

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021**

TAB	DESCRIPTION	ACTION
1	FY 2023 BUDGET REQUEST	Action Item
2	FY 2023 CAPITAL BUDGET REQUESTS AND SIX YEAR CAPITAL PLANS	Action Item
3	INTERCOLLEGIATE ATHLETIC REPORTS NCAA Academic Progress Rate (APR) Scores	Information Item
4	APPOINTMENT OF IDAHO PUBLIC TELEVISION GENERAL MANAGER	Action Item
5	SYSTEM OPTIMIZATION UPDATE—FALCON HIGH PERFORMANCE COMPUTER	Information Item
6	STUDENT FEE UPDATE	Information Item
7	IDAHO STATE UNIVERSITY HOLT Arena Seating Project – Construction and Financing	Action Item
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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

TAB	DESCRIPTION	ACTION
10	UNIVERSITY OF IDAHO Huron Contract	Action Item
11	UNIVERSITY OF IDAHO Ellucian Renewal Agreement	Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY2023 Line Item Budget Requests

REFERENCE

April 2021

Directed the college and universities to limit Fiscal Year 2023 budget line items requests to up to two (2) line items in priority order, the total value of which shall not exceed five percent (5%) of an institution's FY2022 total General Fund appropriation. Requests for occupancy costs for eligible space and faculty promotions will not count towards the two line item limit or the 5% cap.

APPLICABLE STATUTE, RULE, OR POLICY

Title 67, Chapter 35, Idaho Code

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

BACKGROUND/ DISCUSSION

At the April meeting, the Board was informed that the Division of Financial Management (DFM) provided guidance for agencies to operate as they did prior to the COVID-19 pandemic, and the Board directed the college and universities to limit their requests to up to two line items that do not exceed 5% of the institution's FY2022 general fund appropriation.

Subsequently, DFM issued the following guidelines to institutions and agencies: to align ongoing expenses with ongoing revenue, each agency supported by General Fund must prepare its FY 2023 budget with a total General Fund request not to exceed its FY 2022 original ongoing General Fund appropriation by an amount more than 3.1%. This 3.1% growth factor is inclusive of all Maintenance Items such as Enrollment Workload Adjustment, 1% CEC, replacement capital and inflation.

Following Board approval, the budget requests will be submitted to the Legislative Services Office (LSO) and Division of Financial Management (DFM) by September 1, 2021.

IMPACT

The approved Line Items will be included with the FY2023 budget requests and submitted to DFM and LSO for consideration by the Governor for his FY2023 Budget recommendations and by the Joint-Finance Appropriations Committee for funding.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

ATTACHMENTS

Attachment 1 - Line Items Summary
Attachment 2 - Occupancy Costs
Attachment 3 - 36: Individual Line Items

STAFF COMMENTS AND RECOMMENDATIONS

Each proposed line item set forth has been discussed in consultation with the Division of Financial Management and meets the specific criteria set forth in the June 3, 2021 memo from DFM.

Attachment 1 shows the line items for each institution and agency. It also displays the FY 2022 General Fund Appropriation and the total request for line items. Staff did not provide a percentage of the line items to General Fund in order to compare to the 3.1% limit because the full amount of general fund requests (i.e. replacement capital, inflation, etc.) is unknown at this time.

Board staff acknowledge the very difficult work that has been done at each of the agencies and institutions in preparing these budget line item requests. Staff recommends approval.

BOARD ACTION

I move to approve the Line Items for the agencies and institutions as listed in Attachments 1 and 2, and to authorize the Executive Director to approve the maintenance of current operations and Line Item budget requests for agencies and institutions due to the Division of Financial Management and Legislative Services Office on September 1, 2021.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE BOARD OF EDUCATION
FY 2023 Line Items - College and Universities

By Institution/Agency		Attachment	FY 2022 Total General Fund Appropriation	Priority	Institution Specific Initiatives	Total
1	System-wide Needs		\$ 6,242,700			\$ (163,900)
2	Dual Enrollment	3		1	175,000	
3	Chief Audit Executive - reallocate to OSBE	4 see ATT 34		2	(185,700)	
4	Risk Manager - reallocate to OSBE	5 see ATT 35		3	(153,200)	
5	Boise State University		109,688,200			2,546,500
6	Community Impact Program	6		1	1,804,600	
7	Career Readiness	7		2	497,600	
8	Occupancy Costs	2		3	244,300	
9	Idaho State University		83,592,000			1,200,300
10	High-Demand Workforce Initiatives	8		1	773,100	0
11	Student Retention and Completions	9		2	420,700	0
12	Occupancy Costs	2		3	6,500	0
13	University of Idaho		95,125,900			2,910,300
14	Occupancy Costs	2		1	593,900	0
15	Digital Learning	10		2	2,047,800	0
16	McClure Center	11		3	268,600	0
17	Law Center transfer rent from Supreme Court	12		4		0
18	Lewis-Clark State College		18,460,400			640,900
19	Adult/Non-traditional Learners	13		1	326,400	0
19	Compliance and Safety	14		2	159,700	0
20	Occupancy Costs	2		3	154,800	0
			<u>\$ 313,109,200</u>		<u>\$ 7,134,100</u>	<u>\$ 7,134,100</u>
21						
22	Percentage of FY22 Appropriation excluding		2.1%			
23	Occupancy Costs					

STATE BOARD OF EDUCATION
FY 2023 Line Items - Community Colleges and Agencies

Priority	By Institution/Agency	FY 2022 General Fund Appropriation	Attachment	Priority	FY 2023 Request	Comments
1	Career Technical Education	68,382,500			2,091,000	
2	State Leadership & Technical Asst.	2,147,900			0	No Line Items
3	Secondary and General Programs	15,154,100			1,071,000	
4	Program Added-Cost Maintenance		15	1	709,600	
5	Idaho Quality Program Standards Grant Expansion		16	2	57,000	
6	Program Quality Support		17	3	111,200	
7	Program Quality Initiative Growth		19	5	193,200	
8	Post-secondary Programs	46,743,800			1,020,000	
9	Postsecondary Operating Support		18'	4	1,020,000	
10	Dedicated Programs	1,499,300			0	No Line Items
11	Related Services	2,837,400			0	No Line Items
12	Community Colleges	50,760,400			1,491,900	
13	College of Eastern Idaho	5,317,600			168,400	
14	Faculty - Math and Engineering		20	1	84,200	
15	Faculty - Biological Sciences		21	1	84,200	
16	College of Southern Idaho	15,293,500			400,400	
17	Bridge to Success Expansion		22	1	140,500	
18	Innovation in Delivery		23	2	135,000	
19	Cybersecurity Specialist		24	3	124,900	
20	College of Western Idaho	17,178,700			593,700	
21	Student Retention		25	1	377,200	
22	Enhanced Enrollment		26	2	216,500	
23	North Idaho College	12,970,600			329,400	
24	Occupancy Costs		2	1	329,400	

STATE BOARD OF EDUCATION
FY 2023 Line Items - Community Colleges and Agencies

Priority	By Institution/Agency	FY 2022 General Fund Appropriation	Attachment	Priority	FY 2023 Request	Comments
25	Agricultural Research/Extension	32,695,100			351,900	
26	CAFE Support & 4-H STEM Education		27	1	351,900	
27	Occupancy Costs		2	2	0	
28	Health Education Programs	22,329,000			729,400	
29	WIMU Veterinary Education	2,158,800			No Line Items	
30	WWAMI Medical Education	6,879,400			No Line Items	
31	IDEP	1,760,500			No Line Items	
32	Univ. of Utah Med. Ed.	2,446,600	28	1	156,300	3 new psychiatry residents at \$52.1k
33	Family Medicine Residencies	6,023,700			260,500	
34	Idaho State University FMR	2,273,700	28	1	52,100	1 new RTT Rexburg resident at \$52.1k
35	Family Medicine Residency of Idaho (Boise)	3,010,000			104,200	
36			28	1	52,100	Boise Family Resident at \$52.1k
37			28	2	52,100	Addiction Medicine Fellowship at \$52.1k
38	Kootenai Health FMR	740,000			104,200	
39			28	1	52,100	CDL Family Medicine Resident at \$52.1k
40			28	2	52,100	FM/Behavioral Health Fellowship at \$52.1k
41	Boise Internal Medicine Residency	895,000			0	No Line Items
42	Eastern Idaho Regional Medical Center	2,165,000	28	1	312,600	Add 6 new Family Medicine residents at \$52.1k
43	Special Programs	26,516,700			44,000	
44	Forest Utilization Research	1,447,700			No Line Items	
45	Geological Survey	1,128,300	29	1	28,000	Operating Expense Support
46	Scholarships and Grants	22,234,000			No Line Items	
47	Museum of Natural History	637,200			No Line Items	
48	Small Bus. Development Centers	698,000	30	1	16,000	Business Development
49	TechHelp	371,500			No Line Items	
50	State Board of Education	8,084,500			459,600	
51	Office of the State Board of Education	5,208,100				
52	Software Engineer III		31	1	44,000	
53	Project Coordinator		32	2	76,700	
54	Chief Audit Executive		33	3	185,700	Reallocate funds from Systemwide Needs
55	Systemwide Risk Manager		34	4	153,200	Reallocate funds from Systemwide Needs
56	IT and Data Management	2,876,400				
57	Office of School Safety and Security	254,200				
58	Public Charter Commission	174,100			0	
59					No Line Items	

STATE BOARD OF EDUCATION
FY 2023 Line Items - Community Colleges and Agencies

Priority	By Institution/Agency	FY 2022 General Fund Appropriation	Attachment	Priority	FY 2023 Request	Comments
60	Idaho Public Television	2,719,200			0	
61	Increase in Spending Authority		35	1		\$900,000 increase in Dedicated Funds
62						
63	Vocational Rehabilitation	8,202,200			188,000	
64	Vocational Rehabilitation	4,216,300				
65	Extended Employment Services	3,595,800				
66	Council for the Deaf/Hard of Hearing	390,100			94,000	
67	Deaf and HH Program Specialist		36	1	94,000	
68	Total	\$ 219,689,600			\$ 5,355,800	

STATE BOARD OF EDUCATION
FY 2023 Budget Request
Colleges & Universities
Calculation of Occupancy Costs

		Projected Date of Occupancy	% of Use for Non-Aux. Education	Gross Sq Footage	Non-Aux. Sq Footage	(1) FTE	(2) Custodial Costs Sal & Ben	Supplies	Total	(3) Utility Estimate	(4) Maintenance Costs Repl Value		Cost@1.5%	(5) Other	Total Occ Cost	% qtrs used in FY23	Revised FY23
1	Institution/Project																
2																	
3	BOISE STATE UNIVERSITY																
4	University Plaza	April-20	33%	95,558	31,241	1.20	47,200	3,100	50,300	54,700	22,309,008	109,400		29,900	244,300	100%	244,300
5																	
6	IDAHO STATE UNIVERSITY																
7	Remodel Arts & Letters - Frazier Hall	August-20	100%	150	150	0.01	400	0	400	300	18,000	300		100	1,100	100%	1,100
8	Davis Field Outbuildings	November-20	100%	1,152	1,152	0.04	1,600	100	1,700	2,000	50,000	800		900	5,400	100%	5,400
9						0.05	2,000	100	2,100	2,300		1,100		1,000	6,500		6,500
10	UNIVERSITY OF IDAHO																
11	ICCU Arena	September-21	20%	67,130	13,426	0.52	20,600	1,300	21,900	23,500	51,000,000	153,000		18,500	216,900	100%	216,900
12	Idaho Water Center	January-19	45%	225,227	101,352	3.90	154,100	10,100	164,200	177,400	77,822,149	525,300		106,100	973,000	100%	973,000
13	Less previous allocations																(596,000)
14						4.42	174,700	11,400	186,100	200,900		678,300		124,600	1,189,900		593,900
15	AG RESEARCH & EXTENSION																
16						0.00	0	0	0	0		0		0	0		-
17						0.00	0	0	0	0		0		0	0		0
18																	
19	LEWIS-CLARK STATE COLLEGE																
20	Schweitzer Career & Technical Education Building	January-21	100%	86,169	86,169	3.31	130,400	8,600	139,000	150,800	16,307,207	244,600		79,400	613,800	100%	613,800
21	Less FY21 allocation					-1.66	-65,000	-4,300	-69,300	-75,400		-122,300		(39,700)	-306,700	100%	(306,700)
22	Less funding to account for 3.1% General fund request allowance					-1.15	-40,600	-4,300	-44,900	-75,400		-32,000			-152,300	100%	(152,300)
23						0.50	24,800	0	24,800	0	16,307,207	90,300		39,700	154,800		154,800
24																	
25	NORTH IDAHO COLLEGE																
26	North Idaho Collaborative Education Building	June-19	100%	29,000	29,000	1.12	43,400	2,900	46,300	50,800	7,502,600	112,500		28,300	237,900	100%	237,900
27	Less FY21 allocation					-0.56	-20,200	-1,400	-21,600	-25,400		-56,250		(14,150)	-117,400	100%	(117,400)
28	Meyer Health & Sciences Expansion	July-22	100%	20,138	20,138	0.77	29,800	2,000	31,800	35,200	8,000,000	120,000		21,900	208,900	100%	208,900
29						1.33	53,000	3,500	56,500	60,600		176,250		36,050	329,400		329,400
30	* Purchase of building did not proceed; returns funding allocated in FY20																
31	** Preliminary notification to DFM and LSO to be provided upon project construction authorization																
32																	
33	(1) FTE for the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.									(3)	Annual utility costs will be projected at \$1.75 per sq ft						
34	(2) Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.									(4)	Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.						
35	Benefit rates as stated in the annual Budget Development Manual; workers comp rates reflect institution's rate for custodial category																
36	Salary	CU: \$22,766.10			CC: \$21,682.00												
37										(5)	Other:						
38											IT Maintenance						
39											1.5000 GSF						
40											Security						
41											0.2200 GSF						
42											General Safety						
43											0.0900 GSF						
44											Research & Scientific Safety Costs						
45											0.5000 GSF						
46	Benefits										Total						
47	FICA										2.3100						
48	SSDI salary to \$110,100	6.2000% x salary									Too High - Used 1/3						
49	SSHI	1.4500% x salary									0.7700 GSF						
50	Unemployment Insurance	0.0000% x salary									Landscape Greenscape						
51	Life Insurance	0.7210% x salary									0.0003 CRV						
52	Retirement: PERSI	11.9400% x salary									Insurance Costs						
53	Workmans Comp	x salary									Total						
54	Sick Leave	0.0000% x salary									0.00080 CRV						
55	Human Resources																
		20.3110%		per position		21.5010%	20.9210%	22.4310%	21.8545%	25.1210%	24.8110%			24.6610%			
	Health Insurance	\$11,650.00															
	Supplies	0.10															

AGENCY: College and Universities

Agency No.: 513

FY 2023 Request

FUNCTION: Systemwide Needs

Function No.: 05

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Dual Enrollment			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Stipends	\$175,500				\$175,500
TOTAL OPERATING EXPENDITURES:	\$175,500				\$175,500
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$175,500				\$175,500

Request Narrative

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

The request is for stipends to be supported by the general fund for 60 teachers taking 6 graduate level credits annually.

The rapid growth in students taking part in the State of Idaho's dual enrollment (DE) Advanced Opportunities (AO) has led to a situation in which the State has a need for qualified DE teachers. This, in turn, has had several impacts on DE offerings in the State. In some schools, for instance, administrators have had to resort to increasing the cap on particular courses, resulting in overcrowding,

compromised instruction, and, at times, misalignment with state board and NACEP¹ standards. In other situations, school administrators have felt compelled to assign DE courses to teachers with limited, and in some cases questionable, credentials in a particular subject area and potentially and unintentionally misleading students about their readiness for college or other post-secondary programming.

Recognizing the barrier this situation presents in providing Idaho's high school students with quality DE opportunities, both BSU and ISU established their own in-house tuition waiver programs that make it possible for practicing teachers to earn the required knowledge and skills needed at the graduate level (or other certification) to teach in a particular subject area. In return, the teachers are allowed to start teaching in their subject of study for their high schools in a manner similar to how post-secondary institutions (PSI) traditionally manage graduate teaching assistantships, as long as: 1) they have met all department requirements; 2) they are continuing to make adequate progress toward degree or certificate completion; and 3) their teaching is determined to be satisfactory according to department guidelines. All parties benefit from these programs. Qualifying teachers can earn their credentials at limited (to no) cost in a time frame that is manageable to them given their heavy PSI teaching loads.

For students, these programs provide increased access not only to instruction in certain areas but in *quality* instruction in these areas. Finally, these programs build stronger relations between high schools and PSIs. In many cases, this levels the playing field for DE seeking students in rural communities and in disciplines that might not otherwise be accessible to them. Given the considerable level of success and numerous benefits of these programs, the PLC recommends the establishment and implementation of a State-level program that formalizes and replaces current PSI-level programs. Given the considerable amount of revenue already dedicated to the State's DE program, teacher training scholarships have the potential for considerable return on investment as described in item 6.

¹NACEP, an acronym for National Alliance of Concurrent Enrollment Partnerships, is the national accrediting agency for DE programs. State board guidelines are consistent with NACEP accreditation standards.

2. Indicate the specific source of authority, whether in statute or rule, that supports this request.

In 2014, the State of Idaho approved legislation that resulted in the release of millions of dollars in funding to increase access to Dual Enrollment (DE) opportunities to high school students across the State. The Advance Opportunities program has proven successful in increasing access to higher education opportunities in high schools; at the conclusion of the 2014 AY, 33% of high school graduates had earned any DE credits, a number that increased to 58% in 2020

graduates. This, in turn, has allowed students to shorten their time to degree after matriculating to post-secondary institutions (PSIs).

3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?

Consistent with the desire for greater state-wide coordination, applications from teachers interested in the teacher training scholarship program would be submitted to the board office for consideration regardless of the institution for which the high school teacher is interested in teaching (i.e., state institution and/or community college) and the institution for which the teacher is seeking the desired instructional credential.

This support for 60 teachers taking 6 graduate level credits annually would be exclusively in operating expenses and would not require additional staffing or and new equipment.

4. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service.

No new positions required.

b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position.

Participating post-secondary institutions will need to provide greater liaison oversight and mentoring of teachers who are working towards certification. Liaisons are compensated by their institutions. Dual enrollment offices across the state will also assist in teacher placement in the appropriate graduate and/training program. This will be an extension of what dual enrollment coordinators/directors already do as part of the teacher certification processes at their institutions.

c. List any additional operating funds and capital items needed and note onetime versus ongoing costs

This is all ongoing need exclusively from the general fund.

d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the cost estimates.)

The expenditures for these scholarships are calculated under OE, and based on current program costs.

5. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example,

whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.

The Presidents' Leadership Council (PLC) representing the eight public institutions in Idaho agreed with a state-wide working group that it would be highly advantageous to all parties if the state established a dual enrollment (DE) teacher scholarship program for secondary education teachers seeking to become DE teachers in a particular content area. ISU is currently piloting such a program, and BSU has had a similar program in place for several years in an effort to build DE STEM instructional capacity. After carefully reviewing the strengths and limitations of both programs, it seemed that a program embracing the benefits of both programs could be scalable to the state level. The proposed program works by providing teachers with a \$3,000 teacher training scholarship annually (as long as the teacher meeting the continuing criteria of the program) paid directly to the institution where instruction is being provided, and the teacher will receive compensation from the sponsoring institution as would any DE enrollment teacher. This training is designed to lead to either an advance degree or certification in a particular content area ensuring that teachers are meeting the expectations of dual credit programs as specified in board policy and accepted by accrediting organizations (e.g., NACEP). The program is based on current graduate-level training models where it is typical to allow students, in this case teachers, to teach DE courses in the content area prior to receiving their advance degree (or other certification), as long as they are making adequate progress to completion. Though different models could obviously be developed, the proposed model stipulates that the teachers need to earn no fewer than six graduate-level credits per year in order to continue to receive the teaching scholarship. Additionally, the sponsoring institution will need to provide more regular and in-depth mentorship and instructional observations to ensure students are receiving instruction that is in line with what one would expect in university-level/college/technical courses.

Implementing such a system would provide numerous advantages to our students, our teachers, and the state. First of all, it could drastically improve the qualifications of our high school teachers in general, which in turn would provide the students with richer and more diverse DE opportunities (with all, this implies for time to degree and go-on rates at the post-secondary level). In addition, it would encourage the DE teachers to improve their employability, as well as increasing their level of compensation. Finally, it provides high school students across the state, including in rural areas, training opportunities that are key to building an adaptable workforce.

- 6. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?**

The anticipated expense of this program as outlined and based upon average cost of 6 graduate credits per year for each participating teacher is \$175, 426.20. (See attached document.) The average cost for 6 credits across state institutions is just under \$3,000 per/year/teacher. This would be an ongoing request. It will provide educational opportunities for up to 60 teachers per year across all institutions in an effort to enhance delivery and access to DE opportunities for high school students. As noted by the PLC working group, the ROI on this request where participating teachers provide DE instruction to approximately 40 students a year would result in 7,200 more students served in rural and underserved communities and in disciplines that meet the training needs of the state.

7. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The increased opportunities available to high school students in the State of Idaho to earn DE credits via Advanced Opportunities funding has been a very positive development. However, a byproduct of the extremely rapid development has been a number of issues that ultimately limit the efficiency and efficacy of the program—including a teacher shorter and limited number of qualified DE high school teachers. By addressing these limitations, the state will be able to solidify a program that not only maximizes opportunities for our students, but also serves the needs of our constituents.

AGENCY: Colleges and Universities

FUNCTION: Boise State University

ACTIVITY:

Agency No.: 510

Function No.: 02

Activity No.:

FY 2023 Request

Page ____ of ____ Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01	Title: Community Impact Program			Priority Ranking of	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	12.00				12.0
PERSONNEL COSTS:					
1. Salaries	\$592,000				\$592,000
2. Benefits	\$261,600				\$261,600
3. Group Position Funding	\$51,700				\$51,700
TOTAL PERSONNEL COSTS:	\$905,300				\$905,300
OPERATING EXPENDITURES by summary object:					
1. Travel	\$27,000				\$27,000
2. Operating	\$872,300				\$872,300
TOTAL OPERATING EXPENDITURES:	\$899,300				\$899,300
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,804,600				\$1,804,600

Request Narrative

1. Explain the request and provide justification for the need.

This request significantly expands the existing Community Impact Program (CIP) at Boise State University. Launched in Fall 2020, CIP provides specialized educational programming and student support in three hub communities: McCall (West-Central Mountains Region), Mountain Home (Elmore County Region), and Payette (Western Treasure Valley Region). The effort leverages the 53+ fully online degree programs offered by Boise State, and is augmented by community based instruction (delivered in the community), deep community involvement in planning, design, delivery, and outcomes, and specialized experiential learning opportunities for participating students.

In its first year alone, CIP generated eight (8) entrepreneurial start-ups, attracted Apple, Inc. to invest equipment and high value programming to local school districts and libraries, and resulted in significant increases in students coming to Boise State from these regions (based

on a three year running average): 28.6% increase from West Central Mountains, 17.5% increase from Elmore County, and 25% increase from Payette/Western Treasure Valley. Conversely, the comparison of control communities showed a corresponding decrease in students coming to Boise State of between 6.5% and 52%.

The Community Impact Program links directly with the strategies and outcomes in the 2017 Higher Education Taskforce Recommendations and builds on significant work already in place. The requested resources will be used to:

- Expand the number of hub communities served from 3 to 8.
- Intensify the focus and volume of activities dedicated to underserved communities.
- Create and advocate for tailored institutional support for the needs and long-term success of rural students and their communities of choice.
- Provide a clear “front door” to the university that enables rural Idaho communities to leverage resources and connections across Boise State.
- Expand external funding opportunities through a clarified focus, cross-institutional collaborations, and community partnerships.
- Establish structures to support an active institutional research agenda focused on rural students and communities.
- Enhance economic and workforce development efforts in underserved regions of the state.
- Increase partnerships that strengthen localized business and industry sectors.
- Support localized entrepreneurial start-up centers.
- Connect an expert cadre of university faculty and staff to serve the needs of these communities and populations.

2. If a supplemental, what emergency is being addressed?

N/A, not supplemental

3. Indicate existing base of PC, OE, and/or CO by source for this request.

Boise State currently has budgeted \$265,000 in base funding for this program.

4. What resources are necessary to implement this request?

The foundational aspect of this program is deep engagement with communities and students within their communities. The geographic distribution and volume of communities to be served requires significant personnel resources to achieve successful outcomes.

A total of 31 positions are needed for the expansion of Community Impact Programs. Of those, 8 are full-time, including 2 faculty and 8 are part-time navigators based directly in the hub communities to be served. The remaining 15 positions are part-time adjunct and assistant faculty positions.

Operating expenses for this program include travel, general office supplies, marketing, sponsored community events (i.e. planning meetings, summits, student showcases, etc.), Room rentals for community based course offerings, and a dedicated vehicle lease.

Financial support for students is requested to reduce program costs.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Admin. Asst. 2	\$37,000	FT 1 @ 1.00 FTE	Yes	July 1, 2022	12-month
Community Navigators	\$160,000	PT 8 @ .5 FTE	Yes	July 1, 2022	12-month
High School Ambassadors	\$47,000	FT 1 @ 1.00 FTE	Yes	July 1, 2022	12-month
Business Faculty	\$75,000	FT 1 @ 1.00 FTE	Yes	July 1, 2022	12-month
Experiential Learning Faculty	\$64,000	FT 1 @ 1.00 FTE	Yes	July 1, 2022	12-month
Adjunct Faculty	\$23,100	PT 7 @ Adjunct 2 Rate of \$3,300 per semester	No	Variable	Semester x 3
Assistant Instructors	\$24,000	PT 8 @ AI rate of \$1,000 per semester x 3 semesters	No	Variable	Semester x 3
Communications and Marketing Professional	\$50,000	FT 1 @ 1.00 FTE	Yes	July 1, 2022	12-month
Senior Outreach Coordinator	\$47,000	FT 1 @ 1.00 FTE	Yes	July 1, 2022	12-month
Professional and Continuing	\$60,000	FT 1 @ 1.00 FTE	Yes	July 1, 2022	12-month

Education Instructor					
Operations Manager	\$52,000	FT 1 @ 1.00 FTE	Yes	July 1, 2022	12-month

6. Will staff be re-directed? If so, describe impact and show changes on org chart

All staff included in the budget will augment existing staff supporting the existing Community Impact Program effort.

7. Detail any current one-time or ongoing OE or CO and any other future costs.

Current One Time: Boise State has provided \$160,000 per year in financial support for students in FY21 and FY22. These funds have been used to lower the cost of the program by discounting tuition by 50% for 30 people per year. Unfortunately, these funds are one time and will be exhausted at the end of the FY22 fiscal year.

Ongoing OE will be \$96,800 for travel, general office supplies, marketing, room rentals, and sponsored events (i.e. student recruitment, community planning, summits, and student showcases).

Ongoing costs for reduced tuition will be \$802,500.

8. Describe method of calculation (RFI, market cost, etc.) and contingencies

N/A

9. Provide detail about the revenue assumptions supporting this request

N/A

10. Who is being served by this request and what is the impact if not funded.

The target population for this program include individuals living, working, starting businesses, raising families, etc. in the communities of their choice. Failure to fund this expansion initiative will prevent Boise State from building on this proven concept, thus failing to engage with Idaho's rural communities using innovative, outcomes driven methods that directly align with the 2017 Higher Education Taskforce recommendations.

AGENCY: Colleges and Universities

Agency No.: 510

0FY 2023 Request

FUNCTION: Boise State University

Function No.: 02

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Career Readiness			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	7.00				7.00
PERSONNEL COSTS:					
1. Salaries	\$345,000				\$345,000
2. Benefits	\$152,500				\$152,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$497,600				\$497,600
OPERATING EXPENDITURES by summary object:					
1. Travel					
2. Operating					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$497,600				\$497,600

Request Narrative

1. Explain the request and provide justification for the need.

The proposed initiative will better enable Boise State students to connect their educational experience to a future career while ensuring graduates are prepared and ready for the careers that await them. This proposal embeds career services into most of the academic colleges. This embedded model will connect classroom learning, academic advising and support, and career counseling/job search advising. Funding will add career specialists to most of the colleges to provide direct student contact in the form of one-on-one career counseling/advising, job search advising, workshops/classroom presentations, and career courses. College Career Specialists will also work directly with faculty and staff in each college to embed career education in the classroom and better integrate the academic and career components of a student's education (both in and out of the classroom).

Funding this request will provide the necessary resources for Boise State University to provide a more connected curricular and co-curricular educational experience that prepares students for work and *life beyond the blue*. This, in turn, will provide employers and community partners with a more career ready workforce.

2. If a supplemental, what emergency is being addressed?

N/A

3. Indicate existing base of PC, OE, and/or CO by source for this request.

Boise State currently has budgeted \$574,959 of appropriated funds in the Career Center and \$160,520 in local funds.

4. What resources are necessary to implement this request?

Academic Colleges – Career Specialists – (7)

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig.	Date of Hire	Term Service
Career Specialist-- College of Arts and Sciences	\$49,292	FT 1.00 FTE	Yes	July 1, 2022	12-month
Career Specialist-- College of Arts and Sciences	\$49,292	FT 1.00 FTE	Yes	July 1, 2022	12-month
Career Specialist-- College of Arts and Sciences	\$49,292	FT 1.00 FTE	Yes	July 1, 2022	12-month
Career Specialist -- College of Business and Economics	\$49,292	FT 1.00 FTE	Yes	July 1, 2022	12-month
Career Specialist -- College of Engineering	\$49,292	FT 1.00 FTE	Yes	July 1, 2022	12-month
Career Specialist -- College of Health Sciences	\$49,292	FT 1.00 FTE	Yes	July 1, 2022	12-month
Career Specialist -- School of Public Service	\$49,292	FT 1.00 FTE	Yes	July 1, 2022	12-month

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

N/A

7. Detail any current one-time or ongoing OE or CO and any other future costs.

N/A

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

N/A

9. Provide detail about the revenue assumptions supporting this request.

N/A

10. Who is being served by this request and what is the impact if not funded?

This request directly serves students and graduates of Boise State University. Employers, community partners, and the State of Idaho's economy are also positively impacted. The infrastructure described in this proposal will improve student participation in early career planning and access and participation in high-impact educational practices ultimately positively impacting retention and graduation rates, first destination results, and alumni satisfaction and affinity for Boise State University.

AGENCY: Idaho State University

Agency No.:

FY 2023 Request

FUNCTION: General Education

Function No.: 05

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X
or Revision No. ____

A: Decision Unit No: 12.01		Title: High-Demand Work Force Initiatives		Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	7.00				7.00
PERSONNEL COSTS:					
1. Salaries	526,000				526,000
2. Benefits	189,200				189,200
3. Group Position Funding	14,900				14,900
TOTAL PERSONNEL COSTS:	730,100				730,100
OPERATING EXPENDITURES by summary object:					
1. Travel (ongoing)					
2. Materials/Supplies (ongoing)	22,500				22,500
	20,500				20,500
TOTAL OPERATING EXPENDITURES:	43,000				43,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation (one-time)					
2. Office Furniture (one-time)					
3. Sim. Equipment (one-time)					
4. Telehealth Equip. (one-time)					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	773,100				773,100

Request Narrative

Idaho State University and the Kasiska Division of Health Sciences respectfully submit this appropriation request for FY23. ISU would like to thank the State Board of Education,

the Governor and his office, and the Idaho Legislature for their ongoing support of our health science programs.

This appropriation request is based on workforce needs in the state. Registered Nurses (RN) are high-paying, in-demand jobs that are needed in the state. There is a projected shortage of over 500 registered nurses in the state of Idaho.

This appropriation request specifically enhances programs prioritized in our budgeting and planning processes and is based on workforce needs to alleviate the shortage of registered nurses across the state of Idaho. It also is intended to improve not only the students' clinical experiences within the Nursing program but all the clinical placements for all students pursuing health care professions at ISU.

1. Explain the request and provide justification for the need.

Nursing – Five full-time faculty positions as well as ongoing operating costs are being requested to alleviate the shortage of baccalaureate prepared nurses in the state of Idaho by increasing the number of students in the southeast Idaho accelerated nursing program at ISU from 20 students to 30 students. The data in the 2020 Idaho Nursing Report shows that 2020 there was a shortage of 514 Nurses in Idaho and a projected shortage of Idaho nurses of 528 in 2021 and 560 in 2022. In addition, it is projected that 100+ additional registered nurses will be needed because of new facilities opening in Eastern Idaho. To mitigate this workforce shortage problem ISU has been working to increase the number of new nursing graduates. Expansion of nursing programs are limited by clinical placement sites (community health system partners) and accreditation-mandated faculty to student ratios. The accelerated nursing program is designed for individuals who have a baccalaureate degree in a field other than nursing. Students complete their baccalaureate degree in nursing over a 12-month period.

Office of Clinical Education & Compliance – Two full-time staff positions as well as ongoing operating costs are being requested to support the creation of an office of clinical education and compliance. A HIPAA compliance officer is necessary to support all of ISU's health clinics including the University Health Center. Without a HIPAA compliance officer, ISU is subject to significant legal and regulatory exposure. With the emerging shortfall of clinical rotation sites due to the pressures of additional organizations also needing these sites, it has become necessary to have an office and full-time Director of Clinical Placement Coordination specifically responsible for the continued coordination of these efforts across all of the health science programs at ISU. Once up and running, the goal is to coordinate this function with other Idaho universities.

2. If a supplemental, what emergency is being addressed?
NA

3. Indicate existing base of PC, OE, and/or CO by source for this request.

Nursing – This additional expansion of the undergraduate accelerated nursing program in Eastern Idaho will run concurrently with the existing, and very popular, accelerated nursing program in Meridian. The Southeastern Idaho undergraduate accelerated nursing program is slated to start in FY2022 and this increase in funding will allow ISU to further expand the program from 20 students in Eastern Idaho to 30 students. This request will increase the total FTE for the undergraduate accelerated nursing program at ISU from 7.00 FTE to 13.00 FTE.

Office of Clinical Education & Compliance – Additional professional staff are necessary to provide the coordination of clinical placements, the development and sustainment of preceptor sites for students needing clinical training, the development/improvement of a HIPAA-compliant privacy program and ensuring privacy policies to protect the integrity of PHI are enforced, overseeing and ongoing training, risk assessments and HIPPA-compliant procedures. This is a new office and does not currently have any personnel.

4. What resources are necessary to implement this request?

Nursing – The five full-time faculty positions as well as the operating expenses for travel and the supplies for students will be ongoing. There will be other anticipated increase in expenses, but these will be covered by the anticipated increase in revenue do to professional fees.

Office of Clinical Education & Compliance – The salaries for the Director of Clinical Placement and the HIPPA Compliance Officer, as well as the operating expenses for travel and supplies will be ongoing.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Nursing

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Clinical Assist. Prof.	72,000	FT 1.00 FTE	Yes	July 2022	12-month
Clinical Assist. Prof.	72,000	FT 1.00 FTE	Yes	July 2022	12-month
Clinical Assist. Prof.	72,000	FT 1.00 FTE	Yes	July 2022	12-month
Clinical Assist. Prof.	60,000	FT 1.00 FTE	Yes	July 2022	9-month
Sim. Lab Coord.	65,000	FT 1.00 FTE	Yes	July 2022	12-month

Office of Clinical Education and Compliance

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
HIPAA Compliance Officer	110,000	FT 1.00 FTE	Yes	July 2022	12-month
Dir. Clinical Placement Coord.	75,000	FT 1.00 FTE	Yes	July 2022	12-month

6. Will staff be re-directed? If so, describe impact and show changes on org chart

Nursing – This line item request is for new accelerated nursing faculty position. The existing nursing faculty members within the School of Nursing will Continue to assist in teaching the additional students using distance learning technology, online content, and clinics and laboratory sessions.

Office of Clinical Education & Compliance – This line item request is for new staff. The current structure of clinical training is handled for each program specifically within that program. The current faculty and support personnel will continue to assist in clinical training but this office will be in charge of coordinating these efforts to increase efficiencies, identify additional clinical training sites, and provide opportunities for students to receive that training in areas of the state that have been designated as medically underserved population areas. ISU's legal counsel will continue to offer assistance for HIPAA compliance issues as needed. This office will report to the Associate Vice President for Health Sciences (see attached organizational chart).

7. Detail any current one-time or ongoing OE or CO and any other future costs

Nursing – An ongoing request for additional operating funds for travel, materials and supplies and equipment that fall below the \$5K SCO capitalization threshold will be needed.

Ongoing Requests for Operating Expense – Accelerated Nursing:

Operating – Travel	\$12,500
Operating – Materials, Supplies, and Equipment	\$12,500

<u>Total Request for Ongoing Operating Expense:</u>	<u>\$25,000</u>
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Office of Clinical Education & Compliance – An ongoing request for additional operating funds for travel, communications, materials and supplies, and equipment that fall below the \$5K SCO capitalization threshold will be needed.

Ongoing Requests for Operating Expense – Office of Clinical Education & Compliance:

Operating – Travel	\$10,000
Operating – Materials, Supplies, Services, Equipment	\$ 8,000

Total Request for Ongoing Operating Expense: **\$18,000**

8. Describe method of calculation (RFI, market cost, etc.) and contingencies

Accelerated Nursing – Additional full-time faculty are required to provide clinical oversight at required ratios for accreditation and to ensure the competence and safety of future graduates. Salaries for faculty were based on current market trends and recent hiring experiences.

Office of Clinical Education & Compliance – Additional professional staff are necessary to provide the coordination of clinical placements, the development and sustainment of preceptor sites for students needing clinical training, the development/improvement of a HIPAA-compliant privacy program and ensuring privacy policies to protect the integrity of PHI are enforced, overseeing and ongoing training, risk assessments and HIPPA-compliant procedures.

9. Provide detail about the revenue assumptions supporting this request

Nursing – With the increase of 10 students there will be new tuition and professional fees collected. These increased professional fees will be used to cover additional operating and adjunct costs not requested in this line item request.

Office of Clinical Education & Compliance – With one office coordinating all clinical placements for all health science programs at ISU, we are anticipating increased positive partnerships/preceptorships with existing health care clinics across the state. We are also expecting the development of many new partnerships/preceptorships with smaller more rural clinics across the state to improve access to health care.

10. Who is being served by this request and what is the impact if not funded?

The citizens of Idaho are the benefactors of this request. Preparing more primary care providers will increase access to care for citizens of Idaho. With the accelerated increase in Idaho's population, it is anticipated that Idaho needs more than the reported 73 additional primary care providers (<https://data.hrsa.gov/tools/shortage-area/hpsa-find>) to meet the targeted minimum provider/population ratio. Creating

additional baccalaureate prepared nurses in underserved areas within the state provides better care for the residents of those areas.

The health of Idaho citizens is expected to improve because of this request. Access to care, particularly in rural and underserved areas is known to be associated with higher morbidity and mortality in nearly all chronic health conditions.

Idaho employers seeking to hire Registered Nurses will benefit because a greater number of licensed providers will be available to hire. This request is to expand the number of licensed providers where the greatest current and projected need for these providers exists. Expansion of the accelerated nursing program to the eastern and southern parts of Idaho will allow employers to have a greater number of nurses in Twin Falls, Pocatello, and Idaho Falls.

Idaho students who seek an education to become a licensed provider benefit from this request because we will be increasing the number of seats available for Registered Nurses through our accelerated nursing program. The cost of these in-state graduate programs is substantially less than out-of-state or private academic institutions. Increasing the number of seats available in this graduate program will provide more opportunities for Idaho Residents to receive the education they desire while reducing the student debt incurred while pursuing that education. Expansion of the accelerated program in the eastern and southern parts of Idaho provides convenience to students who live in those areas and allows them to capitalize on the clinical placements in Twin Falls, Pocatello, and Idaho Falls without having to travel.

If this line item request is not funded then ISU will not be able to increase the number of primary care providers or registered nurses within the state.

IT Narrative (If applicable) [not applicable]

1. How does this request conform with your agency's IT plan?
2. Is your IT plan approved by the Office of Information Tech. Services?
3. Does the request align with the state's IT plan standards?
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
5. What is the project timeline?

AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY:

Agency No.: 513

Function No.: 05

Activity No.:

FY 2023 Request

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Original Submission X

or Revision No. ____

A: Decision Unit No: 12.02		Title: Student Retention and Completion			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	272,000				272,000
2. Benefits	100,000				100,000
3. Group Position Funding	48,700				48,700
TOTAL PERSONNEL COSTS:	420,700				420,700
OPERATING EXPENDITURES by summary object:					
1. Travel					
2. Materials and Services					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation (onetime)					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	420,700				420,700

Request Narrative

1. Explain the request and provide justification for the need.

Idaho State University is uniquely focused on improving retention and graduation rates of current students and decreasing the number of students stopping out prior to receiving a degree or certificate. This request is designed to expand academic advising and tutoring services, which will provide students needed guidance and support to ensure timely degree completion. Proactive and consistent academic advising, combined with accessible tutoring and academic support services has a significant impact on student retention and degree completion. The objective of this request is to make both advising and tutoring more robust, and to create a greater connection between these important student support services.

Academic Advisors provide support to all students at ISU, with a focus on first- and second-year students. Current caseloads of up to 400 students per advisor is a barrier to providing optimal guidance to students, so that they can receive a degree or certificate as expeditiously as possible. Additional advising capacity will enable us to provide essential advising services to all students, particularly those struggling or considering stopping out.

Similarly, ISU's tutoring services support all students, however, demand currently exceeds capacity. ISU recently invested in a new student success platform to proactively identify students struggling academically to then provide targeted intervention. Once ISU has the ability to identify these students, it will be important to be able to support students by providing increased access to both advisors and tutors. Scaling up the capacity of tutoring services will ensure our ability to meet the needs of students and their goals of timely degree completion.

Implementation of these additional resources will better position ISU to meet and exceed currently established goals of student retention and degree completion.

2. If a supplemental, what emergency is being addressed?

NA

3. Indicate existing base of PC, OE, and/or CO by source for this request.

These investments will increase advising and tutoring services by 6.0 FTE, representing a 15% increase over current levels.

4. What resources are necessary to implement this request?

Personnel:

Academic Advisors (4)

Provide academic advising to newly admitted and current undergraduate students including regular communications, outreach, personalized assistance, program and career advising.

First-Year Success Coordinator

Serves on the front line of the institution's commitment to increasing retention as most students who stop-out do so in their first year. The primary focus of this role would be the management of several broad and impactful first year initiatives that would improve the success and persistence of our first- year students.

Tutoring Supplemental Instruction Coordinator

Oversees the Supplemental Instruction program Provides comprehensive support and encourages student achievement through individualized instructional plans.

Tutoring Support

Provides additional part-time tutors and academic support staff to meet the current student demand for these services.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Academic Advisor	\$43,000	FT 1.0 FTE	Yes	July 1, 2022	12-month
Academic Advisor	\$43,000	FT 1.0 FTE	Yes	July 1, 2022	12-month
Academic Advisor	\$43,000	FT 1.0 FTE	Yes	July 1, 2022	12-month
Academic Advisor	\$43,000	FT 1.0 FTE	Yes	July 1, 2022	12-month
First-Year Success Coordinator	\$50,000	FT 1.0 FTE	Yes	July 1, 2022	12-month
Tutoring Supplemental Instruction Coordinator	\$50,000	FT 1.0 FTE	Yes	July 1, 2022	12-month
Tutoring Support	\$48,726	PT	No	July 1, 2022	12-month

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

Additional staff will be incorporated into current advising structures. The additional part-time tutors (tutoring support) will be housed in academic advising to facilitate seamless integration of advising and tutoring services.

7. Detail any current one-time or ongoing OE or CO and any other future costs

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

Costs are calculated based on base salary ranges for positions and standard operating costs associated with new positions.

9. Provide detail about the revenue assumptions supporting this request.

NA

10. Who is being served by this request and what is the impact if not funded?

This request serves and impacts all current and future ISU students by impacting their retention and graduation rates. ISU must expand academic support structures to avoid students stopping out prior to receiving the degrees or certificates that increase their employability upon graduation. If these positions are not funded ISU will continually face a barrier in providing adequate support services to ensure timely degree completion.

AGENCY: College and Universities

FUNCTION: University of Idaho

ACTIVITY:

Agency No.: 510

Function No.: 04

Activity No.:

FY 2023 Request

Page 1 of 3 PagesOriginal Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Digital Learning			Priority Ranking 2 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.00				5.00
PERSONNEL COSTS:					
1. Salaries	\$555,000				\$555,000
2. Benefits	167,800				167,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$722,800				\$722,800
OPERATING EXPENDITURES by summary object:					
1. Marketing and Communications	\$340,000				\$340,000
2. Unit operations	10,000				10,000
3. IT (see detailed table)	675,000				675,000
TOTAL OPERATING EXPENDITURES:	\$1,025,000				\$1,025,000
CAPITAL OUTLAY by summary object:					
1. IT (see detailed table)	\$300,000				\$300,000
TOTAL CAPITAL OUTLAY:	\$300,000				\$300,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$2,047,800				\$2,047,800

Request Narrative

1. Explain the request and provide justification for the need.

In Spring 2020, the University of Idaho convened a working group to examine how the university could move rapidly into the online course and program delivery market. The focus of this group was to examine the opportunities available to the university in online education and to develop a plan to set in motion the development of a robust and stable online education function at the University of Idaho.

The outcome of this working group was a recommendation for a university-wide approach to online education with a single office overseeing and coordinating the online efforts and programming. This request includes funding for the Vice Provost for Digital Learning, who will lead this office, as well an assistant director, two instruction designers and a learning management system administrator. These positions will be key to developing and maintaining high quality online programming and ensuring a positive experience for online learners.

The working group also indicated a need for a robust and well-resourced marketing and communications strategy to create visibility for the university in the online education marketplace. This strategy will include identification of programs, analysis of the competitive environment, the creation of startup grants to get new and exciting programs moving forward and other initiatives focusing on undergraduate students, community college transfer students, students with some college credit but no degree, and dual credit students. This request includes \$350,000 in ongoing operating costs to support marketing and communications needs as well as to cover the day-to-day operations of the digital learning office.

Finally, the working group recommended investment in technological and user experience upgrades across the university's state-wide footprint. These investments include both ongoing and one-time needs which are detailed in the table below. Investment in technology is key to the success of this initiative as it enables the university to provide a positive experience both to faculty creating online offerings and to online learners.

2. If a supplemental, what emergency is being addressed?

N/A

3. Indicate existing base of PC, OE, and/or CO by source for this request.

The University of Idaho currently has a Center for Teaching Innovation and a Distance/Extended Education office. These units receive \$226,063 in base General Education funding for salary, benefits and operation which provides funding for 2.25 FTE.

4. What resources are necessary to implement this request?

Personnel cost support of \$722,800 to fund 5.00 FTP, \$1,025,000 in ongoing operating funding, and \$300,000 in onetime capital outlay funding is necessary to implement this request.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Vice Provost – Digital Learning	\$195,000	1.0 FTP Full-time	Yes	July 26, 2021	12-month
Assistant Director – Digital Learning	\$100,000	1.0 FTP Full-time	Yes	July 1, 2022	12-month
Instructional Designers (2)	\$80,000 ea \$160,000 ttl	2.0 FTP Full-time	Yes	July 1, 2022	12-month
Learning Management System Administrator	\$100,000	1.0 FTP Full-time	Yes	July 1, 2022	12-month

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

N/A

7. Detail any current one-time or ongoing OE or CO and any other future costs.

\$10,000 in ongoing expenses to support 5.00 FTE, \$340,000 in OE for marketing, \$675,000 in IT ongoing operating costs and \$300,000 in one-time capital outlay for IT investments.

IT Items	Ongoing Operating	One-Time Capital Outlay	Total
Lecture Recording, Streaming and Cloud Distribution	\$ 85,000	\$ 100,000	\$ 185,000
Cloud/Virtual Computer Laboratory Enhancements	100,000	100,000	200,000
Studio and Classroom Ongoing Repair and Replacement Program	200,000		200,000
Proctoring Software / Service	75,000		75,000
Enhancement Learning Management System Student Support Contract	40,000		40,000
Microsoft Software Licensing	175,000	100,000	275,000
Total	\$ 675,000	\$ 300,000	\$ 975,000

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

Salary rates are based on existing position salary rates as well as peer salaries. IT estimates provided by University of Idaho CIO/VP for Information Technology based on current market costs.

9. Provide detail about the revenue assumptions supporting this request.

N/A

10. Who is being served by this request and what is the impact if not funded?

This request allows the University of Idaho to further develop its online education presence. It will provide students from Idaho and beyond a learning platform that meets their needs: the University of Idaho will be able to serve “Any Student, Anywhere” which was a key focus of the working group. Many potential students are limited in their ability to relocate to a college campus. Strong online options will allow active learning, leading to better earning potential, for students who are place bound or for whom an on-campus experience is not preferable.

IT Narrative (If applicable)

1. How does this request conform with your agency's IT plan?
 - a. All IT purchases are made in alignment with University of Idaho IT protocols and in accordance with purchasing requirements
2. Is your IT plan approved by the Office of Information Tech. Services?
 - a. N/A
3. Does the request align with the state's IT plan standards?
 - a. N/A
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
 - a. N/A
5. What is the project timeline?
 - a. The university plans to make IT equipment purchases during FY2023 to the extent possible.

AGENCY: College and Universities

Agency No.: 510

FY 2023 Request

FUNCTION: University of Idaho

Function No.: 04

Page 1 of 4 Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.03		Title: McClure Center			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.95				3.95
PERSONNEL COSTS:					
1. Salaries	\$173,000				\$173,000
2. Benefits	70,600				70,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$243,600				\$243,600
OPERATING EXPENDITURES by summary object:					
1. Travel	\$20,000				\$20,000
TOTAL OPERATING EXPENDITURES:	\$20,000				\$20,000
CAPITAL OUTLAY by summary object:					
1. Laptop for new FTE	\$5,000				\$5,000
TOTAL CAPITAL OUTLAY:	\$5,000				\$5,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$268,600				\$268,600

Request Narrative

1. Explain the request and provide justification for the need.

The James A. and Louise McClure Center for Public Policy Research was established by the University of Idaho, working with former U.S. Senator Jim McClure and his wife Louise. With a focus on critical issues facing the state, region, nation, and world, the McClure Center conducts evidence-based research to inform public policy, communicates reliable policy findings in an accessible manner, convenes and collaborates with a diverse group of stakeholders, engages students in public policy, while advancing the University of Idaho as a leader in public policy research. Since the McClure Center opened nearly fifteen years ago, it has become Idaho's most trusted and preeminent public policy entity.

Current appropriated funding support is minimal, and supports 1.48 FTE. This funding level is not sustainably adequate for the McClure Center's mission, and it is impacting the ability of the McClure Center's portfolio to support state priorities. The McClure Center currently bridges operational funding needs through grant and contract work, which require contractual obligations that limit the McClure Center's statewide purview.

This request will provide ongoing appropriated funding (salary and benefits) for existing staff and support a new full-time economist (3.95 FTE total). Through this dedicated funding, the McClure Center will continue its work that supports Idaho. Examples include publishing *Idaho at a Glance* public policy briefs, facilitating collaborative processes (Governor's Salmon Workgroup), evaluating collaborative processes (Owyhee Initiative), hosting the Idaho Science and Technology Policy Fellowship, supporting applied learning and research programs in public policy for University of Idaho students, and conducting nonpartisan research on many topics of importance to the state. This request also will provide dedicated funding to support a full-time Economist, who will conduct benefit-cost analysis and demography research, producing studies that support planning and strengthen Idaho's economy. Idaho has neither a State Economist nor a State Demographer; most states have one or both. These critically important services are needed as Idaho's population increases, and the integration of economics, demography, and public policy research is part and parcel of the McClure Center's approach.

The McClure Center currently has no ongoing funding for travel across Idaho. To uphold the McClure Center mission and statewide purview, the McClure Center needs to visit the Moscow campus and other University of Idaho locations several times per year, travel around the state, and present work at seminars and conferences.

Capital Outlay: Laptop equipment needed for added FTE (Economist).

2. If a supplemental, what emergency is being addressed?

N/A

3. Indicate existing base of PC, OE, and/or CO by source for this request.

This request will provide annual support for current McClure Center staff necessary for daily operations and will increase the McClure Center by 1.00 FTE (Economist).

4. What resources are necessary to implement this request?

Personnel: Dedicated Gen Ed funding to fully support current McClure Center staff, which includes the Director (1.00 FTE), Research and Program Manager (1.00 FTE), Grants and Research Associate (0.75 FTE), and Administrative Support (0.20 FTE/shared with the President's Office at 1.00 FTE). New position: Economist (1.00 FTE).

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Director	\$13,000	FTE 1.00 FT	Yes	July 1, 2017	12-month
Research and Program Manager	\$35,000	FTE 1.00 FT	Yes	July 1, 2017	12-month
Administrative Support	\$5,000	FTE 0.20 FT (shared with Pres. Office 80-20)	Yes	July 1, 2017	12-month
Grants and Research Associate	\$45,000	FTE 0.75 FT	Yes	July 1, 2019	12-month
Economist	\$75,000	FTE 1.00 FT	Yes	July 1, 2022	12-month

6. Will staff be re-directed? If so, describe impact and show changes on org chart.
N/A7. Detail any current one-time or ongoing OE or CO and any other future costs.
Ongoing Expenses: Ongoing travel funding to Moscow campus and across the state; this is ongoing, as the McClure Center is based in Boise.

Capital Outlay: Needed for laptop, monitors, peripherals, software, and workstation for new 1.00 FTE (Economist).

- High-end laptop: \$2,000
- Flat-panel monitors (2): \$600
- Peripherals: \$500
- Specialized software: \$1000 (economic modeling, statistical analysis)
- Workstation: \$900

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.
Salary for additional FTE (Economist) is based on current University of Idaho market-based compensation and market costs compared to similar positions regionally and nationally. The remaining salaries are based on current salaries of existing positions.9. Provide detail about the revenue assumptions supporting this request.
N/A

10. Who is being served by this request and what is the impact if not funded?

The McClure Center was established to provide the state of Idaho with information to make sound policy decisions, using open dialogue and robust, nonpartisan research. The McClure Center is Idaho's premiere public policy institution. Its placement within the University of Idaho creates a conduit for students, faculty, and staff to be an integral part of that mission. Current funding limits the capacity of the McClure Center to maintain student programs, advance statewide and regional outreach, and conduct nonpartisan research and analysis in an adaptive and nimble manner.

Not funding the McClure Center – and the Economist position – puts University of Idaho at a disadvantage when working with government entities (local, state, and federal levels); businesses; non-profit organizations; universities; and others. Without this funding, funding core operations that satisfy the McClure Center's mission and purview will be impacted and diminished. Specifically, *Idaho at a Glance* policy briefs will be published on a limited schedule, facilitation and evaluation of collaborative processes both inside Idaho and including Idaho stakeholders will be reduced, the Idaho Science and Technology Policy Fellowship may shift to an every other year program, the number of University of Idaho students in applied learning and research programs will decrease, the breadth and number of nonpartisan research studies on topics of importance to Idaho will decrease substantially, and dedicated benefit-cost economic analysis will be unavailable to Idaho governments, businesses, and nonprofit organizations. Without this funding, the McClure Center will need to seek project contracts that support essential staff. By contracting such services, time and effort lines within the McClure Center will be constricted; programs that do not have funding will cease to occur. This includes student and faculty programs, as well as public policy briefs and full-length research reports.

IT Narrative (If applicable)

N/A

1. How does this request conform with your agency's IT plan?
 - a. All IT purchased are made in alignment with University of Idaho IT standards and through approved U of I purchasing processes
2. Is your IT plan approved by the Office of Information Tech. Services?
 - a. No.
3. Does the request align with the state's IT plan standards?
 - a. N/A
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
 - a. N/A
5. What is the project timeline?
 - a. N/A

AGENCY: College and Universities

FUNCTION: University of Idaho

ACTIVITY:

Agency No.: 510

Function No.: 04

Activity No.:

FY 2023 Request

Page 1 of 3 PagesOriginal Submission X or

Revision No. ____

A: Decision Unit No: 12.04		Title: College of Law Lease			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by summary object:					
1. Dept of Admin MOU Payment	(300,500)				(300,500)
2. Front Street, Boise Lease payment	300,500				300,500
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	0				0

Request Narrative

1. Explain the request and provide justification for the need.

The University of Idaho currently receives \$300,500 in state general fund support for its payment to the State of Idaho Department of Administration for space in the University of Idaho Law and Justice Learning Center; however this space is no longer adequate in size to meet program needs. In order to address the need for additional space, the university recently entered into a 30-year lease with option to buy agreement for a building located on Front Street in Boise, which was recently vacated by the Concordia Law School. The new Front Street location, which is fully furnished, will provide substantially more space

for the College of Law's operations in Boise, allowing the UI to better meet the College of Law's immediate and long-term needs in the Treasure Valley.

The move to this new location, scheduled to occur during the course of FY2022, will result in the College of Law vacating its space in the Law and Justice Learning Center thereby eliminating its payment to the State of Idaho Department of Administration. This request is seeking approval to retain the funding received for the Department of Administration payment and redirect it towards the cost of the new Front Street lease. This would be an overall net zero increase to the University of Idaho's state general fund appropriation.

2. If a supplemental, what emergency is being addressed?

N/A

3. Indicate existing base of PC, OE, and/or CO by source for this request.

N/A

4. What resources are necessary to implement this request?

No new resources are necessary. This is requesting that the university be allowed to retain and redirect existing state general fund resources.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
N/A					

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

N/A

7. Detail any current one-time or ongoing OE or CO and any other future costs.

Ongoing expense of new lease offset by elimination of payments to Department of Administration.

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

N/A.

9. Provide detail about the revenue assumptions supporting this request.

N/A

10. Who is being served by this request and what is the impact if not funded?

This request allows the university to redirect existing funding towards a non-state owned leased facility capable of housing the Boise College of Law in a single location. This will allow the College of Law adequate space to meet current and long-term needs and best serve its students.

IT Narrative (If applicable)

N/A

1. How does this request conform with your agency's IT plan?
 - a. N/A
2. Is your IT plan approved by the Office of Information Tech. Services?
 - a. N/A
3. Does the request align with the state's IT plan standards?
 - a. N/A
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
 - a. N/A
5. What is the project timeline?
 - a. N/A

AGENCY: Lewis-Clark State College

FUNCTION: General Education

ACTIVITY: Adult/Non-Traditional
Learners

Agency No.: 511

Function No.: 05

Activity No.:

FY 2023 Request

Page ____ of ____ Pages

Original Submission X or

Revision No. ____

ADULT/NON-TRADITIONAL LEARNERS					
A: Decision Unit No: 12.01	Title: ADULT/NON-TRADITIONAL LEARNERS			Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS:					
1. Salaries	\$203,000				\$203,000
2. Benefits	64,400				64,400
TOTAL PERSONNEL COSTS:	\$267,400				\$267,400
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	\$53,000				\$53,000
TOTAL OPERATING EXPENDITURES:	\$53,000				\$53,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$6,000				\$6,000
TOTAL CAPITAL OUTLAY:	\$6,000				\$6,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$326,400				\$326,400

Request Narrative

1. Explain the request and provide justification for the need.

LC State seeks funding to develop and sustain a robust adult/non-traditional learner program (ALP) inclusive of support services. The request is intended to support one of the fastest growing segments of the potential college-going population – the adult/non-traditional learner. According to the National Student Clearinghouse Research Center's 2019 publication *Some College, No Degree*, nearly 165,000 Idaho citizens had started college and left without completing a credential. The Idaho State Board of Education's strategic plan (Goal 3) and the College's strategic plan (Goal 2, Performance Measure 2) both underscore the need to widen access to higher education for people of all ages in our state.

This request seeks funds to support and expand current staffing hours and services, to target adult/non-traditional student needs. Specifically, this request includes: (a) two

FTE (i.e., mental health counseling and adult learner/prison ed coordination); and (b) funds to support workload and hour expansion and strengthen employee retention.

Mental health challenges on the part of college students have become more pronounced over the last decade. Adult/non-traditional learners have unique stresses associated with the balance they must find in pursuing their post-secondary credentials while also balancing the demands of work and often providing for a family. As the College seeks to support more adult learners, an investment in mental health counseling and non-traditional-student administrative coordination are paramount. If funded, a new mental health counselor would assist in expanding the hours and modalities in which counseling services would be made available. The addition of a new counselor will allow us to assist between 20 - 30 more students per week and provide support services to adult/non-traditional learners.

In 2020, the U.S. Department of Education announced that, starting in Fall 2023, federal financial aid would be available to residents in state and federal penitentiaries who otherwise qualify to enroll in post-secondary education. The College is moving discussions forward with the Idaho Department of Corrections to work with the state's prisons to deliver educational programs that provide current inmates with education opportunities leading to meaningful employment upon release.

To support adult/non-traditional learners, faculty and staff will be called upon to modify instructional and support services, approaches and modalities. The College has and will continue to modify its business model to serve greater numbers of students who wish to access courses and services in the evenings, on the weekends, or via virtual environments (all three apply especially to adult learners). Retaining and compensating employees, who have gained experience in andragogy already, and investing to expand capacity for evening and weekend support, and instructional services and portfolio assessments, will expedite the College's ability to make education accessible to adult/non-traditional learners. Additionally, the College is implementing clearer and more direct competency-based pathways for adult/non-traditional learners to earn college credit based on prior and/or current life and work experiences (e.g., portfolios, etc.).

2. If a supplemental, what emergency is being addressed?

Not applicable

3. Indicate existing base of PC, OE, and/or CO by source for this request.

LC State currently has 2.58 mental health counselors, one of whom serves as Director of the Student Counseling Center and Student Health Services while also providing direct counseling services to students. The Student Counseling Center also utilizes interns from graduate programs in counseling or social work and has hired mental health professionals as part-time Irregular Help employees. The mental health counselors are currently funded with a combination of appropriated funds and student fees.

LC State is utilizing existing resources and staff for the adult learning program as it is currently constituted. Staff from Admissions, for example, conduct outreach to regional employers to offer enrollment services to prospective adult learners. Students who left the college in good standing without completing a degree receive invitations to re-engage with their studies through Admissions, Registrar/Records, and instructional divisions. The College also maintains a list of options students may pursue to earn credit based on prior learning. These functions are managed primarily by the Dean of Liberal Arts and Sciences as well as Registrar/Records. We seek funds to expand our outreach, to provide better administrative coordination for all aspects of adult learning, and to make this an otherwise more robust program. We have resources for prison education through our non-credit adult basic education program and workforce training. With changes in federal regulations permitting prisoners to access Pell Grants to assist with college expenses, the College is exploring how for-credit degree options may also be offered to prisoners within the State of Idaho. This, too, will require administrative coordination.

4. What resources are necessary to implement this request?

The overall dollar amount for this request is \$326,400, and includes a Mental Health Counselor and an Adult Learner/Prison Education Coordinator, as well as funds to support employee retention and expanded hours and services.

To enhance and capitalize on adult/non-traditional learning opportunities, a Mental Health Counselor position and an Adult Learner/Prison Education Coordinator are requested. Because the mental health counselor position would be embedded within the existing student health unit, operating and capital costs would be minimal (\$3,000 for one-time capital outlay and \$3,000 in ongoing operating expenses). Beyond \$3,000 for a computer and equipment, the adult/non-traditional learner coordinator position request includes \$50,000 in operating funds, which would primarily be used to promote adult learning opportunities via a multi-media strategy targeting the College's entire service region. The ALP program will necessitate a more traditional marketing approach, therefore operating expenses are requested to initiate a strong marketing campaign by diversifying with print, out-of-home (billboards, signage, etc.), radio, television, and digital ads.

LC State's education mission focuses on teaching; serving students through high-touch, interpersonal, connected education experiences. Retaining quality faculty and staff is paramount to achieving and sustaining this mission. To that end, this request prioritizes salary/fringe (\$99,800) to support employee retention and expand current staffing hours and services to assist in implementing a robust adult/non-traditional learner program.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Mental Health Counselor	\$60,000	1.00 FTE	Yes	July 1, 2022	12-month
Adult/Non-Traditional Learner/Prison Education Coordinator	\$60,000	1.00 FTE	Yes	July 1, 2022	12-month
Support Employee Retention and Expand Current Staffing Hours and Services	\$83,000	N/A	Yes	July 1, 2022	9-12-months

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

Staff who are currently supporting degree-seeking students (i.e., traditional, full-time/part-time, adult learners, etc.) will continue to play a direct supporting role, though there may be some organizational changes should the College secure funding for the coordinator position. Key enrollment offices (e.g., Registrar/Records, Admissions, Financial Aid, and the Advising Center) will continue to offer services to the adult student population but these services will be better coordinated, refined and targeted to meet the unique needs of adult/non-traditional learners if the coordinator position is funded.

7. Detail any current one-time or ongoing OE or CO and any other future costs.

The request is for ongoing personnel and operating expenses from the general fund. Operating funds for the positions include basic office support, supplies, and professional developing totaling \$6,000 for both new positions. Additionally, one-time capital outlay is needed to purchase computers and equipment for the new personnel totaling \$6,000. Finally, because the positions target adult/non-traditional student populations, program marketing / launch funding in the amount of \$47,000 is requested.

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

CUPA medians for each position and market demand, such as for Mental Health Counselors informed the salaries. Operating expenditures were estimated based on current advertising costs and an estimate for supplies and professional development.

9. Provide detail about the revenue assumptions supporting this request.

In partnership with Boise State University, the College is assessing the potential demand for credit-bearing classes and degree programs among the state's prison population. This will provide a reasonable estimate of the number of inmates who may take advantage of this opportunity. Without factoring in the prison population, the College could see an increase of up to 100 new adult/non-traditional learners within two years of filling the coordinator position. The counseling position should allow for an increase of between 20 - 30 counseling sessions per week, which will contribute to student retention.

10. Who is being served by this request and what is the impact if not funded?

The ALP will serve adult/non-traditional learners in LC State's service regions. Receipt of funding will allow for excellent instruction, accessible support services and a safe campus environment. LC State is committed to meeting the needs of non-traditional students and adult learners; and recognizes that post-pandemic retooling for the future will become increasingly relevant and important across student/learner ages and demographics.

Note: While the focus of this request is on a new adult/non-traditional learner program, each of the requested positions will also benefit current and future LC State students.

IT Narrative (If applicable) [not applicable]

1. How does this request conform with your agency's IT plan?
2. Is your IT plan approved by the Office of Information Tech. Services?
3. Does the request align with the state's IT plan standards?
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
5. What is the project timeline?

AGENCY: Lewis-Clark State College

FUNCTION: General Education

ACTIVITY: Compliance and Safety

Agency No.: 511

Function No.: 05

Activity No.:

FY 2023 Request

Page _1_ of _4 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: COMPLIANCE AND SAFETY			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	\$42,000				\$42,000
2. Benefits	20,100				20,100
TOTAL PERSONNEL COSTS:	\$62,100				\$62,100
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	\$94,600				\$94,600
TOTAL OPERATING EXPENDITURES:	\$94,600				\$94,600
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$3,000				\$3,000
TOTAL CAPITAL OUTLAY:	\$3,000				\$3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$159,700				\$159,700

Request Narrative

1. Explain the request and provide justification for the need.

An assessment of compliance and safety measures on campus indicates that in order to effectively manage: (a) the requirements of the Governor's Task Force on Cyber-Security, and (b) the full implementation of LC State's Title IX compliance plan, current staffing and technology must be supplemented to an extent that requires more than merely reallocating internal funding.

Cybersecurity software and resources are requested to fully implement the Governor's Cybersecurity Executive Order 2017-02, and to address critical and increasing security controls and needs included in the Order. The request derives from priorities established through LC State's annual assessment process, which is an outgrowth of the program prioritization initiative established by the State Board of Education. The

campus assessment included the on-going two-year statewide analysis of all agencies, which has been led by cybersecurity experts in the governor's office. In order to meet the expectations of Executive Order 2017-02, it became apparent that the current technology utilized by LC State is not sufficient in addressing growing cybersecurity needs and demands. The Cybersecurity request will help LC State build a more secure infrastructure and monitor internal irregularities as well as external threats. In short, Cybersecurity software and resources will allow the College to address potential cyber threats in a more comprehensive and effective manner.

To address athletic Title IX obligations, the addition of a full-time Athletic Trainer (AT)/Instructor to provide on-field medical support to student-athletes is necessary (a personnel resource that must be expanded as student-athlete numbers are increased). An additional trainer/instructor will assist in (a) meeting Title IX objectives, as well as safety objectives through adherence to the standards set forth in the Recommendations and Guidelines for Appropriate Medical Coverage of Intercollegiate Athletics (AMCIA) and the NAIA, (b) support students engaged in the College's successful athletic programs, and (c) further the College's ability to provide instructional staff for the growing movement and sport science programs.

Specific to athletic training: The NAIA adopted the National Athletic Training Association's (NATA), appropriate medical coverage recommendations and guidelines. These guidelines were established to help institutions protect against liability-related issues associated with providing adequate care to student-athletes. LC State's athletics' menu includes 12 sports. As such, LC is currently not in compliance with the NATA's AMCIA recommendations pertaining to athletic training staffing levels and appropriate healthcare for student-athletes. Based on the guidelines, LC State should have 4.0 full-time athletic trainers, not including the increased requirements associated with growing current sport roster numbers and potentially adding a women's sport, as per the College's Title IX plan. LC State currently employs two full-time athletic trainers. A 3rd AT is essential to making meaningful progress on the Title IX plan. This position will also supplement instructional needs associated with LC's exercise science and kinesiology curricula – particularly in areas of sport fitness and wellness.

2. If a supplemental, what emergency is being addressed?

Not applicable

3. Indicate existing base of PC, OE, and/or CO by source for this request.

LC State currently has 2.00 full-time FTE in athletic trainers and limited Cybersecurity resources. The athletic trainers are funded by general/tuition funds. This request will significantly increase our capacity in IT and Athletics.

4. What resources are necessary to implement this request?

A cybersecurity fundamentals toolset to aid the information technology staff in securing and monitoring our environment. The toolset will include annual operating funds for: 1) DUO (\$27,000) for multi-factor authentication; 2) A Security Information and Event Monitoring (SIEM) System (\$25,000/year) to collect security information and provide passive security alerting; 3) Cisco Umbrella Cloud Security (\$15,000) to block malicious websites; 4) 3rd party penetration testing (\$24,600).

The 1.00 FTE Athletic Trainer/Instructor will need modest ongoing operating expenses of \$3,000 and \$3,000 in one-time capital outlay for general office supplies, professional development, and computer equipment.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Athletic Trainer/Instructor	\$42,000	1.00 FTE	Yes	July 1, 2022	12-month

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

LC State underwent significant budget reductions leading into FY 2021. With operations at minimal staffing levels, no positions can be redirected to assist with these functions.

7. Detail any current one-time or ongoing OE or CO and any other future costs.

The request is for ongoing personnel and operating expenses from the general fund. The Cybersecurity software and resources request is \$91,600 in ongoing operating expense funding for necessary cybersecurity software and testing. Ongoing operating funds for basic office support, supplies, and professional development for the Athletic Trainer/Instructor positions totals \$3,000. Additionally, one-time capital outlay is needed to purchase a computer and equipment for the new personnel totaling \$3,000.

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

CUPA median for the position and market demand informed the salary.

9. Provide detail about the revenue assumptions supporting this request.

The request is to assist with compliance, safety, and cybersecurity vulnerabilities. An indirect revenue assumption is to decrease future exposure that could lead to a monetary impact.

10. Who is being served by this request and what is the impact if not funded?

The requested items support existing and/or future students. Although the institution has engaged in the continual reallocation of funds to support the cybersecurity directive and move forward to meet its Title IX athletics obligations, the costs to do so continues to outpace our ability to reallocate funding. The College acknowledges that compliance support may seem a little less attractive for funding purposes but is essential to address the growing areas of required compliance and safety. The College requests the support to better advance its efforts in these areas and meet fundamental, bread-and-butter, needs.

If the position is not funded, the liability exposure of the institution will continue to increase, creating both a financial and a reputational risk.

IT Narrative (If applicable)

1. How does this request conform with your agency's IT plan?

LC State has adopted the State of Idaho's IT security plan and guidelines for agencies.

2. Is your IT plan approved by the Office of Information Tech. Services?

LC State adopted the NIST Framework, as was required by the State of Idaho for all agencies.

3. Does the request align with the state's IT plan standards?

Yes, LC State follows the ITA policies and associated standards and guidance: <https://ita.idaho.gov/resources/>.

4. Attach any supporting documents from ITS or the Idaho Tech. Authority.

See links at <https://ita.idaho.gov/resources/> for P4110 – IT Security Coordinator and P4140 – Cybersecurity Framework.

5. What is the project timeline?

Umbrella was implemented in March 2021 with one-time funding, everything else will be implemented when funded.

AGENCY: Idaho Division of Career Technical Ed

Agency No.: 503

FY 2023 Request

FUNCTION: Secondary and General

Function No.: EDEB

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Program Added-Cost Maintenance			Priority Ranking 1 of 5
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$709,600				\$709,600
LUMP SUM:					
GRAND TOTAL	\$709,600				\$709,600

Request Narrative

1. Explain the request and provide justification for the need.

To provide career opportunities for students and provide skilled employees for Idaho business, CTE program added-cost funding must be sufficient to meet enrollment growth in existing programs.

The purpose of program added-cost funding is to provide additional funding resources to CTE programs to ensure high quality equipment and supplies are made available to teachers and programs. Program added-cost funding also provides the necessary resources for ongoing teacher professional development, extended work contracts for activities outside the annual teacher contract and travel to required career technical student activities.

Program added-cost funding ensures a quality program will develop the necessary student learning outcomes to prepare a graduate for their transition to a postsecondary program, apprenticeship or into the workforce.

Program added-cost funding must increase to meet the ongoing annual demand of existing program enrollment growth.

2. If a supplemental, what emergency is being addressed?
N/A
3. Indicate existing base of PC, OE, and/or CO by source for this request.
TB base of \$8,117,400 of General Fund.
4. What resources are necessary to implement this request?
None
5. List positions, pay grades, full/part-time status, benefits, terms of service.
None
6. Will staff be re-directed? If so, describe impact and show changes on org chart.
No
7. Detail any current one-time or ongoing OE or CO and any other future costs.
N/A. Ongoing TB only.
8. Describe method of calculation (RFI, market cost, etc.) and contingencies.
Based on requests from secondary school districts.

209,600	New program requests for FY 2021
300,000	New program requests for FY 2022
200,000	Middle school CTE programs
709,600	
9. Provide detail about the revenue assumptions supporting this request.
No revenue is expected from this program.
10. Who is being served by this request and what is the impact if not funded?
Program added-cost funds collectively benefits students, their teachers, postsecondary faculty, and industry through increased participation, training and collaboration.

If this request is not funded, the Division will not be able to financially support the enrollment growth of new and existing secondary CTE programs in Idaho.

IT Narrative (If applicable)

1. How does this request conform with your agency's IT plan?
2. Is your IT plan approved by the Office of Information Tech. Services?
3. Does the request align with the state's IT plan standards?
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
5. What is the project timeline?

AGENCY: Idaho Division of Career Technical Ed

Agency No.: 503

FY 2023 Request

FUNCTION: Secondary and General

Function No.: EDEB

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

Idaho Quality Program Standards Grant Expansion					
A: Decision Unit No: 12.02	Title: Grant Expansion		Priority Ranking 2 of 5		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$57,000				\$57,000
LUMP SUM:					
GRAND TOTAL	\$57,000				\$57,000

Request Narrative

1. Explain the request and provide justification for the need.

During the 2014 legislative session, the Idaho Quality Program Standards (IQPS) grant was created as part of the Idaho Ag Ed Initiative. The initial fiscal note anticipated \$504,000 for incentive grants and \$100,000 for new program start-up grants. In FY 2017, \$325,000 was appropriated from the General Fund for 30 \$10,000 incentive grants and one \$25,000 start-up grant. In FY 2020, \$25,000 was appropriated for one additional start-up grant.

Since FY 2020, base funding has been \$350,000 until an ongoing 2% reduction in FY 2021 removed \$7,000 for a net ongoing appropriation of \$343,000. Per IDAPA rules, the grants must be in increments of \$10,000 (IDAPA 55.01.04.100.04b) and start-up grants in increments of \$25,000 (IDAPA 55.01.04.200.04). This leaves an unusable amount of \$3,000. The Division

received DFM approval to use other resources to make whole grants during FY 2021.

Applications for incentive grants continue to exceed appropriations. As the success of the IQPS program increases, the Division is requesting ongoing funding of an additional \$57,000 to be passed through to Agriculture programs in the form of five additional incentive grants. In total, this would provide 35 \$10,000 incentive grants and two \$25,000 start-up grants.

2. If a supplemental, what emergency is being addressed?
N/A
3. Indicate existing base of PC, OE, and/or CO by source for this request.
TB base of \$343,000 of General Fund.
4. What resources are necessary to implement this request?
None
5. List positions, pay grades, full/part-time status, benefits, terms of service.
None
6. Will staff be re-directed? If so, describe impact and show changes on org chart.
No
7. Detail any current one-time or ongoing OE or CO and any other future costs.
N/A. Ongoing TB only.
8. Describe method of calculation (RFI, market cost, etc.) and contingencies.
Based on requests from secondary school districts.
9. Provide detail about the revenue assumptions supporting this request.
No revenue is expected from this program.
10. Who is being served by this request and what is the impact if not funded?
CTE students in districts with existing Agriculture & Natural Resources will benefit from this funding, as it would allow the district to invest additional resources to invest in program improvement. If the request is not funded, it may limit the ability of some districts to fully invest in the infrastructure for a robust and well-equipped program.

IT Narrative (If applicable)

1. How does this request conform with your agency's IT plan?
2. Is your IT plan approved by the Office of Information Tech. Services?
3. Does the request align with the state's IT plan standards?
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
5. What is the project timeline?

AGENCY: Idaho Division of Career Technical Ed

Agency No.: 503

FY 2023 Request

FUNCTION: Secondary and General

Function No.: EDEB

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.03		Title: Program Quality Support			Priority Ranking 3 of 5
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$75,100				\$75,100
2. Benefits	27,500				27,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$102,600				\$102,600
OPERATING EXPENDITURES by summary object:					
1. Travel	\$5,000				\$5,000
TOTAL OPERATING EXPENSE:	\$5,000				\$5,000
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$3,600				\$3,600
TOTAL CAPITAL OUTLAY:	\$3,600				\$3,600
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$111,200				\$111,200

Request Narrative

1. Explain the request and provide justification for the need.

The State Board of Education created and task group to evaluate this agency. The group found the Division to be providing inadequate communication and support of CTE partners.

This position would enable additional agency support and responsiveness to secondary school districts and higher education partners in CTE success throughout Idaho.

2. If a supplemental, what emergency is being addressed?

N/A

3. Indicate existing base of PC, OE, and/or CO by source for this request.

Existing team of program quality managers and support staff with ongoing operating expenditures.

4. What resources are necessary to implement this request?
None
5. List positions, pay grades, full/part-time status, benefits, terms of service.
None
6. Will staff be re-directed? If so, describe impact and show changes on org chart.
No
7. Detail any current one-time or ongoing OE or CO and any other future costs.
Ongoing 1.0 FTP with regional travel costs and one-time CO for a computer and workstation.
8. Describe method of calculation (RFI, market cost, etc.) and contingencies.
100% of policy rate for pay grade M. We request exemption from the 80% limit to maintain alignment of equity within existing teams.
9. Provide detail about the revenue assumptions supporting this request.
No revenue is expected from this program.
10. Who is being served by this request and what is the impact if not funded?
School district administrators, higher education and other CTE program managers that support positive outcomes for students and alignment with industry skilled-labor demands. If not funded, the agency will continue to strive for excellence in communication and responsiveness within its fiscal means.

IT Narrative (If applicable)

1. How does this request conform with your agency's IT plan?
2. Is your IT plan approved by the Office of Information Tech. Services?
3. Does the request align with the state's IT plan standards?
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
5. What is the project timeline?

AGENCY: Idaho Division of Career Technical Ed

Agency No.: 503

FY 2023 Request

FUNCTION: Postsecondary

Function No.: EDEC

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.04		Title: Postsecondary Operating Support			Priority Ranking 4 of 5
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	11.25				11.25
PERSONNEL COSTS:					
1. Salaries	\$654,400				\$654,400
2. Benefits	248,700				248,700
3. Group Position Funding	0				0
TOTAL PERSONNEL COSTS:	\$903,100				\$903,100
OPERATING EXPENDITURES					
by summary object:					
1. Employee Development	0				0
2. Repair and Maintenance Services	0				0
3. Administrative Services	0				0
4. Computer Services	0				0
5. Employee Travel	\$1,500				\$1,500
6. Administrative Supplies	7,700				7,700
7. Computer Supplies	0				0
8. Institutional Supplies	0				0
9. Specific Use Supplies	0				0
10. Miscellaneous	0				0
TOTAL OPERATING EXPENSE:	\$9,200				\$9,200
CAPITAL OUTLAY					
by summary object:					
1. Computer Equipment	\$107,700				\$107,700
2. Educational Materials/Equipment	0				0
TOTAL CAPITAL OUTLAY:	\$107,700				\$107,700
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$1,020,000				\$1,020,000

Description:

Summary page for the following 37 pages of support.

AGENCY: Idaho Division of Career Technical Ed

Agency No.: 503

FY 2023 Request

FUNCTION: Secondary and General

Function No.: EDEB

Page ____ of ____ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.05	Title: Program Quality Initiative Growth			Priority Ranking 5 of 5	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$193,200				\$193,200
LUMP SUM:					
GRAND TOTAL	\$193,200				\$193,200

Request Narrative

1. Explain the request and provide justification for the need.

The Program Quality Initiative (PQI) contains three separate grant programs designed to establish, improve and then maintain high-quality CTE secondary programs. Two of the PQI programs cover all five non-Ag programs areas, while Technical Assistance includes Ag programs and all six major program areas. The Division receives many excellent applications but is unable to fund many of them.

