

**BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026**

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SUBJECT

Board Policy II.R. Retirement Plan Committee – First Reading

REFERENCE

June 2011	Idaho State Board of Education (Board) approved Supplemental Retirement 403(b) Plan document
August 2013	Board approved technical amendments to plan document
February 2014	Board approved amendments to the Supplemental Retirement Benefit Plan
April 2020	Board approved allowance of plan-optional COVID-19 distribution and loan relief related to the CARES Act.
December 2020	Board approved amendments to Policy II.R. to allow the Executive Director to authorize the hiring of consultants for legal and fiduciary plan reviews.
February 2021	Board approved the First Reading of proposed amendments to committee membership at institutions
April 2021	Board approved the Second Reading of proposed amendments

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections II.K.2. and II.R.
Sections 33-107A and 107C, Idaho Code

BACKGROUND/DISCUSSION

The Idaho State Board of Education sponsors several retirement plans for eligible employees at Idaho's public postsecondary institutions, including the Optional Retirement Plan (401(a)), Supplemental 403(b) Plan, and the 457(b) Deferred Compensation Plan.

Section II.R. of the Board's Governing Policies and Procedures establishes the Retirement Plans Committee and delegates certain responsibilities to the Committee related to oversight and administration of the Board-sponsored retirement plans. The proposed amendments streamline Policy II.R. by removing the detailed enumeration of fiduciary duties, trustee responsibilities, and consultant provisions currently set forth in Sections 3.a. through 5, and replacing them with a single reference to the Retirement Plan Governance Charter. The Charter, which is incorporated by reference into the Policy, contains the full governance framework, including fiduciary responsibilities, delegation of authority, reporting requirements, and administrative procedures of the Committee.

The Retirement Plan Governance Charter establishes a structured governance framework that defines fiduciary responsibilities associated with the Board-sponsored retirement plans; clarifies the roles and responsibilities of the Board, the Retirement Plans Committee, and participating institutions; establishes

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procedures for committee membership, meetings, and reporting to the Board; delegates certain administrative and investment oversight responsibilities to the Retirement Plans Committee; and provides guidance for the monitoring of service providers, investment options, and plan administration.

The Retirement Plan Governance Charter is approved by the Board and may be amended by the Board from time to time. In the event of any conflict between Policy II.R. and the Charter, the Policy shall control.

This governance framework aligns with best practices for retirement plan oversight and is intended to improve transparency, accountability, and fiduciary compliance for the Board-sponsored retirement plans.

IMPACT

The proposed amendments to Policy II.R. streamline the Board's governing policy by removing the detailed operational provisions currently embedded in Sections 3.a. through 5 and directing readers to the Retirement Plan Governance Charter for those details. This approach keeps the Board's governing policy concise while allowing the Charter to be updated administratively as needed, subject to Board approval. The amendments do not create new fiscal obligations or alter the substantive governance structure of the retirement plans.

ATTACHMENTS

- Attachment 1 – Proposed Policy Amendments – Clean
- Attachment 2 – Proposed Policy Amendments – Redline
- Attachment 3 – Proposed Retirement Governance Plan Charter

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the first reading of amendments to Policy II.R. as presented in Attachment 1.

The proposed amendments remove Sections 3.a. through 5 from the Policy and add a new Section 4 incorporating the Retirement Plan Governance Charter by reference, providing a cleaner and more flexible governance structure for the Board-sponsored retirement plans.

BOARD ACTION

I move to approve the first reading of Board Policy II.R., the Retirement Plan Committee as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: II. HUMAN RESOURCES
SUBSECTION: R. Retirement Plan Committee

June 2026

1. The Retirement Plan Committee is a special committee of the Board. The Committee provides stewardship of the retirement plans sponsored by the Board for the exclusive benefit of participants and their beneficiaries. The Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures.
2. The Committee shall consist of five or more members appointed by, and serving at the pleasure of, the Board. The chair of the Committee shall be appointed by the Board President and shall be a Board member. Other members of the Committee shall include at least two participants in the sponsored plans: at least one representative from a public four-year institution and at least one representative from a community or technical college. At least two members shall be private sector members who are knowledgeable about financial markets. All committee members should have investment, legal or benefits management expertise sufficient to evaluate the risks associated with the Committee's purpose. A quorum of any meeting of the Committee shall consist of a majority of the members. Committee members shall not be compensated for their service on the Committee. The Committee will meet as needed, but not less than semi-annually. The Committee is supported by the Board's Chief Fiscal Officer and by the Board's outside tax counsel.
3. Board-sponsored plans include the 401(a) Optional Retirement Plan (ORP), and the 403(b) and 457(b) voluntary deferred compensation plans (collectively referred to hereinafter as "Plan" or "Plans"). The Board has authority to manage and control the Plans' operation and administration. The Board retains exclusive authority to amend the Plans and select trustees/custodians.
4. The governance, fiduciary responsibilities, delegation of authority, reporting requirements, and administrative procedures of the Committee are further detailed in the Retirement Plan Governance Charter, which is incorporated by reference into this Policy. The Retirement Plan Governance Charter shall be approved by the Board and may be amended by the Board. In the event of any conflict between this Policy and the Charter, this policy shall control.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: II. HUMAN RESOURCES
SUBSECTION: R. Retirement Plan Committee

~~June 2026~~ April 2024

1. The Retirement Plan Committee is a special committee of the Board. The Committee provides stewardship of the retirement plans sponsored by the Board for the exclusive benefit of participants and their beneficiaries. The Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures.
2. The Committee shall consist of five or more members appointed by, and serving at the pleasure of, the Board. The chair of the Committee shall be appointed by the Board President and shall be a Board member. Other members of the Committee shall include at least two participants in the sponsored plans: at least one representative from a public four-year institution and at least one representative from a community or technical college. At least two members shall be private sector members who are knowledgeable about financial markets. All committee members should have investment, legal or benefits management expertise sufficient to evaluate the risks associated with the Committee's purpose. A quorum of any meeting of the Committee shall consist of a majority of the members. Committee members shall not be compensated for their service on the Committee. The Committee will meet as needed, but not less than semi-annually. The Committee is supported by the Board's Chief Fiscal Officer and by the Board's outside tax counsel.
3. Board-sponsored plans include the 401(a) Optional Retirement Plan (ORP), and the 403(b) and 457(b) voluntary deferred compensation plans (collectively referred to hereinafter as "Plan" or "Plans"). The Board has authority to manage and control the Plans' operation and administration. The Board retains exclusive authority to amend the Plans and select trustees/custodians.
 - ~~a. The Committee shall report at least annually to the Board.~~
 - ~~b. The Committee members shall sign a conflict of interest disclosure questionnaire.~~
 - ~~c. The Board delegates execution of the following fiduciary responsibilities with respect to the Plans to the Committee:~~
 - ~~i. Establishing, periodically reviewing, and maintaining a written investment policy, including investment allocation strategies.~~
 - ~~ii. Overseeing administration of the Plans in accordance with the investment policy, including:~~
 - ~~a) Selecting an appropriate number and type of investment asset classes and management styles for Plan participants, including default investment elections.~~
 - ~~b) Establishing performance criteria and benchmarks for selected asset classes.~~
 - ~~c) Researching, selecting, and withdrawing Plan investments as appropriate for specified asset classes or styles.~~
 - ~~d) Reviewing communication methods and materials to ensure that Plan participants receive adequate investment education and performance information.~~

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GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES

SUBSECTION: R. Retirement Plan Committee

~~April 2024~~ June 2026

- ~~e) Ensuring the Committee and the Plans comply with applicable laws, regulations, and the terms of the Plan pertaining to investments.~~
 - ~~iii. Reviewing and monitoring investment performance, including the reasonableness of investment fees, against appropriate benchmarks and in accordance with the investment policy.~~
 - ~~iv. Managing the Plans to ensure regulatory compliance pertaining to Plan investments, including required Plan amendments and document retention;~~
 - ~~v. Monitoring the Plans' vendors and implementation of contractual service arrangements;~~
 - ~~vi. Advising the Board on selection or termination of the Plans' trustee(s)/custodian(s);~~
 - ~~vii. Monitoring for reasonableness and consistency with the Plans' terms any investment product fees and charges passed through to Plan participants; and~~
 - ~~viii. Retaining consultants, subject to approval by the Board's executive director, as noted in Section 5.~~
- ~~4. The trustee(s) and/or custodian(s) of the sponsored plans will be responsible for holding and investing the Plans' assets in accordance with the terms of the Trust/Custodial Agreement.~~
- ~~5. The Committee may recommend to the Board's executive director the engagement of outside consultants and/or other professionals. The services of consultants and other professionals may include, but are not limited to:~~
- ~~a. Providing formal reviews of the performance of the investment options. Such reviews shall be based on established criteria and shall include recommendations for changes where appropriate;~~
 - ~~b. Advising the Committee of any recommended modifications to the investment structure of the Plans; and~~
 - ~~c. Advising the Committee as to the appropriate performance benchmarks for the investment options.~~
 - ~~d. Advising the Committee as to the effectiveness of vendors and assisting in periodic review and/or vendor searches.~~
 - ~~e. Providing legal counsel to the Board regarding plan administration.~~
 - ~~f. As determined by the Plans, payment for fees may be made from record keeping fees established within the Plans.~~
4. The governance, fiduciary responsibilities, delegation of authority, reporting requirements, and administrative procedures of the Committee are further detailed in the Retirement Plan Governance Charter, which is incorporated by reference into this Policy. The Retirement Plan Governance Charter shall be approved by the Board and may be amended by the Board. In the event of any conflict between this Policy and the Charter, this policy shall control.

Original Adoption Date: Month Day, Year

Last Amendment Date: Month Day, Year

**Idaho State Board of Education
Retirement Plan Governance Charter**

I. Purpose and Objectives

The purpose of this Governance Charter (“Charter”) is to create a structured framework that identifies and clarifies the appropriate plan fiduciaries and the delegation of administrative and fiduciary functions for the retirement plans (the “Plans”) sponsored by the **Idaho State Board of Education** (“Plan Sponsor” or “Board”) as listed below.

Plan Name	Type
Optional Retirement Plan	401(a)
Tax Deferred 403(b) Plan	403(b)
457(b) Deferred Compensation Plan	457(b)
Supplemental Retirement 403(b) Plan	403(b)

This Charter defines the fiduciary responsibility of the Plan Sponsor and the delegation of certain rights, powers and duties for the Plans to the Retirement Plan Committee (“Committee”), who shall serve as fiduciaries of the Plans for those fiduciary duties delegated by the Plan Sponsor under and pursuant to this Charter. The Board shall retain the authority and decision rights except as expressly provided herein.

II. Fiduciary Authority and Responsibilities Under the Plan

Fiduciaries of retirement plans have special responsibilities under the Internal Revenue Code (“Code”) and State law. Fiduciaries include those individuals who:

- a) exercise discretionary authority or control over the management of retirement plans or exercise any authority or control over the management or disposition of plan assets;
- b) render investment advice for a fee or other compensation (direct or indirect) as to plan assets; or
- c) have discretionary authority or discretionary responsibility in the administration of employee benefit plans.

Therefore, the Plan Sponsor may act as a fiduciary when making fiduciary decisions. However, the Plan Sponsor is not a fiduciary when acting as a “settlor.” The Plan Sponsor shall bear the responsibility for all fiduciary duties except to the extent prudently delegated to a third party. Therefore, to the extent the Plan Sponsor delegates fiduciary duties to the Committee, the Committee will likewise be a fiduciary. The objectives as they relate to fiduciary responsibility and maintenance and operation of the Plans are to:

- a) Maintain the Plans for the exclusive benefit of participants while avoiding any prohibited transactions and/or conflicts of interest;
- b) Act for the exclusive purpose of providing Plan benefits and defraying reasonable expenses of Plan administration;
- c) Exercise prudence in all respects while executing fiduciary responsibilities;
- d) Diversify designated investment alternatives available to participants under the Plans; and,
- e) Ensure conformity of each Plan’s operations to the Plan document provisions and applicable law.

Original Adoption Date: Month Day, Year

Last Amendment Date: Month Day, Year

Fiduciaries who fail to meet the responsibilities delineated herein may be personally liable for breach of fiduciary duty. **However, the Plan Sponsor indemnifies and holds harmless each member of the Committee for an alleged breach of fiduciary duty, except in the case of the delegate's gross negligence or willful misconduct.**

III. Committee Membership

Pursuant to the Idaho State Board of Education Governing Policies and Procedures, Section II, Subsection R, and as stated below, the Board delegates certain responsibilities for the Plans to the Committee, which shall be organized as described below.

- a) The Committee's membership shall consist of five or more members as follows:
 - i. *Committee Chair.* The Chair of the Committee shall be appointed by the Board President and shall be a Board member. The Board may at any time remove the Chair and appoint another Chair. If the Chair is no longer a Board member, the Chair will automatically be removed from the Committee without additional action required by the Board. If the Chair resigns or is removed from the Committee, the Board shall appoint a new Chair at its next meeting.
 - ii. *Campus Participants.* Each campus that participates in the Optional Retirement Plan shall have a seat on the Committee with the Director of Human Resources (or such equivalent position) as the Committee member. However, at the discretion of the Director of Human Resources, the Director may delegate another member of the Human Resources Department (or such equivalent department) to serve on the Committee and if desired, an alternate who may participate if the delegate is unavailable. It is the Director's responsibility to ensure that the delegates have sufficient skills and understanding of the campus' needs as it relates to the Plans. The Director of Human Resources may at any time remove the delegate and delegate another individual or join the Committee themselves. If any individual who is a campus member of the Committee ceases to be an employee, they shall automatically be removed from the Committee without any requirement for action by the Board or Committee or any notice to the individual.
 - iii. *Community Members.* At the Board's discretion, the Board may add at least two members shall be private sector members from the community who are knowledgeable about financial markets. The Board may at any time remove a designated community member. The Board may, at its discretion, replace the member with another member of the community or elect to leave the seat open.
 - iv. All Committee members should have investment, legal, or benefits experience sufficient to assist in the discharge of the Committee's duties and further the Committee's purpose.
- b) Consistent with the Board's Governing Policies and Procedures, the Committee may establish necessary procedures to carry out its responsibilities.
- c) Upon selection to serve on the Committee, members will complete the Fiduciary Committee Member Acknowledgement of Responsibilities. No individual shall serve on the Committee if they have a conflict of interest, except that no person shall be disqualified from service by reason of the fact that the person is or becomes a participant in the Plans.

IV. Committee Procedures

The Committee shall ensure the execution of its responsibilities with respect to the Plans. Such execution of responsibilities shall include, but is not limited to:

Original Adoption Date: Month Day, Year

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- a) *Committee Chair.* The Chair shall be responsible for the preparation of the meeting agenda, meeting materials, and conducting the meeting.
- b) *Quorum.* A quorum for the transaction of business at any Committee meeting shall consist of the majority of the members of the Committee. Once a quorum has been established, the quorum shall continue to exist until the meeting has been adjourned.
- c) *Majority Decisions.* Any action of the Committee may be taken by a simple majority of those members present at a meeting, with or without the concurrence of the minority. In the event of a deadlock, the matter shall be decided by the Committee Chair.
- d) *Delegation to Act on Behalf of Committee.* The Committee may delegate in writing one or more of its members to act on its behalf or to give notice in writing of any action taken by the Committee. The Committee may appoint such officers and/or subcommittees (the members of which need not be members of the Committee) with such powers as it shall determine and may authorize them to execute or deliver on behalf of the Plans.
- e) *Committee Rules.* Subject to the limitations of the Plans, the Committee shall from time to time establish rules for the administration of the Committee and the transaction of its business, including the times and places for holding meetings and the notices to be given with respect to such meetings.
- f) *Frequency of Meetings.* Except to the extent that the Committee shall otherwise determine, meetings of the Committee shall be held at least once each semi-annual period.
- g) *Reports to the Board.* Periodically, but not less than annually, the Committee shall present a report to the Board. The report shall contain a summary of the Committee's activities, including an overview of the administrative and investment actions taken related to the Plans, as well as any additional information deemed appropriate by either the Committee or the Board. The Committee Chair will provide such reports in writing or present updates to the Board verbally. The Chair may request the attendance of other Committee members or service providers as the Chair deems helpful to the Board.

V. Plan Administrative Responsibilities

The Board retains the authority to manage and control the Plans' operations and administration. To the extent allowable under applicable law and except as limited in Section VII below, the Board hereby delegates the following administrative responsibilities to the Committee related to the Plans:

- a) *Plan Administration.* Discretionary authority for controlling and managing the operation and administration of the Plans, including resolving all questions arising in the administration, interpretation, and application of the Plans. However, the Board's Executive Director and Chief Financial Officer will have final decision-making authority for any benefit appeals.
- b) *Rules for Plan Administration.* Making and enforcing rules and prescribing procedures for efficient administration of the Plans to the extent consistent with the Plans, including procedures to be followed by participants in filing applications for benefits, handling claims for benefits and appeals, and the furnishing of evidence necessary to establish rights to such benefits.

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- c) *Records*. Maintaining all records necessary for the administration of the Plans, other than those maintained by the recordkeeper, including maintaining written records of all recommendations and decisions as well as the decision-making processes for which the Committee has authority and responsibility.
- d) *Plan Interpretation*. Applying, construing, and interpreting the Plans in a discretionary manner, making factual determinations thereunder, and determining the amount, manner, and time of payment of any benefits, provided that any benefit appeals will go to the Board's Executive Director and Chief Financial Officer for a final decision.
- e) *Delegation*. Delegating and/or allocating general or specific authority to the Chair, or any other individual or entity, to act on behalf of the Committee with respect to the Plans.
- f) *Plan Amendments*. Reviewing and recommending for adoption to the Board amendments to the Plan documents and/or policies.
- g) *Reporting*. Review consolidated financial reporting for the Plans, including governmental reporting.
- h) *Audit Reports*. Review any financial audit reports.
- i) *Oversight*. Provide general oversight of the Plans' compliance with applicable laws and/or regulations and recommend to the Board such other actions as are necessary or desirable in connection with the administration of the Plans.
- j) *Third-Party Providers*. Recommend to the Executive Director of the Board consultants, auditors and other advisers to the Plans as appropriate to assist with the aforementioned responsibilities. Any recommendations for trustees, custodians, or recordkeepers will be made to the Board for approval.
- k) *Monitoring of Service Providers*. Monitoring and evaluating the recordkeeper/administrator and other parties hired to perform delegated responsibilities to ensure reasonableness of fees and appropriate execution of delegated responsibilities. Recommend to the Board's Executive Director the termination of any such service providers, except for the trustees, custodians, and recordkeepers, which shall go to the Board.
- l) *Expenses*. Establishing policies and procedures to allocate reasonable expenses incurred by the Plan.
- m) *Tax-Qualification*. Obtaining approval of the tax-qualified status of the Plans, as appropriate and available, and monitoring any corrective actions for qualification failures that have been implemented and that the correction process has been appropriately documented.

The Committee may take such other and further actions with respect to the administration of the Plans as are consistent with this Charter or as are set forth in the documents of the Plans or their related trusts or contracts, or which the Committee determines in its discretion are in the best interests of the Plans and participants.

VI. Plan Investment Responsibilities

To the extent allowable under applicable law and except as limited in Section VII below, the Board hereby delegates the investment responsibilities provided below to the Committee related to the Plans. The Committee's investment-related responsibilities shall include, but shall not be limited to, the following:

- a) *Investment Professionals*. As determined necessary by the Committee, the Committee may select and enter into agreements with investment managers.

Original Adoption Date: Month Day, Year

Last Amendment Date: Month Day, Year

The Committee may also terminate, replace, amend or restate agreements with any investment manager as the Committee deems necessary and prudent.

The Committee shall recommend for hire to the Board's Executive Director an Investment Consultant to assist the Committee with selecting and monitoring investments.

- b) *Investment Policy.* In consultation with the Investment Consultant, develop investment objectives, guidelines and performance measurement standards consistent with the needs of the investments of the Plans as documented in an Investment Policy Statement, which shall be established by, reviewed by and maintained by the Committee.
- c) *Selection of Investments.* In consultation with the Investment Consultant, select investment funds for the Plans, ensuring their proper diversification, and monitoring their performance against appropriate benchmarks.
- d) *Communications.* Communicate the Plans' provisions to participants as required by applicable law and oversee information provided to participants on the nature and characteristics of the investment alternatives available in the Plans to assist participants with making prudent asset allocation decisions.
- e) *Selection of Default Investment Alternative.* Determine the default investment to be used if a participant does not make an investment election.
- f) *Monitoring Investments.* In consultation with the Investment Consultant, provide on-going monitoring with respect to the investments of the Plans in the context of established standards of performance and taking whatever corrective action is deemed prudent and appropriate if objectives are not being met or if policies and guidelines are not being followed.
- g) *Monitoring Fees and Expenses.* Monitor the performance and reasonableness of investment costs and investment professional fees and take any such actions deemed prudent and appropriate related to investment costs and investment professional fees.
- h) *Investment Reports.* Receive, review and maintain on file reports of the Plans' financial conditions.

The Committee may take such other and further actions with respect to the investments of the Plans as are consistent with this Charter or as are set forth in the documents of the Plans or their related trusts or contracts, or which the Committee determines in its discretion are in the best interests of the Plans and participants.

VII. Employer Contribution Policy for Optional Retirement Plan (ORP)

The Idaho State Board of Education establishes the following policy regarding employer contributions for participants in the Optional Retirement Plan (ORP) (Idaho Code § 33-107A).

- a) *Redirection of Expired PERSI Amortization Contribution.* Effective July 1, 2025, the employer contribution amount previously allocated to the 1.49% Public Employee Retirement System of Idaho (PERSI) amortization requirement must be redirected and applied to the employer contribution for all ORP 401(a) participants.
- b) *Application.* This redirection will remain in effect unless amended by the Board or superseded by statute.
- c) *Parity Objective.* It is the policy objective of the Board to maintain equitable employer retirement contribution rates for ORP participants at Idaho's four-year public institutions by aligning ORP employer

Original Adoption Date: Month Day, Year

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contribution rates with the PERSI employer contribution rate, less any amounts required for total disability insurance, but not less than five percent (5%) of each participant's salary, as permitted by law.

- d) *Implementation.* Institutions must implement this policy through their budgeting, payroll, and administrative processes and to ensure timely and accurate employer contributions consistent with this Charter and applicable law.
- e) *Compliance and Oversight.* Institutions are required to comply with this policy and shall make such records available as necessary to demonstrate compliance. The Retirement Plan Committee shall provide oversight and may report compliance issues or recommended corrective actions to the Board.

VIII. Board Authority Reserved

Notwithstanding the above delegations, the Board reserves the authority:

- a) To revoke any and all delegation to the Committee at any time and for any reason;
- b) To review, revise and amend the roles and responsibilities of the Committee and to revise this Charter accordingly;
- c) To periodically review the Committee to ensure that it is performing the duties delegated to it under this Charter;
- d) To review, revise, and approve the adoption, termination, merger or spin-off of a Plan;
- e) To review and approve any amendment to the Plans; and
- f) To review and approve any contract with the trustee, custodian, or recordkeeper.

IX. Duties Delegated to Campuses

As the Plans include employees from multiple campuses, certain duties are delegated to the individual campuses as follows:

- a) Determine employee eligibility to participate in the Plans in accordance with applicable Plan document provisions.
- b) Enroll participants in the Plans in accordance with applicable Plan document provisions.
- c) Ensure the timely deposit of participant salary deferrals and employer contributions to the participants' accounts under the Plans.
- d) Approve and administer participant loans and distributions in accordance with applicable Plan document provisions.

X. Construction

This Charter shall not be interpreted to limit the discretion of the Plan Sponsor. The Plan Sponsor, by its Board, reserves the discretion to make exceptions to this Charter as may be appropriate.

As used herein, the term "participants" shall be deemed to include participants and their beneficiaries, as appropriate.

Original Adoption Date: **Month Day, Year**

Last Amendment Date: **Month Day, Year**

XI. Charter Review and Amendment

This Charter shall be reviewed periodically by the Board and amended, restated, replaced or terminated as determined by the Board.

XII. Plan Document Coordination

In the event of any conflict between the provisions of this Charter, or any delegation of authority made pursuant to this Charter, and the provisions of any of the Plan documents, the terms of the Plan document shall govern.

XIII. Fiduciary Responsibility

The Committee shall discharge its duties with respect to the Plans solely in the interest of the participants and beneficiaries. The fiduciaries are to perform their duties with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

AS AUTHORIZED PURSUANT TO THE IDAHO STATE BOARD OF EDUCATION POLICIES AND PROCEDURES AND EXECUTED FOR THE COMMITTEE:

BY:

Signature

Date

Printed Name

Title

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026

SUBJECT

Board Policy V.N. – Grants and Contract – First Reading

REFERENCE

December 2011	Board approved the first reading to amend Board policy Section V.N.
February 2012	Board approved the second reading to amend Board policy Section V.N.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.N.
Idaho Code §33-107A and 107C

BACKGROUND/DISCUSSION

Board Policy V.N. governs the approval and acceptance of grants and contracts and establishes indirect cost recovery rates applicable to institutions and agencies under the governance of the Board. The proposed amendments make several substantive updates to Policy V.N.

First, a new Section 1 is added to define key terms used throughout the policy, including “Agency,” “Agency under the governance of the Board,” “Long-term programs or projects” (programs or projects that demonstrate prior operations in two or more fiscal years), and “Short-term programs or projects” (programs and projects with operations in less than two fiscal years). These definitions provide clarity and consistency in how the policy is applied across institutions and agencies.

Second, the cost sharing and matching contribution language in the approval of grant and contract applications section is updated. The prior statement that “Cost sharing or other types of in-kind matching requirements are not considered as dedicated commitments” is replaced with a more precise provision clarifying that cost sharing, in-kind matching contributions, and other non-cash commitments required as a condition of federal award or as a mandatory matching requirement under a state administered federal program do not constitute dedicated commitments for purposes of the approval threshold and do not independently trigger the executive director approval requirement.

Third, the indirect cost recovery provisions for state grants and contracts are updated. The prior flat prohibition on indirect cost recovery for state-funded contracts with the Office of the State Board of Education (OSBE) or an agency under the governance of the Board is replaced with a tiered rate structure: long-term programs or projects (those that demonstrate prior operations in two or more fiscal years) will be subject to an eight percent (8%) indirect cost recovery rate, while short-term programs or projects (those with operations in less than two fiscal years) will be subject to a four percent (4%) rate.

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Fourth, the amendment removes the prior provision allowing chief executive officers to reduce or waive indirect cost recovery rates at their discretion, along with the associated annual reporting requirement.

Fifth, the section regarding Restrictions on Contract Services has been removed.

IMPACT

The proposed amendments clarify and modernize the Board’s grants and contracts policy. The new definitions section reduces ambiguity in policy application. The revised cost sharing and matching contribution language provides greater precision regarding which commitments trigger the executive director approval threshold. The revised indirect cost recovery rates for state-funded contracts establish a structured approach that replaces the prior prohibition and discretionary waiver process.

ATTACHMENTS

Attachment 1 – Proposed Policy Amendments – Clean
Attachment 2 – Proposed Policy Amendments – Redline

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the first reading of amendments to Policy V.N. as presented in Attachment 1.

The proposed amendments add defined terms, update the cost sharing and matching contribution language for grant approvals, updates the indirect cost recovery rates for state-funded contracts, and removes discretionary waiver authority as well as previous language that posed restrictions on contract services.

BOARD ACTION

I move to approve the first reading of Board Policy V.N., Grants and Contracts as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: N. Grants and Contracts

June 2026

1. Definitions

- a. Agency: The Office of the State Board of Education and the agencies under the governance of the Board.
- b. Agency under the governance of the Board: The State Department of Education, the Division of Career Technical Education, the Public Charter School Commission, the Division of Vocational Rehabilitation, and Idaho Public Television.
- c. Long-term programs or projects: To qualify as a long-term program or project for the purposes of indirect cost recovery rate, a program or project at an Idaho public institution of higher education shall demonstrate prior operations in two or more fiscal years.
- d. Short-term programs or projects: Programs and projects with operations in less than two fiscal years.

2. Approval of Grant and Contract Applications

All applications for grants and contracts in excess of one million dollars (\$1,000,000) that require the institution or agency to dedicate current funds or facilities or will obligate the institution or agency or state to dedicate future funding or facilities require approval by the executive director. . Cost sharing, in-kind matching contributions, and other non-cash commitment required as a condition of federal award or as a mandatory matching requirement under a state administered federal program do not constitute dedicated commitments for purposes of this section and do not independently trigger the executive director approval requirement. If there is no dedicated funding or facilities obligation, the application may be approved by the chief executive officer of the institution or agency or his or her designee. When requests for approval of such applications are presented to the executive director the following information shall be included:

- a. Agency to which application is made.
- b. Amount of the proposal.
- c. Period of the grant or contract.
- d. Purpose of the grant or contract.
- e. Nature of obligations including amount of funds involved or facilities to be committed.

**Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES****SECTION: V. FINANCIAL AFFAIRS****SUBSECTION: N. Grants and Contracts**June 2026

3. Acceptance of Grants and Contracts

Grants and contracts accepted by an institution or agency shall be reported to the Board in August of each year, when the amount of the grant or contract award exceeds one million dollars (\$1,000,000). The following information must be provided:

- a. Name of grantor or contract.
- b. Amount of the grant or contract.
- c. Grant or contract period.
- d. Purpose of the grant or contract.
- e. Indicate nature of institution or agency's obligations in the form of dedicated funding or dedication of significant facilities.

3. Facilities and Administrative Indirect Cost Recovery

- a. The following indirect cost recovery rates will be used by institutions, the Office of the State Board of Education, and agencies under the governance of the Board for grant and contract services:
 - i. For grants and contracts with the federal government:
 - 1) The indirect cost recovery rates are those negotiated between the institution or agency and the federal government.
 - 2) The indirect cost recovery rate may vary from one classification (e.g. research, instruction, public service/outreach, etc.) to another, but institutions and agencies are encouraged to maximize indirect cost recovery rates.
 - 3) Institutions or agencies may accept indirect cost recovery rates below the institution's/agency's negotiated rate when federal laws, federal programs or policies of the federal agencies limit the rate.
 - ii. For state grants and contracts between an institution and the Office of the State Board of Education or an agency under the governance of the Board, and using state funds, the following will apply:
 - 1) Long-term programs or projects: The indirect cost recovery rate will be eight (8) percent.
 - 2) Short-term programs or projects: The indirect cost recovery rate will be four (4) percent.
 - iii. Except as provided above, for grants and contracts with a State of Idaho office, department, agency, authority, commission, board, institution, hospital, college,

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university or other instrumentality thereof, the indirect cost recovery rate is twenty percent (20%) of the total direct cost; provided however, if the funding is federal pass-through, then paragraph one (1) applies.

- iv. For grants and contracts with any political subdivision of the State of Idaho as defined in Idaho Code §6-902(2):
 - 1) The indirect cost recovery rate is no less than twenty percent (20%) of the total direct cost unless the funding is federal pass through;
 - 2) If the funding is federal pass-through, then paragraph (1) applies.
- v. For grants and contracts with private entities, whether for-profit or non-profit, indirect cost recovery shall be charged at the full indirect cost recovery rate proposed to the federal government at the last rate negotiation which represents the institution's full cost of doing business.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: N. Grants and Contracts

~~February 2012~~ June 2026

1. Definitions

- a. Agency: The Office of the State Board of Education and the agencies under the governance of the Board.
- b. Agency under the governance of the Board: The State Department of Education, the Division of Career Technical Education, the Public Charter School Commission, the Division of Vocational Rehabilitation, and Idaho Public Television.
- c. Long-term programs or projects: To qualify as a long-term program or project for the purposes of indirect cost recovery rate, a program or project at an Idaho public institution of higher education shall demonstrate prior operations in two or more fiscal years.
- d. Short-term programs or projects: Programs and projects with operations in less than two fiscal years.

~~1.~~ 2. Approval of Grant and Contract Applications

All applications for grants and contracts in excess of one million dollars (\$1,000,000) that require the institution or agency to dedicate current funds or facilities or will obligate the institution or agency or state to dedicate future funding or facilities require approval by the executive director. ~~Cost sharing or other types of in-kind matching requirements are not considered as dedicated commitments.~~ Cost sharing, in-kind matching contributions, and other non-cash commitment required as a condition of federal award or as a mandatory matching requirement under a state administered federal program do not constitute dedicated commitments for purposes of this section and do not independently trigger the executive director approval requirement. If there is no dedicated funding or facilities obligation, the application may be approved by the chief executive officer of the institution or agency or his or her designee. When requests for approval of such applications are presented to the executive director the following information shall be included:

- a. Agency to which application is made.
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- d. Purpose of the grant or contract.
- e. Nature of obligations including amount of funds involved or facilities to be committed.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
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~~February 2012~~ June 2026

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- a. Name of grantor or contract.
- b. Amount of the grant or contract.
- c. Grant or contract period.
- d. Purpose of the grant or contract.
- e. Indicate nature of institution or agency's obligations in the form of dedicated funding or dedication of significant facilities.

3. Facilities and Administrative Indirect Cost Recovery

a. The following indirect cost recovery rates will be used by institutions, the Office of the State Board of Education, and agencies under the governance of the Board for grant and contract services:

- i. For grants and contracts with the federal government:
 - 1) The indirect cost recovery rates are those negotiated between the institution or agency and the federal government.
 - 2) The indirect cost recovery rate may vary from one classification (e.g. research, instruction, public service/outreach, etc.) to another, but institutions and agencies are encouraged to maximize indirect cost recovery rates.
 - 3) Institutions or agencies may accept indirect cost recovery rates below the institution's/agency's negotiated rate when federal laws, federal programs or policies of the federal agencies limit the rate.

ii. For state grants and contracts between an institution and~~with or administered by~~ the Office of the State Board of Education or an agency under the governance of the Board, ~~the Division of Career Technical Education, or the Division of Vocational Rehabilitation and using state funds~~, the following will apply: no indirect cost recovery is allowed.

- 1) Long-term programs or projects: The indirect cost recovery rate will be eight (8) percent.
- 2) Short-term programs or projects: The indirect cost recovery rate will be four (4) percent.

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~~ii.~~

- iii. Except as provided above, for grants and contracts with a State of Idaho office, department, agency, authority, commission, board, institution, hospital, college, university or other instrumentality thereof, the indirect cost recovery rate is twenty percent (20%) of the total direct cost; provided however, if the funding is federal pass-through, then paragraph one (1) applies.
- iv. For grants and contracts with any political subdivision of the State of Idaho as defined in Idaho Code §6-902(2):
 - 1) The indirect cost recovery rate is no less than twenty percent (20%) of the total direct cost unless the funding is federal pass through;
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- v. For grants and contracts with private entities, whether for-profit or non-profit, indirect cost recovery shall be charged at the full indirect cost recovery rate proposed to the federal government at the last rate negotiation which represents the institution's full cost of doing business.

~~b. Reduction or Waiver of Cost Recoveries~~

- ~~i. Notwithstanding the indirect cost recovery rates established above, for good cause, the chief executive officer or his or her designee of the institution or agency is authorized to reduce or waive indirect cost recoveries.~~
- ~~ii. Discretionary reductions or waivers of indirect costs must be reported to the Board office in August of each year.~~

~~4. Restrictions on Contract Services~~

- ~~a. Research or consultant entities of agencies and institutions under the governance of the Board may not bid on contract services when it appears that the contract services are reasonably available from the private sector. If the product of contract work is to be privileged or its dissemination restricted, the agency or institution may not undertake the contract work without the written approval of the chief executive officer of the agency or institution.~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026

SUBJECT

Boise State University – Campus Master Plan Update (2025-2034)

REFERENCE

March 1997	1997 Campus Master Plan was presented to the Idaho State Board of Education (Board)
October 2005	2005 Campus Master Plan was presented to the Board
February 2008	Expansion of boundaries and Master Plan update was presented to the Board
April 2015	2015 Master Plan update presented to the Board
June 2015	2015 Master Plan update approved by the Board
December 2025	2025 Master Plan Executive Summary Information Item

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Policy V.K.2

BACKGROUND/DISCUSSION

Roughly every ten years, Boise State University evaluates and recommends long-term facility and infrastructure projects through a comprehensive Campus Master Plan. This document serves as a strategic guide for the university’s leadership to help make informed decisions that shape the future of our physical environment.

The Boise State Master Plan was originally created in 1997, and was updated in 2005, 2008 and 2015. In June of 2021, Boise State adopted a new strategic plan, “Blueprint for Success” and in late 2023, BSU determined an update to the Master Plan was needed to complement the new Strategic Plan. Ayers Saint Gross (ASG) from Tempe, Arizona was selected through a qualification-based selection process and retained to guide the university through this update process.

A diverse array of stakeholders including students, staff, faculty, community members, and local partners - such as the City of Boise and ACHD - were engaged throughout the planning process to ensure that the plan reflects the collective aspirations and needs of our community. By understanding enrollment trends and anticipating evolving demographics and programmatic growth, a plan has been created that is both practical and forward-thinking.

Unlike the previous plans, the 2025 Master Plan is a focused 10-year roadmap, grounded in realistic projections and achievable goals. This plan not only addresses immediate priorities but also sets the stage for future exploration and growth, ensuring Boise State remains a dynamic and resilient institution.

Following Board approval, Boise State staff will make a formal request to the Boise City Council to integrate this campus master plan update into the City’s Comprehensive Plan, *Blueprint Boise*.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026

IMPACT

The updated Master Plan will serve as the framework and guidance for the development of the Boise State campus for the next 10 years. This plan will guide future facility and infrastructure projects with a detailed capital improvement plan and also support strategic concepts that remain in planning or feasibility stages.

ATTACHMENTS

Attachment 1 - Boise State University Campus Master Plan Update (2025 - 2034)

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the Boise State University (BSU) Campus Master Plan Update (2025–2034) which provides a strategic framework to guide BSU’s campus development over the next decade. The plan aligns with BSU’s mission and strategic priorities by supporting student success, expanding research capacity, improving campus infrastructure, and strengthening partnerships with the surrounding community.

BSU’s Master Plan provides a ten-year roadmap for facility and infrastructure improvements informed by stakeholder engagement and additionally provides feasible projections for enrollment and campus growth. This serves as a planning document for BSU in which individual capital projects distinguished in the plan will eventually be brought forward to the Board for approval as they progress.

Board staff recommends approval.

BOARD ACTION

I move to approve the Boise State University Campus Master Plan Update (2025-2034) as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

10-YEAR CAMPUS MASTER PLAN

2025-2034



BOISE STATE UNIVERSITY

2025-2035

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EXECUTIVE SUMMARY

VISION AND PURPOSE OF THE MASTER PLAN

Every decade, Boise State University embarks on a transformative journey to assess and reimagine its campus through a comprehensive Campus Master Plan. This visionary plan serves as a strategic guide for the university's leadership to help make informed decisions that shape the future of our physical environment.

Engaging a diverse array of stakeholders — including students, staff, faculty, community members, and local partners such as the City of Boise and ACHD — we gather in-depth data to ensure the plan reflects the collective aspirations and needs of our community. By understanding enrollment trends, and anticipating the evolving demographics and programmatic growth, we craft a plan that is both practical and forward-thinking.

Unlike previous plans, the 2025 Master Plan is a focused 10-year roadmap, grounded in realistic projections and achievable goals. While we cannot predict every change the next decade will bring, we are committed to outlining projects that are poised for success and exploring innovative possibilities that align with our long-term vision. This plan not only addresses immediate priorities but also sets the stage for future exploration and growth, ensuring Boise State remains a dynamic and resilient institution.



INSTITUTIONAL MISSION ALIGNMENT

It is important to anchor to the mission and vision of Boise State when considering the future of the physical campus environment.

OUR MISSION

Boise State provides an innovative, transformative, and equitable educational environment that prepares students for success and advances Idaho and the world.

OUR VISION

To be a premier student-success driven research university innovating for statewide and global impact.

THEMES

- Foster Student Success
- Advance Idaho
- Strengthen a Culture of Innovation and Global Impact



STRATEGIC PLAN GOALS

Likewise, it is crucial that the Strategic Plan Goals form the supporting pillars of the Master Plan.

1
**Improve
Educational
Access and
Student Success**

2
**Innovation for
Institutional
Impact**

3
**Advance
Research and
Creative Activity**

4
**Foster
Thriving
Community**

5
**Trailblaze
Programs and
Partnerships**

The primary reason for the Master Plan and the 10-Year Capital Improvement Plan and Projects are to support the Strategic Plan goals.

STRATEGIC PRIORITIES AND GUIDING PRINCIPLES

DIFFERENT APPROACH TO MASTER PLAN

| TEN YEAR TIME FRAME

- The last iteration of the Campus Master Plan spanned 30 years. While aspirational, the plan was not necessarily a reflection of what was realistic. Switching to the 10-year format, that includes robust stakeholder involvement, sets the university up for success.

| LAND USE PLAN

- To support greater flexibility and innovation, this 10-year plan introduces a Land Use Plan approach, replacing the fixed building footprints of the previous 30-year plan. This shift allows future development to adapt more easily to evolving needs and encourages cross-disciplinary collaboration. By planning for dynamic research zones, for example, rather than single-purpose buildings, we position ourselves to better accommodate future programs and foster a more integrated and responsive campus environment.

| INTENTIONAL GROWTH

- The university's remarkable growth over the past decade has opened exciting new opportunities. While space constraints present a challenge, a flexible, multi-outcome planning approach will empower the university to respond effectively to changes in enrollment and continue thriving in a dynamic environment.

| FACILITIES AND SPACE AS SHARED RESOURCES — FLEXIBLE AND ADAPTABLE

- As higher education continues to embrace a multi-disciplinary approach, our facilities must evolve to support this transformation. By prioritizing fiscal responsibility and thoughtful resource management, we can ensure that both new and existing buildings serve a wide range of users and purposes — maximizing impact and adaptability across campus.

| ALIGNMENT WITH CAPITAL PLAN AND STRATEGIC PLAN

- The primary purpose of the Master Plan and the 10-Year Capital Improvement Plan is to actively support and advance the goals outlined in the university's Strategic Plan.
 1. Improve Educational Access and Student Success
 2. Innovate for Institutional Impact
 3. Advance Research and Creative Activity
 4. Foster Thriving Community
 5. Trailblaze Programs and Partnerships

PRINCIPLES AND STRATEGIC GOALS GUIDE DECISIONS

VISION

- Space is shared, collaborative, flexible and tech-supported for work, meeting and instruction
- Campus is a hub of innovation and collaborative interaction with local community and industry
- Campus features inspiring and top-quality facilities to attract and retain students and talented faculty
- The natural environment and the Boise River are centerpieces to a thriving and welcoming year-round campus
- Student experience is central with more labs as well as active and experiential learning
- Growth in non-traditional students is encouraged with a greater variety of affordable housing options
- Plans integrate with the city, Greenbelt, riverfront and neighborhoods
- Improved transportation includes regional express options

GOALS FOR THE PLAN

- Support university strategic goals, initiatives and actions
- Accommodate a 10-year vision for growth
- Create a student-centered campus that immerses itself in nature and embraces the riverfront
- Create space that is flexible, adaptive, shared and student-centered
- Emphasize the revitalization of existing facilities, in addition to new construction
- Expand affordable housing for all (undergraduate, graduate, post-graduate, faculty and staff)
- Integrate with city, neighborhood and local business plans
- Support opportunities for community partnerships, including research
- Improve multi-modal transportation options
- Implement a realistic roadmap aligned with strategic goals and funding resources

**PLANNING
PROCESS**



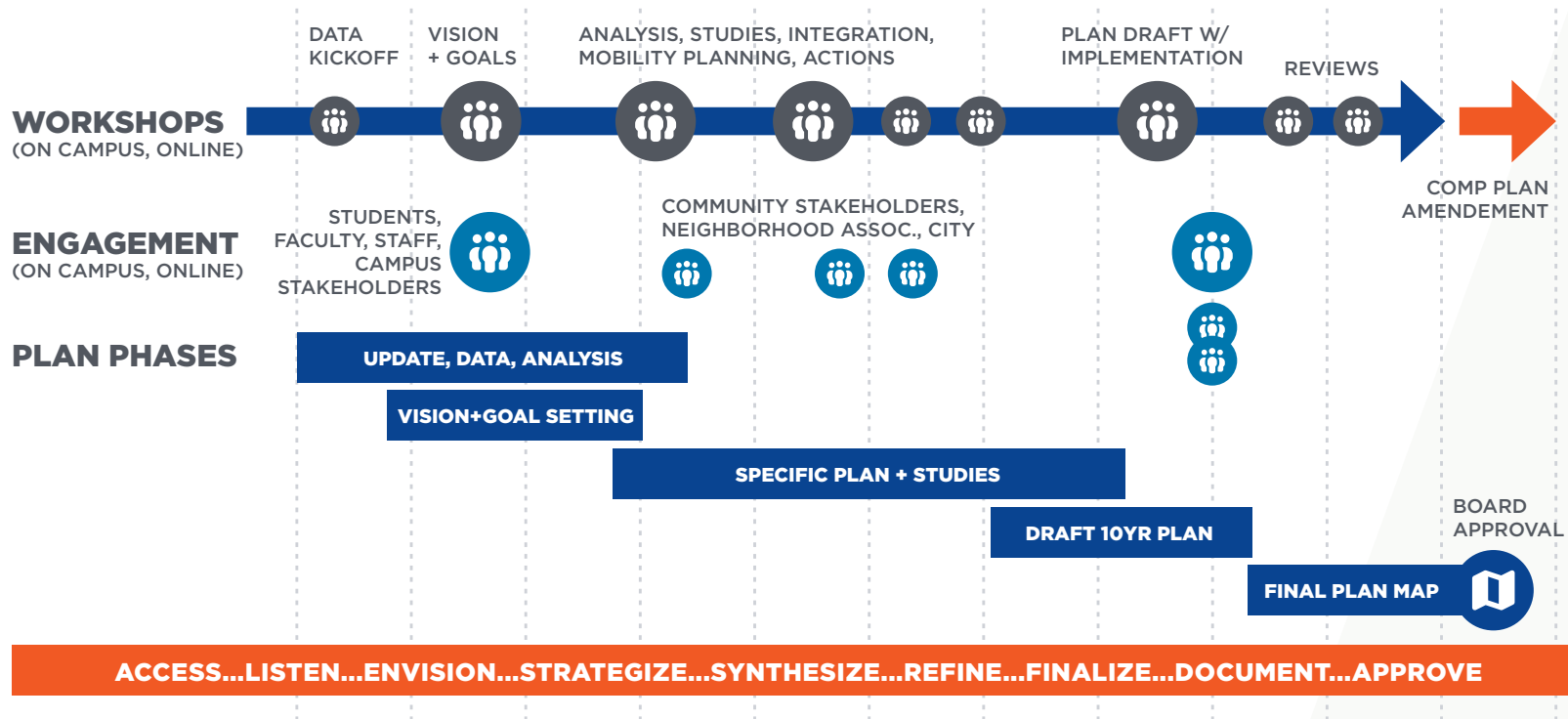
TIMELINE AND PHASES

The initial discovery phase of the Master Plan process kicked off in early 2024.

The goals for the planning process were outlined early on to be:

- Inclusive but focused
- An innovative engagement of the student voice
- Engaged with the community
- Data informed
- A structured process and plan with mapped milestones
- Transparent with routine updates along the way

PROCESS PHASES



STAKEHOLDER ENGAGEMENT STRATEGY

With inclusivity in mind, the stakeholder engagement process was robust.

300+

participants involved
in providing input
and feedback

18

stakeholder
interviews

14

steering
committee
meetings

3

executive
team
meetings

8

MURAL
input
sessions

17

SENA meetings:
8 Master Plan specific
subcommittee meetings

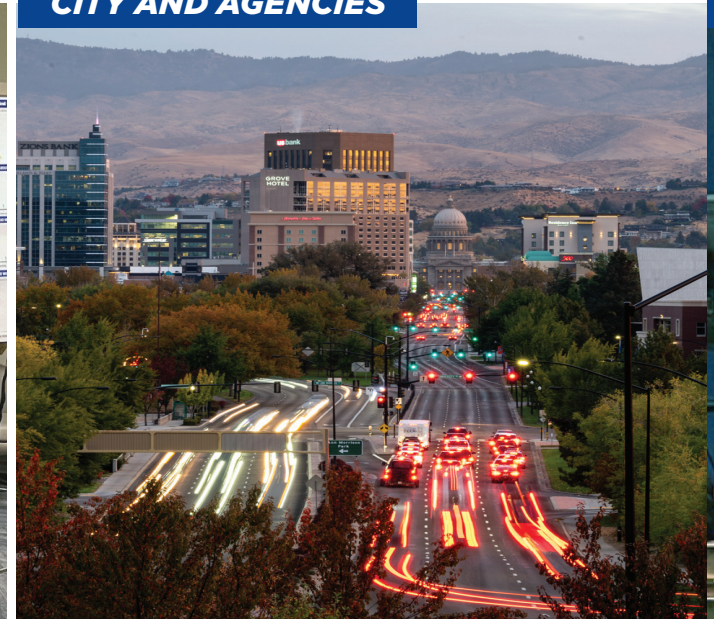
STUDENTS



LEADERSHIP



CITY AND AGENCIES



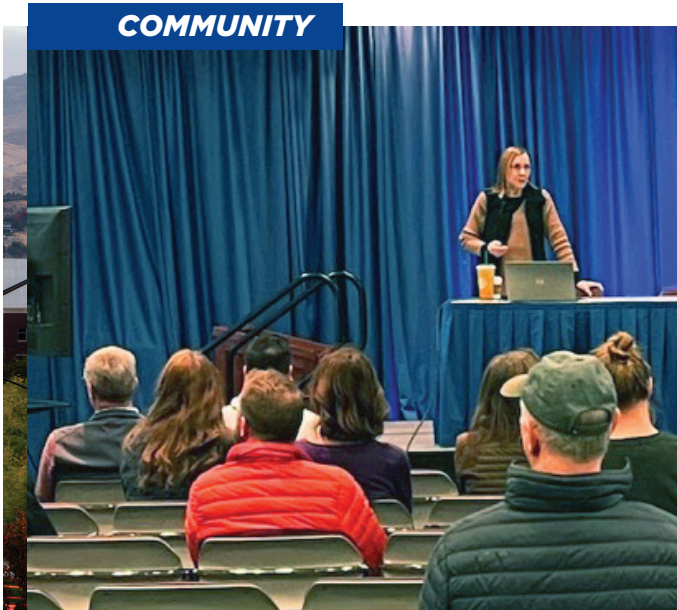
PROCESS STEPS

- Engaged university Leadership in goal setting and visioning
- Facilitated Steering Committee work sessions by planners
- Shared data analysis for common understanding
- Listened with intention to understand concerns and opportunities
- Identified specific study areas that include:
 - Expansion area and neighborhood
 - Athletic Village plan integration
 - Mobility, circulation, transportation and parking
 - Sites for near-term capital projects and a 10-year Capital Improvement Plan
 - Sustainability integration
- Tracked goals and strategies in a matrix with actions and projects
- Reached consensus-based planning direction
- Conducted university leadership check-in

WHAT SHOULD STUDENT-CENTERED SPACE INCLUDE?

