	An amount equal to one year's base salary.
Jon Newlee	Idaho	7/1/19 - 6/30/23	\$ 139,713.00	YES	Sliding Scale	...if the Coach terminates with three or more years remaining liquidated damages shall be \$100,000; with less than 3 years but 2 or more years the liquidated damages are \$75,000; with less than 2 years but more than one year \$50,000; and the sum of zero with less than one year remaining.
Jenny Huth	Northern Colorado	7/1/19 - 4/30/23	\$ 132,967.00	YES	Flat Rate	\$60,000
Wendy Schuller	Eastern Washington	5/1/17 - 4/30/22	\$ 123,023.00	YES	Flat Rate	An amount equal to 6 months current base salary.
Mike Petrino (INTERIM)	Montana	4/1/20 - 6/30/21	\$ 80,000.00	NO	NA	NA
Tracy Sanders	Southern Utah	6/18/20 - 6/30/25	\$ 116,400.00	YES	Sliding Scale	...the sum of \$20,000 to SUU within 90 days of resignation should resignation occur with more than 2 years remaining in the employment agreement; liquidated damages will be scaled as follow each year; \$12,500 if resignation occurs with between one and two years remaining, \$7,500 minus earned and unpaid bonuses if resignation occurs with less than one year remaining.
Seton Sobolewski	Idaho State	8/27/18 - 5/23/23	\$ 120,011.00	YES	Flat Rate	\$20,000

Coach Seton Sobolewski Maximum Compensation Calculation: FY 2022-2027

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1	Annual Salary	\$ 130,000.00	\$ 136,000.00	\$ 142,000.00	\$ 148,000.00	\$ 154,000.00
3.2.1	Bonus: Regular Season Championship	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00
3.2.2	Bonus: NCAA Tournament Berth	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00
3.2.3	Bonus: Academic Achievement	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
3.2.4	Bonus: Win Record	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
*3.2.5	Bonus: NCAA Tournament Wins	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00
*3.2.6	Bonus: WNIT Tournament Wins	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
3.2.7	Bonus: Media, Fundraising and PR	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Maximum Annual Compensation Under Proposed Contract:		\$ 225,192.00	\$ 231,192.00	\$ 237,192.00	\$ 243,192.00	\$ 249,192.00

* Only one or the other of these bonuses may be achieved, not both.

UNIVERSITY OF IDAHO

SUBJECT

Private easement across UI West Farm

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In 1985 the Regents granted an easement across a portion of the University of Idaho West Farm. The easement was requested by an adjoining manufactured housing park owner to make connection to the City of Moscow's wastewater treatment system. The easement was never utilized and now the new owner of this adjoining property is being required by the State of Idaho to upgrade its current on-site wastewater treatment system by connecting to the municipal system. The current on-site wastewater system has periodically contaminated adjoining UI pasture. It has recently been determined that the approved but uninstalled 1985 system is ineffective as it does not provide a connecting route to the current municipal system and that simply extending the current easement route creates significant complications for UI operations. Consequently, the adjoining owner has proposed an alternative easement path that is acceptable to UI facility and land managers.

As a term of the proposed easement the University will be allowed to re-locate the easement at the other party's expense in the unlikely event UI needs the subject property for some other use. The proposed easement is non-exclusive, permitting other non-conflicting uses and the grant will be conditioned upon termination of the older, more problematic easement location.

IMPACT

The proposed non-exclusive easement has been located to minimize potential interference with UI operations and the terms of the easement provide future flexibility for uses not currently anticipated.

ATTACHMENTS

Attachment 1 – Draft easement
Attachment 2 – Exhibit Drawings

STAFF COMMENTS AND RECOMMENDATIONS

The easement as proposed provides better flexibility and environmental health for the University of Idaho. This approach to addressing the wastewater issue creates flexibility for the University, both now and in the future. Staff recommends approval.

CONSENT
APRIL 21, 2021

BOARD ACTION

I move to approve the request by the University of Idaho for Board approval to grant the draft easement in substantial conformance with the draft presented, and to authorize the Vice President for Finance and Administration for the University of Idaho to execute all necessary transaction documents for conveying the subject property rights as described above.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

NON-EXCLUSIVE PRIVATE SANITARY SEWER EASEMENT

This NON-EXCLUSIVE PRIVATE SANITARY SEWER EASEMENT (this "Grant") is made this ____ day of _____, 2021, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho ("Grantor"), whose address is Vice President for Finance and Administration, University of Idaho, 875 Perimeter Dr MS 3168, Moscow ID 83844-3168 and APPALOOSA, LLC, an Idaho Limited Liability Company, whose address is 931 Harold St, Moscow ID 83843 ("Grantee").

RECITALS

A. In 1985 Grantor entered into an easement agreement with Marie Lew. That easement was recorded as Instrument #346536 in the Latah County Recorder's Office. The 1985 easement was intended to benefit Grantee's parcel (the "Benefiting Parcel"), and the legal description for the Benefiting Parcel is attached here as Exhibit A. That easement, which was granted "for the purpose of installing, maintaining, and repairing a sanitary sewer" for the Benefiting Parcel, was never installed or otherwise utilized as granted and the described property for that easement has been determined by the Grantee and current owner of the Benefiting Parcel to be ineffective for the purposes for which it was granted.

B. Grantee is now requesting Grantor replace the 1985 grant of easement and Grantor has agreed to grant such replacement to Grantee as a non-exclusive private sanitary sewer easement with related access across a portion of Grantor's property. The parcel of land subject to this Grant is described in the attached Exhibit B (the "Easement Parcel").

C. As consideration for such Grant, Grantee has agreed to terminate the existing easement (Latah County Recorder's Instrument #346536) and record such termination or release in the public records of Latah County.

D. The Easement Parcel is to be utilized by Grantee for limited access and to construct, install, operate, maintain, repair, replace, and remove a private sewer line connecting the Benefiting Parcel to the City of Moscow's existing municipal wastewater system at a point located within Grantor's property. The continued use of Easement Parcel by Grantor its agents, contractors, tenants, licensee's and invitees is limited by this Grant as explicitly provided herein.

NOW, THEREFORE, in consideration of the recitals above which are incorporated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. GRANT: Grantor hereby grants and conveys to Grantee, its successors, agents, and assigns, subject to all the terms, conditions and warranties contained herein, a perpetual (subject to the terms of this Grant), non-exclusive easement, for the purpose of construction, installation, operation, maintenance, repair, replacement and removal of improvements necessary for a private sewer line and its related access, in the Easement Parcel, as further described in the attached Exhibit C (the "Easement"). Grantor also grants to Grantee a license for entry upon Grantor's property adjacent to the Easement Parcel for the purpose of installation, repair, servicing, maintenance, and removal related to the Easement (the "License"). However, Grantee

shall submit prior written notice requesting the time and place for which permission to enter is desired to Grantor (acting through the University of Idaho's Assistant Vice President for Facilities Services or other designee identified by its Division of Finance and Administration). Grantor's approval for entry shall not be unreasonably withheld. Subject to the requirement for notice and Grantor's reasonable withholding of permission of a specific time and place for entry, License shall be irrevocable for the term of the Easement.

2. NOTICE: Any notice under this Grant shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time-to-time direct in writing:

If to Grantor:

Vice President, Finance and Administration
University of Idaho
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

If to Grantee:

Appaloosa, LLC
931 Harold St
Moscow ID 83843

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

3. BINDING EFFECT: All provisions of this Grant, including the benefits and burdens, are binding upon and inure to the benefit, obligation, and use of the successors, agents, and assigns of the parties hereto. This Grant shall be a burden upon the Grantor's Property, for the benefit of and appurtenant to the Benefitting Parcel and shall run with the land.

4. RESTRICTIONS, LIMITATIONS AND NON-EXCLUSIVE RIGHT: Anything in this instrument to the contrary notwithstanding, Grantee agrees to the following conditions:

a. Grantor warrants that it has the right to grant Easement over Easement Parcel, as anticipated in this Agreement. Subject to the foregoing, the Easement herein granted is subject to all easements and encumbrances of record and is non-exclusive, provided that later-granted easements shall be subject to Grantee's rights and uses established herein and shall in no way impede Grantee's use of Easement. Grantor does not warrant that any pre-existing easements and encumbrances do not exist or that the subject property is otherwise suitable for Grantee's intended use. Easement Parcel shall be used for no other purposes than those supporting its use to transport effluent from the Benefitting Parcel (and only the Benefitting Parcel) to the City of Moscow municipal wastewater system as described in Exhibit C;

b. All pipes, equipment, and their related components and supporting infrastructure placed within the Easement Parcel by Grantee, or Grantee's agents or contractors pursuant to this instrument ("Grantee's Improvements") shall remain the property of Grantee;

c. Grantor and its successors and assigns shall retain the right to full use of the surface and subsurface of the Easement Parcel including but not limited to future installation of fencing, irrigation systems, livestock shelter and other improvements deemed necessary for Grantor's continued use of Easement Parcel; provided however that such Grantor proposed improvements shall not interfere with the purpose of this Easement, impede reasonable access to the Easement, or violate any local, state or federal regulation related to the use of the Easement. Except as specifically provided in Section 8 herein, Grantor shall not make improvements within the Easement Parcel which might interfere with the limited purposes for which this Easement is granted to Grantee, without the written permission of the Grantee, which permission shall not be withheld by Grantee;

d. Upon completion of any installation, maintenance, repair, replacement or removal, Grantee shall restore surface terrain to its original grade and vegetative cover and restore any fences, roadways and other improvements altered or damaged during Grantee's installation, maintenance, repair, replacement or removal. Grantee shall continuously maintain the private sanitary sewer line to meet all federal, state and local regulations and in a way which will not cause any discharge of effluent on the surface or subsurface of the Easement Parcel or any other part of Grantor's property;

e. After recording this instrument, Grantee shall provide Grantor a certified copy of the recorded instrument showing the date and instrument number of recording, along with evidence sufficient to Grantor to demonstrate termination or release of the 1985 easement is recorded in the Latah County Recorder's Office.

5. INDEMNITY: Grantee shall indemnify, defend and save Grantor, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses (including, without limitation, reasonable attorneys' fees) which Grantor may incur as a result of any third-party claims made against Grantor based upon an act or omission of the Grantee, and Grantee's agents contractors, tenants, licensees and invitees, in their use of the Easement Parcel under this Grant or Grantee's use of its license to enter upon Grantor's property adjacent to the Easement Parcel. If any action, claim or demand is made against Grantor for any act or omission of the Grantee or Grantee's agents, contractors, licensees and invitees, Grantee agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against Grantor, and also, including all attorneys' fees and costs associated with any appeal proceeding.

6. REMEDIES: In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Grant, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and costs, and also including reasonable attorney's fees and costs associated with any appeal proceedings. The failure of Grantor to insist upon strict performance of any of the terms or conditions of this Grant shall not be deemed a waiver of any rights or remedies that

Grantor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms or conditions of the Grant by the same or any other person.

7. **MODIFICATION:** The terms of this Grant shall not be modified unless expressly agreed to by both parties in writing.

8. **RELOCATION:** In the event Grantor elects to construct a building or make other improvement on Easement Parcel requiring the relocation of Easement to a new easement parcel, Grantee agrees that the Easement and Easement Parcel may be relocated at Grantee's sole expense. The replacement easement parcel shall be designated by Grantor and shall be reasonably equivalent in performing the purposes of the Easement as a route for a sanitary sewer line from the Benefiting Parcel to the City of Moscow's municipal wastewater system. In such event requiring relocation, Grantor shall provide Grantee with no less than 270 days' notice to remove all Grantee's Improvements from all or a portion of Easement Parcel as designated by Grantor, and Grantee may install the new sanitary sewer system into the replacement location designated by Grantor. In the event Grantee chooses to install easement (rather than terminate as provided by Section 9 of this Grant) into the new easement parcel, Grantor and Grantee shall amend and record the new grant to establish the new location and otherwise affirm that the terms of this Grant shall continue for the new easement and easement parcel.

9. **EASEMENT IMPROVEMENTS AND CONDITION OF PARCEL:** Grantee shall, at its sole cost and expense, construct, operate, maintain, repair, replace, and remove the Easement, and the fixtures and improvements therein as contemplated herein. Grantee shall promptly repair and restore the land and improvements whenever disturbed by the initial or any subsequent construction, maintenance, replacement or removal by Grantee or Grantee's agents or contractors; provided however, prior to any such construction, maintenance, repair, replacement or removal performed, Grantee shall notify and coordinate with Grantor regarding the schedule and methods of such subsequent construction, maintenance, repair, replacement, or removal. In the event Grantee fails to complete any work and restore the Easement Parcel surface and improvements to its prior condition, after thirty days written notice from Grantor to Grantee identifying the insufficiencies of the current condition, Grantor may at its sole discretion, restore the Easement Parcel (including any improvement) and Grantee shall reimburse Grantor for all reasonable costs associated therewith within thirty days from receipt of an invoice.

10. **TITLE INSURANCE:** Should Grantee so desire, at its sole expense, Grantee may apply for a title insurance policy insuring the easement hereby granted.

11. **REPRESENTATIONS AND WARRANTIES:** Grantor and Grantee represent and warrant as of the date herein that they and the person(s) executing on their behalf have the power and authority to execute this Grant and to perform Grantor's and Grantee's obligations herein and Grantor or Grantee have complied with all necessary corporate action to authorize this Grant.

12. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** Grantee hereby agree to comply in all respects with all, federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the Easement and Easement Parcel. Such compliance includes but is not limited to Grantee's obligation to prepare any draft state and federal notifications and permits required for private sanitary sewer systems and Grantee shall provide a draft of those notifications and permits to Grantor's Assistant Vice President of

Facilities Services or other designee as identified by Grantor's Division of Finance and Administration for review.

13. **TERMINATION:** Grantee may terminate this Grant upon express written consent by Grantor and by recording a release with the Latah County Recorder's Office in recordable form with directions for delivery of the same to Grantor, whereupon all rights, duties, and liabilities hereby created shall terminate. However, once construction and use have commenced, Grantee shall not be relieved of any unremedied obligation to repair or restore the Easement Parcel and improvements to its pre-Easement condition that have been caused by its initiation of use of the Easement Parcel as provided in the preceding sections of this Grant. Furthermore, in the event Grantee does not complete installation and initiate use by December 31, 2022, or continuously maintain its connection to the City of Moscow's municipal wastewater system, all the rights granted to Grantee herein shall terminate once Grantor, without further act or acknowledgement of Grantee, records a termination of this Grant, without any consent by or signature of Grantee. If there is a termination, release or abandonment of Easement, Grantee shall remove Grantee's Improvements at Grantee's sole expense and return the Easement Parcel and improvements to its pre-Easement condition or receive written agreement from Grantor in the event Grantee proposes to leave some property or improvements as they exist upon such termination or release.

IN WITNESS WHEREOF, the undersigned have caused this Grant to be executed.

GRANTOR: Board of Regents of the University of Idaho

By: _____
 Brian Foisy, Vice President for Finance & Administration
 University of Idaho

STATE OF IDAHO)
) ss.
 County of Latah)

On this _____ day of _____, 2021 before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Brian Foisy, known or identified to me to be the Vice President for Finance & Administration of the University of Idaho, The University that executed the within 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 _____

GRANTEE: Appaloosa, LLC

By: _____

Its: _____

Date: _____

STATE OF IDAHO)
) ss.
County of Latah)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the person who executed the instrument on behalf of Grantee.

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: _____

EXHIBIT A

“BENEFITTING PARCEL”

That part of the NE Quarter of the SW Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian, described as follows:

Beginning at the NE corner of the SW Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence North 88°45' West along the North boundary of said Southwest Quarter a distance of 634.0 feet; thence South 3°47' East 466.6 feet; thence South 3°04' West 711.1 feet; thence Northeasterly along the Center of the existing County Road 976.6 feet more or less to the East boundary of said Southwest Quarter; thence North along the East boundary of said Southwest Quarter 448.8 feet more or less to the point of beginning;

EXCEPTING THEREFROM the following described property:

Beginning at the Northeast corner of the SW Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence North 88°45' West along the North boundary of said Southwest Quarter, a distance of 634.0 feet; thence South 3°47' East 466.6 feet; thence South 3°04' West 225.8 feet to the TRUE POINT OF BEGINNING; thence South 31°20'18" East 206.79 feet; thence South 30°31'00" West 92.0 feet; thence South 59°29'00" East 119.0 feet; thence North 30°31'00" East 50.0 feet; thence South 59°29'00" East 52.5 feet to the center of the existing County Road; thence South 35°21'00" West 7.9 feet; thence South 44°09'00" West 88.8 feet; thence South 52°38'00" West 106.2 feet; thence South 65°43'00" West 84.6 feet; thence South 64°25'04" West 35.46 feet; thence North 3°04'00" East 485.3 feet to the TRUE POINT OF BEGINNING.

ALSO INCLUDING Commencing at the Northwest corner of the Southeast Quarter of Section 13, Township 39 North, Range 6 West Boise Meridian, and running thence Southerly along the West line of said Southeast Quarter 329.85 feet to a point; thence N. 41°35' E. 63.65 feet to a point; thence S. 48°25' E. 50.00 feet to a point; thence N. 41°35' E. 421.70 feet to a point on the North line; thence West along the North line of said Southeast Quarter 359.50 feet to the Point of Beginning.

EXHIBIT B

“EASEMENT PARCEL”

Sanitary Sewer Line Easement

A legal description for a 20.00 foot wide easement for a sanitary sewer line located in the Southwest Quarter of Section 7 and the Northwest Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, and the Northeast Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, being a strip of land centered over the following described line:

Commencing at the southeast corner of the Southwest Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian, Thence S87°50'06"W, 2711.27 feet along the south line of said Southwest Quarter, to the southwest corner of said Section 7, Thence N46°17'46"E, 529.26 feet to the **Beginning of this Easement**.

Thence S1°11'46"W, 253.72 feet;
 Thence S5°47'28"W, 252.81 feet;
 Thence S51°42'57"W, 330.00 feet;
 Thence S16°35'31"W, 336.71 feet;
 Thence S11°41'17"W, 279.02 feet;
 Thence S2°55'06"E, 123.76 feet;
 Thence S33°53'21"E, 190.48 feet;
 Thence S64°05'49"W, 182.32 feet;
 Thence S77°11'50"W, 163.68 feet;
 Thence S81°14'00"W, 360.00 feet;
 Thence S68°12'55"W, 150.00 feet;
 Thence S32°38'28"W, 187.14 feet to the southeasterly right-of-way line of the Old Pullman Road and the **End of the First Portion of this Easement**.

Thence S56°29'35" W, 1108.33 feet to the northwesterly right-of-way line of the Old Pullman Road and the **Beginning of the Second Portion of this Easement**:

Thence S63°52'02"W, 794.97 feet to the south line of the Northeast Quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian, the north line of the parcel of land described in Warranty Deed, Instrument #580279 and the **End of this Easement**, which bears S44°17'28"W, 3587.09 feet from the southwest corner of Section 7, Township 39 North, Range 5 West, Boise Meridian.

EXHIBIT C

“EASEMENT”

The Appaloosa Court Sewer Line Construction scope of work consists of constructing 950 linear feet of 4” pressure sewer line from the Appaloosa Court trailer park then connecting to 3,940 linear feet of 8-inch SDR 35 pvc gravity sewer line with manholes space a maximum of 400 feet apart. The project will traverse across University of Idaho property as shown on the construction drawing and terminating at the City of Moscow sewer line north of Sixth Street near Perimeter Drive. The project will require road and sidewalk patching with minimal grading for sewer line construction.

Construction drawings follow this page and are also a part of Exhibit C.

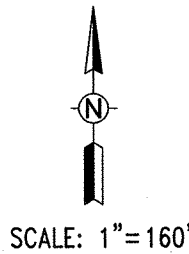
APPALOOSA COURT SEWER LINE

CITY OF MOSCOW LATAH COUNTY, IDAHO

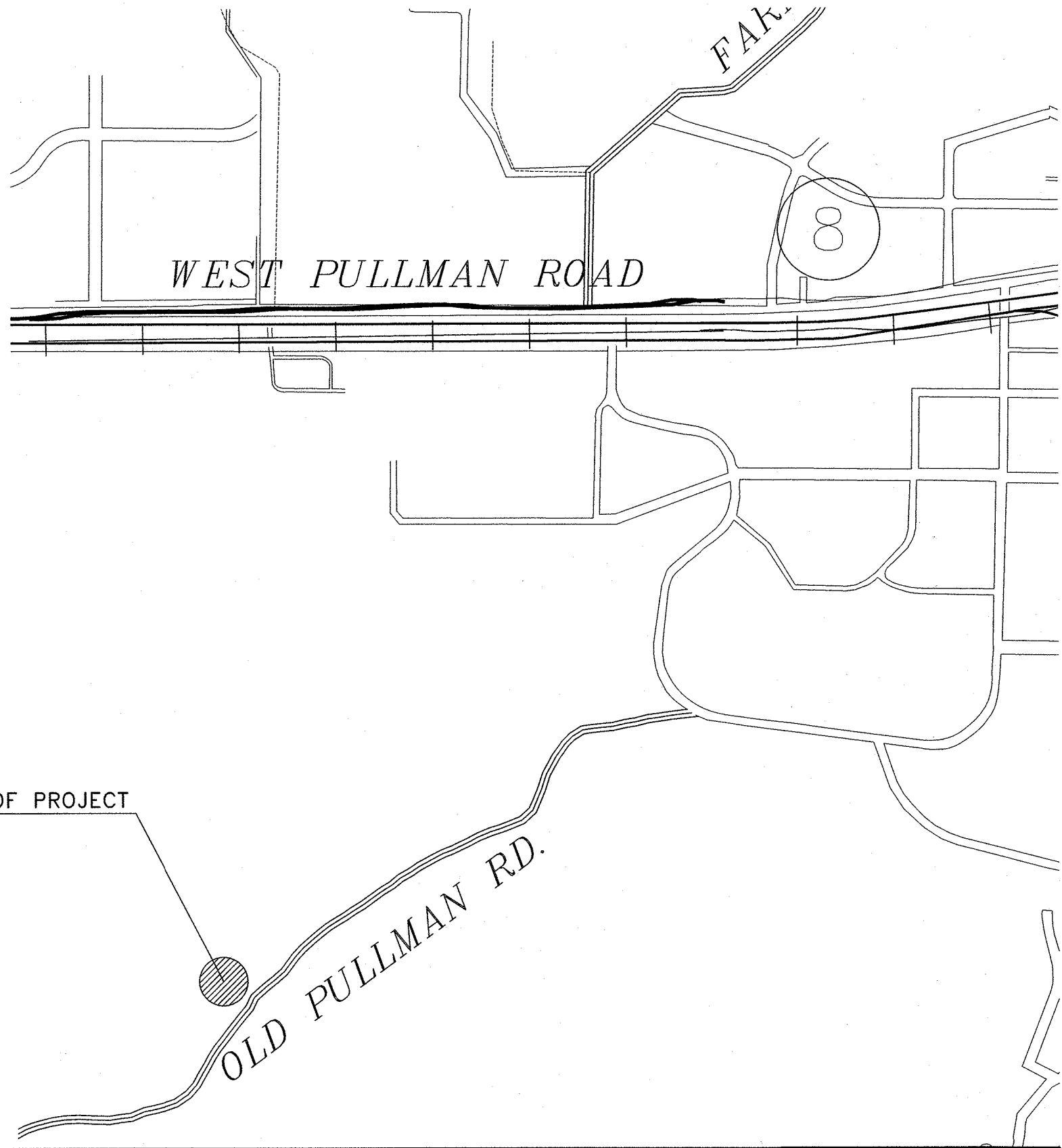
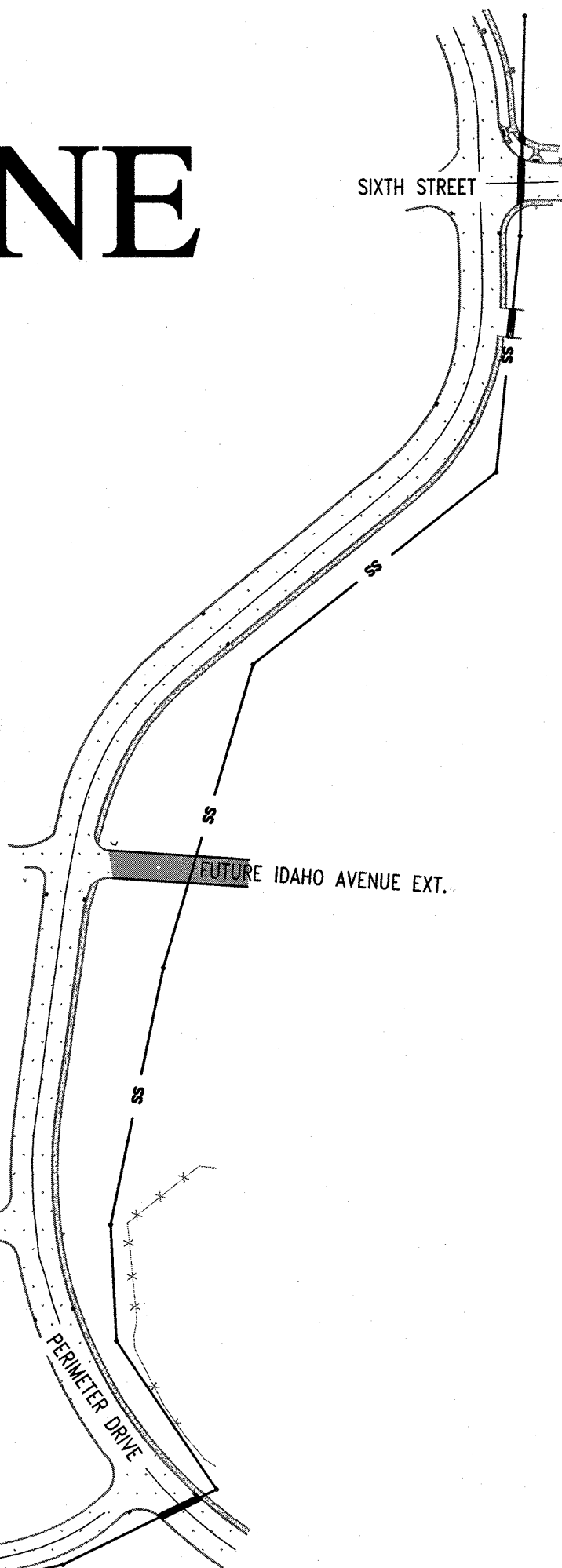
BASIS OF ELEVATION
THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD88, ESTABLISHED BY GPS.
THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER
SERVICE (OPUS).

DRAWING INDEX	
Sheet Number	Sheet Title
C1	COVER SHEET
C2	UTILITY LAYOUT PLAN
C3	PLAN AND PROFILE 1 - STA. 0+00 TO STA. 5+60
C4	PLAN AND PROFILE 2 - STA. 5+60 TO STA. 11+60
C5	PLAN AND PROFILE 3 - STA. 11+60 TO STA. 17+60
C6	PLAN AND PROFILE 4 - STA. 17+60 TO STA. 23+00
C7	PLAN AND PROFILE 5 - STA. 23+00 TO STA. 28+20
C8	PLAN AND PROFILE 6 - STA. 28+20 TO STA. 32+00
C9	PLAN AND PROFILE 7 - STA. 32+00 TO STA. 37+60
C10	PLAN AND PROFILE 8 - STA. 37+60 TO STA. 43+60
C11	PLAN AND PROFILE 9 - STA. 43+60 TO STA. 48+88
C12	GENERAL NOTES AND DETAILS

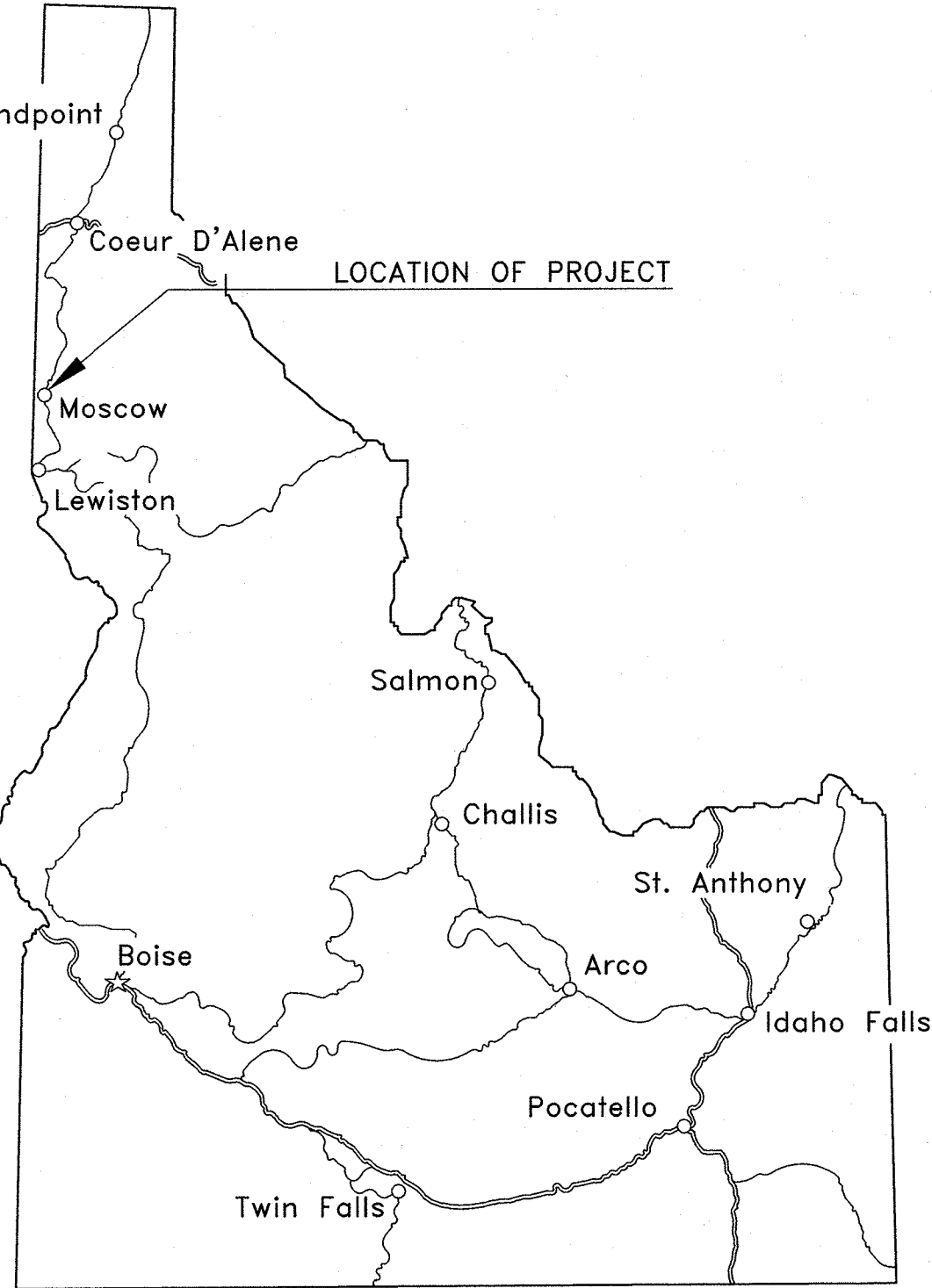
APPALOOSA COURT



SCALE: 1"=160'



VICINITY MAP



Know what's below.
Call before you dig.

ATTACHMENT 2

P.O. Box 6726
400 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520

PROFESSIONAL ENGINEER
LICENSED
13384
12-18-20
STATE OF IDAHO
SCOTT BECKER

APPALOOSA COURT SEWER LINE
COVER SHEET

RUSTY OLPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 310-4029

Designed By:	SB
Drafted by:	DW
Checked by:	SB
File Name:	4276 COVER.dwg
Tob:	COVER
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4276-02-20
Date:	12/17/2020

C1



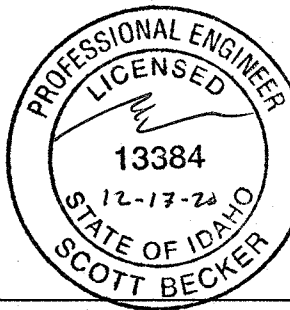
LEGEND

- | | |
|--|-------------------------------------|
| | MANHOLE |
| | SANITARY SEWER LINE |
| | CONCRETE PAVING |
| | ASPHALT PAVING |
| | EXISTING FIRE HYDRANT |
| | EXISTING WATER, IRRIGATION VALVE |
| | EXISTING WATER, IRRIGATION METER |
| | EXISTING POWER POLE |
| | EXISTING LIGHT POLE |
| | EXISTING GAS VALVE |
| | EXISTING FRANCHISE UTILITY PEDESTAL |
| | CENTER LINE |
| | EXISTING SANITARY SEWER LINE |
| | EXISTING STORM DRAIN LINE |
| | EXISTING SWALE |
| | EXISTING WATER LINE |
| | EXISTING COMMUNICATIONS LINE |
| | EXISTING GAS LINE |
| | EXISTING POWER LINE |
| | EXISTING CURB |
| | EXISTING CONCRETE PAVING |
| | EXISTING ASPHALT PAVING |



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APPALOOSA COURT SEWER LINE
UTILITY LAYOUT PLAN
RUSTY OLPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 316-4029

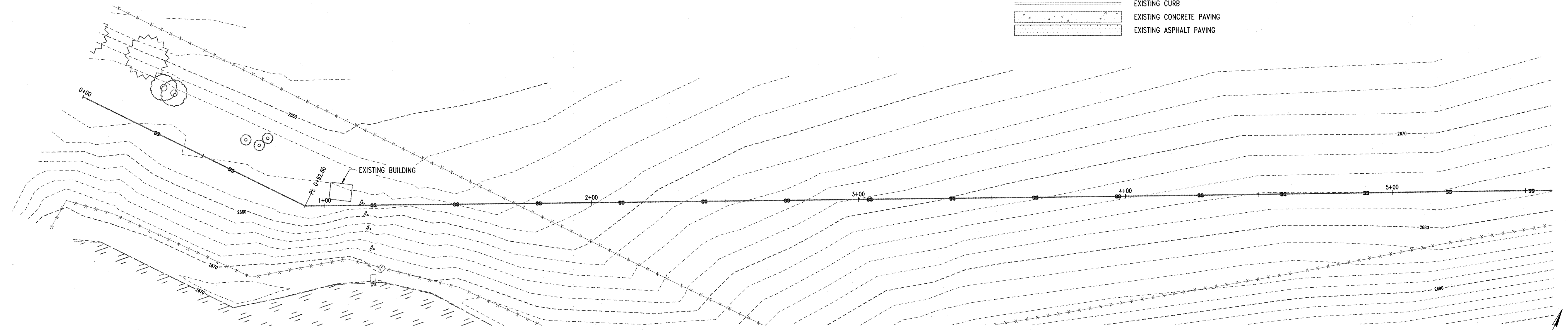
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Project:	4276-02-20
Date:	12/17/2020



Know what's below.
Call before you dig.

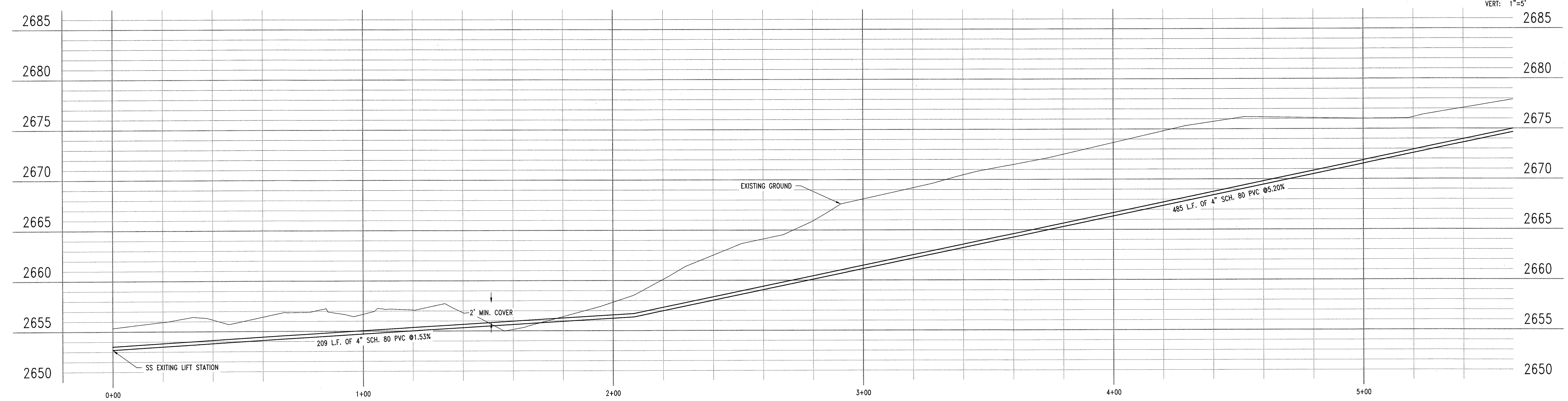
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|--|---------------------------------------|
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| | EXISTING FIRE HYDRANT |
| | EXISTING GAS, IRRIGATION, WATER VALVE |
| | EXISTING IRRIGATION METER |
| | EXISTING POWER POLE |
| | EXISTING LIGHT POLE |
| | EXISTING FRANCHISE UTILITY PEDESTAL |
| | EXISTING FENCE |
| | EXISTING CENTER LINE |
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| | EXISTING STORM DRAIN LINE |
| | EXISTING WATER LINE |
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| | EXISTING ASPHALT PAVING |



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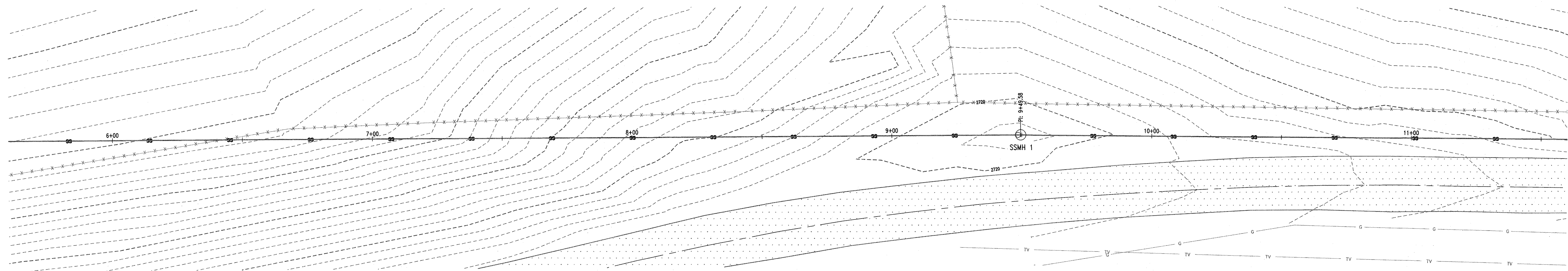
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VERT: 1"=5'



PLAN AND PROFILE 1 - STA. 0+00 TO STA. 5+60



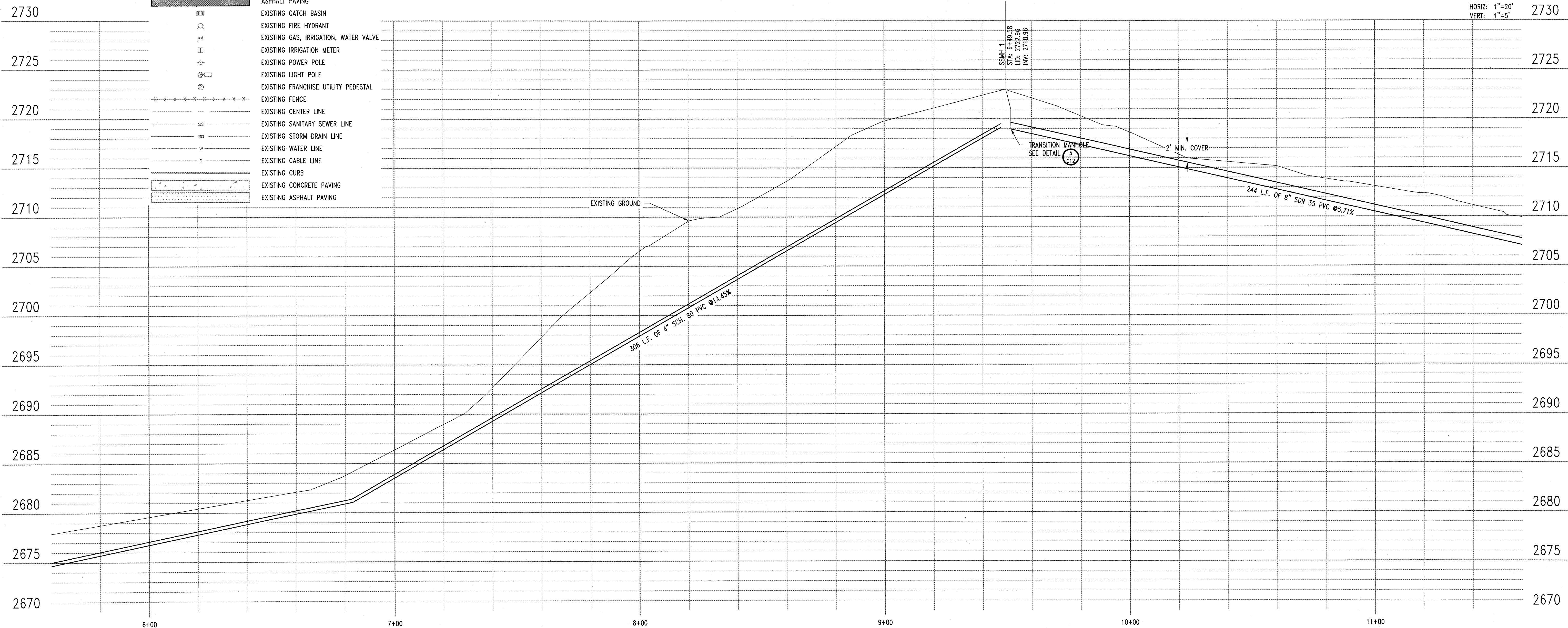
Know what's below.
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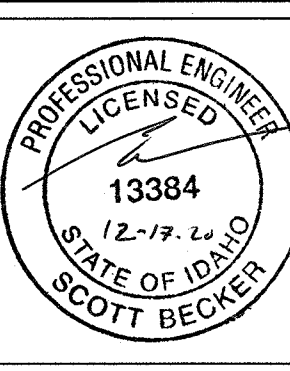
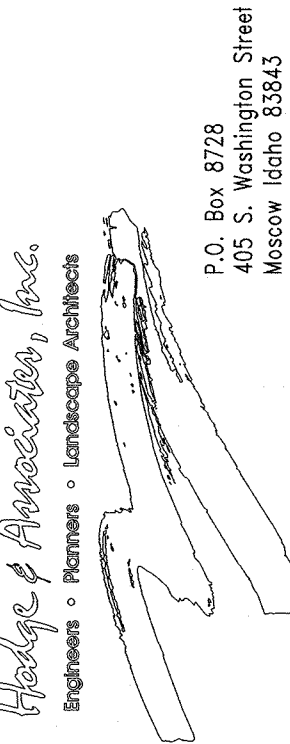
LEGEND

	MANHOLE
	SANITARY SEWER LINE
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	ASPHALT PAVING
	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING GAS, IRRIGATION, WATER VALVE
	EXISTING IRRIGATION METER
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING FRANCHISE UTILITY PEDESTAL
	EXISTING FENCE
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	EXISTING SANITARY SEWER LINE
	EXISTING STORM DRAIN LINE
	EXISTING WATER LINE
	EXISTING CABLE LINE
	EXISTING CURB
	EXISTING CONCRETE PAVING
	EXISTING ASPHALT PAVING

SCALE: 1"=20'
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VERT: 1"=5'



PLAN AND PROFILE 2 - STA. 5+60 TO STA. 11+60

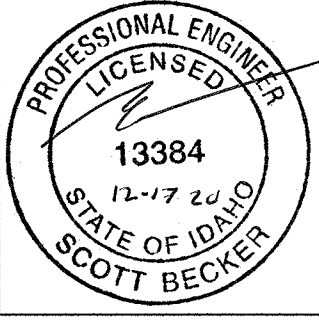


APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 2 - STA. 5+60 TO STA. 11+60
RUSTY OLPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 310-4029

Designed By:	SB
Drafted by:	DW
Checked by:	SB
File Name:	4276 PROFILE.dwg
Tob:	PROFILE 2
Layr Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4276-02-20
Date:	12/17/2020

C4

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(208) 882-3520



APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 3 - STA. 11+60 TO STA. 17+60
RUSTY OLPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 310-4029

Designed By:	SB
Drafted by:	DW
Checked by:	SB
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Date:	12/17/2020