Incentive Grants: 25-30 grants provided annually to high-performing programs.

Technical Assistance Grants: Receives at least \$600,000 in annual requests.

Program Quality Establishment Grants: Designed to assist districts with purchasing essential CTE equipment for new programs and pathways. FY 2021 had over \$850,000 in requests.

2. If a supplemental, what emergency is being addressed?
N/A
3. Indicate existing base of PC, OE, and/or CO by source for this request.
TB base of \$686,000 of General Fund.
4. What resources are necessary to implement this request?
None
5. List positions, pay grades, full/part-time status, benefits, terms of service.
None
6. Will staff be re-directed? If so, describe impact and show changes on org chart.
No
7. Detail any current one-time or ongoing OE or CO and any other future costs.
N/A. Ongoing TB only.
8. Describe method of calculation (RFI, market cost, etc.) and contingencies.
Based on requests from secondary school districts and program success and then limited within the 3.1% General Fund cap. This request will vary as the budget is developed to adjust within the 3.1% cap.

\$ 33,200	Incentive Grants
80,000	Technical Assistance Grants
80,000	Program Establishment Grants
\$ 193,200	
9. Provide detail about the revenue assumptions supporting this request.
No revenue is expected from this program.
10. Who is being served by this request and what is the impact if not funded?
This would expand PQI funding for both high-performing secondary CTE programs and those programs in need of additional support and technical assistance, including new programs and pathways. This performance-based approach more clearly demonstrates the return on investment provided by career technical education and holds CTE programs more accountable for producing quality results based on established performance metrics. The PQI Technical Assistance and the Program Quality Establishment grants are competitive grant awards. It is difficult for most districts to purchase all the essential equipment and supplies needed for CTE programs, to update old equipment or add capacity to their programs. The PQI grant programs provide districts with some resources to fill some of that need. Without this additional funding, many requests from school districts would continue to go unfunded.

IT Narrative (If applicable)

1. How does this request conform with your agency's IT plan?
2. Is your IT plan approved by the Office of Information Tech. Services?
3. Does the request align with the state's IT plan standards?
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
5. What is the project timeline?

ATTACHMENT 20**AGENCY: Community Colleges**Agency
No.:**505**

FY 2023 Request

FUNCTION: College of Eastern IdahoFunction
No.:

2

Page 1 of 2 Pages

ACTIVITY: Board approved category

Activity
No.:Original Submission X
or Revision No.

A: Decision Unit No: 12.01		Title: Faculty - Math and Engineering		Priority Ranking 1 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1				0
PERSONNEL COSTS:					
1. Salaries	\$55,000				\$55,000
2. Benefits	25,200				25,200
3. Group Position Funding					-
TOTAL PERSONNEL COSTS:	\$80,200	-		\$80,200	
OPERATING EXPENDITURES by summary object:					
1. Travel	\$800				\$800
2. Operating	200				150
					-
					-
TOTAL OPERATING EXPENDITURES:	\$1,000	-		\$1,000	
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$3,000				\$3,000
					-
					-
TOTAL CAPITAL OUTLAY:	\$3,000	-		\$3,000	
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$84,200	-		\$84,200	

Request Narrative

1. Explain the request and provide justification for the need. CEI has experienced significant growth and will continue to grow in the future. Every student, including AAS, AS, or AA programs, have to take a math class to fulfill programmatic requirements. It is difficult to find adjunct instructors who are qualified to teach Math, and as we are building our Math program, we need full time faculty to do that work. We also need to start to offer introductory engineering courses. We need to build curriculum for these types of classes and we need full time faculty to work to build these courses and then to also deliver these courses as well. Engineering is an area that we have not been able to expand into yet, because we haven't had a dedicated full time faculty member to help with the development of these types of courses. This is critical to our development as a community college, in an area that has the INL in its community. We would also like to work to help support our CTE programs that utilize both Math and Engineering disciplines and courses.
2. If a supplemental, what emergency is being addressed? NA
3. Indicate existing base of PC, OE, and/or CO by source for this request. This is an OE request that will increase existing OE by \$84,100 per year plus performance increases.
4. What resources are necessary to implement this request? Operating resources would include office supplies, professional development opportunities, course books, advertising for new higher level math courses. Capital outlay include desktop computer, desk, phone, and likely a Surface Book for online instruction.
5. List positions, pay grades, full/part-time status, benefits, terms of service. Full time benefitted status on an 11 month renewable contract.
6. Will staff be re-directed? If so, describe impact and show changes on org chart. N/A
7. Detail any current one-time or ongoing OE or CO and any other future costs. See number 4. All would be ongoing except the desktop computer, phone, desk, and Surface Book expenses.
8. Describe method of calculation (RFI, market cost, etc.) and contingencies. N/A
9. Provide detail about the revenue assumptions supporting this request. CEI is a growing institution that will serve many more students in the future and most of them will need to take at least one math class. This is a position that will contribute to the foundational faculty needed to continue to grow. We need another full time instructor to keep up with the pace of growth, especially as we continue to build the mathematics program. We plan to offer more upper 200 level courses to students who want to move towards engineering disciplines. This instructor could be someone who could help us continue to improve our mathematics offerings, and also help us build curriculum in appropriate engineering disciplines. By doing this foundational expansion, it could

encourage students to stay with CEI and get as many classes done here as possible, before moving on to a four year institution, as well as encourage new students to consider CEI as an option to take these foundational classes before moving on. This expansion could increase the revenue for our institution by being able to serve students in courses that otherwise they would have to take at another institution. We believe that building a very solid mathematics department is critical for forward movement on disciplines such as computer science and engineering, which we would like to eventually expand into.

10. Who is being served by this request and what is the impact if not funded? As discussed above, any student wishing to finish an AAS, AS, or AA degree must take at least one math class. This is a significant portion of our students and is growing quickly. If not funded, we will not be able to expand offerings for students who wish to stay and get as much of their math completed with CEI as possible. This means students will have to take these classes that we can't provide due to staffing insufficiency at a 4 year institution at a much higher cost. We would like to continue to serve our student population by increasing our abilities to expand into more math courses and also into introductory engineering courses.

ATTACHMENT 21

AGENCY: Community Colleges

FUNCTION: College of
Eastern Idaho

ACTIVITY: Board
approved category

Agency
No.:
Function
No.:
Activity
No.:

505

2

FY 2023 Request

Page 1 of 2 Pages

Original Submission
X or Revision No. _____

A: Decision Unit No: 12.02		Title:		Faculty - Biological Sciences		Priority Ranking 2 of 2	
DESCRIPTION		General		Dedicat ed	Federal	Other	Total
FULL TIME POSITIONS (FTP)		1					0
PERSONNEL COSTS:							
1. Salaries		\$55,000					\$55,000
2. Benefits		\$25,200					25,200
3. Group Position Funding							-
TOTAL PERSONNEL COSTS:		\$80,200		-		\$80,200	
OPERATING EXPENDITURES by summary object:							
1. Travel		\$800					\$800
2. Operating		200					200
TOTAL OPERATING EXPENDITURES:		\$1,000		-		\$1,000	
CAPITAL OUTLAY by summary object:							
1. PC and workstation		\$3,000					\$3,000
TOTAL CAPITAL OUTLAY:		\$3,000		-		\$3,000	
GRAND TOTAL		\$84,200		-		\$84,200	

Request Narrative

1. Explain the request and provide justification for the need. CEI has experienced significant growth and will continue to grow in the future. Our Biological Science courses are critical for not only our science majors students, but also for supporting some of the largest CTE programs on campus in the Health and Human Services division. We are always in need of faculty for courses that would fall under the Biological Sciences Department due to the growing nursing programs. Courses from this discipline make up the prerequisite courses for these programs and they are consistently filled with waitlists every semester. We often have to open additional sections for these courses and we are consistently looking for qualified adjunct instructors. This is one of the fastest growing area on campus and would benefit from having another committed instructor for this discipline and it is also needed to keep up with the growth rate and demand of these courses.
2. If a supplemental, what emergency is being addressed? NA
3. Indicate existing base of PC, OE, and/or CO by source for this request. This is an OE request that will increase existing OE by \$84,100 per year plus performance increases.
4. What resources are necessary to implement this request? Operating resources would include office supplies, professional development opportunities, course books, advertising for new higher level math courses. Capital outlay include desktop computer, desk, phone, and likely a Surface Book for online instruction.
5. List positions, pay grades, full/part-time status, benefits, terms of service. Full time benefitted status on an 11 month renewable contract.
6. Will staff be re-directed? If so, describe impact and show changes on org chart. N/A
7. Detail any current one-time or ongoing OE or CO and any other future costs. See number 4. All would be ongoing except the desktop computer, phone, desk, and Surface Book expenses.
8. Describe method of calculation (RFI, market cost, etc.) and contingencies. N/A
9. Provide detail about the revenue assumptions supporting this request. CEI is a growing institution that will serve many more students in the future. The healthcare programs are some of the most in demand programs at CEI. They are continuing to grow and gain a very good reputation in the community, which will encourage more students to enroll in these type of courses. In addition to serving healthcare, these courses also serve students going into the biological science disciplines. Our growth in the other areas of biological sciences is rapid and we need to continue to expand in our faculty in this area to accomodate this growth. This is a position that will contribute to the foundational

faculty that is needed to continue to grow. By being able to offer a more comprehensive program, we will continue to see upward movement with regards to student demand and therefore revenue. This expansion could increase the revenue for our institution by being able to serve more students in courses that are required by CTE programs as prerequisite courses. In addition, students majoring in Biology would have the opportunity to complete as much curriculum at CEI before moving on to another institution and do it at a much reduced tuition rate.

10. Who is being served by this request and what is the impact if not funded? As discussed above, students wishing to pursue healthcare disciplines through our CTE programs have to take prerequisite courses in biological science disciplines. We also have a growing population of science majors students who want to take as many courses possible through CEI before moving on. This area has been an area of significant growth consistently since becoming a community college. If not funded, we will not be able to expand offerings for students who wish to stay and get as much of these courses completed with CEI as possible. This means students will have to take the classes that we can't provide due to staffing insufficiency at a 4 year institution at a much higher cost. We would like to continue to serve our student population by increasing our abilities to serve more students and maintain a high quality of instruction. This is important because we are serving potential healthcare providers. We want them to have the best foundation for their programs as possible. We also want to provide opportunities to link students with opportunities around the state in the disciplines of biological sciences. We need to have a good full time faculty foundation to work together to find and connect students with summer research opportunities, opportunities with other institutional research and other external opportunities that are available around the state.

AGENCY: Community CollegesFUNCTION: College of Southern
IdahoACTIVITY: Bridge to Success
Expansion

Agency No.: 505

Function No.:

Activity No.:

FY 2023 Request

Page ____ of ____ Pages
Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: Bridge to Success Expansion			Priority Ranking 1 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
PART-TIME POSITIONS (PTP)	2.0				2
FULL -TIME POSITIONS (FTP)	1.0				1
PERSONNEL COSTS:					
1. Salaries 1 FT	\$40,000				\$40,000
Salaries 2 PT	29,000				29,000
2. Benefits	23,400				23,400
3. Group Position Funding	20,000				20,000
TOTAL PERSONNEL COSTS:	\$112,400				\$112,400
OPERATING EXPENDITURES by summary object:					
1. Travel					
2. Software					
3. Operating Supplies	\$28,100				\$28,100
TOTAL OPERATING EXPENDITURES:	\$28,100				\$28,100
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$140,500				\$140,500

Request Narrative

1. Explain the request and provide justification for the need

The College of Southern Idaho's Bridge to Success program introduces students to the academic expectations of college, specifically for degrees that require challenging first-semester course work in math, since math is often a key indicator of student success and degree completion. Moreover, the program develops 21st century skills that are essential in the classroom and in the workplace; promotes community

engaged learning; familiarizes students to valuable campus resources to increase student success; fosters social and academic relationships with peers, faculty, and staff; and provides academic coaching. Since its inception in 2016, the Bridge to Success Summer program has served nearly 300 first-time, degree-seeking students. The program has retained 78% of its students with over 70% of those graduating on time or within 150% of time. When compared to all CSI students, Bridgers perform significantly better toward achievement of their educational goals by having a higher semester GPA, a higher percentage of completing 30 or more credits per academic year, a higher percentage of success in a college-level math course after taking a remedial math course, and a higher percentage of completing a gateway math course within two years of enrollment.

Over the past five years, we've noted that not all students can begin the program in the summer semester and not all students can attend the program on the main campus. Recognizing there are many more students who can benefit from the program, this request is to expand Bridge to Success from a summer semester program to include additional cohorts during the fall and spring semesters and to offer the program at off-campus centers in Mini-Cassia, Blaine County, and Jerome/Gooding. This request involves hiring two part-time assistants, tutors to provide instructional support, and operational supplies to support the students and program.

4. What resources are necessary to implement this request?

Financial Support to support students participating in the program. We anticipate 500 students (4 cohorts per academic year: 200 participants summer semester; 200 fall semester; 50 fall flex start; 50 spring semester).

Operating Supplies:

- \$5,000: Community Engaged Learning to include leadership, teamwork, service learning, and 21st Century skill development.
- \$18,100: Instructional support
- \$ 5,000: Office Supplies—marketing, promotion, general supplies
 - Total \$28,100

Part-time tutors: \$20,000

5. List positions, pay grades, full/part-time status, benefits, terms of service

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
FT	\$40,000	FT 1.00 FTE 1.00	Yes	July 1, 2022	12-month
PT	\$29,000	PT 2.00 FTE 1.00	No	July 1, 2022	12-month

Two (2) part-time assistants are being requested for a) the coordination of the Bridge program in the summer, fall, and spring semesters, b) academic support (tutoring) for Bridge participants, and c) operational monies to support students and the program.

Two (2) part-time assistants: \$29,000 (2 @ \$14,500 per year) Part-time assistants no benefits, Hire Date of July 1, 2022, 12-month employee.

Part-time tutors: \$20,000 (total), part-time, no benefits, August 1, 2022, summer, fall, and spring contract.

- We have a Bridge to Success Coordinator in place. Part-time assistants will be trained and supervised by the Bridge to Success Coordinator.
- We have a Learning and Tutoring commons Coordinator in place. Part-time tutors will be trained and supervised by the Coordinator.
- We have Academic Advisors in place. New Bridge to Success students will be advised by these academic advisors.

9. Provide detail about the revenue assumptions supporting this request.

This request is for on-going funds to support new students entering the college.

10. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The request is to expand the Bridge to Success Program to include additional cohorts in the fall and spring semesters and to add offerings at off-campus centers in Mini-Cassia, Blaine County, and Jerome/Gooding. By expanding the program, more first time, degree seeking students will have quicker progress into and successful completion of college math as well gaining valuable insight to the academic expectations of college. Students will develop 21st century skills that are essential in the classroom and in the workplace; will have access to community engaged learning; will become familiar with valuable campus resources to increase student success; will develop social and academic relationships with peers, faculty, and staff; and will get personalized academic and career coaching. We expect to see immediate results in retention and math completion rates. With additional cohorts, CSI expects to see increased results in degree completion and graduation rates.

If this request is not funded, we will continue to run the summer Bridge to success program, but it will not have the desired major impact on increasing access, enrollment, and completion rates.

Supports institution/agency and Board strategic plans:

Idaho State Board of Education Strategic Plan

Goal 3; Objective A: Increase completion of certificates and degrees through Idaho's educational system.

Goal 3; Objective C: Access – Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

Goal 4; Objective A: Workforce Alignment – Prepare students to efficiently and effectively enter and succeed in the workforce.

College of Southern Idaho Strategic Plan

STRATEGIC GOAL: DRIVE STUDENT SUCCESS

Strategy #3, Objective 3.2: Increase the rate of college completion by removing barriers, providing targeted support measures, creating multiple pathways to completion, and increasing flexible schedule options.

Strategy #3, Objective 3.3: Develop student support services to ensure a supportive and equitable environment for all.

Performance Measure:

- Increase the percentage of first-time, degree-seeking freshmen successfully completing Math 043, Math 123, Math 143, and Math 153 by 10% by fiscal year 2023 (May 2023). Fall 2018 benchmark.
- Increase the percentage of first-time, degree-seeking freshmen completing a gateway math course within two years by at the College of Southern Idaho by 10% by fiscal year 2023 (May 2023). Fall 2021 benchmark.
- Increase the percentage of first-time, full-time, degree-seeking students retained or graduated the following year by 10% by fiscal year 2023 (May 2023) – IPEDS definition of Fall to Fall retention rate. Fall of 2018 benchmark.
- Increase the number of students earning degree or certificates by 10% by fiscal year 2023 (May 2023). Fall 2018 benchmark.

AGENCY: Community Colleges
FUNCTION: College of Southern
 Idaho

ACTIVITY: Adult Learner Services

Agency No.: 505

Function No.:

Activity No.:

FY 2023 Request

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A: Decision Unit No: 12.02		Title: INNOVATION IN DELIVERY			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.0				2.0
PERSONNEL COSTS:					
1. Salaries	\$80,000				\$80,000
2. Benefits	44,200				44,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$124,200				\$124,200
OPERATING EXPENDITURES by summary object:					
1. Travel	\$3,000				\$3,000
2. Supplies	2,800				2,800
3. Services (incl. marketing)	3,000				3,000
4. Software Subscription	2,000				2,000
TOTAL OPERATING EXPENDITURES:	\$10,800				\$10,800
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$135,000				\$135,000

Request Narrative

1. Explain the request and provide justification for the need. CSI seeks staff for the primary purpose of providing coordination of scheduling and program availability to support non-traditional working students seeking to continue their education or seek upgraded skills and/or credentials. In addition, the staff (1.0 FTE Coordinator and 1.0 FTE Office Specialist) would support alternative credit activities, including work-based learning functions. The office created would satisfy the need for staff dedicated to:

- a. Coordination of programming at alternative days, times, and modalities to better support and accommodate incumbent workers.
 - b. Coordination of work-based learning opportunities including but not limited to cooperative education, internships, externships, preceptorships, and clinical activity.
 - c. Coordination with College units to support regional employer needs and connecting CSI students with those future employers.
 - d. Coordination of alternative credit activities including credit for prior learning.
2. If a supplemental, what emergency is being addressed?
NA
3. Indicate existing base of PC, OE, and/or CO by source for this request.
This is a new request.
4. What resources are necessary to implement this request?
The request includes PC for 2.0 new FTP (as noted below), along with OE for travel (visits to local employers and professional development of staff), general office supplies and services, the necessity of a marketing budget to inform constituents.
5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Coordinator	\$50,000	FT 1.00 FTE	Yes	July 1, 2022	12 month
Office specialist	\$30,000	FT 1.00 FTE	Yes	July 1, 2022	12 month
6. Will staff be re-directed? If so, describe impact and show changes on org chart.
No change to organization. This would be a new unit at CSI reporting through the Office of the Provost.
7. Detail any current one-time or ongoing OE or CO and any other future costs
No one time funding requested
8. Describe method of calculation (RFI, market cost, etc.) and contingencies.
Salaries and benefits are taken from the CSI salary and classification schedule along with current cost of benefits with anticipated increased for FY2023.
9. Provide detail about the revenue assumptions supporting this request.
The priority goal is to enhance services to students, employers, and the general public, not as a specific revenue source. However, the activity would logically increase college participation and consequent tuition revenue, which would be directed to the CSI General Fund.

10. Who is being served by this request and what is the impact if not funded?

This proposal provides multiple benefits to many constituents and provides a significant value-add to the regional service responsibilities of the College. In particular:

- a. Serves regional employers by providing a connecting point for them and their future employees.
- b. Serves students by providing a clear gateway to future employment as well as opportunities to “learn and earn” as they participate in work-based learning activities.
- c. Serves non-traditional students by providing a dedicated office to address their unique needs and circumstances.
- d. Serves the current College operation through optimizing expertise in work-based learning, non-traditional students, credit for prior learning, and other essential functions that are currently spread throughout the organization without central coordination.

If not funded, CSI will continue to struggle with serving our students and employers in these particular areas of concern. This proposal is considered a high priority for regional economic and workforce development for southern Idaho.

AGENCY: Community Colleges
FUNCTION: College of Southern
Idaho
ACTIVITY: Cyber Security Support

Agency No.: 505

FY 2023 Request

Function No.:

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Activity No.:

Original Submission X or
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A: Decision Unit No: 12.03		Title: CYBERSECURITY SUPPORT			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	\$70,000				\$70,000
2. Benefits	27,900				27,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$97,900				\$97,900
OPERATING EXPENDITURES by summary object:					
1. Comprehensive Penetration Test	\$20,000				\$20,000
2. Travel	2,500				2,500
3 Operational Expenses	4,500				4,500
TOTAL OPERATING EXPENDITURES:	\$27,000				\$27,000
CAPITAL OUTLAY by summary object:					
1.	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$124,900				\$124,900

Request Narrative

1. Explain the request and provide justification for the need.

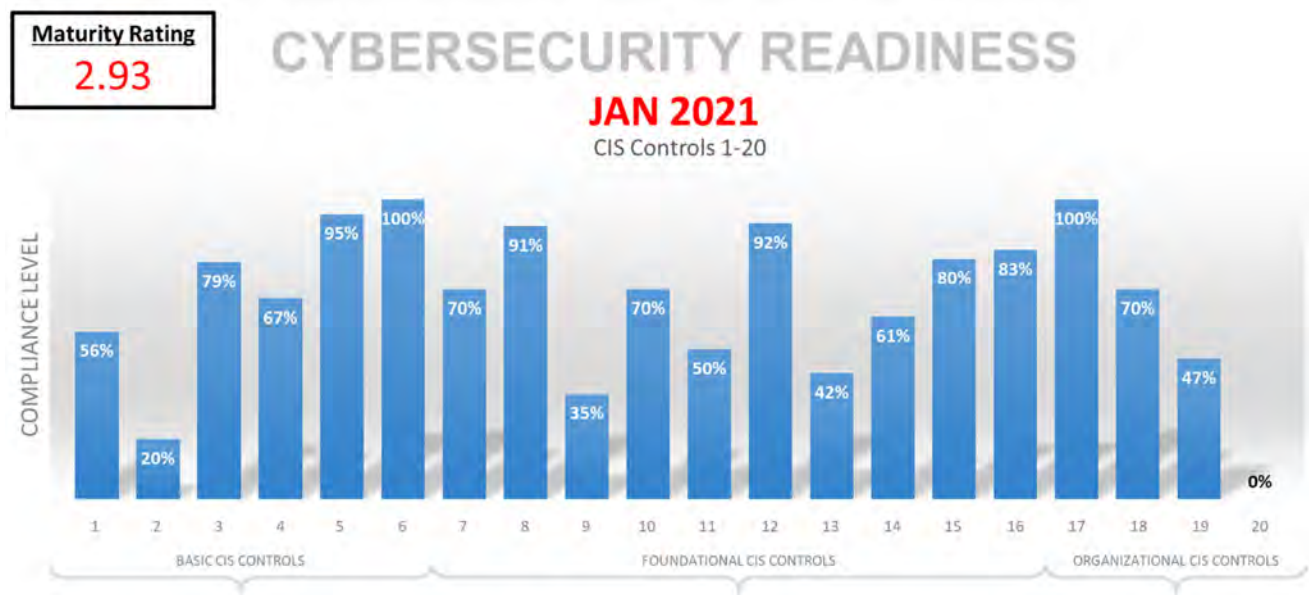
This request encompasses 1 full-time personnel resource dedicated to cybersecurity operations, and ongoing support to perform annual comprehensive threat assessments (via penetration testing). The sheer volume, types, and level of complexity of cybersecurity attacks that CSI encounters daily exceed the capacity and expertise of existing personnel resources. If funded, this request will help CSI increase its compliance with Idaho Governor's Executive Order 02-2017, formalize its cybersecurity program, and strengthen the institution's disaster resilience.

CSI has aggressively pursued alignment with industry standards for cybersecurity. Our institution actively collaborates with state and national agencies including the Idaho Higher Education Technology Leadership Council (IHETLC), Idaho Higher Education Cybersecurity Council (IHECC), Idaho Counties Risk Management Program (ICRMP), Multi-State Information Sharing

& Analysis Center (MS-ISAC), Pacific Northwest Economic Region (PNWER), and the U.S. Department of Homeland Security (DHS).

In addition, CSI's agency plan aligns to industry standard frameworks to increase cybersecurity resilience. Frameworks used at CSI include the National Institute of Standards and Technology (NIST), Control Objectives for Information and Related Technology (COBIT), Information Technology Infrastructure Library (ITIL), and The Open Group Architecture Framework (TOGAF). Along with other Idaho state agencies, CSI also aligns to the standards for cybersecurity controls published by the *Center for Internet Security* (<https://ciscsecurity.org>). These standards include 20 measurable cybersecurity controls that govern CSI's cybersecurity strategy.

The illustrations below show the progress made to comply with all 20 security controls over the last 4 years. Gaps remain with inadequate compliance for multiple security controls due to the lack of personnel and funding to support cybersecurity audits and comprehensive penetration testing. Funding for this request will enable CSI to continue improving its cybersecurity resilience by increasing compliance for all 20 security controls.



4. What resources are necessary to implement this request.

Currently, CSI does not have any dedicated resources responsible for cybersecurity. CSI has not completed a comprehensive cybersecurity audit or penetration test for at least 7 years due to lack of personnel and funding to engage external auditors. The new position will be 100% dedicated to supporting and managing CSI's cybersecurity operations and completing the tasks associated with annual cybersecurity audits along with other duties associated to increasing the cybersecurity resilience of the institution.

Operating Expenditures

This request includes ongoing funding for salary and benefits of the new position and estimated service fees to perform cybersecurity threat analysis and comprehensive penetration testing of CSI's digital environment at least once per year. Completing these threat tests on a yearly basis will meet multiple requirements outlined in the 20 security controls that govern CSI's cybersecurity resilience strategy.

Cost Estimates

The estimate for base compensation for the requested position is determined according to market value in the local region. The pay range is far below competing markets such as Boise, Salt Lake City, and Bozeman. However, the base salary gives us a reasonable opportunity to recruit qualified candidates that possess the skills and expertise needed to be effective in this role. The estimate for completing the cybersecurity analysis and penetration tests range from \$10,000 - \$30,000. We are confident that a budget for a middle-tier auditing process will be sufficient for the type of computing environment we provide. This is also balanced with the maturity of technologies we currently have in place.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Cyber Security Specialist	\$70,000	FT 1.00 FTE	Yes	July 1, 2022	12-month

One (1) full time employee, full benefits, hire date of July 1, 2022, 12-month contract.
Cybersecurity Specialist - \$70,000 base salary

This position will report to the Director of IT Operations and serve as a senior member of the technical staff, working closely with the enterprise architecture team members. The general scope of responsibility will include protection of electronic information and software systems by managing access privileges, controlling structures, identifying abnormalities, reporting violations, and implementing security improvements. The scope also includes investigating security breaches, identifying vulnerabilities, managing security software systems and appliances, and developing and implementing organization-wide security policies, protocols, and processes that support the cybersecurity strategy defined by the Chief Information Officer and/or Chief Information Security Officer.

Projected Timeline

The intent is to hire the position immediately after funding is secured. Work would begin soon after to prepare for the audit and penetration activities, all of which would be completed prior to December 31, 2022.

AGENCY: Community Colleges
FUNCTION: College of Western Idaho

Agency No.: 505
 Function No.: 07

FY 2023 Request
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ACTIVITY:
 s

Activity No.:

Student Retention added assistance to At Risk Students					
A: Decision Unit No: 12.01		Title:		Priority Ranking 1 of 6	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.0				5.0
PERSONNEL COSTS:					
1. Salaries	\$258,600				\$258,600
2. Benefits	112,600				112,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$371,200				\$371,200
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation	\$6,000				\$6,000
TOTAL CAPITAL OUTLAY:	\$6,000				\$6,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$377,200				\$377,200

Request Narrative

1. Explain the request and provide justification for the need
 This request has several pieces to a multiprong strategy.
 - A. The first strategy is to add two (2) full time positions to support the Math Solutions Center (MSC) in its mission to provide mathematics guidance and coaching to students within the student's first semester at CWI. Students entering college (particularly those who are first-generation college students, English Language Learners, or who come from lower socio-economic backgrounds) are typically overwhelmed by their own mathematical insecurities, as well as understanding their college mathematics course and remediation options. Research indicates that persistence and retention rates are directly linked to successful completion of math requirements related to the students' programs. Having one-on-one access to a trained CWI Math instructor during the assessment of current skills completed at the start of a student's academic journey provides the most effective opportunity to help students better understand how to choose the right math course and/or remediation option based on the student's skillsets, previous experiences, mathematical self-confidence, and degree requirements.

- B. The second strategy is to make the Center for Teaching and Learning a permanent part of the College.

The Center for Teaching and Learning supports innovative, quality classroom experiences through intentional distribution of best practices, technology adoption, training and instruction design for traditional, hybrid and online learning environments. The Instructional Designer and Curriculum Designer positions were created and funded through the CARES grant where funding will run out at the end of FY2022.

With the dynamic shifts that have taken place in education throughout the pandemic, we are continuing to move additional programs to online and hybrid modalities to meet the needs of our learners. The role of these positions is to support faculty in labor-intensive development of courses. Their work includes designing quality, online learning experiences that enhance student learning with clear, measurable outcomes that allows CWI to expand its ability to improve the lives of students in the Treasure Valley.

- C. The third strategy is to increase student retention through dedicated advising. Student retention metrics are lower than desired; it is imperative that advising resources be available to our most at-risk (based on progress towards completion and other factors) students. This Senior Advisor for Retention will be dedicated to focusing on interventions for students who are struggling and may not achieve their academic goals

2. If a supplemental, what emergency is being addressed?

[NA]

3. Indicate existing base of PC, OE, and/or CO by source for this request.

Strategy A). The Math Solutions Center is staffed by full time and part time instructors. This request represents an expansion of existing MSC services that would allow individual mathematical coaching opportunities for students to occur prior to the student's enrollment in a particular mathematics course.

Strategy B) Increase the CTL from 6.00 FTE to 8.00 FTE in the staff that directly supports faculty in the creation of content and delivery of quality, distance education programs.

Strategy C) requires the addition of 1 FTE in a new position that has not been funded in prior years. This advising position is designed to improve persistence, retention, and graduation rates.

4. What resources are necessary to implement this request?

Five total new personnel required along with a computer for each staff member

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig.	Date Hire	of Term Service
Teaching Faculty	\$50,500	FT 2.00	Yes	August 1, 2022	12 month
Course Designer	\$57,200	FT 1.00	Yes	July 1, 2022	12 Month
Instructional Designer	\$50,400	FT 1.0	Yes	July 1 2022	12 Month
Advisor, Student Success	\$50,000	FT 1.0	Yes	July 1, 2022	months

6. Will staff be re-directed? If so, describe impact and show changes on org chart.
Staff will not be re-directed.7. Detail any current one-time or ongoing OE or CO and any other future costs.
Continued funding for salary and benefits is requested.

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

The dollar value utilized aligns with the mid-point of the current salary allocated to these types of position at CWI. New positions are determined using Economic Resource Institute (ERI) & CUPA-HR survey (if current data is available) median for minimum # years of experience and then put it within a current CWI salary range that is most relevant to similar positions.

9. Provide detail about the revenue assumptions supporting this request.
The addition of these positions will reduce dependency on adjunct faculty. These coaching and advising positions are anticipated to improve retention and math completion thus leading to increased degree and certificate completion. Based on trends and impacts from the pandemic, we anticipate continued growth in our distance education programs, particularly in the area of hybrid modalities. Increasing these opportunities for students, particularly in our CTE programs and within the new Online Idaho initiative, will increase our ability to reach more students in providing them quality educational programs that meet demands for our community.10. Who is being served by this request and what is the impact if not funded?
A) It is the expectation that math coaching opportunities for students during the first semester of college enrollment would reduce the likelihood of mathematics being a barrier to the student's attainment of a college degree or certificate. Without the addition of these two faculty positions, fewer students will receive this level of support.

B) These positions impact the development of quality online content and the ability of CWI to extend current degrees and certificates to be provided in online and hybrid

modalities. Non-traditional students, students with full-time jobs, families are other responsibilities would be most impacted by the lack of quality online courses and programs.

C) Students will be positively impacted by our increased ability to serve them quickly and accurately, having accounted for their individual needs. Not funding this position will mean that we are unable to address unique and complex student needs.

AGENCY: Community Colleges
FUNCTION: College of Western Idaho
ACTIVITY:

Agency No.: 505
 Function No.: 07
 Activity No.:

FY 2023 Request
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Enhanced Enrollment Through the addition of Student Support					
A: Decision Unit No: 12.02		Title:		Priority Ranking 2 of 2	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$151,500				\$151,500
2. Benefits	65,000				65,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$216,500				\$216,500
OPERATING EXPENDITURES by summary object:					
1. Travel & Training					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL REQUEST	\$216,500				\$216,500

Request Narrative

1. Explain the request and provide justification for the need. This initiative also reflects a three-pronged approach to drive enrollment and make CWI more attractive to students.
 - A. With the implementation and expansion of a cybersecurity program there is/will be a need for dedicated Network systems support for both IT Instructional and campus Cyber security programs.
 - B. We have tremendous need for data mining and report writing relative to student success metrics and interventions. Additionally, we have a need for divisional support of institution-wide initiatives relative to student success and completion metrics (via data and system management). This Analyst will be housed within student services, but function across all divisions to collaborate for individual and collective student success.
 - C. We do very well to recruit students from high schools in our service area, but we are not equipped to be as successful as we want to be in recruiting mid-career professionals. The Adult Education Enrollment Counselor will be focused

exclusively on recruiting employed and under-employed persons to begin or complete their degree at CWI.

2. If a supplemental, what emergency is being addressed?
Not applicable.
3. Indicate existing base of PC, OE, and/or CO by source for this request. These 3 FTE positions are new positions that have not been funded in prior years. The existing IT support base will be increased by 1 FTE; The advisor for student success will complement existing analysts in other areas; The advisor for Student retention position is designed to improve persistence, retention, and graduation rates.
4. What resources are necessary to implement this request?
This request is for 3.0 FT. Each position will need a new computer and desk, and the IT position will need training on software/hardware that is used in the IT programs.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Network Systems Administrator	\$56,500	FT 1.0	Yes	July 1, 2022	12 months
Advisor, Student Success	\$55,000	FT 1.0	Yes	July 1, 2022	12 months
Advisor, Student Retention	\$40,000	FT 1.0	Yes	July 1, 2022	12 months

6. Will staff be re-directed? If so, describe impact and show changes on org chart.
Not applicable – existing staff will not be reallocated.
7. Detail any current one-time or ongoing OE or CO and any other future cost.
All equipment will come out of the programmatic budgets.
8. Describe method of calculation (RFI, market cost, etc.) and contingencies.
Salaries are based on estimated market costs. Internal compensation and leveling practices were utilized, in accordance with state standards. Supplemental internal funding may be required depending on market conditions at the time of hiring.
9. Provide detail about the revenue assumptions supporting this request.
A) Not applicable – No revenue is tied to this position. The position supports programmatic enrollment growth.
B) This position will make current processes more efficient and effective for the entire

division of Enrollment & Student Services (105 staff members). It is assumed that this will increase recruitment and retention, and thus increase revenue.

C) This position will work with faculty and staff members to save students who may, without intervention, not be successful. It is assumed that they will support student success which will lead to an increase in revenue.

10. Who is being served by this request and what is the impact if not funded?

A) Students and faculty of IT programs will be served by this position. Inefficient or ineffective access to achieve student outcomes will impact if the request is not funded.

B) Even as the primary persons served by the Analyst will be faculty and staff members, students will be positively impacted by our increased ability to serve them quickly and accurately, having accounted for their individual needs. Not funding this position will leave cracks in the system that students will fall through.

C) The community will be the recipient of the services provided by this individual; mid-career professionals need continual education whether they change careers or not. If not funded, we will not be able to successfully recruit those who have some credits, but no degree and we will not be supporting the state economy in a number of ways that are possible with this funding.

AGENCY: Agricultural Research & Ext

Agency No.: 514

FY 2023 Request

FUNCTION:

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

CAFE Support & 4-H STEM					
A: Decision Unit No: 12.01	Title: Education		Priority Ranking 1 of 1		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	\$182,400				\$182,400
2. Benefits	66,200				66,200
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$248,600				\$248,600
OPERATING EXPENDITURES by summary object:					
1. Travel - 4-H STEM	\$10,000				\$10,000
2. Educational resources	20,000				20,000
3. Travel - CAFE operations	7,500				7,500
4. Materials & supplies - CAFE	25,000				25,000
TOTAL OPERATING EXPENDITURES:	\$62,500				\$62,500
CAPITAL OUTLAY by summary object:					
1. PowerProbe Soil Sampler	\$40,800				\$40,800
TOTAL CAPITAL OUTLAY:	\$40,800				\$40,800
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$351,900				\$351,900

Request Narrative

1. Explain the request and provide justification for the need.

The University of Idaho's Center for Agriculture, Food, and the Environment (CAFE) based in Rupert is critical to the Governor's Building Idaho's Future initiative. Design of the CAFE research dairy is nearly complete with construction set to begin in 2022. In addition, significant agronomic research activities have begun in the fields surrounding the dairy site. The agronomic research has a strong focus on impact of manure production

and application to soil and water health, and methods to mitigate environmental impacts. The success of future research in this area is dependent upon gathering baseline data on the attributes of current soil and water quality on the CAFE acreage (640 acres) at Rupert. Since U of I's acquisition of the Rupert property, substantial soil sampling has been conducted including installation of numerous sensors to monitor soil moisture, environment, and fluxes of various gases. Over 1,600 samples (4,000 pounds) of soil have been collected at CAFE the past 2 years, with soil samples being transported to the U of I Moscow campus for analysis, and taken back to Rupert for storage for the future.

Hiring staff to support the ongoing operations at the Rupert site is critical to launch the long term research efforts at CAFE on environmental impacts of dairy production on soil and water health. Faculty and staff from other Research and Extension Centers (IAES) that comprise the university's Idaho Agricultural Experiment Station have spent considerable time at the Rupert site to demonstrate the value for research.

This request follows the model of operations at other IAES Research and Extension Centers in which an operations manager oversees the operations and support staff ensure the research runs smoothly. We request two (2) comparable positions to support operations and research at Rupert.

The first position at CAFE requiring requested funding is the **operations manager** at the Rupert site. This position is requested to coordinate the research and demonstration plots on site, and prepare for cows to be on site in 2023. The operations manager will oversee maintenance of the land and facilitation of researchers needs; provide assistance in evaluating timelines, proposed research systems and procedures to facilitate multiple concurrent research objectives; and make recommendation for operational changes when necessary and assist in implementation of new processes. In short, the operations manager will improve access for research, which has already provided a return on investment by bringing large amounts of competitive federal, state, and industry funding (over \$10 million to date) for research at the Rupert site.

The second position at the CAFE Rupert site is a **research support scientist** who is needed to sample soil and monitor and maintain the various data gathering sensors, weather monitoring equipment, and irrigation systems in the 640 acres located there. Care of the valuable research infrastructure requires a skilled support scientist who can continuously evaluate conditions and data while supporting further federal- and industry-funded grant submissions. This individual will report to the operations manager to assist in coordination of field use while aiding faculty from across the state who have established long-term research studies at Rupert.

We are also requesting funding to establish one (1) new **4-H STEM Area Extension Educator** to deliver critical STEM education to Idaho youth in the areas showcased through precision and regenerative agriculture research conducted at CAFE. As important as CAFE is to determining important research findings for the long term sustainability of Idaho's dairy and agricultural industries to Building Idaho's Future, educating Idaho's youth on the technology and scientific principles that create that research can be

accomplished through support of an additional 4-H STEM Area Extension Educator. This request includes supporting funds for programmatic expenses and travel funds, related to education of Idaho's youth in STEM areas consistent with the vision for economically and environmentally sustainable Idaho dairy production. This STEM Extension Educator is being requested to increase engagement with more youth, 4-H volunteers, and community leaders in Idaho communities in the development of STEM knowledge and skills, postsecondary educational opportunities, and career awareness particularly related to precision agriculture technology, and biological/chemistry concepts related to sustainable and regenerative agriculture.

Currently, UI Extension 4-H Youth Development offers non-formal K-12 educational programming in all counties in Idaho serving over 55,000 youth annually. UI Extension 4-H has led in developing STEM opportunities for Idaho youth, reaching 13,000 youth annually. Demand for these programs has grown rapidly, and has increased with the learning loss many of our Idaho youth experienced in 2020 and 2021 due to COVID-19. These STEM opportunities include programs in Agricultural, Natural and Biological Sciences, Technology and Engineering, such as Water Quality, Animal Health, Robotics and Drones, Coding, Electronics, 3-D Printing, Physical Computing, and other exciting STEM activities. Additional capacity to run quality educational 4-H STEM programs is needed to meet growing demand from rural and urban communities across Idaho.

2. If a supplemental, what emergency is being addressed?

N/A

3. Indicate existing base of PC, OE, and/or CO by source for this request.

This request is for continuous funding for expanded program development at CAFE and in 4-H activity tied to precision agriculture – areas that are critical to the efficient and effective use of Idaho's natural resources in support of Idaho's vibrant dairy industry and Idaho's large food processing industry.

4. What resources are necessary to implement this request?

See below.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

Title	Salary	FT or PT	Benefit Elig	Date of Hire	Term Service
Operations Manager	\$65,000	FT 1.00 FTE	Yes	July 1, 2023	12-month
Research Support Scientist	\$45,000	FT 1.00 FTE	Yes	July 1, 2023	12-month
4-H STEM Educator	\$72,404	FT 1.00 FTE	Yes	July 1, 2023	12-month

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

Staff will not be re-directed.

7. Detail any current one-time or ongoing OE or CO and any other future costs.

This request is for continuous funding for expanded program development tied to CAFE and precision agriculture. UI Extension is an established network throughout Idaho with a long history of supporting Idaho communities by providing youth and adult educational programs in many needed areas such as agriculture, horticulture, economics, citizenry, and health. As noted earlier, UI Extension 4-H has also made great progress in implementing many STEM programs. However, the newer STEM programs are at capacity with the current staffing level and in some cases are detracting from other community desired programs. Therefore, the requested position would build onto the STEM programs already being conducted by one 4-H Area Educator that was funded in 2019, local institutional knowledge and university-driven expectation for high-quality programs to enable a focus on educational STEM programs.

The request includes ongoing OE funding.

- Educational resources fund of \$20,000/year for the 4-H STEM Educator
- Annual travel budget for the 4-H STEM Educator to reach rural communities at \$10,000
- Annual travel budget of \$7,500 for CAFE operations staff to support maintenance and improvements
- Annual operation expenses of \$25,000 for materials and supplies to maintain equipment, sensors, weather stations, and infrastructure at CAFE in Rupert

Total ongoing request for operating funds is **\$62,500**.

For capital outlay, funds (\$40,840) are requested for a one-time purchase of a **PowerProbe automated soil sampler** (equipment made by a local manufacturer AMS, Inc., in American Falls, ID) to aid in precision sampling of soil at CAFE and throughout the IAES Research and Extension Centers. Soil sampling at Rupert to support decision making in precision agriculture is currently every 0.4 acres to a depth of bedrock or 3 meters. Over 1,600 samples (4,000 pounds) of soil have been collected at CAFE the past 2 years. This extensive sampling will be aided by the PowerProbe system which can be tied to GPS controls for extreme accuracy. In addition, this unit can be moved easily to other locations for use.

Total one-time request for CO is **\$40,840**.

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

All costs are based on market data and costs for comparable positions/research.

9. Provide detail about the revenue assumptions supporting this request.

N/A

10. Who is being served by this request and what is the impact if not funded?

This request is designed to serve the citizenry of the State of Idaho as it addresses key societal issues related to the economic and environmental sustainability of Idaho's dairy production and the feed industries that support it.

Agriculture is one of the biggest industries in Idaho providing a strong economic foundation for the state's success. Idaho's dairy industry has grown dramatically over the past three decades, ranking third nationally with cash receipts exceeding \$2.9 billion in 2020 while employing directly and indirectly nearly 51,000 Idahoans. CAFE provides a base to study the effects of dairies on both crop- and livestock-based agriculture, food-processing and surrounding communities.

Agricultural production associated with dairy in Idaho impacts Idahoans' quality of life in many ways. CAFE research will improve sustainability in the industry by enabling producers, dairies and food processors to adopt practices and policies to meet the sustainability requirements of their customers. These practices include STEM principles as precision and monitoring are inherent.

CAFE research will also address the economic, social and cultural sustainability of rural communities and diverse populations as well as the quality and sustainability of air, land and water resources of the rural communities impacted by the dairy industry.

Additionally, research through CAFE will support the economic vitality of agricultural and food production by expanding markets and food products to increase Idaho's GDP. CAFE will encourage the development of innovative agricultural practices that will support new STEM-related industries developing sensors, critical control modules, and the intellectual

capacity to use these tools in decision-making. Demonstrating to Idaho's youth through 4-H will aid in creating the next generation of skilled labor for Idaho agriculture.

UI Extension 4-H leads STEM programs open to all youth in both rural and urban communities throughout Idaho. This request is designed to build the capacity to scale up our programs to meet the demand to involve and serve more youth across Idaho.

The expected, immediate impacts of this request if funded would be a doubling to tripling of the number of youth in STEM programs such as precision agriculture technology and biological/chemical soil/water processes. We have confidence in this expectation because of feedback from participants and county staff. With this support, we will be able to retain current 4-H members year-to-year by providing higher level education and challenges, and we will be better able to engage new members by making more room for them and by providing the educational support for keeping them involved.

The expected longer-term impacts are increased Go-On Rates and increased interests in pursuing STEM fields. We are confident in stating this impact because our robotics programs alone have improved youth interest in pursuing post-secondary training in STEM fields. Many youth have reported in post-season surveys that they very likely to pursue engineering as a result of their involvement in robotics.

If the funding is not provided, coordinated research and 4-H STEM educational activity via CAFE will be limited leading to a lack of objective, science-based answers to publicly important questions that would educate Idaho's youth and aid Idaho's producers and agricultural industry in adopting practices critical to the industry's sustainability for generations.

IT Narrative (If applicable) – N/A

1. How does this request conform with your agency's IT plan?
2. Is your IT plan approved by the Office of Information Tech. Services?
3. Does the request align with the state's IT plan standards?
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
5. What is the project timeline?

AGENCY: Health Education ProgramsFUNCTION: Graduate Medical
Education

ACTIVITY: Strategic Initiative

Agency No.: 515

Function No.: 04

Activity No.:

FY 2023 Request

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Original Submission X or
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A: Decision Unit No: 12.01	Title: Graduate Medical Education			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$37,000				\$37,000
2. Benefits	15,100				15,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$52,100				\$52,100
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	\$521,000				\$521,000
LUMP SUM:					
GRAND TOTAL	\$573,100				\$573,100

Description:

Due to the 3.1% limit on general fund increases, the GME line items are as follows:

Family Medicine Residencies, \$260,500:

FMRI Boise: \$52,100 for one Boise Family Medicine Resident
\$52,100 for one Addiction Medicine Fellowship
ISU FMR: \$52,100 and 1 FTP for RTT Rexburg Resident
Kootenai FMR: \$52,100 for one CDL Family Medicine Resident
\$52,100 for one FM/Behavioral Health Fellowship

Eastern Idaho Medical Residencies: \$312,600 for six Family Medicine Residents

University of Utah: \$156,300 for three Psychiatry Residents

Attachment Three - FY 2023 Budget Request of the Ten Year GME Plan with 3.1% Funding Cap**Ten Year GME FY 2023 Budget Increase Request***Draft 07.19.21*

Program	Funding per FTE	Existing Residents/Fellows (FY2022)		New Residents / Fellows (FY 2023)		Other		Total FY 2023 Requested Funding Increase
		FTEs	No Increased Funding	FTEs	Funding at \$38,368	FTEs		
<u>Family Medicine Residency of Idaho</u>	\$40,000							
Boise Family Medicine		35		1	\$ 52,100		\$ -	\$ 52,100
Caldwell FM Rural Training Track		9			-		-	-
Magic Valley FM Rural Training Track		6			-		-	-
Nampa Family Medicine		18	<i>funded</i>					
Fellowships (SM, HIV, GER, OB)		4	<i>funded</i>					
Addiction Medicine Fellowship				1	52,100			52,100
Boise Pharm D Resident						1*		
Boise Clinical Psychology Intern						1	<i>funded</i>	
Total		72	\$ -	2	\$ 104,200	2	\$ -	\$ 104,200
<u>Idaho State University</u>	\$40,000							
Pocatello Family Medicine		21		2*			\$ -	\$ -
RTT Rexburg Resident		4	<i>funded</i>	1	52,100		-	52,100
ISU Offset							*75,000	
Total		25	\$ -	3	\$ 52,100		\$ -	\$ 52,100
<u>Kootenai</u>	\$40,000							
Coeur d'Alene Family Medicine		18		1	\$ 52,100		\$ -	\$ 52,100
FM/Behavioral Health Fellowship				1	\$ 52,100			\$ 52,100
				1*				
Total		18	\$ -	2	\$ 104,200		\$ -	\$ 104,200
<u>Boise Internal Medicine</u>	\$20,000 (Increase to 22,500)							
Boise Internal Medicine		29		1*				\$ -
Preliminary Year Intern Program		4					-	-
IM Chief Resident		2						
Addiction Medicine Fellowship				2*			-	
Total		35	\$ -	0	\$ -		\$ -	\$ -
<u>Western Idaho Psychiatry</u>	\$49,725							
Boise Core Program		16 (Already funded above \$45K)		0			\$ -	
Total		16	\$ -	0			\$ -	\$ -
<u>Eastern Idaho Regional Medical Center</u>	\$40,000							
Internal Medicine		30	(Funded)					
Family Medicine		12	(Funded)	6	\$ 312,600			\$ 312,600
Psychiatry				4**				
Total		42	<i>funded</i>	6	\$ 312,600		\$ -	\$ 312,600
<u>Eastern Idaho / ISU/Psychiatry</u>	\$60,000							
UU/ISU Psychiatry		9	<i>funded</i>	3	\$ 156,300		\$ -	\$ 156,300
Total		9	<i>funded</i>	3	\$ 156,300		\$ -	\$ 156,300
Grand Total		217	\$ -	14	\$ 729,400	2	\$ -	\$ 729,400

*If additional funding becomes available in FY 2023

** If psychiatry program accreditation occurs in FY 2022 and additional funding becomes available in FY 2023

AGENCY: Special Programs
FUNCTION: Idaho Geological Survey
ACTIVITY:

Agency No.: 516
 Function No.: 02
 Activity No.:

FY 2023 Request
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A: Decision Unit No: 12.01		Title: Operating Expense Support			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS:					
1. Salaries					
2. Benefits (40.8%)					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES by summary object:					
1. General operating expenses (detailed in #7)	\$28,000				\$28,000
TOTAL OPERATING EXPENDITURES:	\$28,000				\$28,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$28,000				\$28,000

Request Narrative

1. Explain the request and provide justification for the need.

The legislative mandate of the Idaho Geological Survey (IGS) is to collect, interpret and publicly distribute geologic data for the State of Idaho. IGS has been operating on minimal operational funding, typically in the order of a few thousand dollars from the state appropriation. This funding level is not appropriate for the Survey's mission, and it is impacting the ability of IGS to conduct work focused on state priorities. IGS currently bridges the funding needs through grant and contract work, which creates available salary savings used for operational expenses, but ties IGS to contractual obligations taking away from a statewide mandate. Only a few programs can land successful grant funding, and critical programs are left with minimal to no funding (e.g., Geologic Hazards, Economic Geology, Oil & Gas, Hydrogeology). IGS presence on the State territory is currently dictated entirely by contract obligation and does not address directly needs for societal, economic, and public safety priorities of the state of Idaho. Investment in operational

funds for IGS has potential for high return as evident in many well-established economic assessments on benefits for basic geologic investigation¹.

2. If a supplemental, what emergency is being addressed?

N/A

3. Indicate existing base of PC, OE, and/or CO by source for this request.

Requesting \$28,000 in ongoing OE funding to support IGS operations and reduce sole reliance on salary savings achieved through grant and contract work which take away from IGS's ability to meet its statewide mandate.

4. What resources are necessary to implement this request?

\$28,000 in ongoing OE funding.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

N/A

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

N/A

7. Detail any current one-time or ongoing OE or CO and any other future costs.

The request for \$28,000 in continuous funding for OE includes minimum estimate for multi-day trips for economic geologist to mine sites, multi-day trips for hazard related research and monitoring, multi-day trips for hydrogeology related research, multi-day trips for energy related research, State Geologist trips to Boise for Agency governance and interagency collaboration, State Geologist trips to national meetings and government liaisons, specialty software annual licenses and maintenance, support for Oil & Gas research, support for Hydrogeological investigation, and support for geologic hazard related research (landslide and earthquake).

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

All costs for travel are based on state allowed per-diem and mileage. All costs in support of research programs are estimated on IGS 5-year average historic expenditures².

¹ E.g.: <https://www.sciencedirect.com/science/article/pii/S0301420714000804#s0065>

² For context, in FY21 the response to the 03/2020 Stanley earthquake alone costed to date > \$53,000.

9. Provide detail about the revenue assumptions supporting this request.

The current request directly benefits public safety, contributes to minimizing potential losses from natural hazards, and supports and incentivizes industry presence and collaboration across the state.

We do not anticipate increase in revenue for IGS.

10. Who is being served by this request and what is the impact if not funded?

This request is designed to serve the constituents of the State of Idaho as it instrumental to address key scientific, economic, and public safety issues related to the stewardship of natural and mineral resources and the understanding and mitigation of natural hazards.

The Idaho Geological Survey is charged by legislative mandate with addressing geological investigations over the vast and complex territory of the State of Idaho, and to serve citizens and stakeholders in response to specific local, regional, and state-wide needs. Data acquired through monitoring, instrumentation, and direct observation in the field and its interpretation and communication are in support of the economic vitality of industry and private citizens, affect the security and safety of public infrastructure including transportation corridors, and guarantee sustainable management practices for continued prosperity of the numerous state industries, including forestry, agriculture, water, and mineral resources.

As the leading state agency for geological data, IGS' collective knowledge provides critical information to numerous prospective and current companies that are attracted by Idaho's natural resources, with direct impact on the economy of local communities, especially in rural areas, which provide a source of revenue for private businesses and municipalities.

At a broader scale, the services that will be made available through the proposed request will serve the entirety of the state through increased basic scientific and applied knowledge, with direct application to hazard mitigation, infrastructure resilience and limiting losses associated with geologic disasters.

If funding is not provided, the IGS' priorities and ability to operate across the state will be dictated by contractual obligations from external funding sources, leading to a lack of objective, science-based answers to publicly important questions.

IT Narrative (If applicable)

1. How does this request conform with your agency's IT plan?

All IT purchases are processed in alignment with UI IT standard and go through approved UI purchasing processes.

2. Is your IT plan approved by the Office of Information Tech. Services?

No.

3. Does the request align with the state's IT plan standards?
4. Attach any supporting documents from ITS or the Idaho Tech. Authority.
5. What is the project timeline?

AGENCY: Special Programs
 FUNCTION: Small Business Development Center
 ACTIVITY:

Agency No.: 516
 Function No.:05
 Activity No.:

FY 2023 Request
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 Original Submission ____
 or Revision No. ____

A: Decision Unit No: 12.01		Title Business Development			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: <i>Rural Impact</i> <i>(see below for detailed breakdown)</i>	\$16,000				\$16,000
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$16,000				\$16,000

*11.7 FTP reflects the *total* of what is being requested (under General column) and the *existing* FTPs that serve the mission of this line item request that are funded through outside sources (under Federal and Other).

1. Explain the request and provide justification for the need.

Supports institution/agency and Board strategic plans:

This request to add additional business consultants at the Idaho Small Business Development Center supports:

- *Governor Little's Vision & Priority of creating a "Robust Economy in Idaho" specifically his initiative to diversify Idaho's economy in Rural areas.*
- *The State Board of Education's objectives around innovation and economic development, and the increase of access to education for all Idahoans regardless of socioeconomic status, age, or geographic location.*
- *Boise State University's core theme for community commitment.*
- *The Boise State College of Business and Economics' goal to support economic development through collaboration with public and private organizations.*
- *The host college and university goals for outreach to communities and support of economic development.*

Description:

The Idaho Small Business Development Center (SBDC) has been providing no-cost consulting and coaching to Idaho's small businesses and entrepreneurs since 1986 through a network of 6 offices hosted by Idaho's colleges and universities that service all 44 counties in the state. The Procurement Technical Assistance Center (PTAC) has also been providing assistance to businesses on government procurement since 1986. In 2015, the PTAC transitioned from the Idaho Department of Commerce to the Idaho SBDC to complement the services being provided to small businesses.

The COVID-19 Pandemic and ensuing economic crisis affected every part of Idaho. The SBDC network responded to this crisis by being on the front lines of the economic recovery. Critical information was relayed to Idaho Businesses looking to keep their doors open, Agency partners like Labor and Commerce, and the Financial Management leveraged the SBDC network as a trusted voice to deliver information about unemployment, funding opportunities, and grants for Idaho businesses.

Demand for the Idaho SBDC's professional consultants increased by 94% in 2020 over 2019, and year to date is still up 66% over 2019. This significant and sustained increase in demand requires our network to expand to meet this need, particularly in Rural areas of Idaho.

This request is part of a larger initiative to significantly increase the availability of businesses consultants to rural parts of Idaho.

Rural Impact

On average over the past eight years, 23% of Idaho SBDC clients have been located in rural areas. The time spent with these clients has resulted in rural Idaho accounting for; 23% of all new business starts, 26% of all capital raised, 26% of all jobs created, and 25% of all sales in the past six years (from SBDC clients).

Historical Data for SBDC Rural Client Impact:

	2013	2014	2015	2016	2017	2018	2019	2020
<i>% of Rural Clients</i>	23.12%	19.32%	21.65%	23.52%	22.66%	21.80%	22.18%	27.44%
% of Total Rural Impact from all SBDC Clients								
<i>Business Starts</i>	33.82%	13.54%	24.10%	13.10%	16.50%	25.00%	21.21%	38.81
<i>Capital Raised</i>	12.90%	20.00%	13.55%	25.65%	30.67%	53.90%	24.69%	28.62%
<i>Jobs Created</i>	27.30%	16.25%	19.95%	26.00%	45.80%	25.90%	26.60%	19.62%
<i>Sales Growth</i>	17.93%	22.66%	32.82%	40.79%	25.75%	24.75%	18.62%	16.35%

While these statistics are encouraging, there is need and opportunity for improvement. Even with its strong track record of performance, under the current resources, the Idaho SBDC has not been able to significantly increase these measures. The Idaho SBDC conducted a rural awareness study in 2018 that found 47% of the businesses in the study were aware of the SBDC, but only 27% specifically knew about, and utilized its services. To effectively reach rural business owners with one-one-one consulting and high-quality training, the SBDC needs to expand its presence and awareness in rural Idaho.

The request focuses on increasing “on-the-ground” rural development support with remotely located consultants servicing rural communities in Northern Idaho.

The Idaho SBDC has a proven track record of utilizing state and federal funds to deliver solid results for Idaho’s economy. (see table below) We have currently optimized our regional offices across the state, and have the opportunity to focus on the rural need and opportunity, which needs additional resources to effectively reach Idaho’s rural areas. The initial targeted areas will be Sandpoint, Driggs/Victor, and Lewiston

Idaho SBDC Impact Data	2018	2019	2020
Jobs Created	998	808	586
Clients Served	1,661	1,845	2,179
Businesses Started	100	99	67
Sales Growth	\$67M	\$61M	\$40M
Capital Raised	\$50M	\$48M	\$71M
Training Events	265	312	349

Consulting Hours	19,368	20,436	27,070
Current Percent of Rural Clients Served	24%	26%	27%

2. If a supplemental, what emergency is being addressed?

N/A

3. Indicate existing base of PC, OE, and/or CO by source:

Ongoing funding is requested to increase the available hours of one part-time position with the long term goal being to increase the funding beyond the 3.1% cap requested by the Governor (\$16,000) to increase hours for three existing positions and travel to best serve rural areas.

Rural outreach is not something that needs one-time or short-term funding. Our staff need to have a sustained footprint within the rural parts of each region to host training, build relationships, increase our awareness and be available for one-on-one consulting in order to most effectively provide the Idaho SBDC services needed to assist rural businesses succeed.

Two SBDC regional offices have tested a distributed staffing model, whereby business consultants are remotely located in rural areas. This approach has allowed the SBDC consultants to be more responsive to needs of local companies, has built stronger community relationships, and delivered quality consulting. The Idaho SBDC is seeking to expand this approach in additional rural parts of Idaho.

4. What resources are necessary to implement this request?

One office will receive funding to increase hours of one part-time remote rural consultant position. The long term plan is to increase our statewide rural reach by adding new part-time positions to three of our six regions. However, this request is focused on North Idaho as it our most immediate opportunity.

- Personnel: Three new remotely located part-time positions
 - Region I: Rural SBDC Consultant for north Idaho (Sandpoint)

5. List positions, pay grades, full/part-time, benefits, terms of service

Location	<i>Sandpoint</i>
FTP	<i>.5 FTP</i>
Title	<i>Rural Service Consultant</i>

Role Description	<i>New position dedicated to a rural location</i>
Personnel	\$11,200.00
Fringe	\$4,800.00
Travel	\$0.00
Total	\$16,000.00

6. Will staff be redirected? If so, describe impact and show changes on org chart
N/A
7. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, or anticipated grant awards.

\$16,000 is being requested to increase .25 FTP to the SBDC network to increase hours of rural consulting in Coeur d'Alene.

The request is for ongoing funding that would be added to the base.

8. Describe method of calculation

This request used market rates based on current consultant salaries.

9. Provide detail about the revenue assumptions supporting this request

Every dollar invested into the SBDC provides a sizable return to the state of Idaho in tax revenue based on new jobs created in the state. Additionally, each State dollar invested into the SBDC network can be leveraged to increase Federal grants that support the economic development of Idaho. Over the past 10 years, the SBDC has averaged a **5:1 return on investment** for Idaho State funds put into the network. We expect this return ratio to continue upon this increase in base funding.

10. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The request is designed to primarily serve businesses located in Rural parts of Idaho, which accounts for roughly 23% of the total clients served by the Idaho SBDC. Last year the SBDC helped create 586 jobs in the state of Idaho. Of those jobs created, 217 were located in rural parts of Idaho (37% of jobs created). The SBDC also helped rural businesses retain and additional 55 jobs. Those rural businesses accessed \$20.7 million in capital and had sales growth of over \$12.3 million. There is opportunity and need to increase assistance and the economic impact to rural Idaho.

If this request is not funded, the Idaho SBDC will continue serving businesses in the more rural parts of the state in a limited capacity. However, without additional funding, we expect to deliver only a fraction of the impact to small businesses we believe possible in the rural communities; thus not realizing the potential for increased growth of Idaho's businesses.

AGENCY: Board of Education

FUNCTION: Administration

ACTIVITY:

Agency No.: 501

Function No.: 02

Activity No.:

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A: Decision Unit No: 12.01		Title: Software Engineer III			Priority Ranking 1 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$70,800				\$53,200
2. Benefits	25,800				25,800
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$96,600				\$96,600
OPERATING EXPENDITURES by summary object:					
One time knowledge transfer vendor 1	2,500				
One time knowledge transfer vendor 2	2,500				
AWS Training and Certification	400				
Reduction in IT contracts	(61,000)				
TOTAL OPERATING EXPENDITURES:	(\$55,600)				\$1,100
CAPITAL OUTLAY by summary object:					
1. Computer, docking station and monitors	3,000				
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$44,000				\$100,700

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

We are requesting a full-time permanent Software Engineer III to shift development of the Board's student focused web-applications for Apply Idaho, Scholarship Idaho, and Next Steps Idaho from two external vendors to one internal resource. This approach would support development of integrations among and between these applications as well as the State Department of Education's Advanced Opportunities portal.

These integrations will improve access, support, and usability for Idaho student's as they navigate state-supported postsecondary opportunities by:

- Reducing the number of unique logins from four down to one.
- Allowing students easier access to their postsecondary planning tools outside of the classroom.
- Reducing the number of times students must respond to similar questions across the four web-applications.

Additionally, it would provide the Board office complete oversight for development, maintenance, and hosting these applications.

- a. If a supplemental request, explain how this request arises to the level of being an emergency for the agency.

N/A

2. Indicate the specific source of authority, whether in statute or rule, that supports this request.

This position would support the following Idaho State Board of Education student focused initiatives: Direct Admissions (included in Apply Idaho), Apply Idaho, Scholarship Idaho, and Next Steps Idaho as well as work with the incumbent Software Engineer III on the State Department of Education's Advanced Opportunity portal.

3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?

Currently development for Apply Idaho, Scholarship Idaho and Next Steps Idaho is completed by outside vendors working under contract for the Board office.

Apply Idaho and Scholarship Idaho

Current State: The first vendor provides development and maintenance services for Apply Idaho and is currently building Scholarship Idaho in four phases with the final phase completed by June 30, 2022. OSBE currently hosts both applications on internal servers.

Future State: Hiring an additional Software Engineer III would allow the Board office to have full control of new development, maintenance and hosting going forward and would lead to less investment in outside vendor costs. We expect current OE expenditures which cover maintenance, enhancements, and project management with our vendor (\$26,000 for both applications) would shift to cover PC expenditures for this position as well as cover a one-time training expenditure for the current vendor to provide a knowledge transfer of existing systems and technologies implemented to the new position. In the long term we anticipate cost savings by having one Software Engineer III working on both applications by leveraging code between the two. CO costs would continue as-is.

Next Steps Idaho

Current State: Next Steps Idaho is currently designed and developed by a vendor selected through the state's procurement process (RFP). This same vendor is also responsible for overseeing hosting utilizing Amazon's Web Services (AWS). Additionally, the contract with this vendor includes brand management and creative strategies, market research, media strategy, buying and reporting as well as public relations.

Future State: With this position request we would reduce our investment in an external vendor by \$185,500 through assigning development, project management and hosting oversight to our Technology Services unit. We would continue to utilize \$124,000 in OE for outside expertise obtained via an RFP for user experience design as well as continued brand management and creative strategies, market research, media strategy, buying and reporting as well as public relations.

We believe we can commit \$51,000 of this reduction in investment previously and reallocate it toward the new position:

- PC to cover salary and benefits for the new position,
- OE to cover a one-time knowledge transfer from the current vendor on existing systems and technologies implemented to the new position; on-going training for Technology Services staff on AWS technologies, and cover annual AWS hosting costs.

In the long term we anticipate cost savings by leveraging code developed by one Software Engineer III rather than contracting with multiple vendors. This consolidation of development duties would mean code could be executed across not only Next Steps Idaho but also Apply Idaho, Scholarship Idaho and potentially the Advanced Opportunities portal as well.

4. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service.**

Position Title: Software Engineer III
 Pay Grade: M
 Status: Full-time
 Benefit Eligibility: Eligible
 Anticipated Hire Date: July 2022
 Terms of Service: Permanent

- b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request.**

This position would be a part of the Board Office's Technology Services Application Development and Education Data Systems team. It would have the same reporting structure and oversight as incumbent Software Engineer III positions working on other initiatives.

c. List any additional operating funds and capital items needed and note onetime versus ongoing costs.

Initially this position would need the following capital items: computer, monitors and docking station. These capital items would then be included in OSBE's on-going capital replacement plan. OE funds being requested would include a one-time knowledge transfer from both vendors, as well as annual AWS technologies training.

d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?

- Requested PC resources were based on parity with incumbent Software Engineer III in the Technology Services Application Development and Education Data System team.
- Requested OE resources are estimated knowledge transfer costs (not based on an RFI since they are vendor specific) from each vendor as well as estimated AWS Training and Certification costs found at:
https://aws.amazon.com/training/?nc2=sb_tc
- CO resources are based on providing equivalent equipment to that already provided to incumbent Software Engineer III employed at OSBE.

5. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.

Our request is for on-going support of this position. The applications this Software Engineer III would be responsible are integral to the success of the Board's key postsecondary inclusion and access initiatives:

- Direct Admissions- a proactive admissions program established to give more young Idahoans the opportunity to obtain a professional certificate or accredited degree, this initiative removes barriers and encourages high school graduates to extend their training before entering the workforce.

- Apply Idaho – is a free common college application available to Idaho high school seniors that can be sent to as many as 10 accredited in-state colleges.
- Scholarship Idaho – a scholarship application system for scholarships administered by the State Board of Education with funding from a variety of sources.
- Next Steps Idaho – sponsored by Board, in partnership with Idaho's employers and the state's Workforce Development Council, this comprehensive clearinghouse of resources and tools pertaining to education, training, and career exploration and development intends to demystify post-high school landscape, helps Idahoans discover resources and purpose and it trusted by parents and prescribed by counselors and career advisors.
- Advanced Opportunities Portal – this application supports Idaho students, their parents, and Idaho schools' input and track funding requests for overload courses, dual credits and exams included as part of the state's Advanced Opportunity program.

6. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The request would have an immediate impact on Idaho students looking to pursuing postsecondary opportunities via our state's Workforce Training Centers, community colleges and four-year institutions. One goal for bringing these applications in-house is to streamline the login process for students. Currently each application requires separate login credentials, but with all applications in-house we could work toward SSO thereby allowing students to utilize only one username and password to access state sponsored education tools. This would also impact educators who would not have to consistently spend valuable class time assisting students in resetting passwords.

A second goal is to be able to integrate these applications as much as possible to reduce the duplicative data entry students are currently required to provide. Integration would allow data to flow between these applications thereby reducing application time for students and provide more consistent data entry which would enhance and speed up the annual scholarship awarding process and provide more consistency in annual reports.

As a by-product of bringing these applications in-house the state would have increased flexibility to respond to stakeholder and partner agency needs. Within the current structure, when a stakeholder or partner organizations makes a request for new content, a change orders must be processed with the vendor(s) and additionally there must be available funding within the vendor contract to pursue the project. With the development in-house we could increase our responsiveness

since it would be a matter of internal reprioritization rather than first looking at available funds and then processing additional paperwork.

If the request for a Software Engineer III is not funded, then we will miss out on the opportunity to make navigating postsecondary opportunities easier for Idaho students as well as continue to experience lags in our ability to respond to stakeholder and partner organization needs.

AGENCY: Board of Education

FUNCTION: Administration

ACTIVITY:

Agency No.: 501

Function No.: 02

Activity No.:

FY 2023 Request

Page 1_ of 3 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.02		Title: Project Coordinator			Priority Ranking 2 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$53,200				\$53,200
2. Benefits	22,300				22,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$75,600				\$75,600
OPERATING EXPENDITURES by summary object:					
1. PC and monitor	\$1,100				\$1,100
TOTAL OPERATING EXPENDITURES:	\$1,100				\$1,100
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$76,700				\$76,700

Description:

Project Coordinator to support strategic planning, administrative rulemaking, and other operational demands related to fulfillment of Board governance responsibilities and advancement of Board priorities.

Questions:

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

This position would support the Chief Planning and Policy Officer (CPPO) to help fulfill statutory requirements. The CPPO performs analysis of statewide and Board education policy, including the identification, development and coordination of state education policy through proposed legislation and administrative rules. The CPPO works with our DAG to draft all legislative language and proposed/pending administrative rules. The CPPO

provides interpretations of state education statutes, administrative rules, and Board policy to education stakeholders including school districts, postsecondary institutions, state agencies and state policy makers. The CPPO provides technical assistance to school districts and other education stakeholders on compliance with state laws and Board policy, including, review and feedback on various plans (e.g. school district literacy and continuous improvement plans and postsecondary institution and agency strategic plans) that are required to be submitted to the State Board of Education. The CPPO provides staff support to the Board's Policy, Planning and Government Affairs Committee. The CPPO oversees strategic planning development and coordination for the State Board of Education, the Office of the State Board of Education, and the statewide educational system. For three consecutive years the CPPO provided technical support and subject matter expertise to the legislature's interim committee on the public school funding formula. In 2019 the CPPO provided technical support and subject matter expertise to the Governor's Our Kids, Idaho's Future Task Force. The CPPO has direct supervision of three staff. The CPPO is part of OSBE's senior management team providing strategic leadership to the Board and its executive director.

The current workload for the CPPO is unreasonable and unsustainable, which creates bottlenecks in Board business processes. While some tasks are one-time in nature (e.g. interim committees and task forces), history has shown something else will come along that will place equal demands on the CPPO's time and subject matter expertise. The requested Project Coordinator would be a mid-level position with the knowledge, skills and abilities to fulfill certain responsibilities currently performed by the CPPO in order to allow the CPPO to focus on higher level duties and mission fulfillment.

Examples of responsibilities include, but are not limited to: (1) coordination with the postsecondary institutions and agencies under the Board governance and oversight on the submittal of annual strategic plan updates to the Board and submittal of said plans to the Division of Financial Management following Board approval; (2) coordination of requests for policy and administrative rule amendments; (3) coordination and scheduling of public forums around various Board initiatives; and (4) coordination of the annual negotiated rulemaking process.

2. Indicate the specific source of authority, whether in statute or rule, that supports this request.

Strategic Plans: Idaho Code § 67-1901 et seq.

Administrative Rulemaking: Idaho Constitution Art. IX, §2; Idaho Code § 33-105

3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?

1 FTP salary = \$53,200 + benefits, General Funds

4. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service.

Project Coordinator; pay grade L; full-time; benefit eligible; July 1, 2022 date of hire; non-classified

b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request.

Presently, the CPPO performs all work related to reviewing strategic plans for all 22 agencies, institutions and programs under the aegis of the State Board prior to review and approval by the Board and submission to DFM pursuant to Idaho Code § 67-1903(1). The CPPO is also responsible for overseeing the entire administrative rules and rulemaking process for the State Board of Education, State Department of Education, Division of Career Technical Education and Division of Vocational Rehabilitation. This includes drafting notices for publication in the Administrative Rules Bulletin, drafting the rules, conducting negotiated rulemaking hearings, and working with the Dept. of Administration and DFM rules coordinators. The CPPO also presents all administrative rules promulgated by the Board to the germane committees of the legislature as part of the legislative rules review process. The workload necessary to fulfill these two responsibilities alone is vastly time consuming, yet only represents a fraction of the CPPO's overall role and responsibilities.

The Project Coordinator would assume responsibility for the annual collection, coordination and review of the 22 strategic plans. The position would also fulfill the role of administrative rules coordinator for OSBE, which requires sophisticated oversight, attention to detail and content awareness.

c. List any additional operating funds and capital items needed and note onetime versus ongoing costs. \$850 for standard desktop computer and \$280 for flat panel monitor (onetime).

d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?

PC costs based on DHR Job Classification for Project Coordinator

CO costs based on Budget Development Manuel, Budget Estimate Guidelines, Figure 6, page 25.

5. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.

PC is ongoing, CO is one-time.

6. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The Governor's Office, Legislature, State Board of Education, DFM, State Department of Education, Division of Career Technical Education and Division of Vocational Rehabilitation, school districts, students and education stakeholders will all be served by this request. Failure to fund the request will directly impair the ability of the State Board to fulfill certain statutory responsibilities.

AGENCY: Board of Education

Agency No.: 501

FY 2023 Request

FUNCTION: Administration

Function No.: 02

Page 1_ of _3 Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.03		Title: Chief Audit Executive			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$130,000				\$130,000
2. Benefits	37,700				37,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$167,700				\$167,700
OPERATING EXPENDITURES by summary object:					
1. Travel Expenses	\$10,000				\$10,000
2. Office Supplies	2,500				2,500
3. Conference-maintain certification	2,500				2,500
TOTAL OPERATING EXPENDITURES:	\$15,000				\$15,000
CAPITAL OUTLAY by summary object:					
1. Computer, docking station and monitors	\$3,000				\$3,000
TOTAL CAPITAL OUTLAY:	\$3,000				\$3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$185,700				\$185,700

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

The request is to fund a Chief Audit Executive to oversee the direction of the internal audit functions at the four four-year institutions. This position will support the institutions through the standardization of processes, by establishing common standards and practices for consistency in Internal Audit at Boise State University, Idaho State University, Lewis-Clark State College, and The University of Idaho. This position will become a member of the Office of the State Board of Education and will develop a proposal to reduce costs and generate efficiencies by consolidation.

The position currently exists at Boise State University and is on loan to the Office of the State Board of Education until June 30, 2022, at which time, if approved, the position will formally move. The work of the first year will be to develop a consolidated system in conjunction with the Audit Committee of the State Board of Education, which is anticipated to save more than \$100,000 in cost savings.

The funding for this position will come from all the four-year universities, and proportionally divided based on general fund appropriation. No new funding request is being made for this position, which will be housed at the Office of the State Board of Education. The Chief Audit Executive will report to the Audit Committee of the State Board of Education.

Next year the FY 2024 budget request for all internal audit functions will be submitted which will also require funding to be transferred to the Office of the State Board of Education.

a. If a supplemental request, explain how this request arises to the level of being an emergency for the agency.

N/A

2. Indicate the specific source of authority, whether in statute or rule, that supports this request.

3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?

There is no current funding in the Board Office but the funds to support this will be appropriated through deductions at the institutions that will support the single Chief Audit Executive and the OE/CO to support the position.

4. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service.

One Chief Audit Executive at \$130,000, full-time, benefit eligible. If approved, the position would move to the Office of the State Board of Education effective July 1, 2022.

b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request.

The Chief Audit Executive at the Office of the State Board of Education would have an oversight role on process, and policies and will develop audit plans for all of the institutions to seek to gain efficiencies. There will eventually be direct personnel reporting from the institutions to this new position, but the process for that transition will

be part of the work the Chief Audit Executive does while on loan to OSBE in this first year.

c. List any additional operating funds and capital items needed and note onetime versus ongoing costs.

One-time costs would include a desk and computer workstation which are one-time funds. Ongoing costs would be travel to the institutions at least once annually.

d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?

The position was established based on the salaries within the state for internal auditors, and within state systems. OE was based on estimates of travel in the first year, as well as general supplies and annual conferences to keep certifications in order. CO was based on the traditional cost per work station and travel was based on previous estimates of travel to the various institutions.

5. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.

No additional funding is being requested for appropriation. We request the transfer of funding from the four four-year higher education institutions. and the authority to add one FTE to the Office of the State Board of Education.

6. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This supports the work of the Higher Education Task Force to find efficiencies. This will, however, create greater coordination with the Audit Committee and greater standardization of the audit guidelines for all institutions. This requires no further appropriation but could result in significant savings.

AGENCY: Board of Education

FUNCTION: Administration

ACTIVITY:

Agency No.: 501

Function No.: 02

Activity No.:

FY 2023 Request

Page 1_ of 3 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.04		Title: Systemwide Risk Manager			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	\$105,000				\$105,000
2. Benefits	32,700				32,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$137,700				\$137,700
OPERATING EXPENDITURES by summary object:					
1. Travel	\$10,000				\$10,000
2. Office Supplies	2,500				2,500
3.					
TOTAL OPERATING EXPENDITURES:	\$12,500				\$12,500
CAPITAL OUTLAY by summary object:					
1. Computer, docking station and monitors	\$3,000				\$3,000
TOTAL CAPITAL OUTLAY:	\$3,000				\$3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$153,200				\$153,200

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

The request is to fund a Systemwide Risk Manager to oversee the direction of risk management at the four four-year institutions. This position will support the institutions through the standardization of policy, through collaborative insurance purchasing, and by establishing common standards and practices for consistency at Boise State University, Idaho State University, Lewis-Clark State College, and The University of Idaho. The funding for this position will come from the three universities, and proportionally divided based on general fund appropriation. No new funding request is being made for this position, which will be housed at the Office of the State Board of Education.

a. If a supplemental request, explain how this request arises to the level of being an emergency for the agency.

N/A

2. Indicate the specific source of authority, whether in statute or rule, that supports this request.

3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?

There is no current funding in the Board Office but the funds to support this will be appropriated through deductions at the institutions that will support the single Systemwide Risk Manager and the OE/CO to support the position.

4. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service.

One Systemwide Risk Manager at \$105,000, full-time, benefit eligible. If approved, the position would move to the Office of the State Board of Education effective July 1, 2022.

b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request.

The Systemwide Risk Manager at the Office of the State Board of Education would have an oversight role on process, policies and insurance procurement for policies specialized for higher education institutions. There would not be direct personnel reporting from the institutions to this new position.

c. List any additional operating funds and capital items needed and note onetime versus ongoing costs.

One-time costs would include a desk and computer workstation which are one-time funds. Ongoing costs would be travel to the institutions at least once annually.

d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?

The position was established based on the salaries within the state for risk management positions. CO was based on the traditional cost per work station and travel was based on previous estimates of travel to the various institutions.

5. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.

No additional funding is being requested for appropriation. We request the transfer of funding from the three universities and the spending authority to add one FTE to the Office of the State Board of Education.

6. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This supports the work of the Higher Education Task Force to find efficiencies. In reviewing options, a committee determined that there is likely not going to be an overall savings in PC. However, by working together for training, policy development and insurance policies, there will likely be savings by having the institutions work together.

AGENCY: Public Broadcasting
FUNCTION: Idaho Public Broadcasting
ACTIVITY: N/A

Agency No.: 520
 Function No.: 01
 Activity No.: N/A

FY 2023 Request
 Page 1 of 4 Pages
 Original Submission X or
 Revision No. ____

A: Decision Unit No: 12.01		Title: Increase in Private Fund Spending Authority			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)		N/A			N/A
PERSONNEL COSTS:					
1. Salaries		\$348,000			\$348,000
2. Benefits		52,000			52,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:		\$400,000			\$400,000
OPERATING EXPENDITURES by summary object:					
5010: Program Rights (Media)		\$360,000			\$360,000
5020: Postage & Mail		60,000			60,000
5190: Advertising		80,000			80,000
TOTAL OPERATING EXPENDITURES:		\$500,000			\$500,000
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL		\$900,000			\$900,000

Request Narrative

1. Explain the request and provide justification for the need.

Since SFY 2017, IdahoPTV and its component unit, Friends of Idaho Public Television has seen a steady increase in its membership and sponsorship (Local Production underwriting) revenue. In fact membership revenue has increased by over \$930,000 from SFY 2017 to SFY 2021. This is a 34.5% increase. In addition the sponsorship revenue for local production has increased by over \$400,000 or 128.9% over the same time period. These increases add up to an overall increase of \$1,330,000.