MEETING SPACE 	WORK SPACE 	MULTI-USE ACTIVITY
MAKER SPACE 	WELLNESS / QUIET 	MEDIA
ART-CREATIVE 	OUTDOOR ACTIVITY 	OUTDOOR MEETING / COLLAB
OTHER SUGGESTIONS USE STICKY NOTES TO ANSWER 		

COMMUNITY AND NEIGHBORHOOD INVOLVEMENT



- Historically, previous iterations of the Campus Master Plan were developed with minimal engagement from the surrounding community and immediate neighbors. This lack of involvement contributed to a sense of mistrust, as residents felt their voices were excluded from decisions that directly affected their neighborhoods.
- The 2025 Campus Master Plan update marks a transformative shift in approach – placing community engagement at the forefront of the planning process. From the outset, university planners prioritized transparency and collaboration, initiating early and consistent dialogue with local stakeholders.
- Planners began attending monthly Southeast Neighborhood Association (SENA) meetings at the beginning of the planning process to ask the group how they would prefer to be engaged. A sub-committee of SENA board members volunteered their time to meet monthly throughout the process to provide valuable feedback on the direction of the plan.
- Beyond SENA, planners proactively connected with other neighborhood associations to ensure broad representation and to foster a shared vision for the campus and its surrounding areas. The City of Boise was also engaged early to align the university's goals with municipal priorities and the evolving zoning code.
- To ensure a holistic and integrated planning effort, the university collaborated with key regional agencies, including:
 - Ada County Highway District (ACHD)
 - Valley Regional Transit (VRT)
 - Capital City Development Corporation (CCDC)
- This inclusive and visionary approach reflects the university's commitment to building lasting partnerships, enhancing community trust, and creating a campus plan that is responsive, sustainable and aligned with the broader aspirations of the region.





CAMPUS ASSESSMENT



| EXISTING CONDITIONS OVERVIEW

A recent Facilities Condition Assessment was completed for the primary buildings on campus. This was an in-depth study that examined the physical condition of the buildings to determine deferred and future maintenance and renewal needs for ongoing building use. This helps to inform whether or not a building is worth investing in for future use, or if it would be more fiscally responsible to tear it down and build something new.

| LAND USE AND SURROUNDING CONTEXT

As a land-locked urban campus, Boise State needs to plan for the future, with sensitivity and consideration to its neighboring community and environment. This applies to the physical environment, such as the Boise River, the Greenbelt and the surrounding infrastructure. But it also means being a good partner and neighbor to the City of Boise and the residential areas that surround campus. With this in mind, careful consideration and early involvement was given to those stakeholders.

| FINANCIAL CAPACITY

In the spirit of creating a realistic plan for the next 10 years, the university had to consider its financial capacity. Since the 2015 plan, building costs in the nation, but especially in Boise, have sky-rocketed. Buildings that once cost \$40 million to build, now cost north of \$120 million. Events such as the COVID-19 pandemic have taught us to be prepared for worst case scenarios. Thus this 10-year plan is more conservative in its projections.

| PROJECTED ENROLLMENT GROWTH

Boise State has seen phenomenal growth over the last decade, but in the spirit of remaining fiscally responsible and conservative in our enrollment projections, we have anticipated an average 1% per year increase in enrollment.

| SPACE UTILIZATION AND MODERNIZATION NEEDS

Rather than focus only on large new buildings, the 10-year plan seeks to examine existing infrastructure on campus, and how it can be modernized and improved to better suit the needs of current and future campus users.



ENROLLMENT PROJECTIONS

Data includes students who participate on campus

UNDERGRADUATE DEGREE SEEKING	ACTUAL			PROJECTED									10-YEAR GROWTH 2025-34
	Fall 2023	Fall 2024	Fall 2025	Fall 2026	Fall 2027	Fall 2028	Fall 2029	Fall 2030	Fall 2031	Fall 2032	Fall 2033	Fall 2034	
Campus Based	14,983	15,265	16,012	16,479	16,822	17,031	17,159	17,238	17,285	17,315	17,333	17,344	8.94%
Online	2,102	2,418	2,717	2,908	2,969	3,005	3,028	3,042	3,050	3,056	3,059	3,061	
Total Undergrad Degree Seeking	17,085	17,683	18,729	19,387	19,790	20,037	20,187	20,279	20,336	20,370	20,391	20,404	

Yearly Growth Undergrad Degree Seeking

3.5% 2.1% 1.2% 0.8% 0.5% 0.3% 0.2% 0.1% 0.1%

GRADUATE DEGREE SEEKING	ACTUAL			PROJECTED									10-YEAR GROWTH 2025-34
Campus Based (excludes online)	1,429	1,391	1,345	1,361	1,377	1,394	1,411	1,428	1,445	1,462	1,480	1,497	11.3%



10-YEAR GROWTH PROJECTIONS

Projected campus-based student population 2025-2034

9%

increase of
campus-based students

21,901

total projected campus-based student
population in 2034

CAMPUS GROWTH NEEDS

270+

additional staff

415+

1st-year beds

750+

total student beds

370+

new parking spaces



10 YR CIP PROJECTS AND PLAN

MAP REF #	LOCATION	DESCRIPTION	STATUS	STRATEGIC GOAL*	PROJECT TIMELINE				PLANNING/DESIGN		CONSTRUCTION					
					2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
ACADEMIC AND RESEARCH																
N/A	Classroom/Lab Renewals	Modernize aging classrooms and labs	Ongoing program	1.4, 4.1, 4.4												
15	ESI Construction Management Building	New building under construction	In construction, complete 2026	1.2, 1.4, 5.1												
14	MCMR - 3rd Floor Completion	Build out remaining research lab space	Final phase in design, completion 2026	2.2, 2.3, 3.1, 3.2												
9	Kinesiology Human Movement Lab	Convert decommissioned Kinesiology Annex pool space into human movement lab	In design, completion anticipated 2027	1.2, 1.4, 2.3												
16	New Science Research Building	Build new research facility for biomedical, chemistry and biology	In design, completion anticipated 2029	1.2, 1.4, 2.2, 3.1, 3.2												
4	Science Building Renewal	Migration plan, renovation following new science bldg. construction	Pending new science research building outcomes	1.2, 1.4, 2.3												
5	Riverfront Hall Renewal	Renovate and refresh Riverfront Hall	In construction, completion 2026	1.2, 1.4												
6	Albertsons Library Interior and Exterior Upgrades	Renew and renovate interior, and improve exterior river front access	Design underway, construction anticipated 2026	1.2, 1.4												
7	Hemingway Renewal/ADA Accessibility	Evaluate building function and programming	Study underway, construction timeline unknown	1.1, 1.2, 1.3												
ATHLETICS AND EVENT VENUES																
10	Albertsons Stadium: North End Zone Expansion	Create premium seating, expand concourse, improve nutrition center, visitor locker rooms and entry	In construction, completion 2026	1.4, 4.2, 5.1												
12	Albertsons Stadium: East Concourse Expansion Study**	Improve concourse amenities and accessibility	Feasibility study pending, construction unknown	1.4, 4.2, 5.1												
11	Albertsons Stadium: Lower Bowl Overbuild and Capacity Expansion**	Study to determine the feasibility of expanding seating capacity in the east and west lower bowls	Feasibility study pending, construction unknown	1.4, 4.2, 5.1												
13	Albertsons Stadium: East Stadium Lot Mixed-Use Development Study	Assess public private partnership development with parking garage, housing, hotel, and event venue	Feasibility study pending, construction unknown	1.4, 4.2, 5.1												
8	Auxiliary Gym Renovation and Expansion	Build additional practice space and/or locker rooms	Study underway, construction timeline unknown	1.2, 4.1, 4.4												
3	Morrison Center - Lobby Restroom Improvements	Increase restroom capacities, improve accessibility and provide single user restrooms at lobbies on levels 1-3	In design	1.2, 1.4, 4.1, 5.1, 5.3												
CAMPUS IMPROVEMENTS AND EXTERIOR MASTER PLAN																
5	University Drive Improvements	Construct safety improvements for pedestrians, cyclists and transit	Project is contingent upon grant submission to Safe Streets and Roads for All (SS4A) program	4.1, 5.1												
6	Greenbelt Pathway Completion	Construct pathway improvements: Theatre Lane to Broadway Avenue	In design, construction spring/summer of 2026	4.1, 4.4												
7	South Campus Street Improvements	Construct sidewalks, curb and gutters to improve pedestrian safety	Submitted as Major Capital Project to PBFAAC, contingent upon funding	4.1, 4.4												
4	Riverfront Plaza	Construct plaza north of Albertsons Library for events and food service, future improved access to river	In design, construction summer 2026	1.4, 4.1												
1	Capitol Blvd/Boise Avenue/Yale Lane Intersection Redesign	Create new intersection to improve safety and traffic flow	Study identified in ACHD's Five Year Plan. Project is contingent upon outcomes and ACHD prioritization.	4.1, 5.1												
3	Campus Spine Improvements	Aesthetic and functional upgrades to main pathway through campus	In design, construction anticipated 2026 and 2027	4.1, 4.4												
FACILITIES MAINTENANCE AND OPERATIONS, TRANSPORTATION, AND INFRASTRUCTURE																
N/A	Capital Renewal Program	Complete deferred maintenance projects: State of ID \$90M allotment	Ongoing through 2027	1.1, 1.4, 3.1, 4.1, 4.4												
N/A	Fiber Optic Cabling Expansion	Improve connectivity and provide redundancy at east side of campus	Ongoing	4.3, 4.4												
2	Emergency Operations Center Buildout	Renovate Capital Village 4 to improve operations and increase capacity	In construction, completion 2026	4.1												
2	Morrison Center Pedestrian Path Safety Improvements	Improve access path from Brady Garage to Morrison Center entry	Study complete. Potential phases under development	1.2, 1.4, 4.1, 5.1, 5.3												
17	New Parking Structure	Build parking structure in east end of campus	Need driven by campus growth and parking removal. Project will likely require planning and design by 2029.	4.1, 4.4, 5.1												
8	Beacon Street Widening and Streetscaping	Install detached sidewalk and landscaping per ACHD agreement	Final phase in design, completion 2026	4.1, 5.1												
COMMUNITY PARTNERSHIP PROJECTS																
1	Lusk District Redevelopment	Mixed use development including housing, retail, office, parking (partnership with City of Boise)	Project contingent upon P3 outcome. No activity planned at this time.	5.1, 5.3												

*View Boise State University's Strategic Plan goals and strategies at boisestate.edu/strategicplan/goals-strategies.
**Athletics Master Village Plan projects



10-YEAR CAPITAL IMPROVEMENT PROJECTS AND PLAN

Campus Infrastructure

- 1 | Capitol - Boise Avenue - Yale Intersection Redesign
- 2 | Morrison Center Pedestrian Path Safety Improvements
- 3 | Campus Spine Improvements
- 4 | Riverfront Plaza
- 5 | University Drive Reconstruction
- 6 | Greenbelt Pathway Completion
- 7 | South Campus Street Improvements
- 8 | Beacon Street Widening and Streetscaping

Campus Facilities

- 1 | Lusk District Complex
- 2 | Emergency Operations Center Buildout
- 3 | Morrison Center - Lobby Restroom Improvements
- 4 | Science Building Renewal
- 5 | Riverfront Hall Renewal
- 6 | Albertsons Library Interior and Exterior Upgrades
- 7 | Hemingway Renewal / ADA Accessibility
- 8 | Auxiliary Gym Renovation and Expansion
- 9 | Kinesiology Human Movement Lab
- 10 | Albertsons Stadium - North End Expansion
- 11 | Albertsons Stadium - East Lower Bowl Overbuild
- 12 | Albertsons Stadium - East Concourse Expansion
- 13 | Albertsons Stadium - East Stadium Lot Mixed-Use Development
- 14 | MCMR - Third Floor Completion
- 15 | ESI Construction Management Building
- 16 | New Science Research Building
- 17 | New Parking Structure



CONCEPTS FOR CONSIDERATION

MAP REF. #	LOCATION	DESCRIPTION	STRATEGIC GOAL*
ACADEMIC AND RESEARCH			
17	Harry Morrison Lab: Addition and Renovation	Increase lab, studio and student collaboration spaces through an addition and renovation	1.4
TBD	Additional Science Research Building	Build a new science building with research labs, classrooms, faculty offices and student collaboration spaces	1.1, 1.4, 2.1, 2.3, 3.1, 4.1, 4.4, 5.3
15	Nursing Program Expansion and Relocate Campus Health Center	Relocate Health Center and renovate second floor for Nursing	1.2, 1.4
TBD	School of Computer and Cybersecurity	Expand off-campus, or add on-campus location	1.2, 1.4
14	Additional Health Sciences Building	Build a new building or create an addition to Norco to relocate programs from the Health Sciences Riverside Building	1.2, 1.4, 2.3, 5.1
CAMPUS LIFE AND STUDENT SERVICES			
11	Intramural Field Improvements	Perform upgrades to increase intramural and club sport use	1.2, 4.1, 4.4
16	Recreation Center - Renovation and Utilization	Evaluate building programming and utilization	1.2, 4.1, 4.4
NEW STUDENT HOUSING FACILITIES			
10	Sawtooth Hall Phase II	Create additional first-year housing and student services space	1.1, 1.2, 1.3, 1.4, 4.1, 4.4
6	Chaffee Site Redevelopment	Create additional first-year housing and dining services	1.4, 4.1, 4.4
13	Manor Site Redevelopment	Consider graduate student housing, health services or retail	1.4, 4.1, 4.2, 4.4
2	2500 Boise Ave Redevelopment	Townhome and multi-family housing for a mixture of faculty, staff, and graduate students	2.2, 4.2, 5.1
STUDENT HOUSING RENEWALS OR REPLACEMENTS			
1	Towers Demo and Site Redevelopment	Demolish building and repurpose site	1.4, 4.1, 4.4
4	Chaffee Phased Renewals	Modernize and improve infrastructure	1.4, 4.1, 4.4
5	New Dining Hall	Add dining capacity with a new facility or an addition	1.4, 4.1
	Ongoing Facility Renewals	Modernize and improve infrastructure	1.4, 4.1, 4.4
ATHLETICS AND EVENT VENUES			
12	Varsity Center with Central South Entry**	Create a new athletics "front door" to include additional sports program and administrative offices, new weight room and academic center	1.4, 4.2, 5.1
7	Turf Practice Field**	New outdoor artificial turf Football practice field	1.4, 5.1
TBD	New Tennis Center**	Create new competition venue with indoor and outdoor courts	1.4, 4.1, 5.1
1	Morrison Center Expansion	Add to the facility and make patron entry improvements	1.2, 1.4, 4.1, 5.1, 5.3
EXTRAMILE ARENA IMPROVEMENTS			
3	Exterior Improvement for Event Mall	Expand mall on north side of building for events and food trucks	1.4, 4.1
8	Concourse Renovations and Deferred Maintenance Upgrades	Improve accessibility, add or expand restrooms and concessions, address deferred maintenance items	1.2, 1.4, 4.1, 5.1
9	ExtraMile Arena Capacity Expansion	Expand and enhance the concourse and circulation, to include additional restrooms and concessions	1.2, 1.4, 4.1, 5.1
CAMPUS IMPROVEMENTS AND EXTERIOR MASTER PLAN			
2	Friendship Bridge Plaza Improvements and Quad Connectivity	Build a new pedestrian connection from bridge to the center of campus	1.4, 4.1, 4.4
3	Amphitheater Pavillion Improvements	Add stage cover, support space and restrooms	1.4, 4.1
FACILITIES MAINTENANCE AND OPERATIONS, TRANSPORTATION, AND INFRASTRUCTURE			
4	Third Idaho Power electrical feed and infrastructure	Add capacity and redundancy to electrical service on east end of campus	4.3, 4.4
18	Administrative Operations Building	Consolidate Campus Operations, Housing Maintenance and certain Public Safety activities	4.3, 4.4
19	University Plaza	Administrative Backfill	

*View Boise State University's Strategic Plan goals and strategies at boisestate.edu/strategicplan/goals-strategies.
 **Athletics Master Village Plan projects



CONCEPTS FOR CONSIDERATION

Campus Infrastructure

- 1 | Towers Demolition and Site Redevelopment
- 2 | Friendship Bridge Plaza Improvements and Quad Connectivity
- 3 | Extra Mile Arena - Exterior Improvement for Event Mall
- 4 | Third Idaho Power electrical feed and infrastructure.

Campus Facilities

- 1 | Morrison Center Expansion
- 2 | 2500 Boise Ave Redevelopment
- 3 | Amphitheater Pavilion Improvements
- 4 | Chaffee Phased Renewals
- 5 | New Dining Hall
- 6 | Chaffee Site Redevelopment
- 7 | Turf Practice Field
- 8 | ExtraMile Concourse Renovations and Deferred Maintenance Upgrades
- 9 | ExtraMile Arena Capacity Expansion
- 10 | Sawtooth Hall Phase II
- 11 | SUB Recreation Field Improvements
- 12 | Albertsons Stadium - Varsity Center with Central South Entry
- 13 | Manor Site Redevelopment
- 14 | Additional Health Sciences Building
- 15 | Nursing Program Expansion / Relocate Campus Health Center
- 16 | Recreation Center - Renovation and Utilization
- 17 | Harry Morrison Lab - Addition and Renovation
- 18 | Administrative Operations Building
- 19 | University Plaza





B



UNDERCURRENTS

Beneath the visible layers

of buildings, pathways, and open spaces, there are foundational principles that shape the Boise State University campus experience. These undercurrents flow through every decision, influencing how the campus grows, connects, and sustains itself. They represent core beliefs that bind the university's physical environment to its mission and values. Three key undercurrents — Sustainability and Resilience, Community Integration, and Land Use Planning — guide the evolution of the campus and ensure its ability to serve generations to come.

SUSTAINABILITY AND RESILIENCE

Boise State's strategic plan states that the university will "Foster a sustainable campus that is both environmentally and socially responsible as well as economically feasible." The master planning process created an opportunity for the campus community to chart a deliberate, informed course toward an environment that prioritizes responsible energy use and long-term resiliency. In this context, resiliency means proactive measures that safeguard state assets from both natural hazards and energy volatility.

Feedback was collected from faculty, staff, and students about the meaning and importance of the aforementioned strategic plan statement. This revealed unanimous support among respondents for prioritizing activities within the master plan; 100% said integrating sustainability should be a priority in master plan actions and initiatives, and over 70% of those indicated it should be a 'higher' or the 'highest' priority.

Stakeholders were also asked an open-ended question about what sustainability and resiliency features they would like to see prioritized on campus. The top responses were:

- Geothermal for all new academic/research buildings
- Water-wise planning and design
- Composting area for landscape waste
- Campus recycle-upcycle center
- Support for alternatives to vehicular driving (biking, transit options) to reduce the need for parking lots



GOALS

A sustainable and resilient campus makes intentional decisions about day-to-day resource use and long-term continuity. These undercurrents will guide facility and infrastructure needs through cost-conscious, resourceful practices that respond to environmental and operational challenges. As the master plan is implemented, multiple stakeholders will collaborate to ensure university projects reflect strong stewardship and efficient use of resources.

ENERGY

Energy Efficiency: Enhance campus energy efficiency to reduce demand, avoid future utility costs, improve system performance, and support long-term operational reliability through strategic planning, building optimization, and data-informed decision-making.

Energy Resiliency: Strengthen campus energy resilience by improving the reliability, flexibility, and redundancy of energy systems to support critical operations during disruptions and changing environmental conditions.

BUILDINGS

Building Design and Construction: Ensure new construction and major renovations support long-lasting buildings that promote occupant health, energy and water efficiency, and adaptability to future needs. A total cost of ownership mindset should prevail in design and construction decision-making.

Operations and Maintenance: Optimize building operations and maintenance practices to sustain performance, extend asset life, support healthy indoor environments, and reduce vulnerability to system failures. Buildings should emphasize low operating costs while employing maintenance practices that ensure long-term use.

WATER AND STORMWATER

Water Conservation: Promote efficient and responsible water use across campus facilities, landscapes, and operations to enhance resilience to water scarcity and support long-term resource availability.

Stormwater Management: Stormwater management should reduce flooding risk, protect water quality, and enhance campus resilience to extreme weather events through integrated design and infrastructure solutions.

WASTE

Responsible Materials Management: Advance responsible materials management by maximizing recycling, reuse, and recovery systems that reduce environmental and operational risk.

TRANSPORTATION

Commuting: Foster a campus culture that, through strategic partnerships, provides a spectrum of transportation options—optimizing mobility and connectivity while reducing single-occupancy vehicle dependence and enhancing community health, resilience, and campus livability.

Parking: Provide a parking system that supports operational continuity, the student experience, and workforce needs, while maintaining a mindful approach to land use and promoting alternative modes of transportation.

Fleet Vehicles: Modernize the university fleet with efficient, reliable, and low-impact vehicles to reduce fuel usage, support operational resilience, and ensure the delivery of essential services.

LANDSCAPE

Landscape Design: Design campus landscapes that reflect the ecology and character of the Boise region and are aesthetically compelling, cohesive throughout campus, seasonally dynamic, and climate-appropriate. We strive to create an outdoor environment that nurtures a meaningful connection to the surrounding landscape and encourages outdoor learning and engagement.

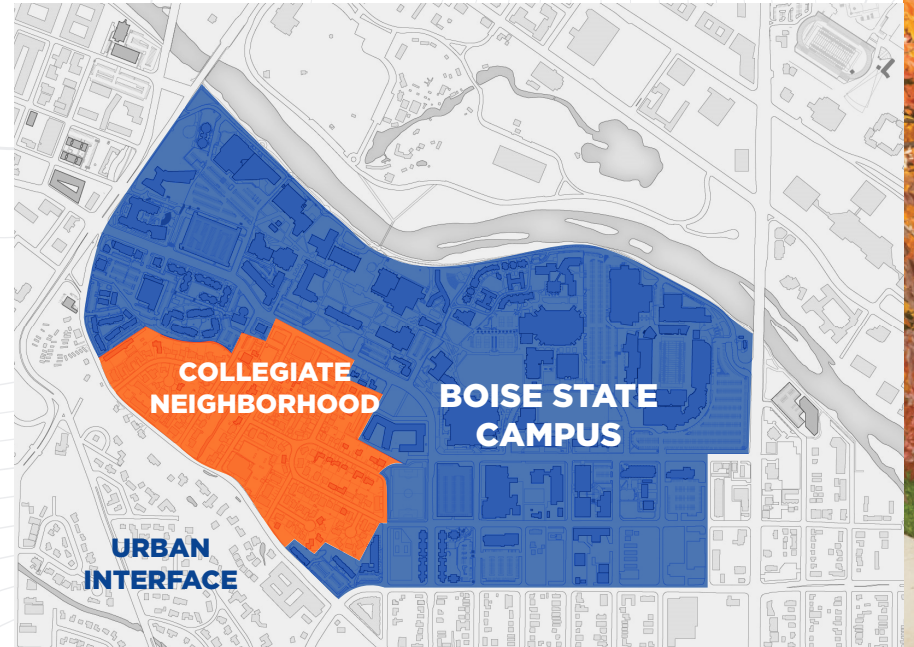
Landscape Stewardship: Grounds stewardship practices prioritize soil health, environmental resilience, responsible resource use, and reduced operational impacts.

COMMUNITY INTEGRATION

A university campus does not exist in isolation. Boise State's riverfront location, downtown adjacency, and proximity to a wide range of surrounding land uses create a strong relationship between campus and community. What happens on campus affects the surrounding area, and community changes, in turn, shape the campus.

During the prior master plan update (2015), Boise State attempted to plan for 30+ years of campus growth. This bold timeline required looking beyond our existing campus to accommodate growth, but in doing so, we caused unintentional community concern. A valuable lesson was learned: Our planning efforts should include realistic outcomes and timelines that benefit not only campus decision-making, but provide community predictability and certainty.

During and beyond the next 10 years, Boise State will deliberately focus on the following Community Alignment goals:



COMMITMENT TO THE CITY AND UNIVERSITY STRATEGIC PARTNERSHIP (CUSP) GOAL

- Work will continue with the City of Boise to identify projects with mutual impact and importance within the university's area of influence. Projects will be prioritized and allocated the attention necessary to ensure progress.
- Work will continue with the City of Boise to create long-term strategies for further geothermal expansion and integration.
- Boise State will implement a project along its riverfront - the Riverfront Plaza - to serve as a pilot for additional, unified river corridor improvements that benefit campus and the broader community.

TRANSPARENCY AND CONSISTENCY WITH ADJACENT NEIGHBORHOODS

- Boise State will engage proactively with adjacent neighborhoods. This includes providing insights on campus growth, prospective projects, and exploring mutually beneficial programs and activities.
- Boise State will work collaboratively with neighborhoods on plans that have immediate adjacency. For example, any additional planning for workforce housing development in the Collegiate Subdivision will occur with neighborhood involvement.

RESPONSIVE LAND USE

- Boise State will prioritize land within its existing campus for future growth and development. This requires an "infill" mindset, similar to the decision that was made for Syringa Hall. When growth does occur at the university boundaries, intentional and deliberate engagement will be the top priority.
- Boise State will utilize a highest-and-best-use approach for land development, or re-development. Existing facilities should first explore renewal prior to removal.





LAND USE PLANNING

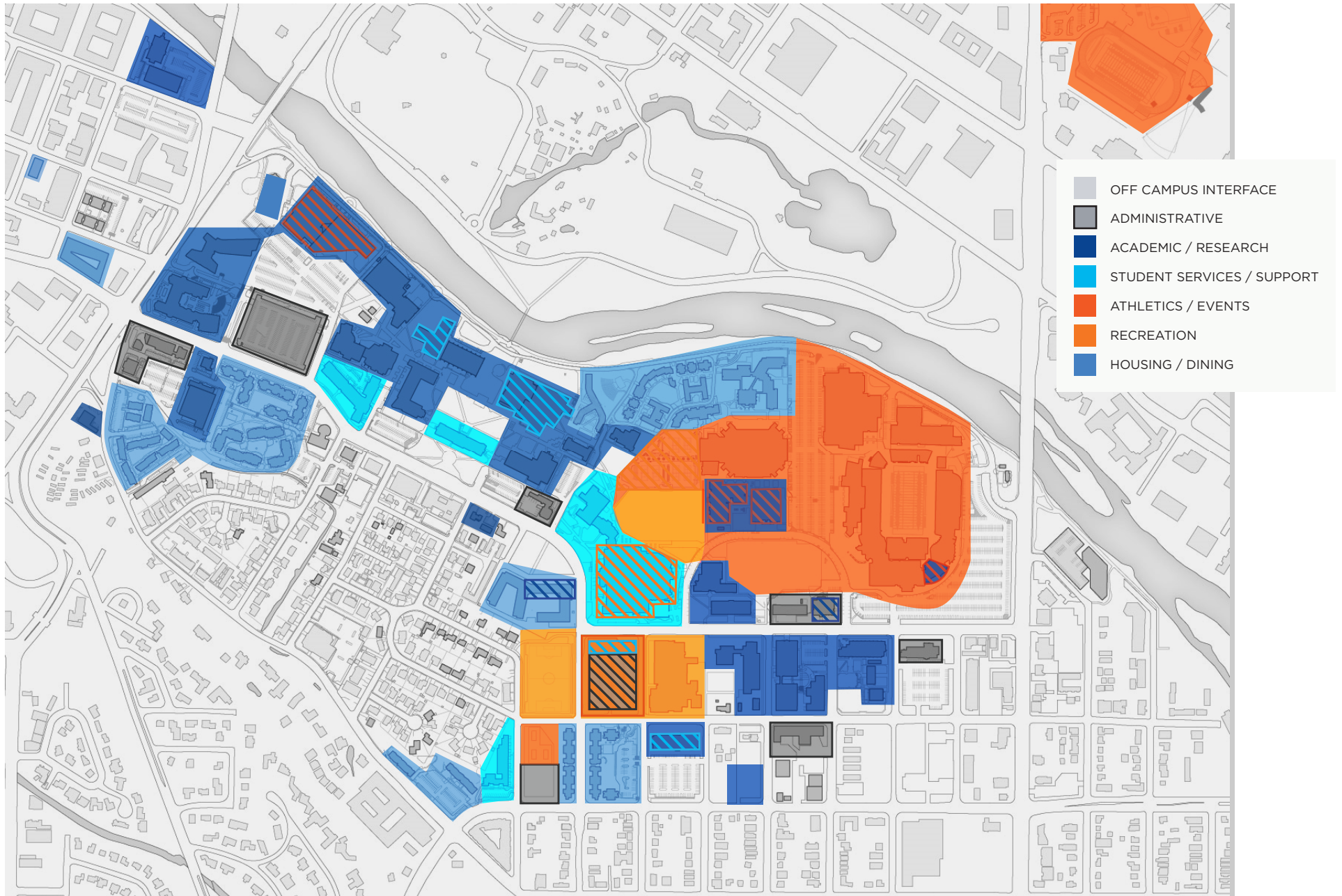
A campus master plan must navigate a balance between detail and flexibility. Too much of either creates planning implications for both campus and community. The greatest amount of detail can be afforded for known efforts that are in planning, design or construction phases. The location of the upcoming Science Research Building, or the prioritization of improvements to existing campus pathways for pedestrians and cyclists are good examples of efforts already underway. Latitude is important for general programmatic needs, where facility and infrastructure requirements are still being refined.

For this Campus Master Plan, Boise State is embracing a land use approach, not dissimilar from the way cities and counties provide planning direction with zoning. This model affords predictability for land use, and thematic guidance for large or contiguous areas of campus.

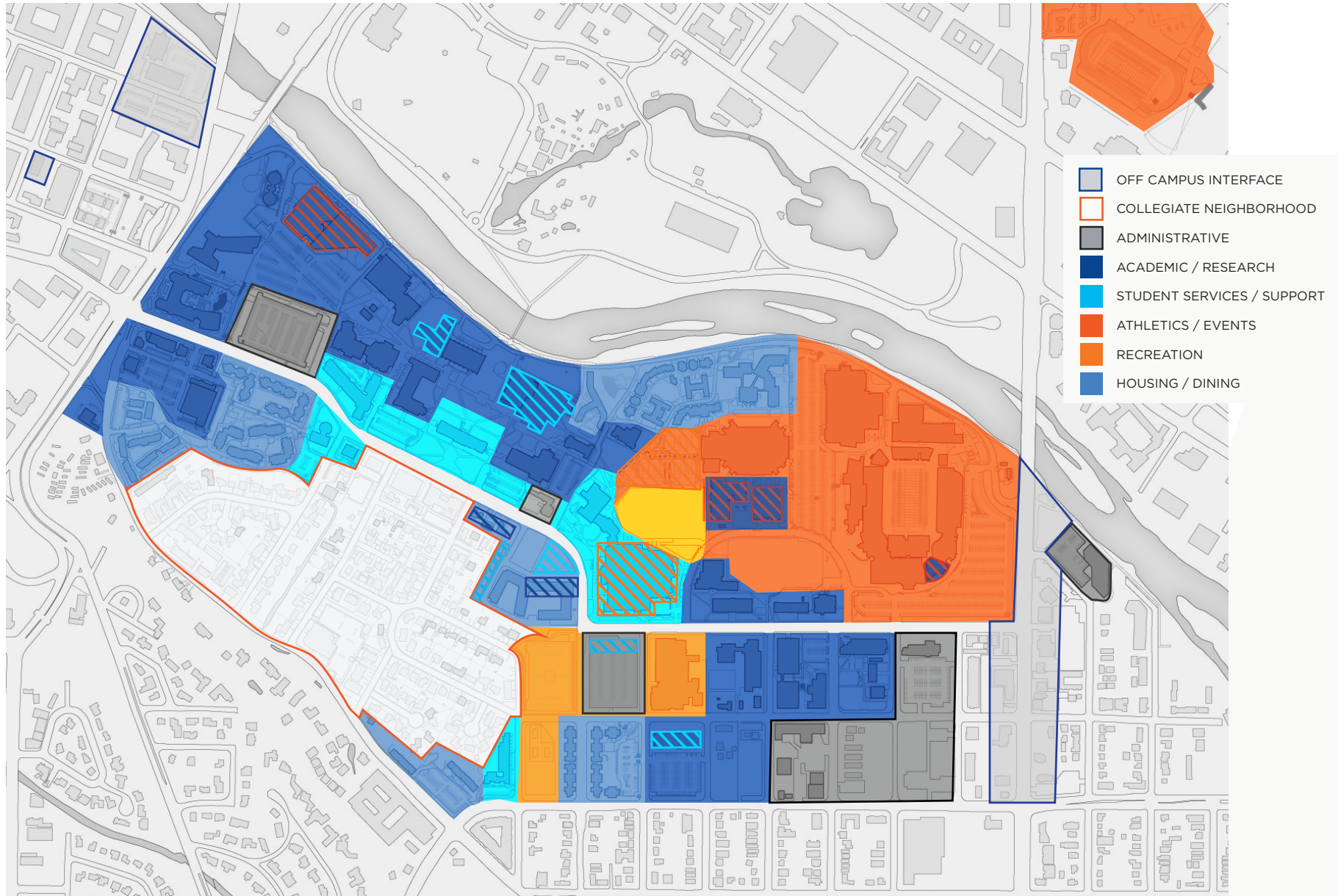
During and beyond the next 10 years, Boise State will deliberately focus on the following Land Use Planning goals:

- Campus land uses will be limited in scope, but robust enough to convey all relevant categories.
- Campus land uses will highlight the primary priority use within the designated zone. Uses that depart from those priorities will have a clear rationale, or be supportive of the larger theme.
- Boise State will refrain from providing prospective building footprints, or other site planning details, for projects that have yet to occur. The 10-year CIP and Concepts for Consideration maps afford general locations for projects and concepts.
- Land-use suggestions will be provided for off-campus areas. These are notional, and meant to encourage greater collaboration with community and agency partners. For example, mixed-use development along the Broadway corridor is largely out of the university's control, but remains an important element for campus.

2024 LAND USE



2034 LAND USE



ACADEMIC AND RESEARCH FACILITIES



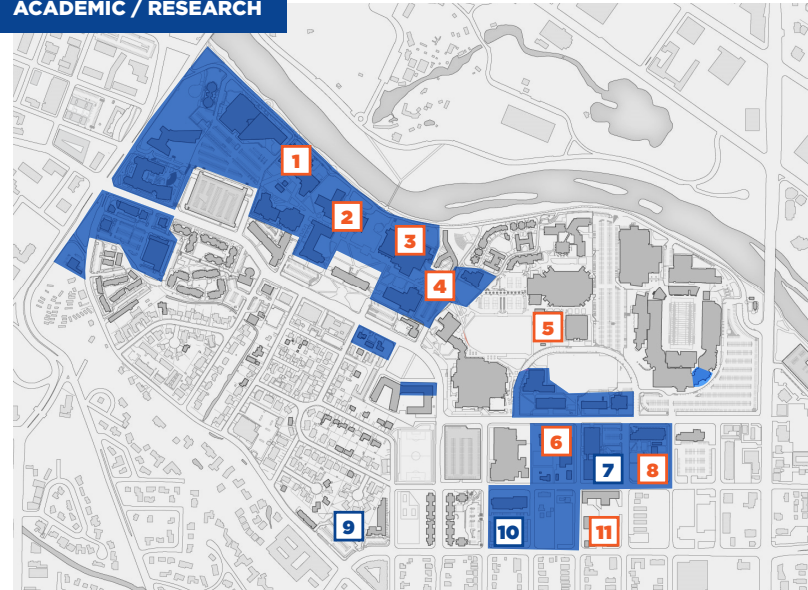
Boise State strives to be a premier student-success-driven research institution, advancing knowledge and innovation for statewide and global impact. Through excellence in teaching, interdisciplinary collaboration, and cutting-edge research, we will empower students and faculty to drive discovery and create solutions that shape the future.

OVERALL RECOMMENDATIONS FOR ACADEMIC AND RESEARCH SPACE AND FACILITIES

To strengthen Boise State’s academic and research environment, the following actions are recommended:

- Implement centralized scheduling for instructional spaces to maximize utilization, replacing “departmental hold” with “departmental priority” spaces.
- Optimize research space allocation and establish clear metrics for productivity.
- Conduct a comprehensive audit of research space to project future needs and incorporate collaborative workspace concepts.
- Continue funding classroom renewal and reconfiguration programs and construct new spaces that support active learning.
- Invest in teaching lab renewal and reconfiguration, prioritizing older facilities such as Science, Engineering, and Civil Engineering buildings.
- Repurpose surplus office space to create collaborative work environments.
- Develop a renewal plan for the original Science Building and Riverfront Hall as part of the migration strategy for the new Science Research Building.
- Create a consolidation and growth plan for health sciences programs, including Nursing, Allied Health, Public and Population Health, and Health Sciences Riverside, leveraging opportunities in the Lusk District.

ACADEMIC / RESEARCH



10 YR CIP PROJECTS AND PLAN

N/A	Classroom/Lab Renewals
1	Science Building Renewal
2	Riverfront Hall Renewal
3	Albertsons Library Interior and Exterior Upgrades
4	Hemingway Renewal/ADA Accessibility
5	Kinesiology Human Movement Lab
8	New Science Research Building
9	MCMR - 3rd Floor Completion
11	ESI Construction Management Building

CONCEPTS FOR CONSIDERATION

TBD	Additional Science Research Building
TBD	School of Computer and Cybersecurity
6	Additional Health Sciences Building
7	Harry Morrison Lab: Addition and Renovation
10	Nursing Program Expansion and Relocate Campus Health Center

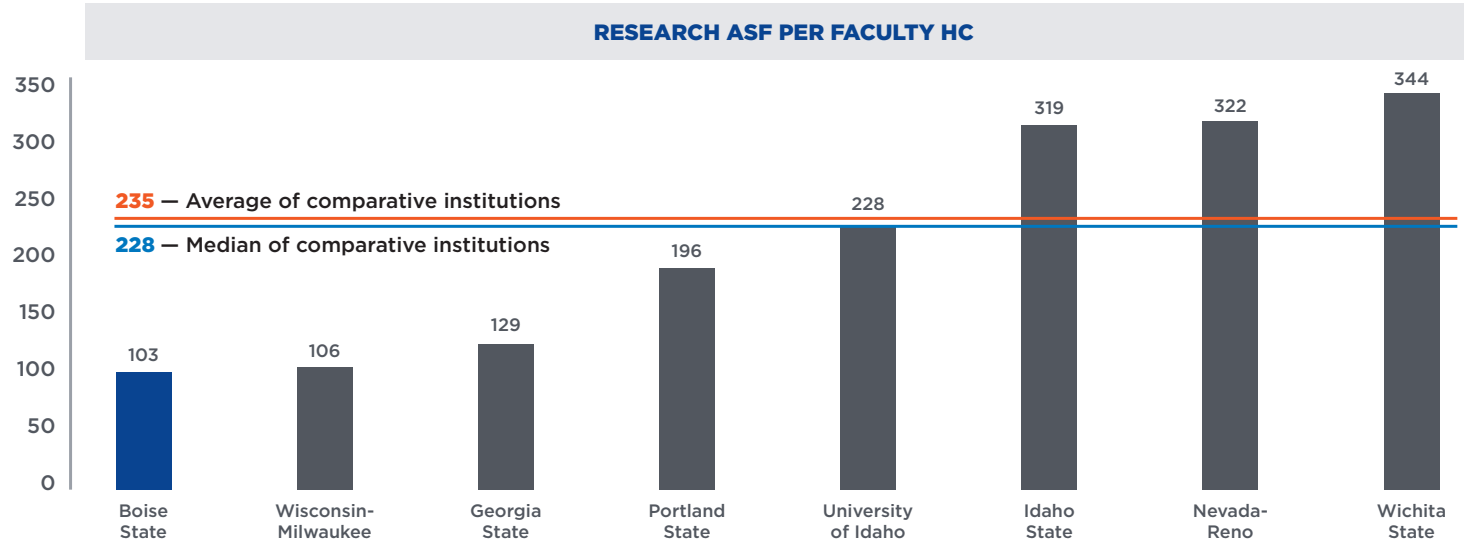
RESEARCH SPACE NEEDS

SPACE AND FACILITIES NEEDS: RESEARCH

In 2022, Boise State partnered with The Smith Group to conduct an analysis of research laboratory space across peer institutions. The study compared assignable square feet (ASF) of research lab space per faculty member and revealed a significant space deficit at Boise State. While the average among seven peer institutions was 235 ASF per faculty headcount, Boise State offered only 103 ASF; less than half the comparative benchmark.

SPACE ASSESSMENT STUDY, MARCH 2022 (THE SMITH GROUP)

Space coding for research only includes lab and direct lab support, not related collaboration or office spaces.



SUMMARY NOTE:

Boise State averages 103 ASF of research lab space per faculty head count. This is the lowest in the study group and below the comparative group average of 235 ASF/HC.

ACADEMIC AND RESEARCH FACILITIES

SPACE AND FACILITIES NEEDS: ACADEMIC AND RESEARCH

FINDINGS

Boise State's long-range analysis of academic and research facilities reveals significant space deficits that will directly impact the university's ability to support growth in teaching, collaboration, and discovery. Over the next ten years, demand is projected to exceed existing capacity by approximately 260,000 assignable square feet (ASF). Current space distribution further illustrates these imbalances: academic offices account for 37% of available space, while classrooms, class labs, open resource labs, and research labs collectively make up a smaller share, with research labs representing just 15%. Together, these findings underscore the need for strategic investment in modern, flexible academic and research environments.

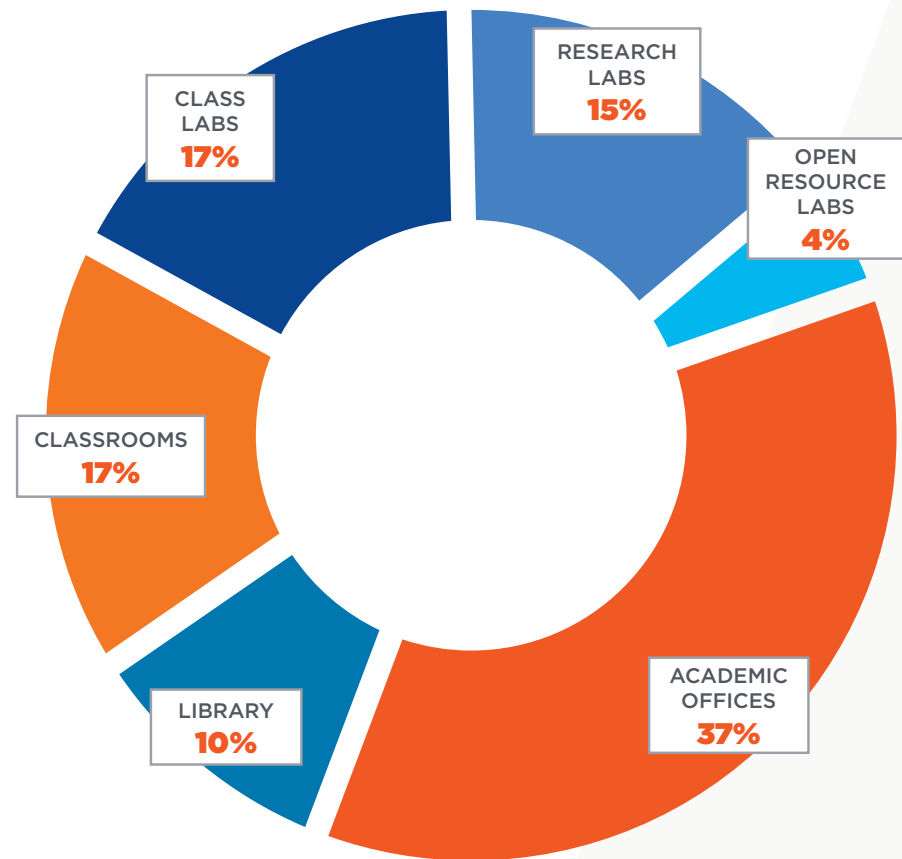
10 year projected space needs—2033

Classrooms	46,000 ASF
Open Labs	30,000 ASF
Research Space	140,000 ASF
Library	16,000 ASF
Collaboration	28,000 ASF

260,000 ASF total projected need

* The New Science Research Building will reduce the research space deficit by 30,000-40,000 ASF.

ACADEMIC SPACE DISTRIBUTION



NEW SCIENCE RESEARCH BUILDING

The new science research building will play a pivotal role in advancing the academic and research vision for Boise State. Designed to expand capacity and reduce the university's current deficit of research space, the facility will serve as a catalyst for interdisciplinary discovery, collaboration and innovation.

Focused on the interdisciplinary biomedical sciences, the building's research and collaboration spaces will not be dedicated to any single department or individual researcher. Instead, they will function as shared, flexible resources that strengthen the broader scientific community at Boise State.

To support cutting-edge research and future growth, the design team will deliver state-of-the-art laboratories capable of meeting the needs of both current and emerging research programs. The building's infrastructure will be developed with adaptability in mind, enabling laboratory modifications with minimal cost and operational disruption. This approach reduces schedule and budget impacts while supporting the master plan's guiding principles of maximizing usable square footage and optimizing research space.

Beyond its physical form, the new science building is an investment designed to advance Boise State's strategic goals. The building site is located south of the Environmental Research Building, bounded by S. Euclid Avenue, S. Grant Avenue, and Belmont Drive.

Estimated construction start date: Winter 2027

Estimated completion date: Fall 2029



FRONT PORCH ENTRY



NEW CAMPUS DESTINATION

ORIGINAL SCIENCE BUILDING

A central component of the effort to increase research capacity is the redevelopment of the original Science Building and Riverfront Hall as part of the migration to the new Science Research Building. These legacy facilities will undergo comprehensive renewal planning to transform them into contemporary instructional and research spaces that better support evolving academic needs.

The transition of programs and activities into the new Science Research Building will free significant square footage in existing facilities. This creates an important opportunity for targeted renovations of vacated spaces, enabling the university to enhance the quality of academic instructional areas and laboratories across campus.

Additionally, the relocation of select functions to the new Science Research Building allows for more intentional departmental organization. Units currently dispersed across multiple buildings will be consolidated into more cohesive and collaborative zones. This improved spatial alignment will foster stronger connections among faculty, streamline student access to programs, and elevate the overall academic experience.



ARRIVAL COURT AND
PEDESTRIAN EXPERIENCE



RENDERINGS COURTESY
OF SMITH GROUP

BOISE STATE UNIVERSITY 10-YEAR MASTER PLAN | 35



| POTENTIAL ADVANCED MANUFACTURING HUB 5465 East Terra Linda Way

The Boise State-owned 50-acre Nampa property represents a significant opportunity for the university to expand its role in regional research, innovation, and economic development. Envisioned as the future **Boise State Advanced Manufacturing Hub**, the site offers the scale and location needed to grow the university's business development ecosystem, including expanded accelerator space, dedicated incubator facilities, and new pathways for industry-aligned research partnerships. Institutions such as Wichita State University's Innovation Campus have served as useful benchmarking precedents as Boise State evaluates the potential of this property.

Given its size and strategic positioning, the Nampa parcel would benefit from a comprehensive planning study that explores the full development potential of the site—considering access, land use, building types, infrastructure needs, and overall capacity. Rather than a prescriptive development plan, this study would serve as an illustrative vision for what the manufacturing hub could become. It would highlight the kinds of facilities and partnerships that could strengthen and expand the existing Small Business Development Center program, attract new research collaborations, and support the university's broader economic development mission.

The Nampa property is a rare opportunity to shape an enduring space that broadens Boise State's research footprint, strengthens regional partnerships, and supports the economic vitality of the Treasure Valley.

| BOISE STATE UNIVERSITY RESEARCH AND ECONOMIC DEVELOPMENT NEEDS

The Division of Research and Economic Development (DRED) has identified three major thematic opportunities for research growth and industry partnerships:

1) TECH PARK

A Tech Park could support microelectronics research, attract private-sector partners beyond existing partners, and host Boise State-related spin-offs. The site would benefit from proximity to the College of Western Idaho (CWI) for workforce training and interstate access for regional industry engagement.

Potential development types include:

- Wet and computational research labs
- Technical training facilities
- Light industrial / clean-room space
- High-tech manufacturing (e.g., semiconductors)

2) FOOD SCIENCES CENTER

A Food Sciences Center could strengthen collaboration with studio/Blu, Owens Group and additional private-sector partners. The location's access to CWI and the interstate also supports training and regional business activity.

Potential development types include:

- Research offices and labs
- Light industrial processing space (supporting a range of equipment)
- Testing facilities
- Food and beverage outlets, including incubator kitchens
- Retail spaces in multiple formats
- Shared amenities with an adjacent event center (e.g., restaurant, hotel), where feasible

3) OFFICE-INDUSTRIAL PARK AND PUBLIC PARTNER HUB

This area could provide a home for major public-sector partners such as Idaho National Laboratory (INL) and the U.S. Department of Energy (DOE), supported by workforce pathways through CWI and regional accessibility. Potential development types include:

- Office, laboratory, and industrial facilities
- Advanced manufacturing space
- Applied research facilities supporting nuclear energy sector growth
- Offices and training facilities for government agencies
- Individual agency-specific buildings alongside shared amenities (food services, conference/event space, hotel)



BOISE STATE PROGRAMS

1. Business Accelerator Program Space - Existing
2. Business Accelerator Expansion
3. Maker Space, Printers, Shared Services
4. Research Labs
5. Offices (coworking, accelerator, incubator)

MIXED-USE, AMENITIES

6. Retail Food, Hospitality (1st fl)
7. Hotel (100-150 rms, 2 or 3 upper fls)
8. Conference - Event Space (1st fl)

PARTNERS, ECONOMIC DEVELOPMENT

9. Office Park (4 bldgs. 3-4 st)
10. Light Industrial with Lab -Office (1-2 fls)
11. Industrial-Manufacturing with rail spur
12. Light Industrial-Manufacturing



ATHLETICS AND EVENTS



Boise State envisions athletic and event spaces that inspire excellence, foster community and elevate the Bronco experience. By investing in innovative facilities and dynamic venues, we will create opportunities for student success, community engagement and national recognition, positioning Boise State as a destination for world-class competitions and events.

RECOMMENDATIONS

SUPPORT ATHLETIC EXCELLENCE AND STUDENT-ATHLETE SUCCESS

by providing modern, flexible and well-located athletic facilities that support high-performance training, academic focus, health, and well-being for student-athletes.