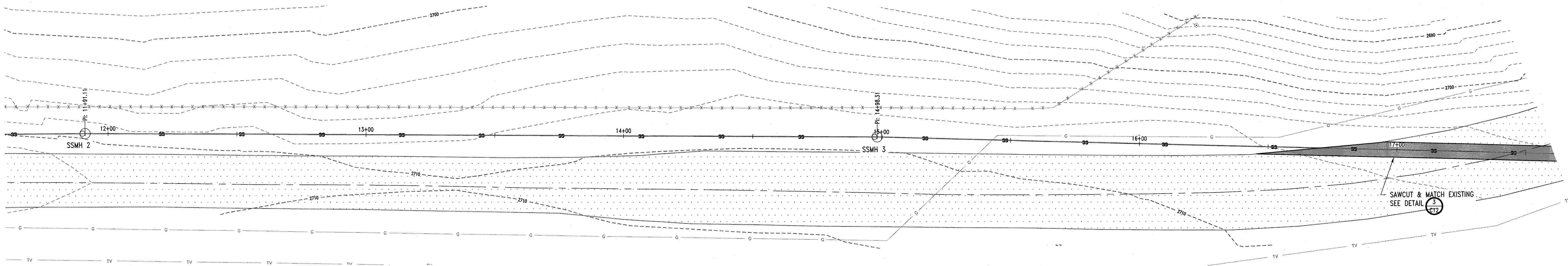
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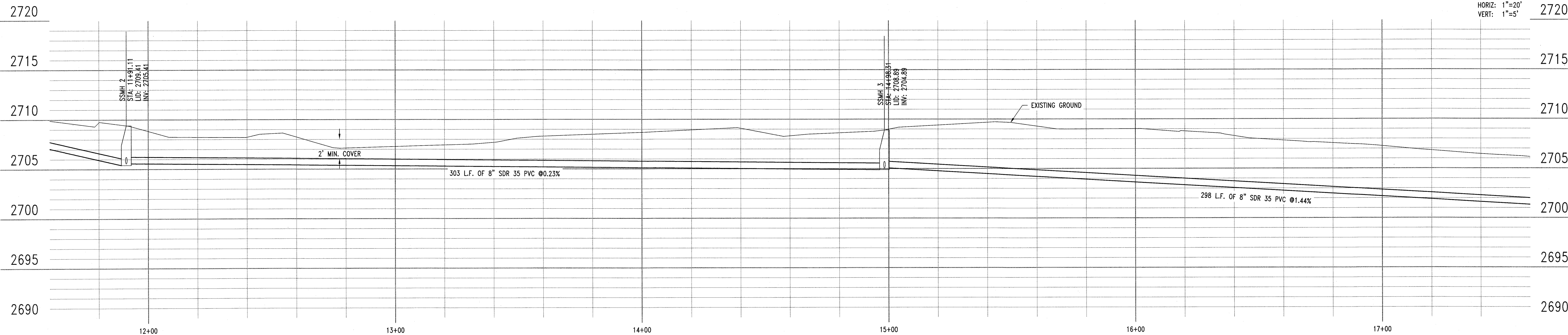
Know what's below.
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LEGEND

- MANHOLE
- SANITARY SEWER LINE
- CONCRETE PAVING
- ASPHALT PAVING
- EXISTING CATCH BASIN
- EXISTING FIRE HYDRANT
- EXISTING GAS, IRRIGATION, WATER VALVE
- EXISTING IRRIGATION METER
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING FRANCHISE UTILITY PEDESTAL
- EXISTING FENCE
- EXISTING CENTER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM DRAIN LINE
- EXISTING WATER LINE
- EXISTING CABLE LINE
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- EXISTING ASPHALT PAVING



SCALE: 1"=20'
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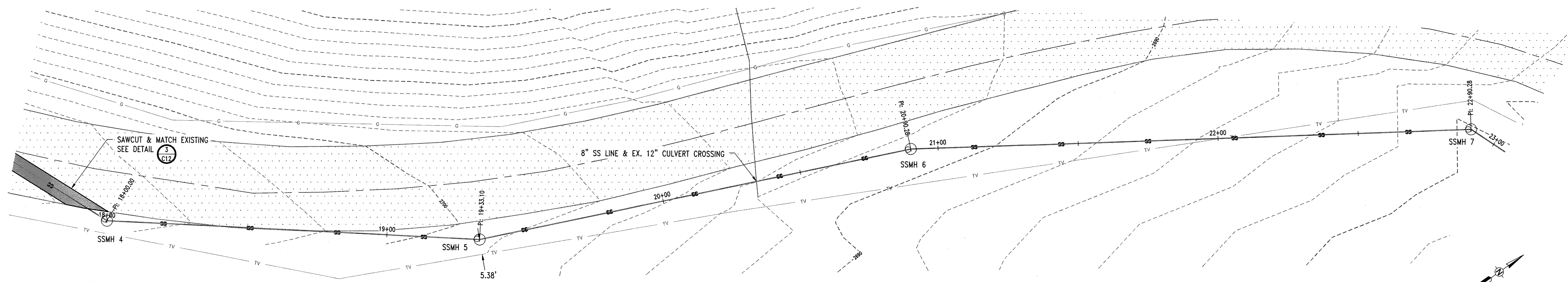
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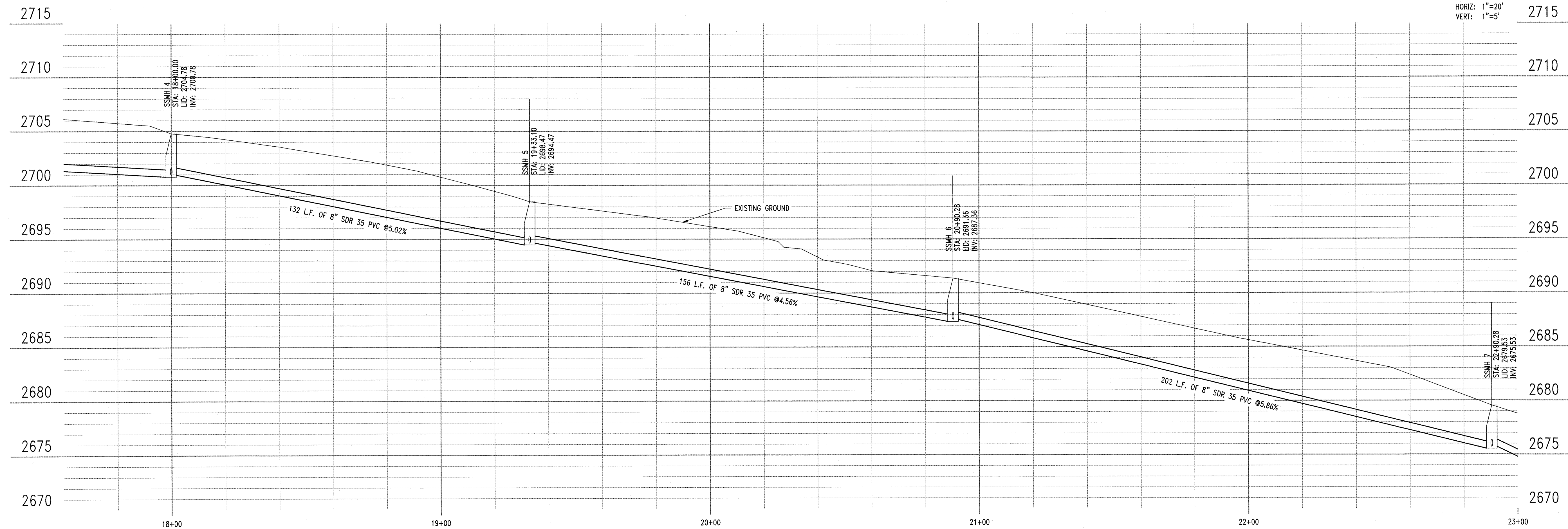
Know what's below.
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LEGEND

	MANHOLE
	SANITARY SEWER LINE
	CONCRETE PAVING
	ASPHALT PAVING
	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING GAS, IRRIGATION, WATER VALVE
	EXISTING IRRIGATION METER
	EXISTING POWER POLE
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	EXISTING FRANCHISE UTILITY PEDESTAL
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	EXISTING ASPHALT PAVING



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PLAN AND PROFILE 4 - STA. 17+60 TO STA. 23+00

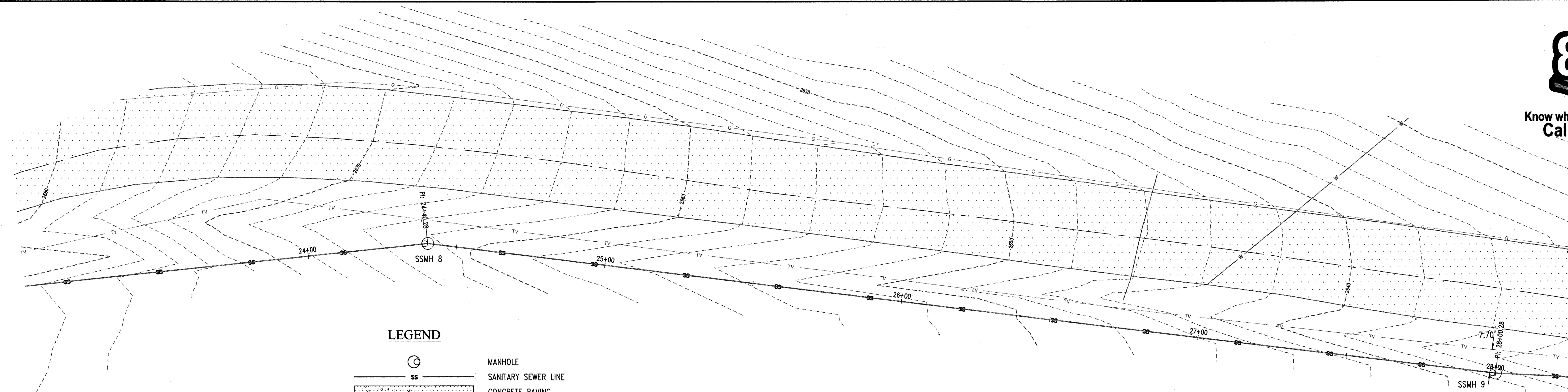
APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 4 - STA. 17+60 TO STA. 23+00
RUSTY OLPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 310-4029

Designed By:	SB
Drafted by:	DW
Checked by:	SB
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Layer Style:	STANDARD
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Project:	4276-02-20
Date:	12/17/2020

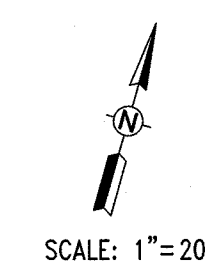
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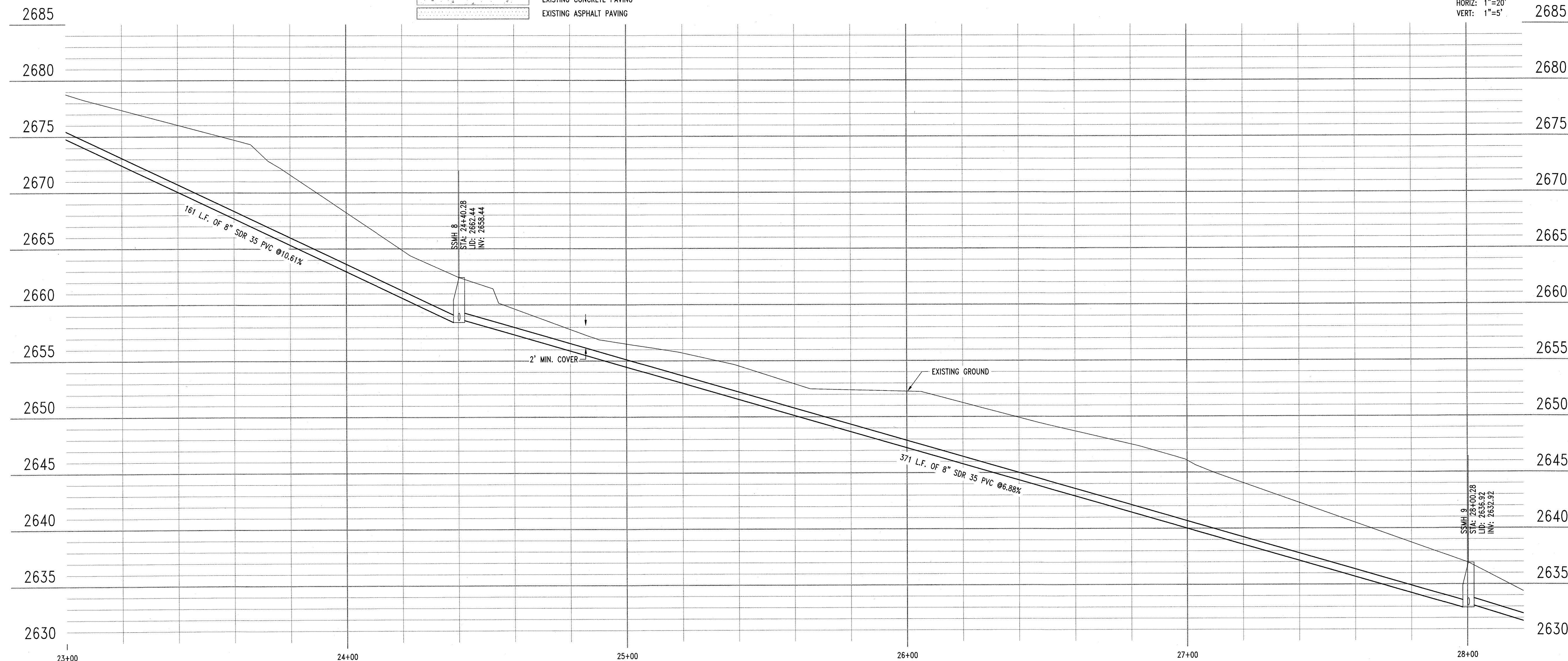
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LEGEND	
	MANHOLE
	SANITARY SEWER LINE
	CONCRETE PAVING
	ASPHALT PAVING
	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING GAS, IRRIGATION, WATER VALVE
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	EXISTING FRANCHISE UTILITY PEDESTAL
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	EXISTING STORM DRAIN LINE
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	EXISTING CABLE LINE
	EXISTING CURB
	EXISTING CONCRETE PAVING
	EXISTING ASPHALT PAVING



SCALE:
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VERT: 1"=5'



PLAN AND PROFILE 5 - STA. 23+00 TO STA. 28+20

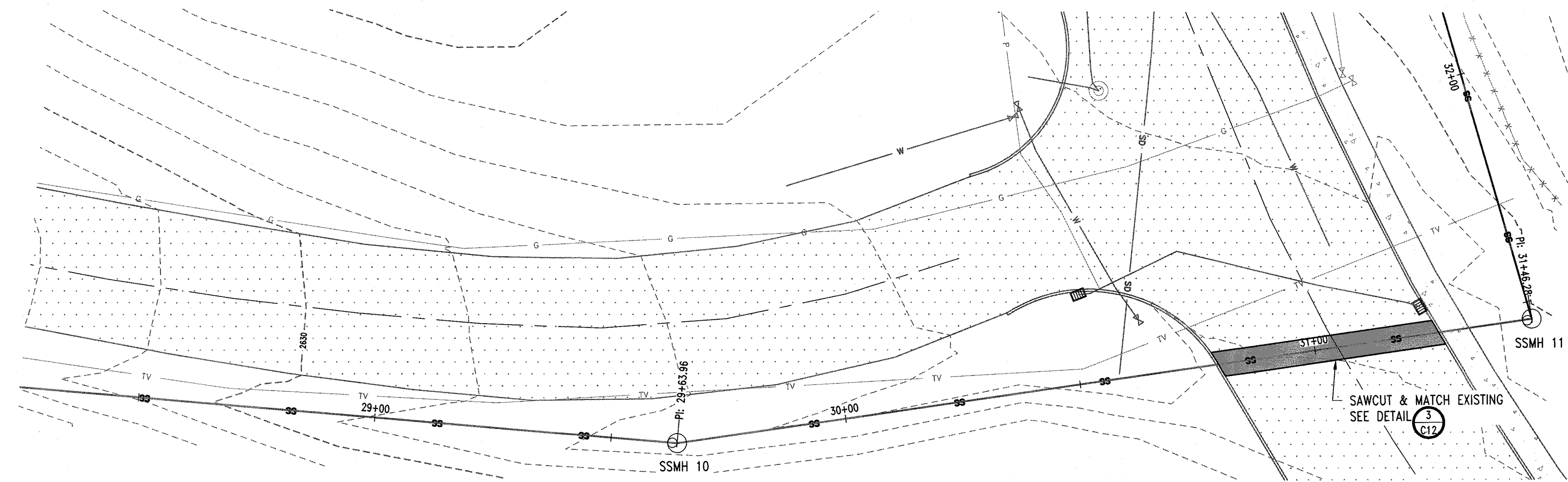
APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 5 - STA. 23+00 TO STA. 28+20
RUSTY OLPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 310-4029

Designed By:	SB
Drafted by:	DW
Checked by:	SB
File Name:	4276 PROFILE.dwg
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Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4276-02-20
Date:	12/17/2020

C7

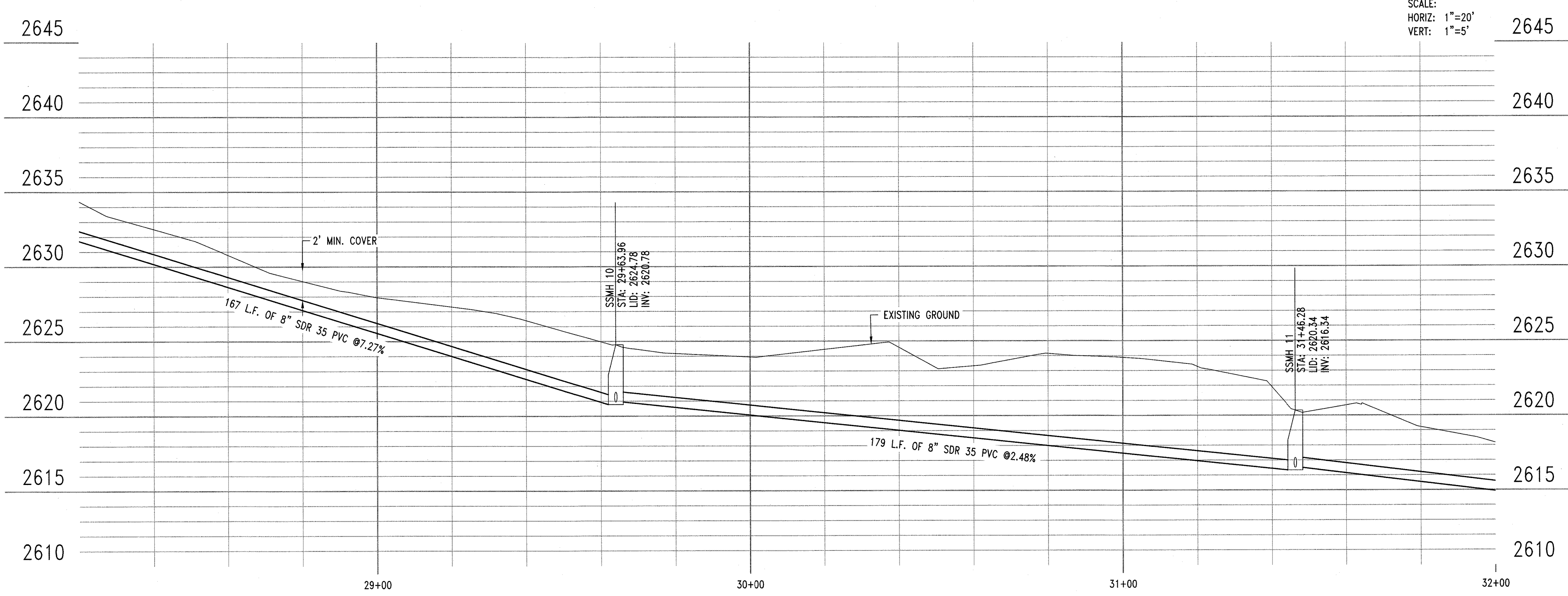


Know what's below.
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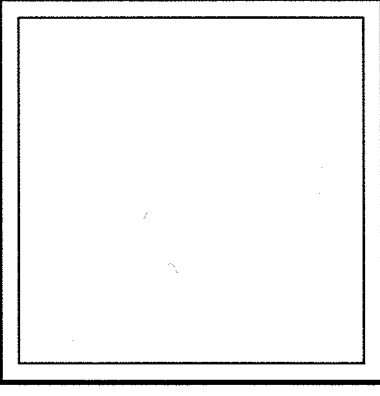
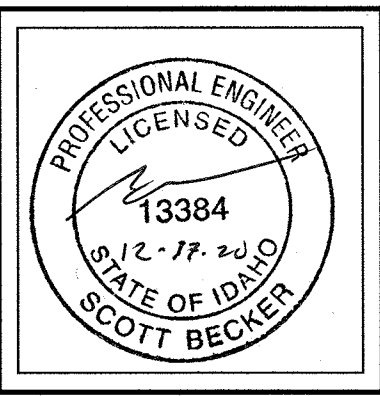
LEGEND	
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	SANITARY SEWER LINE
	CONCRETE PAVING
	ASPHALT PAVING
	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING GAS, IRRIGATION, WATER VALVE
	EXISTING IRRIGATION METER
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	EXISTING LIGHT POLE
	EXISTING FRANCHISE UTILITY PEDESTAL
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	EXISTING SANITARY SEWER LINE
	EXISTING STORM DRAIN LINE
	EXISTING WATER LINE
	EXISTING CABLE LINE
	EXISTING CURB
	EXISTING CONCRETE PAVING
	EXISTING ASPHALT PAVING

SCALE: 1"=20'
HORIZ: 1"=20'
VERT: 1"=5'



PLAN AND PROFILE 6 - STA. 28+20 TO STA. 32+00

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Moscow, Idaho 83843
(208) 882-5500



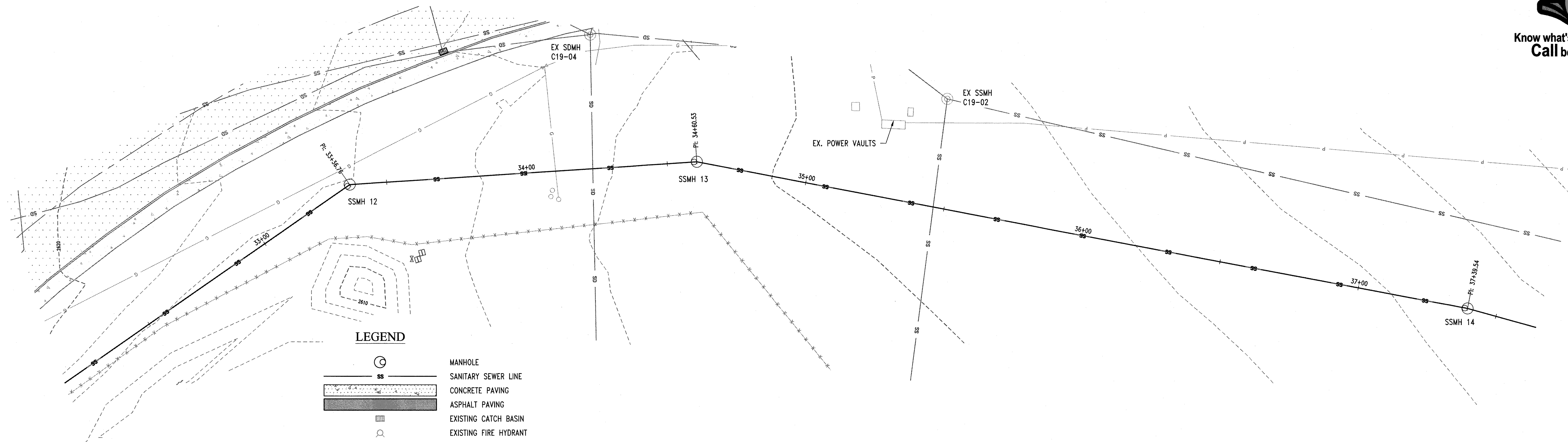
APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 6 - STA. 28+20 TO STA. 32+00
RUSTY OLPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 310-4029

Designed By:	SB
Drafted by:	DW
Checked by:	SB
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C8

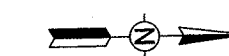


Know what's below.
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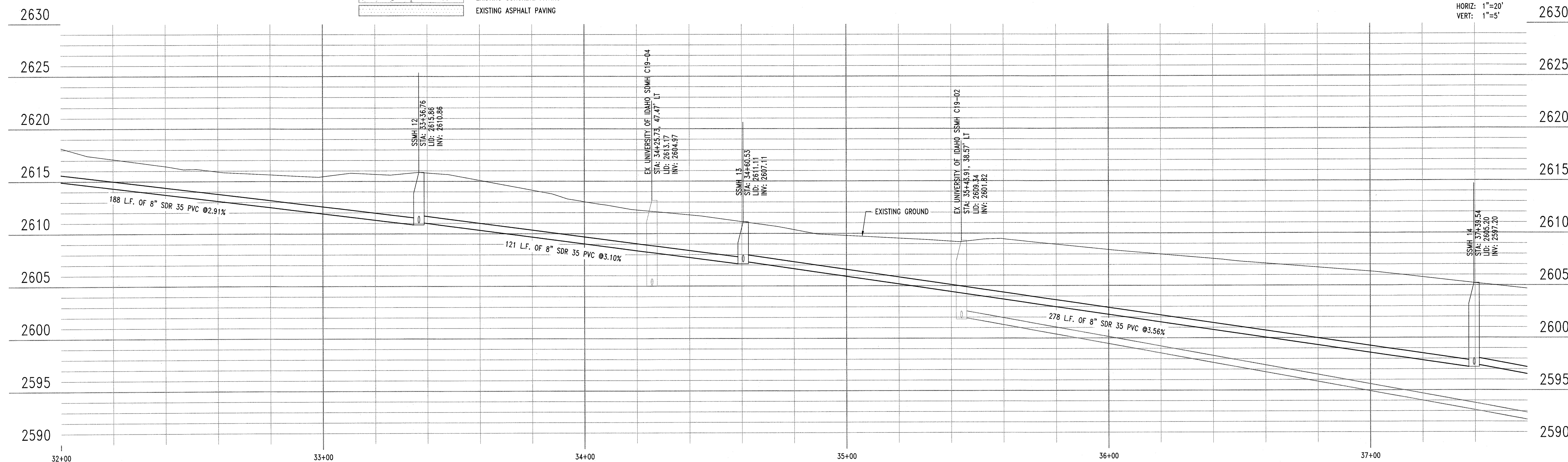
LEGEND

	MANHOLE
	SANITARY SEWER LINE
	CONCRETE PAVING
	ASPHALT PAVING
	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING GAS, IRRIGATION, WATER VALVE
	EXISTING IRRIGATION METER
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING FRANCHISE UTILITY PEDESTAL
	EXISTING FENCE
	EXISTING CENTER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM DRAIN LINE
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	EXISTING CONCRETE PAVING
	EXISTING ASPHALT PAVING

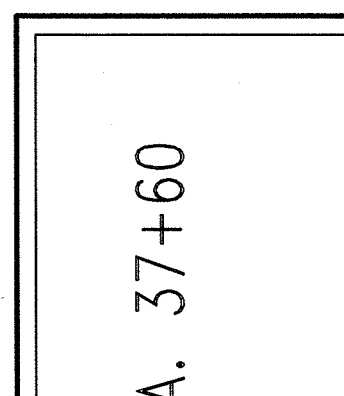
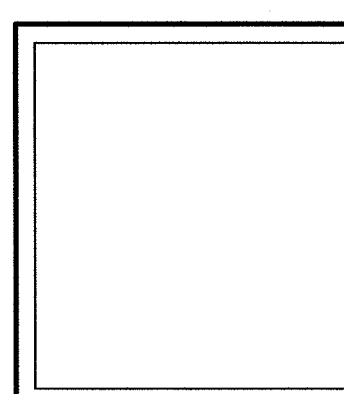
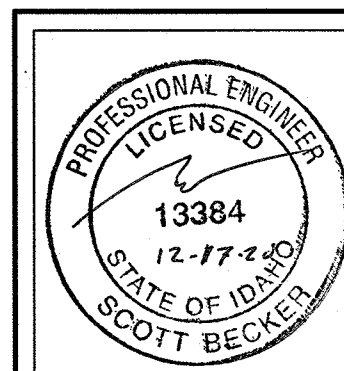
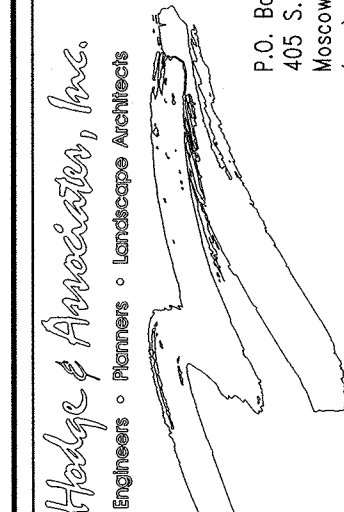


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PLAN AND PROFILE 7 - STA. 32+00 TO STA. 37+60



APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 7 - STA. 32+00 TO STA. 37+60
RUSTY OLPS
OWNER ADDRESS
SUSAN OLPS
(208) 310-4029

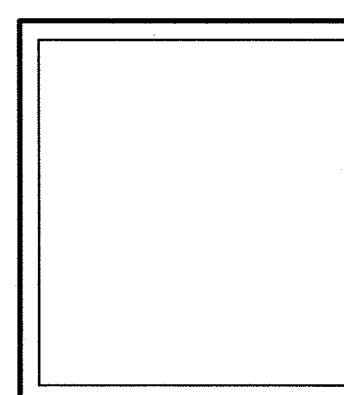
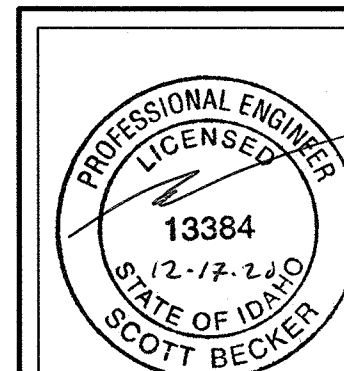
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Date:	12/17/2020

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Call before you dig.

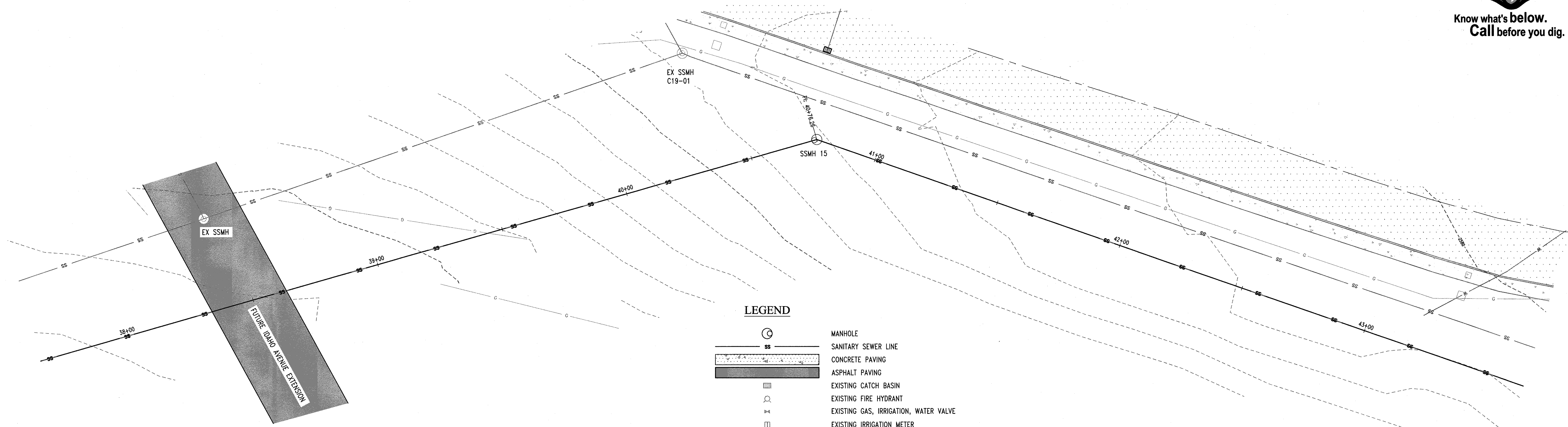
Hodge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8778
405 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520



APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 8 - STA. 37+60 TO STA. 43+60
RUSTY OLPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 310-4023

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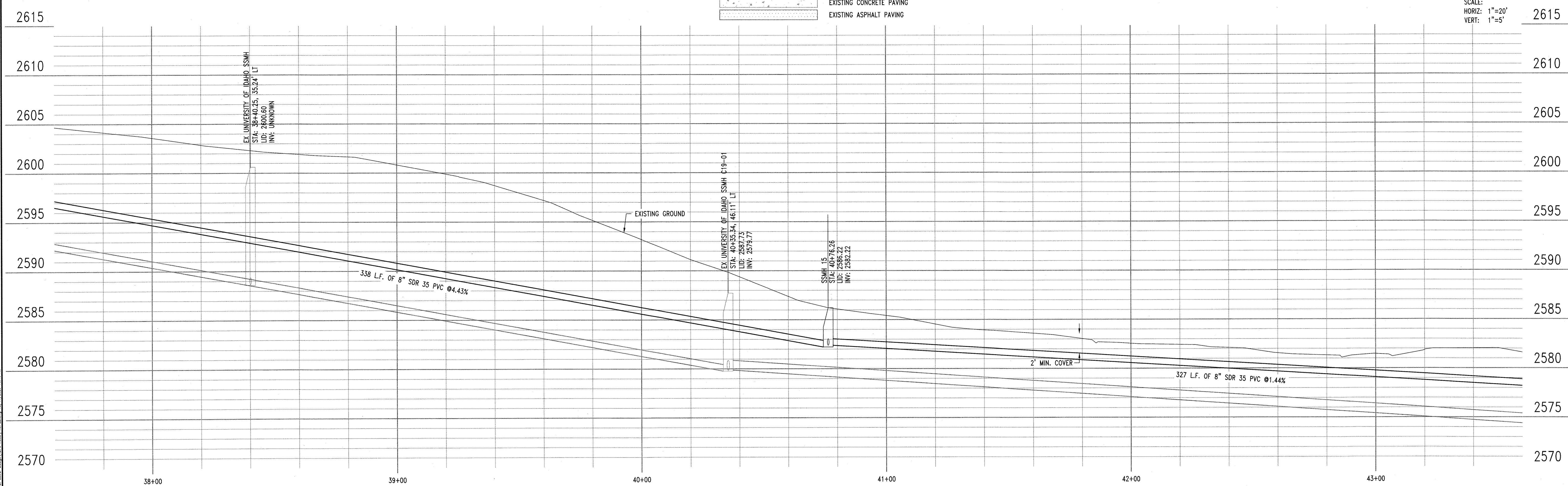
C10



- LEGEND**
- MANHOLE
 - SANITARY SEWER LINE
 - CONCRETE PAVING
 - ASPHALT PAVING
 - EXISTING CATCH BASIN
 - EXISTING FIRE HYDRANT
 - EXISTING GAS, IRRIGATION, WATER VALVE
 - EXISTING IRRIGATION METER
 - EXISTING POWER POLE
 - EXISTING LIGHT POLE
 - EXISTING FRANCHISE UTILITY PEDESTAL
 - EXISTING FENCE
 - EXISTING CENTER LINE
 - EXISTING SANITARY SEWER LINE
 - EXISTING STORM DRAIN LINE
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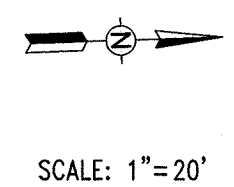
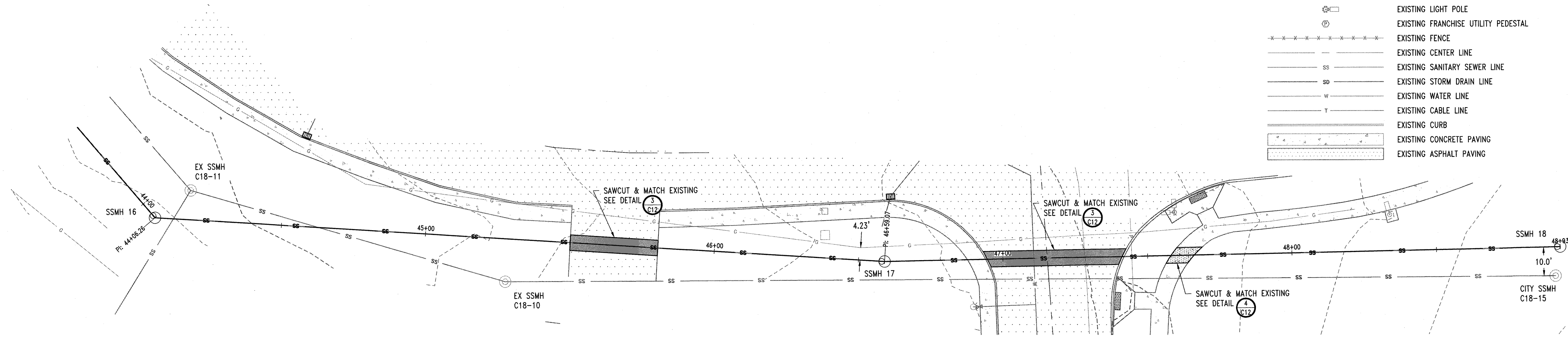
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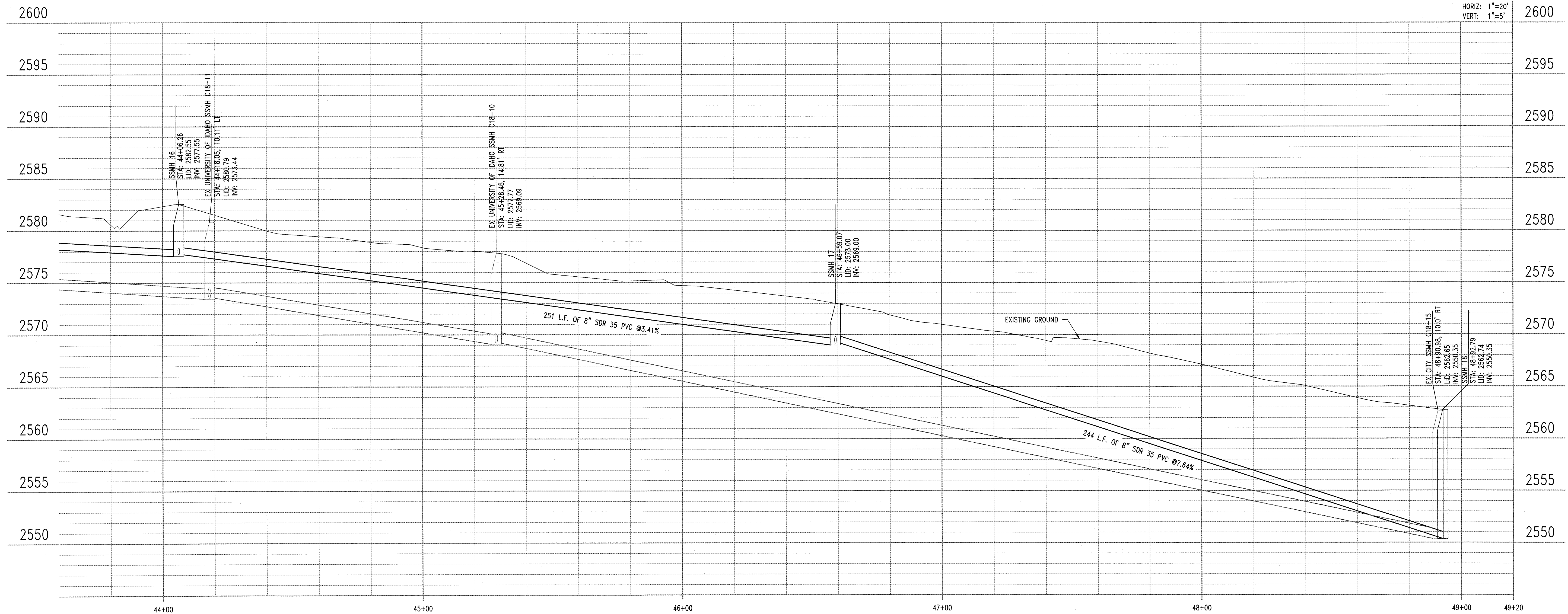
Know what's below.
Call before you dig.