Conversely, the dedicated, ongoing, total appropriation spending authority from SFY 2017 to SFY 2021 only increased by \$249,000 or 4.3%.

Because of this discrepancy, IdahoPTV is asking for an increase in its ongoing spending authority of \$900,000 for its dedicated/private funds to meet some pressing needs within the station.

IdahoPTV is requesting an allocation of this ongoing spending authority between personnel (\$400,000) and operating (\$500,000).

There are several reasons for the requested increase of \$400,000 in private dollar personnel spending authority:

- The station does a lot of production work utilizing group or temporary employees. For example in SFY 2021 group employees were heavily involved with the production of “Capitol of Light Turns 100” & “Resilient Idaho: Hope Lives here”. The production team enjoys working on these types of projects. Production projects like these help IdahoPTV establish new partners in the community. Group or temporary employees are critical with helping us tell important Idaho stories.*
- In our SFY 2021 our engineering department saw a substantial increase in the number of seasonal employees needed for Idaho in Session. We expect this need to continue. With the recent passing of one of the stations Chief Regional Engineer and with many of our Regional Engineer approaching retirement age, we anticipate a need for additional regional engineering support.*
- In SFY 2022, IdahoPTV is going to work with the State Division of Human Resources (DHR) on addressing some compensation concerns within the organization. When compared with other Public Television Stations of similar size, the compensation for some IdahoPTV is below average for several of its positions. We want to address this need within our station so we can retain our talented staff in key areas within the organization.*

Here are the reasons we are requesting an ongoing increase of \$500,000 in operating private dollar spending authority:

- Since SFY 2017, we have seen a significant increase in the cost of securing content for our five over-the-air channels and our **On Demand** content available via computer or other streaming device. In SFY 2017 we paid approximately \$1.32 million. In SFY 2022, we are budgeting \$1.68 million due to expected increases communicated to us by our content suppliers. (Ongoing increase of \$360,000)*
- We are looking to invest in creative ways to expand our donor base such as purchasing targeted direct mailing lists. (Ongoing increase estimated at \$60,000)*
- We are looking to increase our advertising spend in SFY 2023 and beyond to reach potential donors who have recently moved into the state and/or accessing our content via streaming. In addition, we are looking to increase our advertising spend to educate parents and teachers regarding the educational resources available through IdahoPTV. (Ongoing increase estimated at \$80,000)*
- We are also seeing an increase in our production costs for local programming like: Outdoor Idaho & Idaho Experience.*

2. If a supplemental, what emergency is being addressed?

This is a line item request.

3. Indicate existing base of PC, OE, and/or CO by source for this request.

IdahoPTV's ongoing dedicated/private dollar fund in SFY 2022 is the following:

Personnel: \$3,690,600

Operating: \$2,432,900

Total: \$6,123,500

If this ongoing increase is approved, it will increase these totals to the following:

Personnel: \$4,090,600

Operating: \$2,932,900

Total: \$7,023,500

While this is a 14.7% increase over IdahoPTV's original SFY 2022 appropriation we have the ongoing funds available to meet this increase and important needs within the organization that we can satisfy with this ongoing increase.

4. What resources are necessary to implement this request?

We have the current staff to administer the appropriate spending and monitoring of this requested increase in spending authority.

5. List positions, pay grades, full/part-time status, benefits, terms of service.

While no additional FTP authority is associated with this request, we will utilize group/temporary employees to meet our increased demand in production and engineering.

In addition, IdahoPTV is going to work (and will continue to work) with DHR on addressing some compensation concerns within the organization. When compared with other Public Television Stations of similar size, the compensation for some IdahoPTV is below average for several of its positions. We want to address this need within our station so we can retain our talented staff in key areas within the organization.

6. Will staff be re-directed? If so, describe impact and show changes on org chart.

No, staff will not be re-directed.

7. Detail any current one-time or ongoing OE or CO and any other future costs.

If funded, this request will not have any additional impact on one-time or ongoing OE or CO expenditures. We will not obligate the State of Idaho or IdahoPTV to any future costs that we cannot maintain within our legislative appropriation.

8. Describe method of calculation (RFI, market cost, etc.) and contingencies.

Historical costs and market trends were used for determine amount of additional ongoing spending authority needed to meet IdahoPTV's needs in SFY 2023.

9. Provide detail about the revenue assumptions supporting this request.

As mentioned above, since SFY 2017, IdahoPTV and its component unit, Friends of Idaho Public Television has seen a steady increase in its membership and sponsorship (Local Production underwriting) revenue. In fact membership revenue has increased by over \$930,000 from SFY 2017 to SFY 2021. This is a 34.5% increase. In addition the sponsorship revenue for local production has increased by over \$400,000 or 128.9% over the same time period. These increases add up to an overall increase of \$1,330,000.

10. Who is being served by this request and what is the impact if not funded?

The citizens of Idaho, but in particular our donors who generously support IdahoPTV. They want us to invest their money so we can continue to broadcast quality local and national programming.

If this additional spending authority is not authorized, it will severely hamper IdahoPTV's ability to meet its seasonal staffing needs, its retention of high performing staff, and it will limit our ability to reach potential donors.

AGENCY: Idaho State Council for the Deaf and Hard of Hearing (CDHH)

FUNCTION: CDHH Administration

ACTIVITY: CDHH

Agency No.: 523

Function No.: 01

Activity No.:

FY 2023 Request

Page 1 of 5 Pages

Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Deaf and HH Program Specialist			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries Pay Grade M	\$60,100				\$60,100
2. Benefits	24,700				24,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	\$84,800				\$84,800
OPERATING EXPENDITURES by summary object:					
1. Travel	\$4,000				\$4,000
2. IT Support/Cell phone	1,800				1,800
3.					
TOTAL OPERATING EXPENDITURES:	\$5,800				\$5,800
CAPITAL OUTLAY by summary object:					
1. PC and workstation set-up	\$3,000				\$3,000
2. Cell phone	400				400
TOTAL CAPITAL OUTLAY:	\$3,400				\$3,400
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$94,000				\$94,000

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Council for the Deaf and Hard of Hearing is requesting one (1) additional Full Time Employee (FTE) identified as Deaf and Hard of Hearing Program Specialist. The Council for the Deaf and Hard of Hearing is a unique state agency following its mission of being *"Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as*

active, productive and independent citizens.” Using the formula of 13% provided by the Gallaudet Research Institute, an estimated 237,498 people in Idaho have hearing loss:

Total Idaho Population	1,826,913
Total Hearing Loss	237,498 (13%)
Severe Hearing Loss	36,538 (2.2%)
Profound Hearing Loss (deaf)	3,653 (.22%)

Currently, there are only **3.5 FTE's** working for the Council, the Executive Director, Administrative Assistant, Communication and Outreach Coordinator, and ASL Interpreter. With the establishment of Idaho Sound Beginnings (newborn hearing screening) children who have hearing loss are being identified earlier, baby-boomers are increasing, and veterans are returning to civilian life. **During the last several years, Idaho saw a huge influx of people moving into the state, including deaf and hard of hearing individuals.** The aforementioned causes the need for an additional staff member to provide specific functions for the Council. The role of the Deaf and Hard of Hearing Program Specialist would be to provide support of the Council's role, services, and programs throughout the state of Idaho. Strategies may include aiding deaf and hard of hearing individuals to access goods and services at all levels of state and local government as well as all facets of life. The specialist will also assist both deaf and hard of hearing consumers in understanding their rights and responsibilities related to equal access, resolving issues of barriers to communication, filing complaint for non-compliant service providers and education on a wide range of topics to improve quality of life.

One-time funds for initial office set up as desk, chair, desktop computers, monitors are also being requested.

Currently there is no agency staffing for this position and no funding by source is in the base.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

The title of this position is: Deaf and Hard of Hearing Program Specialist

Pay Grade: M

Full Time Status

Full Benefits

Anticipated Date of Hire: July 1, 2022

Terms of Service: NA

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing Human Resources would be redirected to hire candidate. If this position were approved and funded, it would allow the current staff members to spend 100% of their quality time on their assigned duties.

Currently, more than 75% of the time spent by the agency staff is consumed focusing on systemic issues and relations rather than on customers themselves. The examples of significant percentages of time spent were on outreach, education and collaboration with other agencies and organizations to assist them with understanding their obligations under the Americans with Disabilities Act (ADA) and on how to serve the deaf community, leaving very little time for consumer-based direct services and support.

This position would relieve some of the burdens of the current staff to provide the necessary services as mandated by Idaho Code Chapter 67, Title 73

- c. List any additional operating funds and capital items needed.

Capital items: Workstation set up to include desk, chair, computer with monitors, cell phone. Estimated at \$3,400

Ongoing operation expenses:

Phone	50.70 x 12	\$ 600.00/annually
IT Support	100.00 x 12	\$1,200.00/annually
Overnight travel	10 x \$130	\$1,300.00/annually
Per Diem	20 x \$49	\$ 980.00/annually
Flights	4 x \$400	\$1,600.00/annually

Total estimated OE: **\$5,680.00**

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Ongoing request	\$ 90,600
One Time request	\$ 3,400

All funds will be from General Funds. There are no expectations of additional grant monies or federal monies. There are no external funding available that is in line with the objectives, mission and responsibilities/duties of the Council.

If the request is not funded, CDHH will be unable to fully utilize the collaborative relationship with community organizations, local and state governmental entities, and proactively develop a presence for our Council and the programs and services provided.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Local, state agencies, businesses, and primarily the 203,785 deaf and hard of hearing citizens will be served by this request. Idaho's Deaf and Hard of Hearing population has grown exponentially. This request allows for areas and individuals that are not currently served by the limited staff of CDHH to be included in the mission of the Council.

For the past two decade the deaf and hard of hearing population grew and assimilated much more deeply into the society more than ever before which demands more information and resources. The current staff finds it very difficult meeting the growing demands.

If this request is not funded, Idaho's deaf and hard of hearing population will continue to be underserved.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

N/A. No request for FTE was presented on our line item last year.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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SUBJECT

FY 2023 Capital Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8. and Section V.K.

BACKGROUND/DISCUSSION

The capital projects request process is separate from the line item budget request process. The Permanent Building Fund Advisory Council (PBFAC), which is supported by the staff of the Division of Public Works (DPW), has three major areas of focus when it considers and develops recommendations on institutional and agency requests for fiscal year construction projects: a) major new construction or remodeling projects, typically costing well over \$1M (referred to as “Capital” or “Part A” projects); b) smaller alteration and repair projects (referred to as “A&R” or “Part B” projects); and c) projects to comply with the Americans with Disabilities Act (“ADA” projects). The institutions must provide their detailed requests to DPW by August 1st, accompanied by updates to the institutions’ rolling six-year capital project budget (“Part C”) plans. The PBFAC will hear agency/institution capital project, A&R, and ADA requests in October. Subsequently, DPW and the PBFAC will review all requests for projects involving Permanent Building Fund (PBF) dollars, and will develop a list of recommended projects for all state entities to fit the projected available PBF dollars for the upcoming legislative cycle. DPW will work with the Division of Financial Management (DFM) and the Legislative Services Office (LSO) to develop, in turn, the Governor’s recommendation and the Legislature’s appropriation for capital, A&R, and ADA projects. The construction and maintenance needs of the higher education institutions (with deferred maintenance needs estimated in hundreds of millions of dollars) far exceed the PBF dollars available for rationing by the PBFAC, Governor and Legislature.

This agenda item deals with Board approval only for the capital project (Part A) requests and projected six-year capital project plans (Part C) from the four 4-year institutions. Summaries of the community colleges’ capital project requests are provided for information only—those requests are vetted by the community colleges’ local boards of trustees prior to submission to PBFAC. This agenda item does not deal with A&R and ADA requests. Projects shown have been prioritized by each institution. A number of these projects were also included in the FY 2021 institution request lists previously approved by the Board. The project descriptions provided below were prepared by the institutions.

Review of FY2022 PBF appropriations:

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

FY2021 Supplemental (H225)

UI Parma Agricultural Research Campus	\$3,000,000
CEI Future Tech Facility	\$3,000,000

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UI Seedling Production Greenhouses	\$ 700,000
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FY2022 (S1172)

CEI Future Tech Facility	\$7,000,000
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FY2023 Capital Project Requests:

Boise State University (BSU) has five major capital projects.

Boise State University's (BSU) first priority is for the renewal, remodel and building addition of the Liberal Arts Building. Liberal Arts is approximately 60,000 square feet and was built in 1967. In addition to the remodel and renewal, the site is able to accommodate a three to four story (22,000-30,000 square feet) addition. Total budget is \$40M with \$18.3M coming from the university and \$21.7M from PBF funds. \$1.7M was received in Alteration & Repair funds in FY2020 for building renovations and roof replacement.

BSU's second priority is for the remodel and renewal of Riverfront Hall. The facility is approximately 67,000 gross square feet and built in 1971. The primary goal is to consolidate the School of Public Service (SPS) in the renewed building. SPS is one of Boise State's premier programs, but is spread across campus, creating numerous challenges for operations and growth. A co-location at Riverfront Hall would negate the need to build a new standalone facility. Total budget is \$22.3M with \$5.5M coming from the university and \$16.83M from PBF funds. \$1.83M was received in Alteration and Repair funds in FY19 for electrical and HVAC upgrades.

BSU's third priority is for the Science Research and Classroom Building. Boise State continues to experience increased demand for facilities that support laboratory-based instruction and research. The new science research building will provide teaching and/or research labs focused on chemistry and biological sciences. With an emphasis on the natural and applied sciences, these laboratories call for highly specific and dedicated environmental controls. Total budget is \$90M with \$20M coming from the university.

BSU's fourth priority is for the remodel and renewal of the Hemingway Center. The facility is approximately 13,500 gross square feet and was built in 1940. Project funds would support a renewal of the entire building, along with addressing the building entrances to ensure compliance with ADA standards. Total budget is \$5.8M with \$800,000 coming from the university.

BSU's fifth priority is for a new Health Sciences Building. The project entails a new building to support fast-paced growth in the College of Health Sciences. Boise State's master plan shows a health sciences quadrangle near the NORCO building, and the project represents the second phase of that long-term buildout. Funds will likely support construction of a 60,000 + gross square foot facility, at 4-5 stories tall. Total budget is \$36.9M with \$16.9M coming from the university.

Idaho State University (ISU) has two major capital projects.

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ISU's first priority is for the remodel of Leonard Hall which houses the Doctor of Pharmacy program. The remodel includes a total of 15,700 square feet on the basement and second floor. This will allow for program expansion and research capabilities. The total cost will be \$20,200,000 with \$3,400,000 coming from PBF funds.

ISU's second priority is for Heat Plant upgrades and replacements. The boilers in the Heat Plant have exceeded their life expectancy, two of the three boilers are 60 plus years old and in poor condition. This will reduce utility and operational costs and enable the Heat Plant and steam tunnels to function into the future. The total cost will be \$12,000,000 coming from PBF funds.

University of Idaho (UI) has four major capital projects.

UI's first priority is for the Joint ROTC Facility and Nez Perce Neighborhood Improvements. This project includes renovation of the existing Targhee Hall and the creation of a new parking facility. The total cost will be \$7,500,000 with \$6,500,000 coming from PBF funds.

UI's second priority is for the McCall Field Campus Improvements. This project will add a new dining lodge and kitchen supporting the residential academic programming and research initiatives. This will add approximately 8,960 square feet using \$5,000,000 of PBF funds.

UI's third priority is for the Rinker Rock Creek Ranch Education & Research Facility. This project includes basic facility improvements which will support and enhance the rangeland management and animal science curriculum related to livestock grazing, sage grouse, wildfire, water quality and recreation. This request is for \$1,350,000 PBF funds.

UI's fourth priority is for the West Campus Event Parking and Support Facilities located on the west side of the main campus. The parking lot will contain approximately 650 parking stalls with a total PBF budget of \$4,000,000.

Lewis-Clark State College (LCSC) has three major capital projects

LCSC's first priority is the Wittman Complex Repurpose/Renovation and Expansion of Diesel Program. With the completion of the new CTE building, the diesel program will have opportunity for growth, on campus, by expanding into the space vacated by the HVAC-R program and remodeling their current shop. Therefore, LCSC requests funding for the expansion and enhancement of the Diesel Technology program. Cost estimate based on Scope-Of-Work, \$3,763,200 in PBF funds.

LCSC's second priority is for the Sam Glenn Complex remodel. The Sam Glenn Complex remodel will replace the failing ceiling tile structure, install new carpeting,

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and address other minor repairs and needed painting. The ceiling tiles have a flaw in the design with the fixture method and need to be repaired as tiles are currently dislodging and falling at random times. The total cost of the project is estimated at \$2,352,000 in PBF funds.

LCSC's third priority is for the Meriwether Lewis Hall Remodel which was built in four phases, with the first constructed in 1970 and remaining phases completed in 1981. As a result, there are two independent HVAC systems that have always competed against each other thus making it difficult to regulate, control and maintain. These systems and the electrical service are considered for energy efficient replacement. Additionally, this facility is due for fire alarm and sprinkler replacement, plumbing upgrades and flooring upgrades. The building has recently received a new roof and LED lighting. The total cost of the project is estimated at \$17,640,000 in PBF funds.

The College of Southern Idaho's (CSI) request is for the Evergreen Building, C-Wing Remodel. This project consists of remodeling approximately 10,000 gross square feet in order to provide flexible classrooms, student work space, and remote learning technology. CSI is requesting \$2,500,000 from PBF and CSI will match \$600,000 (this includes \$500,000 towards construction, \$100,000 for new furniture, fixtures and equipment (FF&E) and CSI will reuse some existing FF&E).

IMPACT

Only Board-approved major capital projects can be forwarded to the PBFAC. Following Board approval, DPW, PBFAC, DFM, and LSO will be informed of the Board's recommendations. A Board representative will brief the PBFAC on the Board's decision and any comments at the October PBFAC meeting, prior to agency presentations of their FY2021 requests.

Board Policy V.K. requires institutions to bring their six-year capital project plans to the Board for review and approval at its regularly scheduled August meeting. These plans span six fiscal years going forward, starting with the upcoming fiscal year (FY2022). Board approval of a six-year plan constitutes advance notice to the Board that an institution or agency may bring a request at a later date for approval for planning and design for one or more of the projects in the institution plan. The institutions can, and very frequently do, update the years two through six components of their six-year plans, based on the approved funding and outcomes of their year one requests. Board approval of the six-year plans also allows the institutions to solicit and accept gifts in support of the projects listed in the approved plans.

ATTACHMENTS

- Attachment 1-FY2023 Major Capital Request Summary
- Attachment 2-Boise State University Six-year Plan
- Attachment 3-Idaho State University Six-year Plan
- Attachment 4-University of Idaho Six-year Plan
- Attachment 5-Lewis-Clark State College Six-year Plan

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Attachment 6-Capital Project Summaries for agencies & institutions

STAFF COMMENTS AND RECOMMENDATIONS

Although current levels of funding from the PBF and other sources are not sufficient to meet the facility needs of the institutions, it is appropriate for the institutions and the Board to highlight the most urgent infrastructure needs in the system. An effective review and rationing system is in place to allocate available dollars to the highest need projects for the FY2023 budget cycle. The FY2023 capital project requests from the institutions are reasonable, and they reflect continuity with previous capital planning efforts. The longer-term wish lists in the rolling six-year capital plans, while largely hypothetical, are a useful advance planning tool.

The attached six-year capital project plans include new projects as well as updated cost estimates.

Staff recommends approval of the institutions' FY2023 capital project requests and their six-year capital project plans.

BOARD ACTION

I move to approve the capital projects listed in the table in Attachment 1 from Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College, and to submit projects requesting Permanent Building Funds to the Permanent Building Fund Advisory Council for the FY2023 budget cycle.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the Six-Year Capital Improvement Plans for FY2023 through FY2028 for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College, as provided in attachments 2-5.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

State Board of Education
FY23 Major Capital Request Summary
(\$ in thousands)

Board Priority	Institution/Agency & Project	Attachment 6 Detail Page	Total Project Cost		FY 2023 Request
			Perm. Building Fund	Total Funds	
1	Boise State University				
2	1 Liberal Arts Renewal, Remodel and Building Addition	1	21,700.0	40,000.0	20,000.0
3	2 Riverfront Hall Remodel and Renewal	3	16,830.0	22,330.0	15,000.0
4	3 Science Research and Classroom Building	5	20,000.0	90,000.0	20,000.0
5	4 Hemingway Center Remodel and Renewal	7	5,000.0	5,800.0	5,000.0
6	5 Health Science Building	9	20,000.0	36,920.0	20,000.0
7	Idaho State University				
8	1 Leoanard Hall Pharmacy	11	3,400.0	20,200.0	3,400.0
9	2 Heat Plant Upgrades and Replacements	12	12,000.0	12,000.0	12,000.0
10	University of Idaho				
11	1 Joint ROTC Facility and Nez Perce Neighborhood Improvement	13	6,500.0	7,500.0	3,250.0
12	2 McCall Field Campus Improvements	24	5,000.0	5,000.0	5,000.0
13	3 Rinker Rock Creek Ranch Education & Research Facility	34	1,350.0	1,350.0	1,350.0
14	4 West Campus Event Parking and Support Facilities	41	4,000.0	4,000.0	2,000.0
15	Lewis-Clark State College				
16	1 Wittman Complex/Mechanical Technical Building System Updat	51	3,763.2	3,763.2	3,763.2
17	2 Sam Glenn Complex Remodel	53	2,352.0	2,352.0	2,352.0
18	3 Meriwether Lewis Hall Remodel	54	17,640.0	17,640.0	17,640.0
19	College of Southern Idaho				
20	1 Evergree Building, C-Wing Remodel	56	3,000.0	3,600.0	3,000.0
21					
22	Total		\$ 142,535.2	\$ 272,455.2	\$ 133,755.2

SIX-YEAR CAPITAL IMPROVEMENT PLAN								
FY 2023 THROUGH FY 2028								
Institution: Boise State University								
Project Title	Est. Cost	Prev. Fund.	FY2023 Total	FY2024 Total	FY2025 Total	FY2026 Total	FY2027 Total	FY2028 Total
Student Housing #1	45,000,000		4,000,000	41,000,000				
Construction Management Expansion	3,000,000		3,000,000					
Liberal Arts Building - Remodel, Renewal and Expansion	40,000,000	1,700,000	38,300,000					
Riverfront Hall - Remodel and Renewal	22,330,000	1,830,000	20,500,000					
University Drive Improvements	4,800,000		300,000	2,250,000	2,250,000			
Albertsons Stadium East Expansion and Improvements	27,000,000			27,000,000				
Central Plant Replacement	20,000,000			20,000,000				
Athletic Facilities and Title IX Upgrades	6,500,000				6,500,000			
On-Campus Parking Structure and Offices	25,000,000				25,000,000			
Science Research Building	83,950,000					5,000,000	78,950,000	
Hemingway Building - Remodel and Renewal	5,800,000					5,800,000		
Health Sciences Building	36,920,000						4,000,000	32,920,000
Leatherman Peak - Phase 2	3,650,000						3,650,000	
Morrison Center Improvements	35,000,000						35,000,000	
Total	358,950,000	3,530,000	66,100,000	90,250,000	33,750,000	10,800,000	121,600,000	32,920,000

Idaho State University

FY 2023

Revision 7/13/2021

Six Year Capital Improvement Budget

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Leonard Hall Pharmacy remodel* (Fundraised \$16.8M for Phase I & part of II)	\$3,400,000					
Life Science Complex	\$79,200,000					
ISU Heat Plant Upgrades and Replacements	\$12,000,000					
Holt Arena Phase 1: Seating, ADA, Access, Seating Upgrades*	\$6,500,000					
Leonard Hall Research Lab Renovation Phase 2 and 3		\$7,000,000				
University Place Polytechnic Building		TBD				
ISU Health and Wellness Center (Clinic Consolidation)		\$44,000,000				
Campus Deferred Maintenance - Frazier Hall, Etc.		\$12,100,000				
Upgrade HVAC, Ceilings, & Lighting, Eli Oboler Library		\$13,170,850				
Remodel 1st Floor Entrance & Circulation, Eli Oboler Library*		\$6,345,518				
Remodel RFC for KDHS Nursing, PAS, Rad Tech, etc..		\$1,452,000				
Greenhouse Addition, Plant Sciences			\$2,420,000			
Remodel Basement Space, Eli Oboler Library			\$2,860,000			
Phase 2 HVAC Upgrades, Administration			\$1,760,000			
Research Lab Renovations, College of Pharmacy, Meridian			\$5,940,000			
Meridian Dental Hygiene Expansion			\$4,400,000			
Holt Arena Phase 2 and 3: Spine and Basketball Arena			\$84,700,000			
Gravelly Hall - Upgrade the heating and cooling system				\$3,162,500		
Beckley Nursing – Asbestos mitigation, ceiling system and lights				\$1,870,000		
Vocarts - Replace, HVAC, Fire Alarm & ADA restrooms					\$1,920,426	
Campus Housing Renovations & Remodeling					\$11,000,000	
Academic Building						\$27,500,000
Six Year Capital Improvement Plan Total	\$332,701,294	\$101,100,000	\$84,068,368	\$102,080,000	\$5,032,500	\$12,920,426
						\$27,500,000

* Agency or Donor Funded

☐ New Capital Projects

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN
(Major Capital Projects greater than \$1 mil Total Project Cost)
FY 2023 THROUGH FY 2028
(\$ in 000's)

Institution: University of Idaho

FY2023 FINAL Submittal 1 Jul 21

Project Title	Est. Cost	Prev. Fund.	FY 2023			FY 2024			FY 2025			FY 2026			FY 2027			FY 2028		
			PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total	PBF	Other	Total
1 West Campus Utilities Extension CP180021	3,500	3,500	In Punch List and Project Close-out Status as of 1 Jul 21																	
2 ICCU Idaho Arena CP170040	51,000	51,000	In Construction Status as of 1 Jul 21																	
3 Nuclear Seed Potato Germplasm & Storage Building CP190012, DPW 19-250	5,200	5,200	In Construction Status as of 1 Jul 21																	
4 Energy Plant Micro Turbine Installation CP190056	3,300	3,300	In Construction Status as of 1 Jul 21																	
5 LHSOM & Ridenbaugh Acoustic Mitigation and Deferred Maintenance Improvements, CP190038, DPW 19-263	3,730	3,730	In Design Status as of 1 Jul 21																	
6 Idaho Center for Agriculture, Food, and Environment (CAFE) Research Dairy, Rupert CP200007, DPW 18-257	25,000	25,000	In Design Status as of 1 Jul 21																	
7 Meat Science and Innovation Center CP200032	7,650	7,650	In Design Status as of 1 Jul 21																	
8 Idaho Avenue Extension Repairs and Repaving; Replace ACM Domestic Water Mains, Ph. 1 CP210000, DPW 21-250	2,228	2,228	In Design Status as of 1 Jul 21																	
9 Idaho Center for Plant and Soil Health, Parma CP210009	7,000	7,000	In Design Status as of 1 Jul 21																	
10 Ag Science HVAC, Phase 1, CP200001, DPW 20-251	3,299	3,299	In Design Status as of 1 Jul 21																	
11 Moscow Campus HVAC Network Controls Revisions and Improvements, CP210043, DPW 21-259	1,336	1,336	In Planning Status as of 21 Apr 21																	
12 Joint ROTC Facility & Nez Perce Neighborhood Improvements	7,500	0	3,250	1,000	4,250	3,250	0	3,250												
13 McCall Field Campus Improvements, Dining Lodge and Kitchen	5,000	0	5,000	0	5,000															
14 Rinker Rock Creek Ranch Education and Research Support Facilities	1,350	0	1,350	0	1,350															
15 West Campus Event Parking and Support Facilities	4,000	0	2,000	0	2,000	2,000	0	2,000												
16 J.W. Martin Lab Building Systems Improvements (PBF #03, FY 2023 A&R)	1,500	0	1,500	0	1,500															
17 Idaho Center for Agriculture, Food, and Environment (CAFE), Discovery Center, Jerome	20,000	0				5,000	10,000	15,000	0	5,000	5,000									
18 Life Sciences South HVAC Upgrades, Ph. 3 (PBF #09 FY 2023 A&R)	1,298	0				1,298	0	1,298												
19 Facilities Services Main & OCS Repair & Replace Roofs (FS Ph. 1) (PBF #012 FY 2023 A&R)	1,013	0				1,013	0	1,013												
20 Idaho Center for Agriculture, Food, and Environment (CAFE), Food Processing Pilot Facility at CSI, Twin Falls	5,000	0							0	2,500	2,500		2,500	2,500						
21 Nez Perce Drive Reconfiguration and Rebuild (PBF #015 FY 2023 A&R)	1,007	0							1,007	0	1,007									
22 Gibb Hall HVAC Upgrades, Ph. 2 (PBF #19 FY 2023 A&R)	1,296	0							1,296	0	1,296									
23 Perimeter Dr. Replace Paradise Creek Undercrossing (PBF #20 FY 2023 A&R)	1,164	0										1,164	0	1,164						
24 Administration Building HVAC, Phase 2 (PBF #21 FY 2023 A&R)	1,299	0													1,299	0	1,299			
25 Gibb Hall HVAC Upgrades, Ph. 3 (PBF #25 FY 2023 A&R)	1,299	0																1,299	0	1,299
26 Engineering/STEM Education/Classroom Facility #	40,000	0																		
27 Community Center Facility #	7,500	0																		
28 McCall Field Campus Improvements Teaching and Learning Center #	4,300																			
29 McCall Field Campus Improvements Student Lodging #	1,000	0																		
30 New Undergraduate Housing, Phase 1 #	36,000	0																		
Totals:	254,769	113,243	13,100	1,000	14,100	12,562	10,000	22,562	2,303	7,500	9,803	1,164	2,500	3,664	1,299	0	1,299	1,299	0	1,299

**CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2023 THROUGH FY 2028
CAPITAL IMPROVEMENTS**

ATTACHMENT 5

AGENCY: Lewis-Clark State College

PROJECT DESCRIPTION/LOCATION	FY 2023 \$	FY 2024 \$	FY 2025 \$	FY 2026 \$	FY 2027 \$	FY 2028 \$
Wittman Complex/MTB System Updates	\$3,763,200					
Sam Glenn Complex Remodel	2,352,000					
Meriwether Lewis Hall Remodel	17,640,000					
Talkington Hall Remodel		\$14,112,000				
Administration Building Updates		4,468,800				
Reid Centennial Hall Remodel		14,112,000				
Central Heat Plant			\$35,280,000			
Living/Learning Center & General-Purpose Facility				\$29,400,000		
CTE/WFT					\$29,400,000	
Music Building Repurposing						\$17,640,000
TOTAL	\$23,755,200	\$32,692,800	\$35,280,000	\$29,400,000	\$29,400,000	\$17,640,000

Agency Head Signature: _____

Date: _____

**MAJOR CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION**
(New Buildings, Additions or Major Renovations)

AGENCY: Boise State University

AGENCY PROJECT PRIORITY: 1 of 5

PROJECT DESCRIPTION/LOCATION:

Liberal Arts Renewal, Remodel and Building Addition

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

A number of facilities on Boise State's campus have reached an age of 50 or more years. Certain ones are strong candidates for capital renewal, whereby major systems are upgraded and spaces throughout modernized. This process 'resets the clock' on a building, giving it another 40+ years of use. The Liberal Arts Building is the top priority on Boise State's campus for this process.

Liberal Arts is approximately 60,000 square feet and was built in 1967. In addition to the remodel and renewal, the site is able to accommodate a three to four story (22,000 – 30,000 square feet) addition. Project funds would support the entire scope of building renewal and expansion.

\$1.7 million was received in Alteration & Repair Funds in FY20 for building renovations and roof replacement. These funds will support the overall project.

(B) What is the existing program and how will it be improved?

The English Department occupies most of Liberal Arts, while approximately 20,000 square feet has been vacated due to the opening of the Center for Visual Arts. This scenario provides ideal conditions for a building renewal, being that a smaller amount of swing space is needed. The existing building will be modernized and upgraded with new building systems (electrical, plumbing, HVAC). Classrooms will benefit from A/V and active learning improvements. The expansion will be programmed as a flexible mix of offices and general purpose classrooms.

(C) What will be the impact on your operating budget?

For the existing 59,050 square feet, operating costs will likely be reduced due to building system upgrades. This is particularly true for utilities-related expenses and reductions in building repairs. The building addition will increase Boise State's overall operating costs, but the facility will incorporate modern and efficient systems.

(D) What are the consequences if this project is not funded?

Deferred maintenance and the need for an extensive capital renewal at Liberal Arts will be postponed, ultimately increasing the long-term maintenance expense of the facility. If the expansion is not funded, Boise State will have to identify alternate space(s) for campus growth.

ESTIMATED BUDGET:		FUNDING:	
Land	\$0	<i>Prior PBF (A&R)</i>	<i>\$1,700,000</i>
A/E fees	\$3,000,000	PBF Request FY23	\$20,000,000
Construction	\$27,500,000	General Account	\$0
5% Contingency	\$1,525,000	Agency Funds	\$18,300,000
FF&E	\$3,000,000	Federal Funds	\$0
Other	\$4,975,000	Other	\$0
Total	\$40,000,000	Total	\$40,000,000

Agency Head Signature: _____

Date: _____

**MAJOR CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION**
(New Buildings, Additions or Major Renovations)

AGENCY: Boise State University

AGENCY PROJECT PRIORITY: 2 of 5

PROJECT DESCRIPTION/LOCATION:

Riverfront Hall Remodel and Renewal

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

A number of facilities on Boise State's campus have reached an age of 50 or more years. Certain buildings are strong candidates for capital renewal, whereby major systems are upgraded and spaces throughout modernized. This process 'resets the clock' on a building, giving it another 40+ years of programmed use. Riverfront Hall is Boise State's second highest priority for this process.

The facility is approximately 67,000 gross square feet and was built in 1971. Project funds would support the entire scope of the building renewal, with a primary goal of consolidating the School of Public Service (SPS) in the renewed building. SPS is one of Boise State's premier programs, but is spread across campus, creating numerous challenges for operations and growth. Importantly, a co-location at Riverfront Hall would negate the need to build a new standalone facility – a prior capital improvement request from Boise State.

\$1.83 million was received in Alteration and Repair funds in FY19 for electrical and HVAC upgrades. These funds will support the overall project.

(B) What is the existing program and how will it be improved?

Riverfront Hall is a mixed-use academic building including lecture halls, general assignment classrooms, lab space, and administrative offices. Primary occupants include the Graduate College, various Office of Information Technology offices, and again, general assignment classrooms.

Combined, these efforts will modernize Riverfront Hall while providing efficiencies for other spaces on campus.

(C) What will be the impact on your operating budget?

By remodeling spaces and updating building systems, the operating budget – particularly for utilities and building repairs – for Riverfront Hall will decrease.

(D) What are the consequences if this project is not funded?

Deferred maintenance and the need for an extensive capital renewal at Riverfront Hall will be postponed, ultimately increasing the long-term expense of the facility. Additionally, Boise State will

have to identify another facility (or construct a new facility) to accomplish the collocation of the School of Public Service.

ESTIMATED BUDGET		FUNDING:	
Land	\$0	<i>Prior PBF (A&R)</i>	<i>\$1,830,000</i>
A/E fees	\$1,600,000	PBF Request FY23	\$15,000,000
Construction	\$16,000,000	General Account	\$0
5% Contingency	\$880,000	Agency Funds	\$5,500,000
FF&E	\$1,600,000	Federal Funds	\$0
Other	\$2,250,000	Other	\$0
Total	\$22,330,000	Total	\$22,330,000

Agency Head Signature: _____

Date: _____

**MAJOR CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION**
(New Buildings, Additions or Major Renovations)

AGENCY: Boise State University

AGENCY PROJECT PRIORITY: 3 of 5

PROJECT DESCRIPTION/LOCATION:

Science Research and Classroom Building

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Boise State continues to experience increased demand for facilities that support laboratory-based instruction and research. The requested funds will aid in constructing a new science research building, providing teaching and/or research labs focused on chemistry and biological sciences. With an emphasis on the natural and applied sciences, these laboratories call for highly specific and dedicated environmental controls.

Growth in Boise State's STEM programs is strong. The number of degrees earned is up more than 40% since the 2013-2014 academic year, and new graduate programs, such as Biomolecular Sciences (up 80% since 2015), are witnessing rapid growth. These programs respond to high-demand fields in Idaho and throughout the region.

The anticipated total budget of \$90 million reflects the cost of constructing these complex buildings, and at a scale large enough to accommodate growth needs for STEM programming at Boise State. In addition, this facility will include general purpose classrooms that incorporate the latest in active learning design. Active learning classrooms are highly sought after, and the project will reduce demand found from various academic departments.

(B) What is the existing program and how will it be improved?

Programming improvements for STEM-related fields, and additional capacity for general purpose classroom instruction will be realized. This building will also allow Boise State to reflect on older buildings with STEM programs and focus on ways to continue improving facility use.

(C) What will be the impact on your operating budget?

A standalone science research and classroom building will increase Boise State's operating budget. However, the project will likely allow the University to transition out of and improve operating costs – particularly for repairs and utility expense – in older buildings.

(D) What are the consequences if this project is not funded?

Growth within the STEM fields will be constricted and the lack of general assignment classroom space will increase. Smaller options for research space simply do not present enough new space to

address these needs. As a result, program growth may be postponed and/or costly renovations to retrofit non-research space may be needed.

ESTIMATED BUDGET		FUNDING:	
Land	\$0	<i>Prior PBF</i>	\$0
A/E fees	\$7,000,000	PBF Request FY23	\$20,000,000
Construction	\$70,000,000	General Account	\$0
5% Contingency	\$3,500,000	Agency Funds	\$70,000,000
FF&E	\$3,200,000	Federal Funds	\$0
Other	\$6,300,000	Other	\$0
Total	\$90,000,000	Total	\$90,000,000

Agency Head Signature: _____

Date: _____

**MAJOR CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION**
(New Buildings, Additions or Major Renovations)

AGENCY: Boise State University

AGENCY PROJECT PRIORITY: 4 of 5

PROJECT DESCRIPTION/LOCATION:

Hemingway Center Remodel and Renewal

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

A number of facilities on Boise State's campus have reached an age of 50 or more years. Certain buildings are strong candidates for capital renewal, whereby major systems are upgraded and spaces throughout modernized. This process 'resets the clock' on a building, giving it another 40+ years of programmed use. The Hemingway Center is the third highest priority for building renewals at Boise State.

The facility is approximately 13,500 gross square feet and was built in 1940. Project funds would support a renewal of the entire building, along with addressing the building entrances to ensure compliance with ADA standards.

Due to the historic nature of the Hemingway building, the construction costs per square foot will likely be higher than Boise State's other requests for building renewal.

(B) What is the existing program and how will it be improved?

The College of Arts and Sciences (COAS) – primarily the Anthropology Department – currently occupies the Hemingway Center. Anthropology has been identified as a future occupant in the Environmental Research Building (ERB) after the SPS program has been collocated in another location (likely Riverfront Hall). This transition will create temporary vacancy at the Hemingway Center, simplifying the renewal process. Once renewed, Boise State anticipates continued use of the gallery space for COAS and multi-purpose events, with additional space seeing ongoing use by COAS.

(C) What will be the impact on your operating budget?

By remodeling the building and updating building systems, the operating budget for the Hemingway Center will decrease. This is particularly true for utility expenses and for ongoing/routine repairs.

(D) What are the consequences if this project is not funded?

Boise State will likely postpone deferred maintenance and the need for a capital renewal at the Hemingway Center, ultimately increasing the long-term maintenance expense of the facility. Incremental remodels will be necessary for spaces vacated by Anthropology, and alternate funding will be needed for improving the building entrances.

ESTIMATED BUDGET		FUNDING:	
Land	\$0	<i>Prior PBF</i>	\$0
A/E fees	\$420,000	PBF Request FY23	\$5,000,000
Construction	\$4,200,000	General Account	\$0
5% Contingency	\$230,000	Agency Funds	\$800,000
FF&E	\$400,000	Federal Funds	\$0
Other	\$550,000	Other	\$0
Total	\$5,800,000	Total	\$5,800,000

Agency Head Signature: _____

Date: _____

**MAJOR CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Boise State University

AGENCY PROJECT PRIORITY: 5 of 5

PROJECT DESCRIPTION/LOCATION:

Health Sciences Building

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

The project entails a new building to support fast-paced growth in the College of Health Sciences (COHS). Boise State's campus master plan shows a health sciences quadrangle near the NORCO building, and this project represents the second phase of that long-term buildout. Funds will likely support construction of a 60,000+ GSF facility, at 4-5 stories tall.

Overall enrollment in Health Sciences is up 11% since 2015. Two notable areas include undergraduate studies in Radiological Sciences (up 30% since 2015) and Master of Social Work (up 115% since 2012). When viewing graduate programs alone, enrollment has risen 57% since 2015. Overall, there are nearly 5,100 students enrolled in COHS programs that support in-demand jobs not only in Boise, but also throughout the Treasure Valley and Idaho.

Over the next five years, COHS plans to start a School of Public Health, add seven additional masters programs, five additional doctoral programs, and expand existing undergraduate programming.

(B) What is the existing program and how will it be improved?

As a new building, there is no existing program. However, the new facility will improve COHS programming for various growing programs within the college.

(C) What will be the impact on your operating budget?

As a new facility, overall operating costs at Boise State will increase. However, the facility will incorporate modern and efficient building systems.

(D) What are the consequences if this project is not funded?

Continued lack of space for COHS will constrain their growth and force the college to look at other solutions for space-related challenges. Boise State may have to postpone certain programs or delay them indefinitely. The lack of space will affect cohort sizing and acceptance rates within many programs as well.

ESTIMATED BUDGET		FUNDING:	
Land	\$0	<i>Prior PBF</i>	\$0
A/E fees	\$2,520,000	PBF Request FY23	\$20,000,000
Construction	\$25,200,000	General Account	\$0
5% Contingency	\$1,400,000	Agency Funds	\$16,920,000
FF&E	\$2,800,000	Federal Funds	\$0
Other	\$5,000,000	Other	\$0
Total	\$36,920,000	Total	\$36,920,000

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 1
PROJECT DESCRIPTION/LOCATION: Cost estimate overage after fundraising (16.8M) for total cost for project phase 1 and part of phase 2 Leonard Hall Pharmacy #8	
CONTACT PERSON: Cheryl Hanson	TELEPHONE: (208) 282-4086
<p>PROJECT JUSTIFICATION:</p> <p>(A) Concisely describe what the project is. Master planning efforts were conducted during a study in 2020 which assessed the existing facilities, labs, and offices in the Leonard Hall which houses the Doctor of Pharmacy program. These studies produced schematic designs and cost estimates for fundraising purposes. This information and drawings showed improvements and additions to the facilities to bring them up to code and enhance the program delivery, student classrooms, labs, and offices which support the college's mission in training, leading edge research, service and patient care. Donor project funding was obtained for \$14.8M, and an additional \$2M from College fundraising added up to the then full project cost of \$16.8M. Covid inflation and volatile market increases have now put the project at \$20.2M</p> <p>(B) What is the existing program and how will it be improved? The Pharmacy program is a nationally recognized program and our facility is in need of significant upgrades to remain nationally competitive for students and faculty. Remodel includes a total of 15,700 square feet on the basement and on the second floor. This will allow for expansion of program and research capabilities.</p> <p>(C) What will be the impact on your operating budget? New efficient facilities, and upgraded building systems will reduce costs to keep the building running, and program delivery will be easier and better aligned with the existing resources. New equipment and furnishings provided for in the FFE budget will be more efficient, and easier to maintain.</p> <p>(D) What are the consequences if this project is not funded? ISU requests that the State provide this \$3.4M additional support to leverage the \$16.8M in private dollars raised thus far to ensure that this significant external financial support can be maximized. Without State support, ISU may lose the \$14.8 M of donor committed funds because the scope of the project cannot be realized without an increased budget. If allocations for each agency are set, ISU requests that funds be prioritized for this capital renovation project, over Alteration and Repair projects.</p>	
ESTIMATED BUDGET: \$3,400,000 Land N/A A/E fees \$ 1,543,400 Construction \$ 16,492,000 5% Contingency \$ 824,600 F F & E \$1,340,000 Other Total \$ <u>20,200,000</u>	FUNDING: Agency funding of \$16,800,000 PBF \$ 3,400,000 General Account Agency Funds \$16,800,000 Federal Funds Other Total \$ <u>20,200,000</u>

Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 3
PROJECT DESCRIPTION/LOCATION: Heat Plant Upgrades and Replacements	
CONTACT PERSON: Cheryl Hanson	TELEPHONE: (208) 282-4086
<p>PROJECT JUSTIFICATION:</p> <p>(A) Concisely describe what the project is. Master planning efforts were conducted during an engineering study DPW project #20-221 which assessed the existing heat plant building, boilers, longevity, and continued operations. Also, in the study were several options that looked at new delivery methods for heating in our buildings. This information showed that our old boilers were very inefficient and had been maintained for 70 years in good working order, but could not hold up much longer. Most industrial boilers have a life of 20-30 years. In order to avoid a catastrophic failure, it was important to craft an economical and efficient path forward for our heat plant and to provide alternative "back up" paths in case of a power outage or natural gas disruption. This study aligns with our steam tunnel study DPW project #17-224 which identified systematic upgrades to the tunnel delivery of steam including piping, valves, and expansion loops. We have been upgrading a section of the tunnel each year to comply with this plan.</p> <p>(B) What is the existing program and how will it be improved? The boilers in the Heat plant have exceeded their life expectancy, two of the three boilers are 60 plus years old and in poor condition. The Heat Plant provides steam heat to over 45 buildings on Campus (Equates to 84% of our space in Pocatello). If the boilers go down the campus will be closed in the winter until they are repaired. The Heat plant study is currently 90% complete and is providing options that range in cost from \$10 million to \$60 million. The cost for the option that best suits the campus for the next 60 years will be selected once the Heat plant study has been completed. Currently we are looking at a \$10-12M project but the study has not yet been finalized. The next step would be to design and construct new boilers, and remove the old ones which are heavily lined with asbestos. There are remediation costs, demolition, and seismic bracing of the existing building structure to be considered prior to installing a new boiler which will take us down the road another 20-30 years without major repairs.</p> <p>(C) What will be the impact on your operating budget? New efficient boilers, and upgraded building systems will reduce utility and operational costs and enable the heat plant and steam tunnels to function into the future.</p> <p>(D) What are the consequences if this project is not funded? The possibility of catastrophic failure during the winter when nothing could be easily done to maintain heat in the majority of our buildings.</p>	
ESTIMATED BUDGET: \$12,000,000 Land N/A A/E fees \$ 960,000 Construction \$ 10,500,000 5% Contingency \$ 540,000 F F & E N/A Other Total \$ <u>12,000,000</u>	FUNDING: Agency funding of PBF \$ 12,000,000 General Account Agency Funds Federal Funds Other Total \$ <u>12,000,000</u>

Agency Head Signature: _____

Date: _____

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: 01 Joint ROTC Facility and Nez Perce
Neighborhood Improvements

Institution/Agency: University of Idaho

Brief Description:

With this project request, The University of Idaho desires to address multiple long-identified academic and campus planning issues and concerns in a strategic and integrated manner.

This project seeks to create a Joint Reserve Officer Training Corps (ROTC) facility to better serve the needs and requirements of the existing ROTC detachments of the various branches of the U.S. Armed Forces which are currently hosted at the University of Idaho. Such a joint Reserve Officer Training Corps facility will provide opportunities for academic, educational, and training synergy and will raise the profile of the university's ROTC programs.

In addition, this project seeks to build upon the new Joint Reserve Officer Training Corps facility to leverage the investment by making additional improvements in the Nez Perce neighborhood, increasing functionality, improving aesthetics and the environment of the neighborhood, increasing the vitality of the neighborhood, and providing greater connections to the academic heart of the campus.

This project request seeks to work in a coordinated and integrated manner with additional project requests within the Alterations and Repair Category to improve the overall environment of the neighborhood in alignment with the residential campus, transportation, and academic core goals of the university's Long Range Campus Development Plan (LRCDP)

This project aligns with the goals and objectives of the FY2022-2027 State Board of Education Strategic Plan by creating a new facility and a campus environment which will support educational programs which will prepare students to gain skills which will prepare them for future success.

Project Scope:

**Renovation of the existing Targhee Hall
to develop a Joint ROTC Facility**

GSF

Building size:

13,500
(existing)

Renovations and improvements
Building Systems replacement and
improvements, Site and utility
Infrastructure as required,
Fixtures and equipment
All project fees and related expenses,
complete, to include the potential of minor
additions as needed by programmatic
requirements

Creation of new Parking Facility

Stalls

Lot size:

180 to 200
(target)

Creation of new, fully developed and
landscaped paved parking facility
To include all requisite and necessary
Access pathways, walks and stairs,
Safety and security lighting, Landscape
islands and buffers, Court sports
opportunities, Drill field for ROTC functions,
Signage, and all necessary appurtenances for
Safe and functional operation. All project fees,
and related expenses for a complete
and functional installation.

Estimated Total Cost:

Source of Project Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 6,500,000
Federal Funds	\$ 0
Bond Funds	\$ 0
Other (UI)	
University Funds	<u>\$ 1,000,000</u>
Total:	\$ 7,500,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
All Sources Secured to Date	
University Funds	<u>\$ 1,000,000</u>
Total:	\$ 1,000,000

Budget Year Request (FY2023)

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 3,250,000

It is the intent of the university to request a second iteration of \$3,250,000 in FY2024, thus making the cumulative total request of the Permanent Building Fund \$6,500,000, spread equally over two years.

Date Approved by State Board of Education:

Inclusion on the University of Idaho 6 Year Plan, FY2023, submitted July 1, 2021.

FY2023 represents the first year of request to the Permanent Building Fund for this project effort.

1. PROJECT DESCRIPTION AND JUSTIFICATION

There are several drivers behind this project request as the university seeks to address multiple long-identified academic and campus planning issues and concerns in a strategic and integrated manner.

First, the university seeks to combine and integrate the existing Reserve Officer Training Corps (ROTC) detachments of the various branches of the U.S. Armed Forces which currently exist at the University of Idaho. The university currently hosts detachments of the U.S. Army, U.S. Air Force, and U.S. Navy/Marines. These Reserve Officer Training Corps programs trains students to become commissioned officers in the United States Armed Forces. Classroom instruction, physical fitness and practical exercises are used to develop college students into leaders, capable of leading their fellow Americans efficiently and effectively. College students enrolled in ROTC programs learn leadership, resource management and communication skills which prepare them for success in any competitive environment. These programs carry on a long-standing legacy and history of support of the U.S. military services at the University of Idaho.

However, these ROTC programs are scattered in three different facilities across campus, and opportunities for academic and program synergy are potentially lost. The university desires to co-locate some, or all, of these functions in a single facility which will provide for opportunity, synergy, and greater visibility and potentially enhance recruitment and retention.

Second, the university seeks to develop this new joint ROTC facility in such a manner that it better anchors the southeast corner of the Nez Perce neighborhood and better ties this neighborhood to the academic core of campus. In terms of straight-line distance, the Nez Perce neighborhood is immediately adjacent to the Administration Lawn, the Heart of the Moscow Campus of the University of Idaho. Yet in terms of perceptions, it feels more remote. The intent of this project effort is to invest in this neighborhood and in a manner which results in increased student activities and general education use, providing life and energy in the neighborhood.

Third, the university seeks to upgrade and improve the aesthetics and environment within the greater Nez Perce neighborhood by investing in improved landscape and grounds, creating better connections to campus in general, providing improved parking opportunities, providing recreational and court sport opportunities, and improving service functions.

2. PROJECT COMPONENTS

The project request consists of two main components:

Component 1: Renovation of Targhee Hall to create a Joint Reserve Officer Training Corps Facility

Targhee Hall was constructed in 1958 as a residential facility. It is of concrete frame construction with infill of concrete masonry unit (CMU) partitions. It consists of a two story residential wing with a single story space which served as dining hall and commons space. There is a full height basement under approximately half of the residential wing.

University Residences left the building in the late-2000's and it has largely remained unoccupied since. Most recently, Targhee hall was pressed into as an isolation facility as part of the university's response to the Covid Pandemic.

The facility is structurally sound and the university's campus master plan, the LRCDP, identifies it as a facility to be kept and one worthy of investment. However, many of its building systems are in needs of repair or replacement. Because of the structural concrete frame, the structure support removing some of the CMU partitions to allow for the creation of more open spaces as required.

Targhee Hall is approximately 13,500 gsf, and approximately 11,000 nsf.

The project anticipates the necessary improvements and upgrades to Targhee Hall necessary to allow it to function as a Joint Reserve Officer Training Corps facility. The intent and desire is to bring components of the university's Army, Navy, and Air Force ROTC detachments together in a single facility which will allow for greater opportunities for academic, program and training synergies, and which will raise the profile and visibility of these detachments on campus. Currently, these ROTC detachments are scattered across campus in various facilities. Such a new, renovated, combined, and more desirable and aesthetic facility will both anchor the university's investment in the Nez Perce neighborhood, but will also provide opportunities for ROTC program expansion, and enhance recruitment and retention efforts.

The exact mix of programmatic elements to be housed in the new facility is yet to be determined. While the desire is to create a facility of the greatest synergy possible, certain programmatic elements, such as the Army's Combat Arms Training Range currently located in the basement of the memorial Gymnasium is of a character and nature which cannot be supported in Targhee Hall. It is anticipated that an early architectural programming activity will need to be prerequisite to the design phase to seek out and determine the proper mix of services, classrooms, offices, administrative suites, cadet areas support areas and supply functions are best supported at Targhee Hall, either fully within the existing footprint or with a small scope addition.

Component 2: Creation of a new Parking Facility with Court Sport and Recreational Opportunities

Currently located behind Targhee Hall and below the Greek residences of the university's Nez Perce Greek residential neighborhood is a largely unused field resource formerly known as the "Band Field" due the use of it by the University of Idaho Marching Band for practice activities. With the completion of the Student Activity Fields in 2004/05, marching band practice has shifted to that new facility, leaving the "Band Field" largely unused.

The University of Idaho campus master plan, the LRCDP, anticipates the opportunity to convert this field to serve as a fully developed and landscaped parking resource to better support and serve parking needs in this neighborhood, reduce on-street parking on Nez Perce Drive, and provide a way to better facilitate and support the service requirements of the Greek residences in the neighborhood. Specifically, this parking facility will allow for the creation of screened dumpster locations below the Greek residences, removing the unsightly dumpsters from the front yard on Nez Perce Drive.

In addition, the planning for this parking resource anticipates the creation of court sport opportunities and an opportunity to create a mid-sized turf field which can support both pick-up recreation and the drill activities of the ROTC detachments in Targhee Hall.

This element of the project works in partnership with improvements to Nez Perce Drive and the creation of the Joint ROTC facility to vastly improve the functionality, aesthetics, and environment of the greater Nez Perce neighborhood.

Lastly, the creation of this parking resource anticipates the ability to create opportunities for three new Greek residences – 1 at the site of a former residence which was demolished in 2014/15, and two new sites on Blake Avenue, between Farmhouse residence and the new Joint ROTC facility in the improved Targhee Hall.

3. ALTERNATIVES

Four alternatives have been studied to date.

Alternative 1: No Action

This alternative provides for no investment in either the ROTC facilities or the greater Nez Perce neighborhood. The ROTC detachments would remain in their existing facilities, scattered across campus. These facilities are in need of repair and investment, and they are currently filled to maximum capacity, allowing no potential for expansion.

Additionally, there would be no investment in the environment of the Nez Perce neighborhood. The Nez Perce neighborhood currently suffers in perception as compared to the Elm Street Greek neighborhood, and this investment is required to improve the

desirability of the Nez Perce neighborhood. Not making an investment in the Nez Perce neighborhood limits the opportunity for recruitment of new Greek organizations.

For these reasons, the university rejected this alternative.

Alternative 2: Renovations of the Existing ROTC Facilities

This alternative consists of an attempt to design and construct meaningful renovations of the existing spaces currently occupied by the ROTC detachments. While this is technically feasible, it likely leads to increased costs as the entirety of the existing facilities would require renovations, not just the spaces occupied by the ROTC unit, lest a disparity of condition of spaces within these facilities be the result.

Further, all opportunity for synergy amongst and between the service detachments would be lost, and the overall profile of the combined ROTC program would not be raised.

For these reasons, the university rejected this alternative.

Alternative 3: Construction of a new Joint ROTC facility

While the construction of a completely new, purpose-built Joint Reserve Officer Training Corps facility might be attractive, it would certainly be much more costly than renovation of the existing Targhee Hall. The opportunity to take advantage of the existing structure, and the existing investment in that structure would be lost. Additionally, demolition costs of Targhee Hall would need to be factored into the project costs.

For these reasons, the university rejected this alternative.

Alternative 4: Renovation and Conversion of the existing Targhee Hall and Construction of the Proposed new Parking facility.

This option would entail renovating Targhee Hall to serve as the joint Reserve Officer Training Corps facility and constructing a fully developed and landscaped Parking facility as described herein.

The overall project expenses are expected to be less under this approach and the expectation is that it will result in an integrated, coordinated set of improvements which will support the needs and functions of the ROTC detachments, vastly improve the character and nature of the Nez Perce neighborhood, conforms with the goals and objectives of the Long Range campus Development Plan, and supports the improved recruitment and retention efforts of the university.

For these reasons, this is the university's preferred alternative.

4. VACATED SPACE

Depending upon the programmatic mix of units selected to be housed within the proposed Joint ROTC Facility in the current Targhee Hall building, there is the potential of creation of vacated spaces in various facilities across campus. These spaces tend to be office spaces and suites within older facilities which might be suitably repurposed for use by other campus units.

As noted herein, Air Force ROTC currently occupies approximately 1,200 nsf in Shoup Hall and Navy ROTC currently occupies approximately 6,000 nsf in Hays Hall. The office, classroom, supply, and other general education functions of Army ROTC currently occupies approximately 4,300 nsf over and above the Combat Arms Training Range within Memorial Gymnasium.

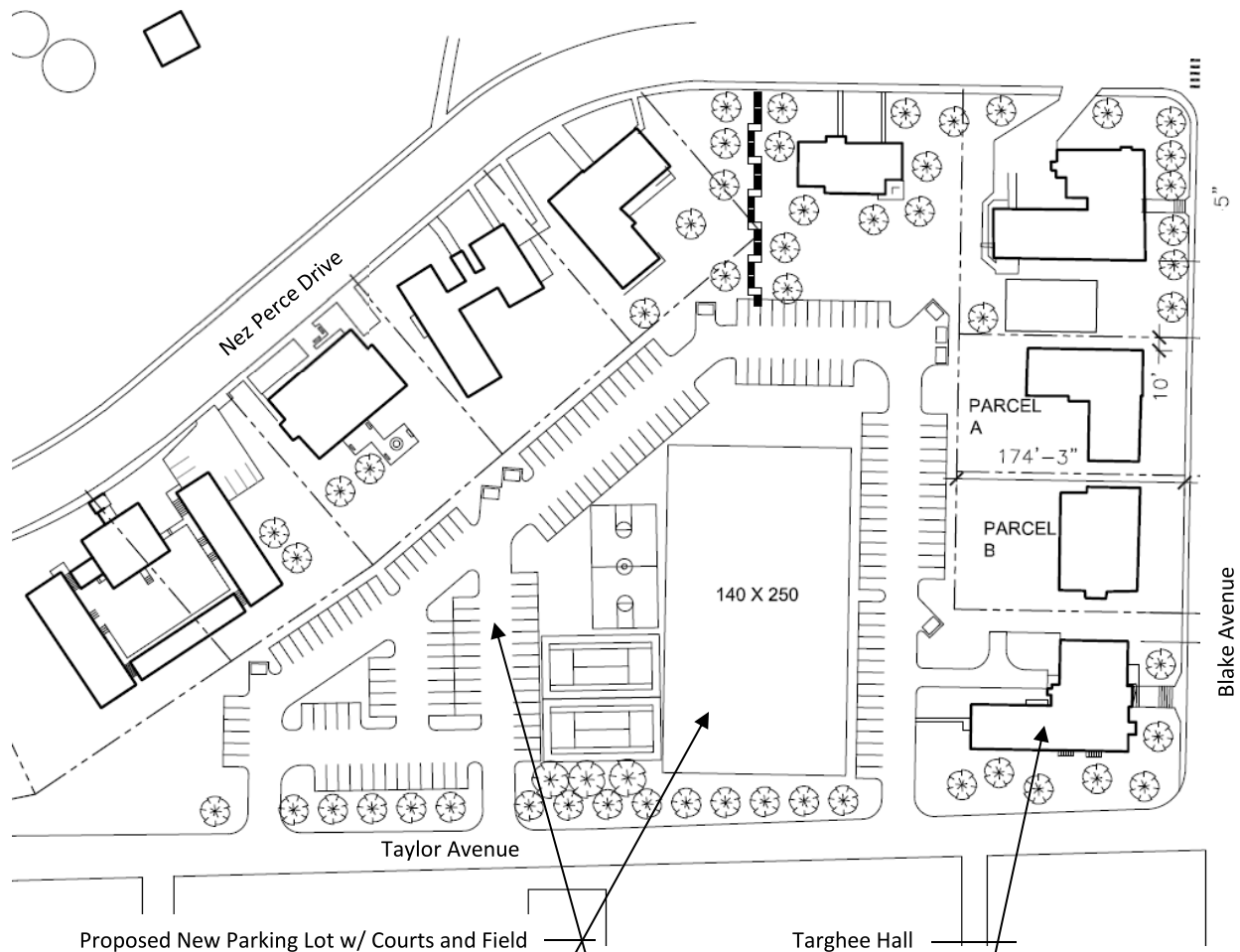
Specific uses and potential tenants for these spaces have yet to be identified.

5. IMAGES

Existing Condition, Targhee Hall:



The following conceptual images of the proposed parking development of the Nez Perce neighborhood were prepared in support of the University of Idaho Long Range Campus Development Plan (LRCDP)



Conceptual Plan of the proposed new Parking and Court Sports facilities in the Nez Perce neighborhood.



Conceptual renderings of the proposed new Parking and Court Sports facilities in the Nez Perce neighborhood.



Existing conditions, Nez Perce neighborhood.

SET A
PROJECT APPROVAL FORM

BAHR

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 01 Joint ROTC Facility and Nez Perce Neighborhood Improvements

Building Statistics:

NASF: TBD
GSF: 13,500
Net to Gross 70% Targeted
Stalls, Target: 200

	Estimated Total Cost	Prior to Budget Year	1st Year FY23	2nd Year FY24	3rd Year FY25	4th Year FY26	5th Year FY27	6th Year FY28
A. Arch. & Engr. (Project Planning & Pre-Design)	62,390	0	62,390	0	0	0	0	0
Schematic Design	62,390	0	62,390	0	0	0	0	0
Design Development	124,780	0	124,780	0	0	0	0	0
Construction Documents*	218,365	0	146,305	72,060	0	0	0	0
Bid & Award Phase*	31,195	0	0	31,195	0	0	0	0
Construction Supervision**	124,780	0	0	41,177	83,603	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees	15,000	0	0	15,000	0	0	0	0
C. Tests, Permits, Fees, Etc.	35,000	0	8,750	24,500	1,750	0	0	0
SUBTOTAL ARCH. & ENGR.	673,900	0	404,615	183,933	85,353	0	0	0
D. Moving, Administration	10,000	0	2,000	3,000	5,000	0	0	0
E. Asbestos Abatement	25,000	0	0	25,000	0	0	0	0
F. Construction*** (Inc. Const. Cont.)	5,718,600	0	0	1,887,138	3,831,462	0	0	0
G. Owner Construction Costs	265,700	0	39,855	212,560	13,285	0	0	0
H. Furnishings/Moveable Equipment	150,000	0	0	22,500	127,500	0	0	0
I. Contingency (Project)	656,800	0	131,360	394,080	131,360	0	0	0
TOTAL PROJECT REQUEST	7,500,000	0	577,830	2,728,211	4,193,960	0	0	0

SOURCE OF FUNDS:

Permanent Building Fund	6,500,000	0	3,250,000	3,250,000	0	0	0	0
General Education	0	0	0	0	0	0	0	0
Federal	0	0	0	0	0	0	0	0
Bond Sale	0	0	0	0	0	0	0	0
Bond Reserve	0	0	0	0	0	0	0	0
Parking Funds	0	0	0	0	0	0	0	0
Other Funds, including Gifts (UI Funds)	0	0	0	0	0	0	0	0
Dedicated Insurance Settlement Proceeds	1,000,000	0	1,000,000	0	0	0	0	0
TOTAL	7,500,000	0	4,250,000	3,250,000	0	0	0	0
Utilities	TBD							
Custodial	TBD							
Repairs & Maintenance	TBD							

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.): Joint ROTC Facility, General Education Funds; Nez Perce Neighborhood Parking Facility, Parking Permit and Enforcement Revenues

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Inc. Const Contingency

OFFICE OF THE STATE BOARD OF EDUCATION**SET A****PROJECT SUMMARY**

Project Title: 02 McCall Field Campus Improvements
Dining Lodge and Kitchen

Institution/Agency: University of Idaho

Brief Description:

In 2014, the University of Idaho completed a Master Plan for the future of the McCall Field Campus on the shore of Payette Lake in McCall, Idaho. The McCall Field Campus is a residential education and conference facility owned and operated by the University of Idaho College of Natural Resources (CNR). The campus is 14-acres, features 600 feet of lakefront beach and borders Ponderosa State Park. CNR provides a variety of academic programming and research initiatives at the McCall Field campus. One of the main programmatic offerings is the McCall Outdoor Science School (MOSS), a 1 week residential curriculum offered to 6th grade elementary school children from across Idaho aimed at providing an engaging introduction to STEM education and experiences.



University of Idaho McCall Field Campus, McCall, Idaho

Since completing the 2014 Master Plan, the University of Idaho and CNR have completed initial project efforts cited in the plan, chief among them is the completion of a new restroom and shower house facility.

The intent of this project request is to build on those efforts and provide a new Dining Lodge and Kitchen which will support the residential academic programming and research initiatives.

This project aligns with the goals and objectives of the FY2022-2027 State Board of Education Strategic Plan by creating a new facilities and environments which support engaging educational programs aimed at preparing students and promoting further interest in STEM education and academic careers.

UNIVERSITY OF IDAHO
McCALL FIELD CAMPUS

MARCH 2014

Project Scope:

**Construction of a New Dining Lodge
And Kitchen Facility**

GSF

Building size:

8,960

New Dining Lodge and
Kitchen facility, Indoor and outdoor
dining areas, Food preparation
kitchen and storage, Site and utility
Infrastructure as required,
Fixtures and equipment
All project fees and related expenses,
For a complete and functional
facility as needed by programmatic
requirements

Estimated Total Cost:

Source of Project Funds (by fund source and amount):

Total Project Cost

Fund Source

Amount

Permanent Building Fund	\$ 5,000,000
Federal Funds	\$ 0
Bond Funds	\$ 0
Other (UI)	\$ 0

Total: \$ 5,000,000

Previous Appropriations

Fund Source

Amount

All Sources Secured to Date	\$ 0
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Total: \$ 0

Budget Year Request (FY2023)

Fund Source

Amount

Permanent Building Fund	\$ 5,000,000
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Date Approved by State Board of Education:

FY2023 represents the first year of request to the Permanent Building Fund for this project effort.

Inclusion on the University of Idaho 6 Year Plan, FY2023, submitted July 1, 2021.

1. PROJECT DESCRIPTION AND JUSTIFICATION

The existing Dining facility on the campus of the McCall Field campus predates the acquisition of the site by the University of Idaho. The existing Dining facility was constructed by during the Civilian Conservation Corps (CCC) era of the development of the McCall Field Station. While the structure is a part of the memories of the McCall Field Campus for many, the reality is that it is aged, beyond service life, is too small and can no longer meet the demands of existing programming requiring program participants to eat in shifts, and it is in need of replacement. The 2014 Master Plan effort began with an assumption that saving, renovating, and restoring the existing Dining facility was a viable option. However, the study concluded that replacement is more efficient and better value for the investment. This is especially true for the Kitchen facilities.

The intent of this project then is to replace the existing Dining facility and replace with a new, state-of the art Dining Lodge and Kitchen. The vision, and the proposal, is of 8,900 square foot Dining Lodge designed to unite people with one another—and with the iconic surroundings of this special place in Idaho. More than simply a place to eat, this new gathering area will be a hub for students, faculty, and staff to come together for intentional and impromptu learning opportunities. The new Dining Lodge will eliminate current dining capacity issues as well as the safety considerations inherent in older structures. Inside and outside dining areas reflect the theme of nature-based learning and recognize the importance of place in education and experience.

Given the affinity for the existing facility in the memory of so many who have attended programs at the McCall Field Campus over the years, the vision is that The existing Dining facility which was constructed by during the Civilian Conservation Corps (CCC) era of the development of the McCall Field Station will be preserved and repurposed as a small classroom facility by a future project.

2. PROJECT COMPONENTS

The new Dining Lodge and Kitchen Facility will consist of the following components:

- Kitchen and Kitchen Support (storage, coolers, freezers, food preparation area, washroom).
- Dining
 - Indoor, Main Dining area
 - Outdoor Dining area / Patio
 - Private and Guest Dining area

- Building Support spaces (mechanical room, electrical room, restrooms)

The new facility is envisioned to reflect the natural surroundings of the McCall Field Campus and make use of Idaho Forest products, to include the possible use of mass timber structural elements.



Main Indoor Dining Area, University of Idaho McCall Field Campus, McCall, Idaho

3. ALTERNATIVES

Three alternatives have been studied to date.

Alternative 1: No Action

This alternative provides for no further investment beyond remedial maintenance activities to the facilities at the McCall Field campus. However, these facilities are in dire need of repair and investment, they are old and beyond the point where maintenance of the

existing elements and systems is sufficient. The current state of the facilities is impacting the ability of the College of Natural Resources to offer meaningful academic programming in a safe environment.

For these reasons, the university rejected this alternative.

Alternative 2: Renovations of the Existing Dining Facilities

As noted above, renovation and restoration of the existing Dining facility was the assumed final, best outcome when the 2014 Master Plan effort was initiated. However, the study concluded that replacement is more efficient and better value for the investment. This is especially true for the Kitchen facilities which are becoming increasingly more difficult to maintain to current Health Code standards. Additionally, as the academic and research programming has expanded at the McCall Field Campus, the capacities of the existing Dining and Kitchen facilities are proving to be a limiting factor in the ability to serve increasing numbers of guests and program participants.

For these reasons, the university rejected this alternative.

Alternative 3: Construction of a new Dining Lodge and Kitchen facility

The construction of a new, modern, Dining Lodge and Kitchen facility emerged from the work of the 2014 Master Plan as the preferred alternative.

The planning, design and construction of a new Dining Lodge and Kitchen facility will best allow the University of Idaho and the College of Natural resources to develop a clean, useful, safe, efficient, code-compliant facility tailored to the programmatic needs of the McCall Field Campus and the academic and research initiatives offered there. Such a new facility will be tailored to reflect the natural surroundings of the McCall Field Campus, and the analysis indicates that this is the most economical investment to be made in the campus.

For these reasons, this is the university's preferred alternative.

4. VACATED SPACE

Given the historical nature of the current dining facility, which was built during the CCC building period, the main portion of this existing building is slated to be repurposed as a small classroom and meeting space by a future project effort. The kitchen portion of the facility will be removed.

5. IMAGES

The following conceptual images were prepared as part of the 2014 Master Plan effort for the McCall Field campus.



DINING LODGE

UNIVERSITY OF IDAHO • McCALL FIELD CAMPUS

02 McCall Field Campus Improvements Dining Lodge and Kitchen
University of Idaho



Master Plan, University of Idaho McCall Field Campus, McCall, Idaho. The proposed new Dining Lodge and Kitchen Facility is footprint #03.

BUILDING KEY

- | | | | |
|----|-----------------------------------|----|----------------------------|
| 1 | SHOWER FACILITY | 12 | AMPHITHEATER |
| 2 | TEACHING & LEARNING CENTER | 13 | GREENHOUSE/LIVING MACHINE |
| 3 | DINING LODGE | 14 | UNDERGRADUATE HOUSING |
| 4 | RENOVATION TO EXISTING LODGE | 15 | GRADUATE HOUSING |
| 5 | SITE ACCESS ROADS & PARKING | 16 | GUEST HOUSING |
| 6 | VISITOR INFORMATION/ WELCOME AREA | 17 | UI COMMONS |
| 7 | HIGHER EDUCATION CLASSROOMS | 18 | NEW STUDENT HOUSING |
| 8 | CLASSROOMS & LABORATORIES | 19 | OUTDOOR GEAR STORAGE |
| 9 | LAKE CLASSROOM | 20 | OUTDOOR LEARNING PAVILIONS |
| 10 | MAINTENANCE FACILITIES | 21 | EDUCATIONAL AUDITORIUM |
| 11 | WATERFRONT SERVICES | 22 | SEMESTER IN |
| 23 | THE WILD AREA | | |



Main Indoor Dining Area, University of Idaho McCall Field Campus, McCall, Idaho

SET A

PROJECT APPROVAL FORM

BAHR

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 02 McCall Field Campus Improvements, Dining Lodge and Kitchen

Building Statistics:

NASF: TBD
 GSF: 8,960
 Net to Gross 85% Targeted

Prior to								
	Estimated Total Cost	Budget Year	1st Year FY23	2nd Year FY24	3rd Year FY25	4th Year FY26	5th Year FY27	6th Year FY28
PROJECT SUMMARY:								
A.	Arch. & Engr. (Project Planning & Pre-Design)							
	Schematic Design	41,590	0	41,590	0	0	0	0
	Design Development	41,590	0	41,590	0	0	0	0
	Construction Documents*	83,180	0	83,180	0	0	0	0
	Bid & Award Phase*	145,565	0	97,529	48,036	0	0	0
	Construction Supervision**	20,795	0	0	20,795	0	0	0
	Asbestos Abatement Arch/Eng/Hygienist Fees	83,180	0	0	27,449	55,731	0	0
B.	Tests, Permits, Fees, Etc.	15,000	0	0	15,000	0	0	0
C.	SUBTOTAL ARCH. & ENGR.	35,000	0	8,750	24,500	1,750	0	0
D.	Moving, Administration	465,900	0	272,639	135,781	57,481	0	0
E.	Asbestos Abatement	7,500	0	1,500	2,250	3,750	0	0
F.	Construction*** (Inc. Const. Cont.)	25,000	0	0	25,000	0	0	0
G.	Owner Construction Costs	3,812,500	0	0	1,258,125	2,554,375	0	0
H.	Furnishings/Moveable Equipment	109,600	0	16,440	87,680	5,480	0	0
I.	Contingency (Project)	150,000	0	0	22,500	127,500	0	0
	TOTAL PROJECT REQUEST	429,500	0	85,900	257,700	85,900	0	0
		5,000,000	0	376,479	1,789,036	2,834,486	0	0

SOURCE OF FUNDS:

Permanent Building Fund	5,000,000	0	5,000,000	0	0	0	0	0
General Education	0	0	0	0	0	0	0	0
Federal	0	0	0	0	0	0	0	0
Bond Sale	0	0	0	0	0	0	0	0
Bond Reserve	0	0	0	0	0	0	0	0
Parking Funds	0	0	0	0	0	0	0	0
Other Funds, including Gifts (UI Funds)	0	0	0	0	0	0	0	0
TOTAL	5,000,000	0	5,000,000	0	0	0	0	0
Utilities	TBD							
Custodial	TBD							
Repairs & Maintenance	TBD							

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.): CNR McCall Field Campus Operating Funds.

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Inc. Const Contingency

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: 03 Rinker Rock Creek Ranch
Education and Research Support Facilities

Institution/Agency: University of Idaho

Brief Description:

With this request The University of Idaho is seeking \$1,350,000 to implement and construct basic facilities improvements at the university's Rinker Rock Creek Ranch Research and Education Field Station in central Idaho. These facilities improvements will support and enhance the university's efforts to enhance rangeland management and animal science curricula related to livestock grazing, sage grouse, wildfire, water quality and recreation.

This project aligns with the goals and objectives of the FY2022-2027 State Board of Education Strategic Plan by creating a new facilities and environments which support engaging educational programs aimed at preparing students and promoting further interest in STEM education and academic careers. In addition, the Research Initiatives conducted at the Rinker Rock Creek Ranch site will greatly enhance workforce training and learning through demonstration of best practices for integrating working rangelands with conservation interests in Idaho and the western United States.

Project Scope:

Building size:

Restore and prepare an existing barn structure for indoor classroom instruction, Provide solar power to a remote location, Provide back-up power generation, Provide vault toilet facilities, All project fees, and related expenses for a complete and functional installation.

GSF

N/A

Estimated Total Cost:

Source of Project Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 1,350,000
Federal Funds	\$ 0
Bond Funds	\$ 0
Other (UI)	\$ 0
Total:	\$ 1,350,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
All Sources Secured to Date	\$ 0
Total:	\$ 0

Budget Year Request (FY2023)

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 1,350,000

Date Approved by State Board of Education:

Inclusion on the University of Idaho 6 Year Plan, FY2023, submitted July 1, 2021.

FY2023 represents the first year of request to the Permanent Building Fund for this facility.

1. PROJECT DESCRIPTION AND JUSTIFICATION

Project Planning Background:

Rinker Rock Creek Ranch is located in the Wood River Valley of central Idaho. The ranch encompasses about 20,000 acres in the Rock Creek watershed, including 10,400 acres of deeded meadows and rangeland surrounded by Bureau of Land Management and state grazing allotments. The property has supported ranching families who have lived and worked on Idaho's rangelands for over a hundred years. It is home to an abundance of

wildlife such as: greater sage-grouse, pygmy rabbits, songbirds, golden eagles and other raptors, pronghorn, badger, beaver, elk, and moose.

In 2014, the ranch was sold to the Wood River Land Trust (WRLT) and The Nature Conservancy (TNC) at a generous price to support conservation. WRLT and TNC worked with the Natural Resources Conservation Service to secure long-term protections of the ranch's grasslands and wildlife habitat.

The University of Idaho later joined as a third partner to expand research, education, and public outreach. In 2019, U of I acquired Rinker Rock Creek Ranch. It is jointly managed by the College of Natural Resources, the College of Agricultural and Life Sciences, and reports to an advisory committee that ensures a collaborative approach to landscape-scale conservation and sustainable ranching practices.

Project Description:

The project will support related curriculum development and demonstration that would allow for grazing, sage grouse, wildlife, and other public uses such as recreation to co-exist. The current "either/or" approach to rangeland management leads to extensive conflict, litigation, reduced return on investment from federal lands and unwise use of taxpayer dollars that could be put to more productive uses. Few resources have been invested in comprehensive efforts supporting education and public demonstration at the nexus of working rangelands and conservation. Undertaking these efforts on lands adjacent to and managed in conjunction with USDI Bureau of Land Management grazing leases provides a particularly useful laboratory for learning, which at the University of Idaho spans K-12 education, postsecondary training, and adult public education through formal Extension activities.

Current instruction and research at Rinker Rock Creek Ranch is significantly limited by poor connectivity, no internet access, unpredictable and harsh weather, and inadequate classrooms to accommodate learning groups having a range of physical and learning abilities. The intent of this project is to provide investment in facilities and infrastructure aimed at solving these issues. The investment will better support and accommodate hands-on learning in a field setting for learners of all ages.

The project is consistent with the strategic education, research and extension and outreach goals and objectives of UI.

This project, and the resultant facility, is fully consistent with the principles, goals, and objectives related to outreach and extension within the University of Idaho's Long Range Campus Development Plan (LRCDP).

2. PROJECT COMPONENTS

The specific scope elements of the project are to:

- Restore and provide structural reinforcement to resist snow loads for an existing barn structure.
- Improvements and upgrades to the exiting barn structure to facilitate indoor academic learning, classrooms, and dry lab space for research demonstrations.
- Provide a solar power electrical generation system capable of satisfaction of the remote site's electrical needs to include support of classroom technology for satellite internet to facilitate Hyflex and online instruction with on-site data sharing.
- Provide suitable back up power generation.
- Provide and install vault restroom facilities at the site.

3. ALTERNATIVES

Two alternatives have been studied to date.

Alternative 1: No Action

This alternative provides for no further investment beyond remedial maintenance activities to the facilities at the Rinker Rock Creek Ranch Field Station. This will have the net result of severely limiting the ability of the Field Station to support the educational, research and outreach goals and objectives of the University of Idaho. This represents a tremendous lost opportunity cost to the university and its stakeholders.

For these reasons, the university rejected this alternative.

Alternative 2: Provide the Support Facilities as Described Herein

This alternative consists of a capital construction project to design and construct the project as described in this request. This will result in a more responsive and flexible set of facilities better suited to support the current needs and anticipated demands of the College of Natural Resources, the College of Agricultural and Life Sciences and the University of Idaho.

This approach is very well supported by the university's partners and stakeholders within the State of Idaho. The food animal industry is an important sector to Idaho's economy, which is aided by grazing on public lands. Funding for these desired facility improvements will result in enhanced training of the next generation of agency employees and practitioners on contemporary range management and animal science techniques on public lands. The skills acquired will enhance understanding of complex and litigious western rangeland issues, and support demonstration of techniques to accommodate livestock grazing, mining and recreation while sustaining healthy populations of sage grouse and other desirable wildlife in a landscape with potential for wildfire. The benefit to the State of Idaho is a more highly trained workforce capable of effectively balancing

competing uses, which may result in reduced conflict and litigation, improved financial return from federal grazing lands, and informed public dialogue on the benefits and challenges of western public lands

For these reasons, this is the university's preferred alternative.