- Investments should reinforce the role of athletics in attracting students, developing employable graduates, and strengthening institutional visibility while ensuring the university remains competitive at the conference and national levels.

REINFORCE THE CAMPUS AS A REGIONAL DESTINATION

by planning athletics and event venues to function as year-round destinations that draw visitors to campus and contribute to the local economy.

- Facility planning should acknowledge the documented annual economic impact of athletics and events on the Treasure Valley and State of Idaho.

ENSURE ATHLETICS AND EVENT FACILITIES ARE PHYSICALLY AND PROGRAMMATICALLY CONNECTED TO THE ACADEMIC CAMPUS,

reinforcing their role as integral components of the university rather than isolated destinations.

- Site planning should prioritize walkability, shared spaces, and opportunities for interdisciplinary use and engagement.

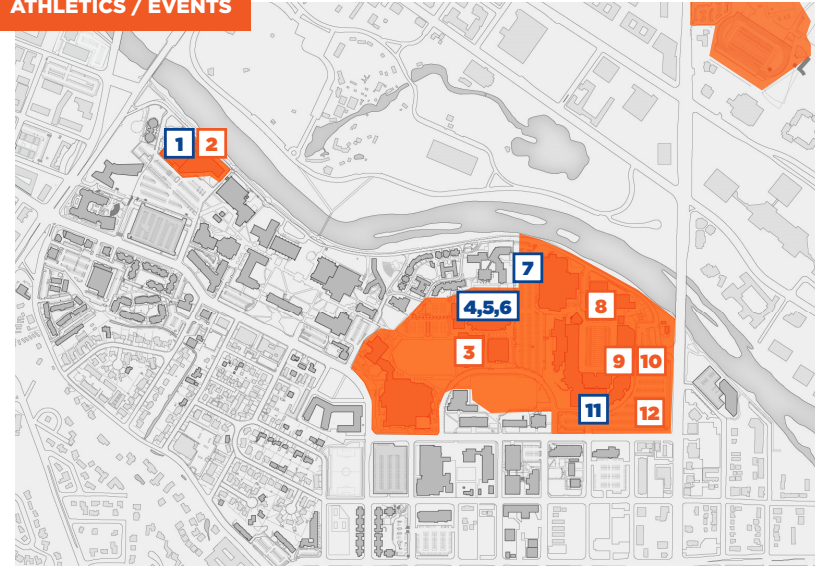
PROMOTE FISCAL RESPONSIBILITY AND LONG-TERM STRATEGIES

by balancing ambition with feasibility and aligning facility planning with realistic funding strategies, lifecycle costs, and return on investment.

ADVANCE EFFICIENCY AND RESILIENCE

by incorporating sustainable design strategies into athletics and event facilities, including energy efficiency, water conservation, and resilient infrastructure capable of supporting large crowds.

ATHLETICS / EVENTS



10 YR CIP PROJECTS AND PLAN

2	Morrison Center - Lobby Restroom Improvements
3	Auxiliary Gym Renovation and Expansion
8	North End Zone Expansion
9	East Lower Bowl Overbuild Study**
10	East Concourse Expansion Study**
12	East Stadium Lot Mixed-Use Development Study

CONCEPTS FOR CONSIDERATION

1	Morrison Center Expansion
7	Turf Practice Field**
11	Varsity Center with Central South Entry**
TBD	New Tennis Center**
EXTRAMILE ARENA IMPROVEMENTS	
4	Exterior Improvement for Event Mall
5	Concourse Renovations and Deferred Maintenance Upgrades
6	ExtraMile Arena Capacity Expansion



ACTIVE PROJECTS IN CONSTRUCTION AND PLANNING

These active projects range from targeted renovations to transformative expansions designed to enhance the student, visitor and community experience while ensuring operational resilience and financial responsibility.

MORRISON CENTER IMPROVEMENTS

The Morrison Center continues to evolve as Idaho's premier performing arts venue and a cultural gateway to the university. Current and planned improvements focus on enhancing guest experience, accessibility and overall connectivity to the campus and community.

- Lobby restroom improvements and renovations will increase capacity, improve accessibility and modernize finishes, addressing long-standing patron needs during high-volume events.





EXTRAMILE ARENA ENHANCEMENTS

As one of the university's most significant public venues, Extramile Arena requires strategic reinvestment to maintain its role as an important destination for athletics, concerts and major community events.

- The arena faces an identified backlog of deferred maintenance building system improvements, including mechanical, electrical, roofing, and life-safety upgrades. Addressing these needs is essential to preserving event reliability, achieving operational efficiency and maintaining competitiveness for touring productions.
- Planned ADA upgrades will improve accessible seating, entry conditions, vertical circulation, and queuing areas.
- A reimagined entry zone will enhance guest comfort, reduce congestion, and better accommodate large crowds.
- A comprehensive expansion of the east side of the arena will strengthen revenue generation and enhance patron amenities.

Key components include:

- Additional restrooms and concessions to address capacity shortfalls and improve event-day experience.
- Expanded lobby space with new elevators and escalators, improve circulation and accessibility.
- New revenue-generating VIP space, offering premium amenities that attract event partners and donors.
- Retractable seating on the east end, increasing flexibility for both athletic competition and event staging.
- Back-of-house expansion, including upgraded storage, coaching, and support spaces to streamline operations and athlete preparation.

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ALBERTSONS STADIUM UPGRADES AND REDEVELOPMENT

Long-term modernization of Albertsons Stadium focuses on competitive positioning, fan experience and revenue-generating ventures to include:

- The North End Zone Expansion will provide enhanced seating opportunities, improved fan amenities, and potential revenue-generating spaces. Designs incorporate views, premium experiences, and integration with future mixed-use development.
- Determining the feasibility of expanding seating capacity on the east and west sides of the stadium, which will increase game-day attendance, support ticket demand, increase revenue for optimal seating, and align capacity with conference and national attendance expectations.
- The feasibility of redeveloping the East Stadium parking area is being studied, with a potential mix of uses including structured parking, housing, hotel, conference and event space. The feasibility study will determine the viability of subsequent public-private partnership development phases.

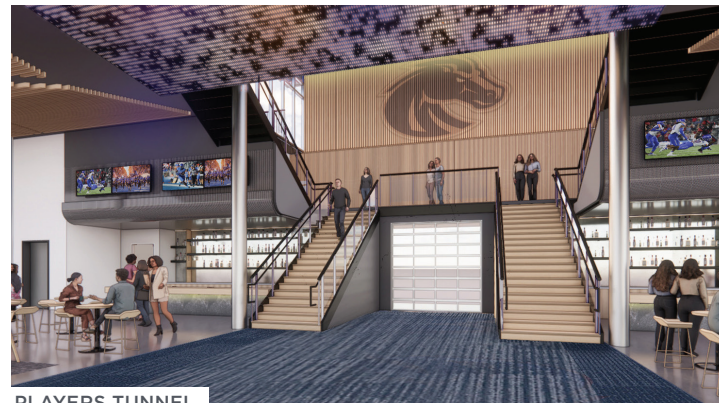
AUXILIARY GYM RENOVATION AND EXPANSION

To meet growing programmatic demands and support student-athlete development, the university is planning enhancements to its auxiliary training facilities.

- Additional practice space, locker room renovations, and a physical expansion will address space shortages for team practices, training and preparation.
- New or improved locker rooms, training spaces, and support areas will promote athlete well-being, improve scheduling flexibility, and improve recruitment competitiveness.



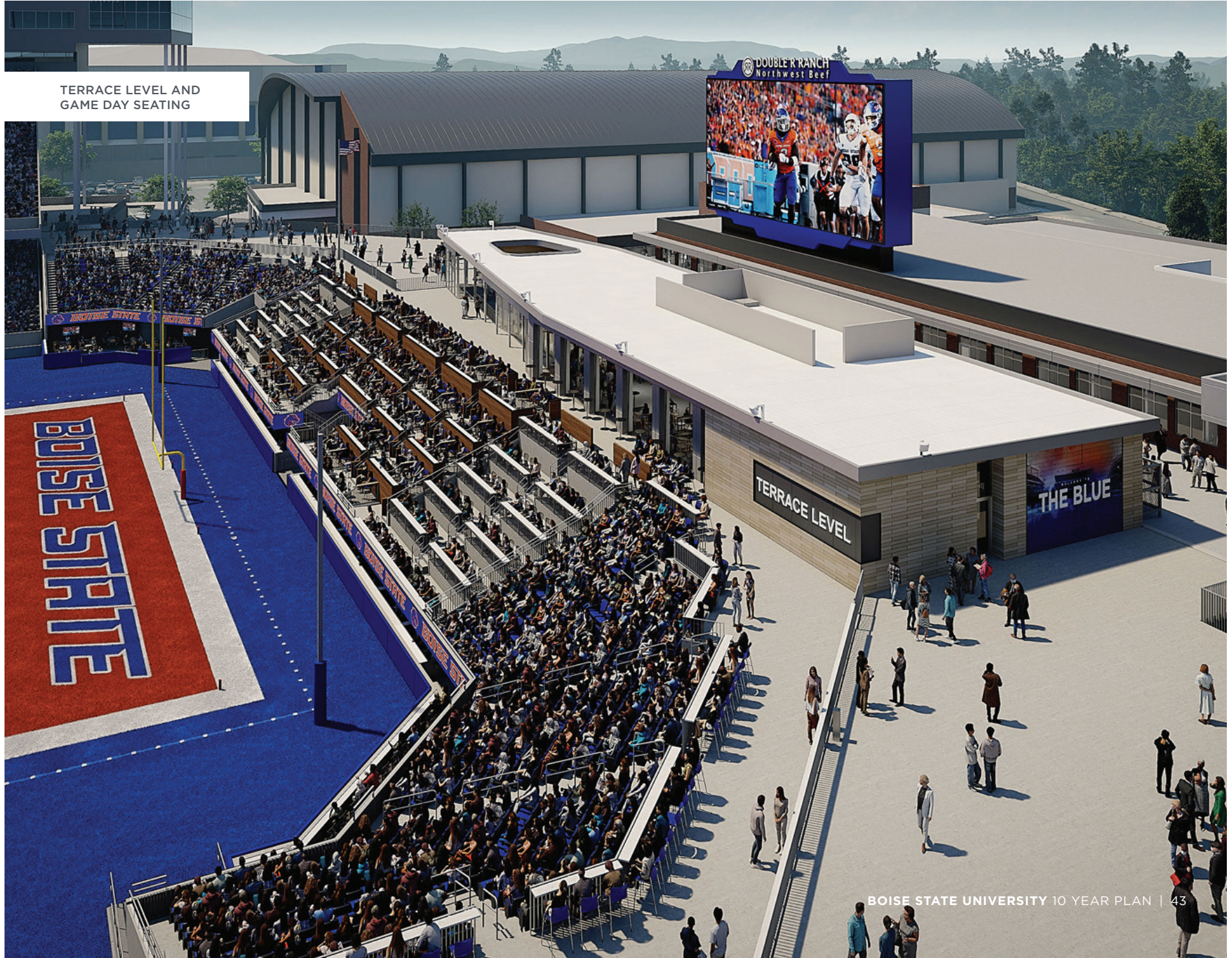
CLUB DINING



PLAYERS TUNNEL



LOGE BOXES AND LEDGE SEATING



TERRACE LEVEL AND
GAME DAY SEATING



CONCEPTS FOR CONSIDERATION

Looking ahead, Boise State University is exploring several long-range opportunities that could further strengthen its athletics and events ecosystem. These concepts are not yet planned, funded, or approved, but they represent strategic possibilities that may support future growth, enhance competitiveness, and expand the university's regional impact. Each concept aligns with the core principles of student success, connectivity, operational sustainability, and the creation of vibrant, community-oriented destinations.

■ ALL-SPORTS VARSITY CENTER

A Varsity Center could consolidate student-athlete support services into a single, high-performance environment designed to elevate academic, athletic and personal development. Potential elements include:

- Holistic student-athlete support may provide academic advising, nutrition services, sports medicine and leadership development programming in a centralized location.
- Expanded coaching and staff offices may provide modern workspaces that support recruitment, collaboration and daily operations across multiple sports.
- Additional administrative and meeting spaces could improve operational efficiency and offer flexible rooms for team meetings, film review and interdisciplinary use.
- This concept would enhance team cohesion, streamline resources, and strengthen Boise State's national competitive profile.

■ OUTDOOR TURF PRACTICE FIELD

A new artificial turf practice field could expand year-round training capacity for football and potentially other field sports. Key considerations include:

- Consistent and reliable training surface, regardless of weather conditions, maximizing practice flexibility during the academic year.
- Reduced wear on existing fields.
- Opportunity for shared use, supporting intramural or club programming during non-team periods if feasible.
- This concept would help meet increased scheduling demands tied to growing participation and changing practice models within collegiate athletics.

■ OFF-CAMPUS TENNIS CENTER

To accommodate rising demand for indoor and outdoor tennis facilities, Boise State may explore the creation of a new off-campus competition and training venue. Potential features include:

- Year-round indoor courts for competition, practice, and community programming.
- Outdoor courts for championship play and training during favorable weather conditions.
- Amenities for athletes and spectators, including locker rooms, seating, and support spaces.
- A future study could evaluate co-development opportunities with private partners, shared financing models, community tennis programming or club partnerships supporting long-term operational viability.

EXTRAMILE ARENA

To ensure ExtraMile Arena remains competitively positioned for athletics, concerts, and large events, several conceptual improvements are under consideration. These improvements would maximize operational efficiency while contributing to a more vibrant event-day atmosphere.

- Exterior improvements and event mall enhancements could include:
 - Adding outdoor gathering and pre-event spaces
 - Providing shading, seating, and landscaping, as well as improved pedestrian flow
 - Support for flexible programming such as festivals, fan zones, and community events
- Concourse renovations and the deferred maintenance strategy will focus on:
 - Updating concourse finishes, signage and lighting
 - Improving wayfinding clarity
 - Addressing long-term building system upgrades as part of a resilience and maintenance roadmap
- Capacity and circulation expansion enhancements could include:
 - Additional restrooms and concessions to reduce wait times and improve comfort
 - Expanded circulation paths to alleviate congestion
 - Adjustments to seating or layout to better support accessibility and premium experience offerings





MORRISON CENTER EXPANSION CONCEPTS

As the Morrison Center approaches its 50th anniversary in 2034, conceptual ideas are emerging that could enhance its role as a cultural anchor for the university and the state.

- A reimagined west entry expansion could:
 - Create a more visible and welcoming arrival space for patrons arriving via the Greenbelt and river corridor
 - Incorporate a café or small food venue, providing year-round services and expand the cultural district
 - Strengthen the Morrison Center's identity as a gateway between campus and the community
- A future lobby expansion could:
 - Improve crowd circulation and queuing during major events
 - Enhance accessibility and wayfinding
 - Reinforce interior-exterior connectivity through daylight views and integrated gathering spaces
- A potential theater expansion may include
 - Backstage expansion, improving artist support spaces
 - New rehearsal rooms, which could also serve as academic or community arts classrooms
 - Improved production infrastructure to attract larger touring performances
- Partnership opportunities and future collaborations may support:
 - Growing K-12 arts programming, enabling expanded outreach and educational experiences
 - City and regional cultural events, leveraging the venue as a key civic arts asset
 - Community arts organizations, providing shared use of high-quality performance and rehearsal environments



VIEW FROM THE GREENBELT





VIEW FROM THE Greenbelt



FIRST LEVEL LOBBY



ENTRY

HOUSING

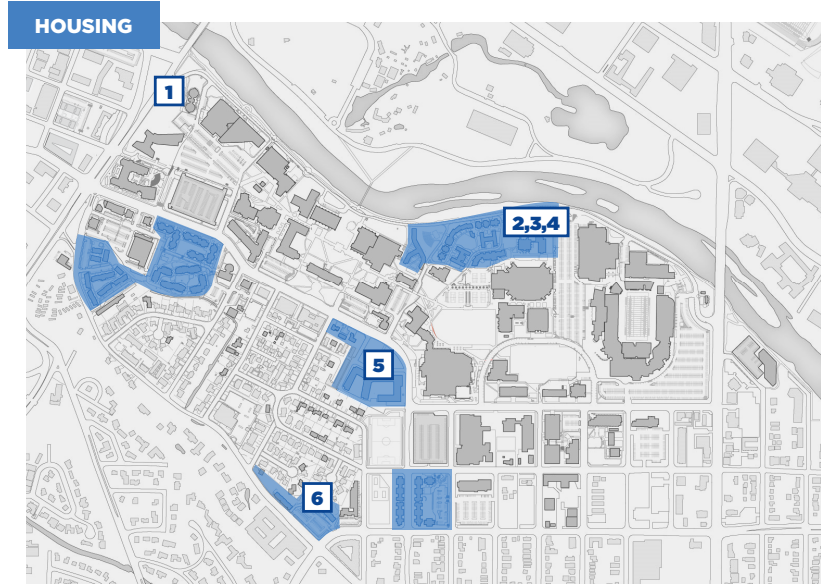


The university's purpose in providing on-campus housing is to enhance student engagement—an outcome consistently linked to improved retention, persistence, and overall student success. This master plan strengthens that mission by envisioning a spectrum of living experiences that meet students where they are and support who they are becoming.

Boise State University’s housing strategy is grounded in the commitment to provide safe, accessible and community-oriented living environments that strengthen student success. As the university addresses current capacity challenges and plans for future growth, it remains essential to offer the right types of housing that align with each phase of a student’s academic journey.

RECOMMENDATIONS

- Provide on-campus housing with an ideal mix of accommodations for the stages of a student’s academic career.
- Prioritize housing for first-year and transfer students.
- Evaluate the renewal of existing buildings versus adding new ones, yet recognize when new buildings are necessary to maintain quality living standards.



CONCEPTS FOR CONSIDERATION

STUDENT HOUSING RENEWALS OR REPLACEMENTS	
1	Towers Demo and Site Redevelopment
2	Chaffee Phased Renewals
3	New Dining Hall
	Ongoing Facility Renewals
NEW STUDENT HOUSING FACILITIES	
4	Chaffee Site Redevelopment
5	Sawtooth Hall Phase II
6	Manor Site Redevelopment



FIRST YEAR

CHAFFEE HALL

DRISCOLL HALL

HONORS COLLEGE AND

SAWTOOTH HALL

KEISER HALL

MORRISON HALL

TAYLOR HALL

TOWERS HALL

SYRINGA HALL

UNIVERSITY SQUARE

SOPHOMORE AND ABOVE

HONORS COLLEGE HALL

LINCOLN TOWNHOMES

UNIVERSITY SUITES

THE OSPREY

GRADUATE AND FAMILY

UNIVERSITY HEIGHTS

UNIVERSITY VILLAGE

CAPACITY AND CURRENT STUDENT DISTRIBUTION

Students experience college differently at each stage, and their housing needs reflect that progression.

1st Year

benefit most from environments that foster connection and a strong sense of belonging

2nd Year

and continuing undergraduates thrive in communities that support deeper engagement and personal development

Graduate

students, balancing academic rigor with increased independence, require housing that offers privacy, autonomy and convenience

CAPACITY AND CURRENT STUDENT DISTRIBUTION

In Fall 2024, the university's total housing capacity was not sufficient to meet the total volume of students requesting on-campus accommodations.

- Syringa Hall opened in Fall 2025 in the heart of campus, which has temporarily addressed the need for first-year and transfer students.
- The university has worked with off-site locations to help accommodate undergraduate and graduate housing needs, yet complicated agreements and maintenance costs make it challenging to meet current demand, not to mention future needs.



1ST YEAR



Traditional Res Hall

200 net square feet/unit
100 net square feet/bed
single, double
triple bedrooms
shared 1:8 bath ratio

2ND YEAR



Semi-Suite

500 net square feet/unit
125 net square feet/bed
mostly double bedrooms
with bath
1:4 bath ratio

CONTINUING UNDERGRADS



Full Suite (Apt Lite)

960 net square feet/unit
240 net square feet/bed
typically single bedrooms
1:2 bath ratio

GRADUATE



Full Suite (Apt Lite)

1,200 gross square feet/unit
300 net square feet/bed
2, 3 or 4 bedroom units
all singles
1:2 bath ratio with
washer/dryer

GROWTH PROJECTIONS AND FUTURE NEEDS

Using modest growth projections and defined goals, it appears the current housing stock may be sufficient to house first-year students on campus for a few years, but the university will likely need to continue to place those students in suites or apartment-style housing to meet this need. If all first-year students were to be housed in more suitable traditional or semi-suite housing there would be a need for approximately

417 additional first-year beds by 2033.

		2024	2025	2033
FIRST YEAR STUDENTS				
Type	Traditional dormitory and semi-suites (number of beds)	1764	2,202	2,202
	Number of beds by goal (60%)	2,410	2,435	2,619
	DIFFERENCE	-646	-233	-417

While housing first-year students is the priority, meeting the stated goals for upper-class and graduate students, in addition to first-year students, would result in a total shortfall of just over

750 beds by 2033.

		FALL 2024	FALL 2025	FALL 2033
TOTAL ON-CAMPUS STUDENTS		16,264	16,434	17,683
STUDENT RESIDENT BREAKOUTS				
Total First-Year Freshman and Transfer Students		4,017	4,058	4,365
Housing Goal	60%	2,410	2,435	2,619
Total Second-Year Sophomores		3,273	3,307	3,557
Housing Goal	22%	720	728	783
Total Continuing Undergraduate		7,587	7,665	8,245
Housing Goal	11%	835	843	907
Total Graduate		1,387	1,404	1,516
Housing Goal	7%	97	98	106
Total Projected Student Demand		4,062	4,104	4,415
Total Capacity		3,266	3,662	3,662
	DIFFERENCE between bed capacity and housing goal	796	442	753

The current Capital Improvement Plan does not include new housing projects; however the Concepts for Consideration includes multiple options that should be studied further. Several housing sites for student housing were identified and evaluated based on the following criteria:

- Zoning constraints
- Suitability for student profile (year, unit type)
- Bed capacity based on allowable height and affordable construction type
- Potential for phasing
- Phased replacement of existing buildings
- Potential to include other uses such as academic spaces, student services and dining



EXISTING AND NEW BUILDING CONSIDERATIONS

BARNES TOWERS

The Barnes Towers property is an asset facing future uncertainty. A recent facility condition assessment provides clarity around deferred maintenance needs, and the decision to maintain or replace will likely be discussed over the next 10 years. If demolished, the site could accommodate a number of viable uses, but the use should be treated carefully due to the iconic nature of the Capitol Boulevard corridor and proximity to the Boise River and Greenbelt. Also if removed, it would lower the university's housing capacity by an additional 301 beds, and serious consideration should be given to bed replacement, or expansion, prior to facility removal.

CHAFFEE RENEWAL

While the full Chaffee replacement is being studied and contemplated, the university has begun planning options for phased renewals of the existing facility. In addition, a plan to add dining to the existing Chaffee facility is being considered.



CHAFFEE REPLACEMENT

This option would remove the entire Chaffee dormitory and replace it with a first-year traditional hall with approximately 650 beds and a second building that would house upper-level undergraduates (second-year and up) as well as a large dining hall on the first floor of the building. This concept could be constructed in two phases.



CHAFFEE – C2 MODEL VIEW LOOKING EAST

| Dining Hall and Housing for 2nd Year and Continuing Undergraduate = 310 beds

- Riverfront café and dining hall, 18,000 gsf in 1st floor podium, mall with food trucks
- Housing Commons with terrace on 2nd floor of podium
- 6 housing floors, semi-suites, 2-4:1 (bed:bath)

| Dining Hall and Housing for 2nd Year and Continuing Undergraduate = 650 beds

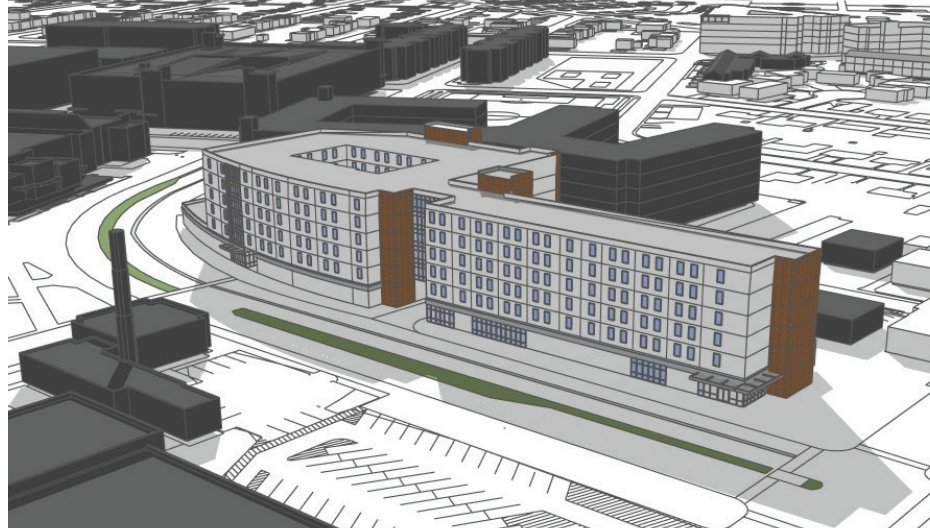
- Semi-suites, doubles, 4-6:1 (bed:bath), 5 floors, no podium
- Breezeways on 1st floor with greenway access



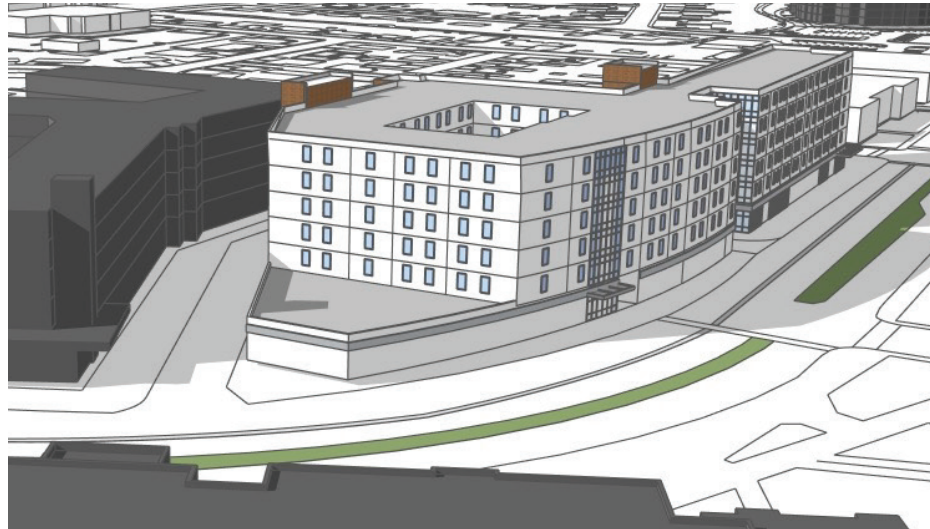
TYPICAL FLOOR



SITE AND FIRST FLOOR



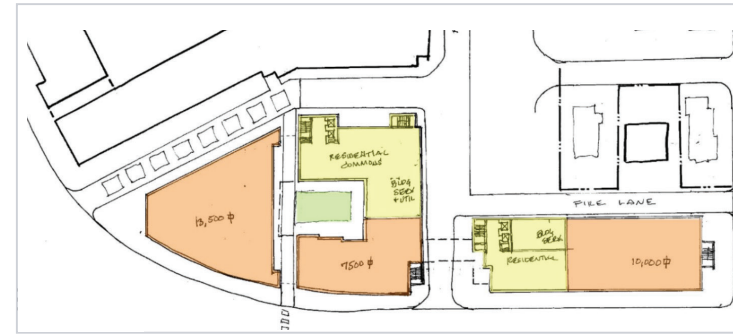
SAWTOOTH HALL II — S2 MODEL VIEW LOOKING EAST



SAWTOOTH HALL II — S2 MODEL VIEW LOOKING WEST



TYPICAL FLOOR



SITE AND FIRST FLOOR

SAWTOOTH HALL PHASE II

The area north of Sawtooth Hall could potentially house a large future residence hall. In addition to housing approximately 600-700 students, a portion of the first floor of this building could house a combination of student services (classrooms, advising spaces, student support). The following outline shows how the current concept could be constructed in two phases.

| East building = 500 beds 1st Year community

- Traditional or suites, doubles, 4-6:1 (bed:bath)
- 4-5 housing floors, 400-500 beds total
- 1st floor podium =20,000 gsf
- Academic student services and success programs

| West building = 200 beds 1st or 2nd Year community

- Semi-suites, mostly doubles, 4:1 (bed:bath), 5 housing floors
- 1st floor podium =10,000 gsf or 2-story podium =24,000 gsf

MANOR REDEVELOPMENT

The existing Manor Apartments were taken off-line and are slated to be demolished in the future. This site could be used to provide housing for upper-level and graduate students, and potentially even faculty or staff through a combination of townhomes and a multistory building with loft-style units. The first floor of the building could house university functions such as campus health services or other similar types of student support services. In addition, the location of this property at the edge of campus might support some retail services.

Townhomes = 30 units

- 12 — 2-bedroom units, 14 — 3-bedroom units, 2-story with tuck-under garage

Lofts for Graduate or Senior Undergraduate = 120 beds

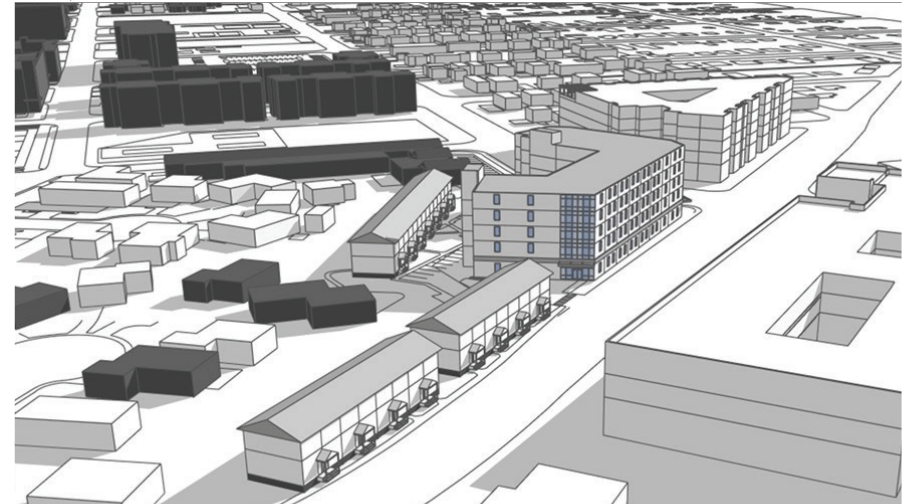
- 4-5 stories for affordability, 120 beds total
- 1- and 2-bedroom units, all single bedrooms, 2:1 (bed:bath)

1st floor Campus Health Center

- Clinic, dedicated parking, storefront wellness and activity spaces



SITE AND FIRST FLOOR



MANOR HALL — M2 MODEL VIEW LOOKING EAST



MANOR HALL — M2 MODEL VIEW LOOKING WEST



TYPICAL FLOOR

CAMPUS LIFE AND STUDENT SERVICES

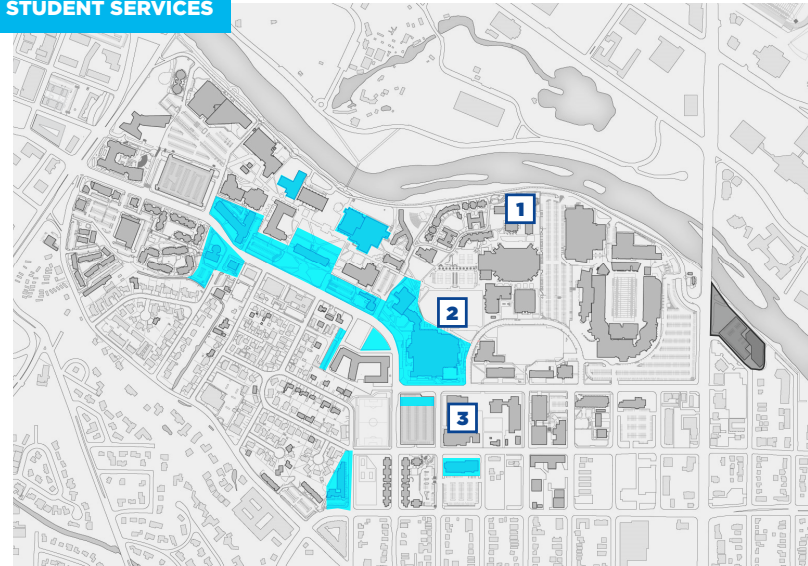


Boise State University is committed to creating vibrant, student-centered spaces that foster connection, well-being and success. From modern study areas and collaborative learning environments to diverse dining options, dynamic event venues, and state-of-the-art wellness and recreation centers, our campus will offer experiences that enrich student life and strengthen community engagement.

RECOMMENDATIONS

- Expand and adapt recreation facilities to support access to fitness, wellness, informal recreation, and intramural activities for all students, faculty, staff, and affiliated users.
 - These spaces should promote physical and mental health, accommodate evolving recreational trends, and remain accessible during both academic and non-academic event periods.
- Activate outdoor spaces and enhance connections to the river to support student needs and activities (recreation, studying, entertainment, connection).
- Enhance interior student study spaces by providing additional seating in existing study locations and more study spaces in existing and new buildings, especially near classrooms and labs.
- Expand and diversify on-campus dining facilities to support projected enrollment growth and to reinforce the university's 'Live Where You Learn' campus ethos.

STUDENT SERVICES



CONCEPTS FOR CONSIDERATION

1	New Dining Hall
2	Intramural Field Improvements
3	Recreation Center - Renovation and Utilization





CAMPUS LIFE NEEDS

Recreation spaces are critical to support students living on-campus and to also provide connection opportunities for students living off-campus. Continued investments in existing facilities like the Recreation Center and the two intramural play fields are vital to supporting student life.

During the initial planning phase, students told us what was important to them. Some priorities included:

- Adding more seating in existing study locations
- Adding study/project spaces in existing buildings, especially near classrooms and labs
- Adding more outdoor seating, study and project space, especially along the river and near the Student Union
- Adding more student-centered spaces (tutoring, help desk, printing, etc) in existing buildings, with a focus on the following buildings:
 - Riverfront Hall
 - Science Building
 - Education Building
 - Library
 - Campus School
 - Mathematics
 - Micron Center for Materials Research
 - Civil Engineering
 - Environmental Research Building
- In addition, students indicated a desire to increase the use of outdoor spaces near the Center for Visual Arts and within the Quad as well as increasing the programming and use of the Centennial Amphitheatre

FUTURE CONCEPTS FOR CONSIDERATION

CAMPUS RECREATION

• INTRAMURAL FIELD IMPROVEMENTS

- One of the key areas identified for improvement for the Recreation Center is the grass field on the north side of the Student Union Building.
- Its usability could be expanded with the installation of turf and lighting. The addition of lighting would not impact local neighborhoods due to its central location.
- The natural topography lends itself to seating that could be utilized by spectators as well as Student Union users.

• RECREATION CENTER

- The climbing gym was recently updated and evaluation efforts are underway to consider converting some play courts to expand fitness and studio space. In addition, the aquatics center requires significant maintenance and upgrades and long-range planning includes utilization options of that space.
- As the student population continues to grow and if additional on-campus facilities are not built, it may be important to explore partnerships with the City of Boise, nearby schools, Boise State Athletics, and others, to increase access to fields and other sports facilities.



PROPOSED NEW CHAFFEE WITH
DINING HALL (BLUE SECTION)

DINING

- Additional dining facilities and options are needed to accommodate the projected enrollment growth. These facilities would ideally be located within a quarter mile of all first-year residence halls and should be easily accessible to delivery trucks.
- One option would be to add a new dining facility near Chaffee Hall either as an addition, within the existing facility, or as a new facility.

ACTIVE TRANSPORTATION



As with most long-range planning, active transportation is informed by data and its real-world impacts. By analyzing ridership trends for shuttles and micromobility, Campus Operations, the Department of Public Safety, and university leadership can make informed, practical decisions that support safe, effective mobility investments.

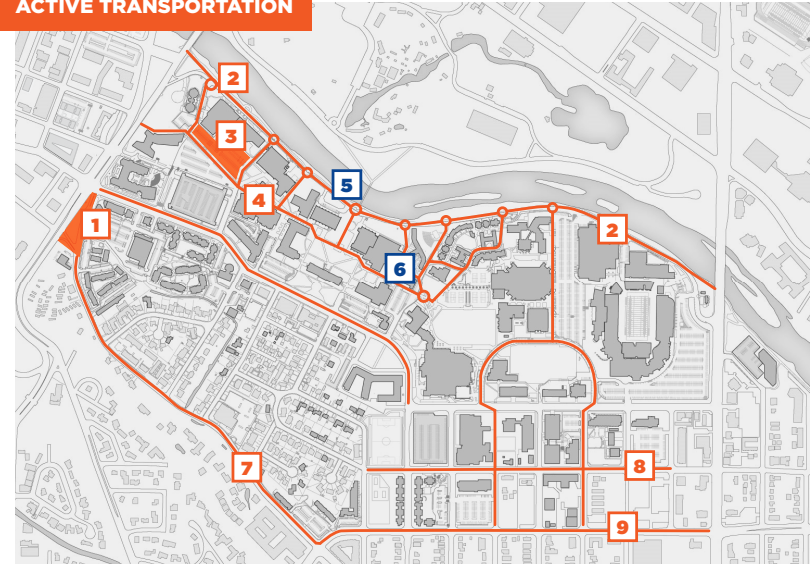
At first glance, active transportation may seem to refer only to human-powered modes. In reality, it is part of a broader system that includes all modes of travel and the ways they interact. Transportation planning considers everything from skateboards, bicycles, and micromobility devices to Bronco shuttles, Valley Regional Transit buses, delivery vehicles and personal cars.

The university is committed to creating a safe, connected campus that supports active mobility within this larger system. By improving Greenbelt access, enhancing parking and campus aesthetics, and designing clear, secure, and efficient routes for pedestrians, cyclists, scooters, and other modes, the campus will be easier to navigate and more supportive of wellness, accessibility and a modern experience.

Each mode of transportation has unique needs. For example, people are more likely to walk when routes feel safe and comfortable, vehicle conflicts and signal delays are minimized, lighting is adequate, and personal safety is addressed. Similar considerations apply to other modes, where design, visibility, continuity and comfort influence overall use. Within this context, approaches such as planning, community programs, educational materials, design and supportive policies can be used together to meet the needs of all transportation modes and reinforce the goals outlined in this master plan.

This idea establishes a framework for integrating active transportation into campus planning and development. It will guide the design of transportation infrastructure and support coordination with campus partners and external agencies, helping to ensure a safe, connected and adaptable transportation system aligned with long-term campus goals.

ACTIVE TRANSPORTATION



10 YR CAPITAL IMPROVEMENT PROJECTS AND PLAN

1	Capitol Blvd/Boise Avenue/Yale Lane Intersection Redesign
2	Greenbelt Pathway Completion
3	Morrison Center Pedestrian Path Safety Improvements
4	Campus Spine Improvements
7	University Drive Improvements
8	South Campus Street Improvements
9	Beacon Street Widening and Streetscaping

CONCEPTS FOR CONSIDERATION

5	Friendship Bridge Plaza Improvements and Quad Connectivity
6	Hemingway Micromobility Hub



| RECOMMENDATIONS

The following recommendations identify specific actions to guide design, coordination and implementation in support of a safe, connected and adaptable campus transportation system.

- Collaborate with community partners to create robust educational opportunities that inform students, staff, and visitors about available transportation options, safety practices and shared responsibilities on campus.
- Improve connectivity to destinations of interest for campus users and Boise residents.
- Continue upgrading and looking for opportunities to enhance pedestrian visibility.
- Strengthen the association with multimodal travel and sustainability through integrated planning and consistent design.

| MICROMOBILITY RIDERSHIP

159k rides

In 2025 out of 970k rides in the City of Boise, over 159k were started on campus.

| SHUTTLES

Average ridership per month by semester in 2024 and 2025

21,207 Fall

19,006 Spring

8,111 Summer

| CYCLE LEARNING CENTER

900 flat-tire repairs

2,000 bicycles tuned and repaired

1,000+ bike-related purchases

ACTIVE PROJECTS IN CONSTRUCTION AND PLANNING

ESTABLISHING STANDARDS: CONNECTIVITY AND SAFETY IMPROVEMENTS

When conducting studies or implementing capital projects, the university aims to ensure that there is continuity, predictability and comfort built into one's choice of commuting. Prioritizing both connection and safety reduces barriers to active travel, encourages everyday use and supports a campus environment that is healthy, accessible and livable. This is an ongoing effort that will be reinforced through planning, design standards and phased into projects as opportunities arise.





GREENBELT PATHWAY COMPLETION

A connectivity and safety project is completing the pathway along the Greenbelt that runs along campus. The Boise river pathway spans more than 29 miles, connecting three cities across the Treasure Valley serving both commuters and recreational users. On campus, roughly two miles of the Greenbelt link students living in the Lusk District with Albertsons Stadium, University Plaza, and Ron and Linda Yanke Family Research Park.

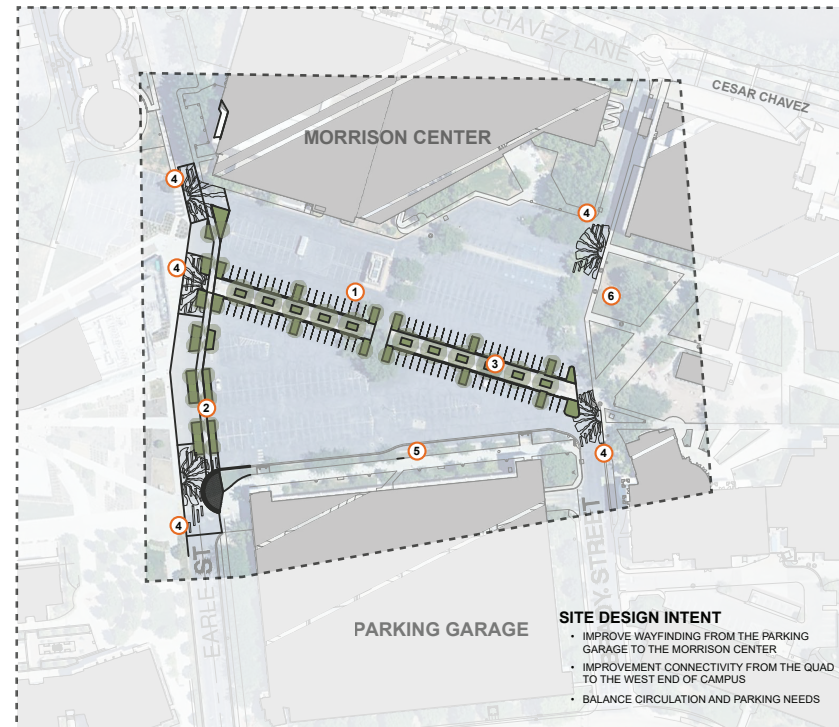
Boise State has incrementally improved Greenbelt infrastructure where it intersects the campus to address safety concerns, respond to adjacent neighborhood interests and strengthen the campus-river connection. Human-scale design elements—such as improved lighting, widened pathways, and pocket seating—enhance comfort, visibility and safety while reinforcing appropriate travel speeds for cyclists and e-mobility users. Conservation-focused strategies, including stormwater management and native landscaping, balance human use with the surrounding natural environment. Supported in part by grant funding, these improvements have been implemented in phases. Starting early summer of 2026, the next phase will extend established improvements westward from the eastern campus edge to create a continuous, high-quality corridor from Capitol Boulevard to Broadway Avenue.

MORRISON CENTER PEDESTRIAN PATH SAFETY IMPROVEMENTS

Making the perimeter of the Morrison Center for the Performing Arts a more welcoming and accessible environment is a project that will help reach the long-term vision of a campus that is connected and easy to navigate.

The Center's location highlights the importance of integrating cultural destinations into campus planning, and these enhancements have been identified for future integration:

- Building a safe, accessible pathway from garage parking to the Morrison Center entry on Cesar Chavez Lane is a priority.
- Improve safety and ease of crossing between Grady Garage and the Micron Business and Economics Building.
- Create areas for placemaking and public art installations.
- Increase lighting, waterwise landscaping, and restriping the parking lot and pedestrian areas.
- Install more bike and micromobility parking.



MORRISON CENTER CONNECTOR

1. DRIVE AISLE REDUCED CODE MINIMUM
2. PEDESTRIAN CONNECTION WITH LIGHTING
3. EXPANDED PARKING LOT CIRCULATION CORRIDOR
4. DECORATIVE INTERSECTION
5. POTENTIAL DECORATIVE FENCING & SIGNAGE
6. BIKE CORRAL STRUCTURE

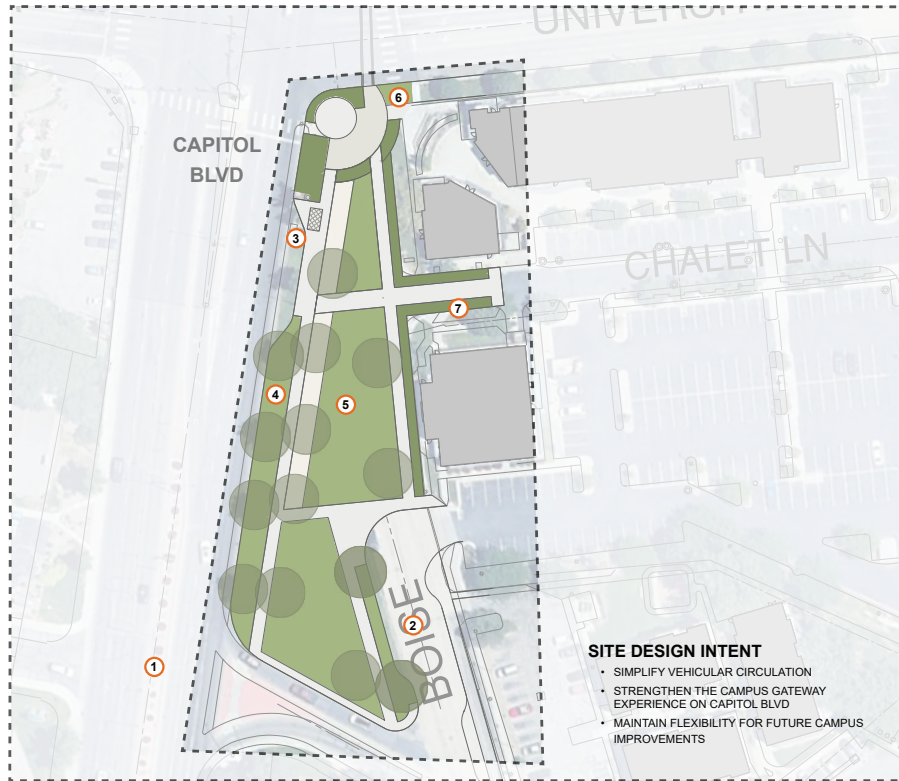
UNIVERSITY DRIVE

The cities in Ada County have a unique roadway governance structure. In 1971, Ada County residents created the Ada County Highway District (ACHD) to consolidate multiple highway districts into a single agency responsible for roadway conditions and funding across the county. This consolidation streamlined project delivery and improved coordination.

While ACHD manages most roads, some right-of-ways fall under Boise State University, the City of Boise, or—in the case of designated highways such as Broadway Avenue—the Idaho Transportation Department. Despite its name, University Drive is not owned by Boise State; it is operated by ACHD. Boise State and ACHD maintain a strong working relationship to improve safety and traffic operations in and around campus.

Achieving the vision for this heavily used corridor requires several coordinated improvements. On the east end of the drive, delineators — reflective guidance devices - have been installed along the road to create curb extensions and improve pedestrian visibility when crossing. Moving west down University Drive, the segment of Theatre Lane to Lincoln Avenue will be the focus for the next projects. This location can support an enhanced pedestrian crossing, likely a “Z Crossing,” to improve student safety and visibility. As the corridor continues, concepts include protected bike lanes, floating transit stops, landscaped medians and improved crossing visibility. These improvements will likely need to be implemented incrementally over the next 10 years, through a mix of agency funds and, ideally, through awarded grant support.





CAPITOL BLVD IMPROVEMENTS

The intersection of Capitol Boulevard and University Drive is currently complex and unsafe for pedestrians, and concerns have grown with increased student housing and foot traffic in the Lusk District. To improve safety and simplify movements, the proposed solution would eliminate the existing Boise Avenue “spur” and enhance the intersection where Boise Avenue and Yale meet Capitol Boulevard.

This concept was closely studied both during ACHD multi-use pathway project, and more recently during the university site planning efforts for the new Science Research Building. While it remains a concept, it is reflected as a university priority on ACHD’s Five-Year Plan, and a concept study is anticipated in the future. This change to the corridor will also allow a more prominent siting of a future gateway academic building, taking full advantage of a location on Boise’s most iconic corridor.

BOISE AVE GATEWAY

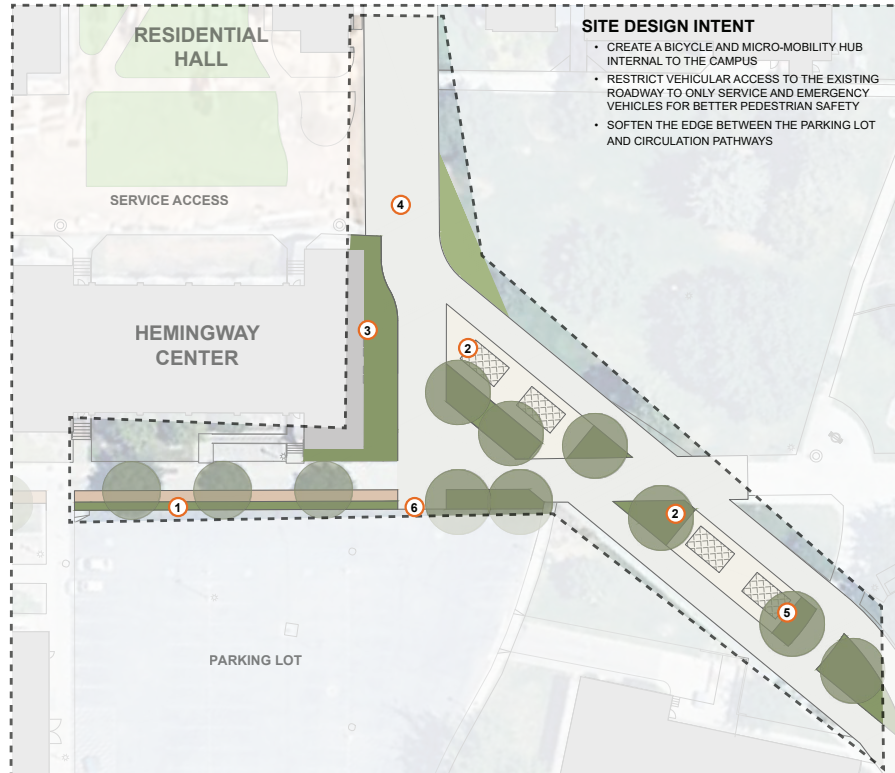
1. BOISE AVE INTERSECTION
2. PARKING LOT ACCESS
3. VRT BUS STOP PULL OUT
4. CAPITOL BLVD STREETScape STANDARDS
5. INTERIM LANDSCAPE
6. INTERSECTION GATEWAY IMPRESSION
7. CLOSED DRIVE AISLE

SOUTH CAMPUS STREET IMPROVEMENTS

Over the past two decades, the campus has expanded southward, replacing former university owned structures with new academic and research facilities such as the Micron Center for Materials Research, Leatherman Peak, and the Environmental Research Building, with additional projects underway. However, much of the surrounding roadway infrastructure has not kept pace with this growth; many streets remain unimproved, lacking curbs, gutters, and sidewalks. These conditions create safety and aesthetic challenges, highlighting the need for streetscape enhancements aligned with the Campus Master Plan.