LEGEND

	MANHOLE
	SANITARY SEWER LINE
	CONCRETE PAVING
	ASPHALT PAVING
	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING GAS, IRRIGATION, WATER VALVE
	EXISTING IRRIGATION METER
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING FRANCHISE UTILITY PEDESTAL
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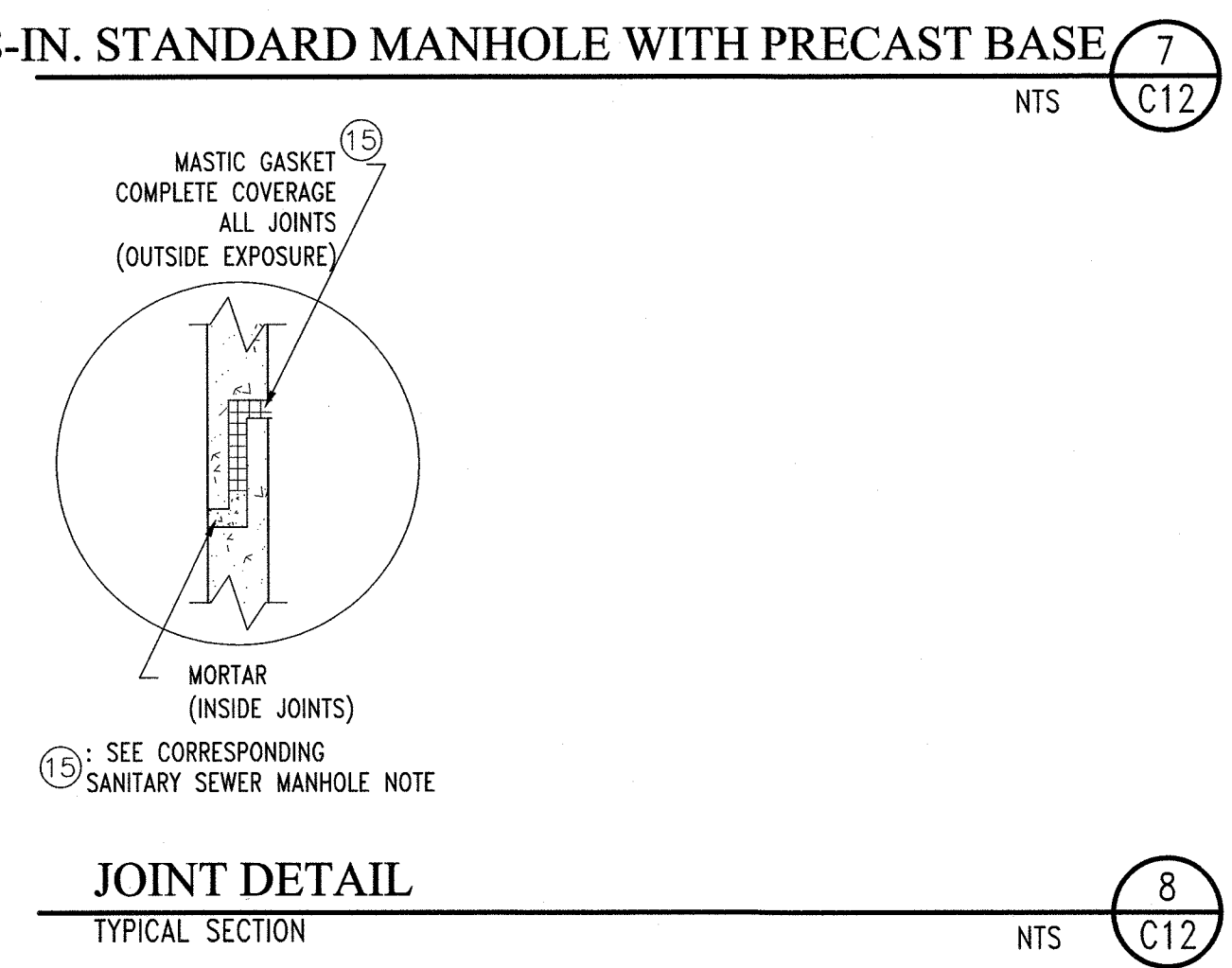
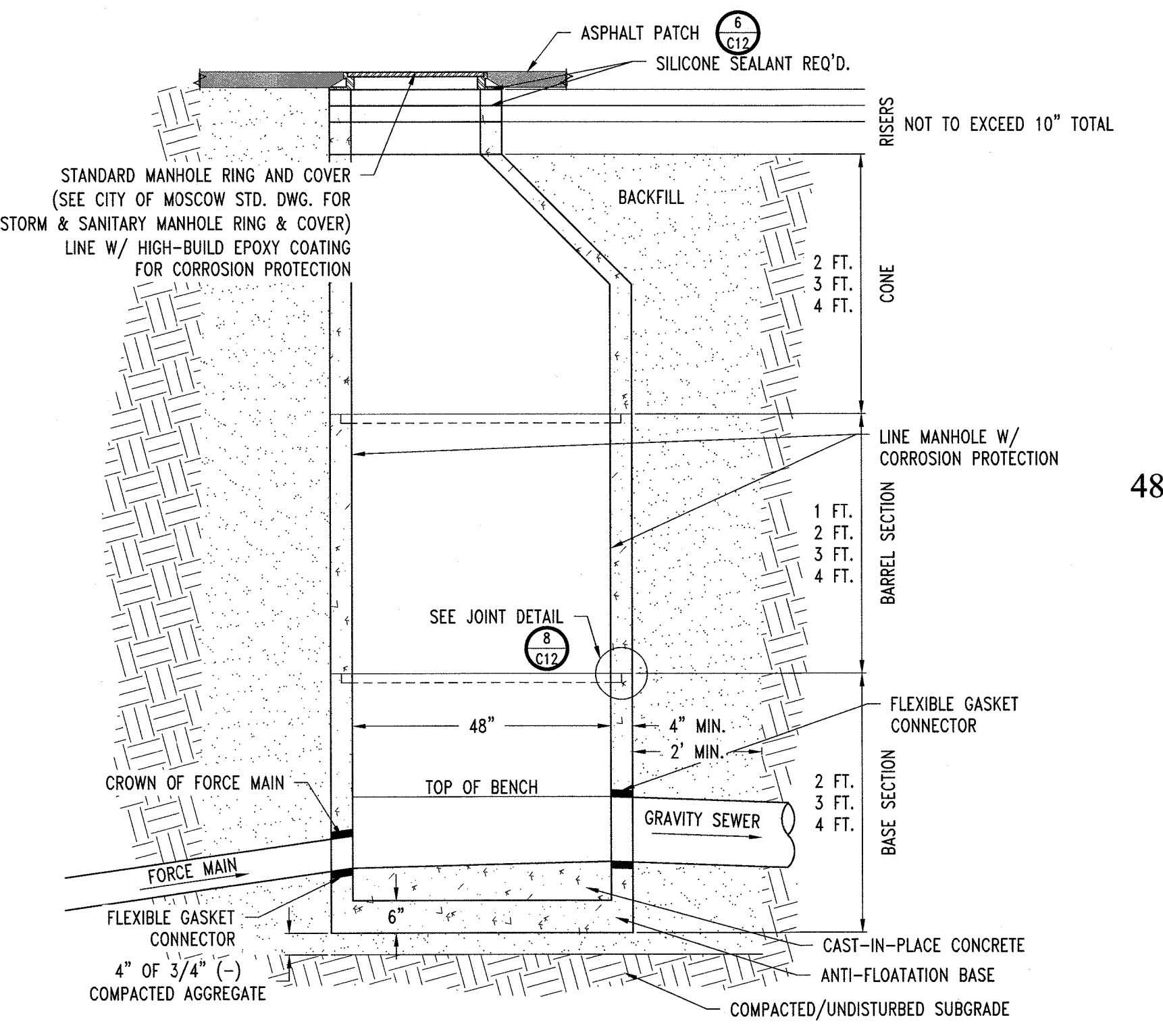
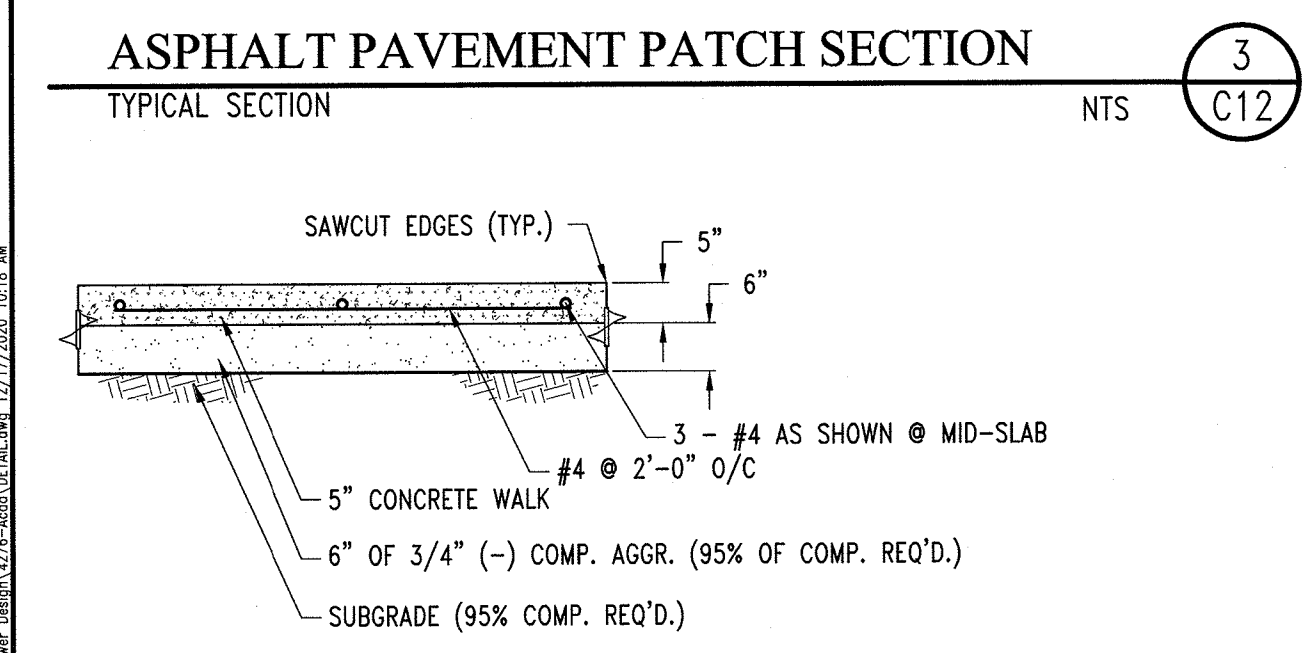
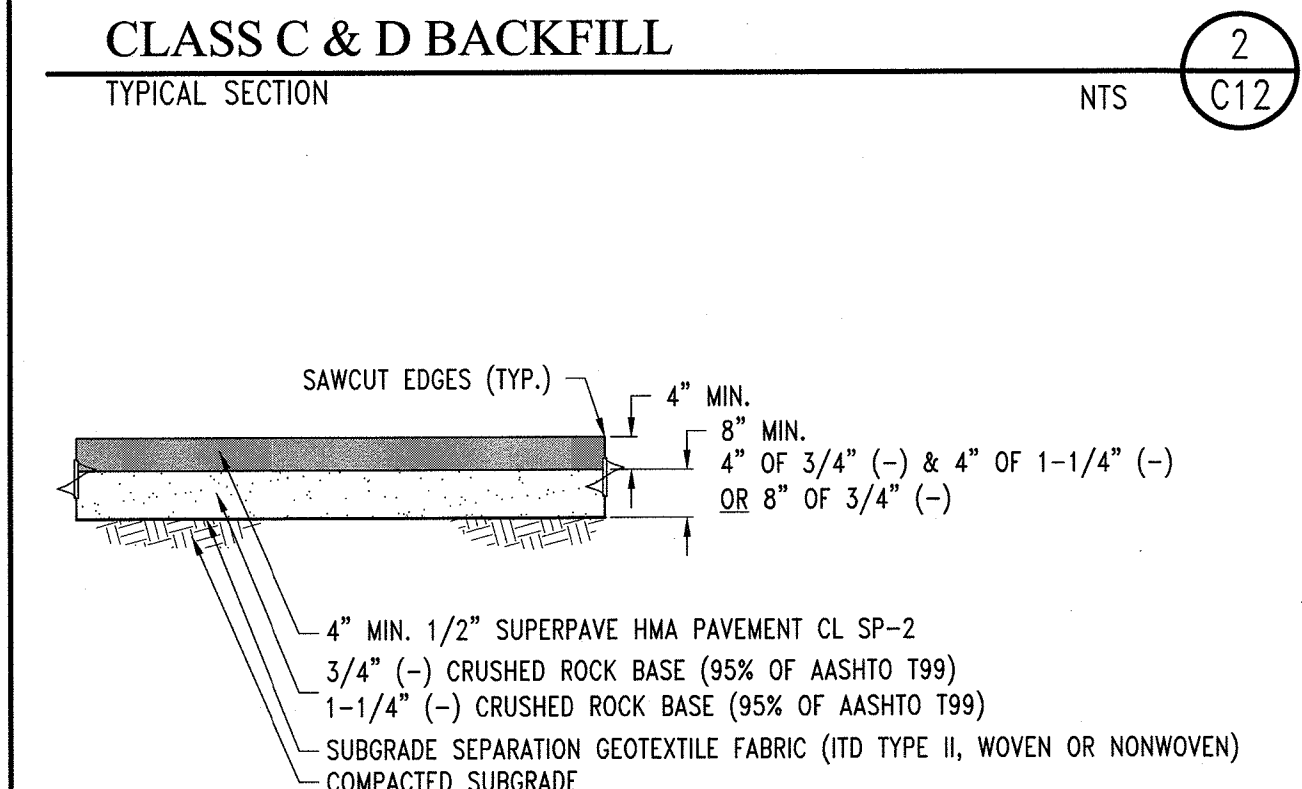
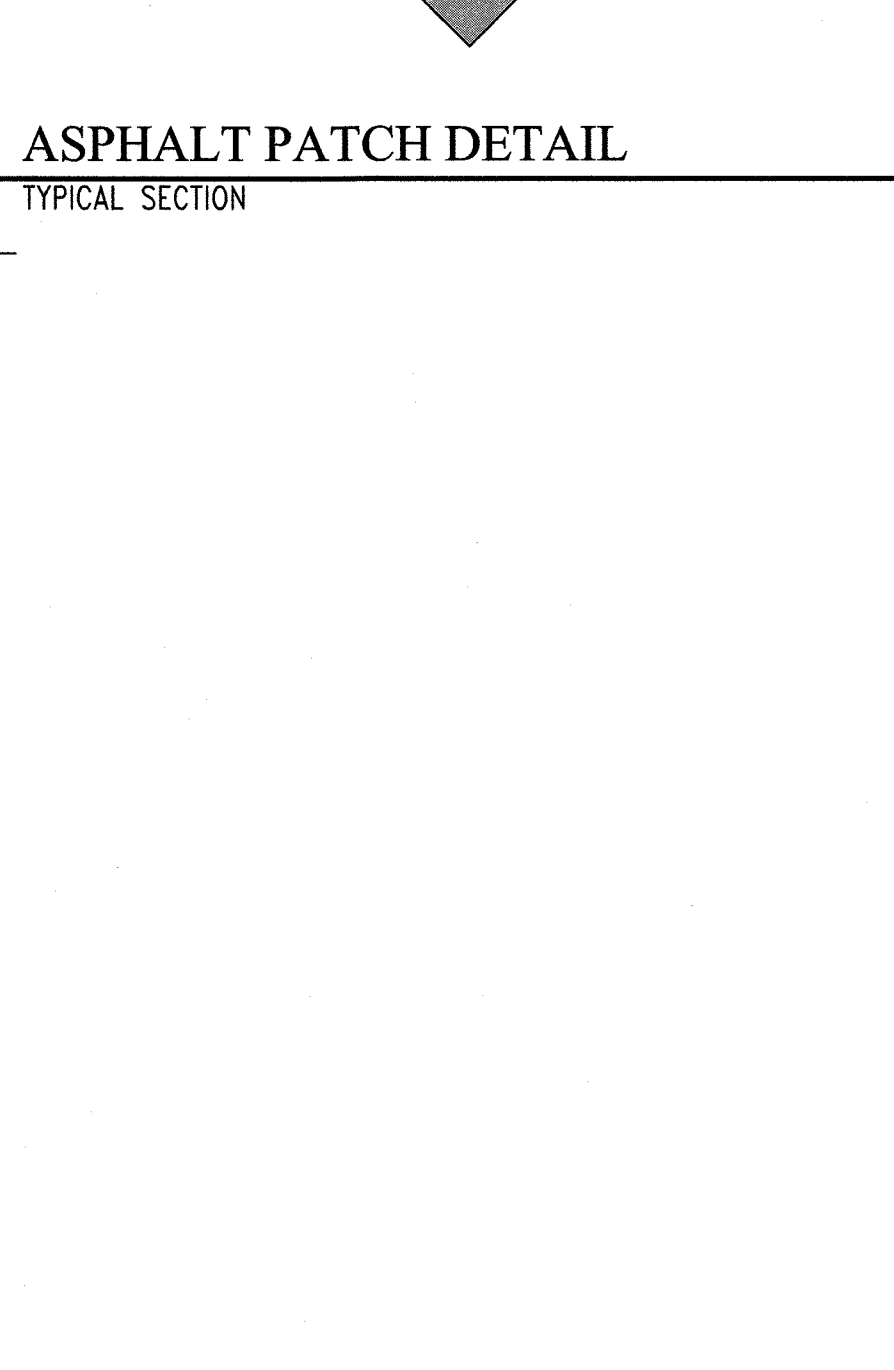
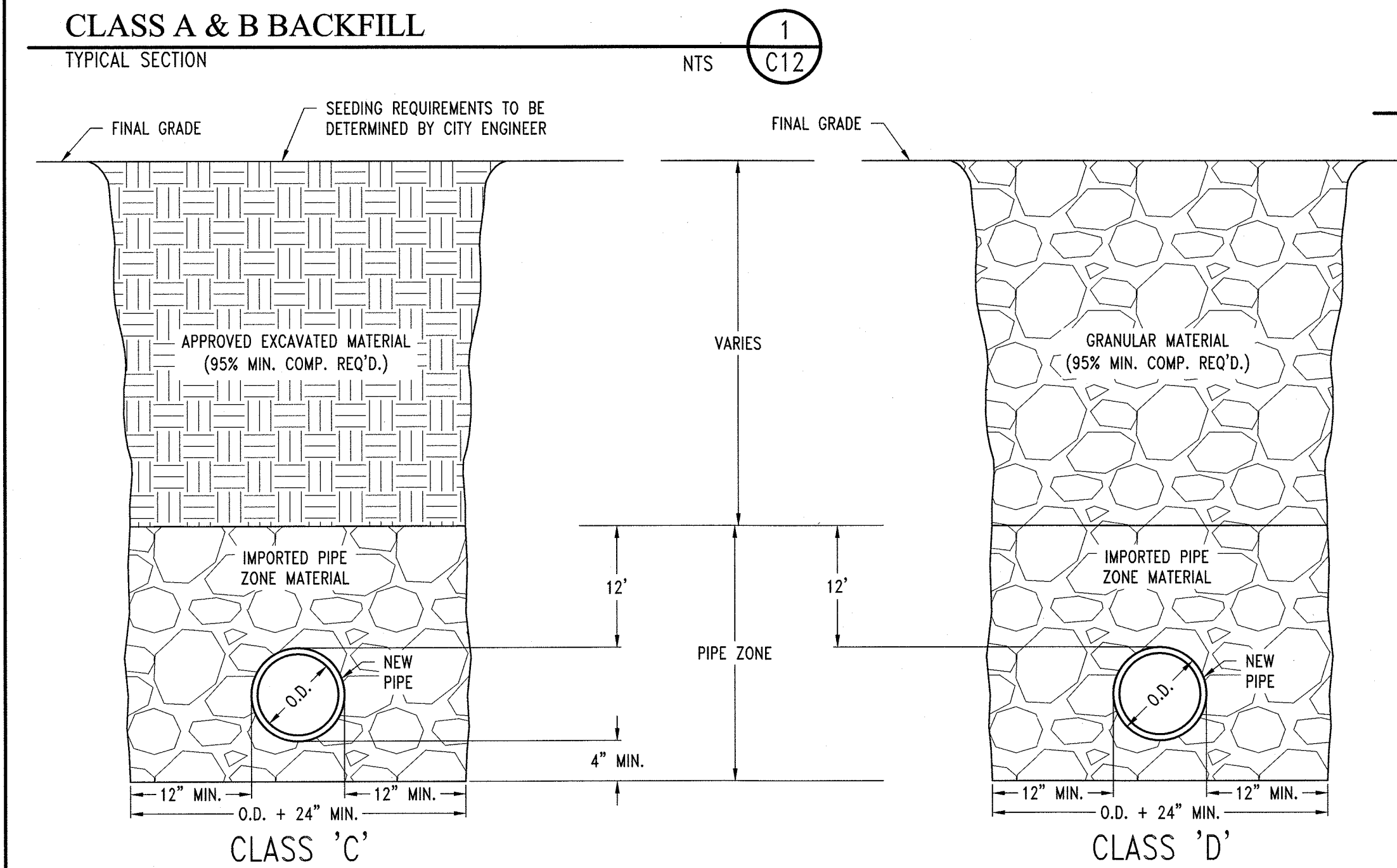
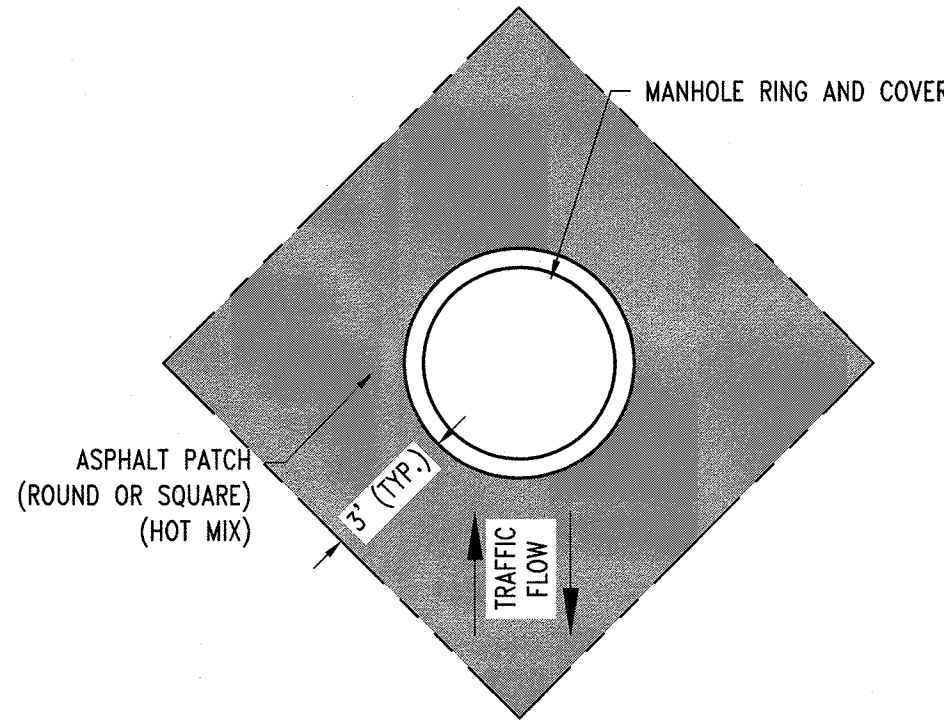
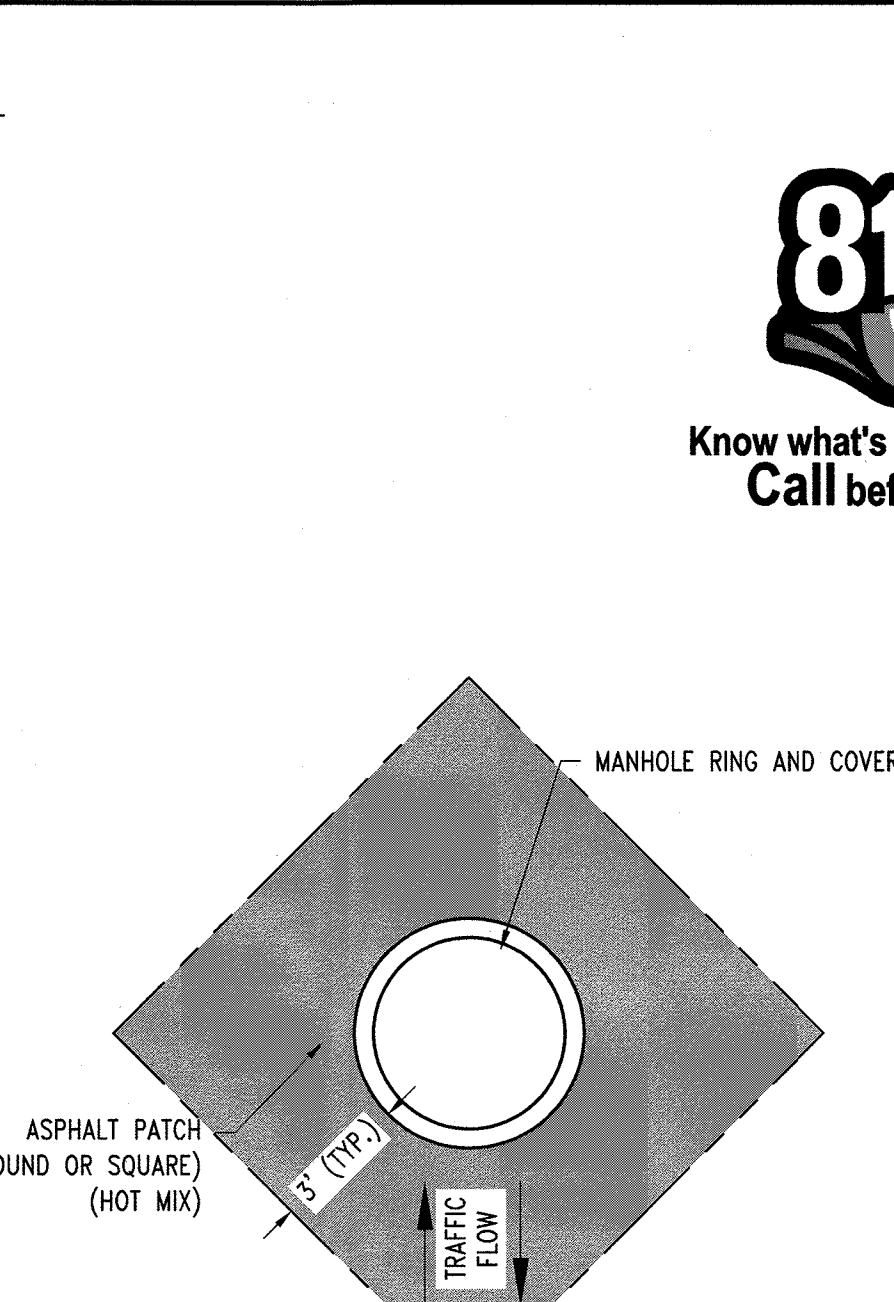
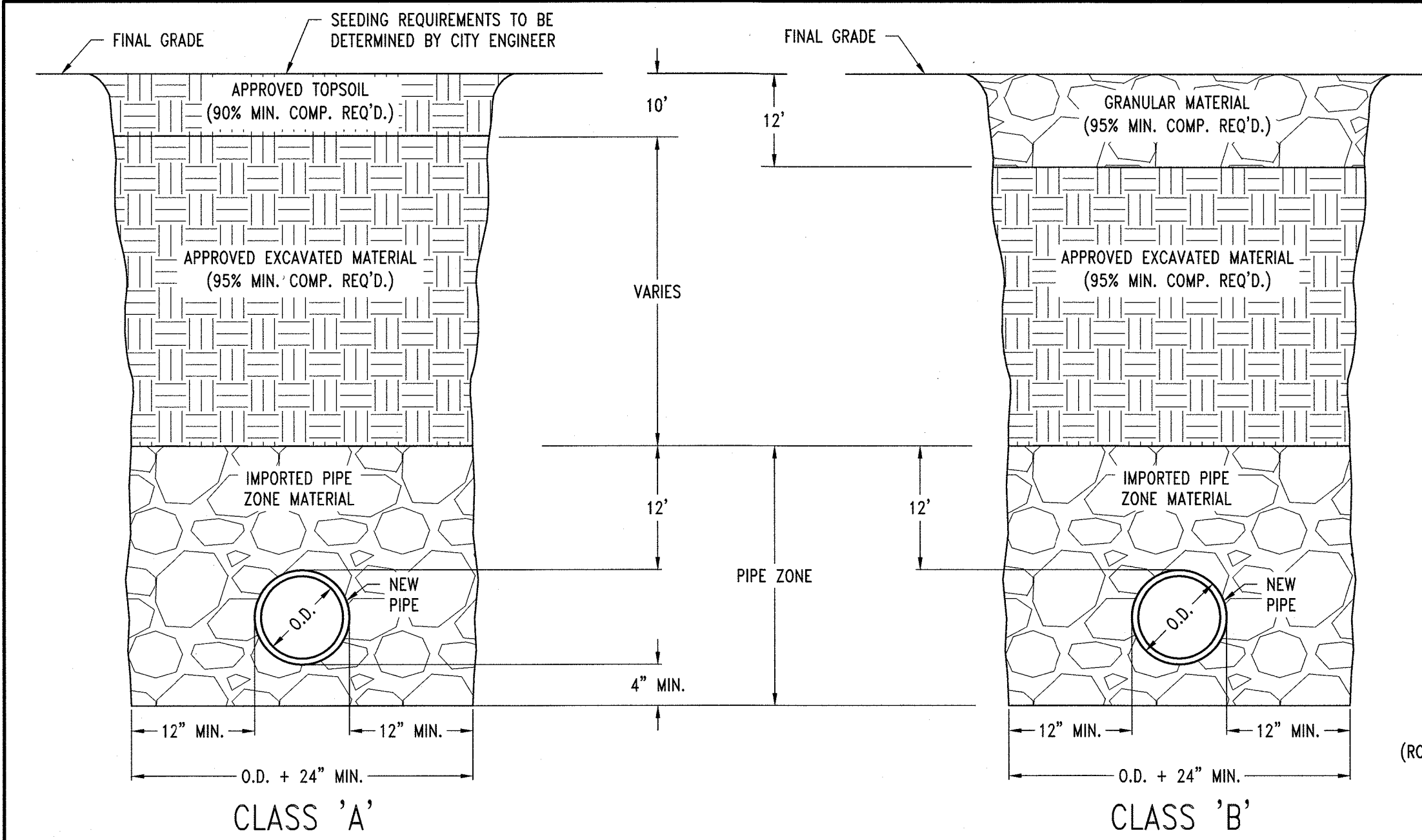


PLAN AND PROFILE 9 - STA. 43+60 TO STA. 48+88

APPALOOSA COURT SEWER LINE
PLAN AND PROFILE 9 - STA. 43+60 TO STA. 48+88
RUSTY OLIPS
STREET ADDRESS
MOSCOW, IDAHO
(208) 310-4029

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GENERAL NOTES

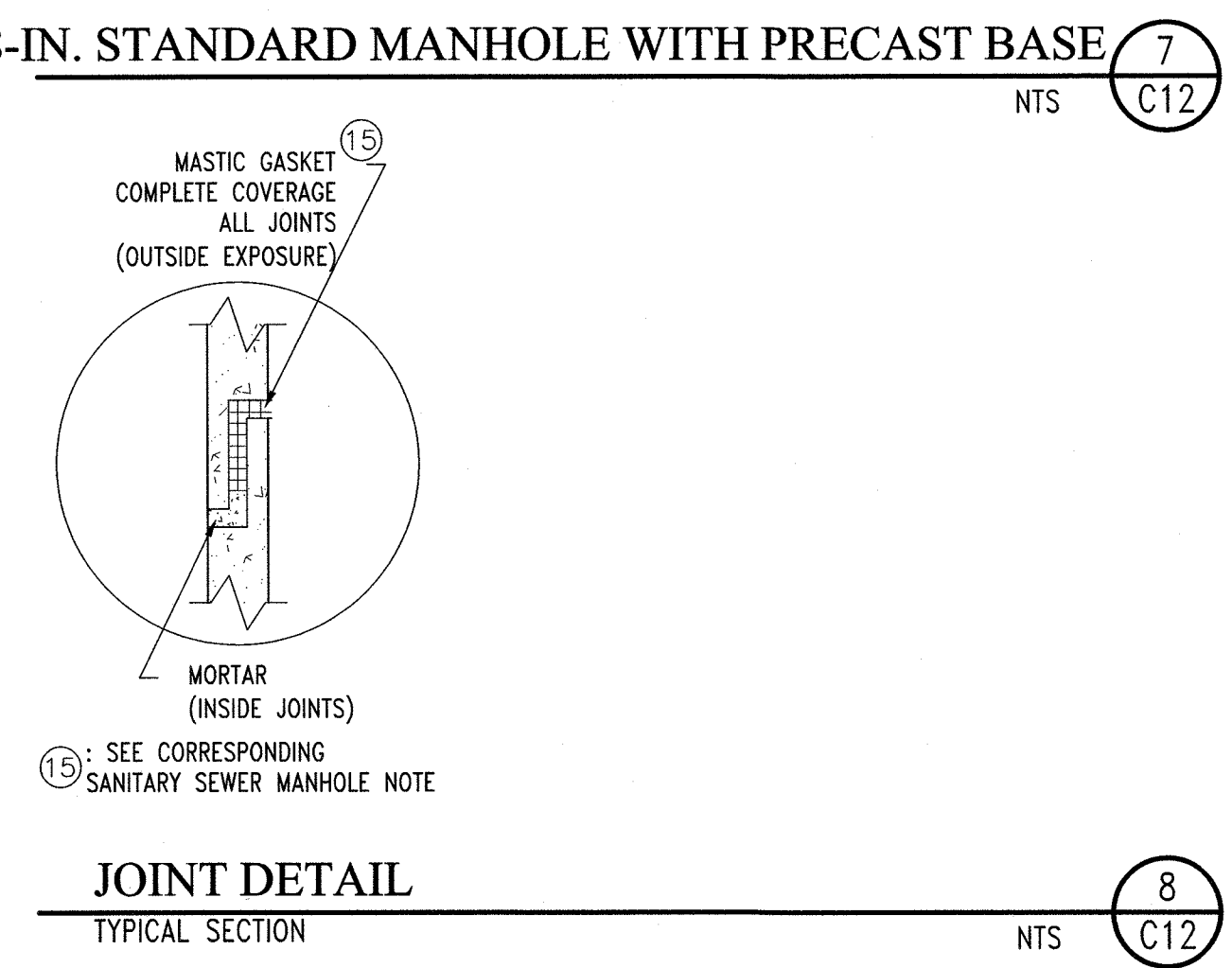
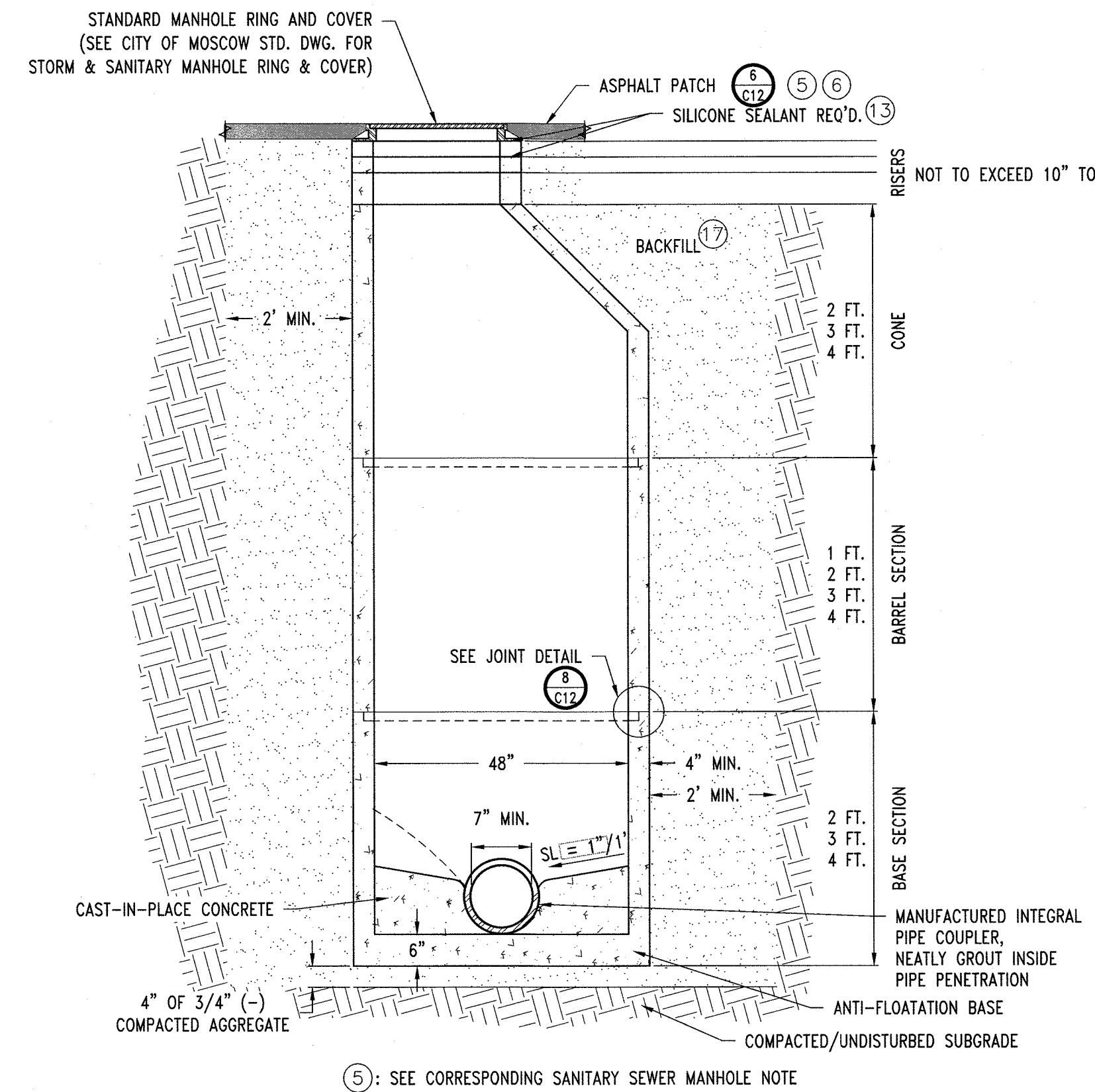
- ALL WORK TO BE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
- UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED ACCURATE OR COMPLETE. CALL 811 FOR UTILITY LOCATES BEFORE BEGINNING CONSTRUCTION.
- ALL CONSTRUCTION MUST COMPLY WITH STATE OF IDAHO STANDARDS FOR DRINKING WATER SYSTEMS AND WITH THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY CRITERIA FOR SEWAGE WORKS DESIGN.
- THE OWNER IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL ORDINANCES, POLICIES AND LAWS. AN APPROVED EROSION CONTROL PLAN IS PROVIDED AS PART OF THESE CONSTRUCTION DRAWINGS.
- MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT WILL BE DETERMINED USING AASHTO T99 EXCEPT AS NOTED. IN PLACE DENSITY AND MOISTURE CONTENT SHALL BE DETERMINED BY ASTM D 2922 (NUCLEAR DENSOMETER).
- THE DEVELOPER'S ENGINEER TO FURNISH DESCRIPTIONS FOR ALL PUBLIC UTILITY EASEMENTS OUTSIDE THE BOUNDARY OF THE PLAT. THE CITY WILL PREPARE THE EASEMENT DOCUMENTS.

ROADWAY

- ALL BACKFILL AND SUBGRADE IN PUBLIC STREET SECTION SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY.
- SEE TYPICAL SECTION 3 THIS SHEET.
- ADJUST ALL MANHOLES AND WATER VALVE BOXES TO FINISHED GRADE PRIOR TO PAVING.
- ALL OFFSET DIMENSIONS ARE FROM INDICATED STATION LINES UNLESS OTHERWISE NOTED.
- STREET MONUMENTS SHALL BE SET BY ENGINEER IN CASINGS PROVIDED AND SET BY CONTRACTOR. ENGINEER SHALL MARK LOCATION OF CASINGS FOR CONTRACTOR.
- ALL CUT OR FILL SLOPES ON STREET RIGHTS-OF-WAY SHALL BE MULCHED TO PREVENT EROSION.
- ALL CURB RADII AT INTERSECTIONS TO BE 25 FEET, PER CITY STANDARD, UNLESS SPECIFICALLY NOTED OTHERWISE.

CLASS A & B BACKFILL

- CLASS 'A' BACKFILL SHALL BE USED IN AREAS WHERE THERE IS TO BE RE-VEGETATION AND SOME TRENCH SETTLEMENT MAY BE TOLERATED.
- CLASS 'B' BACKFILL MAY NOT BE CONSTRUCTED WITHIN THE PUBLIC RIGHT-OF-WAY AND HAS LIMITED APPLICATION - REFER TO THE CITY OF MOSCOW STANDARD CONSTRUCTION SPECIFICATIONS.
- CONTRACTOR SHALL COMPLY WITH THE MOST CURRENT OSHA REQUIREMENTS FOR EXCAVATIONS.
- BACKFILL SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOSCOW STANDARD CONSTRUCTION SPECIFICATIONS.



CLASS C & D BACKFILL

- CLASS 'C' BACKFILL SHALL BE USED IN AREAS WHERE ASPHALT PAVEMENT, CONCRETE CURB, SIDEWALK, DRIVEWAY, OR GRAVEL SURFACING IS NOT ANTICIPATED AND WHERE TOPSOIL IS NOT REQUIRED.
- CLASS 'D' BACKFILL IS FOR AREAS WHERE ASPHALT PAVEMENT, CONCRETE, CURB, SIDEWALK, OR GRAVEL SURFACING IS EXISTING OR ANTICIPATED.
- CONTRACTOR SHALL COMPLY WITH THE MOST CURRENT OSHA REQUIREMENTS FOR EXCAVATIONS.
- BACKFILL SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOSCOW STANDARD CONSTRUCTION SPECIFICATIONS.

SANITARY SEWER MANHOLE

- PRECAST BASES WITH INTEGRAL PIPE COUPLERS ARE PREFERRED.
- MANHOLES SHALL BE CONSTRUCTED WATERTIGHT AND TESTED PER CITY OF MOSCOW STANDARD CONSTRUCTION SPECIFICATIONS.
- STEPS SHALL NOT BE INSTALLED IN THE MANHOLES.
- DROP CONFIGURATION IS USED WHEN THE ENTRANCE PIPE EXCEEDS TWO FEET (2') ABOVE THE TOP OF THE EXIT PIPE AND ONLY WITH PERMISSION OF THE CITY ENGINEER. DROP PIPE PENETRATIONS SHALL BE NEATLY MORTARED. DROP CONFIGURATION NOT ALLOWED IN NEW MANHOLE INSTALLATIONS.
- MANHOLES LOCATED IN PAVED AREAS SHALL HAVE ASPHALTIC PATCH FOUR INCHES (4") THICK PLACED IN TWO LIFTS TO EXACT LINE AND GRADE OF STREET. MANHOLE RING SHALL BE 1/4" BELOW FINISHED PATCH.
- MANHOLES LOCATED IN UNPAVED STREETS OR ALLEYS SHALL HAVE LID ADJUSTED TWO INCHES (2") BELOW GRAVEL SURFACE.
- ALL CAST-IN-PLACE CONCRETE SHALL BE TROWELED SMOOTH.
- ALL JOINTS BETWEEN PRECAST MANHOLE/SECTIONS SHALL BE SEALED WITH MASTIC GASKETS AND FINISHED WITH MORTAR.
- ALL FLOW ACROSS MANHOLES SHALL BE ONE-TENTH OF A FOOT (0.1'), UNLESS THE FLOW CHANGES DIRECTION MORE THAN 45', THEN THE FALL SHALL BE TWO-TENTHS OF A FOOT (0.2') OR GREATER.
- MANUFACTURED WATERTIGHT MANHOLE COUPLINGS REQUIRED AT ALL PIPE PENETRATIONS.
- CHANNELS SHALL BE PER CITY OF MOSCOW MANHOLE BASE DETAILS STANDARD DRAWING.
- SHALLOW MANHOLES MAY BE CONSTRUCTED WITH FLAT-TOP PRECAST LIDS, AS APPROVED BY THE CITY ENGINEER.
- SEAL BETWEEN RISER AND CONE, RISER AND RISER, AND RISER AND FRAME WITH TWO PARALLEL 3/8" DIAMETER BEADS OF SILICONE SEALANT.
- WHERE NEW MANHOLES ARE CONSTRUCTED ON EXISTING MAINS, OR WHERE EXISTING MANHOLES ARE MODIFIED, ALL PIPE PENETRATIONS SHALL ALSO BE SEALED ON THE EXTERIOR BY THE CAREFUL AND AMPLIFIED APPLICATION(S) OF NON-SHRINK GROUT. GROUTABLE MANUFACTURED COLLARS SHALL BE USED ON NEW PIPES WHERE THEY ENTER EXISTING MANHOLES.
- MANUFACTURER'S STANDARD O-RING JOINT ALSO ACCEPTABLE ALTERNATE TO THE STANDARD MASTIC GASKET AND MORTAR JOINTS AS SHOWN.
- CONTRACTOR SHALL COMPLY WITH THE MOST CURRENT OSHA REQUIREMENTS FOR EXCAVATIONS.
- BACKFILL AROUND MANHOLES SHALL BE CLASS 'D' FOR ALL ROADWAYS AND ALLEYS; CLASS 'A' FOR ALL OTHER LOCATIONS UNLESS SPECIFICALLY ALLOWED OR DIRECTED OTHERWISE BY THE CITY ENGINEER.

STORM & SANITARY SEWER

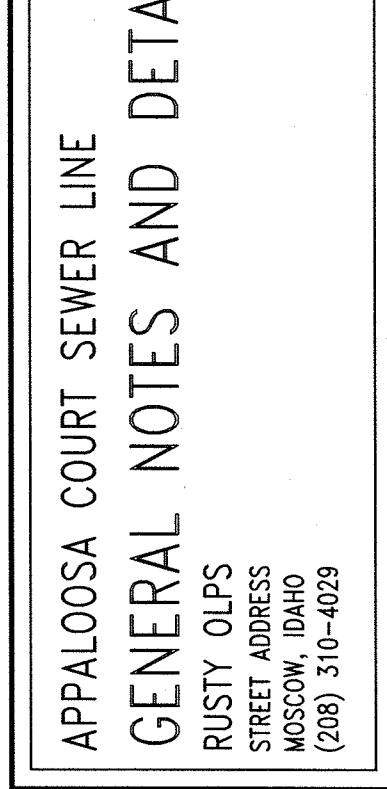
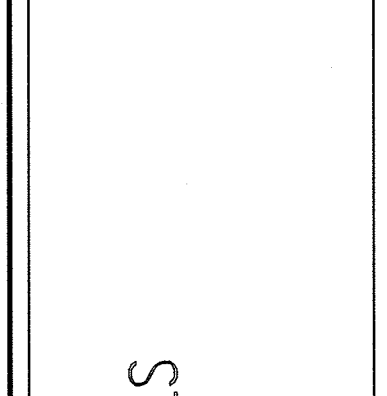
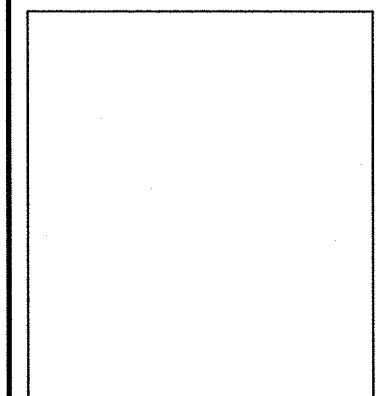
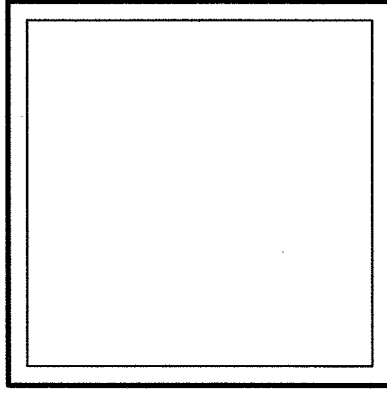
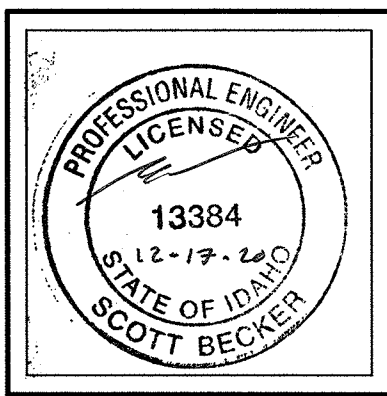
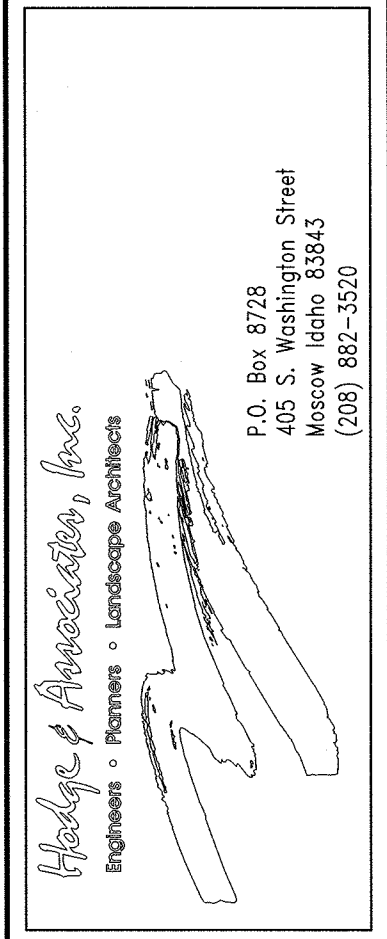
- THE CITY OF MOSCOW IS OPERATOR OF WATER AND SEWER FACILITIES SERVING THIS DEVELOPMENT.
- ALL TRENCH AND FOUNDATION EXCAVATIONS GREATER THAN FOUR FEET DEEP SHALL HAVE SLOPES OF 1.5:1 (HORIZONTAL TO VERTICAL) OR, BRACING OR SHORING SHALL BE PROVIDED IN ACCORDANCE WITH OSHA AND OTHER APPROPRIATE LOCAL CODES.
- ALL SATURATED, LOOSE, OR DISTURBED SOIL SHALL BE REMOVED FROM THE BOTTOM OF UTILITY TRENCHES PRIOR TO PLACEMENT OF PIPE BEDDING. PIPE BEDDING AND TRENCH BACKFILL SHALL BE PLACED IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
- SEWER STUBS SHALL BE INSTALLED AT A MINIMUM SLOPE OF 1/4" PER FOOT, AND CONNECTED TO MAINS USING MANUFACTURED WYES.
- SANITARY SEWER STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW AND CAPPED RISER TO 12" MINIMUM ABOVE FINISHED GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE GREEN (SDR 35) PVC. WRAP 'SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
- FOUNDATION DRAIN STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW & CAPPED RISER TO 12" MINIMUM ABOVE GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE WHITE PVC. WRAP 'STORM SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
- ALL STORM AND SANITARY SEWER LINES SHALL HAVE 2.0' MINIMUM COVER.
- USE ECCENTRIC CONES EXCEPT WHEN SPECIFICALLY APPROVED BY THE ENGINEER. PLACE THE CONE ENTRY HOLE ABOVE THE OUTLET PIPE. FLAT TOPS ARE NOT ALLOWED WITHOUT APPROVAL OF THE ENGINEER.
- SANITARY SEWER PIPE (SS): ALL SS PIPE TO BE SDR 35, PVC (GREEN), UNLESS OTHERWISE NOTED.
- STORM SEWER PIPE (SD): ALL SD PIPE TO BE SDR 35, PVC (WHITE), UNLESS OTHERWISE NOTED.