4. VACATED SPACE

There are no vacated spaces created as a result of this project to report.

5. IMAGES





SET A
PROJECT APPROVAL FORM

BAHR

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 03 Rinker Rock Creek Ranch Education and Research Support Facilities

Building Statistics:

NASF: N/A
GSF: N/A
Net to Gross N/A

	Estimated Total Cost	Prior to Budget Year	1st Year FY23	2nd Year FY24	3rd Year FY25	4th Year FY26	5th Year FY27	6th Year FY28
PROJECT SUMMARY:								
A. Arch. & Engr. (Project Planning & Pre-Design)	11,230	0	11,230	0	0	0	0	0
Schematic Design	11,230	0	11,230	0	0	0	0	0
Design Development	22,460	0	22,460	0	0	0	0	0
Construction Documents*	39,305	0	39,305	0	0	0	0	0
Bid & Award Phase*	5,615	0	0	5,615	0	0	0	0
Construction Supervision**	22,460	0	0	22,460	0	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees	5,000	0	0	5,000	0	0	0	0
C. Tests, Permits, Fees, Etc.	15,000	0	3,750	11,250	0	0	0	0
SUBTOTAL ARCH. & ENGR.	132,300	0	87,975	44,325	0	0	0	0
D. Moving, Administration	7,500	0	1,500	6,000	0	0	0	0
E. Asbestos Abatement	5,000	0	0	5,000	0	0	0	0
F. Construction*** (Inc. Const. Cont.)	1,029,400	0	0	1,029,400	0	0	0	0
G. Owner Construction Costs	58,100	0	8,715	49,385	0	0	0	0
H. Furnishings/Moveable Equipment	0	0	0	0	0	0	0	0
I. Contingency (Project)	117,700	0	47,080	70,620	0	0	0	0
TOTAL PROJECT REQUEST	1,350,000	0	145,270	1,204,730	0	0	0	0

SOURCE OF FUNDS:

Permanent Building Fund	1,350,000	0	1,350,000	0	0	0	0	0
General Education	0	0	0	0	0	0	0	0
Federal	0	0	0	0	0	0	0	0
Bond Sale	0	0	0	0	0	0	0	0
Bond Reserve	0	0	0	0	0	0	0	0
Parking Funds	0	0	0	0	0	0	0	0
Other Funds, including Gifts (UI Funds)	0	0	0	0	0	0	0	0
TOTAL	1,350,000	0	1,350,000	0	0	0	0	0
Utilities	TBD							
Custodial	TBD							
Repairs & Maintenance	TBD							

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.): CNR Rinker Rock Creek Ranch Field Station Operating Funds.

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Inc. Const Contingency

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

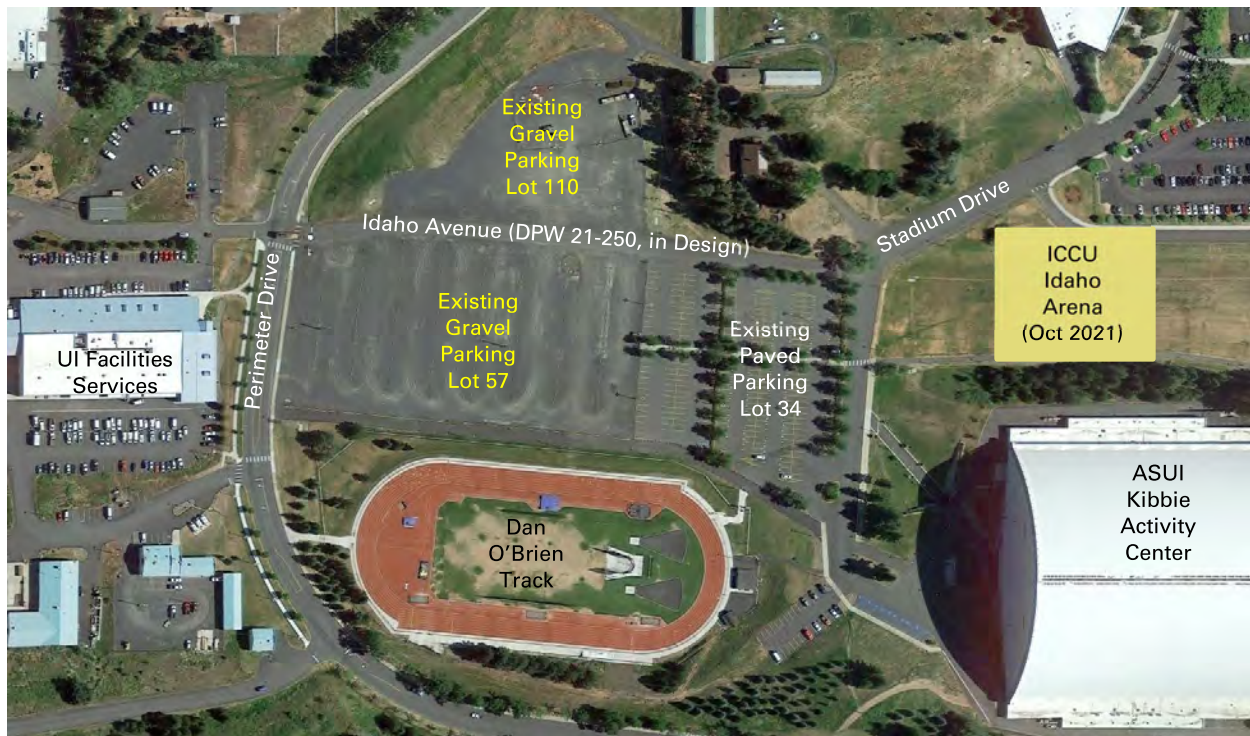
PROJECT SUMMARY

Project Title: 04 West Campus Event Parking and Support Facilities

Institution/Agency: University of Idaho

Brief Description:

This project request seeks to design and construct a fully developed, landscaped, paved parking facility to be located on the west side of the main campus of the University of Idaho. This parking facility is to be located west of the current ASUI Kibbie Activity Center and west of the newly constructed ICCU Idaho Arena. The purpose and intent of the proposed new parking facility is to provide for regular, daily commuter parking as well as to provide support for academic, university and community events to be held at these two facilities.



Existing Conditions, West Campus Parking Facilities

The desire for such a developed parking facility is long-standing and appears as a component of campus planning studies, illustrative plans and master plans dating back to the 1970's.

This project request seeks to work in a coordinated and integrated manner with a current Permanent Building Fund project to improve Idaho Avenue between Perimeter Drive and Stadium Drive. DPW project 21-250 was funded in FY2021 via the Alterations and Repair Category, is currently in the design phase and will be bid in spring 2022. These projects will work together to improve the overall environment of the west campus neighborhood in alignment with the residential campus, transportation, and overall goals of the university's Long Range Campus Development Plan (LRCDP).

This project aligns with the goals and objectives of the FY2022-2027 State Board of Education Strategic Plan by creating and developing a campus environment which will support the overall goals of the university to provide educational and outreach programs which will prepare students to gain skills and experiences supportive of their future success.

Project Scope:

New Parking and Event Support Facility

Lot size:

Creation of new, fully developed and
Landscaped, paved parking facility,
Includes all requisite and necessary
Access pathways, walks and ramps,
Safety and security lighting, Landscape
islands and buffers, Signage, and all necessary
appurtenances for safe and functional operation.
In addition, provision for power distribution
and data distribution throughout the lot
to strategic locations for event support.
All project fees, and related expenses
for a complete and functional
installation.

Stalls

approx. 650 +/-
(target, Lots
57 and 110
combined)

Estimated Total Cost:

Source of Project Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 4,000,000
Federal Funds	\$ 0
Bond Funds	\$ 0
Other (UI)	<u>\$ 0</u>

Total: \$ 4,000,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
All Sources Secured to Date	<u>\$ 0</u>

Total: \$ 0

Budget Year Request (FY2023)

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 2,000,000

It is the intent of the university to request a second iteration of \$2,000,000 in FY2024, thus making the cumulative total request of the Permanent Building Fund \$4,000,000, spread equally over two years.

Date Approved by State Board of Education:

Inclusion on the University of Idaho 6 Year Plan, FY2023, submitted July 1, 2021.

FY2023 represents the first year of request to the Permanent Building Fund for this facility.

1. PROJECT DESCRIPTION AND JUSTIFICATION

Project Planning Background:

With this project request the university seeks to upgrade and improve the aesthetics and environment and improve the daily commuter and event support parking experiences within the west campus neighborhood by investing in improved landscape and grounds, creating better connections to campus in general, providing improved parking opportunities, and improving the support and facilitation of university and community events.

The creation of a significant, fully developed, and landscaped parking facility on the west side of the main campus of the University of Idaho is a long-term campus master planning goal of the university. The 1971 illustrative plan indicates a major parking resource to the west of the then proposed ASUI Kibbie Activity Center, and a fully developed and landscaped parking facility between the ASUI Kibbie Activity Center and Perimeter Drive is a key component of the current Long Range Campus Development Plan (LRCDP). Such a parking facility plays a key role in supporting the residential campus, pedestrian-centric core of campus, and transportation goals of the LRCDP.

Upon completion of the ASUI Kibbie Activity Center, a gravel surface parking resource west of the Kibbie Dome was created, currently known as Lot 57. Subsequently, the existing gravel parking resource was expanded to the north in 2001, creating Lot 110. While this gravel parking resource has been expanded over the years, it retains to a large extent an “ad hoc” character and feel to this day. Portions of the lots are not lighted, and those that are lit are done so with surplus cobra head fixtures on temporary wood poles. The lot is open, barren and wholly unsuitable in its role as a first impression of the university for many communities and first-time visitors to the university.



Existing Conditions and Arrival Experience, West Campus Parking Facilities, Approach from Perimeter Drive

In 1989, the easternmost portion of this lot was developed and paved. This effort created Lot 34 and provided 290 parking stalls, landscape islands with trees, safety and security lighting, and a central walkway spine to gather patrons and facilitate their movement east/west through the lot. As part of the development of Lot 34, a paved east/west access way leading to and from Perimeter Drive on the west was provided.

In 2000, the university funded an initial conceptual study of the development of the gravel surface Lot 57 to the west of Lot 34, but that effort stalled and never developed into a fully funded design and construction effort.



Concept Study, West Campus Parking Facilities, April 2000

Currently, the university is working with the Division of Public Works (DPW) on a project effort to design and construct a new east/west roadway in the alignment of the accessway provided by the 1989 project. This project was funded by the Permanent Building Fund (PBF) in FY2021. DPW 21-250 is currently in the design phase and will be bid in spring of 2022, with construction slated to begin in summer 2022. This project will create a fully developed street complete with curb, gutters, sidewalks, lighting, and street trees, and it will define access drives into Lot 57 to the south and Lot 110 to the north. In addition, the project scope includes a gateway to Idaho Avenue at the intersection with Perimeter Drive. (See the Plans in Section 5, Images)

Overall, the current PBF and DPW project regarding Idaho Avenue, the improvements being completed by the ICCU Idaho project, and this project request will all work in integrated, coordinated fashion to provide the developed, landscaped commuter and event parking facility envisioned by the university's Long Range Campus Development Plan.

Project Description:

Both the ASUI Kibbie Activity Center and the new ICCU Idaho Arena facilitate and support general academic uses and events such as academic coursework, Convocation and Commencement ceremonies, academic lectures, seminars, etc. in addition to hosting university and community events and cultural activities. The scope of this project is to provide the facilities and resources to support both daily commuter parking and these events and activities.

The project consists of two fully developed and landscaped surface parking facilities west of the ASUI Kibbie Activity Center, The ICCU Idaho Arena and Lot 34. These new parking facilities will be located at the site of the existing gravel surface lots, Lot 57 and Lot 110. Lot 57, south of the new Idaho Avenue, is anticipated to be approximately 450 parking stalls. Lot 110, north of the new Idaho Avenue, is anticipated to be approximately 175 parking stalls. Lot 110 should also be designed with consideration for accommodation of Recreational Vehicles.

The vision is that the new lots should be designed to integrate with existing Lot 34 and existing Idaho Avenue. This includes the possible extension of the east/west pedestrian pathway and spine which currently exists in Lot 34, and/or some other suitable measures, walkways and pathways to accommodate safe and efficient pedestrian circulation. The lots should be fully developed with landscape islands and peninsulas sufficient to accommodate suitable street trees and other softscape materials, lighting, and signage. The design of the new lots should also include distribution of power and data infrastructure throughout both lots to strategic locations, complete with appropriate panels and pedestals, for the support of a variety of event set-ups and needs.

The project is consistent with the strategic goals and objectives of UI. The project is fully consistent with UI's strategic plan, specifically:

- This project provides a resource for commuter parking on the edge of campus, removing such commuter parking from the campus core in a manner consistent with the residential campus, pedestrian priority campus core and transportation goals of the LRCDP
- This project carries specific intent to support events and cultural activities which engage with the university's stakeholders, students, staff, alumni, and the greater community of the state of Idaho. The ASUI Kibbie Activity Center and the ICCU Idaho Arena host and support a variety of academic and cultural outreach events which enrich the collegiate experiences and careers of the students of the University of Idaho.
- These anticipated education, outreach, extension, and cultural activities have the power to engage the community and transform the lives of students and community members alike, and they have the potential to cultivate relationships and improve communication and collaboration between the university and the greater community.

This project, and the resultant facility, is fully consistent with the principles, goals, and objectives related to outreach and extension within the University of Idaho's Long Range Campus Development Plan (LRCDP).

2. PROJECT COMPONENTS

Specific scope elements of this project include, but are not limited to:

- Two fully developed and landscaped surface parking facilities west of the ASUI Kibbie Activity Center, The ICCU Idaho Arena and Lot 34. These new parking facilities will be located at the site of the existing gravel surface lots, Lot 57 and Lot 110.
 - Lot 57 south of the new Idaho Avenue, approximately 450 parking stalls (+/-).
 - Lot 110 north of the new Idaho Avenue, approximately 175 parking stalls (+/-). This lot should also be designed with consideration for accommodation of Recreational Vehicles.
- The new lots should be designed to integrate with existing Lot 34 and existing Idaho Avenue. This includes the possible extension of the east/west pedestrian pathway and spine which currently exists in Lot 34, and/or other suitable measures, walkways, and pathways to accommodate safe and efficient pedestrian circulation.
- Landscape Islands and peninsulas sufficient to accommodate suitable street trees and other softscape materials.
- Landscaped street frontage on Perimeter Drive.
- Irrigation systems as required to support the landscape materials.
- Safety and security lighting meeting University of Idaho design and construction standards.
- Regulatory, wayfinding, identification, and directional signage meeting University of Idaho design and construction standards.
- Distribution of power and data infrastructure throughout both lots to strategic locations, complete with appropriate panels and pedestals, for the support of a variety of event set-ups and needs.
- Repairs and improvements to Lot 34 as identified and as necessary to successfully integrate and tie these two, new lots in with existing Lot 34.
- All other necessary appurtenances and miscellaneous items necessary for safe and efficient operations.

3. ALTERNATIVES

Two alternatives have been studied to date.

Alternative 1: No Action

This alternative provides for no further investment beyond remedial maintenance activities to the existing gravel surface parking facilities west campus neighborhood. This will continue to present a poor image to the visitors and campus stakeholders of the university, negatively impacting recruitment and retention activities. This represents a tremendous lost opportunity cost to the university and its stakeholders.

For these reasons, the university rejected this alternative.

Alternative 2: Provide the Support Facilities as Described Herein

This alternative consists of a capital construction project to design and construct the project as described in this request. This will result in better support of the university's commuter students, faculty, and staff. It will provide for more efficient and flexible support of a variety of university academic, outreach, extension, and cultural events and activities. Importantly, it will provide an enhanced first impression of the university, its grounds and its environment which will reflect a high degree of intention and care in providing for a rich academic student experience. Such first impressions are vital to the university's recruitment efforts.

For these reasons, this is the university's preferred alternative.

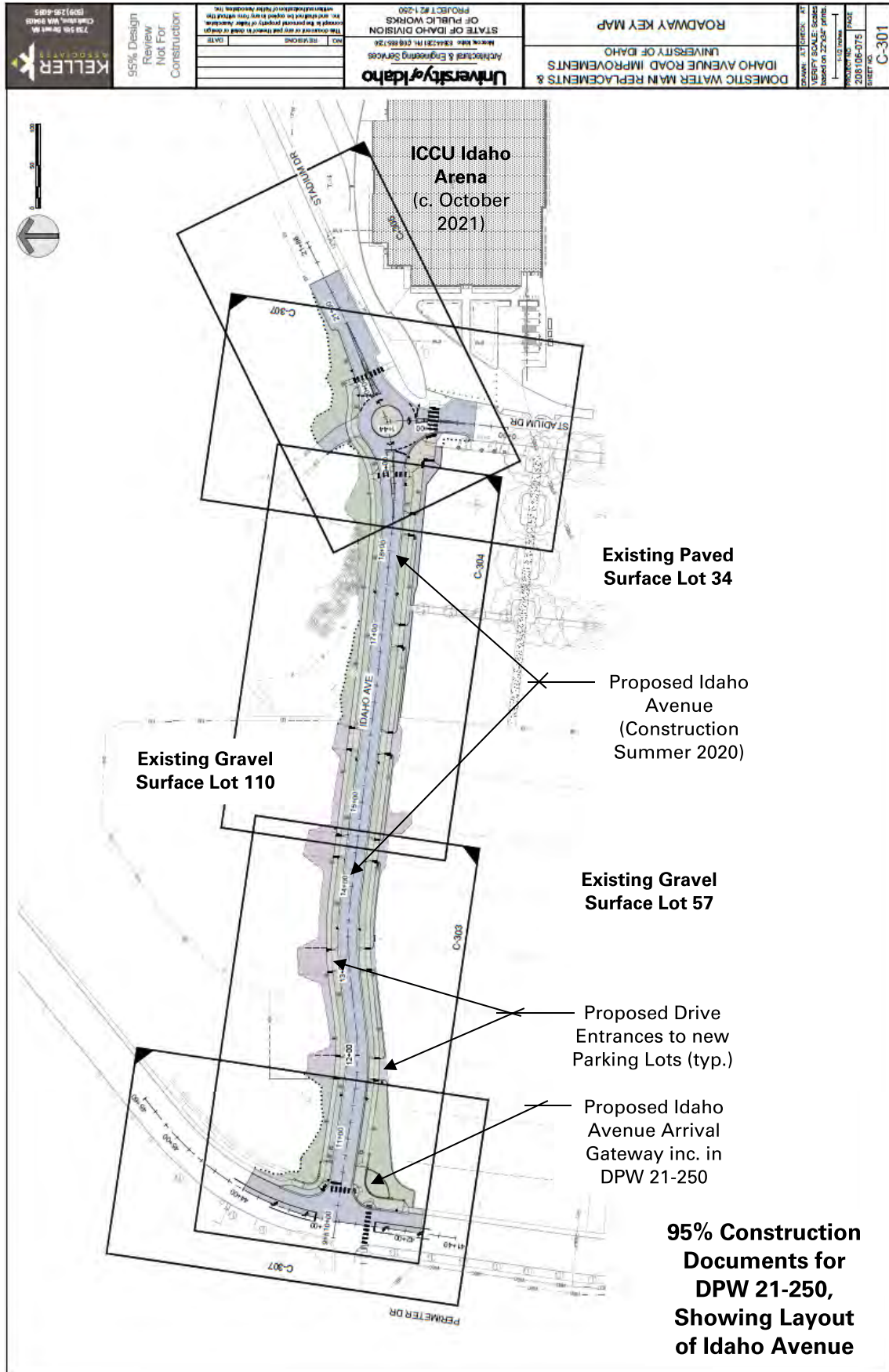
4. VACATED SPACE

There are no vacated spaces created as a result of this project to report.

5. IMAGES



Concept Study of the Arrival Experience, Idaho Avenue Improvements, DPW 21-250, September 2020



SET A
PROJECT APPROVAL FORM

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 04 West Campus Event Parking and Support Facilities

NASF: N/A
GSF: N/A
Net to Gross N/A
Stalls, Target: 650

Building Statistics:

	Estimated Total Cost	Prior to Budget Year	1st Year FY23	2nd Year FY24	3rd Year FY25	4th Year FY26	5th Year FY27	6th Year FY28
PROJECT SUMMARY:								
A. Arch. & Engr. (Project Planning & Pre-Design)	33,270	0	33,270	0	0	0	0	0
Schematic Design	33,270	0	33,270	0	0	0	0	0
Design Development	66,540	0	66,540	0	0	0	0	0
Construction Documents*	116,445	0	116,445	0	0	0	0	0
Bid & Award Phase*	16,635	0	0	16,635	0	0	0	0
Construction Supervision**	66,540	0	0	66,540	0	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees	0	0	0	0	0	0	0	0
C. Tests, Permits, Fees, Etc.	25,000	0	6,250	18,750	0	0	0	0
SUBTOTAL ARCH. & ENGR.	357,700	0	255,775	101,925	0	0	0	0
D. Moving, Administration	5,000	0	1,000	4,000	0	0	0	0
E. Asbestos Abatement	0	0	0	0	0	0	0	0
F. Construction*** (Inc. Const. Cont.)	3,050,000	0	0	3,050,000	0	0	0	0
G. Owner Construction Costs	223,700	0	33,555	190,145	0	0	0	0
H. Furnishings/Moveable Equipment	0	0	0	0	0	0	0	0
I. Contingency (Project)	363,600	0	145,440	218,160	0	0	0	0
TOTAL PROJECT REQUEST	4,000,000	0	435,770	3,564,230	0	0	0	0
SOURCE OF FUNDS:								
Permanent Building Fund	4,000,000	0	2,000,000	2,000,000	0	0	0	0
General Education	0	0	0	0	0	0	0	0
Federal	0	0	0	0	0	0	0	0
Bond Sale	0	0	0	0	0	0	0	0
Bond Reserve	0	0	0	0	0	0	0	0
Parking Funds	0	0	0	0	0	0	0	0
Other Funds, including Gifts (UI Funds)	0	0	0	0	0	0	0	0
TOTAL	4,000,000	0	2,000,000	2,000,000	0	0	0	0
Utilities	TBD							
Custodial	TBD							
Repairs & Maintenance	TBD							

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.): Parking Permit and Enforcement Revenues 85% / Event Operation Funds 15%.

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Inc. Const Contingency

CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Lewis-Clark State College

AGENCY PROJECT PRIORITY:1

PROJECT DESCRIPTION/LOCATION: Wittman Complex/Mechanical Technical Building System Updates

CONTACT PERSON: Julie Crea

TELEPHONE: (208) 792-2240

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Existing projects are upgrading restrooms for ADA accessibility, addressing facility programmatic needs, and fixing scuppers in the Wittman Complex. Another project is addressing fire sprinkler system replacement and minor program needs such as carpet and ADA accessibility in the Mechanical Technical Building (MTB). This request is to finish the necessary updates to these facilities; bringing them up to acceptable safety standards (particularly important given the programs housed – diesel, welding, collision repair, etc.).

- The HVAC systems for both buildings have been identified as end-of-life by an independent deferred maintenance study.
- Both buildings have dated fire alarms systems, and panels and devices are due for replacement.
- Wittman Complex is due to have its fire sprinkler system upgraded including main lines and sprinkler heads replacement (other parts as needed).

(B) What is the existing program and how will it be improved?

These two facilities house Career and Technical Education and Academic programs. The facilities are used heavily for classroom/lab instruction. These system upgrades will assure continuity in operations and instruction.

(C) What will be the impact on your operating budget?

This project will positively impact the institution's operating budget by increasing energy efficiency and lowering costs.

(D) What are the consequences if this project is not funded?

Lost energy efficiencies, ongoing cost escalation and gap in ability to move the overall campus deferred maintenance plan forward to improve capital asset/building efficiencies and lifespan. Continuity in operations may be a

challenge if there are HVAC system failures and life safety could be compromised with failures in alarm and fire safety systems.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	\$ 3,763,200
A/E fees	\$ 384,000	General Account	
Construction	3,200,000	Agency Funds	
5% Contingency	179,200	Federal Funds	
F F & E		Other	
Total	\$ 3,763,200	Total	\$ 3,763,200

AGENCY: Lewis-Clark State College

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Sam Glenn Complex Remodel

CONTACT PERSON: Julie Crea

TELEPHONE: (208) 792-2240

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

The Sam Glenn Complex remodel will replace the failing ceiling tile structure, install new carpeting, and address other minor repairs and needed painting. The ceiling tiles have a flaw in the design with the fixture method and need to be repaired as tiles are currently dislodging and falling at random times.

(B) What is the existing program and how will it be improved?

The Sam Glenn Complex is primarily an instructional facility for Career and Technical Education programs and houses important student support services such as a CTE tutoring center, Student Health, Student Counseling, and e-Learning Services (online learning management system). The updates will provide a safer environment. This facility has not had major non-system/structural updates since 1996.

(C) What will be the impact on your operating budget?

There is no anticipated impact on the operating budget.

(D) What are the consequences if this project is not funded?

There are potential safety issues with a faulty ceiling structure and ceiling tiles falling.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	\$ 2,352,000
A/E fees	\$ 240,000	General Account	
Construction	2,000,000	Agency Funds	
5% Contingency	112,000	Federal Funds	
F F & E		Other	
Other			
Total	\$ 2,352,000	Total	\$ 2,352,000

AGENCY: Lewis-Clark State College

AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Meriwether Lewis Hall Remodel

CONTACT PERSON: Julie Crea

TELEPHONE: (208) 792-2240

PROJECT JUSTIFICATION:**(A) Concisely describe what the project is.**

Meriwether Lewis Hall (MLH) was built in four phases, with the first constructed in 1970 and remaining phases completed in 1981. As a result, there are two independent HVAC systems that have always competed against each other thus making it difficult to regulate, control and maintain—issues especially relevant for science classes and labs both of which are conducted in this building. These systems have also been categorized as “end-of-life” and should be considered for energy efficient replacement. The electrical service was also identified as a high priority system that is past life expectancy and strongly recommended to be replaced by the deferred maintenance study. Additionally, MLH is due for fire alarm and sprinkler replacement, plumbing upgrades (failures are becoming more prevalent) and flooring upgrades. The building has recently received a new roof and LED lighting.

(B) What is the existing program and how will it be improved?

MLH is primarily an instructional building and houses classrooms and labs. Updating these systems will assure continuity in instructional operations.

(C) What will be the impact on your operating budget?

This project will positively impact the institution’s operating budget by increasing energy efficiency and lowering costs.

(D) What are the consequences if this project is not funded?

Lost energy efficiencies, ongoing cost escalation and gap in ability to move the overall campus deferred maintenance plan forward to improve capital asset/building efficiencies and lifespan.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	\$ 17,640,000
A/E fees	\$ 1,800,000	General Account	
Construction	15,000,000	Agency Funds	
5% Contingency	840,000	Federal Funds	
F F & E		Other	
Other (certification)			

Total	\$	17,640,000	Total	\$	17,640,000
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Agency Head Signature: _____

Date: _____

CAPITAL BUDGET REQUEST
FY 2023
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: College of Southern Idaho AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: Evergreen Building C-wing Remodel

CONTACT PERSON: Jeffrey Harmon TELEPHONE: 208-732-6210

PROJECT JUSTIFICATION:

(A) This project consists of remodeling approximately 10,000sf. The project will provide flexible classrooms, student work space, and remote learning technology while also providing an opportunity to replace aging electrical and mechanical infrastructure.

Project includes: interior demolition; reframing walls; all new electrical, HVAC, and DDC controls; new ceiling, wall, and floor finishes; and new I.T. infrastructure. No structural or exterior envelope work is anticipated. Hazardous abatement is not expected.

The College is requesting PBF funding with an agency match. CSI is requesting \$3,000,000 from PBF and CSI will match \$600,000 (this includes \$500,000 towards construction, \$100,000 for new FF&E and CSI will reuse some existing FF&E).

(B) This area previously housed small business and economic development offices. These were moved off campus so the area can be repurposed as student and academic space. Remodeling this space will benefit multiple academic departments including Physical Sciences, Agriculture, Art, and other academic programs. Two examples of desired spaces are 1) a STEM study lab and 2) classroom space that better supports a blend of face-to-face, hybrid, and remote online instruction.

(C) There will be no increase to CSI's operating budget. There is potential to realize deferred maintenance savings. Energy efficiency and long term durability will be central design considerations.

(D) Failure to fund this project will hinder CSI's ability to make the most efficient use of existing space and to adapt to evolving instructional methods and technology. Future deferred maintenance costs may increase if the project is not completed now.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land	\$ 0	PBF	\$ 3,000,000
A/E fees	\$ 350,000	General Account	
Construction	\$ 2,850,000	Agency Funds	\$ 600,000
5% Contingency	\$ 180,000	Federal Funds	
F F & E	\$ 200,000	Other	
Other	\$ 20,000		
Total	\$ 3,600,000	Total	\$ 3,600,000

Agency Head Signature: _____

Date: _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY, LEWIS-CLARK STATE COLLEGE and UNIVERSITY OF IDAHO

SUBJECT

Report on National Collegiate Athletic Association (NCAA) Academic Progress Rate (APR) Scores for Boise State University, Idaho State University and University of Idaho and National Association of Intercollegiate Athletics (NAIA) Return on Athletics (ROA) Report for Lewis-Clark State College

BACKGROUND/DISCUSSION

APR Report (Boise State University, Idaho State University, University of Idaho)

NCAA instituted the APR tracking system in 2004 in response to public concerns over academic performance and graduation rates among student athletes. The APR is determined by using eligibility and retention data for each student-athlete on scholarship during an academic year. Student-athletes are awarded points for each semester they are enrolled and for each semester they are eligible for intercollegiate competition. The single and multi-year APR is determined as a percentage of points earned divided by total points possible for that cohort, with the resulting number multiplied by 1,000. The highest possible score for a team is 1,000 (as calculated by the process described in the paragraph below). The NCAA calculates the APR rate as a four-year rolling average. Currently, the benchmark minimum score for each sport is 930, which the NCAA equates with a 50% graduation rate. Teams that fall below the 930 minimum are subject to sanctions which may include loss of scholarships. APR averages which fall below 900 over time may also include restrictions on practice time, loss of post-season competition eligibility, and other penalties.

Calculation of the APR. A team's APR cohort for a given year is composed of student-athletes who receive financial aid based on athletic ability; if a team does not offer financial aid, then the cohort consists of those student-athletes who are listed on the varsity roster on the first day of competition. Each student-athlete in the APR cohort has the ability to earn two points for each regular academic term of full-time enrollment. One point is awarded if the student-athlete is academically eligible to compete in the following regular academic term. The other point is awarded if the student-athlete is retained by the institution (i.e., returns to school as a full-time student) in the next regular academic term. Student-athletes who graduate are given both the eligibility and retention points for the term. Squads can also earn a delayed graduation point if a student-athlete who left the institution without graduating returns to the institution and graduates. At the start of each academic year, each Division I team's APR is calculated by adding all points earned by student-athletes in the team's cohorts in each of the previous four years, dividing that total by the number of possible points the student-athletes could have earned and multiplying by 1,000. Thus, an APR of 950 means that the student-

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

athletes in the cohort earned 95 percent of the eligibility and retention points that they could have earned.

Eligibility and Retention Rates. A squad's eligibility rate is calculated by taking all of the eligibility points earned during the previous four years, dividing that total by the number of eligibility points that could have been earned during that time and multiplying by 1,000. A squad's retention rate is calculated similarly using retention points earned and retention points possible.

Return on Athletics (ROA) Report (Lewis-Clark State College)

In 2019-20, the National Association of Intercollegiate Athletics (NAIA) implemented ROA to report on the sports and athletes at the colleges and universities which are members of NAIA. ROA is the NAIA's proprietary approach to the management of collegiate athletics. This approach is aimed at demonstrating how athletics have a positive impact on institutions' ability to identify opportunities to drive enrollment, improve student success, and grow net return on athletics.

The return on athletics information is reported in three areas:

- Institutional data which includes annual enrollment by gender, resident (in-state) tuition, non-resident (out-state, out of area) tuition, and other tuition rates that are specific to individual institutions such as LC State's Asotin County resident tuition. Other information collected includes the cost of room, board, and books for student attending an institution
- Data by sport includes revenues and expenses associated with the offering of each sport at the reporting institution
- Student data reports on athlete demographics including gender, race/ethnicity, first generation student status, tuition classification (resident, non-resident, other tuition), living on or off campus, academic exemption, athlete retention and graduation, and the different kinds of financial aid received by the athlete.

The NAIA uses academic exemptions to reward high achieving student-athletes throughout the year by not counting half of the financial aid toward the institution's allowable countable aid limits for those achieving 3.30-3.59 cumulative GPA, and reducing in whole the financial aid amount for those who achieving 3.60-4.00 cumulative GPA on the institutions limits on financial aid. The NAIA, like the NCAA, has limits on institutional aid that can be awarded to student-athletes who participate in an institution's sport program. Unlike the NCAA, the NAIA uses academic exemptions to allow institutions to expand rosters, thus allowing more students to participate and additional aid to be awarded to more students.

IMPACT

APR reports from the three NCAA member institutions are provided. All three institutions report that they are meeting the 930 APR benchmark.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Each institution usually has provided two formats for the APR reports. Both reports show the single and multi-year APR scores. The first report by Subgroup shows the percentile rank within the sport, all sports, Division I, public institutions, Football Bowl Subdivision, Football Championship Subdivision, and finally Division I (non-football). The second report includes the Multi-year Rate Upper Confidence Boundary and the multiyear and single year APR scores for Eligibility/Graduation and for Retention.

The APR report by Subgroups was not made available for 2019-20 by the NCAA.

Multiyear Rate Upper Confidence Boundary. A squad-size adjustment is a statistical margin of error, or confidence interval, applied by the NCAA when limited data are available to estimate a team's APR with appropriate confidence. The adjustment helps ensure that small squads are not penalized unfairly based on a small set of observations. Confidence intervals, commonly used in statistics, roughly represent a range of scores within which the true APR likely resides. The upper confidence boundary of a team's APR has to be below 925 for that team to be subject to APR penalties. The squad-size adjustment currently only applies to squads with three or fewer years of data or four-year cohorts of fewer than 30 student-athletes.

ATTACHMENTS

Attachment 1	Boise State University APR Summary
Attachment 2	Boise State University APR Report with Eligibility and Retention
Attachment 3	Idaho State University APR Summary
Attachment 4	Idaho State University APR Report with Eligibility and Retention
Attachment 5	University of Idaho APR Summary
Attachment 6	University of Idaho APR Report with Eligibility and Retention
Attachment 7	Lewis-Clark State College ROA Summary
Attachment 8	Lewis-Clark State College ROA Report

STAFF COMMENTS AND RECOMMENDATIONS

The APR system is a useful element in institutions' toolkits to track and encourage academic success for student athletes. When coupled with additional measures, such as grade point averages and graduation/degree completion results, the APR can provide performance metrics to support data-informed decisions and effective engagement by athletic departments and senior university leadership in support of the Board's academic goals.

Lewis-Clark State College has added its information this year. Although it does not fall under the same reporting requirements as the three universities, this report demonstrates LC State's desire to support the Board's academic goals in a comparable manner to the other three institutions.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD ACTION

This item is for informational purposes only.

**Boise State University
Spring 2021 NCAA Academic Progress Rate (APR) Report Summary**

Boise State Athletics set department records for single-year and multi-year all-department Academic Progress Rate (APR) scores in the NCAA's most recent figures. Bronco student-athletes combined for a 993 single-year score and a 992 multi-year score, each improving upon records set the previous year. The most recent scores saw 12 Bronco programs post perfect single-year APR scores of 1,000 for the 2019-20 academic year. Nine Boise State teams set program records for multi-year APR scores, which is calculated using a four-year rolling average through the 2019-20 academic year.

The NCAA is taking a two-year hiatus from publicly announcing APR scores and the accompanying NCAA Public Recognition Awards for programs with multi-year APR scores ranking in the top 10 percent of their respective sports nationwide. However, five Boise State teams posted perfect multi-year APR scores of 1,000.

Women's golf has eight consecutive multi-year scores of 1,000, while men's golf has five and gymnastics and beach volleyball each have four. Beach volleyball has earned every available APR point in the program's existence.

Men's basketball has recorded a perfect single-year APR score on three of the last four reports, leading to a program record 995 multi-year APR score.

NCAA Division I 2019 - 2020 Academic Progress Rate Institutional Report

ATTACHMENT 2

Institution: Boise State University

Date of Report: 07/01/2021

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2016-17, 2017 -18, 2018-19 and 2019-20 academic years. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2019 - 2020 (N)	Multiyear Rate	2019 - 2020	Multiyear Rate	2019 - 2020
Men's Basketball	995 (52)	N/A	1,000 (13)	1,000	1,000	969	1,000
Men's Cross Country	987 (58)	N/A	1,000 (13)	991	1,000	982	1,000
Football	985 (353)	N/A	983 (85)	987	981	974	987
Men's Golf	1,000 (39)	N/A	1,000 (9)	987	1,000	987	1,000
Men's Tennis	966 (33)	N/A	1,000 (7)	967	1,000	946	1,000
Men's Track	990 (82)	N/A	1,000 (19)	994	1,000	987	1,000
Women's Basketball	1,000 (59)	N/A	1,000 (13)	1,000	1,000	1,000	1,000
Women's Cross Country	992 (96)	N/A	976 (22)	989	976	995	976
Women's Golf	1,000 (32)	N/A	1,000 (8)	1,000	1,000	1,000	1,000
Women's Gymnastics	1,000 (48)	N/A	1,000 (12)	1,000	1,000	1,000	1,000
Women's Softball	994 (94)	N/A	1,000 (22)	995	1,000	989	1,000
Women's Soccer	998 (118)	N/A	982 (30)	1,000	1,000	991	964

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of student-athletes represented.

¹ Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

² Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

³ Denotes APR that does not subject the team to ineligibility for postseason competition due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

⁴ Denotes APR that does not subject the team to penalties due to the team's demonstrated academic improvement.

⁵ Denotes APR that does not subject the team to penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

⁶ Denotes APR based on a one year cohort, not subject to ineligibility for postseason competition and/or any penalties.

⁷ Denotes APR based on a two year cohort, not subject to ineligibility for postseason competition and/or any penalties.

⁸ Denotes that team is not subject to ineligibility for postseason competition and/or penalties based on institutional resources.

⁹ Denotes APR that requires an APP Improvement Plan be created for this sport.

NCAA Division I 2019 - 2020 Academic Progress Rate Institutional Report

ATTACHMENT 2

Institution: Boise State University

Date of Report: 07/01/2021

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2019 - 2020 (N)	Multiyear Rate	2019 - 2020	Multiyear Rate	2019 - 2020
Women's Beach Volleyball	1,000 (11)	1,000	1,000 (6)	1,000	1,000	1,000	1,000
Women's Tennis	984 (35)	N/A	1,000 (8)	985	1,000	984	1,000
Women's Track	989 (113)	N/A	979 (25)	986	979	986	958
Women's Volleyball	995 (54)	N/A	1,000 (14)	1,000	1,000	990	1,000

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of student-athletes represented.

¹ Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

² Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

³ Denotes APR that does not subject the team to ineligibility for postseason competition due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

⁴ Denotes APR that does not subject the team to penalties due to the team's demonstrated academic improvement.

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⁸ Denotes that team is not subject to ineligibility for postseason competition and/or penalties based on institutional resources.

⁹ Denotes APR that requires an APP Improvement Plan be created for this sport.

Idaho State University
Spring 2021 APR Summary Report

The 2019-20 **one-year score** for the Idaho State Department of Athletics was 959. The one-year Eligibility Score for the department was 957, and the one-year Retention Score was 961.

- 3 of ISU's 13 teams scored a perfect 1,000
 - Women's Golf had a single year score of 1,000.
 - Women's Softball had a single year score of 1,000.
 - Women's Volleyball had a single year score of 1,000.
- The Men's Basketball one-year score has remained the same for the second year in a row (958, 980, 981 & 981).
- The following teams saw an increase to their 2019-20 one-year score:
 - Women's Cross Country
 - Women's Golf
 - Women's Softball
 - Women's Tennis
 - Women's Track

The 2019-20 **multiyear score** for the whole department was 967. The multiyear Eligibility Score was 965 and multiyear Retention Score was 969.

- The Men's Basketball multiyear score increased for the second consecutive year (950, 949, 955, 975)
- Of all 13 teams, Women's Softball saw the greatest improvement in their multiyear score—18.19 AY: 940 to 19.20 AY: 951
- Of all 13 teams, Women's Soccer had the greatest decline in their multiyear score—18.19 AY: 987 to 19.20 AY: 964

Summary

- Five team's single year scores improved from the year before (Women's Cross Country, Women's Golf, Women's Softball, Women's Tennis and Women's Track)
 - The Women's Volleyball team had the same single year score, a perfect 1000, as they did in the 2018-19 school year.
- Six teams saw a decrease in their single year scores (Men's Cross Country, Football, Men's Tennis, Men's Track, Women's Basketball, Women's Soccer)
- Five teams improved their multiyear score from the previous year. (Men's Basketball, Women's Cross Country, Women's Golf, Women's Softball, & Women's Track)
- Eight team's multiyear scores decreased from the previous year (Men's Cross Country, Football, Men's Tennis, Men's Track, Women's Basketball, Women's Soccer, Women's Tennis & Women's Volleyball)

ATTACHMENT 4

NCAA Division I 2019 - 2020 Academic Progress Rate Institutional Report

Institution: Idaho State University

Date of Report: 06/01/2021

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2016-17, 2017 -18, 2018-19 and 2019-20 academic years. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2019 - 2020 (N)	Multiyear Rate	2019 - 2020	Multiyear Rate	2019 - 2020
Men's Basketball	975 (53)	N/A	981 (14)	990	1,000	960	960
Men's Cross Country	985 (35)	N/A	926 (8)	971	929	985	923
Football	953 (314)	N/A	925 (88)	936	912	955	939
Men's Tennis	974 (31)	N/A	967 (10)	983	1,000	964	929
Men's Track	986 (94)	N/A	962 (21)	967	950	989	974
Women's Basketball	991 (58)	N/A	982 (15)	1,000	1,000	981	963
Women's Cross Country	982 (70)	N/A	987 (20)	978	974	985	1,000
Women's Golf	986 (39)	N/A	1,000 (10)	986	1,000	986	1,000
Women's Softball	951 (69)	N/A	1,000 (19)	955	1,000	947	1,000
Women's Soccer	964 (108)	N/A	897 (28)	970	920	958	872
Women's Tennis	977 (36)	N/A	970 (10)	969	941	984	1,000
Women's Track	984 (126)	N/A	993 (38)	984	986	983	1,000

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N/A = No APR or not applicable.

N = Number of student-athletes represented.

¹ Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

² Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

³ Denotes APR that does not subject the team to ineligibility for postseason competition due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

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⁹ Denotes APR that requires an APP Improvement Plan be created for this sport.

NCAA Division I 2019 - 2020 Academic Progress Rate Institutional Report

ATTACHMENT 4

Institution: Idaho State University

Date of Report: 06/01/2021

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2019 - 2020 (N)	Multiyear Rate	2019 - 2020	Multiyear Rate	2019 - 2020
Women's Volleyball	988 (48)	N/A	1,000 (13)	988	1,000	988	1,000

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

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University Of Idaho
2019-2020 Academic Progress Rate (APR) Report Summary

Division I Academic Progress Rate (APR) was implemented in 2003 as part of an ambitious academic reform effort in Division I Athletics, the Academic Progress Rate (APR) holds institutions accountable for the academic progress of their student-athletes through a team-based metric that accounts for the eligibility and retention of each student-athlete receiving athletic aid for each academic term. Teams must earn a four-year average APR of 930 to compete in championships.

The University of Idaho sponsors sixteen NCAA sports. Academic Progress rate is calculated in fourteen sports due to Men's Indoor and Outdoor Track being counted as one APR score along with Women's Indoor and Outdoor Track being counted together as well. Currently, 13 of 14 teams maintain a 4-year average of at least 956 or higher. In the 2019-20 academic year, eleven out of fourteen sports posted a perfect 1,000 single year score. However, due to the impact of COVID, APR data from the 2019-2020 academic year will not be made public and no public recognition will take place as well.

Overall, the multiyear APR scores have once again reached an all-time high for the entire department just like the single year APR scores. Idaho's average multiyear APR score, by sport, is 986.2, an increase of 1.7 points from the prior year's average of 984.5. Idaho's average single year APR score is 993.4, which is an increase of 4.7 points.

Even with the continued APR improvement scores, both single year and multi-year, men's basketball program fell below the required 930 multiyear rate. In a "normal year" the penalty assessed would render the program ineligible for post-season competition. Due to the impact of COVID19, no APR penalties will be enforced for any sport. An improvement plan for men's basketball was required to be submitted, and was done so accordingly, to demonstrate to the NCAA the changes that are being implemented to improve the team's APR. With said changes in place, the men's basketball program is on track to raise its multi-year score above the required 930 mark. The implemented improvement plan has already demonstrated success as the men's basketball program is on track in 2020-2021 to have the highest single year APR score in 5 years. This projected score, combined with the steady increase over the last few years, should bring the program to sustainable level over 930 moving forward.

APR Public Recognition Awards

The NCAA annually honors teams earning multiyear Academic Progress Rates in the top 10 percent of all squads in each sport. As previously mentioned, due to COVID, no public recognition will take place, however during the 2019-20 APR cycle, the following teams earned perfect APR scores:

Men's Cross Country	University of Idaho	ID	2019-2020
Women's Cross Country	University of Idaho	ID	2019-2020
Men's Golf	University of Idaho	ID	2019-2020
Women's Golf	University of Idaho	ID	2019-2020
Men's Track and Field	University of Idaho	ID	2019-2020
Women's Track and Field	University of Idaho	ID	2019-2020
Men's Tennis	University of Idaho	ID	2019-2020
Women's Tennis	University of Idaho	ID	2019-2020

ATTACHMENT 5

Women's Basketball	University of Idaho	ID	2019-2020
Women's Swimming and Diving	University of Idaho	ID	2019-2020
Women's Volleyball	University of Idaho	ID	2019-2020

NCAA Division I 2019 - 2020 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/26/2021

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2016-17, 2017 -18, 2018-19 and 2019-20 academic years. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2019 - 2020 (N)	Multiyear Rate	2019 - 2020	Multiyear Rate	2019 - 2020
Men's Basketball	925 (52) ⁹	N/A	961 (13)	951	962	876	920
Men's Cross Country	1,000 (28)	1,000	1,000 (8)	1,000	1,000	1,000	1,000
Football	956 (371)	N/A	956 (93)	954	959	950	953
Men's Golf	1,000 (34)	N/A	1,000 (8)	1,000	1,000	1,000	1,000
Men's Tennis	991 (30)	N/A	1,000 (10)	964	1,000	1,000	1,000
Men's Track	994 (85)	N/A	1,000 (23)	988	1,000	994	1,000
Women's Basketball	986 (58)	N/A	1,000 (14)	991	1,000	981	1,000
Women's Cross Country	1,000 (47)	N/A	1,000 (12)	1,000	1,000	1,000	1,000
Women's Golf	1,000 (29)	1,000	1,000 (7)	1,000	1,000	1,000	1,000
Women's Soccer	995 (115)	N/A	991 (30)	1,000	1,000	991	982
Women's Swimming	998 (118)	N/A	1,000 (26)	996	1,000	996	1,000
Women's Tennis	975 (32)	N/A	1,000 (10)	983	1,000	967	1,000

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NCAA Division I 2019 - 2020 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/26/2021

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2019 - 2020 (N)	Multiyear Rate	2019 - 2020	Multiyear Rate	2019 - 2020
Women's Track	993 (115)	N/A	1,000 (31)	996	1,000	991	1,000
Women's Volleyball	995 (56)	N/A	1,000 (14)	1,000	1,000	989	1,000

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Lewis-Clark State College

2019-2020 NAIA Return on Athletics (ROA) Report Summary

Overall, the teams and athletes at LC State were quite successful during 2019-20 regarding their academic success, as 61% of student-athletes were awarded either half or full academic exemptions. For the 2019-20 reporting year, 69% of student-athletes were retained at the institution while 18% graduated for a combined 87% of athletes being retained or graduated from LC State. Because 2019-20 is the first year of the ROA, no data are available for comparison with previous years.

For the 2019-20 academic year, LC State was publicly recognized as having earned a Champions of Character Five-Star Award with gold distinction which is the highest level of achievement in the NAIA. The five-star tiers are gold, silver, and bronze which are determined by the final scoring of the Champions of Character scorecard. Gold level is composed of institutions scoring 90-100 points on the scorecard, silver level are institutions scoring 75-89 points on the scorecard, and bronze level are institutions scoring 60-74 points on the scorecard.

In other recognitions of academic performance, the NAIA evaluates and names Scholar Teams each year for their excellence in the classroom. Teams must have a minimum 3.0 GPA to receive this award. For the academic year 2019-20, LC State had eleven of its twelve teams named as NAIA Scholars Teams:

Men's Sports recognized as Scholars Teams	Women's Sports recognized as Scholars Teams
Basketball	Basketball
Cross Country	Cross Country
Golf	Golf
Tennis	Tennis
Track & Field	Track & Field
	Volleyball

Lewis-Clark State College
FY 2019-20

Sport	# Athletes	# Full and Half Aid GPA Exemptions	% GPA Exemptions	First Generation Students	% First Generation	Students who Graduated	Students who left	Students retained	% Retained	% Retained/G raduated
Baseball	34	9	26%	24	71%	5	8	26	62%	76%
(M) Basketball	16	9	56%	8	50%	2	3	13	69%	81%
(W) Basketball	12	9	75%	8	67%	2	1	11	75%	92%
(M) Cross Country	11	6	55%	7	64%	2	0	11	82%	100%
(W) Cross Country	13	12	92%	6	46%	2	1	12	77%	92%
(M) Golf	9	5	56%	7	78%	5	0	9	44%	100%
(W) Golf	12	9	75%	7	58%	2	1	11	75%	92%
(M) Tennis	13	8	62%	11	85%	1	4	9	62%	69%
(W) Tennis	12	10	83%	8	67%	0	2	10	83%	83%
(M) Track	24	11	46%	12	50%	5	2	22	71%	92%
(W) Track	28	24	86%	17	61%	6	2	26	71%	93%
(W) Volleyball	17	11	65%	7	41%	5	2	15	59%	88%
Total*	201	123	61%	122	61%	37	26	175	69%	87%

*Duplicated - students in more than one sport are counted once in each sport.

Full Aid Exemptions: Students who have a cumulative GPA of 3.6 or higher are exempt from having their aid counted towards the NAIA's scholarship limits.

1/2 Aid Exemptions: Students with a 3.3-3.59 cumulative GPA will have only one half of their aid counted towards the NAIA's scholarship limits

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

IDAHO PUBLIC TELEVISION

SUBJECT

General Manager Appointment

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Ron Pisaneschi retired as general manager of Idaho Public Television (IPTV) effective July 31, 2021. On July 26, 2021, the executive director of the State Board of Education (Board) appointed Jeff Tucker, IPTV Director of Content, as the Interim General Manager effective August 1, 2021 until such time the Board appoints a permanent general manager.

Board policy provides that the Board's executive director shall have authority to identify candidates and make recommendations for the appointment of agency heads, which must be approved and appointed by the Board. The executive director formed a Search Committee composed of the following individuals:

Dr. Dave Hill, Vice President, Idaho State Board of Education
Doug Balfour, President, Friends of Idaho Public Television Board of Directors
Judy Meyer, Friends of Idaho Public Television Board of Directors
Peter Morrill, General Manager (ret.), Idaho Public Television
Matt Freeman, Executive Director, Idaho State Board of Education

The committee developed and approved a job announcement for general manager position. A national search was conducted via industry trade websites. The committee reviewed and discussed applicants, and identified and interviewed finalists.

IMPACT

This appointment will ensure continuity of operations at IPTV.

ATTACHMENTS

Attachment 1 – Cover letter, resume and letters of recommendation – Jeff Tucker

STAFF COMMENTS AND RECOMMENDATIONS

The committee unanimously recommends to the State Board of Education the appointment of Jeff Tucker as General Manager.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

BOARD ACTION

I move to appoint Jeff Tucker as General Manager of Idaho Public Television at the rate of \$62.50/hour effective August 26, 2021.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

June 9, 2021

Mr. Matt Freeman
Executive Director
Idaho State Board of Education
650 W. State St. 3rd Floor
Boise, Idaho 83702

Dear Mr. Freeman and Members of the State Board of Education,

With an abundance of humility and enthusiasm, I am pleased to submit my application to become General Manager of Idaho Public Television.

When FCC Chairman Newton Minow proclaimed that television was a “vast wasteland” in his famous 1961 speech, he could not have foreseen how the television landscape would change 60 years into the future. I am not sure what Minow would say about today’s commercial- and corporate-owned media, but I do believe he would point to IdahoPTV as a beacon for what television can do -- harness the power of public media to encourage lifelong learning, connect our communities and enrich the lives of all Idahoans. I am proud of the role I have played in the past to help make IdahoPTV a national leader in public television. And now I’m excited to take IdahoPTV into the future.

As General Manager (GM) of IdahoPTV, I will work tirelessly to build upon the incredible foundation of our success including the trust we have earned among our many constituencies and the demonstrated high quality of our locally produced programs, education content and diversity of viewing platforms. I will continuously calibrate what Idahoans want from their public television. I will lead our talented team with authenticity and fairness. I will fortify the positive relationships in state government I’ve established over the past 21 years and build new ones to successfully guide us through our state funding appropriation. Equally as important is our private fundraising efforts. I am excited to learn and do more with our wonderful team at IdahoPTV.

As the new GM, I will also initiate new endeavors to strengthen IdahoPTV. I want to build on our promise to provide lifelong learning by engaging viewers with media and civil literacy education. When we educate viewers on the important topics of our time we bolster our collective knowledge base and understanding of our society and each other. To ensure continuity and quality of this valued resource, we must also address proper succession planning and leadership training.

As I reflect on my career, I realize I’ve been preparing for this moment from the beginning. It was always one step at a time without this being the end goal. I began at IdahoPTV as a volunteer for KAID in 1983 while in high school and then into college on the campus of University of Idaho at KUID. My first full-time position at IdahoPTV was as lead director, videographer and editor for the largest single series ever for our agency. I learned so much from my colleagues during those early years. They led by example. They taught, corrected and pushed me and helped

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unleash my creative potential. The staff at IdahoPTV became and continues to be my extended family. After a decade at IdahoPTV, I realized I needed other world experience. In 1993, I established a full-service video production company working locally, nationally and internationally for large corporate clients and national media outlets. I was responsible for all aspects of the business. Tucker Productions taught me many things that I needed to be successful in any position. But work for most commercial clients did not fulfill my need to work with organizations with high journalistic standards. After 8 years of commercial video success, I returned to IdahoPTV to become a part of something bigger.

In 2001, I accepted a management role within the production department at IdahoPTV where I honed critical skills -- budgeting, scheduling, prioritizing and strategizing -- that led to improved efficiencies and communication. I worked hard to build better interdepartmental relationships and implement editing and networking improvements leading our production team into the world of high definition long-form documentary and studio production. After the launch of *Idaho In Session*, our gavel-to-gavel coverage of the legislature, I worked hard to make the service a success. Since 2002, I have managed and grown this service which is now a key in our standing with the legislature and the public.

In 2013, when Ron Pisanechi accepted the GM position, I was appointed Director of Content Services, overseeing four departments, up to 11 direct reports (33 full-time and 13 part-time) and a \$4 million budget. I was entrusted to resolve sensitive personnel issues; fundraise; build an education department; refine our communications processes; vastly improve our brand identity across all platforms; leverage our presence in social media; stake our claim in the digital realm and create and hire a new director-level position. In 2019, as Director of Content, I continued to lead the launch of IdahoPTV's newest original production, *Idaho Experience*. I helped secure and manage national grant projects such as American Graduate and led a four-state partnership grant request for a forthcoming series called Coming Home.

IdahoPTV has a myriad of funding sources. Each one is vitally important to our success.

I have played a key role in securing private funding for our work and I regularly meet with private donors, present to groups throughout the state and participate in or lead grant requests.

As Director Freeman and the Board Members know, state support for IdahoPTV, which constitutes a smaller but significant portion of our overall budget, is precarious. During the 2021 legislative session, state funding was approved by the narrowest of margins in the House of Representatives. I understand completely how the state system functions and the various roles of the Governor's office, Division of Financial Management, individual legislators and the Legislative Budget Office. As GM, I look forward to guiding IdahoPTV through the state budgeting process by continuing to build trusted relationships, listening and quietly but confidently standing up for what our agency needs to survive and thrive.

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I understand the policies that govern the relationship between IdahoPTV and the Idaho State Board of Education, our Friends of Idaho Public Television Board, its endowment and the surrounding legal principles. I know what it means to be a non-commercial broadcaster as defined by the Federal Communications Commission and the tremendous opportunities for grants and support that the Corporation for Public Broadcasting offers.

Public and private partnerships are also vitally important to IdahoPTV. I recently worked to create a new public partnership with the Idaho Workforce Development Council to build video content to highlight pathways to high-skilled, in-demand careers for Idaho's students and a private partnership with St. Luke's Health System to improve public awareness of adverse childhood experiences. I will continue to steward the important relationship with Idaho's universities where our studios, KISU and KUID, are located.

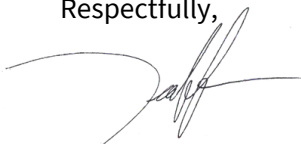
I have worked very hard for IdahoPTV for almost 30 of its +56 year history. But there is more critical work to be done. We must produce and distribute more trusted local educational resources and productions; build a better alignment with our organization and Friends Board; re-engage our administrative group by updating our strategic plan and train our future leaders to, one day, take the reins of the organization.

I am energized by this opportunity and anxious to lead our talented and hardworking staff forward. I believe I have earned their trust. In the spirit of life-long learning, I enrolled in and graduated from the state Certified Public Manager program where I invested more than 400 hours over 22 months to improve and strengthen my leadership capabilities.

IdahoPTV is one of our state's most cherished resources. It expands our horizons, keeps us connected and helps us understand our world and place within it. I believe I am the right person to steward this precious resource.

Included in this package is my resume and letters of reference. I have also included an addendum that outlines in more detail my qualifications to meet the duties and specific functions as outlined by the position posting.

Respectfully,



Jeff Tucker

JEFF TUCKER

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M. 208 867 5748

EDUCATION AND CERTIFICATIONS

State of Idaho Certified Public Manager
Graduate, 2021
Nationally recognized 22-month management
course for public managers

PBS Digital Immersion Program
Participant, 2017
Professional development focused on
developing strategic and organizational tactics

University of Idaho
Bachelor of Science, 1985
Broadcast Telecommunications - major
Business Management - minor

ORGANIZATIONS AND COMMITTEES

University of Idaho McClure Center
for Public Policy Research
Advisory Board

Idaho Workforce Development Council
Community Outreach Committee

Public Media Executive Content Managers
Working Group

National Educational Telecommunications
Association
Past Production and Management Chair

PROFESSIONAL EXPERIENCE

DIRECTOR OF CONTENT

Idaho Public Television | Jan 2019 - present

Manage departments and people in critical areas:

- Content and Programming - Oversee five direct reports in department of 29 employees; oversee programming, sharing production duties with executive producer; oversee technical, production and strategy of all ongoing local and independent productions including: *Idaho Experience*, *Idaho Reports*, *Idaho in Session*, *Dialogue*, *The 180*, *Science Trek*, and other special programs such as *American Graduate* and *Resilient Idaho*; oversee digital content initiatives and external partnerships
- Education - Oversee one direct report in department of six employees; oversee strategy to have a broad reach in communities with special focus on families and teachers and to forge strong statewide and national partnerships; was a leader with PBS Teacher Community Program and PBS Parent Engagement in Schools grant; serve as project manager for Preschool Development strategy grant gathering partners and lead organizing of deliverables; created budget and helped coordinate improved delivery of critical local education through projects such as *Classroom Idaho*

Play a key role on the management team including personnel and finance:

- Serve as acting General Manager when GM is absent
- Help guide employee matters including sensitive personnel issues and staff transitions; organize and oversee the implementation of COVID-response policies and protocols for production ensuring the uninterrupted delivery of high quality live and broadcast programming and services including *Idaho in Session*
- Align production, education programming and communication department personnel responsibilities based on abilities and strategic needs and mission; serve as lead on hiring committees for key production and education staff
- Key participant in budget setting for agency and oversee combined department budget in excess of \$3.6 million. Work and communicate directly with Idaho Division of Financial Management and Legislative Budget Office
- Participate in full agency budget development of more than \$9 million and revenue setting for state fiscal year 2020 and 2021
- Key on-air and in-person fundraiser; make presentations to the public and meet with major donors
- Project manager for long term grants from Corporation for Public Broadcasting (CPB), secured grants from Idaho Workforce Development Council, oversaw all work on rural initiative production grant to CPB for \$980,000

Demonstrated knowledge of technology and operational management:

- Key player in conversion to high definition studio, edit and field production
- Deep understanding of technical infrastructure needed for statewide operations
- Oversaw purchase and implementation of video archive system

Initiate projects that expand and improve programming:

- Manage *Idaho in Session*; expanded service from a streaming webcam to fiber connected, multi-camera coverage of the Idaho Legislature and Supreme Court; defined capital replacement plan for critical equipment
- Provide video support to Governor's office and Idaho Legislative Services
- Serve as executive producer of *Idaho Experience*
- Implemented viewer surveys to guide content strategy for productions
- Form external partnerships, acquired funding and led production of programs on adverse childhood experiences, education and rural issues

Build relationships with key constituents:

- Liaison to legislators, the Governor and other statewide officers and state agency leaders for *Idaho in Session*
- Forge partnerships between IdahoPTV and state and national organizations
- Serve on numerous state and national panels and advisory groups

JEFF TUCKER

4922 W. Outlook Ave.
Boise, ID 83703

O. 208 373 7371
M. 208 867 5748

REFERENCES

Brent Hill

Former Idaho State Senator
and Senate Pro Tempore

Eric Milstead

Agency Director,
Legislative Services Office

Jean Mutchie

Community Health Manager at St. Luke's
Health System
Culture of Health Leaders Fellow, Robert
Wood Johnson Foundation
Nampa City Council Chairman

Bev Harad

IdahoPTV Friends Board of Directors,
Ex Officio

Joy Fisher

Executive Director of University of Idaho
Foundation
IdahoPTV Friends Board of Directors,
Ex Officio

Bruce Reichert

Executive Producer,
IdahoPTV

Nancy Viano

Former IdahoPTV Director of Development
and Marketing

Stephanie Aaronson

Senior Vice President, Engagement,
Corporation for Public Broadcasting

Max Duke (available via phone)

(703) 739-5409
(571) 216-2524

Vice President, Station Strategy &
Development, PBS

BAHR

ATTACHMENT 1

PROFESSIONAL EXPERIENCE

DIRECTOR OF CONTENT SERVICES

Idaho Public Television | Aug 2013 – Dec 2018

- Oversaw communication and membership teams with 11 full-time direct reports in addition to production, programming and education departments
- Laid the foundation, established timeline and workflow for the 2019 redesign of idahoptv.org website
- Led project management and content development of *Idaho Experience*
 - Built budget and timeline
 - Hired strategy consultant to work on series audience and brand identity
 - Hired lead director/videographer and coalesced personnel around the endeavor
 - Set timeline for social media and content production
 - Worked with consultant and IdahoPTV General Manager and Director of Development department in writing a successful grant for three years of production support

PRODUCER/DIRECTOR, PRODUCTION MANAGER

Idaho Public Television | July 2001 - July 2013

- Returned as Producer/Director and then promoted to Production Manager
- Managed up to five technical production staff and oversaw \$1 million production budget
- Played an integral role in the planning, design and transition of the production facility (both field and studio) to high definition
- Oversaw the implementation of the Avid nonlinear network from one to seven Avid edit bays and the implementations and operation of three Avid Unity shared network storage systems

OWNER

Tucker Productions | Jan 1994 – June 2001

- Sole proprietor of a full service video production company with clients and work from across the United States, Canada and Mexico. Services included producing, directing, shooting, and editing for regional, national and international clients including major broadcast and cable networks, independent producers and major corporations such as HP and Micron
- Fully responsible for employees and contractors, IRS filings, workers comp, state tax filings
- Managed budget, cash flow and operations with \$300,000 in annual revenue

PRODUCER/DIRECTOR

Idaho Public Television | Aug 1990 – Dec 1993

DIRECTOR/VIDEOGRAPHER/EDITOR

Idaho Public Television | Aug 1988 – Aug 1990

NEWS PHOTOGRAPHER/EDITOR

KREM TV | 1987 – 1988

INTERN, VIDEOGRAPHER, EDITOR, DIRECTOR

KAID, KUID TV | 1983 – 1988

1 Administering the system in all matters relating to the finance, personnel, programming, and operational management

Finance: For two decades, I have played key roles in IdahoPTV's budget and strategic planning. As Director of Content, I oversee multiple department budgets. For state fiscal years 2020 and 2021, I helped determine the budget and revenue setting for all departments. I understand our budget well and will work with our strong fiscal team to stay efficient and effective while true to our mission and goals.

Personnel: Aligning personnel with departmental needs and projects in order to achieve our mission is critical for the stability and happiness of our talented staff and the continued success of IdahoPTV. In addition to my experience of hiring, evaluating and leading the personnel in the departments I oversee, I have also led the development of several new and large scale initiatives that require realigning staffing and procedures. I've created and filled a new management-level position, which transitioned to a director-level position, and have worked very hard to strengthen interdepartmental connections.

Programming: Private funding allows us to produce our own high quality programs and showcase outstanding content from PBS. State funding allows us to get the programming out to the entire state. Occasionally this symbiotic relationship experiences friction, especially when a very small but very vocal subset of viewers tell their legislators that they are unhappy with certain content on national programs. Navigating this friction is challenging: we must defend our content AND listen to our viewers. I will work hard to create partnerships and listen to and understand our viewers and funders in order to build consensus and continue our important work.

Operational Management: I have a clear understanding of IdahoPTV's internal and external operations. Internally, I have worked very closely with the staff in technology (the people who maintain the delivery of our 5 channels of programming, 24/7) and development (those who secure funding from private donors, foundations and businesses). I have great confidence in and respect for these teams and their leaders. I will continue to work to find out what each person needs to excel in their functions and, as always, will listen, weigh the pros and cons and make decisions based on what is best for the entire organization.

Externally, I also am keenly aware of operational management guidelines outside of the agency, including the Governing Policies and Procedures relating to our role as a state agency governed by the Idaho State Board of Education, the Guiding documents that help to determine how the Endowment and Friends group interacts with the state agency and the operating agreement between the Friends of IdahoPTV and IdahoPTV.

2 Developing long-range planning and objectives for the system and its personnel

I have been involved in the ongoing long-range planning and objectives for IdahoPTV and its personnel for decades. I've also initiated the creation of new programs and services with our long term sustainability in mind.

As GM, the most pressing and important challenge for the long-range health of our organization is our relationship with the legislature. The most pressing need is a contingency plan in the event of the loss of state funding. The 2022 legislative session will be a critical period for our agency.

Moreover, our long term planning must include: succession planning; training to become a more resilient organization; audience surveys; viewership strategy; trusted and localized Idaho education resources; review and update of our strategic plan; and the creation of internal working groups to train new managers and tackle operating issues collaboratively.

3 Formulating and preparing budget requests for approval by the State Board of Education and the Idaho Legislature

IdahoPTV is a small but relatively complex state agency with an annual budget of more than \$9 million. Although I have played a key role in the budget development process as it relates to the State Board, Division of Financial Management, Legislative Budget Office I will continue to learn more.

We have a strong fiscal team that works well with all of the key players and I have enjoyed an effective working relationship with all of our analysts over the years.

In the past, our finances have been misunderstood by many legislators. As GM, I look forward to the opportunity to discuss and educate legislators about the fiscal operations of IdahoPTV.

4 Developing and establishing policies relating to public broadcasting for approval by the State Board of Education. These policies will be developed in consultation with constituent groups and individuals

I have a thorough knowledge of the history of IdahoPTV and the significance of policy changes over the years. As GM, I will be extremely proactive about working with the groups and individuals who impact our policies. In doing so, I will mitigate the risk of controversy and the adverse effects of reacting too quickly in the face of challenges.

IdahoPTV operates under the State Board of Education's Governing Policies and Procedures, which provides guidelines for: operations; choosing and scheduling programs (that may be subject to the State Board's prior approval); principles of programming and content; and the need to follow written procedures. Monthly programming reports are required to include viewer comments, upcoming programming and content overviews. Another key policy describes the relationship between IdahoPTV's 501-(c)(3) non-profit fundraising group and IdahoPTV, an entity of the State Board of Education. A 2007 overview of the legal principles impacting IdahoPTV and its foundation and friends groups was written to provide guidance on this relationship.

I will regularly review our governing policy descriptions and legal reviews to make sure they are still relevant and to keep IdahoPTV, our Friends Board and our license holder - the State Board of Education - in sync.

5 Preparing and submitting reports to the Federal Communications Commission, the Board of Education, Public Broadcasting Service, Corporation for Public Broadcasting, and other state and national organizations as needed

IdahoPTV is a non-commercial, educational broadcasting entity that is required by the FCC to submit certain reports focusing on a myriad of information. It includes but is not limited to donor lists, issues/programs, investigations and complaints, EEO, children's programming, retransmission agreements and more. As GM, I will be responsible for the accuracy of all information in these reports.

The CPB also requires reports for all grants given to a station. This includes a yearly report for our service grants. It also requires a Local Content and Service Report that outlines our work for the community. I thoroughly understand and have been a regular contributor to these reports.

I am also involved in the IdahoPTV Strategic Plans and Performance Measures that are submitted to the State Board and DFM that outline our five year goals and objectives.

6 Evaluating the effectiveness of the IdahoPTV system, including collecting the necessary information on viewership and use. Implementing improvements based on that data.

In the last two years, I have worked with staff to establish metrics on viewership (broadcast, online and social media) in order to establish key performance indicators. We have begun to make decisions based on data -- a process I strongly feel we should continue. In addition to standard Nielsen rating information, our audience measurements now include online and streaming viewership information.

An issue brought to me by the Governor's staff illustrates my approach to using data to improve our work. During the 2019 session, our Idaho Reports team filed numerous Freedom of Information requests, a process with which some legislators took exception. I tackled this conflict using a proactive and transparent approach. We administered an attitudinal random survey of Idahoans, performed a content audit and, based on the findings, designed a communications plan. The result was an increase in our viewership and trust. The survey also gave us invaluable audience data that we can reference and compare in the future.

7 Consulting with the Friends of Idaho Public Television on all matters of major policy pertaining to system activity

The community leaders who make up our Friends Board have provided invaluable guidance and fundraising for IdahoPTVs success. As the new GM, I would continue to leverage their influence to help build political and community support.

I have been the liaison on the Friends of IdahoPTV Recruitment Committee and have helped various recruitment chairs find and bring forth many board candidates. I thought it was important to build a strong and diverse board and worked to recruit young parents, participants from different areas of the state and Idaho-focused industries.

Because of my understanding of the legislative process, how budgets are set, the key players and how all of this relates to the larger debate on public education, I also play an essential role on our Friends of IdahoPTV's Advocacy Committee.

8 Advocating for and promoting IdahoPTV activities, mission and goals

What IdahoPTV does and how we do it is easy to promote in our community. We strive to serve our diverse, statewide audience. Whether I am on-air fundraising during live pledge events, speaking to an individual at their kitchen table or a group in an auditorium, I am proud to promote our organization with excitement, humor and a little fun. I have communicated effectively with many of our partners and major donors and look forward to interacting with more of them.

It is worth noting that our Friends of IdahoPTV board members are also key to promoting our activities, mission and goals. If we continue to attract, retain and educate good board members, we will have strong voices for IdahoPTV in communities across the state. They represent a great opportunity in promoting our work in their communities.

Working with legislators would also be a major part of my advocacy work as GM. I will endeavor to meet with as many legislators as possible before the start of the 2022 legislative session. As my reference letters will attest, my standing as a life-long Idahoan with broad experience at the statehouse and as a consensus builder with a friendly personality will help me to continue to build trusted relationships, friendships and alliances.

9 Consulting with the state's colleges and universities in matters relating to higher education services or activities provided by IdahoPTV

IdahoPTV has a mutually beneficial relationship with our state's colleges and universities.

I've led programs that highlight college and career opportunities for junior high and high school students and for Idaho's tribal communities through the Journey to Education series of projects and I managed the CPB's American Graduate grant. I also connect regularly with educators at universities connected to KUID and KISU to expand opportunities for students in mass media and journalism. I have promoted internship opportunities at IdahoPTV, which provides strong on-the-job experience.

I also initiated a partnership between IdahoPTV, the University of Idaho's McClure Center for Public Policy Research and Boise State University's School for Public Service to produce and air Idaho Debates.

10 Managing and improving a highly efficient operating model of programming, production and revenue generation

The success of IdahoPTV rests on the management and improvement of our programming, production and revenue generation. One can't succeed without the other. We must always look forward.

Viewers watch because of high quality programming from PBS. They also see our acquired content as educational and enjoyable. Our local content is what we are known for. People are so many times reminded by our local productions of what it means to be an Idahoan, We can instill a sense of pride in our viewership. We also educate and inform through programs like Science Trek and Idaho Reports. Bringing all of these programs to our viewers costs money.

As GM, I will provide training for staff, not only to function in their jobs, but to build the next generation of leaders within the organization. We will seek out and evaluate new platforms and distribution channels to bring our content and educational services to as many citizens of this incredible state as possible. Our fundraising team will look for new ways and new places for private and grant funded opportunities. I look forward to playing a deeper and more connected role with our fundraising department. We will work to ensure IdahoPTV remains relevant and essential to a new generation of viewers. And with a combination of robust content strategies and continuous evaluation of each program, we will align our offerings with viewers' needs and desires.

I have been involved with the design, implementation and management of large and small grants at IdahoPTV. Using these opportunities effectively is important in order to keep within our mission and provide quality content and services to Idahoans.

11 Performing other miscellaneous and special duties as assigned

“Special duties as assigned” is something with which I am extremely familiar and comfortable. Although my current position as Director of Content has specific duties, my work is full of unanticipated changes and new projects.

The media landscape is changing at a rapid pace and I am comfortable with leading a team through change. I can quickly pivot when needed without losing sight of our mission and goals. Our political landscape is also changing at a rapid pace. This is a place I will need to focus an inordinate amount of time as GM. I can move between political needs and the agency’s best interest.

Forging partnerships has also fallen into my job description. Strategic partnerships are important to IdahoPTV in many ways. It connects us with other partners, both private and non-profit, and identifies important topics for our audience. These partnerships are important for fundraising, programming and our connection to the wider community.

H. Brent Hill
Idaho State Senator 2001-2020
Senate President Pro Tempore 2010-2020
brent@hillfamily.net

June 5, 2021

Re: Recommendation for Jeff Tucker

Matt Freeman, Executive Director
Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Mr. Freeman and Board Members:

As you search for the right person to serve as the new General Manager of IdahoPTV at Ron Pisaneschi's retirement, I recommend that you strongly consider Jeff Tucker. I have known Jeff ever since I began my 19-year tenure in the Idaho Legislature. I was first impressed with his technical skills as I saw him confidently tackle the challenges facing Idaho in Session over the years. During the renovation of the Capitol building, he made the move to the old Ada County Courthouse ("Capitol Annex") and back again to the statehouse appear stress-free, although I know it was an extremely challenging task to transition from one facility to another. But, regardless of the technical and logistical challenges IdahoPTV faced over the years, we in the Legislature never had to worry about the job getting done. Jeff approached each undertaking cheerfully, confidently, and with complete transparency.

As I became even better acquainted with Jeff, I learned that he also possessed extraordinary people skills that made him an effective manager and valuable leader. He worked closely with legislative leadership and the Legislative Services Office to determine operating budgets and to advance the objectives and coverage of Idaho in Session. Through the process, he developed an extraordinary working relationship with us, earning our respect for his dedication to the legislative process and his commitment to IdahoPTV's mission. He always viewed IdahoPTV as a strong connector for Idaho citizens. Even beyond keeping people abreast of legislative issues and events, Jeff understands the how much good IdahoPTV can do to provide quality educational and informational content. The media, news and public affairs industry is changing rapidly and we need effective, dedicated leadership to make IdahoPTV an even greater asset to our state. Jeff's friendly personality, management skills, strong character, and broad experience help qualify him to provide the leadership we need. I have watched him attack problems directly and honestly, using wisdom and moral courage. His temperament and leadership style inspire others in the organization to follow his example of hard work and dedication.

I strongly endorse Jeff Tucker for the IdahoPTV General Manager position.

Sincerely,


Brent Hill
BAHR



Legislative Services Office

Idaho State Legislature

Eric Milstead
Director

Serving Idaho's Citizen Legislature

May 27, 2021

Mr. Matt Freeman
Executive Director
Idaho State Board of Education
650 W. State St., 3rd Floor
Boise, ID 83702

Dear Mr. ^{Matt}Freeman,

It is my pleasure to recommend Jeff Tucker as General Manager of Idaho Public Television.

I have worked with Jeff for a number of years through his work with Idaho in Session and all manner of events where the Legislature has used IPTV services. Throughout these many instances, I have seen Jeff's effective leadership firsthand. He is consistently helpful and inventive in tackling and solving the myriad issues that arise in broadcasting legislative proceedings.

Jeff would be a good fit for this position for a number of reasons, but let me briefly discuss three. First, he has a passion for taking leadership on difficult issues and is typically the point man for IPTV in addressing and resolving IPTV/legislative-related matters. Time and again, I have worked with him or watched him work with my staff to tackle challenging issues.

Second, he is skilled in what is a highly charged political environment. Jeff walks a political minefield flawlessly, with a thoughtful, deliberative, and respectful approach, yet he is resolute in reaching solutions to difficult problems. Jeff embraces the challenge and works with others to build consensus and find resolution, even if the result may not be his first choice.

Finally, Jeff is dedicated to service. His dedication is apparent in his actions on a regular basis. He puts in the effort necessary to complete his work regardless of the time required. He will represent IPTV very, very well.

In short, I cannot recommend Jeff highly enough for the position of IPTV General Manager. He is a natural fit.

Please do not hesitate to contact me directly concerning this recommendation.

Sincerely,

Eric Milstead

Kristin Ford, Manager
Research & Legislation

Paul Headlee, Manager
Budget & Policy Analysis

April Renfro, Manager
Legislative Audits

Glenn Harris, Manager
Information Technology



Matt Freeman, Executive Director
Idaho State Board of Education
PO Box 83720
Boise, Idaho 83720-0037

Re: Recommendation for Jeff Tucker

May 28, 2021

Dear Mr. Freeman,

It gives me much privilege to write this letter of support on behalf of Jeff Tucker. A lucky person gets to encounter the occasional exemplary leader with a passion for their profession and a desire to use their talents to make the world a better place. I have been fortunate to encounter that in Jeff.

As a three-year fellow with the Robert Wood Johnson Foundation, I participated in a program with cross-sector leaders from across the country using their influence to advance a culture of health where everyone living in America has a fair opportunity to live their healthiest life. Tasked with developing a strategic initiative that would advance a culture of health in Idaho, I chose to address adverse childhood experiences (ACEs), and resilience as an antidote.

With little understanding of the intricacies, time, and resources required to produce a documentary, I took a chance and placed a call to Jeff. His belief that increasing awareness about the importance of childhood trauma prevention and intervention sparked a project that continues to be shown across Idaho, but he has also worked with partners to air the documentary nationally this fall.

Jeff adeptly navigated the ethical requirements of public television while allowing the critical storytelling to elevate other voices. Jeff's inclusive leadership style invites partnerships and innovation. He masterfully convened community partners to engage key stakeholders, and his leadership and commitment made, and will continue to make, a profound and lasting impact across the state.

When I think of those poised to step into the general manager position for Idaho Public Television, I can't think of a better fit than Jeff Tucker. He is a skilled leader, innovative thinker, bold truth teller and a community champion; all vital skills that the next leader must possess.

Sincerely,

A handwritten signature in cursive script that reads "Jean Mutchie".

Jean Mutchie, MBA

Nampa City Council, St. Luke's Health System and Robert Wood Johnson Foundation Fellow

Re: Recommendation for Jeff Tucker

Matt Freeman, Executive Director
Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Mr. Freeman and Board Members:

I have had the pleasure of serving 3 terms, and currently, am an ex-officio member on the IPTV Advisory Board, with full voting power. I am very honored to write this letter on behalf of Jeff Tucker.

In the last 8 + years, Jeff has worked side by side with our current General Manager. He has had experience in all aspects of IPTV management: contents & programing, education, production, budget setting, fund raising, technology, and communicating with legislators, the Governor, and other statewide leaders.

When our current General Manager is absent, Jeff assumes this role. He has clearly earned the trust and respect of Station Personnel , the Board, donors, foundations and assorted leaders.

I have always found Jeff ready to listen and answer all my questions, regardless of how absurd they might be. He responds immediately and is ready to tackle all the ideas I may suggest...always with a smile !!

I am very honored to support Jeff Tucker in the role of General Manager of IPTV !!!

Bev Harad



University of Idaho Foundation

June 4, 2021

Matt Freeman, Executive Director
Idaho State Board of Education
PO Box 83720
Boise, ID 83720-0037

RE: Recommendation for Jeff Tucker

Dear Mr. Freeman and Search Committee Members:

I am pleased to write in support of Jeff Tucker's application as the next General Manager of Idaho Public Television. His experience, skills, and talents make him an ideal candidate for this important position.