CONCEPTS FOR CONSIDERATION



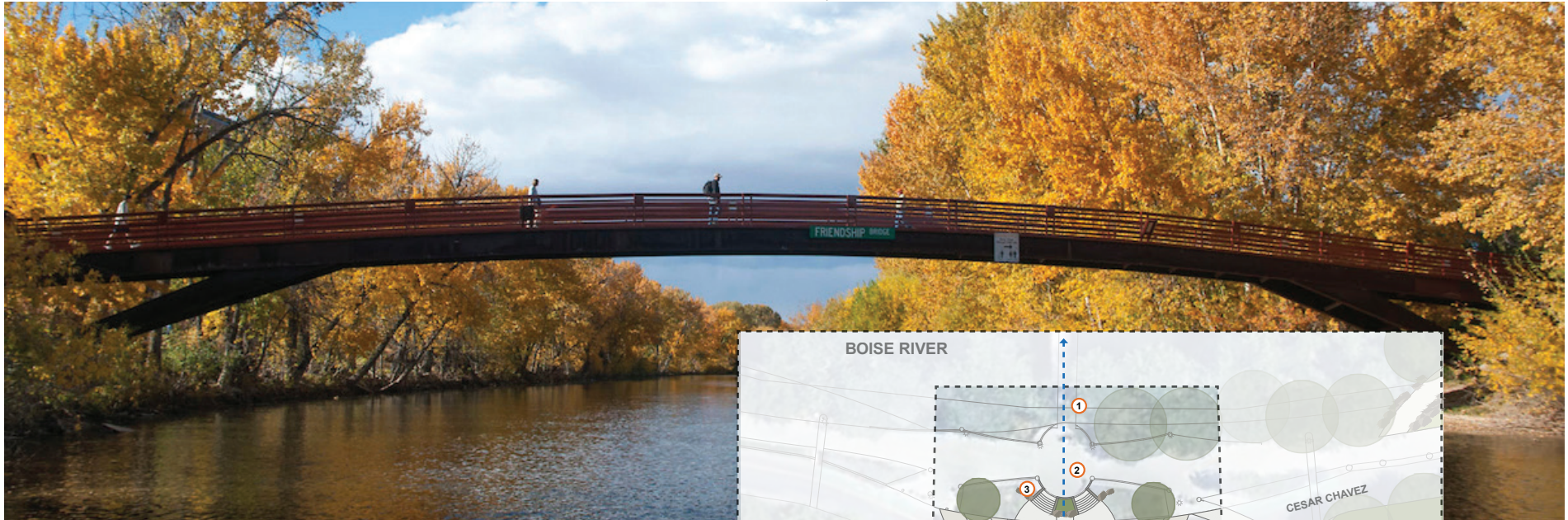
HEMINGWAY CENTER MICROMOBILITY HUB

1. LANDSCAPE PLANTER TO BUFFER PARKING LOT
2. MICROMOBILITY HUB
3. FOUNDATION PLANTING
4. 20' WIDE PEDESTRIAN CIRCULATION & SERVICE/FIRE ACCESS
5. EXISTING SHELTER REUSE
6. SECURED ACCESS

HEMINGWAY CENTER MICROMOBILITY HUB

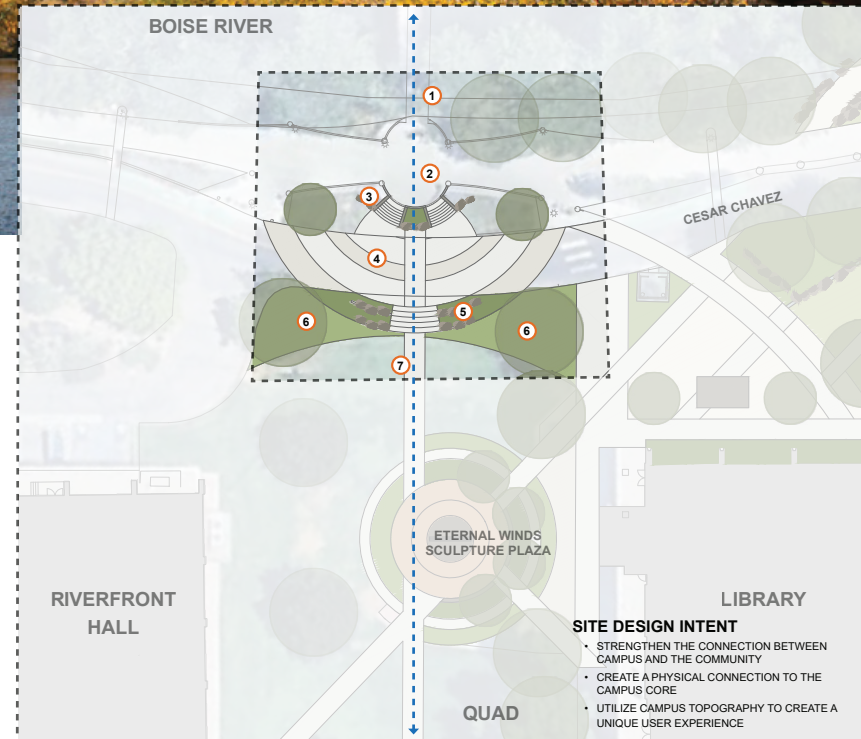
Using micromobility as an option for transportation involves devices powered by electric motors. Whether personally owned devices or through rideshare applications, e-scooters and e-bikes have become very popular on campus. This project stemmed from just that. The hub, when complete, will incorporate elements from the design standards for active transportation travel and landscaping guidelines. While this is not an active project, certain elements are being executed to help users understand where micromobility amenities belong and to reinforce predictable, orderly use. As a first step, the university will install a charging shelter for e-devices. Positioned within a primary active transportation corridor and adjacent to important destinations, the facility offers convenient, visible access to charging outside of residence halls.





FRIENDSHIP BRIDGE AND QUAD CONNECTION IMPROVEMENTS

Built in 1977, Friendship Bridge is symbolic – not only in name, but in the way people use it every day. It was intended to serve as a gateway between the City of Boise and campus. Overtime the bridge has evolved into an active corridor connecting Greenbelt users to concerts, river activities and nature, public art installations and transit. However, there is opportunity to create a clearer connection to what campus has to offer, for both students and the greater Boise population. By strengthening friendly and accessible connections to campus, residents and visitors may feel more invited to experience the public spaces the university offers.



FRIENDSHIP BRIDGE CONNECTION

1. EXISTING FRIENDSHIP BRIDGE
2. EXISTING LANDING
3. CONCRETE STAIRS
4. ENHANCED DRIVE CROSSING
5. SLOPE STAIRS
6. SLOPE REVEGETATION
7. AXIAL CONNECTION TO QUAD

ADMINISTRATIVE OPERATIONS



Administrative Operations include the mix of facilities that primarily provide administrative and permanent operational support for the university. This includes office buildings, warehouses, structured parking, and staging areas for construction project equipment and materials. While structured parking may easily fit within the Active Transportation section, it is viewed as an integral component of daily operational responsibilities and strategies.

As enrollment continues to grow, so do the demands on these areas. While that relationship isn't always parallel, the institution must think strategically about provisioning facilities and infrastructure for administrative operations. Doing so will maintain expected service levels, foster customer satisfaction, and enable future mission-critical buildings to capture ideal site locations and opportunities.

RECOMMENDATIONS

- Emphasize responsible and efficient use of space for administrative purposes. This includes land, and the physical spaces within buildings. Space guidelines should adapt and directly inform decisions related to remodels, new buildings and consolidations.
- As land constraints impact site opportunities for future academic buildings, consideration should be given to consolidation efforts, especially for units with similar functions and space requirements. These units continue to operate from disparate locations across campus, and often in ideal development sites.
- Proactively plan for administrative and operational infrastructure needs that will impact overall continuity. This includes, but is not limited to utility capacity, transportation infrastructure, and facilities that can accommodate growth in administrative areas such as Public Safety, Fleet and Campus Operations.

ADMINISTRATIVE OPERATIONS



10 YR CIP PROJECTS AND PLAN

1	Emergency Operations Center Buildout
4	New Parking Structure
6	Beacon Street Widening and Streetscaping

CONCEPTS FOR CONSIDERATION

2	University Plaza Administrative Backfill
3	High/Medium Voltage Loop and Additional Substation
5	Administrative Operations Building



ACTIVE PROJECTS IN CONSTRUCTION AND PLANNING

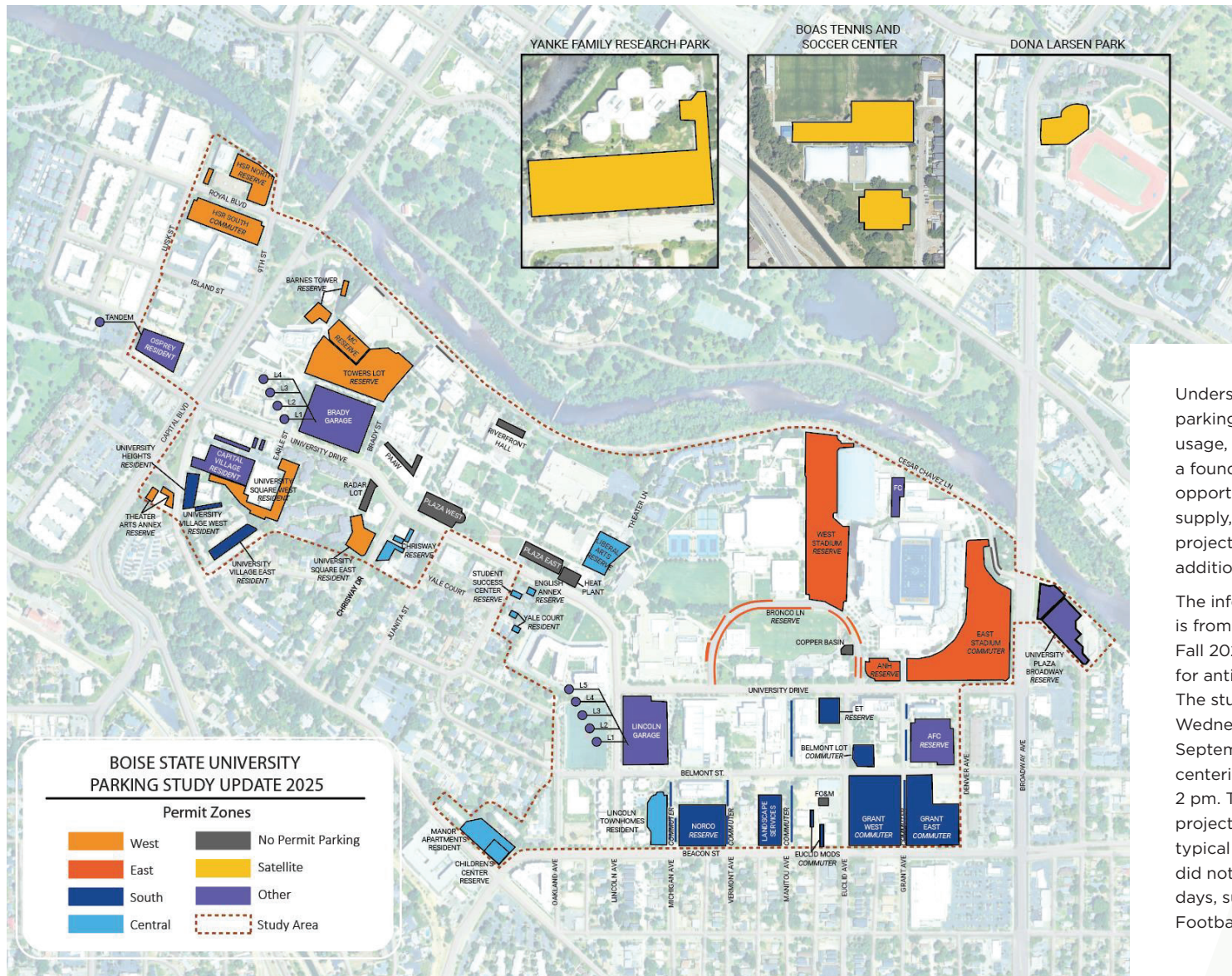
- **EMERGENCY OPERATIONS CENTER BUILDOUT:** This project will expand and enhance the university's Emergency Operations Center (EOC), with a new location that is more capable of accommodating these unique functions. The new location is adjacent to other Department of Public Safety functions, and will be complete during the latter half of 2026.
- **NEW PARKING STRUCTURE:** A third parking structure has been anticipated through master planning updates. The 2015 plan anticipated numerous structures over its 30-year time horizon, but this plan envisions a single garage in the southeast portion of campus. To date, the only planning work that has occurred is the study conducted by Walker. That study identifies the need for 430 additional parking stalls by 2034, but if built, a new garage would likely provide additional capacity to accommodate needs beyond 2034.
- **BEACON STREET WIDENING:** Boise State is nearly finished implementing improvements outlined in its Right-of-Way and Property Exchange Agreement held with the Ada County Highway District (ACHD). This project represents the last infrastructure requirement, which includes the widening and placement of a detached sidewalk from Euclid Avenue to Denver Street. Once complete, ACHD will be able to plan for bike lanes along the Beacon corridor adjacent to campus.



CONCEPTS FOR CONSIDERATION

- **ADMINISTRATIVE OPERATIONS BUILDING:** This concept would provide space to consolidate several operations-focused departments into one location. Potential occupants include Campus Operations, Department of Public Safety, and Housing and Residence Life.
- **THIRD IDAHO POWER ELECTRICAL FEED AND ASSOCIATED INFRASTRUCTURE:** This initiative involves partnering with Idaho Power to address the electrical needs of Boise State's growing campus, while improving operational resilience. Much of campus currently relies on two Idaho Power electrical feeds originating from a single substation in downtown Boise. Campus growth in recent years has already reduced redundancy on this system, and continued expansion will eventually exceed the capacity of these circuits. Bringing an additional medium voltage electrical feed to campus from a different Idaho Power substation would provide increased capacity to support the university's long-term growth, while enhancing resilience.
- **UNIVERSITY PLAZA ADMINISTRATIVE BACKFILL:** The University Plaza Building, often referred to as the "Mirror Building," provides a strong opportunity to consolidate administrative functions over the next 10 years. Various units, such as University Financial Services and Human Resources are already located in the building, and further consolidation will improve efficiencies and collaboration.

PARKING STUDY RESULTS SUMMARY



Understanding the existing parking infrastructure's capacity, usage, and challenges provides a foundation for identifying opportunities to improve parking supply, manage demand, and project the future need for additional parking infrastructure.

The information in this section is from data collected from the Fall 2025 semester to prepare for anticipated campus growth. The study took place on Tuesday, Wednesday, and Thursday September 16 - 18, with counts centering on 10 am, noon, and 2 pm. The study and demand projections account only for a typical day of a typical week and did not account for large event days, such as Boise State Broncos Football home games.

PARKING STUDY RESULTS SUMMARY

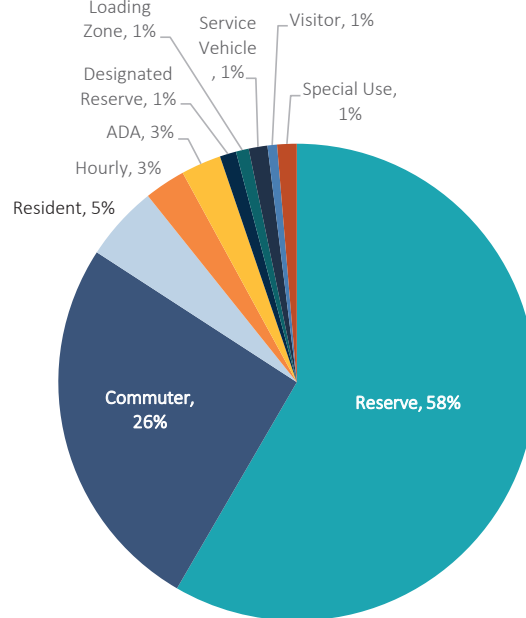
The total inventory of parking spaces was recorded at 7,638 which includes satellite zones, University Plaza Broadway, and Yanke parking locations. Reserved spaces hold 55% of the total inventory. The peak-hour demand for parking was on Wednesday at 12 pm with an overall occupancy of 81%. During this hour, the occupancy for permitted spaces alone was 84%.

WHAT IS THE 85% THRESHOLD?

This threshold is significant because it is the point at which users perceive a parking system or facility to be full. During data collection, there was no time period reflected in the systemwide occupancy that exceeds the threshold. Projecting 10-years into the future, parking demand is expected to reach 90%. In this timeframe, there will be 66 parking spaces permanently lost to development projects on campus which should prompt a discussion with stakeholders on looking at new ways to manage parking. Boise State is always thinking of innovative ways to build more residential development, if an opportunity were to come to fruition, additional parking analysis will need to be considered.

To remain below the 85% occupancy threshold, Boise State should consider adding 370 parking spaces by 2035.

PARKING INVENTORY BY SPACE TYPE



SPACE TYPE	INVENTORY	PERCENT OF INVENTORY
Reserve	4,441	58%
Commuter	1,951	26%
Resident	386	5%
Hourly	219	3%
ADA	208	3%
Designated Reserve	84	1%
Loading Zone	67	1%
Service Vehicle	96	1%
Visitor	49	1%
Special Use	100	1%
EV	20	0%
Carpool	17	0%
Total	7,638	



PERMITS

Types of permit parking space:

- **RESERVE:** Available to commuter students and employees, designed to create reliability and are mostly found in the two parking garages on campus.
- **COMMUTER:** Commuter students and employees can purchase these permits at a lower cost than reserved permits, but the commuter spaces are located in less convenient areas.
- **RESIDENT:** Only resident students are eligible to purchase these types of permits. Residents can park in designated resident spaces and also have access to garages.

ELECTRIC VEHICLE (EV)

- Current capacity: 14 EV charging stations, 14 average charging sessions daily
- Adequate for current use, additional stations recommended with dally sessions reach 35
- Recommend setting policies to cover charging costs and increase turnover

PEER REVIEW

- Boise State's parking fees were compared to the City of Boise and the University of Reno Nevada (UNR)
- Rates were determined to be competitive with UNR and significantly lower than the local market, justifying higher hourly rates

COMMUNITY PROGRAMMING

When considering all aspects of commuting, it is important to take a holistic approach to support solutions and programs that serve both the university and the greater Boise community.

For example, Boise State has partnered with Valley Regional Transit to offer free bus transportation to all students—on and off campus—along with faculty and staff. Six routes connect academic and residential buildings and link the campus to the broader regional transit system.

Building on this innovation, professors in Urban Studies and Community Development in the School of Public Service created “Bus Day Ever,” an annual field trip where students ride a different route each year with Valley Regional Transit staff. The trip combines the campus shuttle with regular bus lines while teaching students how to use transit apps, pay fares, track buses, and navigate the system. This hands-on experience not only raises awareness of transportation options but also builds confidence, encouraging greater use of public transit.

These programs are just the beginning of opportunities to encourage behavior change, ease parking pressures, and expand commuting options for students, faculty, and staff.

RECOMMENDATIONS

- Loading zones have the lowest occupancy, at 31%. Lower occupancy is desirable to ensure delivery trucks can navigate campus easily; however, this level may indicate an opportunity to reallocate some of these spaces.
- Resident permit spaces also show relatively low occupancy (69%). Because residents live and attend school on campus, they are less likely to move their vehicles throughout the day. However, since resident permits allow parking in garages as well as designated resident spaces, many residents may be using both. This presents an opportunity to further monitor and analyze resident parking patterns to better understand behavior and inform future management strategies.
- Boise State uses a zone-based parking system that assigns permits to specific areas of campus. While some zones operate below the 85% occupancy threshold, others exceed it. For example, East Commuter parking reaches 98% occupancy during peak hours, while Central Reserve is at 64%, which may contribute to user frustration. This suggests an opportunity to evaluate zone balance and consider adjustments to better distribute parking demand.
- Expand community programming options to help support staff, faculty and students choose alternative modes of transportation.

ADMINISTRATIVE OPERATIONS BUILDING

Boise State's operations-focused units exist in scattered sites, and in facilities that are either inadequate or challenging due to proximity. In large part, Boise State has relied on a strategy of using facilities that are temporary in nature (modular buildings) or adaptive re-use (retail suites) for operational needs. Additionally, these facilities are often in locations that have a higher and better use for academic or research purposes. For example, the Carpenters Shop and Fleet Maintenance buildings are in premier real estate along University Drive.

To equip leadership with a long-term vision for these operational units, a consolidation study was performed during 2024. This study examines numerous units and departments, testing the feasibility of a centralized and consolidation location.

Those groups include:

- **CAMPUS OPERATIONS**
 - Architectural and Engineering Services
 - Campus Planning and Space Management
 - Facilities Operations and Maintenance
 - Office of Sustainability
- **DEPARTMENT OF PUBLIC SAFETY**
 - Public Safety
 - Emergency Management
 - Security, Police and Event Operations
 - Threat Assessment and Public Safety Systems
 - Transportation and Parking Services
 - Fleet Management
- **HOUSING AND RESIDENCE LIFE MAINTENANCE**

The study considers the site of the Leatherman Peak building and the property on the surrounding block. This location already leans toward a long-term operations focus, and its proximity to Beacon Street and the adjacent neighborhoods provide an appropriate match for necessary facility massing and scale.

The total space needed for the consolidation is approximately 55,000 square feet. Leatherman Peak, a 9,000 square foot building, would contribute to those needs, so the amount of new space needed is approximately 46,000 square feet. Leatherman Peak would continue to support the Central Receiving function, and could host the Transit Center if Facilities Operations and Maintenance relocated to a portion of a new building. Key considerations for this study include:

- The consolidation would clear over a dozen buildings and sites around campus for alternate use, many of which are in prime academic or research locations.
- The southeast corner of University and Capitol is a gateway entrance and continues to be held for a signature academic or research building. This consolidation would accommodate a complete relocation of the Department of Public Safety who primarily occupies the existing facilities in that area.
- The consolidation could occur in phases, either as funding allows or when new academic and research facilities demand it. The Leatherman Peak building was constructed due to the Micron Center for Materials Research being built.
- Housing and Residence Life could vacate the problematic Island Avenue facility in the Lusk District, and have a facility more centrally located to their facilities and campus itself. The Island Avenue facility could then be monetized.
- Improved proximity of these units will enhance collaboration and introduce operational efficiencies.



UNIVERSITY PLAZA ADMINISTRATIVE BACKFILL

This building is located on Broadway Avenue, directly across from Albertsons Stadium and is approximately 108,000 gross square feet with an attached parking garage that includes 313 spaces. Due to the proximity of this building to campus, the university began leasing spaces in the building in 2013 and a few groups were moved into the building. The footprint of the university-occupied spaces continued to grow over the next few years, and in April 2020, the university purchased the building. The goals of this purchase included:

- Initially retaining existing non-university tenants as a mechanism to pay the debt-service on the building, with a long term vision to eventually backfill those spaces as leases expire with university departments
- Establishing the building as an administrative building to house support groups that can be located on the periphery of campus
- Relocating or consolidating administrative groups in the building to free up space in the center of campus for academic and academic support groups

This strategy has worked well and at this time approximately 42% of the building's 73,000 leasable square feet is occupied by non-university tenants. This will decrease to 35% in the summer of 2026 due to additional leases that are set to expire. The remaining tenants are expected to remain in the building for the next few years and as those leases expire, the university will evaluate whether or not they should be renewed.

Groups currently housed in the building include

- University Financial Services
- Office of Information Technology (OIT)
- Human Resource Services
- Office of Compliance and Ethics

Several long-term tenants recently moved out of the building and with the additional lease expirations



summer 2026, a back-fill plan for those spaces has been proposed which includes the following:

- The consolidation of several OIT groups on the 4th and 5th floors of the building which will free up other spaces within the building and on the main campus
- The relocation of the Office of Communications and Marketing from the Alumni and Friends Center to accommodate growth needs and staff consolidation for the University Foundation
- The consolidation of the Division of Research and Economic Development which will bring those groups together from the main portion of campus and the Yanke Family Research Park (YFRP). This proposal would free up valuable space in the

Administration Building, Riverfront Hall and YFRP while increasing the collaboration among several groups that are currently scattered throughout campus

- Retaining some of the space to use as swing-space to support groups that are displaced by renovation and capital renewal projects.

If the plan is executed fully it would free up approximately 20K square feet, with nearly 13,400 of that square footage in the main portion of campus.

The long-term vision is to continue to move additional administrative and support groups into the building with eventually 100% university occupancy.

EXTERIOR IMPROVEMENT PLAN



Boise State is committed to transforming its outdoor spaces into vibrant, cohesive environments that enhance campus life and build connections to the community it serves. This section focuses on revitalizing developed areas for design consistency, activating spaces for social and study opportunities, and leveraging the Greenbelt as a defining feature of campus connectivity. By prioritizing exterior projects, creating a flexible design framework, and expanding options for gathering and recreation, we will ensure that Boise State's outdoor spaces reflect our goals of innovation and long-term stewardship.

10-Year Capital Improvement Projects and Plan

- 1 | Capitol - Boise Avenue - Yale Intersection Redesign
- 2 | Morrison Center Pedestrian Path Safety Improvements
- 3 | Campus Spine Improvements
- 4 | Riverfront Plaza
- 5 | University Drive Reconstruction
- 6 | Greenbelt Pathway Completion
- 7 | South Campus Street Improvements
- 8 | Beacon Street Widening and Streetscaping

Concepts for Consideration

- 1 | Morrison Center Expansion
- 2 | Friendship Bridge Plaza Improvements and Quad Connectivity
- 3 | Amphitheater Pavilion Improvements

| RECOMMENDATIONS

- Prioritize more effective use of exterior campus spaces to support daily campus life.
- Refresh and improve existing developed sites to strengthen design cohesion and consistency across campus.
- Expand opportunities to activate outdoor spaces by supporting social gatherings and informal study for a wide range of users.
- Leverage the Greenbelt as a unifying feature to better connect campus corridors and engage the broader community.
- Identify and maintain a prioritized list of exterior improvement projects that can advance as funding becomes available.
- Promote campus continuity by developing a Landscape Guideline to design a framework that can be implemented by future administrations and staff.



ACTIVE PROJECTS IN CONSTRUCTION AND PLANNING

RIVERFRONT PLAZA

Riverfront Plaza is envisioned as a vibrant outdoor destination that activates the area north of Albertson's Library while strengthening connections to Syringa Hall, the Boise River Greenbelt, and Cesar Chavez Lane. The project would create a welcoming setting for informal gatherings and everyday campus life while improving safety through increased activity and visibility along the corridor. Planned elements include a new accessible entrance to the north side of the Library, expanded hardscape to support programmed use, and infrastructure that allows the space to evolve over time. Potential tiered seating that works with the natural topography, bike parking, and flexible open areas will provide a park-like "third place" for students and community members to gather, relax, and connect to the river.



CONCEPTS FOR CONSIDERATION

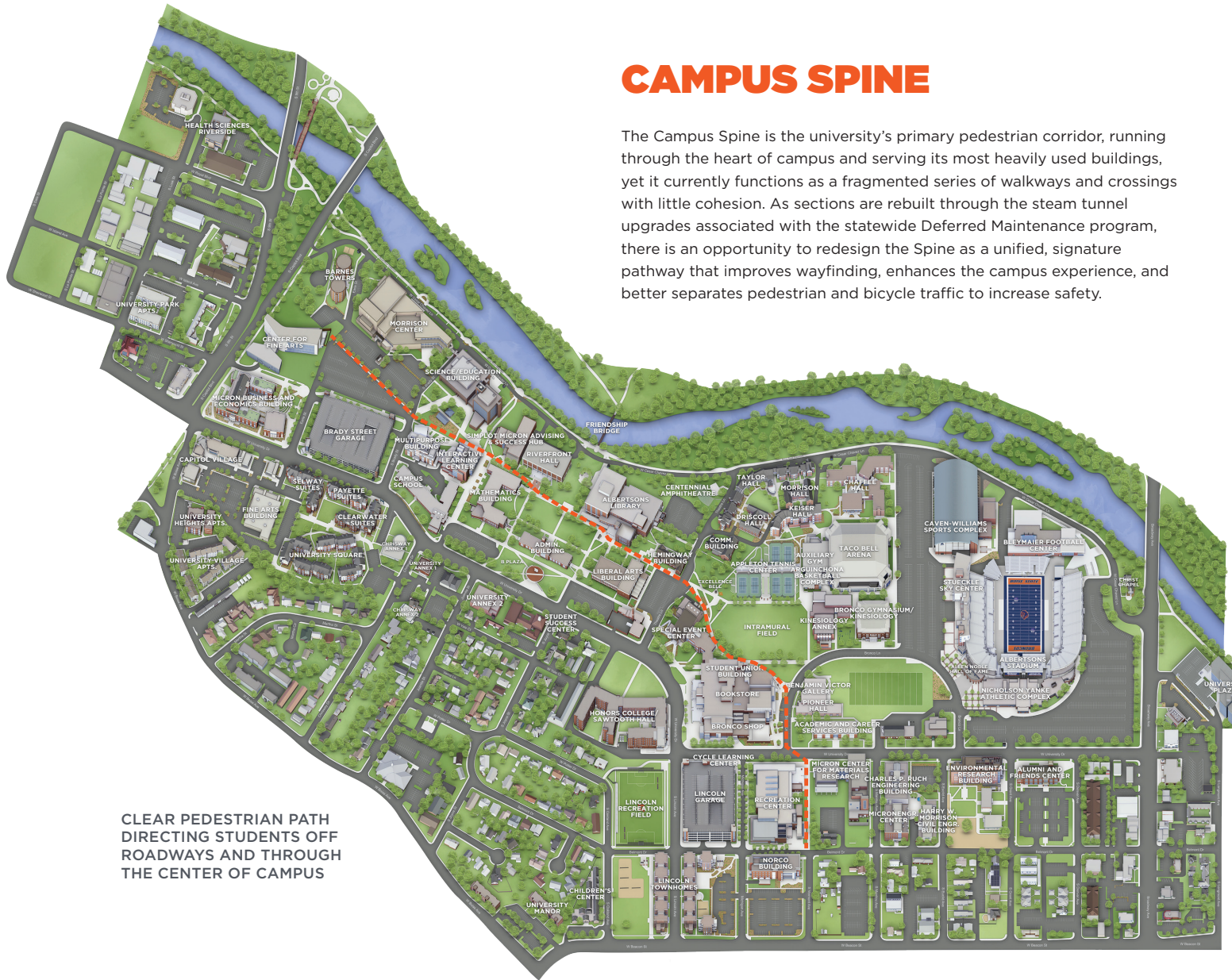
AMPHITHEATRE

Centennial Amphitheatre currently occupies a prime yet underused location along the Boise River Greenbelt next to Syringa Hall. A recent feasibility study explored how targeted renovations could transform the venue into a flexible, accessible destination for academic, cultural, and community events. Improvements would modernize stage and audiovisual infrastructure, enhance seating comfort and capacity, provide ADA-compliant access, and strengthen connections to the river, Greenbelt, downtown, and campus. Sustainable design and upgraded acoustics are also central to the vision. While not currently funded, the study establishes a roadmap for future investment and partnerships.



CAMPUS SPINE

The Campus Spine is the university's primary pedestrian corridor, running through the heart of campus and serving its most heavily used buildings, yet it currently functions as a fragmented series of walkways and crossings with little cohesion. As sections are rebuilt through the steam tunnel upgrades associated with the statewide Deferred Maintenance program, there is an opportunity to redesign the Spine as a unified, signature pathway that improves wayfinding, enhances the campus experience, and better separates pedestrian and bicycle traffic to increase safety.



CLEAR PEDESTRIAN PATH
DIRECTING STUDENTS OFF
ROADWAYS AND THROUGH
THE CENTER OF CAMPUS





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OFF-CAMPUS INTERFACE

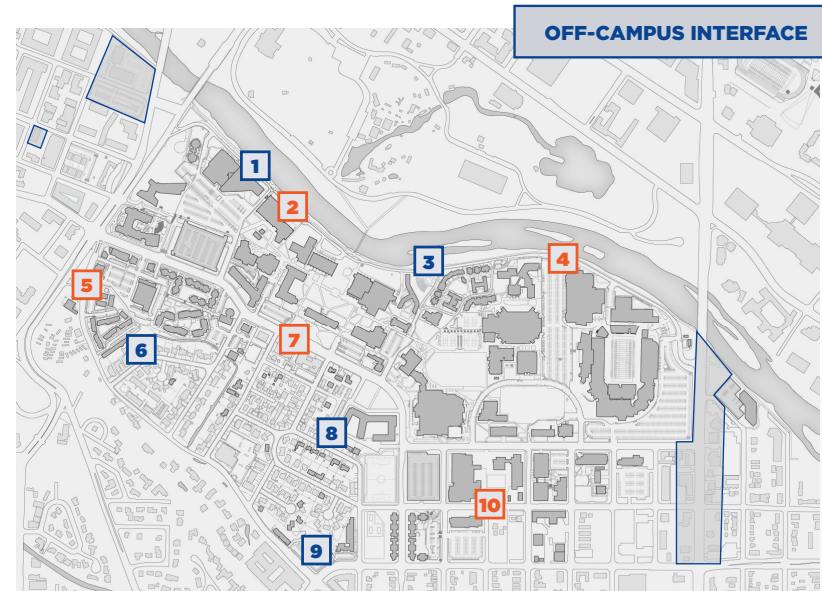


Boise State's relationship with its surrounding community is dynamic and mutually influential. The Off-Campus Interface chapter recognizes that campus planning does not stop at the property line; rather, it extends into the adjacent neighborhoods, commercial corridors, and civic spaces that shape the daily experience of our students, employees, and neighbors. Through active collaboration with local governments, community organizations, and neighbors, the university seeks to align campus growth with broader redevelopment efforts, infrastructure investments, and placemaking initiatives. Programs such as the Employee Housing Assistance Program further reinforce this connection by supporting stable, vibrant neighborhoods and expanding access to housing near campus. Together, these efforts reflect a commitment to thoughtful growth, shared prosperity, and a strong, sustainable town-grown partnership.

The projects listed in this chapter are highlighted because they most directly interact with the off-campus interface. Emphasizing these projects helps clarify how campus improvements will influence and coordinate with surrounding neighborhoods and community partners.

RECOMMENDATIONS

- Preserve and Expand Housing Options**
 Maintain existing housing and support new, well-designed housing that reinforces neighborhood identity and sense of place.
- Strengthen Campus - Neighborhood Integration**
 Guide land and building forms to ensure smooth transitions and cohesive development between campus and the off-campus interface.
- Formalize Ongoing Collaboration**
 Establish a clear, cooperative process for coordination among the university, neighborhood stakeholders, and local agencies.
- Develop Neighborhood and Campus Activity Areas**
 Identify locations for small-scale gathering spaces or hubs that support both resident and campus users.
- Promote Context-Sensitive Design**
 Ensure new developments are compatible in scale with the off-campus interface, while incorporating walkability and thoughtfully designed open space.



10 YR CIP PROJECTS AND PLAN

2	Riverfront Plaza
4	Greenbelt Pathway Completion
5	Capitol Blvd/Boise Avenue/Yale Lane Intersection Redesign
7	University Drive Improvements
10	Beacon Street Widening and Streetscaping

CONCEPTS FOR CONSIDERATION

1	Morrison Center Expansion
3	Amphitheater Pavillion Improvements
6	2500 Boise Ave Redevelopment
8	Sawtooth Hall Phase II
9	Manor Site Redevelopment



EMPLOYEE HOUSING ASSISTANCE PROGRAM

Boise State's Employee Housing Assistance Program (EHAP) supports housing needs of the university's workforce. The Employee Housing Assistance Program is an innovative way to provide an affordable option for staff to access housing near campus, those looking for a temporary option, or for those transitioning to the market.

At present, the program includes approximately 40 homes and apartments, many of which are located within walking distance of campus. Most units are unfurnished and support yearly leases, while a select few are furnished and support temporary needs, such as visiting faculty or new hire support while permanent housing is identified.

2500 BOISE AVENUE REDEVELOPMENT

The University owns an underutilized parcel of land on Boise Avenue that is adjacent to other university housing and is embedded in the Collegiate Neighborhood. In 2024, a design to provide new infill housing for faculty, staff or graduate students was developed and approved by the City of Boise. The current design includes a mix of one, two and three bedroom apartment and townhome units. The approved plan remains a concept for consideration in the university's broader housing goals and decision-making.



LUSK DISTRICT REDEVELOPMENT

The Lusk District (Lusk) is a campus-adjacent neighborhood with a very high concentration of off-campus students. More than 2,000 student-purposed, privately-developed apartments have been developed in the neighborhood over the past 15 years. This dynamic makes Lusk an obvious area to focus on the off-campus interface, and numerous opportunities exist.

Within Lusk, the university owns three separate parcels with various existing functions. Adjacent to the Boise River and Capitol Boulevard is the Health Sciences Riverside (HSR) property. This building supports various academic programs and functions. Immediately south of the HSR property is the West Commuter parking lot, providing nearly 200 stalls of parking for faculty, staff and students. Last, on the southwest corner of Island Avenue and La Pointe Street is the Housing and Residence Life maintenance facility. This simple warehouse structure includes a mix of offices and storage spaces, and acts as a hub for that unit's maintenance efforts.

Between 2023 and 2025, the university worked with the City of Boise and a joint development partner to redevelop the West Commuter lot and a city owned property adjacent to the lot. Challenging development conditions, including interest rates and increasing construction costs, ultimately led to Boise State exiting this partnership. The City, however, continues to move forward with a large-scale redevelopment of its property.

Over the next 10 years, Boise State will continue to assess this neighborhood as a location to improve off-campus services for students, and maximize the use of university-owned land. Current zoning for the neighborhood, MX-5, allows for a very flexible mix of uses and build-out opportunities. As such, none of the current uses reflect a highest and best use, and alternatives should be considered.





BROADWAY AVENUE CORRIDOR

Boise State University is interested in working collaboratively with agency partners and the broader community to improve conditions along the Broadway corridor, particularly between the Broadway Bridge and the intersection of Broadway and Boise Avenue. This segment of roadway plays a critical role in connecting campus to downtown and surrounding neighborhoods, yet it continues to function primarily as a state highway. In its current configuration, the corridor is not well suited to accommodate the high volume of pedestrians in the area, creating day-to-day safety concerns and limiting the types of uses that can thrive there.

The automobile-centric design of the corridor does not fully leverage its proximity to campus and downtown, nor does it support a more vibrant, walkable environment. Boise State anchors the northern end of the corridor with the Albertsons Stadium and the University Plaza buildings, positioning the university as a key stakeholder in its future. Over the next decade, Boise State will prioritize conversations with community and agency partners to explore alternative streetscape designs and mixed-use development in the area. While the university does not anticipate expanding its property ownership along the corridor, it does expect to play a stronger role in partnership, collaboration, and advocacy to help shape a safer and more dynamic future for Broadway Avenue.



NEIGHBORHOOD INVOLVEMENT

The Southeast Neighborhood Association (SENA) is a nonprofit organization dedicated to enhancing and preserving the quality of life in southeast Boise through active citizen involvement. Boise State University has been working closely with SENA to strengthen communication and foster greater cohesion between the university and the surrounding neighborhood. The university engaged with both the neighborhood association and the City of Boise to develop the following planning principles:

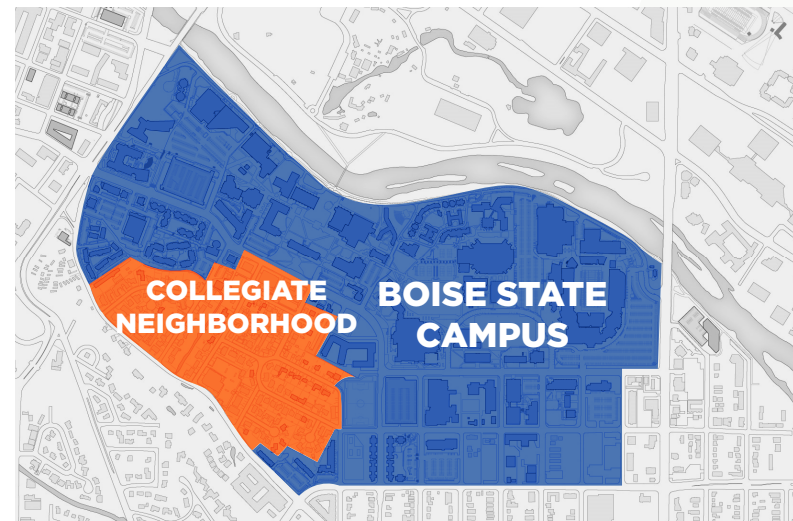
- Establish and maintain a clear, consistent campus boundary near the Collegiate Neighborhood to provide certainty for both Boise State University and the Off-Campus Interface.
- Ensure that any changes to the campus boundary or zoning align with the university's mission-driven growth strategy.
- Design development near the campus boundary - on both campus and neighborhood sides - at a scale that provides an appropriate and respectful transition to adjacent residential areas.
- Recognize that campus facilities, services, and activities have impacts beyond university property and should be considered in all campus planning decisions.
- Anticipate higher-density and "missing middle" housing along key urban corridors, including Broadway to the east and Lusk to the west, as well as along neighborhood transition edges.



COLLEGIATE NEIGHBORHOOD

Some of the university's closest neighborhood involvement occurs in the area referred to as the Collegiate Neighborhood (the original subdivision plats refer to it as the Collegiate Subdivision). This neighborhood includes a mix of university-owned and privately-owned residential homes, apartments and various faith-based institutions. The university itself owns approximately 25 single-family homes within the area that are part of its Employee Housing Assistance Program (EHAP).

Much of the aforementioned engagement with SENA focuses on the Collegiate Neighborhood, and how positive relationships can be maintained. Over the next 10 years, we anticipate ongoing conversation and collaboration, where the university emphasizes transparency and mutually agreeable outcomes. Concepts like the 2500 Boise Avenue Redevelopment may or may not advance during that time, but meaningful discussions with our neighbors will occur when any concepts or plans are discussed.



PLANNING COMMITTEES AND CONSULTING TEAMS

The Boise State University master plan committees provided input from February 2024 through May 2025. This list reflects the members titles at that time.

MASTER PLAN EXECUTIVE TEAM

- Marlene Tromp, President
- John Buckwalter, Provost and Vice President for Academic Affairs
- Alicia Estey, CFOO, Vice President for Finance and Operations
- Matthew Ewing, Vice President for Boise State University Foundation
- Nancy Glenn, Vice President for Research and Economic Development
- Jeremiah Shinn, Vice President for Student Affairs and Enrollment Management
- Jeramiah Dickey, Executive Director, Athletics
- Bill Brady, Chief Human Resources Officer
- Lauren Griswold, Chief Communications and Marketing Officer
- Andrew Finstuen, Associate Vice President for Strategic Planning and Special Initiatives, Dean, Honors College
- Shawn Benner, Dean, College of Innovation and Design
- Jenn White, Special Counsel for Government Relations, Assistant Vice President for Finance and Operations
- Peter Risse, Senior Advisor, Government Relations

- Brian Wampler, President's Professor of Public Scholarship and Engagement
- Alicia Garza, Professor and President's Fellow
- Drew Alexander, Associate Vice President Campus Operations

MASTER PLAN STEERING COMMITTEE

- Erika Anderson, Chief of Staff, President's Office*
- Andrew Finstuen, Associate Vice President for Strategic Planning and Special Initiatives, Dean, Honors College
- Jeff Banka, Deputy Chief Financial Officer, University Financial Services and Treasury*
- Zeynep Hansen, Vice Provost for Academic Planning and Institutional Effectiveness, Office of the Provost
- Renee Rehder, Director of Strategic Enrollment Initiatives, Enrollment Services*
- Argia Beristain, Chief Executive Officer, Boise State University Foundation*
- Jana LaRosa, Assistant Vice President for Research Advancement and Strategy, Center for Research and Creative Activities*
- Lynda Tieck, Senior Director, Housing and Residence Life

- Drew Alexander, Associate Vice President, Campus Operations
- Jillian Moroney, School of Public Services, Faculty Representative
- Krista Paulsen, School of Public Services, Faculty Representative
- Angel Dang, Associated Students of Boise State University (ASBSU), Student Representative
- Jack Vuturo, ASBSU, Student Representative (alt)
- Christy Jordan, Executive Director, Campus Planning and Space Management
- Kylene Collette, Campus Planner, Campus Planning and Space Management

* Members of the University Strategic Planning Council

STAKEHOLDERS INTERVIEWED

- Student Affairs and Enrollment Management, Office of the Registrar, Campus Services, Dean of Students
- Graduate College
- Office of the Provost and Dean's Council
- Associated Students of Boise State University (ASBSU)
- Division of Research and Economic Development
- Housing and Residence Life and Boise State Dining

- Campus Recreation
- ExtraMile Arena and Morrison Center
- Athletics
- Department of Public Safety
- Sustainability Committee
- Campus Operation Leadership Team
- Planning, City of Boise
- Ada County Highway District (ACHD), Valley Regional Transit

MURALS — STRATEGIC GOAL SETTING AND VISIONING

- Executive Team
- Steering Committee
- Dean's Council and Academic Senate
- Research and Economic Development
- Sustainability Committee
- Housing Sites and Capacity Studies
- Housing and Residence Life and Boise State Dining
- Boise State-SENA Subcommittee (South East Neighborhood Association)

SURVEYS

- Student Survey on Sustainability
- Annual Transportation Survey





BOISE STATE

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026

SUBJECT

Idaho State University – Operating Agreement Between Idaho State University (ISU) and the Idaho State University Foundation, Inc.

REFERENCE

June 2018	Board re-approval of ISU Operating Agreement with ISU Foundation
June 2021	Board re-approval of ISU Operating Agreement with ISU Foundation
August 21, 2024	Board re-approval of ISU Operating Agreement with ISU Foundation

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (the “University”) and the Idaho State University Foundation, Inc. (“Foundation”), (collectively “the Parties”) seek to update and replace their existing Operating Agreement and Service Agreement to integrate the University’s advancement fundraising and engagement activities into the Foundation to create a more uniform approach to advancement operations and improve the donor and alumni experience. The proposed operating agreement and service agreement will expand the Foundation’s role to add advancement operations as a service provided by the Foundation to the University.

The Idaho State University Foundation will remain fully independent as a separate organization and maintain its 501(c)(3) status, with fiduciary oversight residing with the Foundation Board. The Foundation CEO will report to and be directed by the Board, while all staff will remain university employees loaned to the Foundation and reporting through the CEO. College directors of development will continue strong partnerships with academic leadership, with clearly defined roles and responsibilities for all loaned employees. Operations will conform with all applicable laws, regulations, and Idaho State Board of Education policies, while protecting the privacy and security of donor data and maintaining strong fiduciary controls and fiscal separation.

This alignment between the Foundation and university advancement efforts will support best practices, resilience, and strong internal controls. Unifying Foundation and advancement functions will preserve joint investment in development and alumni engagement while considering operational efficiencies. The structure is intended to maximize philanthropic investment and alumni engagement through an enhanced donor experience and effective stewardship. Foundation executive leadership will continue to benefit from the vision and leadership of the Idaho State University president, who will serve as University Liaison. The CEO of the Foundation will serve as Foundation Liaison and will also serve as a strategic advisor to the president and institution while collaborating

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026

with administrative council peers. Close alignment with the university mission will strengthen philanthropy. Administrative leadership support to the Board will be strengthened, and annual planning and priority setting will be conducted jointly between the university and the Foundation so that Foundation goals remain aligned with institutional priorities.

The ISU Foundation is ready for this new operating model. It has undergone a comprehensive transformation to position the organization for sustained philanthropic growth this past year. This work has included significant organizational investment, strategic budget and data optimization, cross-unit collaboration and reset, consolidation of technology platforms, and the adoption of fundraising performance and productivity best practices to strengthen efficiency, accountability, and results.

To support these expanded services, the University will loan employees to the Foundation and provide additional support services, as reflected in the Service Agreement. The Foundation will charge the University a “cost per raised dollar” for the provision of the advancement services. After reconciling the University charge and the Foundation charge, the arrangement is intended to be cost neutral to both Parties. The agreements provide that the University will never be obligated to make a payment to the Foundation, and any balance resulting after reconciling the charges will be made available by the Foundation for the University’s use and benefit.

These agreements have been modeled after the previously approved agreements between Boise State University and its foundation approved by the Board at its June 2024 meeting and the University of Idaho and its foundation approved by the Board’s December 2023 meeting, with changes necessary to reflect the operations of Idaho State University and its Foundation. The Foundation operations will continue to be in compliance with Board policy V.E.

IMPACT

Integration of advancement operations with the Foundation operations will result in a more unified philanthropic enterprise enhancing greater alignment, increasing philanthropic support, and stewarding meaningful alumni and donor engagement. This will be achieved while maintaining alignment with university priorities and leadership, strong fiduciary controls, financial operations, segregation of duties, and prudent management of donor investments. The financial model is net neutral for the University and the Foundation, such that neither the Foundation nor the University will incur net costs greater than those currently incurred.

ATTACHMENTS

- Attachment 1 – Operating Agreement
- Attachment 2 – Comparison of Operating Agreement to the Board’s Foundation Agreement template incorporated in Board Policy V.E.
- Attachment 3 – Service Agreement

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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- Attachment 4 – Organizational Chart
- Attachment 5 – Loaned Employee Agreement exemplar
- Attachment 6 – ISU Investment Policy Statement

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the proposed Operating Agreement and Service Agreement between Idaho State University (ISU) and the Idaho State University Foundation. The agreements align ISU advancement operations more closely with the Foundation to support a unified philanthropic enterprise while maintaining the Foundation’s independent 501(c)(3) status and fiduciary oversight by the Foundation Board.