SEPARATION OF WATER AND SEWER

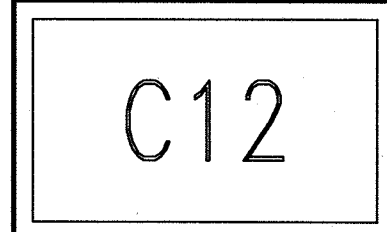
- WATER AND SEWER (SANITARY OR STORM) MAINS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE NO LESS THAN TEN (10) FEET. IN ANY INSTANCE WHERE SUCH SEPARATION IS NOT ACHIEVABLE, THE FOLLOWING STANDARDS SHALL BE MET:
 - THE WATER AND SEWER MAINS SHALL BE SEPARATED BY AT LEAST SIX (6) HORIZONTAL FEET MEASURED BETWEEN THE OUTSIDE WALLS OF THE PIPES, AND THE SEWER MAIN SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS AT ALL SUCH POINTS; AND
 - THE WATER MAIN SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE SEWER MAIN.
 - THE REQUIREMENTS FOR THE VERTICAL SEPARATION OF WATER AND SEWER MAINS ARE AS FOLLOWS:
 - AT ANY POINT WHERE THE SEWER AND WATER MAINS CROSS, THEY SHALL BE SEPARATED BY A VERTICAL DISTANCE OF NO LESS THAN EIGHTEEN (18) INCHES.
 - AT ANY POINT WHERE THE SEWER MAIN CROSSES ABOVE THE WATER MAIN THE SEWER MAIN SHALL BE SUPPORTED TO MAINTAIN LINE & GRADE.
 - AT ANY POINT WHERE THE SEWER AND WATER MAIN CROSS, THE CROSSING SHALL BE ARRANGED SO THAT THE WATER MAIN JOINTS WILL BE EQUAL DISTANCE AND AS FAR AS POSSIBLE FROM THE SEWER MAIN JOINTS.
 - IF THE WATER MAIN IS BELOW THE SEWER MAIN, THE SEWER MAIN SHALL BE CONSTRUCTED OF MATERIALS CONFORMING TO WATER MAIN STANDARDS AND PRESSURE TESTED TO 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING IF THE EIGHTEEN (18) INCH VERTICAL SEPARATION CANNOT BE MAINTAINED.
 - IN LIEU OF CONSTRUCTING (OR RECONSTRUCTING) A NON-POTABLE WATER MAIN DUE TO LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION FROM A POTABLE WATER MAIN, EITHER THE NON-POTABLE MAIN OR THE POTABLE WATER MAIN MAY BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO DEQ FOR A DISTANCE OF TEN (10) HORIZONTAL FEET ON BOTH SIDES OF THE CROSSING.

TRANSITION MANHOLE

- COAT INTERIOR OF FORCE MAINS 100 FEET PRIOR TO ENTERING TRANSITION MANHOLE. COAT INTERIOR OF GRAVITY SEWERS FROM TRANSITION MANHOLE TO THE FOLLOWING MANHOLE.
- ELEVATION OF GRAVITY SEWER INVERT SHALL BE MINIMUM 1" ABOVE ELEVATION OF FORCE MAIN CROWN.
- PROVIDE SMOOTH UPWARD SLOPING CHANNEL FROM FORCE MAIN TO GRAVITY SEWER.



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Checked by:	SB
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CONSENT
APRIL 21, 2021

UNIVERSITY OF IDAHO

SUBJECT

Dining Services Contract

REFERENCE

December 1988	Idaho State Board of Education (Board) Approved contract with Marriott Corporation beginning effective January 1, 1989.
February 2010	Board approval of contract with Sodexo America, LLC
February 2015	Board approval of contract with Sodexo America, LLC
April 2017	Board approval of dining services contract revision with Sodexo America, LLC

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.C.2.a. and V.I.3.

BACKGROUND/DISCUSSION

Since 1989, the University of Idaho (UI) has been contracting with Sodexo America, LLC, or its predecessor entities (originally Marriott Management Services Corporation), for the institution's food service. In anticipation of the expiration of the current contract, U of I issued an RFP for dining services. Four (4) national firms responded to the RFP, and from these responding firms, the RFP selection committee has recommended the proposal of Compass Group USA, Inc. through its Chartwells Higher Education Division (Chartwells) as the best proposal for UI.

U of I looks forward to a new relationship and fresh ideas from Chartwells. The University and Chartwells have negotiated, subject to approval by the Board, the terms of a contract for dining services as set out in Attachment 1 hereto. As part of this process U of I has worked with Chartwells and University bond counsel to ensure that the terms of this contract qualify for the safe-harbor under the Internal Revenue Service regulations governing private business operations in facilities funded with tax exempt bonds.

IMPACT

The initial term of the proposed contract is 5 years, with the option for renewal upon mutual agreement of the parties for one additional term of 5 years. Under the terms of the proposed contract, and in order to fit within the Internal Revenue

CONSENT
APRIL 21, 2021

Service safe harbor rules, UI will be responsible for the costs of operating the dining services and Chartwells will be entitled to a management fee calculated at 4% of net sales. From this fee, 25% of the fee, (1% of net sales) will be subject to Chartwells meeting performance standards to be established by the parties. The parties will meet annually to agree on these standards for the upcoming year and currently anticipate the standards will focus on areas related to student satisfaction, sanitation, reduction of waste and local purchasing.

In addition, Chartwells proposes to commit to an initial investment of \$3,072,274 in improvements to the U of I's dining facilities. See Attachment C to the proposed contract. This investment will be amortized on a straight-line bases over 10 years, however, so long as the contract remains in effect, the amortization will be taken from the management fee paid to Chartwells and will not be an additional charge to UI. In the event the contract ends prior to the end of 10 years, UI will be responsible to pay Chartwells the unamortized balance to compensate for the benefit of the improved facilities.

Based on enrollment assumptions consistent with past experience, UI projects revenues in excess of direct expenses (including the Chartwells fee) of \$6,919,805 over the initial 5 year term of the contract. To illustrate this, Attachment 2 contains an itemized two year projection of Net Revenues and Costs (including Management Fee). Funds from any excess revenues are used to support dining and housing services at the U of I.

ATTACHMENTS

Attachment 1 – Proposed Contract
Attachment 2 – Two Year Projections

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho issued a Request for Proposal (RFP) and evaluated the proposal with a view to meeting safe-harbor guidelines. The plan ensures profitability for the University of Idaho and creates an initial investment in the dining facilities. Staff recommends approval.

BOARD ACTION

I move to approve the proposed agreement between the University of Idaho and Compass Group USA, Inc., in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the Vice President for Finance to execute the agreement and any necessary supporting documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI- 866

The University of Idaho (hereinafter called the University) hereby awards to Compass Group USA, Inc., by and through its Chartwells Higher Education Division (hereinafter called the Contractor) Agreement number UI-866 to furnish dining services to the University, as specified in University of Idaho Request for Proposals Number 21-08M, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number xx-xx; b) Contractor Attachments A through D attached hereto; and c) University of Idaho General Terms and Conditions, as modified, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI- 866 ; 2) Contractor Attachments A through D attached hereto; 3) Exhibit A (General Contractual Terms and Conditions), as modified, attached hereto; and 4) University of Idaho Request for Proposals Number 21-08M (exclusive of Appendices B, D, F and I).

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, facsimile, or certified mail. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	University of Idaho Contracts & Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 Attn.: Julia R. McIlroy Facsimile: (208) 885-6060 Email: juliam@uidaho.edu
the Contractor:	Name: Compass Group USA, Inc. d/b/a Chartwells Attn: CEO Address: 2 International Drive City/State: Rye Brook, New York 10573 Facsimile: (914) 935-5553 Email: lisa.mceuen@compass-usa.com
With copy to:	Compass Group USA, Inc. Attention: General Counsel 2400 Yorkmont Road Charlotte, North Carolina 28217 Facsimile No. (704) 329-4010

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

1.2 RFP PRICE

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

1.3 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) years, commencing upon the date of execution by the University. The term of this agreement may, if mutually agreed, be extended by five (5) years, for one (1) time, provided the Contractor receives written notice of each extension at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.4 CONTINUATION DURING DISPUTES

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

1.5 ENTIRE AGREEMENT

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

1.6 MODIFICATIONS TO RFP TERMS

The contract terms under Section 6 GENERAL CONTRACTUAL TERMS AND CONDITIONS, Section 7 INDEMNITY, RISKS OF LOSS, INSURANCE, and under “UNIVERSITY OF IDAHO GENERAL TERMS AND CONDITIONS” as contained in the RFP have been modified by agreement of the parties. Exhibit A (General Contractual Terms and Conditions) attached hereto contains the entirety of these agreed upon terms and, for purposes of this contract, supercedes the entirety of the aforementioned Sections 6 and 7 and “UNIVERSITY OF IDAHO GENERAL TERMS AND CONDITIONS ” of the RFP.

The effective date of this contract is ____

UNIVERSITY OF IDAHO

CONTRACTOR

SIGN _____

SIGN _____

PRINT _____

PRINT _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Exhibit A
General Contractual Terms and Conditions
(Pages 5 through 15)

EXHIBIT A

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 Intentionally Blank

6-2 ASSIGNMENT

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

6-3 TERMINATION FOR CONVENIENCE

A. Termination by University. The University may terminate this Agreement, in whole or in part, at any time with thirty (30) days' written notice to the Contractor. The Contractor shall be paid its costs of services up to date of termination pursuant to this Contract including, but not limited to Attachments B and C. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

B. Termination by Contractor. If Contractor desires to terminate this Agreement for convenience before it expires, contractor shall give at least one hundred twenty (120) days' written notice in advance and such termination shall be effective only at the close of a semester (e.g. fall, spring, or summer) following the minimum 120 day notice period. By way of example, if Contractor provides notice of termination to the University on December 31, 2021, the termination would not be effective until June 30, 2022 (e.g. the end of spring semester 2022).

6-4 TERMINATION FOR DEFAULT

If either party does not deliver the materials in accordance with the delivery schedule, or if the Contract is for services and either party fails to perform in the manner called for in the Contract, or if either party fails to comply with any other provisions of the Contract, the the party claiming such failure shall give a written notice of such breach. If the breach has not been corrected within forty-five (45) days from such notice, the non-breaching may may terminate this Contract ten (10) days after the end of said period. The Contractor will be paid its costs services up to date of termination pursuant to this Contract including, but not limited to Attachments B and C. The Contractor shall promptly submit its termination claim for payment.

6-5 INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage caused by any negligent act or omission of such Contractor, any willful misconduct of Contractor, or any breach by Contractor of its obligations under this Agreement.

B. The right of a Party or the State of Idaho (the “Indemnified Party”) to indemnification under this Agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the “Indemnifying Party”) of any claim, action or demand for which indemnity is claimed; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party, at the Indemnifying Party’s request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party’s choice and at its expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment that imposes any liability upon the Indemnified Party.

C. University’s Responsibility for Wrongful and Negligent Acts. The University acknowledges and agrees it is responsible for negligent or wrongful acts committed by the University or by its employees or agents arising out performance under the terms of this agreement, and that the University may be found liable to persons injured by any such individual wrongful act or acts, including liability to the Contractor. University’s liability for negligent or wrongful acts is governed by the Idaho Tort Claims Act (Act), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act. University’s liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act.

6-6 APPLICABLE LAW AND FORUM

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

6-7 LAWS, REGULATIONS AND PERMITS

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

6-8 GENERAL QUALITY

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

6-9 PROOF OF COMPLIANCE WITH AGREEMENT

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

6-10 PAYMENT AND ACCEPTANCE

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

6-11 CONTINUATION DURING DISPUTES

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

6-12 Intentionally Blank.**6-13 INTEGRATION**

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

6-14 BINDING EFFECT

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

6-15 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder (except for repayment of any unamortized funds as set forth in Attachment C).

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

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

6-17 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be revised, as mutually agreed upon by the parties, such that the University can comply with the Governor of Idaho's Executive Orders.

6-18 DEBARRED, SUSPENDED OR EXCLUDED

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

6-19 NON-USE OF NAMES AND TRADEMARKS

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

6-20 Intentionally Blank

6-21 CONTRACTOR REPRESENTATIONS

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

6-22 REGENTS' APPROVAL

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

6-23 SURVIVAL OF TERMS

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

6-24 HEADINGS

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

6-25 ADDITIONAL ACTS

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

6-26 TIME OF ESSENCE

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

6-27 WAIVER

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

6-28 FORCE MAJEURE

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

6-29 NO JOINT VENTURE

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

6-30 INFORMATION TRUE AND CORRECT

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

6-31 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-32 PUBLIC RECORDS

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

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

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason, provided such removal is not in violation of any Federal, State, or local law.

6-34 CONFIDENTIALITY OF INFORMATION.

In the course of providing Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority; or g) to the extent disclosure is required under applicable law, including public records laws of the state of Idaho (Sections 74-101 through 74-126, Idaho Code). The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 7 – RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

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

7-2 Intentionally Blank

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 7.0, and to provide University with a Certificate of Insurance (“certificate”). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Contractor shall provide thirty (30) days’ written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.0. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 If a potentially covered claim arises against University, Contractor shall cause its carrier to provide the relevant portions of the applicable policy as needed by University or its counsel to evaluate the applicability of coverage for the claim.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best’s rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University’s option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall cover University as Additional Insured. The Additional Insured and Certificate Holder shall be stated as: “State of Idaho and The Regents of the University of Idaho”. Certificates shall be mailed to: University of Idaho, Attn.: Risk Management, 875 Perimeter Drive MS2433, Moscow, ID 83844-2433, or email to: risk@uidaho.edu.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

A. Contractor shall obtain and maintain insurance for the following risks in such amounts under such policies as follows, it being understood that minimum required policy limits may be provided through a combination of primary and excess insurance: commercial general liability (no exclusion for food borne illness and contamination) contractual and products-completed operations liability in the amount of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate; business automobile coverage in the amount of One Million Dollars (\$1,000,000) each accident; workers' compensation (including employers' liability coverage in the amount of One Million Dollars (\$1,000,000) each accident/each employee/policy limit) in an amount not less than that required by applicable statute; and Liquor Liability in the amount of One Million Dollars (\$1,000,000) each common cause and Two Million dollars (\$2,000,000) general aggregate.

B. University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Idaho Tort Claims Act (Act), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act.

C. Each Party has the obligation and responsibility to adequately insure its real and/or personal property against loss or damage caused by fire and extended coverage perils. With respect to loss or damage caused by fire and extended coverage perils, the Parties waive all rights of recovery against each other and their subsidiaries, officers, directors, trustees, volunteers and employees, including subrogation rights, for such loss or damage to the waiving Party.

D. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

7-4 PROTECTION OF MINORS

7.4.1 Contractor is responsible for activities and operations of its employees, directors, subcontractors, agents and volunteers. Contractor is responsible for participants in its programs and

shall have adequate policies and procedures related to prevention and mitigation of physical/sexual abuse/molestation and harassment.

7.4.2 As applicable, Contractor shall maintain and purchase insurance that covers claims arising from activities sponsored by Contractor, but conducted on premises not owned by Contractor. Commercial General Liability coverage shall include physical/sexual abuse/molestation and harassment (“abuse”) coverage. Limit of liability for abuse coverage shall be at least \$1,000,000 general aggregate. This coverage shall be evidenced on the insurance certificate. Certificates must be sent to University of Idaho Risk Management three (3) weeks prior to commencement of operations.

7.4.3 Failure to satisfy above may result, at the University’s sole discretion, with immediate termination of this contract, without regard to any other termination provision.

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 1 of 2

Give this form to your insurance agent / broker

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

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

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

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho
Attn: Risk Management – risk@uidaho.edu
875 Perimeter Drive MS2433
Moscow, ID 83844-2433

- Description area of certificate shall read: Attn: Contract for Services
- All insurers shall have a Best’s rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

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

- commercial general liability (no exclusion for food borne illness and contamination) contractual and products-completed operations liability) in the amount of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate;
- business automobile coverage in the amount of One Million Dollars (\$1,000,000) each accident;
- workers' compensation [including employers' liability coverage in the amount of One Million Dollars (\$1,000,000) each accident/each employee/policy limit] in an amount not less than that required by applicable statute); and
- Liquor Liability in the amount of One Million Dollars (\$1,00,000) each common cause and Two Million dollars (\$2,000,000) general aggregate.

If you have additional questions, please contact:

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

CONTRACTOR ATTACHMENT A: SCOPE OF WORK
(Pages 17 through 59)



Contract Number: UI-866

CONTRACT FOR

Management of Dining Services

WITH

Chartwells Higher Education

ATTACHMENT A -- Statement of Work

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University grants to Contractor, as an independent contractor, the exclusive right to provide and manage the University's food service program including Catering, concessions, conferences, camps, residential dining, retail dining, and Board Plan food service (collectively, hereinafter referred to as "Services" or "Dining Services") on the campus of the University of Idaho (the "Premises") and the exclusive right to sell to students, employees, guests and other persons at such Premises food products, non-alcoholic beverages and other such articles ("Products") as shall be approved by the University. Contractor shall render the Food Services within the facilities of the Premises, including but not limited to, the food preparation, serving, dining and storage areas ("Dining Service Facilities") designated for the Food Service Program. Attachments A-D are attached here to and incorporated herein by reference.

Project Conditions

Overview

This section contains an outline of the Facilities and Services included in the scope of this Agreement.

The Contractor shall provide the University of Idaho (University) Dining Services. The primary dining market on the campus consists of students who live in traditional campus housing without full-service kitchens. Many of these students have mandatory meal plans required as part of their on-campus housing. The secondary market demand segment consists of students who live in on campus apartments or off campus, as well as faculty and staff. The tertiary dining market segment consists of visitors and guests.

The Contractor is responsible for providing and managing the Dining Services (or, "Services"), at the University of Idaho. The Contractor is expected to have the ability to operate the National Branded concepts currently. The Services include exclusive residential dining, retail dining, and Catering of University-sponsored events on campus including:

- One (1) All-You-Care-To-Eat (AYCTE) residential dining hall:
 - The Eatery at Vandal Village
- Eleven (11) retail dining venues:
 - Idaho Student Union Building – Einstein Bros. Bagels, Chick-fil-A, True Burger and Qdoba
 - Living & Learning Center – Pom & Honey, Ghost Kitchen
 - Convenience Stores –Living & Learning Center Market

- Janssen Engineering Building – One World Café
- Administration Building – One World Café
- JA Albertson Building – Vandals Express
- Concessions – Alcohol only
- Catering services across campus as required;
- Camps and Conferences as required; and
- Scheduling, event setup, Catering and billing of outside sponsored events held on campus.

The above Services and locations are in effect as of the start of the agreement and may change based upon mutual agreement between University and contractor.

All first-year residential students and all students living in Wallace, Theophilus and McConnell are required to have a Residential Meal Plan. Voluntary Meal Plans are available to non-first-year students living in LLCs (Living, Learning Communities), Greek Houses, on-campus apartments, and off-campus as well as faculty and staff.

Meal Plan information and requirements:

Meal plans are purchased from the University along with tuition, room, board and fees.

A dietary accommodation process for students with an approved health issue, who live in the residence halls but request a release from the Meal Plan requirements is in place to determine whether the health issue necessitates exclusion from the Meal Plan requirement or a dietary plan accommodation established with the Contractor.

Students with meal plans with a fixed number of meals per week regain their full complement of meals each Monday before breakfast. Unused meals, at the end of the week, are forfeited at the conclusion of Sunday Late Night.

Unused Declining Balance Funds or Flex Funds can carry over from Fall Semester to Spring Semester only if they have a Spring meal plan. The University will retain unused Declining Balance Funds or Flex Funds at the end of the Spring semester.

Students and parents attending open houses, admission tours, or orientation shall be charged for meals pro rata at the prevailing 19 meal rate.

Students returning early for the fall semester (athletics, band, staff, etc.) shall be charged for meals pro rata at the prevailing 19 meal plan rate.

Meal plans are not transferable, non-refundable, and may not be shared with another student, faculty, or staff member. The card holder is the only one authorized to use the Meal Plan.

Meal plans are contracted on a per semester basis. Unused meals are forfeited at the end of the semester.

Residential dining take-out program: Students will be able to swipe their meal plans and use compostable and reusable takeout containers for breakfast, brunch, lunch and dinner.

There may be students that require a Meal Plan of less than a full semester or session. These meal plans shall be billed to the University on a prorated daily basis. Examples include workshops, inter-sessions, etc.

The Contractor will work in good faith with the University to provide meals during camps and conferences. The menu shall be negotiated and agreed to by the Contractor and the University's Food Service liaison based on the number of participants.

Meal service at the Residence Dining hall shall remain fully operational fifteen (15) minutes beyond the end of dining room access hours.

Meal Plan students required to be off campus for student teaching, training, athletic events, internships, or field trips will be provided with transportable meals by the Contractor. For a period of University-approved absence, it will be a University's responsibility to notify the Contractor in advance of students to be provided with transportable meals.

The residential dining halls will be open for camps/conferences, as required.

A significant number of students are required to be present on campus when school is not in session. For example, athletics, camps, and conferences have meal requirements outside of Operating Days. The Contractor will adhere to the already agreed upon rates for all conferences booked prior to the Contractor's contract start date, then as mutually agreed upon by Agreement thereafter.

The Contractor shall offer menu cycles as submitted in the RFP and approved by the University. Changes to these cycles may be initiated by either the University or the Contractor but must receive approval of the University Dining Liaison prior to implementation, except for the following conditions:

Emergency changes to the menu cycle are permitted only when due to equipment breakdown, delivery shortage, and other unexpected occurrences.

Meal Exchange (A selection of meal options offered by a campus retail dining location in exchange for a single "Meal Plan swipe" or offered at Catering events, in exchange for a single "Meal Plan swipe") are available and provide students with the opportunity to use their meal plans toward select meal or snack packages offered in select campus retail dining locations.

The Summer and break service hours shall be negotiated between the University and the Contractor with The University having the final approval for such schedules.

Pouring Rights

The University currently has a Pouring Rights Agreement with Swire Coca-Cola, USA. Contractor will be required to comply with any future Pouring Rights Agreements. The current agreement between the University and Swire Coca-Cola include but not limited to the following:

92% of all retail beverage availability on campus (whether sold by the University or by third parties). The remaining 8% can be supplied through competitive products not distributed by Swire Coca-Cola but limited to 20-ounce bottle products only.

Swire Coca-Cola, USA will have exclusive beverage vending rights.

Swire Coca-Cola, USA will retain control of cooler merchandising and space allocation in all campus retail locations.

Swire Coca-Cola, USA will have exclusive rights to market and sample beverage products in all campus retail locations and on campus grounds.

UNIVERSITY RESPONSIBILITIES

Dining Services Facilities and Equipment

The Contractor Shall be responsible to report to the University and request needed repairs of cafeteria equipment and the Dining Services Facilities using the University work order system. All requested repairs require prior approval of University in a timely manner. At University's request, Contractor shall coordinate repair of Dining Services Facilities and dining equipment with a University selected third party to maintain Facilities and equipment in a safe condition suitable for its intended use and in compliance with applicable laws.

University will maintain, repair or replace the Dining Services Facilities and equipment owned by them as necessary to maintain the Facilities and equipment in a safe condition suitable for their intended use and in compliance with applicable governmental laws, regulations, codes, and ordinances. Contractor shall be responsible for repairs and replacements, where it has been determined by a University that damages were due to negligence or intentional acts of the Contractor's employees.

The University will retain the right to use any and all of the Facilities for any purpose. Notice shall be given to Contractor prior to usage that is out of the ordinary and impacts Contractor's standard operations.

The University will provide an initial inventory of Products, Smallwares (e.g., China, glassware, flatware and kitchen utensils), and Dining Service equipment.

The University is responsible for the annual cleaning and inspection of hood ducts above the ceiling, plenums and related vents and fans. The University shall be responsible for contracting to remove grease from the grease traps.

The University will be responsible for furniture and audiovisual set-up for campus sponsored events, the cost of which is to be borne by the University,

The University shall furnish and maintain fire alarms and extinguisher equipment and supplies as required by law, regulation or best practices.

Office Space

The University will provide the Contractor with available and adequate office space for its on-site management and administrative personnel, as well as existing office furnishings in these spaces at each campus.

The University is not responsible for any of the office equipment that the Contractor chooses to supply in its assigned office spaces.

Building Utilities

The University shall provide HVAC, electrical, water, sewer, gas, access to telephone, heat, internet access, conditioned air, and ventilation required for the Dining Services operations and equipment at no cost to Contractor.

The University shall provide trash receptacles located in public spaces.

The University does not guarantee uninterrupted utility service or building access during emergencies. The University will not be liable for any damages or loss that may result from the interruption or failure of any such utility service, nor any loss of use or lost profit unless such interruption or failure is due to negligence of the University or its employees.

Audit of Financials, Agreement Compliance, Quality Assurance and Sanitation

The University will periodically, with or without advance notification, conduct financial reviews, agreement compliance, quality assurance and sanitation inspections of the food service Facilities and equipment with or without a Contractor's staff member. Consultant inspectors, acting as an agent of the University, shall have complete cooperation and access to all onsite financial records, food service, production, and storage areas for inspections they may conduct to measure performance and participate in external benchmarking.

Contractor will provide to the University, and/or third party as requested, all statistical and operating data required to complete internal and external benchmarking exercises.

The University shall periodically, with or without advance notification, conduct data gathering of customer behavior and satisfaction in order to measure performance and improve Dining Services operations.

Approval of Personnel

The University will have approval authority for all candidates to be assigned to any Dining Services management position. The University will participate in interviews and approval of management candidates prior to acceptance by the Contractor for employment to service this contract.

Insurance

The University will ensure the buildings within which the Dining Services will operate and all University-owned capital equipment and will bear the cost of said insurance.

Security

- The University will provide, through Campus Security/Moscow Police Department security service for dining facilities in the same manner provided for other University campus Facilities. Special security services may be provided upon request by Contractor with Contractor agreeing to fully reimburse the University for such special services.

- The University's Campus Security is a resource and authority in the implementation of security measures, in addition, the University contracts for police services with Moscow Police Department.

The University will provide all locking devices, key cards and keys to Contractor at outset of the Agreement.

Technology

The University owns the hardware and software to produce mag-stripe ID Cards. The University also produces the student ID Cards.

The University will provide a Point of Sale systems (POS) and is responsible for the maintenance and upgrades to the systems. Maintenance and replacement of this hardware will be The University's responsibility. Contractor will have access to the POS.

The University owns the digital signage. The contractor will have access to this digital signage to upload dining information. The Contractor will provide all credit card readers.

Compliance & Network Security

The University will provide basic network security for Contractor-connected devices via network ACLs (Access Control Lists) and University campus firewalls. Nevertheless, the Contractor shall be fully responsible for hard wiring and securing any devices it owns that are connected to the University's network (such as credit card processing systems).

The University reserves the right to require annual security and vulnerability testing of Contractor connected network devices and systems. Fiscal responsibility for this testing shall be borne by the awarded Dining Services Contractor.

Any Contractor provided cashier station or self-service terminal that has the ability to accept credit cards as payment should be part of a system that is Payment Card Industry (PCI) Data Security Standard certified. The Contractor shall be responsible for PCI compliance of their Services and systems.

Contractor upon request and no more than annually, will, supply a current PCI Attestation of Compliance (AOC) verified by a third-party Qualified Security Assessor (QSA) that addresses all credit card process

The University reserves the right to disconnect or quarantine any network devices or systems which do not meet PCI compliance, pose a threat to the University systems or data, or fails to meet University published security standards.

The Contractor is responsible for all credit card processing fees through their own designated third-party credit card processor.

Any customer data that is initially obtained by the University, is property of the University. Any derived data from the University data is also property of the University. The Contractor has permission to use the data as they need in order to provide the Services contracted by the University. The University will authorize the data transferred to the Contractor through the University Vandal Card system (Vandal card integrates housing, food service, and cashless retail into one campus card system, which the University will make available to the contractor). The Contractor must obtain explicit permission to disclose or exchange University data with 3rd parties.

Vehicles and Parking

Parking permits and/or reserved spaces are required on campus for contractor vehicles and personally owned employee vehicles. University of Idaho Parking & Transportation Services has a variety of options available that provide various access across campus. Pricing for permits and spaces for contractor vehicles and personal employee parking will follow the university parking systems annual fee structure.

The University will provide designated parking at or near the primary dining facility for Contractors designated Catering or other food service vehicles, with access to a loading dock as appropriate. There will be no charge to the Contractor for the use of Service vehicles on campus.

Technology and Support Services

In terms of connectivity and support, the University's role will be similar to that of an Internet Service Provider – providing network access to the Contractor. The University will not be responsible for securing the Contractor's system – this will be the Contractor's responsibility. The University will decide if they shall provide the Contractor with University email accounts. The University will

decide if they shall provide the Contractor with University computing accounts, email addresses, or email address forwarding.

The University shall not be responsible for providing any software or licensing to the awarded Contractor, with the exception being the Vandal Card system. The Contractor shall provide any software and licensing for their own systems.

The University shall provide internal and external network connectivity for Contractor devices and systems at specified locations upon request. Wiring and Ethernet port costs for said locations, where not already available, will be paid by the Contractor to the University, or the University-designated wiring installer. All network wiring installation must meet current University IT standards at time of install. Ethernet jacks provided to the Contractor represent a clear demarcation point of responsibility for support. Devices connected to these jacks are solely the responsibility of the Contractor. This being the case, the Contractor shall be responsible for any and all technology support of these devices with the exception of University owned POS.

The University shall provide static IP addresses and fixed DHCP reservations for the awarded Contractor upon request. Devices may use private IP addresses with network address translation (NAT) unless there is a requirement for public IP addresses. It is the responsibility of the Contractor to clearly document any such needs and provide necessary information (i.e., make, model, hostname, MAC Address, etc.) to the University's IT department. All devices must be registered with the University IT before being connected.

The University shall provide inbound firewall policy exceptions for devices with static IP addresses upon receipt of properly documented requests. It is the responsibility of the Contractor to clearly document requested exceptions (source, destination, and ports) and provide them to The University's IT department. Firewall exceptions are subject to approval by University IT Security.

Contractor's Responsibilities

General Scope of Responsibilities

The Contractor shall, at a minimum, provide the Dining Services as set forth in this Agreement in support of the University's Dining Services operations at times and locations as required by the University. Except as specified herein, no other services shall be provided by the Contractor unless agreed to in writing and attached as an amendment to the Agreement.

The Contractor shall have the general duty and responsibility of managing the Dining Services in a good and efficient manner and shall, in a timely manner, in good faith, with due diligence, and for the best interests and benefit of the University, perform its duties and comply with Services as outlined in Section III of this document.

The Contractor is required to operate year-round as required by the University. This includes providing Services for summer camps, conferences, or other periods outside the academic calendar.

The Contractor shall provide all necessary services, supplies, food, labor, and management as an "Independent Contractor," such term as being defined by the Internal Revenue Code.

The Contractor shall have exclusive rights to provide residential dining, Catering and retail dining on the University campus. The Golf retail locations and course are excluded. Exceptions may be granted by the University's Dining Liaison.

Transition Plan

At least 60 days prior to the contract go-live date, Contractor shall provide the University with a detailed, executable transition plan for assuming management of the Dining Services at the University and for the successful transition/opening of the University's Dining Services operations. The transition plan shall be subject to review and approval of the University, who shall retain the authority to make alterations to the plan as deemed necessary to ensure a smooth transition through the start of operations. A tailored Transition Plan shall be developed for the University.

The Contractor shall provide all necessary professional coordination services for implementation of the transition plan at its own cost and expense.

The Contractor shall attend meetings as required by the University to ensure a smooth transition into both summer camp and Dining Service operations. The transition plan shall be implemented such that a July 1, 2021 contract go-live date can be achieved.

Compliance with Regulations

The Contractor and its employees shall comply with University policies concerning conduct, health, harassment, safety, discrimination, smoking, sanitation,

security, and efficient operation of quality Services. University will be responsible to provide contractor with any updates to University policies.

The Contractor and its employees shall comply with applicable governmental laws, regulations, codes and ordinances related to the Services provided by Contractor.

Within twenty-four (24) hours after a governmental inspection Dining Services facility, Contractor shall provide a copy of the inspection report to the University.

The Contractor shall pay to the appropriate governmental authorities' applicable payroll, sales and use taxes, and contributions that may be assessed as a result of providing the Services.

The Contractor agrees to obtain all licenses from the Federal, State, and Local authorities necessary to conduct activities hereunder and further agrees that the Contractor shall, at all times, comply with all Federal, State, and Municipal Laws and Ordinances relative to activities hereunder and all rules and regulations of the Board of Health and Board of Fire Underwriters having jurisdiction over the Premises.

Connecting to the University's Computing Environment

The University shall allow Contractor access to its computer networks at various University locations. The Contractor shall protect the University's information, computer systems, and data communications connections.

The Contractor shall use all means necessary or required by the University to prevent the transmission of any computer virus to any University computer system through Contractor's use of University data communications connections. All computers connected to a University network or any other University computer system or terminal shall have installed thereon virus detection software approved by University. This software shall be properly configured to execute whenever the system is in use.

The Contractor shall consider any password used in accessing the University systems, and any and all information made available to Contractor as a result of having gained access to University systems and resources, to be confidential information. Contractor may disclose confidential information only to users authorized on a "need to know" basis.

The Contractor shall report any known or suspected security breaches that might place University computing resources, data, or information processes at risk.

Systems Management, Software, and Data Processing

The Contractor shall provide management systems, procedures, training support and data processing software applications needed to provide the following:

Catering planning and cost accounting
On-site staffing, employment records and labor relations
Catering per function cost accounting
Operating Statement, budgets and analysis
Statistical data accumulation and analysis
Product purchase, inventory and usage by facility
Quality and sanitation assurance
Menu planning, menu cost estimating and menu printing
Health and safety program equal to or exceeding industry standard
Contractor shall not load any University-owned system on personal computers without written permission

The Contractor shall provide trained personnel to operate the Point-of- Sale units at all Dining Service Facilities.

The Contractor shall pay for the annual maintenance and upgrade fees for the Point - of- Sale System not to exceed \$30,000 annually, this expense will be included as an operational expense of the Dining Services.

Website

Contractor, at its expense, shall establish and maintain a custom, high quality, guest interactive, informational website for the University's Dining Services that is linked to the University's website, at a location on the University's website designated by the University.

Contractor's informational websites shall not include any third-party advertising without the prior written permission from the University. At a minimum, the website shall contain information on the following:

Dining locations, days/hours of operation, menus and pricing;

Residential Meal Plan options, pricing and policies;

Voluntary Meal Plan information, promotional materials, and online purchase capability;

Nutritional and wellness education information;

Catering menus, pricing and policies;

Online, interactive software platform for web-based Catering ordering; and

Information and links regarding the Dining Services' sustainability practices, including sources of foods from local farms.

Website information shall be kept current at all times.

The Contractor's website shall be customized for the University to include University brands and logos.

The Contractor shall develop and maintain a downloadable mobile application for the Dining Services. Application will feature dining locations, hours, menus, and other key components as designated by the University.

The University may take such actions as it deems appropriate to maintain the integrity of its website and, accordingly has the right to remove or temporarily restrict access to the Contractor's link at any time. The Contractor shall use its reasonable efforts to advise the University immediately of any activities that may adversely affect a University's website. The University has the full and exclusive right to grant or otherwise permit Contractor to access University's website and use University's site links.

Annual Business Plan

The Contractor shall be responsible for development and implementation of an Annual Plan for The University for the successful continuation of the Dining Services for each year of the Agreement term. The plan should be developed by April 1 of each year. As part of the Annual Plan, the Contractor shall provide the University with a Dining Services assessment that, at a minimum, incorporates the following:

SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of current Campus Dining Program;

Evaluation of the University's Dining Services versus best practices in collegiate dining;

A Basket Survey of on-campus retail and Catering pricing in comparison to off-campus competitors and similar higher education institutions, completed by March 1;

Peer campus survey of Meal Plan configuration and rates in comparison to the University;

Based on all of the above, recommendations for service, program and/or policy modifications for the next Fiscal Year, as well as recommended equipment additions, subtractions or replacement;

Student satisfaction data and action steps to improve on the service.

Planning and/or implementation of new dining locations and/or modifications to existing dining operations;

Meal Plan configuration, pricing and policies;

Menus, concepts, pricing, and days of service/hours of operation for all service locations;

Catering menus, pricing and policies;

Summer camp/conference Services menus, pricing and policies;

Detailed marketing plan, with specific revenue enhancement strategies and objectives for mandatory Meal Plan sales, voluntary Meal Plan sales, retail meal sales and Catering sales;

Employee training plan, including budget;

Preventive maintenance suggestions for equipment;

Continuous improvement plan;

Sustainability plan;

Health and wellness program;

Objectives for local agricultural products purchases;

Capital expenditure plan and budget for both Contractor and University provided capital expenditures;

Smallwares expenditure plan and budget for Contractor provided Smallwares;

Catering credits authorized by the University.

Once the final Annual Business Plan is approved by the University, Contractor shall be responsible for complying with the Annual Business Plan and shall not substantially deviate from it without the express written consent of the University. At the close of each academic semester, or more frequently if deemed necessary by the University, Contractor and the University shall meet to review operating results for the Fiscal Year to date, as well as operating plans for the balance of the Fiscal Year.

Should the University request significant changes to a previously approved Annual Business Plan due to changing service needs on campus, such an action will constitute a fair negotiation situation with regard to any required compensation by the University based upon a demonstration of financial need by the Contractor.

Protection of Persons and Property

The Contractor shall exercise due care and diligence to prevent any injury to persons or damage to the facilities, or other property or equipment of the University.

The Contractor shall notify the University of any emergency situation or condition potentially endangering human health or safety, or damage to the Facilities or

other property or equipment of any University. The Campus Security/Moscow Police Department is open and available 24/7.

Contractor will be responsible for the cost for the replacement of lost keys. If a University determines that keys lost by Contractor or its employees could compromise campus security, Contractor will be responsible for paying all costs associated with re-keying designated locations.

Contractor may request the University to re-key the Facilities with Contractor paying any costs of such re-keying.

Interruption of Services

The Contractor shall notify the University immediately if Contractor is aware of an eventuality that may necessitate an interruption or modification of the Services.

Use of Facilities

The Contractor shall obtain written approval from the University prior to utilization of the Facilities or equipment for any purpose other than providing Dining Services to the University. The University shall receive permission from the Contractor before allowing any third party to use the facilities or equipment. Any third party who uses the facilities will be responsible for any damages to the equipment including Contractors owned equipment.

The Contractor is prohibited from utilizing University Facilities, equipment, utilities, or vehicles to provide services for non-University related events without express written permission from the University.

The Contractor shall obtain written approval from the University prior to removal or modification of any Facilities or equipment owned or leased by the University.

The Contractor shall provide the University Dining Services liaison, or other individuals designated by the University, unrestricted access to the Dining Services areas.

If new retail or residential dining concepts are proposed, they must use the existing infrastructure. Any physical changes to the proposed facilities/equipment will be at the Contractor's expense unless otherwise agreed to by the University.

Cleaning and Sanitation of Facilities and Equipment

The Contractor shall be responsible for cleanliness of the serving and dining areas and maintenance of sanitary conditions. This includes spot cleaning of tables and chairs during service periods as well as cleanup of any spills that occur in these areas. The Contractor will comply with all local health regulations and requirements in regard to pandemics.

The Contractor shall operate and maintain all Facilities in accordance with all laws, ordinances, regulations and rules of federal, state and local authorities. Structural, utility, and equipment changes necessary in order to comply with such requirements and standards for which the University is responsible shall be made by the University at its expense.

The Contractor shall maintain the Hazard Analysis and Critical Control Points System ("HACCP") and have all required documentation.

The Contractor shall implement ServSafe standards as the minimum accepted standard.

The Contractor shall maintain a clean appearance in all dining Facilities during all meal periods. All empty soiled tables shall be cleaned within 15 minutes of customer departure. Spills and debris should be cleaned immediately when observed by employees.

The Contractor shall require its vendors to provide inspections and reports as part of their service. This includes but is not limited to onsite sanitation inspections, product purchase reviews and franchise inspections. A copy of all inspection reports shall be on file in the Dining Services office and with the Dining Liaison, with any discrepancies or concerns immediately reported to the University. The Contractor is responsible to implement corrective measures required as a result of these inspections. Reports of planned corrective action shall be submitted to the University within twenty-four (24) hours of receipt of an inspection report or within such extended time as approved by the University.

The Contractor shall be responsible for daily cleaning of all of the areas under its control including storage, kitchen, production, serving, seating and miscellaneous areas such as private dining rooms, lobbies, hallways, loading docks, stairways and elevators, lockers, and restrooms. This cleaning shall include equipment, floors, walls and furniture under the Contractor's control.

The Contractor shall have personnel with sufficient training to ensure the highest standards of sanitation and housekeeping.

The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas under its control. Schedules shall be posted and implemented no later than thirty (30) days after the beginning of the Agreement. Schedules are to be on file in the Contractor's Dining Services on-site office for review and approval by the University.

The Contractor shall be responsible for the daily pick up of compost materials and the disposal of garbage, fryer oil, and debris normally associated with daily Dining Service operations at each facility. The University will bear the cost of trash removal by a third party contractor. Section KK Sustainability outlines sustainability requirements relevant to waste disposal.

The Contractor shall be responsible for bringing all accumulated waste to designated collection points approved by the University.

Contractor will coordinate a professional company with trained cleaning services staff, prior to the start of each semester, to deep clean all carpeting and tile in the All-You-Care-To-Eat locations and all Retail Dining Service Facilities.

The Contractor will have a bacterium count on china, glassware and flatware conducted by an independent and certified professional laboratory at least once each month. A total count exceeding one hundred (100) Colony Forming Units microorganisms and detection of any E. coli for each tested area will be considered unsatisfactory. A copy of all reports shall be on file in the Contractor's Dining Services on-site office, with a scanned electronic copy of results sent to the University Dining Service Liaison. Any unsatisfactory report shall be immediately reported to the University Dining Service Liaison with email notification provided to the University foodservice consultant. Contractor shall use paper products until laboratory reports are satisfactory.

The University shall provide extermination services monthly, or more frequently if required, in the areas occupied by Contractor. Contractor shall report to the University Dining Service Liaison in writing any follow up required by the extermination company. A report of services rendered shall be on file in each Dining Services on-site office. Any concerns with the exterminator are to be made in writing to the University Dining Service Liaison.

The Contractor shall take additional precautionary measures as it relates to Federal and State Pandemic guidelines regarding cleaning, sanitation, and preventative measures.

Maintenance of Dining Services Facilities and Equipment

The Contractor shall provide routine care and cleaning for the Dining Services equipment in accordance with the equipment manufacturers' written recommendations.

The Contractor shall be responsible for the daily cleaning of grease hood filters and the coordination of quarterly cleaning of grease hood ductwork below the ceiling by a third party contractor. The internal hoods and ventilation systems shall be cleaned and maintained by an outside third-party contractor retained by the University at its own expense. Therefore, the Contractor shall not be responsible for the scheduled cleaning of this equipment above the ceiling.

The Contractor shall be responsible to report to the University and request needed repairs of cafeteria equipment and the Dining Services Facilities using the University work order system. All requested repairs require prior approval of the University's Dining Liaison. The Contractor shall notify appropriate University officials of equipment malfunction and shall not attempt any repairs.

The Contractor shall return to the University, at the expiration or termination of the Agreement, all equipment furnished by the University in the condition in which it was received, with the exceptions of a) normal wear and tear; b) casualty due to fire, flood, or other unavoidable occurrence; or c) theft by non-Contractor employees without negligence on the part of the Contractor. In the event that University-owned equipment must be replaced due to ordinary wear and tear or for improvement of the operations, unless otherwise agreed between the parties, the University will be responsible for such equipment replacement costs.

The University is responsible for a preventative maintenance program for the University-owned Dining Services equipment.

Pre-existing Catering Agreements

The Contractor shall honor any pre-existing executed Catering contracts for special events, conferences, camps, etc. that were put in place prior to the start of the Agreement. The Contractor may, however, offer additional options to the customers who contracted for those Catering events, with University approval.

Scheduling of Deliveries

The Contractor shall, at all times, comply with the University's traffic rules and regulations. Time of product delivery and on-site services provided by off-site vendors shall be subject to approval by the University.

Graphics and Advertising

The Contractor shall obtain approval from the University prior to use and display of University logo or its program graphics on menu boards, tabletop displays, promotional advertising, and/or bulletin boards.

Service Formats, Pricing and Portions

The Contractor shall not make changes or modify Services, including type of operation, hours of operation, food variety/selection, Contractor staffing, or pricing to customers without prior approval of University.

The Contractor shall develop and serve a menu mix which is responsive to University's needs and evolving trends and provides the following:

Innovative variety of high-quality, fresh, sustainable, appetizing and nutritious foods;

If requested by a University's Dining Services Liaison, the Contractor shall provide a prepared test sample of any proposed menu item or promotional offerings;

The Contractor shall offer a variety of healthy options every day for breakfast, lunch and dinner; and

Nutritional and allergy information shall be listed at each site, either at each station or easily accessible in a conspicuous location including, but not limited to, ingredients, calories, carbohydrates, total fat, saturated fat, sodium, and protein. The same information shall be listed on all grab and go items.

The Contractor shall engage students in the full food experience from raw foods to cooking, creating a level of transparency in the food preparation and dining experience and integrating them in the residential dining experience. Contractor shall engage customers by:

Educating on health and wellness through classes, demonstrations and regional dietitian support

Creating community through marketing, promotions and special events

Increasing connections to the University through education, student career advancement, as well as programmatic and financial support

Menus, Portions, Recipes and Menu Cycle

The Contractor shall maintain an on-line food recipe file for Products served. Foods shall be prepared and served in accordance with the recipe. The food recipe file shall remain the property of Contractor.

One (1) whole muscle meat shall be served at all lunch and dinner meal periods without exception. No Textured Vegetable Protein (TVP) or Soy additives or extenders shall be added to any formed meat Products.

In each residential dining facility, the customer will be allowed unlimited portions from any area that is self-serve and unlimited seconds on all items. Any second portions shall be served on a clean dinner plate. Servers will not accept a used plate from a customer who returns for a second portion.