I have been fortunate to get to know Jeff while serving on the Friends of Idaho Public Television Board for nearly 25 years. I have watched the station grow with the changing times and changing technology, and Jeff has been a big part of that continual drive to better serve the citizens of Idaho.

Nothing speaks more highly for an organization than having someone who is part of the team be ready and extraordinarily capable to seamlessly carry on the work when there is a change in leadership. Jeff is that person. I immediately thought of him when I learned that Ron would be retiring.

Not only does Jeff possess the technical skills for the position, his warm, caring personality will be a very valuable asset. Jeff already has relationships with key constituencies and as the face of IDPTV, I believe those relationships will be strengthened.

Jeff is seen as a leader by both the Friend's Board and within the station. He has extensive experience with all the critical areas under the General Manager – people, budgets, programming, technology, and above all he knows Idaho.

I believe Jeff has earned the strongest consideration possible for the General Manager position at IDPTV. I recommend him without reservation and with enthusiasm.

Please do not hesitate to contact me if I can supply additional information as you make this important decision.

Sincerely,

Joy Fisher

Executive Director



5/24/2021

Idaho Public Television 2021 General Manager Search Committee
Office of the State Board of Education
650 West State Street, 3rd Floor
Boise, ID 83702

Dear Search Committee,

I've had the opportunity to work with some forward-thinking, caring General Managers in my 37 years at Idaho Public Television. Both Peter Morrill and Ron Pisaneschi put an emphasis on locally grown productions, like *Outdoor Idaho*, *Idaho Reports*, *Dialogue*, *Science Trek* and more recently, *Idaho Experience* and even *Idaho in Session*.

It would have been easy to eliminate them when the financial or political pressure got tough. Instead, Peter and Ron worked harder to find the money, and to brave the negative winds of the moment. And as someone who has toiled in the production part of the operation for more than three decades, I appreciate that immensely. I also believe their judgment has benefitted our state as a whole.

I've certainly had plenty of conversations with Jeff Tucker over the past several months. I'm convinced he feels the same way about the importance of local productions. What I think Jeff will bring to the table is a more personal connection with viewers and with opinion leaders across Idaho.

Jeff knows key players in government. It's something he's learned from his days producing television programs, from his involvement on boards like the James & Louise McClure Center for Public Policy Research, and his efforts helping to create the live streaming service for the Legislature, Executive branch and Supreme Court.

He's earned their trust, in part by working through a myriad of issues in a collaborative manner. He has become a respected colleague who knows how to get a job done on time and under budget.

I've also watched as Jeff has immersed himself in our agency's budget and some of the more arcane aspects of the job. IdahoPTV is neither fish nor fowl, being both a state agency and a not-for-profit entity. That makes IdahoPTV an easy target for critics who question why taxpayer dollars are being spent on TV. Jeff can clearly make a case for why this public-private partnership is a good and necessary institution for our rural state.

His easy-going temperament will benefit him as General Manager. I've been privy to some of the letters and comments from people of all political stripes. Knowing when to let things roll off one's back and knowing when to stand up for the agency – that's a talent that comes easy to him. I suspect anyone unfamiliar with Idaho could have a really hard time pulling that off successfully. This is a politically complicated state; Jeff is home-grown, and that will hold him in good stead.

For all these reasons – and, believe me, there are more! – I am excited that Jeff is willing to pick up the mantle and serve as General Manager. It's not going to be a bed of roses in this political climate. But I think Jeff has the smarts and the personality to make it work for the agency, better than anyone I can imagine. I know he will be well-received by his peers at the station.

And besides all that, Jeff has maintained a close working relationship with the PBS folks back east. Ron really perfected the art of being a valued PBS member, and the grants came rolling in. Both Ron and Jeff have impressed upon PBS and the Corporation for Public Broadcasting that CPB hasn't been exactly brilliant in how they've reached out to Western states like ours. They will find a colleague -- as well as a friendly critic -- in Jeff.

I hope this note helps in your decision-making. Personally, I think Idaho Public Television is lucky to have such a natural choice as Jeff Tucker for General Manager.

Thanks for reading this,

A handwritten signature in black ink, reading "Bruce Reichert". The signature is fluid and cursive, with the first name "Bruce" and last name "Reichert" clearly legible.

Bruce Reichert
Executive Producer
Idaho Public Television

May 17, 2021

Re: Recommendation for Jeff Tucker

Matt Freeman and Board Members:
Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Mr. Freeman and Board Members:

As Ron Pisaneschi retires and you search for a new General Manager for IPTV, I want to strongly recommend Jeff Tucker. I worked at IPTV for 25 years. The last 15 years of my career I was a member of the Executive team serving as the Director of Marketing and Development Director. Over those years, I worked with Jeff from the time he was a high school intern through to his position of IPTV Production Manager when I retired. In between those years, Jeff got his degree in Broadcast Telecommunications from the University of Idaho and owned and operated a full service video company. My association with Jeff has continued after my retirement so I have watched him continue to grow in his technical expertise and develop strong management and people skills. Along with his multiple technical talents, he is an amazing people person, who others fully trust and choose to work with and for. I can unequivocally say that he is one of the most honest, positive, hardworking and engaging people that I have ever met.

Jeff is an example of someone who understands each facet of the IPTV organization. He knows how the departments work individually and how to bring them together to work as an effective whole. Because of this understanding, Jeff is able to be a visionary with a grasp on the ever-changing context of the organization. Jeff is a decision maker that declares his views, engages others' ideas, analyzes data, weighs alternatives and owns the final call. Because he can make and communicate a clear decision, he inspires confidence and creates a team approach to achieving goals.

I will end by saying that I feel you have an incredible opportunity to select a multi-talented leader with impeccable character as the next IPTV General Manager. Jeff will hit the ground running. He understands how to navigate the current landscape and he knows how to lead one of Idaho's most treasured institutions forward.

Jeff has my strong endorsement for the IPTV General Manager position.

Sincerely,

Nancy Viano

June 6, 2021

Matt Freeman and Board Members
Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Mr. Freeman and Board Members:

It is with pleasure that I share my recommendation of Jeff Tucker for the position of General Manager, Idaho Public Television.

I have worked with Jeff directly over many years on two high profile initiatives for public media, made possible with funding support from the Corporation for Public Broadcasting—the *American Graduate* initiative and the *Coming Home: Connecting to Community* rural collaboration.

The *American Graduate* initiative is public media's long-term commitment to help young people succeed in school, career, and life. Public media, with its unique position as a trusted resource and important partner in local communities, provides a critical platform to shine a light on pathways to graduation and the talent needs for the nation's future workforce. Idaho Public Television was part of a 19 station co-hort working together and with local partners to increase awareness in young adults and the people who influence them (parents, caregivers, guidance counselors, educators) of the education and training pathways to high-demand skilled careers.

Coming Home: Connecting to Community is a public media collaboration that celebrates the people, culture, and stories of rural America through authentic local voices and talent. This multi-faceted collaborative is showcasing local stories about the diversity, traditions and richness of small towns and rural life. Idaho Public Television was not only one of the lead stations to help design this effort but also received a planning grant to collaborate with other stations for a national production.

Both projects were part of an extremely competitive grant programs managed by CPB. Idaho Public Televisions' proposals, developed by Jeff as lead, consistently delivered a comprehensive approach to strategy, content development, staffing, and target audience, with a reasonable and detailed budget request, and clear objectives and measurement. In addition, funding proposals were integrated into the overall organization's goals and operations to ensure efficiencies and effectiveness of the work. Further, the execution has been well managed and reported. In fact, Idaho Public Television's content, partnerships, and local impact is often held up as a creative, successful examples within the public media system.

Idaho Public Television has not only been a grant recipient as part of these projects but also served as leader in advancing excellence locally and nationally as part of a much larger network of community organizations – including business, local government, schools and universities,

and community non-profits – and other local public media stations from around the country. Jeff is regularly sought out in the system as an expert and counsel in content development, community engagement, and station management needs. I have also witnessed Jeff's commitment as a leader at the station in his current role, actively participating in activities and events at public media conferences and with local station stakeholders, donors, and other funders, to advance the value and role of Idaho Public Television and public media overall.

Every interaction with Jeff is enthusiastic, smart, and open-minded. As public media adapts rapidly to take full advantage of technologies, deepen relationships with communities, respond to local needs and national challenges, and understand a changing population, Jeff is well positioned to take the lead at the station and in the community.

Please do not hesitate to reach out to me if you have any questions.

Sincerely,

Stephanie Aaronson
Senior Vice President, Engagement
Corporation for Public Broadcasting
(202) 738-7308

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

SUBJECT

System Optimization Update—Falcon High Performance Computer

REFERENCE

September 29, 2017	The Idaho State Board of Education (Board) adopted the Higher Education Task Force recommendations, including recommendations to increase a systemwide approach, internally called Systemness
December 20, 2018	Huron Consulting Group presented its final report to the Board
January 18, 2019	The Board accepted the Huron report and appointed a subcommittee (comprised of Board members) to continue the work on Systemness
August 29, 2019	The Board established a Systemness Program Committee comprised of Board members, the Board executive director, the chief financial officer in the Office of the State Board of Education, the presidents of the four-year institutions, and the institutions' financial vice presidents
October 21, 2020	The Board approved consolidation of the institutions' Internal Audit and Risk Management under the direction of the Office of the State Board, and established a System Optimization Project Manager to help coordinate other collaborative efforts among the institutions
April 21, 2021	The Board approved a joint purchasing agreement for the four-year institutions in support of collaborative procurement operations.
June 16, 2021	The Board received an update on system integration projects in the areas of Risk Management, Internal Audit, Procurement, and Information Technology.

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June 28, 2021

The Board authorized signature by the University of Idaho, on behalf of the four-year institutions, of a multi-year contract for the JAGGAER e-procurement software solution

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Ongoing system integration efforts have focused on Internal Audit, Risk Management, Purchasing, and Information Technology (IT) collaboration. Joint projects within IT operations include, among other things, the following initiatives:

- Analysis of Enterprise Resource Planning (ERP) convergence options
- Joint purchases of IT-related hardware, software, and services
- Implementation of system-common learning management system (LMS) software and e-procurement software
- Cybersecurity operations
- Data sharing and emergency backups
- Research computing—acquisition of Falcon supercomputer/high performance computer.

This information item provides an update on collaborative efforts on the last bullet above—transfer of operation and management of the Falcon High Performance Computer (HPC) from the Idaho National Laboratory (INL) to the three research universities, via a loan agreement between INL and the Board.

The Falcon HPC initiative builds upon ongoing collaborative efforts among the INL, the Board, and the institutions, which are reflected in the Center for Advanced Energy Studies (CAES), the establishment of the Collaborative Computing Center (C3) and Cybercore facilities, and the ongoing support of university research operations on INL high performance computers.

INL periodically acquires upgraded supercomputers to support its operations, which created the opportunity for the still highly-capable Falcon system to be dedicated to the use of the Idaho research universities. Acquisition of the Falcon system would place Idaho higher education among the top echelon of U.S. universities and university systems in terms of supercomputing power. It would provide a four- to six-fold increase in the currently-available combined computing capacity of the three research universities. The project also establishes a model for subsequent transfers of supercomputers to the Board/institutions when INL retires upgraded systems in future years.

This collaborative effort is aligned with ongoing agreements among INL and the three universities and has the support of the Presidents Leadership Council. Transfer of Falcon management and operations would be carried out through an annually-renewed property loan agreement between the INL and the Board. Board

BUSINESS AFFAIRS AND HUMAN RESOURCES
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staff, INL staff, and university representatives are engaged in the planning effort. A Falcon management/operations team, under rotational leadership (University of Idaho has agreed to take initial lead) is at work to develop plans and procedures related to the operation.

The project team intends to present a concept of operations to the Board for approval at the October 2021 Board meeting. A final property loan agreement will be presented to the Board for review/approval in December 2021, to facilitate hand-off of the Falcon HPC on or about January 2022.

A fact sheet on the Falcon HPC system is presented at Attachment 1. Additional information on this system optimization project will be provided during a tour of the Falcon facility at the INL Collaborative Computing Center (C3) in Idaho Falls for new Board members.

IMPACT

The Falcon HPC project epitomizes the benefits to the higher education system—and Idaho's economy and people—of collaboration among the higher education institutions and INL. It will markedly increase the system's research computing capabilities, which are needed to build Idaho's critical infrastructure, at a fraction of the cost that would be needed if the institutions attempted to obtain this capability individually.

ATTACHMENTS

Attachment 1 – Falcon HPC Fact Sheet

STAFF COMMENTS AND RECOMMENDATIONS

Staff assesses that enhancements to Idaho's research computing capabilities, such as the Falcon HPC, are needed to maintain academic and economic competitiveness with other states. The Falcon HPC project should help the universities obtain research grants and recruit high-caliber faculty, while providing exceptional value for the investment. It is anticipated that sufficient computing capacity will be available to support other Idaho educational institutions and state agencies, as well as out-of-state research institutions on a cooperative, case-by-case basis. Costs of operations will be reduced by leaving the system in place in its current facility, and by INL's continued provision of electricity and cooling (and technical expertise) for the system. Joint operations at the control center by the three universities will also minimize expenses, enable mutual support with other existing research computing systems, and ensure continuous access to the system by all players.

BOARD ACTION

This agenda item is for informational purposes only.

FALCON PROJECT FACT SHEET

**OVERVIEW**

The Idaho National Laboratory (INL) has offered to transfer (via a property loan agreement) its Falcon high performance computer to the State Board of Education for use by the Idaho public research universities to support research and education throughout the state and improve the lives and economic well-being of Idaho's citizens.

WHY?

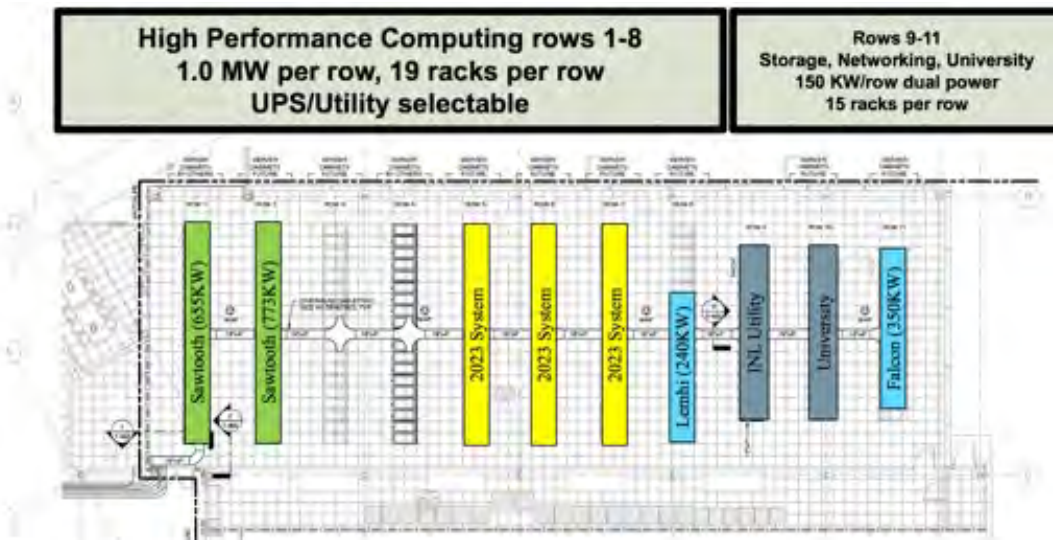
High Performance Computing (HPC) is a foundational part of modern science. Idaho university students and faculty are active users of both institutional-specific computing resources as well as INL-shared resources. Over the past twelve months, more than 60 users at UI, BSU, and ISU utilized INL HPC resources totaling ~40 million core-hours. The INL Falcon supercomputer is one of the systems heavily utilized by Idaho university researchers.

INL is continually refreshing high performance computing hardware and wishes to transition Falcon to management and exclusive use by the Idaho higher education ecosystem. This is a tremendous opportunity to:

1. Generate an order-of-magnitude increase in the computing capacity for university researchers at relatively low cost.
2. Make available additional compute cycles (245 million annual core-hours) to Idaho universities that they would otherwise be unable to utilize.
3. Strengthen collaborations among UI, ISU, and BSU and create connections with other state and national institutions.

WHAT IS FALCON?

The Falcon supercomputer represents a ~\$10 million investment by INL that began in 2014. Falcon consists of 34,992 CPU cores (all upgraded to new Intel Broadwell processors in 2017) across 14 water-cooled computer racks in the Idaho Falls Collaborative Computing Center (C3) facility. The compute nodes are connected via an 8-dimensional enhanced hypercube InfiniBand network topology. It physically resides across from "University Row" in the C3 facility (see diagram on next page).



WHAT INVESTMENTS WOULD BE REQUIRED?

Storage investments for local directories and high-performance scratch space will be required. Estimated one-time cost is approximately \$200,000.

This system requires specialized software tools for power on/off, InfiniBand network setup, and system control and monitoring. These tools, including operating system patches and support, are currently provided via an annual maintenance agreement with Hewlett Packard Enterprise (HPE). The most recent university pricing estimate from the vendor is \$75,000 for a three-year license (approximately \$25,000 per year). This license will help ensure successful operation of the system. To re-image the machine with CentOS from blank hard disks would likely require a HPE consultant engagement for approximately one week—estimated one-time cost of \$20,000.

Additional system administration and user support staff will likely be required statewide. One new funded FTE position from each university has been proposed. Total cost for 3 FTE: TBD

WHERE?

Falcon resides in the C3 facility and would not be moved. Moving the system and installing the required infrastructure would likely cost ~\$100,000-\$400,000 (depending on data center capabilities) for transportation, assembly, power, and cooling, with considerable ongoing power costs. If kept at C3, INL intends to provide power and cooling at no cost to the universities.

WHO?

The transition will require collaboration between the universities and INL at multiple administrative levels. Resources will be required to support the system. In addition, coordination between the State Board of Education, universities, and INL will be needed to establish the administrative structure, credentialing, and access parameters. A project team consisting of representatives from SBOE, INL, and the three research universities has been formed to develop plans for the transfer and operation of the Falcon HPC.

WHEN?

SBOE approval of a property loan agreement with INL is anticipated in October 2021, with transfer of Falcon operations on/about January 2022.

COLLEGE AND UNIVERSITIES

SUBJECT

Student Fee Opt-Out

REFERENCE

April 2020	Board approves tuition and fees each year at the April Board meeting.
April 2021	Board approved second reading for V.R. Policies regarding in-service teacher fees, clarifying online program fees, and adding Independent Study in Idaho fee
June 2021	Board discussed optional and mandatory fees and tasked the institutions with coming back with recommendations concerning making fees optional.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.R.
Idaho Code § 33-3717A

BACKGROUND/DISCUSSION

Board Policy V.R. defines fees and the process to change fees and establishes the approval level required for the various student fees (Chief Executive Officer or the Board). Board Policy V.R now provides that:

1. Administrative local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts; and
2. Such fees shall be approved by the Board at its annual meeting for setting tuition and fees and will be clearly communicated to students prior to their enrollment.
 - i. Consolidated Mandatory Fee
This fee is inclusive of all facilities, activity, and technology fees. The State Board of Education will approve the Consolidated Mandatory Fee which may then be allocated by institutions. This fee includes capital improvement and building projects and debt service required by these projects, the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students and campus technology enhancements and operations directly related to services for student use and benefit (e.g., internet, network, and web access, general computer facilities, electronic or online testing, and online media).

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A full-time and part-time rate shall be established. Institutions shall provide an annual accounting to the Board of the way the Consolidated Mandatory fee is utilized by each institution.

The purpose for such language was to try to create a greater simplification for students through the implementation of one mandatory fee as opposed to a long list of fees, many of which were not optional.

Three main fees had been assessed prior to this revision in policy. Facilities Fees (were used to support the building and renovation of campus facilities, many of which were not eligible for support from the Permanent Building Fund, and to pay debt service on facilities financed in whole or in part with student revenue bonds); Activity Fees (were fees related to student activities recommended and approved by the student body); and Technology Fees (supported the ever-growing technology needs on our campuses and expanding online/virtual access).

As part of the College and Universities' Appropriation for FY 2022, the intent language below was included. This agenda item is to update the Board on the work being done by the institutions on this topic

SECTION 7. STUDENT FEE REPORT. As soon as practicable, the State Board of Education shall: (1) make easily accessible a break-out of student activity fees on the institutions' websites; (2) develop a common naming convention for similar activity fees across the institutions; and (3) evaluate the current lists of activity fees assessed to students and determine how and which fees supporting student activities, clubs, and organizations focused on individual beliefs and values can be structured to address the need for access, affordability, and choice. The State Board of Education shall report results of this work to the Joint Finance-Appropriations Committee and the House and Senate Education Committees no later than January 14, 2022.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

At the April and June Board Meetings, the Board directed the institutions to consider how to consider which fees would be characterized as optional and which fees would be considered mandatory, categorize them as such and work to develop a common naming convention to provide greater transparency.

A working group comprised of representatives from the four-year institutions has been working to address the three requirements of the intent language within the College and Universities' Appropriation and will report on the progress made to the Board.

Regarding the first requirement, the institutions have committed to creating a webpage at each institution that is convenient for students to find and provide a link to be placed on the State Board of Education website. These webpages will be developed and implemented once the final fee structure is completed.

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Regarding the second requirement, this working group has developed the following four overarching categories into which all student fees would be placed. They are:

- Institutional Operations, Services, and Support
- Student Recruitment, Success, and Engagement-
- Student Clubs and Organizations
- Student Health and Wellness

Each four-year institution is in the process of aligning their student fees with these categories to provide simplicity for students. As that process is completed, that will allow a more thorough discussion of what fees can then be structured to “address the need for access, affordability, and choice.” The working group has scheduled a half day work session in September and will provide a final report at the October meeting.

Board staff have kept the legislator who pushed for student fee opt-out apprised of this work to ensure it is consistent with their expectations as set forth in the legislative intent language.

BOARD ACTION

This item is for informational purposes only.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IDAHO STATE UNIVERSITY

SUBJECT

Holt Arena Renovation Bidding and Construction Approval

REFERENCE

June 2018

The Idaho State Board of Education (Board) approved the ISU 6-Year Capital Project and planning and design for the Holt Arena renovation project

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) seeks approval from the Board to proceed with bidding and construction for the Holt Arena renovation project. This project will replace the 11,700 seats, provide essential ADA upgrades, and add hospitality suites. Holt Arena opened in 1970. Because of its age, the current fiberglass seats break at a rate of roughly 150 annually. The Holt Arena also needs a number of improvements to address ADA accessibility. Finally, this project will add in six Loge boxes for 28 people, a president's box for 44 people, and a club space for 80 people. These hospitality suites will increase ISU's revenue potential from athletic and community events.

This project is funded solely through a single generous gift from Idaho Central Credit Union. Given the construction market, a conservative contingency is included in the total project cost. The project cost will not exceed \$1 million of institutional funds in excess of the amount fundraised for the project

IMPACT

As ISU continues to focus aggressively on enrollment growth, fundraising, branding, image building, and athletics success, upgrading the patron and spectator experience in Holt Arena is an important part of that plan. Enhanced and new seating will also impact student and student-athlete recruiting, and the ability to attract additional and more diverse events. This will help generate much needed revenue, and will certainly assist in making events more comfortable and enjoyable to those attending. This upgrade will also help enrich donor and business relationships with interest groups, both within and outside of the State of Idaho.

ATTACHMENTS

Attachment 1 – Holt Arena

STAFF COMMENTS AND RECOMMENDATIONS

Enhancements to Holt Arena, particularly in the area of addressing accessibility for students and guests, is imperative to developing deeper relationships with the

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varied constituencies that support the work of Idaho State University. This 51 year-old facility is in need of ADA upgrades. The proposed project would provide a needed facelift and some additional fundraising opportunities with new space intended to better engage donors.

To demonstrate continues fiscal responsibility, ISU has engaged in the necessary fundraising to move to the construction phase and the majority of the funds needed for the project are provided by a very generous donor. To demonstrate prudence in this challenging construction environment, ISU has also built in a \$1 million contingency from institutional reserves if project costs exceed estimates. ISU is not intending to incur debt to complete the project.

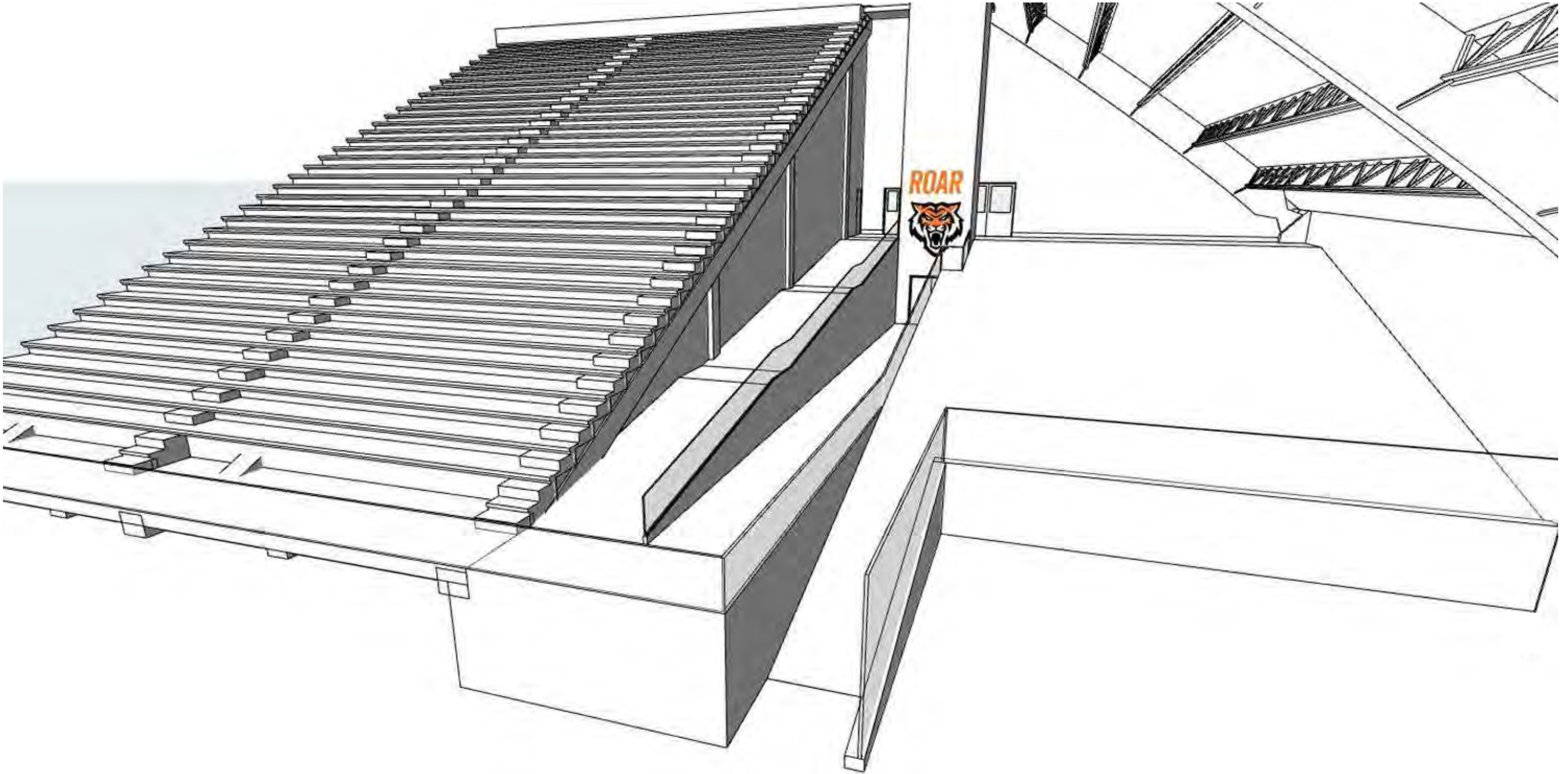
Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to proceed with bidding and construction of the Holt Arena Renovation, and to expend up to \$1 million above the amount fundraised for the project.

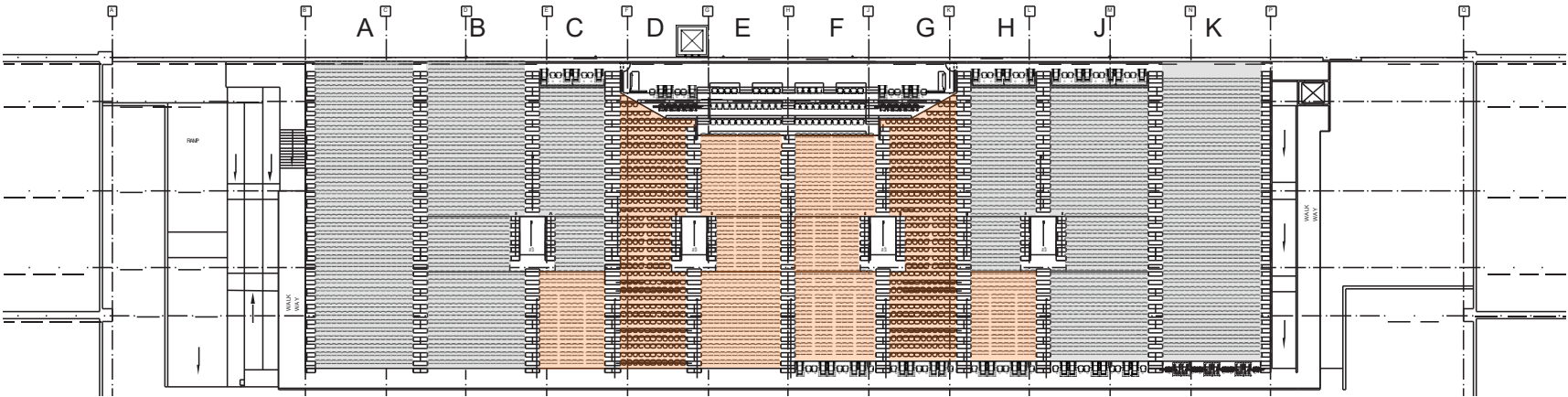
Moved by _____ Seconded by _____ Carried Yes _____ No _____

NEW RAMP & ELEVATOR



PLAN LAYOUT

PHASE 1 B WILL ESTABLISH A NEW VISION TO THE PRESIDENTS BOX, CREATING MORE PREMIUM SEATING CONDITIONS, ADA SEATING OPPORTUNITIES AND A SPACE FOR THE PRESIDENT TO ENTERTAIN WITH PERSPECTIVE DONORS, ALLUMNI'S ETC. IT WILL ALSO BE AN INITIAL PHASE TO START LEADING TOWARDS THE OVERALL VISION OF CONNECTING TO THE NEW BASKETBALL VENUE.

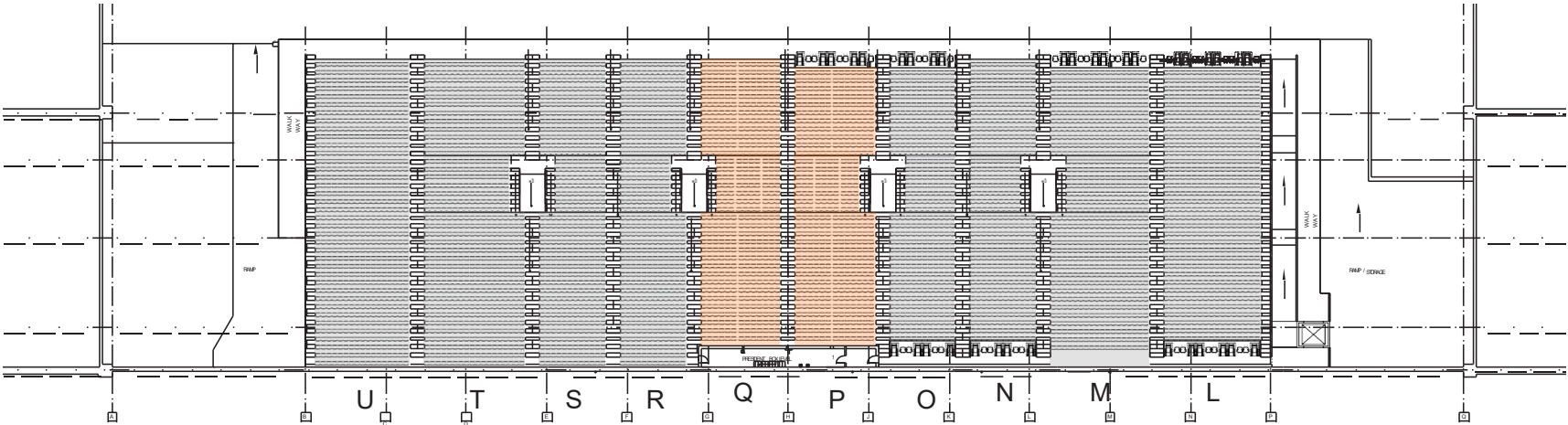
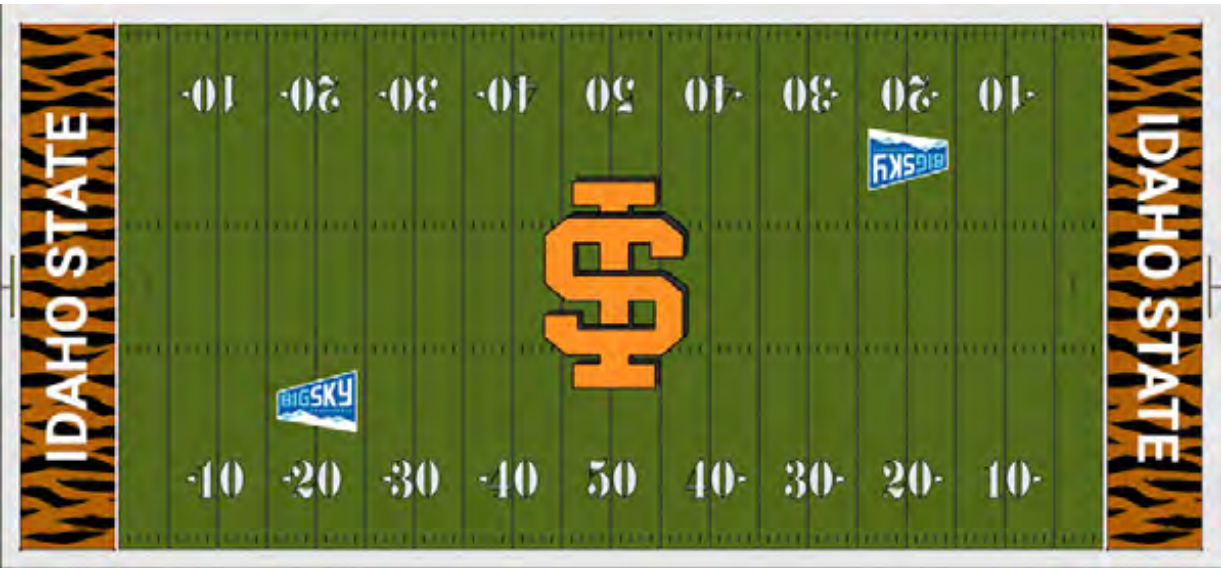


SCHEME 1B

NEW SEATING COUNTS

20" GEN. ADM. SEATS NORTH SIDE	=3036
20" GEN. ADM. SEATS SOUTH SIDE	=4192
7228 TOTAL 20" SEATS	
22" PREMIUM SEATS NORTH SIDE	= 1586
22" PREMIUM SEATS SOUTH SIDE	= 860
2446 TOTAL 22" SEATS	
PRESIDENT BOX (QUATTRO)	
22" PREMIUM PLUS SEATS	=78
TOTAL NEW SEATS 9752	
ADA WHEEL CHAIR POSITIONS	
45 NORTH SIDE	
35 SOUTH SIDE	
80 TOTAL (72 REQ'D)	
9832 TOTAL CAPACITY	

NOTE: PREMIUM SEATING SHOWN IN ORANGE COLOR

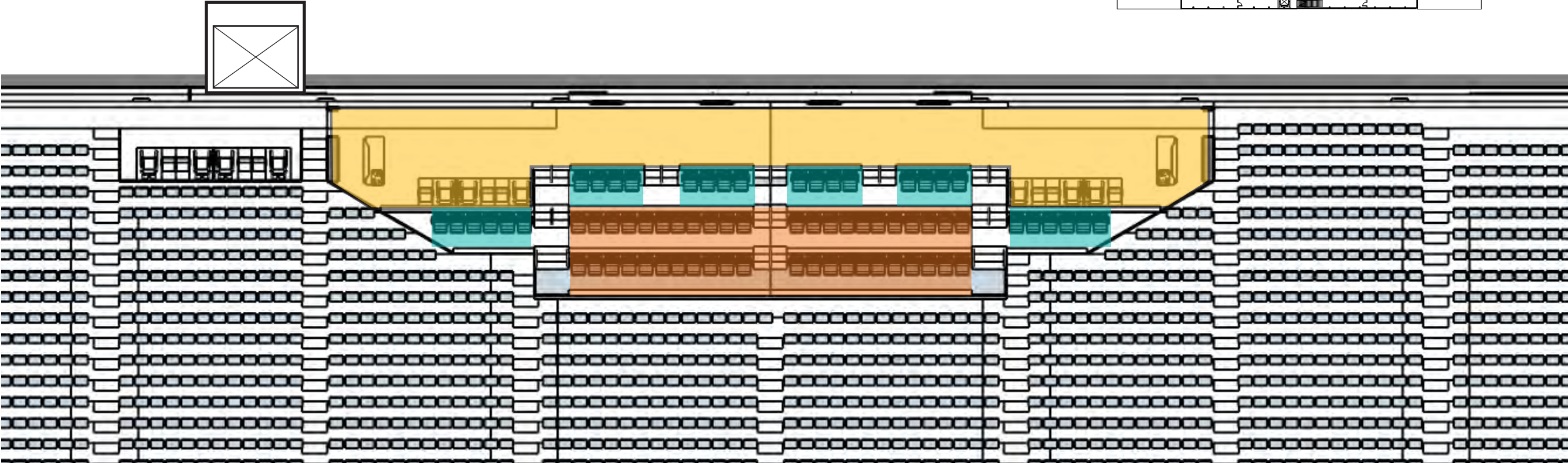
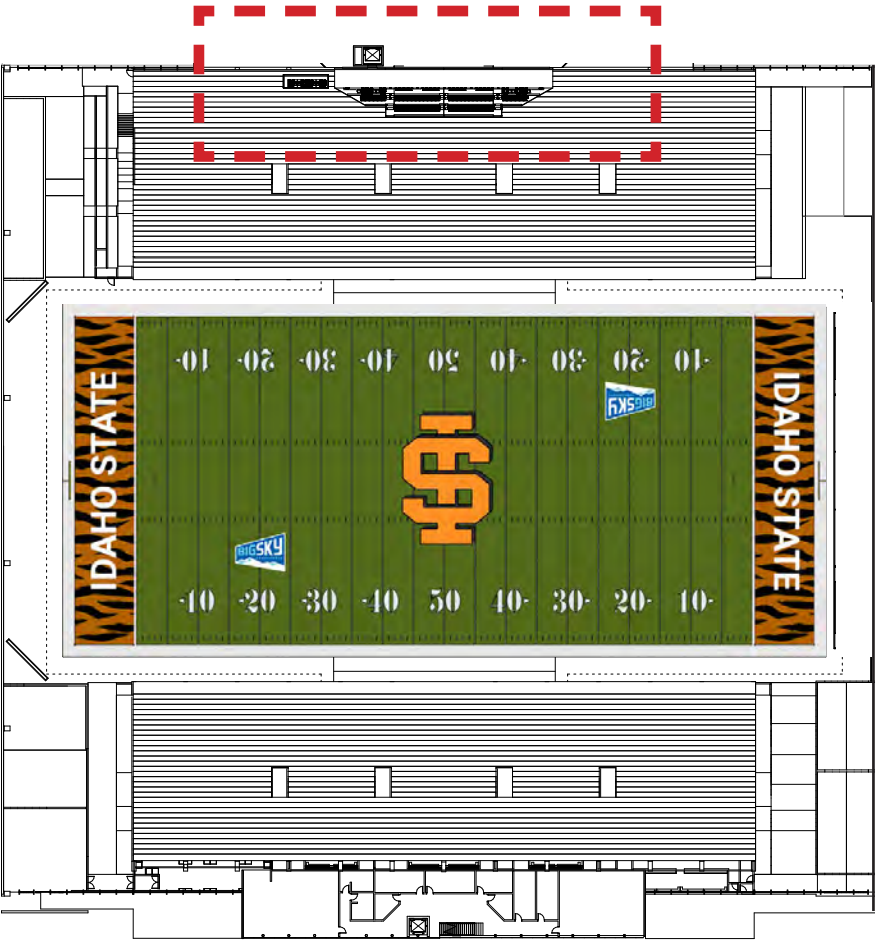


PHASE 1

1 - B

Phase 1B

With the newly upgraded seating bowl this next phase is to focus on the premium aspect for both the president and the hospitality options for the arena. In place of the existing presidents box will be a new overbuild seating section to accommodate loge boxes, ledge seating conditions, necessary ADA and also a "club" space for pre game social events and also allowing the opportunity for events to be held outside of football games. It will have direct access from the existing seating bowl and a new elevator which will be utilized not only for this phase but all future phases.



- LOGE BOXES - 6 TOTAL (28 PEOPLE)
- PRESIDENTS BOX - 44 TOTAL (WITH DRINKRAIL)
- CLUB SPACE - 950SF - 80 PEOPLE @ 12SF PP

PHASE 1B - PRESIDENTS BOX



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IDAHO STATE UNIVERSITY

SUBJECT

Marketing and advertising master services agreement with Mitchell + Palmer LLC

REFERENCE

October 2018	Idaho State University (ISU) received Executive Director approval to enter into a marketing and advertising services agreement with Mitchell Palmer LLC (M+P) for a total amount not to exceed \$975,000.
August 2019	Idaho State University received Executive Director approval to enter into a marketing and advertising services agreement with M+P for a total amount not to exceed \$775,000.
September 2020	Idaho State University entered into a marketing and advertising services agreement with M+P for a total amount of \$164,000.
October 2020	Idaho State University received Idaho State Board of Education (Board) approval to enter into a marketing and advertising agreement with M+P for an amount not to exceed \$410,500.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a
Idaho Code § 67-9225.

BACKGROUND/DISCUSSION

In 2018, ISU launched a state-wide marketing and brand image campaign to recruit students. Informal proposals were sought from three Idaho-based marketing agencies and analyzed to determine overall consistency with ISU's brand and outreach strategy, and to determine best value to ISU. Because of its past experience working with higher education institutions and the Idaho Lottery, M+P was selected from the three proposals to provide creative strategy, marketing, advertising, and the other innovative services needed for a statewide campaign. ISU received Executive Director approval for a one-year contract. In 2019, ISU decided to continue with a new phase of the campaign on a slightly smaller scale and determined that M+P was still the preferred marketing firm to execute the next phase of the campaign. As such, an additional one-year service agreement was negotiated. In 2020, ISU continued with a further phase of the campaign and selected M+P for phase three.

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M+P has demonstrated exceptional services over several years and is actively involved in long term planning for ISU's marketing needs. Therefore, ISU requests Board approval to enter into a 3-year master services agreement for advertising and marketing efforts including the ongoing statewide brand-image campaign, recruiting efforts, fundraising campaigns, and any other marketing and advertising services needed by ISU. The ISU Purchasing Department has approved this contract as a valid sole-source under its purchasing policies adopted pursuant to Idaho Code § 67-9225 and approved by the Board in 2016. In accordance with ISU's purchasing policy, the university Purchasing Department evaluated the business need for this contract, the type of services required, and whether the services are sufficiently unique to justify forgoing a competitive bidding process. In this case, because M+P created all new branding and brand-use guidelines for ISU two years ago and ISU has already entered four previous agreements with M+P for advertising services, changing vendors would inevitably alter the look, design, and functionality of the University's marketing campaign. M+P is more directly connected to the existing University marketing philosophy and direction than any other vendor. For these and other reasons documented in the sole source request, the purchasing department determined a sole source contract is justified and, as is standard practice, has posted an online notice of the sole source contract for other vendors to review.

The master agreement will provide one overarching contract that will govern all work performed by M+P for ISU, which will allow for more efficient processing of separate statements of work from various departments, including for admissions and university advancement. Additionally, a multi-year contract will allow for continuity of operations through the summer months when ISU is actively preparing for additional rounds of marketing to prospective students.

IMPACT

The ISU brand image campaign has been very successful. New student admissions were up significantly prior to the COVID-19 pandemic. In fact, despite budget reduction efforts, ISU leadership supported almost unanimously to continue investment in this area. Approval of the proposed master marketing and advertising contract for services will ensure that Idaho State University can continue to recruit prospective students and maintain a statewide marketing presence.

ISU is undertaking the next phase of its enrollment strategy and requires a longer-term investment in marketing and advertising. The University has identified specific enrollment target markets, competitive advantages, and recruitment strategies that will be deployed through the implementation of a comprehensive marketing campaign. This next phase of the statewide campaign is designed to increase ongoing outreach efforts, especially with traditional students, and coordinate all marketing and promotional efforts across the University. Success will be measured by an increase in prospective student inquiries, campus visits, applications submitted, and, ultimately, student enrollment at the institution. In addition to

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meeting enrollment goals, the statewide marketing efforts are also focused on increasing general awareness about the University and its positive impact on the State of Idaho.

2021-2024 Proposed Agreement Value - Not to exceed \$1.5M per year for a three-year total not to exceed of \$4.5M. It should be noted that approximately 70% of all fees rendered to M+P go directly to media buys and advertising placement.

ATTACHMENTS

Attachment 1 – Proposed Master Marketing and Advertising Services Agreement

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University's brand image campaign has shown initial signs of success and help provide visibility to the work being done under the current administration. Student enrollment continues to be a national conversation as higher education institutions evaluate the impact of changing demographics on their ability to recruit new students.

ISU is undertaking the next phase of its strategy which requires a longer-term investment in marketing and advertising. This phase is designed to advance the current enrollment philosophy and will coordinate multiple efforts. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a master marketing and advertising contract with Mitchell + Palmer LLC for an amount not to exceed \$1.5 million per year for a three-year total not to exceed of \$4.5 million.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("AGREEMENT") is entered into as of _____ ("COMMENCEMENT DATE") and is by and between Mitchell Palmer LLC, an Idaho Company, having offices at **1150 W State Street, Suite 200, Boise, ID 83702** ("AGENCY") and Idaho State University ("CLIENT") having its corporate office at **921 S 8th Avenue, Pocatello, ID 83029** for and on behalf of CLIENT.

RECITALS

AGENCY is a full-service advertising, communications and media agency. CLIENT desires to engage AGENCY, and AGENCY wishes to accept such engagement, to perform certain services and provide certain deliverables in accordance with the terms of this Agreement.

TERMS AND CONDITIONS

- 1) **ENGAGEMENT.** CLIENT hereby engages AGENCY on an "exclusive basis" ("exclusive basis" shall mean that AGENCY is CLIENT's only full-service advertising agency; and AGENCY shall direct, and retain creative control of, all CLIENT branding and media activities on CLIENT's behalf), and AGENCY hereby accepts such exclusive engagement, for AGENCY (a) to provide the creative, production and media services ("Services") within the territory of the United States of America (the "Territory"); and (b) to prepare and deliver to CLIENT those deliverables, designs, plans, schemes, written ideas or concepts, data, methods, know-how, information, notes, memoranda, research and development results, processes, formulae, reports, improvements, drawings, writings, intellectual property, and/or any other deliverable ("Works") identified under this Agreement or under a Statement of Work (SOW) hereunder. All such "Statement of Work (SOW)" documents shall: (i) be signed by an authorized representative of CLIENT and also be signed by AGENCY; ii) list Works to be prepared and delivered by AGENCY to CLIENT; and iii) contain the total price to be paid by CLIENT for all Works described in each SOW. SOW's may originate from any of several different departments of the CLIENT. ADDENDUM 1: Services + Deliverables Guidelines describes possible AGENCY services and deliverables that may be included in any SOW, and provides a CLIENT fiscal year spending limit which all possible SOW's, taken together and approved in any one fiscal year, must remain within. ADDENDUM 2: Agency Billing Policy describes how the AGENCY shall invoice the CLIENT for each type of Work and the expected payment terms. In the event of any conflict between this Agreement and any ADDENDUM, this Agreement shall control. Both ADDENDUMS shall be attached to this Agreement and made a part hereof.
- 2) **APPROVAL/QUALITY CONTROL.** AGENCY will provide all Works, and all versions, demonstrations, prototypes and completed proposals of Works, to CLIENT for its review and approval. No Work will be deemed final or completed until it is approved by an authorized representative of CLIENT, which for the purposes of this Section 2 only shall include Stuart Summers or any others that CLIENT authorizes on any SOW. The Works shall be of first-class commercial quality meeting prevailing standards for the advertising industry. All Services and Works will be performed in accordance with this Agreement, the applicable SOW, Schedule of Services and Personnel and any written specifications as may be hereinafter provided by CLIENT and mutually agreed to by AGENCY in writing. AGENCY will comply with all applicable laws and government regulations within the Territory in its performance of Services and preparation of the Works (other than those laws pertaining to the production, exploitation and maintenance of advertising and marketing materials and programs, which shall instead be subject to the division of responsibility reflected in the indemnification provision below and other more specific provisions of this Agreement; it being understood that although both parties undertake to comply with laws, the parties understand that there is a division of responsibility in creating and using advertising and marketing materials and programs and a balancing of risks in any Agreement, and, accordingly, each party takes responsibility for compliance with certain laws and regulations within the Territory and not others). Subject to Section 7(d) below, in connection with the performance of the Services and the Works, AGENCY shall be responsible for obtaining all permits, approvals, rights, licenses, authority, consents and releases that may be reasonably necessary for the use within the Territory of any stock photos, illustrations, props, music, other copyrighted materials, trademarks (other than those trademarks approved by CLIENT pursuant to Section 7 (e) below), locations, performers and other people included in any materials produced by AGENCY in finished and final form for public distribution ("Final Materials") in order to allow CLIENT to use such Final Materials within the Territory in the manner contemplated by CLIENT and AGENCY at the time such permits, approvals, rights, licenses, authority, consents and releases are obtained. AGENCY shall not use any Works, for any purpose or in any manner, except as expressly permitted under this Agreement.



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- 3) **OBLIGATIONS OF CLIENT.** Subject to AGENCY's obligations as expressly set forth hereunder, CLIENT will ensure that the products or services advertised or promoted in any Work are in compliance with all applicable laws and regulations within the Territory and that the claims or representations made in any Work comply with all applicable laws and regulations within the Territory, subject to Section 7(d). CLIENT will provide AGENCY, at no charge to AGENCY, complete product units as may be reasonably requested by AGENCY for use solely in connection with AGENCY's performance of its obligations hereunder. CLIENT understands that time is of the essence in providing its approvals or reasons for refusing approval of any element of the Services or Works when presented. CLIENT shall grant its approval (or explain the basis of its disapproval) within **ten (10)** business days after receipt of such any such element from AGENCY, including but not limited to formal AGENCY summaries of meetings and discussions with CLIENT (defined as "Contact Reports"); provided however, that CLIENT's failure to provide approval of, or explain the basis of its disapproval of Contact Reports or any other element within such time frame shall be deemed approval by the AGENCY to proceed with the Services or Works in question. Furthermore, should CLIENT fail to provide guidance or approvals for any WORKS after a period of sixty (60) days such that AGENCY is unable to move forward, AGENCY shall a) reserve the right to automatically cancel the WORKS in question; b) assess a kill-fee based on the cost for actual hours incurred by AGENCY up to the point of date of cancellation; and c) additionally charge CLIENT for all third-party charges incurred including any cancellation-related charges assessed by third parties - (see also article 6 a)).
- 4) **COMPENSATION AND PAYMENT.**
- a) AGENCY shall be compensated generally according to ADDENDUM 2: Agency Billing Policy and more specifically, according to the cost and detailed billing advisements of each approved SOW..
 - b) The parties shall conduct a full two-way evaluation and review of the relationship during the 4th Quarter each CLIENT fiscal year. Any resulting changes agreed to any SOW or ADDENDUM;; the Territory; or any other aspect of this Agreement shall be agreed in writing, failing which the arrangements in place at the time of the evaluation, for instance as to AGENCY compensation, shall continue to apply.
 - c) The parties agree total compensation across all terms of, and approved SOWs attached to, this Agreement shall not exceed a combined total of \$4,500,000 USD.
- 5) **DETAIL OF EXPENSES.** CLIENT agrees to reimburse AGENCY's incurred expenses in accordance with this Section 5.
- a) Type. The expenses contemplated by the parties to be reimbursed or paid by CLIENT include the following without limitation, provided that all such expenses are approved by CLIENT in writing in advance: (A) direct out-of-pocket expenses of Third Party vendors incurred by AGENCY in the course of providing Services; (B) out-of-pocket traveling expenses (e.g. transportation, meals, hotels, cell phone, etc.) of AGENCY personnel performing regular duties on behalf of CLIENT; (C) expenses and costs for research and development, creative concept development, presentation, production, performance testing and rollout of Works and performance of Services; (D) all legal costs incurred in clearing rights to Works, Third Party Components or CLIENT Components; and (E) Gross Media expenses for insertions, airings, sponsorships, etc..
 - b) T&E. AGENCY shall be reimbursed for all travel to and from CLIENT's local offices; reasonable meals working late, e.g., resulting from CLIENT's last-minute changes; CLIENT-requested attendance at educational forums, conferences and other events. CLIENT may be billed for specified entertainment expenses, providing they have been pre-approved in writing by CLIENT. AGENCY personnel will strive to observe CLIENT's communicated internal T&E guidelines wherever possible.
 - c) Fluctuations in Foreign Currency Valuations. If foreign suppliers are selected, AGENCY will endeavor to contract with such suppliers in US Dollar; if not possible, exchange rate differences incurred shall be credited or debited to CLIENT's invoicing where applicable.
 - d) Idaho Sales Tax. As the CLIENT is located in the State of Idaho, the AGENCY is required to charge 6% sales tax to CLIENT for all Works which qualify as sales-taxable, unless the CLIENT is sales-tax exempt, in which case CLIENT must provide the ST-101 tax exemption certificate to AGENCY. AGENCY shall include sales tax on production estimates and charge the tax on invoices to CLIENT when applicable. Media costs across the board currently are not liable for sales tax.



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- e) Additional Expenses. Any Third Party expenses and/or AGENCY costs resulting from CLIENT's request for services and/or deliverables beyond the agreed Works and Services set forth in each applicable SOW, or for use outside of the Territory, shall be negotiated separately and additionally compensated to AGENCY by CLIENT according to ADDENDUM 2, failing any other specified advisements agreed in writing by the parties..

6) TERM AND TERMINATION.

- a) Term. This Agreement is effective as of the Commencement Date and shall continue for three years ending June 30, 2024 or until such date on which the parties agree in writing to terminate this Agreement (the "Term") by giving ninety (90) days prior written notice to the other party. Either party shall have the right to terminate this Agreement or any SOW in the event of a material breach thereof, which breach is not cured within **thirty (30)** days of written notice thereof, (the "Effective Date of Termination") including CLIENT not making a timely payment to AGENCY when due. AGENCY shall be fairly compensated by CLIENT for all services performed, and expenses incurred in accordance with this Agreement or the applicable SOW prior to the Effective Date of Termination; expenses incurred directly as the result of termination, e.g., third-party production and media cancellation fees; and the retainer fees due during each of the three (3) months, or 90-day notice period for AGENCY to complete and transition the Works. Also see Section 3 as regards individual WORKS cancellations.
- b) Effect of Termination. Upon the Effective Date of Termination of this Agreement, provided CLIENT has no outstanding indebtedness to AGENCY, (1) AGENCY shall transfer to CLIENT all property and materials previously provided by CLIENT, and all contracts for talent and other promotional adjuncts entered into by AGENCY on behalf of CLIENT; (2) CLIENT will assume responsibility for any non-cancelable commitments properly entered into by AGENCY on behalf of CLIENT; and (3) CLIENT will pay to AGENCY all amounts outstanding hereunder upon the Effective Date of the Termination. Following termination of this Agreement, Sections 4, 5, 6, 8, 9(b), 11, 13, 14 and 15 will survive for a period of **three (3)** years after the date of this Agreement and Section 7 will survive in perpetuity.

7) WORK MADE FOR HIRE/EXCLUSIVELY OWNED BY CLIENT OR ITS DESIGNEES.

- a) Work Made for Hire. As between AGENCY and CLIENT, each of the Works (other than Agency Materials as defined below) that (1) are accepted in writing by CLIENT at any time during the Term of this Agreement; and (2) for which CLIENT pays all fees provided under this Agreement, and all costs incurred by AGENCY in creating such materials in accordance with this Agreement ("Results and Proceeds") will be owned exclusively by CLIENT. All Results and Proceeds shall be deemed "works-made-for-hire" for CLIENT within the meaning of the United States copyright law, with CLIENT being the sole author and owner of all rights thereof, including, but not limited to, all copyrights and all extensions and renewals of copyrights. AGENCY acknowledges that this Agreement represents a complete buy-out worldwide by CLIENT from AGENCY of Results and Proceeds. CLIENT and its designees will have the sole and exclusive right worldwide to register the copyright(s) in all such Results and Proceeds in its name as the owner and author and will have the exclusive rights conveyed under 17 U.S.C. §§ 106 and 106A including, but not limited to, the right to make all uses of the Results and Proceeds in which attribution or integrity rights may be implicated. CLIENT and its designees will also have the sole and exclusive right to use and register with any government authority worldwide the right to use as a mark, trade name, domain name, or logo all or any of the elements of the Results and Proceeds. AGENCY will promptly deliver to CLIENT any and all Results and Proceeds at any time upon reasonable request.

Notwithstanding anything in this Agreement to the contrary, CLIENT acknowledges that AGENCY may own certain non-digital materials created by AGENCY prior to or separate from AGENCY's services for CLIENT ("Pre-Existing Agency Materials") and that all such Pre-Existing Agency Materials shall remain AGENCY's sole and exclusive property; provided, however, that (i) AGENCY shall specifically list in the Statement of Work(s) any and all Pre-Existing Agency Materials that will be used in the Work, and (ii) to the extent the Pre-Existing Agency Materials are included in any Final Materials, unless otherwise agreed by CLIENT and AGENCY, CLIENT shall have a non-exclusive, royalty-free license in perpetuity to use the Pre-Existing Agency Materials in the manner agreed upon by CLIENT and AGENCY, solely in and as incorporated in the Final Materials furnished by AGENCY.



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CLIENT also acknowledges that AGENCY may use in connection with its services for CLIENT (i) certain computer software ("Software"), (ii) certain "Digital Tools" (which shall be defined as certain knowledge, techniques, procedures, algorithms, protocols, routines and methods used in the creation of computer software (both object code and source) and certain functionality thereof), which are and have been developed by AGENCY in the course of AGENCY's business and that AGENCY uses or may use for multiple CLIENTs or projects, and (iii) certain "Non-Digital Tools" (which shall be defined as concepts, strategies, ideas, business methods and processes which may be presented, or incorporated in materials (including Works and Results and Proceeds) that are presented, by AGENCY to CLIENT, which have applicability beyond the projects for CLIENT, and which AGENCY uses or may use in the course of its business). All such Software, Digital Tools and Non-Digital Tools, including those developed by AGENCY in the course of AGENCY's services for CLIENT, shall, as between AGENCY and CLIENT, be and remain AGENCY's property. However, unless otherwise agreed by CLIENT and AGENCY, to the extent the Software, Digital Tools and Non-Digital Tools are included in any Final Materials produced by AGENCY on CLIENT's behalf, insofar as AGENCY's rights are concerned, CLIENT shall have a non-exclusive, royalty-free license in perpetuity to use the Software and Tools in the manner agreed upon by CLIENT and AGENCY, in and as incorporated in the Final Materials furnished by AGENCY. Pre-Existing AGENCY Materials, Software, Digital Tools and Non-Digital Tools shall be collectively referred to in this Agreement as "Agency Materials."

- b) Assignment. Without in any way limiting the foregoing, AGENCY hereby assigns, transfers, and conveys to CLIENT, or CLIENT's designee, and their respective successors, heirs and assigns, any and all right, title or interest worldwide that AGENCY may now have, or may acquire in the future, in or to the Results and Proceeds including, but not limited to, all ownership, patent, trade secret, trademark, service mark, copyright, moral, attribution and/or integrity rights. AGENCY hereby expressly and forever waives any and all rights that AGENCY may have worldwide arising under 17 U.S.C. § 106A, and any rights arising under any federal or state laws within the Territory that convey rights which are similar in nature to those conveyed under 17 U.S.C. § 106A, or any other type of moral right or droit moral. AGENCY agrees that CLIENT and its designees may, and is entitled to use any of the Results and Proceeds without additional consideration to AGENCY, for any purpose whatsoever worldwide. AGENCY will not license to others the use of Results and Proceeds, Trademarks or other proprietary materials of CLIENT without CLIENT's prior written approval.
- c) Third Party Components. CLIENT agrees that AGENCY may obtain from third parties materials of every kind and nature for use in connection with Final Materials with CLIENT's prior written approval ("Third Party Components"). In such cases, AGENCY will obtain for CLIENT the rights, licenses and authority worldwide to include Third Party Components in the applicable campaign, having terms approved by CLIENT in writing. Notwithstanding, CLIENT agrees that CLIENT is solely responsible for the payment of third-party invoices for subcontractor services or Third-Party Components, and that no such payment by AGENCY shall make AGENCY liable for any future payments. (See also Section 11 b)).
- d) CLIENT Components. Each of the parties acknowledges and agrees that CLIENT may develop or obtain and supply materials of every kind and nature for use with the Works including without limitation copyrightable material, including without limitation clips, recordings, images, use of on-camera talent, logos, location clearance, trademarks and other intellectual property (collectively, "Client Components"). In such cases, CLIENT covenants that it will obtain all necessary rights, licenses and authority to include Client Components with Works. AGENCY shall have no obligation to obtain permission or authorization to use, or obtain other rights with respect to Client Components, unless otherwise specifically agreed to the contrary in the SOW, and if the parties agree otherwise in writing in a particular Statement of Work, AGENCY may obtain such rights, licenses or authority within the Territory at CLIENT's sole cost and expense.

For purposes hereof, Client Components shall also include (i) materials created or supplied by CLIENT, (ii) any elements of any materials produced by AGENCY, or any particular usage of such elements, for which CLIENT undertakes to (or informs AGENCY that CLIENT or a third party will) obtain permission or clearance, (iii) talent supplied by CLIENT or with which CLIENT, or another entity on CLIENT's behalf, has entered into an agreement, (iv) agreements entered into (or that a third party alleges were entered into) by CLIENT independent of AGENCY (such as, without limitation, sponsorship agreements, joint promotion agreements, CLIENT license agreements, etc.) and (v) trademarks that CLIENT has either supplied to AGENCY or has authorized AGENCY to use in accordance with the terms of Section 7(e) below. To be clear, materials supplied by CLIENT include, without limitation, commercials and materials produced by CLIENT's prior advertising agencies, by CLIENT, by consumers or other third parties without AGENCY's involvement, which CLIENT instructs AGENCY to use, incorporate or accept in AGENCY produced materials, websites or data systems.



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- e) Trademarks. Unless otherwise agreed by CLIENT and AGENCY, AGENCY shall be responsible for the performance of preliminary trademark searches within the Territory with respect to potential trademarks created by AGENCY to be incorporated in materials produced by AGENCY on CLIENT's behalf, and AGENCY will bring to CLIENT's attention any significant trademark concerns that AGENCY may have. CLIENT agrees to pay in full for all such preliminary trademark searches and agrees further that CLIENT will be responsible for conducting any additional searches that CLIENT deems appropriate, including full trademark searches and any other searches CLIENT deems necessary, with respect to such potential trademarks. CLIENT shall make the final decision to use or proceed with any trademark based on CLIENT's independent investigation of the potential trademark and CLIENT's evaluation of the results of such independent investigation. CLIENT will notify AGENCY of CLIENT's decision with respect to the trademark. CLIENT also will be responsible for deciding whether to file for, and actually filing for, any registrations with respect to such trademark.
- f) Further Assurances. AGENCY hereby agrees to execute, acknowledge and deliver from time to time any and all documents and take such other action as CLIENT and its designees, in their sole discretion, believes necessary to: (i) protect, assure, register, confirm and/or otherwise vest CLIENT's and its designees' right, title and interest within the Territory in, to and under the Results and Proceeds; (ii) make a record with any and all government agencies, authorities, courts, tribunals, or third parties within the Territory of the fact that CLIENT owns all right, title and interest in, to and under the Results and Proceeds within the Territory, and any and all goodwill associated therewith; (iii) cooperate with CLIENT's and CLIENT's designees' defense of or litigation of any infringement, conversion or other similar litigation within the Territory related to the Results and Proceeds or a derivative thereof; and (iv) that AGENCY has no right, title or interest, of any kind or nature, in or to the Results and Proceeds.

Limited License to Results and Proceeds for Portfolio. CLIENT grants to AGENCY a limited, nonexclusive, worldwide fully-paid license to use Results and Proceeds for use in AGENCY's website, new business presentations, resume, curriculum vitae, and portfolio of work.

8) AGENCY'S REPRESENTATIONS AND INDEMNITY.

- a) AGENCY represents and warrants that, to AGENCY's knowledge: the Results and Proceeds created and/or delivered by it under this Agreement are authentic, were and/or will be made solely by AGENCY without the contribution or assistance of any other persons or entities other than those employed by AGENCY or those subcontractors engaged by AGENCY with CLIENT's written consent, and AGENCY has and will have the sole, exclusive, and legal right within the Territory to assign, transfer, and convey all right, title and interest in and to the Results and Proceeds to CLIENT. AGENCY further represents and warrants that, except for Third Party Components and CLIENT Components, to AGENCY's knowledge: (i) no third party has any rights in, to, or arising out of Results and Proceeds contained in any unaltered Final Materials when used in the Territory; (ii) there has not been any claim of infringement of any patent, copyright, trademark, or misappropriation of any trade secret of any third party as a result of the execution, delivery and performance of this Agreement; (iii) CLIENT's or its designee's use in the Territory of unaltered Final Materials will not infringe upon any copyright, trademark, or trade secret or otherwise constitute a libel or violation of the rights of publicity of any person, entity or firm; and (iv) the execution, delivery and performance of this Agreement by AGENCY does not constitute a violation within the Territory of any term of any agreement, contract, understanding or duty by which AGENCY is bound.
- b) Regarding Digital Patent claims, AGENCY shall provide no indemnification to CLIENT for any claims whatsoever relating to pre-existing digital products and digital assets (including but not limited to websites) developed by the CLIENT or any other party, in use prior to such time as the AGENCY may commence Services or produce any Works involving such digital products or assets. To avoid any dispute between the parties, AGENCY shall conduct an audit of pre-existing digital features and functionality (the "Digital Audit") prior to starting any work on behalf of CLIENT where such pre-existing digital products or assets are assigned to the AGENCY. The Digital Audit shall be conducted according to the published guidance of the 4A's (American Association of Advertising Agencies/New York) and may include such activities as collecting and archiving screen shots, client records, public records and other information sources which pertain to CLIENT's pre-existing digital footprint. Documentation areas required may include: i) technology – original, contracted and commercial and open source code libraries, etc.; ii) functionality – designs, specifications, interaction flowcharts, etc.; and iii) other software partner agreements that were in place prior to the start of AGENCY work. CLIENT agrees to cooperate fully with AGENCY in the performance of the Digital Audit prior to authorizing AGENCY to perform any work relating to any pre-existing digital assets or products.



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9) MATERIAL FROM THIRD PARTIES.

- a) Instructions to Third Parties. CLIENT specifically grants to AGENCY the limited right to act on CLIENT's behalf as its agent (solely within the scope of this Agreement) to give reasonably necessary instructions on behalf of CLIENT to any person or entity involved in AGENCY assignments who create or deliver Third Party Components provided CLIENT provides its prior written approval of such instructions.

Third Party Contracts. AGENCY shall use commercially reasonable efforts to ensure that all contracts for Third Party Components with third parties that are not signed as agent for CLIENT shall be, by their express terms, freely assignable to CLIENT and its designees. AGENCY shall furnish CLIENT, promptly upon request, proof of payment to third parties with respect to work and services for CLIENT's account and, upon CLIENT's request, obtain all necessary and reasonably obtainable lien waivers in connection with such work and services, provided CLIENT shall pay for all actions taken by AGENCY to obtain such waivers in connection therewith.

10) CONFIDENTIALITY.

- a) Confidential Information. Each party (the "Receiving Party") agrees to retain in strict confidence all Confidential Information disclosed by the other party (the "Disclosing Party"). For purposes hereof, "Confidential Information" includes: (a) tangible disclosures marked as "Confidential," "Proprietary" or that bear any other appropriate notice indicating the confidential nature of such information; (b) information that is not susceptible to being marked (for example, orally or visually disclosed information), but that under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party; and (c) nonpublic information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party, including, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software or hardware products, the marketing or promotion of any product, business policies or practices, product information, reports, studies, notes, analyses, summaries, business, market and development plans, procurement and sales activities and procedures, promotion, pricing, information received from others that the Disclosing Party is obligated to treat as confidential and all information that derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- b) Exclusions. Confidential Information will not include information that: (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) the Receiving Party can demonstrate to have had rightfully in its possession and without restriction, prior to disclosure hereunder; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (d) is lawfully obtained from a third party who has the right to make such disclosure; or (e) is released for publication by the Disclosing Party in writing. A Receiving Party also may disclose Confidential Information to the extent required by a court or other governmental authority or legal process, provided that the Receiving Party promptly notifies the Disclosing Party of the disclosure requirement and cooperates with the Disclosing Party (at the latter's expense and at its request) to resist or limit the disclosure. The parties recognize Agency is an agency of the State of Idaho subject to the Idaho Public Records Act. Nothing herein shall be construed as a waiver of Agency's obligations to comply with the Act.
- c) Protection of Confidential Information. Each party agrees to protect the other's Confidential Information to the same extent that it protects its own confidential information of a similar nature and will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information to third parties. If either party provides Confidential Information of the other party to any third-party contractor to perform its obligations under the Agreement, then it will ensure that such third party has entered into a written confidentiality agreement protecting such Confidential Information from unauthorized disclosure or improper use. Each party's obligation not to disclose Confidential Information will terminate **two (2)** years from the initial date of receipt of the Confidential Information or **one (1)** year from the expiration or the Effective Date of Termination of this Agreement, whichever is later.
- d) No Effect on Other Agreements. The provisions of this Section 10 will not limit or replace the restrictions and requirements of any other (existing or future) confidential information agreement between the parties or their affiliates.

11) INDEPENDENT RELATIONSHIP / SEQUENTIAL LIABILITY.



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- a) No employer/employee relationship. The parties expressly agree that there shall be no agency relationship (except as expressly provided and limited in Section 9(a) of this Agreement) and no employer-employee relationship between AGENCY and CLIENT. AGENCY is retained by CLIENT only for the purposes of, and to the extent set forth in, this Agreement, and the relationship of AGENCY with CLIENT under this Agreement during the term of this Agreement shall be that of an independent contractor. AGENCY agrees to devote sufficient time, effort, resources, ability, skill and attention as may be necessary for AGENCY to perform the services required to be provided to CLIENT under this Agreement, but AGENCY shall have the full authority to select the means, manner, and method of performing such services.
- b) Sequential Liability. The AGENCY shall be solely liable for payment of all third-party charges (e.g., media and production vendor charges, costs of assets and rights purchases made by AGENCY on CLIENT's behalf) only after the AGENCY has been paid for those costs in full by CLIENT. Prior to payment in full to the AGENCY, the CLIENT shall remain solely liable for sums owing third parties not yet paid to the AGENCY.
- 12) INDEMNIFICATION BY AGENCY / LIMITATION OF AGENCY LIABILITY. AGENCY shall defend, indemnify and hold harmless CLIENT, its parent and subsidiaries, and each of its and their officers, directors, employees, agents, successors and assigns, from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with AGENCY's (a) breach of any of its representations and warranties in this Agreement; (b) property damage, or personal injury or death resulting from any act or omission to act by AGENCY or any of its employees, agents, representatives or contractors constituting negligence; and (c) any claim within the Territory pertaining to libel, slander, defamation, false or deceptive advertising, disparagement, copyright or trademark infringement, invasion of privacy, piracy, and/or plagiarism under U.S. law arising from CLIENT's use in the Territory, consistent with releases and agreements with third parties, of any Final Materials that AGENCY creates or supplies to CLIENT that have not been altered by CLIENT, except to the extent that such claim arises from CLIENT Components or from CLIENT's performance or failure of performance of its obligations under Section 3. CLIENT will provide written notice to AGENCY of any claim or lawsuit arising from this Agreement. This Section 12 shall survive the expiration or termination of this Agreement for a period of **two (2)** years. Notwithstanding the foregoing, AGENCY's liability under this Agreement will be limited to the total amount of insurance payments received under the insurance policies maintained by AGENCY. For purposes of this Agreement, use in the Territory (the United States) includes use on Websites or in digital materials that are primarily directed to consumers in the United States. Notwithstanding the above, CLIENT agrees to the exception found in Section 8. b).
- 13) CLIENT LIABILITY. CLIENT shall be responsible and assume liable for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, including for any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) ("Claims and Losses") arising out of or in connection with (a) violation of any applicable federal, state or local law, rule or regulation; (b) breach of any of its representations and warranties in this Agreement; (c) property damage, or personal injury or death resulting from any act or omission to act by CLIENT or any of its employees, agents, representatives or contractors constituting negligence; or (d) any claim of defamation, false or deceptive advertising, disparagement, copyright or trademark infringement, invasion of privacy or plagiarism under U.S. law, or violation of any other intellectual property right of any person or entity within the Territory, to the extent based upon CLIENT Components or based upon CLIENT's performance or failure to perform its obligations under Section 3, (e) the use by CLIENT of any Final Materials in a manner that is inconsistent with any agreements or releases with third parties (except to the extent that AGENCY has failed to advise CLIENT of the material terms of such agreements or releases and such failure to advise CLIENT results in such Claims and Losses); or the use of any preliminary, raw, or altered materials produced by AGENCY; or (f) any risks of which AGENCY has apprised CLIENT (provided that AGENCY proceeds in accordance with CLIENT's direction with respect to such risks). AGENCY will provide written notice to CLIENT of any claim or lawsuit arising from this Agreement. This Section 13 shall survive the expiration or termination of this Agreement for a period of **two (2)** years.
- 14) INSURANCE. Throughout the Term hereof, AGENCY shall maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the AGENCY's obligations and liabilities under this Agreement, including but not limited to general liability, professional liability, and transmission and production insurance against transmission and production risks for all Advertising undertaken for television, broadcast and video. Such policies shall have limits of no less than \$1,000,00 per occurrence. When required, the premiums for transmission and production insurance shall be included in the AGENCY's production charges to the CLIENT. CLIENT and the State of Idaho shall be named as additional insured's in all policies as requested



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- 15) **DAMAGES.** In addition to any other damages that either party may be entitled to at law or in equity, should either party breach this Agreement, the non-breaching party may, in accordance with applicable law, be entitled to recover reasonable attorney's fees, costs, and expenses incurred in enforcing the terms of this Agreement.
- 16) **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 16) **MISCELLANEOUS.** The following additional provisions shall apply:
- a) **Governing Law; Submission to Jurisdiction.** This Agreement and any claim or dispute arising out of or related to this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to its conflicts of law principles. Any legal actions, suits or proceedings arising out of this Agreement (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the state courts located in Bannock County, Idaho and the parties to this Agreement hereby accept and submit to the personal jurisdiction of these Idaho courts with respect to any legal actions, suits or proceedings arising out of this Agreement.
 - b) **No Assignment.** This is a personal services agreement and may not be assigned by AGENCY without first securing the written consent of CLIENT.
 - c) **Third Parties.** AGENCY will use commercially reasonable efforts to guard against any loss to CLIENT caused by the failure of media, suppliers or others to perform in accordance with their commitments, but AGENCY will not be responsible for any such loss or failure on their part, or any destruction or unauthorized use by others of CLIENT's property.
 - d) **Cancellation.** CLIENT has the right at any time to direct AGENCY to cancel any plans, schedules, or work in progress, but CLIENT agrees to reimburse AGENCY for any loss, cost, or liability AGENCY may sustain as a result of such action. AGENCY will be entitled to its fees, and payments for services performed prior to CLIENT's instructions to cancel, and for advertising and materials placed or delivered thereafter if AGENCY is unable to halt such placement or delivery. Under no circumstances will AGENCY be obliged to breach any lawful contractual commitment to others. (See also Section 3).
 - e) **Further Assurances.** Each of the parties agree to take such further action to execute and deliver such additional documents as may be required to them to effectuate the purpose and intent of this Agreement.
 - f) **Entire Agreement.** This instrument contains the entire Agreement between the parties hereto with respect to the transaction contemplated herein, and may not be amended or modified except in writing signed by each of the parties.
 - g) **Notices.** All notices, requests, consents and other communications under this Agreement will be in writing, addressed to the receiving party's address appearing on the banner page to this Agreement or to another address as that party may designate in a written notice, and will be either (i) delivered by hand; (ii) made by email; (iii) sent by overnight courier; or (iv) sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications under this Agreement will be deemed to have been given (a) if by hand, at the time of the delivery thereof to the receiving party; (b) if made by email, at the time that receipt thereof has been personally acknowledged in writing by the receiving party; (c) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service; or (d) if sent by registered mail, on the fifth business day following the day such mailing is made.
 - h) **Counterparts.** This Agreement shall be executed in two counterparts, each of which shall for all purposes be deemed an original.



MASTER SERVICES AGREEMENT

Version File Name: **ISU MSA FY2022_v1dr**

Agreed to as of the Commencement Date written above.

AGENCY: Mitchell Palmer LLC

CLIENT Idaho State University

By:

By:

Name: Billy Mitchell

Name: Kevin Satterlee

Title: Principal

Title: President

Address: 1150 W State Street – Suite 200
Boise, ID 83702

Address: 921 So. 8th Ave.
Pocatello, ID 83209

Telephone 208.830-4018

Telephone: 208.282.3343

Fax:

Fax:

Email: billy@mitchellpalmer.com

Email: summstua@isu.edu



MASTER SERVICES AGREEMENT

ADDENDUM 1: SERVICES + DELIVERABLES GUIDELINES

The following are a list of services and deliverables that Mitchell Palmer LLC (“Agency”) could provide during the duration of the agreement with Idaho State University with an ongoing goal of increasing awareness of Idaho State University within the State of Idaho as well as increasing applicants and enrollment at the University. The primary departments Agency will work with to accomplish these are the University Marketing and Communications team in the Office of the President as well as the Admissions Department. Work for other teams and departments, such as the Scholarships + Financial Aid or individual colleges, to be done upon request.

Specific work and deliverables for any projects will be agreed upon through a separate Statement of Work (SOW) to be approved by the manager of the requesting department; each SOW shall be governed by this MSA and its annual spending cap. Costs for all work and production provided by Agency shall not exceed \$1.5 Million per fiscal year for the duration of the MSA.

Agency shall provide the following services:

- Account and Project Management
- Brand and Marketing Strategy
- Media Planning and Placement
- Creative Strategy and Development
- Design and Copywriting
- Production

To create the following deliverables:

Media Planning and Placement

- Development of a media plan that aligns with ISU’s marketing goals and initiatives.
- Placement and monthly reconciliation of media based on approved media plan including outdoor billboards, streaming video and audio, online display and social media ads.

Creative Strategy, Development, Design and Copywriting

- Campaign concepting
- Outdoor billboards
- Online display banner ads
- Social media assets
- TV and video scripts



MASTER SERVICES AGREEMENT

- Radio scripts

Production

- Television Spots
- Social Media Videos
- Enrollment and Recruitment Videos
- Branding Videos
- Radio Ads
- Photo Shoots
- HTML5 Banner Ad
- Outdoor Billboard Printing
- Printing of Direct Mail, Flyers, Brochures, etc.

ADDENDUM 2: AGENCY BILLING POLICY

AGENCY shall issue invoices to CLIENT according to the 3 standard agency budget areas: retainer; production; media.

The retainer invoice for each month of service shall be issued to CLIENT around the 15th of the month prior. Payment for retainers is due from CLIENT by the 1st day of the Retainer month of service, or within fifteen (15) calendar days of receipt of the invoice by CLIENT.

Production project invoices are normally issued in 2 tranches: the first 50% of approved estimate shall be invoiced to CLIENT immediately following CLIENT's estimate approval; the second 50% of estimate shall be invoiced to CLIENT as soon as AGENCY's costs exceed the ½-way mark. Payment from CLIENT for the first 50% invoice is due at AGENCY within thirty (30) calendar days of receipt by CLIENT; payment from CLIENT for the 2nd 50% invoice is due at AGENCY within thirty (30) calendar days of receipt by CLIENT and CLIENT shall make reasonable efforts to ensure earlier payment. A final reconciliation invoice (or credit) shall be issued to CLIENT to close the project when material variances in 3rd-party production costs may have occurred; payment from CLIENT for final invoice reconciliation production invoices, and all other non-production costs (e.g. travel, miscellaneous client requests, etc.) is due at AGENCY within thirty (30) calendar days of receipt by CLIENT.

Where production requirements dictate, AGENCY may agree with CLIENT to bill other % of estimate amounts during the life of a project, e.g., 75% and 25%. AGENCY shall not self-finance any productions without CLIENT funds and production may be halted should funds not be in AGENCY's bank account on-time.

All urgent production, including but not limited to broadcast/spot TV, large radio, large print, major research and any other 'RUSH' production requiring up-front payments by AGENCY to Third Party vendors shall require payment from CLIENT within five (5) business days to facilitate advance payments required to Third Party vendors for filming, directing, shooting photography, leading focus groups, etc. AGENCY shall advise CLIENT when a production invoice is of 'RUSH' nature. AGENCY shall not self-finance any productions without CLIENT funds and production may be halted should funds not be in AGENCY's bank account on-time.