The proposed structure combines ISU fundraising and alumni engagement activities within the Foundation to improve operational efficiency, strengthen donor and alumni engagement, and align philanthropic priorities with institutional goals. This agreement language states that ISU employees will be loaned to the Foundation to support advancement services, and the financial model is designed to be net neutral for both parties.

The Operating and Service agreements are modeled after similar arrangements previously approved by the Board for Boise State University and University of Idaho and structured to remain compliant with Idaho State Board of Education Policy V.E., including maintaining appropriate fiduciary controls and separation of financial responsibilities.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into an Operating Agreement with Idaho State University Foundation, Inc. and to authorize the President to execute the agreement in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by Idaho State University to enter into a Service Agreement with the Idaho State University Foundation, Inc. and to authorize the President to execute the agreement in substantial conformance to the form submitted to the Board in Attachment 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OPERATING AGREEMENT
BETWEEN
IDAHO STATE UNIVERSITY FOUNDATION, INC.
AND
IDAHO STATE UNIVERSITY

This Operating Agreement (“Operating Agreement”) between Idaho State University Foundation, Inc. (“Foundation”) and Idaho State University (“University”) is entered into as of this ____ day of.

WHEREAS, the Foundation and the University recognize that ongoing collaboration is essential to supporting and advancing the mission, vision, and strategic priorities of Idaho State University and the students it serves, and desire to formalize this essential partnership to ensure continued alignment and mutual benefit.

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of generating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a degree of University excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the University in the building of the endowment to address, through financial support, the long-term academic and other priorities of the University.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University, soliciting cash, securities, real and intellectual property, and other private resources for the support of the University, and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.

WHEREAS, the mission of the Foundation is to secure, manage and distribute private contributions and support the growth and development of the University.

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

WHEREAS, the Parties hereby acknowledge that they will at all times conform to and abide by the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E., and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and the University intend for this Operating Agreement to be the written operating agreement required by State Board Policy V.E.2.b.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
Foundation's Purposes**

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes, the Foundation shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the University to be in violation of applicable policies of the State Board; or (3) conflict with the role and mission of the University.

**ARTICLE II
Foundation's Organizational Documents**

The Foundation shall provide the University with access to its Articles of Incorporation and Bylaws, as amended, via the Foundation's public website. The Foundation, to the extent practicable, also shall provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The University shall provide all such documents to the State Board.

University Resources and Services

1. Liaisons.
 - a. University Liaison. The University's President ("University President") shall serve as the University's liaison to the Foundation ("University Liaison"). The duties and responsibilities of the University Liaison, which may be delegated by the University Liaison to a designee, include the following:
 - i. The University Liaison shall be responsible for communicating with the Foundation, including the Foundation Chief Executive Officer ("Foundation CEO"), regarding the Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.
 - ii. The University Liaison shall attend each Foundation Board of Directors ("Foundation Board") meeting as a non-voting advisor. The University Liaison will provide regular reports to the Foundation Board about the University's financial position and activities, including its use of gifts. The University Liaison may also report other information to the Foundation Board that is pertinent to the common goals of the University and the Foundation.
 - iii. The University Liaison will work with the Foundation CEO to develop the Foundation's and University's joint fundraising and engagement goals in support of the University's priorities. All goals will be mutually agreed upon in writing between the Foundation CEO and University Liaison.
 - b. Foundation Liaison. The Foundation CEO will serve as the Foundation's liaison to the University ("Foundation Liaison"). The duties and responsibilities of the Foundation Liaison, which may be delegated by the Foundation Liaison to a designee, include the following:
 - i. The Foundation Liaison shall be responsible for communicating with the University regarding the Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.
 - ii. The Foundation Liaison does not serve in a key policy-making capacity for the University but is a strategic advisor to the University President, is an active participant on the President's Cabinet, and may attend University leadership meetings, including Administrative Council, as an advisor. At the discretion of the University President, the Foundation CEO may additionally hold the title of Special Advisor to the President. The Foundation Liaison will provide regular reports

to the University about the Foundation's financial position and activities. The Foundation Liaison may also report other information to the University that is pertinent to the common goals of the University and the Foundation.

- iii. The Foundation Liaison will regularly work with the University President to develop the Foundation's and University's joint fundraising and engagement goals in support of the University's priorities. All goals will be mutually agreed upon in writing between the Foundation CEO and University Liaison.

2. Loaned Employees.

- a. Foundation CEO. The Foundation CEO is a University employee who is recommended by the Foundation Board, hired by the University (upon approval by the President), and loaned to the Foundation. The Foundation CEO's services shall be provided directly to the Foundation as follows and as set forth in the applicable Loaned Employee Agreement:
 - i. Duties. The Foundation CEO is responsible for the strategy and planning for and the supervision and control of the day-to-day operations of the Foundation, including all University employees serving as loaned employees to the Foundation.
 - ii. Reporting Structure. Once hired by the University, the Foundation CEO reports to and takes direction from the Foundation Board as a loaned employee. All other Loaned Employees (as defined below) report to the Foundation CEO or another Loaned Employee designated by the Foundation CEO.
 - iii. Vacancy. In the event the Foundation CEO resigns or is terminated by the University, the Foundation terminates the Foundation CEO's Loaned Employment Agreement, or the Foundation CEO otherwise ceases to provide services to the Foundation, the University, in consultation with and by recommendation of the Foundation, will appoint an interim CEO who will be a Loaned Employee to the Foundation. The University, following recommendation from the Foundation (upon approval by the President) and consistent with applicable University policy and the process herein, will appoint and hire the subsequent Foundation CEO to replace the interim CEO.
 - iv. The Foundation will actively consult with the University President on the Foundation CEO's annual performance evaluation, ongoing performance management, and any termination or rehiring decisions. In the absence of a violation of University policy or law, the University will not terminate the Foundation CEO without first consulting with and obtaining the consent of the Foundation's Executive Leadership.

If consent is not achieved after reasonable best efforts to seek and obtain consent, the ultimate authority for termination of all University employees rests with the University President. For clarity, Foundation Executive Leadership includes the Foundation Board Chair, Vice Chair, and Past Chair. The Foundation's legal counsel and the University's general counsel shall be informed of and invited to participate in the consultation process, which shall be conducted as follows:

1. Consultation Meeting: The University President will convene a meeting (in-person or electronically) with Foundation Executive Leadership. During this meeting, the President will discuss the rationale for the potential termination. As a condition of receiving any confidential documentation supporting a potential termination, the University may request that the Foundation Executive Leadership sign a non-disclosure agreement prepared by the University.
 2. Foundation Input: Foundation Executive Leadership will be provided a meaningful opportunity during the meeting to present its perspective, provide information and documentation, and offer recommendations regarding the proposed action.
 3. Good Faith Consideration: The University President will give good faith and thorough consideration to all information, documentation, and input provided by the Foundation Executive Leadership.
 4. Preservation of Authority: Except when no violation of law or University policy has occurred and the University is seeking termination of the CEO, which is subject to the foregoing consultation and Foundation consent requirements, the Parties agree and acknowledge that the final decision regarding the employment, discipline, or termination of the Foundation CEO rests in the sole discretion of the University.
 5. In light of the above, if the University determines that the Foundation CEO has violated University policy or law and is subject to termination on that basis, the University will consult with the Foundation Executive Leadership (consistent with the above outlined process) prior to effecting the termination; however, in such circumstances the University will not be required to obtain the consent of the Foundation Executive Leadership in order to proceed with termination.
- b. Generally. The University and the Foundation have entered and will enter into additional agreements (each such agreement, a "Loaned Employee

Agreement”) for the loaning of Loaned Employees (as defined below) to the Foundation by the University. The Loaned Employee Agreements shall set forth the relative rights and responsibilities of the Foundation and the University. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control, and supervision of the Foundation. The Foundation must provide the University with prior approval to: (a) post any position for hiring and (b) hire any employee that the Foundation and the University intend to be a Loaned Employee before the University employs such individual. Notwithstanding the provisions in this section, no University personnel other than a Loaned Employee shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Loaned Employees. For purposes of this Operating Agreement, “Loaned Employee” means all positions for which the Foundation and the University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether or not each such Loaned Employee is loaned to the Foundation by the University for the entire 12 months of the fiscal year and the Foundation’s budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year. No University employee who functions in a key administrative or policy making capacity for the University (including any Vice-President or equivalent position) shall be a Loaned Employee with responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

3. Support Services. The University shall provide administrative, financial, accounting, investment, and development services to the Foundation, as set forth in the Service Agreement. All University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless agreed that the direction and control of any such employee will be vested with the Foundation through a written Service Agreement. In consideration of the services provided to the Foundation by the University, the Foundation will pay directly to the University that portion of the overhead costs agreed to between the parties under the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

4. University Facilities and Equipment. The University shall provide the use of the University's office space and equipment to the Foundation upon the terms agreed to by the University and the Foundation. The terms of use of the University's office space and equipment shall be as set forth in the Service Agreement.

5. No Foundation Payments to University Employees. Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to an University employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

ARTICLE III
Management and Operation of Foundation

The management and control of the Foundation shall rest with its Board of Directors.

1. Gift Solicitation.

a. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that: (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

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

2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the University shall be approved by the State Board before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

c. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation CEO, or other individual to whom such authority has been delegated by the Foundation's Board of Directors, shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted Gift Transfers.* The Foundation shall inform the University officials into whose program or department funds are transferred of any restrictions on the use of

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

b. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in the Board's sole discretion.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation designates the Foundation CEO or Foundation CEO designee as the individuals with signature authority for the Foundation in all financial transactions. The Foundation may supplement or change this designation with written notice to the University; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee who is not also a Loaned Employee.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an University account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. Transfers of a *de minimis* amount not to exceed \$10,000 from the University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general University support purposes. This exception shall not apply to payments by the University to the Foundation for obligations of the

University to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

- d. The transfer is of funds raised by the University for scholarship or program support and the funds are deposited with the affiliated foundation for investment and distribution in accordance with the purpose for which the funds were raised.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

8. Insurance. The Foundation shall maintain insurance to cover the operations and activities of its directors and officers. The Foundation shall also maintain general liability coverage.

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of University Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is posted on the Foundation's public website; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide the University with access to its investment policy, as amended, via the Foundation's public website.

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Bylaws, as amended. The Foundation shall provide the University and State Board with access to its Articles of Incorporation and Bylaws, as amended, via the Foundation's public website.

ARTICLE IV

Foundation Relationships with the University

At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the University and the Foundation acknowledge that the Foundation carries out functions for the benefit of the University. As such, the Parties shall share certain information as provided below.

1. Access to Records. The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws and Foundation policies and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and

instruct its employees and agents that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this Operating Agreement or any applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access to Foundation records shall not include the donor database and all other data, materials, and information of the Foundation pertaining to past, current or prospective donors ("Confidential Donor Information"), which may be accessed only by Loaned Employees.

2. Record Management.

a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President, subject to such designee first completing a confidentiality agreement.

b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

c. Although the Foundation is a private entity and is not subject to the Idaho Public Records Law, the Foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

d. The University may, when deemed necessary to perform services on behalf of the University in accordance with this Operating Agreement, share records with the Foundation that are protected by the Family Educational Rights and Privacy Act (FERPA). The Foundation agrees to hold all such student records in strict confidence and use such information only for the purpose of fulfilling its obligations under this Operating Agreement. The Foundation further agrees it will implement and maintain reasonable security measures to protect student records from unauthorized access, use, or disclosure and will not redisclose any student records to any third party without prior written authorization from the University. The Foundation shall promptly notify the University of any unauthorized access, use, or disclosure of student records, including any suspected data breaches or security incidents

3. Name and Marks. Consistent with its mission to help to advance the plans and objectives of the University, the University grants the Foundation the limited, non-exclusive use of the name Idaho State University, for use in its support of the University. The Foundation shall operate under the University's logotype in support of its organizational business and activities. Any use by the Foundation of the University's logotypes or other trademarks must be with prior approval of the University through the Office of Marketing and Communications.

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

5. Establishing the Foundation's Annual Budget. The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board will vote to accept such operating budget. Additional funding requests made by the University to the Foundation shall be communicated in writing to the Foundation CEO and the Foundation's Treasurer for consideration by the Foundation Board within an appropriate period of time for the Foundation Board to evaluate and respond to the request without causing undue burden for investment decisions relative to a funding approval.

6. Attendance of University's President at Foundation's Board of Director Meetings. The University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. Supplemental Compensation of University Employees. Any supplemental compensation of University employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the University, and the University shall then pay compensation to the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.

ARTICLE V Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit will be provided on a timely basis to the University's President and the State Board, in accordance with the State Board's schedule for receipt of said annual audit. The Foundation's annual statements will be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the University as defined by the Government Accounting Standards Board (GASB). Accordingly, the University is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will prepare schedules reconciling the FASB Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including the auditor's independent opinion regarding such financial statements, and schedules shall be submitted to the University Office of Finance and Business Affairs in sufficient time to incorporate the same into the University's statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.
3. Separate Audit Rights. The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The

Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.

4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the University, summarized by University department;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;
- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

ARTICLE VI

Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's Conflict of Interest Policy is attached as Exhibit "F", and its Code of Ethical Conduct is set forth as Exhibit "G".

2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other University employee under their immediate supervision to sign for the related Party in a transaction between the University and the Foundation. This shall not prohibit University

employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to State Board approval of University contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate by the Foundation for the University, the University shall notify the State Board at the earliest possible date. Any such proposed purchase for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to the open meeting law, set forth in Idaho Code, Title 74, Chapter 2.

ARTICLE VII General Terms

1. Effective Date. This Operating Agreement shall be effective on the date set forth above.

2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described below (through reference to the Foundation Chair and the State Board) to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3. Dispute Resolution. The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Chair of the Board of the Foundation and the University President. If the Foundation Board Chair and University President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board for resolution. If they are unable to resolve the dispute, the Parties shall submit the dispute to mediation by an impartial third Party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

4. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and Articles of Incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation shall transfer to the State Board (or University, as applicable) the balance of all property and assets of the Foundation from any source, after the payment of all debts and obligations of the Foundation, and such property shall be vested in the State Board in trust for the use and benefit of the University.

5. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every three (3) years or more frequently if otherwise requested by the State Board.

6. Modification. Any modification to the Operating Agreement or Exhibits hereto shall be in writing and signed by both Parties.

7. Providing Document to and Obtaining Approval from the University. Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

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

9. Notices. Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the University:

President
Idaho State University
921 S 8th Avenue, Stop 8310
Pocatello, ID 83209

With an additional copy to the General Counsel

To the Foundation:

Foundation CEO
Idaho State University Foundation, Inc.

Physical Address:
1601 E. Bonneville St
Pocatello, ID 83201

Mailing Address:
921 S. 8th Ave, Stop 8050
Pocatello, ID 83209

With an additional copy to:

Foundation Legal Counsel

Physical and Mailing Address:
109 N. Arthur Ave, 5th Floor
Pocatello, ID 83204

and

Foundation Board Chair
Idaho State University Foundation, Inc.

Physical Address:
1601 E. Bonneville St
Pocatello, ID 83201

Mailing Address:
921 S. 8th Ave, Stop 8050
Pocatello, ID 83209

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

11. Liability. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

12. Assignment. This Operating Agreement is not assignable by either Party, in whole or in part.

13. Governing Law. This Operating Agreement shall be governed by the laws of the State of Idaho.

14. Severability. If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

15. Entire Agreement. This Operating Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

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

Idaho State University

By: _____
Its: President

Idaho State University Foundation, Inc.

By: _____
Its: Chair

EXHIBIT "A"

Loaned Employee Agreement

DRAFT

EXHIBIT "B"

Service Agreement

DRAFT

EXHIBIT "C"

Investment Policy is available on ISU Foundation website

DRAFT

EXHIBIT "D"

Articles of Incorporation is available on the ISU Foundation website

DRAFT

EXHIBIT "E"

Bylaws are available on the ISU Foundation website

DRAFT

EXHIBIT "F"

Conflict of Interest Policy is available on the ISU Foundation website

DRAFT

EXHIBIT "G"

Code of Ethical Conduct is available on ISU Foundation website

DRAFT

DRAFT DOCUMENT

OPERATING AGREEMENT

BETWEEN

IDAHO STATE UNIVERSITY FOUNDATION, INC.

AND

INSTITUTION/AGENCY

IDAHO STATE UNIVERSITY

This Operating Agreement ("Operating Agreement") between Idaho State University Foundation, Inc. ("Foundation") and Institution/Agency ("Operating Agreement") Idaho State University ("University") is entered into as of this ____ day of _____, 20__, by and ~~between Institution, herein known as "Institution/Agency" and the Foundation, Inc., herein known as "Foundation".~~

WHEREAS, the Foundation and the University recognize that ongoing collaboration is essential to supporting and advancing the mission, vision, and strategic priorities of Idaho State University and the students it serves, and desire to formalize this essential partnership to ensure continued alignment and mutual benefit.

WHEREAS, the Foundation was organized and incorporated in ___1967 for the purpose of generating voluntary private support from _____, _____, alumni, parents, friends, corporations, foundations, and others for the benefit of the Institution/AgencyUniversity.

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of the Institution/AgencyUniversity, and provide opportunities for _____ (e.g. students) and a degree of institutionalUniversity excellence unavailable with state funding levels.

WHEREAS, the Foundation is dedicated to assisting the Institution/AgencyUniversity in the building of the endowment to address, through financial support, the long-term academic and other priorities of the Institution/AgencyUniversity.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the Institution/AgencyUniversity, soliciting cash, securities, real and intellectual property, and other private resources for the support of the Institution/AgencyUniversity, and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, in connection with its fund-raising and asset-management activities, the Foundation utilizes, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.

WHEREAS, the mission of the Foundation is to secure, manage and distribute private contributions and support the growth and development of the [Institution/AgencyUniversity](#).

WHEREAS, the [Institution/AgencyUniversity](#) and Foundation desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds.

WHEREAS, the Parties hereby acknowledge that they will at all times conform to and abide by the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E., and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and the [Institution/AgencyUniversity](#) intend for this Operating Agreement to be the written operating agreement required by State Board Policy V.E.2.b.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I Foundation's Purposes

The Foundation is the primary affiliated foundation responsible for securing, managing and distributing private support for the [Institution/AgencyUniversity](#). Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and Bylaws, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the [Institution/AgencyUniversity](#) from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the [Institution/AgencyUniversity](#); and (3) support and assist the [Institution/AgencyUniversity](#) in fundraising and donor relations.

In carrying out its purposes, the Foundation shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the [InstitutionUniversity](#) to be in violation of applicable polices of the State Board; or (3) conflict with the role and mission of the [Institution/AgencyUniversity](#).

ARTICLE II Foundation's Organizational Documents

The Foundation shall provide copies of the University with access to its current Articles of Incorporation and Bylaws to the Institution/Agency, as amended, via the Foundation's public website. The Foundation, to the extent practicable, also shall provide the

Institution/AgencyUniversity with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The Institution/AgencyUniversity shall provide all such documents to the State Board.

ARTICLE III
Institution/Agency

DRAFT

University Resources and Services

~~1. Institution/Agency Employees.~~

1. Institution/Agency/Foundation Liaisons.

~~a. University Liaison. The Institution/Agency's Vice University's President for Institution/Agency Advancement ("University President") shall serve as the Institution/Agency's Liaison~~University's liaison to the Foundation.

a. ("University Liaison"). The Institution/Agency's Vice President for Institution/Agency Advancement duties and responsibilities of the University Liaison, which may be delegated by the University Liaison to a designee, include the following:

i. The University Liaison shall be responsible for communicating with the Foundation, including the Foundation Chief Executive Officer ("Foundation CEO"), regarding the Foundation's fundraising efforts and for coordinating the Institution/Agency's and the Foundation's any administrative support provided by the University to the Foundation.

ii. The University Liaison shall attend each Foundation Board of Directors ("Foundation Board") meeting as a non-voting advisor. The University Liaison will provide regular reports to the Foundation Board about the University's financial position and activities, including its use of gifts. The University Liaison may also report other information to the Foundation Board that is pertinent to the common goals of the University and the Foundation.

iii. The University Liaison will work with the Foundation CEO to develop the Foundation's and University's joint fundraising and engagement goals in support of the University's priorities. All goals will be mutually agreed upon in writing between the Foundation CEO and University Liaison.

b. Foundation Liaison. The Foundation CEO will serve as the Foundation's liaison to the University ("Foundation Liaison"). The duties and responsibilities of the Foundation Liaison, which may be delegated by the Foundation Liaison to a designee, include the following:

i. The Foundation Liaison shall be responsible for communicating with the University regarding the Foundation's fundraising efforts and for supervising and coordinating the any administrative support provided by the Institution/Agency University to the Foundation.

~~ii. The Vice President for Institution/Agency Advancement or designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the Institution/Agency to the Foundation's Board of Directors regarding the Institution/Agency's coordination with the Foundation's fundraising efforts.~~

ii. *Managing Director:* The *Managing Director* of the Foundation is an The Foundation Liaison does not serve in a key policy-making capacity for the University but is a strategic advisor to the University President, is an active participant on the President's Cabinet, and may attend University leadership meetings, including Administrative Council, as an advisor. At the discretion of the University President, the Foundation CEO may additionally hold the title of Special Advisor to the President. The Foundation Liaison will provide regular reports to the University about the Foundation's financial position and activities. The Foundation Liaison may also report other information to the University that is pertinent to the common goals of the University and the Foundation.

iii. The Foundation Liaison will regularly work with the University President to develop the Foundation's and University's joint fundraising and engagement goals in support of the University's priorities. All goals will be mutually agreed upon in writing between the Foundation CEO and University Liaison.

2. Loaned Employees.

~~b.a. Foundation CEO. The Foundation CEO is a University employee of the Institution/Agency who is recommended by the Foundation Board, hired by the University (upon approval by the President), and loaned to the Foundation. All of the Managing Director's~~The Foundation CEO's services shall be provided directly to the Foundation as follows and as set forth in the applicable Loaned Employee Agreement:

i. Duties. The *Managing Director* shall be Foundation CEO is responsible for the strategy and planning for and the supervision and control of the day-to-day operations of the Foundation. ~~More specific duties of the *Managing Director* may be set forth in a written job description,~~ including all University employees serving as loaned employees to the Foundation.

ii. Reporting Structure. Once hired by the University, the Foundation CEO reports to and takes direction from the Foundation Board as a loaned employee. All other Loaned Employees (as defined below) report to the Foundation CEO or another Loaned Employee designated by the Foundation CEO.

- iii. Vacancy. In the event the Foundation CEO resigns or is terminated by the University, the Foundation terminates the Foundation CEO's Loaned Employment Agreement, or the Foundation CEO otherwise ceases to provide services to the Foundation, the University, in consultation with and by recommendation of the Foundation, will appoint an interim CEO who will be a Loaned Employee to the Foundation. The University, following recommendation from the Foundation (upon approval by the President) and consistent with applicable University policy and the process herein, will appoint and hire the subsequent Foundation CEO to replace the interim CEO.
- iv. The Foundation will actively consult with the University President on the Foundation CEO's annual performance evaluation, ongoing performance management, and any termination or rehiring decisions. In the absence of a violation of University policy or law, the University will not terminate the Foundation CEO without first consulting with and obtaining the consent of the Foundation's Executive Leadership. If consent is not achieved after reasonable best efforts to seek and obtain consent, the ultimate authority for termination of all University employees rests with the University President. For clarity, Foundation Executive Leadership includes the Foundation Board Chair, Vice Chair, and Past Chair. The Foundation's legal counsel and the University's general counsel shall be informed of and invited to participate in the consultation process, which shall be conducted as follows:
1. Consultation Meeting: The University President will convene a meeting (in-person or electronically) with Foundation Executive Leadership. During this meeting, the President will discuss the rationale for the potential termination. As a condition of receiving any confidential documentation supporting a potential termination, the University may request that the Foundation Executive Leadership sign a non-disclosure agreement prepared by the ~~Foundation and attached to the Loaned Employee Agreement described in paragraph (iii) below.~~ ~~The Managing Director shall be~~ University.
 2. Foundation Input: Foundation Executive Leadership will be provided a meaningful opportunity during the meeting to present its perspective, provide information and documentation, and offer recommendations regarding the proposed action.
 3. Good Faith Consideration: The University President will give good faith and thorough consideration to all information,

documentation, and input provided by the Foundation Executive Leadership.

i.4. Preservation of Authority: Except when no violation of law or University policy has occurred and the University is seeking termination of the CEO, which is subject to the control and direction of the Foundation, foregoing consultation and Foundation consent requirements, the Parties agree and acknowledge that the final decision regarding the employment, discipline, or termination of the Foundation CEO rests in the sole discretion of the University.

~~ii. The *Managing Director* shall be entitled to Institution/Agency benefits to the same extent and on the same terms as other full-time Institution/Agency employees of the same classification as the *Managing Director*. The Foundation shall reimburse the Institution/Agency for all costs incurred by the Institution/Agency in connection with the Institution/Agency's employment of the *Managing Director* including such expenses as salary, payroll taxes, and benefits.~~

5. The Foundation and the Institution/Agency shall In light of the above, if the University determines that the Foundation CEO has violated University policy or law and is subject to termination on that basis, the University will consult with the Foundation Executive Leadership (consistent with the above outlined process) prior to effecting the termination; however, in such circumstances the University will not be required to obtain the consent of the Foundation Executive Leadership in order to proceed with termination.

~~iii. Generally, The University and the Foundation have entered and will enter into a written agreement, in the form of Exhibit "A" hereto, establishing that the *Managing Director* is an employee of the Institution/Agency but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The additional agreements (each such agreement, a "Loaned Employee Agreement shall also") for the loaning of Loaned Employees (as defined below) to the Foundation by the University. The Loaned Employee Agreements shall set forth the relative rights and responsibilities of the Foundation and the Institution/Agency with respect to the *Managing Director*, including the following:~~

~~1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non renewal of the Loaned Employee Agreement.~~

~~2. Termination of the University. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control, and supervision of the Foundation. The Foundation must provide the University with prior approval to: (a) post any position for hiring and (b) hire any employee that the Foundation and the University intend to be a Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall constitute grounds for a termination proceeding by the Institution/Agency or for non-renewal of any obligation of the Institution/Agency to employ the Loaned Employee, subject to applicable legal and procedural requirements of the State of Idaho and the Institution/Agency.~~

~~3. The Loaned Employee shall be subject to the supervision, direction and control of the Foundation Board of Directors and shall report directly to the Foundation president or designee.~~

~~e. Other Loaned Employees. Other loaned employees providing services pursuant to this Operating Agreement shall also serve pursuant to a Loaned Employee Agreement which shall set forth their particular responsibilities and duties.~~

~~d. Other Institution/Agency Employees Holding Key Foundation or Administrative or Policy Positions: In the event the Institution/Agency and the Foundation determine it is appropriate for one or more additional Institution/Agency employees who function in a key administrative or policy making capacity for the Institution/Agency (including, but not limited to, any Institution/Agency Vice President or equivalent position) to serve both the Institution/Agency and the Foundation, then, pursuant to State Board Policy V.E., this Operating Agreement shall be amended to clearly set forth the authority and responsibilities of the position of any before the University employs such Institution/Agency employee.~~

~~b. e. Limited Authority of Institution/Agency Employees. individual. Notwithstanding the foregoing provisions, no Institution/Agency employee who functions in a key administrative or policy making capacity for the Institution/Agency (including, but not limited to, any Institution/Agency Vice President or equivalent position) provisions in this section, no University personnel other than a Loaned Employee shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Loaned Employees. For purposes of this Operating Agreement, "Loaned Employee" means all positions for which the Foundation and the University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether or not each such Loaned Employee is loaned to the Foundation by the University for the entire 12 months of the fiscal year and the Foundation's~~

budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year. No University employee who functions in a key administrative or policy making capacity for the University (including any Vice-President or equivalent position) shall be a Loaned Employee with responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

2.3. Support Services. The Institution/AgencyUniversity shall provide administrative, financial, accounting, investment, and development services to the Foundation, as set forth in the Service Agreement ~~attached hereto as Exhibit "B" ("Service Agreement")~~. All Institution/AgencyUniversity employees who provide support services to the Foundation shall remain Institution/AgencyUniversity employees under the direction and control of the Institution/AgencyUniversity, unless agreed that the direction and control of any such employee will be vested with the Foundation ~~inthrough~~ a written Loaned Employee Service Agreement. ~~The Foundation~~ In consideration of the services provided to the Foundation by the University, the Foundation will pay directly to the Institution/Agency the University that portion of the overhead costs ~~associated with the services provided to the Foundation pursuant~~ agreed to ~~between the parties~~ under the Service Agreement. The portion of such costs shall be determined by the agreement of the Parties.

3.4. Institution/AgencyUniversity Facilities and Equipment. The Institution/AgencyUniversity shall provide the use of the Institution/Agency'sUniversity's office space and equipment to the Foundation upon the terms agreed to by the Institution/AgencyUniversity and the Foundation. The terms of use ~~(including amount of rent)~~ of the Institution/Agency'sUniversity's office space and equipment shall be as set forth in the Service Agreement.

4.5. No Foundation Payments to Institution/AgencyUniversity Employees. Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to an Institution/AgencyUniversity employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

~~ARTICLE IV~~ ARTICLE III
Management and Operation of Foundation

The management and control of the Foundation shall rest with its Board of Directors.

1. Gift Solicitation.

~~Authority of Vice President for Institution/Agency Advancement. All Foundation gift solicitations shall be subject to the direction and control of the Vice President for Institution/Agency Advancement.~~

a. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that: (1) the Foundation is a separate legal and tax entity organized for

the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the [Institution/AgencyUniversity](#); and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

b. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the [Institution/AgencyUniversity](#).

2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the [Institution/AgencyUniversity](#), the Foundation shall obtain the prior written approval of the [Institution/AgencyUniversity](#). Similarly, the Foundation shall also obtain the prior written approval of the [Institution/AgencyUniversity](#) of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the [Institution/AgencyUniversity](#).

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. All gifts of real property intended to be held and used by the [Institution/AgencyUniversity](#) shall be approved by the State Board before acceptance by the [Institution/AgencyUniversity](#) and the Foundation. In cases where the real property is intended to be used by the [Institution/AgencyUniversity](#) in connection with carrying out its proper functions, the real property may be conveyed directly to the [Institution/AgencyUniversity](#), in which case the [Institution/AgencyUniversity](#) and not the Foundation shall be responsible for the due diligence obligations for such property.

c. *Processing of Accepted Gifts.* All gifts received by the [Institution/AgencyUniversity](#) or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the [Institution/AgencyUniversity](#) on a regular basis as agreed to by the Parties. The [Foundation's Treasurer](#) [Foundation CEO](#), or other individual to whom such authority has been delegated by the Foundation's Board of Directors, shall be responsible for transferring funds as authorized by the Foundation's Board of Directors.

a. *Restricted Gift Transfers.* The Foundation shall inform the [Institution/AgencyUniversity](#) officials into whose program or department funds are transferred of any restrictions on the use of such funds and provide such officials with access to any relevant documentation concerning such restrictions. Such [Institution/AgencyUniversity](#) officials shall account for such restricted funds separate from other program and department funds in accordance with applicable [Institution/AgencyUniversity](#) policies and shall notify the Foundation on a timely basis regarding the uses of such restricted funds.

b. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. If the Foundation elects to use unrestricted gifts to make grants to the Institution/Agency University, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in the Board's sole discretion.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation designates the Foundation ~~Treasurer~~CEO or Foundation CEO designee as the ~~individual~~individuals with signature authority for the Foundation in all financial transactions. The Foundation may supplement or change this designation with written notice to the Institution/Agency University; provided, however, in no event may the person with Foundation signature authority for financial transactions be ~~an~~ Institution/Agency University employee who is not also a Loaned Employee.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. Institution/Agency University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the Institution/Agency University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the Institution/Agency University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of Institution/Agency University Assets to the Foundation. No Institution/Agency University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the Institution/Agency University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional University account, and State Board approval will be required prior to the Institution/Agency's University's transfer of such funds to the Foundation.
- b. The Institution/Agency University has gift funds that were originally transferred to the Institution/Agency University from the Foundation and the Institution/Agency University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. Transfers of a *de minimis* amount not to exceed \$10,000 from the Institution University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general Institution/Agency University support purposes. This exception shall not apply to payments by the Institution University to the Foundation for obligations of the Institution University

to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

- d. The transfer is of funds raised by the ~~Institution~~University for scholarship or program support and the funds are deposited with the affiliated foundation for investment and distribution in accordance with the purpose for which the funds were raised.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the ~~Institution/Agency~~University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

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

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of ~~Institutional~~University Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is ~~attached hereto as Exhibit "C";~~ posted on the Foundation's public website; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide ~~to the Institution/Agency any updates to such~~University with access to its investment policy ~~which updates shall also be attached hereto,~~ as ~~Exhibit "C"~~ amended, via the Foundation's public website.

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Bylaws, as amended. The Foundation ~~agrees to~~shall provide ~~copies of such~~the University and State Board with access to its Articles of Incorporation and Bylaws ~~as well,~~ as ~~any subsequent amendments to such documents to both the Institution/Agency and~~amended, via the State Board. ~~Any such amendments to the Articles and Bylaws shall be attached hereto as additions to Exhibit "D" and "E", respectively.~~ Foundation's public website.

~~ARTICLE V~~ARTICLE IV

Foundation Relationships with the ~~Institution/Agency~~University

At all times and for all purposes of this Operating Agreement, the ~~Institution~~University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the ~~Institution~~University and the Foundation acknowledge that the ~~Association~~Foundation carries out functions for the benefit of the ~~Institution~~University. As such, the Parties shall share certain information as provided below.

~~1. Access to Records. Subject to recognized legal privileges, each Party shall have the right to access the other Party's financial, audit, donor and related books and records as needed to properly conduct its operations.~~

1. Access to Records. The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws and Foundation policies and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its employees and agents that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this Operating Agreement or any applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access to Foundation records shall not include the donor database and all other data, materials, and information of the Foundation pertaining to past, current or prospective donors ("Confidential Donor Information"), which may be accessed only by Loaned Employees.

2. Record Management.

a. The Parties recognize that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the ~~Institution/Agency~~University shall be limited to the ~~Institution/Agency's~~University's President and any designee of the ~~Institution/Agency's~~University's President, subject to such designee first completing a confidentiality agreement.

b. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

c. Although the Foundation is a private entity and is not subject to the Idaho Public Records Law, the Foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or similar non-personal and non-confidential financial or policy information.

d. The University may, when deemed necessary to perform services on behalf of the University in accordance with this Operating Agreement, share records with the Foundation that are protected by the Family Educational Rights and Privacy Act (FERPA). The Foundation agrees to hold all such student records in strict confidence and use such information only for the purpose of fulfilling its obligations under this Operating Agreement. The Foundation further agrees it will implement and maintain reasonable security measures to protect student records from unauthorized access, use, or disclosure and will not redisclose any student records to any third party without prior written authorization from the University. The Foundation shall promptly notify the

University of any unauthorized access, use, or disclosure of student records, including any suspected data breaches or security incidents

3. Name and Marks. Consistent with its mission to help to advance the plans and objectives of the InstitutionUniversity, the InstitutionUniversity grants the AssociationFoundation the limited, non-exclusive use of the name InstitutionIdaho State University, for use in its support of the InstitutionUniversity. The AssociationFoundation shall operate under the Institution'sUniversity's logotype in support of its organizational business and activities. Any use by the AssociationFoundation of the Institution'sUniversity's logotypes or other trademarks must be with prior approval of the InstitutionUniversity through the Office of Trademark LicensingMarketing and EnforcementCommunications.

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

5. Establishing the Foundation's Annual Budget. The Foundation shall provide the Institution/AgencyUniversity with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board will vote to accept such operating budget. Any of the Institution/Agency'sAdditional funding requests made by the University to the Foundation shall be communicated in writing to the Foundation CEO and the Foundation's Treasurer and Assistant Treasurer by April 1 of each year for consideration by the Foundation Board within an appropriate period of time for the Foundation Board to evaluate and respond to the request without causing undue burden for investment decisions relative to a funding approval.

6. Attendance of Institution/Agency'sUniversity's President at Foundation's Board of Director Meetings. The Institution/Agency'sUniversity's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

7. Supplemental Compensation of Institution/AgencyUniversity Employees. Any supplemental compensation of Institution/AgencyUniversity employees by the Foundation must be preapproved by the State Board. Any such supplemental payment or benefits must be paid by the Foundation to the Institution/AgencyUniversity, and the Institution/AgencyUniversity shall then pay compensation to the employee in accordance with the Institution/Agency'sUniversity's normal practice. No Institution/AgencyUniversity employee shall receive any payments or other benefits directly from the Foundation.

~~ARTICLE VI~~ARTICLE V Audits and Reporting Requirements

1. Fiscal Year. The Foundation and the Institution/AgencyUniversity shall have the same fiscal year.

2. Annual Audit. On an annual basis, the Foundation shall have an audit conducted by a qualified, independent certified public accountant who is not a director or officer of the

Foundation. The annual audit will be provided on a timely basis to the Institution/Agency's University's President and the State Board, in accordance with the State Board's schedule for receipt of said annual audit. The Foundation's annual statements will be presented in accordance with standards promulgated by the Financial Accounting Standards Board (FASB). The Foundation is a component unit of the Institution/Agency University as defined by the Government Accounting Standards Board (GASB). Accordingly, the Institution/Agency University is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will ~~include in its audited financial statement,~~prepare schedules reconciling the FASB Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including the auditor's independent opinion regarding such financial statements, and schedules shall be submitted to the Institution/Agency University Office of Finance and Administration Business Affairs in sufficient time to incorporate the same into the Institution/Agency's University's statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

3. Separate Audit Rights. The Institution/Agency University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the Institution/Agency's University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the Institution/Agency University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records.

4. Annual Reports to Institution/Agency University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the Institution/Agency University President setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the Institution/Agency University, summarized by Institution/Agency University department;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and employees;
- f. a list of Institution/Agency University employees for whom the Foundation made payments to the Institution/Agency University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;

- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the ~~Institution/Agency~~University; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

~~ARTICLE VII~~ARTICLE VI

Conflict of Interest and Code of Ethics and Conduct

1. Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's Conflict of Interest Policy is attached as Exhibit "F", and its Code of Ethical Conduct is set forth as Exhibit "G".

2. Dual Representation. Under no circumstances may ~~an Institution/Agency~~a ~~Institution/Agency~~University employee represent both the ~~Institution/Agency~~University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other ~~institution~~University employee under their immediate supervision to sign for the related Party in a transaction between the ~~Institution/Agency~~University and the Foundation. This shall not prohibit ~~Institution/Agency~~University employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of ~~Institution/Agency~~University. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the ~~Institution/Agency~~University without first obtaining the prior written approval of the ~~Institution/Agency~~University. ~~Institution/Agency~~University approval of any such contract shall comply with policies of the State Board with respect to State Board approval of ~~Institution/Agency~~University contracts.

4. Acquisition or Development or Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the ~~Institution/Agency's~~University's use without first obtaining approval of the State Board. In the event of a proposed purchase of real estate by the Foundation for the ~~Institution/Agency~~University, the ~~Institution/Agency~~University shall notify the State Board at the earliest possible date. Any such proposed purchase for the ~~Institution/Agency's~~University's use shall be a coordinated effort of the ~~Institution/Agency~~University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to the open meeting law, set forth in Idaho Code, Title 74, Chapter 2.

~~ARTICLE VIII~~ARTICLE VII

General Terms

1. Effective Date. This Operating Agreement shall be effective on the date set forth above.

2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the [Institution/AgencyUniversity](#) choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the [Institution/AgencyUniversity](#) to pay, within 180 days of written notice, all debt incurred by the Foundation on the [Institution/Agency'sUniversity's](#) behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the [Institution/AgencyUniversity](#) that is not cured within the time frame set forth above, the [Institution/AgencyUniversity](#) may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described below (through reference to the Foundation Chair and the State Board) to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3. Dispute Resolution. The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Chair of the Board of the Foundation and the [Institution/AgencyUniversity](#) President. If the Foundation Board Chair and [Institution/AgencyUniversity](#) President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board for resolution. If they are unable to resolve the dispute, the Parties shall submit the dispute to mediation by an impartial third Party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

4. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and Articles of Incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation shall transfer to the State Board (or [InstitutionUniversity](#), as applicable) the balance of all property and assets of the Foundation from any source, after the payment of all debts and obligations of the Foundation, and

such property shall be vested in the State Board in trust for the use and benefit of the ~~Institution/Agency~~University.

5. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every three (3) years or more frequently if otherwise requested by the State Board.

6. Modification. Any modification to the Operating Agreement or Exhibits hereto shall be in writing and signed by both Parties.

7. Providing Document to and Obtaining Approval from the Institution/Agency~~University~~. Unless otherwise indicated herein, any time documents are to be provided to the ~~Institution/Agency~~University or any time the ~~Institution/Agency's~~University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the ~~Institution/Agency's~~University's President or an individual to whom such authority has been properly delegated by the ~~Institution/Agency's~~University's President.

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

9. Notices. Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the ~~Institution/Agency~~University:

President
—~~Institution/Agency~~
—~~Street Address~~
—~~City,~~ Idaho State and Zip University
921 S 8th Avenue, Stop 8310
Pocatello, ID 83209

With an additional copy to the General Counsel

To the Foundation:

—~~Managing Director~~
Foundation CEO
Idaho State University Foundation, Inc.
—~~Street~~

Physical Address:
~~City, State~~ 1601 E. Bonneville St
Pocatello, ID 83201

Mailing Address:
921 S. 8th Ave, Stop 8050
Pocatello, ID 83209

With an additional copy to:

Foundation Legal Counsel

Physical and Zip Mailing Address:
109 N. Arthur Ave, 5th Floor
Pocatello, ID 83204

and

Foundation Board Chair
Idaho State University Foundation, Inc.

Physical Address:
1601 E. Bonneville St
Pocatello, ID 83201

Mailing Address:
921 S. 8th Ave, Stop 8050
Pocatello, ID 83209

10. No Joint Venture. At all times and for all purposes of this Memorandum of Understanding, the ~~Institution/Agency~~ University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

11. Liability. The ~~Institution/Agency~~ University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees. ~~Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.~~

~~12. Indemnification. To the extent allowed by law, the Institution/Agency and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under~~

~~this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the Institution/Agency's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.~~

~~13.12. Assignment.~~ This Operating Agreement is not assignable by either Party, in whole or in part.

~~14.13. Governing Law.~~ This Operating Agreement shall be governed by the laws of the State of Idaho.

~~15.14. Severability.~~ If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

~~16.15. Entire Agreement.~~ This Operating Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

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IN WITNESS WHEREOF, the Institution/Agency University and the Foundation have executed this Operating Agreement on the above specified date.

Institution/Agency Idaho State University

By: _____
Its: President

Idaho State University Foundation, Inc.

By: _____
Its: Chairman Chair

DRAFT

EXHIBIT "A"

Loaned Employee Agreement

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EXHIBIT "B"

Service Agreement

In progress

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EXHIBIT "C"

Investment Policy

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EXHIBIT "D"

Articles of Incorporation

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EXHIBIT "E"

Bylaws

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EXHIBIT "F"

Conflict of Interest Policy

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EXHIBIT "G"

Code of Ethical Conduct

DRAFT

2026 SERVICE AGREEMENT

This 2026 Service Agreement (“**Agreement**”) is entered into effective the x day of xx, 2026 (“**Effective Date**”) by and between IDAHO STATE UNIVERSITY, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“**University**”), and IDAHO STATE UNIVERSITY FOUNDATION, INC., an Idaho non-profit corporation (“**Foundation**”). The University and the Foundation are sometimes referred to herein separately as a “**Party**” and collectively as the “**Parties**.”

ARTICLE I BACKGROUND

1.1 **Background.** The Foundation is the primary affiliated foundation responsible for assisting the University in inspiring, soliciting, managing and distributing private support for the University. The University and the Foundation are parties to the Services Agreement, dated September 11, 2024 (“**Prior Service Agreement**”). The Parties desire to amend and restate the Prior Service Agreement to document the services provided by each Party to the other Party and the corresponding charges for such services.

1.2 **Loaned Employees.** The University and the Foundation have entered and will enter into additional agreements (each such agreement, a “**Loaned Employee Agreement**”) for the loaning of Loaned Employees (as defined in Exhibit A) to the Foundation by the University. The Loaned Employee Agreements shall set forth the rights and responsibilities of the Foundation and the University with respect to the Loaned Employees. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control, and supervision of the Foundation.

ARTICLE II SERVICES

2.1 **University Services.** The University shall provide the following services to the Foundation in accordance with the terms of this Agreement: administrative support in payroll processing (including payment), employee benefits (including administration and payment), travel support, event support, accounts payable (including employee expense reimbursement and use of the University’s purchasing cards), human resource management relating to hiring, retention, and training, information technology for University-provided enterprise services (including cloud storage services, backup solutions, data and network security, managed security services and monitoring, information technology support services, software as a service, incident management, hardware installation and maintenance and software development), mail services and communication, publication and marketing professional services to the Foundation (collectively, “**University Services**”).

2.2 **Foundation Services.** The Foundation shall provide the following services to the University in accordance with the terms of this Agreement: asset management, investment, fundraising, alumni engagement and certain information technology services related to Foundation-owned systems and Foundation operations (collectively, “**Foundation Services**” and,

together with the University Services, “**Services**”). Information technology services must comply with applicable University policies and may include administration and configuration of Foundation advancement platforms; creation and maintenance of Foundation-managed online giving and event registration pages (including those embedded within or linked from University websites in coordination with University web and branding standards); delivery of Foundation-maintained reporting, dashboards, and standardized extracts to support fundraising, stewardship, and financial reporting; and approved data integrations and operational support necessary to provide such reporting and services. Access to Foundation systems and Foundation data (as applicable) is limited to Foundation personnel and other specifically authorized individuals on a need-to-know, least-privilege basis, as approved by the Foundation’s Chief Executive Officer (“**Foundation CEO**”) or the Foundation’s designated data steward.

2.3 Asset Management, Investment. The Foundation shall receive, hold, protect, manage, and invest donor contributions for the benefit of the University, in accordance with its Investment Policy, the Operating Agreement, and applicable laws, regulations, and policies. This includes maintaining and administering permanent endowment funds for the benefit of the University and making distributions for educational scholarships and other purposes consistent with the intent of the donor and applicable law.

2.4 Fundraising, Donor and Alumni Engagement. The Foundation shall provide fundraising, and donor and alumni engagement services, to the University (collectively, “**Advancement Services**”). Advancement Services shall be provided in accordance with joint fundraising and engagement goals mutually agreed upon in writing each fiscal year by the University Liaison and Foundation Liaison, as described in the Operating Agreement. Advancement Services shall be provided in a professional manner consistent with prevailing industry standards. The joint fundraising and engagement goals may be modified from time to time upon the Parties’ mutual written agreement.

2.5 Additional Services. The Foundation may assist the University with capital projects; the acquisition, management, and development of real property, including land and building construction or improvement; and other special projects identified by the University and accepted by the Foundation, provided such projects are consistent with the Foundation’s charitable purposes and the Operating Agreement and this Service Agreement. Additional Services may be agreed to in a supplemental agreement setting forth the scope of services and any corresponding charges, or in a writing signed by both Parties updating the Foundation Services and Exhibit A. Should a Party require additional services not included within the University Services or the Foundation Services, the Party providing the additional services will notify the receiving Party of the additional cost in advance of providing the additional services. Additional costs may be billed by the providing Party to the receiving Party at the providing Party’s customary rates, with payment due in accordance with the providing Party’s customary billing procedures.

ARTICLE III SERVICE CHARGES

3.1 University Service Charge. At the close of each fiscal year, the University shall calculate the annual University Service Charge for University Services provided to the Foundation during

such fiscal year. The University shall prepare and deliver to the Foundation an itemized statement of the University Service Charge setting forth the basis for the calculation in reasonable detail. The University Service Charge shall be calculated as follows:

$$\begin{aligned} & \text{University Service Charge} \\ & = \\ & \text{Loaned Employee Payments} + \text{Operating Expenses} + \text{ITS Costs} + \text{Operations} \\ & \quad \text{Support Costs} + \text{Events Costs} + \text{Rent} \end{aligned}$$

3.1.1 **Components of University Service Charge.** The components of the University Service Charge, and the defined terms applicable thereto, are set forth in Exhibit A, which is incorporated herein by reference.

3.1.2 **Changes to Components of University Service Charge.** Certain components of the University Service Charge may be adjusted in accordance with this Section 3.1.2 prior to the beginning of each fiscal year. Any such adjustment shall be reflected in an amendment to Exhibit A executed by the Foundation CEO and the University President.

3.1.2.1 **Generally.** For the fiscal year commencing July 1, 2026 (“FY2027”) and each fiscal year thereafter, the ITS Costs, Operations Support Costs, Events Costs, and Rent (each, a “Component”) may be adjusted as follows: (a) The Foundation CEO and the University President may increase or decrease a component by up to five percent (5%) of the prior fiscal year amount with approval of the Foundation Board; and (b) Any increase or decrease exceeding five percent (5%) of the prior fiscal year amount shall require approval of the Foundation Board. Notwithstanding the above, in this section 3.1.2.1, State Board of Education (“**State Board**”) approval shall be required to the extent required under applicable State Board policies.

3.1.2.2 **Discontinuation of Services.** The University may discontinue any of the University Services upon at least ninety (90) days’ prior written notice to the Foundation. If any University Services are discontinued in their entirety and such discontinued University Services comprise all services described in a defined term set forth on Exhibit A, then the defined term associated with such discontinued University Services shall be removed from the formula for calculating the University Service Charge set forth in Section 3.1. Payments attributable to such defined term shall be prorated from July 1 of the fiscal year of discontinuation through the effective date of discontinuation. Upon discontinuation of any University Services, the corresponding adjustment to the University Services and components shall be reflected in an amendment to Exhibit A.

3.2 **Foundation Service Charge.** Prior to the end of each fiscal year, the Foundation shall calculate the annual Foundation Service Charge for fundraising and related services provided to the University during such fiscal year. The Foundation shall prepare and deliver to the University an itemized statement of the Foundation Service Charge setting forth the basis for the calculation in reasonable detail. The Foundation Service Charge shall be calculated as follows:

$$\begin{aligned} & \text{Foundation Service Charge} \\ & = \end{aligned}$$

Cost to Raise a Dollar (CRD) x Fundraising Goal

3.2.1 **Components of Foundation Service Charge.** Each of the components of the Foundation Service Charge and the defined terms used in defining those components are defined on Exhibit A hereto.