Leftover foods will be kept to a minimum and storage will adhere to ServSafe and HACCP Guidelines.

Purchasing

The University reserves the right to conduct random audits of Contractor's invoices during the term of the Agreement for the purpose of ensuring compliance with product standards, local sourcing goals, and sustainable initiatives is met.

The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and keeping inventory of all foods and direct supplies, and will pay for all food and direct supplies related to food production, service and management applicable to this Agreement. The Contractor must be able to show a clear audit trail for all transactions.

The Contractor shall require all purchases be delivered in transportation containers with proper refrigeration temperatures to maintain quality of product. Any purveyor not meeting or providing adequate refrigeration or protection from product deterioration during transport shall be, at the discretion of the University, barred from the University as an unacceptable purveyor. It will be the Contractor's responsibility to replace the purveyor with someone acceptable to the University.

Product Standards

The Contractor shall provide freshly prepared Products, local ingredients, and limit the use of processed foods. There is also a desire to include authentic regional and international foods.

Only vegetable-based, non-hydrogenated oils shall be used in cooking/and or preparing foods.

Contractor shall ensure consumable products meet or exceed the following minimum food product specifications:

Meat, meat Products, poultry and poultry Products, and seafood Products shall be slaughtered, processed, manufactured, and packed in plants operated under a USDA inspection program and bearing the appropriate seal.

Minimum grading requirements are as follows:

- (1) Beef, Lamb and Veal – USDA Choice or better
- (2) Ground Beef – 100% Beef, maximum 20% Fat
- (3) Pork – USDA Grade No. 1
- (4) Poultry – USDA Grade A
- (5) Seafood – USDA Top Grade
- (6) Provisions and Variety Products – USDA Grade No. 1
- (7) Sausage Products – Federal, State and Local inspected plants, Grade No. 1
- (8) Milk, Butter (92 score) and Cheese Products shall be USDA Grade A
- (9) Eggs shall be USDA or state Grade A, size Large
- (10) Fresh fruits and vegetables shall be USDA Fancy to Grade No. 1
- (11) Frozen, dry stored and canned fruit/vegetables shall be USDA Grade A Fancy

Contractor's Employees

The Contractor shall assign and maintain a management staff for the University with the background, education, training and experience to operate and manage a foodservice operation of this magnitude.

The Contractor shall ensure at all times that all managerial and hourly staff display an appropriate identification badge (name and title) to be approved by the University.

The Contractor shall ensure that all employees, full-time, part-time and students, are trained in their job positions, and fully understand the job before or are supervised while working the position.

The University is committed to ensuring that all activities conducted on the University campus promote and protect the health, wellness, safety, and security of students, including minors under the age of eighteen who participate. In order to ensure that this objective is met, Contractor agrees to the following provisions:

Background Clearance. All Contractor personnel (including student workers) involved with the operation and oversight of the Dining Services will be required to have the following satisfactory clearances: criminal background checks for non-student hourly employees, student workers, interns and volunteers, if their work involves significant contact with minors. Contractor shall maintain records of

the clearances and provide a report to The University showing the name, date and satisfactory clearance status of all personnel involved with the Dining Services. In addition, The University will have the right to review the clearance files to validate that there is no disqualifying information. All clearances must be renewed every two years.

Staff Code of Conduct.

Mandated Reporting.

At no time shall student workers be unsupervised.

Training: Employees shall be required to meet the necessary qualifications of ServSafe and HACCP systems. The Contractor shall be required to have the resources and staff for continually providing satisfactory training and development programs for all employees, supervisors and managers at all levels of the organization. A record shall be maintained with a summary of the content of the training sessions and all attendees. This record will be filed in each Contractor's Dining Services on-site office and be available to the University.

Uniforms and Dress Code:

The Contractor shall provide uniforms with nametags for its employees. Contractor shall submit, for the University's approval, a sample of the proposed uniform, including nametags. The University will supply any required branded logos for the uniforms.

While performing their work assignments, employees shall wear uniforms and nametags approved by the University. This includes all full-time and part-time employees and student workers.

Contractor shall be responsible for maintenance and cleanliness of its employees' uniforms.

University expects regular visits from the Contractor's designated management resource(s) on a mutually agreed upon schedule. The site visits and inspection shall include:

Inspection of the preparation and serving of Dining Services;

Interaction with customers during serving periods to determine levels of customer satisfaction and to encourage customer recommendations to enhance the Services;

Inspection of the sanitation and quality assurance procedures;

Meeting with the University to review the Services, receive feedback and discuss continuous improvement;

Provide oversight of on-site financial/accounting methods and procedures;

Within forty-eight (48) hours after a request from a University, Contractor's designated management resource shall visit the site to address issues of concern to the University, and

After each visitation, the Contractor's designated management resource will provide to the University follow-up documentation of visitation with observations, recommendations, and an action plan for any areas that need immediate attention.

The Contractor's employees shall park in areas designated by the University.

Unless provided for in this contract, Contractor shall not enter into a contract with any other party for furnishing any of the work or services herein contracted for without the written consent, guidance and approval of a University Dining Services Liaison. Any subcontract hereunder entered into, subsequent to the execution of this contract, must be annotated "Approved" by both a University Dining Services Liaison and the contracting officer.

The Contractor shall display photographs of all management staff on the University's Dining Services website. This site is to be updated regularly and within 48 hours of any management change.

Staffing

Contractor will maintain adequate management and operational staff to ensure quality dining service operations. Contractor shall provide a best-in-class management and staff organization structure.

Security

During periods when employees are scheduled to work, Contractor shall maintain adequate security of the Dining Services Facilities, equipment, supplies and products and will follow any site-specific security guidelines provided by a University.

The Contractor shall secure designated doors, windows, openings, and storage areas within the Dining Services areas based on its best judgment, and as directed by a University.

The Contractor is exclusively responsible for the theft or loss of any equipment, monies, supplies or Products, whether owned by Contractor or a University, which occur as a result of Contractor's failure to maintain adequate security where physically capable of securing such Facilities.

Catering Services

The Contractor shall have exclusive rights to provide Catering services for all catered events held in All-You-Care-To-Eat dining halls, all campus buildings except the University of Idaho Golf Course and all Golf retail locations.

The Contractor shall have first right of refusal for all Catering services with the exception of events under two hundred and fifty dollars (\$250.00) which allows University groups to secure Catering from outside caterers. In special circumstances (i.e. for events that the Contractor is unable to adequately service), the University Dining Service Liaison shall have the authority to waive the first right of refusal.

All Catering shall have a billable Fund Center number identified at the time of the reservation. Special exceptions to the exclusivity provision will be addressed with a University's Vice President for Administration and Finance or designee.

The Contractor shall provide Catering services that provide a complete Catering experience with Catering services to include but not be limited to online ordering, billing, confirmation of services, foods, beverages, linens, and food rental equipment.

The Contractor shall provide a comprehensive Catering menu including breakfast, lunch, dinner, beverage/snack breaks, and receptions, and offer a wide variety of service options and price ranges.

The Contractor shall be sensitive to the differing needs of various University constituencies and recognize that creative menus and service techniques are required to support the University's reputation for excellence and innovation. Due to operating budget constraints, University personnel are often sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns.

The Contractor must provide a minimum of three (3) tiers of service similar to those described below to maximize service to guests.

Budget Oriented Service: This service is for enrolled students, staff, faculty and student organizations. An example would be pizza pick-up where students are responsible to pick up the product and clean up after the event, or a sponsored picnic event where the Contractor supplies product and some service, but with assistance from student organizations in set up, staffing and clean up. Also, registered student organizations may place orders for groups of 10-50 through any Contractor-controlled food service venue.

Value Service: Drop off buffet service with limited set up and bus service or clean up.

Full or Premium Service: Buffets or served meals with full wait staff and bus service.

Fine Dining or Presidential Signature Events.

For events planned prior to contract go-live, the Contractor must honor the specific Catering service commitments of menus, confirmed prices and other arrangements made by the previous Contractor, and known by the University, prior to the beginning of this current contract.

The Contractor shall be required to provide the following software and hardware in support of the Catering program: Event and Catering Management software and hardware, including interactive software platform for web-based Catering ordering substantially similar to Caterease or Catertrax.

The Contractor shall be responsible for the proper training of any Employee assigned to Catering events. Minimum staffing guidelines shall be mutually established and agreed to by Contractor and the University, based on event type and location.

The Contractor shall ensure that events are completely set up and ready for service at least 30 minutes prior to the scheduled event start time. Hot Food may be delivered 15 minutes prior to start time to ensure a quality product.

The Contractor shall ensure the following requirements are met:

All foods shall be labeled with allergens,

Dispatch and breakdown area are to be camouflaged from customers,

Contractor is responsible for the complete set up and breakdown of all event space with respect to bars, tabletops, linens and equipment,

Tables should be properly set with linen and decorative décor, using properly cleaned service ware and glassware, as appropriate.

Should Contractor wish to use the campus dining program to engage in non-University related off-campus catering business in the local community, such business must be approved in advance by the University Dining Liaison, including reporting mechanisms and compensation arrangements. In all cases, the Catering requirements for the University are and shall remain a top priority and take precedence over any off-campus catering business. Contractor retains the responsibility for collecting and paying of all required taxes associated with non-University catered events.

The Contractor shall ensure that China, glass, silver and biodegradable wares used for catered events shall be of superior quality. Minimum service ware standards shall be mutually established and agreed to by Contractor and University, based on event type and location.

The Contractor shall be solely responsible for securing its equipment promptly at the closing of an event. When specialized catering equipment is required it shall

be procured or rented by the Contractor if it is not available in the Contractor's inventory of Dining Service equipment.

The Contractor shall be required to remove all food and beverage Catering products at the end of the event, within two (2) hours of event completion. The Contractor is required to remove large rental equipment provided for the Catering event within twelve (12) hours of the end of the event, unless written approval is provided by the event coordinator.

Delivery will be charged at the rate established for all off campus University facilities. The Contractor may provide off site catering.

After a catered event the Catering manager shall forward to the event sponsor an evaluation form. Any negative comments shall be immediately discussed with the event sponsor. Copies of completed evaluation forms and written corrective actions, as needed, shall be forwarded to the Dining Service Liaison no later than two weeks after the event.

The Contractor shall abide by any alcohol policy implemented by a University and all Contractor employees serving alcoholic beverages will be TIPS (Training for Interception) trained.

The Contractor shall furnish the Dining Service liaison access, via the catering software, to information regarding all catered functions including date of event, menu, costs charged, and sponsor prior to the event.

The Contractor should provide a Meal Cash Credit for all students participating in a Meal Plan who attend a catered event, special function, barbecue, picnic, etc. that is University sponsored. The Contractor shall propose in its Cost Proposal (Appendix D) a Meal Cash Credit which will be applied toward the value of the meal. The Meal Cash Credit is a set dollar amount a student receives for use at select campus retail dining establishments or Catering events, in exchange for a single "Meal Plan swipe."

The Catering Manager should respond to all Catering requests within a reasonable time period.

The Contractor shall remit to Idaho State tax commission any State sales tax that the State instructs the Contractor to, as it applies to any revenue generated from either business conducted by Contractor outside of the University's premises or where outside business would come to campus and not be classified as tax exempt. This will be handled by the Contractor on case by case basis.

The Contractor shall cater all meal requests for performers, artists and other special guests at the various sites on campus. Contractor should be flexible to cater special meals.

The Contractor shall move all furniture to set up Catering events in the Facilities under their control.

Meeting Expectations

The Contractor shall participate in and facilitate food and Catering feedback meetings, including the student dining feedback meetings.

The Contractor shall participate in meetings with the University Dining Services Liaison at the discretion of the University, at mutually agreed upon times. The agenda will include a review and update of financials, performance tracking against annual plan and defined performance metrics, survey data gathering and responses, and other items as determined by the University Dining Services Liaison.

Motor Vehicles

The Contractor is responsible for providing sufficient and adequate motor vehicles required for the transport of food and/or beverage items under this contract, and for providing an adequate and qualified staff to operate such vehicles.

The Contractor shall be liable for all damages or injuries caused by the negligent operation of said motor vehicles by the agents or employees of Contractor. Vehicles used to transport materials or food across University sidewalks must be no wider than the width of the sidewalks traveled.

The vehicles and transportation of food will follow all local and regulatory safety practices and adhere to HACCP and SERV safe guidelines for transportation of food and beverages.

Energy Management

The Contractor shall provide an energy management program for review and approval by The University within thirty (30) calendar days of the Effective Date of the Agreement, with the goal of mutually agreeing upon and implementing an energy management program.

Marketing and Communications Plan

The Contractor shall aggressively market and promote the Dining Services on campus.

The Contractor shall be responsible for developing and implementing a proactive annual marketing/communications plan to promote the Dining Services to The University's campus community. The focus of the marketing/communications plan shall be to maximize participation and sales in the Dining Services and Catering services. At a minimum, the marketing/communications plan must include the following:

Social media strategy for residential, retail dining, and catering;

Identification of target markets;

Specific strategies to build revenue, enhance satisfaction, and generate goodwill on campus and in the local community;

Implementation plan and calendar;

Marketing budget;

Success measures.

The Contractor shall provide digital content and appropriate permanent signs displayed in approved areas to identify service stations.

The Contractor shall obtain approval from the University prior to on-site use and display of University or its program graphics on menu boards, tabletop displays, promotional advertising, and/or bulletin boards.

The Contractor is expected to budget an effective amount for marketing that will meet the marketing goals of the University, which include:

Voluntary Meal Plan participation growth year over year,

Retail Dining Promotions,

Student involvement in dining events

The final marketing plan shall be provided to the Dining Services Liaison at least thirty (30) days prior to the start of the Agreement and annually as part of the annual plan thereafter.

Equipment and Reimbursable Items

At the start of the Agreement, the parties will perform a joint inventory of Products, Smallwares and Dining Services Equipment, which will be signed by both parties. Both parties shall be bound by their representative's signature to the acceptance of the inventory of such items. Any disagreements or disputes to the inventory count of items must be placed in writing to the other party within ten (10) days of the date the physical inventory was taken. Ten (10) days prior to the termination of the Agreement, the Contractor and University will perform another joint inventory of Products, Smallwares and Dining Services equipment. Determination shall be made at this time concerning any excessive wear or misuse of Facilities and Dining Service equipment on the part of the Contractor. Compensation for excessive wear or misuse of Facilities and Dining Services equipment shall be paid to the University by the Contractor equal in value to the cost of replacement.

The Contractor shall make any necessary requests to the University for replacement or addition of Facilities and equipment. Any additions to the Facilities or equipment will be added to the inventory of Dining Services equipment. Items that become unserviceable through normal use/wear-and-tear will be turned over to the University and deleted from the inventory of Dining Services equipment. The Contractor shall reimburse the University for replacement costs of all items not accounted for at the end of the Agreement period.

Ownership of all non-expendable items and equipment shall remain with The University. However, the Contractor agrees to take such measures as may be reasonably required by the University for the protection against loss by pilferage or destruction. The Contractor shall have the responsibility for the costs of any damage or loss to the equipment or premises of any University caused by the negligence of the Contractor or its associates. Nothing herein relieves the Contractor from its obligation to replace Dining Services equipment lost due to destruction, loss or pilferage.

At the termination of the Agreement, the University shall maintain all Products, Smallwares, and Dining Service equipment purchased as Costs of Business by University. Further, the parties shall work together to reduce and use the

existing food and/or supplies on the Premises as the Agreement nears expiration or termination.

If dishwashing facilities should become temporarily inoperative, disposable paper service will be utilized. The Contractor shall be responsible for maintaining an adequate inventory of disposal paper products to meet an emergency need.

The Contractor shall be responsible for the acquisition and maintenance of all office and housekeeping supplies as required for operations.

Small Wares

At the start of the Agreement and annually thereafter, the Contractor, with a designated University representative, shall take a full inventory of all glassware, chinaware, flatware, service trays, and kitchenware to be submitted to the University.

The Contractor shall be responsible for maintaining a given level of inventory and replacements as needed for all china, glassware, trays, kitchenware, flatware, and serving utensils. Ownership of inventory will remain with the University.

Emergency Services

The Contractor shall be required to provide Dining Services under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, tornado, earthquake, pandemic, power failure, etc.

The Contractor shall not be reimbursed for any loss of revenue from an interruption of service or operations, or for use of any dining service areas or facilities for such emergency purposes. In some emergency instances, food service areas and facilities may be used for purposes other than food service.

Sustainability

The University is committed to sustainability and requires no Styrofoam, paper instead of plastic straws, etc. The University prefers use of local and regional products in the Dining Services, where possible. The University encourages the Contractor to (1) educate student consumers about the benefits of sustainable agriculture, (2) support sustainability by working with farmers that protect the environment, prevent pollution by reducing the use of pesticides on crops, and

raise livestock free of any GMO feeds, (3) use grass fed beef and (4) use cage-free eggs. Contractor shall take all necessary steps to ensure fair and respectful treatment of farm animals and employees from the companies with which they do business. The University will annually review this program.

Contractor shall commit to a “farm to plate” purchasing program, sourcing 15 percent (15%) of its products from regional sources from within 200 miles of the University. Contractor shall provide auditable documentation of the amount of local food purchased annually.

The Contractor shall be required to understand, comply with, develop, and implement a comprehensive sustainability plan for the dining program at least thirty (30) days prior to the start of the Agreement. The sustainability plan shall be updated annually and become part of the Dining Services’ Annual Plan.

Contractor shall comply with all existing as well as any future recycling and composting policies established by the University, including those for equipment and electronics. The following are current sustainability initiatives:

The purchase of proteins and produce from the College of Agriculture and Life Sciences,

The delivery of food compost from ISUB and the Eatery to the University Sustainability Center.

Alcohol Service

The Contractor will provide alcohol (wine, beer and liquor) concessions only at events and venues designated by the University. The University will have final approval on the venues and events that the alcohol, including liquor shall be provided.

The Contractor shall be solely responsible for obtaining and keeping the license for beer and wine service in full force and effect during the term of the Agreement including, but not limited to, filing applications for renewal and paying all fees in connection to the license. The Contractor will secure a third party vendor to provide liquor service as needed to the University.

The sale, service and consumption of alcoholic beverages at a Permitted Event shall be confined to the specific event, area or activity identified on the Beverage Permit application. Service of alcohol at the Permitted Event must be done by

authorized institutional employees or through institution approved third-party contractors (such as caterers or institution food service providers) TIPS training shall be required for all individuals responsible for alcohol service. For approved third party contractors, responsibility for TIPS training lies with the Contractor. In no event shall the general public or any participants in a Permitted Event be allowed to bring alcoholic beverages into a Permitted Event, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.

The Alcohol Beverage Permit shall set forth the time at which sale, service, possession and consumption of alcoholic beverages will be permitted, which shall be strictly enforced by the Contractor. Service and sale of alcoholic beverages shall stop at a time in advance of the time of closure of the event sufficient to allow an orderly and temperate consumption of the balance of the alcoholic beverages then in possession of the participants of the event prior to closure of the event. Food must be available at the Permitted Event. Non-alcoholic beverages must be readily available at every Permitted Event

Only those who are of lawful age to consume alcoholic beverages, will be authorized to possess and consume alcoholic beverages at the Permitted Event. An Alcohol Beverage Permit for a Permitted Event may allow alcoholic beverages to be possessed and consumed throughout the Permitted Event area, provided that the area is fully enclosed, and provided further that area is such that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area.

The event sponsor and those individuals and contractors furnishing alcohol at the Permitted Event shall be responsible for ensuring that no one under the legal drinking age, or visibly intoxicated person is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the Permitted Event. All third party event sponsors and all third party contract alcohol providers shall indemnify the institution, State Board of Education and the State of Idaho for all damages resulting from that entity's negligence. All third party event sponsors and all contract alcohol providers must provide proof of appropriate insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage limits sufficient to meet the needs of the institution.

Concessions

The following University sports have concessions provided by the University: Soccer, Volleyball, Football, Basketball and Track.

The University may wish to purchase packaged food items at cost directly from the Contractor for the purpose of resale at the concession venues.

Reporting Section

Contractor shall provide reasonable reporting on its services to the Dining Services Liaison at a mutually agreed upon cadence.

Miscellaneous

Contractor shall provide during final exams (first three days), a late-night snack to each residence hall, at one retail location for meal card holders, and other locations as approved by the University Dining Services Liaison.

Glossary of Terms

As used in this Agreement, the capitalize terms below shall have the following meanings:

“Annual Business Plan” shall be the annual plan developed by Contractor, and approved by University, for providing the Services at the Facilities, as outlined in more detail in the SOW.

“Board Days” shall mean the number of days in an academic year in which the Contractor shall operate the residential dining halls.

“Bond Financed Facilities” shall mean those certain Dining Services Facilities of the University which have been financed with proceeds of tax-exempt bonds.

“Capital Investment” shall mean the funds to be provided by Contractor to University for purposes of funding capital improvements to University’s Dining Service Facilities as set forth in more detail in Attachment C (Financial Commitment).

“Cash Sales” shall mean all revenue generated by the cash, credit card, debit card in any Dining Service Facility, less sales tax.

“Catering” shall mean the food and beverage service provided by Contractor at the Facilities and any off-site locations for meetings, conferences, dinners, parties and other special functions as requested by University or a third-party with the approval of University.

“Client” or “University” shall mean the University of Idaho.

“Day” shall mean a calendar day, unless specifically indicated otherwise in the Agreement.

“Declining Balance Funds”, “Dining Dollars” or “Flex Funds” shall mean a debit system of funds that are purchased by students, faculty or staff and added to the meal plan for use as a cash equivalent at retail and other approved locations as outlined in more detail in the SOW.

“Dining Service Facilities”, “Facilities” or “Premises” shall mean all locations on the University campus where Contractor shall render the Dining Services.

“Dining Services Liaison” shall mean the person or firm designated in writing by the University to convey and receive notices, requests or other communications from the Contractor.

“Fiscal Year” shall mean the period of July 1 through June 30 of each year of the Term.

“Meal Exchange” shall mean a University Meal Plan option which allows the participant to exchange a meal in the residential dining facility for a single meal or swipe at certain retail locations or catered events, as set forth in more detail in the SOW.

“Meal Plan” and “Board Plan” shall mean the residential dining plans that are offered for sale by the University to its students, faculty and staff.

“National Brands” or “Branded Concepts” shall mean the retail food and beverage locations operated by Contractor through national or regional third-party license agreements, franchise agreements, or subcontracts. Contractor’s internally developed brands are not considered National Brands.

“Operating Days” shall mean the days in which the Contractor provides Dining Services, inclusive of all Board Days and all other days in which Contractor provides retail, catering, concession or camp services to the University.

“Permitted Event” shall mean an event (e.g., catered, concession, etc.) where alcohol is served through the University’s permitting process and approval.

“Products” shall mean those food products, non-alcoholic and alcoholic beverages, and other such expendable articles provided by Contractor as part of the Services.

“Services” or “Dining Services” shall mean the exclusive dining services, including the sale of food, beverages, goods and other items, provided by Contractor for University at the Facilities, including for residential dining, retail, catering, concessions, conferences, camps, and other locations as may be mutually agreed by the Parties in writing.

“Smallwares” shall mean dishware, glassware, flatware, utensils and similar items used in providing the Services.

“SOW” shall mean the Statement of Work, attached to the Agreement as Attachment A.

Summary Chart Responsibilities

Summary Chart

This is a summary table of responsibilities that outlines whether the Contractor or University will be responsible for performing and/or managing each line item. The cost associated with Contractor responsible items, unless otherwise specified, will be included as a Cost of Business.

Included as an Operational Expense	Contractor	University
FOOD AND BEVERAGES		
Food and beverage purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
Ownership of Products and Smallwares	X	
LABOR		
Payment of regular full-time and part-time hourly Employees	X	
Payment of Student (part-time) salaries	X	
Payment of salaried management Employees	X	
Payment of Sick Leave pay	X	
Payment of Holiday pay	X	
Payroll of Actual Taxes	X	
Actual Costs of Taxes and Benefits	X	
Labor Costs Taxes & Benefits	X	
Payment of Actual Workers Compensation Insurance	X	
On-site Preparation of payroll	X	
On-site Processing of payroll	X	
Training and Development cost	X	
Relocation of employees	X	
DIRECT EXPENSE RESPONSIBILITIES		
Telephone and internet connection initial installation		X
Telephone local		X
Telephone long-distance and internet Services		X
Annual maintenance fee for Point of Sales system (\$30,000 annually)	X	
Removal of trash and garbage from all dining facilities		X
Removal of recyclables from Premises		X
Servicing Grease Traps		X
Daily cleaning of grease hood filters	X	
Coordination of quarterly cleaning through third party contractor of grease hood ductwork below the ceiling	X	
Twice annual cleaning of grease hood ductwork above ceiling		X
Light replacement		X

Included as an Operational Expense	Contractor	University
Replacement of china, glass, flatware	X	
Initial inventory of Smallwares and other foodservice equipment (items greater than \$500)		X
Repair to infrastructure (vents to outside, gas line)		X
Cost of maintaining and repairing equipment		X
Daily cleaning of equipment, including refrigeration/freezers	X	
Credit card equipment, installation and processing	X	
Cleaning of floors, walls, furniture and windows in all dining areas, including production, service and seating areas	X	
Cleaning of storage and receiving areas	X	
Ceiling and ceiling vents and light fixtures		X
Liquor License -obtainment and management	X	
Products and public liability insurance	X	
Gas, Water and Electric Utilities		X
General Office Supplies and equipment	X	
Office Facilities and initial outfitting of furniture		X
Facility Maintenance and Repairs		X
Security key initial issue		X
Security key replacements (at Contractor's own expense)	X	
Exterminator Services		X
Repair and service hood fire detection / suppression system		X
Linen Rental and Laundering	X	
Uniforms and uniform laundering	X	
Actual cost of insurance premiums	X	
Employee Background checks and drug tests	X	
Approved advertising and promotions	X	
Paper and cleaning supplies	X	
Menu printing	X	
Security transportation of monies	X	
Rental equipment and leased vehicle for food delivery & Catering	X	
Owned or leased vehicles	X	
SALES AND SALES TAX		
Sales & Use taxes on each: Collected Amounts (excluding Board plans)	X	
Sales and Use taxes on board plan	X	X
CLEANING RESPONSIBILITIES		
Walls and fixtures on walls (6 feet and below)	X	
Cleaning of food preparation, delivery and service areas	X	
Ceiling and ceiling vents and light fixtures		X
Cleaning of dining tables and chairs	X	
Semi-annual cleaning of floors (deep cleaning carpets and hard surfaces)	X	
Daily cleaning of floors	X	

Included as an Operational Expense	Contractor	University
Daily cleaning of back of house / staff restrooms located in Contractor spaces(Excludes FOH restrooms)	X	

CONTRACTOR ATTACHMENT B: COST OF SERVICES
(Pages 61 through 82)



Contract Number: UI-866

CONTRACT FOR

Management of Dining Services

WITH

Chartwells Higher Education

ATTACHMENT B - Cost of Services

ATTACHMENT B
University of Idaho and Contractor

I. Bond-Financed Facilities

Certain of the University's Dining Service Facilities have been financed with proceeds of tax-exempt bonds (the "Bond Financed Facilities"). University and Contractor intend that the Agreement meet the safe harbor conditions of IRS Revenue Procedure 2017-13 with respect to the Bond-Financed Facilities, under which a management contract does not result in private business under Section 141(b) or Section 145(a)(2)(B) of the Code. Contractor understands that the Bond-Financed Facilities on which the Dining Services are provided are premises that have been financed with proceeds of bonds, the interest of which is excludable from "gross income" for federal income tax purposes, and that, therefore, this Agreement is intended to comply with the management contract's safe-harbor guidelines of Rev. Proc. 2017-13, I.R.B. 2017-6, as amended and superseded ("Guidelines"). University and Contractor represent that compensation for the services provided by Contractor is reasonable, and it is consistent with industry standards. For purposes of compliance with the Guidelines, University and Contractor intend that compensation paid to Contractor pursuant to this Agreement and further described in this Attachment B constitutes a management fee contract within the meaning of Section 4.06 of the Guidelines, and will not be treated as providing a share of net profits of the Bond-Financed Facilities to Contractor.

II. Cost of Business & Management Fee Compensation

A. Contractor shall provide the services hereunder on Cost of Business plus Management Fee basis, whereby Contractor shall be reimbursed by University for the Contractor Costs of Business (as defined herein below), and shall receive a Management Fee (as defined herein below) for providing the Services. University shall retain all proceeds of sales from the dining program and shall be responsible to reimburse Contractor monthly for its Cost of Business, as well as incur all of University's own costs of operation.

B. Per the payment terms set forth below, University shall reimburse Contractor an amount equal to Contractor's Cost of Business to provide the Services. Costs of Business shall be determined on an accrual basis and shall consist of the sum of the items outlined in Schedule 1 to this Attachment.

For the purposes of clarity, the amortization and depreciation expense for the Pre-Opening Expenses, Signing Bonus, Innovation Fund and other In-Kind Funds, and Capital Investment shall not be treated as a Cost of Business for purposes of billing to the University, and instead, such amounts shall be accrued, amortized and depreciated by Contractor on its books on a below-the-line basis. However, should the Agreement be terminated early, University shall remain liable for the repayment of any unamortized balance of such Pre-Opening Expenses, Signing Bonus, and Capital Investment as set forth in the Financial Commitment provisions of the Agreement.

C. During the Term of this Agreement and subject to the KPI provisions set forth below, University shall pay Contractor a monthly management fee that is equal to four percent (4%) of Net Sales for such month (the "Management Fee"). Within fifteen days of the end of each Fiscal Year (ending June 30th), the Parties shall perform a reconciliation of total Management Fee paid to Contractor through the end of such Fiscal Year, against Net Sales for the same period (and at the end of each successive Fiscal Year during the Term). Should the calculation of 4% of Net Sales due to Contractor for the 12-month period be greater than the total Management Fee paid to Chartwells during the 12-month period, University shall pay any deficit amount within thirty (30)

days of such reconciliation. Should the calculation of 4% of Net Sales due to Contractor for the 12-month period be less than the Management Fee actually paid to Contractor during such 12-month period, Contractor will pay any deficit amount to University within thirty (30) days of such reconciliation.

For the purposes of calculating Contractor's Management Fee, the term "Net Sales" shall mean all moneys from sales collected through operation of the Dining Service Facilities, whether by cash, check, credit card, debit card, meal plan payments and dining dollars, but excluding: (1) receipts from sales of meals to employees of Contractor; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and (6) taxes collected by Contractor or any other vendor as required by governmental authorities.

D. In the event of a change in social security taxes or the federal or state unemployment taxes, or in the event of an imposition of new federal, state, or local payroll based taxes, or in the event of an increase in the minimum wage rate or the enactment of any "living wage" or similar laws by any governmental entity, or an increase in costs of employee benefits, whether as a result of a change in federal, state or local laws or a federal, state or local legislative or regulatory mandate, the foregoing Costs of Business shall be changed by the actual change in costs to Contractor from the date such change occurs. Notwithstanding the foregoing definition of Costs of Business, in the event that a determination has been made by the appropriate governmental authority prior to the date of this Agreement that a subsidy payment, either in part or in full, paid by the University pursuant to this Agreement, is subject to any sales tax or any similar tax, the full amount of such tax and any interest and/or penalties with respect thereto concerning such subsidy shall be a Cost of Business if required to be paid by Contractor to a government; and in the event that a determination is made during the term of this Agreement or after the term of this Agreement by the appropriate governmental authority that the subsidy payment, either in part or in full, paid by the University pursuant to this Agreement, is subject to any sales tax or any similar tax, the full amount of such tax, together with any interest and/or penalties with respect thereto concerning such subsidy, shall be a Cost of Business and shall immediately, upon receipt of an invoice from Contractor therefore, be reimbursed by University to Contractor if Contractor has paid that amount to a government, notwithstanding the year in which such determination is made. The University shall, in addition, from the time of such determination forward, pay such tax to Contractor in the same manner as all other Costs of Business if Contractor is required to remit that tax to a government..

III. No Sharing of Profits or Losses

In the event Contractor would suffer any losses in connection with the Services provided by Contractor under this Agreement, within 60 days after the end of each Fiscal Year, University will reimburse Contractor for such losses. Any expenses paid by Contractor and not reimbursed by University do not take into account the net profits or net losses of the Bond Financed Facilities. Furthermore, the timing of the compensation paid to Contractor is not contingent upon the Bond Financed Facilities' net losses or profits.

IV. Tax Exempt Bonds Compliance

University and Contractor acknowledge that this agreement is intended to be a service agreement in which Contractor operates the University's Dining Service Facilities in the Bond Financed Facilities. Accordingly, Contractor agrees that it will not claim on any filing with the Internal Revenue Service any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Bond Financed Facilities, or take any other position in any filing with the Internal Revenue Service that is inconsistent with its role as a service provider to the University under this Agreement. Contractor does not bear the risk of loss upon damage or destruction of the managed property (for example,

due to force majeure). University and Contractor agree to ensure that throughout the Term: (i) no more than 20 percent of the voting power of the governing body of the University is vested in the directors, officers, shareholders, partners, members, and employees of Contractor, in the aggregate; (ii) the governing body of the University does not include the chief executive officer (or a person with equivalent management responsibilities) of Contractor or the chairperson (or equivalent executive) of Contractor's governing body; and (iii) the chief executive officer of Contractor is not the chief executive officer of the University or any of the qualified user's related parties (within the meaning of section 1.150-1(b) of the Treasury Regulations). Contractor and University agree to make a good-faith effort to amend this Agreement, to the extent necessary, to ensure compliance with the Guidelines.

V. Meal Plan Pricing

A. Board Plan Rates: Prior to the beginning of each Fiscal Year, the Parties shall coordinate and mutually agree upon the calendar start and end dates for Board Days for the upcoming Fiscal Year. University shall have the right to establish the Board Plan rates and Board Days during the Term of this Agreement in its discretion. Solely for purposes of calculation of the Contractor's Management Fee at the end of each month during Year 1 of the Agreement, University and Contractor will meet and agree upon daily rates to be applied against amounts collected by University for the Board Plan for purposes of determining the calculation of Net Sales for such month.

B. Guest Meals & Meal Exchange. For Year 1 of the Agreement, students are allowed a number of guest meals per semester ("Guest Meals") and a number of meal exchanges per week for all access Board Plans and per semester for block Board Plans as outlined in the table below.

Residential Meal Plans	Voluntary Meal Plans
The Vandal Unlimited Meals + \$100 Dining Dollars includes 5 guest meals Meal exchange per week:7	Platinum 19 Meals per week + \$150 Dining Dollars Meal exchange per week:5
The Joe 19 Meals per week + \$150 Dining Dollars includes 5 guest meals Meal exchange per week:5	The Gold 14 Meals per week + \$150 Dining Dollars Meal exchange per week:5
The Pride 14 Meals per week + \$250 Dining Dollars includes 5 guest meals Meal exchange per week:5	Terrific Trio 50 Meals per semester + \$250 Dining Dollars
Silver 160 160 Meals per semester + \$450 Dining Dollars includes 5 guest meals Meal exchange per Semester:32	The Weekender 35 Meals per semester + \$200 Dining Dollars
Silver 130 130 Meals per semester + \$650 Dining Dollars Meal exchange per Semester:24	The Vandals 10 10 Meals per semester + \$100 Dining Dollars
Silver 95 95 Meals per semester + \$900 Dining Dollars Meal exchange per Semester:16	RA Meal plan 10 Meals per week + \$450 Dining Dollars

<p>Bronze 50 50 Meals per semester + \$250 Dining Dollars</p>	
<p>Faculty & Staff Meal Plans</p>	<p>Graduate Student Meal Plans</p>
<p>The Newbie Buy 10 Meals at \$6.50 – plus 1 Meal Free The Regular Buy 20 Meals at \$6.50 – plus 2 Meals Free The Loyalist Buy 30 Meals at \$6.50 – plus 3 Meals Free *meals can be used to swipe in colleagues, family, or friends</p>	<p>Cinch 10 Buy 10 Meals at \$6.50 – plus 1 Meal Free Cinch 20 Buy 20 Meals at \$6.50 – plus 2 Meals Free Cinch 30 Buy 30 Meals at \$6.50 – plus 3 Meals Free</p>

For plans which include Guest Meals, these are in addition to the available all access meals or block meals for the respective meal plan. Students must notify the cashier, at point of sale, when using Guest Meals. The Parties will mutually agree upon the guest meal and meal exchange program for each subsequent Fiscal Year during the Term.

Guest Meals are not additional meals; they are included in the total number of meals per board plan. Students must notify the cashier, at point of sale, when using Guest Meals. The Parties will mutually agree upon the guest meal program for each subsequent Fiscal Year during the Term.

C. Casual Meal Rates. The Casual Meal Rate is the price charged in the "all-you-care-to-eat" Hub Residential Dining Center featuring continuous dining for non-meal plan holders. The rates are set forth below for the first year of the Contract. Each subsequent year, the casual meal rates shall be adjusted in the discretion of the University.

(1)	(2)	U n i v e r s i t y S t u d e n t s , F a	(3)
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			c u l t y & S t a f f *		
(4)	B r e a k f a s t	(5)	\$ 7 . 0 0	(6)	
(7)	L u n c h	(8)	\$ 8 . 0 0	(9)	
(10)	D i n n e r	(11)	\$ 9 . 0 0	(12)	

* These rates apply to any other Idaho State Board of Education university student, faculty and administrator.

VI. Camps and Conferences Rates

The Contractor shall make available to the University tiers of food service offerings to appeal to the diverse and different needs of each camp and conference utilizing the campus during the summer months. The base rates are set forth below for the first year of the Contract. Each subsequent year, the camp and conference rate will be adjusted as directed by University in its discretion.

(13) Camps and Conferences Meals	(14) Daily Rates 25-75	(15) Daily Rates 75-150	(16) Daily Rates 150+
(17) Camps and Conferences Daily Rate	(18) \$28.25	(19) \$27.00	(20) \$25.00
(21) Camps and Conferences Breakfast Rate	(22) \$7.50	(23) \$7.25	(24) \$6.50

(25) Camps and Conferences Lunch/Brunch Rates	(26) \$9.75	(27) \$9.25	(28) \$8.50
(29) Camps and Conferences Dinner Rates	(30) \$11.00	(31) \$10.50	(32) \$10.00

VII. Catering

The University directs the Contractor to hold the current 2020-2021 catering prices flat through July 1 2022. Each subsequent year, the camp and conference rate will be adjusted as directed by University in its sole discretion. All students who have a Board Plan will be allowed to use one meal swipe as a meal cash credit at selected catering events. The 2021-22 meal cash credit is as follows:

Breakfast	\$7.00
Lunch.	\$9.00
Dinner	\$10.00

A delivery charge of \$25.00 will be assessed to each off-site catering delivery.

VIII. Retail Pricing

For the first year of the Agreement, the University has directed the Contractor to match in all material respects the current pricing for retail, excluding National Brands. Each subsequent year the Retail Pricing will be adjusted as directed by the University after consultation with Contractor; provided that the University shall set pricing for Contractor's National Brands in a manner that is consistent with the terms of Contractor's national brand agreements.

IX. Dining Dollars

Unused Declining Balance Funds at the end of the fall semester carryover for use in the spring semester. University, in partnership with Contractor, agrees to encourage all students to use all Declining Balance Funds prior to the end of the Fiscal Year, as the University intends not to refund such Declining Balance Funds at the end of each Fiscal Year. Unused Declining Balance Funds will revert to the University. Solely for purposes of calculating Contractor's Management Fee, the Declining Balance Funds shall be included in Net Sales upon use.

X. Student Worker Discounts

All student workers shall be entitled to a ten percent (10%) discount from retail pricing on all Contractor's operated retail locations (applies when not actively working).

XI. Payment Terms

Within fifteen (15) days of the end of a month, Contractor shall invoice the University for (a) Contractor's Cost of Business, and (b) the Management Fee earned during the previous month. Upon review and verification of services received, payment shall be made by the University. For billing purposes, the billing period will end at midnight on the final calendar day of the month.

At a minimum, the following information shall be furnished on all invoices (invoices must include line item detail): (i) accounting period covered; (ii) total Cost of Business for the period covered; (iii) reimbursement requests for any miscellaneous costs that are not Cost of Business, including the specific item, purpose, justification and cost, and (iv) and the Management Fee due for such month.

All amounts due to Contractor shall be paid within thirty (30) days of the invoice date or will be considered past-due. With the exception of invoices for catering, which may be paid by credit card,

all payments to Contractor will be made by Automated Clearing House (ACH). Past-due amounts due to Contractor will be subject, at Contractor's option, to a service charge of up to 1.5% per month of the unpaid balance. All costs of collection of past-due amounts including, but not limited to, reasonable attorneys' fees and costs, shall be chargeable to and paid by the University.

In order to minimize the exchange of cash between the Parties on a monthly basis and to support Contractor's cash position to cover its Cost of Business, the Parties agree that Contractor shall collect and retain all proceeds from retail and concession sales and shall reflect such collected amounts from retail and concession as an offset/credit against the monthly Cost of Business billed.

XII. Volume Allowances/Discounts

University accepts that Contractor or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at University and that those discounts will accrue to Contractor and/or Compass and will not be credited back to University. Contractor represents that these discounts arise from the overall purchasing program of Contractor and Compass Group USA, Inc. in order to accrue favorable pricing for out clients in general, including the University.

XIII. Contractor Financial Reporting Guidelines

A. The Contractor shall provide a detailed Cost of Business and Net Sales statement, submitted monthly and a summary at the end of each year of the Agreement, identifying all sources of revenue by facility from where the sales were generated. The Cost of Business and Net Sales statements shall be accurately computed and submitted to the University by the 15th business day following the end of the calendar month. The Contractor shall provide complete records of the total amount of food served to students and the number of students served daily by meal shall be maintained and certified to be accurate by the Contractor upon request by a University. General ledger backup shall be available and provided to any University at its request. The Contractor's accounting system shall produce reliable and accurate Operating Statements. The Contractor shall accommodate all reasonable requests from the University for changes and additions to reporting formats

B. The Contractor shall comply with the requirements of the Gramm Leach Bliley Act (GLB) dealing with the confidentiality of customer information and the safeguards rule. Covered data and information include Student Financial Information, required to be protected under the GLB. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers.

XIV. Revenue Management

A. The Contractor shall notify the University of the Contractor's Banking Institution prior to any change thereto. The Contractor shall collect, record and deposit all proceeds from Net Sales with the identified Banking Institution. Contractor shall be solely responsible for the security of monies and personnel during collection. Losses due to theft or mis-appropriation of any nature shall be the sole responsibility of Contractor. Contractor to report balance of the account in conjunction with each invoice under Section XI above and will show the balance as a credit against invoiced costs. Upon approval of the invoice by the University, Contractor is authorized to apply funds in the account to the invoiced amount. In the event the amount invoiced is greater than the balance of funds held by Contractor at the date of invoice, University shall pay the difference as set out in XI above.

B. The Contractor shall process all customer transactions involving a credit card or debit card. Contractor shall be responsible for Payment Card Industry compliance in its own tools and systems.

XV. Accounting and Budgeting

A. The Contractor shall provide separate annual operating statements and budget estimates for the Residential Dining Services, Retail Dining Services, and Catering in accordance with a format agreed upon between the University and the Contractor. The Operating Year will consist of 12 Accounting Periods pursuant beginning on July 1st of each year and ending on June 30th of the following year, unless otherwise mutually agreed in writing. Operating Statements are to include the previous accounting period and year-to-date totals for each line item.

B. By March 31st of each year, the Contractor shall submit to The University a preliminary annual budget for Dining Services operations for the next operating year, July 1 through June 30 (each, a “Fiscal Year”). The Contractor’s budgets shall not contain automatic inflation-based adjustments. Justifications of any proposed increases or decreases in prices or expenses shall be detailed in writing as part of the annual business plan, tied to changes in the relevant price indices or market conditions, and subject to review by the University.

C. The Contractor shall maintain separate cash and charge records for all cost units to include: Residential Dining Services, Retail Dining Services, Concessions, and Catering for each facility, including any off-campus business.

XVI. Performance Metrics & Contractor’s Management Fee at Risk

A. University and Contractor agree to establish a performance metrics program to allow University and Contractor to align annually on Key Performance Indicators (KPIs) that will improve the dining program at the University. The KPIs will be mutually agreed upon by the University and Contractor no later than May 30 of each Fiscal Year for implementation at the beginning of the following Fiscal Year. The parties agree there will be a minimum of four (4) KPIs, and Contractor will place 25% of the Management Fee paid by University to Contractor (or 1% of the total 4% Management Fee) at risk associated with the total KPIs (each KPI to be assigned a sub-portion of the total amount at risk).

B. For each Fiscal Year during the Term, Contractor shall accrue a monthly performance fund equal to 25% of the Management Fee paid by University to Contractor (or 1% of the total 4% Management Fee) for each month during such Fiscal Year. At the end of each Fiscal Year, the Parties shall evaluate the Contractor’s productivity and service level performance against such KPIs. If University determines in its reasonable discretion that Contractor meets an established KPI target, Contractor shall retain accrued amount associated with such KPI, which amount becomes part of the overall Management Fee. If Contractor fails to meet an agreed-upon KPI target, the Contractor shall pay to University, as a year-end performance penalty, the accrued amount associated with the failed KPI. All penalties are to be paid 30 days after the end of the Fiscal Year.

C. For the initial set of KPIs, University and Contractor will meet and agree upon such KPI’s within sixty (60) days of execution of the Agreement.