Media invoices shall be issued to CLIENT by the 5th day of the month of insertion/airing for all media categories except for Digital, which shall be billed the month following placement. All invoicing shall be according to CLIENT's signed approval on media estimates/authorizations. Payment from CLIENT shall be due to AGENCY within thirty (30) calendar days of receipt of invoice.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

IDAHO STATE UNIVERSITY

SUBJECT

EAMES Phase III Project - Financing Approval

REFERENCE

February 2017	Idaho State Board of Education (Board) approved engineering and cost estimating to move College of Technology Academic Programs to the RISE Building.
August 2017	ISU FY19 Six-Year Capital Project Plan approved.
December 2018	Board approved Idaho State University's request, pending JFAC approval, to reallocate the \$10M dollars of funding from Gale Life Science to the EAMES Project, to allow Idaho State University to begin construction of Phase I of EAMES Building remodel for moving College of Technology Programs at a total project cost estimated at \$13.3M.
January 2018	JFAC approved and the Governor's office signed the approval to reallocate \$10M dollars of funding from Gale Life Science to the EAMES Project.
February 2019	Legislature passed and the Governor signed House Bill 20 to reallocate \$10M dollars of funding from Gale Life Science to the EAMES Project.
April 2019	Board approved Idaho State University's request to bid Phase I, with Phase II as an add alternate contingent upon collection of donated funds, for a total construction amount not to exceed \$18,952,000
February 2020	Board approved bidding and construction for EAMES Phase III for an amount not to exceed \$3,600,000

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) seeks approval from the Board to increase the maximum total cost for EAMES Phase III to \$4,639,335. Due to the rapidly inflating construction market, the lowest project bid came in higher than anticipated, bringing the total project cost to \$4,639,335, which is \$1,039,335 more than approved by the Board in February 2020.

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ISU and the ISU Foundation have developed a strategy to cover the project cost escalation. The College of Technology will contribute \$510,000 generated through local fund operations and other revenue-generating activities, which were not expended from the COVID-19 pandemic. Additionally, \$529,335 will be generated from philanthropic support from donors that have already committed funds to the project. These commitments will come in over-time to cover the cost differential. ISU will commit institutional reserves and as the donor funds are made available, those reserves will be reimbursed.

Previous Project Cost

U.S. Economic Development Administration Grant	\$2,271,953
Previously Committed Philanthropic Support	\$1,328,047

Project Over-Run

Future Philanthropic Commitments	\$ 529,335
College of Technology Carry Forward	\$ 510,000
<u>Total</u>	<u>\$ 4,639,335</u>

IMPACT

The EAMES Phase III project completes the multi-phased effort to collocate a number of key programs in the College of Technology to one facility alleviating deferred maintenance issues and expanding career technical and research possibilities.

STAFF COMMENTS AND RECOMMENDATIONS

The bidding climate has produced challenges for institutions to assure that pricing is accurate prior to bid. With construction costs escalating, and with the support of the Division of Public Works, the bid on the EAMES Phase III project exceeded the previous approval of the Board by \$1,039,335.

Board Policy V.K.5 states, "If a project budget increases above the total Board-authorized amount by the lesser of 5% or \$500,000, then the institution or agency shall be required to seek further authorization." ISU is bringing this request forward to the Board in compliance with that policy for authorization to increase the budget in alignment with the lowest project bid. Staff recommends approval.

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BOARD ACTION

I move to approve the request by Idaho State University to proceed with the construction of EAMES Phase III for a total cost not to exceed \$4,639,335

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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UNIVERSITY OF IDAHO

SUBJECT

Huron Consulting Group Contract – E-Procurement Software Implementation

REFERENCE

September 29, 2017	Board adopted the Higher Education Task Force recommendations, including the recommendation to increase systemness.
December 20, 2018	The Huron Consulting Group, Inc., presented its final report on Administrative Review and Consolidation Assessment to the Board.
January 18, 2019	Board accepted the final Huron report and authorized the Board president to appoint a subcommittee of Board members to identify a timeline and decision points for future Board consideration.
April 21, 2021	The Board approved the institutions entering into a Joint Purchasing Agreement.
June 28, 2021	Board approved the Jaggaer contract for an e-procurement software solution.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho, with the approval of the Idaho State Board of Education, formed a higher education joint purchasing group, now known as the Idaho Higher Education Procurement Federation (IHEPF), in order to help implement a recommendation from the 2019 Huron report for the institutions to more fully cooperate on shared purchasing efforts and contracts in order to increase efficiency and effectiveness. Further, the four institutions entered into a Joint Purchasing Agreement to allow for the consolidation of purchasing efforts among the institutions.

Part of the Huron report (Operational System Integration) recommended the acquisition of an E-Procurement software system to be utilized by the four institutions. The execution of the Joint Purchasing Agreement allows the institutions to more easily implement this recommendation. IHEPF evaluated E-Procurement systems, and selected the Jaggaer E-procurement system. In June, the UI was granted authorization to procure the Jaggaer E-procurement software system. Given the complexity of the system, having the assistance of a firm experienced in the implementation of the software will greatly assist the institutions in the implementation and utilization of the software. Huron Consulting is the primary implementation firm for Jaggaer, and this contract was proposed within the

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guidelines of the State of Idaho contract with the Division of Purchasing. Pursuant to the Joint Purchasing Agreement, the University of Idaho is the lead institution for this proposed contract and will be the contracting institution.

IMPACT

The acquisition of the E-Procurement software system will allow Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho to utilize Jaggaer's E-Procurement system, along with Jaggaer's contract management software, and other systems. The contract with Huron Consulting Group will allow the institutions to more efficiently implement the system between the institutions. This will involve such work as implementation planning, facilitation of functionality, design of system interfaces, training materials, development of training curriculum, and development of change management and communication strategies. The total cost of the contract with Huron Consulting is \$1,481,430. Most of the cost of this contract and a separate proposed contract with Jaggaer for the E-procurement software (which has been presented in a separate agenda item) will be covered by a \$2.5 million appropriation from the Legislature to the State Controller's Office for the Building Idaho's Future initiative. The remaining costs will be divided among the institutions, with Idaho State University, Boise State University and University of Idaho paying 30% each, and Lewis-Clark State College paying 10%.

The Jaggaer E-Procurement system will be implemented at the four, four-year institutions with expandability to the two-year institutions.

ATTACHMENTS

Attachment 1 – University of Idaho Contract for Services
Attachment 2 – Huron Consulting Group Statement of Work

BOARD STAFF COMMENTS AND RECOMMENDATIONS

In response to the Board's initiative on system optimization, the four-year institutions entered into a Joint Purchasing Agreement in April of 2021 and have worked together to complete the work recommended by the Huron Consulting Group. The Legislature appropriated \$2.5 million to fund this project beginning in FY 2022; and the institutions, led by the University of Idaho, have determined that a systemwide software will serve the E-Procurement needs of the institutions. This request is to enter into a contract with Huron for implementation of the Jaggaer software.

Board Policy V.I.3.a. states, "Purchases exceeding one million dollars (\$1,000,000) require prior Board approval." The University of Idaho requests Board approval to enter into the contract and requests the funding be released from the State Controller's Office (SCO). Board staff will develop a Memorandum of Understanding with SCO for the transfer of the funds. The Jaggaer contract, which was approved in June, will provide the software. This contract with Huron

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will fund services needed to implement the Jaggaer software. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to execute the attached contract with Huron Consulting Group and to authorize the University of Idaho Vice-President for Finance and Administration, or designee, to execute the necessary contractual documents in substantial conformity to the documents attached to this motion.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UNIVERSITY OF IDAHO
CONTRACT FOR SERVICES

This Agreement is made between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Institution"), and Huron Consulting Group, a corporation with its principal place of business in Chicago, Illinois and with authority to do business in the State of Idaho ("Contractor"), collectively the Parties.

RECITALS

- A. Institution desires to obtain the services of Contractor; and
- B. Contractor claims to have expertise and experience to provide the services described herein for the benefit of the Institution.

TERMS

The Parties in recognition of the good and valuable consideration as further described herein agree as follows:

1.0 Scope of Services

1.1 Contractor agrees to perform such professional services as are set forth in this Agreement with the standard of professional care and skill customarily provided in the performance of such services, and Institution agrees to pay Contractor such amounts as are specified in this agreement, all upon the following terms and conditions:

1.2 Contractor agrees to provide the deliverables set forth in Option 2 in the Huron Statement of Work for Idaho Higher Education Procurement Federation, Exhibit A, attached hereto and incorporated herein. Provided that if there are any conflicting terms between this Agreement and Exhibit A, the terms in this Agreement shall control.

1.3 Contractor shall provide such services as are necessary to provide the deliverables set forth in Exhibit A.

1.4 Contractor agrees to perform as set forth in sections 1.2 and 1.3 to the satisfaction of Institution.

1.5 Institution's liaison overseeing the services provided under this Agreement is Julia McIlroy, Director, Contracts and Purchasing Services, who is located at University of Idaho, Moscow, ID 83844-; Voice: (208) 885-6123.

1.6 The parties may from time-to-time extend the scope of services and deliverables or omit services and deliverables previously ordered, and the provisions of this Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both parties in order to be effective.

2.0 Fees and Expenses.

2.1 Institution agrees to pay a maximum fee of one million four hundred eighty one thousand four hundred thirty and 00/100 dollars (\$1,481,430) for services, out-of-pocket expenses and deliverables rendered by Contractor hereunder, including all amounts already paid.

2.2 The total fee, and any reimbursement for incidental out-of-pocket expenses identified in section 2.4, shall be payable upon completion of the work on a monthly basis. An application for payment of fees and expenses, accompanied by proper documentation, including receipts, shall be submitted by Contractor to Institution upon completion of the work, said application to cover and include all fees earned and expenses incurred. Contractor shall be deemed to have waived its right to payment for any fees earned or expenses incurred if not included on the application. Institution reserves the right to require reasonable additional supporting documentation from Contractor. All applications for payment shall be on forms acceptable to or approved by Institution.

2.3 Contractor agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Contractor hereunder. Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and Institution and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the payment of income, social security, and other employment taxes for itself and subcontractor(s) of any tier.

2.4 Institution shall, at its discretion, reimburse or directly pay the following designated out-of-pocket expenses, provided the request for travel reimbursement is made to Institution in advance of travel and Contractor receives written approval prior the initiating the travel. Absent a specific statement from Institution that it will directly pay for a designated expense, a designated expense will be reimbursed. In all cases, whether direct pay, or reimbursement, the rates for the following costs shall be consistent with the University's current travel policy and rates:

- (1) Airplane travel for [TBD] person(s) not to exceed coach rate for dates of travel.
- (2) One rental car in an amount not to exceed economy rates for dates of travel, unless an upgrade is justified and authorized by Institution.
- (3) Lodging for [TBD] person(s) for [TBD] night(s) not to exceed standard single rates, unless otherwise justified and authorized by Institution.
- (4) Meals for [TBD] person (s) for [TBD] day(s) not to exceed Institution per diem for such location, per day.
- (5) Other as follows: none without prior written approval

2.5 Fees for services not within the scope of this Agreement shall be at an hourly rate to be negotiated in writing by the parties.

3.0 Term.

The services to be rendered by Contractor under this Agreement shall commence not later than September 1, 2021, and be completed by December 31, 2022. Time is of the essence for this Agreement. This term may be extended beyond such completion date if Institution agrees to the extension in writing.

4.0 Contractor's Capacity and Responsibilities.

4.1 It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of Institution. Contractor and Contractor's workers are not employees of Institution and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

4.2 Contractor shall not have the authority to enter into any contract or agreement to bind Institution and shall not represent to anyone that Contractor has such authority.

4.3 Contractor represents and warrants to Institution that in performing the services called for hereunder Contractor will not be in breach of any agreement with a third party.

4.4 In the event that Contractor subcontracts for the services to be provided herein, Contractor shall remain liable for all obligations and commitments under this Agreement and shall ensure that any necessary obligations and commitments flow through to the subcontractor(s) of any tier.

5.0 Confidentiality of Information.

5.1 Contractor agrees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to or learned by Contractor during the course of this Agreement unless Contractor has received the prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Contractor at the time of disclosure by Institution, directly or indirectly;

5.1.2 Is or shall become, through no fault of Contractor, available to the general public, or

5.1.3 Is independently developed and hereafter supplied to Contractor by a third party without restriction or disclosure.

5.2 This provision shall survive expiration and termination of this Agreement.

6.0 Property Rights and Reports.

6.1 Contractor agrees that any intellectual property including but not limited to computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Contractor solely, or with others, resulting from the performance of services pursuant

to this Agreement is the property of Institution, and Contractor hereby agrees to assign all rights therein to institution. Contractor further agrees to provide Institution with any assistance which Institution may require to obtain patents or copyright registrations, including the execution of any documents submitted by Institution.

6.2 Intentionally Left blank.

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

6.4 This provision shall survive expiration and termination of this Agreement.

7.0 Suspension or Termination of Contract.

Institution reserves the right to suspend indefinitely or terminate the contract and the services to be rendered by Contractor for any reason upon seven (7) days' prior written notice. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Contractor shall be determined by Institution on the basis of the portion of the total work actually completed up to the time of such termination.

8.0 Indemnification and Hold Harmless.

8.1 Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Contractor.

8.2 Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and Institution and its governing board, officers, employees, and agents, Boise State University, Idaho State University, and Lewis-Clark State University from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Contractor's performance of the Consulting Services, including performance of subcontractor(s) of any tier, except to the extent such are caused by the negligence of Institution.

8.3 This provision shall survive the termination of this agreement.

9.0 Insurance

9.1 General Requirements

9.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 9.0, and to provide Institution with a **Certificate of Insurance** ("certificate"). All certificates shall be coordinated by the Contractor and provided to the Institution within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set

forth below. All certificates shall provide for thirty (30) days' written notice to Institution 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 9.0. Exhibit B, the Request for Certificate of Insurance, provides a list of instructions for the insurance agent or broker of the Contractor and its subcontractor(s) of any tier.

9.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

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

9.1.4 All policies shall name Institution as Additional Insured. On the certificate, the Institution shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificates shall be mailed to: University of Idaho, Risk Management, 875 Perimeter Drive MS2433, Moscow, ID 83844-2433.

9.1.5 Failure of Institution 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.

9.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, Institution 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 Institution in this Lease.

9.1.7 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 Institution 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 Institution from protecting its interests.

9.2 Required Insurance Coverage.

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

9.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

9.2.2 Commercial Auto Insurance. If applicable, Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

9.2.3 Personal property. If applicable, Contractor and its subcontractor(s) of any tier shall purchase insurance to cover personal property of Contractor and its subcontractor(s) of any tier. In no event shall Institution be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

9.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

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

10.0 Attorneys' Fees

In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was

awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

11.0 Notice.

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

the Institution: Contracts and Purchasing Services
 University of Idaho
 875 Perimeter Drive MS 2006
 Moscow, ID 83844-2006
 Phone: (208) 885-6116
 Fax: (208) 885-6060

With a copy to (University contact):

 Julia McIlroy
 University of Idaho
 875 Perimeter Drive MS 2006
 Moscow, ID 83843
 Phone: (208) 885-~~6123~~
 Email: juliam@uidaho.edu

the Contractor: Jens Brown, Managing Director

 Phone: 602-463-1555
 Email: jensbrown@hcg.com

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

12.0 Entire Agreement; Modification.

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Contractor and an authorized representative of Institution.

13.0 Severability.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.0 Governing Law; Forum.

Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

15.0 Paragraph Headings.

The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

16.0 Non-Waiver.

The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

17.0 Assignment.

Contractor may not assign the rights or delegate the obligations under this Agreement without Institution's prior written consent.

18.0 Accounting; Audit.

For a period of three (3) years following completion of the services called for hereunder, Institution or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services.

19.0 Nondiscrimination and Affirmative Action.

19.1 Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant is a material breach of this agreement. The Contractor certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is

qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

19.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

19.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

19.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

19.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

19.2 The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

20.0 Representations and Warranties.

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 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 familiarized itself with the local conditions under which this agreement is to be performed.

21.0 Compliance with Rules, Regulations, and Instructions.

Contractor shall follow and comply with all rules and regulations of the Institution and the reasonable instructions of Institution personnel. The Institution reserves the right to require the removal of any worker it deems unsatisfactory for any reason. The duties and responsibilities required under this

agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as breach.

Some provisions of this Agreement may not be applicable, and those sections do not need to be completed by the parties. Please see attached Exhibit C for a list of provisions that are specifically excluded from this Agreement and, therefore, have no legal force or effect on the parties signing this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

INSTITUTION:
The Regents of the University of Idaho

CONTRACTOR:

Signature:

Signature:

Name:

Name (please print):

Title:

Title:

Date:

Date:

Exhibit A
Scope of Work

Exhibit B

Request for Certificate of Insurance to be sent to University of Idaho
RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.
 CERTIFICATE RECEIVED WITHOUT THIS SHEET WILL NOT BE APPROVED.

Contractor (Insured) is required to carry the types and limits of insurance shown in this Request, and to provide the University of Idaho with a Certificate of Insurance within 7 days of the signing of the contract.

- Certificate Holder shall read:
 State of Idaho and the Regents of the University of Idaho
 Attn: Risk Management
 875 Perimeter Drive MS 2433
 Moscow, ID 83844-2433
- Description area of certificate shall read: "Contracting Agreement with [Insert Named Insured]"
- All certificates shall provide for thirty (30) days' written notice to University prior to cancellation or material change of any insurance referred to therein.
- 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 University may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as an 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 the University to demand a 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 Contractor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Institution's option.
- By requiring this insurance, University does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor'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. Contractor shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella / Excess Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an Contractor contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. If applicable, Contractor shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Personal property. If applicable, Contractor shall purchase insurance to cover Contractor's personal property. In no event shall Institution be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.
- Workers' Compensation. Contractor shall maintain all coverage statutorily required of the Contractor, and coverage shall be in accordance with the laws of Idaho. Contractor shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If available generally to members of the Contractor's profession, Contractor shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars

(\$1,000,000).

If you have additional questions, please contact:

Risk Management
PH (208) 885-7177. FAX (208) 885-9490
risk@uidaho.edu

Exhibit C

Not Applicable Provisions

None.



JAGGAER IMPLEMENTATION SERVICES – PHASES 2 THROUGH 4

EXHIBIT A: STATEMENT OF WORK

‘Idaho Higher Education Procurement Federation’

June 9, 2021

Revised June 23, 2021, June 30, 2021

Latest Revision July 23, 2021

SUBMITTED TO:

Julia McIlroy

Director, Contracts & Purchasing Services

University of Idaho

Lead entity for the ‘Idaho Higher Education Procurement Federation’

SUBMITTED BY:

Jens Brown

Managing Director

Huron Consulting Group

(602) 463-1555

jensbrown@hcg.com



Huron Statement of Work for 'Idaho Higher Education Procurement Federation'
Jaggaer Implementation Services – Phases 2 through 4

July 23, 2021

Julia McIlroy
 Director, Contracts & Purchasing Services
 University of Idaho
 Lead entity for the 'Idaho Higher Education Procurement Federation'

Dear Julia:

We are pleased to confirm, on behalf of Huron Consulting Services LLC ("Huron" or "we"), our engagement to provide University of Idaho ("Client", "you" or "University") with services related to the implementation of JAGGAER solutions for Contract Lifecycle Management, eProcurement and Accounts Payable automation. Huron understands that the University of Idaho is taking a lead role in representing the '*Idaho Higher Education Procurement Federation*' ("IHEPF" or "the Federation") and is coordinating with Boise State University, Idaho State University and Lewis & Clark State College for this substantial initiative that will **drive transformational** change.

Huron is fortunate to have meaningful experience with the Idaho State Board of Education, and a variety of projects with signature Higher Education institutions across Idaho over the past few years spanning operational improvement, sponsored research finances and technology initiatives. As **procurement practitioners and eprocurement innovators**, we understand the importance of your vision to invest in the best platform that delivers a unified procurement lifecycle, including contract management, requisition to payment, and data analytics. Using a single platform that is easy-to-use, flexible, and comprehensive will make procurement processes easier, guide better alignment with institutional nuances and provide a single suite that empowers your future goals to operate in a more 'system-oriented' fashion. **Simply put our goal is to ensure you have the capabilities you need today and the flexibility and innovation to embrace tomorrow.**

Huron as your **trusted advisor and solution implementer** will help steer, advise, design, and deliver the JAGGAER solution. Our approach to implementation emphasizes collaboration, agility, and speed to help you realize the full value from JAGGAER, inspire user adoption and maximize procurement transformation. Huron brings unmatched practical experience **implementing JAGGAER with over 75 complex organizations** and the precise implementation services to ensure a successful implementation. Huron is uniquely positioned to provide a proven methodology in support of your JAGGAER implementation. We believe the Federation and related Higher Education entities will benefit from our methodology and expertise, to include the following:

Accelerated implementation. Our approach incorporates our existing templates to provide a "head start" when defining new business processes, solution design and advisory services to maximize value.

Flexible. While our approach combines standard tools, templates, and activities to help streamline the project progress, it is designed to be customized to fit the unique situations and distinctive environments of the Federation and various universities and colleges.

Improve compliance. Huron's methodology helps you utilize JAGGAER Contract, Procurement and Accounts Payable tools for governance and process compliance. By giving users a better online invoice processing experience, adoption is encouraged, and invoices are driven to contracts and other compliance steps, ultimately realizing cost savings.

Reduce risk. Huron's approach helps manage project risk by identifying the critical tasks along with the associated skill requirements at the initiation of a project, applying appropriate governance and controls to guide the project, and identifying and establishing risk mitigation plans throughout the lifecycle of the project.

As your partner, we are honored to help with your transformation efforts. If you have questions related to any aspect of this engagement, please contact me.

Sincerely,



Jens Brown
 Managing Director, Huron Consulting Group

Objectives and Scope

Our Understanding of Your Needs

We understand that the University of Idaho, as the lead entity for Idaho Higher Education Foundation, desires a statement of work for professional services to implement JAGGAER for contract lifecycle management, eprocurement and accounts payable automation. The scope and pricing information provided herein should be understood to be directionally correct and is subject to refinement as additional information and scope areas are identified. We understand some of the immediate goals for this project include:



- Define an overall project governance structure and high-level project timeline for the Procurement technology implementation based on IHEPF's current state and future objectives.
- Improve compliance to policies and controls while also enabling efficiencies through automation.
- Enable the sharing of contract agreements across entities and potentially with other state Higher Education entities.
- Identify cost savings through process improvements and transparency of spend.
- Improve the user experience for procurement and accounts payable related activities.
- Ensure industry leading practices are used to expedite the implementation and provide the anticipated value for the eProcurement and Contracts+ solutions.
- Facilitate consistent contract workflow, process transparency and e-signature.
- Improve university requisition and invoice processing with a unified, self-service solution covering all procurement and payment types.

Some Phase 1 Implementation Planning activities are addressed and initiated in the Phase 1 Implementation Services statement of work, the scope of this SOW is the remaining Phase 1 items and Phase 2 through 4 activities.

Huron Scope and Role

Huron is flexible in our potential role supporting this engagement. The role of your resources and ours should be further defined as part of scoping out this project, however we can recommend two flavors of implementation services 'Option 1: Planning, Project Advisory, Solution Configuration' and 'Option 2: Full-Service Implementation'. In summary:

Option 1: Planning, Project Advisory, Solution Configuration

- This option relies upon a heavy initial effort by Huron for planning, but transitions to a **Client-led project management model** and depends on the client to drive the process forward. During implementation **Huron provides part-time** project advisory services to the client Project Manager including regular status reports, performs the solution configuration, develops the JAGGAER interfaces with your ERP, and helps to prepare and support testing, and other activities to support readiness for go-live. After go-live Huron supports your ongoing deployment, for four months in a part-time fashion.
- In this model the client has a heavy responsibility to drive the project forward, confirm business decisions, and otherwise be the key project manager.
- Client is responsible for complete ERP technical integration development responsibilities. Huron perform the JAGGAER-side of all ERP integrations.

Option 2: Full-Service Implementation (This SOW)

- This option is a more classical approach whereas **Huron is the overall project manager throughout**, liaising with the **client in a more shared governance** fashion. Huron drives the project forward and directs the assignment of project tasks to client staff and stakeholders, performs the solution configuration, provide technical interfaces design advisory, leads, and performs testing and post-production support.
- This has the benefit of removing a heavy PM load from the client and relies less upon client staff for day-in-the-life project tasks and preparedness for key workstreams like testing, training, and production readiness.
- In this model, the Huron PM is a near full-time resource for the duration of the 16-month project, with increased level of support for key Huron roles including the Solution Consultant and Technical Consultant. Additionally, a near full-time Change Management, Training and Testing Readiness resources are provided, further augmenting the overall team, and reducing the resources needed from the client team to accomplish these tasks.
- After go-live Huron supports your ongoing deployment, for four months in a part-time fashion.
- Client is responsible for complete ERP technical integration development responsibilities. Huron perform the JAGGAER-side of all ERP integrations.

COMPARISON OF OPTIONS

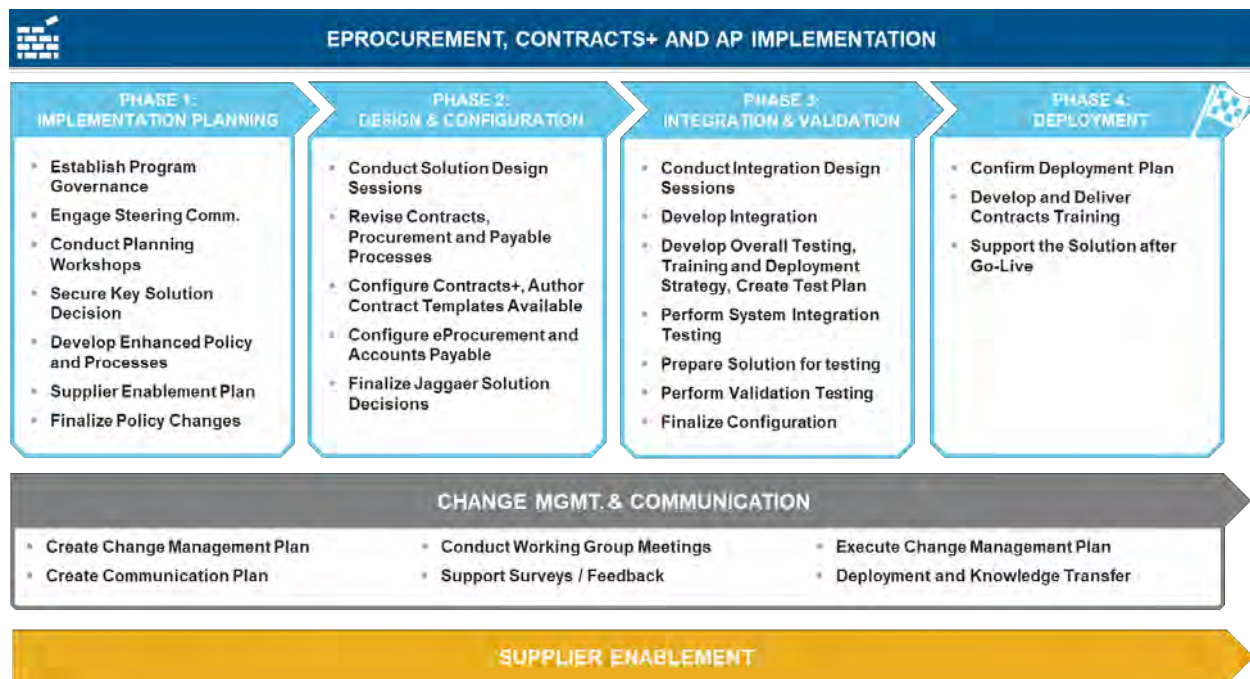
KEY TASKS & ACTIVITIES	Option 1:	Option 2:
	Planning, Project Advisory, Solution Configuration	Full-Service Implementation
✓ Implementation Planning	Huron Led	Huron Led
✓ Overall Program Governance, partner with client	Client Managed	Huron Led
✓ Dedicated Project Manager	Client Provided	Huron Provided
✓ Facilitate Functionality / Design Session, Discovery	Huron Led	Huron Led
✓ Perform Jaggaer configuration	Huron Led	Huron Led
✓ Design System Interfaces	Client Led	Huron Led
✓ ERP System Interface Workstream Leadership	Client Led	Huron Led
✓ JAGGAER Interface Development	Huron Performed	Huron Performed
✓ ERP System Interface Development	Client Performed	Client Performed
✓ System Validation / Testing Workstream Leadership	Client Led	Huron Led
✓ Change Management Design / Communication Strategy	Client Led	Huron Led
✓ Training Materials Development / Curriculum Development	Client Performed	Huron Performed

KEY TASKS & ACTIVITIES	Option 1:	Option 2:
	Planning, Project Advisory, Solution Configuration	Full-Service Implementation
✓ Deployment Planning	Huron Led	Huron Led
✓ Deployment and Adoption Workstream Leadership	Client Led	Client Led
✓ System Go-Live	Huron Led	Huron Led
✓ Support Ongoing Adoption	Client Led	Huron Led

This statement of work comprises the services listed in **Option 2: Full-Service Implementation**.

Project Approach

Huron will serve in part time leadership role for the initial planning activities, followed by advisory and subject matter expert roles during implementation, performing the configuration of JAGGAER and providing guidance and support to the client business and technical teams and campus stakeholders. To accomplish the goals of this workstream, Huron recommends the following staged approach for the JAGGAER Implementation:



PHASE 1: IMPLEMENTATION PLANNING

The aim of Huron's Implementation planning services is to develop and define key business process and identify pertinent decision points to inform the solution design changes, re-configuration and system-wide deployment. Areas of focus will include tying the project activities to your overall project governance structure, creating, and validating the actionable project plan, developing relevant business process designs, as well as understanding and identifying the approach for configuration, integration, testing, organization readiness and preparation for deployment. Huron's role is to start the process in making

this a transformational effort, in terms of re-thinking your business processes to get the most value from the JAGGAER solution.

Huron will facilitate implementation planning sessions in month one, prior to starting implementation activities. The focus of activities will be to discuss, distinguish and document the configuration of Jaggaer to support existing and common practices, and align business requirements and change management considerations. A summary of roles and responsibilities for planning are noted below – the details of Lead, Advise and Support will be developed further during the planning process for this and subsequent activities:

Activities, Roles and Responsibilities	Client	Huron
Establish program governance structure with Procurement, Finance, General Counsel, IT, Sponsored Research and other stakeholders	Lead	Support
Conduct project kickoff planning session with team members to review project schedule and management ("Project Kickoff Meeting").	Support	Lead
Review and Demonstrate JAGGAER functionality	Support	Lead
Facilitate question and answer sessions regarding JAGGAER capabilities.	Support	Advise
Provide (i) Gantt chart of project showing detailed timeline and activities ("Project Plan") and (ii) an implementation workbook to document your business processes and decisions, including a listing of the overall deployment tasks such as change management, training, testing needs and deployment activities.	Support	Lead
Develop and define the governance model between the State Board, IHEPF and the respective campus, with the goal of defining an overall Project Manager, and Campus SPOCs to drive the tasks for each institution's involvement.	Advise	Lead
Create and maintain configuration design document. Provisions and commentary to be included to highlight potential impact areas for future phase initiatives.	Support	Lead
Conduct configuration checkpoint after design is finalized.	Support	Lead
Finalize and socialize the project plan with Client leadership and campus stakeholders	Advise	Lead

Project Governance Structure [Part of Phase 1 SOW]

Huron will assist with determining the overall project governance, with clear responsibilities outlined for business decisions and issue resolution. One of the goals will be to secure executive, key stakeholder, and Information Technology services support. We will also work with you to finalize the agreement on and development of necessary project management tools that will be used in support of the initiative. Huron will play an active role in executive steering committee meetings, with the monthly steering committee meetings intended to provide a status update on project timeline, recent activities, key decisions, and an opportunity to reflect on mitigating project risks with project sponsors. Huron also envisions specific monthly meetings to provide a gate-check with executive leadership as an approval to proceed to the next phase of the project.

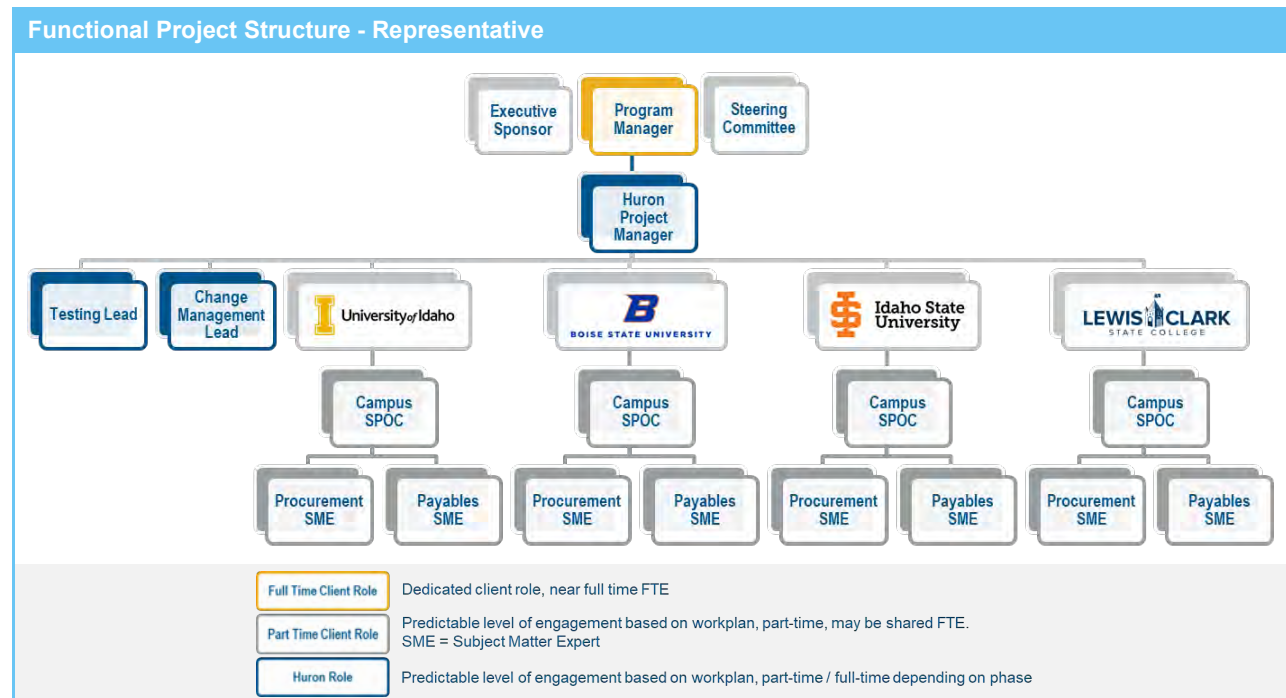
Develop High-Level Project Plan [Part of Phase 1 SOW]

Huron will develop an initial, high level project plan for the Implementation and Deployment phase of the JAGGAER solutions. This will be comprehensive listing of the overall deployment tasks such as change management, training, conversion strategy, testing needs and deployment activities. At the conclusion of this activity, Huron will partner with the designated client Project Manager and entity Workstream leads to execute against plan.

Develop Resource Plan [Part of Phase 1 SOW]

As part of the initial planning effort Huron will further refine the expectations for your resources required for the implementation team, including the estimated effort and duration for Campus Single Points of Contact and business and technical subject matter experts that may be needed for the project. In addition, the resource plan will provide an estimate of the time commitment required to fulfill each role in both the short and long term.

A representative view of the functional project structure is included below – this is based on the principle of a core Huron Project Manager reporting to your Program Manager, Executive Sponsor and Steering Committee. Likewise, each University / State College will have a designated Campus Single Point of Contact (herein 'SPOC') who is responsible for ensuring business decisions and risk are adequately managed and will take the local lead on ensuring implementation success for their institution. Each SPOC is supported by Subject Matter Experts ("SMEs") for Procurement, Payables and Contracting. A separate project structure reflecting technical work is included in Appendix B: Representative Project, page 25.



To ensure robust solution ownership, Huron will also develop a detailed Responsibility Assignment Matrix (e.g., RACI model) for all project team members and those who will be designated to administer the system going forward. This deliverable is an example of our focus to ensure your staff have role clarity and establish an accountable process to support effective program governance.

Business Process Discussions / Workshops

Huron will facilitate business process workshops during the planning phase to assist with initial decisions regarding future state business processes and to identify concerns or barriers with respect to those open decisions. Huron will perform a review of topic areas throughout the planning process with the dual purpose of (1) identifying risks associated with the project prior to implementation and (2) surfacing key business decisions that the organization will need to make throughout the implementation process and in advance of the design and configuration efforts.

Business Process Examples	
▪ Security and Application Management	▪ Supplier Management
▪ Purchase Requisitions (PR)	▪ Complex Services, Contract and Capex Ordering
▪ Approval Workflow	▪ Contract Requests
▪ Shopping w/ Forms (Non-catalog Items & Services)	▪ Contract Creation and Authoring and Compliance
▪ Shopping w/ Forms Internal Requests	▪ Contract Obligation and Performance Management
▪ Shopping from Hosted and Punchout Catalogs	▪ PO Invoice Creation
▪ Custom Fields / Accounting Information	▪ Non-PO / External Invoices
▪ Budget Check / FOAP / PR Validation	▪ AP Processing / Invoice Entry / Invoice flow
▪ PO Dispatch	▪ Imaging
▪ Change Orders	▪ Invoice Workflow / Match Exceptions
▪ Non-PO Payment Requests	▪ Credit Memos
▪ Receiving	▪ Payment Status

Data & ERP Readiness Examples	
▪ Shipping Addresses / Billing Addresses	▪ Vendors (i.e. types, records, structure)
▪ Units of Measure	▪ User profiles (i.e. format, workflow implications)
▪ Commodity Codes (i.e. standards, mapping)	▪ Integration methodology / standards
▪ ERP Application Changes	▪ Statewide ERP System Considerations

Change Management and Communication Plan

The purpose of this component is to provide the major elements of change necessary to be managed as part of the implementation of the JAGGAER solution. Recommendations of effective ways to increase awareness of the solution and buy-in of solution users will be provided to identify the optimal methods of providing improvement updates and general awareness. The change management plan will also include recommendations for effective training approaches that are reflective of other successful JAGGAER deployments at organizations of similar size and complexity. In addition, Huron will lead regularly scheduled (often every six weeks) User Group review meetings to facilitate stakeholder buy-in of the implementation effort.

Phase 1 Planning Deliverable

Huron will present the final Phase 1 Planning documents to the Project Manager upon the conclusion of this phase of the engagement, comprised of an Implementation Planning document, which includes the following components:

- High level implementation plan, including a resource plan, project team organizational chart and designated roles
- Business process discovery matrix
- High level integration approach
- High level change management and communication plan
- Buying and paying classification matrix (template)

- Key Business Processes and Workflow
- Supplier Strategy and Enablement Plan

As informed by the Phase 1 Planning effort, if this is deemed unlikely, adjustments to timeline will be identified in Phase 1 and maybe subject to change in scope of services.

PHASE 2: DESIGN AND CONFIGURATION

Project Advisory Services

For the entirety of Phase 2 and Phase 3, Huron will provide an experienced Project Manager in a near full-time capacity throughout the JAGGAER solution implementation along with best practices guidance. Designated Client individuals are expected to be the overall Program Manager, Executive Sponsor(s), and Campus Single Points of Contact (SPOCs) respectively.

This option is a more classical approach whereas Huron is the overall project manager throughout, liaising with your leadership in a shared governance fashion. Huron drives the project forward and directs the assignment of project tasks to client staff and stakeholders, performs the solution configuration, provide technical interfaces design advisory, leads, and performs testing and post-production support.

The benefit of this approach is mitigating a heavy Project Management load from the client and rely less upon client staff for day-in-the-life project tasks and preparedness for key workstreams like testing, training, and production readiness.

Huron will specifically provide project management and advisory services, including:

- Providing remote advisory services throughout the entire project, including best practices advisory on all configurations based on Huron's extensive experience implementing JAGGAER modules across numerous clients.
- Contribute to solution design, configuration, and integration work sessions.
- Identifying opportunities to normalize business processes organizational units (if applicable).
- Working with client Program Manager to create a deployment planning, outreach and communication with Contract Management, General Counsel, Finance & Administration, and other key departments and organization stakeholders.
- Working with the client team members to craft a communication strategy to disseminate information about the initiative to the departments and draft PowerPoint presentations and communications.
- Engaging with the Client Program Manager to create weekly the JAGGAER Solution project status report including the following attributes / data:
 - Original planned date and current planned date for all major deliverables and milestones
 - Financial update: Budget, dollars spent, estimate to complete, estimate at completion.
 - Identified risks / issues / decisions made/required.
- Playing an active role in executive committee meetings, user group reviews, status reporting, scope management, and issue escalation.
- Outline critical path project action items to support deployment planning and execution.

Business Process Design

Huron will facilitate functional and technical discussions with planned cadence to identify key decisions, define application field and page changes, master data sources, workflow needs, user roles and responsibilities, project settings, business processes requirements and other solution configuration options. Huron will document all finalized configuration decisions in a configuration tracker. Huron will work with your leadership and identified stakeholders as needed to jointly finalize all configuration design decisions.

We understand the operating principle from the Board and 'Idaho Higher Education Procurement Federation' is to build the solution to focus on areas of 'systemness' and commonality. Accordingly, in all cases the Board, Federation and each University / College will actively seek to align to a common design and business processes for requisition workflow, contract request workflow, sponsored research review / approval activities, PO and Non-PO business processes, receiving and invoice matching rules.

A summary of roles and responsibilities for design and configuration are noted below:

Activities, Roles and Responsibilities	Client	Huron
Design		
Using Huron best practices and input as a starting point, develop plan for how replace your existing business processes.	Support	Lead
Using Huron best practices and input as a starting point, develop plan for how the JAGGAER Applications will be rolled out to your users and Individuals	Lead	Advise
Provide Initial Configuration based on institution feedback regarding business processes	Support	Lead
Configuration		
Review existing configuration with your team, review best practices configuration options and obtain Client feedback on its business process and how the Initial Configuration should be adjusted to best match your business processes ("Configuration Workshop"). Huron intends to be tightly aligned your designated Jaggaer System Administrator for most configuration activities.	Support	Lead
Provide a best practices validation test plan and testing guide, which Client may supplement with additional test scenarios, based on additional feedback and support from Huron.	Support	Lead
Conduct series of iterative working sessions to: (1) continue to adjust configurations to best meet your business processes need and (2) train your System Administrator(s) on how to configure the JAGGAER Applications, so that Client may continue to adjust configurations as needed based on its organizational and users' needs ("Configuration Sessions"). Conduct remotely via Huron Zoom meeting, twice a week for two (2) hours, for maximum of fourteen (14) weeks.	Support	Lead
Configure JAGGAER Application in test environment, based on Configuration Workshop and Configuration Sessions. To support collaboration and knowledge transfer, Huron will work jointing with the Jaggaer System Administrator to recap the revised configuration.	Support	Lead
Load sample of your data into the JAGGAER Applications in the test environment.	Support	Lead
Provide your team detailed walk through of newly configured JAGGAER Applications.	Support	Lead
Revise and Finalize configuration design document which you may continue to rely on as guide during both implementation and production to understand configuration decisions.	Support	Lead

Supplier Enablement

Huron will collaborate with you to assess the existing supplier base and how goods and services are procured. The outcome is a strategy for enabling your key suppliers within the JAGGAER eProcurement solution and supplier community. The enablement strategy will include the optimal way to procure goods and services from suppliers, such as punch-out versus hosted catalog, and inform the optimal mix of suppliers within the marketplace as well as the settlement approaches most beneficial to the institutions.

Huron will assist with the enablement of suppliers targeted for inclusion in the JAGGAER marketplace. Areas of focus include:

Activities, Roles and Responsibilities	Client	Huron
Supplier Enablement		
Work with JAGGAER representatives to schedule and conduct enablement calls with target suppliers	Support	Lead
If desired, act as your representative on initial supplier enablement calls and communicate business requirements to representatives of the supplier's team	Lead	Support
Develop a comprehensive plan for supplier enablement testing	Support	Lead
Execute supplier enablement test scenarios	Support	Lead
Work with the supplier's enablement teams to remediate identified issues	Support	Lead
Track and report testing progress	Support	Lead

Policy Recommendations

Huron will provide recommendations on policy revisions needed to support the adoption of procure-to-pay best practices as well as the decisions made during the design of the JAGGAER eProcurement system.

Develop Contracts Conversion Strategy

Realizing that you may have existing contracts that must be migrated to the new solution, Huron will develop a detailed conversion strategy to manage the build of the new Contracts+ solution. During our Design Phase, Huron will validate our initial plan with your Contract stakeholders to secure alignment on project scope, migration, rollout, and change management.

Huron will provide your Contract stakeholders with detailed contract data collection materials that cover the specific contract Masterdata collection (an excel template) and the convention that digital version of contracts must adhere. The respective entities are responsible for conducting the collection, formatting, and validation of this data prior to conversion into JAGGAER Contracts+.

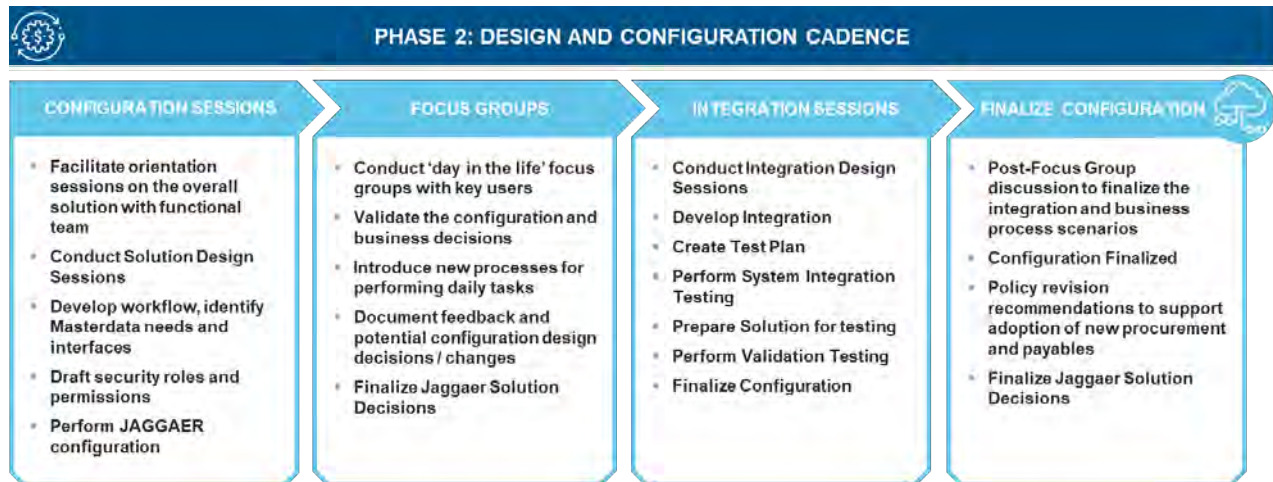
Once you are ready for go-live we propose a slow controlled phased by converting existing agreements first, the expanding to core groups including OGC, Procurement and other areas as identified. This will ensure that changes are applied correctly and change management process are in place to properly train users on the reimplementation.

Prepare Draft Deployment Plan

Huron will work with the Program Manager, campus Workstream Leads and the project team to assist in developing a comprehensive plan for deployment. The plan will be based on several factors, such as the departments included in the rollout, other current initiatives, or activities, and/or the benefits of a pilot release.

Perform Functional Build and Configuration Scope

Huron will provide subject matter advisory to your resources leading the functional and technical development of the solution. Based on Huron experience with similar implementations, tasks for this work include execution of solution configuration of end-to-end contract lifecycle management and Eprocurement solutions, design and configuration of contracts and policy workflow, development of data synchronization and interfaces, and configuration of security roles and permissions. This has been a proven model for driving collaboration and accountability for the overall implementation effort and the cadence of design and configuration is reflected below:

**Configuration Scope**

This configuration aspect of this project is estimated for a duration of up to twelve (12) months from the mutually agreed upon start date of the Project (the "Project Kickoff Date") to the Transition to JAGGAER Customer Support. Phase 2 includes implementation of the following JAGGAER products: eProcurement, Invoicing, and Contracts+.

Services for the following JAGGAER Applications and business processes are included in this Project:

- JAGGAER eProcurement: shopping, forms, approvals, and PO distribution, eProcurement contract compliance
- Supplier enablement activities will be coordinated and led by the JAGGAER Enablement team (not Huron) with key client staff being involved for vetting and approval of designated suppliers and desired catalog / punchout content.
- JAGGAER eInvoicing: receiving, invoicing, and workflow.
- JAGGAER Contracts+: request, request workflow, contract authoring, repository, and reporting

JAGGAER eProcurement Configuration Scope Details

Overall User Management	
Users	Perform a one-time load of users in Client's Production site and a subset in Client's Test site.
User Roles	<p>Configure up to twenty-five (25) new roles related to eProcurement, content management, and eInvoicing (Accounts Payable) activities envisioned.</p> <p>Informed by other implementations, below are the planned roles. System Administrators for each instance will the ability to setup additional roles over time to meet additional business needs. The following are potential roles give the modules and processes envisioned for by the Client:</p>

Huron Statement of Work for 'Idaho Higher Education Procurement Federation'
Jaggaer Implementation Services – Phases 2 through 4

Overall User Management		
	1. Shopper	9. Invoice Entry
	2. Requisitioner	10. Invoice Exception Processor
	3. Approver	11. Invoice Approver
	4. Buyer / Professional Purchasing	12. AP Manager
	5. Contract Admin	13. Payment Specialist
	6. Contract Manager	14. System Admin
	7. Catalog Admin	15. ePro Administrator
	8. Catalog Manager	16. AP Administrator

Shopping	
Shopping	Configure the solution to enable shopping for goods (catalog, punchout, non-catalog items) and services (via forms) including configuration of the Purchasing Showcase dashboard.
Branding	Configure initial site branding including color theme, client logo, site name, Login URL, and organization message.
General Settings	Configure general application and shopping settings.
Procurement Forms	Configure up to eight (8) custom forms and educate Client on process, options, and permissions needed to create additional forms. Forms will be developed to be as common as possible across instances – insofar as each University / State College will work towards a common set of information for forms.

Requisition Approvals	
Approvals	Configure the solution to enable purchase requisition and purchase order approval and notification processing through workflow.
Workflow	Configure up to fifteen (15) workflow steps associated with requisition approvals and educate customer how to manage approval updates. The workflow steps can have subordinated settings that trigger intervention / approval / notification steps based on 'several 'dimensions'.
Purchasing Documents	Configure the solutions Purchase Requisition document (e.g. the fields and general layout of the user entry pages) to support Client requirements.

Order Delivery	
Approvals	Configure the solution to enable purchase requisition and purchase order approval and notification processing through workflow.
Workflow	Configure up to fifteen (15) workflow steps associated with requisition approvals and educate customer how to manage approval updates. The workflow steps can have subordinated settings that trigger intervention / approval / notification steps based on 'several 'dimensions'.
Purchasing Documents	Configure the solutions Purchase Requisition document (e.g. the fields and general layout of the user entry pages) to support Client requirements.

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Huron Statement of Work for 'Idaho Higher Education Procurement Federation'
Jaggaer Implementation Services – Phases 2 through 4

Order Delivery

Purchasing Documents	Configure the solutions Purchase Requisition document (e.g. the fields and general layout of the user entry pages) to support Client requirements.
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Master Data Load

Suppliers	Perform a one-time load of suppliers in the Jaggaer spreadsheet import format into Client's Production site and a subset in Client's Test site. This task will be performed in conjunction with the decision of the Supplier Management project.
Account Codes	Perform a one-time load of account codes in Client's Production site and a subset in Client's Test site.
Commodity Codes	Hosted and punchout catalogs are based on UNSPSC code set and as part of setting up the commodity codes there will be a 'mapping exercise' to roll-up the granular UNSPSC codes to more meaningful Commodity Codes. This will result in performing a one-time load up to 1,500 commodity codes in Client's Production site and a subset in Client's Test site.
Contracts	Provide the data load format and Contract header data template will be provided by Huron to the Client for completion. Perform a one-time load up to 1,500 contracts in Client's Production site and a subset in Client's Test site.

JAGGAER Contracts+ Configuration Scope Details
Activities, Roles and Responsibilities
CONTRACT REQUEST

Contract Request	HURON to configure up to two (2) contract request template and a reasonable number of contract request workflow notification/approval steps to satisfy common and exception scenarios.
Request Workflow	HURON to configure up to ten (10) notification/approval steps, using Advanced Dynamic Workflow if applicable.

REPOSITORY

Contract Entities	HURON to configure up to ten (10) contract types and fifteen (15) work groups.
Users	HURON will perform a one-time load of users in Client's Production site and a subset in Client's Test site.
Legacy Contracts	HURON will perform an iterative load of up to 5,000 contracts in Clients' Production site and a subset in Client's Test site. Client will collaborate with HURON to resolve load errors. Client is solely responsible for populating the Contracts load template and denoting any Attachments.
Attachments	HURON will perform a one-time load up to 5,000 contract attachments (e.g., original contract document, PDF) in Client's Production site and a subset in Client's Test site. Client is solely responsible for preparing contract Attachments prior to load.

AUTHORING

Clause Libraries	HURON to configure one (1) clause library with up to fifteen (15) clauses.
Alternative Clause Language	HURON will configure in English and will configure up to twenty (20) custom / alternative clauses.
Templates	HURON to configure up to ten (10) simple (static) templates up to twenty (20) pages in length each. Configuration to include creating the template header record, uploading the MS Word document and inserting document placeholders.

Activities, Roles and Responsibilities

Contract Workflow	HURON to configure up to ten (10) notification/approval steps, using Advanced Dynamic Workflow if applicable.
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Contract Compliance Tracker

Contract Compliance	Configure the solution to enable contract compliance functionality.
General Settings	Work with Client to configure contract shopping settings.
Contract Item Import	Configure the solution and user roles to enable item import and item attributes.

JAGGAER Accounts Payable Configuration Scope Details

For the application and applicable add-on(s) referenced in the JAGGAER order form, Huron will perform configurations and provide guidance to Client on best practice configurations per the scope detailed below.

Master Data Load

Suppliers	Perform a one-time load of suppliers in the Jaggaer spreadsheet import format into Client's Production site and a subset in Client's Test site.
Account Codes	Perform a one-time load of account codes in Client's Production site and a subset in Client's Test site.

Invoice Creation

Invoicing	Configure the Solution to enable non-PO invoice creation (if applicable), both manually and electronically via the Supplier Portal.
General Settings	Configure general invoicing settings to support Client requirements
Custom Fields	Configure up to five (5) custom fields on Invoice document.
Invoice document layout	Configure the solutions invoice document (e.g., the fields and general layout of the user entry pages).
Credit Memo document layout	Configure credit memo document (e.g., the fields and general layout of the user entry pages).

Invoice Matching and Approvals

General Settings	Configure general invoice approvals and general matching settings to support Client requirements.
Matching and Tolerances	<p>Configure Advanced Dynamic Matching (ADM) for up to five (5) matching rules and educate Client on managing and updating ADM settings/rules. There are parameters used to set matching tolerances such as receipt quantity over/under PO, Receipt cost over/under PO, Invoice Quantity over/under PO/receipt Qty, Invoice Unit Price over/under, Invoice extended price over/under, etc. This is configurable within the tolerance parameters. Some examples of matching rules include:</p> <ul style="list-style-type: none"> ▪ 2 Way Matching ▪ 2 Way Matching Over \$50 ▪ 3 way for Cost Receiving Only orders ▪ 3 way over \$XXX within \$XX or XX% ▪ Exact Match for Enabled Vendors over \$XX ▪ Non-PO Invoice
Invoice Workflow	Configure up to fifteen (15) workflow/review steps associated with invoice workflow. Educate customer on workflow configuration is used to manage approval updates.

Invoice Approvals	
General Settings	Configure general invoice approvals and general matching settings to support Client requirements.
Invoice Workflow	Configure up to five (5) workflow/review steps associated with invoice workflow. Educate customer on workflow configuration is used to manage approval updates.

Non-PO Invoice Process and Approvals	
Updates to Invoice document layout	Configure invoice document to support Client non-po invoice requirements.
Updates to Credit Memo document layout	Configure credit memo document to support Client non-po credit memo requirements.

Jaggaer Environments

Huron will deliver and configure a test (UIT) environment to test the configurations and integrations selected by the University and train users and a production (PROD) environment for the University to conduct production transactions. Huron will also enable all integrations in both the test and production environments. The environments will be configured uniformly, and the integration messages and formats will be identical. These environments shall be available for your use including development, system integration testing, configuration testing and training. You will continue to have access to the test and production environments after completion of the Services and during the term of your agreement with JAGGAER.

PHASE 3: INTEGRATION & VALIDATION

Integration

Integration Design Support

Huron will work with the IT organization at each campus, in a collective fashion, to understand the integration requirements of your financial solution including:

- Facilitate discussions on Banner IFEP, Oracle Cloud and Colleague integration points and approach to support procurement, payables, reporting and related transactions.
- Support design of user import and accounting chart field data
- Support design and provide configuration advisory for the Jaggaer Solution integrations with Banner IFEP, Oracle Cloud and Colleague, including suppliers, user sync/import, budget validation, and purchase order and invoice transactions.

JAGGAER Integrations





Huron will collaborate with your resources on the design of interfaces with an expectation that you have appropriate integration resources assigned. JAGGAER will be integrated with your ERP systems in a variety of methods depending on the ERP.

This includes outlining the integration specifications required based on the requisite system interfaces. Your ERP configuration team will continue with those activities and Huron resources would provide advisory based on our experience with institutions implementing the same model. We also recognize that the State is implementing a system for state agencies called LUMA which may be fed information from the four institutional ERP systems, however we understand no integration between JAGGAER and LUMA is planned at this time.

Activities, Roles and Responsibilities	Client	Huron
JAGGAER Integration		
Integration design activities including optimal integrations and real time interfaces	Advise	Lead
Partner with HURON technical consultant to accomplish integration	Lead	Support

Jaggaer Integrations

- Single Sign-on (SSO) via LDAP, Active Directory, Login XML, SAML etc.
- 'Jaggaer Standard Integrations' for Supplier Import, Custom field import, invoice export, and invoice status import integration point.
- Ellucian Banner IFEP eProcurement and eInvoice interfaces

Planned Integration Points and Methods			
	 University of Idaho	 Idaho State University	 BOISE STATE UNIVERSITY
			 LEWIS & CLARK STATE COLLEGE
Integration	Banner IFEP [1]	Oracle Cloud [2]	Colleague [3]
Single Sign-on (SSO)	CAS, SAML, LDAP, LoginXML	CAS, SAML, LDAP, LoginXML	CAS, SAML, LDAP, LoginXML
User Import	XML, Flat File (CSV)	XML, Flat File (CSV)	XML, Flat File (CSV)
Account Codes / Custom Field Import	IFEP Included	JAGGAER Standard XML	JAGGAER Standard XML
Supplier Import	IFEP Included	JAGGAER Standard XML	JAGGAER Standard XML
PR Validation	IFEP Included	JAGGAER Standard XML	JAGGAER Standard XML
PO Export	IFEP Included	JAGGAER Standard XML	JAGGAER Standard XML
Invoice Export	eInvoice Adapter	JAGGAER Standard XML	JAGGAER Standard XML
Payment Status	JAGGAER Standard XML	JAGGAER Standard XML	JAGGAER Standard XML

Planned Integration Points and Methods / Assumptions

- Banner will require separate IFEP license to accomplish integration for eProcurement.
- Integration Services may be used to translate into client formats, or the Client can review the files as posted/messaged and process via local integration methods.

[1] **Banner** integration is using Banner IFEP and Banner eInvoice adapter (not Banner ETHOS), along with Banner integration tools for User Import and Payment Status.

[2] **Oracle Cloud** integration is based on OC configured to consume/produce standard XML messages.

[3] **Colleague** integration is based on use of Colleague integration tools + standard Jaggaer XML messages.

Testing

Testing Approach and Workplan

Huron will support the development of a comprehensive test plan that addresses all three phases of testing – supplier enablement testing, system testing (i.e. validation testing), and user testing. Huron will support the organization in coordinating system test efforts including establishing a testing workplan to outline testing and user acceptance resources and participation commitments.

Testing Support

Based on the business process inventory, Huron will develop test scenarios based on Client business needs, exception scenarios, and other test needs leveraging Huron's templates and comprehensive test

scenarios from other implementation examples. Huron will conduct a hand-off meeting with the Campus Workstream leads and the Project Manager testing stakeholders to vet and hand-off test scenarios for continued ownership by you.

Once the design has been finalized, Huron will assist part-time with providing advisory services to support the client development of a test plan and approach. Huron will also assist in testing prioritization and troubleshooting identified issues.

Test Execution

Huron will develop test scenarios based on identified business needs, exception scenarios, and other test needs leveraging Huron's templates and comprehensive test scenarios from other implementations. You are responsible for organizing and performing all tests, reporting on results and capturing testing issues.

Huron will conduct a hand-off meeting with key client testing stakeholders to vet and hand-off test scenarios ownership. Huron will manage / coordinate lead testing efforts.

A summary of roles and responsibilities to provide solution testing and validation are noted below:

Activities, Roles and Responsibilities	Client	Huron
Testing and Solution Validation		
Define the test plan and approach	Advise	Lead
Document end to end Contracts+ test scenarios	Support	Lead
Kick-off testing and solution validation	Support	Lead
Weekly execution of test plan	Support	Lead
Prioritize and troubleshoot issues	Support	Lead
Communicate issues to Huron for resolution	Lead	Support
Solution validation checkpoint after testing is completed and all critical issues addressed	Lead	Support
Validation Phase		
Kick off CLIENT's user validation testing of the configurations chosen by Client to best match your business processes ("Validation Testing")	Support	Lead
Finalize the Validation Testing plan with the specific workflows and integrations from the Configuration Design Document, so that Client may fully validate that the configurations best match Client's business processes	Support	Lead
Execution of Validation Testing	Support	Lead
Align JAGGAER Applications migration action items (test to production) with Client migration methodology	Support	Lead
Finalize plan to roll out JAGGAER Applications to Client's users	Support	Lead
Migrate the JAGGAER Applications configured for Client into a production environment	Support	Lead

Change Management and Communication

The purpose of this component is to define the appropriate frequency, methods, content, and style of messages to the internal/external constituents at each institution. An analysis of effective ways to penetrate the awareness of Campus users will be conducted to identify the optimal methods of providing project and solution introduction and updates.

Change Management and Communication	Client	Huron
Develop Plan		
Create Change Management plan, Create Communication plan	Support	Lead
Working group meetings	Support	Lead
Surveys / feedback	Lead	Advise
Execute Plan		
Execute Change Management and Communication Plan	Lead	Advise

Curriculum Development and Training

Huron will work with your team to confirm the deployment training approach and finalize the scope. Huron will validate the training modality and materials and will then develop materials based on your approved material inventory list. The institutions and Huron will undertake a review process of developed materials and perform content revisions. In preparation for go-live, Huron will deliver pilot training and then support your training staff. A summary of roles and responsibilities for this stage are noted below:

Curriculum Development and Training (Optional)	Client	Huron
Scope Audience(s), Roles and Volume		
Confirm the audience(s) for training	Support	Lead
Validate Modality and Materials		
Develop a list of all materials (curriculum inventory) and specify the methods for content delivery	Support	Lead
Instructional Design / Develop Materials		
Prioritize materials needed for 'day one' business use, including Develop JAGGAER tutorials, reference guides, JAGGAER Adopt, and other support material required to assist end users in their transition to the JAGGAER solution.	Support	Lead / Perform
Develop materials and give your resources time to review materials and likewise Huron enough turnaround time for content revisions	Support	Lead
Support Campus change leads as they drive adoption of JAGGAER within their organizations	Lead	Support
Establish a schedule for materials development, review, approval, and finalization to drive clarity and accountability. Materials developed will follow a pre-defined outline reviewed by Client stakeholders with up to 2 (two) rounds of review within 5 (five) business days of the drafts being received by CI.	Support	Lead
Deliver Pilot Training		
Huron delivers mock training to de-bug curriculum materials and validate test site	Support	Lead
Huron delivers course in classroom to your Trainer	Support	Lead
Client is responsible for classroom scheduling / logistics	Lead	Support
Client delivers course shadowed a few times by Huron to participate / co-deliver	Lead	Support

PHASE 4: DEPLOYMENT

Once the design has been finalized and testing completed, Huron will provide advisory and post-production support services for the deployment of the solution.

Production Migration, Activation and Live Testing

These testing activities represent the final stage of the project. It is important to communicate the solution rollout to all groups and individuals impacted by the project. Depending on the solution being rolled out, Live Testing can include sending out live orders, completing contract negotiations and workflow, etc.

Following the completion of testing, the JAGGAER solution will be activated into production. Typically, this involves migrating all desired configuration options into the production environment and confirming integration.

When the solution is first activated in production, the campus' conduct live order testing which includes sending out live orders, completing contract negotiations and workflow, etc. Live testing is a controlled event that is monitored for success. Once validated, the solution is ready for go-live.

Services following go-live include four months of deployment post-production support and incremental training services and coaching to improve utilization.

A summary of roles and responsibilities for deployment activities are noted below:

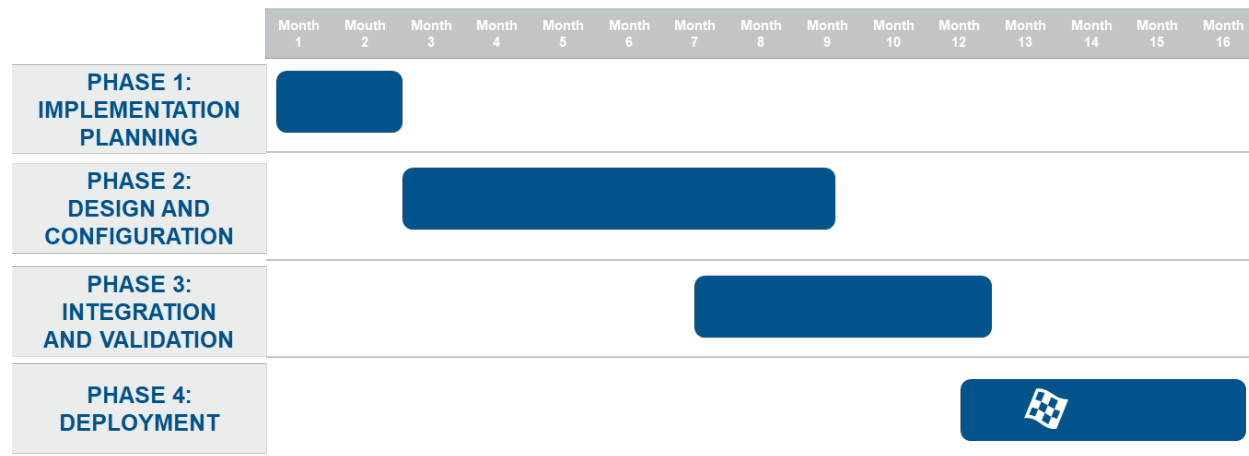
Activities, Roles and Responsibilities	Client	Huron
Deployment		
Identify user population, key groups/departments, deployment groups	Lead	Support
Plan, author and communicate based on the communication / org readiness plan	Lead	Support
Develop Post-Production Support Strategy and Plan	Support	Lead
Provide support during go-live and first month	Start Up	Lead
Go-Live Phase		
Deploy JAGGAER Applications to a control group selected by Client	Lead	Support
Transition Client to JAGGAER Customer Support; set up Customer Support Portal for Client	Support	Lead

Project Timeline

We estimate that the scope of this engagement will be accomplished in 16 months, commencing September 2021. The timeline below illustrates the estimated duration and sequence of the phases. We envision the involvement of a broad group of stakeholders from the Board, Federation, Universities, and the State College throughout the project with a particular emphasis on getting cross functional involvement from day 1.

To ensure solution adoption and success, thorough system and business process testing followed by training will result in a pilot go-live in month 12, followed by four months of deployment to support initial go-live activities, followed by utilization reinforcement with campus Workstream leads and other stakeholders.

Figure 1 - Overall Staged Timeline



Proposed Resource Model

HURON ENGAGEMENT TEAM

The Huron engagement team will consist of the following roles. Team members are subject to change based on project timing.

Role	Description	Est. Hours
Huron Program Executive and Quality Assurance	Jens Brown, a Managing Director within Huron's Spend Management practice will serve as the overall lead and will provide subject matter expertise on a part time basis over the 8-month project and will provide guidance and have overall quality assurance and delivery responsibility for Huron's engagement.	168
Huron Program Director	A Senior Manager or Director, this individual will provide part-time, project delivery oversight and contribute to best practices.	288
Planning Lead, Advisor and Project Mgmt. Support	A Manager will serve as the overall lead and advisor for Huron activities regarding the implementation of JAGGAER eProcurement, Contracts+ and Accounts Payable and lead the implementation planning portion of the project. Provides ongoing near full-time project management support to the client Program Manager.	2368

Huron Statement of Work for 'Idaho Higher Education Procurement Federation'
Jaggaer Implementation Services – Phases 2 through 4

Role	Description	Est. Hours
Technical Consultant	David Joyner, a Manager, will be the Technical Consultant engaged to perform the JAGGAER portion of system integrations.	1068
Solution Consultant	An Associate with extensive JAGGAER experience, will perform the JAGGAER solution configuration and functional meeting facilitation for the JAGGAER solution in a part-time capacity.	1376
Change Management / Testing Readiness Lead	An Associate with extensive change management and testing experience, will support overall change management activities, including key pieces of curriculum development, instructional design, and organization / coordination of testing activities.	832

The Huron team members listed above will deliver our services – each have significant functional area expertise, deep multi-industry credentials and JAGGAER solution expertise. In addition to the core team members, we may leverage other subject matter expertise from our team to best accomplish the objectives of the engagement. Huron reserves the right shift hours among resources to best accomplish projects objectives.

Huron resources will perform most services in an off-site fashion. We will determine additional meaningful onsite activities in advance (e.g., monthly meetings, steering committee, etc.).

While we will attempt to comply with your requests for specific individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the services.

Pricing

PROFESSIONAL FEES

The estimated fees for the engagement will be **\$1,414,930** based on the terms of the Master Services Agreement and staffing plan provided in this Statement of Work.¹

Huron is equipped to deliver these services in a remote fashion, any planned travel expenses are estimated at approximately 18% of the total professional fees delivered onsite at various locations in the State of Idaho.

BILLING

Huron will invoice the University of Idaho on a monthly basis for fees and expenses incurred in the prior month. Payments may be made via ACH to:

Harris Bank Chicago, Illinois
Routing No. 071000288
Account Title: Huron Consulting Services, LLC
Account Number: 262-463-3

Comments: (Include Invoice Number to ensure proper credit)

CHANGES IN SCOPE

¹ The estimated fees of \$1,414,930 are a 5% discount if the 'Phase 1 Implementation Services' SOW dated 6/30/2021 is signed by 7/9/2021, and this SOW is signed by 8/30/2021. Otherwise, the non-discounted amount of \$1,489,400 will apply to this SOW.

Any change in project scope or duration resulting in additional fees will be mutually agreed upon between the University and Huron Consulting Group and documented in an amendment to this letter of engagement prior to work beginning on additional scope of work.

OPTIONAL SERVICES

As an **optional service**, to support the transition of contract information from offline sources, you could anticipate the automated scrubbing, indexing, and OCR of legacy contracts (e.g., those in offline digital sources) to be accomplished via our intelligent automation service. Approximate fees for conducting this service range from \$12 to \$16 per contract.

Assumptions and Client Responsibilities

In connection with our provision of services, you will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

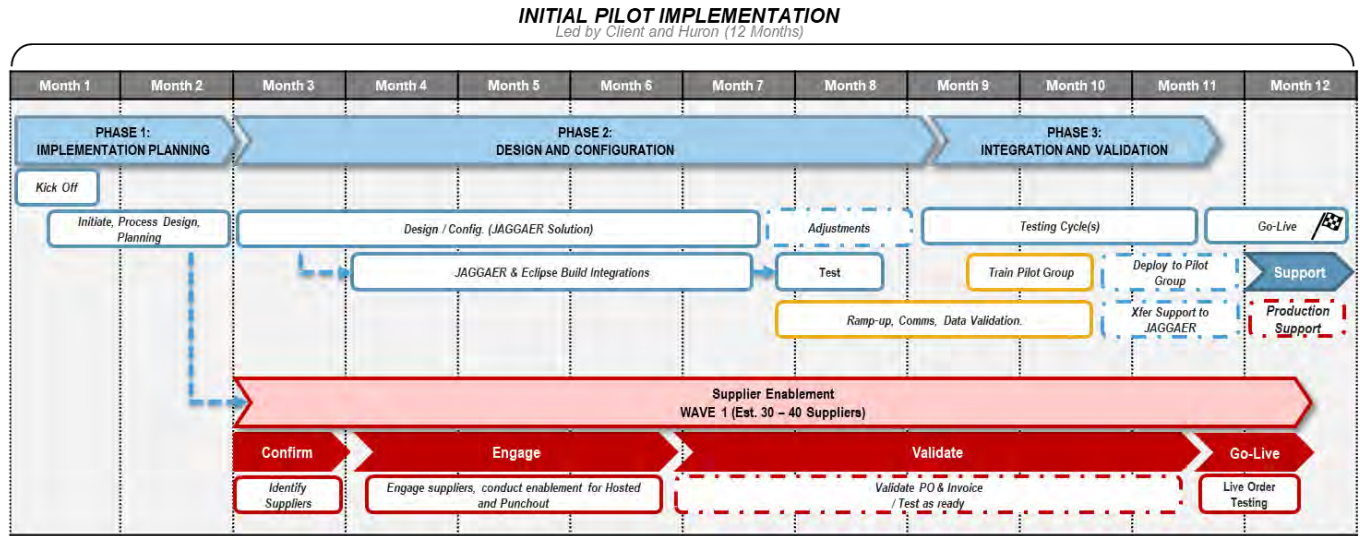
- You will designate an employee or employees within your senior management who will make or obtain all management decisions and/or provide proper guidance with respect to this engagement on a timely basis. You also agree to ensure that all assumptions set forth below are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. We will be entitled to rely on all of your decisions and approvals, and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.
- To help maximize the value of our work to you and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the services.
- The successful delivery of our services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of any assumptions, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in the assumptions or in carrying out your responsibilities.
- There will be a recurring project status meeting to address open issues and make key decisions. The format of the status meeting will be mutually agreed upon between Client and Huron at the start of the project.
- Documentation / deliverables will be delivered in electronic format, unless otherwise expressly agreed to by Client and Huron.
- Client will work to the agreed upon timeline and Huron will not be responsible for delays in the project timeline due to elongated decision-making processes, inability to provide required resources, information, or requirements, and delays in the execution of any aspect of the project. Any delays may have time and/ or cost impact.
- Huron will have reasonable access to required Client staff during this engagement as any delays in the implementation by either party will be highlighted during the standing status reports.
- Unless otherwise specified herein, your ERP / IT development resources are responsible for the development of any interfaces between files / messages provided by Jaggaer to your ERP system, and vice versa, if applicable.

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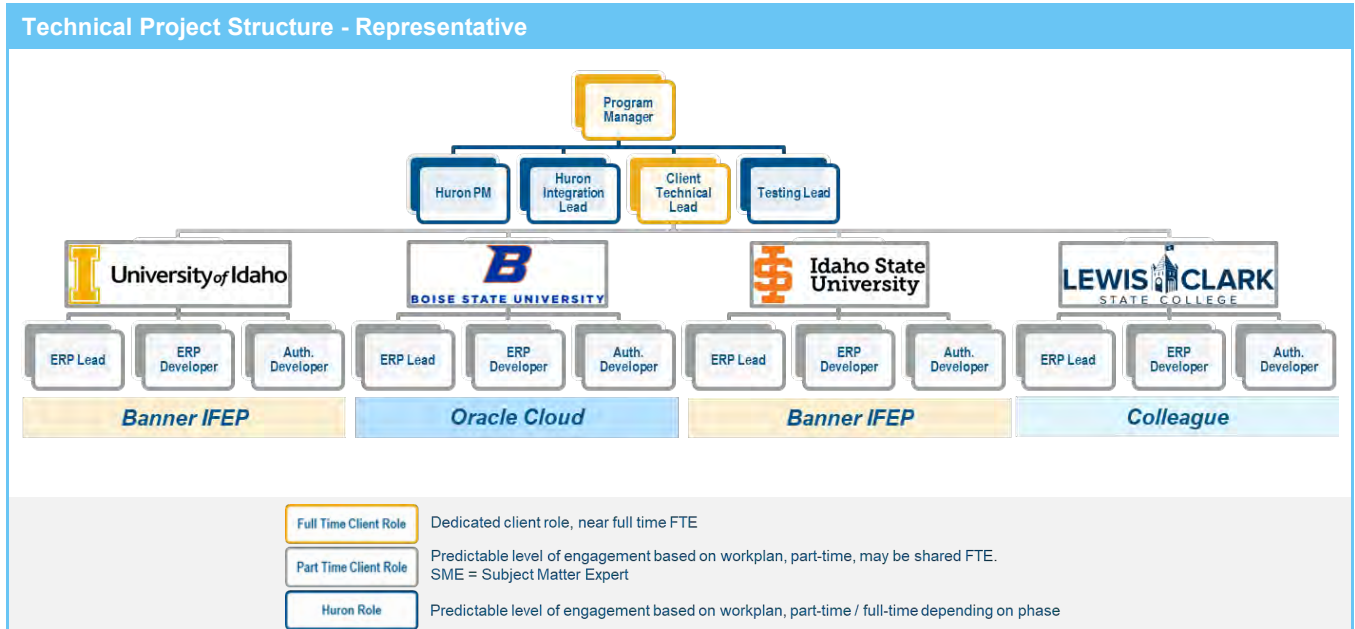
Business Terms

Business terms are to be based on University of Idaho Contract for Services.

Appendix A: Representative Project Timeline – Pilot Implementation



Appendix B: Representative Project Structure





huronconsultinggroup.com

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

UNIVERSITY OF IDAHO

SUBJECT

Ellucian renewal agreement – ERP software

REFERENCE

June 30, 1993	The University of Idaho executed an ERP agreement with SCT Software & Resource Management Corporation (now Ellucian).
Various	The University of Idaho has presented various Ellucian contracts and maintenance agreements to the Board of Regents and the Executive Director for the SBOE for approval on several occasions since the 1993 initial contract in order to ensure continuous use, service, support, and appropriate expansion of the various Ellucian software products used by the U of I.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Since 1993, the University of Idaho (UI) has relied on Ellucian products (previously SCT Software & Resource Management Corporation) for enterprise resource planning (ERP) and other software solutions, including Banner (ERP), CRM Advance, and ChromeRiver (Travel Management) after a successful RFP process. Successful implementation and years of improvement and application integration have yielded positive results. The University's use of the products has included numerous licenses and maintenance agreements with Ellucian. The additions of CRM Advance and ChromeRiver have further streamlined business and finance operations through integration with Banner.

IMPACT

The University of Idaho requests a contract renewal for a term of five years for Banner and three years for CRM Advance and ChromeRiver; for costs of \$2,371,197 for the Banner software license; \$30,523 for professional services related to implementation, training, and management services for the Banner products; \$3,446 for support services; and \$619,829 for the ChromeRiver and CRM Advance Cloud-based software. The University of Idaho issued Requests for Proposals, and Banner (1993), CRM Advance (2016) and ChromeRiver (2018) were awarded the contracts, respectively. These contracts are renewals of those agreements. The total cost of these contracts is \$3,024,995. By combining the three products, UI will receive a reduced price, equating to an average annual savings of \$50,000. Additionally, UI will receive access to Premium Ellucian Experience and the mobile app. As part of the contract to receive the newer

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 26, 2021

products, the U of I will be surrendering a perpetual license to use some of the products granted under the original 1993 agreement and its subsequent amendments.

This agreement aligns with the timing and term length of similar agreements signed between BSU, ISU, LCSC, and their respective ERP providers. This furthers the Board of Regents' mission of improving purchasing coordination and centralization among the four-year institutions, in addition to creating the opportunity for ERP alignment among the institutions in the future.

ATTACHMENTS

- Attachment 1 – License Exchange and Enhancement Order Form (Ellucian Renewal for Banner, among other products)
- Attachment 2 – Order Form for Renewal of Cloud Software
- Attachment 3 – Original 1993 SCT Software (now Ellucian) Banner Contract
- Attachment 4 – Original 2016 Cloud Software Order Form for ChromeRiver and CRM Advance

BOARD STAFF COMMENTS AND RECOMMENDATIONS

In the last year, both Boise State University and Lewis-Clark State College have entered into five-year agreements, consistent with the Board's desire for a plan for ERP convergence to be in process by 2026. The University of Idaho has been mindful of the guidance from BAHHR members that there be a planned convergence of ERP systems while simultaneously demonstrating responsible stewardship in the interim. The contract includes software that provides a platform for Canvas, the portal for the Online Idaho project, and provides for a cloud-based software that will position the University for a shared ERP convergence in 2026.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to execute the attached contracts with Ellucian and to authorize the University of Idaho Vice-President for Finance and Administration, or designee, to execute the necessary contractual documents in substantial conformity to Attachments 1 and 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **UNIVERSITY OF IDAHO** (the "Client"). This Order Form amends the Software License & Services Agreement dated June 30, 1993 between the parties (the "Agreement"). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Under the Agreement, Ellucian granted Client a perpetual right of use for certain systems of software. Subject to the terms and conditions of the Agreement as modified by this Order Form, Client and Ellucian hereby terminate Client's license for the "**Terminated Perpetual Software**" identified in Exhibit 1 hereto in consideration for a license to use certain software, as identified in the **Subscription Software Table** below, on a term-of-years basis ("**Subscription Software**") and/or certain other software, as identified in the **Cloud Software Table** below, on a term-of-years, Ellucian cloud-provided basis ("**Cloud Software**"). Client is retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For purposes of both the Subscription Software and the Cloud Software licensed under this Order Form, the "Software Term" consists of the period of time from the last day of the month of execution of this Order Form (the "Beginning Date") until July 31, 2026 (the "Expiration Date"). At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), Client's license to access and use the Subscription Software and the Cloud Software will automatically renew for consecutive Contract Years on a year-to-year basis extending the Expiration Date and the Software Term by a year each time, unless either party notifies the other in writing of its intent not to effect such renewal at least ninety (90) days prior to the then-current Expiration Date; automatic renewal beyond the Software Term will be subject to an increase of up to seven percent (7%) annually, for each such renewal Contract Year, in addition to applicable third party fee increase (if any), unless and until the parties execute a written amendment or subsequent order form for a committed renewal term.