3.2.2 **Changes to Components of Foundation Service Charge.** The following component of the Foundation Service Charge may be adjusted in accordance with this Section 3.2.2 prior to the beginning of each fiscal year. Any such adjustment shall be reflected in an amendment to Exhibit A executed by the Foundation CEO and the University President.

3.2.2.1 **CRD Amount.** For FY2028 and each fiscal year thereafter, the CRD Amount may be adjusted as follows: (a) The Foundation CEO and the University President may increase or decrease the CRD Amount by up to ten percent (10%) of the prior fiscal year's CRD Amount without approval of the State Board or the Foundation Board; and (b) Any increase or decrease exceeding ten percent (10%) of the prior fiscal year's CRD Amount shall require approval of both the State Board and the Foundation Board.

3.3 **Annual University Operating Budget and Annual Foundation Operating Budget.** The annual University operating budget for Advancement shall be developed in accordance with University budget development guidelines and criteria and approved by the University President and Foundation CEO. The annual University operating budget for Advancement will be administered according to University budget policy and procedure. The annual Foundation operating budget shall be developed in accordance with Foundation budget policies and approved by the Foundation Board. The annual Foundation budget will be administered according to Foundation budget policies and procedure.

3.4 **Reconciliation of Service Charges.**

3.4.1 **Payment.** On or prior to June 30th of each subsequent year, the Foundation shall make a single cash payment to the University that is in an amount equal to the "Net Service Charge" calculated as the University Service Charge less the Foundation Service Charge if the Net Service Charge is greater than zero. In no event will the University be required to make a payment to the Foundation for a Net Service Charge less than zero. Any balance resulting after reconciling the charges will be made available by the Foundation for the University's use and benefit in the subsequent fiscal year in accordance with the Foundation's budget policies.

The Parties shall review the projected and actual University Service Charge and Foundation Service Charge on an annual basis to promote reasonable alignment between the Services provided and the charges assessed.

3.5 **Meetings and Reports.**

3.5.1 **Reports.** The Foundation will provide regular reports to designated University leadership regarding fundraising progress. The Foundation CEO will provide quarterly reports to University leadership to assess progress towards meeting fundraising and alumni engagement goals. Prior to the start of each fiscal year, the Foundation shall provide the University President Service Agreement

with the Foundation's proposed annual operating budget as approved by the Foundation Board. Information disclosed in the quarterly reports will not include Confidential Donor Information (as defined in the Operating Agreement), which is owned, controlled and possessed by the Foundation.

**ARTICLE IV
RECORDS; PROTECTION OF CONFIDENTIAL INFORMATION**

4.1 **Retention and Access.** Each Party shall maintain accurate and complete records with respect to Services performed and Service Charges owed. Such records shall be kept at each respective Party's principal place of business, may be maintained in electronic form and shall be available for inspection and use by the other Party or its representatives during normal business hours. In addition, upon written request of either Party, the other Party shall execute a proprietary and confidentiality agreement.

4.2 **Definition.** "Confidential Information" means (a) any information disclosed by one Party to the other Party, either directly or indirectly, in writing, orally, electronically, digitally, via the internet or in any other form or manner or acquired by inspection, observation or otherwise, that is not generally known outside of the disclosing Party unless as a result of a breach of any of the receiving Party's obligations imposed by this Agreement, that the disclosing Party marks or identifies as confidential or with a similar legend, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential, including Confidential Donor Information, and (b) any information otherwise obtained, directly or indirectly, by the receiving Party through inspection, observation, review or analysis of information described in clause (a) of this Section 4.2.

4.3 **Exclusions.** Notwithstanding Section 4.2, Confidential Information does not include information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party to the receiving Party; (b) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no breach of any confidentiality obligations of any Party or a third party; (c) is in the possession of the receiving Party without an obligation of confidentiality at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving Party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.

4.4 **Restrictions on Disclosure and Use.** The receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. The receiving Party shall use the same care and discretion to avoid disclosure of the disclosing Party's Confidential Information as it uses with its own similar confidential information, and in no event with less than reasonable care. Without limiting the foregoing, the receiving Party shall: (a) limit access to any Confidential Information to receiving Party's affiliates and the employees, contractors, agents and other representatives of the receiving Party and its affiliates (collectively, "Representatives") who have a need to know in connection with the performance

of the obligations under Parties' Agreements (as defined in Section 6.11); and (b) require all Representatives having access to Confidential Information (excluding Representatives who are bound by duties of confidentiality with respect to the Confidential Information under applicable rules of professional conduct) to enter into a written agreement with the receiving Party containing restrictions with respect to the Confidential Information at least as restrictive as the restrictions set forth in this Agreement. The receiving Party shall, and shall cause its Representatives to, not use the Confidential Information of the disclosing Party except and solely in connection with the performance of the receiving Party's obligations under the Parties' Agreements. The receiving Party shall be liable to the disclosing Party for any act or omission by any of its Representatives that would constitute a breach of this Agreement by the receiving Party if the receiving Party engaged in such act or omission. The receiving Party shall immediately notify the disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

4.5 Confidential Donor Information. Section 3.5.1 of this Agreement and the Operating Agreement set forth additional restrictions on disclosure and use of the Confidential Donor Information, and such restrictions shall be strictly complied with by the University and its Representatives.

4.6 Legally Compelled Disclosure. If the receiving Party or any of its Representatives becomes legally compelled (or requested by a regulatory body) to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt written notice prior to disclosure, unless providing such notice would violate applicable law or regulation, so that the disclosing Party may seek a protective order or other appropriate remedy (and if the disclosing Party seeks such an order, the receiving Party will, and will cause its Representatives to, provide such cooperation as the disclosing Party reasonably requests, at the expense of the disclosing Party) or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained or if the receiving Party's compliance with the provisions of this Agreement is waived by the disclosing Party, the receiving Party will furnish, and shall allow any Representative to furnish, only that portion of the Confidential Information that is legally required (in the opinion of its legal counsel).

4.7 Return or Destruction. All documents and other tangible objects containing or representing Confidential Information of the disclosing Party shall remain the property of the disclosing Party. Promptly upon the disclosing Party's request or termination of this Agreement, the receiving Party shall, and shall cause its Representatives to, either return or destroy and certify to the destruction of (at the disclosing Party's election) all documents, including electronic copies, and other tangible objects containing or representing the disclosing Party's Confidential Information; provided, however, Confidential Information of the disclosing Party that is retained in compliance with the Party's document retention policies or contained in an archived computer system backup in accordance with applicable security or disaster recovery procedures is not required to be erased provided that (a) access to such copies shall be limited to personnel who need access in compliance with applicable record retention policies or security or disaster recovery procedures and (b) such copies shall continue to be subject to the confidentiality and nonuse obligations in this Article IV.

4.8 Survival. The obligations of this Article IV shall survive the termination of this Agreement

for a period of five years, except with respect to any trade secrets of either Party, in which case the obligations of this Article IV shall survive as long as such Confidential Information remains a trade secret of the disclosing Party as provided by applicable law.

4.9 **Foundation Data in University-Provided Systems.** Foundation data stored or processed in University-provided systems remains under Foundation stewardship. Except as required for emergency security containment or legal compliance, the University shall not delete, archive, migrate, modify, or otherwise materially alter Foundation data within such systems without prior written approval from the Foundation's Chief Executive Officer or Designee. In the event emergency security containment or legal compliance requires such action, the University shall provide prompt notice to the Foundation (unless prohibited by law) and shall cooperate in restoration or remediation, as applicable. Access to Foundation data by University personnel shall be limited to the minimum necessary to operate and support the applicable University Services and shall be logged in accordance with applicable University security policies.

4.10 **Data Security Incidents.** In addition to the confidentiality and stewardship obligations in this Article IV, each Party is responsible for any actual or suspected unauthorized access to, acquisition of, disclosure of, or loss of control over data (including Confidential Information) that originates in systems it owns or administers and will promptly notify the other Party if the incident involves the other Party's data or systems. The Parties will cooperate in good faith on investigation, containment, and recovery. The Party whose systems the incident originates in will coordinate any required notices to affected individuals, regulators, or other third parties, and will consult with the other Party in advance when the other Party's data is materially implicated, to the extent permitted by law.

ARTICLE V TERM, TERMINATION AND DISPUTE RESOLUTION

5.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and end on June 30, 2029 ("**Initial Term**"), and thereafter, this Agreement shall automatically renew for successive three-year terms (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**"), unless and until terminated in accordance with the terms and conditions contained in this Agreement.

5.2 **Termination.** This Agreement shall terminate upon the earlier of: (a) mutual written agreement of the Parties; (b) 90 days prior written notice by either Party to the other Party to terminate this Agreement for any reason or no reason; (c) a breach by a Party of any material provision of this Agreement and such breach is not cured within 30 days after notice from the non-breaching Party specifying the nature of the default (or if the breach is of a nature that it cannot be completely cured within the 30-day period, if the non-breaching Party does not commence such curing within such 30-day period or thereafter fails to proceed with reasonable diligence and in good faith to cure the breach); or (d) termination of the Operating Agreement. In the event this Agreement terminates pursuant to this Section 5.2, the Parties shall cooperate in good faith to negotiate a new agreement within six (6) months. If the Parties are unable to reach agreement within such period, they shall initiate the dispute resolution mechanism described in Section 5.3 to further attempt to negotiate a new agreement.

5.3 **Dispute Resolution.** The Parties agree that, in the event of any dispute arising under the Parties' Agreements (as defined below), they shall first attempt to resolve the dispute through good faith discussions between appropriate personnel of each Party. If the dispute is not resolved within thirty (30) days after it arises, the Foundation CEO and the University President shall have thirty (30) days to attempt resolution; if still unresolved, the Chair of the Foundation Board and the State Board shall have an additional thirty (30) days to attempt resolution. If the dispute remains unresolved after completion of these steps, the Parties shall submit the dispute to mediation before an impartial third-party mediator mutually acceptable to the Parties. Only after completion of the foregoing mandatory steps may either Party initiate litigation arising from the Parties' Agreements. In the event of litigation, the prevailing Party shall be entitled to reimbursement of its expenses, including court costs, attorneys' fees, and other professional fees, to the extent awarded by a court of competent jurisdiction.

5.4 **Effect of Termination.** Upon termination of this Agreement, each Party shall cooperate in order to effect an orderly transition of the applicable Services to the other Party, and all Service Charges shall be prorated to the extent appropriate based on the date of termination.

ARTICLE VI GENERAL TERMS

6.1 **Parties' Liability.** The Parties agree that each is responsible for any wrongful acts committed by them or their employees or agents arising out of their respective performance of this Agreement and that each Party may be found individually liable to persons injured by any such individual wrongful act, including liability of one Party to the other for injuries or liability arising out of such wrongful act. The University's liability for wrongful acts is governed by the Idaho Tort Claims Act ("Act"), Idaho Code, §§ 6-901 – 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act. The University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act.

6.2 **Articles, Sections, Subsections and Subparagraphs.** This Agreement consists of text divided into Articles that are identified by roman numerals (for example, I, II and III), Sections that are identified by a number corresponding to the number of the Article of which the particular Section is a part followed by the number of the Section (for example, 1.1), subsections that are identified by numbers based on the order in which the subsections appear (for example, 1.1.1, 1.1.2 and 1.1.3) and subparagraphs that are identified by numbers based on the order in which the subparagraphs appear (for example, 1.1.1.1, 1.1.1.2 and 1.1.1.3). The organization is hierarchical, meaning that a reference to a division of this Agreement includes all of its Sections, subsections and subparagraphs (for example, a reference to a Section includes the Section and all of its subsections and subparagraphs).

6.3 **Interpretation.** In this Agreement: (a) the words "including", "include" and similar words are to be construed as being followed by the phrase "without limitation"; (b) the word "may" is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute, regulation or any other document are to be construed as followed by the phrase "as amended from time to time."

6.4 **Notices.** Any notices required under this Agreement must be in writing and may be delivered: (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by nationally recognized delivery service, such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices must be addressed to the following addresses or any other address that a Party provides by notice:

To the University:

President
Idaho State University
921 S 8th Avenue, Stop 8310
Pocatello, ID 83209

With an additional copy to the General Counsel

To the Foundation:

Foundation CEO
Idaho State University Foundation, Inc.

Physical Address:
1601 E. Bonneville St
Pocatello, ID 83201

Mailing Address:
921 S. 8th Ave, Stop 8050
Pocatello, ID 83209

With an additional copy to:

Foundation Legal Counsel

Physical and Mailing Address:
109 N. Arthur Ave, 5th Floor
Pocatello, ID 83204

and

Foundation Board Chair
Idaho State University Foundation, Inc.

Physical Address:
1601 E. Bonneville St
Pocatello, ID 83201

Mailing Address:
921 S. 8th Ave, Stop 8050
Pocatello, ID 83209

6.5 **Legal Authority.** Foundation represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Foundation to its terms. The person(s) executing this Agreement on behalf of the Foundation warrant(s) that such person(s) have full authorization to execute this Agreement.

6.6 **Separate Entity; No Joint Venture.** Notwithstanding anything to the contrary in this Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party. As independent entities, the University and the Foundation shall not be liable for any of the other Party's contracts, torts or other acts or omissions, or those of the other Party's trustees, directors, officers, employees or agents.

6.7 **Allocation of Risks and Liabilities.** The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers or employees. The Foundation agrees to indemnify, defend and hold the University, the State Board of Education, and each of their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Foundation, its employees, contractors, or agents in performing its obligations under this Service Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of the Foundation or a Loaned Employee who is working for the benefit of the Foundation. The University acknowledges and agrees it is responsible for negligent or wrongful acts committed by the University or by its employees or agents arising out of the University's performance under the terms of this Agreement to the extent authorized by law. The University shall not be responsible for the acts of the Foundation or any third party and the results thereof and shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees or agents. University's liability shall be governed by the Idaho Tort Claims Act, Idaho Code Title 6, Chapter 9, as may be amended from time to time, and other applicable laws, including Idaho Code Title 59, Chapter 10 and the Idaho State Constitution. Nothing in the Agreement shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Nothing in this Service Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

6.8 **Assignment.** This Agreement is not assignable by either Party, in whole or in part.

6.9 **Modification.** Any modification to this Agreement other than the Exhibits shall be in writing and signed by both Parties. Modifications to the Exhibits shall be pursuant to Sections 3.1.2 and 3.2.2.

6.10 **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

6.11 **Waiver.** Waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

6.12 **Severability.** If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

6.13 **Entire Agreement.** This Agreement, the Operating Agreement and the agreements contemplated to be entered into by the Parties under the Operating Agreement, which are (a) the Lease Agreement by and between the Foundation and the University (“**Lease Agreement**”) and (b) the Loaned Employee Agreements (collectively with this Agreement and the Operating Agreement, “**Parties’ Agreements**”), constitute the entire agreement among the Parties pertaining to the Parties’ Agreements. In the event of any inconsistency between the provisions of the Parties’ Agreements and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control. If the Operating Agreement is amended at any time during the Initial Term or a Renewal Term, to the extent such amendments cause inconsistencies between this Agreement and the Operating Agreement, this Agreement shall be amended to cure such inconsistencies. This Agreement amends, restates and replaces the Prior Service Agreement and supersedes any prior written or oral statements related to the terms of this Agreement or the terms of the Prior Service Agreement.

6.14 **Execution.** This Agreement may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

6.15 **Certifications.** University is prohibited by state law from entering into certain contractual agreements. Foundation hereby certifies that: (i) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code; and (ii) it is not currently owned or operated by the People’s Republic of China and will not for the duration of the Agreement be owned or operated by the People’s Republic of China; and (iii) it is not an abortion provider or an affiliate of an abortion provider under the No Public Funds for Abortion Act. The terms in this paragraph defined in Idaho Code Section 67-2346, Section 67-2347A, Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to Service Agreement

comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable State or federal law.

(Signature page follows.)

IN WITNESS WHEREOF, the University and the Foundation have executed this Agreement on the date set forth below the Party's signature to be effective on the Effective Date.

IDAHO STATE UNIVERSITY

By: _____

Name:

Its: President

Date: _____

**IDAHO STATE UNIVERSITY
FOUNDATION, INC.**

By: _____

Name:

Its: Board Chair

Date: _____

EXHIBIT A

COMPONENTS OF SERVICE CHARGES

“**Cost to Raise a Dollar**” means the cost associated with the Foundation’s fundraising efforts to raise one dollar, which shall initially be the CRD Amount.

“**CRD Amount**” means \$0.20, which is based on current industry standards.

“**Events Costs**” means the rental fees waived for three annual foundation events: The Gem Legacy Dinner, Foundation Annual Board Meeting, and the Alumni Homecoming Dinner plus weekly meetings. University Advancement and ISUF directly pay internal rental rates and all other event expenses for all other activities.

“**Fundraising Goal**” means a goal for the amount of money the Foundation aims to raise through the Foundation’s fundraising efforts for the upcoming fiscal year.

“**ITS**” means the University’s Information Technology Services Department.

“**ITS Costs**” means the ITS budget comprised of salary for ITS contracted personnel. This expense is multiplied by a fraction, the numerator of which is the Full Time Equivalency (FTE) of Loaned Employees and the denominator of which is the total FTE of contracted employees of the University, including the Loaned Employees, during the fiscal year. FTE is calculated as total hours worked or paid during the fiscal year divided by 2,080 for all staff positions.

“**Loaned Employees**” means all positions for which the Foundation and the University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether each such Loaned Employee is loaned to Foundation by University for the entire 12 months of the fiscal year.

“**Loaned Employee Payments**” means an amount equal to the actual payments made by the University for the salaries and benefits of the Loaned Employees during the fiscal year.

“**Operating Expenses**” means the portion of funds expended within the chart of accounts maintained by the University as part of the University’s financial services to the Foundation for the fiscal year related to contracts, programmatic support, marketing, communications, events, travel and office operations other than expenses that are a part of other components of the University Service Charge set forth in Section 3.1.

“**Operations Support Costs**” means the Human Resources budget comprised of salary for Human Resources contracted personnel and the Finance budget comprised of salary for Finance contracted personnel. These expenses are multiplied by a fraction, the numerator of which is the FTE of Loaned Employees and the denominator of which is the total FTE of contracted employees of the University, including the Loaned Employees, during the fiscal year.

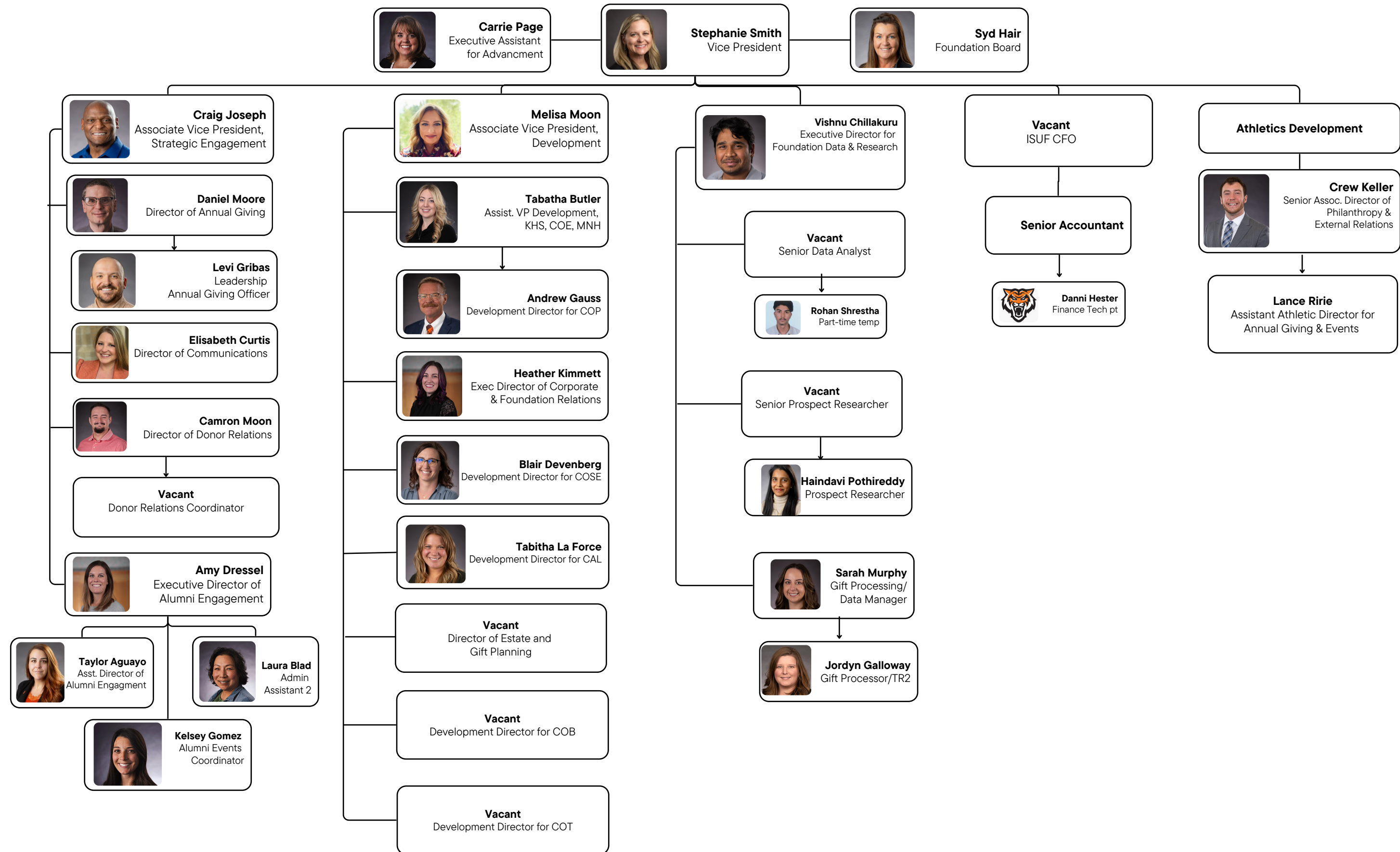
“**Rent**” means the square feet of University facilities occupied by the ISUF multiplied by \$35.00 (“**Rental Rate**”) for the fiscal year unless otherwise determined by previous agreements.

Service Agreement

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ISU Foundation

Updated March 2026



**LOANED EMPLOYEE AGREEMENT
IDAHO STATE UNIVERSITY AND
IDAHO STATE UNIVERSITY FOUNDATION, INC.**

This Loaned Employee Agreement (“**Agreement**”) is entered into upon the date of full execution (“**Effective Date**”) by and between Idaho State University (“**University**”), and the Idaho State University Foundation, Inc., an Idaho non-profit corporation (“**Foundation**”). The University and the Foundation are sometimes referred to herein separately as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND

- A. The Foundation is a nonprofit corporation formed to solicit, manage, and distribute private support to enhance the growth and development of the University.
- B. In order to carry out its mission and perform its ongoing administrative, operational, and programmatic functions, including its day-to-day activities, the Foundation requires qualified personnel. Accordingly, the Foundation has requested that the University make certain staff members available to provide services in support of the Foundation’s operations.
- C. Consistent with the foregoing, the University has agreed, subject to the terms and conditions of this Agreement, to make available to the Foundation its employee, **[full legal name]** (the “Loaned Employee”), to perform services in support of the Foundation’s operations.
- D. The Foundation and the University share a common interest in supporting the University’s mission, and the parties desire to enter into this Agreement to define the terms under which the Loaned Employee will provide services to the Foundation in furtherance of that shared purpose.

AGREEMENT

The Parties agree as follows:

1. Relationship Between Loaned Employee and University.

1.1 Employment with the University. At all times during the term of this Agreement, the Loaned Employee shall remain an employee of the University. The Loaned Employee may be classified as a non-classified, classified, or hourly (part-time) employee of the University, as applicable, and shall remain subject to all policies and procedures of the Idaho State Board of Education and the University (collectively, “**University Policies**”) applicable to such employment. The Loaned Employee shall devote one hundred percent (100%) of the Loaned Employee’s working time to performing services for the Foundation. Nothing in this Agreement shall alter the nature of the Loaned Employee’s employment relationship with the University or modify the terms and conditions of the Loaned Employee’s employment with the University, including the Loaned Employee’s employment classification. For purposes of the workers’ compensation laws of the State of Idaho, the Loaned Employee shall be considered a loaned Agreement for Loaned Employee (**[last name of Loaned Employee]**)

employee.

12 **Compensation.** Loaned Employee will be paid compensation consistent with the terms applicable to Loaned Employee's employment with the University ("**Salary**"). This Agreement shall have no effect on Loaned Employee's eligibility for University benefits ("**Benefits**"). The University shall be responsible for the payment of all Salary and Benefits to Loaned Employee. The Foundation shall reimburse the University for the costs of the Loaned Employee's Salary and Benefits pursuant to the terms of the Service Agreement between the University and the Foundation (the "**Service Agreement**").

13 **Travel Expenses.** The University shall reimburse directly to Loaned Employee costs incurred by Loaned Employee for travel that is approved in accordance with Foundation policies, University Policies, and applicable law ("**Travel Costs**"). The Foundation shall reimburse the University for the Travel Costs pursuant to the terms of the Service Agreement.

14 **Performance Evaluations.** In accordance with the Operating Agreement between the University and the Foundation ("**Operating Agreement**"), Loaned Employee's performance will be reviewed at least annually and such review will be consistent with applicable University Policies. Foundation personnel, including members of the Foundation Board and employees loaned by the University to the Foundation who supervise other Foundation personnel, are responsible for evaluating employees loaned by the University to the Foundation in accordance with University Policies.

2. **Relationship Between Loaned Employee and Foundation.**

21 **Supervision.** Loaned Employee will work under the supervision and direction of the Foundation CEO in accordance with the Operating Agreement.

22 **Foundation Policies.** The Foundation may, from time to time, establish certain policies regarding the conduct of Foundation business that may apply to the services performed by Loaned Employee for the Foundation.

3. **Relationship Between Foundation and the University.**

31 **Lease of Loaned Employee.** During the term of this Agreement, the University shall make available to the Foundation 100% of Loaned Employee's working time. The furnishing of Loaned Employee shall not be considered a professional service of the University to the Foundation, nor shall the University be considered a contractor of the Foundation.

32 **University to Provide Salary and Benefits.** As set forth above in Section 1.2, the University shall provide Loaned Employee with Salary and Benefits. The University shall be responsible for all facets of payroll and benefits administration with respect to Loaned Employee, including withholding and payment of payroll taxes, unemployment compensation, reimbursable expenses, worker's compensation coverage, social security and providing any fringe and welfare benefit programs for Loaned Employee. The University is responsible for the payment of all items set forth in this Section 3.2 and any claims or losses resulting from the administration of compensation and employee benefits pursuant to any applicable law, including the Fair Labor

Agreement for Loaned Employee ([last name of Loaned Employee])

Standards Act, the Employee Retirement Income Security Act, the Idaho Wage Claim Act and the Internal Revenue Code.

33 **No Prohibition on Leasing Employee to Foundation.** The University represents and warrants to the Foundation that there is no agreement with Loaned Employee nor any University Policies that prohibit the University from leasing Loaned Employee to the Foundation pursuant to the terms of this Agreement. The University further represents and warrants that this Agreement does not affect Loaned Employee's eligibility for Benefits under the terms of all applicable University benefit plans.

34 **Foundation's Liability for Acts of Loaned Employee.** The University shall have no liability to the Foundation for loss or damage directly resulting from the fault, negligence, misconduct or other acts of Loaned Employee while Loaned Employee is performing activities on behalf of or at the direction of the Foundation. The Foundation agrees to be responsible for claims, demands, losses, damages, costs, expenses, and liabilities for bodily injury (including death) to persons or damage to property to the extent such claims arise directly from acts or omissions of a Loaned Employee that are proven to have occurred while the Loaned Employee was acting within the scope of his or her assigned duties for the Foundation and in furtherance of the Foundation's business, and under the Foundation's direction and control. Either Party may maintain liability insurance coverage in such amounts as each shall deem appropriate with respect to liabilities arising out of the acts or omissions of Loaned Employee.

35 **Compliance With Employment Discrimination Laws.**

35.1 **Compliance by Parties.** With respect to Loaned Employee, both Parties agree to comply with all laws regarding employment discrimination, including the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act and the Idaho Human Rights Act. Either Party shall notify the other Party within five (5) business days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. Each Party shall be responsible for any claims or losses resulting from that Party's failure to comply with any applicable employment discrimination laws.

35.2 **Compliance by Loaned Employee.** Loaned Employee remains subject to the rights and obligations established by applicable law and University Policies regarding employment discrimination. Nothing in this Agreement shall affect Loaned Employee's obligation to comply with applicable employment discrimination laws and University Policies.

35.3 **Compliance by Foundation Board.** The Foundation's Board of Directors ("**Foundation Board**") acknowledges the University's and Loaned Employee's respective obligations to comply with applicable employment discrimination laws and University Policies and will not take any action to interfere with the University's or Loaned Employee's compliance with the same.

4. **General Terms.**

4.1 **Term; Termination.** The term of this Agreement is congruent with the applicable term of employment between Loaned Employee and the University and will terminate on the same day that Loaned Employee's employment with the University is specified to end, unless terminated Agreement for Loaned Employee ([last name of Loaned Employee])

earlier upon the occurrence of any of the following:

4.1.1 **Termination by Foundation.** Foundation may terminate this Agreement and the services of Loaned Employee at any time by providing fourteen (14) days' notice to the University. Termination of this Agreement will not result in an automatic termination of Loaned Employee's employment with the University, which decision may be made by the University in its sole discretion and consistent with University Policies.

4.1.2 **Termination in the Event of Default.** Either Party may terminate the lease of Loaned Employee by the University to the Foundation upon the material default of the other's performance provided that the non-defaulting Party first provides the other with at least ten (10) business days' notice of the default and an opportunity to cure such default within the notice period.

4.1.3 **Termination of Operating Agreement.** This Agreement shall terminate automatically upon termination of the Operating Agreement between the Parties, effective as of the date the Operating Agreement terminates.

4.1.4 **Discontinued Employment of Loaned Employee by University.** This Agreement, and the provision of services by the Loaned Employee, shall automatically terminate if the Loaned Employee ceases to be an employee of the University for any reason.

4.2 **Dispute Resolution.** The Parties agree that in the event of any dispute arising from the Parties' Agreements (as defined in Section 4.13), the Parties shall first attempt to resolve the dispute by working together with the appropriate personnel of each of the Parties. If the personnel cannot resolve the dispute within thirty (30) days after the dispute arises, then the Chair of the Foundation Board and the University President ("**University President**") have thirty (30) days to resolve the dispute. If the dispute is not resolved by the Chair of the Foundation Board and the University President within thirty (30) days, the Parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from the Parties' Agreements. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees and other professional expenses, if awarded by a court of competent jurisdiction.

4.3 **No Third Party Beneficiaries.** The Parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee, who remains subject to all applicable University Policies, including policies regarding nonrenewal of fixed term appointments and termination or discipline.

4.4 **Interpretation.** In this Agreement: (a) the words "including", "include" and similar words are to be construed as being followed by the phrase "without limitation"; (b) the word "may" is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute, regulation or any other document are to be construed as followed by the phrase "as amended from time to time."

Agreement for Loaned Employee ([last name of Loaned Employee])

45 **Notices.** Any notices required under this Agreement must be in writing and may be delivered: (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by electronic mail to the official email address for the official identified below, with the date of notice being the date of delivery. Notices must be addressed to the following addresses or any other address that a Party provides by notice:

To the University:

President
Idaho State University
921 S 8th Avenue, Stop 8310
Pocatello, ID 83209

With an additional copy to the General Counsel

To the Foundation:

CEO – Idaho State University Foundation, Inc.

Physical Address:
1601 E. Bonneville St
Pocatello, ID 83201

Mailing Address:
921 S. 8th Ave, Stop 8050
Pocatello, ID 83209

With an additional copy to:

Foundation Legal Counsel

Physical and Mailing Address:
109 N. Arthur Ave, 5th Floor
Pocatello, ID 83204

and

Foundation Board Chair
Idaho State University Foundation, Inc.

Physical Address:
1601 E. Bonneville St
Pocatello, ID 83201

Agreement for Loaned Employee ([last name of Loaned Employee])

Mailing Address:
921 S. 8th Ave, Stop 8050
Pocatello, ID 83209

46 **Separate Entity; No Joint Venture.** Notwithstanding anything to the contrary in this Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party. As independent entities, the University and the Foundation shall not be liable for any of the other Party's contracts, torts or other acts or omissions, or those of the other Party's trustees, directors, officers, employees or agents.

47 **Parties' Liability.** Except as expressly provided in Section 3.4 with respect to the acts or omissions of the Loaned Employee, the Parties agree that each Party is responsible for any wrongful acts committed by it or its respective employees or agents arising out of its own performance of this Agreement, and that each Party may be found individually liable to persons injured by any such wrongful act, including liability of one Party to the other to the extent arising from such wrongful act. The University's liability for wrongful acts is governed by the Idaho Tort Claims Act ("Act"), Idaho Code §§ 6-901–6-929, including the limitations of liability set forth in the Act.

48 **Assignment.** This Agreement is not assignable by either Party, in whole or in part.

49 **Modification.** Any modification to this Agreement shall be in writing, signed by both Parties and acknowledged by Loaned Employee.

4.10 **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

4.11 **Waiver.** Waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

4.12 **Severability.** If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

4.13 **Entire Agreement.** This Agreement, the Operating Agreement and the agreements contemplated to be entered into by the Parties under the Operating Agreement, including the Service Agreement (collectively with this Agreement and the Operating Agreement, "**Parties' Agreements**"), constitute the entire agreement among the Parties pertaining to the Parties' Agreements. In the event of any inconsistency between the provisions of the Parties' Agreements and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control. If the Operating Agreement is amended at any time during the term of this Agreement, to the extent such amendments cause inconsistencies between this Agreement and the Operating Agreement for Loaned Employee ([last name of Loaned Employee])

Agreement, this Agreement shall be amended to cure such inconsistencies. This Agreement supersedes any prior written or oral statements related to the terms of this Agreement.

4.14 **Execution.** This Agreement may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

4.15 **Acknowledgment by Employee.** This Agreement shall be effective as of the Effective Date upon execution of this Agreement by the University and the Foundation and acknowledged by Loaned Employee pursuant to the signature blocks below.

(Signature page follows)

Agreement for Loaned Employee ([last name of Loaned Employee])

The University and the Foundation have executed this Agreement on the date set forth below the Party's signature to be effective on the Effective Date.

IDAHO STATE UNIVERSITY

Name: _____
Title: _____

Date

IDAHO STATE UNIVERSITY FOUNDATION, INC.

Name: _____
Title: _____

Date

Acknowledgment by Loaned Employee:

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

By: _____

Name: _____

Date: _____

Agreement for Loaned Employee ([last name of Loaned Employee])

Investment Policy Statement

Idaho State University Foundation, Inc.
921 South 8th Ave., Stop 8050
Pocatello, ID 83209-8050

Date: March 2023

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PURPOSE

This Investment Policy Statement (IPS) sets forth the standards and guidelines governing the investment and management of the Foundation's financial assets in compliance with donor restrictions, the Foundation's governing policies and procedures, and state and federal laws and regulations including, but not limited to, the Uniform Prudent Investors Act and the Uniform Management of Institutional Funds Act.

This document defines the responsibilities of the Foundation Board of Directors (Board), the Investment Committee (Committee), and any other parties involved in managing the Foundation's investments. It identifies or provides permissible investments, target asset allocations, and diversification requirements.

The Committee has arrived at this IPS through careful study of the returns and risks associated with various investment strategies, the current and projected financial obligations of the Foundation and growth goals after consulting with an outside OCIO (as defined below) as it deemed appropriate. This IPS has been chosen as the most appropriate policy for documenting the financial objectives of the Foundation, which are described in the "Statement of Objectives" section of this document; however, the Committee shall be free to deviate from this IPS when it concludes that it is prudent and in the interest of the Foundation to do so and may amend the IPS at any time. The Committee has full discretionary authority for and is entitled to deference in its interpretation of this IPS.

The Committee has adopted a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets.

It is not expected that the IPS will change frequently.

Fiduciary Duty

The assets of the Foundation will be invested in accordance with all applicable laws. The Committee will perform its duties in a manner consistent with fiduciary standards. Specifically:

- Duty of care
- Duty of loyalty
- Duty of obedience
- Duty to diversify investments

Conflict of Interest

If any member of the Committee has, or appears to have, a conflict of interest that impairs or appears to impair the respective individual's ability to exercise independent and unbiased judgment in the good faith discharge of his or her duties, he or she shall disclose such conflicts and may be required to refrain from participating in specific decisions.

DUTIES AND RESPONSIBILITIES

The Committee is responsible for managing the investment process in a prudent manner. In carrying out these duties, the Committee has retained an OCIO, as further discussed below, to assist in managing the assets of the Foundation as set forth in an Investment Management Agreement (the “IMA”). The OCIO’s role is set forth in the IMA and may include the provision of guidance to the Committee on matters pertaining to the investment of Foundation assets including the creation of the IPS, investment selection, monitoring of performance and compliance with the IPS. All decisions pertaining to the IPS and guidelines for its implementation will be made by the Committee. The OCIO has been engaged to have authority and responsibility to select appropriate investments in the specific asset classes mandated by this IPS, in accordance with (and subject to) the terms of the IMA.

Board of Directors

The Board has the ultimate fiduciary responsibility for the prudent and effective investment of the assets of the Foundation. The Board has delegated responsibility for the investment management process to the Committee as indicated in Policy Section 5.04 of the Foundation’s Policy Manual (Investments), with the requirement the Committee update the Board annually on investment activities and performance. The Board sets the annual spending policy after receiving input from the Committee.

Investment Committee

The Committee shall perform the functions of an investment fiduciary responsible for the prudent management of the Foundation’s investments. The Committee has the authority to establish all investment policy statements for the Foundation’s investments, as delegated by the Board in Policy Section 5 – Investments and Policy Section 9.05 – Investment Committee.

A Committee member shall act in good faith with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner the member reasonably believes to be in the best interests of the Foundation. In discharging Committee duties, a Committee member shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by the Foundation officers or employees whom the member reasonably believes are reliable and competent in the matters presented, including from legal counsel, investment consultants, OCIOs, advisors, public accountants or other persons as to matters the member reasonably believes are within the person’s professional or expert competence or a committee of the Board of which the committee member is not a member if the member reasonably believes the committee merits confidence.

A member who meets the foregoing standards shall be presumed to have discharged his or her duties as a Committee member.

Outsourced Chief Investment Officer (OCIO)

The Committee may retain an OCIO to assist the Committee in establishing the IPS, including guidelines contained therein.

In accordance with the terms of the IMA, the OCIO may be responsible for managing the asset allocation, determining investment strategy, implementing through permissible investment vehicles, including rebalancing where appropriate. The OCIO may also be responsible for monitoring asset allocation across and among asset classes and provide timely reporting to the Committee. The specific responsibilities of the OCIO are listed in Policy Section 9.05.03.

Custodian

The Custodian(s) has possession of securities for safekeeping, for settlement of trades, and for the collection of income. In addition, the Custodian(s) is responsible for processing all cash flows and providing comprehensive monthly statements.

Governance Matrix

	Set and approve investment and spending policy	Asset allocation guidelines	Investment strategy	Evaluate/ select investment managers	Portfolio rebalancing	Monitor ongoing activities and reports performance	Portfolio holdings	Committee education/ Asset allocation studies	Fiduciary responsibility
ISUF, Inc. Board of Directors	Decides	Delegates				Delegates			Yes (ultimate)
Investment Committee		Implements	Approves	Recommends	Sets ranges	Oversees			Yes
SEI as OCIO*		Advises	Implements	Researches/ Selects	Implements	Assists/ Provides	Decides/ Monitors	Provides	Yes*
SEI as Custodian							Safeguards		No

*Outsourced provider assumes fiduciary responsibility and performs all of the functions of the investment manager(s), investment consultants and custodian. Only a fiduciary with respect to the investment manager selection (where delegated the responsibility) and possibly co-fiduciary if given discretion over asset allocation.

STATEMENT OF OBJECTIVES

Spending Policy - The spending policy is set by the Board to:

- Support the Foundation's mission
- Safeguard the funds for future generations
- Enable the maximum amount of spending that can be maintained over the long term
- Ensure spending is financially sustainable
- Ensure the stated wishes of donors are honored
- Support annual operating expenses of the Foundation

It is the current policy of the Foundation to annually distribute up to 4.0% of the average market value of the Endowment Pool and other Investment Earnings, as defined in the Spending Policy, over a rolling 12 quarter (three year) period. It shall be the responsibility of the Board to periodically review the spending policy against actual returns, with relevant input from the Committee and OCIO, to make any necessary adjustments.

INVESTMENT CATEGORIES

This IPS governs the investment of distinct groups of funds: the endowment account, the enhanced liquidity account, the split-interest account, the holding account, and miscellaneous other investments. Because each group of investments has a different objective, this document addresses them separately.

The Foundation's primary investment objective is to support the mission and operations of Idaho State University and to preserve and protect Foundation assets by earning a total return for each category of assets which is appropriate for each category's time horizon, distribution requirements, and risk tolerance.

ENDOWMENT ACCOUNT

Objectives

The primary objective is to preserve and augment the long-term purchasing power of the investments after withdrawals are taken. A secondary objective is to provide a continuing and stable funding source to support Board-directed spending to support the current and future mission of the Foundation. The objectives for the endowment account have been established in conjunction with a comprehensive review of the current and projected requirements.

With its endowment management practices, the Foundation seeks to:

1. Support and augment Idaho State University's programs by responsible stewardship of the money donated to the endowment funds and for Board-directed spending.
2. Promote growth of the endowment to realize the greatest return on the endowment assets. Growth is expected to occur through positive net returns, building reserves and attracting new donors because of responsible management of the assets.

3. Achieve on average, over a full market cycle, the hurdle rate (net of investment management fees) or higher as it relates to annualized endowment performance. The hurdle rate is the aggregate of:
 - Spending rate (currently 4%)
 - Administrative fee (currently 1.5%)
 - Inflation rate (CPI; variable; approximately 2.5%)

4. Exceed, over a full market cycle, the average return (net of investment management fees) of appropriate indexes weighted by asset allocation target percentages. This total portfolio benchmark is viewable on the monthly performance statement for the endowment provided by the OCIO; this benchmark can change throughout time as the asset mix changes.

5. Exceed, over a full market cycle, appropriate index returns in each asset class.

Due to the nature of the financial markets, there can be no assurance these objectives will be met. The Committee also realizes and agrees that historical performance is no guarantee of future performance.

Asset Allocation Targets

The asset allocation will likely be the key determinant of the Foundation’s returns over the long-term. Therefore, the Foundation will be diversified across multiple markets that are not similarly affected by economic, political, or social developments. A globally diversified portfolio with uncorrelated returns from various assets should reduce the variability of returns across time.

Because of the importance of asset allocation in meeting the Foundation’s long-term return objectives, it will be reviewed at least annually by the Committee. The long-term target asset allocation for the Foundation is expressed in the IMA.

	<u>Minimum %</u>	<u>Target %</u>	<u>Maximum %</u>
Growth Strategies	75%	80%	90%
Risk Reduction Strategies	5%	10%	15%
Inflation Protection Strategies	5%	10%	15%

Within each asset class, assets will be invested in accordance with the guidelines set out below.

Strategy Descriptions

Growth Strategies: Investments that seek to provide equity-like, long-term capital appreciation while potentially recognizing substantial fluctuations in year-to-year performance. Examples include equities, higher yielding fixed income instruments, private equity, long biased hedge funds and opportunistic strategies. Certain Growth Strategies also feature Risk Reduction characteristics (High Yield, Emerging Markets Debt) or Inflation Protection characteristics (Private Assets, Real Estate)

Risk Reduction Strategies: Investments that seek to provide stability and reduce volatility. Examples include fixed income and non-directional hedge funds.

Inflation Protection Strategies: Investments that seek to provide a diversified inflation hedge and yield. Examples include public and private real asset and real estate strategies as well as Treasury Inflation-Protected Securities (“TIPS”).

Cash Equivalent Reserves: The Foundation may temporarily hold cash in anticipation of upcoming transaction activity.

In accordance with the terms of the IMA, the OCIO may be delegated the discretion with respect to the investments utilized by the OCIO to implement the Portfolio’s strategy.

Adherence to Policy Targets and Rebalancing

The asset allocation established by this Investment Policy Statement represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside of the policy range. These divergences should be of a short-term nature.

To ensure divergence from the target policy is within acceptable limits, rebalancing of assets may be necessary. Rebalancing procedures are authorized in accordance with the IMA and implemented by the Investment Manager.

Investment Securities, Strategies and Diversification

As described in the IMA, the OCIO implements the asset allocation through pooled investment vehicles, including mutual fund products, separately managed accounts, and/or other alternative fund products. Consistent with the desire for adequate diversification, this Investment Policy Statement assumes the volatility of the combined equity investment will be similar or less than that of the market opportunity available to institutional investors with similar return objectives or risk appetite. The volatility of fixed income portfolios may be greater than the market during periods when the portfolio duration exceeds that of the market.

SPLIT INTEREST ACCOUNT

Objectives

From time to time the Foundation enters into charitable remainder annuity trust agreements with its donors (Split Interest Agreements). It is the Foundation’s practice to invest assets related to the individual trusts into investment accounts designed to generate sufficient income to pay related obligations until termination of the individual trusts. Consequently, this Account’s investment timeline objectives align with expected time frames such trusts will exist.

Investment Allocation

The Split Interest Account’s investment allocation guidelines are as follows:

	<u>Minimum %</u>	<u>Target %</u>	<u>Maximum %</u>
Growth Strategies	50%	55%	60%

Risk Reduction Strategies	30%	35%	40%
Inflation Protection Strategies	5%	10%	15%

Within each asset class, assets will be invested in accordance with the guidelines set out below.

Strategy Descriptions

Growth Strategies: Investments with daily liquidity that seek to provide equity-like, long-term capital appreciation while potentially recognizing substantial fluctuations in year-to-year performance. Examples include equities, higher yielding fixed income instruments and opportunistic strategies. Certain Growth Strategies also feature Risk Reduction characteristics (High Yield, Emerging Markets Debt).

Risk Reduction Strategies: Investments that seek to provide stability and reduce volatility. Examples include investment grade fixed income.

Inflation Protection Strategies: Investments that seek to provide a diversified inflation hedge and yield. Examples include commodities, inflation-sensitive equities, and Treasury Inflation- Protected Securities (“TIPS”).

In accordance with the terms of the IMA, the OCIO may be delegated the discretion with respect to the investments utilized by the OCIO to implement the Portfolio’s strategy.

ENHANCED LIQUIDITY ACCOUNT

Objectives

These funds are expected to be called by the University or used for Foundation operations within a three-year time frame (e.g., funding of certain University construction projects) but could be needed at any time. The primary objective of the portfolio is liquidity. The secondary objective is income with capital preservation. The portfolio will invest in US government and corporate securities. As such, the process is conservative in nature seeking to provide liquidity on demand without putting undo risk on the primary objective of the portfolio.

Investment Allocation

The key to strong portfolio management is effectively employing approved credits in the most optimal combination of product type and maturity tenor to build a portfolio that not only provides sound liquidity, but also returns an appropriate yield within the confines of very limited risk-taking. To maximize the investment revenues, these funds may be invested in securities or other investment vehicles assuming a level of risk and commensurate return are less than the endowment pool, but more than the short-term cash pool. The level of risk taken should minimize but not eliminate the risk that the value of the investments is less than the original value when the funds are called by the University or needed for Foundation operations.

Portfolio will include investments such as:

- US government securities will carry a maximum final stated maturity of 5 years.

- Corporate securities will carry a maximum final stated maturity of one year.
- Positions are limited to a maximum of 5% per issuer for investments that exceed seven days. Calculations are at the time of purchase and excluding U.S. Government Securities.
- Positions are limited to a maximum or 10% per issuer for investments that mature within seven days. Calculations are at the time of purchase and excluding U.S. Government Securities.

Approved Non-Government asset classes include:

Certificates of Deposit:

- Domestic, Yankee, Euro CDs
- Approved A-1+/P-1 and A-1/P-1 rated banks

Commercial Paper / Corporate Debt:

- Approved A-1+/P-1 and A-1/P-1 Commercial Paper Credits
- Minimum single A S&P rating for Corporate Debt
- No Asset Backed Commercial Paper will be purchased
- No Structured products

Floating Rate Notes:

- Interest rate risk is mitigated by the floating coupon.
- The frequency of reset serves as a useful tool in optimizing yield while defensively positioning against interest rate risk.

HOLDING ACCOUNT

Objectives

The Foundation holds funds that are intended for short-term investment separate from the endowment pool. These funds are expected to be called by the University or used for Foundation operations within a 0–6 month time frame. The primary objective of the portfolio is liquidity. The secondary objective is capital preservation. The portfolio will invest in US government, agency, and corporate securities. As such, the process is conservative in nature seeking to provide liquidity on demand without putting undo risk on the primary objective of the portfolio.

Investment Allocation

To maximize the investment revenues, these funds may be invested in securities or other investment vehicles assuming a level of risk and commensurate return less than the endowment or medium-term cash pools, but more than would be earned if carried as cash. The level of risk taken should eliminate or nearly eliminate the risk that the value of the investments is less than the original value when the funds are called by the University or needed by the Foundation. Portfolio will include investments such as:

- Positions are limited to a maximum of 5% per issuer for investments that exceed 7 days excluding Cash, Money Market Sweep Vehicles and U.S. Government and Agency Securities. Calculations are at the time of purchase.
- Positions are limited to a maximum or 10% per issuer for investments that mature within 7 days and excluding Cash, Money Market Sweep Vehicles and U.S. Government and Agency Securities. Calculations are at the time of purchase.

Approved Asset Classes include Cash and Money Market Sweep Vehicles, US Government and Agency Debt Obligations, Certificates of Deposit, Time Deposits, and Commercial Paper / Corporate Debt. Commercial Paper / Corporate debt must be rated A-1+/P-1 and A-1/P-1 with a minimum investment grade rating by 2 rating agencies.

OTHER INVESTMENTS

From time to time, the Foundation may hold other investments that are not appropriately included in any other category. These investments may include certificates of deposits, gifts of securities intended for immediate liquidation and interests in partnerships, joint ventures or limited liability companies that have been donated to or purchased by the Foundation.

CONTROL PROCEDURES

Review of Assumptions

All major assumptions regarding spending policy, budget projections, capital market returns, and liquidity needs are subject to an annual review by the Committee. This review will focus on the Foundation's ongoing ability to tolerate downturns in asset values, changes to liquidity, income or rate or return objectives, and any changes in the Foundation's priorities or spending policy.

It is not expected the IPS will change frequently. In particular, short-term changes in the financial markets should not require an adjustment to the IPS.