SCHEDULE 1
To Attachment B
Allowable Costs - Cost of Business

I. COST OF BUSINESS

“Cost of Business” shall include the direct and actual cost paid by the Contractor for the following allowable items, unless otherwise mutually agreed by the Parties:

- (i) Food, beverages, supplies, and other products for resale as part of the Dining Services
- (ii) Paper supplies and disposable ware for use in the Dining Services
- (iii) Salaries and wages for onsite employees, either on a full time or part time basis, including but not limited to overtime, vacation pay, holiday pay, severance pay, pension cost, approved bonuses, sick pay, and other similar salaries and wages.
- (iv) A flat charge of 28.92 percent (28.92%) of gross payroll to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers’ Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs (“T&B Rate”). The percentage allocation may be adjusted not less than annually. Contractor represents that the charge calculated hereunder is Contractor’s good faith estimate of the applicable actual costs to Contractor solely for purpose of recovering those costs, that the estimate does not contain elements of profit or other revenue in excess of the estimated costs, and that adjustments to the rate reflect both increases and decreases in the listed costs to Contractor.
- (v) Employee shift meals
- (vi) Hiring costs and background checks for Chartwells’ onsite employees
- (vii) Temporary agency labor, where said use is agreed by the University
- (viii) Employee training and recognition for on-site employees
- (ix) Employee relocation expenses for on-site employees
- (x) Uniforms
- (xi) Time clock charges
- (xii) Employee attendance at seminars or conferences that benefit University (upon prior this approval by University)
- (xiii) Reasonable and approved travel expenses (upon University advance approval)
- (xiv) Laundry service
- (xv) Linens
- (xvi) On-site office supplies (e.g., postage, paper, etc.)
- (xvii) Flowers and decorations
- (xviii) Printing
- (xix) Smallwares (e.g., china, glass, cutlery and miscellaneous kitchen wares)
- (xx) On-Site Equipment rental and/or leases
- (xxi) Maintenance and repair for Chartwells and University Dining Services Equipment
- (xxii) Computers, software and equipment necessary for Contractor’s operations at the site, including associated maintenance costs
- (xxiii) Hardware, leases, licenses and fees for customer facing technology
- (xxiv) Vehicles for food service (truck, van, golf carts)
- (xxv) Gasoline and vehicle maintenance
- (xxvi) Business and operating licenses and permits directly related to the dining services
- (xxvii) Cleaning and sanitation services and supplies
- (xxviii) Pest control (to the extent not paid by University)
- (xxix) Electricity, gas, water and sewer service (to extent not paid by University)

- (xxx) Waste removal (trash, recycling, composting, grease removal)
- (xxxi) Cell phones and wireless charges for business use
- (xxxii) Marketing, promotions, merchandising and merchandising materials for the dining program
- (xxxiii) License and permit costs for any ABC permits, license/inspection and any other permits or licenses
- (xxxiv) Inspection fees required by law or by University
- (xxxv) Franchise fees, license fees, and/or commissions payable for UOI approved product concept/licensing contracts, to include fees for assuming or replacing UOI-owned franchise agreements
- (xxxvi) Banking fees and charges
- (xxxvii) Credit card and bank card service and transaction fees
- (xxxviii) Courier and armored car service charges
- (xxxix) Subcontracted services as approved by University
- (xl) Insurance charges and premiums (e.g. liability, auto, workers comp) as required in the Agreement
- (xli) All other approved costs to provide the Dining Services and not designated as Chartwells Overhead or costs to be paid by University.

II. NON-BILLABLE COSTS

Contractor shall not be entitled to bill the following items as a “Cost of Business” unless otherwise mutually agreed in writing between the parties:

- (i) Wages, salaries, benefits, and bonuses of home office employees and general, administrative, executive and management officers
- (ii) Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs
- (iii) Corporate or regional office accounting expenses, including costs of producing corporate financial reports
- (iv) Damages incurred and/or amounts paid for repairs or replacement of equipment as the result of the negligent or grossly negligent acts or omission of Contractor’s employees
- (v) Money or other property that is lost or stolen if such loss or theft is the result of Contractor’s negligence
- (vi) Inventory interest or carrying cost
- (vii) Home Office or Outside Counsel Legal expenses
- (viii) All corporate taxes (except employer/payroll tax and sales tax directly associated with Contractor’s onsite services)
- (ix) Amortization Expense of Signing Bonus, Pre-Opening Expenses, Innovation fund, In-Kind Funds, and Capital Investment (except for unamortized balance upon an early termination)
- (x) Contractor employee parking permits

CONTRACTOR ATTACHMENT C: FINANCIAL COMMITMENT
(Pages 73 through 79)



Contract Number: UI-866

CONTRACT FOR
Management of Dining Services
WITH
Chartwells Higher Education

ATTACHMENT C – FINANCIAL COMMITMENT

ATTACHMENT C
Financial Commitment

A. Capital Investment

1. The Contractor will provide a total investment in the Client's dining service program to fund capital improvements to the Client's premises to facilitate the dining service program, and to fund Pre-Opening/Transition Expenses, in a total sum not to exceed \$3,072,274 (collectively, the "Capital Investment"), as set forth in the table below. The portion of the Capital Investment attributed to pre-opening / mobilization expenses

shall not exceed \$473,274 (“Pre-Opening”). The Capital Investment shall be amortized monthly on a straight-line basis as set forth in the table below.

(33)	Amount	(34)	Projected Use
(37)	\$473,274	(38)	Pre-Opening
(41)	\$69,000	(42)	The Eatery at Vandals Village
(45)	\$500,000	(46)	Slim Chickens
(49)	\$1,100,000	(50)	Tradecraft & Foodery 208 phase 1, conversion of EBB; and phase 2
(53)	\$90,000	(54)	True Burger
(57)	\$90,000	(58)	The Market @ LLC
(61)	\$600,000	(62)	Pom & Honey
		(63)	
		(64)	
(67)	\$50,000	(68)	Vandals Express

(71) \$100,000

(72) Technology

(75) \$3,072,274

(76) **Total**

2. The amortization will not be charged to the University as a direct expense or an allocated charge.
3. University shall hold title to all such equipment (with the exception of those items that bear the name Chartwells, its logo, or any of its service logo marks or trademarks or any logo, service marks or trademarks of a third party).
4. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of any portion of the Investment, University shall pay the Contractor for the unamortized portion of the Capital Investment and Pre-Opening with thirty (30) days of expiration or termination.
5. For the purposes of clarity, the amortization and depreciation expense for the Pre-Opening Expenses, Signing Bonus, Innovation Fund and other In-Kind Funds, and Capital Investment shall not be treated as a Cost of Business (as defined in Attachment B) for purposes of billing to the University, and instead, such amounts shall be accrued, amortized and depreciated by Contractor on its books on a below-the-line basis. However, should the Agreement be terminated early, University shall remain liable for the repayment of any unamortized balance of such Pre-Opening Expenses, Signing Bonus, and Capital Investment as set forth in this Attachment.

B. Value Added Service - Annual Contribution

The Contractor will provide the following special services at no cost to the University. Except as specifically indicated below, such services will be provided in-kind, have no cash value, and unused amounts expire at the end of the spring semester.

(79) Added Service	(80) Notes	(81) Dollar Value
(82) Recruitment Efforts Fund	(83) Assistance with Meal swipes or events for prospective students touring campus (Retail value)	(84) \$16,000

(85)	Food Shelves / Pantry Fund	(86)	Food donations to the Vandal pantries (Retail value)	(87)	\$5,000
(88)	Presidential Catering Fund	(89)	Funding available for Presidential approved catering (Retail value)	(90)	\$20,000
(91)	Student Catering Fund	(92)	Funding available for student catering as approved by the University (Retail value)	(93)	\$7,500
(94)	Sustainability Donation	(95)	Annual September cash donation to the Sustainability Center or any other campus entity of your discretion	(96)	\$10,000
(97)	Athletic Scholarship Donation	(98)	Annual September cash donation to be used at the discretion of Vandal Athletics	(99)	\$10,000
(100)	Student Scholarship Donation	(101)	Annual September cash donation to be used at the discretion of the Division of Student Affairs	(102)	\$20,000
(103)	Food Insecurity Donation	(104)	Annual September cash donation to any food security initiatives driven by the University of Idaho	(105)	\$5,000
(106)	Ten Executive Meal Plans per Semester	(107)	These are true donations and do not reflect any adjustment to current cost of meals. To be used at the discretion of the University	(108)	\$2,000
(109)	2% True Burger Sales	(110)	2% of annual Net Sales (as defined below) at True Burger will be provided to the University annually and used at their discretion	(111)	\$4,204 Estimated
(112)	Internships	(113)	Base wages for four interns excluding T&B	(114)	\$27,576
(115)	Leaders Professional Development	(116)	Professional development workshops for Chartwells onsite team, four per year (In Kind)	(117)	Undefined
(118)	Cultural Series	(119)	Cultural series as part of Chartwells Annual Marketing Toolkit (In-Kind)	(120)	Undefined
(121)	Total Annual Contribution	(122)		(123)	\$127,280

The Recruitment Efforts Fund, Food Shelves/Pantry Fund, Presidential Catering Fund and Student Catering fund will not accrue evenly each month but will be made available July 1 of each contract year and available for usage at the University's discretion through the end of that contract year; provided, however, any funds not utilized by the end of that contract year will not carry over to the following year and will be forfeited. All cash Donations (Sustainability, Athletic Scholarship, Student Scholarship and Food Insecurity) shall accrue evenly each month throughout the year and be paid out annually in September. An annual reconciliation of the In-Kind Funds will be performed no later than the 15th of May in each contract year. These funds may be reallocated to other food service program needs by mutual consent

C. Signing Bonus

No later than October 16, 2021, Chartwells will provide Client with a signing bonus in the amount of \$1,000,000 (the "Signing Bonus"). The Signing Bonus will be amortized on a straight line basis over ten (10) years from July 1, 2021 through June 30, 2031. Client may use the Signing Bonus at its sole discretion. During the Term of the Agreement, Chartwells will

assume the amortization costs for the Signing Bonus as a below the line expense to Chartwells. If the Agreement expires or is terminated for any reason prior to the full amortization of the Signing Bonus, the Client is liable for and promises to pay to Chartwells the unamortized portion of the Signing Bonus immediately upon expiration or termination.

If Client and Chartwells mutually agree to extend this Agreement after the initial term, in July 2026, Chartwells will provide Client with a signing bonus in the amount of \$300,000 (the "Signing Bonus No. 2"). Signing Bonus No. 2 will be amortized on a straight line basis over five (5) years from July 1, 2026 through June 30, 2031. Client may use Signing Bonus No. 2 at its sole discretion. During the Term of the Agreement, Chartwells will assume the amortization costs for Signing Bonus No. 2 as a below the line expense to Chartwells. If the Agreement expires or is terminated for any reason prior to the full amortization of Signing Bonus No. 2, the Client is liable for and promises to pay to Chartwells the unamortized portion of the Signing Bonus No. immediately upon expiration or termination.

D. Innovation Fund

In years four through eight of this Agreement, and provided that notice of termination of this Agreement has not been provided by either Party during the applicable Fiscal Year, as set forth below, Chartwells shall contribute to an Innovation Fund to be used for ongoing program improvements and innovations to the Dining Service program in the annual amount of 1.5% of Net Sales (the "Innovation Fund"). Chartwells shall contribute to the Innovation Fund on a monthly basis based on projected annual Net Sales. All expenditures from the Innovation Fund shall be mutually agreed upon by the Parties. Annual contributions not used by the end of each year will roll over to the next year. An annual reconciliation of the Innovation Fund will be performed no later than the 15th of August each year, initiated and submitted for review by Chartwells, after the Innovation Fund is commenced. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither party benefits. In the event the Innovation Fund is exhausted during any year, Chartwells shall have no further obligation to fund the Innovation Fund during that year. In the event of expiration or termination of this Agreement, Client will retain any accrued and unspent amount, and Chartwells shall have no further obligation with respect to the Innovation Fund as of the expiration or termination date.

The Innovation Fund is provided by Chartwells at no cost to University. Chartwells will not invoice or charge the Innovation Fund to the University as a Cost of Business.

With respect to Sales made by subcontractors, Net Sales shall include only the portion of subcontracted Net Sales retained by Chartwells, and shall not include the portion of subcontracted Net Sales paid to or retained by the subcontractor.

E. Contractor Employee Parking

Contractor shall pay the costs for its employees to obtain the necessary University parking passes/permits in order to provide the services hereunder. Such costs will not be a Cost of Business charged back to the University.

F. BUILT

The Parties hereby agree that all construction projects utilizing the Capital Investment outlined in this Agreement shall be managed by BUILT, a sister company of Chartwells. As part of the scope of services to be performed by BUILT, the Parties agree as follows: (1) capital amounts stated in the Agreement for projects are budget estimates only and are not firm as of the Effective Date of this Agreement; (2) BUILT will work closely with Client to perform a thorough architectural and engineering evaluation of the Client's current space, create a proposed interior design scheme and develop drawings for each listed project; thereafter, BUILT will engage in negotiations with various subcontractors to obtain firm pricing to perform the

construction or remodeling work based upon such drawings; (3) as budget estimates for costs are revised during each phase of a project, BUILT shall provide periodic updates of such cost updates (costs will be finalized at such time as all subcontractors and vendors are selected and firm purchase orders issued and agreed); (4) pricing estimates are in current dollars as of the Effective Date of the Agreement and may escalate over time; and a (5) a Change Order process will be mutually agreed between the parties and utilized during the design and construction process. Once the design and construction bids are received and a final budget for the work is agreed in writing between Client and BUILT, Chartwells will be responsible to meet the agreed budget, subject to approved Change Orders.

University maintenance shall monitor all projects and have the final approval authority of all modifications, alterations, improvements or construction. All modifications, alterations, improvements or construction, whether permanent or temporary in nature (except all proprietary trade dress, millwork, signage and equipment) becomes the property of the University.

The project budgets developed by BUILT assume: (a) that the project location does not contain any pre-existing environmental hazards, including but not limited to any asbestos, lead, hazardous or toxic substances, mold, fungi, environmental impairments, or other similar contaminants; (b) that the project location does not require any structural repairs of exterior walls, foundations, structural columns, beams, and joists behind the interior walls, electrical supply systems, roof or roof penetrations, fire and life safety systems, plumbing, HVAC, gas lines up to regulator and meter, or structural floors which collectively enclose the project location (collectively, the “Structural Components”); and (c) that there are no added costs for federal, state, or local sales and used taxes, performance bonds or special (e.g., Builder’s Risk) insurance policies.

G. Financial Assumptions

- Board operating days assumes to be 227.
- Meal plans remain unchanged from current structure in year 1 with exception of meal exchange offered. Model assumes new meal plans introduced in Fall 2022.
- 10% of total declining balance dollars sold in connection with meal plans will remain unused during year 1. Thereafter, with the introduction of new meal plans beginning Fall 2022, Chartwells assumed 5% of all declining balance dollars sold will be unused at the conclusion of each academic year.
- Meal plan pricing to students will increase 2% annually with the exception of year 1 where we have assumed there will be no price increase above 2020-21 rates.
- 28.92% blended taxes and benefits rate.
- Financial model assumes annual retail pricing increases will be consistent with CPI/ECI data.
- Financial model assumes all Capital Investment (excluding the signing bonuses) will be used toward existing location upgrades as described in this Attachment D.

- All capital investments will be amortized as set forth in this Attachment D.
- All national brand sales will be subject to royalty fees based on the following percentages (of sales):
 - Qdoba – 6%
 - Einstein Bros. Bagels – 7.5%
 - Chick Fil-A – 10%
 - Slim Chickens – 5.5%
- Meal plan enrollment for year one is based on the information provided in Appendix D of the University's Request for Proposal.
- Meal plan pricing for year one is consistent with current prices according to the University of Idaho's dining website
- Year two (Academic Year 2022/23) meal plan enrollment and retail sales assumes a return to pre-Covid levels.
- RA meal plans assumed in total meal plan counts provided.
- Any unused In-kind catering funds will not roll over from year to year.
- Food cost per meal served is assumed \$2.75 in year 1 and will increase 2% annually.
- Student wages start at \$11.49 per hour.

If there is a change to any of the assumptions above or such assumption is no longer accurate as stated, and if such change or inaccuracy of the assumption has or will have an impact on the overall financial return or operations by Contractor of the Dining Services program, Contractor will give notice to University of such impact. The Parties will thereafter meet to identify and discuss mutually agreeable modifications to the Dining Service program to mitigate such impact. Mitigation steps may include, but are not limited to, modification in overall operational hours, modifications to the Management Fee or Capital Investment, or other reasonable adjustments to the program.

**CONTRACTOR ATTACHMENT D: HOURS OF OPERATION
(Pages 81 through 82)**



University of Idaho

Contract Number: UI-866

CONTRACT FOR
Management of Dining Services
WITH
Chartwells Higher Education

ATTACHMENT D - Hours of Operations

Services

Services/ Hours / Meal Period

The Contractor shall prepare and furnish food for service at the locations and times indicated in the table below for the 2021/22 Fall and Spring semesters. The hours of service may only be changed with as requested and approved by the Dining Services Liaison.

Location

The Eatery at Vandal Village

Monday – Friday

Breakfast 7 AM – 10 AM
Lunch 11 AM – 2 PM

Saturday – Sunday

Brunch 8 AM – 2 PM
Dinner 4:30 PM – 7:30 PM

ATTACHMENT 1

Chick-fil-A	Dinner 4 PM – 7 PM	
Qdoba	10 AM – 7 PM	CLOSED
True Burger	10AM – 4 PM	CLOSED
Einstein Bros. Bagels	10 AM – 4 PM	CLOSED
Market	7 AM – 2 PM	CLOSED
Pom & Honey		11 AM – 11 PM
Ghost Kitchen		11 AM – 8 PM
Vandals Express	7 AM – 3 PM	8 PM – 12 AM
Fishbowl Market	Closed until further notice	CLOSED
		Closed until further notice

University of Idaho - Two Year Projection

	<u>2021-2022</u>	<u>2022-2023</u>
Board Plan	\$ 4,162,585	\$ 5,330,621
Declining Balance	996,877	702,380
Retail	1,496,000	1,632,570
Catering, Camps and Conference	1,352,449	1,403,527
Concession	185,045	190,596
Total Net Sales	8,192,956	9,259,694
Total Program Costs	6,360,227	6,876,546
Management Fee	327,718	370,388
UNIVERSITY OF IDAHO PROJECTED NET REVENUES	<u>\$ 1,505,011</u>	<u>\$ 2,012,760</u>

Assumptions:

Meal plans remain unchanged from current structure in year 1 with exception of added meal exchange. New meal plans introduced in Fall 2022.

University keeps value of unused Declining Balance sold. 10% of total declining balance dollars sold assumed unused during year 1. With the introduction of new meal plans beginning Fall 2022, Chartwells assumed 5% of all declining balance dollars sold will be unused in year 2.

Meal plan pricing to students will increase 2% annually with the exception of year 1 where we have assumed there will be no price increase above 2020-21 rates.

Annual retail price increases will be consistent with CPI/ECI data.

Meal plan enrollment for year one is based on the information provided in Appendix D, UI Meal Plan Pricing tab.

1,343 Residential Meal Plans (including RA's)

307 Voluntary Meal Plans

Year two (Academic Year 2022/23) meal plan enrollment and retail sales assumes a return to pre-Covid levels.

All capital investment (excluding the signing bonuses) will be used toward existing location upgrades as described in Chartwells' final proposal.

All capital investments will be amortized over the 10-year contract base and extension term at Chartwells' expense.

Chartwells will also bear cost of In-Kind Contributions and employee parking permits.

Chartwells management fee calculated at 4% of total net sales, with 25% of fee considered variable and earned only if mutually determined program KPI's are met.

CONSENT
APRIL 21, 2021

UNIVERSITY OF IDAHO

SUBJECT

Release of Easement on Caine Center Endowment Lands

REFERENCE

February 15-16, 2017	Disposal of Caine Property (U of I owned) approved
April 18-19, 2018	Disposal of Caine Property (U of I owned) new offer approved
February 2019	Purchase of real property in Minidoka County for construction of CAFE Research Dairy Facility approved
June 19-20, 2019	New offer on Caine Property (U of I owned) approved
October 16-17, 2019	Correction to Motion re Sale of Caine Property (U of I owned) approved
December 18-19, 2019	CAFE Research Dairy - Design Phase Authorization approved
June 10, 2020	Sale of Remaining Caine Property (U of I Owned) approved

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b.iii Disposal of Real Property

BACKGROUND/DISCUSSION

The Idaho Department of Lands is requesting that the U of I release its interest in the endowment lands that lie adjacent to the Caine Veterinary Center property which the U of I sold earlier in 2020. This request comes in conjunction with plans by IDL to sell this endowment property in order to maximize its current value as development property, and then to re-invest the sales proceeds in other agricultural lands. The U of I supports this sale and the requested release of interest in the property to be sold.

In February 2019 the Board approved acquisition of real property in the Magic Valley as the site for the research dairy that is a main component of the U of I's planned Center for Agriculture, Food and the Environment (CAFE). U of I then acquired 236 contiguous acres of the permitted dairy site along with crop land for \$2.5 million. In a companion transaction the Idaho Dairymen's Association Foundation acquired an adjacent 302 acres of crop land for \$2 million which will

CONSENT
APRIL 21, 2021

be donated to the U of I when a certain level of milking operation has been achieved at the research dairy. The U of I has also acquired property near Jerome for construction of the outreach and education center component of CAFE.

To fund these acquisitions, and other elements of CAFE, U of I has been liquidating real property holdings that are no longer necessary for the current Agricultural Research and Extension operations. These holdings include approximately 75 acres in Sandpoint (formerly a research center which was closed in conjunction with budget cuts in 2008-2010); as well as approximately 40 acres and a building at the Caine Veterinary Center in Canyon county (which was closed in 2016 as part of a restructuring within the College of Agricultural and Life Sciences). The Sandpoint property generated a purchase price of \$4 million, and the U of I's property at the Caine Center (sold in two separate parcels) generated approximately \$1.3 million.

Adjacent to the U of I's property at the Caine Center is a parcel of land (282 acres) held in the Agricultural College Endowment managed by the Idaho State Board of Land Commissioners (Land Board) through the Idaho Department of Lands (IDL). Since 1947 the U of I has operated on this land as part of its experimental farm operation in Canyon County. U of I's use of the land is under an easement granted by the Land Board in 1947 for purposes of an experimental farm. However with the closure of the Caine Center and sale of the U of I property there, operation of the endowment lands as an experimental farm has lost much of its value from a research standpoint. A copy of the easement document is attached to these materials as Attachment 1.

IDL has noted the success the U of I had in marketing its portion of the Caine Center lands and is now desiring to move forward with marketing the 282 acre endowment parcel as well. IDL believes that sales revenues from the parcel could reach above \$5 million. Under current Idaho law, these sales proceeds may be deposited into a Land Bank Fund (Idaho Code § 58-133) and used for a later purchase of endowment lands. U of I has identified adjacent crop lands that would be of material benefit to the operation of CAFE and is in discussion with IDL regarding acquisition of this property and the terms under which the property might be used by the University as part of its experimental farm.

As part of the proposed sale by IDL, the U of I has been asked to release its easement claim on the endowment land acreage to be sold. Doing this will allow the property to be sold without any encumbrance from the easement and thus will maximize the sales price.

IMPACT

There is little financial impact on the U of I from release of the 1947 easement. The property does not generate income for the endowment due to its use by the University. At the same time, the property's usefulness to the University has been greatly diminished due to the sale of the adjacent University lands and other

CONSENT
APRIL 21, 2021

changes in the Ag Experiment Operations in the vicinity of this parcel. The University realizes that there is no guaranty that future lands will be made available as this one was for use as an experimental farm, however we believe that all parties lose if this opportunity to sell the endowment parcel at the current market value is lost.

ATTACHMENTS

Attachment 1 – 1947 Easement

Attachment 2 – Release of Easement (approval draft)

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The release of the easement to the Idaho Department of Lands will affect the University of Idaho minimally, and may provide further benefit to the University if IDL is able to increase the sales price based on the sale of the property. The value to the University has decreased since the sale of the Caine property and the greatest return for the U of I is to release the easement. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for release of the easement encumbering certain Agricultural College endowment lands located in Canyon County, Idaho so as to facilitate the sale thereof by the Idaho Board of Land Commissioners for the benefit of the Agricultural College Endowment and the University of Idaho as the endowment beneficiary; and further to authorize the Vice President for Finance and Administration of the University of Idaho to execute the Release of Easement in substantial conformance to the form submitted as Attachment 2, as well as any other documents necessary to carry out the release as approved.

Moved by _____ Seconded by _____ Carried Yes _____ No _____


THIS INDENTURE, made this 27th day of January, 1947, by and between the State of Idaho, acting through the State Board of Land Commissioners, as party of the first part, and the University of Idaho, Moscow, Idaho, as party of the second part;

WITNESSETH: That for and in consideration of the sum of One and no/100 (\$1.00) Dollars, lawful money of the United States, receipt whereof is hereby acknowledged, the party of the first part does hereby convey and grant an easement unto the University of Idaho, its successors or assigns, for an experiment farm and improvements thereon, the following described land situated in Canyon County, State of Idaho, to-wit:

NE $\frac{1}{4}$ Sec. 9 and NW $\frac{1}{4}$ Sec. 10, Twp. 3 N.,
Rge. 3 W., B. M.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and State Land Commissioner.


STATE BOARD OF LAND COMMISSIONERS


President

and Governor of the State of Idaho

Countersigned:


Secretary of State



State Land Commissioner

State of Idaho)
) ss.
County of Ada)

On this 27th day of January, 1947, before me, a Notary Public, in and for said County and State, personally appeared C. A. Robins, Governor of the State of Idaho and President of the State Board of Land Commissioners, J. D. "Cy" Price, Secretary of State and Robert Coulter, State Land Commissioner, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

CONSENT - BAHR


Notary Public residing at

RELEASE OF EASEMENT

COMES NOW THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and does hereby release in full, that certain easement dated the 27th day of January, 1947, a true and correct copy of which is attached hereto as Exhibit A.

Date:

REGENTS OF THE UNIVERSITY OF IDAHO

By: Brian Foisy, Vice President for Finance
and Administration, University of Idaho

State of Idaho

County of Latah

On this ____ day of _____, 2021, before me, a notary public for the State of Idaho, personally appeared Brian Foisy, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as Vice President for Finance and Administration of the University of Idaho on behalf of the Regents of the University of Idaho, for the uses and purposes therein mentioned.

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

Notary Signature

Printed Name: _____

My Commission expires: _____, 20__

EXHIBIT A TO RELEASE OF EASEMENT

=====

Nq. 819

THIS INDENTURE, made this 27th day of January, 1947, by and between the State of Idaho, acting through the State Board of Land Commissioners, as party of the first part, and the University of Idaho, Moscow, Idaho, as party of the second part;

WITNESSETH: That for and in consideration of the sum of One and no/100 (\$1.00) Dollars, lawful money of the United States, receipt whereof is hereby acknowledged, the party of the first part does hereby convey and grant an easement unto the University of Idaho, its successors or assigns, for an experiment farm and improvements thereon, the following described land situated in Canyon County, State of Idaho, to-wit:

NE $\frac{1}{4}$ Sec. 9 and NW $\frac{1}{4}$ Sec. 10, Twp. 3 N.,
Rge. 3 W., B. M.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and State Land Commissioner.

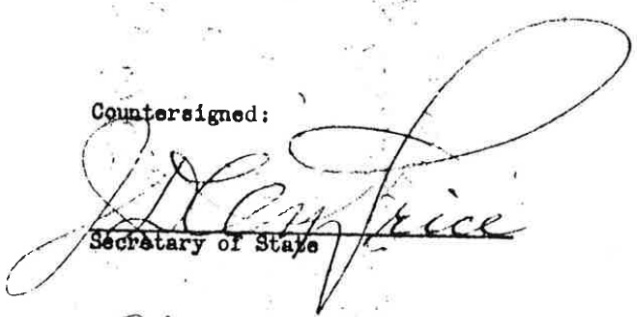
STATE BOARD OF LAND COMMISSIONERS



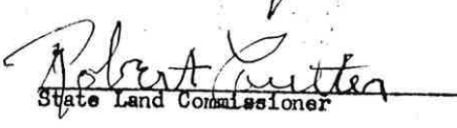
President

and Governor of the State of Idaho

Countersigned:



Secretary of State




State Land Commissioner

State of Idaho)
) ss.
County of Ada)

On this 27th day of January, 1947, before me, a Notary Public, in and for said County and State, personally appeared C. A. Robins, Governor of the State of Idaho and President of the State Board of Land Commissioners, J. D. "Cy" Price, Secretary of State and Robert Coulter, State Land Commissioner, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Notary Public residing at

CONSENT
APRIL 21, 2021

UNIVERSITY OF IDAHO

SUBJECT

Discontinue Master of Art Teaching

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

University of Idaho proposes to discontinue the Master of Art Teaching degree program. The program was closed and students were taught out in 2009; however, the program was not formally approved for discontinuation through the university's internal processes and was not discontinued through the state's program review process.

IMPACT

Approval of the discontinuation would formally remove this degree from the university's current program offerings. There are no students currently enrolled in the program. The Master of Fine Arts in Studio Art and Design remains as an option to students. There is no fiscal impact associated with this discontinuance.

ATTACHMENTS

Attachment 1 – University of Idaho- Discontinue Master of Art Teaching

STAFF COMMENTS AND RECOMMENDATIONS

The discontinuation of the Master of Art Teaching was not processed through internal processes with Art & Design and College of Art and Architecture curriculum committees. This error has been rectified and the University of Idaho is now prepared to officially discontinue the degree per Board Policy.

Board Policy III.G.3.c.i (3) requires Board approval of any graduate program discontinuation regardless of fiscal impact, prior to implementation. The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs on March 4, 2021, and to the Committee on Instruction, Research, and Student Affairs on April 7, 2021. Board staff recommends approval.

BOARD ACTION

I move to approve the request by University of Idaho to discontinue the Master of Art Teaching degree program as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

Proposal for Discontinuation

Date of Proposal Submission:	
Institution Submitting Proposal:	University of Idaho
Name of College, School, or Division:	College of Art and Architecture
Name of Department(s) or Area(s):	Art and Design

Program Identification for Proposed Discontinued Program:

Title:	MAT Art
Degree/Certificate:	Master of Art Teaching
Method of Delivery:	Online
CIP code:	13.1302
Proposed Discontinuation Date:	Summer 2021

Indicate whether this request is a discontinuation of either of the following:

- | | |
|--|--|
| <input type="checkbox"/> Undergraduate Program | <input checked="" type="checkbox"/> Graduate Program |
| <input type="checkbox"/> Undergraduate Certificate | <input type="checkbox"/> Graduate Certificate |
| <input type="checkbox"/> Administrative/Instructional Unit | <input type="checkbox"/> Other |
| <input type="checkbox"/> CTE Program (check all that apply) | |
| <input type="checkbox"/> Basic Technical Certificate | |
| <input type="checkbox"/> Intermediate Technical Certificate | |
| <input type="checkbox"/> Advanced Technical Certificate | |
| <input type="checkbox"/> Associate of Applied Science Degree | |

Shawna G.

Oct. 15, 2020

College Dean (Institution)	Date
<i>[Signature]</i>	1/4/2021
Graduate Dean (as applicable)	Date
<i>[Signature]</i>	1/9/2021
FVP/Chief Fiscal Officer (Institution)	Date
<i>[Signature]</i>	1/4/2021
Provost/VP for Instruction (Institution)	Date

State Administrator	Date
<i>[Signature]</i>	1/26/20
Academic Affairs Program Manager	Date
<i>Todd J. Kilburn</i>	Jan. 26, 2021
Chief Financial Officer	Date
<i>TJ Bliss</i>	1/25/2021
Chief Academic Officer, OSBE	Date

Page 1

Revised 3/28/16



President

1/8/2021

Date

SBOE/Executive Director Approval

Date

1. Provide rationale for the discontinuance.

The program was essentially closed and taught out in 2009. The discontinuance was initiated by the former Dean but was not approved by the Art + Design and College of Art and Architecture curriculum committees. The initial discontinuation proposal did not go to the UCC.

This year, the Art + Design and the college curriculum committees voted to formally discontinue the program.

2. Teach-out Plans/Options for currently enrolled students.

- a. Describe teach-out plans for continuing students. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program.

The program has been taught out. There are no students in the program.

- b. Is there an alternative program/major or field of study? If so, please describe.

The MFA in Studio Art and Design remains available to students.

- c. How will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?

N/A

3. Identify similar programs offered by other public colleges/universities (Not applicable to CTE programs).

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	Degree name and Level	Program Name and brief description if warranted
Eastern Illinois Univ.	MA	Master of Arts in Art Education (online)
Univ. of Florida	MA	Master of Arts in Art Education (online)
Ohio State Univ.	MA	Master of Arts in Art Education (online)
Univ. of Nebraska	MA Ed	Master of Arts in Art Education (online)

4. Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions.

Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	Headcount Enrollment in Program				Number of Graduates From Program			
	FY_17-18_	FY_18-19	FY_19-20_	FY_20-21 (most recent)	FY_17-18_	FY_18-19_	FY_19-20_	FY_20-21 (most recent)
BSU								
ISU								
UI	0	0	0	0	0	0	0	0
LCSC								

5. Describe the impact the discontinuance will have on (a) other programs and (b) the mission of the institution.

There will be no effect on the other programs or the mission of the institution.

6. Describe the potential faculty and staff reductions or reassignments that would result from the discontinuance.

There will be no effect on the faculty and staff as a result of discontinuance.

7. Fiscal Impact. Using the budget template provided, identify amount, if any, which would become available for redirection as a result of discontinuance.

There will be no financial effect on the program or institution as there are no resources currently dedicated to teaching and no students enrolled in the program. We have not marketed the program and have not recruited students.

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY 20-21		FY		FY	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	0	0				
B. Shifting enrollments						
Total Enrollment	0	0	0	0	0	0

II. REVENUE

	FY 20-21		FY		FY	
	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	\$0.00	\$0.00				
2. Institution Funds	\$0.00	\$0.00				
3. Federal	\$0.00	\$0.00				
4. New Tuition Revenues from Increased Enrollments	\$0.00	\$0.00				
5. Student Fees	\$0.00	\$0.00				
6. Other (i.e., Gifts)	\$0.00	\$0.00				
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

III. EXPENDITURES

A. Personnel Costs

	FY 20-21		FY		FY	
	On-going	One-time	On-going	One-time	On-going	One-time
1. FTE	0.0	0.00				
2. Faculty	\$0.00	\$0.00				
3. Adjunct Faculty	0	\$0.00				
4. Graduate/Undergrad Assistants	0	\$0.00				
5. Research Personnel	0	\$0.00				
6. Directors/Administrators	0	\$0.00				
7. Administrative Support Personnel	0	\$0.00				
8. Fringe Benefits	0	\$0.00				
9. Other:	0	\$0.00				
Total Personnel and Costs	\$0	\$0	\$0	\$0	\$0	\$0

	FY 20-21		FY		FY	
	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures						
1. Travel	\$0.00	\$0.00				
2. Professional Services	\$0.00	\$0.00				
3. Other Services	\$0.00	\$0.00				
4. Communications	\$0.00	\$0.00				
5. Materials and Supplies	\$0.00	\$0.00				
6. Rentals	\$0.00	\$0.00				
7. Materials & Goods for Manufacture & Resale	\$0.00	\$0.00				
8. Miscellaneous	\$0.00	\$0.00				
Total Operating Expenditures	\$0	\$0	\$0	\$0	\$0	\$0

	FY 20-21		FY		FY	
	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay						
1. Library Resources	\$0.00	\$0.00				
2. Equipment	\$0.00	\$0.00				
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0

Budget Notes (specify row and add explanation where needed; e.g., "I.A., B. FTE is calculated using..."):

[illegible]

BOISE STATE UNIVERSITY

SUBJECT

Master of Population and Health Systems Management

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes to create a 30-credit Master of Population and Health Systems Management (MPHSM) degree that will be offered wholly online. The program will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. The proposed MPHSM degree is a collaborative program between Boise State University and the Healthcare Financial Management Association (HFMA). The program is designed for students who wish to advance their careers through an integrated curriculum that encompasses content in both patient-centered populations and risk reduction-based delivery as well as health organization operations and healthcare finance.

There is a substantial need for the proposed program as the healthcare industry is transitioning away from volume-based payments to value-based payments. Value-based payments entail paying for care based on clinical outcomes and patient experience. The rapidly changing business climate for healthcare organizations makes it challenging to provide comprehensive education and equally challenging for leaders of healthcare organizations to stay current in their command of management strategies. The proposed program offered in collaboration with HFMA will serve this growing educational need.

IMPACT

The program will not require the use of any new state appropriated funds. The program will operate under Board Policy V.R.3.a.x. as it pertains to wholly online program fees. Students will be charged \$790 per credit hour. For the 30 credits required for completion of the proposed program, the total cost will be \$23,700, significantly lower than similar programs, almost all of which are offered online or in a hybrid format.

A review of three institutions offering similar online/hybrid degrees found that the closest competitor based on program costs is Johns Hopkins University costing \$37,587 and requiring 51 credits. The highest cost program totals \$51,705 (out-of-state rate) requiring 45 credits. BSU's program will charge the same rate for in-state and out-of-state students. By offering the proposed program at BSU, Idaho students will benefit from a program offered by a local institution and a more affordable price point than similar online/hybrid options elsewhere in the country.

CONSENT
APRIL 21, 2021

Additionally, graduates of Boise State's program will be eligible to receive four HFMA certifications along with their degree.

It is important to note that many of the likely students to enroll in the MPHSM program will have tuition costs covered by their employers. For students who decide to pursue this degree on their own (without financial assistance from an employer), the employment prospects and associated compensation from those prospects will greatly outweigh the up-front tuition cost. Additionally, the proposed online program is an affordable option for students and employers because it allows place-bound (and often rural) and time-bound students the ability to not have to forfeit their jobs, uproot their families, spend time commuting, or pay for increased child care costs in order to complete the proposed degree.

Finally, this unique and highly desirable program is not offered in other Idaho higher education institutions, and, thus, there is no duplication.

The program will fund new adjunct/lecturer/faculty instruction to cover the additional instruction credit required by the program. This will include a program coordinator, curriculum coordinator and support personnel. Total expenditures, including operating costs range from \$230,147- \$658,945 over a five-year period.

ATTACHMENTS

Attachment 1 –Master of Population and Health Systems Management Proposal

STAFF COMMENTS AND RECOMMENDATIONS

As provided in the program proposal, the proposed program is a unique collaborative program co-created and delivered by Boise State University and the Healthcare Financial Management Association. The collaboration includes a revenue sharing agreement where 30% of the gross revenue from the program is distributed to the HFMA for specific responsibilities and contributions to include marketing and recruitment; content and faculty expertise; and facilitating opportunities for students to earn up to four HFMA certifications. These certifications are: Certified Healthcare Financial Professional, Certified Specialist Business Intelligence, Certified Revenue Cycle Representative and Certified Specialist Accounting & Finance.

BSU anticipates 12 enrollments initially reaching 48 by FY2026 with approximately 7 students graduating in FY23. The program will be scaled based on demand for the degree offerings as provided in their program proposal. Because the program will be using the online program fee model, minimum enrollments are based on course registrations, which range from 254 to 662 annual credits and 10.60 to 27.60 annual FTEs over a five-year period. If enrollments are not met, BSU will adjust to reflect actual activity and will evaluate the enrollments annually. If in the long term it is not fiscally sustainable, the program will be discontinued.

CONSENT
APRIL 21, 2021

While the proposed program is currently not listed on BSU's approved three-year plan, it was included in their draft plan submitted in 2020. Due to the pandemic, program planning was postponed last academic year. Draft plans were in progress and were shared with the Instruction, Research, and Student Affairs Committee to demonstrate impacts on program planning and immediate plans for the future. In accordance with Board Policy III.Z, no institution has the statewide program responsibility specifically for health systems management programs. Currently there are no Master's level programs in health system management being offered by Idaho's universities. Additionally, Board Policy III.Z does not apply to programs for which 90% or more of all activity is required or completed online.

BSU also requests approval to assess an online program fee of \$790 per credit for the Master's program consisting of 30 credits, which amounts to \$23,700. Based on the information for the online program fee provided in the proposal, staff finds that the criteria have been met for this program.

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs (CAAP) on March 4, 2021; to the Instruction, Research, and Student Affairs (IRSA) committee on April 7, 2021; and to the Business Affairs and Human Resources (BAHR) committee on April 9, 2021.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to create an online Master of Population and Health Systems Management program, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by Boise State University to charge an online program fee of \$790 per credit for the Master of Population and Health Systems Management program, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Institutional Tracking No. _____

Idaho State Board of Education

Proposal for Academic Degree and Certificate Program

Date of Proposal Submission:	January 2020
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Health Sciences
Name of Department(s) or Area(s):	School of Allied Health Sciences

Official Name of the Program:	Master of Population and Health Systems Management						
Implementation Date:	Fall 2021						
Degree Information:	Degree Level: Masters				Degree Type: Master		
CIP code (consult IR /Registrar):	51.0722 Healthcare Innovation						
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	100% Online						
Geographical Delivery:	Location(s)	Boise			Region(s)	III	
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)		Self-Support fee			Professional Fee	X	Online Program Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)		Regional Responsibility			Statewide Responsibility		

Indicate whether this request is either of the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> New Degree Program | <input type="checkbox"/> Consolidation of Existing Program |
| <input type="checkbox"/> Undergraduate/Graduate Certificates (30 credits or more) | <input type="checkbox"/> New Off-Campus Instructional Program |
| <input type="checkbox"/> Expansion of Existing Program | <input type="checkbox"/> Other (i.e., Contract Program/Collaborative |

DocuSigned by:

Dr. Tim Dunnagan 12/23/2020 | 2:10 PM PST

DocuSigned by: _____ Date

Dr. Tammi Vacha-Haase 12/23/2020 | 3:47 PM PST

DocuSigned by: _____ Date

Meredith... 1/8/2021 | 1:40 PM MST

DocuSigned by: _____ Date

... 12/23/2020 | 6:14 PM PST

DocuSigned by: _____ Date

... 1/15/2021 | 10:45 AM PST

DocuSigned by: _____ Date

... 1/15/2021 | 10:45 AM PST

DocuSigned by: _____ Date

Vice President for Research (Institution; as applicable) *Patty Sanchez* 2/2/2021

Academic Affairs Program Manager, OSBE *Todd J. Kilburn* 3/11/21

Chief Financial Officer, OSBE *TJ Bliss* 2/2/2021

Chief Academic Officer, OSBE _____ Date

SBOE/Executive Director Approval _____ Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

- 1. Describe the request and give an overview of the changes that will result.** What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

Boise State University proposes the creation of an online program that will award a Master of Population and Health Systems Management. The proposed program will operate under the guidelines of SBOE Policy V.R. as it pertains to wholly online programs. However, it should be noted that the students will have two opportunities to participate in instructional activities that will be delivered on campus.

This program is a unique collaborative program co-created and delivered by Boise State University and the Healthcare Financial Management Association (HFMA). These organizations chose to collaborate due to the excellent reputation of Boise State University in the area of online education and health education, as well as the strong reputation of the HFMA in the area of delivering healthcare finance education to their financial, operational and clinical members and non-members.

This collaboration includes a revenue sharing agreement where 30 percent of the gross revenue from the program is distributed to the HFMA for the following responsibilities and contributions:

- Marketing and recruitment: The diverse HFMA community has more than 58,000 members, (over 150 of which are in the local Idaho chapter) including healthcare finance leaders and professionals from hospitals and health systems, provider organizations, physician practices, business partners and health plan markets.
- Content and faculty expertise:
Five (5) of the ten (10) courses use pre-existing and specialized content from HFMA. The five courses that contain HFMA content cover specific healthcare-specific information such as healthcare payment principles, cost analysis of healthcare organizations, and healthcare business operations.
- Students have the potential to earn up to four (4) HFMA certifications as part of the master's degree. There is no additional cost to the student. The eligible HFMA certifications include:
 - Certified Healthcare Financial Professional
 - Certified Specialist Business Intelligence
 - Certified Revenue Cycle Representative
 - Certified Specialist Accounting & Finance

This master's degree program is designed for students who wish to advance their careers through an integrated curriculum that encompasses content in both patient-centered population and risk reduction based delivery and health organization operations and finance. The content will include health systems financial management, including a conceptual framework, financial tools, and management techniques and increased business acumen in health care. The subjects covered will

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provide the background and analytic skills for students to evaluate select financial matters encountered in the overall management of health systems. It will also cover Patient Populations and Risk Assessment, as well as clinical operations to manage risk within these established populations.

2. **Need for the Program.** Describe evidence of the student, regional, and statewide needs that will be addressed by this proposal to include student clientele to be served and address the ways in which the proposed program will meet those needs.

Healthcare is transitioning away from volume-based payment to value-based payments (paying for care based on clinical outcomes and patient experience). Consequently, successful management of healthcare organizations will rely on a clear understanding of the emerging population health clinical focus and how it relates to data analyzation and financial implications. The rapidly changing business climate for healthcare organizations makes it challenging to provide comprehensive education and equally challenging for leaders of healthcare organizations to stay current in their command of management strategies. The partnership between Boise State University and HFMA is an innovative partnership that will bring a new type of healthcare education, combining excellent health science education at Boise State University with health care related business operation expertise available through HFMA.

- a. **Workforce and economic need:** Provide verification of state workforce needs that will be met by this program. Include job titles and cite the data source. Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

The proposed program will stimulate the state economy by supporting workforce needs for mid-senior level positions in health care finances, and operations, especially in light of Governor Little's support to shift from volume to value-based care. The job titles below encompass employment classifications that include healthcare settings, but also encompass positions outside of the healthcare field, we therefore made an assumption that *one quarter* of job openings in these classifications may be found in the healthcare setting.

Job Titles:

- Management Occupations SOC Code 11-1000
- Other Management Occupations SOC Code 11-9000
- Financial Managers SOC Code 11-3031
- Financial Specialists SOC Code 13-2000

2018 National Employment Matrix		Job Openings Due to Growth and Replacement Needs 2018-2028
Management Occupations	11-1000	126,000
Other Management Occupations	11-9000	36,000

Financial Managers	11-3031	27,000
Financial Specialists	13-2000	27,000
TOTAL		216,000

Title and Code 2018-2028 Idaho Long Term Employment Projections		Job Openings Due to Growth and Replacement Needs 2018-2028
Management Occupations	11-0000	1,447
Other Management Occupations	11-9000	593
Financial Managers	11-3031	71
Financial Specialists	13-2000	213
TOTAL		2,324

A search on December 23, 2020 on the employment website Indeed.com with “population health management” in the search field, filtered for “mid-level” experience, yielded 65,432 open positions across the United States. When filtered for Idaho, the same search yielded 357 open positions.