Information Security. Ellucian will adhere to the terms governing information security set forth in Exhibit 3 to this Order Form during the Cloud Software Term.

Security Breach. With respect to Client Data, as defined in Section 1 of the Cloud Software Order Form signed by the parties on November 20, 2016, in the event of a "Security Breach" as defined by applicable state or federal law, to the extent caused by or resulting from Ellucian's negligence or willful misconduct or Ellucian's failure to adhere to the terms governing information security set forth in Exhibit 3, Ellucian shall be responsible to pay for, or reimburse Client for, the following, to the extent applicable up to the limit stated in the last sentence of this paragraph: (1) reasonable attorneys' fees incurred by Client in furtherance of Client's obligations with respect to the Security Breach; (2) the cost of notifying appropriate law enforcement agencies, government regulatory authorities and affected customers/students; (3) two (2) years of credit monitoring services for Client's affected customers/students/faculty members/employees, provided by a reputable credit monitoring services provider; and (4) any other expenses or damages imposed by law upon Client to respond to or remedy the security breach. The limitations provided in Section 16 of the Ellucian Cloud Software Standards (see Exhibit 5 and see www.ellucian.com/contracts-and-documentation) shall not apply to costs that Ellucian has agreed to pay for a Security Breach as described within this Section (entitled "Security Breach") which costs are instead limited so as not to exceed \$500,000.

Security Audit. No more than once per calendar year, Client may request and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, a copy of the most recent independent security attestation report applicable to the activities under the Order Form, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls applicable to the services Ellucian provides to Client.

FERPA. To the extent that Ellucian will have access to, store or receive student education records, Ellucian agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99, as applicable. Ellucian agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by the Client or as required by law. Ellucian agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination of the Agreement, Ellucian shall return all student education record information as provided in the Agreement without keeping a copy for itself.

Termination of License for Terminated Perpetual Software. Client's license to use the Terminated Perpetual Software is terminated thirty (30) days following the Beginning Date.

Grant of Licenses Pursuant to This Order Form. Licenses granted pursuant to this Order Form are for Client's internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Subscription Software and Cloud Software, for Client's internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Client acknowledges that Subscription Software that replaces the Terminated Perpetual Software has been delivered. Ellucian will provide the necessary process and procedure for Client's access to the Cloud Software within thirty (30) days of the Beginning Date.

Continuing Perpetual Software. Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the "**Continuing Perpetual Software**"), as previously licensed between the parties. In order to align Software Support Services for the Continuing Perpetual Software to the Software Term applicable to Subscription Software and Cloud Software licensed under this Order Form, the parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Software (only) for a term commencing on the Beginning Date through the Expiration Date ("Extended Maintenance Term").

SUBSCRIPTION SOFTWARE TABLE ^{1,2,3}	
Description	Fee
Banner Student (includes Student Self-Service and Faculty and Advisor Self-Service)	Included
Ellucian Degree Works	Included
Ellucian Degree Works Transfer Equivalency	Included
Banner Financial Aid (includes Financial Aid Self-Service and CSS Profile Interface)	Included
Banner Finance (includes Finance Self-Service)	Included
Banner Human Resources (includes Employee Self-Service)	Included

CLOUD SOFTWARE TABLE ^{1,4}	
Description	Fee
Ellucian Intelligent Learning Platform for Canvas ²	Included
Federal Methodology Needs Analysis	Included
Ellucian Experience	Included
Ellucian On Demand Training ⁵	Included
• Enterprise (25 Named User License)	

PAYMENT SUMMARY FOR SUBSCRIPTION SOFTWARE AND CLOUD SOFTWARE	
TOTAL (for Contract Year ending July 31, 2022) (to be prorated)	\$446,626
TOTAL (for Contract Year ending July 31, 2023)	\$460,024

TOTAL (for Contract Year ending July 31, 2024)	\$473,826
TOTAL (for Contract Year ending July 31, 2025)	\$488,040
TOTAL (for Contract Year ending July 31, 2026)	\$502,681

Professional Services. Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the “Services”), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian’s delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian’s delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description ⁶	Hours	Rate ⁷	Fee ^{8,9}
Intelligent Learning Platform (ILP) 5 Implementation	10	\$213	\$2,130
Ethos Integration Essentials (SaaS or Managed Cloud)	32	\$187	\$5,984
Banner Project Management Services	7	\$187	\$1,309
Ellucian Experience Single Sign-on	Fixed Fee ¹⁰	Fixed Fee ¹⁰	\$7,000
Ellucian Experience Training and Planning	Fixed Fee ¹⁰	Fixed Fee ¹⁰	\$7,000
Ellucian Experience Toolkit Workshop	Fixed Fee ¹⁰	Fixed Fee ¹⁰	\$7,100
TOTAL PROFESSIONAL SERVICES FEES:			\$30,523

Notes to Tables:

- ¹ For a description of the product details and the terms of service, see Exhibit 5 and see www.ellucian.com/contracts-and-documentation.
- ² Pricing in this Order Form allows for up to a tier threshold of 10,999 (the “Contracted FTE”). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- ³ Subscription Software includes Software Support Services at the Advantage Plus Maintenance Level without additional charge.
- ⁴ Cloud Software includes Software Support Services for such Cloud Software at the Subscription Advantage Maintenance Level without additional charge.
- ⁵ Client is granted a right to access and use the Ellucian-proprietary self-paced, web-based training programs (“Web-Based Training Programs”) that Ellucian makes available during the applicable Software Term. Within thirty (30) days of the Beginning Date and upon receipt of user account information from Client, Ellucian will make available to Client the most current version of the Web-Based Training Programs for the Baseline version of Ellucian Software. Further, provided that Client pays Ellucian the applicable subscription fees specified in this Order Form, Ellucian will, during the applicable Software Term, make available to Client each new version of the Web-Based Training Programs will be made available via the website as soon as reasonably practicable after the same become generally available to Ellucian licensees in each instance. Client will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Software, and Client’s right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the Agreement. All Web-Based Training Programs are owned by and constitute copyrighted and confidential information of Ellucian. Client is expressly prohibited from placing on or otherwise making any Web-Based Training Programs, in whole or in part, available from any website, including any website maintained, operated, or authorized by Client.
- ⁶ For a description of the services identified in this Order Form, see the Statement of Work attached as Exhibit 4.
- ⁷ Hourly rates specified in this table will be held in place for this project for a period beginning on the Execution Date and ending eighteen (18) months later.

- ⁸ Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- ⁹ Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Order Form. The total amount that Client will pay for these services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable when the services are rendered. If it is determined that additional services are needed beyond what is listed in this contract, Ellucian will secure written approval from Client by executing a separate work order prior to delivering those services.
- ¹⁰ Fixed Fee services fees will remain valid for a period of one (1) year following the Execution Date; Client must schedule delivery of Fixed Fee services within the one (1) year period or additional charges may apply.

Invoicing. Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a "Contract Year" (consisting of twelve (12) consecutive months beginning August 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Subscription Software and Cloud Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date)
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- on the Execution Date for all Professional Services to be performed on a fixed fee basis;
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel and living expenses are included). All services are anticipated to be delivered remotely under this Order Form. However, if it is determined that services will need to be delivered onsite, Client will reimburse Ellucian for pre-approved actual and reasonable travel and living expenses that Ellucian incurs in providing Client with Professional Services. Such travel and living expenses will be invoiced on a monthly basis in arrears and are due within thirty (30) days from the date of invoice. Ellucian will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Client as offering Client's contractors a discounted rate, and sharing rental cars. Reimbursement is subject to any statutory reimbursement limitations imposed on Client contractors, and Client will provide Ellucian with a copy of such limitations before Ellucian incurs expenses.

Payment Terms. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

(EXECUTION PAGE FOLLOWS)

Ellucian

Client

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____
Printed

Name: _____
Printed

Title: _____

Title: _____

Date: _____

Date: _____

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before August 31, 2021.

Client Billing Contact Information:

Client Cloud Software Provisioning Contact Information:

Name: _____

Name: _____

Address: _____

Title: _____

City, State, Zip: _____

Email: _____

Email Address: _____

PO# (if applicable) _____

EXHIBIT 1

TERMINATED PERPETUAL SOFTWARE TABLE: ¹

Description
Banner Student & Financial Aid (including Faculty and Advisor Self-Service, Student Self-Service, and Financial Aid Self-Service)
Banner Human Resources (including Employee Self-Service)
Banner Finance (including Finance Self-Service)
Ellucian Degree Works
Ellucian Degree Works Transfer Equivalency

Notes to Terminated Perpetual Software Table:

- ¹ Prior to the Execution Date of this Order Form to which this Exhibit 1 is attached, Client paid Ellucian certain fees as Software Support Services for the Terminated Perpetual Software, either under the Agreement or under a separate maintenance agreement ("Maintenance Agreement"). Client's obligation to pay Ellucian Software Support Services fees for the Terminated Perpetual Software identified in the Terminated Perpetual Software Table below is terminated as of the Beginning Date. Client will receive a credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period commencing on the Beginning Date or will be billed for the Software Support Services for the Terminated Perpetual Software through the Beginning Date, as applicable.

EXHIBIT 2

CONTINUING PERPETUAL SOFTWARE- TABLE A (paid in advance): ^{1,3}

Description	Maintenance Level	Base Year Fee (for Contract Year ending July 31, 2022)
Banner International Tax Navigator Interface	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:		\$2,106

CONTINUING PERPETUAL SOFTWARE -TABLE B (paid in arrears): ^{2,3}

Description	Maintenance Level	Base Year Fee (for Contract Year ending July 31, 2022)
Electronic Data Interchange EDISmart	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:		\$1,340

Notes to Continuing Perpetual Software Table:

¹ Ongoing Software Support Services Table A (paid in advance). Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through the Beginning Date. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table annually, in advance, on the basis of a Contract Year; (ii) for each Contract Year throughout the Extended Maintenance Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the start of the applicable Contract Year for which such Software Support Services fees are being remitted, with payment due within thirty (30) days of the date of each such invoice; and (iii) absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

² Ongoing Software Support Services Table B (paid in arrears). Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through the Beginning Date. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table annually, in arrears, on the basis of a Contract Year; (ii) for each Contract Year throughout the Extended Maintenance Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the end of the applicable Contract Year for which such Software Support Services fees are being remitted, with payment due within thirty (30) days of the date of each such invoice; and (iii) absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

² For a description of the product details and the terms of service, see Exhibit 5 and see www.ellucian.com/contracts-and-documentation.

INFORMATION SECURITY ADDENDUM

This Exhibit 3 contains terms governing information security to which Ellucian will adhere during the Cloud Software Term. Ellucian may modify specific security protections from time to time but will continue to provide at least the same level of security as on the date this Exhibit became part of the Cloud Software Order Form.

1. Information Security Program

Ellucian will maintain a global Information Security Program aligned with ISO 27001 that will plan, implement, and manage processes on an ongoing basis to meet information security objectives and requirements applicable to the Cloud Software delivered worldwide. The Information Security Program will include demonstrable oversight and commitment from Ellucian senior management. The Information Security Program will also include performing information security risk assessments and implementing treatment plans at appropriate intervals, such as when significant changes to the Cloud Software occur.

2. Information Security Compliance

Ellucian will design and maintain a control environment for the Cloud Software aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 18 / SOC 1 and SOC 2.

3. Information Security Policy

Ellucian will maintain an Information Security Policy that is approved by senior management and communicated to employees and applicable third parties. The Information Security Policy will identify roles and responsibilities as well as governing principles and control objectives for information security across Ellucian's global business operations. The Information Security Policy and will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.

4. Information Security Awareness Program

Ellucian will maintain an employee awareness program to allow employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.

5. Personnel Security

Employees will be screened in accordance with relevant laws and such screening will be proportional to employee roles and responsibilities. Employees and applicable third parties will agree to requirements for confidentiality and non-disclosure of information prior to employment or prior to providing services to Ellucian.

6. Physical Security

Ellucian currently uses Amazon Web Services (AWS) who is responsible for protecting the global infrastructure upon which the Cloud Software is delivered. AWS will maintain controls to manage and monitor physical access at both the data center perimeter and building ingress points using security staff, or electronic access control validation.

7. Access Control

Ellucian will authorize access to the Cloud Software only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to the Cloud Software and Client Data will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to the Cloud Software.

8. Data Security

Ellucian will maintain security controls to safeguard the Cloud Software from unauthorized access, modification, disclosure, or destruction, or becoming inaccessible to authorized users. Data protection methods will include restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary

or required, maintaining backups of Client Data, and securely returning data to the Client, or disposing or destroying data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization").

9. Cloud Software Security

Ellucian will protect the confidentiality, integrity, and availability of the Cloud Software. Ellucian will maintain safeguards for the security of electronic communications networks. Ellucian will also maintain a change management process to control planned and unplanned changes and the installation of software, manage mechanisms to detect threats such as malware, and recording and monitoring security events to identify anomalous or unauthorized activity.

10. Technical Vulnerability Management

Ellucian will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities within the Cloud Software within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

11. Third Party Security

Ellucian will maintain a process to identify risks to the Cloud Software that are accessible to third parties. The process will ensure that relevant information security requirements are incorporated into business agreements with third parties and that relevant third party risks are addressed within reasonable timeframes.

12. Information Security Incident Management

Ellucian will maintain an information security incident management program to respond to security incidents within the Cloud Software. Ellucian will provide timely notification to the Client in the event that the Cloud Software or Client Data is known to have suffered an Information Security Breach. Timely notification is defined as providing notice to the Client as soon as reasonably practicable and without undue delay after Ellucian became aware of the Information Security Breach. An "Information Security Breach" is defined as an event(s) that is known to have resulted in unauthorized access to a Client's Cloud Software or use or disclosure of Client Data. Ellucian will further maintain a process to capture and apply knowledge gained from such events to address the likelihood of reoccurrence.

13. Business Continuity Management

Ellucian will implement controls designed to maintain the continued availability of the Cloud Software. Controls will include maintaining a defined business continuity management plan relevant to the Cloud Software that, if interrupted, may result in significant downtime or data loss.

EXHIBIT 4

ELLUCIAN EXPERIENCE – SINGLE SIGN-ON – DESCRIPTION OF SERVICES**Overview**

Ellucian will provide consulting to configure Single Sign-on with Client Single Sign-on provider.

High-level Tasks and Deliverables for Ellucian Experience – Single Sign-on

Engagement	High Level Tasks	Deliverables
Ethos Integration Validation	Ellucian will validate Ethos Integration and functional mappings in 1 non-production and 1 production environment.	
Single Sign-on (SSO) and Technical Configuration	Ellucian will: <ul style="list-style-type: none"> • Configure SAML SSO (via ADFS, Shibboleth or Ethos Identity); • Gather Details on which SAML Assertions will define the roles to be used in Ellucian Experience; and • Set up Ellucian Experience Application in Ethos Integration. 	<ul style="list-style-type: none"> • Configuration Worksheet • 1 provisioned production • 1 provisioned non-production Ellucian Experience site

Service Assumptions for Ellucian Experience – Single Sign-on

- Ethos Integration with Ellucian Banner has been completed and the Person data model has been fully mapped.

Client Responsibilities for Ellucian Experience – Single Sign-on

- Configure Identity Provider for Single Sign-on (SSO); and
- Perform ongoing content changes and updates.

Out of Scope for Ellucian Experience – Single Sign-on

Includes but is not limited to:

- Configuring SSO with any provider besides ADFS, Shibboleth or Ethos Identity;
- Configuration or setup of additional integrated licensed products;
- Data Access loading or troubleshooting;
- Shared Technology Platform (STP);
- Customizations which may be required to provide parity with current portal-like systems;
- Performing content management and intranet functions including document storage and collaboration; and
- Performing content migration from existing portal system to Ellucian Experience.

ELLUCIAN EXPERIENCE – TRAINING AND PLANNING - DESCRIPTION OF SERVICES**Overview**

Ellucian will provide consulting to assist the Client implementing Ellucian Experience.

High-level Tasks and Deliverables for Ellucian Experience - Training and Planning

Engagement	High Level Tasks	Deliverables
Project Kickoff	Ellucian will: <ul style="list-style-type: none"> • Provide a demo of Ellucian Experience; • Provide Client recommendations; 	

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> Review schedule; and Review requirements. 	
Admin User Training	Ellucian will train the administrative users to: <ul style="list-style-type: none"> Configure client logo and colors; Configure main menu; Configure and test delivered and template cards; and Administer Ellucian Experience. 	
Functional User Training and Content Planning	Ellucian will: <ul style="list-style-type: none"> Provide an overview of delivered and template cards; and Discuss content scenarios and identify methods to accommodate content. 	<ul style="list-style-type: none"> Decision Workbook
Go-live Planning and Testing	Ellucian will discuss adoption, marketing, and rollout of Ellucian Experience.	<ul style="list-style-type: none"> Go-live Plan Test Plan
Training and Handoff	Ellucian will: <ul style="list-style-type: none"> Provide training on how to change, test and maintain site content. 	<ul style="list-style-type: none"> Decision Workbook Checklist Sign-Off

Service Assumptions for Ellucian Experience - Training and Planning

- Ellucian Experience has been configured for Single Sign-on use and SAML Assertions defined; and
- Ethos Integration is complete and configured for Ellucian Experience.

Client Responsibilities for Ellucian Experience – Training and Planning

- Perform ongoing content changes and updates.

Out of Scope for Ellucian Experience – Training and Planning

Includes but is not limited to:

- Configuration or setup of additional integrated licensed products;
- Data Access loading or troubleshooting;
- Shared Technology Platform (STP);
- Customizations which may be required to provide parity with current portal-like systems;
- Performing content management and intranet functions including document storage and collaboration; and
- Performing content migration from existing portal system to Ellucian Experience.

EXPERIENCE TOOLKIT WORKSHOP - DESCRIPTION OF SERVICES

Overview

Ellucian will deliver a hands-on Workshop to help the Client understand the Ellucian Experience Dashboard and the effort involved in building Experience cards and pages with the Experience setup. The Workshop will use the Client's Ethos Integration environment and Experience Dashboard. All hands-on activities performed during the Workshop are conducted in a familiar environment and any updates made to the environment are available after the Workshop ends.

High-level Tasks and Descriptions for Experience Toolkit Workshop

Engagement	High Level Tasks	Deliverables
Planning	Ellucian will: <ul style="list-style-type: none"> Conduct project initiation meeting, Workshop service preparation, and preparation for Workshop; Verify necessary components for Ethos Integration and Ellucian Experience are installed and functioning; and Verify the Client team participating in the Workshop will have access to their non-production environment. 	<ul style="list-style-type: none"> Workshop Agenda Service Preparation Document (SPD)
Hands-on Workshop	Ellucian will instruct Client to: <ul style="list-style-type: none"> Understand the Ellucian Experience architecture and platform; Understand how to obtain reference information for Ellucian Experience; Verify the components necessary for Ellucian Experience are installed and functioning properly; Conduct hands-on tests with Postman to validate APIs are functional; Troubleshoot common error scenarios with Ellucian Experience; Understand recommended practices for Ellucian Experience card and page development; Publish Ellucian Experience card and page with a simple custom JavaScript application using Visual Studio Code and Ellucian Experience Setup in the Client's Ellucian Experience environment; and Discuss implementation needs that could potentially be used for Ellucian Experience. 	<ul style="list-style-type: none"> Training material Experience card and page examples

Service Assumptions for Experience Toolkit Workshop

- The Workshop will only use baseline Ethos Data Models and APIs. A discussion around how custom data models can be leveraged will be a part of this Workshop;
- The development of custom cards, pages and integrations for the Client is the responsibility of the Client technical staff. Ellucian can develop custom cards, pages, and integrations for the Client via a separate work order;
- The Workshop is expected to be a working session on non-production Banner and Ethos Integration and Ellucian Experience component instances;
- The Client participants will have the required access to the Ethos Integration and Ellucian Experience components;
- The Workshop will use the Client's Ethos Integration and Ellucian Experience environment for all hands-on activities;
- End-to-end, bidirectional communication between the Banner and Ethos Integration is setup, configured and fully functional. Ellucian can provide services to setup Ethos Integration, Ellucian Experience, and its associated components via a separate work order;
- The code components delivered as a part of this Workshop are meant for instructional purposes only. They are not production ready;
- The Workshop will use a previously-agreed-upon selection of Ethos Data Models for the Workshop; and
- Workshop participants should have a basic understanding of JavaScript and GraphQL.

Client Responsibilities for Experience Toolkit Workshop

- Circulate Ellucian materials in advance of the service;
- Work with Ellucian to determine service expectations and timeline;

- Ensure required Ethos Integration and Ellucian Experience components are installed, configured and ready for use;
- Ensure that the Workshop participants have access to the non-production Ethos Integration tenant, Ellucian Experience, the Banner instance and have the required software (as specified in the Service Preparation Document) installed on their computers; and
- Provide Client point of contact who can ensure required Ethos Integration and Ellucian Experience components are installed and ready for use.

Out of Scope for Experience Toolkit Workshop

Includes but not limited to:

- Activities that fall within the boundaries of the scope statement are considered “in scope” and are accounted for in the schedule and budget. If an activity falls outside the boundaries, it is considered “out of scope” and is not planned for and not included in the Description of Service.

ETHOS INTEGRATION ESSENTIALS – DESCRIPTION OF SERVICES

Overview

Ellucian will integrate Ethos with the Ellucian Banner

High-Level Tasks and Deliverables for Ethos Integration Essentials

Engagement	High Level Tasks	Deliverables
Planning and Turnover	Ellucian will: <ul style="list-style-type: none"> • Guide the technical kickoff; • Conduct service preparation call; • Confirm pre-requisites for service readiness; and • Knowledge sharing on Ethos Integration and Ellucian ERP Middleware component deployment. 	<ul style="list-style-type: none"> • Service Preparation Document (SPD) • Training Materials
Ethos Integration – Functional Integration	Ellucian will: <ul style="list-style-type: none"> • Configure the Ellucian ERP in preparation for the Ethos Integration implementation; and • Configure Ellucian Ethos Data Model mappings in both non-production and production. 	<ul style="list-style-type: none"> • Decision Workbook • Configured Mappings
Ethos Integration - Technical Integration	Ellucian will: <ul style="list-style-type: none"> • Deploy or upgrade the Ellucian Messaging Adapter to the latest supported version; • Configure the Ellucian ERP for the integration required for the Ethos Integration implementation; and • Configure the Client Ethos Integration Tenant to the authoritative source (Ellucian ERP) in both non-production and production. 	<ul style="list-style-type: none"> • Deployed or Upgraded Ellucian Messaging Adapter • Configured Ellucian ERP for Ethos Integration
Ethos Integration – Technical Validation	Ellucian will: <ul style="list-style-type: none"> • Review Ethos Integration message flow validation from Ethos Integration to the Ellucian ERP; and • Review Ellucian ERP to Ethos Integration in both non-production and production. 	<ul style="list-style-type: none"> • Validate non-production and production environment • Installation Report

Service Assumptions for Ethos Integration Essentials

- Per the high level tasks and deliverables defined within this Description of Service.

Client Responsibilities for Ethos Integration Essentials

- Provide a designated non-production environment representative of the intended production environment for deployment of the integration;
- Provide the appropriate resource(s) to assist with deployment of integration components and execute the test plan in the same designated non-production environment, and provide timely system support as needed to maintain operation and availability of the designated non-production environment;
- Develop and deliver test plan;
- Provide test data in the designated non-production environment per the test plan;
- Provide access to ellucian.okta.com with Ethos Integration icon with data access if client has Ellucian Analytics or Ellucian Workflow; and;
- Client must meet the requirements for Ellucian Ethos Integration.
- Upgrading and validating that all Banner pre-requisites for both the Banner Common DB Upgrade and the Ethos API DB upgrade are met;
- Applying all the ODS pre-processor steps and ensuring ODS is properly staged if applicable;
- Install and/or upgrade the Banner Student API and Ethos Integration API unless specified within scope;
- Run the GUID generation process via the GJAPCTL screen in Banner INB or Banner 9 Admin Pages;
- Install and validate that the Banner DB Upgrade and Ethos DB Upgrade are installed in the Banner environments of which the API's will be integrated with unless specified within scope. The installation must be complete for all licensed Banner modules;
- Install the webserver (Tomcat or WebLogic) with an SSL certificated from a well-known certificate authority unless specified within scope for the API's to be hosted on.

Out of Scope for Ethos Integration Essentials

Includes but is not limited to:

- Services not clearly defined within this Description of Service.

INTELLIGENT LEARNING PLATFORM IMPLEMENTATION – DESCRIPTION OF SERVICES

Overview

Ellucian will conduct functional workshops designed to review and configure Intelligent Learning Platform (“ILP”) settings using Ethos to support the Client’s integration requirements between a single LMS and Banner.

High-level Tasks and Deliverables for Intelligent Learning Platform 5 Implementation

Engagement	High Level Tasks	Deliverables
Ethos Integration Validation	Ellucian will validate Ethos Integration and functional mappings in 1 non-production and 1 production environment.	
ILP Consulting	Ellucian will: <ul style="list-style-type: none"> • Conduct a functional overview of ILP and its features; • Connect ILP to Ethos Integration; • Connect ILP to 1 non-prod and 1 production supported Learning Management System; • Configure and test bulk and real-time provisioning course, user, and enrollment updates against 1 non-production and 1 production environment; • Configure and test Grade sync setup against 1 non-production and 1 production environment; • Set up integration with Ellucian Mobile; and • Assist with ILP go-live planning. 	<ul style="list-style-type: none"> • Reference guide • Decision workbook

Service Assumptions for Intelligent Learning Platform 5 Implementation

- Blackboard Learn Learning Management System (LMS) minimum release requirements are met prior to the ILP implementation.
- Blackboard SaaS Learning Management System (LMS) minimum release requirements are met prior to the ILP implementation.
- Ethos Integration has been completed and tested.

Client Responsibilities for Intelligent Learning Platform 5 Implementation

- Configure the Ethos integration tenant to the authoritative source where Ellucian Ethos Data Model mappings are complete.
- Complete all technical and ERP pre-requisite requirements in their entirety prior to the ILP implementation otherwise specifically stated.
- Upgrade the Ellucian software components to the minimum required versions prior to the ILP implementation.
- Provide a dedicated non-production environment and a production environment of the LMS, at the minimum release or higher, to configure ILP against.

Out of Scope for Intelligent Learning Platform 5 Implementation

Includes but is not limited to:

- Integration with an LMS other than the LMS identified above;
- Updates to the Client's ERP;
- Installation, upgrade or migration of Ellucian Portal;
- Installation, configuration or federation of Learning Management System for authentication;
- Installation or configuration of load balancers;
- Configuration of the Client's Network (including DNS or Firewall); and
- Language localizations.

PROJECT MANAGEMENT – DESCRIPTION OF SERVICES

Overview

Ellucian will provide Project Management services to Client using the Ellucian Edge Project Management Methodology.

High-level Tasks and Deliverables for Project Management

Engagement	High Level Tasks	Deliverables
Initiation	Ellucian will: <ul style="list-style-type: none"> • Set up a My Projects site; • Introduce Project Leadership team; • Hold Ellucian-internal Sales to Delivery touchpoint; • Compile Project Roster of Client and Ellucian staff; and • Acclimate Client to project site. 	<ul style="list-style-type: none"> • Project site for Project Collaboration • Initial site Project Roster • Meeting summaries
Planning	Ellucian will: <ul style="list-style-type: none"> • Conduct Project Kickoff and Planning call; • Create project site Project Scope; • Create project site Integrated Project Schedule; • Create Project Budget Baseline; • Document initial risks, issues and decisions in project site; and • Complete Client Survey for Initiation & Planning. 	<ul style="list-style-type: none"> • Project site Project Scope Statement • Project Schedule for project site • Project Budget Reconciliation for project site • Project site Risk, Issues and Decision registers

Engagement	High Level Tasks	Deliverables
		<ul style="list-style-type: none"> • Project site Change Request register • Meeting summaries • Client Survey
Execute	Ellucian will: <ul style="list-style-type: none"> • Conduct weekly Project Status Update meeting; • Manage project tasks; • Manage risks, issues, and decisions; and • Manage Scope. 	<ul style="list-style-type: none"> • Updates to site Project Status • Updates to the site Integrated Project Schedule • Updates to the project site Risk, Issues and Decision registers • Updates to the project site Change Request register • Meeting summaries
Transition & Close	Ellucian will: <ul style="list-style-type: none"> • Conduct Project Transition Planning Meeting; and • Complete Client Survey for Project Completion. 	<ul style="list-style-type: none"> • Project Transition Plan • Meeting summaries • Client Survey

Service Assumptions for Project Management

- The Ellucian Edge Project Management Methodology is delivered via five components: Initiation, Planning, Execution, Transition & Close and Monitor & Control.
- The Monitor & Control phase overlaps the first four phases to provide Project Governance.
- Ellucian and Client will use an Ellucian-provided My Projects web site that is the home page for the project described by this Scope of Services. This site is the only source of project status for Ellucian and Client project staff, project managers, and executive stakeholders. It provides the following information and deliverables.
 - Project status dashboard. The status dashboard presents the status through:
 - Project Status at a glance
 - Project Health
 - Project Progress
 - Milestone Status
 - Upcoming Tasks
 - Upcoming Events
 - Registers for:
 - Change Requests
 - Risks
 - Issues
 - Decisions
 - Project Schedule
 - Project Calendar
 - Project Roster
 - Communications Plan
 - Licensed Products
 - Project Documents
 - Project Management Assignment Plan (PMP)

Client Responsibilities for Project Management

- Provide information to the Ellucian project team per the agreed project schedule that will contribute to project activities and development of project documents as described in this Scope of Services.
- Provide acceptance approval for project tasks and Change Requests (CR).

- When Ellucian staff complete a task within the project site Task list, which may include preparing information that resides in the site or in separate documents and setting the task status to Completed, the Client will approve the task as having been completed (including all related information and documents) by changing the task's status to Verified.
- Task completion will be determined per agreed sign-off criteria and Client acceptance period for approval.
- Change Requests will be described in Change Request documents and will require signatures by approved Client and Ellucian individuals.
- Attend and participate in project status update meetings and project stakeholder meetings.
- Support and otherwise cooperate with Ellucian throughout all project activities, development of documents, and project outcomes.
- Provide timeline approval of project change requests prior to the start of the project change.

Out of Scope for Project Management

Includes but is not limited to:

- All activities related to Organizational Change Management except for knowledge sharing services described in this Scope of Work; and
- Meeting summaries for any meetings that Ellucian does not lead or organize.

CANCELLATION OF SCHEDULED PROFESSIONAL SERVICES. The parties agree that once Client and Ellucian have scheduled a specific time during which Ellucian will provide Professional Services, Ellucian will be obligated to perform and Client will be obligated to obtain and pay Ellucian for such scheduled Professional Services, in accordance with the agreed upon schedule. If Client desires to cancel or postpone scheduled Professional Services, Client must provide Ellucian with notice of such cancellation or postponement (a "Services Cancellation Notice"). For the purposes of this Section, Services Cancellation Notices must be provided by sending an email to: services@ellucian.com. When cancelling scheduled Professional Services, Client will be subject to the following cancellation fees as liquidated damages and not as penalties:

- (a) If Ellucian receives the Services Cancellation Notice more than thirty (30) calendar days prior to the date on which Professional Services are scheduled to commence, Client will not be assessed a services cancellation fee;
- (b) If Ellucian receives the Services Cancellation Notice less than thirty-one (31) calendar days, but more than fourteen (14) calendar days, prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to fifty percent (50%) of the total anticipated fee for the scheduled Professional Services; and
- (c) If Ellucian receives the Services Cancellation Notice less than fifteen (15) calendar days prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to one hundred percent (100%) of the total anticipated fee for the scheduled Professional Services.

In addition to cancellation fees due under this Section, Client will be assessed the full amount of any airline- or hotel-imposed cancellation charges associated with previously purchased non-refundable fares or reservations (as applicable) incurred by Ellucian as a result of the cancellation.

EXHIBIT 5

Applicable Terms and Conditions/Product Specifications:

Ellucian Cloud Software Standards

Ellucian Cloud Service Level Agreement

Ellucian Data Protection Amendment

Maintenance Standards

- Advantage Plus Maintenance Level (as to Continuing Perpetual Software)
- Subscription Advantage Plus Maintenance Level (as to Cloud Software)

Degree Works Specifications (including Degree Works Operating Environment Requirements)

Experience Specifications

Intelligent Learning Platform Specifications

On-Demand Training Specifications

Ellucian CRM Advance Specifications

- Microsoft Software Supplement Cloud
- Ellucian CRM User Roles



Ellucian Cloud
Software Standards.p



Ellucian Cloud
Service Level Agreeem



Ellucian Data
Protection Agreeemer



Advantage PLus
Level Maintenance St



Subscription
Advantage Maintena



Degree Works
Specification Sheet.p



Degree Works
Operating Environme



Experience
Specification Sheet.p



Intelligent Learning
Platform Specificatio



On-Demand
Training Specification



Ellucian CRM
Advance Specificatio



Microsoft Software
Supplement Cloud.p



Ellucian CRM User
Roles.pdf



Ellucian Cloud Software Standards

Overview

These Ellucian Cloud Software Standards (“Cloud Standards”) set forth the Ellucian Cloud Software ordered by Client as defined by the Order Form.

Ellucian Cloud Software is provided pursuant to the Documentation applicable to the services and the Order Form. Ellucian’s delivery of the Cloud Software is conditioned on Client’s and its users’ compliance with the Client’s obligations and responsibilities outlined in the documents and standards. Ellucian may change these Cloud Standards and referenced documents at its discretion, provided the changes will not result in a material reduction in the performance, functionality, security or availability of the Cloud Software during the term of the Order Form.

Cloud Software is deployed at data centers or third party infrastructure service providers retained by Ellucian, with the exception of certain Cloud Software that are deployed at Client’s data center or a third party data center retained by Client. Certain Cloud Software require Ellucian to deliver hardware components, including gateway equipment, to Client that enable Ellucian to provide these services. Client must provide space, power and cooling to deploy the Ellucian equipment, and ensure adequate network connectivity for Ellucian to support the services.

The Cloud Standards are comprised of two sections below. Section A applies to all Cloud Software, whether Software as a Service (“SaaS”) or applications hosted in the Ellucian Cloud (“Managed Cloud”). Section B contains additional terms that only apply to Managed Cloud applications.

SECTION A: TERMS THAT APPLY TO ALL CLOUD SOFTWARE

- 1. Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in the Order Form. Capitalized terms that are not otherwise defined in these Cloud Standards will have the meaning given to them in the Order Form and the underlying agreement, as applicable. Other capitalized terms may be defined below.

“Client Data” means all electronic data or information submitted by Client to the Cloud Software.

“Cloud Software” means the Software or Component System identified in the Order Form as SaaS or Managed Cloud.

“Defect” means a material deviation between the Cloud Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

“Documentation” means the on-line and hard copy specifications that Ellucian provides for the Cloud Software and that describe the support, functional and technical capabilities of the Cloud Software.

United States option: *“Full Time Equivalent” or “FTE”* is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System (“IPEDS”) client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

Canada option: “Full Time Equivalent” or “FTE” is determined based on the client-reported Fall Total Full-time and Part-time Student headcounts for Undergraduate and Graduate enrollments to derive a single value.

“Maintenance” means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Cloud Software (collectively, the “Maintenance Standards”) are specified in the Order Form.

“New Releases” means new editions (i.e., major and minor releases) of the Cloud Software.

“Software Supplement” means additional terms and conditions applying to particular Cloud Software, as specified in the Documentation.

“Software Support Services” means, collectively, Maintenance and New Releases.

“Third Party Component Providers” means third parties utilized by Ellucian to provide components of the Cloud Software.

2. License to Access and Use Cloud Software. For the Cloud Software identified the Order Form, and only during the Cloud Software term, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client’s internal use only. This license is further subject to the usage parameters identified in each instance in the Order Form.

3. Client Responsibilities and Prohibitions.

- Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
- Client will be responsible for its users’ compliance with this Order Form.
- Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
- Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
- Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent, or lease the Cloud Software.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of the Order Form, the terms of the Software Supplement will control.
4. **Service Level Agreement.** Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") specified in the Cloud Software Documentation.
 5. **Software Support Services.** During the Cloud Software term, as part of the subscription fees set forth in the Order Form, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.
 6. **Backups.** Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download monthly. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.
 7. **Disaster Recovery.** Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. Note: Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined herein.
 8. **Personal Data.** To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the [Data Protection Agreement](#).
 9. **Third Party Components.** Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or

sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

10. Fee Adjustments.

10.1 FTE – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the “Contracted FTE” number where specified in the Order Form. Ellucian reserves the right to perform an annual review of Client's then-current FTE. If Client's actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian's then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client's Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client's actual FTE decreases below the Contracted FTE at any time during the Software term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client's then-current FTE.

10.2 3rd Party Escalators – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

10.3 Extraordinary Resource Requirements – Cloud Software is provisioned to maintain reasonable application performance levels under normal usage. Application performance may be impacted if Client does not disclose relevant information during the discovery process or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client's failure to provide proper discovery or Client's failure to implement recommended practices. Additional resources will not be provided under this Amendment to remedy such application performance issues without the execution of a subsequent amendment by duly authorized representatives of each party and the payment by Client of the applicable associated fees.

11. Suspension of Cloud Software. If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.

12. Delivery. Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with the

Order Form (the date on which Client is provided with this access is the “Delivery Date” for the purposes of the Cloud Software). In providing the Cloud Software under the Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

- 13. Post Termination Actions.** Upon termination or expiration of the Cloud Software term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian’s possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian’s then-current data security, retention, and disposal policies.
- 14. Use of Client Data.** Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian’s obligations under the Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian’s internal business purposes, including development, analysis and corrective purposes in connection with the Cloud Software, and for otherwise improving and enhancing the Cloud Software or Ellucian’s business; and (c) to use or otherwise process Aggregated Data for Ellucian’s business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. “Aggregated Data” means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.
- 15. Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions and the associated Maintenance Standards). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in the Limitation of Liability, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian’s sole obligation for breach of this limited warranty is contained in this Section. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.
- 16. LIMITATION OF LIABILITY FOR CLOUD SOFTWARE.** ELLUCIAN’S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS LIMITATION OF LIABILITY WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.

SECTION B: ADDITIONAL TERMS APPLICABLE TO MANAGED CLOUD

1. **Standard External Interfaces for Integrations.** Installation and operation of supported applications may require installation of third-party applications, which may require connectivity to environments external to Ellucian or Client networks. Only the following defined integration paths, integrations and interfaces will be installed and supported under the Order Form: (i) those defined baseline integration paths, integrations and interfaces listed below (the “Baseline Integrations”); and (ii) any additional integrations and interfaces specifically listed in the Order Form.

As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:

- a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:
 - i. *Public Internet Access* – Used for applications such as Portal and Self-Service.
 - ii. *Site-to-Site VPN* – A pair of VPN routers is configured, monitored, and maintained by Ellucian to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers. The Site-to-Site VPN will be configured with industry standard encryption protocols.
- b. Support administrative connectivity to the Cloud Environment from defined IP addresses or IP network subnets with the following protocols as appropriate: HTTP (for non-sensitive/non-protected data only); HTTPS; FTPS; SSH.
- c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.
- d. Maintain Internet firewalls to protect the applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.

As it relates to any external interfaces/defined third party integration services as described herein, Client will:

- a. Submit any new interface or connectivity requirement requests to Ellucian in writing at least fourteen (14) days in advance.
- b. Provide Ellucian with a point-of-contact for communication of activities, planning and requests/requirements.

2. Delivery Environment.

- 2.1 Ellucian will deliver the Managed Cloud services from a cloud environment satisfying the requirements of the applications hosted under the Order Form.
- 2.2 Ellucian will be responsible for its own costs related to Ellucian’s use of the cloud environment.
- 2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the cloud environment:
 - a. Backup
 - b. Disaster Recovery
 - c. Internet connectivity
 - d. Load balancing
 - e. Monitoring

- f. Operating Systems
- g. Security Scanning

3. Managed Cloud Services Functional Requirements.

- 3.1 Ellucian will host all production and non-production environments identified in the Order Form and all associated applications.
- 3.2 Ellucian will provide Client storage for all applications and associated databases.
- 3.3 Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the applications.
- 3.4 Ellucian uses a global delivery model in performing the Managed Cloud services, meaning that Ellucian personnel worldwide may be involved in delivery.

4. Transition Services. Ellucian will establish a team (the “Transition Team”) to be led by a Transition Manager. The Transition Team will plan, direct and coordinate the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or third parties to Ellucian for the delivery of the applications. The timeframe for any transition services will be based on the project scope/requirements and will be finalized and agreed upon by the parties during or promptly following the initial meeting between Ellucian and Client.

The Transition Manager will be Ellucian’s primary Cloud point of contact during performance of the transition services as described herein. The Transition Manager will be responsible for:

- a. Managing transition deliverables, including the charter, schedule, and Client Care/portal site.
- b. Overseeing communications and delivering according to a plan jointly developed and agreed upon by the parties.
- c. Confirming all resources involved in the transition services have a common understanding of the needs of both businesses as well as the project deliverables.
- d. Managing scope and delivery timetables to be consistent and complementary with the objectives of the transition services.
- e. Monitoring progress and reporting the status of the transition services to all stakeholders.

5. Ellucian Communications with Client. During the Cloud Software term, Ellucian will regularly communicate with Client regarding product adoption, upgrades and other projects pertaining to the cloud environment, change management, and problem resolution. In addition, Ellucian will identify a primary point of contact who will act as the point of escalation for any Managed Cloud services-related activities.

6. Operating System Administration Services. Ellucian will provide Operating System (“OS”) Administration for the OS environments in the cloud environment. In this regard, Ellucian will be responsible for:

- a. Installations and configurations of the OS environments for application environments.
- b. Maintaining access to and control of special user accounts used for OS administration (i.e. “ROOT” or “Administrator”).
- c. Installation of patches and updates from the applicable vendor(s) for OS environments.
- d. Troubleshooting and resolving OS incidents.

7. Database and Application Administration Services. Ellucian will provide Database Administration (“DBA”) services and application administration services for the databases, application homes and application environments as defined in the Order Form.

7.1 Ellucian will:

- a. Install, configure, and update applications as defined in Schedule A, and database environments for vendor-specific systems.
- b. Configure, as defined in the Order Form, baseline application Home environments for vendor-specific systems.
- c. Perform database system level security administration for the database environments.
- d. Perform database and application home clones, system refreshes or replications, for the cloud environment as agreed by the parties up to two (2) requests per month.
- e. Exercise exclusive access and control of DBA privileged or super-user level passwords, to include those application accounts requiring such access, to databases, database instances and applications.
- f. Provide troubleshooting and diagnostic support for the databases, database instances and database homes.
- g. Provide troubleshooting and diagnostic support for the applications, application configurations and application homes.
- h. Provide reasonable assistance with application maintenance issues requiring database and application administration knowledge and experience for designated applications.
- i. Perform tuning and adjusting of database and database instance, and application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on Ellucian's standard practices for designated applications.
- j. Communicate with third party vendors or other Ellucian business units to resolve escalated issues as they arise for designated applications.

7.2 Client will:

- a. Appoint or provide a user liaison to coordinate and perform the application security administration functions and duties as requested by the Client for the applications.
- b. Appoint or provide user liaison(s) to coordinate and perform the application configuration administration functions and duties as requested by the Client for the applications.
- c. Appoint or provide a single named user liaison to coordinate ERP activities of patches and upgrades for the applications.
- d. Provide for programmers, analysts and user liaisons to research or review custom code, data level problems or data integrity issues for the applications, and to develop and/or correct Client-developed customizations to applications.
- e. Maintain active software support contracts with Ellucian and third party vendors for all applications such that the appropriate vendor will provide personnel to develop and/or correct code in the applications as needed.
- f. Provide functional, technical programming and user liaisons to provide troubleshooting of application issues and to communicate with the applicable software vendor, including opening support contacts with the applicable software vendor.
- g. Perform the function of the job and job stream management role, if applicable; and be responsible for creating, maintaining, and troubleshooting application jobs and job streams submitted either through the application or in a supported scheduling system.
- h. Provide support for all user functions, management and other applications not defined in this Order Form.
- i. Communicate any applicable database or application software standards and procedures for access to designated systems to participating students, faculty, staff and alumni.
- j. Provide all end-user workstation and mobile device desktop and peripherals support for the applications.

- k. Provide support for all user reporting for applications (including those applications defined in the Order Form), including other ancillary third party systems.
- 8. **Systems Monitoring.** Ellucian will monitor the cloud environment on a 24x7x365 basis.
 - 8.1 Ellucian will monitor the application components and the cloud environment for availability.
 - 8.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the applications.
- 9. **Managing Service Requests.** Ellucian will deploy an Information Technology Service Management ("ITSM") tool capable of providing for service incident management, service request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.
 - 9.1 Ellucian will:
 - a. Deploy a self-service web portal for the reporting of service incidents, service requests and change requests.
 - b. Provide necessary training to Client's IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.
 - c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the applications supported in the Order Form.
 - d. Escalate unresolved service incidents or service requests as designated in Ellucian's incident management process.
 - 9.2 Client will provide Ellucian with current and updated contact information.
- 10. **Conditions to offer Managed Cloud Services.** In order for Ellucian to provide the Managed Cloud services, Client will be responsible for the following:
 - a. Licensing all applications listed in the Order Form to permit the applications (and other necessary components as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on the cloud environment.
 - b. Permitting and scheduling required downtime within reasonable timeframes for the applications and underlying systems for upgrades and maintenance. Client shall not require Ellucian to perform systems maintenance to the production systems while end users, staff, faculty or other users are using such systems. Certain non-production maintenance activities require terminating user access to the applications.
 - c. Consulting with Ellucian for projects to establish requisite lead times, and Ellucian shall not be responsible for delays or failure to meet Client's expectations if adequate lead time is not provided.
 - d. Bearing the cost of all Client-maintained customizations and customized code enhancements required to operate within the cloud environment to the extent not expressly provided through the Order Form.
 - e. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) installing additional software on, (ii) requiring additional software to be installed on, or (iii) modifying applications or any other software or systems installed on or within, the cloud environment.

Ellucian Cloud Service Level Agreement**1. Coverage and Terminology.**

This Service Level Agreement (the “SLA”) applies to the production Cloud Software instance supported under the Order Form.

Availability: “Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an “Achieved Availability” percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available (“Scheduled Uptime”), that the production Cloud Software instance is unavailable for use by Client (“Unscheduled Outage”), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement (“Scheduled Downtime”), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The “Achieved Availability” calculation is expressed as:

$$\text{Achieved Availability} = 1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the production Cloud Software instance as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance.

A monthly Availability report will be made available within ten (10) business days following Client’s written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following tables.

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
>= 99.50%	None
99.00% - 99.49%	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

- * For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 6 ("Service Level Credit Request, Payment Procedures") of this SLA.

4. Maintenance Procedure.

- 4.1 Ellucian will schedule maintenance windows to perform upgrades to new releases of Cloud Software. Clients will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable.
- 4.2 Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability or integrity of the Cloud Software.

5. Conditions.

- 5.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:
- Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
 - Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
 - Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
 - Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
 - False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
 - File transfer, email or webmail delivery and transmission;
 - Circumstances beyond Ellucian's reasonable control;
 - Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
 - Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.
- 5.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured or repeated.

6. Service Level Credit Request, Payment Procedures.

- 6.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.
- 6.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non-production environments.
- 6.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last billing cycle of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last billing cycle of the Cloud Software Term or refunded, as the case may be.

Ellucian Data Protection Agreement

“Data Protection Law” means all laws and regulations relating to the processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) and any applicable national implementing law as amended from time to time.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

1. Ellucian confirms that for so long as it processes Client Personal Data in performing its obligations under an Order Form, it will:

- (a) maintain appropriate technical and organizational data security measures, including a written information security policy to protect the Client Personal Data consistent with applicable laws and regulations;
- (b) maintain the confidentiality of Client Personal Data in accordance with the Master Terms and the relevant Order Form;
- (c) process the Client Personal Data only in accordance with the Client’s instructions. The parties agree that the relevant Order Form contains instructions from Client to Ellucian to process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorises Ellucian to take such steps in the processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian’s obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organisational data security measures;
- (d) limit access to the Client Personal Data to Ellucian’s employees, agents and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian’s obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian’s relationship with such subcontractors complies with clause (e) below;
- (e) require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data;
- (f) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of the Client Personal Data and protect against unauthorized access to or use of such Client Personal Data that could result in substantial harm or inconvenience to the Client;
- (g) notify Client of a Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and take reasonable steps to mitigate the effects of the Information Security Breach. An “Information Security Breach” is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data;
- (h) make available to Client such information as is strictly necessary for the Client to demonstrate its compliance with applicable data protection law at no cost to Ellucian. Any costs arising in connection with Ellucian’s obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Services. No more than once per calendar year, Client may request and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as

- applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable; and
- (i) not transfer the Client Personal Data from within the European Economic Area ("EEA") to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorization in accordance with applicable data protection law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
2. As applicable, the parties may agree to specify in individual Order Forms the subject-matter and duration of processing of Client Personal Data, the nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of the Client as controller and any specific processing instructions.
3. The parties agree that on the termination or completion of the provision of the relevant Software or services the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively process (except for storage and deletion) such Client Personal Data.

Maintenance Standards – Advantage Plus Level**I. Defined Terms:**

“Notification” means a communication to Ellucian’s Action Line by means of: (i) Ellucian’s Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian’s then-current policies and procedures for submitting such communications.

“Priority One Call” means a Notification that Client believes that a Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Client from performing data processing which is critical to Client’s operations on the day on which the alleged Defect is reported.

“Priority Two Call” means a Notification that Client believes that a Defect has caused a partial failure of Client’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Client’s operations on the day on which the alleged Defect is reported.

“Priority Three Call” means a Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Client’s ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Client’s operations.

“Priority Four Call” means a Notification that Client believes that a Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian’s “Action Line” Telephone Support Will be Available to Client in Connection with the Provision of Maintenance: Seven (7) days per week, 24 hours per day.

Note: Ellucian’s Action Line uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via Ellucian’s Customer Support Center and e-mail. This system allows Ellucian’s Action Line staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client’s telephone call.

III. Targeted Response Times: With respect to Ellucian’s Maintenance obligations, Ellucian will use diligent, commercially reasonable efforts to respond to Notifications from Client relating to the Baseline Software identified in an Order Form in accordance with the following guidelines:

Priority One Calls – one (1) hours or less.

Priority Two Calls – four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes:

(1) For purposes of these targets, a “response” will mean as an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above.

(2) As a prerequisite to Ellucian’s obligation to respond to Client, Client must follow the policies and procedures of Ellucian’s Action Line (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

IV. Renewal Terms: Maintenance will renew automatically on a year-to-year basis, subject to no more than a seven percent (7%) annual increase, unless Client shall have notified Ellucian in writing of Client’s intent not to renew Maintenance following the Expiration Date specified in an Order Form. In order to be of any force or effect, Client’s notice must be delivered to Ellucian at least ninety (90) days before such Expiration Date.

Maintenance Standards - Subscription Advantage Level

1. Ellucian's Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.
2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Cloud Software instance is not available for remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported.	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

Ellucian Degree Works™ is a comprehensive academic advising, transfer articulation, and degree audit solution that helps students and their advisors successfully negotiate an institution's curriculum requirements.

Offering	Ellucian Degree Works
License Type	Perpetual or Term Software
Deployment	On-Premise or Managed Cloud ¹
Includes	<ul style="list-style-type: none"> Audit Worksheets Student Educational Plans (SEP) Curriculum Planning Assistant (CPA)
Pricing Metrics	Perpetual Licensing – Flat License Fee [†] based on Enrollment Term Licensing – Annual Subscription Fee [†] based on Full Time Equivalent
Maintenance Standards [†]	Please see Advantage Level or Advantage Plus Level
Service Level Agreement	Please see Ellucian Cloud Service Level Agreement (Managed Cloud only)
HW / SW Dependencies	Please see Degree Works Operating Environment Requirements
SW Supplements	N/A
Available Services	Please work with your Account Executive for appropriate professional services.
Cloud Standards	Please see Cloud Standards (Managed Cloud only)
Common Add-On Offerings (Separate purchase required)	<ul style="list-style-type: none"> Ellucian Degree Works Transfer Equivalency
Notes	¹ Ellucian currently utilizes Amazon Web Services (“AWS”) for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal .

Degree Works™ Operational Environment

- Ellucian supports Degree Works™ operating in a particular hardware environment, with certain third-party software applications as noted below. Operating in a different hardware environment or substituting software applications for those on this list may result in errors and is not supported by Ellucian.
- Client must obtain licenses to these products from the applicable third-party owner and/or from the owner's authorized vendors.
- This list is subject to change without notice and will be updated from time to time as new releases of the product are introduced. Moving to a new release constitutes acceptance of the new Operational Environment terms.

Hardware

- Intel-based x86 Linux server running either
 - Red Hat Enterprise Linux 6.x or 7.x (64-bit) or
 - Oracle Linux Server 6.x or 7.x (64-bit)

Software

- GCC 4.x (GNU Compiler Collection) with sharutils and ncurses-devel package;
- Oracle 12c Release 1, Oracle 12c Release 2 or Oracle 19c database license
 - Must include the Pro*C pre-compiler;
- Java 1.8 with JDK 1.8.0_172+
 - Must include the ojdbc8.jar driver;
- RabbitMQ;
- UUENCODE and UUDECODE;
- Perl 5.8+;
- OpenSSL 1.0.1 (Linux 6.x only) or 1.0.2;
- Apache Tomcat 9.0.22;
- Apache FOP 1.1;
- If Client uses the Colleague UniData environment, DataOrchestrator is required.

Ellucian Experience is a SaaS solution designed to meet the rising expectations of higher education institutions. Offering a superior user experience, Ellucian Experience prioritizes interactions by providing timely information within a personalized dashboard. This single interface allows users to quickly access information and applications from across campus using the institution's single sign-on provider. Leveraging Ellucian Ethos for integration, Ellucian Experience seamlessly unifies Ellucian products, partner applications, and customer data.

Offering	Ellucian Experience			
License Type	Cloud Software			
Deployment	SaaS ¹			
Includes		Foundation ²	Pro	Premium
	Dashboard and Setup Application	√	√	√
	Single Sign-On	√	√	√
	Admin User Management	√	√	√
	Custom Theming	√	√	√
	Card Templates	√	√	√
	Announcements & Notifications	√	√	√
	Experience Toolkit (Software Development Kit)		√	√
	Calendar Integration			√
	Tailored Dashboard Content			√
	Integrated Mobile Application			√
	Content Management System Integration			√
	Integration with Ellucian Solutions <i>Ellucian Banner, Ellucian Colleague, Ellucian Intelligent Learning Platform, Ellucian Degree Works, Ellucian CRM Advise, Ellucian Workflow</i>			√
	Integration Runs on Ethos	√	√	√
	Two (2) Ellucian Experience Environments [one (1) production and one (1) non-production]	√	√	√
Pricing Metrics	Annual Subscription Fee [†] based on Full Time Equivalent			
Maintenance Standards	Please see Subscription Advantage Level			
Service Level Agreement	99.5% Availability Please see Ellucian Cloud Service Level Agreement			
HW / SW Dependencies	N/A			
SW Supplements	N/A			
Available Services	Please work with your Account Executive for appropriate professional services.			
Cloud Standards	Please see Cloud Standards			
Common Add-On Offerings (Separate purchase required)		Foundation	Pro	Premium
	Additional Non-Production Ellucian Experience Environment	√	√	√
Transition Scenario [†]	If Client owns a license to Ellucian Mobile, Ellucian Portal, or Luminis Basic on-premise software (the "Prior Software"), and only if identified in an Order Form, Client's obligation to pay Maintenance fees for the Prior Software will end effective the first day of the month following the Execution Date specified in an Order Form under which a license to use Ellucian Experience is granted (the "Experience Order Form"). Client will have a continuing license to use the Prior Software, in accordance with the terms and conditions contained in Client's underlying agreement (the "Agreement"), but Ellucian will continue to provide maintenance support upon such Prior Software for a period of only nine (9) months (the "Transition Period") from the Beginning Date specified in the Experience Order Form. Client acknowledges and agrees that Ellucian's obligations to provide Maintenance (sometimes referred to elsewhere as Software Support Services and/or Improvements) during the Transition Period will be limited to telephone support, regulatory releases and defect corrections only. Specifically, Client will not be entitled to use any new product enhancements that may become available during the Transition Period (including, without limitation, provision of updates, telephone support, and error corrections) for the Prior Software, as provided-for under the Agreement. Credits for any prepaid Maintenance fees or payments for the Prior Software that are applicable to any period of time from and after the Beginning Date specified in the Experience Order Form, if any, shall be credited only against the subscription fees payable under such Experience Order Form.			
Notes	¹ Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal . ² Ellucian Experience Foundation is available to Ellucian customers at no charge. Ellucian Experience is accessed from the Ellucian Customer Center under the "Solutions" tab and customers are required to set up Ethos Integration prior to implementing Experience.			

[†] As specified/described in an Order Form

Ellucian's Intelligent Learning Platform enables the flow of data between a Learning Management System (LMS) and other campus applications such as Ellucian Banner, Ellucian Colleague, Ellucian Experience, and Ellucian Mobile. The solution includes several web services, APIs, plugins and administrative components that enable LMS-related data to flow automatically between applications.

Offering	Ellucian Intelligent Learning Platform ("ILP")¹
License Type	Cloud Software
Deployment	SaaS ²
Includes	<ul style="list-style-type: none"> • System Administration [for provisioning & grade exchange] • Supports Ellucian Mobile, Ellucian Experience, and Ellucian Portal Integration • Integration Runs on Ethos • Two (2) Ellucian Intelligent Learning Platform Environments [one (1) production and one (1) non-production]
Pricing Metrics	Annual Subscription Fee [†] based on Full Time Equivalent
Maintenance Standards	Please see Subscription Advantage Level
Service Level Agreement	99.5% Availability Please see Ellucian Cloud Service Level Agreement
HW / SW Dependencies	N/A
SW Supplements	N/A
Available Services	Please work with your Account Executive for appropriate professional services. ³
Cloud Standards	Please see Cloud Standards
Common Add-On Offerings (Separate purchase required)	<ul style="list-style-type: none"> • Additional Non-Production Ellucian Intelligent Learning Platform Environment
Transition Scenario [†]	If Client owns a license to Banner Integration for eLearning, and only if identified in an Order Form, Client's obligation to pay Maintenance fees for the Banner Integration for eLearning on-premise software will end effective the first day of the month following the Execution Date specified in an Order Form under which a license to use Ellucian Intelligent Learning Platform is granted (the "ILP Order Form"). Client will have a continuing license to use the Banner Integration for eLearning on-premise software, in accordance with the terms and conditions contained in Client's underlying agreement (the "Agreement"), but Ellucian will continue to provide maintenance support upon such Banner Integration for eLearning on-premise software for a period of only six (6) months (the "Transition Period") from the Beginning Date specified in an ILP Order Form. Client acknowledges and agrees that Ellucian's obligations to provide Maintenance (sometimes referred to elsewhere as Software Support Services and/or Improvements) during the Transition Period will be limited to telephone support, regulatory releases and defect corrections only. Specifically, Client will not be entitled to use any new product enhancements that may become available during the Transition Period (including, without limitation, provision of updates, telephone support, and error corrections) for Banner Integration for eLearning on-premise software, as provided-for under the Agreement. Credits for any prepaid Maintenance fees or payments for the Banner Integration for eLearning on-premise software that are applicable to any period of time from and after the Beginning Date specified in an ILP Order Form, if any, shall be credited only against the subscription fees payable under such ILP Order Form.
Notes	<p>¹ Ellucian ILP currently supports integration with the following industry learning management systems (as specified in client's Order Form): Blackboard Learn & Ultra, Blackboard Open LMS, D2L Brightspace, Instructure Canvas, and Moodle. During the Cloud Software Term, Client may change the learning management system that it uses with Ellucian ILP at no additional charge, or Client may connect to additional learning management system(s) for an additional annual fee payable for each added learning management system. Such changes must be documented in a written agreement, signed by both parties.</p> <p>² Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal.</p> <p>³ Ethos Essentials implementation services are required unless Ethos Essentials has already been implemented.</p>

Train your end users on the Ellucian features and functionality they need to succeed. With Ellucian's focused learning modules you can spend less time on employee training and increase user adoption and productivity.

Offering	On-Demand Training ¹		
License Type	Service Subscription		
Deployment	SaaS		
Includes	Essentials		Enterprise
	Foundational e-learning lessons:		
	<ul style="list-style-type: none"> ▪ Ellucian ERP Solutions ▪ Ellucian CRM Solutions ▪ Ellucian Degree Works ▪ Ellucian Ethos ▪ Ellucian Analytics ▪ Ellucian Elevate ▪ Ellucian Experience 	√	√
	Foundational role-based learning plans	√	√
	Ten (10) Named Users	√	
	Twenty-Five (25) Named Users		√
Pricing Metrics	Annual Subscription Fee [†]		
Maintenance Standards	N/A		
Service Level Agreement	N/A		
HW / SW Dependencies	N/A		
SW Supplements	N/A		
Cloud Standards	N/A		
Common Add-On Offerings (Separate purchase required)	Essentials		Enterprise
	Block of Ten (10) Additional Named Users	√	√
	Instructor Led Training	√	√
	Ellucian Training Credits	√	√
Transition Scenario [†]	N/A		
Notes	¹ Client is granted a right to access and use the Ellucian-proprietary self-paced, web-based training programs ("Web-Based Training Programs") that Ellucian makes available during the applicable Software term identified in an Order Form. Within thirty (30) days of the Beginning Date identified in an Order Form, and upon receipt of user account information from Client, Ellucian will make available to Client the most current version of the Web-Based Training Programs for the Baseline version of Ellucian Software. Further, provided that Client pays Ellucian the applicable subscription fees specified in an Order Form, Ellucian will, during the applicable Software term, make available to Client each new version of the Web-Based Training Programs will be made available via the website as soon as reasonably practicable after the same become generally available to Ellucian licensees in each instance. Client will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Software, and Client's right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the underlying agreement. All Web-Based Training Programs are owned by and constitute copyrighted and confidential information of Ellucian. Client is expressly prohibited from placing on or otherwise making any Web-Based Training Programs, in whole or in part, available from any website, including any website maintained, operated, or authorized by Client.		

[†] As specified/described in an Order Form

Build and grow a strong culture of philanthropy at your institution with Ellucian CRM Advance, a cloud-based solution that lets you track and manage donors throughout the lifecycle. By incorporating data-backed insights into your advancement strategies, you can enhance your fundraising efforts to help reach institutional goals while cultivating and maintaining stronger relationships with your constituencies.

Offering	Ellucian CRM Advance																																
License Type	Cloud Software																																
Deployment	SaaS ¹																																
Includes	<table><thead><tr><th></th><th>Ellucian CRM Advance²</th><th>Ellucian CRM Advance Enterprise²</th></tr></thead><tbody><tr><td>Ellucian CRM Database Backup Support (secure access to nightly backup)</td><td></td><td>✓</td></tr><tr><td>Use of Ellucian Ethos: Data Models & APIs [includes Ellucian Resource Library]</td><td>✓</td><td>✓</td></tr><tr><td>Provisioning of an Ellucian CRM Advance data migration instance as staging environment³</td><td>✓</td><td>✓</td></tr><tr><td>Two (2) Ellucian CRM Advance Environments [one (1) production and one (1) non-production]</td><td>✓</td><td>✓</td></tr></tbody></table>				Ellucian CRM Advance ²	Ellucian CRM Advance Enterprise ²	Ellucian CRM Database Backup Support (secure access to nightly backup)		✓	Use of Ellucian Ethos: Data Models & APIs [includes Ellucian Resource Library]	✓	✓	Provisioning of an Ellucian CRM Advance data migration instance as staging environment ³	✓	✓	Two (2) Ellucian CRM Advance Environments [one (1) production and one (1) non-production]	✓	✓															
	Ellucian CRM Advance ²	Ellucian CRM Advance Enterprise ²																															
Ellucian CRM Database Backup Support (secure access to nightly backup)		✓																															
Use of Ellucian Ethos: Data Models & APIs [includes Ellucian Resource Library]	✓	✓																															
Provisioning of an Ellucian CRM Advance data migration instance as staging environment ³	✓	✓																															
Two (2) Ellucian CRM Advance Environments [one (1) production and one (1) non-production]	✓	✓																															
Pricing Metrics	Annual Subscription Fee [†]																																
Maintenance Standards	Please see Subscription Advantage Level																																
Service Level Agreement	99.5% Availability Please see Ellucian Cloud Service Level Agreement																																
HW / SW Dependencies	N/A																																
SW Supplements	Please see Microsoft Cloud Software Supplement																																
Available Services	Please work with your Account Executive for appropriate professional services. ⁴																																
Cloud Standards	Please see Cloud Standards																																
Common Add-On Offerings (Separate purchase required)	<table><thead><tr><th></th><th>Ellucian CRM Advance</th><th>Ellucian CRM Advance Enterprise</th></tr></thead><tbody><tr><td>Ellucian CRM Named Users [minimum one (1) required]⁵</td><td></td><td></td></tr><tr><td> CRM Premium Named User</td><td>✓</td><td>✓</td></tr><tr><td> CRM Standard Named User</td><td>✓</td><td>✓</td></tr><tr><td>Ellucian Analytics</td><td>✓</td><td>✓</td></tr><tr><td>Ellucian Telephony by Five9</td><td>✓</td><td>✓</td></tr><tr><td>Bulk Email for Ellucian CRM Advance (Block of 250,000 Email Sends)^{6,7}</td><td>✓</td><td>✓</td></tr><tr><td>Ellucian CRM Advance Dedicated Database Cluster</td><td></td><td>✓</td></tr><tr><td>Ellucian CRM Database Backup Support (Secure Access to Nightly Backup)</td><td>✓</td><td></td></tr><tr><td>Additional Non-Production Ellucian CRM Advance Environment</td><td>✓</td><td>✓</td></tr></tbody></table>				Ellucian CRM Advance	Ellucian CRM Advance Enterprise	Ellucian CRM Named Users [minimum one (1) required] ⁵			CRM Premium Named User	✓	✓	CRM Standard Named User	✓	✓	Ellucian Analytics	✓	✓	Ellucian Telephony by Five9	✓	✓	Bulk Email for Ellucian CRM Advance (Block of 250,000 Email Sends) ^{6,7}	✓	✓	Ellucian CRM Advance Dedicated Database Cluster		✓	Ellucian CRM Database Backup Support (Secure Access to Nightly Backup)	✓		Additional Non-Production Ellucian CRM Advance Environment	✓	✓
	Ellucian CRM Advance	Ellucian CRM Advance Enterprise																															
Ellucian CRM Named Users [minimum one (1) required] ⁵																																	
CRM Premium Named User	✓	✓																															
CRM Standard Named User	✓	✓																															
Ellucian Analytics	✓	✓																															
Ellucian Telephony by Five9	✓	✓																															
Bulk Email for Ellucian CRM Advance (Block of 250,000 Email Sends) ^{6,7}	✓	✓																															
Ellucian CRM Advance Dedicated Database Cluster		✓																															
Ellucian CRM Database Backup Support (Secure Access to Nightly Backup)	✓																																
Additional Non-Production Ellucian CRM Advance Environment	✓	✓																															
Transition Scenario [†]	<p>If Client acquired an on-premise, perpetual license to one of the following Ellucian Advancement software modules: Advance Web, Banner Advancement, or Colleague Advancement (the particular Ellucian Advancement software module for which Client acquired the license, and, additionally, any other associated software modules that are functionally dependent on such licensed Ellucian Advancement software module, will collectively be referred to as the “Previously-Licensed Advancement Software”), as well as associated Software Support Services, and only if identified in an Order Form, then Client will transition from its use of the Previously-Licensed Advancement Software to the use of the subscription-based Ellucian CRM Advance Cloud Software as further described in this note. Commencing on the Beginning Date of the Ellucian CRM Advance Cloud Software as identified in an Order Form: (i) all Software Support Services associated with the Previously-Licensed Advancement Software will terminate, and will be replaced by “Transition Maintenance Services” (as defined below) for such software; and (ii) fees for Transition Maintenance Services will be due and payable by Client in an amount equal to sixty percent (60%) of the fee that Client was obligated to pay for Software Support Services on the Previously-Licensed Advancement Software immediately preceding the Beginning Date. Client will acquire such Transition Maintenance Services during the period of Client’s transition from the Previously-Licensed Advancement Software to Client’s live, production use of the CRM Advance Cloud Software (the “Transition Period”). In this regard, Client will provide Ellucian with at least thirty (30) days prior written notice of its intent to use the CRM Advance Cloud Software in a live, production environment, signifying the end of the Transition Period. As used herein, “Transition Maintenance Services” are limited to telephone support, regulatory releases and defect corrections only. Specifically, and without limitation, Client will not be entitled to use any new product updates, enhancements or new releases that may become available during the Transition Period for the Previously-Licensed Advancement Software. If Client has prepaid Software Support Services fees for the Previously-Licensed Advancement Software for period(s) from and after the Beginning Date, Client will receive a forty percent (40%) credit against the amount of such prepaid Software Support Services fee, prorated for those periods following the Beginning Date; such credits will be applied toward the subscription fees payable for the Ellucian CRM Advance Cloud Software.</p>																																
Notes	<p>¹ Ellucian currently utilizes Amazon Web Services for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal.</p> <p>² In order to use bulk email marketing within Ellucian CRM Advance, Client must acquire a license from Ellucian or a third-party vendor for the use of a compatible bulk email software product.</p> <p>³ Ellucian CRM Advance includes the provisioning of a CRM Advance data migration instance as a staging environment, accessed by Ellucian personnel only, for a period of fourteen (14) months from the execution of an Order Form.</p> <p>⁴ Ethos Essentials implementation services are required unless Ethos Essentials has already been implemented.</p> <p>⁵ For descriptions of Ellucian CRM Named User types, please refer to Ellucian CRM User Roles.</p> <p>⁶ If Client should exceed the 250,000 bulk email sends during any Contract Year of the Cloud Software Term, Client must purchase additional block(s) of 250,000 of bulk email sends under separate written agreement at Ellucian’s then-current rates. For the avoidance of doubt, if Client does not use all of the bulk email sends contracted for in a given Cloud Contract Year, Client will not be entitled to a reduction of or credit against the Annual Subscription Fee paid for that Cloud Contract Year and the unused bulk email sends will not carry over into subsequent Cloud Contract Year(s).</p> <p>⁷ Client is responsible for its users’ compliance with the messaging policy available at www.sparkpost.com/policies/messaging.</p>																																

MICROSOFT SOFTWARE SUPPLEMENT

These terms apply to any Microsoft products (the “Microsoft Products”) that are made available, displayed, run, accessed or which otherwise interact, directly or indirectly with the applicable Cloud Software. Microsoft Corporation or one of its affiliates (collectively, “Microsoft”) has licensed the software to Ellucian.

By using the Cloud Software (which is connected as described above to Microsoft Products) Client accepts these terms.

1. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Microsoft Products.
2. Client may not reverse engineer, decompile, or disassemble the Microsoft Products, except to the extent that such activity is expressly permitted by applicable law.
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4. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
5. This Order Form only gives Client limited rights to use the Microsoft Products in connection with the Cloud Software. Ellucian and Microsoft reserve all other rights.
6. Client agrees that Ellucian may disclose Client’s information to Microsoft as reasonably necessary to verify compliance with this Order Form.
7. The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client may not use the Microsoft Products in any application or situation where the Microsoft Products’ failure could lead to death or serious bodily injury of any person, or to sever physical or environmental damage (“High Risk Use”). High Risk Use does not include utilization of the Microsoft Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client will be responsible for any third-party claim arising out of Client’s use of the Microsoft Products in connection with any High Risk Use.
8. Microsoft is an intended third party beneficiary of this Order Form with the right to enforce provisions of this Order Form and to verify Client’s compliance.



Ellucian CRM User Roles and Capabilities

Recruit
Advise
Advance

Overview

This document is intended to define the differences between Ellucian CRM Premium Users, Standard Users, and Light Users and to provide insight into the capabilities of each of these user types to facilitate institutional decisions about which type of user licenses are required to meet the institution's needs. Ellucian CRM Users are not specific to the individual Recruit, Advise, or Advance applications. This document may be used to support decision making for any combination of the Ellucian CRM applications that the institution will use.

Premium Users, Standard Users, and Light Users can utilize all applications for which the institution is licensed. For example, if an institution owns Recruit and is licensed for 100 users and then also licenses Advise, those same 100 named users may be added to Advise.

As a rule of thumb: Premium Users have full capabilities within each Ellucian CRM application, can configure the system, and are able to deal with records in bulk. Standard Users have more limited capabilities, cannot configure the system, and generally can deal with records individually or in small numbers. Both Premium and Standard licenses support:

- MS Office and Email Integration
- Access using MS Dynamics CRM Desktop and Mobile applications
- Creation and updates to Activities
- Creation of Advanced Finds and views

Light users are those who need to view and react to the information presented to them either in the console or in a constituent experience site (cx).

Ultimately an understanding of the functional capabilities required is needed to determine the type of user license that would be appropriate for any particular person or role. The tables in the Appendix of this document describe the granular capabilities that are supported for Premium Users, Standard Users, and Light Users for the Ellucian CRM applications. The following sections provide guidelines based upon Ellucian's experience for what type of users are appropriate for each of the three CRM solutions.

Understanding User Licenses

Ellucian CRM Recruit

For a full list of access rights, please review the Appendix to determine specific access rights required for User licenses.

Guidelines for Selecting Premium Users

The Premium User includes the configuration of Dynamics CRM functionality, import functions, full visibility within system and solution, bulk communications, and full access into student prospect recruiting and admissions for the institution.

Examples of functions that this role can support within Recruit include but are not limited to the import of student search names, prospecting, marketing communications including campaign setup and execution, list management, and mass/bulk communications, funnel management, reporting, application management, recruiting territories, setting up workflows and any other function that exists within Recruit. Premium Users can configure reports and dashboards and views for themselves and for others to share.

Examples of roles typically requiring Premium Users include:

- System Administrator
- Recruit Power User
- Admissions Operations Lead
- Communication Specialist (responsible for setting up of communication plans and bulk email)
- Director or Assistant Director of Admissions
- IT Staff

Guidelines for Selecting Standard Users

A majority of Recruit users would leverage a Standard User license. The most common type of Recruit users for whom a Standard User license is suitable is recruiting and admissions staff members.

A Standard User may not manage or send mass communications or email campaigns. A Standard User may not configure workflows or run imports.

Example roles typically requiring Standard Users include:

- Admissions Counselors and Recruiters
- Vice President of Enrollment
- Admissions Liaisons
- Event Coordinator
- Application Processors
- Application Reviewers

Guidelines for Selecting Light Users

Light Users may use the Agent Portal (cx) to manage applications and data on behalf of prospective students. The most common type of Recruit users for whom a Light User is suitable is a 3rd party agent acting on behalf of the institution, staff that reviews applications, and call center staff such as student workers. Light users have limited create/edit access to the CRM Recruit console. They may perform

Application Reviews, add notes to records, view dashboards, view opportunities, and create activities. Light users may not edit or create opportunities, create or run communications plans, perform word merge, create or share configuration within the system.

Examples of roles typically requiring Light Users include:

- Recruiting Agents
- Application Reviewers
- Student-workers

Guidelines CRM Recruit Community Edition users

Recruit Community Edition reduces licensing types and simplifies with Team and Sales named user licenses.

Example roles typically requiring Sales licenses include:

- System Administrator
- Recruit Power User
- Admissions Operations Lead
- Communication Specialist (responsible for setting up of communication plans and bulk email)
- Director or Assistant Director of Admissions
- Admissions Counselors and Recruiters
- IT Staff

Example roles typically requiring Team licenses include:

- Vice President of Enrollment
- Admissions Liaisons
- Event Coordinator
- Application Processors
- Application Reviewers
- Recruiting Agents
- API users

Ellucian CRM Advise

For a full list of access rights, please review the Appendix to determine specific access rights required for User licenses.

Guidelines for Selecting Premium Users

Administrators of the Advise CRM application require Premium User licenses. Examples of roles that are suited for a Premium User license include:

- **System Administrator(s)** who will be responsible for managing CRM and Advise settings, importing data into the CRM or managing integrations with other enterprise applications, maintaining user accounts, managing security roles, and assisting the Student Success Administrator in configuration as needed.
- **Communication Manager(s)** are responsible for setting up the Communication Plans and Communication Lists that will be used by the institution. This person will also manage bulk email communications.
- **Event Manager(s)** responsible for setting up and managing institutional events.
- **IT Staff**

Examples of other administrative functions that may only be performed by Premium Users include, but are not limited to:

- Extending the CRM data model
- Creating and customizing system dashboards, forms, views, reports, and workflows
- Creating and managing institution-specific online documentation and help
- Creating and managing communication templates (Email, Email Service, Message, and Mobile Notification) that are used by system users
- Create Subjects and Routing Rules for Cases

Premium Users have full visibility and access to the Student Success Intervention Strategies configured for the institution.

Guidelines for Selecting Standard Users

Standard Users, like Light Users, will generally need to interact with the data displayed in the system via role-based dashboards. The critical difference between Standard and Light users is that Standard users also create some of the components that can be used by other in the institution, such as Communication Lists or Email Templates. They may also use functionality that requires business process flows and routing to control record processing, such as Case Management. Standard Users can also view reports.

Examples of roles that are suited for a Standard User license include:

- **Advisors and Faculty Advisors** who create Communication Lists
- **Case Managers**
- **Student Success Managers** who are responsible for overseeing advising at their institution.

A Standard User may not manage or use Communication Plans to send mass communications, nor can they send mass communications via a 3rd party integration.

Guidelines for Selecting Light Users

Light Users may need to view data displayed in the system via role-based dashboards in the console (Advisors and Faculty Advisors) or the Advise Faculty Constituent Experience (Faculty Members). Light users with console access may also send direct communications to a student or list of students via email, text messages, or mobile notifications. They can share Notes and Private Notes with other users. They can also use Advanced Find to search for students and student related data they have access to.

Light users with Faculty Constituent Experience access can view students in their section and raise alerts on those students.

- **Advisors, Faculty Advisors, and Counselors** who do not work with Cases or create Communication Lists but will primarily view and interact with student data in the Advise console
- **Faculty Members** who will use the Faculty Constituent Experience site to raise alerts on students in their active sections
- **Faculty Advisors** may need to utilize both the Advise Console and Faculty Constituent Experience.

A Light User may not create Communication Lists or work with Case Management.

Ellucian CRM Advance

For a full list of access rights, please review the Appendix to determine specific access rights required for User licenses.

Guidelines for Selecting Premium Users

Administrators of the Advance CRM application require Premium User licenses. Examples of roles that are suited for a Premium User license include:

- All IT/DB/System Administrators
- Advance Services staff
- Report Writers
- Business Analysts
- Power users that require access to manage, oversee, and administer development programs and operations.

Examples of administrative functions include but are not limited to, managing CRM and advancement settings, managing security roles, creating workflows, dialogs, business rules, dashboards, and reports.

A Premium User license is required to:

- Extend the CRM data model
- Customize forms and views
- Create and manage institution-specific online documentation and help
- Create and manage marketing communications and lists
- Setting and maintaining goals for campaigns, solicitations, and staff
- Import data or manage integration with other applications

Guidelines for Selecting Standard Users

The majority of advancement staff using the Advance CRM solution may only require a Standard User license. A Standard User has full read, write, edit, and delete capabilities based on the role-based access controls that each institution decides to enforce. The most common role where a Standard User is suitable will be by staff that consumes and maintain advancement data.

Examples of roles that are suited for a Standard User license include:

- Executive Management
- Development Officers
- Records Management staff
- Inquiry-only consumers of advancement data.

A Standard User can communicate with persons, organizations, prospects, or other contacts in Advance CRM on an individual basis. For example, a Standard User may email a prospect or group of prospects directly through the Ellucian CRM to schedule a call, visit, etc. A Standard User may manage their personal dashboards and views.

A Standard User may not manage or send mass communications or email campaigns using Dynamics CRM Marketing Campaign functionality or 3rd party email marketing solutions. A Standard User may not configure workflows, dialogs, dashboards, views, or reports. A Standard User may not manage campaigns, solicitation, staff goals but may use goals to evaluate progress towards the goal.

Appendix: Specific Functions Supported by User Type

License Crosswalk:

Ellucian Purchased License	Light	Standard	Premium
CRM License Type (Recruit)	Essential	Basic	Professional
CRM License Type (Advise)	Essential	Basic	Professional
CRM License Type (Advance)	N/A	Basic	Professional

When entering named users into CRM, the administrator must specify license type for each named user.