Review of OCIO and Investments

- The Committee will review investment performance at least annually and will seek reports from the OCIO on a periodic basis, focusing on adherence to the IPS and guidelines.
- Material changes in the investment organizations, such as in investment philosophy and personnel, etc.
- Appropriateness of asset allocation and progress toward goals.
- Comparison of long-term investment results to appropriate benchmarks, as well as market index returns.

ADOPTION OF INVESTMENT POLICY STATEMENT

The Idaho State University Foundation, Inc. Board of Directors has reviewed, approved, and adopted this Investment Policy Statement, dated March 2023, prepared with the assistance of SEI Investments Management Corporation.

Secretary's Certification

This is to certify that the foregoing Bylaws of the Idaho State University Foundation have been duly adopted by the Board of Directors and contain all amendments made through the October 11, 2019 Board of Director's meeting.

 _____ *1-8-2020*

Brad Hall
Secretary, ISU Foundation Board of Directors

Date

The following is an unofficial text of the Idaho State University Foundation's Articles of Incorporation as amended. The Original Articles were filed with the Idaho Secretary of State on March 17th, 1967 with amendments filed May 13, 1983, June 19, 2006, and October 16, 2019. The official version is available on the Secretary of State's website.

**ARTICLES OF INCORPORATION
OF
IDAHO STATE UNIVERSITY FOUNDATION, INC.**

BE IT KNOWN That We, the undersigned, being natural persons of full age and citizens of the United States, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the general corporation laws of the State of Idaho, and in particular Chapter 11 of Title 30, and the Acts amendatory thereof and supplemental thereto, do hereby associate ourselves, together with such other persons as may associate themselves and their successors, for the purpose in incorporation and do hereby certify as follows:

ARTICLE I NAME

The name of this corporation is "Idaho State University Foundation, Inc."

ARTICLE II PERIOD OF DURATION

This corporation shall have perpetual existence.

ARTICLE III PURPOSE

1. Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

2. No part of the net earnings of the organization shall inure to the benefit of, or be distributed to, its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.
3. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
4. Upon the dissolution of the organization, assets and records shall be distributed to the Idaho State Board of Education or Idaho State University for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE IV POWERS

Subject to the express limitation that the corporation shall not have or possess any power at any time, the effect of which prevents the corporation from qualifying as an exempt organization under paragraph 501 of the Internal Revenue Code of 1954 as it now exists or as it may be amended hereafter or which prevents any gifts, grant, devise or bequest from qualifying as a charitable contribution for Federal Estate Tax purposes or for Federal Income Tax purposes, the corporation shall have and possess the following powers, any or all of which must be exercised exclusively in the furtherance of the purposes for which the corporation exists:

1. To have perpetual succession by its corporate name.
2. To sue and be sued, complain and defend, in its corporate name.
3. To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

4. To purchase, take, receive, lease, take by gifts, devise, or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property or any interest therein wherever situated.
5. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets.
6. To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of and otherwise use and deal in and with shares or other interests in or obligations of other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships or individuals or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality, or of any instrumentality thereof.
7. To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises and income.
8. To lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested.
9. To conduct its affairs, carry on its operations and have offices and exercise the powers granted by the provisions of Chapter 11, Title 30, Idaho Corporation Code, as that act presently exists or as it may be amended in the future, in any state, territory, district or possession of the United States or in any foreign country.
10. To elect or appoint any committees and any officers or agents of the corporation as the Board of Directors may determine and to define their duties and fix the compensation to be paid to any officer or agent.
11. To make and alter By-Laws not inconsistent with these Articles of Incorporation or with the Laws of the State of Idaho for the administration and regulation of the affairs of the corporation.
12. To make donations for the general welfare of the Idaho State University and for charitable, scientific, literary, and educational purposes incident to the operation of the Idaho State University.

13. To indemnify any director or officer or former director or officer of the corporation or any person who may have served at its request as a director or officer of another corporation whether for profit or not for profit against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty; but such indemnification shall not be deemed exclusive of any other rights to which such director or officer may be otherwise entitled.
14. To cease its corporate activities and surrender its corporate franchise, or to merge with similar non-profit corporations.
15. To have and exercise all powers necessary or convenient to affect any and all of the purposes for which the corporation is organized and exists.
16. To execute trust agreements and accept and administer trust funds relating to the purposes for which the corporation has been organized and exists and not in conflict with the exempt status of the corporation under the Internal Revenue Code,
17. To pay the reasonable and necessary expenses for the operation of the corporation out of the principal or income from gifts, grants, devises or bequests made expressly for that purpose or unrestricted as to their use by the donors or unless expressly provided to the contrary by the agreement controlling the use of such funds, from income received from other gifts, grants, devises or bequests during the period said funds are held by the foundation and are not required for the purposes specified by the donor, grantor or testator.
18. Unless otherwise specifically restricted by the donor, grantor, or testator, the corporation shall have and possess the following powers with reference to its investments:
 - i. To receive and accept in kind and to hold and administer as an investment as long as it shall seem to it best, any and all property which may come to it without liability for depreciation or loss through errors of judgment or otherwise.
 - ii. To mingle funds of different gifts for the purpose of investment and reinvestment.

- iii. To acquire, invest, reinvest, exchange, retain, sell or otherwise dispose of stocks, bonds, or other securities in the exercise of the judgment and care under the circumstances then prevailing which men of prudence, discretion and intelligence generally exercise in the management of their own affairs, not in regard to speculation but in making investments of their own funds with a view to probable increase of principal as well as safety of their capital and current income. Within the limitations of this standard, the corporation is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment including specifically, but without limiting the generality of the foregoing, bonds, debentures and other corporate obligations, stocks, preferred or common, and real estate mortgages and to retain any property properly acquired without limitation as to time and without regard to its suitability for original purchase. The corporation shall not be limited or restricted to authorized investments for trustees under the laws of Idaho or any other law as now existing or as hereafter enacted.
- iv. To determine whether money or other property received is principal or income, or partly one and partly the other; and to charge and apportion expenses and losses to principal and income as it may deem just and equitable; to make good any "wasting investment," losses of principal or premiums paid for securities, out of income over such periods of time as it may deem advisable.
- v. To invest and reinvest expendable principal received by the Foundation for specific purposes but not presently required for the purposes specified by the donor, grantor or testator in such investments as the Board of Directors shall determine after taking into account the time when said principal funds will be required and the necessity to preserve said funds without loss of principal and to use or accumulate the net income received therefrom for reasonable expenses or operations of the Foundation, as the Board of Directors shall determine; provided, such expendable principal funds shall be available when required for use for the purposes specified by the donor, grantor or testator.

ARTICLE V REGISTERED OFFICE AND AGENT

The official registered office of the corporation shall be in the Administration Building on the Idaho State University Campus, Pocatello, Idaho. The resident agent of the corporation until otherwise designated by the Board of Directors is Dennis A. Hoiter, address: Campus Box 8050, Idaho State University, Pocatello, Idaho. The Board of Directors from time to time by appropriate resolution shall have the power and authority to change the location of the registered office of the corporation and to change the designation of the resident agent of the corporation.

ARTICLE VI THE BOARD OF DIRECTORS

1. The affairs of the corporation shall be conducted by a Board of Directors of at least three members. The exact number of Directors shall be fixed from time to time by the By-Laws of the corporation. Until otherwise provided by the By-Laws, and until their successors are elected and qualified the Board of Directors shall consist of the following members: Dee Bogert, Member, State Board of Education; Dr. William E. Davis, President Idaho State University; Dr. Donald F. Kline; Frank D. Seelye; William J. Ryan, Jr., Executive Secretary of Alumni Association; Herman J. McDevitt, Attorney; and Charles H. Kegel. In addition, the President of the Foundation and the Treasurer are ex-officio members of the Board.
2. The qualifications of members of the Board, their manner of selection and the voting rights of ex-officio members shall be determined by the By-Laws.
3. The real estate and personal property of the corporation shall be under the complete control of the Board of Directors which is charged with the responsibility of administering and expending said property in accordance with the purposes for which the corporation has been organized and exists and in accordance with the terms and conditions of the gift, grant, devise or bequest under which the corporation has received the property in question, The Board of Directors may appoint an Investment Committee and may also appoint a fiscal agent or agents to handle its investments and financial affairs in such manner as may be determined advisable by the Board.

ARTICLE VII ORIGINAL INCORPORATORS

The names and Post Office addresses of the incorporators, who shall serve as Trustees until their successors are elected and qualified are: Charles H. Kegel; Frank D. Seelye; William J. Ryan; E. A. Bogert, Jr.; Dr. Donald F. Kline; Dr. William E. Davis; Herman J. McDevitt.

ARTICLE VIII BOARD OF TRUSTEES

The corporation may have a Board of Trustees which shall be unlimited in number. Members of the Board of Trustee shall serve without compensation and without requirements for duties or responsibilities. The qualifications and method of selection of Trustees shall be determined by the By-Laws.

ARTICLE IX AMENDMENTS

These Articles of Incorporation may be amended at any time in the manner and form provided by the Idaho Code as existing at the time of the adoption of these Articles of Incorporation or as provided by any other applicable law but no amendment may be adopted which changes or affects in any way the exempt status of the corporation as an organization existing exclusively for charitable, educational, literary or scientific purposes.

CERTIFICATE

IN WITNESS WHEREOF, the undersigned President and Secretary of the corporation hereby certify and state that these Articles of Incorporation were adopted by the incorporators of the Idaho State University Foundation, Inc. at a special meeting of said incorporators held at the Conference Room; Administration Building, on February 9, 1967, that a quorum was present at such meeting and that these Articles received unanimous approval of the incorporators, and members present at said meeting.

That due notice of said meeting and purposes thereof was given by publication in the Idaho State Journal, a legal newspaper as provided by law. That the Directors & Trustees herein named were elected at such meeting pursuant to such notice.

Signed: William E. Davis, President; Donald F. Kline, Secretary

Idaho State University Foundation

Section 1.03 – Amended and Restated Bylaws – as amended through October 11, 2019

Article 1 Purpose and Duration of the Foundation

The Idaho State University Foundation, Inc., an Idaho nonprofit corporation (the “Foundation”) exists for the purpose of soliciting, securing and managing various sources of funding to promote the growth and operations of Idaho State University in the furtherance of the University’s goals to provide a meaningful and valued educational experience for its students. The Foundation shall have no termination date and shall exist in perpetuity.

Article 2 Offices

Section 2.01 Principal Office

The principal office of the Foundation shall be located at the administrative building on the Idaho State University Campus. The Foundation may have such other offices as the Board of Directors (the “Board”) may designate or as the business of the Foundation may require from time to time.

Section 2.02 Registered Office

The registered office of the Foundation to be maintained in the state of Idaho shall be located at the principal office of the Foundation, and may be changed from time to time by the Board.

Article 3 Board of Directors

Section 3.01 General Powers and Standard of Care

All corporate powers shall be exercised by or under authority of, and the business and affairs of the Foundation shall be managed under the direction of, the Board except as may be otherwise provided in the Idaho Nonprofit Corporation Act (the “Act”) or the Articles of Incorporation (the “Articles”). If any such provision is made in the Articles, the powers and duties conferred or imposed upon the Board by the Act shall be exercised or performed to such extent and by such person or persons as shall be provided in the Articles.

A Director shall perform such Director's duties as a Director, including such Director's duties as a member of any committee of the Board upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Foundation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing such Director's duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One (1) or more officers or employees of the Foundation whom the director reasonably believes to be reliable and competent in the matters presented;

- b. Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or
- c. A committee of the Board upon which such director does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence, but such director shall not be considered to be acting in good faith if such director has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs such duties shall have no liability by reason of being or having been a director of the Foundation.

Section 3.02 Composition and Term

There shall be a Board of Directors of the Foundation consisting of no more than twenty-five (25) voting directors. Directors shall be elected by the Board for a term of three (3) years and shall not serve more than three (3) consecutive terms, unless elected Board Past Chair ("PCoB"), Chair ("COB") or Vice Chair ("VC") of the Foundation. The term of the director elected VC shall be extended an additional one year after the completion of service as PCoB and Chair, unless the maximum of three terms has not been reached, in which case he or she will serve the remainder of his or her three terms. After the maximum of three (3) terms on the Board, an outgoing director shall automatically move into Emeritus Director status and may be re-elected to the Board after a term of absence from the Board of at least one (1) year.

The Board of Directors, by a majority vote, shall be authorized to designate a limited number of its members as Lifetime Board members. The eligibility, method of designation, privileges, duties and responsibilities of Lifetime Board Members are described in Section 3.01.03 of the Board's policies.

Section 3.03 Method of Selection

Nomination to the Board may be made by any member of the Board, any ex officio members of the Board or any Emeritus Director. Nominations should be submitted in writing to a member of the Nominating Committee of the Board. The Nominating Committee will review the nominees and present a slate of potential nominees to the Board for election when vacancies occur on the Board.

Section 3.04 Qualifications

Any person of good moral character having a genuine interest in the objectives of the Foundation may be qualified as a member of the Board without regard to his or her place of residence, whether he or she has attended Idaho State University or any other similar factor.

Section 3.05 Ex Officio Membership

The following shall be ex officio members of the Board of this Foundation:

- a. The President of Idaho State University;
- b. The Vice President for University Advancement at Idaho State University ("Executive Vice President");

- c. The Secretary of the Foundation;
- d. The Treasurer of the Foundation;
- e. The President of the Idaho State University Alumni Association;
- f. Legal Counsel for the Foundation;
- g. An ISU Faculty Member periodically appointed or elected by the ISU Faculty Senate to perform an active role in fund-raising for the University; and
- h. The President of the Bengal Athletic Boosters, Inc.;
- i. Unless they are also current voting directors, ex officio members of the Board shall not vote on matters being considered by the Board.

Section 3.06 Meetings of the Board of Directors

The Board shall meet semi-annually and at such other times as meetings may be called. The PCoB, Chair, VC, or the EVP shall have the right to call any meeting of the Board at any time and place by giving no less than five (5) days' notice to the Board of the time and place of such meeting.

- a. Any Board action to remove a director shall require no less than seven (7) days written notice to each director that the matter will be voted on at a Board meeting. Such notice shall also include the time and place of such meeting.
- b. A director may, at any time before, during or after a Board meeting, waive any notice required by law, the Articles, or these Bylaws. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or Foundation records.

A director's attendance at or participation in a meeting waives any required notice of the meeting unless the director, upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with law, the Articles, or these Bylaws objects to lack of notice and does not thereafter vote for or assent to the objected action.

- c. A majority of the voting membership of the Board shall constitute a quorum at any meeting and, unless otherwise provided by law or by the Articles, action of the Board shall be controlled by majority action of the voting directors present at any meeting at which a quorum is present.
- d. The Board shall keep a record of its proceedings and shall make a detailed report available to the directors, the officers, including ex officio officers of the Foundation, and Emeritus Directors.

Section 3.07 Committees of the Board of Directors

The Foundation Board shall have the right to create any number of standing committees to assist in accomplishing the duties and responsibilities of the Foundation. Standing committees shall include the following: Executive, Governance, Audit, Finance, Investment, Development and Nominating. The responsibilities of standing committees, and other details concerning standing committees, are described in Section 9.00 of the Policy Manual.

The Board shall have the right to create ad hoc committees from time to time to assist in accomplishing the duties and the responsibilities of the Foundation. Other details concerning ad hoc committees are described in Section 9.08 of the Policy Manual.

Membership on any committee need not be limited to members of the Board or Board Emeritus Directors. All committee members shall be subject to Foundation policies and in particular, policies and practices concerning conflicts of interest and confidentiality.

Section 3.08 Vacancies

Any vacancy occurring on the Board and any directorship to be filled by reason of any increase in the number of directors shall be filled by the Board based on nominations received from the Nominating Committee. The term of any directorship arising due to vacancy or increase in the number of directors shall be three (3) years and shall be subject to the term limits described in Section 3.02 above.

Section 3.09 Removal of Directors

- a. **Removal for Cause.** Any director may be removed from office for cause by a two-thirds (2/3) majority vote of the total directors then in office.
- b. **Removal for Unexcused Absences.** A director may be removed from office after two (2) unexcused absences of any Board meeting within any twelve-month period, provided that a majority of the total directors then in office vote for such removal.

Section 3.10 Informal Action

Any action required to be taken at a meeting of the Board of directors may be taken without a meeting, if all the members of the Board consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 3.11 Open Meetings

The Board shall conduct its business meetings in open sessions whenever possible. However, the Board may meet in executive session in those circumstances where the Board is discussing or acting upon strategy with respect to litigation; discussing the purchase or sale of real property; interviewing prospective Foundation employees; or considering the evaluation, dismissal or disciplining of, or hearing complaints or charges brought against, a Foundation employee or staff member or on any matter which the Board feels must be dealt with in a confidential manner.

All board meetings shall be subject to Foundation Policy 2.05 with respect to confidentiality.

Section 3.12 Records

Although the Foundation is a private entity and is not subject to the Idaho Public Records Law, the Foundation, while protecting personal and private information related to private individuals, will, to the extent reasonable, be open to public inquires related to revenue,

Section 2 Ethics and Accountability

Section 2.04 - Conflict of Interest Policy

2.04.01 Purpose

The purpose of the conflict of interest policy is to protect the Foundation's interest when it is contemplating entering into a contract, transaction, or arrangement that might benefit the private interest of a Foundation officer, director, or advisor to the directors or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations, or the Idaho State Board of Education's policy.

2.04.02 Definitions

- a. Interested Person. Any director, officer, advisor to the directors, member of a committee with Board delegated powers, or staff member, who has a direct or indirect financial interest, as defined below, is an interested person.
- b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business or investment, or a member of the person's family has:
 - i. A position as an officer, director, trustee, partner, employee, or agent of any entity with which the Foundation has or is considering a contract, transaction, or arrangement;
 - ii. An ownership or investment interest in any entity with which the Foundation has or is considering a contract, transaction, or arrangement;
 - iii. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has or is considering a contract, transaction, or arrangement;
 - iv. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is considering or negotiating a contract, transaction, or arrangement; or
 - v. Any other direct or indirect dealings with any entity from which he or she knowingly benefitted (e.g., through receipt directly or indirectly of cash or other property exclusive of dividends or interest) and with which the Foundation has, is considering, or is negotiating a contract, transaction, or arrangement.
- c. The term "a member of the person's family" means the person's spouse, parent, step-parent, guardian, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, child, stepchild, grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, or grandchild.
- d. Compensation includes direct and indirect remuneration as well as gifts or favors.

The policies contained in the ISUF Policy manual contain all amendments, if any, made to them through the October 24, 2025 Board of Directors meeting.

Section 2
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- e. Determining that a conflict of interest exists is almost always an easy process and the interested person simply recuses himself or herself from consideration of the issue. However, in rare instances the potential conflict is not clear and certain financial interests may not necessarily be a conflict of interest. Under Section 2.04.03 Paragraph (b) below, a person who has such a financial interest may ask the appropriate Board or Committee to decide if a conflict of interest exists.

2.04.03 Procedures

- a. **Duty to Disclose.** At the first knowledge of the possibility, creation, or existence of a financial interest as described above, the interested person must disclose to the Board the existence of the financial interest and any and all relevant and material facts known to the interested person about the proposed or existing contract, transaction, or arrangement that might reasonably be construed to be adverse to the Foundation's interest. It is usual, at this point, for the interested person to recuse themselves from any consideration of the issue. However, if the interested party is not certain that a conflict of interest exists, the interested person must be given the opportunity to disclose all other material facts to the directors and members of committees with Board delegated powers considering the proposed contract, transaction, or arrangement. When an interested person asks for a formal opinion of the Board or a Committee as to the existence of a conflict of interest, the Board or Committee should seek the guidance of the Foundation's legal counsel.
- b. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Committee members shall decide if a conflict of interest exists. If, after consultation with the Foundation's legal counsel, the Board or Committee concludes that no conflict exists then the Foundation's legal counsel may want to discuss the issue with the University and/or the State Board of Education's legal counsel.
- c. **Procedures for Addressing the Conflict of Interest.** In almost all instances the recusal by an interested person will resolve any conflict of interest issue. However, in unusual cases the following procedures may be necessary:
 - i. Rarely, an interested person may be the only person with knowledge of critical information concerning the item being considered as a potential conflict of interest. In that case, the interested person may make a presentation at the Board or Committee meeting, but after the presentation, he or she shall leave the meeting while the Board or Committee discusses and votes on the contract, transaction, or

The policies contained in the ISUF Policy manual contain all amendments, if any, made to them through the October 24, 2025 Board of Directors meeting.

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arrangement involving the possible conflict of interest.

- ii. In unusual circumstances, the recusal of the interested person may not resolve the conflict of interest. In those cases, the Chairperson of the Board or Committee, after consulting with the Foundation's legal counsel, shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed contract, transaction, or arrangement.
- iii. After exercising due diligence, the Board or Committee shall determine whether the Foundation can obtain with reasonable efforts a more advantageous contract, transaction, or arrangement from a person or entity that would not give rise to a conflict of interest.
- iv. If a more advantageous contract, transaction, or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Committee shall determine by a majority vote of the disinterested directors whether the contract, transaction, or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the contract, transaction, or arrangement. The Foundation should notify the University of the conflict, and if appropriate, the State Board of Education.
- v. Such contract, transaction, or arrangement shall only be authorized, approved, or ratified upon the affirmative vote of a majority of the directors of the Board then in office, or a majority of the Committee members, who are not interested persons as described above.

2.04.04 **Violations of the Conflicts of Interest Policy**

If the Board or a Committee has reasonable cause to believe that a Foundation officer, director, or advisor to the directors has failed to disclose actual or possible conflicts of interest, it shall inform them of the basis for such belief and afford them an opportunity to explain the alleged failure to disclose.

If, after hearing an officer, director, or advisor to the directors' explanation, and after making further investigation as warranted by the circumstances, the Board or Committee determines they have failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

The policies contained in the ISUF Policy manual contain all amendments, if any, made to them through the October 24, 2025 Board of Directors meeting.

Section 2
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Section 2.03 - Code of Ethical Conduct

2.03.01 Personal and Professional Integrity

All staff (when used in this code, employees or staff members include staff either employed directly by the Foundation or on behalf of the Foundation by the University), board members, and volunteers of the Idaho State University Foundation act with honesty, integrity, and openness in all their dealings as representatives of the organization. The organization promotes a working environment that values respect, fairness, and integrity.

2.03.02 Mission

The Idaho State University Foundation has a clearly stated mission and purpose, approved by the board, in pursuit of the public good. All of its programs support that mission and all who work for or on behalf of the organization understand and are loyal to that mission and purpose.

2.03.03 Governance

The Idaho State University Foundation has an active governing body, the Board, which is responsible for setting the mission and strategic direction of the organization and oversight of the finances, operations, and policies of the Idaho State University Foundation. The Board:

- a. Ensures that its members have the requisite skills and experience to carry out their duties and that all members understand and fulfill their governance duties acting for the benefit of the Idaho State University Foundation and its public purpose,
- b. Has a conflict-of-interest policy that ensures that any conflicts of interest or the appearance thereof are avoided or appropriately managed through disclosure, recusal, or other means,
- c. Has a statement of personal commitment that provides attestation to the commitment to the Idaho State University Foundation's goals and values,
- d. Ensures that the Executive Vice President of Advancement and appropriate staff provide the Board with timely and comprehensive information so that the Board can effectively carry out its duties,
- e. Ensures that the Idaho State University Foundation conducts all transactions and dealings with integrity and honesty,
- f. Ensures that the Idaho State University Foundation promotes working relationships with Board Members, staff, volunteers, and program beneficiaries that are based on mutual respect, fairness, and openness,
- g. Ensures that the organization is fair and inclusive in its hiring and promotion policies and practices for all board, staff, and volunteer positions,

The policies contained in the ISUF Policy manual contain all amendments, if any, made to them through the October 24, 2025 Board of Directors meeting.

Section 2 Ethics and Accountability

- h. Ensures that policies of the Idaho State University Foundation are in writing, clearly articulated, and officially adopted,
- i. Has an Audit Committee that is responsible for engaging independent auditors to perform an annual audit of the Idaho State University Foundation's financial statements. The audit committee also is responsible for overseeing the reliability of financial reporting, including the effectiveness of internal control over financial reporting, reviewing, and discussing the annual audited financial statements to determine whether they are complete and consistent with operational and other information known to the committee members, understanding significant risks and exposures and management's response to minimize the risks, and understanding the audit scope and approving audit and non-audit services,
- j. Ensures that the resources of the Idaho State University Foundation are responsibly and prudently managed,
- k. Ensures that the Idaho State University Foundation has the capacity to carry out its programs effectively.

2.03.04 Responsible Stewardship

The Idaho State University Foundation manages its funds responsibly and prudently. This should include the following considerations:

- a. Spends an adequate amount on administrative expenses to ensure effective accounting systems, internal controls, competent staff, and other expenditures critical to professional management,
- b. Intends that all who are entitled to receive compensation for the organization are, reasonably, fairly and appropriately compensated,
- c. Knows that solicitation of funds has reasonable fundraising costs, recognizing the variety of factors that affect fundraising costs,
- d. Does not accumulate operating funds excessively,
- e. Draws prudently from endowment funds consistent with donor intent and to support the public purpose of the Idaho State University Foundation,
- f. Ensures that all spending practices and policies are fair, reasonable, and appropriate to fulfill the mission of the Idaho State University Foundation,
- g. Ensures that all financial reports are factually accurate and complete in all material respects,
- h. Ensures compliance with laws and regulations.

The policies contained in the ISUF Policy manual contain all amendments, if any, made to them through the October 24, 2025 Board of Directors meeting.

Section 2
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2.03.05 Openness and Disclosure

The Idaho State University Foundation provides comprehensive and timely information to all stakeholders and is responsive in a timely manner to reasonable requests for information. All information about the Idaho State University Foundation will fully and honestly reflect the policies and practices of the organization. Basic informational data about the Idaho State University Foundation, such as the Form 990, will be posted online or otherwise made available to the public. All solicitation materials accurately represent the Idaho State University Foundation's policies and practices and will reflect the dignity of program beneficiaries. All financial, organizational, and program reports will be complete and accurate in all material respects.

2.03.06 Legal Compliance

The Idaho State University Foundation will employ knowledgeable legal counsel that will help ensure that the organization is knowledgeable of, and complies with, laws and regulations.

2.03.07 Organizational Effectiveness

The Idaho State University Foundation is committed to improving its organizational effectiveness and develops mechanisms to promote learning from its activities. The Idaho State University Foundation is responsive to changes in its field of soliciting funds from private sources and managing endowments and is responsive to the needs of its constituencies.

2.03.08 Inclusiveness and Diversity

The Idaho State University Foundation has a policy of promoting inclusiveness. Its staff, board, and volunteers should reflect diversity in order to enrich its programmatic effectiveness. The Idaho State University Foundation takes meaningful steps to promote inclusiveness in its hiring, retention, promotion, board recruitment, and constituencies served.

2.03.09 Fundraising

When the Idaho State University Foundation solicits funds it uses material that is truthful about the organization. The Idaho State University Foundation respects the privacy concerns of individual donors and expends funds consistent with donor intent. The Idaho State University Foundation discloses important and relevant information to potential donors.

The policies contained in the ISUF Policy manual contain all amendments, if any, made to them through the October 24, 2025 Board of Directors meeting.

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In raising funds from public and private sources, the Idaho State University Foundation will respect the rights of donors, as follows:

- a. Donors will be informed of the mission of the Idaho State University Foundation, the way the resources will be used, and the University's capacity to use donations effectively for their intended purpose. Further, they will:
- b. Be informed of the identity of those serving on the Idaho State University Foundation's governing board and to expect the board to exercise prudent judgment in its stewardship responsibilities.
- c. Have access to the Idaho State University Foundation's most recent financial reports.
- d. Be assured their gifts will be used for purposes for which they are given to the extent that such gifts are in compliance with University and Foundation policies.
- e. Receive appropriate acknowledgment and recognition.
- f. Be assured that information about their donations is handled with respect and with confidentiality to the extent provided by law.
- g. Be approached in a professional manner.
- h. Be informed whether those seeking donations are volunteers, employees of Idaho State University or of the Foundation, or hired solicitors.
- i. Have the opportunity for their names to be deleted from mailing lists that the Idaho State University Foundation may intend to share.
- j. Be encouraged to ask questions when making a donation and to receive prompt, truthful, and forthright answers.

2.03.10 Reporting Responsibility

It is the responsibility of all directors, officers, and employees to comply with the code of ethical conduct and to report violations or suspected violations to the Chair of the Audit Committee or the general counsel of the organization. The person receiving the report will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days, unless the submission of the violation is anonymous. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Person responsible for the periodic review of policy – Legal Counsel

SUBJECT

Idaho State University - Softball/Golf Training Facility - Project Authorization

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) seeks authorization to amend its six-year capital improvement plan and to proceed with a major construction project to create a state-of-the-art, flexible practice facility for the ISU Softball and Golf programs. This project has been conceptualized due to generous and strong interest from a lead donor who approached ISU for the facility.

This facility will be built adjacent to the existing home team dugout and outdoor bullpen area on the first base side of Miller Ranch Field, the home of ISU Softball. The venue is designed to accommodate year-round practice, offering both indoor, and outdoor usage for both programs as weather permits.

Golf Facility Design

The golf portion of the facility is specifically designed to allow the team to develop all facets of their game during colder months when outdoor practice is impossible. Key features include:

- A designated area for organized equipment storage upon entering the golf lab, situated on the north end of the facility.
- Two hitting bays equipped with launch monitor technology to track ball flight and provide real-time swing feedback.
- The ability to open large overhead doors during favorable weather, allowing golfers to hit off mats to an exterior netted area.
- A projector and screen system for continued indoor practice when overhead doors are closed due to inclement weather.
- A dedicated putting green for short game and putting practice.

Softball Facility Design

The softball portion will consist of a large open space covered in field turf to maximize flexibility for throwing, pitching, fielding, and batting drills. Additional features include:

- Three separate 15' x 70' hitting/pitching bays that can be lowered from the ceiling.
- An additive alternate exterior connection to a canopy covering the home team bullpen, providing protection from the elements year-round.

Building Construction

The facility will be constructed as a pre-engineered metal building, which efficiently achieves the necessary spans for open practice spaces. Both the softball and golf portions will feature high bay spaces with a minimum clear height of 20 feet. The

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026

structure will incorporate clerestory windows for natural daylighting and utilize high-efficiency high-bay lighting to accommodate practice usage at all hours.

IMPACT

ISU estimates a total project budget of \$4,241,245, which comprehensively covers all design fees, site development costs, construction, additive alternates, and contingency for this flexible, multi-sport practice facility.

Funding Structure

This initiative is a 100% donor-funded project. ISU Athletics and the ISU Development Office have already secured a lead gift. The Athletics Department plans to aggressively expand fundraising efforts to secure the complete cost of this project upon receipt of approval to proceed.

Crucially, no appropriated or central funds of Idaho State University will be used for this project. The construction project will not commence until all philanthropic funding has been committed.

Current Practice Protocol (Until Completion)

Until donor funding is fully committed and the facility is constructed, the softball and golf teams will continue to utilize outdoor practice time as frequently as weather and schedules permit. During inclement weather, teams will continue to rely on suitable indoor spaces within the community or on campus, when available.

ATTACHMENTS:

Attachment 1 - ISU Athletics Softball + Golf Practice Facilities Concept Design and cost estimate breakdown

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Idaho State University's (ISU) request to amend its Six-Year Capital Improvement Plan and authorize construction of a Softball and Golf Training Facility adjacent to Miller Ranch Field. The proposed facility is intended to provide year-round practice space for both programs, including indoor training areas, hitting bays, a putting green, and flexible turf space for softball drills.

The total project cost is estimated to be \$4,241,245 and will be funded entirely through private donor contributions, with no appropriated or central university funds used. ISU has indicated that construction will not begin until all philanthropic funding has been fully secured.

This new facility will enhance year-round training opportunities for ISU student-athletes and support the continued development of ISU's softball and golf programs.

Board staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD ACTION

I move to approve the request by Idaho State University to 1) amend its Six-Year Capital Improvement Plan to include the Softball and Golf Training Facility, 2) authorize the ISU to proceed with this construction project, and 3) approve a total project budget not to exceed \$4,241,245 utilizing private donor funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



ISU ATHLETICS
SOFTBALL
+ GOLF

PRACTICE FACILITIES | CONCEPT DESIGN

20 NOVEMBER 2025



Prepared by **Method Studio**

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Acknowledgments

IDAHO STATE UNIVERSITY

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Andrew Rich, Head Softball Coach
Todd Loveland, Head Golf Coach

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SECTION 1.0

EXECUTIVE SUMMARY

Executive Summary

INTRODUCTION

Miller Ranch Stadium has proudly served as the home field for Idaho State University Softball since 2011, a venue where championship aspirations take root and grow. ISU Athletics remains dedicated to the continuous enhancement of its facilities and programs, cultivating an environment where student athletes can thrive. A pivotal recent upgrade replaced the natural grass field with turf, a game changer for the team to retain home games during the early portions of the spring season. This strategic improvement ensures the team can host early-season home games and maintain a competitive edge despite challenging spring weather. The next iteration in the venue's evolution is the addition of an indoor training facility, a dedicated space designed to elevate both the college softball and golf programs. This facility will provide the essential space and resources needed for players to hone their individual and team skills year-round, empowering them to train and compete fiercely for Big Sky Conference titles in both softball and golf.

The new venue will be built adjacent to the existing home team dugout and outdoor bullpen on the first base side of Miller Ranch field. There will be a drop off area along the east side of the practice area that extends from the current paving leading to the main entrance to the facility. There will also be a secondary entrance directly off the west side of the bullpen for easy connection for the softball team from indoor to outdoor facilities. Additionally, there are a series of overhead doors which connect the indoor facility to the outdoors when weather permits for both the golf and softball portions.

The golf portion of the facility is designed to give the golf team a place to develop all facets of their game during the colder months of the year when the team is unable to get outside. This includes a designated area for organized equipment storage upon entering into the golf



Executive Summary, cont.

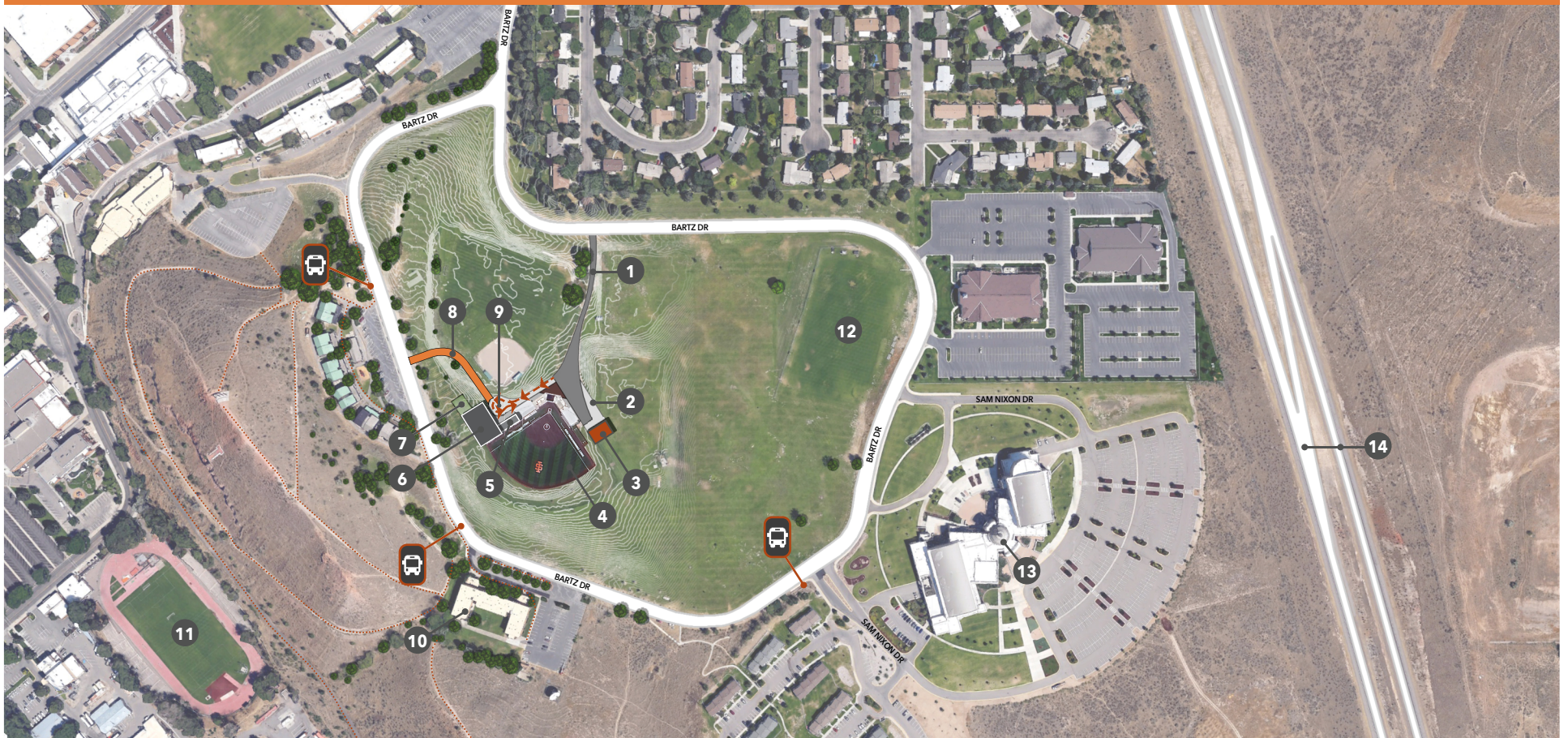
lab portion situated on the north end of the facility. The golfers then have 2 hitting bays fashioned with technology to track the flight of the golf ball and provide real time feedback to the results of their swing. This can be accomplished in one of two ways. When the weather is still warm enough to allow, large overhead doors are opened and the golfers hit off of mats to an exterior area enclosed by netting to the sides, rear and top. The tracking technology only needs to allow the golf ball to travel 50' in order to obtain the necessary information and that is the distance to the rear end of the enclosure. The ground of this exterior area will be turf, sloped to allow the golf balls to naturally migrate to a single location for easy collection. During inclement weather, the doors remain closed and screens are used with a projector system to allow for continued indoor practice. To the east of the two bays is a putting green that is open to the softball area to the south. This opening between the softball area and the putting green allows for golfers to work on chip shots onto the putting green.

The softball area consists of an open space approximately 60' wide by 78' long to allow for (3) separate 15' x 70' bays to be lowered from the ceiling. The entire floor will be covered in turf to allow for maximum flexibility in use by the softball team for throwing, pitching, fielding and batting. From the exterior, the facility will connect back to a canopy that will cover the home team's bullpen to allow for protection from the elements during all times of the year.

The facility will be constructed as a pre-engineered metal building to efficiently achieve the spans required for the open spaces below. Both the softball and golf portions will have high bay spaces with the bottom of structure a minimum of 20' above the floor. The use of clerestory windows will allow for natural daylight to filter into the practice facility during the day, and high efficient high bay lighting will allow for use at all hours of the day. Finally, the facility will be equipped with an area for storage as well as one individual-use restroom with access from the interior or exterior.



SECTION 2.0
PLANS + SECTIONS



ISU Athletic Softball + Golf Practice Facilities, Master Plan Concept

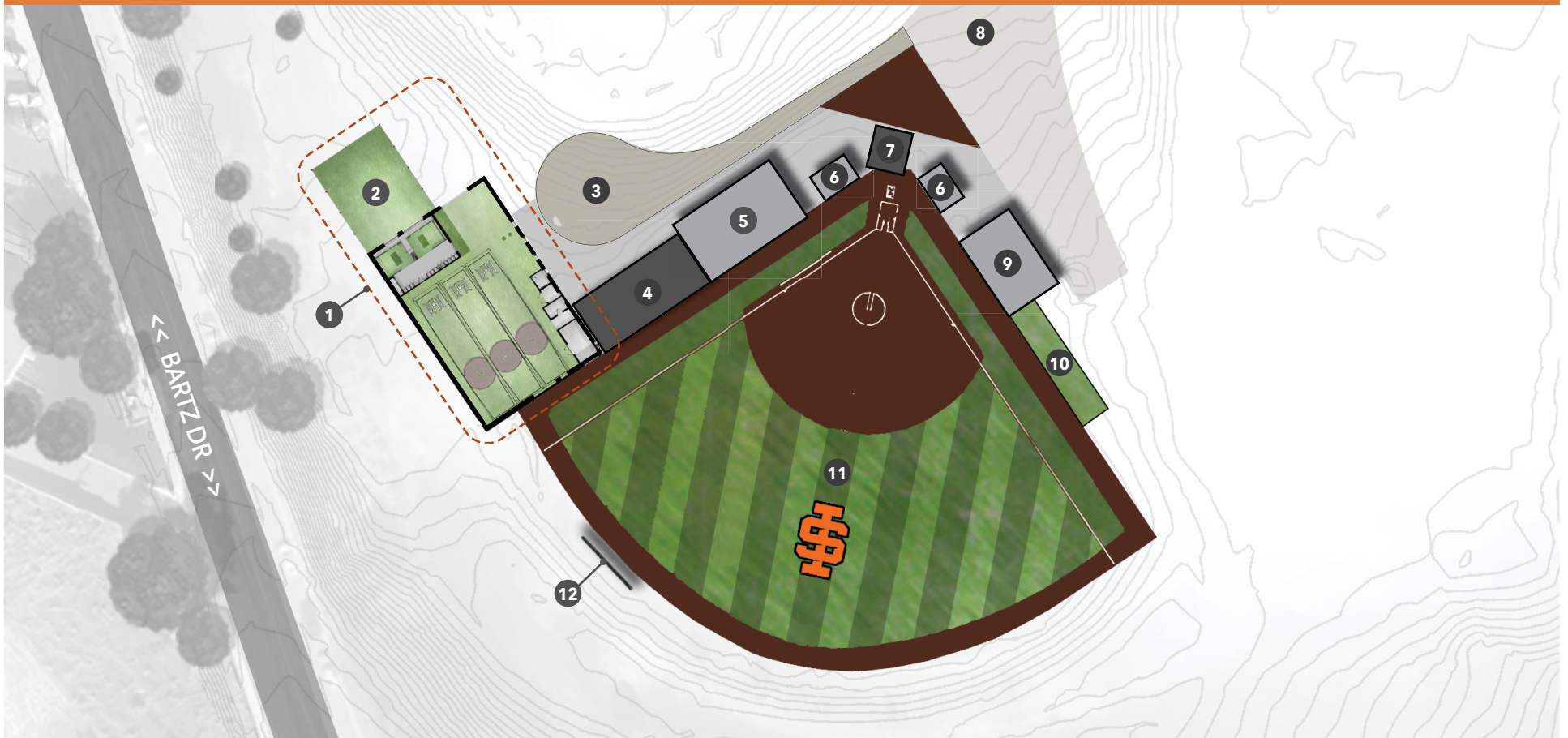
KEY | MASTER PLAN

- 1 - MAIN ACCESS
- 2 - FUTURE EXPANDED PARKING
- 3 - FUTURE RESTROOM FACILITY
- 4 - MILLER RANCH STADIUM
- 5 - NEW ROOF OVER EXISTING HOME TEAM BULLPEN (PHASE 1)
- 6 - SOFTBALL + GOLF PRACTICE FACILITY (PHASE 1)
- 7 - OUTDOOR GOLF RANGE
- 8 - FUTURE ROAD
- 9 - FUTURE DROP-OFF LOOP
- 10 - STUDENT HOUSING - SCHUBERT HEIGHTS
- 11 - DAVIS FIELD HOUSE
- 12 - ISU RUGBY PITCH
- 13 - L.E. & THELMA E. STEPHENS PERFORMING ARTS CENTER
- 14 - INTERSTATE HIGHWAY (I-15)



BUS STOP

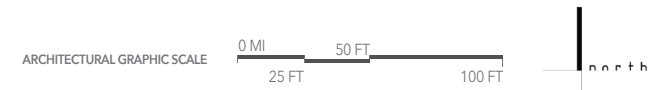
..... PEDESTRIAN ACCESS

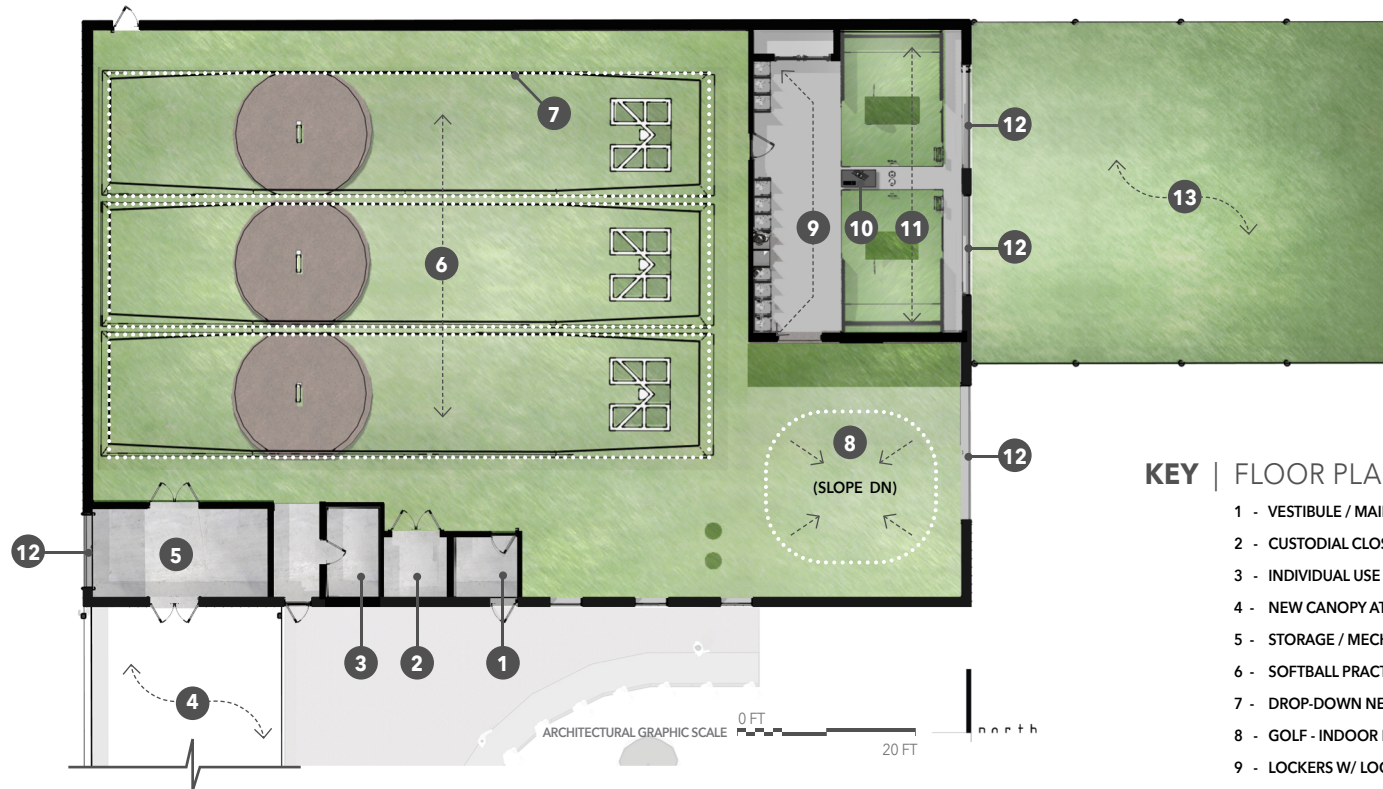


ISU Athletic Softball + Golf Practice Facilities, Phase 1 Site Plan

KEY | SITE PLAN (PHASE 1)

- | | |
|--|-------------------------------|
| 1 - NEW SOFTBALL + GOLF PRACTICE FACILITY | 7 - EXISTING PRESSBOX |
| 2 - OUTDOOR GOLF RANGE | 8 - EXISTING MAIN ACCESS ROAD |
| 3 - ROUNDABOUT / DELIVERY TURN-AROUND | 9 - EXISTING VISITOR DUGOUT |
| 4 - NEW ROOF AT EXISTING HOME TEAM BULLPEN | 10 - VISITOR BULL PEN |
| 5 - EXISTING HOME DUGOUT AND LOCKER ROOM | 11 - MILLER RANCH STADIUM |
| 6 - EXISTING GRANDSTAND | 12 - SCOREBOARD |





KEY | FLOOR PLAN

- 1 - VESTIBULE / MAIN ENTRY
- 2 - CUSTODIAL CLOSET
- 3 - INDIVIDUAL USE RESTROOM
- 4 - NEW CANOPY AT EXISTING BULLPEN
- 5 - STORAGE / MECHANICAL / ELECTRICAL ROOM
- 6 - SOFTBALL PRACTICE FACILITY
- 7 - DROP-DOWN NETTING ABOVE, SEE SECTIONS + RENDERINGS
- 8 - GOLF - INDOOR PUTTING AREA
- 9 - LOCKERS W/ LOCKABLE STORAGE ABOVE
- 10 - DESK W/ PC SET UP FOR TRACKMAN 4 SYSTEM
- 11 - (2) VR GOLF SIMULATOR PRACTICE BAYS
- 12 - HIGH BAY / OVERHEAD COILING DOORS
- 13 - OUTDOOR GOLF RANGE