- b. Student demand.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Provide evidence of student demand/ interest from inside and outside of the institution.

There are three different types of students who will enter this program.

- The career advancer who is already employed in the field and is interested in moving up in the field
- The career starter who is interested in a career that fits his/her personal and professional goals and is currently not employed in the field
- The career changer who is currently employed in a different field and is interested in changing fields

- c. Societal Need:** Describe additional societal benefits and cultural benefits of the program.

As payment for care shifts to value based payments (paying for care based on clinical outcomes and patient experience), the benefits to society are better outcomes, better patient/consumer experience, and lowered cost. The focus is on improving the health of society while managing the cost to care purchasers. Also, with the rising number of Baby Boomers and associated healthcare costs, Medicare is slated for solvency if as a country we

do not start implementing the needed payment reform measures. This program teaches the needed reform.

3. Program Prioritization

Is the proposed new program a result of program prioritization?

Yes_____ No__X__

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

4. Credit for Prior Learning

Indicate from the various cross walks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'. Not Applicable.

N/A

5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

This degree program is designed for the possibility of being 100% online to reduce student costs. There will be two optional opportunities made available for on campus activities. During the creation of the feasibility report, it was determined this is the lowest overall program cost for any comparable programs.

Enrollments and Graduates

- 6. Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the most past four years.

There are no similar programs offered at the other Idaho pubic institutions.

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY__	FY__	FY__	FY__ (most recent)	FY__	FY__	FY__	FY__ (most recent)

- 7. Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

No duplication. There are no similar programs offered at the other Idaho public institutions.

8. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Master of Population and Health Systems Management											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY22 (first year)	FY23	FY24	FY25	FY26		FY22 (first year)	FY23	FY24	FY25	FY26	
12	33	47	52	48		0	7	18	25	28	

9. **Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need for the Program" above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

The program's size will be scaled to demand for the program. The numbers in the table above reflect a reasonable and attainable scaling up of the program. There are no similar programs currently in the industry. We will be partnering with HFMA to be able to provide the most current payment model information available, this insight and their knowledge, gives us an unprecedented competitive advantage.

We plan to promote this on HFMA website, through their daily mail to HFMA to have. members (56,000+), through hfm Journal (56,000+) as well as digital leadership publication (75,000+), social media channels, webinars, podcasts and live events.

10. **Minimum Enrollments and Graduates.**

- a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

Because the program will be utilizing the online fee model, it is best to put minimum enrollment in terms of course registrations, which are what translate to revenue. Based on estimated expenses for instruction and for support personnel expenses, estimate the minimum number of course registrations to achieve breakeven is:

- Year 1: Annual credits 254, Annual FTEs 10.60
- Year 2: Annual credits 606, Annual FTEs 25.24
- Year 3: Annual credits 662, Annual FTEs 27.60

- Year 4: Annual credits 662, Annual FTEs 27.60
- Year 5: Annual credits 662, Annual FTEs 27.60

If enrollments do not meet expectations, expenses will adjust to reflect actual activity. The program's financial sustainability will be evaluated at least annually.

- b.** If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

Programs operating under the online program fee model at Boise State University are expected to be fiscally sustainable. If enrollments do not meet expectations, expenses will be adjusted to reflect actual activity. The program's financial sustainability will be evaluated at least annually. If it is determined to be fiscally unsustainable in the long term, it will be discontinued.

- 11. Assurance of Quality.** Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation. The following measures will ensure the high quality of the new program:

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

Program Review: Boise State has instituted a new program review procedure. At the inception of new programs, the programs will submit to the Office of the Provost a three-year assessment plan to be scheduled into the Periodic Review/Assessment Reporting Cycle. The plan includes program learning outcomes; and an implementation plan with a timeline identifying when and what will be assessed, how the programs will gather assessment data, and how the program will use that information to make improvements. Then, every three years, the programs will provide Program Assessment Reports (PAR), which will be reviewed by a small team of faculty and staff using a PAR Rubric, which includes feedback, next steps, and a follow-up report with a summary of actions.

Program Development Support: The online Master of Population and Health Systems Management is one of several that are being created via the eCampus Expansion Initiative at Boise State University. Boise State's online program development process uses a facilitated program design process to assist program faculty members in the creation of an intentional, cohesive course progression with tightly aligned course and program outcomes. A multi-expert development team, which includes an instructional designer, multimedia specialist, and quality assurance, works collaboratively with the faculty member. One master version of each course is developed for a consistent look and feel of courses across the program; the master course utilizes a professionally created common template aligned with nationally Quality Matters course design standards.

Academic Integrity: Academic integrity is vital to the mission of Boise State University and encompasses the totality of academic rigor, ethical behavior, intellectual curiosity, appropriate teamwork, and persistence. All assignments submitted by a student must represent his/her own ideas, concepts, and current understanding or must cite the original source. Boise State proactively supports academic integrity by providing training, maintaining a website dedicated to

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academic integrity, providing tools such as pedagogical strategies, workshops, and tips for designing tests, as well as establishing policies and procedures for students who violate the academic integrity policy within the Student Code of Conduct. For this new online program, we will use the following strategies to encourage academic integrity:

- During the design and development of the curriculum and assessment of each course, instructors will be informed by staff of Boise State's eCampus Center about best practices for online course design based on Quality Matters™ and best practice strategies to promote academic integrity in online education based on WCET's recommendations (Version 2.0, June 2009)
- Through the program development process, course production, course launch support provided by the eCampus Center, and other means, instructors will be reminded about the importance of academic integrity and encouraged to report and act upon suspected violations.
- Academic integrity will be addressed within online student orientation. Programs may require online students to complete the university's Academic Integrity Online Workshop.
- At the beginning of each course, the instructor will communicate expectations regarding academic integrity to students in the syllabus and verbally and may require completion of the university's Academic Integrity Online Workshop.

Student Authentication: Because the proposed program will be offered entirely online, it is important to include mechanisms by which we authenticate the identity of students enrolled in the program. We will use the following mechanisms:

- During the admissions process, the university will confirm required official transcripts and other documentation required for admission into the program.
- Associated with access to and use of our Learning Management System, a secure log-in environment will be provided and students will be required to use strong passwords and change them every 90 days.
- When high-stakes exams are required, faculty will be encouraged to utilize remote or online proctoring services when appropriate. In those instances, students will need to provide valid photo identification before gaining access to the graded assessments or other required activities.
- Instructors will utilize Canvas's Turnitin plagiarism detection program when appropriate.
- Instructors are expected to be informed of and aware of the importance of student identity authentication and to report and act upon suspected violations.

12. **In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.** Attach the peer review report as **Appendix A**.

N/A

13. **Teacher Education/Certification Programs** All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) prior to consideration and approval of the program by the State Board of Education.

Will this program lead to certification?

Yes_____ No X_____

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

14. Three-Year Plan: If this is a new proposed program, is it on your institution's approved 3-year plan?

Yes No _____

Currently not listed on BSU's approved three-year plan, however, was included in their draft plan submitted in 2020. Due to the pandemic, program planning was postponed last academic year. Draft plans were in progress and were shared with the Instruction, Research, and Student Affairs Committee.

If yes, proceed to question 15. If no:

a. Which of the following statements address the reason for adding this program outside of the regular three-year planning process.

Indicate (X) by each applicable statement:

<input type="checkbox"/>	Program is important for meeting your institution's regional or statewide program responsibilities.
<input type="checkbox"/>	The program is in response to a specific industry need or workforce opportunity.
<input type="checkbox"/>	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
<input type="checkbox"/>	There is a contractual obligation or partnership opportunity related to this program.
<input type="checkbox"/>	The program is in response to accreditation requirements or recommendations.
<input type="checkbox"/>	The program is in response to recent changes to teacher certification/endorsement requirements.

b. Provide an explanation for all statements you selected.

Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan

15. Curriculum. Provide descriptive information of the educational offering.

a. Summary of requirements. Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	30
Credit hours in required courses offered by other departments:	0
Credit hours in institutional general education curriculum	0
Credit hours in free electives	0
Total credit hours required for degree program:	30

b. Curriculum. Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

Master of Population and Health Systems Management (Online)

Course Number and Title	Credits
PHSM 501: Actuarial Science & Epidemiology in Determining Patient Outcome I	3
PHSM 503: Actuarial Science & Epidemiology in Determining Patient Outcome II	3
PHSM 510: Management of Population-Focused Healthcare	3
PHSM 517: Principles of Health Care Business I	3
PHSM 519: Principles of Health Care Business II	3
PHSM 520: Healthcare Finance Mastery	3
PHSM 530: Health System Business	3
PHSM 535: Healthcare Business Analytics in Revenue Cycle	3
PHSM 540: Revenue Cycle Mastery in Healthcare	3
PHSM 591: Project	3
Total	30

- c. Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

PHSM 591: Project – Execution of a substantial exercise that demonstrates the ability to successfully and independently carry out a professional activity similar to what is encountered in the professional workplace; archival of the results of the project is required according to standards approved by the Graduate College. Pass/fail only.

16. Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.

- **Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.
- Synthesize epidemiologic methods to identify and compare patient populations and actuary science methodology to create risk management programs designed to produce the improved patient outcomes.

- Assess alternative delivery models and determination of the most appropriate place, amount, and type of care.
- Classify cost structures and allocations to make best practice for pricing and service decisions under different payment arrangements and regulatory guidelines.
- Apply the fundamentals of each financial function within a healthcare enterprise including accounting, financial planning, and the revenue cycle to utilize the basics of common payment arrangements for health services.
- Critique the implication of operational and incentives in payment arrangements and determine how to maximize the health of an organization's population.

17. Assessment plans.

- a. Assessment Process.** Describe the assessment process that will be used to evaluate how well students are achieving the intended learning outcomes of the program.

The proposed program will review both qualitative evaluation-based information and quantitative academic-based data provided by students who are either actively enrolled in the Master of Population and Health Systems Management curriculum or have graduated. The program faculty will use this information to adjust key courses and overall program objectives or requirements.

- b. Closing the loop.** How will you ensure that the assessment findings will be used to improve the program?

Information gleaned from both qualitative and quantitative assessments will be presented to program faculty during planned meetings as needed during the semester as well as immediately following each semester. Changes will be made to course and program curriculum as warranted.

- c. Measures used.** What direct and indirect measures will be used to assess student learning?

Course specific assessment measures will be used to assess the course-specific objectives.

- Assessment measures will vary to ensure students demonstrate both oral and written articulation of course-specific content.
- Assessment measures may include quizzes, tests, assignments, or course-specific projects.
- Graduate exit survey to be conducted at the end of students' final semester
- Graded discussion board postings and regular and substantive participation.
- Program review annually of submitted capstone projects
- Review number of submitted/accepted presentations because of capstone projects

Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.

- 18. Physical Facilities and Equipment:** Describe the provision for physical facilities and equipment.

- a. **Existing resources.** Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

None needed

- b. **Impact of new program.** What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

None needed

- c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

N/A

19. **Library and Information Resources:** Describe adequacy and availability of library and information resources.

- a. **Existing resources and impact of new program.** Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

Library resources have been evaluated and are sufficient, as long as access to current journals remain available.

- b. **Needed resources.** What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

None

20. **Faculty/Personnel resources**

- a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

The program will fund new adjunct/lecturer/faculty instruction to cover the additional instruction credit required by the program:

Yr 1- 12.00 instruction credits, 0.45 FTE
Yr 2- 24.00 instruction credits, 0.90 FTE
Yr 3- 30.00 instruction credits, 1.12 FTE
Yr 4- 30.00 instruction credits, 1.12 FTE
Yr 5- 30.00 instruction credits, 1.12 FTE

At maturity, the program will offer 18 sections of new courses.

The program will fund a program coordinator: 0.45 FTE in year 1, 0.43 FTE year 2 and 0.35 FTE in years 3+. The program will fund a position with curriculum oversight responsibilities: 0.15 FTE in year 1, 0.10 FTE in year 2 and 0.08 FTE in years 3+. The program will fund a 0.25 FTE administrative assistant in year 1 and 0.50 FTE in years 2+.

- b. Existing resources.** Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

It is anticipated that the position of program coordinator, who will also have instructional duties, will be an existing employee. In the first year of the program, the program coordinator will spend more time (0.45 FTE) on program coordination than instruction, over the course of the next two years (year 2 and 3) the amount of time dedicated to coordination will slightly decrease as the time is shifted towards instruction.

- c. Impact on existing programs.** What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

Because the program will fund instruction and administrative support, it is anticipated that limited instructional and administrative support resources from existing programs will be used for the proposed program, there will be a minimal impact on resources available for existing programs.

- d. Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

The following positions will be hired for the program:

- Adjunct Instruction
- Administrative Assistant

Expenses for these positions are included in the program budget sheet.

21. Revenue Sources

- a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

N/A

- b) **New appropriation.** If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

No new appropriation will be required.

- c) **Non-ongoing sources:**

- i. If the funding is to come from one-time sources such as a donation, indicate the

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Revised July 1, 2020

sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

N/A

- ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

N/A

d) Student Fees:

- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

N/A

- ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. That policy enables the institution to set a price-point appropriate for the program; students will pay an online program fee in lieu of tuition. The price-point for our online program fee determined to be \$790 per credit. For the 30 credits required for completion of the proposed program, the total cost will be \$23,700.

This tuition rate was determined by completing a competitor analysis and reviewing universities with similar programs. This analysis identified three primary comparison universities with similar online/hybrid programs:

- Pennsylvania State University at \$996 per credit with 49 credits (\$48,804).
- Johns Hopkins University at \$737 per credit with 51 credits (\$37,587).
- University of Baltimore at \$1,149 per credit (out of state rate) with 45 credits (\$51,705)

We used the guiding principle of offering a very reasonable pricing point possible in comparison with similar online programs while providing a higher value proposition with the inclusion of four industry recognized certificates as part of the master's program. Moreover, this cost per credit hour is slightly less expensive than similarly specialized current online health programs at Boise State, including masters of Science in Genetic Counseling (\$982 per credit) and the masters of Nursing in Adult Gerontology Nurse Practitioner (\$890 per credit) programs.

We project that by the fourth year of the program, it will generate 942 SCH, which will yield a total revenue of \$744,180.

- 22.** Using the excel [budget template](#) provided by the Office of the State Board of Education, provide the following information:

- Indicate all resources needed including the planned FTE enrollment, projected revenues,

and estimated expenditures for the first **four** fiscal years of the program.

- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

Note: The 30 percent of gross revenue distribution to HFMA is reflected as Professional Services expense in section III.B.2 in the attached program budget. The 30 percent of revenue to the University is reflected as Boise State University Support in section III.E.1 in the attached program budget.

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I. PLANNED STUDENT ENROLLMENT

	FY 2022		FY 2023		FY 2024		FY 2025	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	6.7	16	20.1	31	31.0	44	35.3	44
B. Shifting enrollments	0.7	2	2.2	3	3.4	5	3.9	5
Total Enrollment	7.5	18	22.3	35	34.4	49	39.3	49
Student Credit Hours Generated	179		535		826		942	899

II. REVENUE

	FY 2022		FY 2023		FY 2024		FY 2024		FY 2025	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request										
2. Institution Funds										
3. Federal										
4. New Tuition Revenues from Increased Enrollments										
5. Student Fees		\$141,252		\$422,808		\$652,461		\$744,180		\$710,289
6. Other (i.e., Gifts)										
Total Revenue	\$0	\$141,252	\$0	\$422,808	\$0	\$652,461	\$0	\$744,180	\$0	\$710,289

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

Budget Notes:

I.A. B. Calculation of FTE and headcount as follows:

>1 FTE = 24 Graduate Credits

>Headcount determined as the distinct number of students in the program that year.

>Assume that 90% of the enrollments will be new enrollments and 10% will be shifting enrollments.

>Assume 35% attrition from 1st to 2nd semester, then 3% attrition every semester. No attrition from 2nd to last semester to last semester.

11.5. >Student Fee revenue calculated as Student Credit Hours * \$790 per credit.

>To be conservative, assume in calculations that per-credit fee does not increase over time

III. EXPENDITURES										
	FY 2022		FY 2023		FY 2024		FY 2024		FY 2025	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs										
1. FTE		1.30		1.92		2.05		2.05		2.05
2. Faculty		\$14,250		\$33,346		\$41,870		\$43,055		\$44,240
3. Adjunct Faculty		\$9,000		\$13,905		\$19,080		\$19,620		\$20,160
4. Graduate/Undergrad Assistants										
5. Research Personnel										
6. Directors/Administrators		\$61,500		\$54,461		\$45,884		\$47,260		\$48,678
7. Administrative Support Personnel		\$8,250		\$16,995		\$17,505		\$18,030		\$18,571
8. Fringe Benefits		\$30,895		\$42,335		\$43,761		\$44,716		\$45,682
9. Other:										
Total Personnel and Costs										
	\$0	\$123,895	\$0	\$161,042	\$0	\$168,100	\$0	\$172,681	\$0	\$177,331

Budget Notes (continued)
 III.A.2 Faculty FTE: Calculated using (Credit hour load)/40 for 12 month faculty and calculated using (Credit hour load)/30 for 9 month faculty
 III.A.3 Adjunct FTE: Calculated using (Credit hour load)/24
 III.A.6 Administrators: 0.45-0.35 FTE existing Program Coordinator, .015-0.08 FTE Curriculum Coordinator
 III.A.7 Support Personnel: 0.25-0.50 FTE Administrative Assistant starting Fall 2021.
 III.A.8 Benefits calculated at professional \$11,650+(annual wage*20.47%), classified \$11,650+(annual wage*21.57%).

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	FY 2022		FY 2023		FY 2024		FY 2024		FY 2025	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures										
1. Travel		\$6,000		\$3,000		\$3,000		\$3,000		\$3,000
2. Professional Services		\$42,376		\$126,842		\$195,738		\$223,254		\$213,087
3. Other Services										
4. Communications		\$15,000		\$5,000		\$5,000		\$5,000		\$5,000
5. Materials and Supplies		\$500		\$500		\$500		\$500		\$500
6. Rentals										
7. Materials & Goods for Manufacture & Resale										
8. Miscellaneous - Computer Hardware/Software										
Total Operating Expenditures	\$0	\$63,876	\$0	\$135,342	\$0	\$204,238	\$0	\$231,754	\$0	\$221,587
Budget Notes (continued):										
III.B.1 Travel: Professional Development and Conference Travel										
III.B.2 Professional Services: Program will partner with Healthcare Financial Management Association to market, design and deliver the curriculum.										
III.B.4 Communications: Promotion, Marketing and Recruitment of Program										
III.B.5 Materials & Supplies: Office supplies and materials										

	FY 2022		FY 2023		FY 2024		FY 2024		FY 2025	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay										
1. Library Resources										
2. Equipment										
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Capital Facilities Construction or Major Renovation										
E. Other Costs										
1. Boise State University Support		\$42,376		\$126,842		\$195,738		\$223,254		\$213,087
2. College of Health Sciences Revenue Share		\$0		\$0		\$0		\$31,256		\$29,832
Utilities										
Maintenance & Repairs										
Other										
Total Other Costs	\$0	\$42,376	\$0	\$126,842	\$0	\$195,738	\$0	\$254,510	\$0	\$242,919
TOTAL EXPENDITURES:	\$0	\$230,147	\$0	\$423,227	\$0	\$568,077	\$0	\$658,945	\$0	\$641,837
Net Income (Deficit) to College	\$0	-\$88,895	\$0	-\$419	\$0	\$84,384	\$0	\$85,235	\$0	\$68,452

Budget Notes (specify row and add explanation where needed; e.g., "I.A., B. FTE is calculated using..."):

III.E.1 Boise State University Support is defined as follows:

Boise State Central Services (10.00% of revenue): A fund dedicated to funding support services for online students.

Boise State eCampus Center (8.75% of revenue): Provide funding for initiative management, online course/program development and other support services

Boise State Online Innovation Fund (3.80% of revenue): Seed funding for academic programs, course development stipends to faculty, open education resource grants and eventually innovation grants

III.E.2 The College of Health Sciences will receive 6% of revenue when the program's cumulative revenues are larger than cumulative expenses. The budget anticipates this will occur in year 4 or FY 2023

CONSENT
APRIL 21, 2021

SUBJECT

Graduate Medical Education (GME) Committee Appointment

REFERENCE

December 5, 2017	Board approved a Graduate Medical Education 10-year plan.
August 2018	Board approved second reading of Board Policy III.C. Graduate Medical Education Committee.
June 2020	Board approved reappointments to the Graduate Medical Education Committee.
August 2020	Board approved the appointments of Dr. Jaren Blake and Dr. A.J. Weinhold to the Graduate Medical Education Committee.
October 2020	Board approved the appointments of Dr. Thomas Mohr and Dr. John Grider to the Graduate Medical Education Committee.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.C.

BACKGROUND/DISCUSSION

Consistent with Board Policy III.C, the purpose of the GME Committee is to provide recommendations to the Board on ways to enhance GME in the State of Idaho. The committee also supports the development, implementation, and monitoring of the Board's short and long-term GME plans. The committee reports to the Board through the Instruction, Research, and Student Affairs Committee.

A maximum of thirty (30) members can serve on the GME Committee, and all committee members are appointed by the Board. Committee members represent postsecondary institutions providing GME for Idaho, residency sites, the Idaho Medical Association, and the Office of the State Board of Education. Representatives from medical organizations include a physician and an administrator. Appointments and/or reappointments maintain five-year terms.

The Board is being asked to appoint a new member to the Graduate Medical Education Committee: Dr. Luisa Hiendlmayr, Associate Program Director for the HCA/Eastern Idaho Regional Medical Center, who would represent this program as a Designated Institutional Official.

IMPACT

Dr. Hiendlmyer offered a letter of recommendation and curriculum vitae. This updates and expands the committee to 28 members, two below the policy limit of 30.

ATTACHMENTS

CONSENT
APRIL 21, 2021

Attachment 1 – GME Committee Members - October 2020
Attachment 2 – Dr. Luisa Hiendlmayr Letter of Interest
Attachment 3 – Dr. Luisa Hiendlmayr Curriculum Vitae

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the qualifications of the nominees and recommends approval.

BOARD ACTION

I move to appoint Dr. Luisa Hiendlmyer to serve on the Graduate Medical Education Committee as a Designated Institutional Official, with a term expiring in 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
APRIL 21, 2021**

ATTACHMENT 1

GRADUATE MEDICAL EDUCATION COMMITTEE MEMBERS

Approved by State Board of Education - October 2020

Under Consideration – April 2021

Institution	Representative	Term Expiration June 30 of
Office of State Board of Education	Todd Kilburn	Ex Officio
GME Coordinator	Ted Epperly, MD	
Idaho Medical Association	Susie Pouliot, CEO	2022
Idaho Hospital Association	Brian Whitlock	2025
University of Washington School of Medicine	Mary Barinaga, MD – Vice Chair	2022
University of Utah	Ben Chan, MD	2025
Idaho College of Osteopathic Medicine	Thomas Mohr, DO	2022
FMRI Boise	Justin Glass, MD	2022
FMRI Twin Falls	Joshua Kern, MD	2025
FMRI Nampa	Kim Stutzman, MD	2022
FMRI Caldwell	Samantha Portenier, MD	2022
Idaho State University Family Medicine Residency	Bill Woodhouse, MD	2022
ISU Family Medicine Rexburg	A.J. Weinhold, MD	2025
Coeur d' Alene Family Medicine Residency	Dick McLandress, MD	2025
UW Boise Internal Medicine	Moe Hagman, MD - Chair	2022
UW Boise Psychiatry	Kirsten Aaland, MD	2025
University of Utah/Idaho Psychiatry Residency	Beth Botts, MD	2025
Saint Alphonsus Healthcare	Lisa Nelson, MD	2025
St. Luke's Healthcare	Bart Hill, MD	2025
Portneuf Medical Center	Dan Snell, MD	2022
Madison Memorial Hospital	Clay Prince, MD	2022
Kootenai Health	Jon Ness	2025
Boise VAMC	Andy Wilper, MD	2025
Eastern Idaho Regional Medical Center (EIRMC) HCA System	Jaren Blake, MD	2025
EIRMC Internal Medicine	John Grider, MD	2022
EIRMC Family Medical Residency	Luisa Hiendlmyer, MD	2025
West Valley Medical Center	Betsy Young Hunsicker	2025

Programs Awaiting Accreditation:

EIRMC Psychiatry	Matthew Larsen, MD	Not yet on committee
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Luisa Hiendlmayr, MD

5911 Loon Creek Ln
Idaho Falls, ID 83406
207-689-6521
luzpineda25@gmail.com

March 10, 2021

Idaho State Board of Education
650 W. State St #307
Boise, ID 83407

To Whom it may concern,

My name is Luisa Hiendlmayr, MD. I am the associate program director for the HCA/
EIRMC Family Medicine Residency. I request to serve as the representative for this
residency on the statewide GME committee. I have included my CV for your review.

Thank you in advance for your time.

Sincerely,

Luisa Hiendlmayr, MD

Luisa Amanda Hiendlmayr, MD

5911 Loon Creek Ln Idaho Falls, ID 83406

Phone: (207) 689-6521 Email: luzpineda25@gmail.com

Education

University of Massachusetts Medical School	Fitchburg, MA
Family Medicine Internship and Residency	07/2011 - 06/2014
Chief Resident, UMass Fitchburg Family Residency	07/2013 - 06/2014
Duties included making the call schedule for all the residents, conducting monthly resident meetings, attending weekly faculty meetings, attending monthly meetings with the Family Medicine department chair, organizing multiple team building and educational retreats, overseeing morning report and ensuring that there is a lecturer available for each morning as well as choose topics, liaising between faculty and resident concerns.	
Ross University School of Medicine	Dominica, W.I.
Doctor of Medicine, Highest Honors	05/2007 - 11/2010
Hunter College	New York, NY
Bachelor of Arts in Biology	01/2004 - 09/2006
Stony Brook University	Stony Brook, NY
	08/2002 - 05/2003

Licensure

Unrestricted Physician License in the State of Idaho
Unrestricted Physician License in the State of California
Board Certified Family Physician

Professional Background

HCA/Eastern Idaho Regional Medical Center Family Medicine Residency	10/2020-Present
Associate Program Director	
Duties are to provide teaching, clinical supervision, and administrative services under the direction of the program director.	
Backus Physician Services/Hartford Healthcare Medical Group	10/2014 - 4/2018

Duties involve providing primary care as well as urgent care to patients of all ages. This includes wellness exams, ordering and assessing diagnostic studies, and ensuring that patients are up to date with all preventative care. This also includes evaluating and treating patient with acute illness as well as managing chronic diseases and coordinating care with specialists as needed.

I also worked in the urgent care department at times where I was able to maintain proficiency in my suturing and splinting skills.

Teaching Experience

Quinnipiac University School of Nursing

02/2015 - 4/2018

Community preceptor for Nurse Practitioner students.

Duties include working with nurse practitioner students in their final year to maximize their clinical exposure and help improve their diagnostic and treatment plan. I am also responsible for evaluating the student's performance.

Ross University School of Medicine

Integrated Medical Education Instructor

01/2011 - 04/2011

Worked with high fidelity human pathology simulators with parameters for heart rate, blood pressure and cardiac rhythm among other features and conducted training sessions for medical students. Also facilitated problem based learning groups. This consisted of guiding students through a medical case over the course a 2-3 weeks, allowing them to identify gaps in their knowledge and to do the necessary research to fill those gaps.

Teaching assistant, Anatomy

01/2008 - 04/2008

Met with small groups of students in the anatomy lab and reviewed gross anatomy and the clinical correlations relevant to each system

Tutor, Basic Sciences and Introduction to Clinical Medicine

08/2007 - 04/2008

Focused small group anatomy instructor, providing tutelage and review of gross anatomy and clinical correlations relevant to each body-based system

Book chapters

Hiendlmayr L, Ledwith J. (2015). Vocal Cord Dysfunction. In Domino FJ (Ed.), The 5-Minute Clinical Consult, Philadelphia: Lippincott Williams and Wilkins.

Hiendlmayr L, Chang F. (2013). Hypersensitivity Pneumonitis. In Domino FJ (Ed.), The 5-Minute Clinical Consult, Philadelphia: Lippincott Williams and Wilkins.

Presentations

McConarty, PC, **Hiendlmayr L**, Montoya R, et al. Red Team Q.I. Project 2012: Optimizing Influenza Immunization of Diabetics. Poster session presented at: FMEC 2013 Annual Northeast Family Medicine Education Consortium; 2013 Nov 1-3; Philadelphia, PA.

Honors and Awards

Highest Honors, Ross University School of Medicine	11/2010
Dean's List, Ross University School of Medicine	08/2007 - 11/2010
Dean's List, Stony Brook University	05/2003

Skills

Fluent in Spanish

Proficient in the use of the following electronic medical records: Sorian, NextGen, Allscripts, Meditech, Epic, and Athena

Competent to perform the following procedures: joint injections, splinting, IUD placement, incision and drainage, shave biopsies, sebaceous cyst removals, and wart removals

Personal Interests

Downhill skiing, hiking, knitting, photography, and baking

CONSENT
APRIL 21, 2021

SUBJECT

Idaho Indian Education Committee Appointments

REFERENCE

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.
October 19, 2017	The Board approved the appointment of Marcus Coby, Tina Strong, and Graydon Stanley.
December 21, 2017	The Board approved the appointment of Gary Aitken.
April 19, 2018	The Board approved the appointment of Ladd Edmo and reappointment of Pete Putra, Hank McArthur, Bill Picard, Joyce McFarland, Jim Anderson, and Jason Ostrowski.
June 20, 2019	The Board approved the appointment of Leslie Webb, Jaime Barajas-Zepeda, and Effie Hernandez.
February 13, 2020	The Board approved the appointment of Jesse LaSarte.
April 16, 2020	The Board approved the appointment of Dr. Rex Force.
August 26, 2020	The Board approved the appointment of Dr. Mary Jane Miles.

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

CONSENT
APRIL 21, 2021

Mr. Bob Sobotta is the Director for Native American, Minority, and Veteran's Services at Lewis-Clark State College (LCSC). He has served on the Indian Education Committee as LCSC's representative since 2013. Mr. Sobotta's term is scheduled to expire June 30, 2021 and has expressed interest in continuing his service on the committee. President Cynthia Pemberton forwarded a letter of support to reappoint Mr. Sobotta.

Dr. Rex Force is the Senior Vice-Provost and Vice President for Health Sciences at Idaho State University. Dr. Force will be completing a term vacated by a previous member, which is scheduled to expire June 30, 2021. Dr. Force has expressed interest in continuing his service on the committee. Provost Karen Appleby forwarded a letter of support to reappoint Dr. Force.

Ms. Jessica James is the Tribal Youth Education Program Manager for the Shoshone-Bannock Tribes. She has served on the Idaho Indian Education Committee as the K-12 tribal representative since 2016. Ms. James' term is slated to expire June 30, 2021 and has expressed interest in continuing to serve on the committee. A tribal resolution from the Fort Hall Business Council is provided.

Dr. Chris Meyer is the Director of Education for the Coeur d'Alene Tribal Education Department. She has served on the Idaho Indian Education Committee as the Tribal Chairperson's designee since 2013. Dr. Meyer's term is slated to expire June 30, 2021 and has expressed interest in continuing to serve on the committee. A letter of support from the Chairman of the Coeur d'Alene Tribe is provided.

Mr. Jesse LaSarte is the Family Engagement Specialist with the Coeur d'Alene Tribal Education Department. Mr. LaSarte will be completing a term vacated by a previous member, which is scheduled to expire June 30, 2021. Mr. LaSarte has expressed interest in continuing his service on the committee. A letter of support from the Chairman of the Coeur d'Alene Tribe is provided.

IMPACT

If approved, terms for Mr. Sobotta, Dr. Force, Ms. James, Dr. Meyer, and Mr. LaSarte will commence July 1, 2021 and run through June 30, 2026.

ATTACHMENTS

- Attachment 1 – Current Committee Membership
- Attachment 2 – Lewis-Clark State College Nomination Letter
- Attachment 3 – Idaho State University Nomination Letter
- Attachment 4 – Fort Hall Business Council Tribal Resolution
- Attachment 5 – Coeur d'Alene Tribe Nomination Letter

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

CONSENT
APRIL 21, 2021

BOARD ACTION

I move to reappoint Mr. Bob Sobotta, representing Lewis-Clark State College to the Indian Education Committee effective July 1, 2021 and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to reappoint Dr. Rex Force, representing Idaho State University to the Indian Education Committee effective July 1, 2021 and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to reappoint Ms. Jessica James, representing the Shoshone-Bannock Tribes to the Indian Education Committee effective July 1, 2021 and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to reappoint Dr. Chris Meyer, representing the Coeur d'Alene Tribal Education Department to the Indian Education Committee effective July 1, 2021 and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to reappoint Mr. Jesse LaSarte, representing the Coeur d'Alene Tribe to the Indian Education Committee effective July 1, 2021 and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

State Board of Education
Idaho Indian Education Committee

Tribal Representatives

Dr. Chris Meyer is the Director of Education for the Coeur d'Alene Tribal Education Department and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2021 – June 30, 2026. **Pending Board approval.**

Jesse LaSarte is the Family Engagement Specialist for the Coeur d'Alene Tribe and serves as their Tribal Education Department representative. Term: July 1, 2021 – June 30, 2026. **Pending Board approval.**

Gary Aitken, Jr is the Tribal Chairman for the Kootenai Tribe of Idaho and serves as their Tribal Chair representative. Term: immediately – June 30, 2022.

VACANT – Tribal Education Department representative for the Kootenai Tribe.

Mary Jane Miles is the Vice-Chair of the Nez Perce Tribal Executive committee and serves as the Tribal Chairperson's designee. Term: July 1, 2018 – June 30, 2023.

Joyce McFarland is the Education Manager for the Nez Perce Tribe and serves as their Tribal Education Department representative. Term: July 1, 2018 – June 30, 2023.

Ladd Edmo is the Tribal Secretary of the Fort Hall Business Council and serves as their Tribal Chairperson representative. Term: immediately - June 30, 2022.

Jessica James is the Tribal Youth Education Program Manager for the Shoshone-Bannock Tribes and serves as their Tribal Education Department representative. Term: July 1, 2021 – June 30, 2026. **Pending Board approval.**

VACANT - Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2018 – June 30, 2023.

VACANT – Tribal Education Department representative for the Shoshone-Paiute Tribes.

Bureau of Indian Education Representatives

Tina Strong is the Bureau of Indian Education school representative. Term: **expires June 30, 2021.**

Hank McArthur is the Bureau of Indian Education school representative. Term: July 1, 2018 – June 30, 2023.

State Board of Education Ex-Officio Representative

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

Institutions of Higher Education Representatives

Dr. Leslie Webb - Vice President for Student Affairs and Enrollment Management at Boise State University. Term: immediately – June 30, 2023.

Dr. Rex Force is the Senior Vice Provost and Vice President for Health Sciences at Idaho State University. Term: July 1, 2021 – June 30, 2026. **Pending Board approval.**

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

Bob Sobotta, Jr. is the Director for Native American, Minority, and Veteran's Services at Lewis-Clark State College. Term: July 1, 2021 – June 30, 2026. **Pending Board approval.**

Jason Ostrowski is the Dean of Students at the College of Southern Idaho. Term: July 1, 2018 - June 30, 2023.

Jaime Barajas-Zepeda is the Assistant Director of Admissions and Recruitment at the College of Western Idaho. Term: immediately - June 30, 2024.

Effie Hernandez is the Multicultural Coordinator at College of Eastern Idaho. Term: immediately – June 30, 2022.

Dr. Graydon Stanley is the Vice President for Student Services at North Idaho College (NIC). Term: July 1, 2017 – June 30, 2022.



Idaho State
University

February 26, 2021

Ms. Patty Sanchez

Patty.Sanchez@osbe.idaho.gov

Academic Affairs Program Manager
Office of the State Board of Education

Dear Ms. Sanchez,

Please reappoint Dr. Rex Force to continue serving as Idaho State University's representative on the Idaho Indian Education Committee.

Do not hesitate to contact my office if you have any questions or concerns regarding this matter.

Sincerely,

Karen M. Appleby, PhD

Interim Provost and Vice President for Academic Affairs
Professor | Department of Human Performance and Sport Studies
Administration Building | Room 250
921 South 8th Ave., Stop 8063 | Pocatello, ID 83209
(208) 282-2171 | karenappleby@isu.edu



March 2, 2021

Office of the State Board of Education
Attn: Patty Sanchez, Academic Affairs Program Manager
P.O. Box 83720
Boise, ID 83720-0037

Dear Ms. Sanchez:

Thank you for extending Lewis-Clark State College an opportunity to nominate a representative to serve on the Idaho Indian Education Committee. Bob Sobotta is our current representative and has a long, successful professional track record that makes him a natural choice to serve in this capacity. In addition to his many years of service on this committee, Mr. Sobotta has spent his career providing educational services to students of Native American descent along with other traditionally underrepresented student populations. Mr. Sobotta is enthused at the prospect of continuing his work at a state level.

On behalf of President Cynthia L. Pemberton and the Lewis-Clark State College campus community, I nominate Mr. Bob Sobotta to serve another term on the Idaho Indian Education Committee.

Sincerely,

Andrew T. Hanson, Ph.D.
Vice President for Student Affairs

C: Dr. Cynthia L. Pemberton, President

RESOLUTION

WHEREAS, Fort Hall Business Council has the ultimate responsibility to assure that Tribal members throughout the Fort Hall Indian Reservation are adequately represented; and

WHEREAS, section 4-14 of the Shoshone-Bannock Tribes' Personnel Policies and Procedures Manual states, Representation in outside organizations, employees are required to have authorization from the Council to represent Tribal interests in outside organization/entities. Authorization shall generally be given which such representation is in line with the employee's position responsibilities and must be supported with a Tribal Resolution; and

WHEREAS, the Idaho Department of Indian Education Committee is currently seeking representation from the Shoshone-Bannock Tribes education program for a 4-year term; and

WHEREAS, the purpose is to prioritize a set of goals and advise the Board of Education for the State of Idaho on issues pertaining to Native American students on all aspects of education K-12; and

WHEREAS, the Tribal Youth Education Manager, Jessica James is willing to represent the Tribes on this Idaho Indian Education Committee; now

THEREFORE, BE IT RESOLVED BY THE BUSINESS COUNCIL OF THE SHOSHONE-BANNOCK TRIBES, that Tribal Youth Education Manager, Jessica James is hereby approved and authorized to participate on the Idaho Department of Indian Education Committee for a 4-year term to represent the Shoshone-Bannock Tribes.

Authority for the foregoing resolution is found in the Indian Reorganization Act of June 18, 1934 (48 Stat., 984), as amended, and in the Shoshone-Bannock Tribes Constitution and Bylaws of the Fort Hall Reservation, as amended, including, but not limited to the authority found in the Constitution, Article VI.

Dated this 9th day of March 2021



Devon Boyer, 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 (DB, EJT), and 1 not voting (MS) on the date this bears.



Ladd R. Edmo, Tribal Secretary
Fort Hall Business Council

PRSL-2021-0130



COEUR D'ALENE TRIBE

CHIEF J. ALLAN CHAIRMAN
P.O. BOX 408
PLUMMER, IDAHO 83851
(208) 686-5803 • Fax (208) 686-8813
email: chairman@cdatribe-nsn.gov

March 17, 2021

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

RE: Idaho Indian Education Committee Nominations

Dear Ms. Sanchez,

Please accept this letter as the nomination for the Coeur d'Alene Tribe for Dr. Christine Meyer and Jesse LaSarte to serve as representatives on the Idaho Indian Education Committee. On behalf of the Coeur d'Alene Tribe, thank you very much for all the good work the Committee and the Board of Education do to improve educational opportunities for Idaho students.

Sincerely,

A handwritten signature in cursive script that reads "Chief J. Allan".

Chief Allan, Chairman

CONSENT
APRIL 21, 2021

SUBJECT

Accountability Oversight Committee Appointments

REFERENCE

April 2010	Board approved second reading of Board Policy III.AA, creating the Accountability Oversight Committee
April 2016	Board approved second reading of proposed amendments to Board Policy I.Q. to revise the Accountability Oversight Committee membership by adding a fifth at-large member who has a background in special education.
August 2018	Board approved appointment of Jodie Mills to complete Jackie Thomason's term.
October 2018	Board approved second reading of proposed amendments to Board Policy I.Q. adding two (2) members to the committee and further designating representation.
October 2018	Board approved appointment of Anne Ritter as an at-large member of the committee.
June 2019	Board approved appointment of Laurie Copmann and reappointment of John Goedde and Jodie Mills.
August 2020	Board approved reappointment of Julian Duffey, Rob Sauer, and Roger Stewart.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.Q.
Accountability Oversight Committee

BACKGROUND/DISCUSSION

The Board's Accountability Oversight Committee (AOC) was established in April 2010 as an ad-hoc committee of the Idaho State Board of Education. The committee is charged with providing "recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed." Board Policy I.Q., Accountability Oversight Committee, outlines the membership and responsibilities of the committee. The committee consists of:

- Two Board members
- The Superintendent of Public Instruction (or designee)
- One member with special education experience
- One member with experience serving in a school district with a focus on assessment and accountability
- One member with experience as a district superintendent

CONSENT
APRIL 21, 2021

- One member with experience as a school principal or charter school administrator
- One person with experience working with student achievement assessments and data
- Two members at-large.

The current terms for Laurie Copmann, John Goedde, and Jodie Mills end on June 30, 2021. John Goedde, who has been a member of the AOC since its inception, will be completing his term, but is not seeking reappointment. Laurie Copmann and Jodie Mills have provided letters of interest and resumes for consideration of reappointment (Attachments 2 and 3). The Accountability Oversight Committee recommends the reappointment of Laurie Copmann and Jodie Mills.

In June 2019, Laurie Copmann was appointed for her first term on the AOC in the position designated for a school level administrator. She has twenty years of experience as a building-level administrator and is currently the Assistant Principal of Minico High School in Rupert, Idaho. Laurie previously served as the Principal of Rupert Elementary for twelve years and the Principal of Declo and Albion Elementary School for two years. Prior to serving in school administration, Laurie was a teacher, counselor, and district drug education coordinator. Laurie has a Bachelor of Arts in Elementary Education from Idaho State University, a Master of Education in School Administration from Azusa Pacific University, and a Master of Arts in Pupil Personnel Services and Counseling from Azusa Pacific University. Her notice of interest and resume are provided as Attachment 2.

Jodie Mills was initially appointed to the AOC in August 2018 and was reappointed in June 2019. Jodie is designated as the member with experience serving in a school district with a focus on assessment and accountability. Jodie is the Chief Academic Officer for the Caldwell School District, a position she has held since July 2012. Her role includes administration and supervision of academic and assessment services. She was previously the Systems Improvement Coordinator for the Idaho State Department of Education, supporting implementation of school improvement plans and guiding schools and districts in using data to identify strengths and weaknesses in their system. Jodie also has extensive experience working with school districts and schools, including as a Principal, Assistant Principal, Director of Testing, Director of Federal Programs, and as a Science and Physical Education Teacher. Jodie has a Bachelor of Science in Secondary Education from Western Montana College, a Master of Education from University of Idaho, and an Education Specialist in Education Leadership / Superintendent from University of Idaho. Her notice of interest and resume are provided as Attachment 3.

IMPACT

Reappointment of Laurie Lee Copmann and Jodie Mills will allow them to maintain their positions on the committee through June 30, 2023.

CONSENT
APRIL 21, 2021

ATTACHMENTS

Attachment 1 – Current Accountability Oversight Committee Membership List
Attachment 2 – Laurie Lee Copmann Notice of Interest and Resume
Attachment 3 – Jodie Mills Notice of Interest and Resume

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy I.Q., terms run from July 1 through June 30 of the applicable year. In making appointments to the Accountability Oversight Committee, consideration should be given to the appointees' background, representative district / school size, and regional distribution. Staff recommends reappointment of Laurie Lee Copmann and Jodie Mills. Staff is supporting the committee in gathering resumes for consideration to recommend an individual to fill John Goedde's at-large position on the committee; this recommendation will be presented to the Board at the June 2021 meeting.

BOARD ACTION

I move to approve the reappointment of Laurie Lee Copmann to the Accountability Oversight Committee, representing school level administration, for a term of 2 years commencing July 1, 2021 and ending on June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Jodie Mills to the Accountability Oversight Committee, representing district level assessment and accountability, for a term of 2 years commencing July 1, 2021 and ending on June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ACCOUNTABILITY OVERSIGHT COMMITTEE
AUGUST 2020

State Board of Education Member Ex-Officio	State Board of Education Member Ex-Officio
Debbie Critchfield President State Board of Education	Kurt Liebich Member State Board of Education
Superintendent of Public Instruction or Designee Ex-Officio	Committee Chair, Student Achievement Assessment and Data Representative Term: July 1, 2020 - June 30, 2022
Peter McPherson Deputy Superintendent State Department of Education	Roger Stewart Professor, College of Education Boise State University
School District Assessment and Accountability Representative Term: July 1, 2019 - June 30, 2021	School District Superintendent Representative Term: July 1, 2020 - June 30, 2022
Jodie Mills Chief Academic Officer Caldwell School District #132	Rob Sauer Superintendent Homedale School District #370
School Level Administrator Representative Term: July 1, 2019 - June 30, 2021	Special Education Representative Term: July 1, 2020 - June 30, 2022
Laurie Copmann Assistant Principal Minico High School	Julian Duffey Special Education Director Bonneville Joint School District #93
Member At Large Term: July 1, 2019 - June 30, 2021	Member At Large Term: July 1, 2020 - June 30, 2022
John Goedde Former Idaho State Senator Former School Board Trustee, Coeur d'Alene District #271	Anne Ritter Board Member Meridian Medical Arts Charter School
Board Staff Support	
Alison Henken K-12 Accountability and Projects Program Manager Office of the State Board of Education alison.henken@osbe.idaho.gov 208-332-1579	

2-25-21

Dear Idaho State Board of Education,

I am writing to you to express my interest in continuing my work on the Accountability Oversight Committee and would appreciate your consideration of my reappointment for another term. In June of this year I will have completed my second year on the AOC.