All Ellucian CRM Applications

Function	Light User	Standard User	Premium User
Managing security roles			✓
Managing CRM Settings			✓
Configuring or Maintaining ERP Integration			✓
Managing data imports			✓
Creating or Configuring Workflows			✓
Creating or configuring Business Process flows			✓
Creating or Configuring System Dashboards			✓
Creating and Configuring Dialogs			✓
Creating Custom Reports			✓
Configuring Forms or System Views			✓
Creating Forms, Entities and Fields			✓
Creating Relationships between Entities			✓
Creating or Configuring Business Units			✓
Creating or Configuring Teams			✓
Managing Auditing Settings			✓
Creating or Configuring Queues			✓
Creating or Configuring Duplicate-Detection Rules			✓
Quick Campaigns			✓
Dynamics API Access	✓	✓	✓
Access using Dynamics CRM Desktop and Mobile Apps	✓	✓	✓
Exporting data to Microsoft Excel	✓	✓	✓
Office and Email Integration	✓	✓	✓
Running Workflows or Dialogs (processes)		✓	✓
Running Business Process flows		✓	✓
Creating Personal Views & Dashboards	✓	✓	✓
Using Dashboards	✓	✓	✓

Using Reports (Custom or prebuilt) and Charts	✓	✓	✓
Utilizing Duplicate Detection		✓	✓
Creating Advanced Finds	✓	✓	✓
Executing and saving Advanced Finds	✓	✓	✓
Defining Advanced Finds output	✓	✓	✓
Creating and using Advanced Find static result sets	✓	✓	✓
Mass updating data using Advanced Find results sets		✓	✓
Exporting data to dynamic spreadsheet for updating with import back into CRM		✓	✓

Ellucian CRM Recruit

Function	Light	Standard	Premium	Team Recruit Community Edition*	Sales
Managing Recruiting Settings			✓		✓
System configuration			✓		✓
Managing Campaigns or Communication Plans			✓		✓
Mass Communication using 3 rd party tools			✓		✓
Events and Travel Management		✓	✓	✓	✓
Individual Communication with Prospects		✓	✓	✓	✓
Recruiting Imports			✓		✓
Suspect Management		✓	✓		✓
Person Management		✓	✓	✓	✓
Opportunity Management		✓	✓		✓
Using Probability and Desirability Ratings	✓	✓	✓	✓	✓
Application Folder Reviews	✓	✓	✓	✓	✓
Decision Management		✓	✓	✓	✓
Managing Supplemental items		✓	✓	✓	✓
Adding Test Scores to individual Prospect Records	✓	✓	✓	✓	✓
Manage Agents and Agencies		✓	✓	✓	✓
Use Agent Portal on Behalf of Prospect	✓	✓	✓	✓	✓

Ellucian CRM Advise

Function	Light User	Standard User	Premium User
Creating or Configuring Engagement Plans			✓
Creating or Configuring Communication Plans			✓
Creating or Configuring Alert Rules and Indicator Rules			✓
Creating or Configuring Scoring Rules and Scoring Plans			✓
Creating or Configuring Risk Conditions used in Alert Rules, Indicator Rules, Scoring Rules, and Scoring Plans			✓
Creating Email Templates for system users		✓	✓
Creating Task Templates for system users		✓	✓
Creating Message Templates for system users		✓	✓
Creating Mobile Notification Templates for system users		✓	✓
Creating Email Service Templates for system user		✓	✓
Creating Email Templates for personal use	✓	✓	✓
Creating Message Templates for personal use	✓	✓	✓
Creating Mobile Notification Templates for personal use	✓	✓	✓
Creating and Managing Events			✓
Creating Extended Access Advisors and Case Managers			✓
Syncing Multiple Students			✓
Creating Subjects and Case Routing Rules			✓
Creating Communication Lists and Engagement Lists		✓	✓
Creating and Managing Cases		✓	✓
Viewing System Reports	✓	✓	✓
Viewing the Advising Calendar for your Institution		✓	✓
Managing assigned activities created by Alerts or Communication Plans	✓	✓	✓
Managing your CRM calendar	✓	✓	✓
Using a System Dashboard	✓	✓	✓
Viewing Communication or Engagement lists	✓	✓	✓

Creating and Managing Office Hours and Locations for your Advising Appointment availability	✓	✓	✓
Creating or Managing Actions (Activities, Phone Calls, and Tasks)	✓	✓	✓
Individual Communication with Students (email, text messages, or mobile notifications)	✓	✓	✓
Syncing an Individual Student's Data	✓	✓	✓
Accessing a Degree Works Audit or Students Educational Plan from Advise	✓	✓	✓
Accessing a Student's Colleague Student Planning Degree Audit from Advise	✓	✓	✓
Creating Manual Alerts via the Faculty Constituent Experience site	✓	✓	✓
Creating or Managing Private or Public Notes	✓	✓	✓
Student Constituent Experience site (Free for students)	No license Requirement		

Ellucian CRM Advance

Function	Standard User	Premium User
Managing Advance settings		✓
Creating or configuring business rules		✓
Creating and publishing articles		✓
Managing Engagement and Marketing Lists for communications		✓
Mass Communication using 3 rd party tools		✓
Creating and maintaining goals		✓
Individual Communication with Prospects	✓	✓
Managing validation lists	✓	✓
Viewing and maintaining membership and dues data	✓	✓
Viewing and maintaining prospect and research data	✓	✓
Viewing and maintaining biographic, demographic and engagement data	✓	✓
Activity management, activity feeds and posts	✓	✓
Viewing and maintaining contributions	✓	✓
Creating or configuring scoring plans	✓	✓



ORDER FORM FOR RENEWAL OF CLOUD SOFTWARE

This Order Form for Renewal of Cloud Software (the "Order Form") is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **UNIVERSITY OF IDAHO** (the "Client"). This Order Form amends the most recent underlying agreement related to the licensing of subscription services ("Cloud Software Agreement") between the parties, as previously amended, and is subject to all terms in the amendments, including, but not limited to that certain License Exchange and Enhancement Order Form of even date herewith (including the Terms and Conditions and Product Specifications contained in Exhibit 5 thereto), and, collectively, the Cloud Software Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. The terms and conditions of the Cloud Software Agreement are incorporated herein by this reference; if any terms of this Order Form conflict with any other terms of the Cloud Software Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. The fees due pursuant to this Order Form are in addition to and not in substitution for fees otherwise due from Client under the Cloud Software Agreement and/or any separate agreement between the parties.

Capitalized terms in this Order Form shall have the same meaning given to such terms within the Cloud Software Agreement unless redefined herein.

"Cloud Contract Year" under this Order Form, means each period of twelve (12) consecutive months beginning on August 1 and ending on June 30 during the Cloud Software Term.

Fee Adjustments for Technology Capacity Increases.

3rd Party Escalators – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software Term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

Extraordinary Resource Requirements – Cloud Software is provisioned to maintain reasonable application performance levels under normal usage. Application performance may be impacted if Client does not disclose relevant information during the discovery process or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client's failure to provide proper discovery or Client's failure to implement recommended practices. Additional resources will not be provided under this Amendment to remedy such application performance issues without the execution of a subsequent amendment by duly authorized representatives of each party and the payment by Client of the applicable associated fees.

Cloud Software Term. The period commencing on the Beginning Date and continuing until the Expiration Date is the "Initial Cloud Software Term." Following the Initial Cloud Software Term, Client's license to access and use the Cloud Software will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a "Renewal Cloud Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, with respect to any Renewal Cloud Contract Year, at least ninety (90) days prior to the expiration of the then-current Renewal Cloud Contract Year. The Initial Cloud Software Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the "Cloud Software Term."

Use of Client Data. Unless prohibited by terms contained in the Cloud Software Order Form signed by both parties on November 20, 2016, or prohibited by that certain License Exchange and Enhancement Order Form of even date herewith, Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use

and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under this Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer. For sake of clarity, nothing in this paragraph shall be deemed to change or override any potentially conflicting terms regarding use of Client Data found in the Cloud Software Order Form signed by both parties on November 20, 2016, or that certain License Exchange and Enhancement Order Form of even date herewith, and the terms in those two named documents shall prevail should there be a conflict.

Third Party Components. Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

For the renewal of the Cloud Software identified below, and only during the Cloud Software Term, Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software on Client's Equipment residing within the United States for Client's internal use only, on the terms and conditions of the Cloud Software Agreement. This license with respect to the renewal of the Cloud Software will begin on the Beginning Date and will continue until the Expiration Date (as those terms are specified below) subject to the terms of the Cloud Software Agreement.

CLOUD SOFTWARE TABLE:

Cloud Software	Beginning Date	Expiration Date	Software Supplement ¹	Annual Subscription Fee
ELLUCIAN CRM ADVANCE ENTERPRISE ^{2,3} <i>Includes:</i> <ul style="list-style-type: none"> Two Ellucian CRM Advance environments (one production and one non-production) Daily Database Backup Support for Ellucian CRM Advance (Reporting Mechanism) 	The first day of the next month following the Execution Date	July 31, 2024	Microsoft Software Supplement	\$109,109
ELLUCIAN CRM NAMED USERS ^{2,3} <ul style="list-style-type: none"> 90 Ellucian CRM Standard Named Users 30 Ellucian CRM Premium Named Users 	The first day of the next month following the Execution Date	July 31, 2024	Microsoft Software Supplement	Included

ELLUCIAN TRAVEL AND EXPENSE MANAGEMENT POWERED BY CHROME RIVER ^{4,5} <i>Includes:</i> <ul style="list-style-type: none"> Unlimited Expense reports per year Unlimited Invoice reports per year Unlimited Folio reports per year 	The first day of the next month following the Execution Date	July 31, 2024	None	\$89,250
TOTAL ANNUAL SUBSCRIPTION FEE FOR THE PERIOD FROM THE BEGINNING DATE THROUGH JULY 31, 2022 (to be prorated):				\$198,359
TOTAL ANNUAL SUBSCRIPTION FEE FOR THE PERIOD AUGUST 1, 2022 THROUGH JULY 31, 2023:				\$206,492
TOTAL ANNUAL SUBSCRIPTION FEE FOR THE PERIOD AUGUST 1, 2023 THROUGH JULY 31, 2024:				\$214,978

Notes:

- ¹ The software supplements identified herein were attached to the Cloud Software Agreement and are incorporated herein by reference.
- ² Ellucian and Client are parties to a Cloud Software Order Form dated November 20, 2016 (the "CRM Advance Order Form") pursuant to which Client obtained a subscription license to the Cloud Software known as Ellucian CRM Advance with related Ellucian CRM Named Users (collectively, "CRM Advance"). Pursuant to this Order Form, the parties desire to realign payment terms with respect to CRM Advance such that Client shall hereafter pay license fees for CRM Advance (including CRM Named Users in the quantities specified herein), as identified in the Cloud Software Table above, on the basis of a Cloud Contract Year from August 1 to July 31 and to extend Client's subscription for CRM Advance for a Cloud Software Term consisting of the period of time from the Beginning Date until the Expiration Date as such dates are identified in the Cloud Software Table above.
- ³ Prior to the Execution Date, Client has paid Ellucian fees for CRM Advance under the CRM Advance Order Form on the basis of a Cloud Contract Year from December 1 to November 30. Client's obligation to pay Ellucian annual subscription fees and Client's access to CRM Advance under the CRM Advance Order Form are terminated as of the Beginning Date identified herein. In the event that Client prepaid Subscription Fees for CRM Advance under the CRM Advance Order Form for any period beyond the Beginning Date identified herein, Ellucian will credit such prepaid fees against the fees payable under this Order Form. The terms of the CRM Advance Order Form shall remain in full force and effect except that Client shall, effective as of the Beginning Date identified in the Cloud Software Table above and conditioned upon payment of the fees provided herein, be entitled to use and access CRM Advance during a Cloud Software Term ending on the Expiration Date identified in the Cloud Software Table above.
- ⁴ Ellucian and Client are parties to an Order Form for Additional Cloud Software dated August 14, 2018 (the "TEM Order Form") pursuant to which Client obtained a subscription license to the Cloud Software known as Ellucian Travel and Expense Management Powered by Chrome River ("TEM") which allows up to 27,500 travel and expense reports per Cloud Contract Year (as defined in the TEM Order Form). Pursuant to this Order Form, the parties desire to: (1) upgrade Client's subscription license for TEM to a license that allows for unlimited reports per Cloud Contract Year; (2) upgrade Client's subscription license for TEM to include unlimited Invoice reports and unlimited Folio reports per Cloud Contract Year; (3) realign payment terms with respect to TEM such that Client shall hereafter pay license fees for TEM on the basis of a Cloud Contract Year from August 1 to July 31; and (4) extend Client's subscription for TEM for a Cloud Software Term consisting of the period of time from the Beginning Date until the Expiration Date as such dates are identified in the Cloud Software Table above. The terms of the TEM Order Form shall remain in full force and effect except that Client shall, effective as of the Beginning Date identified in the Cloud Software Table above and conditioned upon payment of the fees provided herein, be entitled to unlimited Travel and Expense reports, unlimited Invoice reports, and unlimited Folio reports during a Cloud Software Term ending on the Expiration Date identified in the Cloud Software Table above.
- ⁵ Prior to the Execution Date, Client has paid Ellucian fees for a volume-based subscription for TEM under the TEM Order Form. Client's obligation to pay Ellucian annual subscription fees and Client's access to TEM under the TEM Order Form are terminated as of the Beginning Date identified herein. In the event that Client prepaid Subscription Fees for TEM under the TEM Order Form for any period beyond the Beginning Date identified herein, Ellucian will credit such prepaid fees against the fees payable under this Order Form.

Payment Terms - Annual Subscription Fee: For the renewal of Cloud Software licensed pursuant to this Order Form, subscription fees for each Cloud Contract Year will be specified by Ellucian in an annual invoice issued in advance of each such Cloud Contract Year (except that the invoice for the initial Cloud Contract Year will be issued on or after the Execution Date of this Order Form). Client's payments will be due and payable within thirty (30) days from the date of invoice(s). The "Total Annual Subscription Fee" represents the additional fees payable for each full Cloud Contract Year during the Initial Cloud Software Term and will not increase except as set forth herein or in the Cloud Software Agreement. Payment of the annual subscription fees specified herein is in addition to any subscription fees due under the Cloud Software Agreement or any other software or subscription agreement(s) between the parties

Annual Subscription Fee Increases. The Total Annual Subscription Fee represents the subscription fee for each Cloud Contract Year during the Initial Cloud Software Term and will not increase during the Initial Cloud Software Term except as expressly set forth herein. For any Renewal Cloud Contract Year following the Initial Cloud Software Term, annual subscription fees will not increase by more than seven percent (7%) over the annual subscription fee payable for Cloud Software for the immediately preceding Cloud Contract Year.

Ellucian**Client****By:***Authorized Signature***By:***Authorized Signature***Name:***Printed***Name:***Printed***Title:****Title:****Date:****Date:**

The last date of signature above is the "Execution Date" of this Order Form.

EXHIBIT A**MAINTENANCE STANDARDS (SUBSCRIPTION ADVANTAGE LEVEL)**

1. Ellucian's Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, Production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.
2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents, and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Subscription Services instance is not available for remote access by Client	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Subscription Services or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Subscription Services, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

Malvern Contract Distribution ATTACHMENT 3

Name: Idaho, University of

Date Distributed: 7-12

Contract Number: 1248

☒ **Banner and Plus Contracts, including Third Party Attachments**

Blumenthal, Richard	Malvern
Breslin, Tom	Malvern
Clark, Barb Yes <u>(No)</u>	Rochester L/F and Maintenance contracts only.
Hess, Ann	Malvern
Sabbi, Anna	Malvern
Sheridan, Susan	Malvern
Manager: <u>Jeff Pomponi</u>	<u>Irvine</u>

☐ **Public Sector Contracts**

☐ **SCT Utilities Contracts**

Blumenthal, Richard	Malvern
Hess, Ann	Malvern
Sabbi, Anna	Malvern
Sheridan, Susan	Malvern

☐ **Value Added Relationship Agreements**

Blumenthal, Richard	Malvern
Hess, Ann	Malvern
Sabbi, Anna	Malvern
Sheridan, Susan	Malvern

☒ **3rd Party Agreements run through A/P (Minority & Woman Owned, etc...)**

Allen, Liz	Malvern
Blumenthal, Richard	Malvern
Breslin, Tom	Malvern
Hess, Ann	Malvern
Sabbi, Anna	Malvern
Manager: _____	_____

☐ **EDI Contracts**

Hess, Ann	Malvern
Sabbi, Anna	Malvern
Manager: _____	_____

☐ **Microcomputer Contracts**

Czesak, Paul	Malvern
Sabbi, Anna	Malvern

☒ **Allison, please establish the following project(s) in the G/L.**

Manager	Project(s)			Model #	Maintenance			Model #	Division
<u>Pomponi</u>	<u>1248</u>	<u>20</u>	<u>0</u>	<u>20</u>	<u>1248</u>	<u>21</u>	<u>0</u>	<u>24</u>	<u>02-21-12</u>
↓		<u>30</u>	<u>0</u>	<u>30</u>		<u>31</u>	<u>0</u>		
↓		<u>40</u>	<u>0</u>	<u>40</u>		<u>41</u>	<u>0</u>		
↓		<u>60</u>	<u>0</u>	<u>60</u>		<u>61</u>	<u>0</u>		
↓		<u>70</u>	<u>0</u>	<u>70</u>		<u>71</u>	<u>0</u>		
↓									
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☒ **Original Contract to Bill Hoy**

LEGAL SIGN-OFF FOR EXECUTED AGREEMENT

University of Idaho
LICENSEE

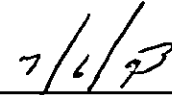
BANNER SLSA & Technical Currency Agreement
for Student, Financial Aid, Human Resources, Finance
and Alumni

This is to confirm that I have reviewed the attached agreement for consistency as sent to the client, and that the document is properly executed.

LEGAL SIGN-OFF: _____



DATE: _____



Project #

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION
AND
UNIVERSITY OF IDAHO

This Agreement is entered into by and between SCT Software & Resource Management Corporation, a Delaware corporation ("SCT"), and the University of Idaho ("Licensee") as of the Effective Date.

The parties to this Agreement agree as follows:

1. Certain Definitions.

- (a) "Equipment" means one (1) SEQUENT S 2000/750 using the DYNIX/PTX operating system, at the Location.
- (b) "Intellectual Property Rights" means all patents, patent rights, copyrights, copyright registrations, trade secrets, trademarks, service marks, trademark and service mark registrations, goodwill pertaining to trademarks and service marks, and confidential information.
- (c) "Location" means Licensee's administrative computing facility located in the State of Idaho.
- (d) "Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment, but not generally readable by humans without reverse assembly, reverse compiling, reverse conversion, or reverse engineering.
- (e) "Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation. Source Code is readable by humans and may be translated into Object Code for execution on computer equipment through the process of compiling or assembling or may be executed through the process of interpretation at the time of execution.
- (f) "SCT Software" means the Source Code and Object Code for the computer programs and computer coded instructions for the following SCT-proprietary Major Systems: BANNER Student System, BANNER Financial Aid System, BANNER Finance System (including without limitation the BANNER Finance System Investment Management Module), BANNER Human Resources System, and BANNER Alumni System, including all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Licensee by SCT.
- (g) "Major System" means any one of the systems of the SCT Software.
- (h) "Database Software" means the SCT then-supported version of the Object Code for the following computer programs developed by Oracle Corporation (the "Database Licensor"): RDBMS (including ORACLE*Loader and ORACLE*Report), ORACLE*Forms, SQL*Plus, PRO*COBOL, PRO*C and the transaction processing option database software, including all related specifications, documentation, technical information and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to Licensee by SCT or the Database Licensor.
- (i) "INAS Software" means the SCT then-supported version of the Institutional Need Analysis System developed by the College Entrance Examination Board.
- (j) "Documentation" means: (i) SCT's then-current, machine generated and hard copy documentation for the SCT Software; and (ii) to the extent that the same is applicable to each of the Major Systems of the SCT Software, Section 3.0 of that certain document entitled A Response to the University of Idaho: Request for Proposal (No. 93-08) For An Administrative Computing Software Package dated June 3, 1993 ("Proposal Section"). In the event that any provision of the Proposal Section conflicts with any other provision of the Documentation, such other provision of the Documentation shall conclusively be deemed superseding and controlling. Notwithstanding the foregoing, however, and without limitation thereon, in no event shall SCT reduce the functionality of the Licensed Software, as such functionality existed as of the Effective Date, by changing the Documentation therefor for the sole and exclusive purpose of reducing such SCT Software functionality.
- (k) "Effective Date" means the date identified as such on the signature page of this Agreement.

2. Ownership. SCT owns the SCT Software, all copies of the SCT Software, and all Intellectual Property Rights for and in the SCT Software.

3. License. In consideration of Licensee's full payment of the fees set forth in Section 6 below, SCT hereby grants to Licensee a perpetual, non-exclusive, non-transferable license to use the SCT Software subject to the terms and conditions contained in this Agreement. Any rights not expressly granted in this Agreement are expressly prohibited.

(a) Source Code. Licensee shall have the non-exclusive right to copy and use, subject to the provisions of this Agreement, including without limitation Section 3(d) below, the Source Code for the SCT Software on the Equipment at the Location to compile, modify, improve and enhance the SCT Software for Licensee's own in-house computing operations.

(b) Object Code. Licensee shall have the non-exclusive right to copy and use, subject to the provisions of this Agreement, the SCT Software in Object Code form on the Equipment at the Location for Licensee's in-house computing operations. Licensee may also use the SCT Software in Object Code form temporarily on a configuration comparable to the Equipment, either at the Location or at a site other than the Location, upon prompt written notice to SCT, for disaster recovery of Licensee's computer operations if the Equipment is inoperative. Notwithstanding the foregoing, however, and without limitation thereon, Licensee shall have the right to use the SCT Software by remote access from Licensee campuses in the State of Idaho at addresses other than the Location.

(c) Restrictions on Use of the SCT Software. Unless SCT gives its prior written consent, Licensee may not assign, license, or otherwise transfer, voluntarily, by operation of law or otherwise, its right to use the SCT Software. Licensee may not make the SCT Software available in any commercial time-sharing, commercial networking, or rental arrangements. Both before and after termination of this Agreement for any reason, Licensee will not permit (i) any person or entity, other than Licensee's employees with a need to know, directly or indirectly to use, have access to or use of all or any part of the SCT Software, or (ii) all or part of the SCT Software to be exported outside the United States of America, in any manner or by any means, without in each instance first obtaining SCT's prior written consent and, if required, a validated license from the Office of Export Administration within the United States Department of Commerce and other appropriate governmental authorities of the United States.

(d) Restrictions on Use of Source Code. Licensee will not disclose all or any part of the Source Code to any person except its employees as reasonably necessary to permit such employees to use the Source Code for the purposes explicitly permitted in this Agreement. Licensee may permit its employees to have access to the Source Code only on a need-to-know basis and only if prior to granting such access, each such employee has executed a non-disclosure agreement providing reasonable protection of SCT's trade secrets and other proprietary interests contained in the Source Code, and has been informed in writing of the non-disclosure obligations of Licensee and the employee under this Agreement.

(e) Software Necessary to Use the SCT Software. Licensee acknowledges and understands that in order to use any of the Major Systems, Licensee must maintain and have installed on the Equipment the Database Software. Licensee shall obtain a license to use the Database Software pursuant to the terms and conditions contained in the Database Licensor's then-current agreement(s). Licensee must also obtain the right to use and must maintain and have installed on the Equipment a COBOL Compiler compatible with the Equipment and the Database Software; specifically, if available for the Equipment, MicroFocus COBOL, either licensed directly from MicroFocus or from the Equipment vendor under a different product name. Licensee must also obtain the right to use and must maintain and have installed on the Equipment a "C" Compiler that is both compatible with the Equipment and the Database Software and has been approved in writing by SCT. Licensee shall identify the "C" compiler in a writing provided to SCT as soon as reasonably practicable for SCT's approval or disapproval. Licensee further acknowledges and understands that in order to use the BANNER Financial Aid Major System, Licensee must also maintain and have installed on the Equipment the INAS Software in order to perform need analysis calculations when using the BANNER Financial Aid Major System. Licensee shall obtain a license to use the INAS Software pursuant to the terms and conditions contained in the College Entrance Examination Board's then-current license agreement therefor.

(f) Intellectual Property Rights Notices. Licensee agrees to include the Intellectual Property Rights notice(s) provided by SCT in the code, or written on labels or containers of the SCT Software, or on the cover or title page of documentation, in any copy or part thereof made by Licensee. Licensee shall not modify or remove, in any manner, the Intellectual Property rights notice(s) provided by SCT in connection with the SCT Software.

4. Services.

(a) Implementation/Support. SCT agrees to perform the Implementation/Support services specified in Exhibit IS, which is attached to and incorporated in this Agreement by reference, on the terms and conditions contained in this Agreement, for the applicable fees set forth in Exhibit P. Licensee shall have the right to audiotape and/or videotape Implementation/Support training sessions, for Licensee's exclusive use in accordance with the terms and conditions of this Agreement. The parties shall jointly develop an SCT Software Implementation Plan, which shall include, *inter alia*, a timetable for implementation of the SCT Software, and SCT shall provide Licensee with Implementation/Support Services in accordance with such jointly developed Implementation Plan. The parties shall use their best efforts to adhere to the timetable established in the Implementation Plan, and, except as otherwise provided for in this Agreement or as may then

otherwise be agreed to by the parties, a party's failure to meet the timeframe commitments agreed to by such party as part of the Implementation Plan shall only be excused by the failure of the other party to perform a condition precedent to such first party's obligation of performance. The timetable set forth in the Implementation Plan shall thereupon be automatically extended by the length of time of the other party's delay in performance of such condition precedent.

(b) Consulting and Modification Services. Subject to the availability of SCT personnel to provide such services, at Licensee's written request, SCT agrees to provide to Licensee, at Licensee's written request, the services described in Exhibit CS, which is attached to and incorporated in this Agreement by reference, for the fees set forth in Exhibit CS and on the terms and conditions contained in this Agreement.

(c) Personnel Providing Services. SCT represents that the SCT personnel who provide services for Licensee pursuant to this Section 4 shall possess workmanlike skills in keeping with industry standards. Licensee shall have the right to disapprove any SCT personnel designated to provide such services in the event that Licensee reasonably determines that any such SCT personnel do not possess workmanlike skills in keeping with industry standards and has so advised SCT in a writing which details such deficiency. Thereupon SCT shall promptly replace such SCT personnel with other SCT personnel so possessing such workmanlike skills in keeping with industry standards, and shall, at its sole expense, repeat the relevant training or implementation component that was not provided in accordance with the requirements of this Section 4(c).

5. Delivery. SCT will use its best efforts to deliver the SCT Software to Licensee at the Location within thirty (30) days of the Effective Date. Two (2) copies of the SCT Software (including without limitation two [2] sets of documentation therefor) shall be delivered to Licensee. Subject to all terms and conditions of this Agreement (including without limitation the obligation to reproduce any proprietary or restrictive legends contained therein or marked thereon), Licensee shall have the right to make a reasonable number of copies of such documentation for Licensee's use pursuant to this Agreement. The date on which a Major System is first received by Licensee at the Location shall be the Delivery Date for that system.

6. Payment and Taxes.

(a) Payment. For the license of the SCT Software and the performance of the services described in Section 4(a), Licensee will pay SCT in accordance with Exhibit P, which is attached to and incorporated in this Agreement by reference. Reasonable travel, living, freight, and overnight delivery expenses actually incurred by SCT shall be in addition to the amounts set forth in Exhibit P and any other exhibit of this Agreement, and shall be billed as incurred. SCT shall use its best efforts to limit such expenses. By way of example and not limitation, SCT personnel will travel by coach fare and will book airfare fifteen (15) days in advance of whenever reasonably practical; will use Licensee-provided automobiles if available and if not, will share rental cars whenever reasonably practical; will stay in will stay in Licensee-provided housing whenever reasonably practical; and, to the extent that such a requirement does not present an unreasonable hardship to the SCT personnel providing such services, will arrange for SCT personnel to remain onsite for prescheduled Saturday implementation sessions. SCT shall in any instance provide Licensee with a detailed statement of such expenses with reasonable promptness after receipt of Licensee's written request therefor. Licensee shall pay each invoice under this Agreement by not later than thirty (30) days from the date of Licensee's receipt thereof. Any amounts not paid when due shall bear interest at a rate of interest per annum equal to the lesser of the prime rate established from time to time by Mellon Bank plus three (3%) percent or the highest rate permitted by law.

(b) Taxes. Licensee represents that it is a tax-exempt entity. Notwithstanding the foregoing, however, taxes, other than taxes based on SCT's net income or capital stock, imposed by any taxing authority and based upon or in any way relating to this Agreement, the SCT Software, the services provided or payments made under this Agreement shall be the responsibility of Licensee and shall be payable in addition to other fees and charges under this Agreement. Licensee may provide SCT, in lieu of paying any such tax required to be paid by Licensee, with a certificate of exemption in form and substance reasonably satisfactory to SCT; and Licensee may, if permitted by law, contest any such tax required to be paid by it under this Agreement, provided that Licensee has made prior arrangements reasonably satisfactory to SCT so that SCT will suffer no damage or injury as a result of such contest. Licensee, upon request by SCT, shall provide SCT with proof of payment, or exemption from payment, of any tax that Licensee would otherwise be required to pay under or in connection with this Agreement.

7. Warranty and Disclaimer of Warranty.

(a) Limited Warranty by SCT. SCT warrants to Licensee for a period of twenty-four (24) months after the Delivery Date of a Major System, that the then current unmodified Major System, as used by Licensee on the Equipment at the Location for its in-house computing operations, will operate in all material respects in accordance with the then-current Documentation for the Major System.

(b) Licensee's Remedy for Breach of Warranty. In the event of any breach of the foregoing warranty, SCT, at its own expense, will provide an avoidance procedure for or a correction of each such material defect that is documented by Licensee, as soon as is reasonably practicable. A defect is "documented" if Licensee has provided sufficient information for SCT to reproduce the defect on the then current unmodified Major System operating on a computer configuration which is identical to or compatible with the Equipment and which is in SCT's possession and under SCT's control. If, despite reasonable efforts, SCT is unable to provide an avoidance procedure for or a correction of a documented defect, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of warranty, subject to the terms and conditions contained in this Agreement. These remedies are exclusive and are in lieu of all other remedies, and SCT's sole obligations in the event of any breach of warranty will be as stated above.

(c) Disclaimer of Warranty. Licensee agrees and understands that the warranty set forth above is made to Licensee exclusively and is in lieu of all other warranties, and that SCT MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SCT SOFTWARE OR ANY PARTS THEREOF, AND THAT SCT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SCT EXPRESSLY DOES NOT WARRANT THAT THE SCT SOFTWARE OR ANY PARTS THEREOF, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE (OTHER THAN THE LICENSEE ENVIRONMENT IDENTIFIED IN EXHIBIT IS) POSSESSED OR TO BE POSSESSED BY LICENSEE.

(d) Abrogation of Warranty. The warranty set forth above will be null and void if (i) notwithstanding any other provision of this Agreement, any person (including Licensee) attempts to correct or modify any of the SCT Software as delivered to Licensee, or (ii) Licensee refuses to implement modifications to the SCT Software that SCT may provide for the purpose of correction or improvement, whether or not required to be provided by SCT.

8. Confidential Information. The party receiving ("Recipient") any confidential information under this Agreement from the other party ("Owner") agrees: (i) to treat the Owner's confidential information as proprietary to the Owner; and (ii) that it will not knowingly disclose to any person or entity not a party to this Agreement, or use for its own or any such person's or entity's benefit, any confidential information of the Owner. In no event will the Recipient use less care to maintain the confidentiality of the Owner's confidential information than the Recipient uses to maintain the confidentiality of its own information of equal importance. The obligations set forth in this Section 8 are subject to the following definitions, terms and conditions:

(a) Definitions. Confidential information of Licensee includes non-public information and data regarding Licensee's administrative methods, administrative plans and data processing. Confidential information of SCT includes the SCT Software, algorithms, methods, techniques and processes revealed by the Source Code of the SCT Software, non-public information concerning SCT's business and the terms and provisions of this Agreement.

(b) Exceptions. Confidential information, whether or not described above, does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Owner regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

(c) Survival of Obligations. Notwithstanding the termination of this Agreement, the non-disclosure and non-use obligations set forth above will remain in full force with respect to each item of confidential information for a period of ten (10) years after the first receipt of that item by the Recipient.

9. Indemnities.

(a) Indemnity by Licensee. Licensee agrees to indemnify SCT and hold it harmless against and from any claim, demand, action, proceeding, loss, liability, cost and expense (including without limitation court costs and reasonable fees of attorneys, accountants and other professionals) incurred or suffered by SCT as a result of any violation by Licensee of the obligations, restrictions or limitations in this Agreement.

(b) Indemnity by SCT. SCT will defend or settle, at its own expense, any action brought against Licensee to the extent that it is based on a claim that use of the SCT Software provided by SCT pursuant to this Agreement infringes any United States copyright of others, and SCT will pay any costs, damages and attorneys' fees finally awarded against Licensee in any such action attributable to any such claim; but such defense, settlements and payments are expressly conditioned on the following: (i) that SCT is notified promptly in writing by Licensee of any such claim; (ii) that SCT is granted in writing sole control of the defense of any such claim and of all negotiations for its settlement or compromise; (iii) that Licensee cooperates with SCT in a reasonable way to facilitate the settlement or defense of the claim; (iv) that the claim does not arise from modifications not authorized in writing by SCT or from the use or combination of products provided by SCT with items provided by Licensee or others; and (v) that should the SCT Software become, or in SCT's opinion be likely

to become, the subject of such a claim of infringement, then Licensee will permit SCT, at SCT's option and expense, (A) to procure for Licensee the right to continue using the same under the terms of this Agreement, or (B) to replace or modify the same so that it becomes non-infringing and substantially equivalent in function, or (C) to refund to Licensee the license fee paid to SCT by Licensee under this Agreement for the Major System giving rise to the liability, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SCT'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination. This Agreement will continue in full force and effect except as follows:

(a) Termination by SCT For Cause. SCT will have the right to terminate this Agreement for cause if: (i) Licensee fails to honor the restrictions on disclosure and use of SCT's confidential information provided under this Agreement; (ii) Licensee infringes or participates in infringement of SCT's Intellectual Property Rights; (iii) Licensee fails to honor the limitations and restrictions on use of the SCT Software, or any part thereof, as provided in this Agreement; (iv) Licensee files a voluntary petition in bankruptcy or remains an involuntary petitioner in bankruptcy for a period exceeding ninety (90) days; or (v) Licensee breaches or fails to perform any other material term or condition of this Agreement.

(b) Termination by Licensee For Cause. Licensee will have the right to terminate this Agreement for cause if: (i) SCT fails to honor the restrictions on disclosure and use of Licensee's confidential information provided under this Agreement; or (ii) SCT breaches or fails to perform any other material term or condition of this Agreement.

(c) Procedure for Termination For Cause. Either party may terminate this Agreement for cause at any time while the event or condition giving rise to the right of termination for cause exists, by giving the other written notice describing that event or condition in reasonable detail. Upon receipt of that notice, the other party will have a period of thirty (30) days in which to cause that event or condition to be corrected or cured to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not so corrected or cured within that period, this Agreement will terminate as of the end of that period automatically, without further act by any party. Notwithstanding the foregoing, however, in the event that Licensee files a voluntary petition in bankruptcy or remains an involuntary petitioner in bankruptcy for a period exceeding ninety (90) days, SCT shall have the right to terminate this Agreement immediately, without further action or delay, by providing Licensee with written notice of such termination.

(d) Termination For Cause Without Prejudice to Other Rights and Remedies. Termination of this Agreement for cause by either SCT or Licensee in accordance with the terms of this Agreement will be without prejudice to the terminating party's other rights and remedies under or in connection with this Agreement, both at law and in equity.

(e) Termination Upon Non-Appropriation of Funds. Licensee believes that sufficient funds can be obtained to pay all amounts due SCT under this Agreement and will use its best efforts to obtain, maintain and properly request and pursue funds from which payments under this Agreement may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its best efforts to have such portion of the budget approved. It is Licensee's intent to make all payments due under this Agreement if funds are legally available therefor and in that regard Licensee represents and warrants to SCT that the SCT Software licensed under this Agreement is important to its proper, efficient and economic operation. In the event sufficient funds are not appropriated and budgeted or are otherwise legally unavailable to make payments to SCT for the SCT Software, then Licensee will promptly notify SCT of such fact by providing SCT with written notice thereof at SCT's corporate headquarters in Malvern, Pennsylvania. Thereupon, Licensee's license to use the SCT Software and SCT's obligations in connection therewith shall be deemed terminated, without further action by either party. Any such premature expiration effected pursuant to this Section 10(e) shall be subject to the provisions of Section 10(f) below. Nothing in this Section 10(e) will be construed so as to permit Licensee to terminate its obligations in connection with the SCT Software in order to acquire any other software or to allocate funds directly or indirectly to perform essentially the same application for which the software is being provided, including the development of similar software by Licensee itself. Upon Licensee's full compliance with the provisions of this Section 10(e), all amounts paid by Licensee to SCT as license fees for the SCT Software shall be retained by SCT as liquidated damages and not as a penalty.

(f) Effect of Termination. If this Agreement is properly terminated by either party, Licensee promptly will return to SCT or (at SCT's request) destroy all copies of the SCT Software, and will certify to SCT in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(g) Survival of Obligations. All obligations relating to non-use and non-disclosure of confidential information, indemnity, and the obligations of Licensee to respect SCT's Intellectual Property Rights will survive termination of this Agreement for any reason.

11. Notices. All notices and other communications required or permitted under this Agreement will be in writing and, except as otherwise provided in this Agreement, will be deemed given when delivered personally, sent by United States

registered or certified mail, return receipt requested, or sent by overnight courier to the address shown on the signature page hereof, or to such other place as the parties hereto from time to time may direct. A copy of all notices to SCT shall also be sent to the attention of SCT's General Counsel at SCT's address set forth on the signature page.

12. Force Majeure. Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. The benefits and burdens of each party under this Agreement will not be assignable without the prior written consent of the other party to this Agreement, and any attempt to assign them without that consent will be void. Notwithstanding the foregoing, SCT may assign this Agreement to its successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SCT may assign this Agreement in whole or in part to any person or entity to which it transfers any exclusive rights in the SCT Software.

14. No Waiver. No failure of either party to this Agreement to prosecute its rights with respect to any single or continuing breach of this Agreement will act as a waiver of the right of that party to later exercise any right or enforce any remedy granted under this Agreement with respect to that same or any other breach of this Agreement by the other party to this Agreement.

15. Choice of Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho. If any provision of this Agreement is found invalid or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

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16. LIMITATIONS OF LIABILITY. SCT AND LICENSEE ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL SCT'S LIABILITY IN CONNECTION WITH THE SCT SOFTWARE, THE SERVICES PROVIDED UNDER THIS AGREEMENT, THIS LICENSE, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID TO SCT BY LICENSEE UNDER THIS AGREEMENT FOR THE LICENSE FEE FOR THE MAJOR SYSTEM GIVING RISE TO THE LIABILITY AND SCT WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA, AND LOSS OF REVENUES, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, SCT'S NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER CAUSES OF ACTION BASED ON SIMILAR LEGAL THEORIES. SCT AND LICENSEE FURTHER ACKNOWLEDGE AND AGREE THAT THEY ARE ENTERING INTO THIS AGREEMENT ON THE UNDERSTANDING THAT THE FEES FOR THE SCT SOFTWARE AND THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT HAVE BEEN SET TO REFLECT THE FACT THAT LICENSEE'S REMEDIES, AND SCT'S LIABILITY, SHALL BE LIMITED AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND IF NOT SO LIMITED, THE FEES FOR THE SAME WOULD HAVE BEEN SUBSTANTIALLY HIGHER.

17. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. Any purchase order or similar document which may be issued by Licensee in connection with the SCT Software, the license thereof, the services provided, or any other matter relating to this agreement shall be for Licensee's internal purposes only and any terms and conditions which may be included in such purchase order or other document shall not modify in any manner any of the terms and conditions of this Agreement and shall not bind SCT in any manner and shall be completely ineffective and unenforceable against SCT, even if it is initialed, signed, or acknowledged by a representative of SCT. No modification hereof or waiver of any right under this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, through the signatures of their duly authorized representatives.

Effective Date: June 30, 1993

SCT SOFTWARE & RESOURCE
MANAGEMENT CORPORATION

By: _____

Michael D. Chamberlain
President
Software & Technology Services
4 Country View Road
Malvern, PA 19355

UNIVERSITY OF IDAHO

By: _____

(Printed Name of Signatory)

Title: _____

Moscow, Idaho 83843

EXHIBIT PPayment Schedule

Licensee's cost for the license of the SCT Software and the services rendered pursuant to this Agreement is as follows:

<u>Deliverable</u>	<u>Cost</u>
BANNER Student License Fee	\$142,275
BANNER Alumni License Fee	93,495
BANNER Financial Aid License Fee	105,655
BANNER Finance License Fee	121,950
BANNER Human Resources License Fee	101,625

Implementation/Support Services

<u>BANNER Student System</u>	
Twelve (12) person-weeks, at a rate of \$5,000 per person-week	\$60,000
<u>BANNER Alumni System</u>	
Five (5) person-weeks, at a rate of \$5,000 per person-week	\$25,000
<u>BANNER Financial Aid System</u>	
Eight (8) person-weeks, at a rate of \$5,000 per person-week	\$40,000
<u>BANNER Finance System</u>	
Ten (10) person-weeks, at a rate of \$5,000 per person-week	\$50,000
<u>BANNER Human Resources System</u>	
Ten (10) person-weeks, at a rate of \$5,000 per person-week	\$50,000

Payment of the license fee for each Major System shall be made by Licensee to SCT as follows: Thirty (30%) percent by not later than thirty (30) days after the Delivery Date of the applicable Major System; an additional twenty (20%) percent by not later than September 30, 1993; an additional twenty (20%) percent by not later than December 31, 1993; an additional twenty (20%) percent by not later than March 31, 1994; and the remaining ten (10%) percent by not later than June 30, 1994.

Implementation/Support Services (Exhibit IS) and Consulting Services (Exhibit CS) shall be invoiced monthly, as such services are rendered, together with expenses as otherwise provided for in the Agreement, and shall be paid by Licensee to SCT by not later than thirty (30) days from the date of Licensee's receipt of the invoice therefor.

EXHIBIT CSConsulting ServicesI. Generation of Specifications for Modifications to SCT Software

A. Interview Licensee personnel to determine changes desired to be made to SCT Software as delivered by SCT.

B. Generate revised functional and technical specifications in a System Modification Requirements ("SMR") document, which will also contain cost and schedule estimates for SCT to implement such changes.

II. Modifications

SCT will modify and test the SCT Software to the extent proposed in any SMR document generated pursuant to the provisions of this Exhibit CS.

III. Rate - The following rates shall apply until September 30, 1994, after which time SCT may increase such rates upon thirty (30) days prior notice by not greater than ten percent (10%) per year:

Consulting, Implementation and Training Services	\$125/hr
Engagement Management Services	\$150/hr

EXHIBIT IS
Implementation/Support

I. Implementation/Support Services

SCT agrees, subject to the provisions of this Agreement and Licensee's timely performance of its obligations under this Agreement, to provide to Licensee the Implementation/Support services hereinafter described (the "Implementation Services").

A. Project Plan. SCT and Licensee shall develop a project plan which identifies SCT's and Licensee's responsibilities. Each Major System will be delivered in Source Code at the Location.

B. SCT Responsibilities. SCT shall provide Licensee with the number of person-weeks set forth in Exhibit P of user consulting and technical training in connection with the SCT Software. Additional time may be secured at SCT's then current rates therefor.

C. Licensee Responsibilities. Licensee is responsible for establishing overall project direction including assignment and direction of Licensee personnel involved in the project, providing a productive technical environment, and providing operational support to the implemented Major Systems at the completion of SCT's services.

Licensee will assign an overall project manager during the term of the project. Responsibilities of Licensee's project management personnel include daily access by SCT for project coordination, establishment and daily management of Licensee implementation plans, review of all SCT delivered documentation, coordination of project activities, support of resource requirements with Licensee's data processing department, management of production preparation activities in both technical and user areas, and coordination of the resolution of any changes in Licensee's policies or operating procedures.

Licensee will also designate at least one senior technical person for each Major System from its data processing staff to become knowledgeable and competent in supporting the SCT Software. SCT expects these individuals to participate in production preparation activities and SCT provided training. Licensee will also designate in each functional department a primary systems coordinator who is responsible for committing resources and for follow-up on outstanding issues.

II. Conditions

As a condition to SCT's obligation to provide the Implementation Services, Licensee agrees to provide the following hardware, software, and access to Licensee's facilities.

A. Software and Hardware. Licensee agrees to provide at the Location, at no cost to SCT, on or before the earliest Delivery Date, the software and hardware listed below (the "Licensee Environment"):

- Equipment
- Database Software
- COBOL and "C" compilers as provided for in the Agreement
- INAS Software

Licensee will maintain current with the SCT-designated release of the systems software listed above. Dependent tailoring parameters between multiple vendor products will be specified by SCT.

B. Access to Licensee Environment and Licensee's Facilities. Licensee will provide such additional assistance to SCT as SCT may reasonably request for the purpose of rendering the Implementation Services. Without limitation of the foregoing, Licensee will provide SCT, as reasonably necessary for SCT to perform its obligations under this Agreement, with all of the following without charge: (i) the Licensee Environment, provided and maintained at Licensee's expense in good working order and in actual operation at all times at which SCT reasonably requests operation for the purpose of rendering the Implementation Services; (ii) the right for SCT to use the Licensee Environment (including all related software), either on Licensee's premises or remotely by telecommunication, at SCT's request; (iii) teleprocessing capabilities; (iv) other computer systems of Licensee; (v) full and free access to the Licensee Environment and to Licensee's offices; (vi) office equipment and services such as desks, chairs, word processors, telephone, copying and other equipment and services appropriate to accommodate SCT personnel; and (vii) a reasonable amount of space on Licensee's premises, including parking space, for SCT personnel.

III. Additional Support.

Licensee will provide, at its sole expense, electronic access to the Licensee Environment from any of SCT's facilities.

Until the Delivery Date and the completion of all modification work, if any, in addition to the Licensee Environment, Licensee will provide SCT reasonable dedicated address space in which to execute an on-line test environment. Licensee will also provide SCT with a reasonable amount of disk storage space. SCT will exercise reasonable care to minimize the use of machine time and disk space.

Remote access will be provided on a twenty-four-hour-per-day, seven-day-per-week basis if the computer and communications facilities are scheduled for operation and SCT usage does not degrade the normal production use of the computer in any material respect. All disk storage allocated to SCT will be on-line during these hours.

Licensee will reimburse SCT for telephone charges incurred in connection with accessing the Licensee Environment unless such charges are incurred by SCT in connection with SCT's warranty obligations under this Agreement.

SCT SOFTWARE TECHNICAL CURRENCY AGREEMENT

This Agreement is entered into by and between SCT Software & Resource Management Corporation ("SCT") and the University of Idaho ("Licensee") on June 30, 1993.

Background

SCT and Licensee have entered into a Software License and Services Agreement for the SCT Software (the "License Agreement"), and desire that SCT provide Maintenance and Enhancements for the SCT Software on the terms and conditions contained in this Agreement.

Accordingly, the parties agree as follows:

1. Certain Definitions.

(a) Definitions Contained in the License Agreement. The capitalized terms of this Agreement will have the same meanings ascribed to them in the License Agreement, except as such terms are otherwise defined in this Agreement.

(b) Additional Definitions. The following definitions shall also apply:

(i) "Maintenance" means using reasonable efforts to correct documented defects, as that term is defined in the License Agreement, in the SCT Software, provided that such defects are not the result of any changes made to the SCT Software (other than Improvements provided by SCT under this Agreement) or the Database Software.

(ii) "Enhancements" means changes to the SCT Software which increase the functionality of the SCT Software.

(iii) "SCT Software" means SCT's then current unmodified (other than Improvements provided by SCT under this Agreement) BANNER Student, BANNER Finance System (including without limitation the BANNER Finance System Investment Management Module), BANNER Alumni, BANNER Human Resources and Financial Aid Major Systems licensed by SCT to Licensee under the License Agreement.

(iv) "Major System" means any one of the systems of the SCT Software.

(v) "New Releases" means new editions of the SCT Software which represent changes from the previous releases of the SCT Software.

(vi) "Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

(vii) "Initial Term" means that period beginning on the date first set forth above and ending July 31, 1996, inclusive.

(c) Inconsistencies. If there are any inconsistencies between the definitions contained in this Agreement and the definitions contained in the License Agreement, the definitions contained in this Agreement shall apply.

2. Services.

(a) Types of Services. In consideration of Licensee's full payment to SCT of the amounts set forth in Section 3 below, and subject to the terms and conditions set forth in this Agreement, SCT, during the term of this Agreement, agrees to provide to Licensee Maintenance for, Enhancements of, and New Releases of, each Major System. Subject to the availability of SCT personnel, at Licensee's written request, SCT shall perform any installation, implementation, or other services in connection with the Maintenance, Enhancements, and New Releases provided by SCT under this Agreement, at SCT's then-current hourly rates. Without limiting the foregoing, however, prior to the expiration of the Initial Term, SCT shall provide Licensee with Grants and Contracts functionality as an Improvement to the BANNER Finance System, and electronic approval capability for salary and personnel actions as an Improvement to the BANNER Human Resources System, at no additional fee therefor (collectively, "Committed Functionality"). SCT reserves the unilateral right to define the scope of and the specifications for the Committed Functionality.

(b) Limitations. SCT's obligations under this Agreement will be limited to the then current release and the immediately preceding release of each Major System. All Improvements will be part of the Major System and subject to all of the terms and conditions of the License Agreement and this Agreement. SCT's obligations under this Agreement are further conditioned upon Licensee providing SCT, as reasonably necessary for SCT to perform its obligations under this

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Agreement, with all of the following without charge: (i) the Licensee Environment provided and maintained at Licensee's expense, in good working order and in actual operation at all times at which SCT reasonably requests access thereto for the purpose of rendering the services under this Agreement; (ii) the right for SCT to use the Licensee Environment (including all related software); (iii) remote electronic capabilities, if available from Licensee; (iv) access to other computer systems of Licensee; (v) access to Licensee's offices and personnel; and (vi) a reasonable amount of space on Licensee's premises, including parking space, for SCT personnel.

(c) Modifications Maintenance. Subject to the availability of SCT personnel, at Licensee's written request, SCT shall provide Maintenance in connection with any modifications made by SCT to the SCT Software (other than Improvements provided under this Agreement) at SCT's then-current hourly rates.

3. Payment and Taxes.

(a) Technical Currency Fees. For the Improvements provided by SCT under this Agreement, Licensee will pay SCT, on July 1, 1994, a fee equal to \$104,250, and on each July 1 thereafter during the term of this Agreement, a fee specified by SCT which will not be more than one hundred ten (110%) percent of the fee due under this Agreement on the immediately preceding July 1.

(b) Additional Costs. If SCT, in its reasonable judgment, determines that a suspected defect is attributable to a cause other than a documented defect, as that term is defined in the License Agreement, in the SCT Software, then Licensee shall pay SCT an additional amount for its work performed in connection therewith on a per-hour basis, at SCT's then-current hourly rates. Licensee will also reimburse SCT for all reasonable travel, living, freight, and overnight delivery expenses actually incurred by SCT. Such expenses shall be billed as incurred. SCT shall use its best efforts to limit such expenses. By way of example and not limitation, SCT personnel will travel by coach fare and will book airfare fifteen (15) days in advance of whenever reasonably practical; will use Licensee-provided automobiles if available and if not, will share rental cars whenever reasonably practical; will stay in will stay in Licensee-provided housing whenever reasonably practical; and, to the extent that such a requirement does not present an unreasonable hardship to the SCT personnel providing such services, will arrange for SCT personnel to remain onsite for prescheduled Saturday implementation sessions. SCT shall in any instance provide Licensee with a detailed statement of such expenses with reasonable promptness after receipt of Licensee's written request therefor. Licensee shall pay each invoice under this Agreement by not later than thirty (30) days from the date of Licensee's receipt thereof.

(c) Taxes. Licensee represents that it is a tax-exempt entity. Notwithstanding the foregoing, however, taxes, other than taxes based on SCT's net income or capital stock, imposed by any taxing authority and based upon or in any way relating to this Agreement, the Improvements or services provided, or payments made under this Agreement shall be the responsibility of Licensee and shall be payable in addition to other fees and charges under this Agreement. Licensee may provide SCT, in lieu of paying any such tax required to be paid by Licensee, with a certificate of exemption in form and substance reasonably satisfactory to SCT; and Licensee may, if permitted by law, contest any such tax required to be paid by it under this Agreement, provided that Licensee has made prior arrangements reasonably satisfactory to SCT so that SCT will suffer no damage or injury as a result of such contest. Licensee, upon request by SCT, shall provide SCT with proof of payment, or exemption from payment, of any tax that Licensee would otherwise be required to pay under or in connection with this Agreement.

(d) Late Charges. All amounts not paid when due shall bear interest at a rate of interest per annum equal to the lesser of the prime rate established from time to time by Mellon Bank, N. A., Philadelphia, Pennsylvania plus three (3%) percent or the highest rate permitted by law.

4. Term. The Initial Term of this agreement is for the period commencing on the date set forth on the first page of this Agreement and continuing until July 31, 1996. This Agreement shall thereafter be automatically extended for consecutive one (1) year periods unless either party notifies the other in writing of its intent not to continue this Agreement at least one year prior to the expiration of the then current term.

5. Disclaimer of Warranties. Licensee agrees and understands that except as expressly set forth in this Agreement SCT MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS, AND THAT SCT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SCT EXPRESSLY DOES NOT WARRANT THAT THE SCT SOFTWARE OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE SCT SOFTWARE HAS BEEN MODIFIED BY ANYONE OTHER THAN SCT, OR WILL BE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE (OTHER THAN THE LICENSEE ENVIRONMENT) POSSESSED OR TO BE POSSESSED BY LICENSEE.

6. Termination. Either party will have the right to terminate this Agreement if the other party breaches or fails to perform any material term or condition of this Agreement. Either party, if it has a right of termination as provided above, may terminate this Agreement at any time while the event or condition giving rise to that right of termination exists, by giving the other written notice of that event or condition and describing that event or condition in reasonable detail. Upon receipt of that notice, the other party will have a period of thirty (30) days in which to cause that event or condition to be corrected or cured to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not so corrected or cured within that period, this Agreement will terminate as of the end of that period automatically, without further act by any party. Notwithstanding the foregoing, however, in the event that Licensee files a voluntary petition in bankruptcy or remains an involuntary petitioner in bankruptcy for a period exceeding ninety (90) days, SCT shall have the right to terminate this Agreement immediately, without further action or delay, by providing Licensee with written notice of such termination. Termination of this Agreement by either party in strict accordance with the terms and conditions of this Agreement will be without prejudice to the terminating party's other rights and remedies under this Agreement, both at law in equity.

7. Non-Appropriation of Funds. Licensee believes that sufficient funds can be obtained to pay all amounts due SCT under this Agreement and will use its best efforts to obtain, maintain and properly request and pursue funds from which payments under this Agreement may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its best efforts to have such portion of the budget approved. It is Licensee's intent to make all payments due under this Agreement if funds are legally available therefor and in that regard Licensee represents and warrants to SCT that the Improvements are important to its proper, efficient and economic operation. In the event sufficient funds are not appropriated and budgeted or are otherwise legally unavailable to make payments to SCT for the Improvements, then Licensee will promptly notify SCT of such fact by providing SCT with written notice thereof at SCT's corporate headquarters in Malvern, Pennsylvania, and shall remit to SCT payment in full, prorated on a daily basis up to the effective date of termination, for the Improvements. Thereupon, SCT's obligations in connection with this Agreement shall be deemed terminated, without further action by either party. Nothing in this Section 7 will be construed so as to permit Licensee to terminate its obligations in connection with the Improvements in order to acquire any other software or services or to allocate funds directly or indirectly to perform essentially the same application for which the Improvements are being provided, including the provision of similar services by Licensee itself.

8. Notices. All notices and other communications required or permitted under this Agreement will be in writing and, except as otherwise provided in this Agreement, will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested, or sent by overnight courier to the address shown on the signature page hereof, or to such other place as the parties hereto from time to time may direct. A copy of all notices to SCT shall also be sent to the attention of SCT's General Counsel at SCT's address set forth on the signature page.

9. Force Majeure. Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. The benefits and burdens of each party under this Agreement will not be assignable without the prior written consent of the other party to this Agreement, and any attempt to assign them without that consent will be void. Notwithstanding the foregoing, SCT may assign this Agreement to its successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SCT may assign this Agreement in whole or in part to any person or entity to which it transfers any exclusive rights in the SCT Software.

11. No Waiver. No failure of either party to this Agreement to prosecute its rights with respect to any single or continuing breach of this Agreement will act as a waiver of the right of that party to exercise later any right or enforce any remedy granted under this Agreement with respect to that same or any other breach of this Agreement by the other party to this Agreement.

12. Choice of Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the Idaho. If any provision of this Agreement is found invalid or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

[Remainder of page intentionally left blank]

13. **LIMITATIONS OF LIABILITY.** SCT AND LICENSEE ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL SCT'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, EXCEED THE AMOUNT ACTUALLY PAID TO SCT BY LICENSEE UNDER THIS AGREEMENT FOR THE IMPROVEMENTS FOR THE MAJOR SYSTEM GIVING RISE TO THE LIABILITY IN THE YEAR THAT SUCH LIABILITY ACTUALLY ARISES, AND SCT WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA, AND LOSS OF REVENUES, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, SCT'S NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER CAUSES OF ACTION BASED ON SIMILAR LEGAL THEORIES. SCT AND LICENSEE FURTHER ACKNOWLEDGE AND AGREE THAT THEY ARE ENTERING INTO THIS AGREEMENT ON THE UNDERSTANDING THAT THE FEES FOR THE IMPROVEMENTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT HAVE BEEN SET TO REFLECT THE FACT THAT LICENSEE'S REMEDIES, AND SCT'S LIABILITY, SHALL BE LIMITED AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND IF NOT SO LIMITED, THE FEES FOR THE SAME WOULD HAVE BEEN SUBSTANTIALLY HIGHER.

14. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. Any purchase order or similar document which may be issued by Licensee in connection with the Improvements or the services provided under, or any other matter relating to, this agreement shall be for Licensee's internal purposes only and any terms and conditions which may be included in such purchase order or other document shall not modify in any manner any of the terms and conditions of this agreement and shall not bind SCT in any manner and shall be completely ineffective and unenforceable against SCT, even if it is initialed, signed, or acknowledged by a representative of SCT. No modification of, or waiver of any right under, this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement through the signatures of their duly authorized representatives.

SCT SOFTWARE & RESOURCE
MANAGEMENT CORPORATION

By: _____

Michael D. Chamberlain
President
4 Country View Road
Malvern, PA 19355

UNIVERSITY OF IDAHO

By: _____

(Printed Name of Signatory)

Title: _____

Moscow, Idaho 83843

**CLOUD SOFTWARE ORDER FORM**

This Cloud Software Order Form (the "Order Form") is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **UNIVERSITY OF IDAHO** (the "Client"). This Order Form amends the Software License & Services Agreement dated June 30, 1993 between the parties (the "Agreement") and, collectively, the Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form.

By the execution of this Order Form below, each party represents and warrants that it is bound by the signature of its respective signatory. Client has not relied on the availability of either any future version of any Cloud Software or any future Software product or service.

Ellucian**By:**

DocuSigned by:

Myrna Perry

E43030F90988443

Authorized Signature

Name:

Myrna Perry

Printed

Title:

Sr. Director Revenue Recognition

Date:

11/20/2016

Client**By:**

DocuSigned by:

Julia McIlroy

B87900A2333043F

Authorized Signature

Name:

Julia McIlroy

Printed

Title:

Director

Date:

11/20/2016

The later date of signature above is the "Execution Date" of this Order Form.

Client's Billing Contact Information appears below.

Client

Billing Contact Information

Name:

Accounts Payable

Address:

875 Perimeter Drive MS4244

City, State, Zip:

Moscow, Idaho 83844-4244

1. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in this Order Form. Other capitalized terms are defined elsewhere in this Order Form.

"Client Data" means all electronic data or information submitted by Client to the Cloud Software, including without limitation any *"Client PII"* (meaning, personally identifiable information of Client's students, faculty and employees that is regulated by various state and federal laws and regulations).

"Cloud Contract Year" means each period of twelve (12) consecutive months beginning on the Beginning Date or any anniversary thereof during the Cloud Software Term.

"Cloud Software" means the Software or Component System identified in Exhibit A as "Cloud Software."

"Defect" means a material deviation between the Cloud Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

"Documentation" means the on-line and hard copy functional and technical specifications that Ellucian provides for the Cloud Software, and that describe the functional and technical capabilities of the Cloud Software.

"Maintenance" means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Cloud Software (collectively, the "Maintenance Standards") are specified in Exhibit B.

"New Releases" means new editions (i.e., major and minor releases) of the Cloud Software.

"Software Supplement" means additional terms and conditions applying to particular Cloud Software, as specified in Exhibit A.

"Software Support Services" means, collectively, Maintenance and New Releases.

"Third Party Component Providers" means third parties utilized by Ellucian to provide components of the Cloud Software.

2. **License to Access and Use Cloud Software; Cloud Software Term.**

2.1 **Cloud Software.** For the Cloud Software identified in Exhibit A, and only during the Cloud Software Term (as defined below), Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client's internal use only. This license is further subject to the usage parameters identified in each instance in Exhibit A.

2.2 **Cloud Software Term.** The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in Exhibit A) is the "Initial Cloud Software Term." Following the Initial Cloud Software Term, Client's license to access and use the Cloud Software as provided in Section 2.1 will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a "Renewal Cloud Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Cloud Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Cloud Contract Year. The Initial Cloud Software Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the "Cloud Software Term."

3. Client Responsibilities and Prohibitions.

- Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate or render ineffective the password protection of the Cloud Software.
- Client will be responsible for its users' compliance with this Order Form.
- Client will be responsible for the accuracy, completeness, quality and legality of Client Data and of the means by which it acquired Client Data.
- Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
- Client will use the Cloud Software only in accordance with this Order Form, the Documentation and applicable laws.
- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent or lease the Cloud Software.
- This Order Form is expressly made subject to United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Client will not allow the Cloud Software, in whole or in part, to be exported outside of the United States, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, a validated export license from the Office of Export Administration within the United States Department of Commerce and such other appropriate United States governmental authorities. Client is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Cloud Software: (i) to any country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country); or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (1) is libelous, harmful to minors, obscene or constitutes pornography, (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful, or (3) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements attached to Exhibit A. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of this Order Form, the terms of the Software Supplement will control.

- 4. Software Support Services for Cloud Software.** During the Cloud Software Term, as part of the annual subscription fees set forth in Exhibit A, Ellucian will provide Software Support Services for the Cloud Software. The application of Software Support Services by Ellucian may result in changes in the form, timing or other features of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.

5. **Cloud Software – Service Level Agreement.** Except as otherwise expressly provided for in any Software Supplement, Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the “SLA”) in the attached Exhibit C.
6. **Personally Identifiable Information.** To effect the purposes of this Order Form, Client may from time to time provide Ellucian with Client PII (Client representing that it has the right to do so in each such instance). Ellucian represents that it maintains appropriate data security measures, including a written information security policy, to protect Client PII consistent with applicable United States laws and regulations. Further, to protect the privacy of Client PII, Ellucian will, for so long as it retains Client PII: (i) maintain the confidentiality of Client PII, as provided in the applicable section(s) of the Agreement regarding Client’s confidential information generally; (ii) limit access to Client PII to Ellucian’s employees, agents and subcontractors who have a need to access Client PII to fulfill Ellucian’s obligations under this Order Form; (iii) require that its agents and subcontractors who have access to Client PII agree to abide by substantially similar (and no less restrictive) restrictions and conditions that apply to Ellucian with regard to such Client PII; and (iv) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of such Client PII and protect against unauthorized access to or use of such Client PII that could result in substantial harm or inconvenience to Client.
7. **Payment Terms; Suspension of Cloud Software; Delivery.**
- 7.1 **Payment Terms.** Subscription fees for each Cloud Contract Year will be specified by Ellucian in an invoice issued in advance of each such Cloud Contract Year and will be due and payable within thirty (30) days from the date of invoice (but not earlier than the first day of the applicable Cloud Contract Year for which such subscription fees are being remitted).
- 7.2 **Annual Subscription Fee Increases.** The annual subscription fee shown in Exhibit A represents the subscription fee for each Cloud Contract Year during the Initial Cloud Software Term and will not increase during the Initial Cloud Software Term.
- For any Renewal Cloud Contract Year following the Initial Cloud Software Term, annual subscription fees will not increase by more than seven percent (7%) over the annual subscription fee payable for Cloud Software for the immediately preceding Cloud Contract Year.
- 7.3 **Suspension of Cloud Software.** If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.
- 7.4 **Delivery.** Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client’s access to the Cloud Software in accordance with this Order Form (the date on which Client is provided with this access is the “Delivery Date” for the purposes of the Cloud Software).
8. **Post Termination Actions.** Upon termination or expiration of the Cloud Software Term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Cloud Software Term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian’s possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian’s then-current data security, retention and disposal policies. Upon termination or expiration of the Cloud Software Term, each party will promptly return

to the other party any Confidential Information of the other party that is in their possession, or certify in writing to its destruction.

9. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software Term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions of this Order Form and the associated Maintenance Standards attached hereto as Exhibit B). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 10 below, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section 9. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.
10. **LIMITATION OF LIABILITY.** FOR THE CLOUD SOFTWARE LICENSED PURSUANT TO THIS ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 10 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.

EXHIBIT A TO THE CLOUD SOFTWARE ORDER FORM**Ellucian Cloud Software**

Cloud Software	Beginning Date	Expiration Date	Software Supplement	Annual Subscription Fee ¹
ELLUCIAN CRM ADVANCE ^{2,3}				
Ellucian CRM Advance <i>Includes:</i> <ul style="list-style-type: none"> • 10 Ellucian CRM Premium Named Users • 90 Ellucian CRM Standard Named Users • Two Ellucian CRM Advance instances: One (1) Production; One (1) non-Production (QA, Test, Development) 	The first day of the next month following the Execution Date	The last day of the sixtieth (60 th) month after the Beginning Date	Microsoft Software Supplement	\$93,921
Additional Hosting Services	Beginning Date	Expiration Date	Software Supplement	Monthly Subscription Fee ³
Additional Hosting Services to Assist with Data Migration ⁴	The first day of the next month following the Execution Date	Until terminated by either party, with at least sixty (60) days' advance written notice; but, in any event, not longer than until the last day of the sixtieth (60 th) month after the Beginning Date	N/A	\$750 per month (beginning on the first anniversary of the Beginning Date)

Notes:

¹ The pricing contained in this Order Form is valid only if the Execution Date occurs on or before November 30, 2016.

² Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.

³ For the purposes of this Cloud Software, the following definitions will apply: "Premium Named Users" means individuals who have full access to the CRM capabilities within any Ellucian CRM application and are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). "Standard Named Users" means individuals who have read, write, edit and delete capabilities (based on the role-based access controls that Client decides to enforce) and who are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Standard Named Users may *not* make data structure changes, manage security roles, manage data through bulk import operations, or configure communication campaigns, goals, workflows, dialogs, system dashboards, system views, or reports. Standard Named Users can use workflows, dialogs, goals and create their personal dashboards and views. Standard Named Users may *not* manage or send mass communications or email campaigns using Dynamics CRM Marketing Campaign functionality or third party email marketing solutions. Premium/Standard Named User licenses are for Client's designated users – including 3rd party agents - only and cannot be shared or used by more than one individual; provided, however, that Premium/Standard Named User licenses can be reassigned by Client to individuals replacing former Premium/Standard Named Users who no longer require ongoing use of the Cloud Software.

⁴ Ellucian currently utilizes AWS for the provision of these hosting services. Client shall ensure that all Client

authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.

Termination of On-Premises Maintenance Services. Client has a continuing license to use the Banner Advancement on-premises software, in accordance with the terms and conditions contained in the Agreement, and Ellucian will continue to provide limited maintenance support for a period of twelve (12) months (the "Transition Period") from the first day of the month following the Execution Date. During the Transition Period, Client's Maintenance fees for the Banner Advancement on-premises software (and only that software) will be discounted by 50% (for the avoidance of doubt, all other payment obligations in the Agreement remain in full force and effect, including timing and method of payment). Client acknowledges and agrees that Ellucian's obligations to provide Maintenance (sometimes referred to elsewhere as Software Support Services and/or Improvements) during the Transition Period will be limited to telephone support, regulatory releases and defect corrections only. Specifically, Client will not be entitled to use any new product enhancements that may become available during the Transition Period (including, without limitation, provision of updates, telephone support, and error corrections) for the Banner Advancement on-premises software, as provided-for under the Agreement. Credits for any prepaid Maintenance fees or payments for the Banner Advancement on-premises software that are applicable to any period of time from and after the Beginning Date, if any, are hereby credited toward the subscription fees payable hereunder.

Software Supplement Attached to Exhibit AMICROSOFT SOFTWARE SUPPLEMENT

These terms apply to any Microsoft products (the "Microsoft Products") that are made available, displayed, run, accessed or which otherwise interact, directly or indirectly with the applicable Cloud Software. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to Ellucian.

By using the Cloud Software (which is connected as described above to Microsoft Products) Client accepts these terms.

1. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Microsoft Products.
2. Client may not reverse engineer, decompile, or disassemble the Microsoft Products, except to the extent that such activity is expressly permitted by applicable law.
3. NO WARRANTIES BY MICROSOFT. CLIENT AGREES THAT IF CLIENT HAS RECEIVED ANY WARRANTIES WITH REGARD TO THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY ELLUCIAN AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.
4. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
5. This Order Form only gives Client limited rights to use the Microsoft Products in connection with the Cloud Software. Ellucian and Microsoft reserve all other rights.
6. Client agrees that Ellucian may disclose Client's information to Microsoft as reasonably necessary to verify compliance with this Order Form.
7. The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client may not use the Microsoft Products in any application or situation where the Microsoft Products' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Microsoft Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client will be responsible for any third-party claim arising out of Client's use of the Microsoft Products in connection with any High Risk Use.
8. Microsoft is an intended third party beneficiary of this Order Form with the right to enforce provisions of this Order Form and to verify Client's compliance.

EXHIBIT B TO THE CLOUD SOFTWARE ORDER FORM**Maintenance Standards**

1. Ellucian's Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, Production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the 800 telephone number provided to Client.
2. Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines, with the time period to be measured beginning with the first Ellucian business hour occurring after Ellucian receives Client's Notification:

Priority Levels	Definition	Target Response Times
Priority One	A Notification that Client believes that a Defect has caused a full failure of the Cloud Software; or a failure that prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported	1 hour or less
Priority Two	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority Three	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	24 hours or less
Priority Four	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	72 hours or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

EXHIBIT C TO THE CLOUD SOFTWARE ORDER FORM**Service Level Agreement****1. Service Levels; General and Definitions.**

- **Availability:** "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the Cloud Software production instance is available for remote access by Client and able to receive, queue and execute real-time requests, all as measured by Ellucian.
- **Measurement:** Availability is measured as the ratio of actual Availability to expected Availability resulting in an "Achieved Availability" percentage. Achieved Availability is determined by calculating the aggregated 5 minute periods, during the periods the Cloud Software is scheduled to be available, ("Scheduled Uptime") excluding without limitation scheduled downtime or emergency maintenance, that the Cloud Software is unavailable for use by Client ("Unscheduled Outage"), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the Cloud Software is scheduled to be unavailable with Client's agreement ("Scheduled Downtime"), and rounded to the nearest tenth (10th) unless otherwise indicated in the specific service level definition. Availability will be measured by Ellucian monitoring tools.

The Achieved Availability calculation is expressed as:

$$1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

2. Service Level Objectives.

Ellucian's objective is to achieve 99.50% Availability for the Cloud Software.

3. Production Service Level Credits.

Availability	Service Credit
>= 99.50%	None
98.00% to 99.49%	5%
97.00% to 97.99%,	10%
95.00% to 96.99%,	15%
92.00% to 94.99%,	20%
<92.00%	25%

The Service Credit percentage will be applied to the subscription fee paid by Client for the affected Cloud Software for the month being measured (*i.e.*, an amount equal to 1/12 of the applicable annual subscription fee associated with the Cloud Software).

In order to receive any of the Service Credits described above, Client must notify Ellucian within thirty (30) days of an incident occurring that they intend on collecting Service Credits. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit.

If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the Cloud Software was the cause of the unavailability, then Service Credits will be applied and aggregated in an "Annual Credit Account." Promptly following the end of each Cloud Contract Year during the Cloud Software Term, the Annual Credit Account for the prior Cloud Contract Year will be applied as a credit against the subscription fees due for the then-current Cloud Contract Year. Service Credits are not refundable and can be used only towards future billing charges for the Cloud Software, as provided above in this paragraph. For

credit balances in Annual Credit Accounts applicable to the final Cloud Contract Year of the Cloud Services Term, Ellucian will, promptly following the end of the Cloud Software Term, issue Client a payment in the amount of the Annual Credit Account balance. Notwithstanding the above, the total amount credited to Client in a particular month will in no event exceed an amount equal to twenty-five percent (25%) of the subscription fee paid by Client for such month (*i.e.*, an amount equal to 1/12 of the applicable annual subscription fee associated with the Cloud Software) for the affected Cloud Software. Service Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the Cloud Software.

4. Cloud Software Environment Maintenance Procedures

Ellucian reserves the right to perform emergency maintenance without any prior notification to Client, if Ellucian determines that it is necessary to protect and maintain the security and/or integrity of the Cloud Software.

Ellucian's standard maintenance windows are as described below (NOTE: The below windows are maximums and will only be utilized if required). Ellucian will use diligent efforts to announce scheduled maintenance as defined by these maintenance windows.

Application Specific Services Infrastructure – Maintenance Windows				
Window	Duration	Days	Anticipated service disruption	Notification
Daily	2 hours	Weekdays, outside of normal U.S. Ellucian business hours	Low	None
Weekly	4 hours	Weekend	Low	48 hours
Monthly	8 hours	Weekend	Likely	1 week

The "Application Specific Services Infrastructure" is controlled by Ellucian and encompasses, but is not limited to, the following: database software, application software, refreshes, system configuration changes, and programming-related activities. The specific timings for the above windows are published by Ellucian and can be changed at Ellucian's sole discretion.

Emergency changes required to restore disrupted Cloud Software will follow documented change processes and may not occur during a defined window.

For Client's having the specific right to access a test/non-production environment, maintenance on the test/non-production environment will be performed during business hours with at least one (1) months' notice. No Service Credits will be issued for the test/non-production environment.

5. Exclusions.

This Service Level Agreement (including any associated Service Credits provided form herein) will not apply in the event of any performance issue or failures caused by:

- Circumstances beyond Ellucian's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software (including, without limitation, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for performance under this SLA;

- Failure of access circuits to the Ellucian network or its upstream providers, unless such failure is caused solely by Ellucian;
- Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
- Domain Name Server ("DNS") issues outside the direct control of Ellucian;
- Issues with FTP, POP, IMAP, or SMTP customer access;
- False failures reported as a result of outages or errors of any Ellucian measurement system;
- Client's acts or omissions (or acts or omissions of others engaged or authorized by Client) that interfere with or disrupt the integrity or performance of the Cloud Software, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, SQL, etc.), any negligence, willful misconduct, or misuse of the Cloud Software;
- e-mail or webmail delivery and transmission;
- DNS Propagation; or
- Outages, delays, or latency elsewhere on the Internet that hinder access to the Cloud Software.

Ellucian is not responsible for browser or DNS caching that may make the Cloud Software appear inaccessible when others can still access it.

Ellucian will guarantee only those areas considered under the reasonable control of Ellucian.

Ellucian may change, discontinue or add to this Service Level Agreement from time to time, but will provide sixty (60) days advance notice to Client before materially reducing the benefits offered to Client under this Service Level Agreement.



PROFESSIONAL SERVICES ORDER FORM

This Professional Services Order Form (the "Order Form") is between **Ellucian Company L.P.** ("Ellucian") and **University of Idaho** (the "Client"). This Order Form amends the Software License and Services Agreement dated June 30, 1994 between the parties (the "Agreement") and, collectively, the Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form.

Services (Time and Materials): Ellucian will provide Client with the additional time and materials services identified in the table below, during the period specified in the table. For the avoidance of doubt, these are not "fixed fee" or "not to exceed" services, but rather time and materials services for which Client will pay Ellucian for services rendered at the hourly rate provided for in the table below.

Description ¹	Service Amount	Rate ²	Fee ³
Ellucian CRM Advance Implementation	1,378 person-hours	\$213 per person-hour	\$293,514
Data Conversion Development	240 person-hours	\$90 per person-hour	\$21,600
Project Management	218 person-hours	\$187 per person-hour	\$40,766
TOTAL SERVICES FEE: ⁴			\$355,880

Notes:

- ¹ See Attachment 1 to this Order Form for a description of the services.
- ² Hourly rates specified in this table will be held in place for services rendered on this implementation project for a period beginning on the Execution Date and ending one (1) year later. Hourly rates applicable to services rendered on this implementation project during the second year following the Execution Date will increase by five percent (5%) over the hourly rates applicable during the first year. Thereafter, services will be provided on a time and materials basis at hourly rates equal to Ellucian's then-current list price rates for the services at issue.
- ³ Travel and living expenses are additional and will be billed monthly as Ellucian renders the services. Client is advised that, without limitation, Ellucian personnel rendering services bill for preparation time and follow-up time. Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian as of the Execution Date. The total amount that Client will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.
- ⁴ The pricing contained in this Order Form is valid only if the Execution Date occurs on or before November 30, 2016.

Payment Terms – Time and Materials Services: Ellucian will invoice Client for all time and materials services on a monthly basis in arrears and payments will be due within thirty (30) days from the date of the invoice.

Payment Terms – Expenses and Other Charges: Ellucian will invoice Client for reimbursable expenses and other applicable charges on a monthly basis in arrears and payments will be due within thirty (30) days from the date of the invoice.

Ellucian

By:

DocuSigned by:

Myrna Perry

E44930F6090094A3

Authorized Signature

Name:

Myrna Perry

Printed

Title:

Sr. Director Revenue Recognition

Date:

11/20/2016

Client

By:

DocuSigned by:

Julia McIlroy

B87900A2353649F

Authorized Signature

Name:

Julia McIlroy

Printed

Title:

Director

Date:

11/20/2016

ATTACHMENT 1**Ellucian CRM Advance - Scope of Service****Service Description**

Engagement	Engagement Description	Estimated Ellucian Hours
Project Management Support/Team Lead (Remote)	<ul style="list-style-type: none"> Provide general project support including assistance in scheduling, coordination of Ellucian resources and activities, overall project status to ensure on-time, on-budget implementation. 	218
Ellucian CRM Advance: Core Facilitations (Remote)	<ul style="list-style-type: none"> Lead client through facilitated sessions on best practice use of core modules (Biographic, Contributions, Prospect, Membership, Events, Security, Reporting, and Integration). Determine efficient business flow for key processes based on institutional policies/requirements. 	126
Ellucian CRM Advance: Business Requirements Setup (Remote)	<ul style="list-style-type: none"> Incorporate decisions made in facilitations (Biographic, Contributions, Prospect, Membership, Events and Security) and setup CRM Advance based on institution requirements. 	56
Ellucian CRM Advance: Functional Consulting Support (Remote)	<ul style="list-style-type: none"> Guide client on legacy data cleanup. Provide general support on institution's use of CRM features/functions. 	80
Ellucian CRM Advance: Technical Consulting Support (Remote)	<ul style="list-style-type: none"> Assist client with setup of delivered integration points for Banner ERP using delivered API's. Provide general technical support on CRM features/functions. 	80
Ellucian CRM Advance: Functional Migration Support Services (Remote)	<ul style="list-style-type: none"> Provide functional support to lead client data migration efforts using delivered ETL/Migration toolkit. Areas of assistance may include: <ul style="list-style-type: none"> Lead data mapping for lookup crosswalks. Triage of transformation, load and data validation issues identified during execution of ETL steps (three runs; initial, correction and production go-live). Assist with planning for data validation efforts including refinement of test plans. Identify and document client specific data transformations needed. Act as liaison between client and Ellucian technical data migration resources. 	576
Ellucian CRM Advance: Technical Migration Support Services (Remote)	<ul style="list-style-type: none"> Provide technical support to lead client data migration efforts using delivered ETL/Migration toolkit. Areas of assistance may include: <ul style="list-style-type: none"> Install ETL tool in conversion environment. Execute ETL process up to three times (initial run, correction run, production go-live run) and triage import, transformation, load and data validation issues identified. 	300
Ellucian CRM Advance: Data Conversion Development (Remote)	<ul style="list-style-type: none"> Develop up to six client specific data transformations. <i>Note: This delivery could potentially be off-shored.</i> 	240

Ellucian CRM Advance: Production Readiness Support (Remote)	<ul style="list-style-type: none"> • Work with client to verify status of go-live readiness activities. • Assist client with triaging go-live activities. 	160
	TOTAL	1,836

Project Assumptions:

- Services listed in scope will be delivered remote unless noted as onsite or otherwise negotiated with client as onsite.
- Implementation activities are based on SaaS deployment.
- On-premise federation service setup has been completed.
- Legacy system database readiness activities have been completed and client is on an approved version/platform of an Ellucian solution.
- The Integration Facilitation will focus on Ellucian ERP and other third party integrations with CRM via the Ellucian Ethos Platform using delivered API's.

Client Responsibilities:

- Provide a primary contact for staff to work with.
- Identify the necessary participants for work sessions.
- Participate in work sessions/discussions as needed.
- Client will cooperate with and assist Ellucian as necessary to enable services to be delivered.
- Client will lead all data validation efforts and submit issues for triage.

Out of Scope:

- Items not noted in description above are considered out of scope unless agreed upon by client/Ellucian. Client may request a services estimate for additional assistance.