ISU Athletic Softball + Golf Practice Facility, Floor Plan



Perspective Building Cross Section - Softball Practice Facility, nets up



Perspective Building Cross Section - Softball Practice Facility, nets down



SECTION 3.0

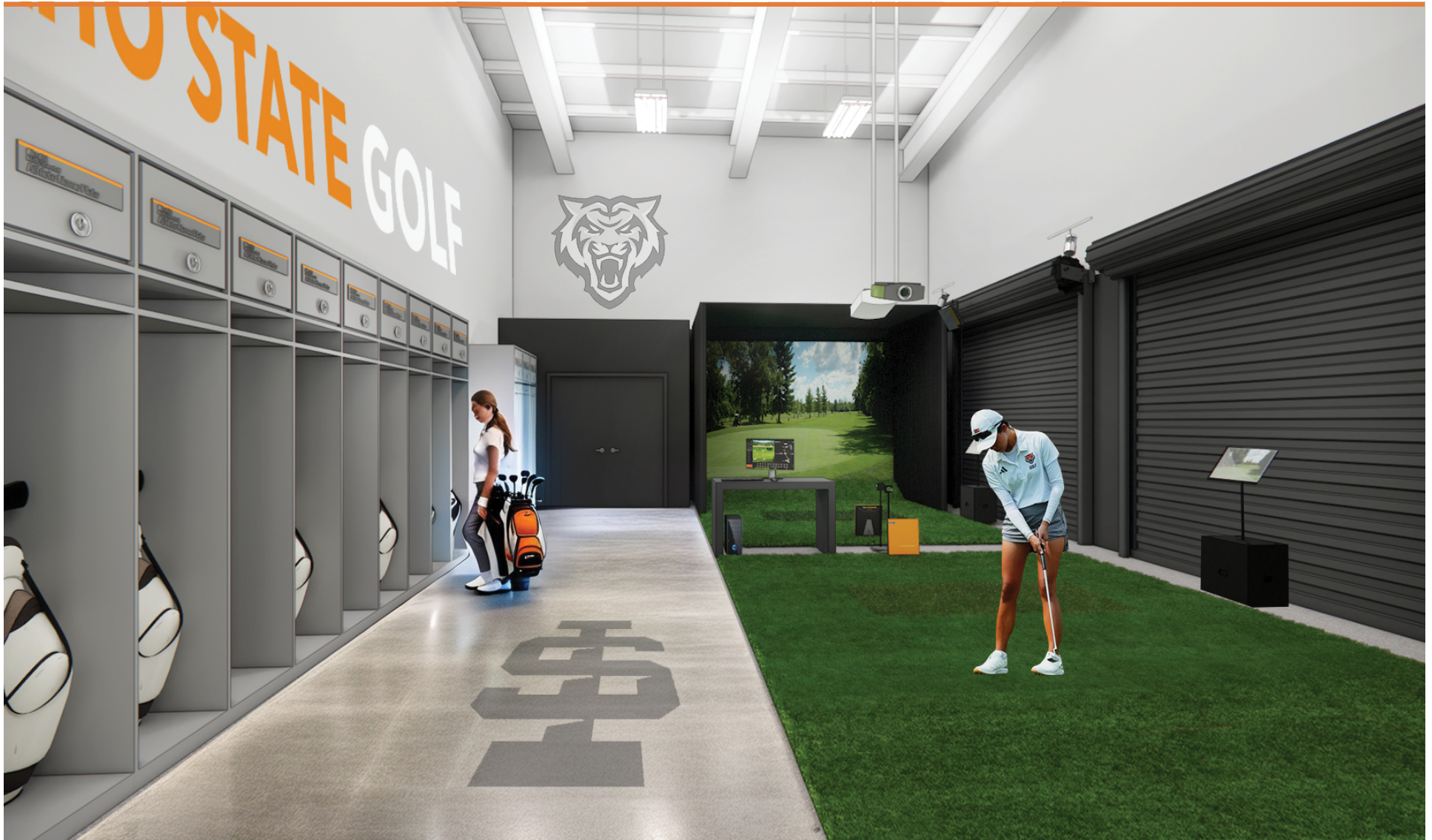
CONCEPT RENDERINGS



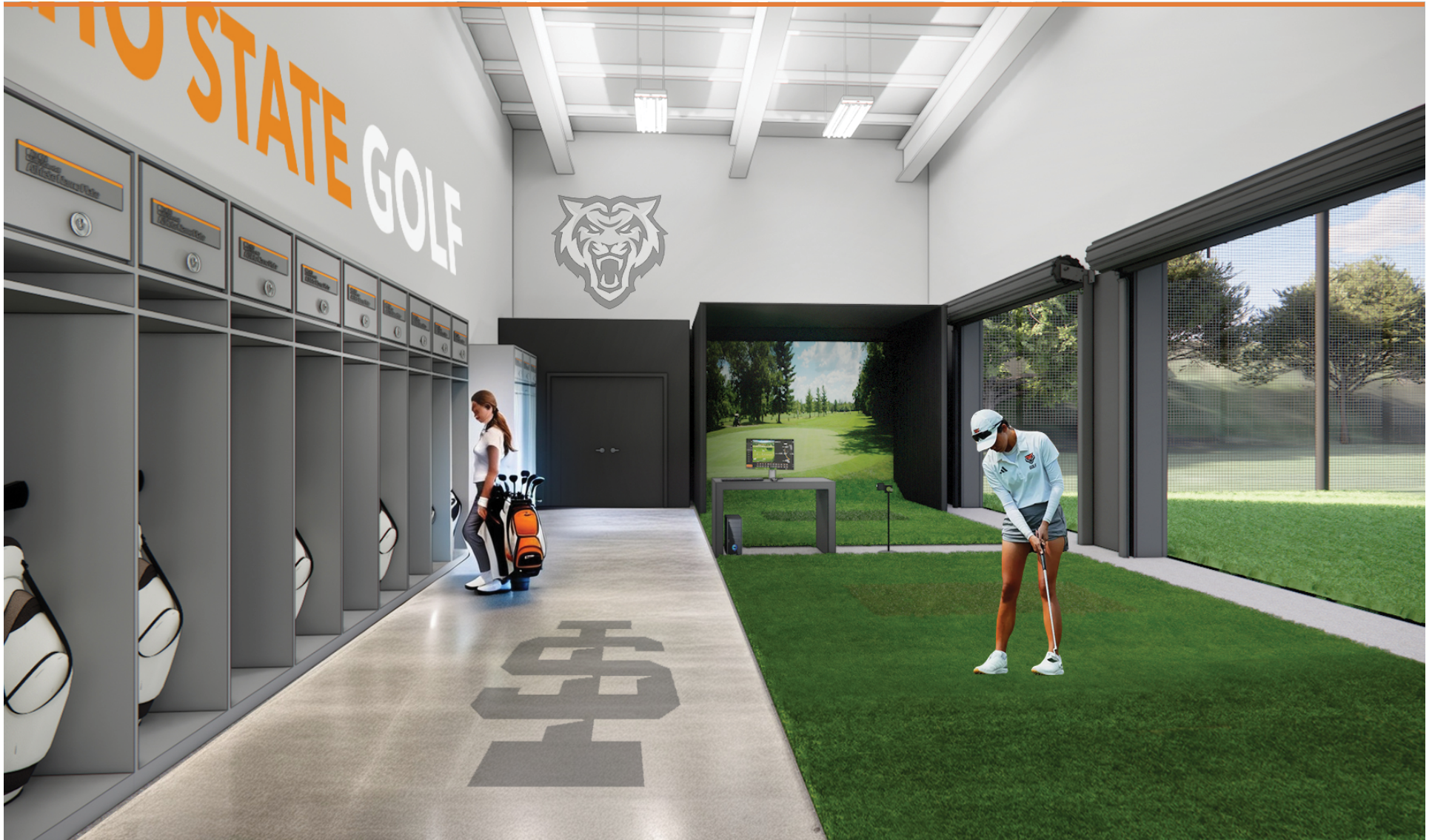
Softball Practice Facility, nets up



Softball Practice Facility, nets down



Golf VR Simulator Practice Bay, with overhead doors to outdoor golf range (down)



Golf VR Simulator Practice Bay, with overhead doors to outdoor golf range (up)



Exterior Perspective, view looking south



Exterior Perspective, view looking northwest

SECTION 4.0

COST MODEL + ANALYSIS

COST MODEL / OPINION OF PROBABLE COST

ISU Softball + Golf Training Facility
 TARGET VALUE DESIGN - PREFERRED OPTION

SnapShot SIZE & BUDGET:

GSF

(v3) 11/18/2025

room / space / description	adjacencies	notes	(in feet)			NSF / room	quantity 24 future	2024 NSF	ROM Cost (Target)		
			W	x	L				\$ / SF	Net T.I. Cost	
Part 1: Assignable Spaces											
SUBTOTAL, Part 1:								5,925.7	NSF	\$553,703	
Part 2: Building Support Spaces											
Part 2 Subtotal:								1,226.0	NSF	\$144,988	
SUBTOTAL, Part 1 & 2:								7,151.7	GSF	\$698,692	
+ PART 3: Core & Shell Construction Cost										\$1,565,850	
+ PART 4: Site Development Cost										\$375,000	
SUBTOTAL, Parts 1 thru 4:										\$2,639,542	
+ PART 5: GC Mark-Ups @ 13.00%										\$48	\$343,140
+ PART 6: Design Contingency @ 10.00%										\$37	\$263,954
SUBTOTAL, Parts 1 thru 6 :								Target Value (TVD):		\$454	\$3,246,636
Part 7: Alternates											
Covered Bullpen											
Part 7 Subtotal:								1,836.0	NSF	\$246,153	
+ PART 8: Escalation (Inflation, etc.) @ 0.33% / month x 6.0 months										\$10	\$69,786
Opinion of Probable Construction Cost:								\$498		\$3,562,575	
Part 8: Soft Costs 19.05% Note - Does not include Owner Contingency; Recommend an additional 5%										\$95	\$678,670
OPINION OF PROBABLE PROJECT COST:										\$4,241,245	

INTRODUCTION

The cost model employs a target value design (TVD) approach, assigning specific values to various project components. The base bid calculations begins by defining the interior program requirements and associated size specifications, which establish the Net Square Footage (NSF). This NSF is then multiplied by an associated cost based on the type of spaces. Subsequently, support spaces, including areas for circulation and wall thickness, are calculated, converting the NSF total into an overall Gross Square Footage (GSF) cost. Incorporating the costs for the core and shell construction, which in this case utilizes a pre-engineered building for the primary structure with a simple metal panel exterior, along with anticipated site development costs, yields the overall anticipated cost for all construction elements. This total is then adjusted by a percentage to cover general contractor markups and a design contingency, which is necessary due to the project currently being in the programming phase with a myriad of undefined elements and design decisions still pending resolution.

One portion of this project is designated as a bid alternate, which involves installing a canopy over the existing home team bullpen. The cost for this alternate will be itemized separately and can be incorporated into the total base bid amount. Both the base bid and the bid alternate prices are subject to an escalation fee to account for potential increases in construction costs over time. Structuring

this element as a bid alternate provides Idaho State University with the necessary flexibility to decide whether or not to proceed with the bullpen canopy construction, contingent upon the submitted pricing. The corresponding figure in the cost model represents our current Opinion of Probable Construction Cost (OPCC) for a facility of this nature.

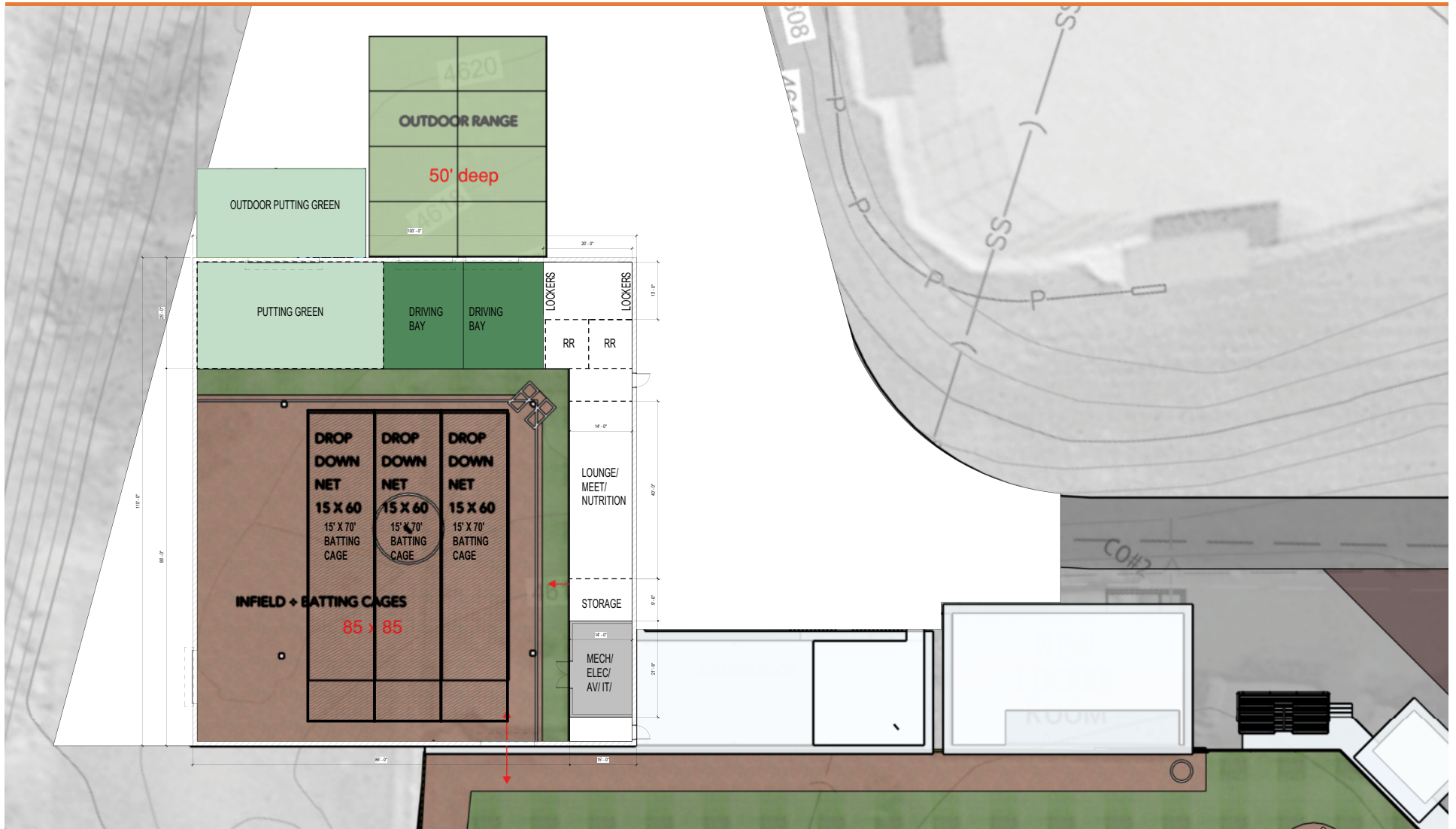
Finally, the project soft costs are applied to cover all costs associated with Owner's Contingency, Design, FF&E, AV, IT, Security, Testing & Inspections, Etc. This fee is typically between 26-29% of the construction costs for most larger projects. Note that in our current cost model we are not showing a fee associated with Owner's Contingency and would recommend ISU have a fee of approximately 5% set aside as contingency (the total soft costs we currently show are 19% of construction cost). The soft costs added to the Opinion of Probable Construction Cost leads to a final Opinion of Probable Project Cost or the overall cost to design and build the project. We had our 3rd party cost estimator review the value we have associated with each of the areas listed and they have confirmed what we are showing is a fair cost model for a facility of this type. It will be incumbent upon the design team to work within this target value design to create a final set of construction documents that has a likelihood of bidding for the anticipated amount.

APPENDICES

OTHER OPTIONS STUDIED (A + B)

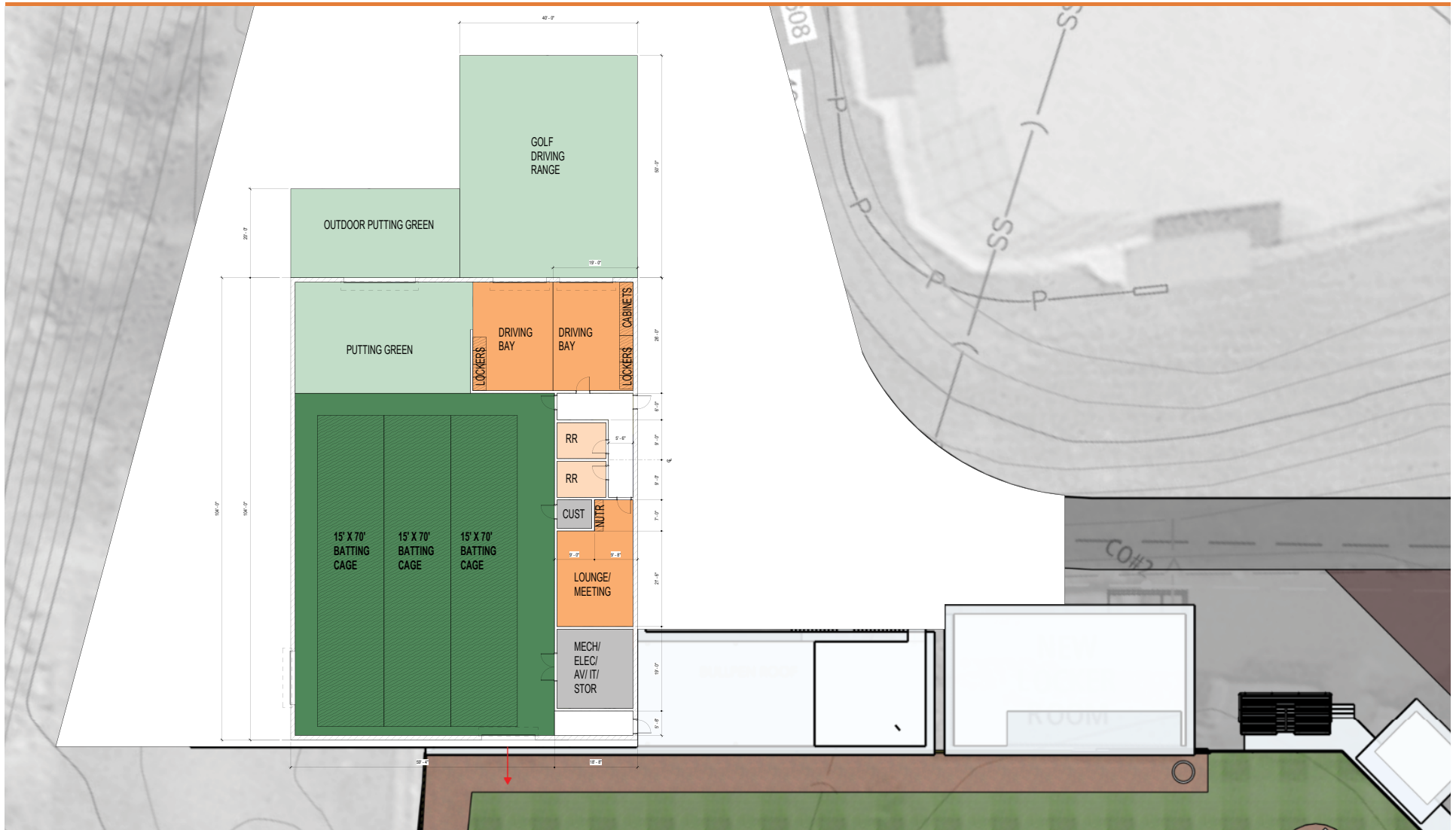
APPENDIX A

OTHER OPTIONS STUDIED - OPTION A (11.04.2025)



APPENDIX B

OTHER OPTIONS STUDIED - OPTION B (11.04.2025)



SUBJECT

Idaho State University – Indoor Track Procurement and Installation - Project Authorization

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Idaho State University (ISU) ICCU Dome is home to one of the most storied indoor track and field programs in the Western United States. Central to the history is the arena's wooden track, which has been in operation for approximately 50 years. While this surface has supported the University and the broader track and field community with distinction for half a century, it has reached the end of its functional and safe service life.

The current infrastructure no longer meets the technical requirements of modern Division I competition. Maintaining a 50-year-old wooden system has become increasingly costly, and the lack of a modern, industry standard synthetic surface limits the University's future ability to host championship caliber events and provide a safe training environment for student athletes. Safety on the banked wooden track has increasingly become a concern by coaches and athletes.

Project Scope and Specifications

ISU proposes the procurement and installation of a state-of-the-art indoor track and field system. To maximize the multipurpose utility of the ICCU Dome, the project will focus on a high-performance, modular solution. Key components include:

- **Portable Banked Track:** A modernized running surface featuring a convertible banked system that can be deployed seasonally. This allows the ICCU Dome to remain a flexible, multi-use facility for football, trade shows, and other University events.
- **Specialized Surface:** Installation of a durable, high-energy-return synthetic surface for both the banked track and designated infield areas.
- **Permanent Floor Preparations:** To ensure long-term stability and precision, the project anticipates permanent sub-floor modifications. These preparations include the installation of inlaid sprinting lanes and integrated jumping pits designed to meet NCAA and World Athletics standards.

IMPACT

The impact of this project extends beyond ISU Athletics. For decades, the University has partnered with the J.R. Simplot Company to host the Simplot

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Games, the largest and most prestigious indoor track and field meet in North America.

A modern, premier running surface is essential to the long-term viability and growth of the Simplot Games. With donor investment in this state-of-the-art system, ISU, and our partners, reinforce our commitment to this partnership, ensuring that Pocatello remains a national destination for thousands of high school athletes, coaches, and families annually.

Policy Compliance and Funding

This project is categorized as a Major Project under Policy V.K. due to the upper-end anticipated cost of \$5,530,000.

- **Six-Year Plan Amendment:** As the project has emerged through recent donor-led opportunities, ISU is requesting a formal amendment to the University's Six Year Capital Improvement Plan to include this project.

- **Donor Funding:** The University is pleased to report that the project will be funded entirely through private philanthropic advocacy and support and that these funding commitments have been secured. Approval is requested to initiate the procurement process in a timeline that ensures the track is operational in time for the next winter competition season. A breakdown of cost estimates for this project includes:

Component	Cost Estimate
Flat Track Installation and Portable Banked Oval	\$4,230,000
Protective Decking	\$900,000
Contingency	\$400,000
Total	\$5,530,000

Depending on the final layout and installation design, the donor-funded project cost may be reduced. The current project cost estimates are intentionally elevated, but the final cost could decrease based on the scope of yet-to-be-determined construction on the event floor. The final design and procurement will be made in partnership with industry partners and remain within budgetary limits.

Non-approval of this project will necessitate the continued expenditure of significant annual maintenance and operations funds for the repair and replacement of the current wooden boards and outdated infrastructure. Furthermore, non-approval will result in the loss of donor funding specifically committed to the procurement and installation of a modern indoor track and field system.

ATTACHMENTS:

Attachment 1 - Indoor Track and Field Setup Concept

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Idaho State University's (ISU) request to amend its Six-Year Capital Improvement Plan and authorize the procurement and installation of a new indoor track and field system at ISU's ICCU Dome. The existing wooden track surface has been in service for approximately 50 years and no longer meets current Division I competition standards or safety expectations.

This proposed project includes the installation of a modern portable banked track system, synthetic running surfaces, and associated floor preparations to meet both NCAA and World Athletics standards. These upgrades also support the continued viability of major events hosted at the ISU ICCU Dome as well as improving safety and functionality for student-athletes and users of the facility.

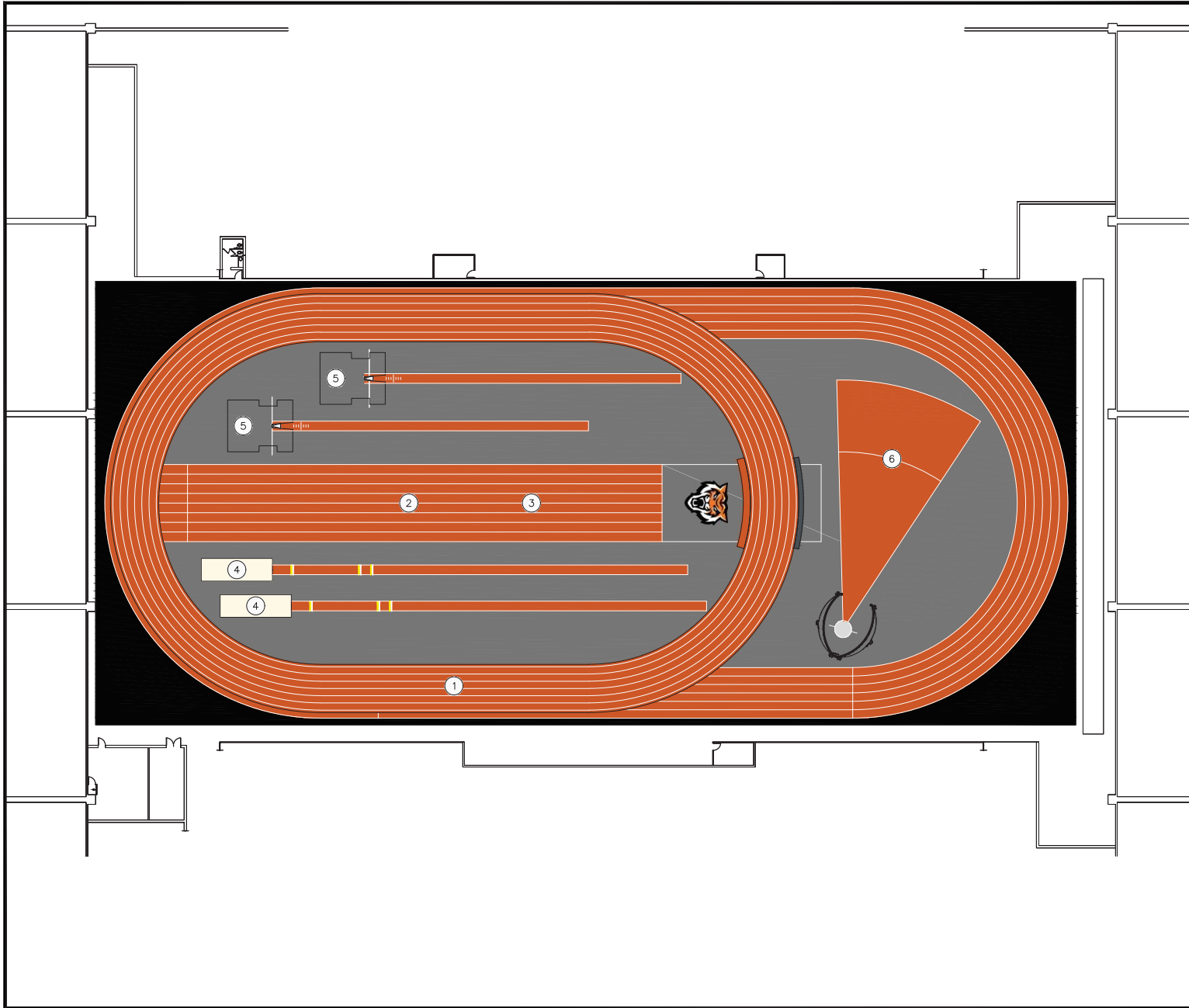
The total project cost is estimated at \$5,530,000 and will be funded entirely through private donor contributions, with no state funds being requested.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to 1) amend its six-year capital improvement plan to include the ICCU Dome Track Replacement Project, 2) authorize the University to proceed with the procurement and installation of the donor funded project described, and 3) approve a total project budget not to exceed \$5,530,000 utilizing private donor funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



FACILITY COMPONENTS

- ① 200m Banked Oval
- ② 60m Sprint Straight
- ③ High Jump Area
- ④ Long/Triple Jump
- ⑤ Pole Vault
- ⑥ Throw Area



Idaho State University

Pocatello, ID

KEY

- Track Surface
- Track Surface
- Track Surface

THE ULTIMATE SURFACE EXPERIENCE

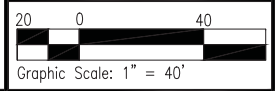


16 Alt Road
 Hunt Valley, MD 21030
 (410) 771-9473
 www.beynonisports.com

Proposed Track Renovation



Date:
 Feb 25, 2026



Drawing:
 Layout 3b-P

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026

SUBJECT

University of Idaho - Proposed Idaho Water Center Medical Education Classroom and Support Suite Improvements – Planning and Design Authorization

REFERENCE:

August 2025 Idaho State Board of Education (Board) approved FY2027 Major Capital Request and submitted the request to the Permanent Building Fund Advisory Council (PBFAC)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.K.1, and Section V.K.3.a

BACKGROUND/DISCUSSION

This agenda item is an Authorization Request to allow the University to proceed with planning, programming, and design phases of a Capital Project to provide for the planning, programming, and design of the proposed Medical Education and Classroom and Support Suite Improvements, located in the Idaho Water Center, University of Idaho, Boise, Idaho.

The University of Idaho submitted a request for funding for a project to design and construct a medical education suite within the Idaho Water Center as part of the university's submittal to the Major Capital Category of the FY2027 Permanent Building Fund (PBF) process. The scope of work of the requested project included classrooms, offices, support, and an anatomy lab. The FY2027 request was for the entirety of the estimated total project costs. It was approved by the Board of Regents at the August 2025 meeting of the board and forwarded to the Permanent Building Fund Advisory Council (PBFAC) for consideration. A copy of that request describing the full width and breadth of the project is attached to this cover letter.

Since submitting the request to the State and the PBFAC, changing circumstances have prompted the university to reevaluate the project scope. The revised approach is to divide the scope between two sites: 1) investing in improvements and expansion to the Idaho State University anatomy laboratory in Meridian to enhance medical and health education in partnership with our sister institution, and 2) constructing the classrooms and support spaces within the Idaho Water Center in Boise. Thus, the overall scope and intent of the project remain the same; however, the work will be implemented across two sites.

Although the FY27 PBFAC request was not recommended for the 2026 legislative session, the University of Idaho intends to include this request for the upcoming FY28 PBFAC cycle. Should this project be funded by FY28 Permanent Building Funds precedent indicates that the process to set up the project administratively, proceed with the selection process for an architectural design team, negotiate a contract with the selected team, make award, and initiate the design process will

BUSINESS AFFAIRS AND HUMAN RESOURCES
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consume four to five months. Thus, the design phase will not begin until December 2027, or later.

In parallel, the project is also being considered for federal rural health access funding, and the university intends to pursue philanthropic funding to fund a portion of the build-out.

If directed by the State Board of Education and the Legislature to expand medical education in the Treasure Valley time will be of the essence. To meet program delivery expectations, the university seeks to identify opportunities to shorten the project timeline. Advancing the design phase immediately has the potential to accelerate project delivery by as much as sixteen months. Therefore, the university requests authorization to proceed with the design phase for the proposed Medical Education and Classroom and Support Suite Improvements at the Idaho Water Center using university funds. This approach would enable design work to begin as soon as August 2026, thereby expediting both design and construction.

IMPACT

The anticipated full project cost for the portion of the overall effort which is to be located at the Idaho Water Center, the Medical Education Classroom and Support Suite Improvements, is \$3,800,000. This is based on a split of the scope described in the FY2027 PBF funding request between the classroom and supports spaces located in the Idaho Water Center and the anatomy lab function co-located in the Meridian facility of Idaho State University.

The original intent was that the source of funding for this project effort was to be an allocation of PBF funds in the Major Capital Category. For the reasons noted above relating to increasing the pace of the delivery schedule, the university now seeks to support the design phase of the project with University of Idaho funds provided by the University of Idaho School of Health and Medical Professions. There is sufficient funding in place to support the planning, programming, and design phase effort. The intent is that the resulting construction documents developed by this action will be provided to the State of Idaho for use in the construction phase. The construction phase will be funded by the State funding allocation.

This request is for authorization to proceed with the design phase for the proposed University of Idaho Water Center Laboratory and Classroom Improvements, Idaho Water Center, Boise, Idaho. The University seeks authority to spend \$467,045, based upon estimated costs for A/E fees, owner costs, permits, and design phase contingency allowances.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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Overall Project, Idaho Water Center (IWC) Laboratory & Classroom Improvements

Funding		Estimated Budget	
State, PBF	3,332,955	A/E Fees	329,400
Federal (Grant)		Const Cost	2,700,000
Other (UI)		Const Contingency (10%)	270,000
Medical		Owner Cost, Permits, etc.	137,645
Ed/SHAMP		FFE	17,500
<u>Funds</u>	<u>467,045</u>	<u>Project Contingency (10%)</u>	<u>345,455</u>
Total	\$3,800,000	Total	\$3,800,000

ATTACHMENTS

- Attachment 1 – FY2027 PBF Request, Idaho Water Center Laboratory and Classroom Improvements, Idaho Water Center, Boise, Idaho
- Attachment 2 – Project Cost Estimate Summary
- Attachment 3 – Capital Project Tracking Sheet

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the request from University of Idaho (UI) to proceed with the planning, programming, and design phases of the Idaho Water Center Medical Education Classroom and Support Suite Improvements project in Boise, Idaho.

This project was previously approved by the Board as part of UI’s FY2027 Major Capital Request and submitted to the Permanent Building Fund Advisory Council (PBFAC). Although the request was not recommended for the FY2027 legislative session, UI intends to resubmit this project for consideration in the FY2028 PBF cycle.

UI is proposing to fund the design phase of the project with UI funds provided by the School of Health and Medical Professions (SHAMP). Authorization of \$467,045 will support architectural and engineering services, owner costs, permits, and contingencies associated with the project design phase. UI has shared that advancing the design phase now will accelerate project delivery once PBFAC funding is available and approved for the project.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the planning, programming, and design phases of a Capital Project for the Idaho Water Center Laboratory and Classroom Improvements, Idaho Water Center, Boise, Idaho, in the amount of \$467,045. Authorization includes the authority for the Vice President for Finance and Administration to execute all necessary and requisite consulting and vendor contracts to implement the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: 02, Idaho Water Center Laboratory and Classroom Build Out

Institution/Agency: University of Idaho

Brief Description:

Earlier this year, HB 368 was signed into law enabling the creation of Idaho's largest-ever expansion in undergraduate medical education: a new state-supported program with the goal of enrolling thirty (30) students per class. This is a historic step toward resolving the state's critical physician shortage.

Pending recommendations and direction from the legislative working group, the University of Idaho seeks to renovate classroom and laboratory space to support medical education programs housed at the Idaho Water Center (IWC) building located in Boise, Idaho. The intent is that the new space will house this new cohort of future physicians in partnership with the University of Utah Spencer Fox Eccles School of Medicine.

The project is a fiscally responsible choice that supports rapid program launch. The proposal includes construction of a state-of-the-art anatomy lab and program support spaces, faculty and staff offices, a classroom, reception area, small group study and simulation rooms, and student common spaces, providing a modern learning environment for the preclinical phase of medical education.

Key advantages of the Idaho Water Center location include:

1. Existing classrooms which accommodate up to thirty (30) students.
2. Proximity to the University of Utah and their expanded clinical and interprofessional training opportunities.
3. Efficient use of space avoids costly new construction and addresses Moscow campus capacity limits.
4. Integration with Idaho WWAMI clinical education offices and nearby healthcare systems.
5. Available wet lab facilities support the University's R1 research goals.
6. Co-location with the ECHO program enhances community outreach collaborations.

In summary, this renovation project represents a strategic investment in Idaho's healthcare and higher education systems.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026**

02 Idaho Water Center Laboratory and Classroom Build Out
University of Idaho

Project Scope:	NASF	GSF
Building size:	7,400	8,200
Renovations and improvements of existing space within the Idaho Water Center; Building systems infrastructure revisions and renovations as required; Required revisions to controls; Fixed medical equipment and tables; Requisite structural support for overhead operating Lights and other equipment; All project design costs, fees, and related expenses as necessary and required for a complete and functional facility		
<i>Movable Furnishings, Fixtures, and Equipment NIC</i>		

Estimated Total Cost:

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

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund Permanent Building Fund, FY2027, \$8,500,000	\$ 8,500,000
Other Funding (UI – to include gifts and donated funds)	\$ 0
Total	\$ 8,500,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
No Previous Appropriations	\$ 0

Budget Year Request

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund, FY2027	\$ 8,500,000

Date Approved by State Board of Education:

Initial inclusion on the University of Idaho FY2027 Six Year Plan, to be submitted July 2025.

FY2027 represents the initial year of request for Permanent Building Fund allocation for this project effort, with the goal of completing work by the 2029 start date for the first class.

This requested facility is fully consistent with the university's Strategic Plan and its goals and objectives related to teaching and learning, research, and extension.

1. PROJECT DESCRIPTION AND JUSTIFICATION

Idaho faces a grave physician shortage, currently ranking 50th out of 50 states for physicians per capita. Since 1972, the University of Idaho has led the effort to address this challenge through its participation in the Washington, Wyoming, Alaska, Montana, and Idaho (WWAMI) Medical Education Program. Based in Moscow, the Idaho WWAMI program currently enrolls 40 Idaho students per year. While this is a solid foundation, it has not met the physician workforce needs of the state.

In April 2025, HB 368 was signed into law, representing a bold turning point in Idaho's battle against its critical physician shortfall. This legislation created the opportunity to develop a new state-supported undergraduate medical education program that will educate thirty (30) medical students per class -the largest expansion in Idaho's history. The University of Idaho School of Health and Medical Professions is committed to maximizing this opportunity by establishing a new medical education location within the Idaho Water Center in Boise—positioning the state to grow its physician workforce and strengthen healthcare access for Idaho communities.

The medical education facility will be established through the renovation of existing space within the Idaho Water Center—an approach that is both fiscally responsible and strategically sound. Rather than investing in new construction, the project will repurpose current infrastructure to meet the academic and operational needs of the new medical education program.

The project will involve construction of a state-of-the-art anatomy laboratory and associated program support spaces, including faculty and staff offices, a classroom, a reception area, small group study rooms which double as simulation spaces, and student collaboration areas. These facilities will provide the foundational environment required for a rigorous, modern medical curriculum and enable Idaho students to begin their training close to home.

The Idaho Water Center is an ideal location for several key reasons:

1. **Existing Capacity:** The facility currently houses four classrooms which have capacity to support the educational needs of up to 30 medical students per class during the preclinical “classroom phase” of training, which spans the first two years of medical school. At least two classrooms are required to deliver the curriculum effectively.
2. **Strategic Location:** Boise is uniquely positioned for partnership with the University of Utah—the University of Idaho's prospective new medical education partner—and offers expanded opportunities for clinical education and interprofessional collaboration with healthcare training programs across disciplines with our sister institutions.
3. **Operational Efficiency:** Renovating existing space allows for rapid deployment of the program while conserving state resources. It avoids the financial and logistical challenges of constructing a new building or expanding on the Moscow campus, which is already nearing capacity.

4. Collaborative Environment: The Water Center already houses the Idaho WWAMI clinical education offices and is located near major healthcare systems, supporting integrated learning experiences and collaboration with existing medical education programs.
5. Research Synergy: The facility already includes wet lab space that can be used by faculty researchers, further supporting the University of Idaho's Carnegie R1 research designation and fostering innovation in biomedical science.
6. Community Outreach Co-location: The presence of the ECHO program on the same floor will further enhance collaboration and community-based outreach efforts.

In summary, the Idaho Water Center offers a ready, efficient, and strategically located home for the new medical education location – aligning current and future educational, fiscal, and healthcare workforce development goals for the state.

2. PROJECT COMPONENTS

The project is based on the current space needed to offer the WWAMI medical education program. The Moscow facility currently supports the Idaho WWAMI program of 40 students per cohort, and experience proves that it is an efficient and successful facility. Thus, the existing Moscow campus model fits for this new facility proposed within the Idaho Water Center.

Component 1: Creation of a fully functional anatomy lab

The anatomy lab component of the program includes a state-of the art fully functional lab with room for twelve (12) medical tables equipped with overhead operating lighting, and proper ventilation systems to allow students an opportunity to perform dissection of the human body and master human anatomy.

Support facilities include, but are not limited to:

- Prosection / Morgue facility
- Locker Rooms to include restrooms and showers
- Separate work area for specialty and small-scale examinations
- Display monitors and glassboards
- Sinks, casework, and storage.

02 Idaho Water Center Laboratory and Classroom Build Out
University of Idaho



Moscow Campus Anatomy Lab

Component 2: Renovation of existing space to develop one classroom adjacent to anatomy lab



Moscow Campus Classroom

Component 3: Renovation of existing offices and spaces to create simulation/small group study rooms similar to those in the Huckabay Medical Education Building on the main campus of the University of Idaho in Moscow



Moscow Campus Collaboration Area/Study Spaces

Component 4: Renovation of existing offices and spaces to create function staff and faculty offices/facilities to house SHAMP employees

The exact mix of programmatic elements to be housed in the new facility is yet to be determined. 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 programs spaces, and required support spaces such as offices, administrative suites, chemical stores, and storage spaces.

3. ALTERNATIVES

Three alternatives have been studied to date.

Alternative 1: Construct a New Facility in an Idaho Location Yet to be Determined.

New Construction 29,000 GSF

This alternative involves the construction of a new facility at a site yet to be determined. This new facility is proposed to be approximately 29,000 GSF and would provide classrooms, collaboration spaces, offices, administrative spaces similar to the facilities the School of Health and Medical Professions currently occupies on the main campus of the university and the spaces in the current SHAMP suite within the Gritman Medical Building in Moscow, Idaho. It also provides a fully functional and operational anatomy

02 Idaho Water Center Laboratory and Classroom Build Out
University of Idaho

lab similar in size and scale to the current SHAMP anatomy lab located in Moscow. This alternative would provide the necessary space to support SHAMP programs at a second location within Idaho, however, project costs are expected to be significantly higher given the need to acquire a suitable site upon which to build in addition to all the design and construction costs associated in creating a new facility from the ground up.

The university rejected this alternative.

Alternative 2: Develop Tenant Improvements Necessary to Renovate Existing Space within the Idaho Water Center to Create an Anatomy Lab and Provide Program Space on par with the Huckabay Medical Education Building.

Tenant Improvements / Renovation 23,000 GSF

This alternative involves a Tenant Improvements (TI) package to renovate existing space within the University of Idaho's Idaho Water Center facility in Boise, Idaho. This set of tenant improvements is proposed to be approximately 23,000 GSF and would be split into suites located on multiple floors of the Idaho Water Center facility. The proposed scope provides classrooms, collaboration spaces, offices, administrative spaces at a similar scale to that which is found in the Huckabay Medical Education Building. It also provides a fully functional and operational anatomy lab similar in size and scale to the current SHAMP Anatomy Lab located in Moscow, but it precludes the classrooms and offices found in the remainder of the Gritman Medical Building Suite.

This is the larger of the two potential tenant improvements packages studied and is therefore the more expensive of the two tenant improvements packages. It also requires that the SHAMP facilities be spread over multiple floors within the Idaho Water Center facility.

The university has therefore rejected this alternative.

Alternative 3: Develop Tenant Improvements Necessary to Renovate Existing Space within the Idaho Water Center to Create an Anatomy Lab and Provide Program Space Similar to the Space SHAMP occupies within the Gritman Medical Building.

Tenant Improvements / Renovation 8,200 GSF

This alternative also involves a Tenant Improvements (TI) package to renovate existing space within the University of Idaho's Idaho Water Center facility in Boise, Idaho, albeit at a lesser scope. This set of tenant improvements is proposed to be approximately 8,200 GSF, and the resulting suite would be on a single floor of the Idaho Water Center facility. The proposed scope provides 1 classroom, collaboration space, 4 offices, 8 small group/simulation rooms, a small conference room, and administrative spaces. It also provides a fully functional and operational anatomy lab similar in size and scale to the current SHAMP anatomy lab located in Moscow.

This is the smaller of the two tenant potential improvements packages. While it provides a single, dedicated classroom for the program, it does require that SHAMP make use of other, existing classrooms in the Water Center facility.

As this is the most efficient initial buildout which serves the program, this is the university's preferred alternative.

4. VACATED SPACE

As this is a new programmatic need which does not currently exist elsewhere within the university's facility holdings, there are no vacated spaces created as a result of this effort.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026**

ATTACHMENT 1

**SET A
PROJECT APPROVAL FORM**

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CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 02, Idaho Water Center Laboratory and Classroom Build Out

Building Statistics:

NASF: 7,400
GSF: 8,200
Net to Gross 90/10

	Estimated Total Cost	Prior to Budget Year	1st Year FY27	2nd Year FY28	3rd Year FY29	4th Year FY30	5th Year FY31	6th Year FY32
PROJECT SUMMARY:								
A. Arch. & Engr.								
Project Planning & Pre-Design (10%)	77,020	0	77,020	0	0	0	0	0
Schematic Design (10%)	77,020	0	77,020	0	0	0	0	0
Design Development (20%)	154,040	0	154,040	0	0	0	0	0
Construction Documents* (35%)	269,570	0	269,570	0	0	0	0	0
Bid & Award Phase (5%)*	38,510	0	38,510	0	0	0	0	0
Construction Supervision (20%)**	154,040	0	0	77,020	77,020	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees	0	0	0	0	0	0	0	0
C. Tests, Permits, Fees, Etc.	275,000	0	68,750	103,125	103,125	0	0	0
SUBTOTAL ARCH. & ENGR.	1,045,200	0	684,910	180,145	180,145	0	0	0
D. Moving, Administration	200,000	0	40,000	40,000	120,000	0	0	0
E. Asbestos Abatement	0	0	0	0	0	0	0	0
F. Construction*** (Inc. Const. Cont.)	6,418,000	0	0	2,567,200	3,850,800	0	0	0
G. Owner Construction Costs	64,100	0	0	25,640	38,460	0	0	0
H. Furnishings/Moveable Equipment	0	0	0	0	0	0	0	0
I. Contingency (Project)	772,700	0	96,588	309,080	367,033	0	0	0
TOTAL PROJECT REQUEST	8,500,000	0	821,498	3,122,065	4,556,438	0	0	0
SOURCE OF FUNDS:								
Permanent Building Fund	8,500,000	0	8,500,000	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	8,500,000	0	8,500,000	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.): State Appropriations, 100%.

- * Includes Reimbursable Expenses
- ** Includes Fees for On-Site Observation
- *** Inc. Const Contingency

BUSINESS AFFAIRS AND HUMAN RESOURCES

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PROJECT COST ESTIMATE SUMMARY
Medical Ed Classrooms Support Suite, IWC

UI Project Number: CPXXXXXX
 UI Budget Index: TBD

Architecture Engineering Services
ATTACHMENT 2
 University of Idaho
 11/5/2025

PROJECT FUNDING	
• UI	\$ -
• Central Admin	\$ -
• Net Development Campaign	\$ -
• Net Federal Sources	\$ -
• SHAMP	\$ 3,800,000
• PBF	\$ -
• Grant, for Equipment	\$ -
• Other Development Campaign (Gifts)	\$ -
TOTAL PROJECT FUNDING	\$ 3,800,000

PROJECT COSTS	
• Fees	\$ 357,045
• Construction - Contractor	\$ 2,970,000
• Construction - Owner	\$ 110,000
• Furnishings / Fixtures	\$ 17,500
• Additional Miscellaneous Costs	\$ -
Subtotal	\$ 3,454,545
• Project Contingency (10%)	\$ 345,455
Subtotal	\$ 3,800,000
• UI IPM Mgmt Fee (3%)	\$ -
TOTAL PROJECT COST	\$ 3,800,000

FEES	
Consulting A/E Services - Prime A/E	\$ 326,700
Reimbursables Allowance	\$ 2,700
Consulting A/E Services - Additional/Other	\$ -
Reimbursables - Additional/Other	\$ -
Administrative Support, UI AES	\$ -
Advertisement, Statesman	\$ 1,500
Advertisement, Spokesman	\$ -
Advertisement, Daily News	\$ -
Printing of RFQ	\$ -
Prints	\$ 1,650
Spec Book Printing	\$ 1,495
IDEQ Permit Fees	\$ -
IDOPL Plan Check Fees	\$ 8,000
Detail Site Survey	\$ -
Geotechnical Services	\$ -
Construction Materials Testing	\$ 7,500
ACM Lab Analysis Fee	\$ 7,500
Lead Paint Analysis Fee	\$ -
Subtotal Fees	\$ 357,045

CONSTRUCTION - CONTRACTOR	
1	\$ 2,700,000
2	\$ -
3	\$ -
4	\$ -
5	\$ -
6	\$ -
7	\$ -
8	\$ -
9	\$ -
10	\$ -
Subtotal Direct Construction	\$ 2,700,000
Contingency on Items 1 - 10 Above (10%)	\$ 270,000
Subtotal Contractor Construction	\$ 2,970,000

FURNISHINGS / FIXTURES	
Furnishings	\$ -
Artwork	\$ -
Architectural ID and Wayfinding Signage	\$ 10,000
Donor Recognition Signage	\$ 7,500
Non-Fixed Equipment	\$ -
Subtotal Furnishings / Fixtures	\$ 17,500

CONSTRUCTION - OWNER	
Facilities (Support)	\$ -
Building Exteriors Shop	\$ -
Grounds Shop	\$ -
Interiors Shop (Signs)	\$ -
Plumbing Shop	\$ -
Electric Shop (Support)	\$ -
Paint Shop	\$ -
Machine Shop	\$ -
Steam Plant	\$ -
Miscellaneous Materials	\$ -
Fixed, Installed Equipment	\$ 60,000
UI ITS	\$ 50,000
Miscellaneous Svcs Storm -SPUPI	\$ -
Asbestos Abatement (Existing Buildings)	\$ -
Lead Paint Abatement (Existing Buildings)	\$ -
Soils Testing/Compaction	\$ -
Subtotal Owner Construction	\$ 110,000

ADDITIONAL MISCELLANEOUS COSTS	
Chiller Plant Capacity Contribution	\$ -
Move / Swing, Etc.	\$ -
Subtotal Miscellaneous Costs	\$ -

Project Manager:
 Name, Phone Number

BAHR
TAB 7

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 15-16, 2026

ATTACHMENT 3

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
 As of December, 2025

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Capital Project Authorization Request, design phase, Medical Education Classroom and Support Suite Improvements, Idaho Water Center, University of Idaho (UI), Boise, Idaho.
- 2 **Project Description:** A Capital Project to provide for the design of project to design and construct the proposed Medical Education Classroom and Support Suite Improvements, located in the Idaho Water Center, University of Idaho, Boise, Idaho.
- 3 **Project Use:** The project is a proposed tenant improvement effort within the Idaho Water Centre Building in Boise, Idaho to create faculty offices, classrooms, and support spaces in support of the University's strategic planning regarding medical education opportunities to serve the State of Idaho.
- 4 **Project Size:** 5,300 gsf

Project Cost History:	Sources of Funds				Use of Funds*			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const**	Other***	Total Uses
Initial Cost of Project, Design Phase Authorization Request. December 2025	\$ 3,332,955	\$ -	\$ 467,045	\$ 3,800,000	\$ 329,400	\$ 2,970,000	\$ 500,600	\$ 3,800,000
History of Revisions:								
Total Project Costs	\$ 3,332,955	\$ -	\$ 467,045	\$ 3,800,000	\$ 329,400	\$ 2,970,000	\$ 500,600	\$ 3,800,000

* Figures quoted are for the Total Project Cost. The University intent is that any unused funding is carried forward to a future construction phase at the time such future construction phase may be approved by the Board of Regents.

** Direct Construction Costs & Construction Contingency

*** Owner's Costs (\$137,645), FFE (\$17,500), & Project Contingency (\$345,455).

History of Funding:	PBF	ISBA	Other Sources of Funds			Total Other	Total Funding
			Institutional Funds **** (Gifts/Grants)	Student Revenue	Other		
Initial Cost of Project, Design Phase Authorization Request. December 2025	\$ 3,332,955	\$ -	\$ 467,045	\$ -	\$ -	\$ 467,045	\$ 3,800,000
History of Revisions:							
Total	\$ 3,332,955	\$ -	\$ 467,045	\$ -	\$ -	\$ 467,045	\$ 3,800,000

**** UI Medical Education Program/SHAMP, Gifts and Donations