Our AOC team is a diverse, knowledgeable and well-rounded team focused on improving the overall educational protocols for everyone in Idaho's education system. I feel fortunate to have worked with this committee for the past two years.

I am going on my 32nd year in education. I currently serve as Assistant Principal at MInico High School in Minidoka County. I have worked at all levels in the education system and feel fortunate to be a member of the AOC. I have enjoyed collaborating and sharing ideas to help improve how we offer the best academic experience for our students in Idaho.

Sincerely,



Laurie Copmann

LAURIE LEE COPMANN

26 E. 100 N. Rupert, Idaho 83350 * Cell (208) 431-6645 * lcopmann@gmail.com



EDUCATIONAL BACKGROUND:

- High School Diploma: Minico High School, Rupert, ID
- A.A., Liberal Arts: College of Southern Idaho, 1985
- B.A., Elementary Education: Idaho State University, 1989
 - Component in History (30 hours)
- M.ED, School Administration: Azusa Pacific University, 1994
- M.A., Pupil Personnel Services/Counseling: Azusa Pacific University, 2000

TEACHING EXPERIENCE:

- 1988-1989 Student teaching experience (3rd and 5th grades)
- 1989-1990 First grade teacher at Pinon Hills Elementary School, CA
- 1990-1993 Second grade teacher at Pinon Hills Elementary School, CA
- 1993-1995 Sixth grade composition, literature, and social studies teacher at Pinon Mesa Middle School, CA
- 1995-1996 Third grade teacher at Dworshak Elementary School, Burley, ID
- 1996-1997 Sixth grade teacher at Declo Elementary School, Declo, ID
- 1997-1998 Counselor at Declo Jr/Sr. High School/ District Drug Ed. Coordinator

ADMINISTRATIVE EXPERIENCE:

- 1993-1994 Administrative Field Work for Azusa Pacific University
- 1997-1998 Cassia County District Drug Education Coordinator, Burley, ID
- 1998-2004 Assistant Principal, Minico High School, Rupert, ID
- 2004-2006 Principal, Declo & Albion Elementary School, Declo, ID
- 2006-2018 Principal, Rupert Elementary School, Rupert, ID
- 2018-Present Assistant Principal, Minico High School, Rupert, ID

EDUCATIONAL EXPERIENCES:

- 1986-1988 Taught life-saving and swimming lessons
- 1997-1998 Fueled jets in Elko, Nevada to pay for college
- 1989-1990 Writing Celebration District Coordinator
- 1990-1991 Committee to interview District Mentor Teachers
- 1991-1992 Representative on the Superintendent's Council
- 1992-1993 Program Quality Review Committee – Fine Arts
- 1992-1993 Member of the New Teacher Support Program
- 1993-1994 Secretary for School Site Council
- 1993-1995 6th Grade Environmental Camp Coordinator
- 1994-1995 Sixth Grade Language Arts Curriculum Coordinator
- 1994-1995 Taught French to middle school students
- 1994-1995 Intramural Basketball Coach
- 1995-1996 Attended Idaho Prevention Conference
- 1996 Attended National Renaissance Convention in New Orleans
- 1996-1997 Representative on the Instructional Model Committee
- 1996-1997 Odyssey of the Mind Coach
- 1997 Attended National Renaissance Convention in Dallas
- 1997-1998 Renaissance Coordinator – Declo Junior High School
- 1998 Attended National Renaissance Convention in Washington D.C.
- 1998-1999 Language Arts Curriculum Adoption Committee
- 1998 Attended Support Group Training – Cheryl Watkins
- 1999 Attended Parent Project Workshop for Educators
- 1999 Reading Literacy class for Administrators
- 1999-2004 District Foreign Exchange Student Director
- 2000 Attended Renaissance Convention in Las Vegas
- 2000-2004 District Crisis Team Leader/Minico Crisis Coordinator
- 2000 Attended (NASSP) National Principal's Convention – San Antonio
- 2001 SASI Training Conference in Ontario, CA
- 2001 Attended High Schools That Work Seminar, Boise
- 2001-2004 Attended Project Leadership Academy, Sun Valley
- 2002 Attended Crisis Plan Training – Cheryl Watkins
- 2002-2003 District Driver Education Coordinator
- 2003 Attended U.S. Department of Justice Training Cease Fire
- 2004 Academic Accountability Workshop – Mary Ann Reynolds
- 2004 Attended Data Decision Making Workshop – Mary Ann Reynolds
- 2004 Advanced Methods of Teaching – U of I –Dr. Tomlin
- 2005 Power School Training in CA
- 2005 Strength Based Intervention Plan Workshop
- 2006 Direct Instruction and Imagine It Training – Carrie Cole
- 2007 Core Reading Training for Administrators
- 2010 Mathematical Thinking Course
- 2010-2011 President of Region IV Elementary Principals
- 2012 Boise Writing Project Training
- 2012 School Net Training

- 2012 Assessment Training
- 2013 MTI Math Training
- 2013 Selected as IAEOP – Administrator of the Year
- 2014 Completed Charlotte Danielson Training Test
- 2014-2015 President of Region IV Elementary Principals
- 2015-2016 Selected as Idaho Gem Award Recipient-Instructional Leadership for Idaho
- 2016 Published a children's book *The Family Tree: The Night of the Storm*
- 2017 Presenter Kids Count Too! – Fall Bereavement Conference
- 2019 Workshop Presenter at National Association for Grieving Children
- 2019 Guest Speaker – National Honor Society Breakfast
- 2019 Accountability Oversight Committee (AOC) -State Board of Education

COLLEGE OF SOUTHERN IDAHO ADJUNCT FACILITATOR:

- 2013 *What Great Teachers Do Differently: 14 Things that Matter Most* by Todd Whitaker – Book Study
- 2016 *Engaging the Disengaged: How Schools Can Help Struggling Students Succeed* by Louis Brown Easton – Book Study
- 2018 *Mindset* by Carol Dweck – Book Study
- 2019 *Teach Like a Pirate* – by Dave Burgess – Book Study

IDAHO CREDENTIALS HELD:

- Standard Elementary – All Subjects K-8
- Administrator – School Principal K-12
- Pupil Personnel Services – Standard Counselor K/12

HOBBIES AND INTERESTS:

- Quilting
- Writing
- Camping with my family and friends
- Cooking

PROFESSIONAL ORGANIZATION INVOLVEMENT:

- Minidoka County Fair Board Member
- Volunteer - Minidoka County Dive Rescue Team
- Society for Children's Books Writers and Illustrators
- Idaho Association for Secondary School Principals

PROFESSIONAL REFERENCES:

Sam Strother – Director of Professional Development – Developing Mathematical Thinking Institute, 208-284-3082, sam@dmtinstitute.com

Dr. Tim Perrigot – Superintendent of Schools, Wendell, Idaho, 208-536-0961, tperrigot@wendellschools.org

Dr. Scott Rogers - Superintendent of Schools, Tooele, Utah, 435-850-0042, srogers@tooeleschools.org

Debbie Critchfield – President - State Board of Education, Oakley, Idaho, 208-431-6414, dcritchfield1@gmail.com

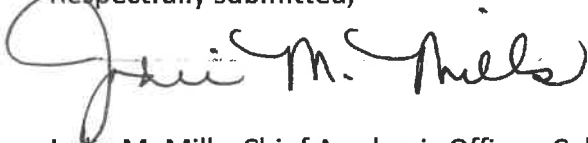
February 22, 2021

Dear Idaho State School Board of Education Members;

My appointment as a member of the Accountability Oversight Committee will come to an end on June 30, 2021. I would like to be considered for re-appointment for another two-year term.

The current purpose of the AOC is to provide well-researched recommendations to the Idaho State School Board to help guide conversations and decisions about student growth and achievement, school accountability and continuous improvement. Based on my background and expertise in curriculum and assessment I would like to continue to contribute to the work of the Accountability Oversight Committee.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jodie M. Mills". The signature is fluid and cursive, with the first name "Jodie" being more prominent and the last name "Mills" following in a similar style.

Jodie M. Mills, Chief Academic Officer, Caldwell School District #132

Jodie M. Mills

6101 South Tarrega Lane • Meridian, Idaho 83642
Phone: 208.431.4145 • E-Mail: tcjod@hotmail.com



Objective

Seeking appointment to the Accountability Oversight Committee.

Experience

Chief Academic Officer

July 2012 – Current

Caldwell School District #132

- Administration and supervision of development plans for facilitating professional development programs for teachers and school leaders.
- Administration and supervision of academic and assessment services, including intervention programs. Oversight of the development and monitoring strategies to ensure achievement of performance outcomes and learning goals.
- Collect and analyze all state and district testing data and prepare reports for administration and teachers. Analyze student achievement data with recommendations of strengths, weaknesses and overall trends with sub-populations.
- Administration, supervision and maintenance of all federal and state education budgets associated to all education programs and federal programs.
- ***Interim Superintendent: June 2015 – July 2016***

Education Solutions Manager

July 2011 – July 2012

SchoolNet, Inc.

- Management and supervision of SchoolNet deployment: Drafting and implementing overall project plan including risks, milestones, issues, deliverables and timelines
- Management and supervision of all project plans: Professional development, support, communication, assessment, curriculum, strategic planning, data and quality assurance.
- Supervision of all personnel including recommendations for hiring/termination, workload, delegating of assignments, staff training, monitoring and evaluating performance, initiating corrective or disciplinary actions.

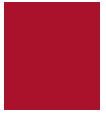
Systems Improvement Coordinator

July 2009 – July 2011

Idaho State Department of Education

- Management, implementation and coordination of all school improvement plans for districts and schools identified as "persistently low achieving".
- Collect and analyze all state and district testing data and prepare reports for administration and teachers. Analyze student achievement data with recommendations of strengths, weaknesses and overall trends with sub-populations.
- Provide specific technical assistance and professional development to districts and schools in areas identifies as weak, specifically working with building and district leadership teams.

Jodie M. Mills



Principal

July 2007 – July 2009

Burley High School - Cassia County School District #151

- Administration and supervision of all classroom instruction, standards and benchmark implementation, progress monitoring and formative/summative assessments, and teacher effectiveness.
- Administration and development of all building maintenance and operations including all safety inspections and incident reporting.
- Supervision of all personnel including recommendations for hiring/termination, workload, delegating of assignments, staff training, monitoring and evaluating performance, initiating corrective or disciplinary actions.
- Administration, supervision and maintenance of all building budgets.

Director of Testing, Data Analysis and Technology

July 2009 – July 2011

Cassia County School District #151

- Administration and supervision of all assessments including training, implementation, policies and procedures.
- Administration and oversight of testing, technology and curriculum, including development and monitoring strategies.
- Collect and analyze all state and district testing data and prepare reports for administration and teachers. Analyze student achievement data with recommendations of strengths, weaknesses and overall trends with sub-populations.
- Administration, supervision and maintenance of all assessment and technology plans and budgets.

Director of Federal Programs and Assessments

July 1999 – July 2004

Minidoka County School District #331

- Administration and supervision of all federal and state program requirements, mandates, policies and procedures.
- Administration and supervision of all assessments including training, implementation, policies and procedures.
- Collect and analyze all state and district testing data and prepare reports for administration and teachers. Analyze student achievement data with recommendations of strengths, weaknesses and overall trends with sub-populations.
- Administration, supervision and maintenance of all testing and federal program plans and budgets.

Assistant Principal

January 1997 – July 1999

Heyburn Elementary – Minidoka County School District #331

- Administration and supervision of all student discipline, strategies, interventions and incentives.
- Collect and analyze all state, district and school testing data and prepare reports for administration and teachers. Analyze student achievement data with recommendations of strengths, weaknesses and overall trends with sub-populations.

Jodie M. Mills



Science/PE Teacher

Minico High School - Minidoka County School District #331

- General classroom teacher in the area(s) of Biology, Human Anatomy, AP Biology, Honors Biology and Biochemistry; Physical Education and Weights for grades 10-12
- Head Varsity Girls Basketball Coach (1992 – 1999), Assistant Girls Volleyball and Softball Coach (1994, 1996-1998).

Education

- **Education Specialist in Education Leadership/Superintendent** **May, 2005**
University of Idaho – Moscow, Idaho
- **Masters of Education/Education Administration** **May, 1999**
University of Idaho – Moscow, Idaho
- **Bachelor of Science: Secondary Education** **May, 1989**
Western Montana College – Dillon, Montana

Education Credentials

State of Idaho

Expire: September 1, 2024

- Administrator: Superintendent
- Administrator: School Principal (K-12)
- Standard Secondary
 - Biological Sciences (6-12)
 - Physical Education (K-12)
 - Physical Education & Health (6-12)

National and International Presentations

- **Annual Visible Learning Conference: San Francisco 2017**
- **Annual Visible Learning Conference: Chicago 2018**
- **Annual Visible Learning Conference: Las Vegas 2019**
- **Orisis World Education Summit: Edinburgh, Scotland 2019**
- **Orisis World Education Summit: London, England 2021**

Jodie M. Mills



References

- **Dr. Shalene French** – Superintendent, Caldwell School District #132
208-455-3300
- **Melissa Langan** – Principal, Van Buren Elementary, Caldwell School District #132
208-697-4652
- **Meghan Wonderlich** – Principal, Jefferson Middle School, Caldwell School District #132
208-501-3309
- **Julie Mead** – Director, Boise State University, SESTA
208-426-4853
- **Karen Seay** – Director, Federal Programs, Idaho State Department of Education
208-332-6978
- **Ainsley Rose** – Author and Consultant, Independent Consultant
250-212-5662
- **Kara Vandas** – Author and Consultant, Independent Consultant
720-301-7376

CONSENT
APRIL 21, 2021

SUBJECT

Data Management Council Appointments

REFERENCE

June 2018	The Board reappointed Chris Campbell, Don Coberly, Matthew Rauch, and Georgia Smith to the Data Management Council. The Board appointed Cathleen McHugh to the Data Management Council.
August 2018	The Board appointed Dale Pietrzak and Dianna J. Renz to the Data Management Council.
April 2019	The Board appointed Scott Thomson and Grace L. Anderson to the Data Management Council.
February 2020	The Board appointed Marcia Grabow to the Data Management Council.
April 2020	The Board reappointed Matthew Rauch, Georgia Smith, and Dianna Renz to the Data Management Council. The Board appointed Chris Bragg to the Data Management Council.
August 2020	The Board appointed Leslie Odom and Kevin Whitman to the Data Management Council.
February 2021	The Board reappointed Chris Campbell and Todd King 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) was established by the Board pursuant to Board policy I.O. to make recommendations to the Board on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and to oversee the creation, maintenance and usage of said system. Section 33-133, Idaho Code, defines the state "data system" to include the state's elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas of data and is referred to as EASI (the Education Analytics System of Idaho). EASI is a P-20W system consisting of P-12, postsecondary, and workforce data. The P-12 data is commonly referred to as the Idaho System for Educational Excellence (ISEE), the postsecondary data is referred to as the Postsecondary Measures of Academic Progress (PMAP), and the labor data (managed by the Department of Labor) is referred to as the Idaho Labor Market Information (ILMI).

There are 13 seats on the Council representing the following constituencies:

- a. Two representatives from the Office of the State Board of Education;
- b. Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution;

CONSENT
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- c. One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented above;
- d. One representative from the State Department of Education;
- e. Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district;
- f. One representative from the Division of Career Technical Education;
- g. One representative from the Department of Labor;
- h. One at-large member.

Appointments are made for two year terms and commence on July 1st. Incumbent candidates can be reappointed as long as they are eligible to serve based on the Council's current membership structure. The candidates for reappointment are:

- Dr. Cathleen McHugh (Office of the State Board of Education, Chief Research Officer) – Original appointment 2018
- Dr. Grace Anderson (Public postsecondary institution) – Original appointment 2019
- Tami Haft (Public postsecondary institution – registrar) – Original appointment 2011
- Scott Thomson (Rural school district) – Original appointment 2019
- Heather Luchte (Division of Career Technical Education) – Original appointment 2014

The seat representing an at-large school district became vacant due to the resignation of Marcia Grabow. The Data Management Council sought applications of individuals who would be willing to fill this role and considered those applications during a meeting in March.

IMPACT

Appointment of these individuals will result in all seats on the Data Management Council being filled.

ATTACHMENTS

Attachment 1 – Current Data Management Council Membership
Attachment 2 – Reappointments – Statements of Interest
Attachment 3 – Letter of interest from Dr. Spencer Barzee
Attachment 4 – Resume from Dr. Spencer Barzee

BOARD STAFF COMMENTS AND RECOMMENDATIONS

All individuals being considered for reappointment have been active members of the Council and have expressed an interest in continuing to serve. For the open seat, Board staff reached out to constituents to solicit applicants. Board staff emailed superintendents of public school districts and executive directors of charter schools and notified them of the opening. Board staff also reached out to

CONSENT
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individuals who had applied before for a school district seat. There were seven applications received:

- Spencer Barzee, West Side School District, Superintendent
- Jonathan Morse, Pathways in Education Charter School ,Accountability and Development Manager
- Shalene French, Caldwell School District, Superintendent
- Julie Best, Gem Innovation Charter Schools, Data and Implementation Manager
- Gwen Johnson, Kellogg School District, Assistant Technology Director and ISEE Coordinator
- Jeff Dodds, West Ada School District, Data Systems Administrator
- Stephen Gentile, Madison School District, Madison Jr. High, Assistant Principal

The Data Management Council met and voted to recommend Dr. Spencer Barzee to the Board for appointment on the Data Management Council.

BOARD ACTION

I move to approve the reappointment of Dr. Cathleen McHugh to the Data Management Council as a representative from the Office of the State Board of Education for a term commencing July 1, 2021 and ending June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Dr. Grace Anderson to the Data Management Council as a representative of a public postsecondary institution for a term commencing July 1, 2021 and ending June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Tami Haft to the Data Management Council as a representative of a public postsecondary institution registrar for a term commencing July 1, 2021 and ending June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Scott Thomson to the Data Management Council as a representative of a rural school district for a term commencing July 1, 2021 and ending June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
APRIL 21, 2021

I move to approve the reappointment of Heather Luchte to the Data Management Council as the representative from the Division of Career Technical Education for a term commencing July 1, 2021 and ending June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the appointment of Dr. Spencer Barzee to the Data Management Council as a representative of a public school district for a term commencing immediately and ending June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Data Management Council Membership

February 2021

Office of the Idaho State Board of Education

Dr. Cathleen McHugh

Chief Research Officer
Idaho State Board of Education
Member since 2018
Term: July 1, 2019 – June 30, 2021

Chris Campbell

Chief Technology Officer
Idaho State Board of Education
Member since 2015
Term: February 17, 2021 - June 30, 2023

Public Postsecondary Institutions

Four Year Institution

Dr. Grace Anderson

Director of Institutional Research
Lewis-Clark State College
Member since 2019
Term: July 1, 2019 – June 30, 2021

Dr. Leslie Odom

Associate Director for Reporting and Data Quality
Boise State University
Member since 2020
Term: August 26, 2020 – June 30, 2022

Community College

Chris Bragg

Associate Dean of Institutional Effectiveness
College of Southern Idaho
Member since 2020
Term: July 1, 2020 – June 30, 2022

Public Postsecondary Institution Registrar

Tami Haft

Registrar/Director of Admissions – Enrollment Services
North Idaho College
Member since 2011
Term: July 1, 2019 - June 30, 2021

State Department of Education

Kevin Whitman

Director for Assessment and Accountability
Idaho State Department of Education
Member since 2020
Term: August 26, 2020 – June 20, 2022

K-12 School Districts

Vacant Position (for either a rural or urban district representative)

Rural Districts

Scott Thomson

Executive Director
North Idaho STEM Charter Academy
Member since 2019
Term: July 1, 2019 -June 30, 2021

Urban District

Matthew Rauch

Database Manager
Kuna School District
Member since 2015
Term: July 1, 2020 -June 30, 2022

Division of Career Technical Education

Heather Luchte

Director, Performance Management
Division of Career Technical Education
Member since 2014
Term: July 1, 2019 - June 30, 2021

Department of Labor

Georgia Smith

Deputy Director of Communications, Research and Determination Services
Idaho Department of Labor
Member since 2014
Term: July 1, 2020 -June 30, 2022

At-Large Representative

Todd King

Education Data Systems Reporting Manager
Idaho State Board of Education
Member since 2013
Term: February 17, 2021 - June 30, 2023

Cathleen McHugh

From: Scott Thomson <sthomson@northidahostem.org>
Sent: Monday, February 15, 2021 10:15 AM
To: Cathleen McHugh
Subject: Re: DMC reappointment

Hi Cathleen, I would like to be reappointed. If you'll have me :-)

--

Scott Thomson
Executive Director
STEM Charter Academy
A Free K-12 Public School of Choice

Be optimistic, It costs the same!

Cathleen McHugh

From: Grace L. Anderson <glanderson@lcsc.edu>
Sent: Monday, February 15, 2021 5:41 PM
To: Cathleen McHugh
Subject: RE: DMC reappointment

Thank you, Cathleen. I am interested in being reappointed to another term at the DMC (if you'll have me).

Thanks,
Grace

Grace L. Anderson, Ph.D.
Director of Institutional Research & Effectiveness
Lewis-Clark State College
glanderson@lcsc.edu
208-792-2456



Cathleen McHugh

From: Heather Luchte <Heather.Luchte@cte.idaho.gov>
Sent: Tuesday, February 16, 2021 8:14 AM
To: Cathleen McHugh
Subject: RE: DMC reappointment

I'd like to continue, thanks!

From: [Tami Haft](#)
To: [Cathleen McHugh](#)
Subject: DMC
Date: Thursday, March 18, 2021 9:41:35 AM

Good morning Cathleen-

Following our discussion this morning, please forward my name for consideration to remain on the DMC as the Registrar representative for the 2021-23 term.

Thank you.

Tami L. Haft

Tami L. Haft
North Idaho College
Registrar and Director of Admissions
Phone: 208.769.7729
Email: tami_haft@nic.edu

College hours:

Monday – Thursday 7:30 am – 5 pm

Friday 7:30 am – 2:30 pm

Practicing physical distancing and wearing a face covering are required activities on campus. [#protectthenest](#)

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From: [Cathleen McHugh](#)
To: [Cathleen McHugh](#)
Subject: DMC reappointment
Date: Friday, March 19, 2021 2:13:19 PM
Attachments: [image001.png](#)

This is to confirm my interest in being reappointed to the Data Management Council.

Dr. Cathleen McHugh

Chief Research Officer

cathleen.mchugh@osbe.idaho.gov

Tel: (208) 332-1572



650 W. State St. #307

Boise, ID 83720-0037

(208) 332-1572

www.boardofed.idaho.gov



West Side School District #202
626 North Westside Hwy • P.O. Box 39 • Dayton, ID 83232

Spencer Barzee
Superintendent

February 16, 2021

Dear Data Management Council,

The intent of this letter is to express my interest to serve on the Data Management Council. I have served on and occasionally been the chair of committees for the Idaho State Board of Education as well as the Idaho State Department of Education. During these choice experiences, I have felt that my expertise was of great value to accomplishing the intended purpose and goals of the committees.

Throughout my career as a teacher and an administrator, data has always played an important role in my work. Recently, I completed my doctorate degree. My degree was focused on the academic impact of the four-day school week in Idaho. I have looked at academic data over a number of years in multiple subject areas as well as many subpopulations. Throughout this process I have come to understand intricate details centered around data management, privacy protection, and the appropriate use of data. I certainly have enjoyed the process of determining factors that may or may not have statistically influenced academic results and performance of rural Idaho school districts in a significant manner.

I recognize this council has very important work to accomplish as they oversee the Statewide Longitudinal Data System. I would be honored and delighted to be a part of it. Thanks for the consideration to serve on this most important committee.

Sincerely,

Spencer Barzee

A handwritten signature in black ink that reads "Spencer J. Barzee".

Superintendent, West Side School District

335 E. 2nd S.
Clifton, ID 83228
cell (208) 339-0845
sbarzee@westside202.com

Spencer Barzee

EDUCATION:

Doctor of Education in Educational Leadership (Ed.D.)

May 2020 Northwest Nazarene University Nampa Idaho

♦ GPA 3.84

Educational Specialist Degree (Ed.S., Superintendent Endorsement)

May 2010 University of Idaho Moscow, Idaho

♦ GPA 3.8

Masters Degree in Educational Leadership (M.Ed., Principal Endorsement)

August 2006 University of Idaho Moscow, Idaho

♦ GPA 3.9

Elementary Education Bachelors Degree (BS, Teaching Endorsement)

April 2003 BYU-Idaho Rexburg, Idaho

♦ GPA 3.6

♦ Successfully completed the Idaho State Comprehensive Literacy Assessments, the Idaho Technology Performance Assessment, and the Praxis II Series.

ADMINISTRATIVE EXPERIENCES:

West Side School District Superintendent

2013-Current West Side School District Dayton, Idaho

West Side School District Assistant Superintendent

2012-2013 West Side School District Dayton, Idaho

West Side High School Principal

2009-2012 West Side School District Dayton, Idaho

District Special Education Director

2006-2012 West Side School District Dayton, Idaho

High School Athletic Director

2009-2012 West Side School District Dayton, Idaho

Harold B. Lee Middle School Principal

2010-2011 West Side School District Dayton, Idaho

Harold B. Lee Elementary Principal

2006-2009 West Side School District Dayton, Idaho

COMMITTEE EXPERIENCES:

Accountability Oversight Committee (Board of Education)

2013-2016 (chairman for 2015-2016)

Idaho 5th District Athletic Association (5th District Superintendents Rep)

2012-2018

Students Come First Technology Task Force

2011-2012

TEACHING EXPERIENCES:

Student Council Advisor

2009-2013 West Side High School Dayton, Idaho

- ◆ Taught the student council students effective leadership skills and monitored student activities.

2003-2006 H.B. Lee Middle School Dayton, Idaho

- ◆ Taught a Language Arts curriculum which placed emphasis on teaching literacy skills to prepare the students for the Direct Writing Assessment and Idaho Standards Achievement Test.
- ◆ Taught 6th grade math and Pre-algebra to help students master basic mathematical concepts and prepare for the Idaho Standards Achievement Test.
- ◆ Taught fundamental technology concepts to introduce students to computer program systems such as Microsoft Word, Excel, PowerPoint, and the Internet.
- ◆ Taught health/physical education to emphasize the importance of a life-long healthy lifestyle.

Jan.-Feb 2010	Karin Moscon	Preston, Idaho
♦ Received instruction on the latest research on how children learn mathematics and how to effectively teach mathematics.		

2008-2010	Margo Healy & Joe Burris	Boise, Idaho
<ul style="list-style-type: none"> Received instruction in how to provide a learning environment focused on increasing the effectiveness to the Instructional Core at the building and district level. 		

2008 Boise, Idaho

♦ Learned how to incorporate effective mentoring strategies to maximize teacher potential.

Spring of 2006, 2011-2018 Brian K. Julian Boise, Idaho

- ♦ Reviewed common educational laws and court cases in the state of Idaho.

Spring 2006 Pocatello, Idaho

- ♦ Reviewed the components of effective remediation for mathematics programs.

Fall 2004-Fall 2005 Lee Wheeler Dayton, Idaho

◆ Learned how to implement and manage online curriculum.

Spring 2004 Idaho Falls, Idaho

335 E. 2nd S.
Clifton, ID 83228
cell (208) 339-0845
sbarzee@westside202.com

- ◆ Received instruction on how to incorporate hands-on writing strategies that help students proficiently write and actively engage in reading materials for improved comprehension.

ISIMS

- Summer 2004 Albertson's Foundation Kimberley, Idaho
- ◆ Trained in a computer program that served the purpose of providing schools with the most efficient and effective student information management and reporting system.
 - ◆ Served as a trainer to staff at West Side School District.

TOBI

- Summer 2003 Albertson's Foundation
Pocatello, Idaho
- ◆ Trained in instructional strategies that emphasized reading across the curriculum.

VOLUNTEER EXPERIENCE:

Scholastic Judge - Distinguished Young Women

- 2015-current Clifton, Idaho
- ◆ Evaluated the Academic Records of the participants in the Distinguished Young Women Program.

Scoutmaster

- 2006-2011 Clifton, Idaho
- ◆ Working with 12-13 year old young men to prepare them to be responsible adults by completing the Boy Scouts of America Program.

Assistant Scoutmaster

- 2005-2006 Clifton, Idaho
- ◆ Assisted the scoutmaster in working with 12-13 year old young men to prepare them to be responsible adults by completing the Boy Scouts of America Program.

Little League Wrestling Coach

- 2004-Current Harold B. Lee Elementary Dayton, Idaho
2000-2002 West Jefferson Terreton, Idaho
- ◆ Coached wrestling skills to 65 children with ages ranging from 5-13.

Missionary for Religious Organization

- 1998-2000 Religious Organization St. Louis, Missouri
- ◆ Taught people about basic religious beliefs, counseled and gathered statistical information from young adults in a religious organization, worked 60-80 hours a week.

CONSENT
APRIL 21, 2021

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Emergency Provisional Certificates Recommendations

REFERENCE

April 2020	Board approved twenty-four (24) provisional certificates for the 2019-20 school year.
June 2020	Board approved two (2) provisional certificates for the 2019-20 school year.
August 2020	Board approved one (1) provisional certificates for the 2020-21 school year.
December 2020	Board reviewed fifteen (15) provisional certificates for the 2020-21 school year. Fourteen (14) applications were approved and one (1) application was not approved.
February 2021	Board approved fifty-two (52) provisional certificates for the 2020-21 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 and 33-1203, Idaho Code

BACKGROUND/DISCUSSION

Thirteen (13) emergency provisional applications were received by the State Department of Education by January 7, 2021 from the school districts listed below. These applications were reviewed by the Professional Standards Commission Authorizations Committee on January 28, 2021. Due to timelines for State Board of Education agenda items to be submitted to the Office of the State Board of Education, the earliest regularly scheduled Board Meeting for consideration is the April 2021 meeting. Emergency provisional applications allow a district/charter 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. Historical Provisional status has been added to candidates that have received provisional approvals in prior years, as there is nothing in rule that prohibits multiple provisionals.

Another Choice Charter School #476

Applicant Name: Juana Lozano-Angel

Content & Grade Range: All Subjects K-8

Degree: BA, Interdisciplinary Studies/Elementary Education

Declared Emergency: January 7, 2021 Another Choice Charter School Board of Trustees declared an emergency exists for the 2020-21 school year.

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Summary of Recruitment Efforts: There were three candidates and three interviews. The school had an overload of new students this year, so Juana (Yessenia), who was a paraprofessional for the last three years, understands the programs. She has a degree for the base of Elementary Education.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Another Choice Charter School's request for Juana Lozano-Angel without reservation.

Bonneville Joint School District #93

Applicant Name: Lisa Wilmore

Content & Grade Range: School Counselor

Degree: MA, Counseling – Marriage, Couple and Family, 12/2016 and BA, Anthropology, 5/2012

Declared Emergency: October 14, 2020 Bonneville Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were five applicants and three interviews. The school district had a counselor leave two weeks into the school year due to a family situation.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Bonneville Joint School District's request for Lisa Wilmore without reservation.

Cassia County Joint School District #151

Applicant Name: Kristi Gerratt

Content & Grade Range: All Subjects K-8

Degree: 122 credits, enrolled in the Western Governors University for Elementary Education, but not in student teaching year

Declared Emergency: January 21, 2021 Cassia County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: She was a great fit for this position.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Cassia County Joint School District's request for Kristi Gerratt without reservation.

Coeur d'Alene School District #271

Applicant Name: Colton Orrino

Content & Grade Range: Natural Science 6-12

Degree: 126 credits, enrolled in the EWU for Natural Science, but not in student teaching year

Declared Emergency: December 7, 2020 Coeur d'Alene School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were three applicants and two interviews. One of the candidates was hired to fill another vacancy at the district.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Coeur d'Alene School District's request for Colton Orrino without reservation.

Gem Prep: Nampa Charter School #796

Applicant Name: Stefani Alvarado

Content & Grade Range: Mathematics 6-12

Degree: 98 credits, enrolled in the Western Governor's University program for Mathematics, but not in her student teaching year

Declared Emergency: October 15, 2020 Gem Prep: Nampa Charter School Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There was one applicant and one interview. Josh Hodges was hired during the summer of 2020 as a 7-10 grade math teacher at Gem Prep Nampa. Josh resigned a couple of weeks after the school year began. With the pandemic and an immediate need for a critical subject area, Stefani was identified as a viable option by the administration staff at Gem Prep Nampa to be a replacement for Josh. She currently has a year left before she graduates from Western Governor's University with a bachelor's degree in mathematics education.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Gem Prep: Nampa Charter School's request for Stefani Alvarado without reservation.

Lakeland Joint School District #272

Applicant Name: Maggie Mayernik

Content & Grade Range: CTE – Family and Consumer Science 6-12

Degree: BS, Operational Management, 5/2016

Declared Emergency: October 27, 2020 Lakeland Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were three applicants and three interviews. This position had been open since the beginning of the year. The school offered the position to someone else and she declined. Maggie was then offered the position.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Lakeland Joint School District's request for Maggie Mayernik without reservation.

Monticello Montessori Charter School #474

Applicant Name: John Adams

Content & Grade Range: All Subjects K-8

Degree: Doctor of Jurisprudence, 5/2019 and AA, Visual Art, 2/2007

Declared Emergency: October 15, 2020 Monticello Montessori Charter School Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were two applicants and two interviews. The contracted teacher for this position asked to be released due to family concerns with an infant needing more parental care. The board released the contracted teacher pending finding a suitable replacement. No certificated teacher applied for this opening. This candidate has the highest education of the applicants.

CONSENT
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PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Monticello Montessori Charter School's request for John Adams without reservation.

Mountain View School District #244

Applicant Name: Adrian Wilkins

Content & Grade Range: All Subjects K-8

Degree: AA, Early Childhood Development, 12/2018

Declared Emergency: October 19, 2020 Mountain View School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were three applicants and one interview. The other two applicants did not finish the application process. The original Kindergarten teacher resigned the position two days before school started. Ms. Wilkins substituted in the class before her official hiring. She got to know the students and had a great rapport with them. She holds an Associate's degree in Early Childhood Development which coincides well with Kindergarten students and teaching.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Mountain View School District's request for Adrian Wilkins without reservation.

Pocatello/Chubbuck School District #25

Applicant Name: Tyler Cooper

Content & Grade Range: All Subjects K-8

Certified: Social Studies 6-12 and History 6-12

Declared Emergency: December 15, 2020 Pocatello/Chubbuck School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were no applicants. Tyler Cooper has been a long-term sub for a 1st grade online class since September 10, 2020 for a teacher who has cancer. The teacher became terminal and turned in her resignation. Tyler was willing to take on this online position for the district, which has taken considerable professional development as District #25 has navigated teaching online classrooms. This class had two teachers before September 10th who were unable to finish the long-term assignment. This was hard on the learners and families.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Pocatello/Chubbuck School District's request for Tyler Cooper without reservation.

Potlatch School District #285

Applicant Name: Tyler Petty

Content & Grade Range: English 6-12

Degree: BA, Finance and Accounting, 5/2011

Declared Emergency: October 14, 2020 Potlatch School District Board of Trustees declared an emergency exists for the 2020-21 school year.

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Summary of Recruitment Efforts: There was one candidate and one interview. An emergency was declared when the former secondary English teacher requested out of his 2020-21 contract on August 19th. Due to the school reentry and scheduling protocols, the uncertainty of the COVID-19 virus in the region, and his susceptibility to the virus and other medical issues, he felt that he could no longer continue teaching.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Potlatch School District's request for Tyler Perry without reservation.

Preston School District #201

Applicant Name: Katherine Troumbley

Content & Grade Range: All Subjects K-8

Degree: BA, University Studies, 12/2016

Declared Emergency: July 13, 2020 Preston School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were seven candidates and five interviews. On April 22nd, a part-time kindergarten teacher in the district resigned. The job was posted upon acceptance of the resignation, but there were very few applicants. The position was left open until the end of June. Four of the seven applicants were certified. All four were interviewed and turned down the position. Katie was offered the position and she accepted. She understood the responsibility of completing the ABCTE process. The candidate did not qualify on the Uniform Standard for Evaluating Content Competency and had not passed any assessments within the ABCTE program. We thought she would be able to pass an assessment and qualify for the Alt Auth - Content Specialist, but COVID delayed the process.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Preston School District's request for Katherine Troumbley without reservation.

Thomas Jefferson Charter School #559

Applicant Name: Christian Shafer

Content & Grade Range: Chemistry 6-12 and Natural Science 6-12

Degree: 120 credits

Declared Emergency: September 4, 2020 Thomas Jefferson Charter School Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There was one applicant and one interview. Thomas Jefferson Charter School had a properly endorsed teacher under contract for the 2020-21 academic year. The teacher resigned on Friday, September 4, 2020 due to fears related to contracting coronavirus. The first day of school was August 19, 2020.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends Thomas Jefferson Charter School's request for Christian Shafer without reservation.

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White Pine Charter School #464

Applicant Name: Tammie Smith

Content & Grade Range: All Subjects K-8 and Physical Education K-12

Degree: 88 credits

Declared Emergency: September 1, 2020 White Pine Charter School Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were two applicants and two interviews. A teacher choose to resign due to health reasons on August 25. The first day of school was September 8th. Tammie applied for another vacancy in the school ditrict and was requested to interview for this position. The other teacher had the right credentials with poor job performance reviews from previous employers. Tammie had a great recommendation from her previous employer. The team decided Tammie was a good fit as she had taught elective classes like PE. Tammie is enrolled in Western Governor's Univeristy and is scheduled to complete her student teaching Fall 2021.

PSC Review: The Professional Standards Commission Authorizations Committee met January 28, 2021. The committee recommends White Pine Charter School's request for Tammie Smith without reservation.

IMPACT

If an emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position as required by Idaho Code § 33-1201 and funding could be impacted.

BOARD 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 accredited college training; except in "the limited fields of trades and industries, and specialists certificates of school librarians and school nurses,...emergencies, which must be declared, the state board may authorize the issuance of provisional certificates based on not less than two (2) years of college training."

Section 33-512(15), 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 use a long-term substitute prior to requesting provisional certification for the individual. In some cases, the individual that the school district is requesting emergency certification for has been in the classroom as a long-term substitute for the entire term. Salary Based Apportionment is calculated based on school district employee certification. A school district or charter school receives a lesser apportionment for non-

CONSENT
APRIL 21, 2021

certificated/classified staff than it receives for certificated staff. Substitute teachers are calculated at the lesser-classified staff rate.

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission and to issue one-year emergency provisional certificates for Juana Lozano-Angel, Lisa Wilmore, Kristi Gerratt, Colton Orrino, Stefani Alvarado, Maggie Mayernik, John Adams, Adrian Wilkins, Tyler Cooper, Tyler Petty, Katherine Troumbley, Christian Shafer and Tammi Smith to teach the content area and grade ranges at the specified school districts and charter schools as provided herein for the 2020-21 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
APRIL 21, 2021

SUBJECT

Northwest Nazarene University-Master in Social Work, School Social Worker

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section 33-114, 33-1254, and 33-1258, Idaho Code

Idaho Administrative Code, IDAPA 08.02.02, Section 100 - Official Vehicle for the Approval of Teacher Preparation Programs

BACKGROUND/DISCUSSION

In 2020, the State Department of Education (Department) received notice from Northwest Nazarene University, a private, traditional educator preparation program, that its Master in Social Work program had received national accreditation from the Council on Social Work Education (CSWE) through June 2025 (Attachment 1).

The preparation standards for School Social Worker, incorporated by reference in the Idaho Standards for Initial Certification of Professional School Personnel (IDAPA 08.02.02), are based on CSWE standards. Because the Professional Standards Commission recognizes the Idaho standards for School Social Worker are met through CSWE accreditation, no additional review of the program by the Professional Standards Commission (PSC) was conducted. Lisa Colon Durham, the Department's Director of Certification and Professional Standards, is requesting approval of the Master in Social Work program for School Social Workers as an approved School Social Worker certification program. With the Board's approval, the Master in Social Work program leading to certification as a School Social Worker will be added to the Department's list of approved teacher education programs.

IMPACT

Northwest Nazarene University's Master in Social Work program leading to certification as a School Social Worker will be added to the list of the Department's approved teacher education programs.

ATTACHMENTS

Attachment 1 – NNU Letters from CSWE

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-114, Idaho Code, the review and approval of all teacher preparation programs in the state is vested in the State Board of Education. The program reviews are conducted for the Board through the PSC. Recommendations are then brought forward to the Board for consideration. The review process is designed to ensure the programs are meeting the Board-approved standards for Initial Certification of Professional School Personnel (Certification Standards) for the applicable program areas. Certification Standards are designed to ensure that educators are prepared to teach the state content

CONSENT
APRIL 21, 2021

standards for their applicable subject areas and are up-to-date on best practices in various teaching methodologies.

Current practice is for the PSC to review new programs and make recommendations to the Board regarding program approval. New program reviews are conducted through a "Desk Review" and do not include an on-site review. The PSC review process evaluates whether or not the programs meet or will meet the approved Certification Standards for the applicable certificate and endorsement area. The PSC may recommend to the Board that a program be "Approved," "Not Approved," or "Conditionally Approved." Programs conditionally approved are required to have a subsequent focus visit. The focus visit is scheduled three years following the conditional approval, at which time the PSC forwards a new recommendation to the Board regarding approval status of the program. In this case, the standard review practice was not completed. Program accreditation is being used in lieu of the PSC review and recommendation.

The 2020 legislature approved amendments to Section 33-1207A, Idaho Code, limiting the evaluation and review of non-public educator preparation programs to verification that candidates:

- (i) Hold a bachelor's degree from an accredited four (4) year institution;
- (ii) Submit to a criminal history check as described in section 33-130, Idaho Code;
- (iii) Pass the required content training in the area or areas in which the graduate seeks to be endorsed. The content training must be in substantive alignment with knowledge or equivalent standards set forth in the initial standards for teacher certification, if any; and
- (iv) Pass pedagogical training in substantive alignment with knowledge or equivalent standards set forth in the core standards of the initial standards for teacher certification, if any.

Once approved by the Board, candidates completing this program will be able to apply for a Standard Pupil Service Certificate with a School Social Worker endorsement.

BOARD ACTION

I move to accept the recommendation of the Department of Education to approve Northwest Nazarene University's Master in Social Work program as an approved educator preparation program leading to certification as a School Social Worker.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



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St. Thomas Collaborative

July 10, 2017

Joel K. Persall, JD
President
Northwest Nazarene University
Office of the President
623 S. University Blvd.
Nampa, ID 83686

Dear President Persall:

At its June 2017 meeting, the Commission on Accreditation (COA) reviewed the *Reaffirmation* application for the master's social work program. The COA voted to reaffirm the program's accreditation for 8 years, ending in June 2025, with a *Progress Report* to be reviewed by the accreditation specialist.

In taking this action, the Commission identified the following areas of concern:

Accreditation Standard 3.1.8: *The program submits its policies and procedures for terminating a student's enrollment in the social work program for reasons of academic and professional performance. The program describes how it informs students of these policies and procedures.*

The program submitted its policies and procedures for terminating a student's enrollment in the social work program for reasons of academic performance. However, the program did not provide its policy for professional performance.

The program is asked to provide its policy for professional performance.

Accreditation Standard 4.0.5: *For each program option, the program provides its plan and summary data for the assessment of the implicit curriculum as defined in EP 4.0 from program defined stakeholders. The program discusses implications for program renewal and specific changes it has made based on these assessment outcomes.*

The program provided its plan and summary data for the assessment of the implicit curriculum as defined in **EP 4.0** from program defined stakeholders. The program discussed implications for program renewal and specific changes it has made based on these assessment outcomes. However, the summary data used for assessment of the implicit curriculum from program defined stakeholders, and its implications for program renewal and specific changes it has made based on these assessment outcomes is not separated by program option.

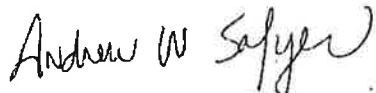
Joel K. Persall, JD, President
Northwest Nazarene University
July 10, 2017
Page 2 of 2

The program is asked to provide summary data used for assessment of the implicit curriculum from program defined stakeholders, and its implications for program renewal and specific changes it has made based on these assessment outcomes by program option.

Submit three (3) copies of the *Progress Report* no later than April 1, 2018 for review during the June 2018 Commission on Accreditation meeting.

Please be in touch with Dr. Dana K. Harmon, Accreditation Specialist in the Department of Social Work Accreditation, if there are any questions about this letter or the procedures and actions of the Commission on Accreditation.

Sincerely,

A handwritten signature in cursive script that reads "Andrew W. Safyer".

Andrew W. Safyer, PhD, MSW
Chair, Commission on Accreditation

AWS/dkh

Cc: Lawanna Lancaster, LMSW, PhD
Chair, Department of Social Work



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July 9, 2018

Joel K. Persall, JD
President
Northwest Nazarene University
Office of the President
623 S. University Blvd.
Nampa, ID 83686

Dear President Persall:

At its June 2018 meeting, the Commission on Accreditation (COA) reviewed the *Progress Report* for the master's social work program. The COA decided to accept the report.

Please be in touch with Anna R. Holster, Accreditation Specialist in the Department of Social Work Accreditation, if there are any questions about this letter or the procedures and actions of the Commission on Accreditation.

Sincerely,

Andrew W. Safyer, PhD, MSW
Chair, Commission on Accreditation

AWS/dkh

Cc: Lawanna Lancaster, MSW, PhD
Chair, Department of Social Work